

#4

RESOLUTION NO. 2940

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the acceptance of F.A.A. Grant Offer and the execution of a Grant Agreement covering AIP Project No. 3-53-0062-06 dated August 9, 1984, 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 June 22, 1984, 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. 3-53-0062-06, dated August 9, 1984, by the Federal Aviation Administration to aid the Port of Seattle in the development of Sea-Tac International Airport.

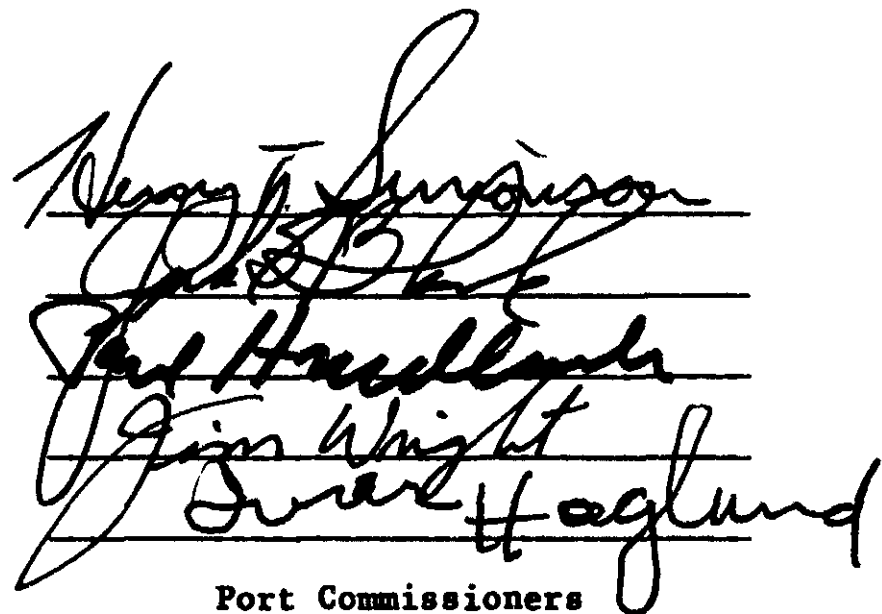
NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle:

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 triplicate 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 August 9, 1984 is attached hereto and made a part of this Resolution.

ADOPTED by the Port Commission of the Port of Seattle this 28th  
day of August, 1984, and duly authenticated in open session by  
the signatures of the Commissioners voting and the seal of the Commission.

  
George J. Ferguson  
Jack DeLoach  
Paul H. Havelock  
Jim Knight  
Earl Haglund

Port Commissioners

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1-Offer

Date of Offer 09 AUG 1984

Seattle-Tacoma International Airport

Project No. 3-53-0062-06

Contract No. DOT-FA84NM-0039

TO: 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 June 25, 1984, 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 (herein called the "Project") consisting of the following:

Acquire land (property interest satisfactory to the Administrator in  
Parcels Z-20, Z-24, Z-29, Z-75, Z-79, Z-202/203, Z-208, Z-234A, Z-235,  
Z-281, Z-301, Z-302, Z-333/749, Z-340, Z-340A, Z-341, Z-343, Z-348,  
Z-349, Z-350, Z-351, Z-352, Z-360, Z-650, Z-658, Z-659, Z-730, Z-731,  
Z-736, Z-737, Z-739, Z-748, Z-757, Z-761, J-5, J-51, J-111, J-137,  
J-138, J-147, J-148, J-1, J-2, J-3, J-4, J-6, J-7, J-8, J-9, J-10, J-11,  
J-12, J-13, J-14, J-15, J-16, J-17, J-18, J-19, J-20, J-21, J-22, J-23,  
J-24, J-25, J-26, J-27, J-28, J-29, J-30, J-31, J-32, J-33, J-34, J-35,  
J-36, J-37, J-38, J-39, J-40, J-41, J-42, J-43, J-44, J-45, J-46, J-47,  
J-48, J-49, J-50, J-52, J-152, and J-153 as shown on Exhibit "A");  
relocation of people.

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 \$ 5,991,034.00 which is comprised of:  

\$	0 for planning
\$	0 for development other than land
\$5,991,034.00	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 14, 1984, or such subsequent date as may be prescribed in writing by the FAA.

