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## **AGENDA**

Greater Asheville Regional Airport Authority Regular Meeting  
Friday, September 12, 2025, 8:30 a.m.  
Council Chambers at Fletcher Town Hall  
300 Old Cane Creek Road, Fletcher, NC 28732

NOTICE TO THE PUBLIC: The Airport Authority welcomes comments from the public on any agenda item. Comments are received prior to the Board's discussion of the agenda item. Comments are limited to five minutes. If you wish to comment on an agenda item, please deliver a request card (available in the meeting room) to the Clerk to the Board prior to the agenda item being called by the Chair.

- I. CALL TO ORDER
- II. SERVICE AWARD PRESENTATIONS:
  - A. Tina Kinsey – 15 Years
  - B. Shane Stockman – 10 Years
  - C. Karen O'Conner – 10 Years
- III. PRESENTATIONS: None
- IV. FINANCIAL REPORT ([document](#))
- V. CONSENT ITEMS:
  - A. Approval of the Greater Asheville Regional Airport Authority August 8, 2025 Regular Meeting Minutes ([document](#))
  - B. Approval to Extend Temporary Construction Easement for the Sewer Line Easement granted to Sergio and Autumn Mendez ([document](#))
  - C. Approval of the Greater Asheville Regional Airport Authority August 8, 2025 Closed Session Minutes
- VI. OLD BUSINESS: None



VII. NEW BUSINESS:

- A. Approval of General Aviation Fuel Flowage Fee Increase ([document](#))
- B. Approval of New Minimum Standards Requirements for Airport Commercial Aeronautical Activities ([document](#))
- C. Approval of Land Disposition and Land Exchange with Henderson County ([document](#))
- D. Adoption of the Asheville Regional Airport Five-Year Capital Improvement Plan (CIP) for FY2027-2031 ([document](#))
- E. Approval of Scope of Services No. 3 with McFarland Johnson, Inc. for the Planning and Conceptual Design Services for the new Airport Entrance ([document](#))
- F. Approval of Amendment 2H with Gresham Smith for Terminal Project Design Add Services ([document](#))

VIII. PRESIDENT'S REPORT:

- A. FAA Visit - Washington, DC

IX. INFORMATION SECTION:

(Staff presentations will not be made on these items. Staff will be available to address questions from the Board.)

- A. June 2025 Traffic Report ([document](#))
- B. June 2025 Monthly Financial Report ([document](#))
- C. August 2025 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:

- None identified at this time

X. PUBLIC AND TENANTS' COMMENTS

XI. CALL FOR NEXT MEETING: October 17, 2025





XII. CLOSED SESSION

XIII. AUTHORITY MEMBER REPORTS:

A. Key Strategic Elements ([document](#))

XIV. ADJOURNMENT

*This agenda of the Greater Asheville Regional Airport Authority is provided as a matter of convenience to the public. It is not the official agenda. Although every effort is made to provide complete and accurate information in this agenda, the Greater Asheville Regional Airport Authority does not warrant or guarantee its accuracy or completeness for any purpose. The agenda is subject to change before and/or during the Board meeting.*

Asheville Regional Airport Executive Summary July-25				
AIRPORT ACTIVITY				
	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
Passenger Enplanements	123,595	(4.1%)	618,491	(7.7%)
Aircraft Operations				
Commercial	3,428	(2.3%)	17,896	(2.5%)
Scheduled Flights	1,345	(3.5%)		
Flight Cancellations	55			
Seats	145,256	(6.4%)	762,506	(7.4%)
Load Factor	85.1%	2.4%	81.1%	(0.3%)
General Aviation	3,990	(2.1%)	21,992	(17.3%)
Military	263	6.1%	1,257	(36.6%)
FINANCIAL RESULTS				
	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
Operating Revenues	\$ 3,647,963	2.7%	\$ 3,647,963	2.7%
Operating Expenses	1,840,898	(25.8%)	1,840,898	(25.8%)
Net Operating Revenues before Depreciation	<u>\$ 1,807,065</u>		<u>\$ 1,807,065</u>	
Net Non-Operating Revenues	<u>\$ 252,158</u>		<u>\$ 252,158</u>	
Grants:				
Federal Grants	\$ -		\$ -	
NC Dept of Transportation Grants	7,979,567		7,979,567	
Total	<u>\$ 7,979,567</u>		<u>\$ 7,979,567</u>	
CASH				
Restricted - PFC Revenue Account			\$ 26,828,290	
Restricted - NCCMT (Debt Service Series 2016)			154,646	
Restricted - Bond Series 2022A			191,373,947	
Restricted - Bond Series 2023			45,574	
Designated for O&M Reserve			19,730,628	
Designated for Emergency Repair			650,000	
Unrestricted, Undesignated			36,764,291	
Total			<u>\$ 275,547,375</u>	
RECEIVABLES PAST DUE				
	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	73,772	61,616	2,690	9,466
CRJ Aviation	7,671	7,671	-	-
Delta	50,480	14,063	23,420	12,997
DreamCatcher	24,754	12,377	12,377	-
Enterprise	606	606	-	-
FAA	1,020	340	-	680
Lyft	8,041	8,041	-	-
Paradies	14,220	8,397	5,823	-
Raiser LLC	17,394	17,394	-	-
Sheetz Inc	17,424	17,424	-	-
TSA	2,440	-	2,440	-
United	134,302	72,792	61,510	-
United GoJet	17,119	16,419	-	700
Miscellaneous	9,415	5,660	3,541	214
Total	<u>\$ 378,658</u>	<u>\$ 242,800</u>	<u>\$ 111,801</u>	<u>\$ 24,057</u>
% of Total Receivables	<u>17.04%</u>			
Note: Excludes balances paid subsequent to month-end.				
REVENUE BONDS PAYABLE				
	Original Amount	Current Balance		
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 9,415,000		
Parking Garage Taxable Revenue Bond, Series 2016B	5,250,000	-		
Terminal Revenue Bond, Series 2022A	185,000,000	185,000,000		
Terminal Revenue Bond, Series 2023	175,000,000	175,000,000		
	<u>\$ 381,000,000</u>	<u>\$ 369,415,000</u>		
CAPITAL EXPENDITURES				
Annual Budget		\$ 194,154,905		
Year-to-Date Spending		\$ 5,181,672		

**REGULAR MEETING  
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY  
August 8, 2025**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, August 8, 2025 at 8:30 a.m. in Council Chambers at the Fletcher Town Hall, 300 Old Cane Creek Road, Fletcher, NC 28732.

**MEMBERS PRESENT:** Brad Galbraith, Chair; Carl H. Ricker, Jr.; Nathan Kennedy; Laura B. Leatherwood; and Gene O. Bell

**MEMBERS ABSENT:** Britt Lovin, Vice-Chair; and Susan Russo Klein

**STAFF AND LEGAL COUNSEL PRESENT:** Beth Lane, Authority Legal Counsel; Lew Bleiweis, President & CEO ("president"); Tina Kinsey, Chief Administrative Officer; Lexie Farmer, Chief Operations Officer; Janet Burnette, Chief Financial Officer; Shane Stockman, VP – Information Technology; John Coon, VP – Operations and Maintenance; Christina Madsen, VP – Business Development and Properties; Samuel Sales, Chief of Public Safety; Angela Wagner, VP - Administration and Human Resources; Amy Harris, Chief Financial Officer, Sam Finkelstein, IT Systems Technician; and Ellen Heywood, Clerk to the Board

**ALSO PRESENT:** Amanda Sheridan, McFarland Johnson; Travis Bird, Avcon, Inc.

**CALL TO ORDER:** The Chair called the meeting to order at 8:30 a.m.

The president asked for a few moments of the Board's time to recognize Janet Burnette for the phenomenal job guiding the Authority through all financial aspects over the last ten years. The president reminded the Board that Mrs. Burnette was retiring at the end of August. The Board thanked Mrs. Burnette for the incredible work she has done and wished her well in her retirement.

The president also requested a moment to introduce Beth Lane with McGuire Wood & Bissette who was sitting in for Sabrina Rockoff. The Board thanked Ms. Lane for being at the meeting.

**PRESENTATIONS:** None

**FINANCIAL REPORT:** The president delivered a review of enplanements, aircraft operations, and general aviation activity for the month of June. The president acknowledged that enplanements were down for the year between lingering effects of Hurricane Helene as well as a cap put on the airlines for May through July due to terminal

construction and ramp repair constraints. The president reported that the FAA has released passenger counts for 2024 and Asheville has dropped out of the top 100 airports in the US from 97 to 102. Amy Harris reported on the financial activity for the month of June and stated that the results were preliminary until accruals were finalized. Ms. Harris pointed out that operating revenues and expenses were both under budget for the year, specifically operating expenses were 23% under budget which spoke volumes to staff keeping expenses down.

**CONSENT ITEMS:** The Chair stated that Consent Item D, Approval of the Greater Asheville Regional Airport Authority June 13, 2025 Closed Session Minutes would be pulled for review in Closed Session.

**A. Approval of the Greater Asheville Regional Airport Authority June 13, 2025 Regular Meeting Minutes:**

**B. Approval of the Appointment for Finance Officer and Budget Officer:**

**Greater Asheville Regional Airport Authority  
Resolution**

A RESOLUTION REGARDING THE APPOINTMENT OF THE FINANCE OFFICER AND BUDGET OFFICER, THE TERMINATION OF PRIOR APPOINTMENTS, AND THE DELEGATION OF DUTIES TO THE DEPUTY FINANCE OFFICER.

WHEREAS, the Greater Asheville Regional Airport Authority ("Authority") is a body corporate and politic organized and created by the North Carolina General Assembly pursuant to Session Law 2012-121 (House Bill 552), which is known as the Greater Asheville Regional Airport Authority Act;

WHEREAS, North Carolina General Statute §159-24 requires that each local government or public authority appoint a Finance Officer and North Carolina General Statute §159-9 requires that each local government or public authority appoint a Budget Officer;

WHEREAS, Amy Harris ("Harris"), was hired to fill the position of Chief Financial Officer for the Authority;

WHEREAS, prior to Harris's hire, Janet Burnette, had been serving as the Finance Officer for the Authority;

WHEREAS, the President & CEO has recommended that with the hiring of Harris to fill the Chief Financial Officer position, the Authority adopt this resolution to terminate the appointment of Janet Burnette as Finance Officer and to appoint Amy Harris as the Finance Officer and Budget Officer;

WHEREAS, from time to time, due to Harris's absence or unavailability, on account of vacation, illness, injury or otherwise, it may be necessary for Harris to delegate certain administrative tasks, duties, and responsibilities of the Finance Officer to a Deputy Finance Officer;

WHEREAS, the Board appointed the President & CEO as the Deputy Finance Officer in December of 2014 and the Board reaffirms the appointment of the President & CEO as the Deputy Finance Officer with the duties and responsibilities that may be delegated to the Deputy Finance Officer.

**NOW, THEREFORE, BE IT RESOLVED**, and Adopted by the Authority as follows:

1. Effective immediately, Amy Harris is appointed as Finance Officer and the Budget Officer for the Authority; and all prior appointments to fill the positions of Finance Officer and Budget Officer for the Authority are terminated.

2. Lew Bleiweis, A.A.E. shall, in his capacity as Deputy Finance Officer, perform the following duties and responsibilities, and he is hereby designated and authorized to perform these duties and responsibilities: to affix and sign pre-audit certificates to obligations evidenced by contracts and/or agreements requiring payments of money and/or by purchase orders for supplies and/or materials; to sign checks and drafts on official depositories; to receive and deposit moneys; to transfer funds; and to invest idle funds.

3. Amy Harris, in her capacity as the Finance Officer, shall have the discretion to delegate to the Deputy Finance Officer, when necessary due to her absence or unavailability, such other and additional tasks, duties, and responsibilities of the Finance Officer, as she may deem appropriate.

4. Nothing in this Resolution is intended to diminish, eliminate, or restrict any of Harris's duties or responsibilities or authority as the Finance Officer. The purpose of this Resolution, as it relates to the Deputy Finance Officer, is to provide coverage in the event Harris is absent or unavailable due to vacation, illness, injury, or otherwise.

Adopted this \_\_\_\_\_ day of August, 2025.

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Brad Galbraith, Chair

Attested by:

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Ellen Heywood, Clerk to the Board  
4901-9405-7305, v. 2

**C. Approval of Amendment to the FY25/26 Budget – Capital Carryover, Revenue and Salary Adjustments:**

**BE IT ORDAINED** by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

**Section 1.** To amend the appropriations as follows:

**EXPENDITURES:**

	<u>Decrease</u>	<u>Increase</u>
Administrative Department	\$456,814	
Planning Department		\$27,509
Executive Department		\$64,613
Finance Department		\$72,454
Guest Services Department		\$11,689
Information Technology Department		\$127,170
Marketing Department		(\$25,961)
Operations Department		\$22,459
Properties Department		\$13,469
Public Safety Department		\$143,412
Carryover Capital Expenditures	20,721,726	
Transfer to GARAA Cash	29,726	
Totals	<u>\$21,208,266</u>	<u>\$456,814</u>

This will result in a net decrease of \$20,751,452 in the appropriations. Revenues will be revised as follows:

**REVENUES:**

	<u>Decrease</u>	<u>Increase</u>
Lease Revenue	29,726	
Transfer from GARAA Cash	\$20,721,726	
Totals	<u>\$20,751,452</u>	<u></u>

**Section 2.** Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 8th day of August, 2025.

\_\_\_\_\_  
Brad Galbraith, Chair

Attested by:

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Ellen Heywood, Clerk to the Board

Mr. Bell moved to approve Consent Items A through C. Dr. Leatherwood seconded the motion and it carried unanimously.

## **OLD BUSINESS:**

**A. Public Hearing and Final Adoption of Amended Ordinance No. 201601-11(a) for Airline Rates, Fees and Charges:** Janet Burnette reminded the Board that a preliminary Amended Schedule of Airline Rates, Fees and Charges for FY2025-2026 was approved by the Board at the June 13, 2025 Authority Board meeting. The Rates, Fees and Charges documents have remained available for public inspection and comment since that meeting and no comments have been received.

At 8:41 am Mr. Ricker moved to go into public hearing for Amended Ordinance 201601-11(a) and open the floor for public comments. Mr. Kennedy seconded the motion and it carried unanimously. There being no public comments by those present, Dr. Leatherwood moved to close the floor to public comments at 8:42 am. Mr. Ricker seconded the motion and it carried unanimously.

Dr. Leatherwood moved to adopt Amended Ordinance 201601-11(a) to implement the Schedule of Airline Rates, Fees and Charges for the Asheville Regional Airport for FY2025/2026. Mr. Kennedy seconded the motion and it carried unanimously:

[INTENTIONALLY LEFT BLANK]

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AMENDED ORDINANCE NO. 201601-11(a)

**AN ORDINANCE TO IMPLEMENT A SCHEDULE OF AIRLINE RATES, FEES AND CHARGES  
FOR THE ASHEVILLE REGIONAL AIRPORT.**

**IT IS HEREBY ENACTED AND ORDAINED BY THE GREATER ASHEVILLE REGIONAL AIRPORT  
AUTHORITY AS FOLLOWS:**

**Section 1. CITATION.**

1.1 This Ordinance may be cited as the "**Airline Rates, Fees & Charges Ordinance**".

**Section 2: FINDINGS.**

2.1 The Greater Asheville Regional Airport Authority was created by Session Law 2012-121, which was ratified by the General Assembly of North Carolina on June 28, 2012.

2.2 Section 1.6(a)(7) of Session Law 2012-121 gives the Greater Asheville Regional Airport Authority the ability to, among other things: *"[m]ake all reasonable rules, regulations, and policies as it may from time to time deem to be necessary, beneficial or helpful for the proper maintenance, use, occupancy, operation, and/or control of any airport or airport facility owned, leased, subleased, or controlled by the Authority . . . "*

2.3 Section 1.6(a)(6) of Session Law 2012-121 gives the Greater Asheville Regional Airport Authority the authority to: *"[c]harge and collect fees, royalties, rents, and/or other charges, including fuel flowage fees for the use and/or occupancy of property owned, leased, subleased, or otherwise controlled and operated by the Authority or for services rendered in operation thereof."*

2.4 Section 1.6(a)(21) of Session Law 2012-121 gives the Greater Asheville Regional Airport Authority the ability to: *"[e]xercise all powers conferred by Chapter 63 of the General Statutes [of the State of North Carolina] or any successor Chapter or law."*

2.5 North Carolina General Statute Section 63-53(5) further gives the Greater Asheville Regional Airport Authority the authority: *"[t]o determine the charge or rental for the use of any properties under its control and the charges for any services or accommodations and the terms and conditions under which such properties may be used, provided that in all cases the public is not deprived of its rightful, equal, and uniform use of such property."*

2.6 The Greater Asheville Regional Airport Authority is obligated under federal law to maintain an airport user fee and rental structure that, given the conditions of the Airport makes the Airport as financially self-sustaining as possible.

2.7 The Greater Asheville Regional Airport Authority is further obligated under federal law to establish an airport user fee structure that is fair and reasonable to all users, and not unjustly discriminatory.

2.8 In or around Fall 2014, the Greater Asheville Regional Airport Authority contracted with an airport consulting firm, who conducted a comprehensive airline rate and charge study at the Airport, in accordance with the methodology stated in the Rates and Charges Policy promulgated by the Office of the Secretary of the Department of Transportation and by the FAA.



2.9 Since approximately February 2015, the Greater Asheville Regional Airport Authority has consulted with and made repeated, good faith efforts to reach an agreement regarding rates, fees and charges with the Airlines, and to resolve all disputes asserted by the Airlines, and after adequate and timely consultation with the Airlines and with the airport consulting firm, Greater Asheville Regional Airport Authority now desires to implement, by ordinance, the fair, reasonable and not unjustly discriminatory rates and charges structure as proposed by the airport consulting firm.

### **Section 3. PURPOSE AND SCOPE**

3.1 The Greater Asheville Regional Airport Authority finds and determines that it is in the public interest to establish a schedule of Airline rates, fees and charges by ordinance.

3.2 This Airline Rates, Fees & Charges Ordinance shall be applicable to all Airlines utilizing the Asheville Regional Airport.

### **Section 4. EFFECTIVE DATE**

4.1 The Airline Rates, Fees & Charges Ordinance shall take effect as of the 9th day of December, 2016.

### **Section 5. DEFINITIONS**

5.1 "Affiliate" shall mean any airline or other entity designated in writing by Airline as an Affiliate that is operating under the same flight code designator and is: (1) a parent or subsidiary of Airline or is under the common ownership and control with Airline or (2) operates under essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline or (3) is a contracting ground handling company on behalf of Airline at the Airport.

5.2 "Airline(s)" shall mean each airline providing commercial passenger service to and from the Airport and using the Airport Terminal Building to enplane and deplane passengers or cargo service to and from the Airport.

5.3 [RESERVED]

5.4 "Airlines' Revenue Landed Weight" is for the applicable Fiscal Year the sum of the products determined by multiplying each Revenue Aircraft Arrival by each of the Airlines by the applicable Certified Maximum Gross Landed Weight of the aircraft making the Revenue Aircraft Arrival.

5.6 "Airport" is the Asheville Regional Airport as it presently exists and as it is hereafter modified or expanded.

5.7 "Airport Operating Requirement" for any Fiscal Year, consists of all of the following: (1) Operation and Maintenance Expenses; (2) O&M Reserve Requirement; (3) Depreciation; (4) Amortization; (5) Debt Service; (6) coverage required on any Bonds; (7) fund deposits required under any Bond Ordinance; (8) the net amount of any judgment or settlement arising out of or as a result of the ownership, operation or maintenance of the Airport payable by Authority during any Fiscal Year. This amount would include, but not be limited to, the amount of any such judgment or settlement arising out of or as a result of any claim, action, proceeding or suit alleging a taking of property or an interest in property without just

or adequate compensation, trespass, nuisance, property damage, personal injury or any other claim, action, proceeding or suit based upon or relative to the environmental impact resulting from the use of the Airport for the landing and taking off of aircraft; and (9) any and all other sums, amounts, charges or requirements of the Airport to be recovered, charged, set aside, expensed or accounted for during any Fiscal Year, or the Authority's accounting system.

5.8 "Amortization" is the amount determined by dividing the net cost of each Airport non-depreciating asset by an imputed estimated life for the asset as determined by the Authority.

5.9 "Assigned Space" means for each Airline, those areas and facilities in the Terminal Building and those areas adjacent to and outside the Terminal Building which are assigned to such Airline for its Preferential use.

5.10 "Authority" means the Greater Asheville Regional Airport Authority.

5.11 "Bond Ordinance" is any ordinance, resolution or indenture authorizing the issuance of Bonds for or on behalf of the Airport or Authority, including all amendments and supplements to such ordinances, resolutions and indentures.

5.12 "Bonds" are all debt obligations issued for or on behalf of the Airport or the Authority subsequent to July 1, 2009, except obligations issued by or on behalf of the Authority for a Special Facility.

5.13 "Capital Charge or Capital Charges" charges that include Amortization, Depreciation and Debt Service.

5.14 "Capital Outlay" is the sum of one hundred thousand dollars (\$100,000) or as otherwise determined by the Authority.

5.15 "Certified Maximum Gross Landed Weight" or "CMGLW" is, for any aircraft operated by any of the Airlines, the certified maximum gross landing weight in one thousand pound units of such aircraft as certified by the FAA and as listed in the airline's FAA approved "Flight Operations Manual".

5.16 "Debt Service" for any Fiscal Year is the principal, interest and other payments required for or on account of Bonds issued under any Bond Ordinance.

5.17 "Depreciation" is the amount which is the net cost of any Airport asset, except a non-depreciating asset, divided by its estimated useful life as determined by the Authority.

5.18 "Enplaned Passengers" are the originating and on-line or off-line transfer passengers of each of the Airlines serving the Airport enplaning at the Airport.

5.19 "Fiscal Year" is July 1st of any calendar year through June 30th of the next succeeding calendar year, or such other fiscal year as Authority may subsequently adopt for the Airport.

5.20 "Holdrooms" means the gate seating areas currently situated in the Airport Terminal Building, as they now exist or as they may hereafter be modified or expanded or constructed by Authority within or as part of the Terminal Building for use by Airline and the other Airlines for their Joint Use.

5.21 "Joint Use Formula" is, for any Fiscal Year, the formula used for prorating Terminal Building Rentals for Joint Use Space.

5.22 "Joint Use Space" means that common use space not assigned, which Airline uses on a joint use basis with other airline tenants.

5.23 "Landing Fees" are the airfield related charges calculated by multiplying the landing fee rate established in the Schedule of Rates, Fees and Charges for the applicable Fiscal Year by the applicable Certified Maximum Gross Landed Weight ("CMGLW") of Revenue Aircraft Arrivals.

5.24 "Operation and Maintenance Expenses" or "O&M Expenses" are, for any Fiscal Year, the total costs and expenses, incurred or accrued by the Authority for that Fiscal Year, in providing for the administration, operation, maintenance and management of the Airport, including, without limitation, the performance by Authority of any of its obligations related to the Airport.

5.25 "O&M Reserve Requirement" is the requirement adopted by the Authority that defines the amount of operating cash reserves to be available within the O&M Reserve Fund. The O&M Reserve Requirement may be revised from time to time and is currently set to equal at least six (6) months of the annual O&M Expenses budgeted for the current Fiscal Year.

5.26 "Passenger Facility Charge (PFC)" is the charge imposed by the Authority pursuant to 49 U.S.C. App. 513, as amended or supplemented from time to time, and 14 CFR Part 158, as amended or supplemented from time to time, or any other substantially similar charge lawfully levied by or on behalf of the Authority pursuant to or permitted by federal law.

5.27 "Preferential Use Space" means that Assigned Space for which Airline holds a preference as to use, and which may be used on a non-preferential basis by another airline or tenant.

5.28 "Rentable Space" is that space within the Airport Terminal Building which has been constructed or designated as rentable space by Authority, including such deletions therefrom and additions thereto as may occur from time-to-time.

5.29 "Revenue Aircraft Arrival" is an airline aircraft landing at Airport, excluding those returning to the Airport due to an emergency, and for which Landing Fees are charged by Authority.

5.30 "Special Facility" is any Airport facility acquired or constructed for the benefit or use of any person or persons, the costs of construction and acquisition of which are paid for (a) by the obligor under a Special Facility agreement, (b) from the proceeds of Special Facility bonds, or (c) both; provided, however, that Airport facilities built by an Airport tenant under a ground lease or any other agreement which by its terms is not indicated to be a Special Facility agreement shall not be considered a Special Facility under this definition.

5.31 "Schedule of Rates, Fees and Charges" is the schedule the rates, fees and charges due by Airline to the Authority and is reestablished each Fiscal Year.

5.32 "Terminal Building Rentals" are the Terminal Building rents calculated by multiplying the Terminal Building Rental Rate times the then-applicable square footage of the Assigned Space in question.

5.33 “Loading Bridge Fees” are the fees calculated by dividing the total Loading Bridge requirement, which currently includes Operating Expenses, Capital Outlay, Debt Service and Debt Service Coverage, by the total departures.

5.34 “Market Share Exempt Carrier” is any New Airline operating with less than 7% market share of total enplanements per month. The only fees applicable to a Market Share Exempt Carrier are Landing Fees and Per Turn Fees, unless the New Airline is leasing preferential space which would be included in separate rent. An Airline will cease to qualify as Market Share Exempt Carrier at the time that the Airline meets or exceeds 7% of market share of total enplanements per month for any six (6) of the immediately preceding twelve (12) months. Once Airline is no longer Market Share Exempt, the Airline will be responsible for all Terminal and Airfield related rates, fees and charges.

5.35 “New Airline(s)” shall mean any new airline providing new commercial passenger or cargo service to and from the Airport, using the Airport Terminal Building or cargo building to enplane and deplane passengers or cargo service to and from the Airport.

## **Section 6. RATE MAKING METHODOLOGY**

6.1 Rates and charges shall be established annually based on the methodology set by the Authority below and in the Schedule of Rates and Charges referenced in Section 8 below.

6.2 Rates and charges shall be developed under a commercial compensatory rate making methodology.

6.3 Rates and charges shall be calculated and set at the beginning of each Fiscal Year.

### **6.4 Terminal Building Operating Requirement.**

6.4.1 For purposes of this Ordinance, the Terminal Building Cost Center shall consist of the current Terminal Building, including the ticketing wing, the Holdrooms, baggage claim facilities, baggage make-up facilities, and passenger loading bridges/regional boarding ramps, as well as the areas immediately adjacent to the west side of the terminal building utilized for baggage tug drives and baggage tug storage, and all public areas, concession areas, and other leasable areas.

6.4.2 The Terminal Building Operating Requirement shall be calculated as specified in Sections 6.4.2.1 through 6.4.2.4 below:

6.4.2.1 By summing the elements of the Airport Operating Requirement allocated to the Terminal Building Cost Center. Currently, this includes O&M Expenses, O&M Reserve Requirement, net Depreciation, Amortization, Capital Outlay, and Debt Service.

6.4.2.2 By then reducing the total from Section 6.4.2.1 by non-airline revenue credits applied by the President & CEO. These revenue credits are reimbursements and offsets to base costs. This results in the Net Terminal Building Operating Requirement.

6.4.2.3 The Net Terminal Building Operating Requirement calculated in Section 6.4.2.2 is then divided by Rentable Space to obtain the Terminal Building Rental Rate.

6.4.2.4 Finally, each Airlines' share of cost is then derived by multiplying the Terminal Building Rental Rate by the Terminal Building Airlines' rented space (preferential use) and Airlines' share of Joint Use Space as determined by the Joint Use Formula.

6.4.3. Joint Use Space. Joint Use Space shall be classified as Baggage Make-Up, Baggage Claim and Gate Area. Airline's share of the Terminal Building Rentals for Baggage Make-Up and Baggage Claim Joint Use Space will be determined as follows: (1) eighty-five percent (85%) of the total rentals due shall be prorated among Airlines using Joint Use Space based upon Airline's share of Checked Bags, (2) fifteen percent (15%) of the total rentals due shall be prorated equally among the Airlines using Joint Use Space. Airline's share of the Terminal Building Rentals for Gate Area Joint Use Space will be determined as follows: (1) eighty-five percent (85%) of the total rentals due shall be prorated among Airlines using Joint Use Space based upon Airline's share of Enplaned Passengers, (2) fifteen percent (15%) of the total rentals due shall be prorated equally among the Airlines using Joint Use Space.

6.4.4 Per Turn Fee for Market Share Exempt Carriers. The Per Turn Fee for Market Share Exempt Carriers is calculated by dividing the Per Turn requirement by the total estimated departures.

## 6.5 Airfield Area Operating Requirement.

6.5.1 For purposes of this Ordinance, the Airfield Area Cost Center consists of those areas of land and Airport facilities which provide for the general support of air navigation, flight activity and other aviation requirements of the Airport. The airfield includes runways, taxiways, the terminal apron, aircraft service areas and those ramp areas not included in any other cost center, approach and clear zones, safety areas and infield areas, together with all associated landing navigational aids and Airport facilities, aviation controls, and other systems related to the airfield. It also includes areas of land acquired for buffer requirements for the landing areas of the Airport, all land acquired for Airport expansion until the land is used or dedicated to another cost center, and all Airport noise mitigation facilities or costs. The Airport's triturator facility, storage areas for airline glycol equipment and tanks, and any fueling facilities and equipment provided to serve the airlines on the terminal apron are also included in the airfield cost center.

6.5.2 The Airfield Area Operating Requirement shall be calculated as specified in Sections 6.5.2.1 through 6.5.2.4 below:

6.5.2.1 By summing the elements of the Airport Operating Requirement allocated to the Airfield Area Cost Center. Currently, this includes the O&M Expenses, O&M Reserve Requirement, net Depreciation, Amortization, Capital Outlay, and Debt Service.

6.5.2.2 By then reducing the total calculated in Section 6.5.2.1 above by non-airline revenue credits applied by the President & CEO. These revenue credits are reimbursements and offsets to base costs. This results in the Net Airfield Area Operating Requirement.

6.5.2.3 The Net Airfield Area Operating Requirement calculated in Section 6.5.2.2 is then divided by the estimated Certified Maximum Gross Landed Weight (CMGLW) of all Airlines' Revenue Aircraft Arrivals to determine the Airlines' Landing Fee rate.

6.5.2.4 The Airlines' Landing Fee rate is then multiplied by the estimated CMGLW of the Airlines.

6.5.3 All costs incurred by the Authority for mitigation or damages resulting from noise, environmental incidents or conditions, aircraft fueling, or other Airport aircraft-related conditions or activities will also be charged and allocated to the Airfield Area Operating Requirement.

6.5.4 [RESERVED]

6.5.5 Affiliate. Each Affiliate's operations shall be counted and recorded jointly with Airline's and shall be at the same rate.

6.5.6 [RESERVED]

6.5.7 Other Cost Centers. All other cost centers are not included as part of the Airlines' rates, charges and fees. Authority may apply revenues from the other cost centers to offset expenses at a time, and in an amount, based on the sole discretion of the President & CEO.

6.5.8 Unless otherwise provided herein, all rates, fees and charges are calculated as described in Schedule of Rates, Fees and Charges referenced in Section 8 below.

## **Section 7. RENTALS, FEES AND CHARGES**

7.1 The Authority shall establish the Schedule of Rates, Fees and Charges at the beginning of each Fiscal Year.

7.2 Prior to the establishment of the Schedule of Rates, Fees and Charges each Fiscal Year, the Authority shall formally notify Airline in writing of the anticipated Schedule of Rates, Fees and Charges to be in effect for the upcoming Fiscal Year. Authority's notification to Airline shall include notice of the time and place of a meeting to present the Schedule of Rates, Fees and Charges, expenses and capital charges used in the calculation, and to answer questions of Airline. The anticipated Schedule of Rates, Fees and Charges shall be set forth and supported by a document prepared by the Authority.

7.3 So long as Airline has been notified per above, the implementation of the upcoming Schedule of Rentals and Charges will be effective on the first day of the Fiscal Year.

7.4 Each Airline operating at the Airport shall be responsible for paying those rates and charges itemized below in the amounts specified in the Schedule of Rates, Fees and Charges in Section 8 below:

7.4.1 Preferential Use Space - Each Airline shall pay the Authority for its use of the assigned, Preferential Use Space in the Terminal.

7.4.2 Joint Use Space – Each Airline shall pay the Authority its share of rentals on Joint Use Space used by Airline in common with other airline tenants.

7.4.3 Landing Fees –For its use of the airfield, apron and appurtenant facilities, Airline shall pay a landing fee for each and every aircraft landed by the Airline at the Airport except as otherwise noted herein.

7.4.4 Passenger Facility Charge. Airline shall comply with all of the applicable requirements contained in 14 CFR Part 158 and any amendments thereto. Airline shall pay the Authority the Passenger Facility Charge applicable to all of Airline's revenue passengers enplaning at the Airport imposed by the Authority from time to time pursuant to applicable Federal law and regulations.

7.4.5 Other Fees and Charges. Airline shall also pay all miscellaneous charges assessed to and owed by Airline to the Authority including, but not limited to, the cost of utilities and services, employee parking fees, telecommunications charges, paging system fees, triturator fees, skycap services, preconditioned air and fixed ground power fees, security measures, such as key cards and identification badges and the like, common use fees and common equipment charges, and law enforcement fees (net of TSA reimbursement).

7.4.5.1 Such other fees and charges shall be detailed by the Authority in the Schedule of Rates, Fees and Charges.

## **Section 8. SCHEDULE OF RATES, FEES AND CHARGES**

8.1 The Authority's 2025-2026 Schedule of Rates, Fees and Charges effective August 8, 2025 is attached hereto and incorporated herein by reference as Exhibit A.

## **Section 9. PAYMENT OF RENTALS, FEES AND CHARGES**

9.1 Airlines shall pay for space rentals for Preferential Use Space and Joint Use Space, monthly, without invoice, demand, set-off, or deduction on or before the first (1<sup>st</sup>) day of each calendar month.

9.2 On or before the fifteenth (15<sup>th</sup>) day of each month, Airlines shall pay for their Landing Fees for the immediately preceding month.

9.3 Airlines shall report to the Authority on or before the fifteenth (15<sup>th</sup>) day of each month the Airlines actual operating activity for the prior month by submitting a written report. All such monthly reports shall be submitted on a standardized form provided by the Authority, such form shall act as the actual invoice.

9.4 Payment for all other fees and charges shall be invoiced by the Authority and shall be due upon receipt of the Authority's invoice. Such payments shall be deemed delinquent if not received within thirty (30) calendar days of the date of such invoice.

9.5 Except as provided above, or if such payments or reporting is under dispute by Airline, Airline shall be in violation of this Ordinance if its payments and reporting information required above are not received by the Authority on or before the fifteenth (15<sup>th</sup>) day of the month in which they are due.

9.6 Security Deposit. If in the reasonable business discretion of the Authority, it is determined that the financial condition of Airline, at the beginning of air service at the Airport, or an incumbent Airline that has displayed an irregular payment history, then Airline may be required to submit a cash security deposit in

an amount not to exceed the equivalent of six (6) months estimated rentals, fees and charges.

9.6.1 In the event that the Authority determines a security deposit is required, the Airline shall deposit such sum with the Authority within thirty (30) days of being so notified by the Authority, and such sum shall be retained by Authority as security for the faithful performance of Airline's obligation hereunder.

9.6.2 The Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid in accordance with this Ordinance, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Airline, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to their original condition, reasonable wear and tear excepted.

9.6.3 In the event that all or any portion of the security deposit is so applied, the Airline shall promptly, upon demand by Authority, remit to Authority the amount of cash required to restore the security deposit to its original sum.

9.6.4 An Airline's failure to remit the amount of cash required to restore the security deposit in accordance with Section 9.6.3 above within ten (10) calendar days after its receipt of such demand shall constitute a breach of this Ordinance.

9.6.5 If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Airline, without interest, within sixty (60) days of the Airline ceasing operation at the Airport. The Authority will not pay interest on any security deposit.

9.7 Airlines shall pay all rates, fees and charges established herein to the Authority monthly, without set-off, and except as specifically provided above, without invoice or demand therefore, in lawful money of the United States of America, by check payable to Authority delivered or mailed to the Authority or by wire transfer to the Authority.

## **Section 10. PENALTIES AND ENFORCEMENT**

10.1 Unless otherwise specified herein, violation of any provision of this Airline Rates, Fees & Charges Ordinance shall be enforced in accordance with, and subject to the penalties specified in, this Section 10.

10.2 In addition to any civil or criminal penalties set out in this Section 10. or in any other Section or Subsection herein, this Airline Rates, Fees & Charges Ordinance may be enforced by an injunction, order of abatement, or other appropriate equitable remedy issuing from a court of competent jurisdiction.

10.3 This Airline Rates, Fees & Charges Ordinance may be enforced by one, all or a combination of the penalties and remedies authorized and prescribed in this Section 10, or elsewhere herein, except that any provision, the violation of which incurs a civil penalty, shall not be enforced by criminal penalties.

10.4 Except as otherwise specified herein, each day's continuing violation of any provision of the Airline Rates, Fees & Charges Ordinance is a separate and distinct offense.



10.5 A violation this Airline Rates, Fees & Charges Ordinance shall not be a misdemeanor or infraction under N.C. Gen. Stat. §14-4; however, civil penalties shall be assessed and civil citations issued for the administrative violation of any provision in accordance with Section 10.6 through 10.7 below.

10.6 The President & CEO shall authorize specific Authority personnel to enforce all administrative violations of this Airlines Rates, Fees & Charges Ordinance.

10.7 Upon any administrative violation of this Airline Rates, Fees & Charges Ordinance, personnel designated in accordance with Section 10.6 shall cause a civil citation to be issued to the violator.

10.7.1 All civil citations shall be hand-delivered to the violator or shall be mailed by first class mail addressed to the last known address of the violator. The violator shall be deemed to have been served upon hand-delivery or the mailing of the civil citation.

10.7.2 Unless otherwise expressly specified herein the civil penalty associated with each civil citation issued for an administrative violation of this Airline Rates, Fees & Charges Ordinance shall be as follows: By a fine of up to \$500.00.

10.8 Any person may submit, within ten (10) days of receipt of a civil violation, a written request that the President & CEO review the civil citation, in accordance with Sections 10.8.1.1 through 10.8.3 below.

10.8.1 A request to the President & CEO shall be in writing and shall be hand delivered to the Office of the President & CEO and must be signed for by and employee of the Authority, or shall be mailed to the President & CEO by certified mail, return receipt requested.

10.8.2 A request to the President & CEO must specify in detail all of the reasons why the civil citation should be modified or withdrawn and must provide a mailing address for the President & CEO to submit a response to the request.

10.8.3 Within ten (10) days of receipt of a request in accordance with Section 10.8.1, the President & CEO shall mail a written decision to the requesting party at the address provided.

10.8.4 Unless a written request for review in accordance with Section 10.8.1 above, civil penalties issued via civil citation for an administrative violation of any Section of this Airport Rates, Fees and Charges Ordinance shall be due and payable to the Authority within 30 days of receipt.

10.8.5 If a written request for review is appealed and the civil citation is not withdrawn, payment of the civil penalty shall be due and payable to the Authority within 30 days of issuance of the President & CEO's written decision to the violator.

10.8.6 Unless other provided, if the violator fails to respond to a citation within 30 days of issuance and pay the fine prescribed therein, the Authority may institute a civil action in the nature of a debt in the appropriate division of the state general court of justice to collect the fine owed.

## **Section 11. SEVERABILITY**

11.1 If any provision, clause, section, or provision of this the Airline Rates, Fees & Charges Ordinance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such

invalid, illegal or unenforceable provision shall be severed from the remainder of the Airline Rates, Fees & Charges Ordinance, and the remainder of shall be enforced and not be affected thereby.

**Section 12. AMENDMENT.**

12.1 The Authority reserves the right to amend the Airline Rates, Fees & Charges Ordinance, as well as the attached Schedule of Rates, Fees and Charges, at any time, by ordinance, after due notice and public hearing, in accordance with the Authority's Resolution No. \_\_ establishing The Greater Asheville Regional Airport Authority's Policy and Procedure for the Adoption of Ordinances.

ADOPTED THIS the \_\_ day of \_\_\_\_\_, 2025, after due notice and a public hearing, by the Greater Asheville Regional Airport Authority.

**GREATER ASHEVILLE REGIONAL  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Brad Galbraith, Chair

**ATTEST:**

\_\_\_\_\_  
Ellen M. Heywood, Clerk to the Board

# **Exhibit A**

Asheville Regional Airport

2025-2026 Fiscal Year

Schedule of Rates, Fees and Charges

**SUMMARY TABLE****RESULTS**

(Fiscal Years Ending June 30)

	2024	2025	2026
<u>Signatory Airline Rates &amp; Charges:</u>			
Terminal Building Rental Rate (per s.f.) <sup>1</sup>	\$87.67	\$148.09	\$191.06
Terminal Rental Rate - Preferential Space (per s.f.) <sup>1</sup>		\$87.67	\$148.09
Passenger-Related Security Fee (per EP)	\$0.82	\$1.01	\$1.55
Landing Fee (per 1,000-lbs)	\$2.55	\$3.27	\$3.01
Ticket Counter & Queue Fee (per EP-unassigned)	\$0.40	\$0.51	\$0.78
Baggage Make-Up & Claim Fee (per bag)	\$1.22	\$1.63	\$3.12
Baggage Make-Up & Claim Fee (per airline)	\$24,051	\$40,629	\$69,543
Gate Area Charge per (enplaned pax)	\$1.33	\$1.71	\$2.64
Gate Area Fee (per airline)	\$61,440	\$103,788	\$133,905
Ramp Fee (per depart.)	\$0.00	\$7.30	\$7.05
 <u>Turn Fees <sup>2</sup></u>			
Per Turn Fee for Exempt Carriers (0-70 seats)	\$529.00	\$704.00	\$756.00
Per Turn Fee for Exempt Carriers (71-135 seats)	\$610.00	\$813.00	\$872.00
Per Turn Fee for Exempt Carriers (136+ seats)	\$712.00	\$948.00	\$1,018.00
 Average AVL CPE	 \$6.50	 \$7.95	 \$10.94

<sup>1</sup> For FY2025, Terminal Rental Rate for Airline Preferential Space will remain at FY2024 rate

For FY2026, Terminal Rental Rate for Airline Preferential Space will be FY2025 rate

<sup>2</sup> Includes use of holdroom, bag claim, bag make-up, passenger loading bridge, apron, tug drives, and ticket counter

**Table 1****AVIATION ACTIVITY**

(Fiscal Years Ending June 30)

	2024	2025	2026
<u>Enplaned Passengers:</u>			
Allegiant	450,000	550,000	550,000
American	270,000	400,000	290,000
Delta	230,000	290,000	195,000
Jet Blue	4,500	12,000	15,000
Sun Country	15,500	15,000	0
Spirit	0	0	0
United	80,000	108,000	100,000
Total	1,050,000	1,375,000	1,150,000
<u>Estimated Checked Bags:</u>			
Allegiant	149,568	184,987	230,700
American	104,656	149,911	95,060
Delta	142,870	169,021	127,000
Jet Blue	1,675	3,000	0
Sun Country	5,425	5,425	0
Spirit	0	0	0
United	41,821	52,727	52,800
Total	446,015	565,071	505,560
<u>Departures:</u>			
Allegiant	3,006	3,436	3,635
American	3,394	4,910	5,360
Delta	2,552	3,145	3,200
Jet Blue	56	130	150
Sun Country	104	104	0
Spirit	0	0	0
United	1,311	1,977	1,835
Total	10,423	13,702	14,180
<u>Landed Weight (1,000-lb units):</u>			
Allegiant	428,913	487,875	510,000
American	324,000	474,600	348,000
Delta	265,000	327,374	325,000
Jet Blue	5,455	13,696	18,000
Sun Country	15,000	15,000	0
Spirit	0	0	0
United	91,000	139,876	115,000
Total	1,129,368	1,458,421	1,316,000

Note: Amounts may not add due to rounding.

**Table 2****TERMINAL SPACE (s.f.)**

(Fiscal Years Ending June 30)

	2024	2025	2026
<u>Preferential Space:</u> <sup>1</sup>			
Allegiant	1,396	1,396	1,858
American	2,436	2,436	2,436
Delta	2,609	2,609	2,609
JetBlue	330	330	330
Sun Country	267	267	0
United	1,350	1,350	1,350
CRJ	462	462	0
Total Preferential Space	8,850	8,850	8,583
<u>Joint Use Space:</u>			
Baggage Make-Up	3,192	3,192	3,192
Baggage Claim	4,124	4,124	4,124
Gates 1-3 Holdroom	8,517	8,517	8,517
Gates 4-7 Holdroom	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	3,421	3,421	3,421
Total Joint Use Space	26,005	26,005	26,005
Total Airline Rented	34,855	34,855	34,588
<u>Other Rentable:</u>			
Ticket Counter (unassigned)	472	472	472
Queue (unassigned)	740	740	740
Vacant Airline Preferential Space	785	785	1,052
Concession Space	13,775	13,775	13,775
FAA Tower & Related Office Space	4,374	4,374	4,374
TSA Offices & Breakroom	1,933	1,933	1,933
TSA Passenger Security Screening	4,891	4,891	4,891
TSA Offices Adjacent to Passenger Screening	396	396	396
Total	27,366	27,366	27,633
Total Rentable Space	62,221	62,221	62,221
Public and Other Areas	45,628	45,628	45,628
Total Terminal Space	107,849	107,849	107,849

Note: Amounts may not add due to rounding.

<sup>1</sup> Includes ticket counter, queue, and office space.

**Table 3****DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Depreciation:</u> <sup>1</sup>				
Gross Depreciation		\$5,400,000	\$8,200,000	\$8,300,000
Less: Grant & PFC Amortization		(3,800,000)	(3,800,000)	(3,800,000)
Net Depreciation	[A]	\$1,600,000	\$4,400,000	\$4,500,000
<u>By Cost Center (%):</u>				
Airfield Area	[B]	14.0%	14.0%	14.0%
Terminal Building	[C]	30.0%	30.0%	30.0%
Parking, Roadway, and Ground Trans.	[D]	33.0%	33.0%	33.0%
General Aviation Area	[E]	16.0%	16.0%	16.0%
Other Area	[F]	7.0%	7.0%	7.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$224,000	\$616,000	\$630,000
Terminal Building	[A*C]	480,000	1,320,000	1,350,000
Parking, Roadway, and Ground Trans.	[A*D]	528,000	1,452,000	1,485,000
General Aviation Area	[A*E]	256,000	704,000	720,000
Other Area	[A*F]	112,000	308,000	315,000
Net Depreciation	[A]	\$1,600,000	\$4,400,000	\$4,500,000
<u>Amortization:</u>				
Gross Amortization		\$242,056	\$242,056	\$242,056
Less: Grant & PFC Amortization		(162,475)	(162,475)	(162,475)
Net Amortization	[G]	\$79,581	\$79,581	\$79,581

Table 3

**DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>By Cost Center (%):</u>				
Airfield Area	[H]	100.0%	100.0%	100.0%
Terminal Building	[I]	0.0%	0.0%	0.0%
Parking, Roadway, and Ground Trans.	[J]	0.0%	0.0%	0.0%
General Aviation Area	[K]	0.0%	0.0%	0.0%
Other Area	[L]	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[G*H]	\$79,581	\$79,581	\$79,581
Terminal Building	[G*I]	0	0	0
Parking, Roadway, and Ground Trans.	[G*J]	0	0	0
General Aviation Area	[G*K]	0	0	0
Other Area	[G*L]	0	0	0
Net Amortization	[G]	\$79,581	\$79,581	\$79,581
<u>Capital Outlay:</u>				
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000
<u>By Cost Center (%):</u>				
Airfield Area	[N]	50.0%	50.0%	50.0%
Terminal Building	[O]	50.0%	50.0%	50.0%
<u>By Cost Center:</u>				
Airfield Area	[M*N]	\$50,000	\$50,000	\$50,000
Terminal Building	[M*O]	50,000	50,000	50,000
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000

Note: Amounts may not add due to rounding.



