

JOINT USE AGREEMENT



DOVER AFB, DELAWARE

AGREEMENT FOR JOINT USE

AT

DOVER AIR FORCE BASE, DELAWARE

This Joint Use Agreement ("Agreement") is made and entered into this 18th day of December, 1997, by and between the Secretary of the Air Force, for and on behalf of the United States of America ("Air Force") and the Delaware Department of Transportation ("DELDOT"), a public body eligible to sponsor a public airport.

WHEREAS, the Air Force owns and operates the runway and associated flight facilities (collectively "flying facilities") located at Dover Air Force Base, Delaware ("DAFB"); and

WHEREAS, DELDOT desires to continue using the flying facilities at DAFB to permit operations by civil aircraft jointly with military aircraft; and

WHEREAS, DELDOT has constructed a taxiway leading to the DELDOT air terminal on approximately 1.4256 acres of land on the west side of the main north-south runway at DAFB as described in Attachment A; and has an additional easement to construct another 75 foot wide taxiway from DAFB to the Kent County AeroPark; and

WHEREAS, the Air Force considers that this Agreement will be in the public interest and is agreeable to granting continued joint use of the flying facilities under this Agreement and an additional easement in a separate instrument;

NOW, THEREFORE, it is agreed:

1. JOINT USE

a. The Air Force hereby authorizes DELDOT to permit scheduled commuter, commercial charters as approved by DELDOT and the installation commander, and general aviation aircraft with two-way radios for communicating with the DAFB Air Traffic Control Tower to use the flying facilities at DAFB, subject to the terms and conditions set forth in this Agreement and those Federal Aviation Regulations (FARs) applicable to civil aircraft operations.

(1) Charter aircraft operations will be limited and authorized on a case-by-case basis. Organizations desiring to conduct charter operations at DAFB must receive approval in advance from DELDOT and the DAFB installation commander for each operation.

b. The total number of civil aircraft operations shall not exceed 37 per day, except NASCAR race days, and no more than 13,500 per calendar year. Fifty (50) operations per day shall be authorized during NASCAR race days (two (2) weekends per year). Each landing is a single operation and each take-off is a single operation.

c. Aircraft using DAFB under the authority granted to DELDOT by this Agreement shall be entitled to use the flying facilities at DAFB for landings, take-offs, and movement of aircraft but shall park only at the DELDOT air terminal ramp. If the parking area at DELDOT air terminal ramp reaches capacity, no further civil aircraft landings shall be permitted until parking space is available except as stipulated herein for NASCAR race weekends.

(1) The ramp at the DELDOT air terminal has insufficient space to park the numbers of civil aircraft associated with NASCAR race weekends. Plans for the DELDOT/Kent County property include additional ramp space. Therefore, subject to

military mission requirements, civil aircraft may park on the Air Force ramps designated as compass rose and pad 4 on NASCAR race weekends with prior approval from the Commander, 436th Airlift Wing (AW), DAFB, until such time as additional ramp space is available on the DELDOT/Kent County property. Procedures for parking on the Air Force ramps will be established in a Local Operations Letter. Parking on Air Force ramps will cease no later than five (5) years from the effective date of this Agreement or upon construction of additional ramp space on the DELDOT/Kent County property, whichever is sooner.

d. All ground and air movements of civil aircraft using DAFB under this Agreement and movements of all other vehicles across Air Force taxiways shall be controlled by the DAFB Air Traffic Control Tower. Civil aircraft activity will coincide with the DAFB Air Traffic Control Tower hours of operation. Any additional hours of the DAFB Air Traffic Control Tower or other essential airfield management, or operational requirements beyond those needed by the Air Force, shall be funded (or reimbursed) by DELDOT. These charges, if any, shall be in addition to the charges specified in paragraph 4 of the Joint Use Implementation Plan (Attachment B) and shall be payable not less frequently than quarterly.

e. In the absence of DELDOT employees or their designated representatives to assist civil aircraft operators at the DELDOT air terminal, civil aircraft operations shall be suspended until such assistance is available.

