

RESOLUTION NO. 2869

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the acceptance of F.A.A. Grant Offer by the execution of a Grant Agreement covering AIP Project No. 01, dated September 28, 1982, between the Port of Seattle and the Administrator of the Federal Aviation Administration, United States of America in connection with the obtaining of Federal aid in the development of Sea-Tac International Airport.

WHEREAS, the Port of Seattle has heretofore submitted a Project Application to the Administrator of the Federal Aviation Administration, dated September 16, 1981, for certain development work at Sea-Tac International Airport; and

WHEREAS, the Port of Seattle has heretofore authorized land acquisition for Extended Clear Zone, including relocation of persons, subject to the approval of the Administrator of the Federal Aviation Administration and to the sharing of costs by the United States of America incurred in accomplishing such as is provided in the Grant Agreement set forth below; and

WHEREAS, there has been submitted to the Port of Seattle a Grant Agreement covering AIP Project No. 01, dated September 28, 1982, by the Federal Aviation Administration to aid the Port of Seattle in the development of Sea-Tac International Airport.

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle:

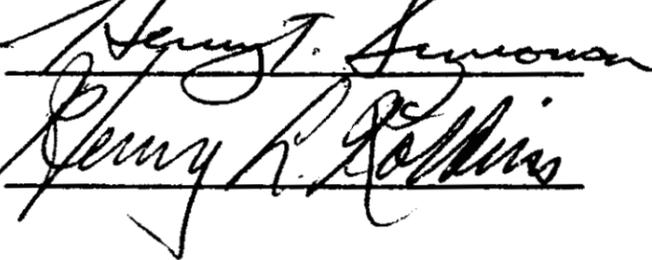
1. That the Port of Seattle shall enter into the proposed Grant Agreement for the purpose of obtaining Federal aid in the development of Sea-Tac International Airport, and that such Agreement is attached hereto, and by this reference incorporated herein.

2. That the President of the Port Commission be and he is hereby authorized and directed to execute said proposed Grant Agreement in quintuplicate on behalf of the Port of Seattle, and that the Secretary of the Port Commission be, and he is hereby authorized and directed to impress the official seal of the Port of Seattle thereon and to attest said execution.

3. That the proposed Grant Agreement referred to herein and dated September 28, 1982, is attached hereto and made a part of this Resolution.

ADOPTED by the Port Commission of the Port of Seattle this 28th day
of September, 1982, and duly authenticated in open session by the
signatures of the Commissioners voting and the seal of the Commission.





Port Commissioners

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1 - Offer

Date of Offer September 28, 1982

Seattle-Tacoma International Airport

Project No. 3-53-0062-01

Contract No. DOT-FA82NM-0020

TO: The Port of Seattle, Washington
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation
Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated September 15, 1981, for a grant of Federal funds for a project at the Seattle-Tacoma International Airport together with plans and specifications for such development project, or the planning work definition for such Planning Project, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Acquire land (property interest satisfactory to the Administrator in
Parcels 67, 216, 226, 228-234, 236-239, 240A, 240B, 420, 428-435, 440,
444, 448, 625-642, 653A, 666-684, 686A, 687A, 687C, 687D, 687E, 688A,
as shown on Exhibit "A"), including relocation of persons;

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, herein called the "Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the project, 80 per centum of all allowable project costs.

This Offer is made on and subject to the following terms and conditions:

Standard Conditions

1. The maximum obligation of the United States payable under this offer shall be \$4,624,606.00 which is comprised of:

| | |
|-----------------|---------------------------------|
| \$ -0- | for planning |
| \$ -0- | for development other than land |
| \$ 4,624,606.00 | for land acquisition |
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall comply with the Airport and Airway Improvement Act of 1982 and shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe and agrees to fully comply with the Part V Assurances which are attached to and become a part of this offer.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 30, 1982, or such subsequent date as may be prescribed in writing by the FAA.

Special Conditions

7. It is understood and agreed between the parties hereto that the Part V Assurances attached to this Offer is to be substituted for the Part V Assurances submitted with the Project Application.
8. It is understood and agreed between the parties hereto that the Project Application and associated documents are hereby amended by deleting reference to ADAP Project No. 6-53-0062-22, and substituting AIP Project No. 3-53-0062-01.