**Table 4****OPERATION AND MAINTENANCE EXPENSES**

(Fiscal Years Ending June 30)

		Budget	Budget	Budget
		2024	2025	2026
<u>By Category:</u>				
Personnel Services		\$10,684,903	\$13,637,208	\$13,728,454
Professional Services		\$701,700	\$887,030	\$1,125,335
Utilities		\$495,565	\$628,010	\$545,375
Promotional Activities		\$337,600	\$464,000	\$375,725
Maintenance and Repairs		\$304,700	\$562,000	\$574,500
Contracted Services		\$2,214,305	\$3,605,987	\$4,643,913
Insurance Expense		\$398,607	\$480,000	\$772,318
Materials and Supplies		\$656,890	\$828,385	\$767,224
Other Expenses		\$540,545	\$665,714	\$633,909
Total O&M Expenses	[A]	<u>\$16,334,815</u>	<u>\$21,758,334</u>	<u>\$23,166,753</u>
<u>By Cost Center (%):</u>				
Airfield Area	[B]	26.0%	25.6%	25.1%
Terminal Building	[C]	45.9%	44.8%	43.7%
Parking, Roadway, and Ground Trans.	[D]	14.6%	16.3%	18.4%
General Aviation Area	[E]	9.7%	9.5%	9.3%
Other Area	[F]	3.9%	3.7%	3.5%
Total		<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$4,245,524	\$5,571,814	\$5,815,618
Terminal Building	[A*C]	7,492,146	9,754,558	\$10,120,453
Parking, Roadway, and Ground Trans.	[A*D]	2,377,810	3,553,914	\$4,269,721
General Aviation Area	[A*E]	1,587,389	2,064,126	\$2,153,837
Other Area	[A*F]	631,946	813,922	\$807,124
Total O&M Expenses	[A]	<u>\$16,334,815</u>	<u>\$21,758,334</u>	<u>\$23,166,753</u>

Note: Amounts may not add due to rounding.

Table 5

**LANDING FEE AND REVENUE**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Airfield Requirement:</u>				
O&M Expenses		\$4,245,524	\$5,571,814	\$5,815,618
Less: Deicing Chemicals		(40,000)	(40,000)	(40,000)
O&M Reserve Requirement		348,805	663,145	121,902
Net Depreciation		224,000	616,000	630,000
Net Amortization		79,581	79,581	79,581
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$4,907,910	\$6,940,539	\$6,657,101
<u>Landing Fee Credits:</u>				
Non-Airline Revenue	[B]	\$115,000	\$115,000	\$115,000
Other	[C]	0	0	0
Total Credits	[D=B+C]	\$115,000	\$115,000	\$115,000
Net Landing Fee Requirement	[E=A-D]	\$4,792,910	\$6,825,539	\$6,542,101
Airline Landed Weight	[F]	1,129,368	1,458,421	1,316,000
Airline Landing Fee (pre-Revenue Share)	[G=E/F]	\$4.24	\$4.68	\$4.97
Revenue Share Credit	[H]	\$1,917,078	\$2,050,644	\$2,587,310
Adjusted Airline Net Requirement	[I=E-H]	\$2,875,832	\$4,774,896	\$3,954,791
Airline Landing Fee	[J=I/F]	\$2.55	\$3.27	\$3.01
Airline Landing Fee Revenue	[K=F*J]	\$2,875,832	\$4,774,896	\$3,954,791

Note: Amounts may not add due to rounding.

Table 6

**TERMINAL RENTAL RATE AND REVENUE**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Terminal Requirement:</u>				
O&M Expenses		\$7,492,146	\$9,754,558	\$10,120,453
O&M Reserve Requirement		588,012	1,131,206	182,947
Net Depreciation		480,000	1,320,000	1,350,000
Net Amortization		0	0	0
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	4,258,836
Debt Service Coverage (25%)		0	0	1,064,709
Total Requirement	[A]	\$8,610,158	\$12,255,765	\$17,026,946
<u>Terminal Credits:</u>				
Passenger-Related Security Charges		\$857,503	\$1,393,130	\$1,787,906
AirIT Landside Expenses		16,463	16,463	16,463
Loading Bridge or Ramp Fees		0	100,000	100,000
Total Terminal Credits	[B]	\$873,966	\$1,509,593	\$1,904,369
Net Requirement	[C=A-B]	\$7,736,191	\$10,746,172	\$15,122,577
Rentable Space (s.f.)	[D]	62,221	62,221	62,221
Terminal Rental Rate	[E=C/D]	\$124.33	\$172.71	\$243.05
Airline Rented Space (s.f.)	[F]	34,855	34,855	34,588
Airline Requirement	[G=E*F]	\$4,333,665	\$6,019,797	\$8,406,482
Revenue Share Credit	[H]	\$1,278,052	\$858,071	\$1,797,961
Adjusted Airline Requirement	[I=G-H]	\$3,055,613	\$5,161,727	\$6,608,521
Airline Rented Preferential Space (s.f.)	[F]	8,850	8,850	8,583
Adjusted Airline Terminal Rate	[J=I/F]	\$87.67	\$148.09	\$191.06
Airline Terminal Rentals (Preferential Space)	[K=F*J]	\$775,848	\$1,310,609	\$1,639,902

Note: Amounts may not add due to rounding.

**Table 6A**

**LOADING BRIDGE OR RAMP FEE AND REVENUE**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Ramp Fee</u>				
Operating Expenses <sup>1</sup>		\$0	\$100,000	\$100,000
Capital Outlay		0	0	0
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$0	\$100,000	\$100,000
Total Departures	[B]	10,423	13,702	14,180
Ramp Fee (per Departure)	[C=A/B]	\$0.00	\$7.30	\$7.05
Total Loading Bridge Revenue	[D=B*C]	\$0	\$100,000	\$100,000

Note: Amounts may not add due to rounding.

Table 6B

**JOINT USE CHARGES**

(Fiscal Years Ending June 30)

		2024	2025	2026
Adjusted Signatory Airline Terminal Rate	[A]	\$87.67	\$148.09	\$191.06
<u>Joint Use Space (s.f.):</u>				
Baggage Make-Up	[B1]	3,192	3,192	3,192
Baggage Claim	[B2]	4,124	4,124	4,124
Gates 1-3 Holdroom	[C1]	8,517	8,517	8,517
Gates 4-7 Holdroom	[C2]	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	[C23]	3,421	3,421	3,421
Joint Use Space		26,005	26,005	26,005
Baggage Make-Up & Claim Requirement	[D=A*(B1+B2)]	\$641,367	\$1,083,437	\$1,397,824
PLUS:				
Supply Costs - Bag Tags		\$0	\$130,000	\$90,000
3rd Bag Carousel Capital Cost (1/3)				\$366,667
Total Baggage Make-Up & Claim Requirement		\$641,367	\$1,213,437	\$1,854,491
Gate Areas Requirement	[E=A*(C1+C2+C3)]	1,638,398	2,767,681	3,570,795
Total Joint Use Requirement	[G=D+E+F]	\$2,921,132	\$5,194,554	\$5,425,286
<u>Baggage Make-Up &amp; Claim:</u>				
Baggage Make-Up & Claim Requirement (85%)	[H=D*0.85]	\$545,162	\$920,921	\$1,576,317
Checked Bags	[I]	446,015	565,071	505,560
Baggage Make-Up & Claim Fee (per bag)	[J=H/I]	\$1.22	\$1.63	\$3.12
Baggage Make-Up & Claim Requirement (15%)	[K=D*0.15]	\$96,205	\$162,516	\$278,174
Number of Airlines	[L]	4	4	4
Baggage Make-Up & Claim Fee (per airline)	[M=K/L]	\$24,051	\$40,629	\$69,543
<u>Gate Area:</u>				
Gate Area Requirement (85%)	[N=E*85%]	\$1,392,638	\$2,352,529	\$3,035,175
Enplaned Passengers	[O]	1,050,000	1,375,000	1,150,000
Gate Area Charge per (enplaned pax)	[P=N/O]	\$1.33	\$1.71	\$2.64
Gate Area Requirement (15%)	[Q=E*15%]	\$245,760	\$415,152	\$535,619
Number of Airlines	[L]	4	4	4
Gate Area Fee (per airline)	[R=Q/L]	\$61,440	\$103,788	\$133,905
Total Joint Use Revenue	[G]	\$2,279,765	\$3,851,118	\$5,425,286

Note: Amounts may not add due to rounding.

**Table 6C****TICKET COUNTER & QUEUE FEES (UNASSIGNED)**

(Fiscal Years Ending June 30)

		2024	2025	2026
Adjusted Signatory Airline Terminal Rate	[A]	\$87.67	\$148.09	\$191.06
<u>Ticket Counter and Queue Space (s.f.):</u>				
Ticket Counter		1,731	1,731	1,731
Queue Space		2,865	2,865	2,865
Ticket Counter and Queue Space	[B]	4,596	4,596	4,596
Ticket Counter and Queue Space Requirement	[C=A*B]	\$402,915	\$680,628	\$878,130
AirIT Landside Expenses	[D]	16,463	16,463	16,463
Ticket Counter and Queue Requirement	[E=C+D]	\$419,378	\$697,091	\$894,593
Enplaned Passengers	[F]	1,050,000	1,375,000	1,150,000
Ticket Counter & Queue Fee (unassigned)	[G=E/F]	\$0.40	\$0.51	\$0.78
Enplaned Passenger Use	[H]	0	0	0
Ticket Counter & Queue Fees (unassigned)	[I=G*H]	\$0	\$0	\$0

Note: Amounts may not add due to rounding.

**Table 7****PASSENGER-RELATED SECURITY CHARGE**

(Fiscal Years Ending June 30)

		2024	2025	2026
Personnel-Related Security Cost	[A]	\$1,935,605	\$2,167,975	\$2,215,894
<u>Officer Deployment Hours:</u>				
Total Hours (17 Officers at 42 hrs/week; 2 officers at 40 hrs/week)		2,174	2,174	2,064
Holiday (11 Holidays)		(198)	(198)	(187)
Vacation (12 Days)		(216)	(216)	(204)
Training (8 hrs per month per officer)		(144)	(144)	(136)
Sick Leave (12 Days Allowed; 9 Days Average Used)		(162)	(162)	(153)
Available Hours/Officer	[B]	1,454	1,454	1,384
Number of Officers	[C]	20	20	19
Total Available Hours	[D=B*C]	29,072	29,072	26,304
Less: Admin Hours Total	[E]	(2,880)	(2,880)	(2,736)
Total Officer Deployment Hours	[F=D-E]	26,192	26,192	23,568
Personnel-Related Security Cost per Hour	[G=A/F]	\$73.90	\$82.77	\$94.02
<u>Passenger-Related Security Charge:</u>				
Terminal Airlines (18 hrs/day Security Checkpoint)		\$485,527	\$543,815	\$583,412
Contract Security - Exit Lane & Employee Screening		\$60,000	\$55,000	\$235,000
Supply Costs - Boarding Passes, etc.		\$0	\$70,000	\$35,000
Less: TSA Reimbursement		(116,800)	0	0
Net Personnel-Related Costs	[H]	\$428,727	\$668,815	\$853,412
TSA Passenger Security Screening Space (s.f.)	[I]	4,891	4,891	4,891
Terminal Rental Rate	[J]	\$87.67	\$148.09	\$191.06
Security Checkpoint Space Costs	[K=I*J]	\$428,776	\$724,315	\$934,494
Passenger-Related Security Charges	[L=H+K]	\$857,503	\$1,393,130	\$1,787,906
Enplaned Passengers	[M]	1,050,000	1,375,000	1,150,000
Passenger-Related Security Charges per Enplaned Passenger	[N=L/M]	\$0.82	\$1.01	\$1.55
Passenger-Related Security Charges	[O=M*N]	\$857,503	\$1,393,130	\$1,787,906

Note: Amounts may not add due to rounding.

**Table 8****COST PER ENPLANED PASSENGER**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Airline Revenue:</u>				
Terminal Rentals		\$3,055,613	\$4,627,010	\$6,696,376
Boarding Bridge or Ramp Fees		0	100,000	100,000
Landing Fees		2,875,832	4,774,896	3,954,791
Unassigned Ticket Counter Charges		0	0	0
Passenger Related Security Charges		857,503	1,393,130	1,787,906
Deicing Chemicals		40,000	40,000	40,000
Total	[A]	\$6,828,948	\$10,935,035	\$12,579,073
Enplaned Passengers	[B]	1,050,000	1,375,000	1,150,000
Cost Per Enplaned Passenger	[C=A/B]	\$6.50	\$7.95	\$10.94

Note: Amounts may not add due to rounding.



**Table 9****PER TURN FEE FOR MARKET SHARE EXEMPT CARRIERS**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Per Turn Requirement:</u>				
Joint Use Cost <sup>1</sup>		\$2,921,132	\$5,194,554	\$5,425,286
Loading Bridge or Ramp Cost		0	100,000	100,000
Unassigned Ticket Counter Cost		419,378	697,091	894,593
Passenger Related Security Charge Cost		857,503	1,393,130	1,787,906
Deicing Chemicals Cost		40,000	40,000	40,000
Total	[A]	\$4,238,014	\$7,424,776	\$8,247,784
Total Departures	[B]	10,423	13,702	14,180
Average Per Turn Cost	[C=A/B]	\$406.60	\$541.88	\$581.65
Per Turn Fee for Exempt Carriers (0-70 seats)	[D=C*130%]	\$529.00	\$704.00	\$756.00
Per Turn Fee for Exempt Carriers (71-135 seats)	[E=C*150%]	\$610.00	\$813.00	\$872.00
Per Turn Fee for Exempt Carriers (136+ seats)	[F=C*175%]	\$712.00	\$948.00	\$1,018.00

Note: Amounts may not add due to rounding.

## **NEW BUSINESS:**

### **A. Approval of Construction Contract Change Order No. 6 with Kokolakis Contracting for the Air Traffic Control Tower and Associated Facilities Project:**

Lexie Farmer summarized the change orders with Kokolakis Contracting that were previously approved by the Board for the Air Traffic Control Tower project. Mrs. Farmer commented that ten change order requests have been compiled into Change Order No. 6, highlighted the items included in the change order, and stated that the total for Change Order No. amounts to \$48,860.05. There is no additional time associated with the changes and brings the total cost of the contract to \$46,930,981.36. Mrs. Farmer further stated that the amount of Change Order No. 6 falls within the construction allowance and does not require a budget amendment.

Mr. Bell moved to approve Change Order No. 6 with Kokolakis Contracting in the amount of \$48,860.05 and authorize the President & CEO to execute the necessary documents. Dr. Leatherwood seconded the motion and it carried unanimously.

## **PRESIDENT'S REPORT:**

**A. WNC Pilots Association:** The president displayed the resolution plaque that was presented to the Authority at the July meeting of the WNC Pilots Association ("WNCPA") for the Authority's support of the WNCPA Educational Foundation.

**B. Employee Recognition:** The president recognized several of the Authority's Public Safety department employees for a Life-Saving Commendation that was received as a result of their response to a passenger's recent cardiac arrest.

**C. Logo Rollout:** The airport's new logo will be revealed at a media event at the airport the morning of August 19<sup>th</sup>. Passengers will also be treated to a celebration that afternoon.

**D. Contingency Transfer:** To coincide with the forthcoming new branding of the airport, a new logo for the monument sign at the main entrance to the airport has been ordered. The president advised the Board that \$18,175 was moved from contingency to cover the cost of this expense.

**E. Change Order:** The president reported that he had approved a change order in the amount of just over \$10,000.00 to enclose the passenger shelter that had been previously installed in the south shuttle parking lot.

**AUTHORITY MEMBER REPORTS:** None

**INFORMATION SECTION:** No comments

**PUBLIC AND TENANTS COMMENTS:** None

**CALL FOR NEXT MEETING:** The Chair stated that the next regular meeting of the Board will be held on September 12, 2025 at Council Chambers, Fletcher Town Hall.

**CLOSED SESSION:** At 8:54 a.m. Mr. Kennedy moved that the Greater Asheville Regional Airport Authority go into closed session at this time pursuant to North Carolina General Statute 143-318.11(a) subsections (4) and (5): to discuss matters relating to the location or expansion of industries or other businesses in the area served by the Authority; and to establish or instruct the Authority's staff or negotiating agents concerning the position to be taken by or on behalf of the Authority in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease. Dr. Leatherwood seconded the motion and it carried unanimously.

The Chair indicated that after a brief break, the Board would resume in closed session.

Open Session resumed at 9:14 a.m.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY AUGUST 8, 2025**

**CLOSED SESSION MINUTES:** Mr. Kennedy moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Bell seconded the motion and it carried unanimously.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY JUNE 13, 2025 CLOSED**

**SESSION MINUTES:** Mr. Kennedy moved to approve the minutes for the Greater Asheville Regional Airport Authority June 13, 2025 Closed Session and to seal and withhold the minutes for the June 13, 2025 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Dr. Leatherwood seconded the motion and it carried unanimously.

**ADJOURNMENT:** Mr. Bell moved to adjourn the meeting at 9:15 a.m. Mr. Kennedy seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood  
Clerk to the Board

Approved:

Brad Galbraith  
Chair



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## **MEMORANDUM**

TO: Members of the Airport Authority

FROM: Christina Madsen, VP Business Development & Properties

DATE: September 12, 2025

### **ITEM DESCRIPTION – Consent Item B**

Approval to extend Temporary Construction Easement for the Sewer Line Easement granted to Sergio and Autumn Mendez

### **BACKGROUND**

In June 2025, the Board approved the Sewer Line Easement Agreement along with temporary construction easement that would be good for 90 days from recording, which expires on September 17, 2025. There have been some construction issues out of the owners control and they have requested an extension for an additional 120 days for the temporary construction easement.

### **ISSUES**

None

### **ALTERNATIVES**

The Board could deny the additional 120 days.

### **FISCAL IMPACT**

None

### **RECOMMENDED ACTION**

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve and allow the temporary construction easement to be extended for an additional 120 days, and (2) authorize the President & CEO to execute and implement the necessary process and documents.

Consent Item B



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## **MEMORANDUM**

TO: Members of the Airport Authority

FROM: Christina Madsen, VP Business Development & Properties

DATE: September 12, 2025

### **ITEM DESCRIPTION – New Business Item A**

Approval of General Aviation Fuel Flowage Fee Increase

### **BACKGROUND**

In March 2008, the Greater Asheville Regional Airport Authority Board approved a fuel flowage fee of \$0.05 per gallon of fuel delivered to the fixed base operator. This fee is collected and paid to the Authority, on a monthly basis from the current fixed based operator Signature Aviation. The fixed base operator may choose to pass along this fee to the consumer; however, they are not required to do so. The original fuel flowage fee implemented in 2008 has never been adjusted.

The Federal Aviation Administration requires all airports to be as self-sufficient as possible. The fuel flowage fee contributes to Authority's requirement to be self-sufficient. Therefore, periodic reviews of rental rates and fees being assessed are evaluated and adjusted if necessary.

Staff reviewed the fuel flowage fees at multiple airports in North Carolina and two airports in South Carolina and the results of this survey are depicted on the Attachment A.

Based on the findings in this survey, staff is recommending increasing the fuel flowage fee to \$0.09 per gallon effective October 1, 2025. In addition, every three years a reevaluation of the flowage fees will be conducted to determine the market rate and any adjustments will be made through the annual budget process.

Staff met with Signature Aviation and the pilot association to update them on these changes. A letter coordinated between Signature and the Authority will be sent out to all based aircraft owners.

New Business Item A



## **ISSUES**

None

## **ALTERNATIVES**

The Board could deny the adjustment or change the amount.

## **FISCAL IMPACT**

The fuel flowage fee increase of \$0.04 is estimated to generate approximately \$85,000 in additional annual revenue to the Authority.

## **RECOMMENDED ACTION**

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the increase to the Fuel Flowage Fee described above and reevaluate the Fuel Flowage Fee every three years, and (2) authorize the President & CEO to execute and implement the necessary process and documents.

Attachment



## ATTACHMENT A Fuel Flowage Fee Survey

North Carolina Airports Fuel Flowage Fees Survey				
		Per Gallon		Per Gallon
Asheville	AVL	\$ 0.05		
Albert J. Ellis Airport	OAJ	\$ 0.08		
Burlington	BUY	\$ 0.10		
Coastal Carolina	EWN	\$ 0.05		
Gastonia	AKH	\$ 0.15		
Laurinburg-Maxton	MEB	\$ 0.04		
Plymouth Municipal Airport	PMZ	\$ 1.00		
Smith Reynolds	INT	\$ 0.10		
Statesville*	SVH	scale	0-100,000	\$ 0.20
* Tenants who have private fuel farms. Read their fuel			100001 - 200000	\$ 0.15
tank meters every 3 months and issue an invoice.			200001 - 300000	\$ 0.10
			300,001 +	\$ 0.05
Wilimington	ILM	\$ 0.09		
Wilson Industrial Air Center	NONE			
South Carolina				
Greenville-downtown (SC)	GMU	\$ 0.10		
Greenville-Spart (SC)	GSP	\$ 0.10		



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina Madsen, VP Business Development & Properties

DATE: September 12, 2025

### ITEM DESCRIPTION – New Business Item B

Approval of New Minimum Standards Requirements for Airport Commercial Aeronautical Activities

### BACKGROUND

This item requests the current Minimum Standards be terminated and the attached New Minimum Standards for Airport Commercial Aeronautical Activities be approved and adopted effective October 1, 2025.

In April, 2004 the Greater Asheville Regional Airport Authority Board approved and adopted Minimum Standards for the Asheville Regional Airport. On July 19, 2004, the Minimum Standards were updated and amended by the Board.

Minimum Standards are required by the Federal Aviation Administration to (1) establish the threshold entry requirements for those entities wishing to engage in Commercial Aeronautical Activities at the Airport including, (2) ensure that those entities obtaining the approval of the Authority to engage in such activities are not exposed to unfair competition, and (3) protect the public from unsafe or inadequate or substandard aeronautical products, services, and facilities.

These new Minimum Standards have also been established to comply with FAA Grant Assurances and Advisory Circular 150/5190-7, which provides that the Airport may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport. The Airport may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

The purpose of the new Minimum Standards is to encourage, promote, and ensure:

(1) The delivery of high-quality aeronautical products, services, and facilities to Airport customers; (2) The design and development of quality aeronautical facilities and

New Business Item B





improvements at the Airport; and the orderly development of Airport property; establishment of a consistent policy to ensure the similar treatment of similarly situated entities; (3) Safety and security; and (4) The economic health of the Airport and aeronautical businesses.

These new Minimum Standards were developed taking into consideration: (1) the role of the Airport, (2) the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport, (3) the future needs for and the anticipated development of the Airport and the community (4) the promotion of fair competition at the Airport. These Minimum Standards are essential to protect public interest, discourage substandard Operators, and protect Airport customers.

Staff will periodically review and update these new Minimum Standards as necessary as required by activities on the Airport or as regulations are changed. Any existing activities or service provider currently under a fully executed and approved lease or operating agreement will not be required to meet the standards until at such time that the service provider's lease or agreement with the Authority is modified, renewed, or a change in the service provider's ownership occurs.

The new Minimum Standards for Airport Commercial Aeronautical Activities are attached.

## **ISSUES**

None.

## **ALTERNATIVES**

The Board could deny or edit the new standards.

## **FISCAL IMPACT**

None identified at this time.

## **RECOMMENDED ACTION**

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve and adopt the Revised Minimum Standards Requirements for Airport Commercial Aeronautical Activities effective October 1, 2025, and (2) terminate the existing Minimum Standards effective October 1, 2025, and (3) authorize the President & CEO to execute and implement the necessary process and documents.

Attachment

**DRAFT**

**GREATER ASHEVILLE REGIONAL  
AIRPORT AUTHORITY**



**MINIMUM STANDARD REQUIREMENTS  
FOR  
AIRPORT COMMERCIAL AERONAUTICAL ACTIVITIES**

**Adopted**

\_\_\_\_\_, 2025

## **PRESIDENT & CEO APPROVAL**

### Asheville Regional Airport Minimum Standards for Commercial Aeronautical Activities

PRESIDENT & CEO APPROVAL Pursuant to its proprietary role as the owner and operator of the Asheville Regional Airport, the Greater Asheville Regional Airport Authority, through the President & Chief Executive Officer, adopts these Minimum Standards for Commercial Aeronautical Activities to encourage and ensure, to the greatest extent possible, the provision of adequate aeronautical services and activities at and from the Asheville Regional Airport as well as the economic health of the Airport and the orderly redevelopment and further development of aeronautical and related support facilities at the Airport. This supersedes all previous documents of its kind and was officially adopted on September 12, 2025.

Issued and Approved by:

Lew Bleiweis, A.A.E.  
President & CEO  
Greater Asheville Regional Airport Authority

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **FOREWORD**

The Greater Asheville Regional Airport Authority, as established by the North Carolina General Assembly in 2012 and acting by virtue of the powers granted to it, as those powers have been amended from time to time, hereby establishes these Minimum Standards for Commercial Aeronautical Activities for Asheville Regional Airport. These Minimum Standards for Commercial Aeronautical Activities will apply to all new Operator Agreements and existing Operator Agreements to the extent specified herein.

The Greater Asheville Regional Airport Authority reserves the right to amend these Minimum Standards for Commercial Aeronautical Activities as may be necessary or desirable to improve the quality of services at the Asheville Regional Airport, to enhance competition, when deemed to be in the Greater Asheville Regional Airport Authority's best interest or the public's best interest or when necessary, to comply with Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA"), or other governmental regulations including the Greater Asheville Regional Airport Authority's Airport Rules and Regulations.

If any section, subsection, sentence, clause, or phrase of these policies and procedures is, for any reason, held to be invalid or unconstitutional by the FAA or any court of competent jurisdiction, then such decision shall neither affect nor impair any of the remaining provisions. The President and Chief Executive Officer is authorized to act for the Greater Asheville Regional Airport Authority in connection with the enforcement of all Minimum Standards for Commercial Aeronautical Activities contained herein.

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## SECTION 1: INTRODUCTION

### A. POLICY STATEMENT

The Greater Asheville Regional Airport Authority (“Authority”) does hereby establish the following Minimum Standards for Commercial Aeronautical Activities (“Minimum Standards”) policy for Asheville Regional Airport (“Airport”):

These Minimum Standards: (1) establish the threshold entry requirements for those entities wishing to engage in Commercial Aeronautical Activities at the Airport including, but not limited to, the provision of aeronautical products, services, and/or facilities to the public, (2) ensure that those entities obtaining the approval of the Authority to engage in such activities are not exposed to unfair competition, and (3) protect the public from unsafe or inadequate or substandard aeronautical products, services, and facilities. To this end, all qualified and experienced entities desirous of engaging in Commercial Aeronautical Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to fully complying with these Minimum Standards, subject to availability of suitable space at the Airport to conduct such activities; however, these Minimum Standards do not imply a guaranteed right to conduct such services.

These Minimum Standards have also been established to comply with FAA Grant Assurance 22 Economic Nondiscrimination Sections (h) and (i) (see 49 U.S.C. § 47107) and Advisory Circular 150/5190-7, which provides that the Airport may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport. The Airport may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

These Minimum Standards were developed taking into consideration: (1) the role of the Airport, (2) the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport, (3) the future needs for and the anticipated development of the Airport and the community (4) the promotion of fair competition at the Airport. These Minimum Standards are essential to protect public interest, discourage substandard Operators, and protect Airport customers.

The purpose of these Minimum Standards is to encourage, promote, and ensure:

1. The delivery of high-quality aeronautical products, services, and facilities to Airport customers;
2. The design and development of quality aeronautical facilities and improvements at the Airport; and the orderly development of Airport property; establishment of a consistent policy to ensure the similar treatment of similarly situated entities;
3. Safety and security;
4. The economic health of the Airport and aeronautical businesses;

The Authority will periodically review and update this document as necessary as it is required by activities on the Airport or as regulations are changed. Any existing activities service provider

currently under a fully executed and approved lease will not be required to meet the standards until at such time that the service provider's lease with the Authority is modified, renewed, or a change in the service provider's ownership occurs.

- B. ADMINISTRATION AND POLICY OVERSIGHT** The President & CEO, or his or her designee shall enforce these Minimum Standards on behalf of the Authority.
- C. EFFECTIVE DATE** These Minimum Standards shall be effective on September 12, 2025, and shall remain in effect until such time that these Minimum Standards are either repealed or amended.
- D. AMENDMENT OF STANDARDS** These Minimum Standards may be amended or modified, in whole or in part, from time to time, and no rights shall accrue to any FBO, SASO or third party by these Standards.
- E. OWNER'S RIGHTS** The establishment of these Minimum Standards does not alter the Authority's proprietary right to engage in the development of Airport property as it deems prudent, including development of Commercial Aeronautical Activities historically exercised by the Authority or which are not otherwise conferred exclusively herein. The Authority reserves the right to modify these Minimum Standards as deemed necessary to maintain the Airport as a safe and secure environment.
- F. SEVERABILITY** In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.
- G. SUBORDINATION** These Minimum Standards are subordinate and subject to the provisions of any agreement between the Authority and the United States Government relative to the operation and maintenance of the Airport, the execution of which has been, or may in the future be, required as a condition precedent to the transfer of federal funds or property to the Authority for Airport purposes, or the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended. In addition, these Minimum Standards are subordinate to all agreements between the Authority and the State of North Carolina, and the Standards are also subordinate to existing agreements, leases, and permits between the Authority and airport tenants and operators.
- H. NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS** Any notice, request for approval application, or other filing required or permitted to be given or to be filed with the Authority shall be in writing, signed by the party giving such notice, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

ATTN: Chief Administrative Officer (CAO)  
Greater Asheville Regional Airport Authority  
Asheville Regional Airport  
61 Terminal Drive, Suite 1  
Fletcher, NC 28732  
[pr@flyavl.com](mailto:pr@flyavl.com)

- I. VARIANCES, WAIVERS AND DEVIATIONS** The Authority reserves the right to authorize variances, waivers, or deviations from these Minimum Standards at its reasonable discretion. Such variances, waivers or deviations may include waiving or modifying certain criteria or requiring Operators to meet additional criteria as the Authority, in its sole discretion, deems such variance, waiver, or deviation to be in the best interest of the Airport operation. All requests for variances, waivers or deviations shall be presented to the Authority in writing in a form prescribed by the Authority. The Authority may (but in no event or circumstance shall be obligated to) waive one or more of the Minimum Standards applicable to an Operator for good cause shown upon written request by the Operator, provided that such waiver would not adversely affect public health or safety, the quality of service provided by the Operator to the public, such waiver will not result in unjust discrimination against similarly situated aeronautical users or Operators, or Airport finances or operations, or would not violate any applicable Federal, State, City or other law, statute, ordinance, rule, regulation, or Airport grant assurance. Consistency with federal grant assurances and the FAA's Airport Revenue Use Policy is to be considered by the Authority when reviewing a possible waiver of all or any portion of these Minimum Standards.
- J. ENFORCEMENT** Any Operator that desires to provide any Commercial Aeronautical Activities at the Airport must have an agreement or permit with the Authority and comply with these Minimum Standards. The President & CEO or his or her designee shall enforce the provisions of these Minimum Standards and may call upon appropriate law enforcement officials for such assistance as the President & CEO or his or her designee may, from time to time, require.

Failure to comply with the applicable standards set forth herein may result in the temporary suspension, or permanent revocation, of the applicable activity agreement or permit issued to Operator. Subsequent violations may result in permanent revocation of the agreement or permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Airport Rules and Regulations. Furthermore, failure to comply may also result in the termination of other agreements between the Operator and the Authority.



## **SECTION 2. DEFINITIONS**

**ADVISORY CIRCULAR (AC)** – documents published by the FAA that contain information about standards, practices, and procedures that the FAA has found to be acceptable for compliance with associated rules, laws, or regulations.

**AGREEMENT** – a written contract, executed by both parties, and enforceable by law between the Authority and an entity including, but not limited to, granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities. Such Agreements generally will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties.

**AIRCRAFT** – any contrivance now known or hereafter invented which is used or designed for navigation of, or flight in, air except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, electric vertical take-off and landing aircraft (eVTOL), unmanned aircraft systems (UAS – commonly referred to as drones), sailplanes, amphibians, and seaplanes.

**AIRCRAFT OPERATOR** – a Person who uses, causes to be used, or authorizes to be used, an Aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

**AIRFRAME AND POWERPLANT MECHANIC** – a person, certificated by the FAA, who performs and/or supervises the maintenance, preventive maintenance, or alteration of an Aircraft or appliance, or a part thereof, for which he/she is rated, and may perform additional duties in accordance with certain Regulatory Requirements

**AIRPORT** – means the Asheville Regional Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan and as it may hereinafter be extended, enlarged, or modified.

**AIRPORT CERTIFICATION MANUAL (ACM)** – the manual of operating procedures and lines of responsibility for the operation of the Airport, as required in 14 CFR Part 139.

**AIRPORT LAYOUT PLAN (ALP)** – the drawing (currently approved by the FAA) depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, etc.

**AIR OPERATIONS AREA (AOA)** – a restricted area of the Airport, either fenced or posted, where Aircraft are parked or operated, or operations not open to the public are conducted. Areas include, but are not limited to, the Aircraft Aprons, Aprons, taxiways, runways, unimproved land attributed to the taxiways and runways, safety areas, areas beneath the Terminal Building, areas beneath the concourses, and contiguous areas delineated for the protection and security of Aeronautical Activities.

**AIRPORT SECURITY PROGRAM (ASP)** – a document required by the Transportation Security Administration detailing the Airport’s requirements as contained in the applicable security regulations.

**PRESIDENT & CEO** – the individual designated by the Greater Asheville Regional Airport Authority Board as the President & Chief Executive Officer.

**APRON** – an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

**AUTHORITY** – Greater Asheville Regional Airport Authority- a public body existing under the laws of the State of North Carolina, or its successor in interest.

**BOARD** – the Greater Asheville Regional Airport Authority Board of Directors.

**CODE OF FEDERAL REGULATION (CFR)** - The Code of Federal Regulations is the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

**COMMERCIAL** – for the purpose of generating revenue, earnings, income, compensation (including exchange for service), and/or profit, whether or not such objectives are accomplished.

**COMMERCIAL AERONAUTICAL ACTIVITY** – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations. The following Commercial Aeronautical Activities, commonly conducted on Airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, Aircraft sales and services, Aircraft storage, sale of aviation petroleum products, repair and maintenance of Aircraft, sale of Aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as Aeronautical Activities.

**EMPLOYEE(S)** – any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., income, social security and Medicare). The determination of status between “Employee” and “contractor” shall be made according to the current Internal Revenue Service standards.

**EXCLUSIVE RIGHT** – a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An Exclusive Right can be conferred either by express Agreement (i.e. lease Agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct a Commercial Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

**ENVIRONMENTAL LAWS** means all applicable local, state, and federal laws, statutes, ordinances, rules, regulations, and orders concerning or relating to public health and safety, worker/occupational

health and safety, and pollution or protection of the environment, including the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 United States Code (U.S.C.) §§9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§1801, et seq.; the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 U.S.C. §§1251, et seq.; The Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901, et seq.; and the Toxic Substances Control Act, as amended, 15 U.S.C. §§2601, et seq.

**FEDERAL AVIATION ADMINISTRATION (FAA)** – the United States Department of Transportation’s Federal Aviation Administration.

**FEDERAL AVIATION REGULATION (FAR)** - rules prescribed by the FAA governing all aviation activities in the United States.

**FIXED BASE OPERATOR (FBO)** – a Commercial business providing fueling and other Aeronautical Services such as hangaring, tie-down and parking, Aircraft rental, Aircraft maintenance, flight instruction, etc. Only authorized FBOs are permitted to provide fueling along with the required services for FBO’s outlined in these Minimum Standards on the Airport.

**INDEPENDENT OPERATOR** – An entity conducting Commercial Aeronautical Activities but without an established place of business on the Airport. This type of Operator is not authorized to provide services at the Airport.

**MINIMUM STANDARDS** – these qualifications, standards, and criteria set forth by the Authority which must be met as a condition for the right to engage in Commercial Aeronautical Activities at the Airport.

**NATIONAL FIRE PROTECTION AGENCY (NFPA)** – a United States trade association that creates and maintains standards and codes for usage and adoption by local governments.

**NON-COMMERCIAL** – not for the purpose of securing earnings, income, compensation (including exchange of service) and/or profit.

**OPERATOR** – any FBO, SASO, and/or any entity subject to the standards set forth herein.

**PRIVATE FLYING CLUB** – A nonprofit or not-for-profit entity (e.g., corporate, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of the club Aircraft must be vested in the name of the Flying Club or owned by all its members, the property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any individual in any form, including salaries, bonuses, etc. The Flying Club may not derive greater revenue from the use of its Aircraft than the amount needed for the operation, maintenance, and replacement of its Aircraft.

**REGULATORY REQUIREMENTS**– federal, state, county, local, and Airport laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the United States Department of Homeland Security, TSA, FAA, Environmental Protection Agency (EPA), OSHA, Aircraft Rescue Fire Fighting (ARFF) Standard Operating Guidelines, and

the Airport Certification Manual, the Airport's primary guiding documents; all as may be in existence, hereafter enacted, and amended from time to time.

**SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)** – SASOs are sometimes known as service providers or special FBOs performing less than full services. These types of companies differ from a full service FBO in that they typically offer only specialized Commercial Aeronautical Services such as Aircraft sales, flight training, Aircraft maintenance, or avionics services for example. SASOs do not have the right to provide fueling services at the Airport.

**SELF-FUELING** - Self-fueling means the fueling of an aircraft by the owner of the aircraft with their own employees and using their own equipment. Self-fueling cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of their preference. Co-op fueling is not considered to be a self-fueler.

**SELF-SERVICE** - in addition to self-fueling, other self-service activities that can be performed by the aircraft owner with their own employees include activities such as maintaining, repairing, cleaning, and otherwise providing service to an owned aircraft provided the service is performed by the aircraft owner or their employees with resources supplied by the aircraft owner in accordance with all applicable Regulatory Requirements including, but not limited to, these Minimum Standards and the Airport's rules and Regulations.

**SUBLEASE** – an agreement entered into by an entity with an Operator that transfers rights or interests in Operator's Premises. Subleases are prohibited, unless the agreed upon in writing by the Authority, which may require other provisions or modifications to the agreement.

**SUBLICENSE** – a license granting rights to a person or company that is not the primary holder of such rights. Sublicenses are prohibited, unless the Authority grants prior written consent.

**THROUGH-THE-FENCE OPERATION** – when the Authority receives approval from the Federal Aviation Administration to grant an entity ground access by an Aircraft across the Airport's property boundary to the Airport's airside infrastructure (commonly known as through the-fence) for assessed fees, and permission to engage in associated Aeronautical Activities from property adjacent to the Airport. The obligation to make an Airport available for the use and benefit of the public does not impose any requirement for the Authority to permit ground access by Aircraft from adjacent property.

**TRANSPORTATION SECURITY ADMINISTRATION (TSA)** – the United States Department of Homeland Security's Transportation Security Administration.

### SECTION 3. GENERAL REQUIREMENTS

All Operators engaging in Commercial Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section as well as the Minimum Standards applicable to the Operators' Activities, as set forth in subsequent sections.

- A. EXPERIENCE/CAPABILITY** Operator shall have such business background and shall demonstrate its business capability and financial capacity to the satisfaction of, and in such manner as to meet the approval of the Authority. Any prospective Operator seeking to conduct a Commercial Aeronautical Activity at the Airport shall demonstrate that it has the resources necessary to realize the business objectives established by the Operator and the personnel, experience, equipment, and licenses necessary to operate in a safe and appropriate manner.
- B. AGREEMENT OR PERMIT REQUIRED** No entity shall be permitted to use any land or improvements, conduct any Commercial Aeronautical Activity or solicit business in connection therewith unless;
1. such activity is conducted in accordance with these Minimum Standards, as amended from time to time by the Authority;
  2. unless the entity has a valid agreement or permit with the Authority allowing the conduct of such specifically authorized activities on the Airport;
  3. pays all applicable fees and charges established by the Authority for granting such rights and privileges;
  4. and, has obtained all required local, state, federal including FAA certifications and/or licenses to perform the Commercial Aeronautical Activity.

In the event of a conflict between an Agreement/permit and the Minimum Standards, the Agreement shall govern. An Operator shall not engage in any Commercial Aeronautical Activity not specifically authorized by Agreement or permit.

- C. PAYMENTS OF RENTS, FEES, AND CHARGES** Operator shall pay the rents, fees, or other charges on time, as specified by the Authority for engaging in all Aeronautical Activities. The Authority may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the Authority by any legal means available to the Authority under any agreement and as provided by legal requirements. Operators shall comply with the policies and/or resolutions adopted by the Authority and within the terms of other written agreements with the Authority.
- D. PREMISES** Operators shall, at a minimum, lease the land and/or improvements or construct improvements as stipulated for the activity in these Minimum Standards. All aeronautical activities must be conducted on the Airport, and Through-the-Fence Operations are not permitted, unless approved in advance and in writing by the Authority and the Federal Aviation Administration in its sole and absolute discretion. Premises used for commercial purposes that require public access shall have the leased area include public access.
1. **Apron/Paved Tie-Downs** – Aprons/paved tie-downs (if required) must be adequately sized having a weight bearing capacity to accommodate the movement, staging, and parking of Operator's, Sub-lessee's or Sub-licensee's, and customer's Aircraft (if applicable) without

interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in taxi lanes or taxiways.

2. **Aprons** – Aprons associated with hangars shall be sufficient in size and strength to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft moving in and out of other facilities or Aircraft operating in taxilanes or taxiways.

**E. PRODUCTS, SERVICES, AND FACILITIES** Unless otherwise agreed to in writing, an FBO may conduct any activity or activities, meeting the applicable standards specified herein, in addition to those specifically identified and required of a FBO. Unless otherwise agreed to in writing, a Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Commercial Aeronautical Activities identified for a SASO. All Operator's are expected to:

1. provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all consumers
2. charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts to volume purchasers)
3. conduct activities in a safe, efficient, and first-class professional manner.

**F. EXCLUSIVE RIGHTS** In accordance with the airport sponsor assurances given to the federal and/or state government by the Authority as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Commercial Aeronautical Activities shall not be construed in any manner as affording any entity an Exclusive Right, other than the exclusive use of the land and/or improvements that may be leased to an entity and then only to the extent provided in an agreement. However, an airport sponsor may elect to provide certain Commercial Aeronautical Activities directly (i.e., products, services, and facilities can be provided by the sponsor's employees using the sponsor's vehicles, equipment, and resources) in which case, the airport sponsor can exercise its proprietary Exclusive Right – as allowed in the assurances. The presence of only one Operator engaged in a particular Commercial Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Authority not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an agreement with the Authority should neither expect nor request that other entities who also desire to engage in the same or similar Commercial Aeronautical Activities be excluded. The opportunity to engage in Commercial Aeronautical Activities shall be made available to those entities complying with the standards and requirements set forth in these Minimum Standards and as land and improvements may be available at the Airport. All uses shall be consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the Authority and the public, as determined by the Authority at its sole discretion.

**G. LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS** Operator shall obtain, at Operator's sole cost and expense, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of entity's Aeronautical Activities at the Airport as required by the Authority or any other duly authorized Agency prior to engaging in any Aeronautical Activity at the Airport. Upon request, entity shall provide copies of such licenses, permits, certifications, or ratings to the Authority within 10 Business Days.

**H. PERSONNEL** Operator shall have courteous, properly trained, fully qualified and certified (if applicable) employees on duty and on premises, or readily available, during hours of activity. Operator shall have sufficient personnel as required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner. Specific hours of operation are detailed under each Commercial Aeronautical Activity and must be adhered to unless otherwise approved by the Authority. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

1. Employee Appearance and Conduct – Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall dress professionally applicable to the operation.
2. Employee shall not use the commercial terminal building hold room seating areas for employee break areas.

**I. AIRCRAFT, VEHICLES, AND EQUIPMENT** All required aircraft, vehicles, and equipment must be fully operational, functional, and available at all times and capable of providing all required products and services in a manner consistent with their intended use.

1. Aircraft, equipment, and vehicles may be unavailable, from time to time, temporarily for a reasonable time period, due to routine or emergency maintenance as long as:
  - a. appropriate measures are being taken to return the aircraft, equipment, or vehicle to service as soon as possible and
  - b. fully operational back-up aircraft, equipment, and vehicles are available at all times

**J. SAFETY AND SECURITY** The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest(s) of the Authority including preserving the assets of the Authority, protecting the safety and security of the people who work at and use the Airport, and maintaining the integrity of the Authority's mission, vision, values, goals, or objectives.

**K. INDEMNIFICATION AND INSURANCE** The Operator shall procure, maintain, and continuously have in effect throughout the term of its activities upon the Airport at Operator's sole expense, insurance of the types and in at least such minimum amounts as set forth in this document (see Appendix C).

1. Policy Change: All Agreements shall require a minimum of thirty (30) days prior written notice of any adverse material change in Operator's required insurance coverage.
2. Insurer Ratings: All Operating Agreements shall require Operators to obtain all required insurance coverages from insurance companies that are approved to issue insurance policies in the State of North Carolina.
3. Indemnity: All Agreements shall contain a hold harmless and indemnity agreement in favor of the Authority.
4. Additional Insured: All insurance that the Operator is required by the Authority to carry and keep



in force outlined in these Minimum Standards or Agreement shall include an additional insured endorsement, except Professional Liability and Workers' Compensation Insurance. Any such endorsement shall include as additional insureds, the Greater Asheville Regional Airport Authority (including, without limitation, members of the Authority's Board, officers, agents, and employees).

5. Evidence of Insurance: All Agreements that specify a minimum insurance requirement shall require the Operator to provide evidence of Insurance in the form of a current ACORD certificate of insurance or its equivalent executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any endorsements required have been issued.
6. Automobile Liability Insurance: Each Operator operating one or more motor vehicles on the Authority's premises in the performance of their work shall purchase and maintain Automobile Liability Insurance in the amounts set forth in these Minimum Standards. Operators having unescorted access to the AOA at Greater Asheville Regional Airport Authority shall purchase and maintain Automobile Liability Insurance in accordance with Appendix C.
7. General Liability Insurance: Each Operator at the Greater Asheville Regional Airport Authority shall maintain Commercial General Liability Insurance in accordance with Appendix C. The Commercial General Liability Insurance policy for an Operator that operates a hangar facility shall include Hangar Keeper's Legal Liability Insurance.
8. Umbrella Liability Insurance: The minimum policy limit requirements under the Authority's policy may be met by a primary Liability Insurance Policy and an Umbrella or Excess Liability Policy.
9. Waiver of Subrogation: All contracts requiring Property Insurance shall contain a waiver of subrogation clause in favor of the Authority.
10. Workers' Compensation and Employers Liability Insurance: All Operators that have employees working on Authority property shall purchase and maintain Workers' Compensation and Employer's Liability Insurance, in policy limit amounts required by State of North Carolina, as may be updated from time to time.
11. Exceptions/Waivers: As may be necessary or in the best interests of the Authority to increase competition, reduce the Authority's expenses, or as otherwise may be deemed appropriate under the circumstances, the Authority's President & CEO or his or her Designee may waive, reduce, or otherwise modify any of the requirements of the Authority's Insurance Requirements, including, without limitation, reducing policy limit requirements, waiving certain coverage, or authorizing larger self-insured retentions.

**L. TAXES AND ASSESSMENTS** Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized entity associated with Operator's Premises (land and/or improvements), Operator's improvements on Premises, and/or Operator's Activities.

**M. MULTIPLE ACTIVITIES** When more than one activity is proposed, the activities will be reviewed by the Authority and, if deemed appropriate, the minimum requirements may vary depending upon the nature of each activity or combination of activities. While the requirements may not necessarily be



cumulative, the Operator will be required to meet the highest minimum standard among the multiple activities.

- N. NEW ACTIVITIES** Commercial Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards shall be developed at such time on a case-by-case basis for such activities and/or incorporated into the Operator's agreement or permit, in the event the Authority deems such activity is appropriate in its sole discretion.
- O. EXISTING AGREEMENTS** It is understood that the establishment of these Minimum Standards will not alter certain provisions or requirements of existing Agreements or Permits between the Authority and existing tenants as of July 1, 2025 unless the Authority deems the non-compliance to result in an unsafe operating environment. Existing tenants, however, are encouraged to comply with these Minimum Standards, as set forth herein, even if not contractually obligated to do so.
- P. CONSTRUCTION/ALTERATIONS** All alterations and improvements, including, but not limited to, offices, hangars, access roads, access taxiways, taxilanes, vehicle parking areas, and Aircraft parking areas, shall be in accordance with design and construction standards established by the Authority and in accordance with applicable federal, state, and local codes, ordinances, laws, rules, and regulations. Operator shall not proceed with any construction or remodeling on the Premises leased/assigned without first obtaining advance written approval of plans and specifications for such work from applicable agencies, including the Authority.
- Q. SUBLICENSE/SUBLEASE ACTIVITY** All Sublicense/Sublease Agreements require the prior written approval of the Authority, which consent may be withheld in the sole discretion of the Authority with the exception for FBO Operators that routinely Sublease space in the normal course of their business (i.e. Subleasing hangar space for based or itinerant Aircraft).
- R. COMPLIANCE WITH REGULATORY REQUIREMENTS** Each Operator shall comply with applicable federal, state, and local laws and all rules, regulations, orders, certificates, or permits required by the FAA, TSA, Authority, and any other federal, state, or local agencies and successors having jurisdiction over the Airport and the activities at the Airport, as well as comply with Environmental Laws and local fire regulations, as may currently exist, be developed in the future, or be modified from time to time. Operators shall immediately report to the Authority all violations of applicable federal, state, and local laws, rules, regulations, orders, certificates, or permits whether caused by the Operator, or its personnel, tenants, customers, guests, or agents. Operators shall further immediately notify the Authority of any unauthorized use of Airport property for non-aeronautical purposes by personnel, tenants, customers, guests, or agents.
- S. NON-INTERFERENCE** Operator shall keep the sound level of its operations as reasonably low as possible and shall not produce any lighting, electrical, electronic, or other disturbance that interferes with the operation of the Authority, the FAA, commercial airlines or navigation, communication or flight equipment on the Airport, or on Aircraft using the Airport.
- T. FINANCIAL RESPONSIBILITY** Each prospective Operator shall provide evidence, satisfactory to the Authority, of its financial responsibility. The prospective Operator shall also demonstrate financial

capability to initiate operations, to construct proposed Facilities, and to provide working capital to carry on the contemplated Commercial Aeronautical Activity(ies).