f. All aircraft shall be provided air traffic control services on a first-come, first-served basis except for emergencies and military missions that require priority handling. The decision to implement military priority shall be made by the Commander;

436th AW, DAFB. Civil aircraft activity shall coincide with the DAFB Air Traffic Control Tower's hours of operations.

g. Civil aircraft shall not conduct training or practice flights at DAFB.

h. Civil aircraft transporting hazardous cargo must comply with applicable Federal Aviation and Air Force regulations.

i. Civil aircraft using DAFB on official government business, as provided in Air Force Instruction 10-1001, *Civil Aircraft Landing Permits*, are not subject to this Agreement.

j. The Joint Use Implementation Plan at Attachment C establishes procedures for aircraft movement, air traffic control, snow and ice removal, preventing foreign object damage, and other necessary operational and security measures.

2. MAINTENANCE AND CONSTRUCTION

a. Air Force-owned airfield pavements made available for use under this Agreement shall be for use on an "as is, where is" basis. In easement areas and DELDOT-owned areas, DELDOT shall be responsible for pavement maintenance at no cost to the Air Force.

b. Dust or any other erosion or nuisance that is created by, or arises out of, activities or operations by civil aircraft authorized use under this Agreement shall be corrected by DELDOT at no expense to the Air Force, using standard engineering methods and procedures.

c. The Air Force shall not be liable for any damage or destruction to civil aircraft or for personal injuries or death arising from bird or wildlife collision with civil aircraft.

d. DELDOT shall comply with the procedural and substantive requirements established by the Air Force, Federal, State, and local government agencies with respect to the control of air, water, and noise pollution; and hazardous and solid waste disposal on premises used in connection with this Agreement, including those available through easement and DELDOT-owned properties.

e. DELDOT shall be responsible for cleaning up fuel and hazardous waste spills and for controlling materials that could cause foreign object damage to aircraft in easement and DELDOT-owned areas. Such responsibilities shall be shared in the joint use areas if caused by civil aircraft authorized use under the terms of the Agreement. All such clean-ups shall be at no expense to the Air Force.

f. The Air Force shall be responsible for snow removal only as required for accomplishing the military mission. DELDOT shall be responsible for snow removal in easement and DELDOT-owned areas.

g. Coordination with the DAFB Base Civil Engineer is required for planning and construction of new structures or exterior alteration of existing structures that are owned by DELDOT to ensure compliance with airfield obstruction and clearance criteria. Further, billboards or signs of any nature shall not be erected on or adjacent to the airfield without prior written approval from the DAFB Base Civil Engineer. Construction of the new taxiway is subject to the standards and requirements set forth in Attachment C.

3. **DELDOT ASSIGNS**

DELDOT's obligations under this Agreement may be performed by a fixed based operator pursuant to a contract with DELDOT. Such fixed based operator shall have the right to use the flying facilities in accordance with the terms and conditions of this Agreement, subject to any limitations contained in its contract with DELDOT.

4. **PAYMENT**

DELDOT may collect landing fees and other fees and or charges from civil aircraft authorized use of DAFB under this Agreement. DELDOT shall reimburse the Air Force in accordance with the provisions set forth in Attachment B. Reimbursement shall be made whether or not fees are charged or collection efforts are successful.

5. **SERVICES**

DELDOT shall be responsible for providing services, maintenance, and emergency repairs for civil aircraft authorized to use DAFB under this Agreement, at no cost to the Air Force. Air Force assistance may only be provided when necessary to satisfy or protect the interests of the Air Force or otherwise authorized by law. If Air Force assistance is required to repair an aircraft, DELDOT shall reimburse the Air Force for all expense of such services. Any required reimbursement shall be not less frequently than quarterly. These charges are in addition to the charges specified in Attachment B.

