

# **Airport Access Agreement**

*DRAFT*

## **INDEX**

1. Interpretation 2
2. Description of Agreement 2
3. Identification of the Airport Land 2
4. Purpose for which the Airport Land can be used 2
5. Use and Enjoyment of the Airport Land 3
6. Disturbance 3
7. Insurance by Community Airport Owner 3
8. Aircraft Insurance 4
9. Public Liability Insurance 4
10. Operation of Aircraft 4
11. Fire Fighting Equipment 4
12. Offence 4
13. Community Airport Owner's Right to Recover Money 4
14. Airport Access Agreement 5
15. Interpretation 6

## ***Airport Access Agreement***

### **1. Interpretation**

In this Agreement:

"Common Property" means the Common Property defined in the Plan of Community Division.

"Community Parcel" means the land situated at the corner of Airport and Boettcher Roads Goolwa in the State of South Australia being Lot ...20.... being portion of the land comprised in Certificate of Title Register Book Volume 5123 Folio 551.

"Corporation" means the Community Corporation established when the Plan of Community Division is deposited by the Registrar General in the Lands Titles Registration Office.

"Council" means the Alexandrina Council.

"Developer" means Geoffrey David Eastwood of PO Box 445 Goolwa SA 5214 and any other owner of the Community Parcel prior to deposit of the Plan of Community Division and after the deposit of the Plan of Community Division.

"Development Consent" means the development authorisation under the Development Act 1993 approved by the Council or other relevant planning authority as amended or modified from time to time.

"Development Lot" means the Development Lot shown on the Plan of Community Division after Deposit of the Plan of Primary Community Division.

"Plan of Community Division" means the community plan deposited with this Development Contract.

"Scheme Description" means the Scheme Description filed with this Development Contract.

"Airport Land" means the airport area defined on the development map marked as "K" of the Goolwa Airport.

"Airport Owner" means the Developer (see above) or the entity that holds the title for the airport lot.?

### **2. Description of Agreement**

This agreement allows an owner of a Community Lot located within the Airpark Goolwa boundary to have access to the Airport Land providing the terms and conditions of this agreement are adhered to.

The Airport Land is known as the corner of Airport and Boettcher Road Goolwa in the State of South Australia being Lot ...20... being portion of the land comprised in Certificate of Title Register Book Volume 5123 Folio 551.

The Community Lot is the land to be developed into fifty eight Community Lots and Common Property.

### **3. Identification of the Airport Land**

- 3.1. The Airport Land is the land which has been developed to accommodate airport usage related to aircraft activity, serviced by taxiways, runways, parking areas and refuelling areas as marked on the development plan as Goolwa Airport area "K" (to be confirmed).

### **4. Purpose for which the Airport Land can be used**

- 4.1. The Airport Land may be used for aviation activities and the is associated use of aircraft.

**5. Use and Enjoyment of the Airport Land**

- 5.1. The Airport Land is, subject to this Airport Access Agreement, for the use and enjoyment of owners, their employees, invitees, and visitors of community lots in the Community Scheme for the purpose of aviation related activities.
- 5.2. A person must not, without the authorisation of the Airport Owner, damage or interfere with a building structure, surface treatment or ancillary service on or in the Airport Land.
- 5.3. A person must not, without the authorisation of the Airport Owner, deposit any object or material on the Airport Land if it is likely to be hazardous or offensive to other persons using or adjacent to the Airport Land.
- 5.4. person must not light or allow to be lit any open fire or barbecue within the Airport Land
- 5.5. A person must not obstruct vehicular, aircraft or pedestrian traffic on the Airport Land.
- 5.6. A person must not park a motor vehicle or aircraft on the Goolwa Airport - Section K or the Airport Land except on a part of the Airport Land set aside for motor vehicles or aircraft and the Airport Owner shall in addition to any other power authority duty and or function conferred or imposed upon it have the power to tow away any motor vehicle or aircraft standing in contravention of these by-laws at the expense of the person whose act or default has occasion such contravention and such person shall indemnify the Airport Owner in respect of all claims for costs and damages arising out of such actions.
- 5.7. A person driving a vehicle on the Airport Land must comply with the rules applicable to the Airport Land and not exceed the speed as posted.
- 5.8. A person taxiing an aircraft on the Airport Land must comply with the terms and conditions of use of the Airport Land as reasonably determined from time to time by the Airport Owner.
- 5.9. A person must not refuel any motor vehicle or aircraft on the Airport Land except at a designated refuelling site and shall not carry any fuel onto the Airport Land in other than certified fuel tanks or approved containers.
- 5.10. A person must not carry on a business of buying or selling or offering or exposing for sale any goods, commodity, merchandise or service on the Airport Land without the consent of the Airport Owner.