- U. VIOLATIONS** Any violation of these Minimum Standards may result in the loss of the right to operate at the Airport and/or termination of an Agreement or permit, as provided in the applicable Agreement. Additionally, any violation of these Minimum Standards are subject to those administrative penalties outlined in the Authority's Rules and Regulations. These Minimum Standards shall be in full force and effect from and after their passage and adoption.

## MINIMUM STANDARDS

The following standards have been developed after consideration of the above elements with attention to their applicability at the Asheville Regional Authority. The standards are grouped according to the specific type of activities to which they pertain and any applicant desiring to provide these services at the Airport must meet the standards pertaining to that type of aeronautical service. The standards set forth herein are the minimum which the Authority will require in agreements authorizing an entity to provide an Aeronautical Service at the Airport, and, unless specifically limited herein, do not preclude the applicant from seeking greater operating authority than the minimum required. The Authority reserves the right to adjust and/or combine the square footage of building space or area required herein for each Commercial Aeronautical Service if more than one Commercial Aeronautical Service is to be provided by one entity. The Authority reserves the right to review and amend these Minimum Standards as necessary.

### SECTION 4. FIXED BASE OPERATOR (FBO)

**A. DEFINITION:** An FBO is a commercial Operator engaged in the sale of products, services, and facilities to include, at a minimum, the following Commercial Aeronautical Activities at the Airport:

**1. Aviation Fuels (Jet A and 100LL)** Only Fixed Based Operators shall be permitted to engage in the public business of sales and dispensing of aviation fuels. No other Operator shall be permitted to engage in these specific aeronautical business activities.

**a. Fuel Storage**

- i. FBO shall develop, own, and/or lease a fuel storage facility at the Airport, unless otherwise required or authorized, in a location consistent with the Airport Master Plan, ALP, and approved by the Authority.
- ii. Fuel storage facility shall have total capacity for three days peak supply of aviation Fuel for each type of Fuel being provided by FBO. In no event shall the total storage capacity be less than:
  - i. One 30,000 gallon tank for Jet Fuel (Jet A) storage and
  - ii. One 10,000 gallon tank for Avgas (100LL) storage
- iii. FBO shall have appropriate storage for waste Fuel or test samples or the capability to recycle same.
- iv. FBO shall provide the Authority with a written Spill Prevention Counter measures Control (SPCC) plan that meets Regulatory Requirements for Fuel storage facilities and FBO Aeronautical Activities. An updated copy of the SPCC shall be filed with the Authority at least 20 Business Days prior to any scheduled changes in operations.
- v. Fuel delivered, stored, or dispensed by FBO shall fully comply with the quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FBO.

**b. Fueling Equipment**

- i. FBO shall comply with the following requirements for Refueling Vehicles for each type of Fuel being provided by FBO.
  - ii. FBO shall have at least two Jet Fuel Refueling Vehicles, one of which having a capacity of at least 3,000 gallons.
  - iii. FBO shall have at least one Avgas Refueling Vehicles, one of which having a capacity of at least 750 gallons.
  - iv. Total mobile fuel dispensing equipment shall not be permitted as fuel storage facilities and shall not be considered to assist in meeting total fuel storage requirements.
  - v. Mobile refueling vehicles (Refuelers), designed and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having separate dispensing pumps for each grade of fuel (Jet A Refuelers shall have the capability to provide “over-the-wing”, “single point”, and “bottom-loading” capability).
  - vi. Each Refueling Vehicle and all fueling equipment shall be equipped and maintained to comply with all applicable Regulatory Requirements including, without limitation, those prescribed by:
    - i. State of North Carolina and the Greater Asheville Regional Airport Authority. NFPA Codes; 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and Applicable Advisory Circulars including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and: Lighting of Vehicles Used on an Airport AOA, and installation of an emergency shutdown system, NFPA 4075.1.12 and 6.1.3.12.2.7
  - vii. Adequate bonding wires continuously inspected and maintained, on all fueling equipment. Spill kits for both fixed and mobile fuel storage tanks.
  - viii. An adequate supply of properly located fire extinguishers, safety controls, and/or protection equipment as required by applicable fire codes.
  - ix. With respect to the use and operation of the equipment described herein, FBO shall be liable for any leaks, spills and/or other damage that may result from the handling, storage, or dispensing of fuel.
- c. **Backup Equipment:** An FBO shall be required to have immediate access to the use and operation of a temporary replacement refueler should the primary vehicle used to meet these Minimum Standards become inoperative and/or unable to dispense fuel. Such access shall be conveyed through written agreement clearly stating the terms and conditions under which refueler shall be made available to FBO. Copies of such agreement shall be made available to the Authority upon request.
- d. **Aircraft lubricants.** FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste.

## **2. Passenger, crew and aircraft ground services, support and amenities**

### **For passenger, crew, support and Aircraft ground services FBO shall:**

- a. Meet, direct, and park all Aircraft arriving on FBO's owned and/or leased Apron with exception of Aircraft having a designated parking space and Aircraft for which such service has been declined by the Aircraft Operator;
- b. Provide or arrange for transportation for ground handling, passengers, crew, and baggage, as appropriate;
- c. Provide adequate loading, unloading, and towing equipment (tugs and tow bars) to safely and efficiently move Aircraft as necessary
- d. Provide public restrooms to itinerant Aircraft Operators.
- e. Provide crew and pilot lounge;
- f. Provide oxygen, nitrogen, and compressed air services;
- g. Provide lavatory services;
- h. Provide Aircraft AC and DC ground power;
- i. Be able to make crew and passenger ground transportation arrangements (e.g., Chauffeured limousine, shuttle, rental car, etc.) and accommodation arrangements
- j. Be able to make Aircraft catering arrangements.

## **3. Aircraft maintenance and repair services in accordance with FAR 145 – Repair Stations. For Aircraft Maintenance FBO shall:**

Provide Aircraft Maintenance in accordance with these Minimum Standards including at a minimum Maintenance (as defined in 14 CFR Part 43) for Piston and Turboprop Aircraft. An FBO can meet these requirements through agreement with an authorized Operator at the Airport who meets the Minimum Standards for Aircraft Maintenance Operator.

- a. Be able to provide Aircraft Line Maintenance for General Aviation Aircraft up to Group III Turbojet Aircraft not exceeding 100,000 pounds maximum gross takeoff weight;
- b. Provide rescue/removal emergency services from the runways and taxiways or other airfield area for General Aviation Aircraft.
- c. Be able to provide wheel and brake and battery service
- d. Provide a compressed air unit, a ground power unit, equipment for inflating Aircraft tires, washing Aircraft and Aircraft windows; oxygen and nitrogen; equipment to clean and deodorize both the interior and exterior of Aircraft including a lavatory cart; radio contact to service personnel; ground power units, and crew/courtesy vehicle; sufficient spill kits including at least one mobile spill kit, a sufficient number of certified fire extinguishers for all interior and exterior areas and all other reasonably appropriate equipment for the provision of FBO or Maintenance services.
- e. FBO shall provide, at a minimum, Type I Aircraft deicing services equipment sufficient to deice the largest Aircraft normally frequenting the FBO. Although not required, it is desirable for the FBO to provide Type IV Aircraft deicing services. The quantity of such equipment shall be based upon that required to support the Aircraft normally frequenting the FBO.

#### 4. Aircraft parking and storage

- a. Provide tie-down facilities and equipment including rope, chains, and other types of restraining devices (e.g. wheel chocks) upon the FBO's owned and/or leased Apron;

#### 5. Aircraft hangars.

- a. Provide hangar storage of Aircraft upon the FBO's Leased Premises, to include in-out service.

#### 6. Other Services

- a. FBO may provide other services outlined in these Minimum Standards provided all requirements for that service are met in addition to the requirements outlined in minimum requirements for the FBO. Any such additional services shall be approved by the Authority.

- B. PREMISES:** FBO shall lease total ground area shall be at least seven (7) contiguous acres; 304,920 square feet to provide the minimum required services. FBO may be permitted to have additional non-contiguous land for its operations.

<b>Ground (includes all)</b>	<b>304,920 SF</b>	<b>7.0 acres</b>
<b>Ramp</b>	<b>217,800 SF</b>	<b>5.0 acres</b>
<b>Building/Facility</b>	<b>5,000 SF</b>	
Lounge Area	700	
Customer Area	2,500	
Pilot Areas	300	
Administrative Area	1,000	
Public Restrooms	500	
<b>Fuel Area</b>	<b>20,000 SF</b>	
<b>Hangar/Maintenance Areas</b>	<b>35,000 SF</b>	
<b>Auto Parking</b>	<b>14,000 SF</b>	<b>40 spaces</b>

##### 1. Apron/Ramp

The aircraft parking apron/ramp must be a minimum of 217,800 square feet.

##### 2. Building/Facility

Must lease or construct 5,000 square feet of lounge, offices, flight planning facilities, pilot waiting areas, and public restrooms. An administrative area of 1,000 square feet having adequate and dedicated space for employee offices, work areas, and storage. Customers shall have immediate access to FBO's customer lounge, public use telephones, and restrooms.

Must lease or construct building to provide a minimum of 35,000 square feet for aircraft storage and maintenance

Maintenance hangar area shall not be less than 10,000 square feet on a standalone basis or within another structure with a door height of at least 30 feet and door width of 105 feet.

If the FBO engages in additional Commercial Activities (beyond those required in this section), the FBO shall comply with the space requirements stipulated for each additional activity; however, the requirements shall not necessarily be cumulative.

**C. PERSONNEL:** The manager of FBO's Aeronautical Activities shall have at least three years recent experience managing a comparable Aeronautical Activity in a similar market. Operator shall have in its employ, on duty, and on premises or readily available during hours of activity, courteous, properly trained, fully qualified and certified (if applicable), and current in the function/position for which they are employed and working, personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

1. **Employee Appearance and Conduct:** Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall wear uniforms or other suitable business attire consisting of a clean shirt or blouse (bearing company logo), pants or skirt, and shoes or dress boots with socks (no open-toed shoes permitted). Uniforms will be of a consistent color theme. Employees shall be trained by Operator to render high quality, courteous, and efficient service. Operator shall closely supervise service personnel to assure a high standard of service.
2. During all operating hours, FBO shall employ and have on duty trained personnel including, without limitation, appropriate supervisory and managerial personnel in such numbers and with such certificates and ratings as are required to meet the Minimum Standards, in an efficient manner, for all Minimum and Optional Services being provided by the FBO.
3. Operators are strongly encouraged to train their personnel in accordance with National Air Transportation Association's (NATA) Safety First guidelines or its equivalent. FAR Part 139 requires FAA approved fuel training every twelve (12) consecutive months and retain training records for twelve (12) months.

**D. HOURS OF ACTIVITY:** FBO facility and services shall be available 24 hours a day seven (7) days a week, including holidays. Aircraft fueling, parking, and passenger, crew, and Aircraft ground services, and support shall be continuously offered and available to meet reasonable demands of customers for this Aeronautical Activity between the hours of 4:00 a.m. (local) and 12:00 midnight (local), 7 days a week including holidays.

1. Fueling/line service personnel are not required to be on-site between the hours of 12:00 a.m. and 4:00 a.m., provided that such personnel are available after hours, on-call, with a response time not to exceed thirty (30) minutes.
2. FBO shall ensure that its personnel have a means of communication (i.e. portable radio) for immediate emergency notification during times when the primary phone is not staffed.

3. The Authority reserves the right to require that facilities be open and staffed during other times based upon the public benefit and/or need.

- E. AIRCRAFT RECOVERY/REMOVAL:** In order to maintain the operational readiness of the Airport, within thirty (30) minutes upon request, the FBO shall begin the steps necessary to remove disabled Aircraft (up to the largest Aircraft based at the FBO), from the airfield during the hours identified under hours of activity. FBOs shall develop and maintain a procedure resource list and contact names to assist with the removal of disabled Aircraft. The resource list and contact names must be kept current at all times and provided to the Airport upon request. Aircraft maintenance and Aircraft recovery/removal services shall be available 24 hours per day including holidays. Maintenance/recovery personnel are not required to be on-site between the hours of 12:00 a.m. and 4:00 a.m., provided that such personnel are available after hours, on-call, with a response time not to exceed thirty (30) minutes. It is the responsibility of the FBO for aircraft removal.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- G. PROHIBITED SERVICES AND ACTIVITIES:** Except as incidental to its charter or other operations, FBOs shall not conduct or permit in-flight catering services for air carriers, ground catering, restaurant, or lounge operations on or from the Premises without prior written consent of the Authority and with provisions for the payment of rent or percentage of rent as the Authority may prescribe. FBOs shall not use their Premises or Permitted Area for nonaeronautical land uses and activities and shall be further prohibited from engaging in commercial automobile leasing, commercial taxi or limousine services, selling or distributing alcoholic beverages, operating a paid public parking area, or other service not previously authorized in writing by the Authority.
- H. RENTS, FEES, AND CHARGES:** As specified in the Agreement.



## **SECTION 5 AIRCRAFT LINE MAINTENANCE OPERATOR (SASO)**

- A. DEFINITION:** An Aircraft Line Maintenance Operator is a commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by and under the full and exclusive control of Operator. In addition to the General Requirements set forth in Section 2, Operator shall fully comply with the following minimum standards set forth in this section.
- B. PREMISES:** The Operator shall lease enough land to provide space for hangars and other buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities.
1. All required improvements including apron, facilities, and vehicle parking shall be located on contiguous land.
  2. Facilities shall include customer, administrative, maintenance and hangar area.
    - a. Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.
    - b. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
    - c. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and equipment.
    - d. Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance, whichever is greater.
    - e. Equipment parking needs will likewise be handled individually. However, due to the limited space for equipment and vehicle parking on the Airside, all vehicles are to be removed from the Air Operations Area (AOA) between service calls.
- C. LICENCES AND CERTIFICATIONS:** Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.
- D. PERSONNEL**
- The Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe, power plant or an aircraft inspector rating, plus one (1) additional person not necessarily rated. The Operator shall maintain during business hours, a qualified person in charge to supervise its operations on the Airport and with the authorization to represent and act for and on behalf of the Operator
- E. HOURS OF ACTIVITY:** Operator shall make their services available five days per week and holidays and after hours or on-call services shall be provided with a response time not to exceed one hour.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in **Appendix C** of these Minimum Standards.
- G. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

## **SECTION 6. AIRCRAFT MAINTENANCE AND REPAIR, SALE OF AIRCRAFT PARTS (SASO)**

- A. DEFINITION:** An Aircraft Maintenance Operator is a person, firm, corporation or other entity providing maintenance, repair, rebuilding, alteration and/or inspection of an aircraft or any of its component parts. An Aircraft Maintenance Operator must be certified by the Federal Aviation Administration under FAR 145 to perform aircraft maintenance and shall provide only those maintenance and inspection services permitted by its FAA certification. This category shall also include the sale of aircraft parts and accessories, but such is not an Exclusive Right.
- B. PREMISES:** The Operator shall lease enough land to provide space for hangars and other buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities.
1. **Hangars and Other Buildings:** The Operator shall lease or construct hangar facilities to support its activities as proposed to Authority. In addition to the hangar, the Operator must provide adequate and properly illuminated and conditioned space for offices and shops.
  2. **Aircraft Apron:** The Operator shall construct paved aircraft parking and storage area to support its activities.
- C. AIRCRAFT SERVICE EQUIPMENT:**
1. The Aircraft Maintenance Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories.
  2. One aircraft tug of sufficient power or braking weight to handle any aircraft that the operator is permitted to service under the operator's FAA certificate.
  3. All of the tools and equipment required under the operator's FAA certificate.
- D. PERSONNEL:** The Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe, power plant or an aircraft inspector rating, plus one (1) additional person not necessarily rated. The Operator shall maintain during business hours, a qualified person in charge to supervise its operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.
- E. HOURS OF ACTIVITY:** Shall have the Lease of Premises open and services available at least five (5) days a week with a 24-hour emergency contact telephone number. The Operator shall provide for services during off-hours through an "on-call" system and response time within one hour.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- G. RENTS, FEES, AND CHARGES:** As specified in the Agreement; however, aircraft parts without markup will not be assessed a percentage fee to the Authority.

## **SECTION 7. AIRCRAFT SALES OPERATOR (SASO)**

- A. DEFINITION:** An Aircraft Sales Operator is a Commercial Operator engaged in the sale of two or more new and/or used Aircraft during a 12-month period. Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards set forth in this section.
1. **New Aircraft Sales:** Operator shall engage in the sale of new Aircraft through licensed brokers and other appropriately certified aircraft sales representatives (if required by local, county or state authority) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.
  2. **Used Aircraft Sales:** Operator shall engage in the purchase and/or sale of used Aircraft accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.
  3. **General:** Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the product available for demonstration.
- B. PREMISES:** Building/Facility shall include a customer area having adequate space for, or immediate access to, customer lounge, public use restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage. The amount of space will be determined by the proposed activity.
- C. EQUIPMENT:** Operator shall have access to an inventory of spare parts for the type of new Aircraft for which sales privileges are granted.
- D. HOURS OF ACTIVITY:** Operator shall be available to meet the reasonable demands of the public for this activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week.
- E. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- F. RENTS, FEES, AND CHARGES:** As specified in the Agreement; however, aircraft sales will not be assessed a percentage fee to the Authority.

## SECTION 8. AIRCRAFT RENTAL (SASO)

- A. DEFINITION:** An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental Activities.
- B. PREMISES:** The Operator shall lease enough land to provide space for buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities. The amount of leased space shall be determined by the proposed activity and aircraft type to support the operations.
- C. PERSONNEL:** The Operator shall have adequate personnel, and shall have in its employ and on duty during hours of activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed– and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one. In addition to being properly certified by the FAA and being able to provide the type of flight training offered, flight instructors shall be able to provide competency flight checks for all aircraft available for rental.
- D. EQUIPMENT:** The Operator shall have available for rental, either owned or under written lease to the Operator, at least one certified and currently airworthy aircraft.
- E. HOURS OF ACTIVITY:** Operator will publicly post normal hours of operation which may be revised seasonally or as required during periods of adverse flying weather.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- G. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

## **SECTION 9. FLIGHT TRAINING (SASO)**

- A. DEFINITION:** An Aircraft Flight Instruction Operator is an entity engaged in instructing pilots in dual and solo operation of aircraft and providing such related ground school instruction as is necessary for taking a written examination and flight
- B. PREMISES AND EQUIPMENT:** The Operator shall lease or construct paved aircraft parking and storage area to support its activities. Provide sufficient automobile parking space in accordance with local building and zoning code requirements. Demonstrate that it has available (either within its Premises or within its Permitted Area) a paved aircraft parking apron, with taxiway access, sufficient for the parking of aircraft to be used in the operation.
1. Provide, at a minimum, adequate mock-ups, still and motion pictures, or other training aids necessary to provide proper and effective ground school instruction.
  2. Provide flight instruction services certificated by the FAA in compliance with either 14 CFR Part 61 or 14 CFR Part 141.
  3. Provide a sufficient number of airworthy aircraft, to meet customer demand, suitably equipped for and meeting all the requirements of the FAA with respect to the type of operation to be performed; one of these aircraft must be instrument flight rules (IFR) capable with four seats. Aircraft shall be stored and maintained in a manner to ensure that the Aircraft remains continuously airworthy.
  4. Provide a sufficient number of IFR flight simulators capable of simulating flight in a reciprocating-engine aircraft.
- C. PERSONNEL:** The Operator shall have adequate personnel, including at least one FAA certificated flight instructor who is qualified and competent to perform the duties to which that instructor is assigned. Commercial pilot certificate with appropriate ratings, including instructor rating. Provide sufficient personnel to provide on-demand ground school instruction sufficient to enable students to satisfactorily pass the FAA written examinations for a private pilot, instrument rating and commercial. Provide sufficient personnel, properly certificated by the FAA as a flight instructor, to provide the type of instruction being offered. Operator shall have in his employ and on duty during hours of activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one. In addition to being properly certified by the FAA and being able to provide the type of flight training offered, flight instructors shall be able to provide competency flight checks for all aircraft available for rental.
- C. HOURS OF ACTIVITY:** Hours of operation shall be six days a week as determined in conjunction with the Authority based upon the nature of the proposed Commercial Aeronautical Activity.
- D. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- E. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

**SECTION 10. AVIONIC OR INSTRUMENT MAINTENANCE OPERATOR (SASO)**

- A. DEFINITION:** An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments). Avionics or Instrument Maintenance Operator at the Airport shall comply with the following Minimum Standards. The Operator shall hold the appropriate repair station certificates issued by FAA for the types of equipment being serviced and/or installed.
- B. PREMISES:** The Operator shall lease enough land to provide space for buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities which shall be determined by the Authority based on the proposed Commercial Operation.
- C. PERSONNEL:** The Operator shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category but never less than one person who is an FAA rated radio, instrument or propeller repairman.
- D. EQUIPMENT:** The Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories. All of the tools and equipment required under the operator's FAA certificate.
- E. HOURS OF ACTIVITY:** Shall have the Leased Premises open and services available at least eight (8) hours a day, five (5) days a week with an emergency contact number, and on-call services available.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- G. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

## **SECTION 11. AIRCRAFT CHARTER AND AIR TAXI (SASO)**

- A. DEFINITION:** An on demand, or scheduled air charter or air taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under CFR 14 Part 135 of the Federal Aviation Regulations.
- B. PREMISES:** The Operator shall lease enough land to provide space for buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities which shall be determined by the Authority based on the proposed Commercial Operation.
- C. PERSONNEL:** Operator shall:
1. Employ and have on duty during the required operating hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category but never less than one FAA-certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by the Operator.
  2. Proper licenses and operate in conformance with all appropriate FAA regulations.
  3. Hold a proper Commercial Operator certificate and own or have available to it under written lease no fewer than one airworthy Aircraft suitably equipped for meeting the requirements of the FAA with respect to the type of operation to be performed and equipped for and capable of use under instrument condition that meet the requirements 14 CFR Parts 119 and 135.
  4. Have available sufficient qualified operating crews or satisfactory number of Personnel for checking in passengers, handling of luggage, ticketing, and/or furnishing or arranging for suitable ground transportation.
- D. AIRCRAFT EQUIPMENT:** The Operator shall provide, either owned or under written lease, intended to be used by the Operator, at a minimum either one (1) single-engine four-place aircraft or one (1) multi-engine aircraft, both of which must meet the requirements of the air taxi commercial certificate held by the Operator. All aircraft shall be certified for instrument operations.
- E. HOURS OF ACTIVITY:** Hours of operation shall be available seven days a week as determined in conjunction with the Authority based upon the nature of the proposed Commercial Aeronautical Activity. Operator shall further be available 24-hours per day based on prior arrangement with customer.
- F. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- G. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

## **SECTION 12. AIRCRAFT STORAGE OPERATOR (SASO)**

- A. DEFINITION:** An Aircraft Storage Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of subleasing (to the public) T-hangar Aircraft storage facilities, box, or community-style hangars. Aircraft Storage Operator at the Airport shall comply with the following Minimum Standards.
- B. PREMISES:** Operators must lease a minimum of one acre. The minimum square footage of building space at the Asheville Regional Airport must be 10,000 square feet plus additional apron and taxilane space to accommodate the type Aircraft using the facility.
1. Hangar area(s) may be subdivided in units of no less than 1,000 square feet for the purposes of creating T-Hangars and/or box hangars style hangars to accommodate multiple small Aircraft. Aircraft Storage Operator must provide and maintain aircraft towing equipment and tow bars for the size and type of Aircraft stored and have personnel trained in safe towing methods.
  2. Aircraft Storage Operator will provide and maintain restroom facilities for hangar tenants and appropriately sized dumpsters for waste products for tenants. A list of all tenants with emergency contact information shall be provided and kept current with the Authority.
- C. HOURS OF ACTIVITY:** Operator shall ensure the facilities are available for use (and readily accessible) 24-hours per day, 7-days per week including holidays for its customers of the facilities.
- D. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- E. RENTS, FEES, AND CHARGES:** As specified in the Agreement.



### SECTION 13. NON-COMMERCIAL PRIVATE HANGAR OPERATOR

**A. DEFINITION:** A Non-Commercial Private Hangar Operator is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing owned Aircraft used for Private Non-Commercial purposes only. Non-Commercial Hangar Operator at the Airport shall comply with the following minimum standards.

1. Operator shall only use the Premises for Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator for Private Non-Commercial purposes. If Aircraft is leased, Operator shall provide the CEO with a copy of the Aircraft lease. The CEO will determine if an Aircraft lease is commercially reasonable.
2. No Commercial Activity of any kind shall be permitted on or from the Premises. Operator shall not be permitted to Sublease (or share\*) any portion of the Premises to any other entity. Operator shall not barter, trade, or exchange any aeronautical goods and services with any other entity. Operator shall not participate in any cooperative\*\* Aeronautical Activities with any other entity (i.e., engage in any joint activities or share any resources).
3. Premises may only be used to store aircraft and related support tools.
4. Operator may maintain, repair, clean, and/or otherwise service its own Aircraft (as defined in this section) in accordance with all applicable regulatory requirements provided the Operator does so himself or the Operator's own employees, vehicles, equipment, and resources are utilized.

*\*Share shall mean to participate in, use, enjoy or experience jointly or in turns.*

*\*\*Cooperative shall mean performed in cooperation with others*

**B. PREMISES:** The leased premises will be dependent upon the aircraft size to be hangared and the use requested, however a minimum of one acre (43,560 square feet) of land will be required to lease at fair market value rental rates, unless the proposed non-commercial private hangar is determined by the Authority to require less space. The infrastructure required to develop a hangar will include apron/ramp areas, auto parking, and hangar. All development requests are subject to availability of land.

**C. OWNERSHIP STRUCTURE:** The hangar/building shall be owned by a single entity and all Aircraft, vehicles, and/or equipment stored in (or operating out of) hangar must be owned and/or leased and under the full and exclusive control of the same entity. By prior written Authority approval, a major shareholder, partner, member or Owner of the same entity may utilize the hangar for storage of Aircraft owned by the individual or by another entity owned and controlled by that individual, subject to the same conditions stipulated in this section.

**D. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.

**E. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

#### **SECTION 14. AIRCRAFT DETAILING SERVICES (SASO)**

**A. DEFINITION:** An Aircraft Detailing Service will be permitted to provide aircraft cleaning and detailing services pursuant to the following Minimum Standards.

**B. PREMISES:** The Operator is authorized to provide aircraft owners requesting aircraft detailing services within the general aviation area at the airport.

**An Aircraft Detailing Service provider shall:**

1. Obtain a business license as may be required by Buncombe or Henderson Counties, North Carolina and/or the State of North Carolina and provide a copy to the Authority.
2. Identify the specific aircraft and the owner(s) or lessee(s) of those aircraft for which the Commercial Aeronautical Activity will be performed.
3. Demonstrate to the Authority that an adequate leased area is available to conduct the proposed Commercial Aeronautical Activity at the Airport.

**C. EQUIPMENT:** The Operator is allowed to conduct aircraft washing and detailing services on interior and exterior of aircraft. The operator will not use water, and any exterior cleaning will be conducted by using a dry wash and wax method with products that are applied directly to the aircraft, which are allowed to dry then removed.

**D. HOURS OF ACTIVITY:** Shall be business open and services available at least eight (8) hours a day, five (5) days a week with an emergency contact number.

**E. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.

**F. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

## **SECTION 15. SPECIALIZED COMMERCIAL FLYING SERVICES (SASO)**

- A. DEFINITION:** A specialized commercial flying services Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:
1. No-stop sightseeing flights that begin and end at the same airport.
  2. Crop dusting, seeding, spraying and bird chasing.
  3. Banner towing and aerial advertising.
  4. Aerial photography or survey.
  5. Power line or pipe line patrol.
  6. Fire Fighting
  7. Other Aeronautical Activities
- B. PREMISES:** The operator shall lease enough land to provide space for buildings; paved private auto parking; paved aircraft apron; a paved pedestrian walkway; all storage, utilities and support facilities.
1. Buildings: For each Operation, must lease 200 square feet of combined offices, and support space, and provide access to public restrooms and telephone facilities.
  2. Aircraft Apron: The Operator shall lease paved aircraft parking and storage area to support its activities.
  3. Other Requirements: In the case of crop dusting or aerial application, the Operator shall make suitable arrangements and have such space available in the leased area for safe loading and unloading and storage and containment of chemical materials. A written emergency plan for the handling of hazardous materials will be required to be submitted and approved by the Authority prior to allowing authorization of services. All spills should immediately be reported to the Authority. All companies shall demonstrate that they have the availability of aircraft suitably equipped and certified for the particular type of operation they intend to perform.
- C. PERSONNEL:** The Operator shall have in his employment, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the Minimum Standards.
- D. HOURS OF ACTIVITY:** The Operator shall have the Leased Premises open and services available at least five (5) days a week and may be altered by the Authority based on the Operator activities.
- E. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- F. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

**SECTION 16. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES**

- A. DEFINITION:** Commercial Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards shall be developed at such time on a case-by-case basis for such activities and/or incorporated into the Operator's agreement or permit, in the event the Authority deems such activity is appropriate in its sole discretion.

## **SECTION 17. NON-COMMERCIAL OPERATOR - PRIVATE FLYING CLUBS**

- A. DEFINITION:** A Flying Club is a non-profit organization organized for the express purpose of providing its members with an aircraft(s) for their personal use and enjoyment only.
- B. PERSONNEL:** Each club must be registered as a non-profit corporation or partnership. Each member must be a bona fide co-owner of the aircraft or stockholder in the corporation. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual operation, maintenance, and replacement of its aircraft.
- C. OTHER REQUIREMENTS:**
1. The club will file and keep current with the Authority, a complete list of the club's membership and investment share held by each member.
  2. The club's aircraft will not be used by other than bona fide members for rental and will not be used by anyone for commercial operations.
  3. Aircraft maintenance performed by the club shall be limited to only that maintenance that **does** not require a certificated mechanic. All other maintenance must be provided by a Lessee based at the Airport who provides such service.
- D. INSURANCE:** Provide insurance in the types, amounts, and forms, as required by the Authority for any based aircraft owned by the Flying Club and its owners, and as the same may be occasionally modified by the Authority as described in Appendix C of these Minimum Standards.
- E. RENTS, FEES, AND CHARGES:** As specified in the Agreement.

## **SECTION 18. APPLICABILITY**

### **APPLICATION**

Application to perform Aeronautical Services must be made in accordance with these Minimum Standards and signed by all parties owning an interest in the business including each partner, director, or corporate officer. The application is attached to this document as Appendix “A”.

The original application, together with all required documentation, shall be submitted to:

ATTN: Vice President Business Development & Properties  
Greater Asheville Regional Airport Authority  
Asheville Regional Airport  
61 Terminal Drive, Suite 1  
Fletcher, NC 28732

Applicants shall furnish the following supporting documents as evidence of organizational and financial capability to provide the proposed activities:

1. Business Plan - a written proposal detailing the nature of the proposed Aeronautical Service to be provided and how the plan meets the relevant Minimum Standards. (see Appendix B).
2. Financial Statement - a current financial statement prepared in accordance with standard accounting principles by a certified public accountant (CPA). Applicant must submit a report from all principals for a corporation or partnership. The Airport shall be entitled to consider the financial statement in evaluating the applicant's financial ability to provide reasonable, safe and adequate Aeronautical Services to the public.
3. Credit Report - a current credit report covering all business activities in which the applicant has participated within the past ten years. Applicant must submit a report for all principals for a corporation or partnership.
4. Personnel - a listing, with resumes, of key personnel to be assigned to the Asheville Regional Airport along with a description of their duties and responsibilities.
5. Evidence of Insurance with policy coverage; conditioned on the faithful performance of an agreement that conforms to the requirements of the Airport Authority's Insurance Requirements as outlined in these Minimum Standards (see Appendix C).
6. Current Agreements - Where applicable, a copy of any signed written agreement/contract between the applicant and an airline or tenant currently serving Asheville Regional Airport (AVL) indicating that the applicant meets the airline's standards for services to be provided.
7. Application Deposit/Fee - The Authority reserves the right to request a deposit and/or charge a fee with the submittal of the application to indicate the good faith intentions of the applicant and/or offset any costs incurred by the Authority in the approval of the application.
8. Bankruptcy - Identify any and all bankruptcies relating to the entity, and the entity's principals.
9. Violations - Disclose any and all documented violations by entity and/or entity's principals of Federal Aviation Administration Regulations.
10. Additional Information - Such other information as the Authority may require.

## **ACTION ON APPLICATION**

**The Authority may deny any application, or reject proposal to operate any Aeronautical Service on the Airport, if, in its opinion, it finds any one or more of the following:**

- a. The applicant does not meet published qualifications, standards and requirements established by these Minimum Standards.
- b. The applicant has supplied the Authority, or any other person, with false or misleading information or has failed to make full disclosure in their application or in the supporting documents.
- c. There is no appropriate, adequate or available space on the Airport to accommodate the applicant at the time of application.
- d. The proposed activity construction/development plans conflict with the Airport's Approved Airport Layout Plan, or which will create a safety hazard as determined by the Authority or by the FAA through the review Form 7460-1.
- e. The proposed activity construction/development requires the Authority to spend funds or to supply materials/staff resources that the Authority is unwilling to spend or supply.
- f. The proposed activity construction/development will result in depriving existing Operators of portions of the area in which they are operating; will result in congestion of aircraft or buildings; or will unduly interfere with the operations of any present Operators or prevent free access to such operations.
- g. The proposed activity or operations have been or could be detrimental to the Airport.
- h. The applicant has violated any of the Asheville Regional Authority Minimum Standards and/or Rules and Regulations, or the standards and regulations of any other airport, the Civil Air Regulations, the Federal Aviation Regulations, any other statutes, ordinances, laws or orders applicable to the Airport or any other airport.
- i. The applicant has defaulted in the performance of any lease or other agreement with the Authority.

- j. The applicant's credit report contains information that would create questions regarding the applicant's abilities to conduct the proposed operation, including but not limited to, delinquencies, judgments, and foreclosures.
- k. The applicant does not have, or appear to have, access to the operating capital necessary to conduct the proposed operation.
- l. The applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interest of the Authority, the FAA or other appropriate governmental entities.
- m. The applicant has been convicted of any crime, or has violated any local, state or federal laws.
- n. The Authority determines that the proposal is not in the best interest of the health, safety, welfare, necessity or convenience of the traveling public or airport.
- o. The applicant is unable to qualify for unescorted access to the Airport Security Areas as required by Title 49 of the Code of Federal Regulations Part 1542.209 or Part 1544.229. These requirements include criminal history records checks.

The Minimum Standards shall apply to entities approved by the Authority to provide Commercial Aeronautical Activities at the Airport as applicable; except:

1. Any activity other than Commercial Aeronautical Activities, including, without limitation, individuals storing their own aircraft.
2. Private Flying Clubs so long as the Private Flying is not operated for commercial purposes for / to non-members.
4. Self-servicing and self-fueling by an owner of aircraft, which must follow the Airport Rules and Regulations or other requirements established by the Authority to conduct any such activity.
5. Itinerant Operator.



**SECTION 19. EXHIBITS**

**APPENDIX "A" - APPLICATION FOR COMMERCIAL BUSINESSES**

**SECTION A – COMPANY INFORMATION**

a.	Company Name (As it will appear on the permit. Please specify Corporation, Joint Venture, Sole Proprietorship)	
b.	Corporate Name if (a) is a d/b/a:	
c.	Type of Entity	
d.	State of Incorporation:	
e.	Date of Incorporation:	
f.	List of corporate officers	

**SECTION B – SERVICE PROPOSAL**

Check below the services that the applicant is requesting to provide Airport Tenants/Users and include a business plan giving details of the proposed aeronautical service:

- ☐ Full Service Fixed Base Operator
- ☐ Aircraft Line Maintenance Operator (SASO)
- ☐ Aircraft Maintenance and Repair, Sale of Aircraft Parts (SASO)
- ☐ Aircraft Sales Operator (SASO)
- ☐ Aircraft Rental (SASO)
- ☐ Flight Training (SASO)
- ☐ Avionics or Instrument Maintenance Operator (SASO)
- ☐ Aircraft Charter and Air Taxi (SASO)
- ☐ Aircraft Storage Operator (SASO)
- ☐ Non-Commercial Private Hangar Operator (SASO)
- ☐ Aircraft Detailing Services Operator (SASO)
- ☐ Specialized Flying Club Services
- ☐ Other Commercial Aeronautical Activities (SASO)
- ☐ Non-Commercial Operator Private Flying Club

## SECTION C – CONTACT INFORMATION

a.	Corporate Address:	
	Web Site:	
	Contact Person:	
	Title:	
	Phone Number:	
	Facsimile Number:	
	Cell Phone Number:	
	E-mail Address:	

b.	Local Address (if different):	
	Contact Person:	
	Title:	
	Phone Number:	
	Facsimile Number:	
	Cell Phone Number:	
	E-mail Address:	

c.	Authorized Representative:	
	Title:	
	Address:	
	Phone Number:	

	Legal Notice Address:	
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## SECTION D – BUSINESS BACKGROUND

- a. Number of Years in business:
- b. Type of Fixed Base Operator and or Specialized Aeronautical Services Operator Aeronautical Service Activities engaged in and number of years for each type (e.g. FBO – 10 years, Aircraft Maintenance - 5 years, etc.)

	Type of Activity	Number of Years	Location (Airport)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

## SECTION E – REFERENCES

Please provide the name, address and telephone number of an airport employee who supervised or is otherwise familiar with your activities at each airport where you operated during the past three (3) years (attach additional sheets as necessary):

### Reference 1

Contact Person:			
Company			
Title:			
Address:			
Phone Number:			
Cell Phone:		E-mail address:	

Reference 2

Contact Person:			
Company			
Title:			
Address:			
Phone Number:			
Cell Phone:		E-mail address:	

Reference 3

Contact Person:			
Company			
Title:			
Address:			
Phone Number:			
Cell Phone:		E-mail address:	

Reference 4

Contact Person:			
Company			
Title:			
Address:			
Phone Number:			
Cell Phone:		E-mail address:	

## SECTION F— MANAGEMENT EXPERIENCE

Please submit a resume of the owner or manager who will supervise the activities of proposed Commercial Aeronautical Activities at the Airport. Please ensure that the experience of such owner or manager, including type of experience, number of years of experience and number of years of experience at particular airports are included in the resume.

## **SECTION G – SPACE REQUIREMENTS**

Indicate the amount, type and preferred location of space needed to support the commercial activity (administrative, operational and other needs) being proposed.

## **SECTION H – ADDITIONAL INFORMATION**

The following items must be finalized prior to start of operations

- A fully executed Agreement or Permit with the Greater Asheville Regional Airport Authority
- A security deposit
- Proof of insurance (Insurance Certificate) as required by the type of agreement
- Copies of all signed contracts between the applicant and airline(s) currently serving Asheville Regional Authority, together with the required written statement from the airline(s).

Return this completed application, along with the items listed below, to the:

Vice President Business Development & Properties  
Greater Asheville Regional Airport Authority  
61 Terminal Drive, Suite 1  
Fletcher, NC 28732

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Signature

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Date

---

Print Name

---

Phone Number

## **APPENDIX "B" – BUSINESS PLAN CRITERIA**

1. All services that will be offered should be listed and confirmation of all required certification provided.
2. Amount of land or building space desired to lease.
3. Building space that will be constructed and the site and floor plan proposed or existing structures to be leased within any proposed modifications.
4. Number of aircraft that will be provided for each service being offered.
5. Equipment and special tooling to be provided.
6. Number of persons to be employed.
7. Short resume for each of the owners (5% or more equity) and financial backers and supervisory personnel.
8. Short resume of the manager of the business including this person's experience and background in managing a business of this nature.
9. Periods (days and hours) of proposed operation including a proposed holiday schedule.
10. Amounts and types of insurance coverage to be maintained.
11. Financial projections for the first year by quarter and the succeeding 4 years annualized.
12. Methods to be used to attract new business (advertising and incentives).
13. Amenities to be provided to attract business.
14. Plans for physical expansion, if business should warrant such expansion.

Please ensure all requirements outlined in these Minimum Standards have been identified within the business plan showing how the entity plans to achieve the requirements.

Once the Authority receives the required information from the application and business plan, the Authority will review the information, which will take approximately thirty (30) days to determine if all requirements have been met and whether or not an agreement or permit will be provided for the proposed services.

“Appendix C” – Insurance Minimum Standards

	Types of Insurance	Endorsements Comments	FBO	Aircraft Line Maintenance Operator (SASO) Aircraft Maintenance & Repair Sale of Aircraft Parts Avionics or Instrument Maintenance	Aircraft Sales SASO	Aircraft Storage Operator	Aircraft Rental	Aircraft Charter Management and Air Taxi SASO	Aircraft Sales SASO	Flight Training	Specialized Commercial Flying Services	Aircraft Detailing	Non-Commercial Private Hangar Operator	Non-Commercial Flying Club	Specialized Commercial Flying Services	
	<b>Commercial General Liability</b> Coverage for damages do to: Bodily Injury Property Damage <i>Including:</i> Personal Injury Fire, Legal, Contractual, Premises and Products/Completed Operations	Airport premises liability, contractual liability, independent contractors liability and a waiver of subrogation in favor of the Authority	\$25,000,000 General Aggregate	<i>Small Aircraft Only</i> \$10,000,000 <i>All Other Aircraft</i> \$25,000,000	\$1,000,000	\$5,000,000	\$10,000,000	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
		Completed Operations	Required	Required	Required	Required	Required	Required	Required	As applicable	N/A	Required	N/A	N/A	N/A	
		Mobile Equipment	Required	Required	Required	Required	Required	Required	Required	As applicable	As applicable	Required	Required	As applicable	As applicable	
		Fire Legal Liability	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	
	<b>Hangarkeepers Liability</b> Property damage for all non- owned Aircraft under the care, custody and control of Operator	Required	\$25,000,000 Each Aircraft \$25,000,000 Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	<i>Small Aircraft</i> \$5,000,000 Each Aircraft/Each Loss <i>All Other Aircraft</i> \$10,000,000 Each Aircraft/Each Loss	
	<b>Aircraft/Passengers Liability</b> Coverage to include Bodily Injury, Property Damage, and Passenger Injury for all owned, leaders or operated Aircraft (Where Applicable)	Applies if operating Aircraft for hire on and from the Leased Premises	\$25,000,000 Each Occurrence	As applicable	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	As applicable	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence (CSL) \$1,000,000 Annual Aggregate	
	<b>Automobile Liability</b> All Autos and/or Non-Owned Bodily Injury & Property Damage Uninsured/Underinsured per WI Statues	When operating vehicle on airside and policy may need to be endorsed to cover using the automobile on airfield	\$10,000,000 Per Accident \$5,000,000 Landside Ops Only	\$5,000,000 Per Accident – Small Aircraft \$10,000,000 Per Accident – All Other Aircraft	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$5,000,000 Per Accident	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	
	<b>Environmental Liability</b> Gradual, sudden or accidental discharge/spill of pollutants including first party clean up and remediation of Premises; wrongful delivery or misdelivery of fuel; loading/unloading of fuel; transportation on/around airport	Environmental Impairment Liability applies if operating an AST or MST	\$10,000,000 including \$1,000,000 Completed Operations	As applicable	As applicable	As applicable	As applicable	As applicable	As applicable	As applicable	\$5,000,000	As applicable	As applicable	As applicable	\$5,000,000	
	<b>Workers’ Compensation</b> <b>Employers Liability</b>	NC Statutory NC Statutory and a waiver of subrogation in favor of the Authority	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	NC Statutory NC Statutory	
Note: The coverage types and limits describe what may be considered typical for each aeronautical activity listed above. The actual types and limits required are subject to evaluation by the Authority. Additionally, the Authority reserves the right to periodically review the types of insurance and coverage limits and subsequently require that all operators make the necessary coverage changes and provide proof of coverage to the Authority, as applicable.																

## **MINIMUM INSURANCE REQUIREMENTS**

### **General Requirements**

General Requirements. Each Operator shall not commence operations or construction until Operator has obtained the types and amounts of required insurance indicated below and until such insurance has been reviewed by the Authority or a Certificate of Insurance is received indicating required coverage. If the coverage period ends during the Term of Operator Agreement or Permit, Operator must, prior to the end of the coverage period, forward a new Certificate of Insurance to Authority as verification of continuing coverage for the duration of the Term of the Agreement or Permit. Operator must submit certificates of insurance for all subcontractors to the Authority prior to them commencing work on the project or providing services as described herein.

1. Approval of insurance by the Authority and the required minimums shall not relieve or decrease the liability or responsibility of the Operator hereunder and shall not be construed to be a limitation of liability on the part of the Operator.
2. Operator and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of North Carolina at the time the policy is issued and shall be written by companies with an A.M. Best rating of B+VII or better. Hazardous materials insurance, if required, shall be written by companies with A.M. Best ratings of A- or better.
3. All endorsements naming the Authority as additional insureds, waivers of subrogation, and notices of cancellation endorsements as well as Certificates of Insurance shall indicate:

Greater Asheville Regional Airport Authority  
61 Terminal Drive, Suite 1  
Fletcher, NC 28732

4. The "other" insurance clause shall not apply to the Authority where the Authority is an additional insured shown on any policy. It is intended that policies required in these Minimum Standards Agreement covering the Authority and the Operator, shall be considered primary coverage as applicable.
5. If insurance policies are not written for amounts specified, the Operator shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
6. The Authority shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.



7. The Authority reserves the right to review insurance requirements set forth during the Term of the Operator Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the Authority based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Operator.
8. The Operator shall not cause any insurance to be canceled nor permit any insurance to lapse during the Term of Operator Agreement or as required in the Agreement.
9. Operator shall provide all deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificates of Insurance.
10. If Authority property is being transported or stored off-site by Operator, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Authority property.
11. Insurance provided by an Operator pursuant to these Minimum Standards shall cover and protect the Authority, and its elected and non-elected officials, officers, agents, employees, contractors, successors, and assigns, as their interests may appear.
12. Where more than one Commercial Aeronautical Activity is proposed by an Operator, the minimum limits will vary, depending upon the nature of the individual services, but will not necessarily be cumulative in all instances. Because of variables based upon the particular insurance coverage and the nature of the Commercial Aeronautical Activity(ies), the applicable minimum insurance coverage on combinations of services will be determined by the Authority prior to execution of an Agreement.
13. The following endorsements shall be added to the policy: a. A Waiver of Subrogation in favor of the Authority; b. A thirty (30) day Notice of Cancellation/Material Change in favor of the Authority.

#### **Insurance Requirements:**

Specific Insurance Requirements. An Operator shall obtain, and maintain throughout the term of its Agreement or Permit, the following insurance coverages, and furnish certificates of insurance and policy endorsements as evidence thereof:

1. **Workers' Compensation and Employers Liability.** All Operators that have employees working on Authority property shall purchase and maintain Workers' Compensation and Employer's Liability Insurance. Policy limits of Employer's Liability Insurance shall not be less than \$100,000 "each accident," \$500,000 "disease policy limit," and \$100,000 "disease each employee." If the Operator is self-insured, the Operator shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. In lieu of Workers' Compensation and Employer's Liability coverage, an Operator may present a valid Certificate of Exemption to the Authority for all employees working on Authority property unless an employee is a member of an excluded class under the North Carolina Workers Compensation law.