6. FIRE PROTECTION AND CRASH RESCUE

a. The Air Force maintains the level of fire fighting and crash/rescue capability required to support the military mission at DAFB. Air Force fire fighting and crash/rescue equipment shall not be routinely parked on the airfield during non-emergency landings by civil aircraft. However, the Air Force agrees to respond to fire and crash/rescue emergencies involving civil aircraft outside the hangars or other structures on DELDOT/Kent County property within the limits of its existing capabilities, equipment, and available personnel, at the request of DELDOT or the pilot of an aircraft, subject to subparagraphs b, c, and d below. The senior fire official shall determine when the emergency is terminated.

b. DELDOT shall be responsible for installing, operating, and maintaining, at no cost to the Air Force, the equipment and safety devices required for all aspects of handling/support for aircraft on the ground in accordance with the FARs and National Fire Protection Association (NFPA) procedures and standards.

c. DELDOT agrees to release, acquit, and forever discharge the Air Force, its officers, agents, and employees from all liability arising out of or connected with the use of or failure to supply in individual cases, Air Force fire fighting and/or crash/rescue equipment or personnel for fire control and crash/rescue activities pursuant to this Agreement. DELDOT further agrees to indemnify, defend, and hold harmless the Air Force, its officers, agents, and employees against any and all claims, of whatever description, arising out of or connected with such use of, or failure to supply Air Force fire fighting and/or crash/rescue equipment or personnel.

d. DELDOT shall reimburse the Air Force for expenses incurred by the Air Force for fire fighting and/or crash/rescue materials expended in connection with providing such service to civil aircraft. The Air Force may, at its option, with concurrence of the National Transportation Safety Board (NTSB), remove crashed civil aircraft from Air Force-owned pavements or property and shall follow existing Air Force directives and/or instructions in recovering the cost of such removal.

e. Failure to comply with the above conditions may result in termination of fire protection and crash/rescue response upon reasonable notice to cure and/or termination of this Agreement under the provisions of paragraph 10 herein.

f. The Air Force commitment to assist DELDOT with fire protection shall continue only so long as a fire fighting and crash/rescue organization is authorized for military operations at DAFB. The Air Force shall have no obligation to maintain or provide a fire fighting, and crash/rescue organization or fire fighting crash/rescue equipment; or to provide any increase in fire fighting and crash/rescue equipment or personnel; or to conduct training or inspections for purposes of assisting DELDOT with fire protection.

g. DELDOT and its operating contractor or fixed base operator shall provide the DAFB Base Civil Engineer with an executed release and indemnification undertaking as specified in Air Force Instruction 32-2001, *The Fire Protection Operations and Fire Prevention Program*. DELDOT's responsibility under such an undertaking is limited by paragraph 8 herein. DELDOT shall not permit any operations under this Agreement unless the responsible contractor or fixed base operator has such an undertaking in effect.

8. DELDOT CONFINES

Notwithstanding any other provision to the contrary contained in this Agreement, it is expressly agreed by the Air Force, and any assigns, that DELDOT's monetary obligations, including performance of any covenant requiring or resulting in the expenditure of money, under this Agreement, are expressly limited to the extent of appropriations made by the General Assembly or any applicable Federal appropriating body and nothing contained in any other paragraph of this Agreement shall be construed as creating any monetary obligation on the part of DELDOT beyond such current and specific appropriations. In the event that the General Assembly of Delaware or any appropriate Federal body fails to appropriate the specific funds necessary to continue this Agreement, the Agreement shall be terminated at the end of the last fiscal year for which such appropriation is available. In such event, all obligations of DELDOT requiring the expenditure of money shall cease. If a default has occurred by DELDOT hereunder, then DELDOT's obligations to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money are expressly limited to the extent of the sum of the following: (a) specific appropriations made to fund this Agreement; (b) any other funds of DELDOT legally available to be applied to the payment or satisfaction of DELDOT's obligations hereunder, and nothing in this Agreement shall be construed as creating any monetary obligation on the part of DELDOT beyond the amount as set forth in this sentence.