The following special assurances are added to Part V Assurances attached to this offer:

33. The Federal Government does not now plan or contemplate the construction of any structures pursuant to paragraph 15 of Part V, Assurances, of the application dated September 15, 1981, and therefore it is understood and agreed that the sponsor is under no obligation to furnish any new areas or new rights without cost to the Federal Government under this grant agreement. However, it is agreed and understood that the rights of the United States to cost free areas obtained under unexpired grant agreements with the sponsor are extended for twenty years from the date of this grant agreement. Furthermore, the responsibility for paying the cost of relocating any facilities located in such cost free areas shall be made in accordance with Advisory Circular 150/5300-7B, FAA Policy of Facility Relocations Occasioned by Airport Improvements or Changes.
34. It is understood and agreed by and between the parties hereto that all acquisition of real property under this project will be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as specified in the Sponsor's Assurance dated September 15, 1981.
35. By its acceptance hereof the sponsor covenants and agrees that it will clear Parcels 67, 216, 226, 228-234, 236-239, 240A, 240B, 420, 428-435, 440, 444, 448, 625-642, 653A, 666-684, 686A, 687A, 687C, 687D, 687E, 688A as shown on Exhibit "A" of any existing structures prior to final payment under the project and that it will not erect nor permit the erection of any permanent structures therein except those required for aids to air navigation or those which may be specifically approved by the FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Improvement Act of 1982, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By *[Signature]*
Robert P. Mensing, Manager (Title)
Safety and Standards Branch

Part II - Acceptance

The Sponsor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 19 ____ .
The Port of Seattle, Washington
(Name of Sponsor)

By.....
Title.....

(SEAL)
Attest:
Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Washington and the Act and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 19 ____ .
.....
Title.....

PART V

ASSURANCES

These assurances are to be attached to and become a part of this grant agreement.

For airport development projects, these assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project. However, these limitations on the duration of the covenants do not apply to the covenant against exclusive rights and real property acquired with Federal funds.

For planning projects, only assurances no. 1 (as marked), 2, 3, 4, 16, 25, 26, 30, 31, and 32 apply, unless otherwise specified in the grant agreement.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements. It will comply with the following laws, regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project:

Federal Legislation

- a. Federal Aviation Act of 1958
- b. Hatch Act *
- c. Federal Fair Labor Standards Act *
- d. Davis-Bacon Act
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - Titles II and III *
- f. National Historic Preservation Act of 1966 - Section 106
- g. Archeological and Historic Preservation Act of 1966
- h. Flood Disaster Protection Act of 1973 - Section 102(a)
- i. Rehabilitation Act of 1973 - Section 504, Section 503
- j. Civil Rights Act of 1964 - Title VI *
- k. Aviation Safety and Noise Abatement Act of 1979 *
- l. Age Discrimination Act of 1975
- m. Architectural Barriers Act of 1968
- n. Vietnam Era Veterans' Readjustment Assistance Act of 1974 - Section 402
- o. Airport and Airway Improvement Act of 1982

Federal Regulation

- a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964. *

- b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs. *
- c. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance.
- d. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements, Including those Relating to Disabled Veterans and Veterans of the Vietnam Era and Handicapped Workers). *
- e. 14 CFR Part 150 - Airport Noise Compatibility Planning. *

Office of Management and Budget Circulars

- a. A-95 - Evaluation, Review and Coordination of Federal and Federally Assisted Programs and Projects. *
- b. A-102 - Uniform Requirements for Assistance to State and Local Governments. *
- c. FMC-74-4 - Cost Principles Applicable to Grants and Contracts with State and Local Governments. *

Executive Orders

- a. 11246 - Equal Employment Opportunity in Federal and Federally Assisted Contracting. *
- b. 11593 - Historic Preservation.
- c. 11288 - Prevention, Control and Abatement of Water Pollution.
- d. 11926 - Evaluation of Flood Hazards.

Specific assurances required to be included in grant agreements by any of the above are incorporated by reference in this grant agreement. Items marked with (*) apply to both development and planning grants.

- 2. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of approval of the project) of public agencies authorized by the State in which such airport is located to plan for the development of the area surrounding the airport and will contribute to the accomplishment of the purposes of the Act.
- 3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States and sufficient funds to assure operation and maintenance of the facility for the purposes constructed.

4. Authority of Sponsor. It has legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
5. Good Title to Airport. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site therefor, or will give assurance satisfactory to the Secretary that good title will be acquired.
6. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
7. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with the goals and objectives of such planning as has been carried out by the community and shall, when requested by the Secretary, submit a copy of the transcript to the Secretary.
8. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
9. Economic Nondiscrimination. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses including the requirement that (A) each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such

nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and such nondiscriminatory and substantially comparable rules, regulations, and conditions as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants, and combined passenger and cargo flights or all cargo flights, and such classification or status as tenant shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers, and (B) each fixed-based operator at any airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport utilizing the same or similar facilities, and (C) each air carrier using such airport shall have the right to service itself or to use any fixed-base operator that is authorized by the airport or permitted by the airport to serve any air carrier at such airport, and (D) that in any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor--

- (1) to furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
- (2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(E) That it will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform, and (F) in the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.