2. **Automobile Liability Insurance:** Each Operator operating one or more motor vehicles on the Authority's premises in the performance of their work shall purchase and maintain Automobile Liability Insurance in the amounts set forth in these Minimum Standards. Operators having unescorted access to the AOA at Greater Asheville Regional Airport Authority shall purchase and maintain Automobile Liability Insurance in accordance with Appendix C.
3. **Property insurance coverage on a "all risk of physical loss"** form for 100% of the value of all improvements leased from the Authority or constructed by or for Operator on the Airport. Coverage shall include but not be limited to fire, wind, hail, theft, vandalism and malicious mischief, hangar keepers coverage. The coverage shall be written on a replacement cost basis. The proceeds from such insurance shall be used to restore the improvements to their original condition in the event of a covered loss. All contracts requiring Property Insurance shall contain a waiver of subrogation clause in favor of the Authority.
4. **Liability insurance** in the specific types and amounts specified below, as applicable for the proposed Commercial Aeronautical Service. Where more than one Commercial Aeronautical Service is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable minimum insurance coverage on combinations of services will be finalized with the prospective Operator at the time of its application or otherwise during Agreement negotiations.
5. **General Liability Insurance:** Each Operator at the Greater Asheville Regional Airport Authority shall maintain Commercial General Liability Insurance in accordance with Appendix C. The Commercial General Liability Insurance policy for an Operator that operates a hangar facility shall include Hangar Keeper's Legal Liability Insurance.
6. **Umbrella Liability Insurance:** The minimum policy limit requirements under the Authority's policy may be met by a primary Liability Insurance Policy and an Umbrella or Excess Liability Policy.
7. All aircraft operators are to insure the physical damage of aircraft based at the airport to, at least, the market value of said aircraft.



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina Madsen, VP Business Development & Properties

DATE: September 12, 2025

### ITEM DESCRIPTION – New Business Item C

Approval of Land Exchange and Land Disposition

### BACKGROUND

In May 2023, the Greater Asheville Regional Airport Authority Board approved entering into a Simultaneous Exchange Agreement for Real Property with Henderson County. This exchange of two parcels on the west side of the runway allows the Authority to acquire a piece of property that will be beneficial to create a larger frontage parcel for future aeronautical development. These two exchange parcels are identified on the attached drawing as Tract B and Tract C1 and C2. In addition, the Authority was to grant Henderson County a Right of First Offer on the adjoining 65.80 acres, identified as Tract C3 on the attached drawing. All pending the approval of the Federal Aviation Administration.

Since this approval, staff have been working with the Federal Aviation Administration and Henderson County to resolve issues identified by the Federal Aviation Administration. Therefore, as a result of these discussions, staff is recommending approving the following documents:

1. Amendment to the Simultaneous Exchange Agreement between the Authority and Henderson County, to remove the Right of First Offer for Tract C3, having the Authority dispose of Tract C3 and Henderson County acquiring it under a Purchase and Sale Agreement between the two parties and close on the transactions together for Tract B, C1 and C2 and C3). The sale price for Tract C3 will be \$8,350,000.00, which was determined by two independent appraisals and a review appraisal.

New Business Item C



2. Tri-Party Agreement between the Authority, Henderson County and Wild River Corporation, which removes land use restrictions on the property being acquired by the Authority as required by the Federal Aviation Administration.
3. Easement Agreement between Henderson County and the Authority for a new roadway until such time as it is dedicated for public use.
4. Acknowledgement of Reverter Amendment between the Authority and the City of Asheville, acknowledging the General Assembly of North Carolina Session Law 2023-29 which modified Section 1.7(a)S.L. 2012-121 on June 5, 2023.

## **ISSUES**

The property exchange and purchase agreement are contingent upon the Henderson County's Board of Commissioners and the Federal Aviation Administration approvals.

## **ALTERNATIVES**

The Board could deny the land exchange and disposition.

## **FISCAL IMPACT**

The value of the properties to be exchanged was determined by appraisals that were completed on the properties. The fair market value for the Henderson County Property is valued at \$2,285,550 and the fair market value of the Authority property is valued at \$2,285,393. The fair market value for Tract C3 to be acquired by Henderson County is \$8,350,000, plus expenses incurred over the past few years which will be paid at closing.

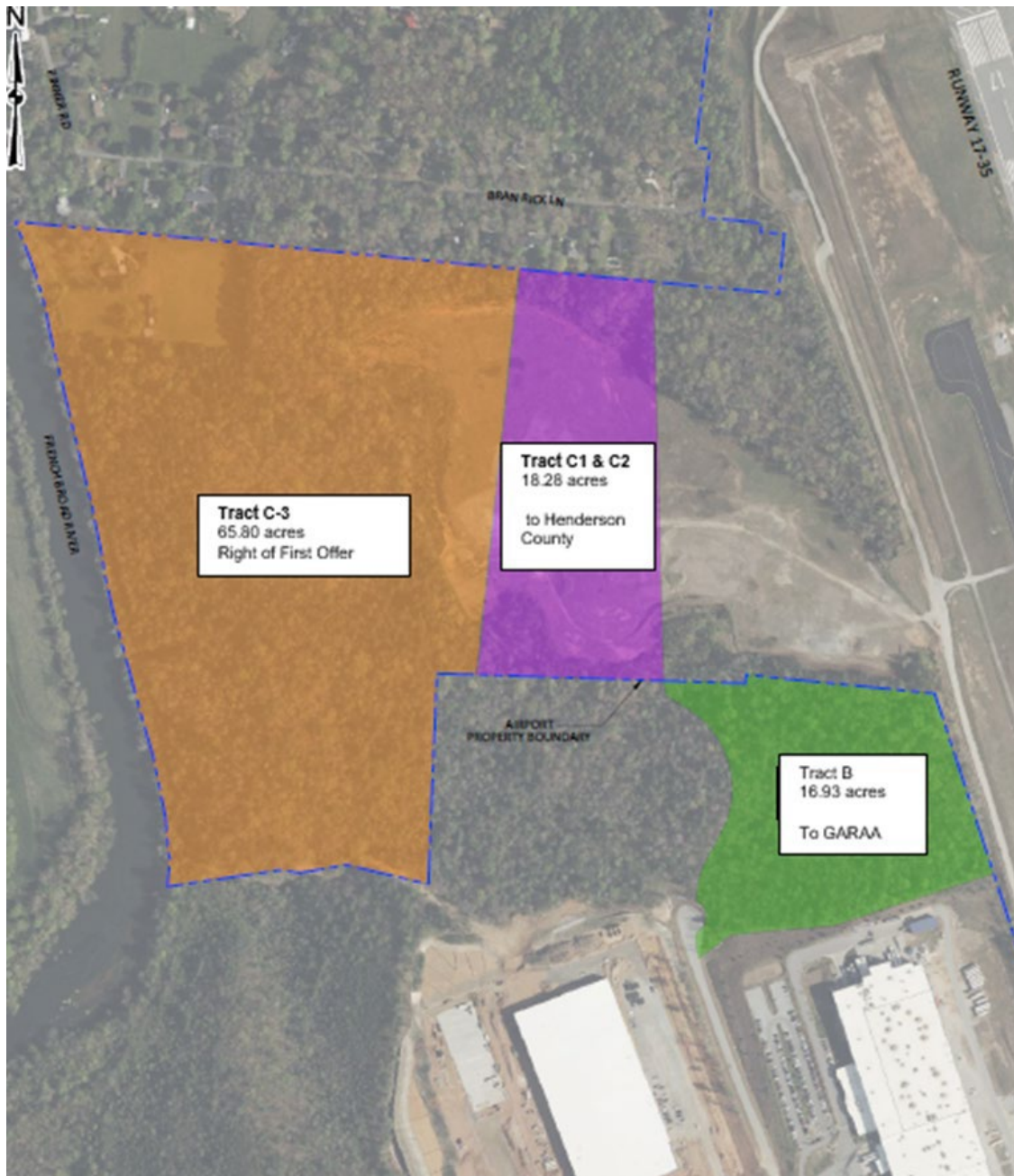
## **RECOMMENDED ACTION**

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the land exchange and land disposition and all documents associated with the transaction and (2) authorize the President & CEO to execute and implement the necessary process and documents.

Attachment



## ATTACHMENT A



Tract C1 and C2 – Acquired by Henderson County (**Exchange**)



Tract B – Acquired by GARAA (**Exchange**)



Tract C3 – Purchase by Henderson County (**GARAA Land Disposal**)

New Business Item C

**ATTACHMENT**

**Board Item - Land Exchange and Land Disposition**

**September 12, 2025**

**STATE OF NORTH CAROLINA**

**COUNTY OF HENDERSON**

**AMENDMENT TO  
SIMULTANEOUS EXCHANGE AGREEMENT FOR REAL PROPERTY**

This **AMENDMENT TO SIMULTANEOUS EXCHANGE AGREEMENT FOR REAL PROPERTY** ("Amendment") is made and entered into by and between the **COUNTY OF HENDERSON**, a body corporate and politic in the State of North Carolina (herein "Henderson County"), and the **GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**, a body corporate and politic in the State of North Carolina (herein "GARAA")(Henderson and GARAA being collectively herein the "Parties", effective as of the last date signed below.

**WITNESSETH:**

**WHEREAS**, the Parties have heretofore entered into a certain Simultaneous Exchange Agreement for Real Property effective February 2, 2024 and any applicable addenda and amendments therefor and/or thereto for the exchange of certain real properties between the Parties (collectively the "Exchange Agreement"); and

**WHEREAS**, the Parties have now agreed to amend said Exchange Agreement as set forth herein.

**NO, THEREFORE**, the Parties, for and in consideration of the mutual provisions contained herein and within the Exchange Agreement, the receipt and sufficiency of which is hereby acknowledged, do hereby amend the Exchange Agreement as follows:

1. As to Article 3 of the Exchange Agreement, Paragraph B. entitled "GARAA Exclusive Easement", Paragraph C. entitled "Henderson Right of First Offer" and Paragraph D. entitled "Henderson Right to Market for Sale" are collectively hereby deleted in their entirety and shall be noted as "OMITTED INTENTIONALLY" hereafter within the Exchange Agreement.
2. As to Article 3 of the Exchange Agreement, the following new Paragraph H. shall be added:

H. **CONTINGENT CLOSING.** The Parties further acknowledge that Henderson County and GARAA are also parties to a certain Agreement for Purchase and Sale of Land effective \_\_\_\_\_, 2025 for the purchase and sale of that portion of the GARAA Property known and referenced as C3 within this Exchange Agreement (herein the "Purchase Agreement). It is an express condition of Henderson County's and GARAA's obligation to perform under this Exchange Agreement that the Parties shall close and complete the sale and purchase required by the Purchase Agreement on or simultaneously with the Closing set forth therein. If the Parties have not closed or cannot close under the Purchase Agreement by the Closing set forth in this Agreement and if this contingency has not otherwise been waived by mutual agreement of the Parties, then either of Henderson or GARAA may terminate this Agreement.
3. Except as expressly amended herein, the Exchange Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Exchange Agreement, then this Amendment shall control.

IN WITNESS WHEREOF, the Parties have read, understand and accept the terms of this Amendment and agree that henceforth it shall forever be a part of the Exchange Agreement.

**COUNTY OF HENDERSON,**  
a body corporate and politic in the State of North Carolina

By:  (SEAL)  
County Manager

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY,**  
a body corporate and politic in the State of North Carolina

By: \_\_\_\_\_ (SEAL)  
Lew Bleiweis, President & CEO

**PRE-AUDIT CERTIFICATE:**

This Agreement has been pre-audited in the manner required by NCGS 159-28(a)(1). This the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Finance Officer  
Greater Asheville Regional Airport Authority





NC REALTORS®  
Commercial Forms

## AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

County of Henderson,

a(n) body corporate and politic in the State of North Carolina ("Buyer"), and  
(individual or State of formation and type of entity)

Greater Asheville Regional Airport Authority,

a(n) a body corporate and politic in the State of North Carolina ("Seller").  
(individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) Tract "C3", containing 65.80 acres, P/O PINs 9643-15-9128, 9643-14-9766 & 9643-14-9129

Plat Reference: Lot(s) C3, Block or Section \_\_\_\_\_, as shown on Plat Book or Slide  
at Page(s) \_\_\_\_\_, Henderson County, consisting of 65.80 acres.

☒ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: Portion of 9643-15-9128, 9643-14-9766 & 9643-14-9129; and, (ii) some or all of the Property, consisting of approximately 65.80 acres, is described in Deed Book 831/827/779, Page No. 546/161/8, Henderson County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$ 8,350,000.00

(b) **"Purchase Price"** shall mean the sum of Eight Million, Three Hundred and Fifty Thousand and 00/100ths Dollars,

or, if this box is checked ☐, Purchase Price shall mean the sum of \$ \_\_\_\_\_ per gross acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the expiration of the Examination Period. The purchase price shall be determined by multiplying the Price Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due under Sections 1(b)(ii) - 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the Purchase Price in accordance with this provision. The Purchase Price shall be payable on the following terms:

\$ \_\_\_\_\_ (i) **"Earnest Money"** shall mean \_\_\_\_\_ Dollars  
or terms as follows: \_\_\_\_\_

The Earnest Money shall be deposited in escrow with \_\_\_\_\_

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This form jointly approved by:  
North Carolina Bar Association's Real Property Section  
North Carolina Association of REALTORS®, Inc.

Buyer Initials JM Seller Initials \_\_\_\_\_

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Revised 7/2023  
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(name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☐ ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

☐ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: \_\_\_\_\_)

☐ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ \_\_\_\_\_

(ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of \_\_\_\_\_ Dollars

being payable over a term of \_\_\_\_\_ years, with an amortization period of \_\_\_\_\_ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum in the amount of \$ \_\_\_\_\_, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ 8,325,937.00\*

\*See Exhibit B\*

(iii) Cash, balance of Purchase Price, at Closing in the amount of Eight Million, Three Hundred and Twenty-Five Thousand, Nine Hundred and Thirty-Seven and 00/100ths Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before 1 Year from Effective Date hereof or sooner as mutually agreed upon.

Buyer Initials JM

Seller Initials \_\_\_\_\_

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- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on

December 31, 2025

**TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

- (f) **"Broker(s)"** shall mean:

None ("Listing Agency"),  
("Listing Agent" - License # \_\_\_\_\_)  
Acting as: ☐ Seller's Agent; ☐ Dual Agent  
and None ("Selling Agency"),  
("Selling Agent" - License # \_\_\_\_\_)  
Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

- (g) **"Seller's Notice Address"** shall be as follows: With required copy to: Elizabeth LM Cramer  
61 Terminal Drive, Suite 1, Fletcher, NC 28731 77 Central Ave, Suite H, Asheville, NC 28801

e-mail address: lbeiweis@flyavl.com & CC:Bcramer@grcclaw.com fax number: 828-684-3404 & CC: 828-258-1305  
except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows: With required copy to: Dan Hitchcock  
1 Historic Courthouse Square, Suite 5, Hendersonville, NC 28792 301 College St, Ste 110, Asheville, NC 28801

\*cc: dan@h2lawgroup.com  
e-mail address: rburrell@hendersoncountync.gov &\* fax number: 828-697-4536 & CC:  
except as same may be changed pursuant to Section 12.

- ☒ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

**See Exhibit B**

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

**See Exhibit B**

Each party shall pay its own attorney's fees.

Buyer Initials    *JB*    Seller Initials                     

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Deferred/Rollback Taxes: Buyer ☒ intends to continue ☐ does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, ☐ Seller ☒ Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502- Land Information Worksheet, title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of investigating matters such as those detailed on Form 502- Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and



surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

**Section 7. Leases (Check one of the following, as applicable):**

☐ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☒ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**; Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Environmental/Physical Aspects of Property:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to:

Buyer Initials jm Seller Initials \_\_\_\_\_

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those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursement:** In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

**Section 11. Closing:** At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Buyer Initials jm Seller Initials \_\_\_\_\_ Page 6 of 9

STANDARD FORM 580L-T  
Revised 7/2023  
© 7/2024



**Section 13. Counterparts; Entire Agreement:** This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

None

**Note:** For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Buyer Initials



Seller Initials

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Revised 7/2023

© 7/2024



**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.


**Section 22. Brokers:** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

**Section 23. Attorneys Fees:** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

**BUYER:**

Individual

  
Date: 8/26/23

Date: \_\_\_\_\_

**SELLER:**

Individual

\_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer Initials



Seller Initials

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**STANDARD FORM 580L-T**  
Revised 7/2023  
© 7/2024

This instrument has been  
preaudited in the manner required  
by the Local Government  
Budget & Fiscal Control Act  
N.C.G.S. 159-28(a)  
*Randall R. Lee*  
Henderson County Finance Director

Business Entity

County of Henderson

(Name of Entity)

By: *John M. ...*

Name: John M. ...

Title: County Manager

Date: 8/20/25

Business Entity

Greater Asheville Regional Airport Authority

(Name of Entity)

By: \_\_\_\_\_

Name: Lew Bleiweis

Title: President & CEO

Date: \_\_\_\_\_

### WIRE FRAUD WARNING

**To Buyers:** Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

**To Sellers:** If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

**The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.**

\_\_\_\_\_  
(Name of Escrow Agent)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Escrow Agent's contact/notice information is as follows:

\_\_\_\_\_  
e-mail address: \_\_\_\_\_ fax number: \_\_\_\_\_

except as same may be changed pursuant to Section 12.



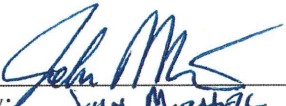
**EXHIBIT A  
TO  
AGREEMENT FOR PURCHASE AND SALE OF LAND**

**PROPERTY DESCRIPTION**

Being 65.80 acres to be subdivided from portion of the properties described in Book 831, at Page 546, Book 827 at Page 161, and Book 779, at Page 8, which is shown as "Tract C3" on the preliminary survey attached hereto as Exhibit A-1. This Property to be conveyed to Buyer shall be reflected on a finalized and approved survey subdividing the property to create said Tract C3 (herein the "Survey"), which Survey shall be coordinated by Seller and paid for and approved by Buyer prior to recording. The recorded Survey shall be the basis for the property description for the Deed.

**BUYER:**

COUNTY OF HENDERSON

By:   
AsL: County Manager  
Date: 8/20/25

**SELLER:**

GREATER ASHEVILLE REGIONAL  
AIRPORT AUTHORITY

By: Lew Bleiweis  
As: President & CEO  
Date: \_\_\_\_\_

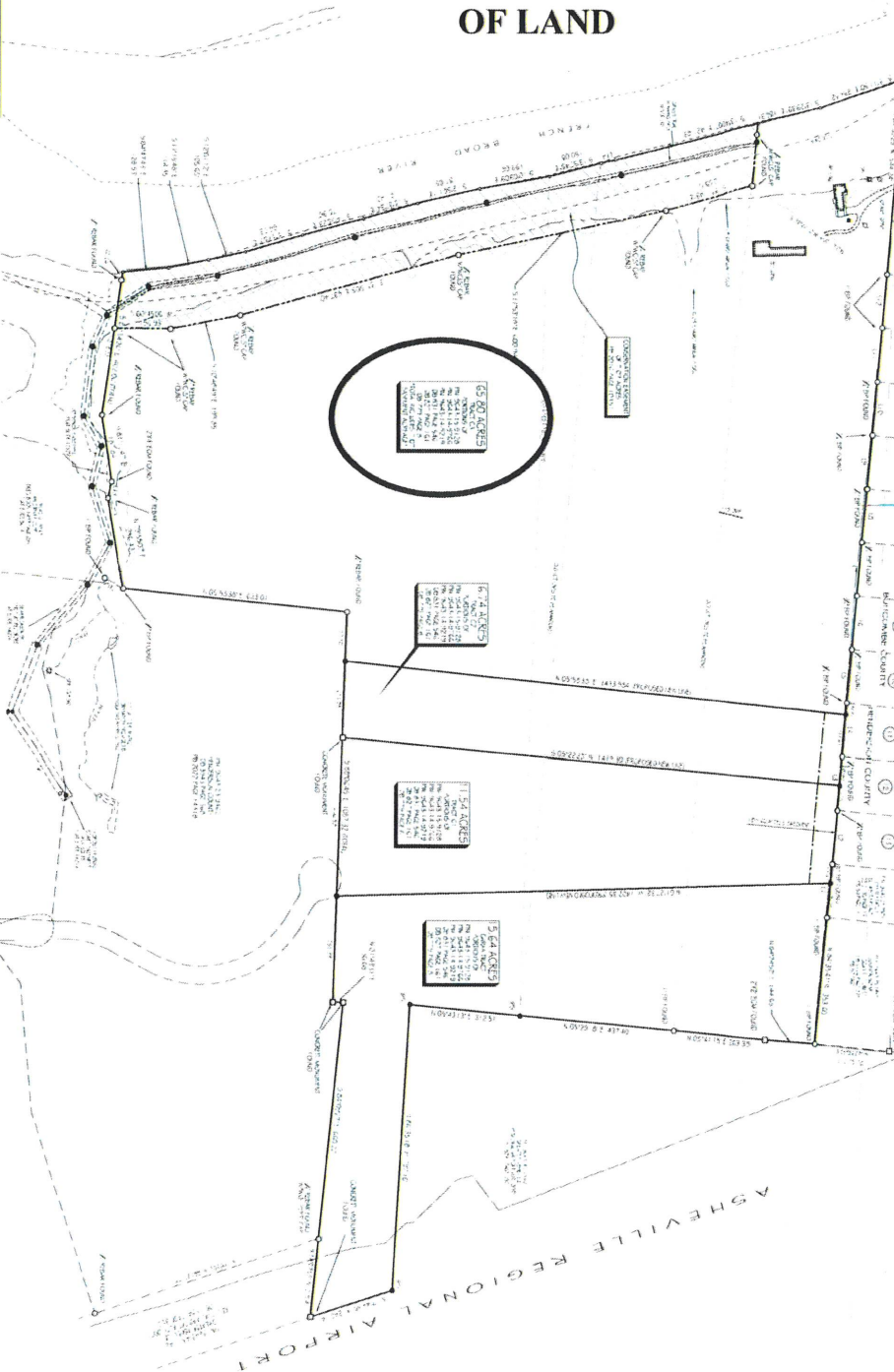
# EXHIBIT A-1 TO AGREEMENT FOR PURCHASE AND SALE OF LAND



PRELIMINARY  
FOR REVIEW PURPOSES ONLY.  
NOT FOR RECORDING, SALES,  
OR CONVEYANCE

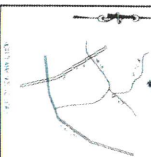


FROM LICENSE NO. F-1180  
5277 N. HAWK STREET  
TAMPA, FL 33635  
PH: 813-988-2929  
WWW.DWIGHTLANDSURVEY.COM



NO.	SECTION	TOWNSHIP	RANGE
1	36	10N	18W
2	36	10N	18W
3	36	10N	18W
4	36	10N	18W
5	36	10N	18W
6	36	10N	18W
7	36	10N	18W
8	36	10N	18W
9	36	10N	18W
10	36	10N	18W
11	36	10N	18W
12	36	10N	18W
13	36	10N	18W
14	36	10N	18W
15	36	10N	18W
16	36	10N	18W
17	36	10N	18W
18	36	10N	18W
19	36	10N	18W
20	36	10N	18W
21	36	10N	18W
22	36	10N	18W
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25	36	10N	18W
26	36	10N	18W
27	36	10N	18W
28	36	10N	18W
29	36	10N	18W
30	36	10N	18W
31	36	10N	18W
32	36	10N	18W
33	36	10N	18W
34	36	10N	18W
35	36	10N	18W
36	36	10N	18W

NO.	SECTION	TOWNSHIP	RANGE
1	36	10N	18W
2	36	10N	18W
3	36	10N	18W
4	36	10N	18W
5	36	10N	18W
6	36	10N	18W
7	36	10N	18W
8	36	10N	18W
9	36	10N	18W
10	36	10N	18W
11	36	10N	18W
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26	36	10N	18W
27	36	10N	18W
28	36	10N	18W
29	36	10N	18W
30	36	10N	18W
31	36	10N	18W
32	36	10N	18W
33	36	10N	18W
34	36	10N	18W
35	36	10N	18W
36	36	10N	18W



ASHEVILLE REGIONAL AIRPORT



**EXHIBIT B**  
**TO**  
**AGREEMENT FOR PURCHASE AND SALE OF LAND**

(1) DUE DILIGENCE DEPOSIT: Buyer shall pay Seller the amount of \$24,063.00, which shall be paid to Seller upon the Effective Date of the Agreement and deemed a "Non-Refundable Deposit." The Non-Refundable Deposit shall be credited toward the Buyer's purchase of the Property at Closing, but otherwise non-refundable to Buyer and deemed fully earned by Seller upon the Effective Date as partial consideration for the Examination Period and this Agreement.

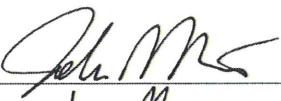
(2) CONDITIONS TO SALE OF PROPERTY.

- a. The Parties acknowledge that Seller is a body corporate and politic subject to the rules and regulation of the Federal Aviation Administration ("FAA"). Further, the Parties acknowledge that it is an express condition precedent to the closing and conveyance of the Property that Seller shall first receive written consent to the sale described in this Agreement from Henderson County, Seller's governing Board of Directors, and the FAA and that the same remain unmodified and effective through closing herein (the "GARAA Required Consents"). If the GARAA Required Consents are revoked, amended or not secured such that this transaction is not feasible in the discretion of Seller any time prior to closing, Buyer or Seller may terminate this Agreement.
- b. The Parties further acknowledge Buyer and Seller are also parties to a certain Simultaneous Exchange Agreement for Real Property effective February 2, 2024 (herein the "Exchange Agreement"). It is an express condition of Seller's obligation to perform under this Agreement that the Parties shall close and complete the transaction required by the Exchange Agreement on or simultaneously with the Closing set forth therein. If the Parties have not closed or cannot close under the Exchange Agreement by the Closing set forth in this Agreement and if this contingency has not otherwise been waived by mutual agreement of Buyer and Seller, then Buyer or Seller may terminate this Agreement.

(3) LEASE(S): The Property is subject to one (1) Lease to Kevin Ruff dated April 1, 2022; a copy said Lease is attached hereto.

**BUYER:**

COUNTY OF HENDERSON

By:   
As: HENDERSON COUNTY MANAGER  
Date: 8/19/25

**SELLER:**

GREATER ASHEVILLE REGIONAL  
AIRPORT AUTHORITY

By: Lew Bleiweis  
As: President & CEO  
Date: \_\_\_\_\_

## TRI-PARTY AGREEMENT

**THIS TRI-PARTY AGREEMENT** (this "Agreement") is made by and among **WILD RIVER CORP.**, a North Carolina Corporation ("WRC"), **COUNTY OF HENDERSON**, a body corporate and politic of the State of North Carolina ("Henderson County"), and **THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**, a body corporate and politic in the State of North Carolina ("GARAA") (each a "Party" and collectively, the "Parties"). The effective date of this Agreement is the date it is last signed by the Parties hereto.

WHEREAS, GARAA and Henderson County are parties to that certain Simultaneous Exchange Agreement for Real Property dated February 2, 2024 as amended by that First Amendment to Simultaneous Exchange Agreement for Real Property dated \_\_\_\_\_, 2025 (collectively, the "Exchange Agreement"), wherein Henderson County agreed to convey to GARAA that certain real property described on **Exhibit A** attached hereto (the "Tract B") and in exchange GARAA agreed to convey to Henderson County a certain tract of land being 18.28 +/- acres described therein and being that certain real property shown as "Tract C1" and "Tract C2" on **Exhibit B** attached hereto (collectively, the "Tracts C1 and C2"); and

WHEREAS, the Exchange Agreement provides GARAA and Henderson County shall exchange Tracts C1 and C2 and Tract B on the same day at a simultaneous closing (the "Closing"); and

WHEREAS, as outlined in the Exchange Agreement, and a precondition to the Closing pursuant to the Exchange Agreement, GARAA has agreed to sell to the County, and the County has agreed to purchase from GARAA the real property labeled as "Tract C3" on **Exhibit B** attached hereto ("Tract C3") pursuant to a separate Agreement for Purchase and Sale of Land between the County and GARAA dated \_\_\_\_\_, 2025 (the "Purchase Agreement") and GARAA and the County have agreed in the Exchange Agreement, as amended, that the closing of the purchase and sale of Tract C3 will occur on the same day as the Closing under the Exchange Agreement; and

WHEREAS, Tract B is subject to certain land use restrictions set forth in Exhibit C attached to the deed recorded in Book 1492, Page 135 of the Henderson County Public Registry (the "Land Use Restrictions"); and

WHEREAS, the Exchange Agreement provides that, as a precondition to such exchange, the Land Use Restrictions be amended; and

WHEREAS, the Parties have agreed to amend the Land Use Restriction by recording an amendment in the form of Amendment to Land Use Restrictions attached hereto as **Exhibit C** (the "Amendment to Restrictions")

WHEREAS, Henderson County desires to grant to WRC, and WRC desires to accept, a sixty (60) foot wide exclusive easement for vehicular ingress, egress and regress and placement and location of underground utilities (the "New Easement"), which New Easement will cross over the real property owned by Henderson County labeled as "Tract A" on **Exhibit B** attached hereto ("Tract A") and then over and across Tract C3; and

WHEREAS, Henderson County and WRC have agreed that the New Easement will be in the form attached hereto as **Exhibit D** (the "Exclusive Easement Agreement"); and

WHEREAS, in connection with this Agreement, the City of Asheville and GARAA will finalize, execute and record the Acknowledgement in the form attached hereto as **Exhibit E** signed by the City of Asheville or in form as otherwise agreeable to the City of Asheville and GARAA that acknowledges the release of any reversionary rights over the New Easement described in Deed Book 3073, Page 239 of the Henderson County Registry provided the same is approved by WRC, which approval shall not be unreasonably withheld ("Acknowledgement"),

WHEREAS, in connection with the Closing of the Exchange Agreement, Henderson County has agreed to grant and convey to WRC, and WRC desires to accept from Henderson County a non-exclusive easement, which non-exclusive easement shall be in the form attached hereto as **Exhibit F** (the "Non-Exclusive Easement Agreement for WRC"); and

WHEREAS, in connection with the Closing of the Exchange Agreement, Henderson County has agreed to grant and convey to GARAA, and GARAA desires to accept from Henderson County a non-exclusive easement, which non-exclusive easement shall be in the form attached hereto as **Exhibit G** (the "Non-Exclusive Easement Agreement for GARAA"); and

WHEREAS, as consideration for the covenants from WRC contained herein and in satisfaction of the requirements labeled as the "Additional Conditions" set forth on the Exhibit B attached to the deed recorded in Book 3943, Page 368 of the Henderson County Public Registry, Henderson County has agreed to restrict Tracts C1 and C2 and Tract C3 pursuant the form of restrictions attached hereto as **Exhibit H** (the "Declaration of Land Use Restriction"); and

WHEREAS, WRC, Henderson County, and GARAA are entering into this Agreement to memorialize the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby consent, covenant, and agree as follows:

1. Recitals. The aforesaid recitals are hereby made a part hereof by this reference.
2. Document Execution. The Parties agree to execute where applicable and deliver for Closing the following documents: the Amendment to Restrictions, the Exclusive Easement Agreement, the Non-Exclusive Easement Agreement for WRC, the Non-Exclusive Easement Agreement for GARAA, and the Declaration of Land Use Restrictions (collectively, the "Documents"). To facilitate the Closing, the Parties agree that the Documents will be recorded in the following order:
  - a. Acknowledgement
  - b. Amendment to Restrictions
  - c. Exclusive Easement Agreement
  - d. The Non-Exclusive Easement Agreement for WRC



- e. The Non-Exclusive Easement Agreement for GARAA
- f. The Declaration of Land Use Restriction.

Further, the Parties agree that the Amendment to Restrictions shall be recorded prior to the deeds between the County and GARAA to complete the swap of Tract B and Tracts C1 and C2 under the Exchange Agreement and the deed from GARAA to the County for Tract C3 under the Purchase Agreement, and the remainder of the Documents shall be recorded immediately following the recordation of the deed from GARAA to the County for Tract C3.

3. Terms. The Parties' obligations hereunder are contingent upon, and to be performed in full concurrently with, Henderson County and GARAA (i) closing on the exchange of the Tracts C1 and C2 and Tract B pursuant to the Exchange Agreement, and (ii) closing of the purchase and sale of Tract C3 pursuant to the Purchase Agreement, all of which must occur on the same day as the Closing under the Exchange Agreement, and (iii) the recordation of the Acknowledgement, and (iv) Henderson County procuring for WRC an owner's policy of title insurance for the Exclusive Easement Agreement pursuant to the title commitment issued by Chicago Title Insurance Company having a commitment no. of 25-09246CH (it being understood that said owner's policy will be issued after the Closing pursuant to said commitment). Thus, in the event of any termination or expiration of the Exchange Agreement or the Purchase Agreement, this Agreement shall automatically be null and void. Furthermore, any party may terminate this Agreement if Closing does not occur within one (1) year of the effective date of this Agreement.

4. Notices. Any notice hereunder shall be in writing and shall be effective if given by pre-paid national overnight delivery service (such as FedEx) to the street address listed below. Any notice shall be deemed received on the earlier of actual delivery or refusal of delivery. If a notice cannot be delivered because the intended recipient changed its address without notifying the other party as required by this Section 4, then the notice shall be deemed refused by the intended recipient. Any party may change its address for notice under this Agreement on ten (10) days' advance notice to the other party. The initial notice address for each party is:

As to Henderson County

Henderson County Attorney  
1 Historic Courthouse Square, Suite #5  
Hendersonville, NC 28792  
  
Attn: Russ Burrell, County Attorney  
Phone: (828) 697-4719  
Email: [rburrell@hendersoncountync.gov](mailto:rburrell@hendersoncountync.gov)

With a copy to:

Henderson County Partnership for Economic  
Development  
330 N. King Street  
Hendersonville, NC 28792  
Attn: Brittany Brady

Telephone: 828-692-6373  
Email: [Brittany@hcped.org](mailto:Brittany@hcped.org)

With a copy to:

Hilderbran Hitchcock PA  
301 College Street, Suite 110  
Asheville, North Carolina 28801  
Attn: Dan Hitchcock  
Phone: (828) 222-7402  
Email: [dan@h2lawgroup.com](mailto:dan@h2lawgroup.com)

As to GARAA:

The Greater Asheville Regional Airport Authority  
61 Terminal Drive, Suite 1  
Attn: Lew Bleiweis, A.A.E.  
Telephone: 828-654-3243  
Email: [pr@flyavl.com](mailto:pr@flyavl.com)

With a copy to:

Goosmann, Rose, Colvard & Cramer, P.A.  
77 Central Ave, Ste H  
Asheville, NC 28801  
Attn: Elizabeth L.M. Cramer  
Telephone: (828) 258-0150  
Email: [bcramer@grcclaw.com](mailto:bcramer@grcclaw.com)

As to WRC

Wild River Corp.  
P.O. Box 1931  
Chico, CA 95927  
Attn: Ken Grossman  
Telephone: 530-624-8397  
Email: [ken@sierranevada.com](mailto:ken@sierranevada.com)

With a copy to:

McGuire Wood & Bissette PA.  
48 Patton Ave.  
Asheville, NC 28801  
Attn: Peter U. Kanipe  
Telephone: (828) 254-8800  
Email: [PKanipe@mwblawyers.com](mailto:PKanipe@mwblawyers.com)

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

6. Successors and Assigns. This Agreement shall bind and benefit the heirs, legal representatives, successors, and assigns of the respective parties hereto and all covenants, conditions, and agreements herein contained shall be deemed covenants running with the land.

7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties anticipate executing and delivering signed originals of this Agreement; provided, however, that if any signature is delivered through authenticated electronic signature technology (e.g., DocuSign, Adobe Sign, etc.), by facsimile transmission, or by e-mail delivery of a PDF or similar format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such authenticated electronic signature technology, facsimile, or PDF signature page were an original hand-written signature, including for purposes of validity, enforceability and admissibility of this Agreement or any part hereof.

[The remainder of this page is left blank intentionally – signature page to follow]



**SIGNATURE PAGE TO TRI-PARTY AGREEMENT**

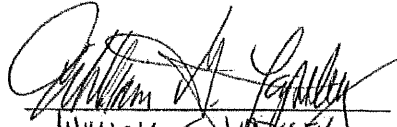
**COUNTY OF HENDERSON**

Dated: September 3, 2025

By:

Print Name:

Print Title:

  
WILLIAM G. HASKLEY  
CHAIRMAN HENDERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS

**THE GREATER ASHEVILLE REGIONAL  
AIRPORT AUTHORITY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

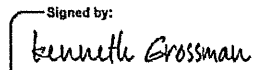
**WILD RIVER CORP.**

Dated: September 2, 2025

By:

Print Name:

Print Title:

Signed by:  
  
7E522BF42B98457...  
Kenneth Grossman  
President

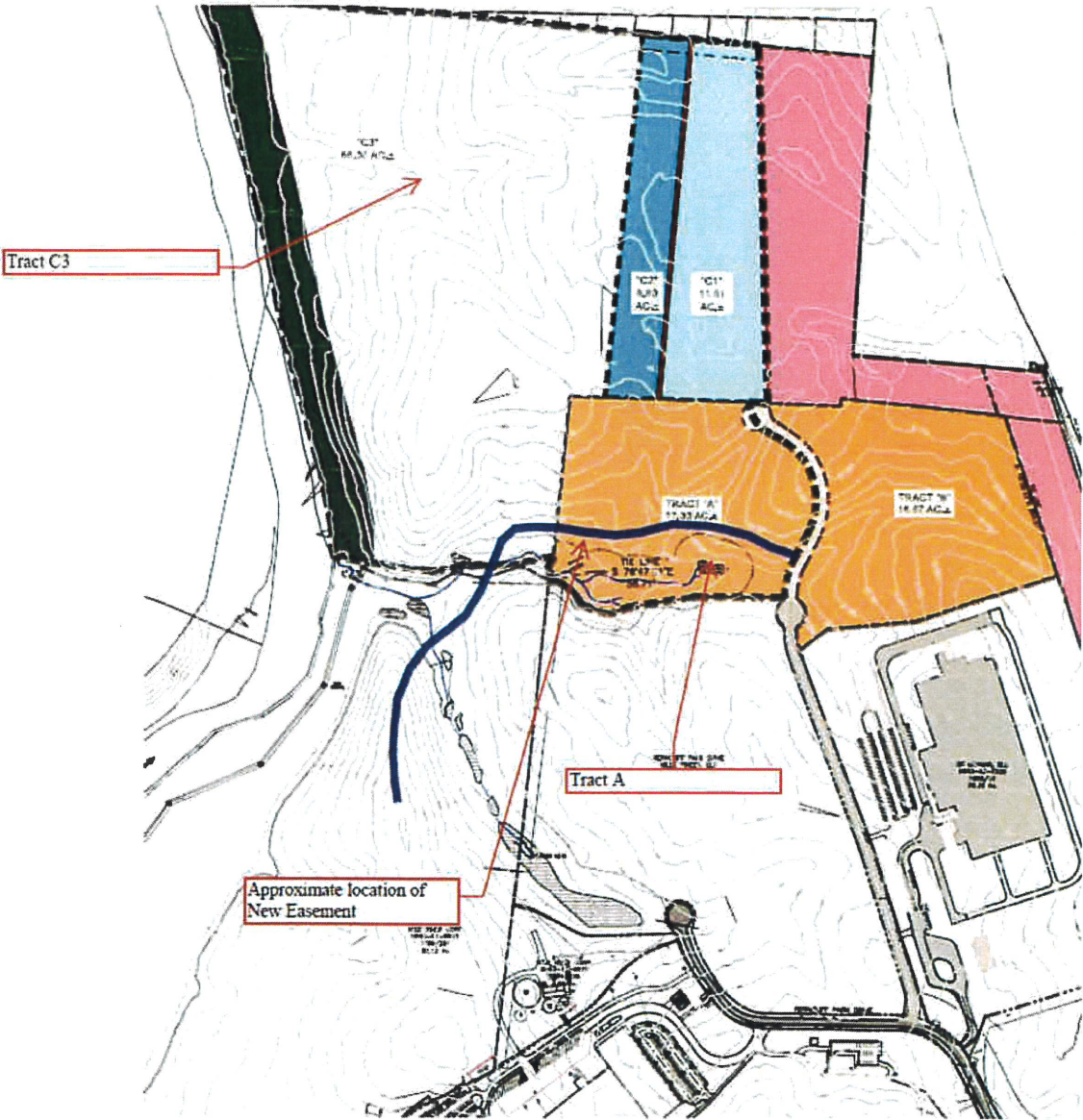
## EXHIBIT A

Being all of Tract B, containing 16.93 acres, as shown on that survey entitled "Minor Survey for County of Henderson" by Ownbey Land Surveying, PLLC, dated \_\_\_\_\_, 2024 and recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, Henderson County, NC Registry; a preliminary of said survey being attached hereto as Exhibit A-1.

### TRACT B:

Beginning at a ½" rebar, said rebar being the northwest corner of the GF Linamar Tract as recorded in deed book 1658 page 97; thence S 71°51'41" W a distance of 587.33' to a ½" rebar; thence S 85°01'21" W a distance of 361.98' to a ½" rebar; thence S 53°20'58" W a distance of 141.26' to a ½" rebar; thence on a curve turning to the right with an arc length of 33.39', and a radius of 93.62', with a chord bearing of N 10°25'24" W, and a chord length of 33.21' to a calculated point; thence N 00°12'20" W a distance of 36.00' to a calculated point; thence N 01°35'58" W a distance of 118.36' to a calculated point; thence N 00°57'53" E a distance of 28.44' to a calculated point; thence with a curve turning to the right with an arc length of 130.85' and a radius of 275.00', with a chord bearing of N 14°35'44" E, and a chord length of 129.62', to a calculated point; thence N 28°13'36" E a distance of 114.79' to a calculated point; thence with a curve turning to the left with an arc length of 490.45', and a radius of 325.00', with a chord bearing of N 15°00'19" W and a chord length of 445.22', to a calculated point; thence N 58°14'13" W a distance of 73.96' to a calculated point; thence with a curve turning to the right with an arc length of 31.05' and a radius of 35.00', with a chord bearing of N 32°49'13" W and a chord length of 30.04' to a calculated point; thence on a curve turning to the left with an arc length of 49.34' and a radius of 60.00', with a chord bearing of N 30°57'46" W and a chord length of 47.96', to a calculated point; thence S 88°06'45" E a distance of 308.52' to a concrete monument; thence N 01°43'31" E a distance of 30.08' to a concrete monument; thence S 84°09'27" E a distance of 660.22' to a ½" rebar; thence S 18°09'47" E a distance of 664.57' to the point and place of beginning, having an area of 16.93 acres.

EXHIBIT B



## **EXHIBIT C**

**PREPARED BY:** Dan Hitchcock, of Hilderbran Hitchcock PA, 301 College Street, Suite 110,  
Asheville, NC 28801

**STATE OF NORTH CAROLINA**

**AMENDMENT TO LAND USE  
RESTRICTIONS**

**COUNTY OF HENDERSON**

**Cross Ref. Book 1492, Page 135**

**THIS AMENDMENT TO LAND USE RESTRICTIONS** ("Amendment") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **WILD RIVER CORP.**, a North Corporation ("Wild River"), **COUNTY OF HENDERSON**, a body corporate and politic of the State of North Carolina ("Henderson County"), and each a "Party" and collectively the "Parties".

**RECITALS:**

WHEREAS, by that certain deed recorded in Book 1492, Page 135 of the Henderson County Public Registry (the "Original Deed"), Brightstar Associates, Inc., Brite Stars, LLC and Wild River subjected the Burdened Property (as defined in the Original Deed) to certain land use restrictions set forth in Exhibit C attached to the Original Deed (the "Restrictions"); and

WHEREAS, a portion of the Burdened Property was released from the Restrictions by that certain Agreement and Covenant recorded in Book 1582, at Page 402 of the Henderson County Public Registry; and

WHEREAS, Wild River still owns a portion of the Burdened Property by that deed recorded in Book 1492, Page 135 of the Henderson County Public Registry; and

WHEREAS, Henderson County owns a portion of the Burdened Property by that deed recorded in Book 3943, Page 368 of the Henderson County Public Registry (the "Henderson County Property"); and

WHEREAS, the remainder of the Burdened Property still subject to the Restrictions is owned by (i) GF LINAMAR, LLC, a Delaware Limited liability company now known as LINAMAR LIGHT METALS-MR, LLC ( Book 1658, Page 97), and (ii) EXCHANGERIGHT NET-LEASED PORTFOLIO 65 DST, a Delaware Statutory Trust (Book 4102, Page 333); and

WHEREAS, the Burdened Property is also subject to the Ferncliff Park Design Guidelines dated March 2012 and all amendments and revisions thereto that were defined and established within the Restrictions as the DRB Rules ("DRB Rules"); and

WHEREAS, Henderson County desires to deed to The Greater Asheville Regional Airport Authority, a body corporate and politic in the State of North Carolina ("GARAA") that portion of the Henderson County Property more particularly described on Exhibit A attached hereto ("Tract B"); and

WHEREAS, in order to facilitate the conveyance of Tract B to GARAA, Henderson County has requested that the Restrictions be amended; and

WHEREAS, Brightstar Associates, Inc. (the "Grantor" in the Original Deed) no longer owns any portion of the Burdened Property and thus, as set forth in Section 7 of the Restrictions, the Restrictions may be modified by a written instrument signed by a Majority of the Landowners (as defined in the Restrictions"); and

WHEREAS, the Parties executing this Amendment represent a Majority of the Landowners of the Burdened Property, and the Parties have agreed to amend the Restrictions upon the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants herein contained and the expenses incurred in connection therewith and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above form a material part of this Amendment and are incorporated herein by this reference. Capitalized terms not defined herein shall have the meaning set forth in the Restrictions.

2. Amendments. The Restrictions are hereby amended as they apply to all of the Burdened Property as follows:

(a) Owners of the Burdened Property shall have the right to grant, convey or assign an exclusive or non-exclusive easement for ingress, egress, and utilities (the "Right of Way") over their Burdened Property to the owner(s) of a parcel of real property located outside the boundaries of the Burdened Property, provided that such Right of Way is consistent with the Restrictions and applicable zoning and land use regulations. This provision shall not be construed to obligate any owner of Burdened Property to grant such a Right of Way, nor shall it be deemed to create a public easement or right of access.

(b) Section 2.c of the Restrictions shall be deleted in its entirety and replaced as follows:

(c) Setbacks: Except as provided below, all owners of the Burdened Property will be required to comply with all setback requirements set forth in the Town of Mills River Zoning Ordinance. Each owner of the Burdened Property shall setback all Structures 100' from the pavement of (1) Ferncliff Park Drive and (2) that road that exists before the turnaround or cul-de-sac constructed within

the real property shown as "Proposed 60 R/W" on the plat recorded in Plat Book 2005, Slide \_\_\_\_\_ of the Henderson, NC Register's Office (the "Non-Exclusive Easement"). All owners shall reasonably maintain said setback areas, except for publicly maintained right of way, and provide a buffer or landscaping with two rows of native trees, at 40 foot intervals.

3. Amendments as to Tract B. The Restrictions are hereby amended as they apply solely to Tract B as follows:

(a) Notwithstanding the language of the Restrictions, the following use (in addition to those uses listed in Section 1.a., 1.b., 1.c., and 1.d. of the Restrictions) shall be permitted on Tract B: Aeronautical/aviation industries and aeronautical/aviation-related industries (e.g. FBO, hanger, flight school, aircraft manufacturing, etc.), as well as customary accessory uses and operations.

(b) Tract B shall be exempt from providing a buffer or landscaping with two rows of native trees, at 40 foot intervals in regards to the setback requirements described in Section 2.c.

(c) Tract B shall be exempt from all requirements and restrictions of Sections 3.a, 3.b and 3.c of the Restrictions. Furthermore, Tract B shall not be subject to the DRB Rules.

(d) Tract B shall be exempt from the requirements of Section 5.e. of the Restrictions regarding Fencing and Signage.

(e) Tract B is being acquired by GARAA for the purpose of developing the Asheville Regional Airport and for potential use by aeronautical/aviation industries and aeronautical/aviation-related industries (collectively, the "Aviation Use"). With respect to Tract B, the Restrictions shall be interpreted and enforced with the understanding that the Aviation Use requires full compliance with the laws, rules, regulations and requirements promulgated and enforced by the Federal Aviation Administration ("FAA") and by the Transportation Security Administration ("TSA"). In the event of a conflict between the Restrictions and the laws, rules, regulations and requirements of the FAA or of the TSA, the laws, rules, regulations and requirements of the FAA and the TSA shall control.

IN WITNESS WHEREOF, the undersigned Parties have caused this Amendment to be executed and sealed to be effective as of the day and year first above written.

[Signature Pages Follows.]