9. TERM OF AGREEMENT

This Agreement shall become effective on the day immediately following the date of its execution by both parties hereto and shall remain in force and effect for a term of 25 years, unless otherwise renegotiated or terminated under the provisions of

7. LIABILITY AND INSURANCE

a. DELDOT shall assume all risk of loss and/or damage to property or injury to or death of persons by reason of civil aircraft use of DAFB under this Agreement, including but not limited to risks connected with the provision of services or goods by the Air Force to DELDOT or to any user under this Agreement. DELDOT further agrees to indemnify and hold harmless the Air Force against, and to defend at DELDOT expense to the extent allowable under Delaware law, all claims for loss, damage, injury, or death sustained by any individual or corporation and arising out of the provision of services or goods by the Air Force to DELDOT or to any user, whether the claims be based in whole or in part on the negligence or fault of the Air Force or its contractors or any of their officers, agents, and employees, or based on any concept of strict or absolute liability, or otherwise.

b. DELDOT shall carry a policy of liability and indemnity insurance satisfactory to the Air Force, naming the United States of America as an additional insured party, to protect the Government against any of the aforesaid losses and/or liability, in the sum of not less than six million dollars (\$6,000,000) bodily injury and property damage combined for any one accident. The policy shall provide that: (1) no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt of notice to the Commander, 436th AW, 201 Eagle Way, Room 101, DAFB, Delaware 19902-7209; (2) any losses shall be payable notwithstanding any act or failure to act or negligence of DELDOT or the Air Force or any other person; and (3) the insurer shall have no right of subrogation against the Air Force. The amount of coverage is subject to periodic review at the request of either the Air Force or DELDOT and shall be changed only by mutual agreement of both parties.

paragraph 10 herein, but in no event shall the Agreement survive the termination or expiration of DELDOT's right to use by easement of the land areas used in connection with joint use.

10. RENEGOTIATION AND TERMINATION

a. The Commander, 436th AW, DAFB, may suspend the civil aircraft operations authorized under the terms of this Agreement at any time for up to forty-five (45) days or for the duration of a military exercise or for contingency operations when required by military necessity. DELDOT shall be provided as much notice as feasible for any such suspension. The Commander, 436th AW, shall determine what constitutes "feasible notice."

b. DELDOT may terminate this Agreement at any time by giving ninety (90) days written notice to the Commander, 436th AW, DAFB.

c. Notwithstanding any other provision of this Agreement, the Air Force may terminate this Agreement (1) at any time by the Secretary of the Air Force, or (2) at any time during any national emergency, present or future, declared by the President or the Congress of the United States, or (3) in the event that DELDOT ceases to operate the civil facilities at DAFB for reasons other than lack of appropriated monies as cited in paragraph 8 herein for a period of one (1) year, or (4) in the event DELDOT violates any of the terms and conditions of this Agreement and continues and persists therein for thirty (30) days after written notification.

d. The failure of either the Air Force or DELDOT to insist, in any one or more instances, upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to the future performance of any such terms, conditions, or provisions. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by such party.

11. SUPERSEDED AGREEMENT

This Agreement supersedes and replaces the Joint Use Agreement between the Air Force and DELDOT, dated 18 June 1982, upon its execution by both parties hereto.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth below opposite their respective signatures.

UNITED STATES AIR FORCE

Date: 12/18/97

By: 
JIMMY G. DISHNER
Deputy Asst Secretary of the Air Force
(Installations)

DELAWARE DEPARTMENT OF TRANSPORTATION

Date: 12/18/97

By: 

ATTACHMENT A

DESCRIPTION OF TAXIWAYS

Taxiway 1

Beginning at a point in the Northwesternly boundary of lands of the United States of America (Dover Air Force Base), said point being 26.26 feet Northerly of the intersection of said boundary line with the Northerly right-of-way line for lands of the State of Delaware (County Road Number 348, also known as Horsepond Road); thence by said boundary line North 11 degrees 27 feet East, a distance of 270.0 feet; thence South 78 degrees 33 feet East, a distance of 230 feet to the Westerly edge of the paved taxiway parallel to the Dover Air Force Base primary runway (01/19); thence along the edge of said taxiway South 11 degrees 27 feet West, a distance of 270.0 feet; thence North 78 degrees, 33 feet West, a distance of 230 feet to the point of beginning.