**6. Disturbance**

- 6.1. Whilst acknowledging that the nature of an aerodrome will give rise to noise and vibration, the person signing this agreement must not engage in conduct of a nature or at a time that unreasonably disturbs the occupier of a Community Lot or others who are lawfully on a Community Lot or the Airport Land.
- 6.2. The person signing this agreement must ensure, as far as practicable, that persons who are brought or allowed onto the Airport Land by the signee do not engage in conduct that unreasonably disturbs the occupier of a Community Lot or others who are lawfully on a Community Lot or the Airport Land.

**7. Insurance by Community Airport Owner**

- 7.1. The Airport Owner shall effect such insurance as is required by local, state or federal laws but shall not be responsible for insuring any aircraft or aircraft/airport users.
- 7.2. A person who has access to the Airport Land must not, except with the approval of the Airport Owner, do anything that might:-
  - 7.2.1. void or prejudice insurance effected by the Airport Owner; or
  - 7.2.2. increase any insurance premium payable by the Airport Owner.

**8. Aircraft Insurance**

The Airport Owner shall have no responsibility in respect to any aircraft that use and/or have access to the Airport Land..

**9. Public Liability Insurance**

The owner of each aircraft shall effect and keep current in respect of their aircraft a Public Risk Policy in a sum of not less than \$10M and must provide the Airport Owner as requested by the Airport Owner from time to time, evidence of a current policy of insurance effected by the proprietor in terms of this Agreement.

**10. Operation of Aircraft**

A person bound by this Agreement:-

- 10.1. will observe the maximum speed limit as posted in relation to all aircraft operating in the Airport Land with the exception of the runways on take off or landing;
- 10.2. must observe the standard aircraft procedures including always keeping to the right and giving way to towing vehicles and aircraft being towed;
- 10.3. must ensure that all operational aircraft kept in a Community Lot are registered, identified, marked, equipped and maintained by law and safe practice with particular attention to fire fighting equipment;
- 10.4. any operational aircraft kept in a Community Lot is kept in good order and condition to the reasonable satisfaction of the Airport Owner and will not allow the same to be or become in an unsightly dilapidated or dangerous condition and failure to comply with a reasonable request of the Airport Owner in this regard will entitle the Airport Owner to require the removal of the aircraft;
- 10.5. toilet refuse, oil, chemicals, spirits, inflammable liquids and waste water are not to be discharged from the aircraft onto the Airport Land except in areas set aside for the disposal of such waste;
- 10.6. no garbage or other refuse is deposited onto the Airport Land except in the approved garbage receptacles;
- 10.7. must not enter, leave or manoeuvre in the Community Parcel under motorised power unless that person is a competent and licensed pilot or other authorised person;
- 10.8. must not operate an aircraft on the Community Parcel or the Airport Land while under the influence of alcohol.

**11. Fire Fighting Equipment**

The owner of a Community Lot shall ensure that any aircraft owned or under the control of the Lot owner is equipped with all fire fighting equipment prescribed by or under any State or Commonwealth Act for an aircraft of its class and that fire extinguishers are kept fully charged, maintained and in good order and condition.

**12. Offence**

A person who contravenes or fails to comply with a provision of these By-laws is guilty of an offence.

Maximum Penalty: \$15000.00

**13. Community Airport Owner's Right to Recover Money**

- 13.1. The Airport Owner may recover any money owing to it under this Agreement as a debt.
- 13.2. The person signing this Agreement must pay or reimburse the Airport Owner on demand for the costs charges and expenses of the Airport Owner in connection with contemplated or actual

enforcement, or preservation of any rights under this Agreement in relation to the proprietor or occupier.

- 13.3. The costs, charges and expenses recoverable by the Airport Owner shall include without limitation, those expenses incurred in retaining any independent administration costs in connection with those events.
- 13.4. The Airport Owner may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Airport Owner as specified in accordance with Section 114(4)(b) and Regulation 20 of the Community Titles Act 1996 as amended.

#### **14. Airport Access Agreement**

The Airport Owner grants the signee permission to use the Airport Land in accordance with this agreement for the time being taking or deriving title of Lots 1 to 58 in the accompanying plan so long as he or they shall remain such owners and occupiers and have paid the required annual fee to and for his and their tenants, servants, agents workmen and visitors (together or individually as the context requires "the Grantee") to:

- a) take off, land and taxi aircraft:
- b) pass and repass (for all purposes) with aircraft and to park aircraft and vehicles within designated areas and
- c) enter the land at any time if necessary with equipment for the purpose of operating, maintaining and servicing aircraft,

subject to the following terms and conditions.