SIGNATURE PAGE TO AMENDMENT TO LAND USE RESTRICTIONS

WILD RIVER CORP.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is a \_\_\_\_\_ of Wild River Corp., a North Carolina corporation, and that he/she as \_\_\_\_\_, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
*[Note: Notary Public must sign exactly as on notary seal]*  
My Commission Expires: \_\_\_\_\_  
☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)



**SIGNATURE PAGE TO AMENDMENT TO LAND USE RESTRICTIONS**

CORPORATE SEAL

COUNTY OF HENDERSON

By: \_\_\_\_\_,  
\_\_\_\_\_, Chairman of the Henderson  
County Board of Commissioners

ATTEST:

\_\_\_\_\_, Clerk of the Henderson  
County Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public of  
\_\_\_\_\_ County, State of North Carolina, certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged  
that he/she is Clerk of Henderson County Board of Commissioners, and that by authority duly  
given the foregoing instrument was signed in its name by  
\_\_\_\_\_, in his/her capacity as Chairman of the Henderson  
County Board of Commissioners. Sealed with its corporate seal and attested by  
\_\_\_\_\_ as its Clerk. Witness my hand and official stamp or seal, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

[stamp/seal]

Notary Public : \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT D**

**PREPARED BY:** Dan Hitchcock, of Hilderbran Hitchcock PA, 301 College Street, Suite 110, Asheville, NC 28801

**STATE OF NORTH CAROLINA**

**EASEMENT AGREEMENT**

**COUNTY OF BUNCOMBE**

**THIS EASEMENT AGREEMENT** ("Agreement") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **COUNTY OF HENDERSON**, a body corporate and politic of the State of North Carolina ("County") and **WILD RIVER CORP.**, a North Carolina Corporation ("Grantee").

**RECITALS:**

**WHEREAS**, County is the holder of the fee simple interest in the following three (3) tracts of land (collectively, the "Grantor Property"): (i) that 65.80 +/- acre tract of real property show as "Tract C3" on the plat recorded in Plat Book 2025, Slide \_\_\_\_\_ of the Henderson, NC Register's Office; (ii) that certain 20.72 +/- acre tract of real property shown as "Tract A" on the plat recorded in Plat Book 2025, Slide \_\_\_\_\_ of the Henderson, NC Register's Office; and

**WHEREAS**, Grantee is the holder of the fee simple interest in in the three (3) tracts of land more particularly described on Exhibit A attached hereto (collectively, the "Grantee Property"); and

**WHEREAS**, Grantee desires vehicular and pedestrian access and the installation of utilities over and across a portion of the Grantor Property as more particularly described herein for ingress, egress and regress and the installation of utilities to and from certain 3.84 acres area shown as "3.84 Acres Total Area within Nonexclusive Easement" on the plat recorded in Plat Book 2025, Slide \_\_\_\_\_ of the Henderson, NC Register's Office (the "Access Road") for the benefit of the Grantee Property, and Grantor has agreed to grant and convey to Grantee an easement as set forth herein.

**NOW, THEREFORE**, in consideration of the covenants herein contained and the expenses incurred in connection therewith and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The recitals set forth above form a material part of this Agreement and are incorporated herein by this reference.

2. Access Easement. Grantor hereby grants to Grantee an exclusive perpetual right, privilege and easement forty-five (45) feet in width burdening the Grantor Property for pedestrian and vehicular ingress and egress and the installation of utilities, security and surveillance equipment and a private gate upon, over and across the Grantor Property for the benefit of Grantee Property for the purpose of accessing the Access Road that accesses Ferncliff Park Drive (the "Easement"). The Easement shall be over, upon and across that portion of Grantor Property that lay within twenty-two and one-half (22.5) feet from any point of said centerline of said Easement ("Easement Area"), which centerline is more particularly described on Exhibit B attached hereto.

3. Use of Easement. Grantee shall have the right, but not the obligation, to improve the Easement Area with a two (2) lane paved access road together with related road improvements, which improvements may include, but not be limited to, installing, repairing, or replacing surface paving or asphalt, curbs, curb-cuts, gutters, drainage infrastructure, sidewalks, landscaping, lighting, and reasonable directional or identification signage, provided Grantee shall be responsible for maintaining any such improvements, all of which shall comply with any applicable laws, ordinances or codes applicable to the Easement Area and the Grantor Property. Although Grantee shall have the exclusive use of the Easement Area for ingress, egress and regress, Grantor retains the right to run utility lines through the Easement Area, provided the same are installed underground. Grantee shall further have the right to install utilities, security and surveillance equipment, and a private gate for its own benefit within the Easement Area.

4. Temporary Construction Easement. In connection with the completion of a new two (2) lane paved access road within the Easement Area (the "Grantee Private Road"), Grantor hereby grants and conveys to Grantee a temporary, non-exclusive eighty (80) foot construction easement over and upon the Grantor Property for the purposes of paving and constructing the Grantee Private Road, with such temporary construction easement being extending out forty (40) feet from any point on the centerline of the Easement Area, which centerline is more particularly described on Exhibit B attached hereto. Grantee shall return the portion of the Grantor Property within the temporary construction easement area substantially to the same or similar condition that existed prior to the use of the easement or construction pursuant thereto (except for the work contemplated herein), including fine grading and seeding. The foregoing temporary construction easement shall automatically terminate upon the earlier of (i) final completion of the Grantee Private Road, or (ii) nine (9) months following the commencement of the construction of the Grantee Private Road. Grantee shall obtain and maintain until termination of the foregoing temporary construction easement, at its sole cost and expense, all governmental or non-governmental permits, approvals and authorizations required by any governmental authority for construction of the Grantee Private Road and all activities associated therewith, or any other activity of Grantee on the Grantor Property. Grantee shall, upon written request from GARAA or the County, provide copies of all such permits to Grantor prior to performing any work or construction on the Grantor Property. Grantee shall comply with all applicable governmental laws, codes, ordinances, regulations and requirements in connection with the construction of the Grantee Private Road and all activities associated therewith.

5. Setbacks. As additional consideration given for this Agreement, Grantor, as the owner of Grantor Property, shall setback all structures or improvements one hundred (100) feet from the pavement of the Grantee Private Road (the "Setback Area"). Until the Grantee Private Road has been constructed, said setback shall be one hundred and twenty-two and one-half (122.5) feet from the centerline of Easement Area. Grantor shall maintain said Setback Area until Grantee begins construction on the Grantee Private Road.

6. Landscape Easement. Grantor does grant and convey to Grantee a non-exclusive perpetual right, privilege and easement for over, across and upon the Setback Area for the sole purpose of installing, maintaining, repairing and replenishing landscape items and areas, including grass, shrubs, trees and seasonal plantings, landscaping within the Setback Area, once Grantee begins construction of the Grantee Private Road. Once Grantee begins construction of the Grantee Private Road within the Setback Area, Grantee shall be solely responsible for the installation and maintenance of landscape items Grantee installs at its discretion within the Setback Area.

7. Covenants to Run with the Land. It is intended that the easements, covenants, conditions, restrictions, rights and obligations set forth in this Agreement shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit and be binding upon the owners of the Grantor Property and the Grantee Property as herein provided.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Grantor Property or Grantee Property. No easements except those expressly set forth herein shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

9. Indemnification: Grantee and their respective successors and assigns, and any future holders of the easement rights granted herein agree to indemnify, defend, save, and hold harmless Grantor and its successors and assigns, and all current and future owners of the Grantor Property, or any part thereof, from and against any and all losses, liabilities, costs (including reasonable attorneys' fees), expenses, penalties, judgments, claims and damages of every kind or character arising out of or in connection with any use or other activities on or about the Easement Area by Grantee and/or their respective successors and assigns, agents, employees, invitees and contractors, except to the extent such losses are caused by the gross negligence or willful misconduct of Grantor or its successors and assigns, employees or agents.

10. Miscellaneous.

a. Equitable Relief. In the event of any breach or threatened breach of this Agreement, any non-breaching party shall be entitled to seek and obtain specific performance of another party's obligations under this Agreement and/or an injunction against such breach or threatened breach, in addition to such other relief as may be available at law.

b. Notices. Any notice provided hereunder to any party hereto shall be in writing and shall be transmitted via certified United States Mail, return receipt request, postage

prepaid to the address for such party as set forth in the Henderson County Tax records, which may be changed by written notice in accordance herewith.

c. Severability of Provisions. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any party by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof, and the same shall remain in full force and effect.

d. Amendment; Termination. This Agreement may be amended or terminated, by, and only by, a written agreement executed by all parties hereto, or their heirs, successors and assigns owning any portion of the Grantor Property or the Grantee Property, and recorded in the Office of the Buncombe County Register of Deeds.

e. No Waiver. The failure of any person or entity to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that person or entity may have hereunder or at law or equity and shall not be deemed a waiver of a subsequent breach or default of such terms, covenants or conditions.

f. Applicable Law. The laws of the State of North Carolina shall govern the validity, enforcement, interpretation and performance of this Agreement.

g. Entire Agreement. The recitals set forth above are true and correct and are made a part of the agreement set forth herein. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and there are no oral agreements not evidenced by this writing. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed and sealed as of the day and year first above written.

[Signature Page Follows.]

**SIGNATURE PAGE TO EASEMENT AGREEMENT**

CORPORATE SEAL

COUNTY OF HENDERSON

By: \_\_\_\_\_,  
\_\_\_\_\_, Chairman of the Henderson  
County Board of Commissioners

ATTEST:

\_\_\_\_\_, Clerk of the Henderson  
County Board of Commissioners

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_ a Notary Public of  
\_\_\_\_\_ County, State of North Carolina, certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged  
that he/she is Clerk of Henderson County Board of Commissioners, and that by authority duly  
given the foregoing instrument was signed in its name by  
\_\_\_\_\_, in his/her capacity as Chairman of the Henderson  
County Board of Commissioners. Sealed with its corporate seal and attested by  
\_\_\_\_\_ as its Clerk. Witness my hand and official stamp or seal, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_  
[Note: Notary Public must sign exactly as on notary seal]  
My Commission Expires: \_\_\_\_\_  
☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

**SIGNATURE PAGE TO EASEMENT AGREEMENT**

WILD RIVER CORP.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_,  
certify that \_\_\_\_\_ personally came before me this day and acknowledged that  
he/she is a \_\_\_\_\_ of Wild River Corp., a North Carolina corporation, and that  
he/she as \_\_\_\_\_, being authorized to do so, voluntarily executed the  
foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this \_\_\_\_ day  
of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

*[Note: Notary Public must sign exactly as on notary seal]*

My Commission Expires: \_\_\_\_\_

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)



**EXHIBIT A**

**TRACT I:**

Being all of that that certain of 80.12 +/- acre tract of land shown on the plat recorded in Plat Slide 8614 of the Henderson NC Register's Office, reference to which is hereby made for a more particular description of said property.

AND BEING the same property conveyed by deed recorded in Book 1499, Page 291 of the Henderson NC Register's Office.

**TRACT II:**

BEING all of Areas A, B and D as shown on the plat entitled "Brightstar Associates, Inc." recorded in Plat Slide 8541, Henderson NC Register's Office, reference to which Plat is hereby made for a more particular description of said Areas.

AND BEING the same property conveyed by deed recorded in Book 1492, Page 135 of the Henderson NC Register's Office.

**TRACT III:**

BEING all of that 4.89 acres as shown on the plat entitled "Plat of Survey for a Wild River Corp. Bright Star Associates, Inc. and Brite Stars, LLC" recorded in Plat Slide 8652, Henderson County, North Carolina Register of Deeds Office, reference to which plat is hereby made for a more particular description of said property.

AND BEING the same property conveyed by deed recorded in Book 1504, Page 209 of the Henderson NC Register's Office.

## **EXHIBIT B**

BEING ALL of that 1.427 +/- acre (62114 sq. ft.) area shown as "Total Area of Proposed Exclusive Easement within Tract A & Tract C3" on the plat recorded in Plat Book 2025, Slide \_\_\_\_\_ of the Henderson, NC Register's Office, and said easement area being more particularly described as follows:

Beginning at a point located in the western margin of a sixty (60) foot wide right of way which is shown on the plat recorded in Plat Book 2025, Slide \_\_\_\_\_ of the Henderson County Public Registry, said point being located the following two (2) calls from NCGS Monument "Sierra Nevada", said monument "Sierra Nevada" having coordinates of N: 629998.94', and E: 944223.55' (NAD83/2011): (i) North 21° 37' 34" West 3516.90 feet and (ii) North 71° 34' 28" West 30.01 feet; and said point being located the following two (2) calls from NCGS Monument "Banning", said monument "Banning" having grid coordinates of N: 629781.89' and E: 941793.20' (NAD83/2011): (i) North 18° 01' 15" East 3666.24 feet, and (ii) North 71° 34' 28" West 30.01 feet; and from the BEGINNING POINT thus established, North 71° 34' 28" West 62.26 feet to a point; thence running on a curve to the right with a radius of 100.00 feet, an arc length of 63.06 feet, and a chord bearing and distance of North 53° 30' 29" West 62.02 feet; thence North 35° 26' 30" West 86.33 feet to a point; thence on a curve to the left with a radius of 150.00 feet, an arc length of 122.75 feet, and a chord bearing and distance of North 58° 53' 06" West 119.35 feet to a point; thence North 82° 19' 42" West 75.34 feet to a point; thence on a curve to the left with a radius of 100.00 feet, an arc of 92.17 feet, and a chord bearing and distance of South 71° 16' 02" West 88.94 feet to a point; thence South 44° 51' 45" West 66.52 feet to a point; thence on a curve to the right with a radius of 90.00 feet, an arc length of 108.65 feet, and a chord bearing and distance of South 79° 26' 45" West 102.17 feet to a point; thence North 65° 58' 16" West 37.60 feet to a point; thence on a curve to the left with a radius of 100.00 feet, an arc length of 40.90 feet, and a chord bearing and distance of North 77° 41' 22" West 40.62 feet to a point; thence North 89° 24' 28" West 47.59 feet to a point; thence on a curve to the right with a radius of 300.00 feet, an arc length of 51.27 feet, and a chord bearing and distance of North 84° 30' 43" West 51.21 feet to a point; thence North 79° 36' 58" West 144.93 feet to a point; thence on a curve to the left with a radius of 300.00 feet, an arc length of 105.11 feet, and a chord bearing and distance of North 89° 39' 13" West 104.57 feet to a point; thence South 80° 18' 33" West 86.21 feet to a point; thence on a curve to the left with a radius of 300 feet, an arc length of 76.26 feet, and a chord bearing and distance of South 73° 01' 35" West 76.06 feet; thence South 65° 44' 38" West 21.58 feet to a point; thence on a curve to the left with a radius of 100.00 feet, an arc length of 84.91 feet, and a chord bearing and distance of South 41° 25' 12" West 82.38 feet to a point; thence South 17° 05' 46" West 23.29 feet to a point located in the northern margin of the property of Wild River Corp. as described in the deed recorded in Book 1499, Page 291 of the Henderson County Public Registry.

**EXHIBIT E**

Prepared By and Return To:  
GOOSMANN ROSE COLVARD & CRAMER, P.A (23-2873)  
*No title examination completed nor opinion rendered by the preparer hereof*

STATE OF NORTH CAROLINA  
COUNTIES OF BUNCOMBE & HENDERSON

**ACKNOWLEDGEMENT OF REVERTER AMENDMENT**

THIS ACKNOWLEDGEMENT OF REVERTER AMENDMENT is made and entered into this as of the last day signed below by and between THE CITY OF ASHEVILLE, NORTH CAROLINA, a North Carolina Municipal Corporation, as the holder of the reversion interest (herein "The City") and the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, a body corporate and politic in the State of North Carolina (herein "GARAA").

**WITNESSETH:**

THAT WHEREAS, The City executed a Special Warranty Deed to GARAA as recorded in Record Book 5565 at Page 1196, Buncombe County, NC Registry and Record Book 3073 at Page 239, Henderson County, NC Registry (herein the "Deed"), which said Deed conveyed certain property described in Exhibit A thereof and subjected said property to and reserved in The City a certain possibility of reverter as described in Exhibit D therein pursuant to North Carolina Session Law 2012-121 ("S.L. 2012-121") of the General Assembly of North Carolina (herein the "Reverter");

WHEREAS, on June 5, 2023, the said General Assembly of North Carolina enacted Session Law 2023-29 which modified Section 1.7(a) S.L. 2012-121 to read as set forth in Exhibit A (herein the "Section 1.7(a) Amendment"; and

WHEREAS, The City and GARAA have agreed to acknowledge of record the Section 1.7(a) Amendment as a modification of the recorded Reverter.

NOW THEREFORE, The City and GARAA execute this to acknowledge that the Reverter was amended and modified by the Section 1.7(a) Amendment effective as of the date of enactment on June 5, 2023, as set forth in Exhibit A.

IN WITNESS WHEREOF, The City and GARAA following have duly executed the foregoing as of the day and year last signed below.

[ SIGNATURE PAGES TO FOLLOW ]

SIGNATURE PAGE  
TO  
ACKNOWLEDGMENT OF REVERTER AMENDMENT

THE CITY OF ASHEVILLE, NORTH CAROLINA,  
a North Carolina Municipal Corporation

By: \_\_\_\_\_  
As: \_\_\_\_\_

State of North Carolina  
County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein and in the capacity herein expressed \_\_\_\_\_.

Witness my hand and Notarial stamp or seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
Commission Expiration: \_\_\_\_\_

SIGNATURE PAGE  
TO  
ACKNOWLEDGMENT OF REVERTER AMENDMENT

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY,  
a body corporate and politic in the State of North Carolina

\_\_\_\_\_  
By: Lew Bleiweis  
As: President & CEO

State of North Carolina  
County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein and in the capacity herein expressed: LEW BLEIWEIS, PRESIDENT & CEO.

\_\_\_\_\_  
Witness my hand and Notarial stamp or seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
Commission Expiration: \_\_\_\_\_

EXHIBIT A  
TO  
ACKNOWLEDGMENT OF REVERTER AMENDMENT

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2023

SESSION LAW 2023-29  
SENATE BILL 208

AN ACT CLARIFYING THE TYPE OF PROPERTY THAT SHALL REVERT TO THE ORIGINAL GRANTOR IF THE GREATER ASHEVILLE REGIONAL AIRPORT CEASES TO OPERATE OR THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY IS DISSOLVED.

The General Assembly of North Carolina enacts:

**SECTION 1.** Section 1.7(a) of S.L. 2012-121 reads as rewritten:

"SECTION 1.7.(a) The Authority is hereby authorized and empowered to acquire from the Counties of Buncombe and Henderson and the City of Asheville, by agreement therewith, and such Counties and City may grant and convey, either by gift or for such consideration as allowed by federal law and as it may be deemed wise, any real and/or personal property which it now owns or may hereafter acquire, and which may be necessary, beneficial, or helpful for the construction, development, operation, and/or maintenance of any airport or facilities of same located in the Counties of Buncombe or Henderson. If the airport ceases to operate or if the Authority is dissolved, any applicable real property of the Counties of Buncombe or Henderson or the City of Asheville conveyed or transferred to the Authority under this act and not subsequently sold or exchanged for another property by the Authority shall revert to the grantor."

**SECTION 2.** This act is effective when it becomes law and applies to property conveyed, transferred, sold, or exchanged for another property by the Greater Asheville Regional Airport Authority on or after that date.

In the General Assembly read three times and ratified this the 5<sup>th</sup> day of June, 2023.

s/ Carl Ford  
Presiding Officer of the Senate

s/ Joe John  
Presiding Officer of the House of Representatives



**EXHIBIT F**



**PREPARED BY:** Dan Hitchcock, of Hilderbran Hitchcock PA, 301 College Street, Suite 110, Asheville, NC 28801

**STATE OF NORTH CAROLINA**

**EASEMENT AGREEMENT**

**COUNTY OF BUNCOMBE**

**THIS EASEMENT AGREEMENT** ("Agreement") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **COUNTY OF HENDERSON**, a body corporate and politic of the State of North Carolina ( "Grantor") and **WILD RIVER CORP.**, a North Carolina Corporation ("Grantee").

**RECITALS:**

**WHEREAS**, County is the holder of the fee simple interest in that certain 3.84 +/- acre tract of real property shown as "3.84 Acres Total Area Within Nonexclusive R/W" on the plat recorded in Plat Book 2025, Slide \_\_\_\_ of the Henderson, NC Register's Office ("Grantor Property"),

**WHEREAS**, Grantee is the holder of the fee simple interest in in the following three (3) tracts of land more particularly described on Exhibit A attached hereto (collectively, the "Grantee Property"); and

**WHEREAS**, Grantor intends to develop the Grantor Property into a public right of way built to the standards of the North Carolina Department of Transportation and to dedicate the same (the "New Road"), which New Road will connect with Ferncliff Park Drive; and

**WHEREAS**, on this day, and immediately preceding the recording of this Agreement, Grantor and Grantee entered into and recorded a certain Easement Agreement recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Henderson, NC Register's Office (the "Exclusive Easement"), wherein the County granted to Grantee an exclusive right of way over the property described therein; and

**WHEREAS**, until the New Road is built and dedicated to the public, Grantee desires vehicular and pedestrian access over and across a portion of the Grantor Property as more particularly described herein for ingress, egress and regress and the installation of utilities to and

from Ferncliff Park Drive to the Exclusive Easement and ultimately over the Exclusive Easement to the Grantee Property, and Grantor has agreed to grant and convey to Grantee an easement as set forth herein.

**NOW, THEREFORE,** in consideration of the covenants herein contained and the expenses incurred in connection therewith and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Recitals. The recitals set forth above form a material part of this Agreement and are incorporated herein by this reference.

2. Access Easement. Grantor hereby grants to Grantee a non-exclusive perpetual right, privilege and easement over and across the Grantor Property for pedestrian and vehicular ingress and egress and the installation of utilities upon, over and across the Grantor Property for the benefit of Grantee Property for the purpose of accessing the Exclusive Easement from Ferncliff Drive (the "Easement"). The Easement is over, upon and across the Grantor Property (the "Easement Area"). There currently exists within the Easement Area a gravel drive.

3. Construction of New Road and Maintenance. Grantor shall construct the New Road in the Easement Area at Grantor's sole expense. Construction of the New Road shall be completed within two (2) years of the recording of this instrument. Grantee shall not be permitted to make any improvements to the Easement Area. Grantor shall construct the New Road. Grantee shall be prohibited from using the Easement Areas while the New Road is under construction, except to the extent that Grantor has provided single lane access. After completion of construction and until such time as the New Road is dedicated for public use Grantor shall be required to maintain the New Road at Grantor's expense.

4. Covenants to Run with the Land. It is intended that the easements, covenants, conditions, restrictions, rights and obligations set forth in this Agreement shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit and be binding upon the owners of the Grantor Property and the Grantee Property as herein provided.

5. Dedication. Upon completion of the New Road, Grantor shall use commercially reasonable efforts to dedicate the New Road to the appropriate public entity or authority as soon as reasonably possible following completion of the improvements. Following dedication of the New Road, the Easement granted herein shall terminate and be of no further force or effect.

6. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Grantor Property or Grantee Property. No easements except those expressly set forth herein shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

7. Indemnification. Grantee and their respective successors and assigns, and any future holders of the easement rights granted herein agree to indemnify, defend, save, and hold harmless Grantors and their respective successors and assigns, and all current and future owners of the Grantor Property, or any part thereof, from and against any and all losses, liabilities, costs

(including reasonable attorneys' fees), expenses, penalties, judgments, claims and damages of every kind or character arising out of or in connection with any use or other activities on or about the Easement Area by Grantee and/or their respective successors and assigns, agents, employees, invitees and contractors, except to the extent such losses are caused by the gross negligence or willful misconduct of Grantors or their respective successors and assigns, employees or agents.

8. Miscellaneous.

a. Equitable Relief. In the event of any breach or threatened breach of this Agreement, any non-breaching party shall be entitled to seek and obtain specific performance of another party's obligations under this Agreement and/or an injunction against such breach or threatened breach, in addition to such other relief as may be available at law.

b. Notices. Any notice provided hereunder to any party hereto shall be in writing and shall be transmitted via certified United States Mail, return receipt request, postage prepaid to the address for such party as set forth in the Henderson County Tax records, which may be changed by written notice in accordance herewith.

c. Severability of Provisions. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any party by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof, and the same shall remain in full force and effect.

d. Amendment; Termination. This Agreement may be amended or terminated, by, and only by, a written agreement executed by all parties hereto, or their heirs, successors and assigns owning any portion of the Grantor Property or the Grantee Property, and recorded in the Office of the Buncombe County Register of Deeds.

e. No Waiver. The failure of any person or entity to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that person or entity may have hereunder or at law or equity and shall not be deemed a waiver of a subsequent breach or default of such terms, covenants or conditions.

f. Applicable Law. The laws of the State of North Carolina shall govern the validity, enforcement, interpretation and performance of this Agreement.

g. Entire Agreement. The recitals set forth above are true and correct and are made a part of the agreement set forth herein. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and there are no oral agreements not evidenced by this writing. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed and sealed as of the day and year first above written.

[Signature Page Follows.]

**SIGNATURE PAGE TO EASEMENT AGREEMENT**

CORPORATE SEAL

COUNTY OF HENDERSON

By: \_\_\_\_\_,  
Chairman of the Henderson  
County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of the Henderson  
County Board of Commissioners

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_ a Notary Public of  
\_\_\_\_\_ County, State of North Carolina, certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged  
that he/she is Clerk of Henderson County Board of Commissioners, and that by authority duly  
given the foregoing instrument was signed in its name by  
\_\_\_\_\_, in his/her capacity as Chairman of the Henderson  
County Board of Commissioners. Sealed with its corporate seal and attested by  
\_\_\_\_\_ as its Clerk. Witness my hand and official stamp or seal, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_  
[Note: Notary Public must sign exactly as on notary seal]  
My Commission Expires: \_\_\_\_\_  
☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

SIGNATURE PAGE TO EASEMENT AGREEMENT

WILD RIVER CORP.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is a \_\_\_\_\_ of Wild River Corp., a North Carolina corporation, and that he/she as \_\_\_\_\_, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
*[Note: Notary Public must sign exactly as on notary seal]*  
My Commission Expires: \_\_\_\_\_  
☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

## **EXHIBIT A TO EASEMENT AGREEMENT**

### **TRACT I:**

Being all of that that certain of 80.12 +/- acre tract of land shown on the plat recorded in Plat Slide 8614 of the Henderson NC Register's Office, reference to which is hereby made for a more particular description of said property.

AND BEING the same property conveyed by deed recorded in Book 1499, Page 291 of the Henderson NC Register's Office.

### **TRACT II:**

BEING all of Areas A, B and D as shown on the plat entitled "Brightstar Associates, Inc." recorded in Plat Slide 8541, Henderson NC Register's Office, reference to which Plat is hereby made for a more particular description of said Areas.

AND BEING the same property conveyed by deed recorded in Book 1492, Page 135 of the Henderson NC Register's Office.

### **TRACT III:**

BEING all of that 4.89 acres as shown on the plat entitled "Plat of Survey for a Wild River Corp. Bright Star Associates, Inc. and Brite Stars, LLC" recorded in Plat Slide 8652, Henderson County, North Carolina Register of Deeds Office, reference to which plat is hereby made for a more particular description of said property.

AND BEING the same property conveyed by deed recorded in Book 1504, Page 209 of the Henderson NC Register's Office.

**EXHIBIT G**



**PREPARED BY:** Dan Hitchcock, of Hilderbran Hitchcock PA, 301 College Street, Suite 110, Asheville, NC 28801

**STATE OF NORTH CAROLINA**

**EASEMENT AGREEMENT**

**COUNTY OF BUNCOMBE**

**THIS EASEMENT AGREEMENT** ("Agreement") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **COUNTY OF HENDERSON**, a body corporate and politic of the State of North Carolina ( "Grantor") and **THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**, a body corporate and politic in the State of North Carolina ("Grantee").

**RECITALS:**

**WHEREAS**, County is the holder of the fee simple interest in that certain 3.84 +/- acre tract of real property shown as "3.84 Acres Total Area Within Nonexclusive R/W" on the plat recorded in Plat Book 2025, Slide \_\_\_\_ of the Henderson, NC Register's Office ("Grantor Property"),

**WHEREAS**, Grantee is the holder of the fee simple interest in the real property more particularly described on Exhibit A attached hereto (collectively, the "Grantee Property"); and

**WHEREAS**, Grantor intends to develop the Grantor Property into a public right of way built to the standards of the North Carolina Department of Transportation and to dedicate the same (the "New Road"), which New Road will connect with Ferncliff Park Drive; and

**WHEREAS**, until the New Road is built and dedicated to the public, Grantee desires vehicular and pedestrian access over and across the Grantor Property for ingress, egress and regress and the installation of utilities to and from Ferncliff Park Drive to the Grantee Property, and Grantor has agreed to grant and convey to Grantee an easement as set forth herein.

**NOW, THEREFORE**, in consideration of the covenants herein contained and the expenses incurred in connection therewith and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Recitals. The recitals set forth above form a material part of this Agreement and are incorporated herein by this reference.

2. Access Easement. Grantor hereby grants to Grantee a non-exclusive perpetual right, privilege and easement over and across the Grantor Property for pedestrian and vehicular ingress and egress and the installation of utilities upon, over and across the Grantor Property for the benefit of Grantee Property for the purpose of accessing the Grantee Property from Ferncliff Drive (the "Easement"). The Easement is over, upon and across the Grantor Property (the "Easement Area"). There currently exists within the Easement Area a gravel drive.

3. Construction of New Road and Maintenance. Grantor shall construct the New Road in the Easement Area at Grantor's sole expense. Construction of the New Road shall be completed within two (2) years of the recording of this instrument. Grantee shall not be permitted to make any improvements to the Easement Area. Grantor shall construct the New Road. Grantee shall be prohibited from using the Easement Areas while the New Road is under construction, except to the extent that Grantor has provided single lane access. After completion of construction and until such time as the New Road is dedicated for public use Grantor shall be required to maintain the New Road at Grantor's expense.

4. Covenants to Run with the Land. It is intended that the easements, covenants, conditions, restrictions, rights and obligations set forth in this Agreement shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit and be binding upon the owners of the Grantor Property and the Grantee Property as herein provided.

5. Dedication. Upon completion of the New Road, Grantor shall use commercially reasonable efforts to dedicate the New Road to the appropriate public entity or authority as soon as reasonably possible following completion of the improvements. Following dedication of the New Road, the Easement granted herein shall terminate and be of no further force or effect.

6. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Grantor Property or Grantee Property. No easements except those expressly set forth herein shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

7. Indemnification: As allowed by law, Grantee and their respective successors and assigns, and any future holders of the easement rights granted herein agree to indemnify, defend, save, and hold harmless Grantors and their respective successors and assigns, and all current and future owners of the Grantor Property, or any part thereof, from and against any and all losses, liabilities, costs (including reasonable attorneys' fees), expenses, penalties, judgments, claims and damages of every kind or character arising out of or in connection with any use or other activities on or about the Easement Area by Grantee and/or their respective successors and assigns, agents, employees, invitees and contractors, except to the extent such losses are caused by the gross negligence or willful misconduct of Grantors or their respective successors and assigns, employees or agents.

8. Miscellaneous.

a. Equitable Relief. In the event of any breach or threatened breach of this Agreement, any non-breaching party shall be entitled to seek and obtain specific performance of another party's obligations under this Agreement and/or an injunction against such breach or threatened breach, in addition to such other relief as may be available at law.

b. Notices. Any notice provided hereunder to any party hereto shall be in writing and shall be transmitted via certified United States Mail, return receipt request, postage prepaid to the address for such party as set forth in the Henderson County Tax records, which may be changed by written notice in accordance herewith.

c. Severability of Provisions. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any party by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof, and the same shall remain in full force and effect.

d. Amendment; Termination. This Agreement may be amended or terminated, by, and only by, a written agreement executed by all parties hereto, or their heirs, successors and assigns owning any portion of the Grantor Property or the Grantee Property, and recorded in the Office of the Buncombe County Register of Deeds.

e. No Waiver. The failure of any person or entity to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that person or entity may have hereunder or at law or equity and shall not be deemed a waiver of a subsequent breach or default of such terms, covenants or conditions.

f. Applicable Law. The laws of the State of North Carolina shall govern the validity, enforcement, interpretation and performance of this Agreement.

g. Entire Agreement. The recitals set forth above are true and correct and are made a part of the agreement set forth herein. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and there are no oral agreements not evidenced by this writing. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed and sealed as of the day and year first above written.

[Signature Page Follows.]

**SIGNATURE PAGE TO EASEMENT AGREEMENT**

CORPORATE SEAL

COUNTY OF HENDERSON

By: \_\_\_\_\_,  
\_\_\_\_\_, Chairman of the Henderson  
County Board of Commissioners

ATTEST:

\_\_\_\_\_, Clerk of the Henderson  
County Board of Commissioners

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_ a Notary Public of  
\_\_\_\_\_ County, State of North Carolina, certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged  
that he/she is Clerk of Henderson County Board of Commissioners, and that by authority duly  
given the foregoing instrument was signed in its name by  
\_\_\_\_\_, in his/her capacity as Chairman of the Henderson  
County Board of Commissioners. Sealed with its corporate seal and attested by  
\_\_\_\_\_ as its Clerk. Witness my hand and official stamp or seal, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

*[Note: Notary Public must sign exactly as on notary seal]*

My Commission Expires: \_\_\_\_\_

 [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

**SIGNATURE PAGE TO EASEMENT AGREEMENT**

GREATER ASHEVILLE REGIONAL AIRPORT  
AUTHORITY, a body corporate and politic in the State of  
North Carolina

By: \_\_\_\_\_  
Print Name: Lew Bleisweis,  
Print Title: President & CEO

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_,  
certify that the following person(s) personally appeared before me this day, each acknowledging to  
me that he or she voluntarily signed the foregoing document for the purpose stated therein and in  
the capacity indicated: Lew Bleisweis, President and CEO of the Greater Asheville Regional  
Airport Authority, a body corporate and politic in the State of North Carolina. Witness my hand  
and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

*[Note: Notary Public must sign exactly as on notary seal]*

My Commission Expires: \_\_\_\_\_

 [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

**EXHIBIT A TO EASEMENT AGREEMENT**

[INSERT DESCRIPTION OF GRANTEE PROPERTY]

**EXHIBIT H**

- a. Manufacturing, processing, bottling, and distribution of beer and beer products;



- b. Aeronautical/aviation industries and aeronautical/aviation-related industries (e.g. FBO, hanger, flight school, aircraft manufacturing, etc.), as well as customary accessory uses and operations.
  - c. Restaurants, tasting rooms, gift shops, pubs, indoor, outdoor and waterfront recreation; nature, walking and bike paths and trails, indoor or outdoor entertainment venues and events; business conferences; catering; rental facilities for social events such as weddings and reunions; boat and kayak production, docking and outdoor storage, small cabin lodging, gardens which shall include, but not be limited to gardens or fields for produce to be used onsite, agricultural fields, which shall include but not be limited to fields for barley and hops, livestock; biodiesel processing for the recycling of oils used onsite, timbering, and
  - d. Customary accessory uses to those listed in paragraphs 1a and 1b above.
  - e. Roads and driveways.
2. Minimum Construction Standards: Except as otherwise expressly noted below, all development on the Burdened Property shall conform to the following minimum construction standards:
- a. LEED Certification: Provided that said standards exist at the time of development, any developing party must use its best efforts to insure that all construction on the Burdened Property be certified, at a minimum, as LEED Silver by a licensed and qualified engineer and shall conform, at a minimum, to the LEED Silver standards set forth by the U.S. Green Building Code Council. For purposes of determining compliance with these requirements, certification for the Grantee's Property shall not be required until December 31, 2015. In the event that LEED certification no longer exists at the time of development, any developing party must use its best efforts to insure that any construction on the Burdened Property conforms, at a minimum, to what is generally accepted in the green building industry as the equivalent or replacement for LEED Silver. If such a standard cannot be ascertained and agreed upon, then any developing party must use its best efforts to insure that any construction on the Burdened Property conforms, at a minimum, to the LEED Silver standards as they existed as of the date of execution of this agreement.
  - b. Storm Water and Water Retention Standards: All owners of the Burdened Property will be required to manage the storm water from their respective parcels in compliance with all laws, ordinances and regulations of the State of North Carolina, the County of Henderson and the Town of Mills River (collectively, the "Governing Authorities"). To the extent that any fine, civil penalty or other action (including remediation) is assessed or required by any of the Governing Authorities against an owner (the "First Owner") because of storm water that originated on another owner's (the "Second Owner") property due to the Second Owner's construction or operations, the Second Owner shall indemnify, defend and hold the First Owner harmless for any and all costs and expenses that the First Owner incurs, including without limitation reasonable attorney's fees, arising out of or related to the Second Owner's storm water.
  - c. Setbacks: Except as provided below, all owners of the Burdened Property will be required to comply with all setback requirements set forth in the Town of Mills River Zoning Ordinance. Unless expressly waived in writing by Grantee, each owner of the Burdened

Property shall setback all Structures 100' from the pavement of that road constructed within the Exclusive Easement conveyed by Henderson County and the Greater Asheville Regional Airport Authority to Wild River Corp. in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Henderson, NC Register's Office (the "Exclusive Easement").

3. Site Improvement Review and Approval:

- a. Construction on the Burdened Property. Except as provided for below, no Structure shall be commenced, erected or maintained upon the Burdened Property, nor shall any exterior addition to any existing Structure or change or alteration therein, nor shall any site preparation work be done until complete final construction plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location, floor plan, front, side and rear elevations, topography, drives, walks, parking areas, culverts, and landscaping have been submitted to and approved in writing by Grantee. "Structure" shall mean any building (including, but not limited to storage facilities and garages), parking lot, parking lot lights, fence, well, receivers/transmitters, mailboxes, fuel tanks, septic systems, or any other thing artificially erected or installed on or under the property, except underground utility lines, roads and driveways. It is the owner's responsibility to insure that all development performed by said owner conforms to all applicable federal, state and local laws and regulations.
- b. Approval of Plans and Enforcement. The Grantee's refusal or approval of plans, specifications, or location of any Structure may be based upon any grounds including purely aesthetic considerations which at the sole discretion of the Grantee, shall be deemed sufficient. In passing upon construction plans, specification plans, or landscaping plans, and without any limitation of the foregoing, Grantee shall have the right to take into consideration the suitability of the proposed building or other Structure, and of the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other Structure on the appearance from neighboring property. Notwithstanding that improvements meet or exceed specified minimum constructions standards, the quality and attractiveness of every Structure must meet the standards imposed by the Grantee.

4. Development and Use Restrictions:

- a. Construction of Improvements. Once commenced, construction of all improvements shall be diligently prosecuted to completion. The owner of the parcel on which improvements are being constructed shall at times keep the streets contiguous to the parcel clean and free from any dirt, mud, dust, garbage, refuse, trash or other debris.
- b. Maintenance of Improvements. All improvements located on the Burdened Property shall be maintained so as to preserve a well-kept appearance of a first class industrial park. Both before and after the installation of such improvements, each owner shall keep its parcel free from rubbish, debris, fire hazards or any unsanitary, unsightly, or offensive conditions and to conduct such weed abatement, rubbish and debris removal and other maintenance to the extent required by applicable federal, state, and/or local laws, rules, regulations, and ordinances. Each owner shall be required, at its sole cost and expense, to maintain its parcel in a clean, safe, and orderly manner and to cause all weeds, rubbish, and debris to be removed from its parcel. Each owner shall be responsible for the exterior and interior maintenance of any and all buildings and any and all improvements, including sidewalks, parking lots and driveways, located on said owner's parcel.

- c. Utilities. All new utilities, lines, connections, and installations must be underground. Any external transformers, motors, heating, and/or air conditioning equipment or other similar apparatus must be screened so as to eliminate visibility from ground level from the streets or other parcels.
- d. No Subdivision of Parcel. No parcel shall be further subdivided without the prior written consent of the Grantee, said consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no consent or approval of Grantee shall be required for the recombination of any of the Grantor Property.
- e. Fencing and Signage. Fencing and Signage is only permitted after review and approval from the Grantee. Owners may be restricted with respect to the height, material, color, design or other aspect of the fence or sign.

5. Grantor does hereby, for itself and its successors and assigns, hereby impose upon the Grantor Property and declare that the Grantor Property is and shall be owned, leased, mortgaged, held and otherwise used and enjoyed subject to these covenants, conditions and restrictions, which are intended to be covenants running with the Grantor's Property.

6. All covenants and provisions of this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, successors-in-title, tenants, and assigns, and all those holding under any of them, and shall be unaffected by any change in the ownership of any property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances. Any party acquiring any interest in any portion of the Burdened Property shall, by virtue of acceptance of such interest, be deemed to have restated, assumed and agreed to be bound by the terms and conditions of this Declaration.

7. Upon the occurrence of any violation of the covenants or restrictions hereby imposed, Grantee shall have the right to exercise all legal and equitable remedies available to it hereunder and under the laws of the state of North Carolina, including without limitation, obtaining temporary restraining orders, injunctions and monetary damages and each of such remedies shall be cumulative with and not exclusive of, any and all others. In the event that Grantee shall prevail in any legal action to enforce this Declaration, Grantor shall reimburse to Grantee all reasonable attorneys' fees and other legal costs incurred in connection therewith.

8. Any notice required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been given three (3) days after deposit in the United States Mail as Certified Mail, Return Receipt Requested, first class postage prepaid, and addressed to the party being notified at the address which any party may designate for itself from time to time hereafter by written notice to the other parties.

9. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not effect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

10. Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the parties. It is understood that the relationship between the parties is an arms length one that shall at all times be and remain separate. No party shall have the right to act for or on behalf of another party, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the party to be charged or bound.

11. Except as specifically set forth in this Declaration, the covenants, conditions, restrictions and agreements contained herein which bind and benefit the parties shall be deemed to be perpetual and shall be construed to run with the land and shall continue, provided that the covenants, conditions, restrictions and agreements contained herein shall terminate on April 5, 2087.

12. This Declaration may be amended by a written instrument signed by the parties then owning all or any portion of the Grantor Property and the Grantee Property.

13. This Declaration is to be governed, construed and enforced in accordance with the laws of the state of North Carolina.

14. The failure of Grantee to exercise any right or remedy hereunder at any time shall in no way be construed to be a waiver of any such right or remedy or affect Grantee's right to thereafter enforce the same or any other right or remedy as to the same or any other event or condition.

15. This Declaration may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one Declaration.

[remainder of this page left blank intentionally – signature pages to follow]

**SIGNATURE PAGE TO DECLARATION OF RESTRICTION**

CORPORATE SEAL

COUNTY OF HENDERSON

By: \_\_\_\_\_,  
\_\_\_\_\_, Chairman of the Henderson County  
Board of Commissioners

ATTEST:

\_\_\_\_\_, Clerk of the Henderson County  
Board of Commissioners

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_ a Notary Public of \_\_\_\_\_  
County, State of North Carolina, certify that \_\_\_\_\_ personally appeared  
before me this day and acknowledged that he/she is Clerk of Henderson County Board of Commissioners,  
and that by authority duly given the foregoing instrument was signed in its name by  
\_\_\_\_\_, in his/her capacity as Chairman of the Henderson County Board  
of Commissioners. Sealed with its corporate seal and attested by \_\_\_\_\_ as its  
Clerk. Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: \_\_\_\_\_

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

SIGNATURE PAGE TO DECLARATION OF RESTRICTION

WILD RIVER CORP.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is a \_\_\_\_\_ of Wild River Corp., a North Carolina corporation, and that he/she as \_\_\_\_\_, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
*[Note: Notary Public must sign exactly as on notary seal]*  
My Commission Expires: \_\_\_\_\_  
☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

## **EXHIBIT A TO DECLARATION OF RESTRICTION**

### **Description of Grantor Property**

#### **Tract I:**

Being all of Tract C1, containing 11.53 acres, as shown on that survey entitled "Minor Survey for Asheville Regional Airport" by Ownbey Land Surveying, PLLC, dated \_\_\_\_\_, 2025 and recorded in Plat Slide \_\_\_\_\_, at Page \_\_\_\_, of the Henderson County, NC Registry, reference to which plat is hereby made for a more particular description of said property.

#### **Tract II:**

Being all of Tract C2, containing 6.74 acres, as shown on that survey entitled "Minor Survey for Asheville Regional Airport" by Ownbey Land Surveying, PLLC, dated \_\_\_\_\_, 2025 and recorded in Plat Slide \_\_\_\_\_, at Page \_\_\_\_, of the Henderson County, NC Registry, reference to which plat is hereby made for a more particular description of said property.

#### **Tract III:**

Being all of "Tract C3" containing 65.80 acres as shown on that survey entitled "Minor Survey for Asheville Regional Airport" by Ownbey Land Surveying, PLLC, dated \_\_\_\_\_, 2025 and recorded in Plat Slide \_\_\_\_\_, at Page \_\_\_\_, of the Henderson County, NC Registry, reference to which plat is hereby made for a more particular description of said property.

Tracts C1 and C2

## **EXHIBIT B TO DECLARATION OF RESTRICTION**

### **Description of Grantee Property**

#### **TRACT I:**

Being all of that that certain of 80.12 +/- acre tract of land shown on the plat recorded in Plat Slide 8614 of the Henderson NC Register's Office, reference to which is hereby made for a more particular description of said property.

AND BEING the same property conveyed by deed recorded in Book 1499, Page 291 of the Henderson NC Register's Office.

#### **TRACT II:**

BEING all of Areas A, B and D as shown on the plat entitled "Brightstar Associates, Inc." recorded in Plat Slide 8541, Henderson NC Register's Office, reference to which Plat is hereby made for a more particular description of said Areas.

AND BEING the same property conveyed by deed recorded in Book 1492, Page 135 of the Henderson NC Register's Office.

#### **TRACT III:**

BEING all of that 4.89 acres as shown on the plat entitled "Plat of Survey for a Wild River Corp. Bright Star Associates, Inc. and Brite Stars, LLC" recorded in Plat Slide 8652, Henderson County, North Carolina Register of Deeds Office, reference to which plat is hereby made for a more particular description of said property.

AND BEING the same property conveyed by deed recorded in Book 1504, Page 209 of the Henderson NC Register's Office.





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## **MEMORANDUM**

TO: Members of the Airport Authority

FROM: Jared Merrill  
Vice President - Planning

DATE: September 12, 2025

### **ITEM DESCRIPTION – New Business D**

Adoption of the Asheville Regional Airport Five-Year Capital Improvement Plan (CIP) for FY 2027-2031

### **BACKGROUND**

The Federal Aviation Administration (FAA) requires all airports to submit a Five-Year CIP to be eligible for federal project funding. The CIP is used to update the National Plan of Integrated Airport Systems (NPIAS) and allows the FAA to update available funding requirements.

CIP priorities through FY 31 provide for the continuation of existing programs already underway or planned. This includes, but is not limited to, the Terminal Building Modernization Program, New Parking Garage, Runway and Taxiway Sealcoat, New Airport Entrance Design, and Future Development Projects.

### **ISSUES**

None.

### **ALTERNATIVES**

None.

New Business Item D



## **FISCAL IMPACT**

The Five-Year CIP is considered a planning and administrative tool for authority Staff, the FAA, and the NCDOT Division of Aviation. Adopting the CIP does not approve any contracts nor provide Staff with any authorization to award design or construction projects. Staff will present individual CIP projects to the Authority Board in accordance with all applicable Authority policies.

## **RECOMMENDED ACTION**

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to adopt the Asheville Regional Airport Five-Year Capital Improvement Plan.

# GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Airport Capital Improvement Program - Fiscal Years 2027-2031			Authority Board - TBD				Pay-As-You-Go PFC		Other Local Funds					
		AIP	AIP	State	Current	Future	Airport	Other	CFC	Eligible Federal				
Description	Total Cost	Entitlements	Discretionary	Funds	Approval	Approvals	Capital			Funded Projects	Total Funding			
Current Year														
FY 2026 (Oct 1, 2025 - Sept 30, 2026)														
Terminal Building Modernization & Expansion (Phase VII)	\$ 108,000,000	\$ 9,193,813	\$ -	\$ -	\$ -	\$ -	\$ 95,806,187	\$ 3,000,000	\$ -	\$ 98,806,187	\$ 108,000,000			
Overlook Parking & Wright Brothers Way Reconfiguration - Construction yr1	\$ 7,000,000	\$ -	\$ -	\$ 6,643,276	\$ -	\$ -	\$ 356,724	\$ -	\$ -	\$ -	\$ 7,000,000			
Stormwater Improvements - Construction yr1	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000	\$ 5,000,000			
Taxiway A Rehabilitation - Construction yr1	\$ 10,000,000	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 6,000,000	\$ -	\$ -	\$ 6,000,000	\$ 10,000,000			
RON Parking - Construction	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000,000	\$ -	\$ -	\$ -	\$ 6,000,000			
Airport Roadway & Parking Program: Airport Entrances & Signage - Design yr1	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000			
Airport Roadway & Parking Program: Terminal Roadway Improvements - Design	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ -	\$ 2,500,000	\$ 2,500,000			
Airport Roadway & Parking Program: Parking Garage & ConRAC - Design yr1	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 2,500,000			
Runway/Taxiway Sealcoat	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000			
Westside Perimeter Road & ARFF Access Road - Design	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000			
Westside Connector Taxiway & Utilities - Design (Footnote*)	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000			
Westside Connector Taxiway & Utilities - Construction yr1 (Footnote*)	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000			
Subtotal FY 2026	\$ 152,000,000	\$ 9,193,813	\$ 4,000,000	\$ 12,643,276	\$ -	\$ -	\$ 123,162,911	\$ 3,000,000	\$ -	\$ 117,306,187	\$ 152,000,000			
FY 2027 (Oct 1, 2026 - Sept 30, 2027)														
Terminal Building Modernization & Expansion (Phase VIII)	\$ 63,000,000	\$ 4,469,356	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 51,221,344	\$ 3,309,300	\$ -	\$ 54,530,644	\$ 63,000,000			
Overlook Parking & Wright Brothers Way Reconfiguration - Construction yr 2	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 3,000,000			
Stormwater Improvements - Construction yr 2	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000	\$ 5,000,000			
Taxiway A Rehabilitation - Construction yr 2	\$ 8,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000,000	\$ -	\$ -	\$ 8,000,000	\$ 8,000,000			
Wright Brothers Way Extension	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,000,000			
Airport Roadway & Parking Program: Airport Entrances & Signage - Design yr2	\$ 2,700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700,000	\$ -	\$ -	\$ 2,700,000	\$ 2,700,000			
Airport Roadway & Parking Program: Parking Garage & ConRAC - Design yr2	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,500,000			
Westside Perimeter Road & ARFF Access Road - Construction	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000	\$ 5,000,000			
Westside Connector Taxiway & Utilities - Construction yr2 (Footnote*)	\$ 5,000,000	\$ -	\$ -	\$ 3,800,000	\$ -	\$ -	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000	\$ 5,000,000			
Westside Apron and Taxiway Bravo - Design	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000			
Subtotal FY 2027	\$ 97,200,000	\$ 4,469,356	\$ 4,000,000	\$ 3,800,000	\$ -	\$ -	\$ 81,621,344	\$ 3,309,300	\$ -	\$ 78,430,644	\$ 97,200,000			
FY 2028 (Oct 1, 2027 - Sept 30, 2028)														
Airport Roadway & Parking Program: Airport Entrances & Signage - Construction	\$ 6,000,000	\$ 4,634,722	\$ -	\$ -	\$ -	\$ -	\$ 1,365,278	\$ -	\$ -	\$ 1,365,278	\$ 6,000,000			
Airport Roadway & Parking Program: Terminal Roadway Improvements - Construction yr1	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000			
Westside Apron and Taxiway Bravo - Construction	\$ 7,000,000	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000	\$ 7,000,000			
New ARFF Building Design	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 3,000,000			
Subtotal FY 2028	\$ 18,000,000	\$ 4,634,722	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 9,365,278	\$ -	\$ -	\$ 6,365,278	\$ 18,000,000			
FY 2029 (Oct 1, 2028 - Sept 30, 2029)														
Airport Roadway & Parking Program: Terminal Roadway Improvements - Construction yr2	\$ 8,000,000	\$ 806,206	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 3,193,794	\$ -	\$ -	\$ 3,193,794	\$ 8,000,000			
New ARFF Building - Construction	\$ 30,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000,000	\$ -	\$ -	\$ -	\$ 30,000,000			
New Maintenance Facility - Design	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000			
Subtotal FY 2029	\$ 42,000,000	\$ 4,806,206	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 33,193,794	\$ -	\$ -	\$ 3,193,794	\$ 42,000,000			
FY 2030 (Oct 1, 2029 - Sept 30, 2030)														
Airport Roadway & Parking Program: Parking Garage & ConRAC - Construction yr1	\$ 75,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000,000	\$ -	\$ -	\$ -	\$ 75,000,000			
Northwest Development Site Prep	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000,000	\$ -	\$ -	\$ 6,000,000	\$ 6,000,000			
New Maintenance Facility - Construction	\$ 26,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000,000	\$ -	\$ -	\$ 26,000,000	\$ 26,000,000			
Rental Car Facility Expansion	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ -	\$ 10,000,000			
North Concourse Expansion Design	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000	\$ 4,000,000			
Center Terminal Apron Replacement	\$ 10,000,000	\$ 4,984,035	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 1,015,965	\$ -	\$ -	\$ 1,015,965	\$ 10,000,000			
Subtotal FY 2030	\$ 131,000,000	\$ 4,984,035	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 112,015,965	\$ -	\$ 10,000,000	\$ 37,015,965	\$ 131,000,000			
FY 2031 (Oct 1, 2030 - Sept 30, 2031)														
Airport Roadway & Parking Program: Parking Garage & ConRAC - Construction yr2	\$ 75,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000,000	\$ -	\$ -	\$ -	\$ 75,000,000			
North Concourse Expansion Design	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000			
Runway/Taxiway Sealcoat	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,000,000			
Northeast Development	\$ 20,000,000	\$ 2,168,444	\$ -	\$ -	\$ -	\$ -	\$ 17,831,556	\$ -	\$ -	\$ -	\$ 20,000,000			
Southwest Development	\$ 6,000,000	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 6,000,000			
Subtotal FY 2031	\$ 106,000,000	\$ 5,168,444	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 96,831,556	\$ -	\$ -	\$ -	\$ 106,000,000			
Combined Totals - FY 2027 - FY 2031	\$ 546,200,000	\$ 33,256,576	\$ 24,000,000	\$ 16,443,276	\$ -	\$ -	\$ 456,190,848	\$ 6,309,300	\$ 10,000,000	\$ 242,311,868	\$ 546,200,000			
Notes:														
FY26 AIP Entitlement includes anticipated AIP (\$4,309,891) & AIG (\$4,883,922) funds														
FY25 State Funds (\$6,643,276) noted in FY26 for tracking purposes														
AIP Entitlement forecast applies a TAF 3.7% increase year over year														
*Other* column includes TSA grant for Terminal Project														
*Footnote: Henderson County Initiative														



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill  
Vice President - Planning

DATE: September 12, 2025

### ITEM DESCRIPTION – New Business Item E

Approval of Scope of Services No. 3 with McFarland Johnson, Inc. for the Planning and Conceptual Design Services for the new Airport Entrance

### BACKGROUND

The recent Airport Master Plan Update identified two major needs for the airport over the next 10-15 years: additional parking and extended curb front for the Terminal. The Authority Board approved Scope of Services No. 2 with McFarland Johnson in March 2025 for the design of the new Parking Garage and Internal Roadway improvements. This Scope of Services No. 3 would include the design of the new main entrance at the intersection of Fanning Bridge Road for the extension of curb front. This would require the reconstruction of the intersection and improvements to Loop Road and Terminal Drive.

Airport staff have worked with McFarland Johnson to develop a scope of work and negotiate a fee for the planning and conceptual design for this new entrance and necessary improvements. The NC Department of Transportation (NCDOT) is aware and onboard with this project. This scope of work includes meeting with the NCDOT and getting their involvement in this design process.

This scope of work does not include Design Development, Construction Documents, or Construction Administration. These services will be developed upon completion of the conceptual design.

### ISSUES

None.

New Business Item E



## **ALTERNATIVES**

The Board could elect not to move forward with this additional design. However, this will prolong the much-needed solution to the need for extended curb front.

## **FISCAL IMPACT**

The total cost for this additional design with McFarland Johnson is \$91,275.00. Presently, all of this will be funded utilizing Airport Funds.

## **RECOMMENDED ACTION**

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the Scope of Services No. 3 with McFarland Johnson, Inc. in the amount of \$91,275.00; and (2) authorize the President & CEO to execute the necessary documents.

# MASTER AGREEMENT FOR PROFESSIONAL SERVICES

## TASK ORDER FORM

Effective Date \_\_\_\_\_ Task Order No. \_\_\_\_\_.

Client Project No. \_\_\_\_\_ Engineer Project No. 19227.03.

This Task Order is entered into on the effective date noted above pursuant to the "Master Agreement for Professional Services" between Greater Asheville Regional Airport Authority ("Client") and McFarland Johnson Inc. ("Consultant"), dated August 16, 2023 ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Task Order.

**Services Authorized:** This project will detail planning and programming of:

- New Airport Road (Route 280) at Fanning Bridge Road/Terminal Drive (signalized)
- New Airport Road (Route 280) at Rental Car Drive (unsignalized)

Client authorizes Consultant to perform the Engineering Services described above and incorporated herein.

### Pricing

N/A Time and Expense per Agreement and Appendix B to the Agreement.

X Firm Fixed Price of: \$91,275.00

N/A Other (Describe):

### Schedule

Services may commence on Execution.

Services will cease by 12 months.

**Witness:**



Name: Linda M. Monahan

Date: 9/4/25

**Consultant:**



Name: Thomas T. Kendrick

Date: 9/4/25

**Accepted by:**

\_\_\_\_\_

**Approved by:**

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

File:

## **SCOPE OF SERVICES**

### **ASHEVILLE REGIONAL AIRPORT (AVL)**

#### ***INTERSECTIONS OF ROUTE 280 (NEW AIRPORT ROAD) AT FANNING BRIDGE ROAD/TERMINAL DRIVE AND RENTAL CAR DRIVE AT ROUTE 280 (NEW AIRPORT ROAD)***

### **PROGRAM PLANNING AND CONCEPTUAL DESIGN**

---

#### **PROJECT OVERVIEW**

The Asheville Regional Airport (AVL) has experienced significant growth in passenger traffic in recent years, which has resulted in an increase in both surface and parking garage demand. It is anticipated that the landside improvement program will also include intersection improvements at the following intersections:

- New Airport Road (Route 280) at Fanning Bridge Road/Terminal Drive (signalized)
- New Airport Road (Route 280) at Rental Car Drive (unsignalized)

Specifically, the Airport wishes to reconstruct these two intersections into modern roundabouts. The engineering services that McFarland Johnson (MJ) will provide during the initial planning phase for the intersection reconstructions are detailed in this Scope of Work.

#### **SCOPE OF WORK**

##### **Task 1. Meetings and Coordination**

MJ will prepare for and participate in coordination meetings with the Airport and/or NCDOT staff. This task assumes up to two virtual meetings will be required. Two staff from MJ are anticipated to attend these meetings. MJ will record the minutes of each meeting and prepare meeting minutes for distribution. Additionally, MJ will coordinate regularly with NCDOT staff during the preparation of the Traffic Impact Study (TIA) as a part of NCDOT's best practices guidelines.

##### **Task 2. Traffic Impact Study**

###### **Task 2.1      Existing Data Research**

MJ will gather relevant existing data from local agencies, including but not limited to:

- City of Asheville and NCDOT for available past TIAs conducted within the study area in the last five (5) years and for researching any committed or planned developments within the study area to include in future year no-build traffic analyses.
- NCDOT for existing signal phasing and timing record plans at the Terminal Road intersections with New Airport Road (Route 280).

###### **Task 2.2      Traffic Data Collection**

Using our traffic data collection subcontractor, MJ will collect the following Turning Movement Count (TMC) data:

- Weekday 24-Hour TMC
  - New Airport Road (Route 280) at Airport Park Road
  - New Airport Road (Route 280) at Fanning Bridge Road

**July 7, 2025**

- Weekday 12-Hour TMC
  - New Airport Road (Route 280) at Rental Car Drive

The TMCs will include vehicular, pedestrian, and bicycle volumes.

Automatic traffic recorders (ATR) counts will be collected at the following locations:

- Weekday 48-Hour ATR
  - Terminal Drive, between Airport Park Road and Fanning Bridge Road
  - New Airport Road (Route 280), between Airport Park Road and Fanning Bridge Road
  - New Airport Road (Route 280), south of Fanning Bridge Road
  - Fanning Bridge Road, east of New Airport Road
  - Rental Car Drive just west of Terminal Drive

An additional 48-hour ATR count will be conducted at Terminal Drive to collect data during the airport's peak time (anticipated to be in the Summer). All ATR counts will collect 85<sup>th</sup> percentile speeds, volumes, and vehicle classification.

### Task 2.3      Field Visit and Existing Conditions

MJ will visit and observe the project site to document current conditions at the two study intersections. MJ will observe and document current operations, traffic flow patterns, traffic control measures, existing striping, signage, geometric features, and pavement condition. Field documentation will include photographs, sketches, and notes to capture the general condition of the existing site. The findings from the field visit will be summarized in the report discussed in Task 2.8.

### Task 2.4      Crash Data Analysis

MJ will collect and analyze crash data from the most recently available three (3) years at the two study intersections. NCDOT does not provide detailed crash descriptions online, therefore, MJ will request crash reports directly from the local police department. Once obtained, we will review the data and determine any patterns in crash frequency and severity, and assess if either of the study intersections shows recurring safety issues. The crash data will be tabulated and presented in a table format for inclusion into the TIA report as described in Task 2.8 below. Collision diagrams will be prepared for the two study intersections and will be included in the TIA report.

### Task 2.5      Sight Distance Analysis

This analysis will determine the existing stopping sight distance (SSD) and intersection sight distance (ISD) at the two study intersections. Field measurements collected to determine available sight distance will be compared against the minimum required distances in accordance with AASHTO's 2018 A Policy on Geometric Design of Highways and Streets (Green Book). The analysis will determine possible contributing factors and provide recommendations to improve sight distance at the study intersections as needed.

### Task 2.6      Seasonal Adjustment Factor and Future Year Traffic Volumes

The traffic data collected under Task 2.2 will be adjusted to account for seasonal variation to reflect Average Annual Daily Traffic (AADT) conditions. These seasonal adjustments will be derived from local traffic trends to be coordinated with NCDOT.

Historical traffic patterns within the study area will be analyzed to determine an annual background growth rate. This growth rate will then be applied to the seasonally adjusted existing volumes to project them to a design year of 2045. Traffic associated with any current/future developments in the study area will be researched in Task 1 and added to the background traffic volumes accordingly for a single future No-Build year analysis.



Future traffic demand developed as a part of the airport garage project will be incorporated to determine the design year traffic volumes at the intersections. A trip distribution analysis will be performed based on the anticipated proposed improvements to Terminal Road and various parking facilities to form the Build year volumes at the study intersections accordingly.

MJ will prepare Existing, No-Build, and Build peak hour traffic volume figures for the AM and PM peak hours.

#### Task 2.7      Intersection Capacity Analysis

An intersection capacity analysis will be conducted to compare current and future conditions at the two study intersections. The analysis will evaluate the intersection under existing year conditions as well as 2045 No-Build and Build conditions. The No-Build condition will provide a baseline to compare potential improvements at the intersection.

The Synchro 12 software will be used to model the existing, No-Build, and Build conditions to evaluate the anticipated Level of Service and average vehicle delay under existing intersection traffic control and geometry.

To determine the preferred intersection traffic control, a Build alternative consisting of roundabouts will be analyzed using the SIDRA Intersection software to determine the anticipated Level of Service and average vehicle delay.

Results of the following scenarios for both AM and PM peak hours during a weekday condition will be tabulated and discussed in the report:

- 2025 Existing Conditions
- 2045 No-Build Condition
- 2045 Build Condition with existing traffic control
- 2045 Build Condition with roundabout

It is anticipated that several iterations of the roundabout analysis will be required to determine the necessary lane configuration (i.e. single lane, hybrid, two-lane layouts, etc.) to provide optimal traffic operational performance. The analysis result will only present the optimal configuration.

#### Task 2.8      TIA Report

MJ will prepare a draft copy of the TIA Report to summarize the analysis findings and submit it to the Airport for review. The report will provide a summary of the findings and present recommendations for a preferred roundabout alternative. The study documentation will follow the NCDOT TIA guidelines and will include the following sections:

- Introduction
- Base Conditions
- Background Conditions
- Project Conditions
- Conclusions/Recommendations
- Appendix/Supporting documentation

It is assumed that a teleconference with the Airport will be required to discuss and review the results of the report. After the discussion, MJ will incorporate necessary changes, if any, and submit the final report to the Airport for submission to the reviewing agencies. Based on NCDOT's standard operating

procedures, it is anticipated that MJ will address one round of comments from NCDOT on the TIA and will submit a final TIA that addresses the NCDOT comments.

### **Task 3. Roundabout Layout Development**

#### Task 3.1      *Base Plan Development*

A base plan will be prepared during this task for the purpose of developing conceptual roundabout layout alternatives for the two study intersections. The base plan will use publicly available or AVL provided color aerial photographs. We will identify key features. Existing approximate GIS-level right-of-way, property boundaries, and zoning information will be incorporated from available existing information.

#### Task 3.2      *Alternative Layouts Development*

MJ will develop up to two (2) roundabout layout concepts for each of the two study intersections. The alternatives will reflect the necessary lane configurations determined under Task 2.7. MJ will prepare conceptual layout plans at each of the two study intersections; the concept plans will be depicted on 1"=40' scale 22"x34" plan sheets. The concept plans will depict conceptual design level geometric layout, pavement markings, and potential stormwater treatment locations. The concept plans will be utilized to develop an order-of-magnitude construction cost estimate and for coordination with the NCDOT prior to the development and submittal of the Street and Driveway Access Permit.

#### Task 3.3      *Conceptual Construction Cost Estimate*

MJ will prepare an order-of-magnitude construction cost estimate for the preferred roundabout layout alternative.

### Assumptions & Limitations

- The submission and approval of the TIA are required before a Streets and Driveway Access Permit application can be submitted for the design.
- Capacity analysis will be limited to the two (2) study intersections noted in the Scope of Work. Should additional intersection analysis be requested by the Airport or reviewing agencies, an additional fee will be required.
- No in-person coordination, presentation, or meetings are included within the Scope of Work. In-person attendance at meetings can be provided as an additional service.
- An in-depth assessment of the condition of the existing roadway network infrastructure in proximity to the intersections (i.e., pavement condition, horizontal/vertical alignment, pavement treatment/type, and drainage) is not included.
- Professional Land Surveying services are not included in this proposal.
- The preparation of 3D traffic simulations is not included in this proposal. This service can be provided as additional services.
- A Road Safety Audit is not included in this proposal.
- Application/Review fees, if applicable, will be paid by the Airport.
- Additional conceptual geometric layouts for improvements other than the roundabout as discussed above, is not included in this proposal. This service can be provided as additional services.

**July 7, 2025**

- Final design services are not included. Once the feasibility of the roundabout and the preferred design layout is chosen, a contract amendment detailing final design tasks will be prepared for review and authorization.

## EXHIBIT 'B' FEE SUMMARY

Intersection of Route 280 at Fanning Drive and Rental Car Drive at Route 280

Greater Asheville Regional Airport Authority

July 2025



### FEE SUMMARY

1. DIRECT TECHNICAL LABOR

\$65,665.00

2. DIRECT EXPENSES

\$2,860.00

3. SUBCONSULTANT COSTS

\$22,750.00

Traffic Count Sub  
EnviroScience  
Holmes Geospatial

\$ 3,850.00  
\$ 5,400.00  
\$ 13,500.00

4. TOTAL FEE ESTIMATE

\$91,275.00

5. TOTAL LUMP SUM FEE FOR ALL SERVICES

**\$91,275**

**Greater Asheville Regional Airport Authority**



**July 2025**

## ESTIMATED HOURS

[illegible]

## Direct Cost Calculator - Design

<b>PROJECT:</b>	of Route 280 at Fanning Drive and Rental Car Drive at Route 280
<b>ESTIMATED BY:</b>	RBO
<b>DATE:</b>	July 2025

[illegible]

Lodging	# overnights	rate	amount
	4	\$165	\$660

Meals	meal day	cost / meal day	amount
	8	\$55	\$440

[illegible]

Copies								
Submission:	Black & White				Color			
	Pages / Set	Sets	Total Pages	Pages @ \$ 0.05 ea	Pages / Set	Sets	Total Pages	Pages @ \$ 0.90 ea
			0	\$0.00			0	\$0.00
			0	\$0.00			0	\$0.00
			0	\$0.00			0	\$0.00
			0	\$0.00			0	\$0.00
			0	\$0.00			0	\$0.00
			0	\$0.00			0	\$0.00
			0	\$0.00			0	\$0.00
				\$0				\$0

Photos	Total Rolls	Rolls @ \$ 0.0 ea
	0	\$0

Telephone	Months	Months @ \$ 0.0 ea
	0	\$0

Postage/Delivery	Packages	Packages @ \$ 13.0 ea
		\$0

Miscellaneous	
Item	Cost
Airfare (2 trips/2 persons)	\$1,500
	<u>\$1,500</u>

# ESTIMATE



CHA:NC

BILL TO : McFarland Johnson  
15 Fishers Road , Suite 200  
Pittsford,NY 14534  
(585) 905-0970

CLIENT PROJECT # :

ESTIMATE DATE : 5/15/2025

ORDER DATE : 5/1/2025

ORDER No	PROJECT NAME	PAYMENT TERMS	ORDER BY
170541	Asheville Regional Airport - Asheville, NC	PWP	Angelica Vazquez-Diaz

QTY	DESCRIPTION	RATE	TOTAL
<b>2</b>	<b>Large-Turn Count</b>	\$800.00	\$1,600.00
	2 Location(s) for time period(s): 12:00 AM -- 12:00 AM-(Midweek) - 24 Hrs.		
	-New Airport Rd -- Airport Park Rd , Asheville, NC		
	-New Airport Rd -- Fanning Bridge Rd , Asheville, NC		
<b>1</b>	<b>Large-Turn Count</b>	\$500.00	\$500.00
	1 Location(s) for time period(s): 6:00 AM -- 6:00 PM-(Midweek) - 12 Hrs.		
	-New Airport Rd -- Rental Car Dr, Asheville, NC		
<b>1</b>	<b>1-3 Lanes-Speed, Class, Volume</b>	\$350.00	\$350.00
	1 Location(s) for time period(s): 2 Days (Speed, Class, Volume)		
	-Terminal Drive between Airport Park Road and Fanning Bridge Road, Asheville, NC		
<b>3</b>	<b>4+ Lanes-Speed, Class, Volume</b>	\$350.00	\$1,050.00
	3 Location(s) for time period(s): 2 Days (Speed, Class, Volume)		
	-New Airport Road between Airport Park Road and Fanning Bridge Road, Asheville, NC		
	-New Airport Road south of Fanning Bridge Road, Asheville, NC		
	-Fanning Bridge Road east of New Airport Road , Asheville, NC		
<b>1</b>	<b>Volume Video Count 1-3 Lanes-Volume</b>	\$350.00	\$350.00
	1 Location(s) for time period(s): 2 Days (Volume)		
	-Rental Car Dr W of Terminal Dr, Asheville, NC		
		<b>TOTAL</b>	<b>\$3,850.00</b>

Balances unpaid by end of Payment term (listed above) will be charged 1.5% interest per month

Quality Counts, LLC  
15615 SW 74th Ave #100  
Tigard, OR 97224  
(877) 580-2212  
qualitycounts.net

Generated on 05/15/2025 07:20 AM

Page 1 of 1

## SERVICES ORDER AGREEMENT

This agreement (herein referred to as "SOA") is made as of 05/05/2025 by and between Quality Counts LLC (QC) and McFarland Johnson (Client). In addition to the terms and conditions contained herein, the scope of work and compensation for this agreement are contained in the attached and incorporated estimate.

~~(1) LIMITATION OF LIABILITY: CLIENT AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE WORK, QC'S AGGREGATE JOINT, SEVERAL, AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE, STATUTORY OR STRICT LIABILITY SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THREE TIMES THE FEES OBTAINED THROUGH THE PERFORMANCE OF WORK REQUIRED BY THE APPLICABLE ORDER OR \$2,000,000.00, WHICHEVER IS GREATER.~~

Digitally signed by  
Thomas Kendrick  
Date: 2025.05.13  
11:45:27 -04'00'

(2) LIMITATION OF REMEDY: CLIENT COVENANTS THAT IT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING A LAWSUIT OR CLAIM AGAINST QC'S INDIVIDUAL EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS OR OWNERS, AND THAT CLIENT'S SOLE REMEDY SHALL BE AGAINST QC. CLIENT AGREES THAT THIS IS A REASONABLE LIMITATION DUE TO THE APPLICATION OF THE DOCTRINE OF RESPONDEAT SUPERIOR AND QC'S PROCUREMENT OF INSURANCE.

McFarland Johnson nor

(3) WAIVER OF CONSEQUENTIAL DAMAGES: NEITHER QC NOR ANY OF ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO FINES, PENALTIES, OR LOST PROFITS, WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTORY LIABILITY OR ANY OTHER THEORY OF LAW.

each other

(4) Indemnity: Subject to the foregoing, Client and QC shall hold harmless, indemnify, defend, and reimburse one another from and against any and all liability, damages, claims, costs or expenses (collectively, "damages") to the extent damages result from the negligence of either party. In the event of concurrent negligence, the parties agree to be responsible for any damages on a comparative fault basis. ~~However, to the extent that Client's fault is at least as great as QC's fault, Client shall have no recovery. Nothing herein shall subject QC to any additional liability to any party, including any employee or customer of Client.~~

Digitally signed by  
Thomas Kendrick  
Date: 2025.05.13  
11:46:11 -04'00'

(5) Direct Expenses: QC's direct expenses shall be those costs incurred on or directly for the Client's order, including but not limited to necessary and reasonable transportation or travel costs. These costs shall be invoiced to Client in the same manner and subject to the same terms and conditions as the services authorized herein.

(6) Termination: Either party may elect to terminate performance under this SOA by giving seven (7) days written notice to the other party. In such event, Client shall pay QC in full for all work previously authorized and performed prior to effective date of termination as well as any unavoidable or nonrefundable expenses incurred prior to termination. All other provisions, including those providing for payment, dispute resolution, and allocation of risks, shall survive termination of performance under this SOA. If this SOA is not terminated in accordance with the requirements of this provision, relationships and obligations created by this SOA, excepting the Limitation of Liability, shall be terminated upon completion of all applicable requirements of this SOA.

(7) Payment: Notwithstanding anything to the contrary contained herein, it is understood and agreed that Client shall pay QC within a period of 60 days from receipt of invoice or upon receipt of funds from Owner, whichever occurs first. Client agrees to carefully read all invoices and promptly notify QC in writing of any claimed errors or discrepancies within thirty (30) days of invoice. Client's failure



to object in writing to any invoice within this time will conclusively establish the accuracy and reasonableness of the invoice. Client agreed that this is enough time to review and respond to invoices due to the use of email communications. Client's failure to timely pay any invoice will constitute a material breach of this SOA and QC may suspend services accordingly. After sixty (60) days, all unpaid invoices will carry interest at an amount of 1% per month.

~~(8) Should QC retain legal services to enforce the requirements of this provision, the parties agree that QC shall be entitled to recover reasonable attorney fees and costs, in addition to any other recoverable amounts. Any dispute shall be litigated in Hillsborough County, Florida and resolved according to Florida law. The parties waive the right to a jury trial to the maximum extent allowed by law.~~

Digitally signed  
by Thomas  
Kendrick  
Date: 2025.05.13  
11:46:36 -0400

(9) Authorization to Proceed: This SOA may be executed or transmitted in electronic form and such electronic form shall be effective for all purposes and shall constitute authorization to proceed with the services contained in the order, subject to the terms and conditions herein.

(10) Standard of Care: QC shall perform its services with the same reasonable standard of care as exercised by members of the same profession operating in the same region at the same time. However, QC makes no other warranties with regards to the services provided.

(11) Entire Agreement: This SOA sets forth the entire understanding of the parties and may only be modified in writing signed by both Client and QC.

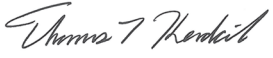
Client's signature will represent approval of the SOA terms as written above. This SOA governs the relationship between QC and Client in connection with the project described as follows: Asheville Regional Airport - Asheville, NC

QC order number : 170541

McFarland Johnson

("Client")

QUALITY COUNTS, LLC,

By:  Digitally signed by Thomas Kendrick  
Date: 2025.05.13 11:46:59 -04'00'

Print Name: Thomas Kendrick

Its: CEO/Engineering

Date: 5/13/2025

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

April 21, 2025

Mr. Robert Overby, PE  
McFarland Johnson  
330 East Coffee Street, Suite 5017  
Greenville, SC 29601

**Re: Proposal for Environmental Services  
AVL Airport New Roundabout – Approximately 6 acres  
Buncombe County, North Carolina**

Dear Mr. Overby:

EnviroScience appreciates the opportunity to submit this proposal regarding environmental consulting services associated with the new DOT Roundabout interchange at Terminal Drive and US Highway 280 located in Buncombe County, North Carolina. EnviroScience believes that the following tasks will be required for this project.

**Task 1 Wetland/Stream Delineation**

EnviroScience propose to complete a comprehensive delineation of jurisdictional wetlands and Waters of The U.S. with the proposed disposal area. This task will include the identification and field demarcation of wetlands and streams. The areas on the site that meet the wetlands/Waters of the U.S. parameters will be flagged with plastic surveyor's tape.

During field studies, wetland limits/stream origins will be located using a sub-meter Trimble Geo XT GPS or Juniper Systems Geode GNS3S mapping grade unit. Several known points (i.e., property corners) will also be located to provide accurate referencing. Upon collection and subsequent differential correction, EnviroScience will provide a digital file of the data points to your engineer/surveyor/planner to be plotted on the site base map. This information is available for import into a G.I.S. or AutoCAD drawing. This GPS mapping grade data is typically sufficient for corps verification and permitting, however, should the client wish to convert the GPS wetland/stream locations to a recordable format, services of a registered land surveyor will be required.

**Task 2 Agency Coordination/Corps Verification**

EnviroScience will prepare a Jurisdictional Determination request for submittal to the US Army Corps of Engineers, (USACE) and provide ongoing coordination in order to acquire written verification/concurrence of the jurisdictional limits on the subject property. If a field review of the subject property is requested by the USACE, then EnviroScience will accompany the USACE to the site to provide justification of any delineated wetland or stream origins.



### **Task 3 Preliminary Threatened and Endangered Species Survey**

The Threatened and Endangered species services rendered under this task will consist of a literature search and on-site habitat assessment to determine the likelihood of the presence or absence of protected species on the project site. EnviroScience will conduct the survey as follows:

Protected species data from the North Carolina Natural Heritage Program and U.S. Fish and Wildlife Service will be solicited and interviews with cognizant individuals from these agencies will be conducted to gather existing data on endangered or threatened animal and plant species occurring or potentially occurring on the subject tract.

Habitat data (vegetation and soils descriptions) will be compiled for the project site. Within habitats considered suitable for the occurrence of a particular endangered or threatened species, a cursory pedestrian survey will be performed to ascertain the likelihood of occurrence of the protected plant or animal.

For those protected species that potentially occur in the area (i.e., suitable habitat is present on site) and that may be readily detectable during the time of the survey (eg., migratory birds in the fall but not spring-flowering plants), we will provide a statement concerning the likelihood of the species' occurrence on the project site based on available data and habitat observations.

EnviroScience will prepare a report of findings to include recommendations of further surveys for the identified habitat, if deemed necessary. Proposals to complete additional surveys or biological assessments will be provided based upon the findings of the preliminary surveys

### **Task 4 Environmental Permitting**

At this time no Section 404/401 permits are expected for this project. If regulatory permitting needs are identified for the proposed site development, EnviroScience will submit an additional proposal outlining the necessary tasks and probable costs for this permit process. Permitting services will be conducted on a time and expense basis, based on EnviroScience standard rates as described below.

### **Task 5 Meetings and Additional Services**

EnviroScience personnel will attend meetings as required by you to discuss this project and matters related to environmental permitting. This task includes additional services outside the scope of the above-detailed tasks as requested by you or your authorized representatives.

### **Costing**

EnviroScience will complete the tasks outlined in this proposal for the costs presented in Table 1.0. As described, Tasks 4 and 5 are cost estimates and will be invoiced on a time and materials using labor rates presented in Table 2.0. Authorization will be requested if additional effort is requested.

Please be aware that this price does not include costs incurred for any engineering, mitigation, archeology, permit fees (\$787), mailing/printing costs or registered land surveyor services. Terms and Conditions are presented in Attachment A.

**Table 1.0 Estimated Project Costing**

<b>Task</b>	<b>Description</b>	<b>Cost</b>
Task 1	Wetland/stream Delineation	\$2,100.00
Task 2	Agency Coordination/Verification	\$1,100.00
Task 3	Endangered Species Assessment	\$2,200.00
Task 4	Environmental permitting	TBD
Task 5	Meetings and Additional Services	hourly
<b>Total Project Cost</b>		<b>\$5,400.00</b>

**Table 2.0 2024 Labor Rates**

<b>Labor Category</b>	<b>Unit Price</b>
Senior Scientist	\$181 per hour
Project Manager/Biologist III	\$142 per hour
Project Biologist II	\$112 per hour
Project Biologist I	\$92 per hour
GIS Analyst I	\$122 per hour
Administrative	\$74 per hour

1) Effective October 22, 2024

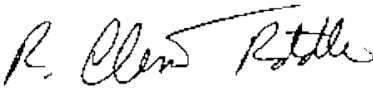
2) Mileage billed at \$0.95/mi

3) Per diem and lodging billed at current GSA rate, plus taxes and fees.

4) Future rates subject to 4% annual escalation effective each Oct 1

EnviroScience does not guarantee the issuance of any permit or approval. Please sign this original agreement and return to EnviroScience as an act of acceptance and notification for us to begin work. Please do not hesitate to contact me at (828) 698-9800 if you have any questions or comments regarding the proposed scope of services.

Sincerely,



R. Clement Riddle, P.W.S.  
Senior Scientist

## SCHEDULE AND AGREEMENT

EnviroScience is prepared to begin work immediately upon written authorization to proceed. The price in this proposal is valid for 90 days from the date of issuance. Terms and Conditions are provided below.

Once the task(s) have been accepted, an officer of the company will sign, and we will return a fully executed copy for your records.

---

**Executive Officer**

**Date**

**Accepted and Authorized to Proceed (Client)**

---

**Name**

**Title**

**Date**



W. Edwin Holmes, PLS (1950-2022)

Robert J. Earley, PLS  
Lisa S. Simmons, PLS  
Joshua R. Hodges, PLS  
Phillip B. White, PLS

Jason N. Gasperson, PLS  
Martin A. Barnes, PLS  
Marvin E. Secrest, PLS  
Christopher F. Jordan, PLS

C.M. Edgerton, PLS  
Joseph Kane, PLS  
J. Daniel Henry, PLS  
V. H. Welbourn, PLS

Joshua E. Holmes, PLS  
J. Dallas Gordon, PLS  
Robert C. Brown, PLS  
Ronnie L. Davis, PLS

Friday, April 04, 2025

Robert Overby, PE  
Aviation Design Manager  
McFarland Johnson  
607.723.9421  
[roverby@mjinc.com](mailto:roverby@mjinc.com)

**RE: Asheville Regional Airport Survey; Additional Topographic Mapping; Fanning Bridge at Airport Road; +/- 8.26 Acres**

Robert:

Thank you for allowing Ed Holmes & Associates Land Surveyors, PA to provide this proposal for Boundary, Topographic, & Planimetric surveying of your project at the Asheville Regional Airport. As always, we are most thankful for the opportunity to be of service.

The scope of our work shall be to provide Boundary, Topographic, & Planimetrics Surveying of the area outlined in the attached Survey Scope Map. The survey shall encompass +/- 8.26 acres as shown and the scope of our work for this estimate shall include the following:

- Horizontal and Vertical geodetic survey control on NAD83(2011) & NAVD88(GEOID18)
- Locate improvements within the project area, including roads and driveways, structures, visible evidence of above ground and underground utilities, walls, fences, etc. Locate planimetric data for above ground features, accessible piping networks, roads, buildings, and structures.
- Research and verify any easements, rights-of-way, gaps, overlaps, or encroachments discovered.
- Establish property boundaries and ROW lines for project area as shown on survey scope map.
- Topographic mapping and digital terrain model of the site suitable to produce a one-foot contour interval.
- Subsurface Utility Delineations including location and service designation incorporated into base survey mapping.

Deliverables shall include a preliminary drafted survey in AutoCAD and PDF formats. Our firm shall be prepared to begin preparatory work upon notice to proceed and shall deliver the final survey within 12 weeks of the start date. Our firm shall bill on a Fixed Fee basis as follows:

<b>Boundary, Topographic, &amp; Planimetric Survey</b>	<b>\$8,500</b>
<i>+/- 8.26 Acres, Planimetrics, 1' Contour Interval</i>	
<i>Boundary/Rights-of-Way/Easements</i>	
<b>Subsurface Utility Mapping</b>	<b>\$5,000</b>
<i>+/- 8.26 Acres Underground Utilities</i>	

Ed Holmes & Associates Land Surveyors, PA has a staff of more than 70 associates of which 21 are licensed Professional Land Surveyors, and we will commit as many resources as necessary to meet your timeframe and expectations. Our field and office staff members are well versed in all facets of surveying, and equipped with the latest mapping technologies, from RTK GPS and Robotic Instrumentation to High-Definition Laser Scanning and Remote Sensing including Aerial Mapping. View our website at [www.edholmessurveying.com](http://www.edholmessurveying.com) to learn more about our company. Please don't hesitate to call if you have questions.

Sincerely,

*Jason N. Gasperson*

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Jason N. Gasperson, PLS, UAS Pilot  
Director of Business Development





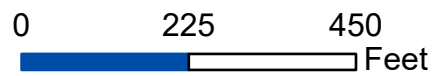
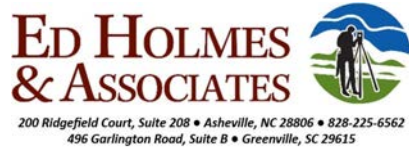
Legend

- Original
- Supplemental
- Buncombe Parcels

AVL AIRPORT PARKING  
GARAGE SURVEY SCOPE MAP  
POR. PIN 9643-52-3273

LOCATION:  
61 TERMINAL DR  
FLETCHER NC 28732

DRAWN BY: KYLE KEATH







---

## MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill  
Vice President - Planning

DATE: September 12, 2025

### ITEM DESCRIPTION – New Business F

Approval of Amendment 2H to Gresham Smith for Terminal Project Design Add Services

### BACKGROUND

This amendment for scope of design services has been put together to cover design add services for necessary Terminal program changes. Due to the Air Traffic Control Tower delays, the Terminal project team had to rephase the completion of the project. One of the main pieces of this rephase includes the use of a tower crane to complete the new south concourse, permanent checkpoint, and baggage claim expansion. In order to utilize the tower crane, the FAA will need to complete a Safety Risk Management (SRM) survey. This amendment includes consultant services to complete this SRM survey with the FAA to keep the project moving forward as timely as possible.

This amendment also includes necessary adjustments to the design of the Terminal Phase 2 based on updated forecasts and lessons learned from Phase 1. Some of these design changes include expanding the security checkpoint from four to eight lanes, adding four ticket counters, adding an elevator to the south concourse, relocation of the electrical/communications rooms to match new phasing lines, and necessary changes to tenant spaces.

Airport staff has negotiated with Gresham Smith to complete all of these design add services for a total cost of \$380,000.00. The original design contract was approved in the amount of \$12,608,794.00. Subsequently, the construction administration services were

New Business Item F





approved in the amount of \$7,232,602.00. This amendment along with the other previously approved add services brings the total contract for the Terminal with Gresham Smith to \$21,554,227.00. This is just under 6% of the cost of construction.

## ISSUES

None.

## ALTERNATIVES

None.

## FISCAL IMPACT

The current cost for this additional design work from Gresham Smith is \$380,000.00. This work was not planned in the original scope of work and will require a budget amendment in this amount to add the necessary funds to the project.

## RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the amendment 2G to the design contract with Gresham Smith in the amount of \$380,000.00; (2) authorize the President & CEO to execute the necessary documents; and (3) amend the FY2025/2026 budget by adopting the following budget ordinance amendment:

**BE IT ORDAINED** by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

**Section 1.** To amend the appropriations as follows:

### EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$380,000
Totals	<hr/>	<hr/> \$380,000



This will result in a net increase of \$380,000 in the appropriations. Revenues will be revised as follows:

**REVENUES:**

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$380,000
Totals	<hr/>	<hr/>
		\$380,000

**Section 2.** Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 12<sup>th</sup> day of September, 2025.

---

Brad Galbraith, Chair

Attested by:

---

Ellen Heywood, Clerk to the Board



**Gresham  
Smith**

GS-NC P.C.

*An Affiliate of Gresham Smith*

## **Consultant Scope of Services**

### **Greater Asheville Regional Airport Authority**

Task Order number 2-part H for Professional Consulting Services, as referenced in the Professional Consulting Agreement between the Greater Asheville Regional Airport Authority and GS-NC P.C., an Affiliate of Gresham Smith, dated June 24, 2019.

**Project:** Phase 2 Terminal Modernization

**Scope of Services:** As indicated on the Scope of Work document attached to this proposal.

**Consultant Team:** Gresham Smith and its consultants will provide Overall Project Management, architecture, interior design, structural, mechanical, plumbing, electrical, airside civil, landside civil, special systems and baggage handling design for the Phase 2 Terminal Modernization. This is for the expansion of the SSCP to support 8 lanes and hosting the SRM related to ATCT.

**Design Schedule:** Varies depending on scope

**Project Budget:** As defined by the CMR CGMP's

**Fees:** Lump Sum of \$380,000 for Additional Services related to the project scope.

**Authority:**

Greater Asheville Regional Airport Authority

**Consultant:**

Gresham Smith

By: \_\_\_\_\_

President + CEO

Date: \_\_\_\_\_

By: Brad Sucher

Title: Senior Vice President

Date: 09/03/2025

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

*Genuine Ingenuity*

201 S. College Street  
Suite 1950  
Charlotte, NC 28244  
704.944.7970

GreshamSmith.com



September 3, 2025

Jared Merrill  
Greater Asheville Regional Airport Authority  
61 Terminal Drive, Suite 1  
Fletcher, NC 28732

Subject: Various Tasks Additional Service  
AVL Terminal Modernization and Expansion  
Asheville Regional Airport  
Gresham Smith Project No. 43483.02

Dear Mr. Merrill:

This letter details out the additional tasks previously agreed upon with effort already begun to speed up the deliverable.

The list of the following items have all been identified as additional services:

1. Reconfiguration of the SSCP to accommodate 8 lanes and other associated items as shown in attachment A
2. Airport initiated SRM, reference attachment B for detailed scope.

Several of these items have been on-going and needed to be responded to immediately to not hold up construction efforts. As a team we have been utilizing the funding that we have in place to help speed these along

	Gresham Smith	AME	Arora	Delta Consultants	JSM	AVCON	SME	JMT
Task 1	\$175,000	\$40,000	\$30,000	\$20,000	\$35,000	\$0	\$0	\$0
Task 2	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0

**Total lump sum amount of \$380,000**

If there are any questions, please do not hesitate to reach out.

*Genuine Ingenuity*

620 Tyron Street  
Suite 500  
Charlotte, NC 28202  
704.944.7970

GreshamSmith.com



Jared Merrill  
September 03, 2025

Sincerely,

Brad Sucher, AIA NCARB  
Senior Vice President

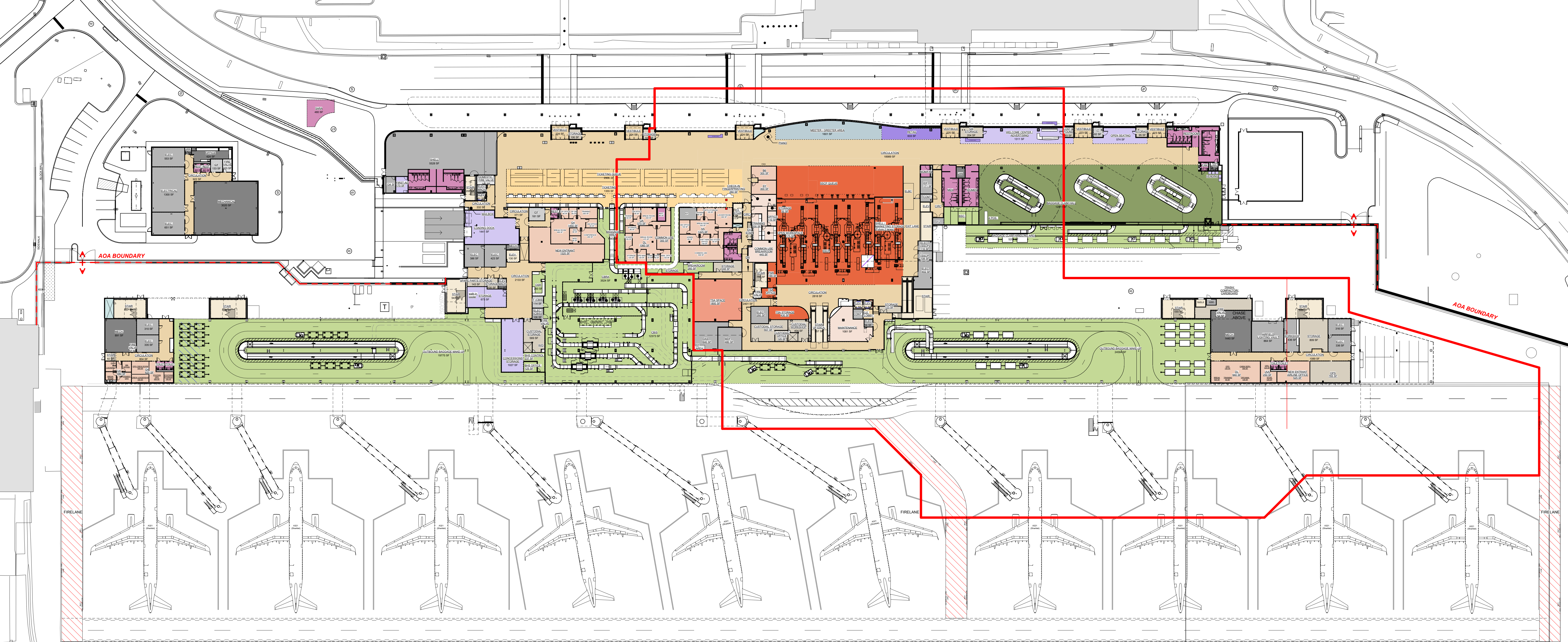
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Attachments

- Attachment A – Color floor plans for SSCP updates
- Attachment B – Delta Consultants SRM Proposal

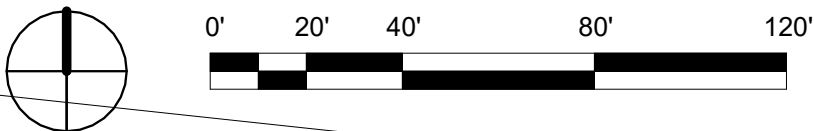
Copy                      Lexie Farmer, Anna Henderson - GARAA  
                                 Vin Del Nero - Parsons



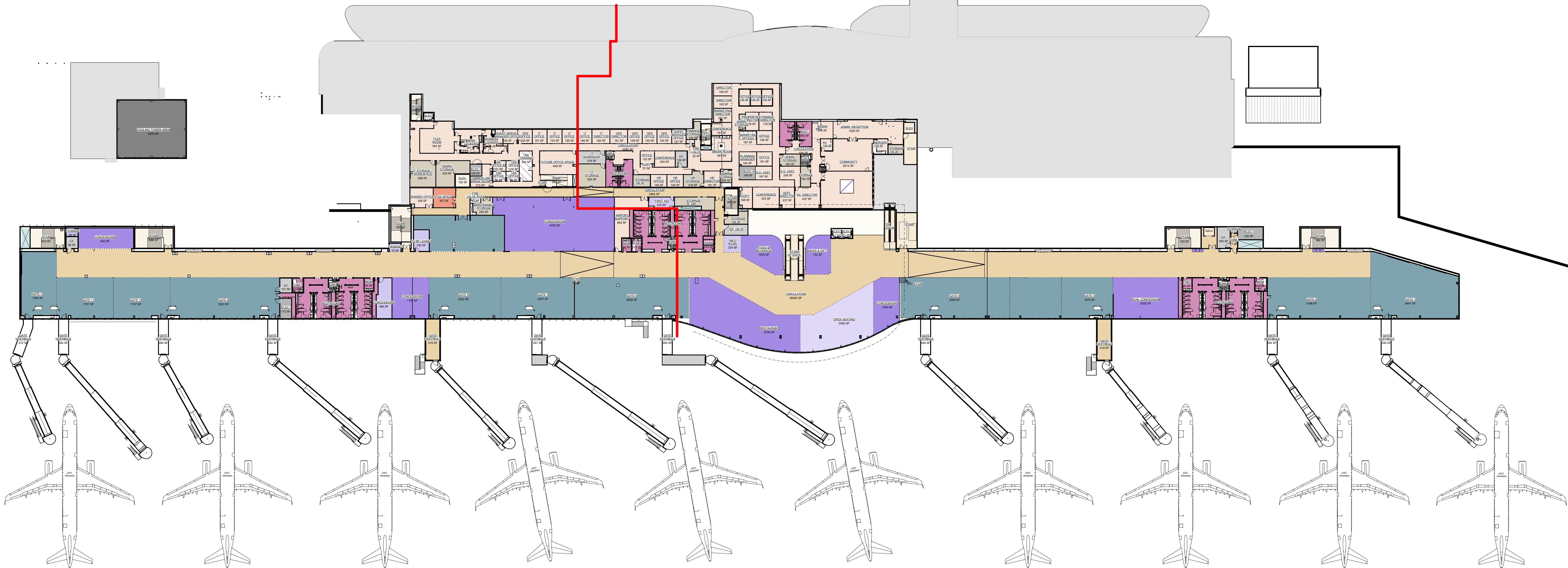


Program Legend

- |                        |                  |                             |                       |            |
|------------------------|------------------|-----------------------------|-----------------------|------------|
| CIRCULATION            | AIRLINE SUPPORT  | COMMUNICATIONS              | JANITORIAL            | SSCP       |
| VERTICAL CIRCULATION   | AIRPORT SUPPORT  | CONCESSIONS STORAGE         | LOADING DOCK          | SSCP QUEUE |
| TICKETING              | REGULATORY SPACE | CONCESSIONS                 | CHASE                 |            |
| TICKETING QUEUE        | RESTROOMS        | AMENITY                     | MEETER / GREETER AREA |            |
| BAGGAGE CLAIM          | MECHANICAL       | GROUND TRANSPORTATION SPACE | SHELL                 |            |
| BAGGAGE HANDLING AREAS | ELECTRICAL       | FIRE PROTECTION             | STORAGE               |            |

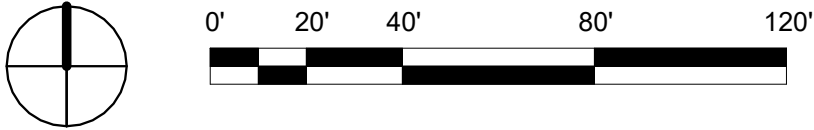






Program Legend

- |                      |                 |                 |                     |
|----------------------|-----------------|-----------------|---------------------|
| 419                  | AIRPORT SUPPORT | ELECTRICAL      | CONCESSIONS STORAGE |
| AIRLINE SUPPORT      | HOLDROOMS       | COMMUNICATIONS  | FAA                 |
| AMENITY              | RESTROOMS       | FIRE PROTECTION | SHELL               |
| CIRCULATION          | CHASE           | CONCESSIONS     | STORAGE             |
| VERTICAL CIRCULATION | MECHANICAL      | JANITORIAL      | TSA                 |



ATTACHMENT B  
FEE SUMMARY



**DELTA AIRPORT  
CONSULTANTS, INC.**

Terminal Modifications  
Asheville Regional Airport  
Delta Project No. 19032

June 30, 2025

FEE SUMMARY	
Safety Risk Management (SRM) Facilitation	\$75,000
<b><u>OTHER DIRECT</u></b>	
Travel & Miscellaneous	\$5,000
<b>LUMP SUM TOTAL:</b>	<b>\$80,000</b>



Terminal Modifications  
Asheville Regional Airport  
Delta Project No. 19032

June 30, 2025

PHASE	DETAILED TASKS
Safety Risk Management (SRM) Facilitation	Scope of Services and Contract
	Project Coordination (Stakeholders and Participants)
	Consultant Coordination
	FAA Coordination
	Evaluate Existing Airport Conditions
	Review Project Layout
	Review Proposed Operational Use
	Prepare/Distribute Project Proposal Package
	Travel and Pre-SRMP Preparation
	Accounting/Miscellaneous Administration
	Prepare SRM Presentation
	Facilitate SRM Panel
	Prepare SRMP Report
	Coordinate Catering and Refreshments for SRMP

ESTIMATED HOURS			
PRIN	PM	DP	PA
4	4	2	4
0	4	0	8
0	8	0	12
0	2	0	8
0	16	4	12
0	12	0	8
0	8	0	8
0	8	4	16
0	24	0	24
0	4	0	8
0	8	4	8
0	16	0	16
2	16	4	8
0	0	2	8
6	130	20	148

ITEMS NOT INCLUDED IN SCOPE:

Shadow Studies and Exhibits



---

## MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., President & CEO

DATE: September 12, 2025

### ITEM DESCRIPTION – Information Section Item A

July 2025 Traffic Report – Asheville Regional Airport

### SUMMARY

July 2025 overall passenger traffic numbers were down 4.4% compared to the same period last year. Passenger traffic numbers reflect a 4.1% decrease in passenger enplanements from July 2024.

### AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in July 2025 were flat. There were 33 flight cancellations for the month.

American Airlines: American's 2025 passenger enplanements represent a 1.7% decrease over the same period last year. There were 21 flight cancellations for the month.

Delta Airlines: Enplanements for Delta in July 2025 increased by 8.4% compared to July 2024. There were no flight cancellations for the month.

JetBlue Airways: Passenger enplanements for JetBlue decreased by 41.2% over the same period last year. There were no flight cancellations for the month.

United Airlines: In July 2025, United Airlines saw a decrease in enplanements by 35.4% over the same period last year. There was 1 flight cancellation for the month.

# Monthly Traffic Report

## Asheville Regional Airport

### July, 2025



Category	Jul 2025	Jul 2024	Percentage Change	*CYTD-2025	*CYTD-2024	Percentage Change	*MOV12-2025	*MOV12-2024	Percentage Change
<b>Passenger Traffic</b>									
Enplaned	123,595	128,856	-4.1%	618,491	670,155	-7.7%	1,042,533	1,186,269	-12.1%
Deplaned	122,221	128,239	-4.7%	614,314	664,417	-7.5%	1,029,825	1,178,646	-12.6%
<b>Total</b>	<b>245,816</b>	<b>257,095</b>	<b>-4.4 %</b>	<b>1,232,805</b>	<b>1,334,572</b>	<b>-7.6 %</b>	<b>2,072,358</b>	<b>2,364,915</b>	<b>-12.4 %</b>
<b>Aircraft Operations</b>									
Airlines	2,125	2,205	-3.6%	12,439	12,986	-4.2%	21,727	23,181	-6.3%
Commuter/AirTaxi	1,303	1,304	-0.1%	5,457	5,371	1.6%	9,612	9,690	-0.8%
<b>Subtotal</b>	<b>3,428</b>	<b>3,509</b>	<b>-2.3 %</b>	<b>17,896</b>	<b>18,357</b>	<b>-2.5 %</b>	<b>31,339</b>	<b>32,871</b>	<b>-4.7 %</b>
GeneralAviation	3,990	4,074	-2.1%	21,992	26,606	-17.3%	37,398	45,391	-17.6%
Military	263	248	6.1%	1,257	1,981	-36.6%	2,578	3,682	-30.0%
<b>Subtotal</b>	<b>4,253</b>	<b>4,322</b>	<b>-1.6 %</b>	<b>23,249</b>	<b>28,587</b>	<b>-18.7 %</b>	<b>39,976</b>	<b>49,073</b>	<b>-18.5 %</b>
<b>Total</b>	<b>7,681</b>	<b>7,831</b>	<b>-1.9 %</b>	<b>41,145</b>	<b>46,944</b>	<b>-12.4 %</b>	<b>71,315</b>	<b>81,944</b>	<b>-13.0 %</b>
<b>Fuel Gallons</b>									
FF-100LL	21,306	21,255	0.2%	92,562	103,002	-10.1%	157,790	192,708	-18.1%
FF-JETA-GA	243,707	191,562	27.2%	1,141,026	1,031,388	10.6%	1,916,007	1,902,701	0.7%
<b>Subtotal</b>	<b>265,013</b>	<b>212,817</b>	<b>24.5 %</b>	<b>1,233,588</b>	<b>1,134,390</b>	<b>8.7 %</b>	<b>2,073,797</b>	<b>2,095,409</b>	<b>-1.0 %</b>
FF-JETA-AL	1,226,036	1,250,198	-1.9%	6,503,268	7,052,395	-7.8%	11,095,778	12,371,434	-10.3%
<b>Subtotal</b>	<b>1,226,036</b>	<b>1,250,198</b>	<b>-1.9 %</b>	<b>6,503,268</b>	<b>7,052,395</b>	<b>-7.8 %</b>	<b>11,095,778</b>	<b>12,371,434</b>	<b>-10.3 %</b>
<b>Total</b>	<b>1,491,049</b>	<b>1,463,015</b>	<b>1.9 %</b>	<b>7,736,856</b>	<b>8,186,785</b>	<b>-5.5 %</b>	<b>13,169,575</b>	<b>14,466,843</b>	<b>-9.0 %</b>

\*CYTD = Calendar Year to Date and \*Mov12 = Moving Twelve Months.

# Airline Enplanements, Seats, and Load Factors

## Asheville Regional Airport

### July, 2025



	Jul 2025	Jul 2024	Percentage Change	*CYTD-2025	*CYTD-2024	Percentage Change
<b>Allegiant Air</b>						
Enplanements	57,153	56,829	00.57%	271,289	287,959	-05.79%
Seats	65,945	68,391	-03.58%	345,365	351,519	-01.75%
Load Factor	86.67%	83.09%	04.31%	78.55%	81.92%	-04.11%
<b>American Airlines</b>						
Enplanements	31,287	31,825	-01.69%	161,661	166,910	-03.14%
Seats	39,031	39,020	00.03%	200,843	212,902	-05.66%
Load Factor	80.16%	81.56%	-01.72%	80.49%	78.40%	02.67%
<b>Delta Air Lines</b>						
Enplanements	25,378	23,420	08.36%	134,966	144,133	-06.36%
Seats	28,464	28,036	01.53%	154,846	176,554	-12.30%
Load Factor	89.16%	83.54%	06.73%	87.16%	81.64%	06.76%
<b>JetBlue Airways</b>						
Enplanements	1,861	3,165	-41.20%	3,383	4,783	-29.27%
Seats	2,240	4,030	-44.42%	4,060	6,430	-36.86%
Load Factor	83.08%	78.54%	05.78%	83.33%	74.39%	12.02%
<b>Sun Country</b>						
Enplanements	0	1,361	-100.00%	0	6,084	-100.00%
Seats	0	1,860	-100.00%	0	8,742	-100.00%
Load Factor	00.00%	73.17%	-100.00%	00.00%	69.60%	-100.00%
<b>United Airlines</b>						
Enplanements	7,916	12,256	-35.41%	47,192	60,286	-21.72%
Seats	9,576	13,760	-30.41%	57,392	67,248	-14.66%
Load Factor	82.66%	89.07%	-07.20%	82.23%	89.65%	-08.28%
<b>Totals</b>						
Enplanements	123,595	128,856	-04.08%	618,491	670,155	-07.71%
Seats	145,256	155,097	-06.35%	762,506	823,395	-07.39%
Load Factor	85.09%	83.08%	02.42%	81.11%	81.39%	-00.34%

\*CYTD = Calendar Year to Date and \*Mov12 = Moving Twelve Months.

# Airline Flight Completions

## Asheville Regional Airport

### July, 2025

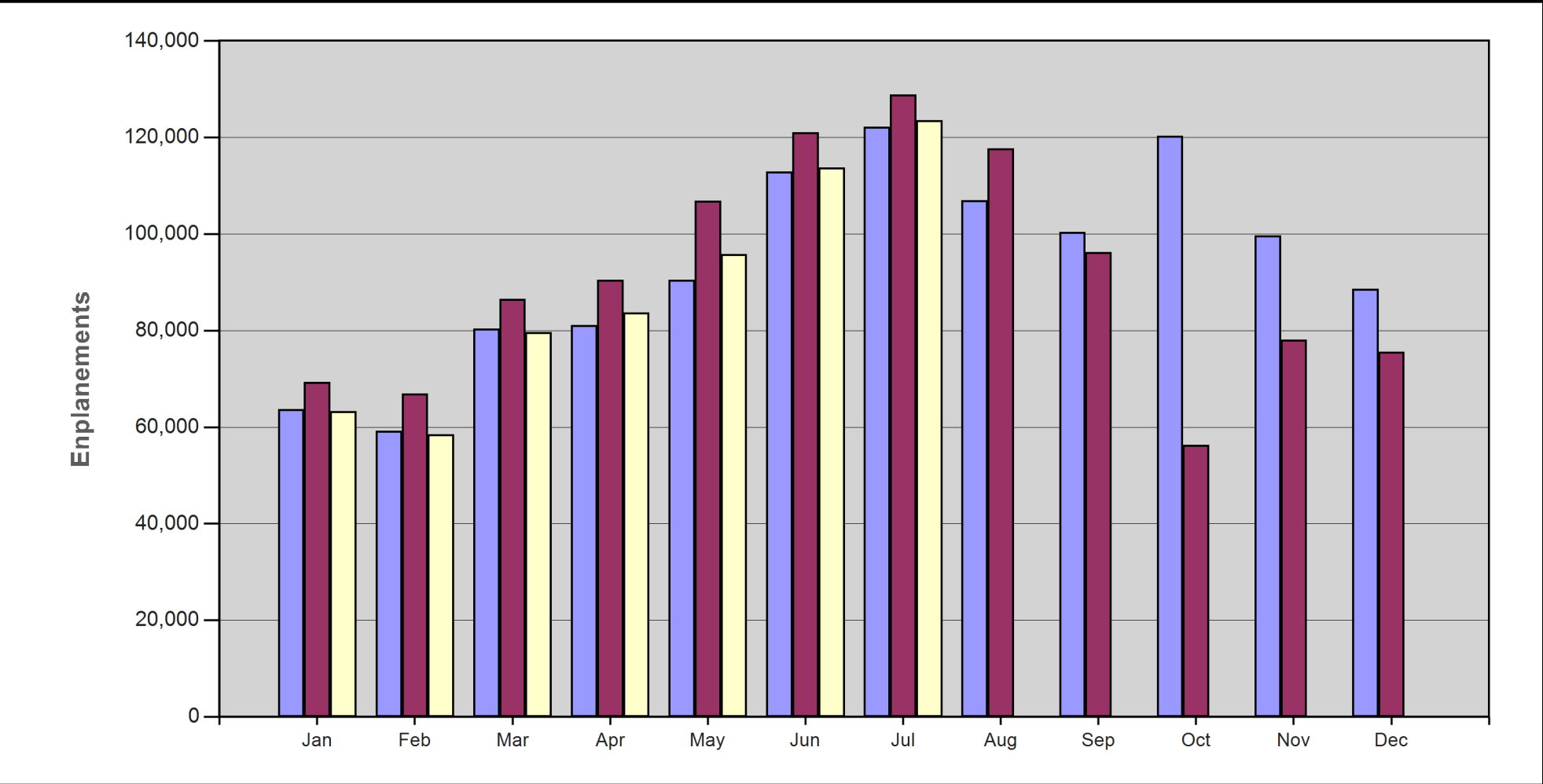


Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Percentage of Completed Flights
		Field	Mechanical	Weather	Other		
Allegiant Air	394	0	0	0	33	33	91.6%
American Airlines	507	0	0	21	0	21	95.9%
Delta Air Lines	283	0	0	0	0	0	100.0%
JetBlue Airways	16	0	0	0	0	0	100.0%
United Airlines	145	0	0	0	1	1	99.3%
Total	1,345	0	0	21	34	55	95.9%

# Monthly Enplanements By Year

## Asheville Regional Airport

July, 2025

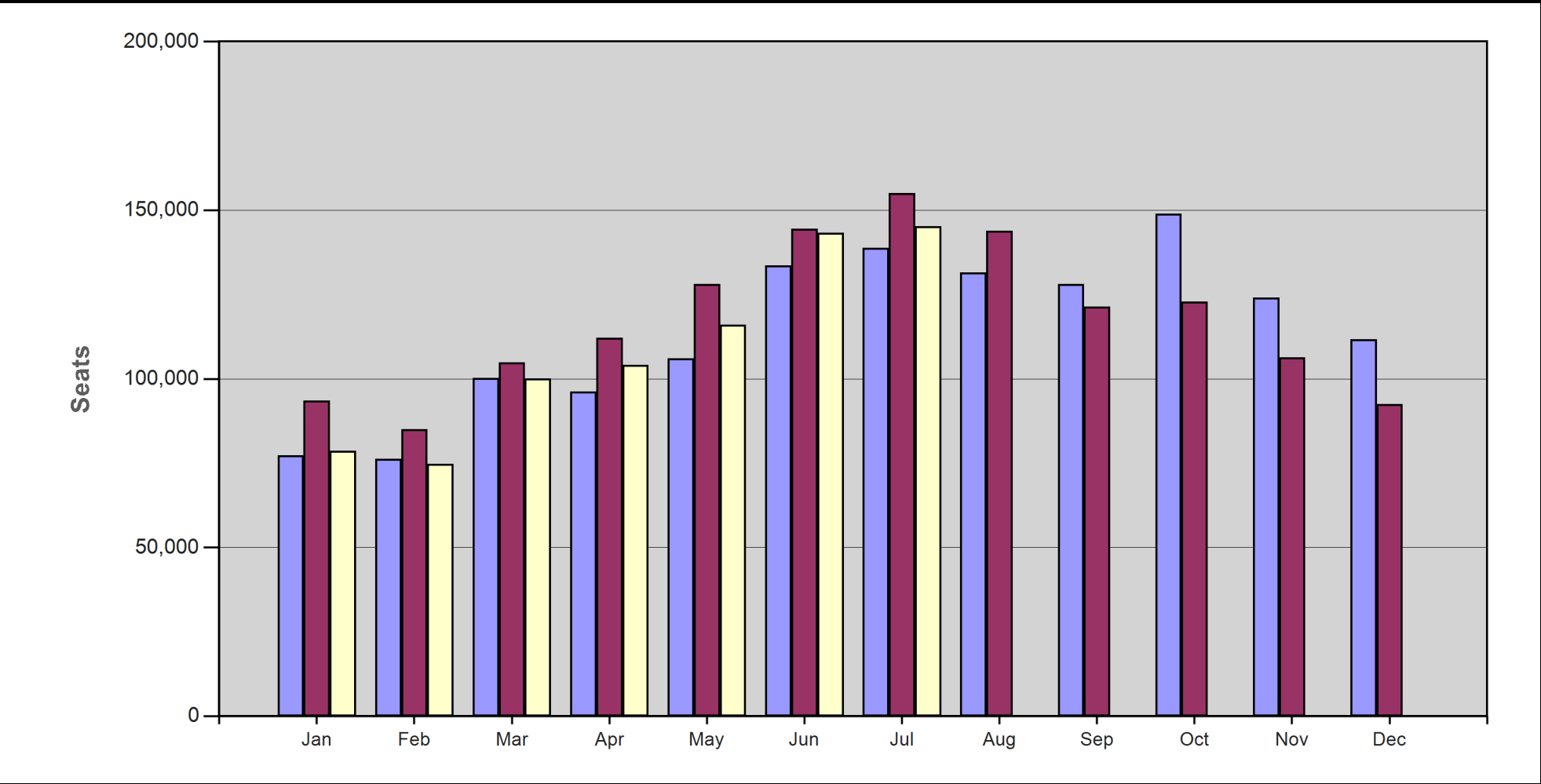


		1	2	3	4	5	6	7	8	9	10	11	12
	2023	63,676	59,276	80,380	81,093	90,502	112,970	122,224	107,019	100,405	120,329	99,713	88,648
	2024	69,298	66,942	86,585	90,518	106,873	121,083	128,856	117,738	96,274	56,335	78,083	75,612
	2025	63,282	58,501	79,702	83,759	95,851	113,801	123,595					

# Monthly Seats By Year

## Asheville Regional Airport

### July, 2025



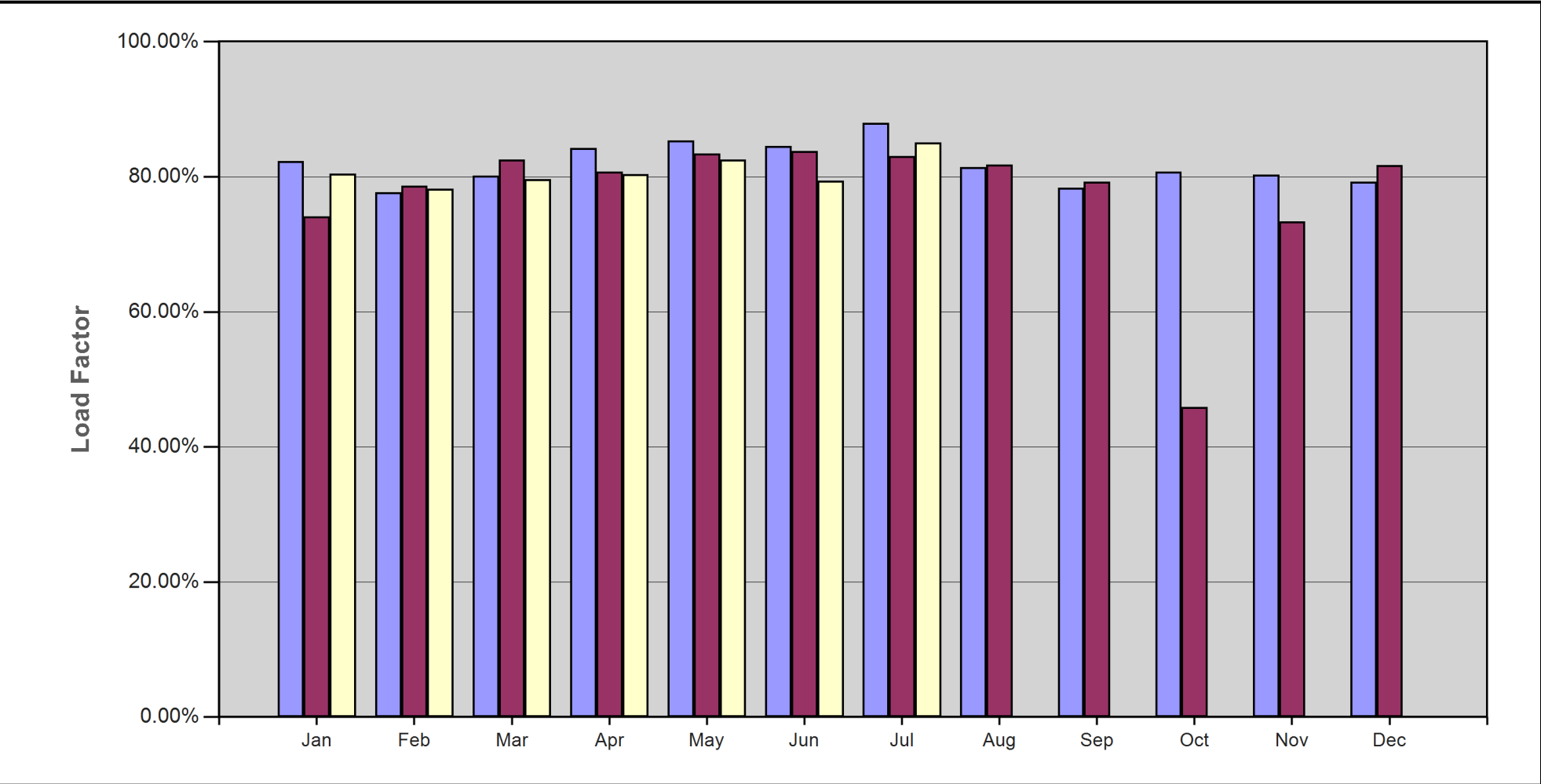
		1	2	3	4	5	6	7	8	9	10	11	12
	2023	77,331	76,283	100,299	96,249	106,061	133,683	138,915	131,485	128,094	149,005	124,154	111,803
	2024	93,525	85,102	104,933	112,150	128,091	144,497	155,097	143,970	121,457	122,864	106,380	92,511
	2025	78,671	74,832	100,101	104,205	116,121	143,320	145,256					

# Monthly Load Factors By Year

## Asheville Regional Airport



July, 2025



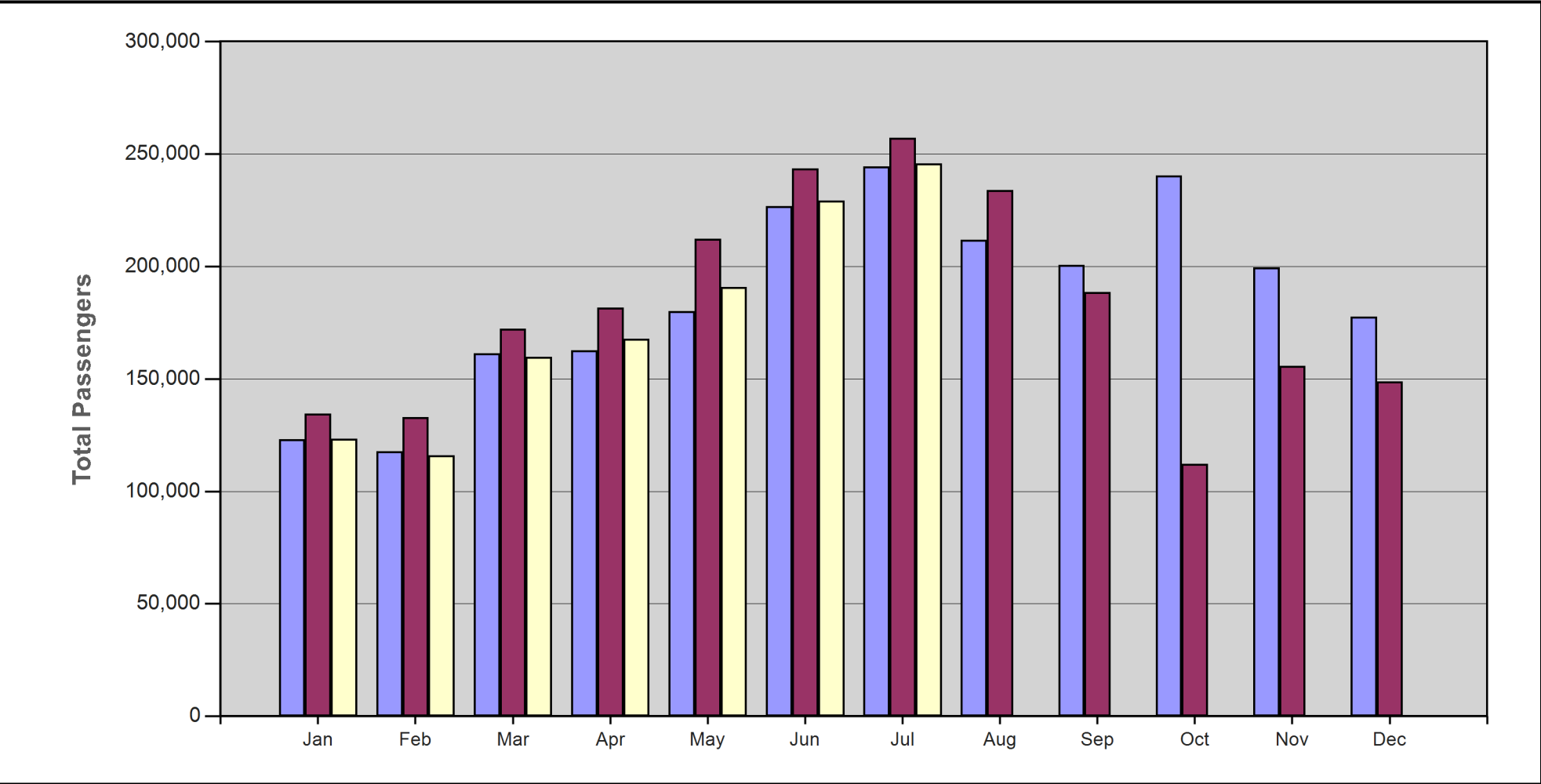
		1	2	3	4	5	6	7	8	9	10	11	12
	2023	82.34%	77.71%	80.14%	84.25%	85.33%	84.51%	87.98%	81.39%	78.38%	80.76%	80.31%	79.29%
	2024	74.10%	78.66%	82.51%	80.71%	83.44%	83.80%	83.08%	81.78%	79.27%	45.85%	73.40%	81.73%
	2025	80.44%	78.18%	79.62%	80.38%	82.54%	79.40%	85.09%					



# Total Monthly Passengers By Year

## Asheville Regional Airport

July, 2025

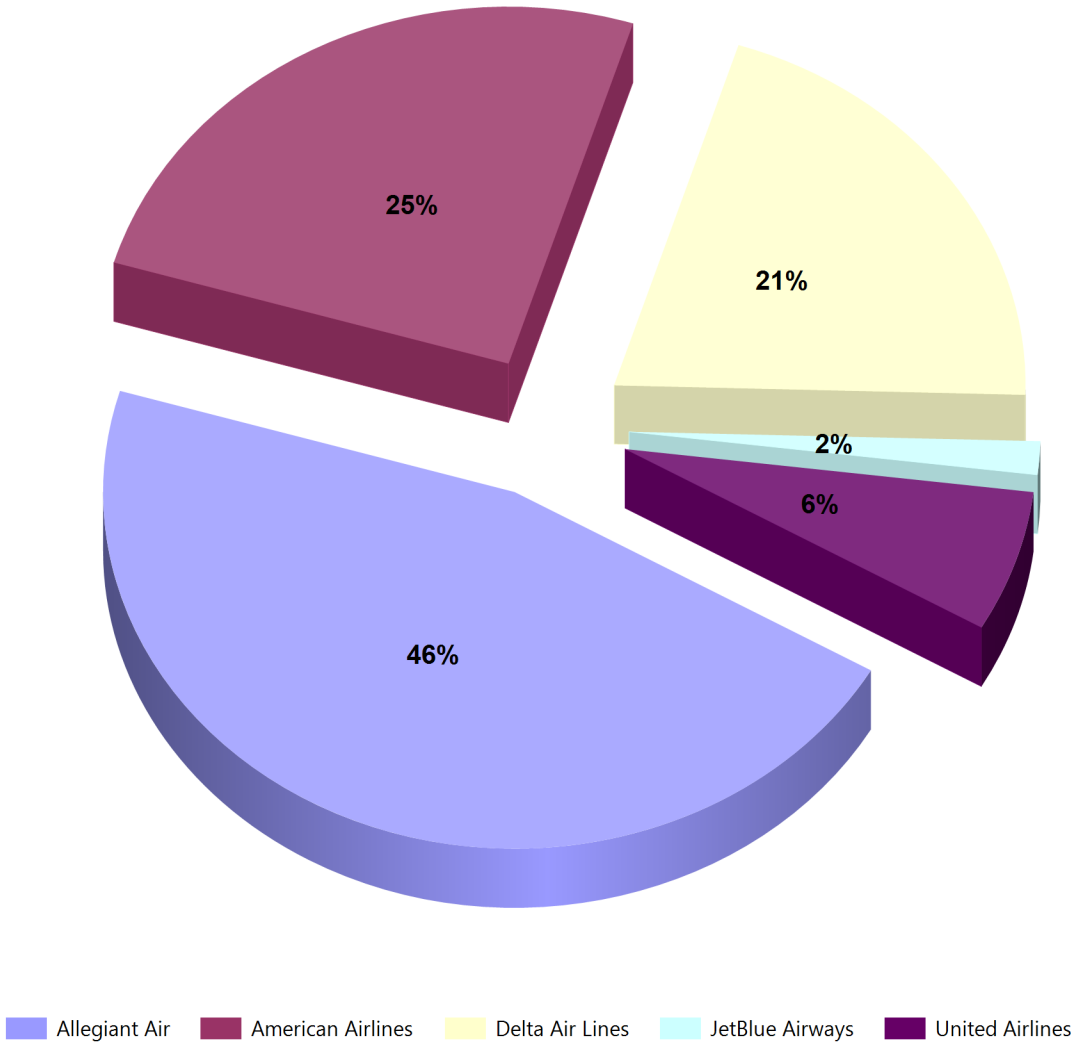


		1	2	3	4	5	6	7	8	9	10	11	12
	2023	123,117	117,682	161,265	162,599	180,062	226,839	244,504	211,836	200,759	240,551	199,503	177,694
	2024	134,630	133,022	172,380	181,705	212,267	243,473	257,095	234,053	188,581	112,191	155,790	148,938
	2025	123,260	116,053	159,813	167,837	190,838	229,188	245,816					

# Airline Market Share Analysis (Enplanements)

## Asheville Regional Airport

July, 2025

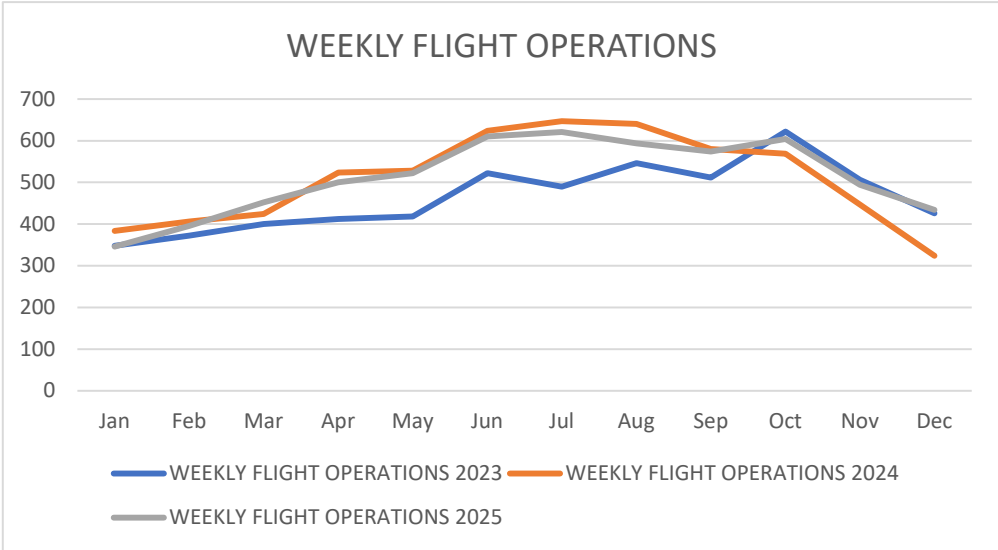
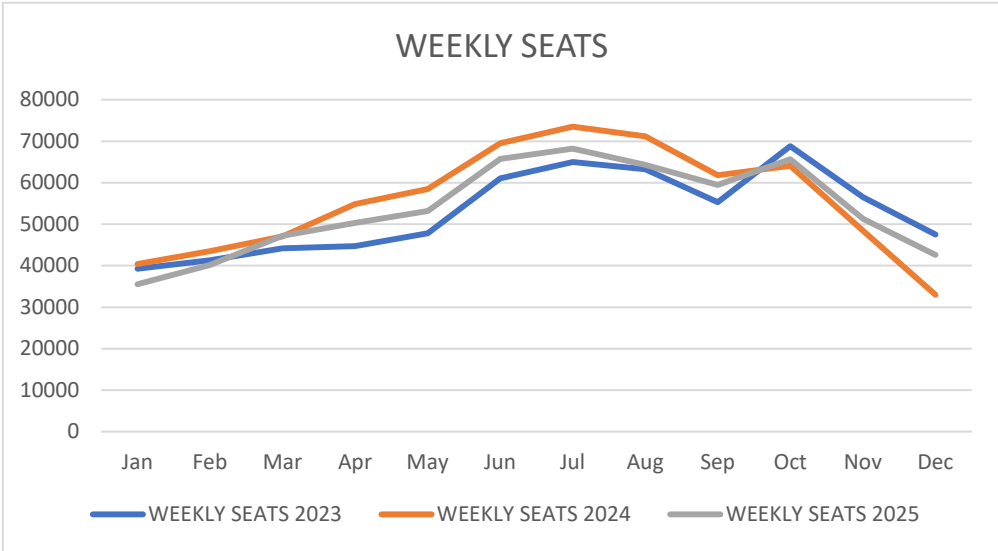
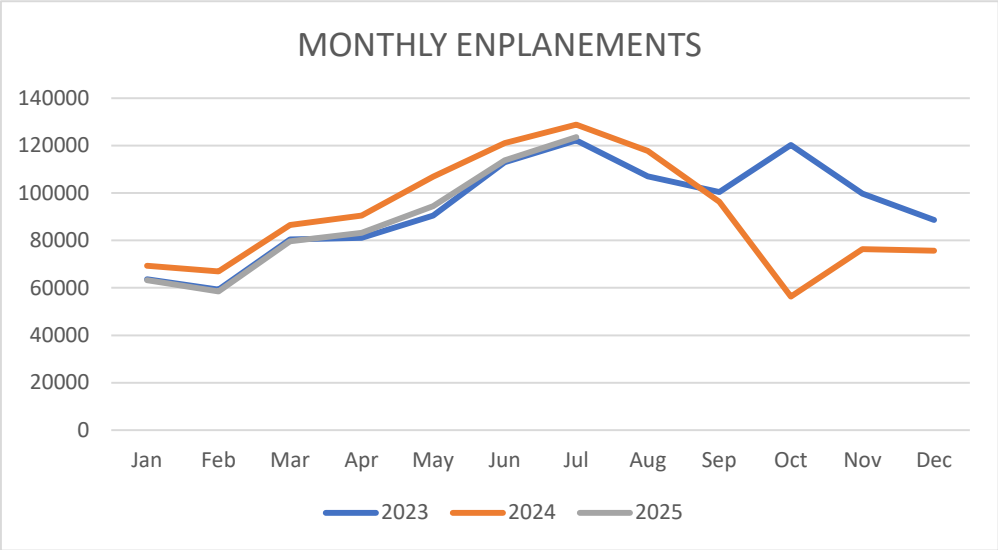


AVL - Three month schedule Summary Report  
November 2025 to January 2026 vs. same time periods in 2024 & 2025  
27-Aug-25  
Note: Representative of a sample week of a given month

Mkt AI	Travel Period		Nov 2025		Nov 2024		Nov 2023		Diff YoY		Percent Diff YoY		Diff Yo2Y		Percent Diff Yo2Y	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-CLT	AVL CLT	42	2,620	45	3,227	48	3,429	(3)	(607)	(6.7%)	(18.8%)	(6)	(809)	(12.5%)	(23.6%)
AA	CLT-AVL	CLT AVL	42	2,620	45	3,227	48	3,429	(3)	(607)	(6.7%)	(18.8%)	(6)	(809)	(12.5%)	(23.6%)
AA	AVL-DCA	AVL DCA	7	455	14	910	14	987	(7)	(455)	(50.0%)	(50.0%)	(7)	(532)	(50.0%)	(53.9%)
AA	DCA-AVL	DCA AVL	7	455	14	910	14	987	(7)	(455)	(50.0%)	(50.0%)	(7)	(532)	(50.0%)	(53.9%)
AA	AVL-DFW	AVL DFW	14	1,428	10	1,278	14	1,582	4	150	40.0%	11.7%	0	(154)	0.0%	(9.7%)
AA	DFW-AVL	DFW AVL	14	1,428	11	1,354	14	1,582	3	74	27.3%	5.5%	0	(154)	0.0%	(9.7%)
AA	AVL-LGA	AVL LGA	9	651	7	532	7	532	2	119	28.6%	22.4%	2	119	28.6%	22.4%
AA	LGA-AVL	LGA AVL	9	651	7	532	7	532	2	119	28.6%	22.4%	2	119	28.6%	22.4%
AA	AVL-MIA	AVL MIA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	MIA-AVL	MIA AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-ORD	AVL ORD	14	910	7	350	4	200	7	560	100.0%	160.0%	10	710	250.0%	355.0%
AA	ORD-AVL	ORD AVL	14	910	7	350	4	200	7	560	100.0%	160.0%	10	710	250.0%	355.0%
AA	AVL-PHL	AVL PHL	7	350	7	350	6	300	0	0	0.0%	0.0%	1	50	16.7%	16.7%
AA	PHL-AVL	PHL AVL	7	350	7	350	6	300	0	0	0.0%	0.0%	1	50	16.7%	16.7%
B6	AVL-BOS	AVL BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	BOS-AVL	BOS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	ATL-AVL	ATL AVL	45	4,950	40	4,400	45	4,950	5	550	12.5%	12.5%	0	0	0.0%	0.0%
DL	AVL-ATL	AVL ATL	45	4,950	40	4,400	45	4,950	5	550	12.5%	12.5%	0	0	0.0%	0.0%
DL	AVL-BOS	AVL BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	BOS-AVL	BOS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	AVL-LGA	AVL LGA	13	988	13	988	13	910	0	0	0.0%	0.0%	0	78	0.0%	8.6%
DL	LGA-AVL	LGA AVL	13	988	13	988	13	910	0	0	0.0%	0.0%	0	78	0.0%	8.6%
DL	AVL-MSP	AVL MSP	1	76	0	0	3	424	1	76	-	-	(2)	(348)	(66.7%)	(82.1%)
DL	MSP-AVL	MSP AVL	1	76	0	0	3	424	1	76	-	-	(2)	(348)	(66.7%)	(82.1%)
G4	AUS-AVL	AUS AVL	0	0	3	468	2	342	(3)	(468)	(100.0%)	(100.0%)	(2)	(342)	(100.0%)	(100.0%)
G4	AVL-AUS	AVL AUS	0	0	3	468	2	342	(3)	(468)	(100.0%)	(100.0%)	(2)	(342)	(100.0%)	(100.0%)
G4	AVL-BOS	AVL BOS	2	360	3	558	3	558	(1)	(198)	(33.3%)	(35.5%)	(1)	(198)	(33.3%)	(35.5%)
G4	BOS-AVL	BOS AVL	2	360	3	558	3	558	(1)	(198)	(33.3%)	(35.5%)	(1)	(198)	(33.3%)	(35.5%)
G4	AVL-BWI	AVL BWI	0	0	2	372	2	372	(2)	(372)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI AVL	0	0	2	372	2	372	(2)	(372)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL DEN	0	0	0	0	1	186	0	0	-	-	(1)	(186)	(100.0%)	(100.0%)
G4	DEN-AVL	DEN AVL	0	0	0	0	1	186	0	0	-	-	(1)	(186)	(100.0%)	(100.0%)
G4	AVL-EWR	AVL EWR	2	360	3	558	5	930	(1)	(198)	(33.3%)	(35.5%)	(3)	(570)	(60.0%)	(61.3%)
G4	EWR-AVL	EWR AVL	2	360	3	558	5	930	(1)	(198)	(33.3%)	(35.5%)	(3)	(570)	(60.0%)	(61.3%)
G4	AVL-EYW	AVL EYW	2	360	2	312	2	312	0	48	0.0%	15.4%	0	48	0.0%	15.4%
G4	EYW-AVL	EYW AVL	2	360	2	312	2	312	0	48	0.0%	15.4%	0	48	0.0%	15.4%
G4	AVL-FLL	AVL FLL	11	2,080	11	2,022	12	2,160	0	58	0.0%	2.9%	(1)	(80)	(8.3%)	(3.7%)
G4	FLL-AVL	FLL AVL	11	2,080	11	2,022	12	2,160	0	58	0.0%	2.9%	(1)	(80)	(8.3%)	(3.7%)
G4	AVL-HOU	AVL HOU	0	0	2	372	2	372	(2)	(372)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	HOU-AVL	HOU AVL	0	0	2	372	2	372	(2)	(372)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-IAD	AVL IAD	2	360	0	0	0	0	2	360	-	-	2	360	-	-
G4	IAD-AVL	IAD AVL	2	360	0	0	0	0	2	360	-	-	2	360	-	-
G4	AVL-LAS	AVL LAS	2	360	2	372	2	342	0	(12)	0.0%	(3.2%)	0	18	0.0%	5.3%
G4	LAS-AVL	LAS AVL	2	360	2	372	2	342	0	(12)	0.0%	(3.2%)	0	18	0.0%	5.3%
G4	AVL-MCO	AVL MCO	2	360	2	366	0	0	0	(6)	0.0%	(1.6%)	2	360	-	-
G4	MCO-AVL	MCO AVL	2	360	2	366	0	0	0	(6)	0.0%	(1.6%)	2	360	-	-
G4	AVL-MDW	AVL MDW	2	380	2	372	2	372	0	8	0.0%	2.2%	0	8	0.0%	2.2%
G4	MDW-AVL	MDW AVL	2	380	2	372	2	372	0	8	0.0%	2.2%	0	8	0.0%	2.2%
G4	AVL-MSP	AVL MSP	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	MSP-AVL	MSP AVL	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PBI	AVL PBI	4	720	2	372	2	372	2	348	100.0%	93.5%	2	348	100.0%	93.5%
G4	PBI-AVL	PBI AVL	4	720	2	372	2	372	2	348	100.0%	93.5%	2	348	100.0%	93.5%
G4	AVL-PGD	AVL PGD	4	720	5	930	5	918	(1)	(210)	(20.0%)	(22.6%)	(1)	(198)	(20.0%)	(21.6%)
G4	PGD-AVL	PGD AVL	4	720	5	930	5	918	(1)	(210)	(20.0%)	(22.6%)	(1)	(198)	(20.0%)	(21.6%)
G4	AVL-PHX	AVL PHX	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	PHX-AVL	PHX AVL	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	AVL-PIE	AVL PIE	9	1,660	8	1,302	11	2,016	1	358	12.5%	27.5%	(2)	(356)	(18.2%)	(17.7%)
G4	PIE-AVL	PIE AVL	9	1,660	8	1,302	11	2,016	1	358	12.5%	27.5%	(2)	(356)	(18.2%)	(17.7%)
G4	AVL-SFB	AVL SFB	12	2,210	8	1,484	12	2,184	4	726	50.0%	48.9%	0	26	0.0%	1.2%
G4	SFB-AVL	SFB AVL	12	2,210	8	1,484	12	2,184	4	726	50.0%	48.9%	0	26	0.0%	1.2%
G4	AVL-SRQ	AVL SRQ	3	540	2	372	2	372	1	168	50.0%	45.2%	1	168	50.0%	45.2%
G4	SRQ-AVL	SRQ AVL	3	540	2	372	2	372	1	168	50.0%	45.2%	1	168	50.0%	45.2%
G4	AVL-VPS	AVL VPS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	VPS-AVL	VPS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
SY	AVL-MSP	AVL MSP	1	186	0	0	2	372	1	186	-	-	(1)	(186)	(50.0%)	(50.0%)
SY	MSP-AVL	MSP AVL	1	186	0	0	2	372	1	186	-	-	(1)	(186)	(50.0%)	(50.0%)
UA	AVL-DEN	AVL DEN	7	496	0	0	7	490	7	496	-	-	0	6	0.0%	1.2%
UA	DEN-AVL	DEN AVL	7	496	0	0	7	490	7	496	-	-	0	6	0.0%	1.2%
UA	AVL-EWR	AVL EWR	7	350	7	502	7	488	0	(152)	0.0%	(30.3%)	0	(138)	0.0%	(28.3%)
UA	EWR-AVL	EWR AVL	7	350	7	502	7	488	0	(152)	0.0%	(30.3%)	0	(138)	0.0%	(28.3%)
UA	AVL-ORD	AVL ORD	21	1,372	14	1,028	14	1,038	7	344	50.0%	33.5%	7	334	50.0%	32.2%
UA	ORD-AVL	ORD AVL	21	1,372	14	1,028	14	1,038	7	344	50.0%	33.5%	7	334	50.0%	32.2%
Total			494	51,324	447	48,414	506	56,508	47	2,910	10.5%	6.0%	(12)	(5,184)	(2.4%)	(9.2%)