Taxiway 2

Beginning for an aircraft access easement at a property corner for the lands of the United States of America, Dover Air Force Base, as described in Deed Book W-33 at page 317; said corner being common to the aforementioned lands of the United States of America, Dover Air Force Base, and the lands of the State of Delaware, as described in Deed Book D-35 at Page 65; said corner also being the intersection between the North 11 degrees, 27 feet East 1224 feet line and the North 78 degrees, 33 feet West 450.11 feet line on the aforementioned boundary of Dover Air Force Base; running thence from said point of beginning, across said lands of Dover Air Force Base, the following courses: South 78 degrees, 33 feet East 230 feet to a point on the westerly edge of the paved taxiway that runs parallel to the paved main runway

ATTACHMENT B

JOINT USE IMPLEMENTATION PLAN

This plan implements the Agreement for Joint Use of DAFB between the Air Force and the Delaware Department of Transportation (DELDOT). It establishes procedures governing civil aircraft use of the flying facilities at DAFB and provides specific instructions concerning civil aircraft operations, emergencies, facility maintenance, and other matters.

1. Operations

a. Civil aircraft operations at DAFB shall be pursuant to the Joint Use Agreement and DAFB Regulation 55-1, which is hereby made a part of this document by reference. Copies of the regulation shall be provided to DELDOT and its representatives.

b. Individuals entering DAFB without proper authority and civil aircraft taxiing without approval from ground control are subject to disciplinary action as outlined in Air Force and DAFB security directives. All personnel and vehicles entering or exiting the DELDOT air terminal complex shall be by use of Horsepond Road. Roads on DAFB shall not be used for employee or passenger convenience or for servicing at the air terminal or of civil aircraft. Except for taxiing aircraft, entry to the DELDOT air terminal complex from DAFB is strictly limited to emergency dispatch of security personnel, the fire department, and medical and disaster response teams. DELDOT or its representatives shall be responsible for the security of the civil facility.

(01/19) for Dover Air Force Base; thence, with said westerly edge of the paved taxiway, South 11 degrees, 27 feet West 320 feet to a point; thence, departing said westerly edge of the paved taxiway, continuing across the lands of Dover Air Force Base, North 78 degrees, 33 feet West 230 feet to the aforementioned property line separating the lands of Dover Air Force Base from the lands of the State of Delaware; running thence, with said property line separating Dover Air Force Base from the lands of the State of Delaware, North 11 degrees, 27 feet East 320 feet to the point of beginning; containing 73,600 square feet, or 1.68962 acres; subject to conveyances, covenants, easements and/or restrictions of record.

c. DELDOT shall be responsible for the maintenance of its taxiway and apron lighting. The Air Force shall operate runway and taxiway lights and maintain lighting on its runways and taxiways.

d. DELDOT or its representatives shall be responsible for monitoring aircraft parking capacity at the DELDOT air terminal complex and for requesting that DAFB Base Operations take action to temporarily suspend civil landings when capacity has been reached. Civil aircraft landings shall remain suspended until DAFB Base Operations receives notification that space is again available for civil aircraft parking.

e. DELDOT shall be responsible for arranging for removal of civil aircraft that become inoperable for any reason, including aircraft accidents, while on the Air Force runways or taxiways. However, the Air Force reserves the right to remove such aircraft, if required, as stipulated in paragraph 6d of the Joint Use Agreement. Removal operations shall not begin without approval from DAFB Base Operations and such activity shall be under positive radio control at all times.

f. DELDOT or its representatives shall provide DAFB Base Operations with commuter flying schedules on a quarterly basis. Timely notification of anticipated schedule changes is also required.

g. DELDOT shall provide DAFB Base Operations a list of approved, potential general aviation users, to include aircraft type and Federal Aviation Administration registration numbers. DELDOT shall update the list as required. It is understood that use may be denied to general aviation operators if their aircraft are not on the DELDOT list.

h. DELDOT shall advise eligible general aviation operators that prior permission is required from DAFB Base Operations before landing and that operators failing to obtain final approval from DAFB Base Operations may be denied landing.

i. DELDOT or its representatives shall coordinate with DAFB Base Operations concerning non-flying activities at the DELDOT air terminal that may impact on DAFB or its operations.