10. Exclusive Rights. It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: (1) It would be unreasonably costly, burdensome,

or impractical for more than one fixed-based operator to provide such services, and (2) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

11. Airport Operation and Maintenance. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions.
12. Hazard Removal and Mitigation. It will adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
13. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
14. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that--
 - a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
15. Land for Federal Facilities. It will furnish without cost to the Federal Government for construction, operation and maintenance of

facilities for, and uses in connection with, any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of written requests from the Secretary.

16. Standard Accounting Systems. It will keep all project accounts and records in accordance with a standard system of accounting prescribed by the Secretary.
17. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection, except that no part of the Federal share of an airport development or airport planning project for which a grant is made under this title or under the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.
18. Reports and Inspections. It will submit to the Secretary such annual or special airport financial and operations reports as the Secretary may reasonably request and will make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
19. Airport Revenue. It will expend all revenues generated by the airport, if it is a public airport, for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the owner or operator of the airport and directly related to the actual transportation of passengers or property: Provided, however, that if covenants or assurances in debt obligations previously issued by the owner or operator of the airport, or provisions in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all other revenues generated by the airport shall not apply.

20. Consultation with Users. In making a decision to undertake any airport development project under this title, it shall undertake reasonable consultations with affected parties using the airport at which the project is proposed.
21. Terminal Development Prerequisites. For projects which include terminal development, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.
22. Construction Inspection and Approval. It shall subject the construction work on any project for airport development contained in an approved project grant application to inspection and approval by the Secretary before the project is advertised and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
23. Minimum Wage Rates. It will include, in all contracts in excess of \$2,000 for work on projects for airport development approved under this title which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
24. Veterans Preference. It shall include, in all contracts for work under project-grants for airport development which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
25. Audits and Recordkeeping Requirements. It shall keep such records as the Secretary may prescribe, including records which fully disclose the amount and the disposition by the recipient of the proceeds of the grant, the total cost of the plan or program in connection with which the grant is given or used, and the amount

and nature of that portion of the cost of the plan or program supplied by other sources, and such other records as will facilitate an effective audit and it shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to grants received under this title. The Secretary may require that an appropriate audit be conducted by a recipient.

26. Audit Reports. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the plan or program in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six months following the close of the fiscal year for which the audit was made.
27. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.
28. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from funds received from this grant.
29. Airport Layout Plan. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or in any of its facilities other than in conformity with the airport layout plan as so approved by the Secretary if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.

30. Preserving Airport Rights and Powers. It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances herein without the written approval of the Secretary, and will act to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
31. Construction Accomplishment. It will execute the project in accordance with plans, specifications, and schedules as approved by the Secretary, and incorporated herein, or with modifications similarly approved, and will provide and maintain competent technical supervision at the construction site to assure that completed work conforms with the approved plans and specifications.
32. Planning Projects. In carrying out planning projects, that:
- a. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - b. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a planning grant provided by the Secretary.
 - c. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - d. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - e. It will grant the the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - f. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - g. It understands and agrees that the Secretary approval of this project grant or the Secretary approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

10.

ADDENDUM TO PART V ASSURANCES

The following text is added to the assurances as numbered:

Add to Assurance 1. General Federal Requirements, under

Federal Legislation:

"p. Powerplant and Industrial Fuel Use Act of 1978 - Section 403."

Add to Assurance 9. Economic Nondiscrimination:

"Provided, that the Sponsor may establish such fair, equal, 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; and Provided Further, That the sponsor 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."

Add to Assurance 10. Exclusive Rights:

"It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act."

Add to Assurance 11. Airport Operation and Maintenance:

"It will operate and maintain in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for maintenance and operation, the airport and all facilities which are necessary to serve the aeronautical users of the airport other than facilities owned and controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes; provided, that nothing contained herein shall be construed to require that the airport be operated for

11.

aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; And Provided Further, That nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor. In furtherance of this covenant, the sponsor will have in effect at all times arrangements for--

- a. Operating the airport's aeronautical facilities whenever required;
- b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Add to Assurance 30. Preserving Airport Rights and Powers.

"It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer. The obligation to perform all such covenants may be assumed by another public agency found by the Secretary to be eligible under the Act to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Act, the regulations and these covenants.

Delete from Assurance 22. Construction Inspection and Approval.

" ... before the project is advertised ... "

PORT OF SEATTLE

P.O. BOX 1209 SEATTLE, WASHINGTON 98111

September 20, 1982

Mr. Jack S. Block, President
Port of Seattle Commission
P. O. Box 1209
Seattle, Washington 98111

Dear Mr. Block:

I will be unable to attend the Port Commission meeting on September 28, 1982. I consent to placing on second reading and final passage, resolutions brought before said meeting dealing with the following subjects: F.A.A. Grant Offer and Agreement (Sea-Tac International Airport) and surplus of personal property.

Please enter this consent into the official minutes of the meeting.

Sincerely,



Merle D. Adlum
Port Commissioner

gm