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

33. It is understood and agreed by and between the parties hereto that the STANDARD DOT TITLE VI ASSURANCES executed by Sponsor June 25, 1984, is hereby incorporated herein and made a part hereof by reference.
34. 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 June 25, 1984, 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 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.
35. 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 January 12, 1984.
36. It is understood and agreed by and between the parties hereto that until the sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to Parcels Z-20, Z-24, Z-29, Z-75, Z-79, Z-202/203, Z-208, Z-234A, Z-235, Z-281, Z-301, Z-302, Z-333/749, Z-340, Z-340A, Z-341, Z-343, Z-348, Z-349, Z-350, Z-351, Z-352, Z-360, Z-650, Z-658, Z-659, Z-730, Z-731, Z-736, Z-737, Z-739, Z-748, Z-757, Z-761, J-5, J-51, J-111, J-137, J-138, J-147, J-148, J-1, J-2, J-3, J-4, J-6, J-7, J-8, J-9, J-10, J-11, J-12, J-13, J-14, J-15, J-16, J-17, J-18, J-19, J-20, J-21, J-22, J-23, J-24, J-25, J-26, J-27, J-28, J-29, J-30, J-31, J-32, J-33, J-34, J-35, J-36, J-37, J-38, J-39, J-40, J-41, J-42, J-43, J-44, J-45, J-46, J-47, J-48, J-49, J-50, J-52, J-152, and J-153 shown on the property map attached hereto and identified as Exhibit "A", or any portion thereof for which grant payment is sought, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport, the United States, will not make nor be obligated to make any payments involving Parcels Z-20, Z-24, Z-29, Z-75, Z-79, Z-202/203, Z-208, Z-234A, Z-235, Z-281, Z-301, Z-302, Z-333/749, Z-340, Z-340A, Z-341, Z-343, Z-348, Z-349, Z-350, Z-351, Z-352, Z-360, Z-650, Z-658, Z-659, Z-730, Z-731, Z-736, Z-737, Z-739, Z-7 J-51, J-111, J-137, J-138, J-147, J-148, J-1, J-2, J-3, J-4, J-6, J-7, J-8, J-9, J-10, J-11, J-12, J-13, J-14, J-15, J-16, J-17, J-18, J-19, J-20, J-21, J-22, J-23, J-24, J-25, J-26, J-27, J-28, J-29, J-30, J-31, J-32, J-33, J-34, J-35, J-36, J-37, J-38, J-39, J-40, J-41, J-42, J-43, J-44, J-45, J-46, J-47, J-48, J-49, J-50, J-52, J-152, and J-153.

37. By its acceptance hereof the Sponsor covenants and agrees that it will clear Parcels Z-20, Z-24, Z-29, Z-75, Z-79, Z-202/203, Z-208, Z-234A, Z-235, Z-281, Z-301, Z-302, Z-333/749, Z-340, Z-340A, Z-341, Z-343, Z-348, Z-349, Z-350, Z-351, Z-352, Z-360, Z-650, Z-658, Z-659, Z-730, Z-731, Z-736, Z-737, Z-739, Z-748, Z-757, Z-761, J-5, J-51, J-111, J-137, J-138, J-147, J-148, J-1, J-2, J-3, J-4, J-6, J-7, J-8, J-9, J-10, J-11, J-12, J-13, J-14, J-15, J-16, J-17, J-18, J-19, J-20, J-21, J-22, J-23, J-24, J-25, J-26, J-27, J-28, J-29, J-30, J-31, J-32, J-33, J-34, J-35, J-36, J-37, J-38, J-39, J-40, J-41, J-42, J-43, J-44, J-45, J-46, J-47, J-48, J-49, J-50, J-52, J-152, and J-153 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.
38. Revenue from Real Property. It agrees that all net revenue produced from real property purchased in part with Federal funds in this grant shall be used on the airport for airport planning, development, or operating expenses, except that all income from real property purchased for noise compatibility purposes or for future aeronautical use as indicated on Exhibit "A" for this grant shall be used only to fund projects which would be eligible for grants under the Airport and Airway Improvement Act of 1982. Income from noise or future use property may not be used for the Sponsor's matching share of any airport grant. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
39. It agrees that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the sponsor. The Sponsor will use its best efforts to so dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceeds of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a basis proportionate to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instructions as the FAA shall issue.
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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 *George L. Buley*.....  
Title George L. Buley, Manager  
Seattle Airports District Office

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 .

Port of Seattle, Washington  
(Name of Sponsor)

(SEAL)

By.....

Title.....

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 .

By.....

Title.....