2. Emergencies

a. DELDOT or its representatives shall notify DAFB Air Traffic Control Tower of all emergencies as soon as possible.

b. DELDOT or its representatives may contact DAFB Air Traffic Control Tower for assistance in responding to an aircraft fire or explosion. Assistance for all other fire emergencies, including automobile fires, shall be provided by local community fire departments. DELDOT or its representatives shall provide the Fire Department at DAFB with a fire rescue plan for the aircraft types that shall be using the DELDOT air terminal facilities.

c. Medical assistance from the hospital staff at DAFB shall not be provided for illness occurring in the facilities at DELDOT air terminal or on a civil aircraft. However, medical assistance shall be provided as follows:

(1) On-scene emergency medical care at aircraft accidents that occur on DAFB. If required, a patient shall be taken to the hospital at DAFB for stabilization. When stabilized, the patient shall be transported to a civilian hospital by ambulance.

(2) On-scene emergency medical care if requested and directed by civil authorities at aircraft accidents that occur outside the boundaries of DAFB, if approved by appropriate military authority. Normally, victims of off-base accidents shall not be treated at the DAFB hospital.

d. Wreckage removal is addressed in paragraph 1e herein.

e. DELDOT or its representatives shall immediately notify DAFB Air Traffic Control Tower of aircraft hijackings, bomb threats, or other criminal activities that pose a threat to personnel, operations, or facilities on DAFB. Procedures set forth in *FAA Handbook 7110.65, Air Traffic Control*, and appropriate Air Force and DAFB directives shall be used in responding to such incidents.

f. Media inquiries concerning aircraft accidents/incidents shall be handled by Public Affairs at DAFB if it involves military aircraft and by DELDOT or its representatives if it involves civil aircraft. DELDOT shall direct all inquiries on military aircraft accidents/incidents to the DAFB Public Affairs Office and advise the DAFB Public Affairs Office of its response to inquiries on civil aircraft accidents/incidents.

3. Maintenance

a. DELDOT or its representatives shall coordinate all snow removal or other maintenance activities with DAFB Base Operations prior to entering DAFB. Maintenance must not interfere with use of the DAFB perimeter security road or taxiway.

b. DELDOT or its representatives must notify DAFB Base Operations of any potential hazard to military operations by foreign objects attributable to DELDOT or civil aircraft activities.

4. Payment

DELDOT's payment obligation shall be calculated on the actual number of civil operations conducted under the terms of this Agreement. DELDOT shall be charged \$20.00 for each civil aircraft landing. On the first workday of January, April, July, and October, DAFB Base Operations shall compute the number of civil aircraft landings for the previous quarter. Computations shall be coordinated with DELDOT or its representatives, certified, and billed to DELDOT. Payment is due thirty (30) days from receipt of the bill and shall be sent to 436 AW/FM, Dover AFB DE 19902. Such charges are subject to review and renegotiation as determined by the Air Force.

5. Communication

a. Questions, complaints, or inquiries concerning joint use shall be directed to DAFB Airfield Operations Flight Commander.

b. Complaints concerning aircraft noise shall be directed to the Public Affairs Office at DAFB. DELDOT assistance and coordination shall be required in responding to noise complaints associated with civil aircraft operations.

ATTACHMENT C

**CONSTRUCTION STANDARDS AND REQUIREMENTS
FOR
TAXIWAY**

1. Subject to the approvals required herein, and granting of an easement for a new 75 ft runway, the Delaware Department of Transportation (DELDOT) is authorized to construct, on the land granted in easement, a single taxiway, approximately 75 feet wide, from DAFB to the DELDOT air terminal.