Mkt AI	Travel Period		Dec 2025		Dec 2024		Dec 2023		Diff YoY		Percent Diff YoY		Diff Yo2Y		Percent Diff Yo2Y	
			Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-CLT	AVL CLT	35	2,088	25	1,718	42	2,958	10	370	40.0%	21.5%	(7)	(870)	(16.7%)	(29.4%)
AA	CLT-AVL	CLT AVL	35	2,088	25	1,718	42	2,958	10	370	40.0%	21.5%	(7)	(870)	(16.7%)	(29.4%)
AA	AVL-DCA	AVL DCA	7	455	7	455	14	921	0	0	0.0%	0.0%	(7)	(466)	(50.0%)	(50.6%)
AA	DCA-AVL	DCA AVL	7	455	7	455	14	921	0	0	0.0%	0.0%	(7)	(466)	(50.0%)	(50.6%)
AA	AVL-DFW	AVL DFW	14	1,428	14	1,053	7	1,050	0	375	0.0%	35.6%	7	378	100.0%	36.0%
AA	DFW-AVL	DFW AVL	14	1,428	14	1,053	7	1,050	0	375	0.0%	35.6%	7	378	100.0%	36.0%
AA	AVL-LGA	AVL LGA	9	651	7	532	7	532	2	119	28.6%	22.4%	2	119	28.6%	22.4%
AA	LGA-AVL	LGA AVL	9	651	7	532	7	532	2	119	28.6%	22.4%	2	119	28.6%	22.4%
AA	AVL-MIA	AVL MIA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	MIA-AVL	MIA AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-ORD	AVL ORD	14	910	0	0	0	0	14	910	-	-	14	910	-	-
AA	ORD-AVL	ORD AVL	14	910	0	0	0	0	14	910	-	-	14	910	-	-
AA	AVL-PHL	AVL PHL	7	350	7	350	0	0	0	0	0.0%	0.0%	7	350	-	-
AA	PHL-AVL	PHL AVL	7	350	7	350	0	0	0	0	0.0%	0.0%	7	350	-	-
B6	AVL-BOS	AVL BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	BOS-AVL	BOS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	ATL-AVL	ATL AVL	45	4,950	35	3,850	44	4,840	10	1,100	28.6%	28.6%	1	110	2.3%	2.3%
DL	AVL-ATL	AVL ATL	45	4,950	35	3,850	44	4,840	10	1,100	28.6%	28.6%	1	110	2.3%	2.3%
DL	AVL-BOS	AVL BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	BOS-AVL	BOS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	AVL-LGA	AVL LGA	13	910	13	982	13	916	0	(72)	0.0%	(7.3%)	0	(6)	0.0%	(0.7%)
DL	LGA-AVL	LGA AVL	13	910	13	982	13	916	0	(72)	0.0%	(7.3%)	0	(6)	0.0%	(0.7%)
DL	AVL-MSP	AVL MSP	0	0	0	0	3	424	0	0	-	-	(3)	(424)	(100.0%)	(100.0%)
DL	MSP-AVL	MSP AVL	0	0	0	0	3	424	0	0	-	-	(3)	(424)	(100.0%)	(100.0%)
G4	AUS-AVL	AUS AVL	0	0	0	0	2	312	0	0	-	-	(2)	(312)	(100.0%)	(100.0%)
G4	AVL-AUS	AVL AUS	0	0	0	0	2	312	0	0	-	-	(2)	(312)	(100.0%)	(100.0%)
G4	AVL-BOS	AVL BOS	2	360	0	0	2	372	2	360	-	-	0	(12)	0.0%	(3.2%)
G4	BOS-AVL	BOS AVL	2	360	0	0	2	372	2	360	-	-	0	(12)	0.0%	(3.2%)
G4	AVL-BWI	AVL BWI	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI AVL	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL DEN	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	DEN-AVL	DEN AVL	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-EWR	AVL EWR	3	540	2	372	2	372	1	168	50.0%	45.2%	1	168	50.0%	45.2%
G4	EWR-AVL	EWR AVL	3	540	2	372	2	372	1	168	50.0%	45.2%	1	168	50.0%	45.2%
G4	AVL-EYW	AVL EYW	2	360	2	312	2	312	0	48	0.0%	15.4%	0	48	0.0%	15.4%
G4	EYW-AVL	EYW AVL	2	360	2	312	2	312	0	48	0.0%	15.4%	0	48	0.0%	15.4%
G4	AVL-FLL	AVL FLL	10	1,820	6	1,107	11	2,028	4	713	66.7%	64.4%	(1)	(208)	(9.1%)	(10.3%)
G4	FLL-AVL	FLL AVL	10	1,820	6	1,107	11	2,028	4	713	66.7%	64.4%	(1)	(208)	(9.1%)	(10.3%)
G4	AVL-HOU	AVL HOU	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	HOU-AVL	HOU AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-IAD	AVL IAD	2	360	0	0	0	0	2	360	-	-	2	360	-	-
G4	IAD-AVL	IAD AVL	2	360	0	0	0	0	2	360	-	-	2	360	-	-
G4	AVL-LAS	AVL LAS	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	LAS-AVL	LAS AVL	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	AVL-MCO	AVL MCO	2	360	2	372	0	0	0	(12)	0.0%	(3.2%)	2	360	-	-
G4	MCO-AVL	MCO AVL	2	360	2	372	0	0	0	(12)	0.0%	(3.2%)	2	360	-	-
G4	AVL-MDW	AVL MDW	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	MDW-AVL	MDW AVL	0	0	0	0	2	372	0	0	-	-	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-MSP	AVL MSP	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	MSP-AVL	MSP AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-PBI	AVL PBI	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	PBI-AVL	PBI AVL	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	AVL-PGD	AVL PGD	2	360	2	372	3	558	0	(12)	0.0%	(3.2%)	(1)	(198)	(33.3%)	(35.5%)
G4	PGD-AVL	PGD AVL	2	360	2	372	3	558	0	(12)	0.0%	(3.2%)	(1)	(198)	(33.3%)	(35.5%)
G4	AVL-PHX	AVL PHX	0	0	2	372	2	372	(2)	(372)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	PHX-AVL	PHX AVL	0	0	2	372	2	372	(2)	(372)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PIE	AVL PIE	7	1,270	5	864	8	1,488	2	406	40.0%	47.0%	(1)	(218)	(12.5%)	(14.7%)
G4	PIE-AVL	PIE AVL	7	1,270	5	864	8	1,488	2	406	40.0%	47.0%	(1)	(218)	(12.5%)	(14.7%)
G4	AVL-SFB	AVL SFB	9	1,650	6	1,098	11	2,046	3	552	50.0%	50.3%	(2)	(396)	(18.2%)	(19.4%)
G4	SFB-AVL	SFB AVL	9	1,650	6	1,098	11	2,046	3	552	50.0%	50.3%	(2)	(396)	(18.2%)	(19.4%)
G4	AVL-SRQ	AVL SRQ	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	SRQ-AVL	SRQ AVL	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	AVL-VPS	AVL VPS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	VPS-AVL	VPS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
SY	AVL-MSP	AVL MSP	0	0	0	0	0	0	0	0	-	-	0	0	-	-
SY	MSP-AVL	MSP AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
UA	AVL-DEN	AVL DEN	0	0	0	0	7	490	0	0	-	-	(7)	(490)	(100.0%)	(100.0%)
UA	DEN-AVL	DEN AVL	0	0	0	0	7	490	0	0	-	-	(7)	(490)	(100.0%)	(100.0%)
UA	AVL-EWR	AVL EWR	7	350	7	532	7	494	0	(182)	0.0%	(34.2%)	0	(144)	0.0%	(29.1%)
UA	EWR-AVL	EWR AVL	7	350	7	532	7	494	0	(182)	0.0%	(34.2%)	0	(144)	0.0%	(29.1%)
UA	AVL-ORD	AVL ORD	21	1,050	14	1,034	14	1,058	7	16	50.0%	1.5%	7	(8)	50.0%	(0.8%)
UA	ORD-AVL	ORD AVL	21	1,050	14	1,034	14	1,058	7	16	50.0%	1.5%	7	(8)	50.0%	(0.8%)
Total			434	42,604	324	32,982	426	47,550	110	9,622	34.0%	29.2%	8	(4,946)	1.9%	(10.4%)

Mkt AI	Travel Period		Jan 2026		Jan 2025		Jan 2024		Diff YoY		Percent Diff YoY		Diff Yo2Y		Percent Diff Yo2Y	
			Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-CLT	AVL CLT	42	3,010	43	3,060	53	3,920	(1)	(50)	(2.3%)	(1.6%)	(11)	(910)	(20.8%)	(23.2%)
AA	CLT-AVL	CLT AVL	42	3,010	43	3,060	53	3,920	(1)	(50)	(2.3%)	(1.6%)	(11)	(910)	(20.8%)	(23.2%)
AA	AVL-DCA	AVL DCA	7	455	7	455	7	532	0	0	0.0%	0.0%	0	(77)	0.0%	(14.5%)
AA	DCA-AVL	DCA AVL	7	455	7	455	7	532	0	0	0.0%	0.0%	0	(77)	0.0%	(14.5%)
AA	AVL-DFW	AVL DFW	14	1,064	11	836	7	532	3	228	27.3%	27.3%	7	532	100.0%	100.0%
AA	DFW-AVL	DFW AVL	14	1,064	11	836	7	532	3	228	27.3%	27.3%	7	532	100.0%	100.0%
AA	AVL-LGA	AVL LGA	7	532	7	521	7	532	0	11	0.0%	2.1%	0	0	0.0%	0.0%
AA	LGA-AVL	LGA AVL	7	532	7	521	7	532	0	11	0.0%	2.1%	0	0	0.0%	0.0%
AA	AVL-MIA	AVL MIA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	MIA-AVL	MIA AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-ORD	AVL ORD	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	ORD-AVL	ORD AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-PHL	AVL PHL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	PHL-AVL	PHL AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	AVL-BOS	AVL BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	BOS-AVL	BOS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	ATL-AVL	ATL AVL	39	3,814	35	3,204	41	4,510	4	610	11.4%	19.0%	(2)	(696)	(4.9%)	(15.4%)
DL	AVL-ATL	AVL ATL	39	3,814	35	3,204	41	4,510	4	610	11.4%	19.0%	(2)	(696)	(4.9%)	(15.4%)
DL	AVL-BOS	AVL BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	BOS-AVL	BOS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	AVL-LGA	AVL LGA	7	490	7	532	7	532	0	(42)	0.0%	(7.9%)	0	(42)	0.0%	(7.9%)
DL	LGA-AVL	LGA AVL	7	490	7	532	7	532	0	(42)	0.0%	(7.9%)	0	(42)	0.0%	(7.9%)
DL	AVL-MSP	AVL MSP	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	MSP-AVL	MSP AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AUS-AVL	AUS AVL	0	0	2	372	2	312	(2)	(372)	(100.0%)	(100.0%)	(2)	(312)	(100.0%)	(100.0%)
G4	AVL-AUS	AVL AUS	0	0	2	372	2	312	(2)	(372)	(100.0%)	(100.0%)	(2)	(312)	(100.0%)	(100.0%)
G4	AVL-BOS	AVL BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	BOS-AVL	BOS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-BWI	AVL BWI	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	BWI-AVL	BWI AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-DEN	AVL DEN	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	DEN-AVL	DEN AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-EWR	AVL EWR	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	EWR-AVL	EWR AVL	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	AVL-EYW	AVL EYW	2	360	2	312	2	312	0	48	0.0%	15.4%	0	48	0.0%	15.4%
G4	EYW-AVL	EYW AVL	2	360	2	312	2	312	0	48	0.0%	15.4%	0	48	0.0%	15.4%
G4	AVL-FLL	AVL FLL	10	1,820	10	1,864	10	1,824	0	(44)	0.0%	(2.4%)	0	(4)	0.0%	(0.2%)
G4	FLL-AVL	FLL AVL	10	1,820	10	1,864	10	1,824	0	(44)	0.0%	(2.4%)	0	(4)	0.0%	(0.2%)
G4	AVL-HOU	AVL HOU	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	HOU-AVL	HOU AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-IAD	AVL IAD	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	IAD-AVL	IAD AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-LAS	AVL LAS	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	LAS-AVL	LAS AVL	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	AVL-MCO	AVL MCO	2	360	2	372	0	0	0	(12)	0.0%	(3.2%)	2	360	-	-
G4	MCO-AVL	MCO AVL	2	360	2	372	0	0	0	(12)	0.0%	(3.2%)	2	360	-	-
G4	AVL-MDW	AVL MDW	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	MDW-AVL	MDW AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-MSP	AVL MSP	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	MSP-AVL	MSP AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-PBI	AVL PBI	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	PBI-AVL	PBI AVL	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	AVL-PGD	AVL PGD	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	PGD-AVL	PGD AVL	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	AVL-PHX	AVL PHX	0	0	2	372	2	372	(2)	(372)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	PHX-AVL	PHX AVL	0	0	2	372	2	372	(2)	(372)	(100.0%)	(100.0%)	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PIE	AVL PIE	7	1,270	7	1,176	8	1,488	0	94	0.0%	8.0%	(1)	(218)	(12.5%)	(14.7%)
G4	PIE-AVL	PIE AVL	7	1,270	7	1,176	8	1,488	0	94	0.0%	8.0%	(1)	(218)	(12.5%)	(14.7%)
G4	AVL-SFB	AVL SFB	7	1,290	7	1,314	8	1,488	0	(24)	0.0%	(1.8%)	(1)	(198)	(12.5%)	(13.3%)
G4	SFB-AVL	SFB AVL	7	1,290	7	1,314	8	1,488	0	(24)	0.0%	(1.8%)	(1)	(198)	(12.5%)	(13.3%)
G4	AVL-SRQ	AVL SRQ	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	SRQ-AVL	SRQ AVL	2	360	2	372	2	372	0	(12)	0.0%	(3.2%)	0	(12)	0.0%	(3.2%)
G4	AVL-VPS	AVL VPS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	VPS-AVL	VPS AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
SY	AVL-MSP	AVL MSP	0	0	0	0	0	0	0	0	-	-	0	0	-	-
SY	MSP-AVL	MSP AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
UA	AVL-DEN	AVL DEN	7	532	0	0	7	490	7	532	-	-	0	42	0.0%	8.6%
UA	DEN-AVL	DEN AVL	7	532	0	0	7	490	7	532	-	-	0	42	0.0%	8.6%
UA	AVL-EWR	AVL EWR	7	532	7	480	7	470	0	52	0.0%	10.8%	0	62	0.0%	13.2%
UA	EWR-AVL	EWR AVL	7	532	7	480	7	470	0	52	0.0%	10.8%	0	62	0.0%	13.2%
UA	AVL-ORD	AVL ORD	21	1,050	14	1,034	14	1,012	7	16	50.0%	1.5%	7	38	50.0%	3.8%
UA	ORD-AVL	ORD AVL	21	1,050	14	1,034	14	1,012	7	16	50.0%	1.5%	7	38	50.0%	3.8%
Total			378	36,758	346	35,528	384	40,372	32	1,230	9.2%	3.5%	(6)	(3,614)	(1.6%)	(9.0%)





## MEMORANDUM

TO: Members of the Airport Authority

FROM: Amy Harris, Chief Financial Officer

DATE: September 12, 2025

### ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport Authority – Explanation of Extraordinary Variances  
Month of July 2025

### SUMMARY

Operating Revenues for the month of July were \$3,647,963, 2.7% over budget. Operating Expenses for the month were \$1,840,898, 25.8% under budget. As a result, Net Operating Revenues before Depreciation were \$1,807,065. Net Non-Operating Revenues were \$252,158. These amounts also represent Year to Date activity.

### REVENUES

Significant variations to budget for July were:

Auto parking	(\$141,882)	(10.5%)	Under budget due to Hurricane Helene
Ground transportation	\$20,846	37.6%	TNC & TURO activity higher than budget
Concessions	\$189,604	166.3%	New concessions now open in Terminal Expansion

### EXPENSES

Significant variations to budget for July were:

Professional services	(\$36,757)	(76.7%)	Consulting services under budget
Utility services	(\$49,391)	(108.7%)	No invoicing for utilities during month
Operating supplies	(\$34,238)	(46.0%)	Utilizing supplies on-hand

Information Section – Item B



## **STATEMENT OF NET ASSETS**

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents decreased by \$14.9M mostly due to payment of invoices outstanding at end of June.

Grants Receivable – Grants Receivable decreased by \$15.8M due to receipt of reimbursements requested in June.

Property and Equipment, Net – Decreased by \$705.7K due to depreciation.



**ASHEVILLE REGIONAL AIRPORT  
INVESTMENT AND INTEREST INCOME SUMMARY  
As of July 31, 2025**

<b><u>Institution:</u></b>	<b><u>Interest Rate</u></b>	<b><u>Investment Amount</u></b>	<b><u>Monthly Interest</u></b>
Bank of America - Operating Account	2.16%	\$ 2,946,624	\$ 31,482
NC Capital Management Trust - Cash Portfolio	4.22% *	54,197,996	193,679
Petty Cash		300	
<b>Restricted Cash:</b>			
Bank of America - PFC Revenue	2.16%	1,138,015	2,037
NC Capital Mgt Truts - PFC Revenue	4.20% *	25,690,275	91,806
NC Capital Mgt Trust - 2016 Debt Service Fund	4.20%	154,646	573
NC Capital Mgt Trust - 2022A Construction	4.20% *	176,491,528	630,702
NC Capital Mgt Trust - 2022A Parity Reserve	4.20% *	14,882,419	53,183
NC Capital Mgt Trust - 2022A Capitalized Interest	4.20% *	0	0
BNY Mellon - 2023 Debt Service	4.20% *	12,289	0
NC Capital Mgt Trust - 2023 Capitalized Interest	4.20% *	0	0
NC Capital Mgt Trust - 2023 Debt Service	4.20% *	33,285	119
<b>Total</b>		<b><u>\$ 275,547,375</u></b>	<b><u>\$ 1,003,581</u></b>

\* Interest Rate = 30-day yield at month end

**Investment Diversification:**

Banks	2%
NC Capital Management Trust	98%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u>100%</u>

**ASHEVILLE REGIONAL AIRPORT  
STATEMENT OF CHANGES IN FINANCIAL POSITION  
For the Month June 2025**

	<b>Current Month</b>	<b>June Changes</b>	<b>June Preliminary</b>
<b>Cash and Investments Beginning of Period</b>	<b>\$ 300,063,241</b>	<b>\$ 300,106,496</b>	<b>\$ 294,986,492</b>
Net Income/(Loss) Before Capital Contributions	1,353,481	1,354,976	263,003
Depreciation	705,742	81,451	690,283
Decrease/(Increase) in Receivables	15,504,937	(13,050,336)	(3,247,968)
Increase/(Decrease) in Payables	(48,455,799)	8,001,953	41,056,942
Decrease/(Increase) in Prepaid Expenses	-	108,640	(59,208)
Decrease/(Increase) in Fixed Assets	(128,794)	1,995,658	(40,922,727)
Principal Payments of Bond Maturities	(1,475,000)	-	-
Capital Contributions	7,979,567	4,762,822	7,339,508
Forfeiture Funds	-	-	171
Liabilities - Noncurrent		(3,298,419)	-
<b>Increase(Decrease) in Cash</b>	<b>(24,515,866)</b>	<b>(43,255)</b>	<b>5,120,004</b>
<b>Cash and Investments End of Period</b>	<b>\$ 275,547,375</b>	<b>\$ 300,063,241</b>	<b>\$ 300,106,496</b>

**ASHEVILLE REGIONAL AIRPORT  
STATEMENT OF FINANCIAL POSITION  
As of July 31, 2025**

	<b>Current Month</b>	<b>Last Month*</b>
<b><u>ASSETS</u></b>		
<b>Current Assets:</b>		
<b>Unrestricted Net Assets:</b>		
Cash and Cash Equivalents	\$57,144,919	\$72,009,164
Accounts Receivable	2,221,941	1,924,052
Passenger Facility Charges Receivable	897,803	897,803
Refundable Sales Tax Receivable	2,339,389	2,313,796
Grants Receivable	2,690,300	18,518,720
Prepaid Expenses	14,348,104	14,348,104
GASB 87 Short-term Lease Receivable	2,028,135	2,028,135
Total Unrestricted Assets	<u>81,670,592</u>	<u>112,039,774</u>
<b>Restricted Assets:</b>		
Cash and Cash Equivalents	218,402,456	228,054,077
Total Restricted Assets	<u>218,402,456</u>	<u>228,054,077</u>
Total Current Assets	<u>300,073,048</u>	<u>340,093,851</u>
<b>Noncurrent Assets:</b>		
Construction in Progress	305,297,507	305,168,713
Net Pension Asset - LGERS	(4,101,480)	(4,101,480)
Benefit Payment - OPEB	527,302	527,303
Contributions in Current Year	2,787,406	2,787,406
GASB 87 Long-term Lease Receivable	10,751,976	10,751,976
Property and Equipment - Net	175,085,623	175,791,366
Total Noncurrent Assets	<u>490,348,335</u>	<u>490,925,283</u>
	<u>\$790,421,383</u>	<u>\$831,019,134</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>Current Liabilities:</b>		
<b>Payable from Unrestricted Assets:</b>		
Accounts Payable & Accrued Liabilities	\$74,830	\$32,246,978
Customer Deposits	119,463	119,463
Unearned Revenue	124,952	8,452,344
Construction Contract Retainages	13,648,902	13,648,902
Revenue Bond Payable - Current	1,475,000	1,445,000
GASB 87 Short-term Deferred Revenue	2,215,167	2,215,167
Interest Payable	1,593,799	9,580,058
Total Payable from Unrestricted Assets	<u>19,252,113</u>	<u>67,707,912</u>
Total Current Liabilities	<u>19,252,113</u>	<u>67,707,912</u>
<b>Noncurrent Liabilities:</b>		
Pension Deferrals - OPEB	419,054	419,054
Other Postemployment Benefits	1,151,312	1,151,312
Compensated Absences	807,258	807,258
Net Pension Obligation-LEO Special Separation Allowance	942,674	942,674
GASB 87 Long-term Deferred Revenue	9,336,453	9,336,453
Revenue Bond Payable - 2016 - Noncurrent	7,940,000	9,415,000
Revenue Bond Payable - 2022A - Noncurrent	195,745,397	195,745,397
Revenue Bond Payable - 2023 - Noncurrent	187,452,591	187,452,591
Total Noncurrent Liabilities	<u>403,794,739</u>	<u>405,269,738</u>
Total Liabilities	<u>423,046,852</u>	<u>472,977,651</u>
<b>Net Assets:</b>		
Invested in Capital Assets	470,968,131	470,100,079
Restricted	218,402,456	228,054,077
Unrestricted	(321,996,055)	(340,112,672)
Total Net Assets	<u>367,374,532</u>	<u>358,041,484</u>
	<u>\$790,421,383</u>	<u>\$831,019,134</u>

\*Reflects final results for Fiscal Year 25



# Income Statement

Through 07/31/25

Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Fund Category <b>Governmental Funds</b>						
Fund Type <b>General Fund</b>						
Fund <b>10 - General Fund</b>						
<i>Operating revenues</i>						
Terminal space rentals - non airline	24,702.28	24,702.28	23,006.42	1,695.86	276,077.00	251,374.72
Terminal space rentals - airline	851,917.93	851,917.93	829,426.00	22,491.93	8,294,260.00	7,442,342.07
Landing fees	389,064.02	389,064.02	396,116.00	(7,051.98)	3,961,160.00	3,572,095.98
Concessions	303,629.33	303,629.33	114,025.00	189,604.33	1,140,250.00	836,620.67
Auto parking	1,208,118.20	1,208,118.20	1,350,000.00	(141,881.80)	13,500,000.00	12,291,881.80
Rental car - car rentals	497,564.94	497,564.94	501,151.20	(3,586.26)	5,011,512.00	4,513,947.06
Rental car - facility rent	73,620.68	73,620.68	73,620.67	.01	883,448.00	809,827.32
Commerce ground transportation	76,345.86	76,345.86	55,500.00	20,845.86	555,000.00	478,654.14
FBOs	124,398.76	124,398.76	120,121.75	4,277.01	1,441,461.00	1,317,062.24
Building leases	5,285.87	5,285.87	2,139.75	3,146.12	25,677.00	20,391.13
Land leases	70,330.38	70,330.38	72,427.58	(2,097.20)	869,131.00	798,800.62
Other leases and fees	22,984.96	22,984.96	16,200.17	6,784.79	194,402.00	171,417.04
<i>Operating revenues Totals</i>	\$3,647,963.21	\$3,647,963.21	\$3,553,734.53	\$94,228.68	\$36,152,378.00	\$32,504,414.79
<i>Non-operating revenue and expense</i>						
Customer facility charges	387,898.50	387,898.50	280,000.00	107,898.50	2,800,000.00	2,412,101.50
Passenger facility charges	454,476.95	454,476.95	450,000.00	4,476.95	4,500,000.00	4,045,523.05
Interest revenue	1,003,580.96	1,003,580.96	480,000.00	523,580.96	4,800,000.00	3,796,419.04
Interest expense	(1,593,798.42)	(1,593,798.42)	(1,593,798.42)	(.00)	(19,125,581.00)	(17,531,782.58)
<i>Non-operating revenue and expense Totals</i>	\$252,157.99	\$252,157.99	(\$383,798.42)	\$635,956.41	(\$7,025,581.00)	(\$7,277,738.99)
Capital contributions	7,979,567.00	7,979,567.00	.00	7,979,567.00	.00	(7,979,567.00)
<i>Operating expenses</i>						
Personnel services	759,971.26	759,971.26	1,057,090.96	(297,119.70)	13,728,454.00	12,968,482.74
Professional services	11,187.97	11,187.97	47,944.58	(36,756.61)	575,335.00	564,147.03
Other contractual services	344,931.97	344,931.97	460,742.75	(115,810.78)	5,528,913.00	5,183,981.03



# Income Statement

Through 07/31/25

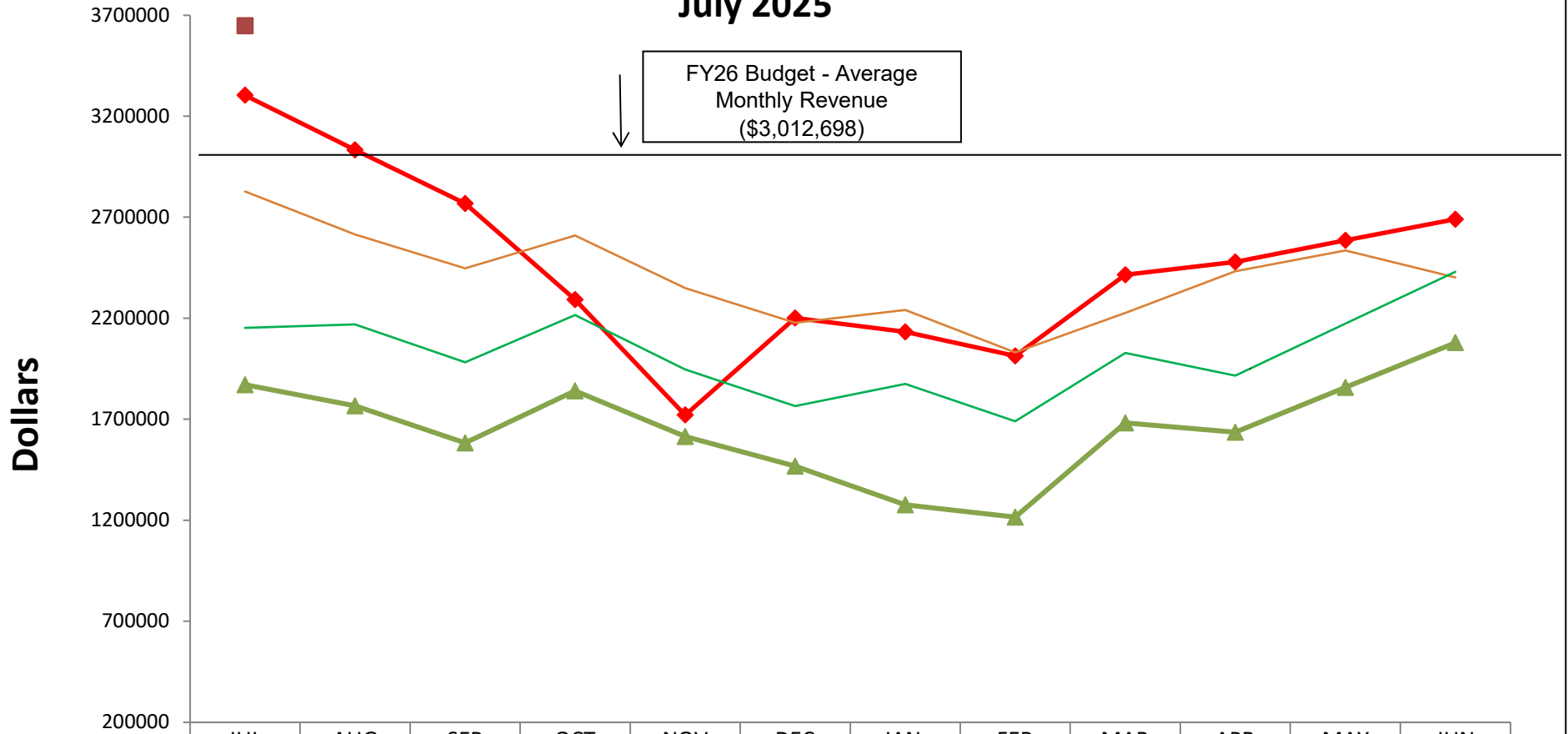
Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Travel and training	807.96	807.96	23,771.25	(22,963.29)	285,255.00	284,447.04
Communications	8,059.54	8,059.54	6,950.42	1,109.12	83,405.00	75,345.46
Utility services	(3,943.11)	(3,943.11)	45,447.92	(49,391.03)	545,375.00	549,318.11
Rentals and leases	3,500.00	3,500.00	5,375.83	(1,875.83)	64,510.00	61,010.00
Insurance	628,321.33	628,321.33	617,854.40	10,466.93	772,318.00	143,996.67
Advertising, printing and binding	.00	.00	1,195.83	(1,195.83)	14,350.00	14,350.00
Promotional activities	9,419.27	9,419.27	31,310.42	(21,891.15)	375,725.00	366,305.73
Other current charges and obligations	3,617.31	3,617.31	8,470.83	(4,853.52)	101,650.00	98,032.69
Operating supplies	40,113.54	40,113.54	74,352.00	(34,238.46)	892,224.00	852,110.46
Publications, subscriptions, memberships, etc.	16,825.00	16,825.00	7,061.58	9,763.42	84,739.00	67,914.00
Repairs and maintenance	14,026.79	14,026.79	38,916.67	(24,889.88)	467,000.00	452,973.21
Small equipment	4,059.01	4,059.01	8,958.33	(4,899.32)	107,500.00	103,440.99
Contingency	.00	.00	8,333.33	(8,333.33)	100,000.00	100,000.00
Emergency repairs	.00	.00	4,166.67	(4,166.67)	50,000.00	50,000.00
Business development	.00	.00	33,333.33	(33,333.33)	400,000.00	400,000.00
<i>Operating expenses Totals</i>	<i>\$1,840,897.84</i>	<i>\$1,840,897.84</i>	<i>\$2,481,277.11</i>	<i>(\$640,379.27)</i>	<i>\$24,176,753.00</i>	<i>\$22,335,855.16</i>
<i>Depreciation</i>						
Depreciation	705,742.11	705,742.11	.00	705,742.11	.00	(705,742.11)
<i>Depreciation Totals</i>	<i>\$705,742.11</i>	<i>\$705,742.11</i>	<i>\$0.00</i>	<i>\$705,742.11</i>	<i>\$0.00</i>	<i>(\$705,742.11)</i>
Grand Totals						
REVENUE TOTALS	11,879,688.20	11,879,688.20	3,169,936.12	8,709,752.08	29,126,797.00	17,247,108.80
EXPENSE TOTALS	2,546,639.95	2,546,639.95	2,481,277.11	65,362.84	24,176,753.00	21,630,113.05
Grand Total Net Gain (Loss)	\$9,333,048.25	\$9,333,048.25	\$688,659.01	\$8,644,389.24	\$4,950,044.00	\$4,383,004.25

# ASHEVILLE REGIONAL AIRPORT

## Annual Operating Revenue by Month

### July 2025



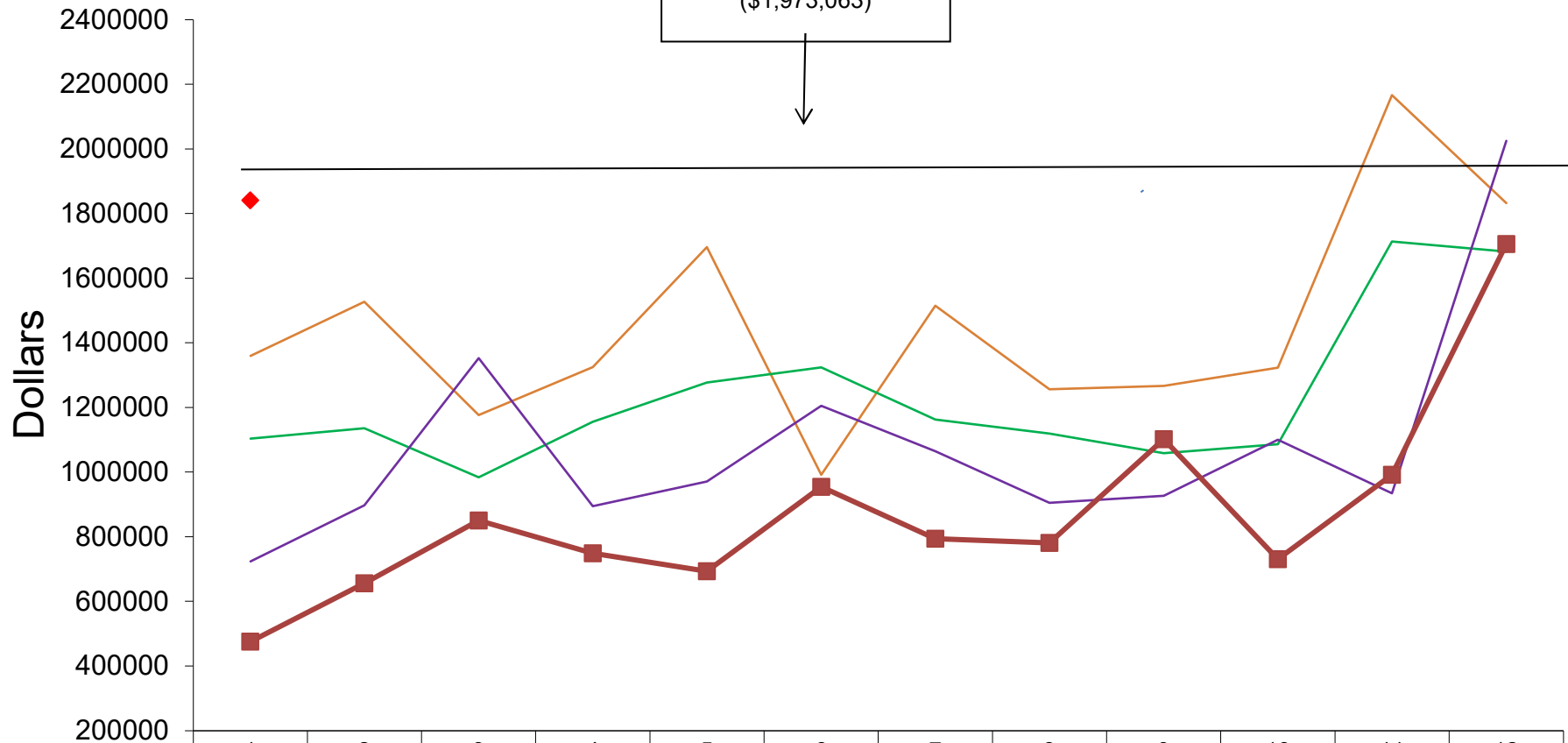
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
FY26	3647963											
FY25	3303967	3032969	2768582	2292634	1720983	2201701	2132696	2013186	2414867	2478326	2586018	2690342
FY24	2827482	2615398	2446265	2609082	2349134	2176799	2240605	2031187	2226599	2431758	2535942	2401361
FY23	2151973	2170060	1981276	2215944	1946150	1764811	1874458	1690357	2027726	1915691	2173346	2430077
FY22	1870783	1766994	1582459	1840835	1614185	1467415	1275749	1215598	1682310	1636179	1857453	2079519

# ASHEVILLE REGIONAL AIRPORT

## Annual Operating Expenses by Month

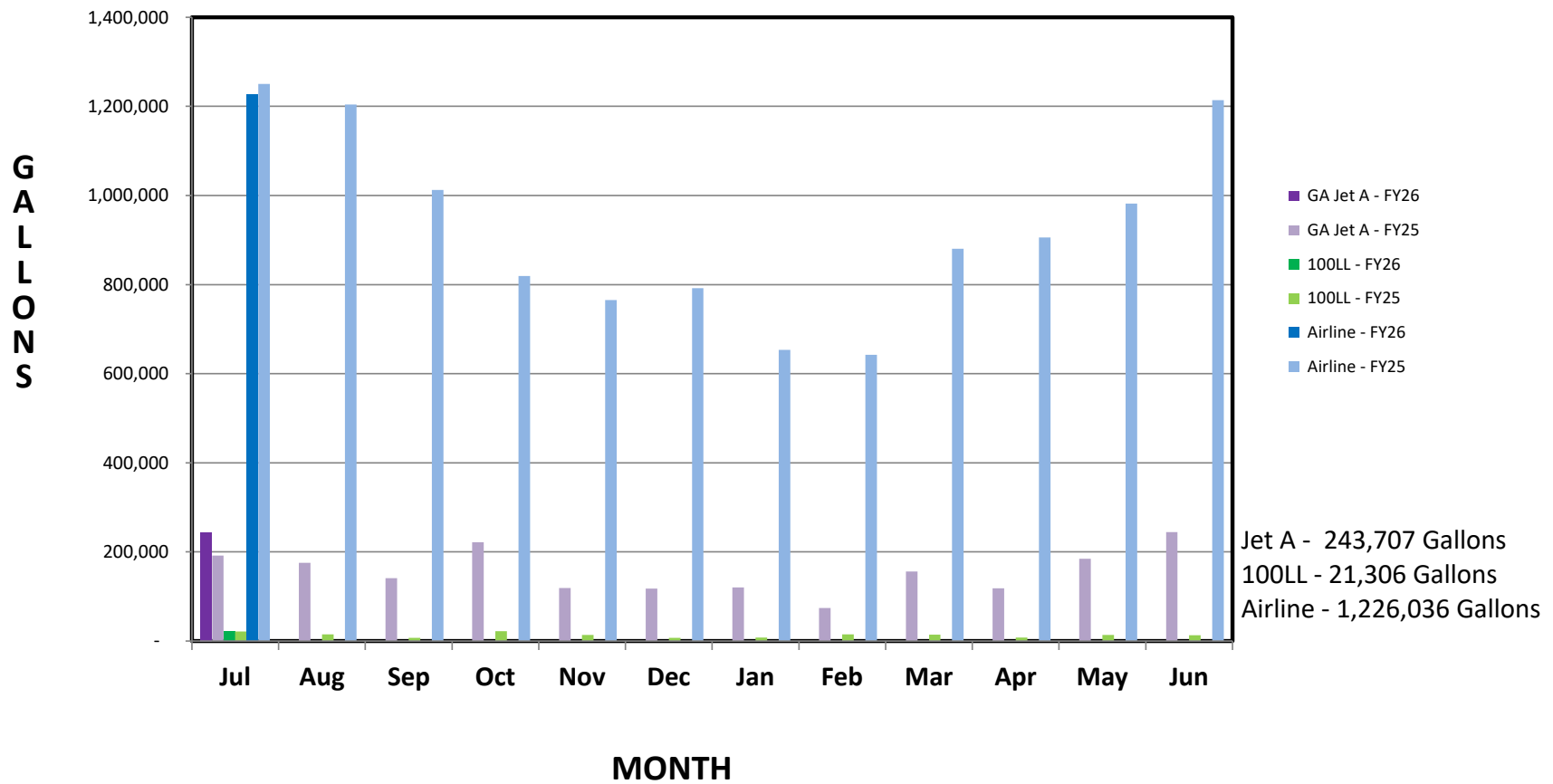
### July 2025

FY 26 Budget - Average  
Monthly Expenses  
(\$1,973,063)



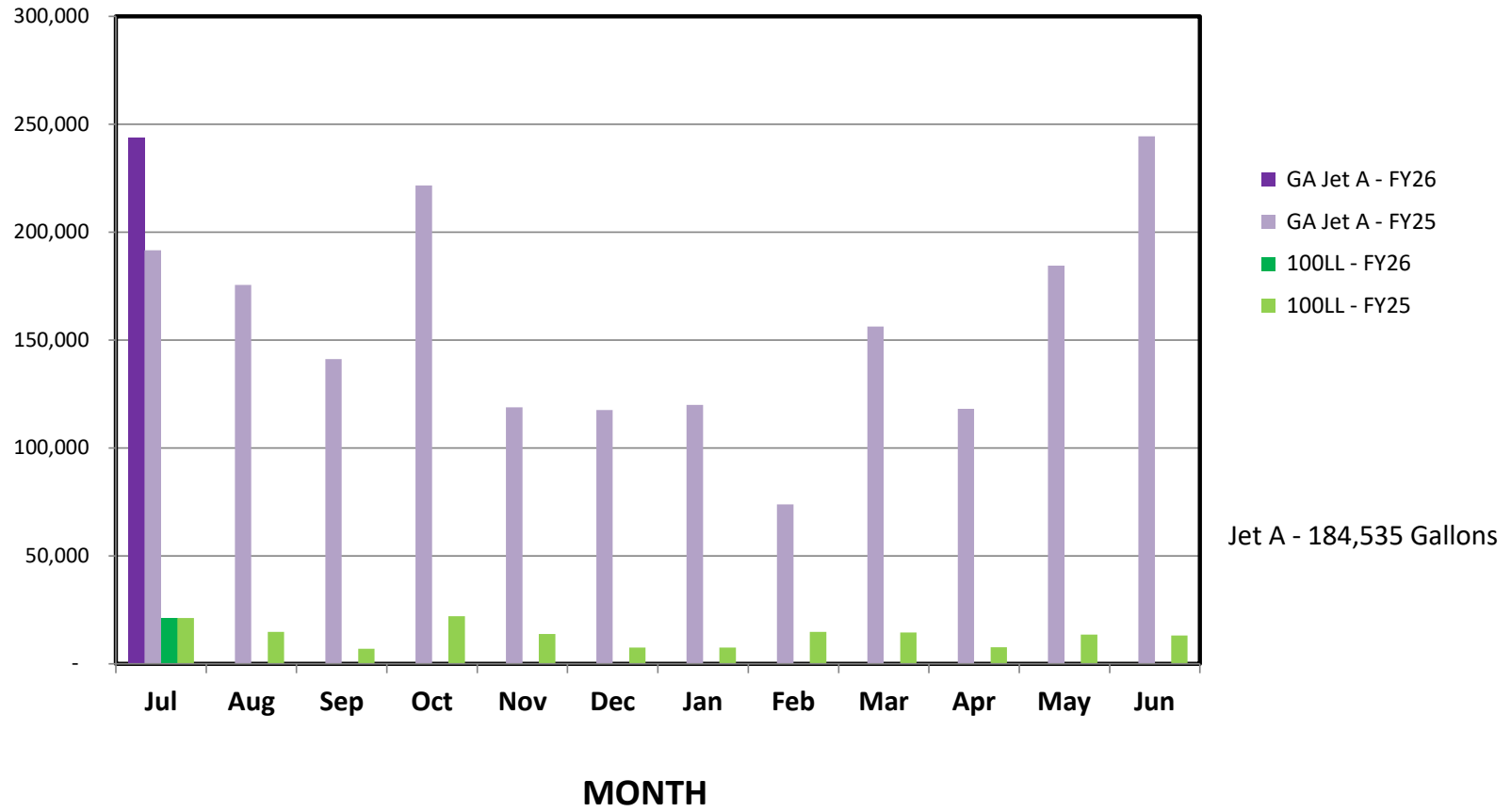
	1	2	3	4	5	6	7	8	9	10	11	12
<span style="color: red;">◆</span> FY26	1840898											
<span style="color: orange;">—</span> FY25	1359848	1526496	1176297	1324945	1695955	991982	1515101	1256400	1266420	1322820	2166154	1832386
<span style="color: green;">—</span> FY24	1103108	1135951	984187	1155931	1277375	1323577	1162760	1118844	1058605	1086390	1714067	1682357
<span style="color: purple;">—</span> FY23	723941	897398	1352214	894073	970953	1204680	1064287	904765	926762	1100224	934182	2024815
<span style="color: brown;">■</span> FY22	475489	656101	850419	748420	692984	954472	793428	780593	1101373	730109	991519	1705678

**ASHEVILLE REGIONAL AIRPORT  
FUEL SALES - GALLONS  
July 2025**





**ASHEVILLE REGIONAL AIRPORT  
GENERAL AVIATION FUEL SALES - GALLONS  
July 2025**



Design Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 9/1/2025)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 9/1/2025)	Start Date	End Date	Current Project Status (as of 9/1/2025)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794	N/A	N/A	\$8,565,433	60.4%	\$21,174,227	88.3%	\$18,706,344	Nov-19	Apr-27	CA services continue.
2	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,998,796	N/A	N/A	\$0	0.0%	\$1,998,796	13.3%	\$266,666	Jul-23	Dec-27	Project management continues. Phase 1 ORAT services completed.
3	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923	N/A	N/A	\$872,978	15.9%	\$5,030,901	89.9%	\$4,522,166	Mar-21	Aug-25	CA services continue.
4	Air Traffic Control Tower	RPR Services	Parsons Transportation Group, Inc.	\$385,804	N/A	N/A	\$0	0.0%	\$385,804	34.0%	\$131,304	May-24	Dec-25	Project management continues.
5	Airport Master Plan	Update Current Master Plan	CHA	\$989,004	N/A	N/A	\$45,547	0.0%	\$1,034,551	97.9%	\$1,012,561	Jul-21	Aug-25	Received Master Plan and ALP approval from FAA. CHA finalizing documents.
6	South Parking Lot	Design and Construction Administration	AVCON	\$374,976	N/A	N/A	\$80,441	0.0%	\$455,417	94.7%	\$431,189	Jan-23	Oct-25	CA Services in process.
7	Taxiway A Rehabilitation	Design and Construction Administration	AVCON	\$1,129,142	N/A	N/A	\$0	0.0%	\$1,129,142	55.0%	\$620,475	Jun-24	Dec-25	Design teams reviewing scope to re-bid.
8	RON Apron	Design and Construction Administration	McFarland Johnson	\$408,380	N/A	N/A	\$143,260	0.0%	\$551,640	50.6%	\$279,319	Nov-24	Mar-26	Design teams reviewing scope to re-bid.
9	Overlook Parking Lot	Design and Construction Administration	Kimley-Horn	\$1,778,149	N/A	N/A	\$316,662	0.0%	\$2,094,811	44.7%	\$936,384	Nov-24	Mar-26	Design services continue. Completed 90% plans. Bid Advertisement was published. Bidding closes end of September.
10	Parking Garage & Improvements	Design and Construction Administration	McFarland Johnson	\$4,964,318	N/A	N/A	\$0	0.0%	\$4,964,318	4.1%	\$204,598	Mar-25	Mar-27	Planning phase design services progressing. Completed traffic analysis and met with NCDOT.
Construction Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 9/1/2025)	Percent of Original Contract	*Board Approved Project Cost	Percent Complete	Expensed to Date (thru 9/1/2025)	Start Date	End Date	Current Project Status (as of 9/1/2025)
1	Terminal Building Modernization - CMR Construction	CGMP-1 Utilities relocation \$6,215,900 CGMP-2 CEP and Equipment Purchase \$77,999,756 and CGMP-3 \$261,577,165 (Consolidated into one CGMP-3)	Gresham Smith	Construction Cost	Hensel Phelps	\$345,792,821	\$14,277,586	0.00%	\$360,070,407	58.6%	\$211,043,048	Jan-22	Apr-27	Airside portion of legacy terminal building closed. Rental car counters moved into old ticketing. Baggage Claim expansion progressing. Preparing for phase 2 demo. SRM meeting in September.
2	Air Traffic Control Tower	Construction of ATCT and Base Building Facility	Pond	Construction Cost	J Kokolakis Contracting	\$44,344,052	**\$2,663,929	0.00%	\$46,561,255	91.6%	\$42,648,095	Dec-22	Aug-25	Parking lot planting began. Cab slat-wall complete. Elevator installed. Exterior metal panels complete. Inspections for TCO by 9/5.
3	South Parking Lot	Construction work including clearing, paving, stormwater pipe and landscaping	AVCON	Construction Cost	Tennoca Construction Company	\$8,388,839	\$498,205	0.00%	\$10,747,282	71.8%	\$7,720,522	Jun-23	Oct-25	ROFA Improvements started and will be complete in October.
4	Perimeter Road Paving	Paving and improvements to perimeter road on Westside of airfield.	N/A	Construction Cost	Tarheel Paving	\$306,800	\$0	0.00%	\$352,800	70.4%	\$248,522	Jul-25	Sep-25	Paving Completed on 8/28.
							** (CCDs & CO)	* (bal of approved contract)						

# Key strategic priorities

**Governance vs. Management** : Focus on setting governing direction (“guard rails”) for the organizational and holding management accountable for the execution of operational tactics. Pursue continuous educational opportunities for Authority Member development.

1. **Organizational Relevance**: Remaining relevant in an era of airport consolidation
2. **Financial Stewardship**: Sustainability/Operating Performance/Audit & Compliance
3. **Municipal Relations**: Positive relationships with all municipalities surrounding the airport
4. **Stakeholder Relations**: Positive relationships with neighbors and other community organizations
5. **Community Image**: Public Perception/Public Relations/Customer Service/Legal Entity
6. **Facilities Stewardship**: Future Master Facilities Plan
7. **Environmental Stewardship**: Accountability/Awareness of Environmental Issues
8. **Economic Development**: Engage Community Partners/Airline Service Development
9. **Vendor-Partner Relations**: General Aviation/Rental Car Agencies/Vendors
10. **Public Safety**: Airport Emergency Safety/TSA Relations/Municipal Partners
11. **Organizational Accountability**: President & CEO Supervision