- 14.1. The Grantee acknowledges and agrees that;
  - 14.1.1. K comprises an airstrip and the access to that airstrip,
  - 14.1.2. as K is an airstrip it is potentially a hazardous area and the Airport Owner must be able to control and regulate the use of K for the safety and comfortable enjoyment of all parties entitled to access and use K.
- 14.2. The Grantee must not without authorisation from the Airport Owner;
  - 14.2.1. damage or interfere with any structure, surface treatment or ancillary service on K.
  - 14.2.2. deposit or leave any object or material on K that is likely to be hazardous or offensive to other users.
  - 14.2.3. drive on or park a vehicle or aircraft on any portion of K that is not set aside and clearly delineated for that purpose and the Airport Owner or its authorised agent may tow away any offending vehicle or aircraft at the sole expense of the offending party.
  - 14.2.4. light or allow to be lit any fire or barbecue on K.
  - 14.2.5. obstruct vehicular, aircraft or pedestrian traffic on K.
  - 14.2.6. exceed the speed limit as posted when driving a vehicle or taxiing an aircraft on K with the exclusion of taking off or landing an aircraft.
  - 14.2.7. refuel any aircraft on K except at a designated refuelling site and shall not bring onto or store any fuel on K except in certified fuel tanks or other approved containers.
  - 14.2.8. carry on a business of buying or selling or offering or exposing for sale any goods, commodity, merchandise or service on K unless it is ancillary to a business conducted on the Grantee's land adjacent to K.
  - 14.2.9. engage in conduct that unreasonably disturbs or endangers the usage of K by others who are legitimately on or wish to use it, or permit anyone else to do so.

- 14.2.10. disobey standard aircraft procedures as required by aviation law or rules in place for the operation of the Goolwa Airport.
  - 14.2.11. allow an aircraft or service vehicle used on or visible from K to become dilapidated or unsightly and failure to comply will permit the Airport Owner to require removal of the offending aircraft or vehicle.
  - 14.2.12. allow toilet refuse, oil, chemicals, spirits, inflammable liquids, waste water refuse and garbage to be discharged onto K except in areas specifically set aside for such disposal.
  - 14.2.13. fail to cooperate with other legitimate users of K to ensure that all legitimate users have reasonable access to K.
  - 14.2.14. allow animals or unsupervised children onto K at any time.
- 14.3. The Grantor shall be entitled to;
- 14.3.1. make an annual charge at a rate to be reasonably determined from time to time against the users of the Airport Land.
  - 14.3.2. charge a reasonable levy for landing and take off on K based on usage.
  - 14.3.3. base the charges in clauses 14.3.1 and 14.3.2 on other rates which generally apply to regional airports operating with similar standards and facilities in Australia and if the Grantee disputes the amount of the charges, the parties shall apply to the President of the Australian Property Institute who shall appoint a valuer who shall determine what is a reasonable charge and fee and the parties agree that this valuer acts as an expert and not an arbiter and that the valuer's decision shall be final and binding on the parties.
  - 14.3.4. prevent access and usage to a Grantee, his agents servants and invitees in the event that the offending party is not complying with the terms and conditions set out herein or has not paid the levy or charges when reasonably requested provided the offending party has been given no less than 14 days written notice by the Airport Owner to remedy the offending party's default.
  - 14.3.5. deny access and usage of K to any party immediately and without notice in the event that the Airport Owner reasonably believes that the offending party's access or usage will endanger or unreasonably interfere with the other users of K.
- 14.4. The Airport Owner must:
- 14.4.1. maintain K (in particular the airstrip) to a standard acceptable for private airstrips in South Australia.

## **15. Interpretation**

In this Agreement:-

- 15.1. "Act" means the Community Titles Act 1996 and as amended.
- 15.2. "Airport Land" means the Airport Land as marked on the development plan as "K"?
- 15.3. "Airport Owner" means the person or entity that holds the title to the Airport Land or their appointed representative.
- 15.4. "Community Lot" means a community lot created by Plan of Community Division referred to above.
- 15.5. "Community Parcel" means the whole of the land comprised in Plan of Community Division referred to above excluding any land thereby vested in a Council, the Crown or a prescribed authority.
- 15.6. "Occupier" of a community lot includes, if the lot is unoccupied, the owner of the lot.
- 15.7. Except where otherwise appears words shall have the same meaning as are set out in the Act.

DATED .....

**EXECUTION BY GRANTOR(S)**

.....  
Signature of GEOFFREY DAVID EASTWOOD

.....  
Signature of WITNESS - Signed in my presence by  
GEOFFREY DAVID EASTWOOD who is either personally known  
to me or has satisfied me as to his or her identity.\*

.....  
Print full name of witness (BLOCK LETTERS)

.....  
Address of witness (BLOCK LETTERS)

.....  
Business hours telephone No. ....