2. All taxiway construction shall be accomplished at no expense to the Air Force.

3. Prior to commencement of taxiway construction, all plans, drawings, specifications, and sitings must be submitted to and approved by the DAFB Base Civil Engineer.

4. The taxiway, taxiway lighting, markings, and other appurtenances must be constructed to Air Force standards.

5. Construction is subject to inspection by representatives of the Federal Aviation Administration and Air Force to ensure compliance with approved plans and specifications and the terms of this Agreement.

6. To ensure minimum interference with military activities during construction, DELDOT must obtain written approval for the construction schedule from the DAFB Base Civil Engineer prior to execution of the construction contract. DELDOT shall require its contractors to adhere to the approved schedule and to perform work at such times and in such a manner as not to unnecessarily interfere with military facilities or operations.

7. The Commander, 436th AW, DAFB, shall have the right to temporarily suspend work if necessary for mission requirements and or safety considerations. The contractor may be required to temporarily vacate the premises. In such instances, DELDOT, its agents, or contractors shall have no claim of any character on account thereof against the Air Force, or any officer, agent, contractor, or employee thereof.

**AMENDMENT 1
TO
JOINT USE AGREEMENT
BETWEEN
DELAWARE DEPARTMENT OF TRANSPORTATION
AND
UNITED STATES AIR FORCE**

This Agreement made and entered into this 15th day of MAY 2000, by and between the Secretary of the Air Force, for and on behalf of the United States Government ("Air Force"), and the Delaware Department of Transportation (DELDOT),

RECITALS:

The parties hereto entered into an agreement for joint use of the runway and certain associated flight facilities at Dover Air Force Base (DAFB), Delaware, dated December 18, 1997 ("Joint Use Agreement"), in order to permit the operation of civil aircraft jointly with military aircraft;

The parties desire to amend the Joint Use Agreement to change the description of the second taxiway and increase the number of civil aircraft operations authorized on NASCAR race days and other days;

AGREEMENT

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. The Joint Use Agreement is hereby modified in the following particulars, but no other:

a. The text of the third "WHEREAS" is deleted and the following inserted in its place:

"WHEREAS, DELDOT has constructed a taxiway leading to the DELDOT air terminal on approximately 1.4258 acres of land on the west side of the main north-south

runway at DAFB as described in Attachment A; and has requested an additional easement to construct another 75 foot wide taxiway from DAFB to the civil air terminal; and"

b. The text of paragraph 1b is deleted and the following inserted in its place:

"b. Civil aircraft operations are limited to 100 per day except during two NASCAR race weekends when 300 operations per day for four days shall be authorized; however, the total number of operations per calendar year shall not exceed 13,500. Each landing is a single operation and each take-off is a single operation."

c. The description of Taxiway 2 in Attachment A is deleted and the following inserted in its place:

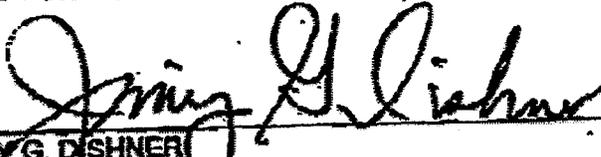
"Beginning at a point in the northwesterly boundary of lands of the United States of America (Dover Air Force Base), said point 26.25 feet northerly of the intersection of said boundary line with the northerly right-of-way line for lands of the State of Delaware (County Road Number 348, also known as Horseshoed Road); thence by said boundary line north 11 degrees 27 feet east, a distance of 929.5 feet; thence south 78 degrees 33 feet east, a distance of 742.72 feet to the westerly edge of the paved taxiway parallel to the Dover Air Force Base primary runway (01/18); thence along the edge of said taxiway south 11 degrees 27 feet west, a distance of 185.0 feet, thence north 78 degrees, 33 feet west a distance of 242.72 feet to the point of beginning."

