

NORTH CAROLINA
COUNTY OF ASHE

This Contract of Lease, made and entered into this the 3 day of August, 2026, by and between the **COUNTY OF ASHE**, Jefferson NC, a municipal corporation, hereinafter called "Lessor" and **Gary Whitman**, Jefferson, North Carolina, hereinafter called "Lessee."

WITNESSETH

That subject to the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee, and Lessee does hereby accept as Lessee a certain tract or parcel of land laying and being in the Jefferson Township, Ashe County, North Carolina, and within the lands of the Ashe County Airport, and within the lands of the Ashe County Airport, and more particularly described as follows:

Beginning on a point west of the terminal building having NC Grid Coordinates of North = 984546.48' and East = 1287063.22'; thence South 88 degrees 52 minutes 11 seconds East for a distance of 100.00 feet to a point; thence South 01 degree 07 minutes 49 seconds West for a distance of 60.00 feet to a point; thence North 88 degrees 52 minutes 11 seconds West for a distance of 100.00 feet to a point; thence North 01 degrees 07 minutes 49 seconds East for a distance of 60.00 feet to the BEGINNING.

The terms and conditions of this Contract of Lease are as follows:

1. This lease shall begin as of the 3 day of August, 2026, and shall continue and exist for a period of 10 Years (10). The Lessee shall have the option to renew the lease for an additional One Year (1 Year) provided he gives 30 days written notice prior to the end of the current lease; the terms of the extension shall be determined by mutual agreement at the time of renewal. If Lessee does not provide a written notice as stipulated of intention to renew, Lessor may lease to another party.
2. The rental for said demised premises to be paid by the Lessee to the Lessor shall be the sum \$1,000.00; payments shall be made annually with the payment being due and payable upon the execution of this Contract of Lease, and a payment shall be due and payable at or before the beginning of each succeeding year in which the Contract of Lease is extended.
3. It is understood and agreed by and between the parties hereto that the demised premises, as hereinbefore, are to be used as a site upon which a "removable hanger" for aircraft will be constructed by the Lessee at no cost to the Lessor, and there is hereto attached a marked "Exhibit A" plans and specifications for said hanger building are by reference incorporated into and made a part of this contract of lease.

It is further agreed by and between the parties that at the expiration of the lease, the Lessee will be allowed to remove the hanger from the Lessor's property subject to the condition that the property

shell not be excessively damaged and that the lessee shall restore it as nearly as possible to its pre-installation condition.

It is further understood and agreed that the Lessee shall have thirty (30) days from the end of the lease to remove all property, including the "removable hanger," and if he fails to do so, all such unremoved property shall then become property of the Lessor.

4. In the event that the hangar or said improvements upon the demised premises be destroyed or rendered unfit for use or occupancy by fire or other casualty, this lease shall, at the option of the Lessee, terminate.
5. The Lessee agrees to abide by all the terms and conditions listed in the Ashe County Airport Rules and Regulations manual, and will recognize in writing the receipt of the manual before signing of this Contract of Lease. It is further agreed by and between the parties hereto that should the Lessee fail in any way to comply with the safety, security, maintenance and operations policies contained within the Ashe County Airport Rules and Regulations manual that the Lessor may take any corrective action it deems necessary and bill the Lessee for any costs incurred, and in addition thereto agreed that it will hold the Lessor harmless for any liability it may incur by reason of use of occupancy of the subject property by the Lessee.
6. The Lessee agrees that during the term of this lease he will pay for all utility usage for the demised premises including, but not limited to, electric service, heat, water and telephone service. The Lessee will be responsible for the payment of all charges for installation of any utilities aside from said already existing electric service and all ongoing charges for said utility services. The said utility systems required for improvements on said demised premises shall be placed underground, and the Lessor agrees to execute any required document or documents for that purpose (e.g. utility easements).
7. During the term of this lease, the Lessor will provide and maintain full-time ingress and egress to the hangar unit, said ingress and egress to include aircraft ingress and egress from the runway and private automotive ingress and egress from the public road.
8. The Lessee agrees that when it shall become necessary to unlock an airport gate for ingress or egress that the gate shall be relocked immediately.
9. It is agreed by and between the parties hereto that the Lessee shall not assign this lease or sublet any portion of the demised premises without the written consent of the Lessor. It is expressly agreed and understood that if the lease is assigned by consent of the Lessor that it shall only be for the remainder of the unexpired term of the lease.
10. The terms and provisions of this Contract of Lease shall be binding upon the parties hereto, their successors or heirs and assigns, and legal representatives.

11. Any hangar located and leased at the Ashe County Airport shall be utilized for the primary purpose of aircraft storage as outlined in the Ashe County Airport Rules and Regulations manual. Hangar buildings shall not be used for the primary purpose of automobile, merchandise, farm implement, or other storage.
12. The Lessee agrees that during the term of this contract of lease that he will observe all policies and practices of the Ashe County Airport relating to safety, security, maintenance and operations, and will not utilize the demised premises in any manner that would hinder, cause to stop, or otherwise negatively impact the normal operations of the Ashe County Airport. It is understood and agreed by and between the parties hereto that outside storage will not be permitted upon the demised premises, the term outside storage shall include, but not limited to oil drums, garbage containers, boxes, machinery, vehicle, and aircraft. It is further agreed by and between the parties hereto that should the Lessee fail in any way to comply with these safety, security, maintenance and operations policies of the Ashe County Airport that the Lessor may take any corrective action deems necessary and bill the Lessee for any costs incurred, and in addition thereto agreed that it will hold the Lessor harmless for any liability it may incur by reason of use of occupancy of the subject property by the Lessee.

IN WITNESS WHEREOF, the County of Ashe has caused these presents to be executed by the County Manager and attested by its Clerk, and its corporate seal affixed, all by the authority of the said Board of Commissioners duly given, and Gary Whiteman has personally executed these presents the day and year first written above.

COUNTY OF ASHE

By: _____
Adam Stumb, County Manager
County Manager
Lessor

Attest:

Clerk

Lessee