GRANTEE

.....  
Signature

.....  
Signature of Witness

.....  
Print full name of witness

.....  
Print address of witness

.....  
Phone No. of witness .....

GRANTEE

.....  
Signature

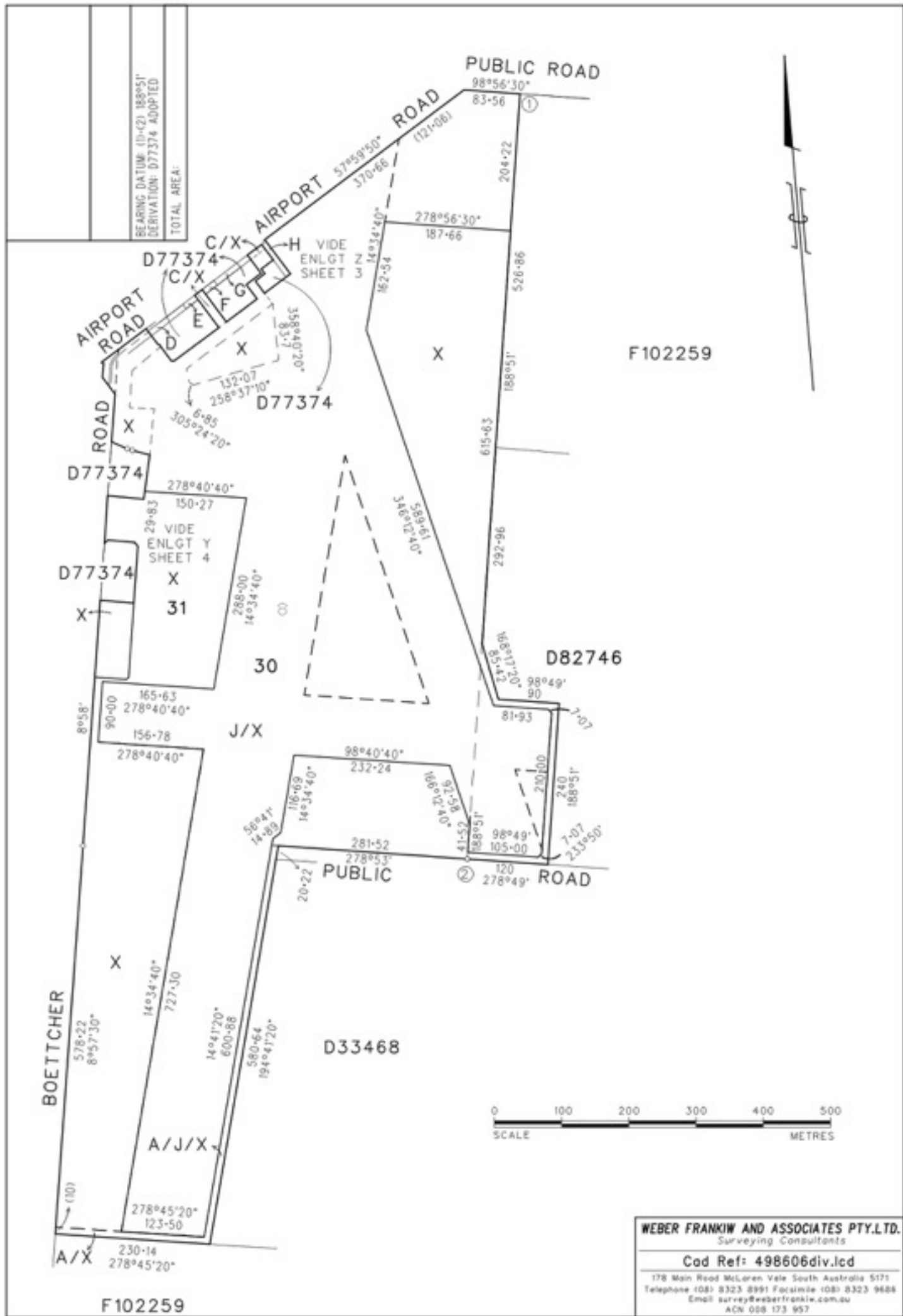
.....  
Signature of Witness

.....  
Print full name of witness

.....  
Print address of witness

.....  
Phone No. of witness .....

BEARING DATUM: 10-021 188°51'  
 DERIVATION: D77374 ADOPTED  
 TOTAL AREA:



F102259

D82746

D33468

BOETTCHER

F102259

WEBER FRANKIW AND ASSOCIATES PTY.LTD.  
 Surveying Consultants

Cod Ref: 498606div.lcd

178 Main Road McLaren Vale South Australia 5171  
 Telephone (08) 8323 8991 Facsimile (08) 8323 9686  
 Email survey@weberfrankiw.com.au  
 ACN 068 173 957