2. All other terms and conditions of the Joint Use Agreement shall be and remain the same.

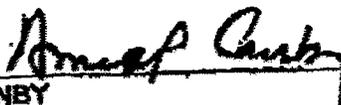
3. This Amendment shall be effective immediately.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

UNITED STATES OF AMERICA

By: 
JIMMY G. DISHNER
Deputy Assistant Secretary of the Air Force
(Installations)

DELAWARE DEPARTMENT OF TRANSPORTATION

By: 
ANNE P. CANBY
Secretary

**LETTER OF AGREEMENT
FOR
TEMPORARY CIVIL AIRCRAFT EXPANDED PARKING
AT
DOVER AFB, DELAWARE**

This letter of agreement established polices, responsibilities, and procedures for expanded parking for civil aircraft during two NASCAR race related weekends each year (usually in May/June and September) at Dover AFB, Delaware for a period of three (3) years. Military requirements will take precedence over civil aircraft operations. Should a conflict arise between civil and Air Force operational procedures, Air Force procedures will apply.

AUTHORIZED USERS

During the two NASCAR race related weekends, a maximum of twenty-four (24) civil aircraft authorized to land at Dover AFB subject to the requirements and procedures below, may park on Taxiway "C", Compass Rose, Pads 4, 5, and 6. Specific procedures for parking on the Air Force ramps will be established in a Local Operations Letter.

REQUIRMENTS/PROCEDURES

The Delaware Department of Transportation (DELDOT), or their designated representative, agrees to:

1. Comply with force protection and FAA security stipulations and conditions contained in the Civil Air Terminal Re-Opening letter dated 1 April 2002.
2. Maintain 10 feet of wingtip separation between aircraft parked on Dover Air Force Base.
3. Ensure provided departure fire bottles are positioned near aircraft (1 bottle per 2 aircraft).

4. Develop departure procedures to ensure departure flow control of no more than 8 aircraft per 15-minute period.

5. Limit parking to no more than 24 civil aircraft on Dover Air Force Base at any one time.

6. Provide all liability and insurance requirements for DELDOT identified in the Joint Use Agreement at Dover Air Force Base between the Secretary of the Air Force and DELDOT.

7. Jointly, with Dover Air Force Base (Logistics Plans and Airfield Management), conduct an annual review of DELDOT progress on efforts to alleviate reliance on Dover Air Force Base to provide Civil Air Terminal NASCAR race-weekend related overflow aircraft parking.

SECURITY

The installation commander will exercise administrative and security control over both civil aircraft and passengers on Dover AFB.

LIABILITY AND INDEMNIFICATION

The Air Force shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use of Dover AFB under this agreement, or for damages to the property of or injuries to the person of civil aircraft operators or passengers. DELDOT or their designated representative agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the use of Dover AFB under this agreement and expressly waives any and all claims against the United States for any such loss, damage, personal injury, or death caused by or occurring as a consequence of such use. DELDOT, or their designated representative, further agrees to indemnify, save, and hold the United States, its officers, agents, and employees harmless from and against all claims, demands, or actions, liabilities, judgments, costs, and attorneys fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death or property damage resulting from, related to, caused by, or arising out of the use of Dover AFB under this agreement.

Agreement, dated 18 December 1997. Charges will be made in accordance with the appropriate Air Force Instructions for any services or supplies required from Dover AFB. The Dover AFB Airfield Manager, in coordination with the Civil Air Terminal Manager, will be responsible for consolidating all charges which will be billed by the Accounting and Finance Office to DELDOT no later 30 days after the NASCAR event.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed the Agreement on the date set forth below opposite their respective signatures.

UNITED STATES OF AMERICA

By:  08 APR 03
FRED W. KUHN
Deputy Assistant Secretary of the Air Force (Installations)

DELAWARE DEPARTMENT OF TRANSPORTATION

By:  14 APR 03
NATHAN HAYWARD III
Secretary, Delaware Department of Transportation


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SCOTT E. WUESTHOFF, Colonel, USAF
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