

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer JUL 2 1963

Leesburg Municipal (Godfrey) Airport

Project No. 9-44-014-0401

Contract No. FA-21-441

TO: **Town of Leesburg, Virginia**
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **March 11, 1963**, for a grant of Federal funds for a project for development of the **Leesburg Municipal (Godfrey)** Airport (herein called the "Airport"), together with plans and specifications for such 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 development of the Airport (herein called the "Project") consisting of the following-described airport development:

land acquisition, as described in condition numbered "12" appearing below; prepare site, including turfing, for runway, taxiway and apron; construct, mark and light (MRL) runway (3500' x 75'); construct and mark parallel taxiway (1,820' x 40'); construct apron (200' x 400'), perimeter fence and access road; relocate overhead power and telephone lines;

all as more particularly described in the property map attached as Exhibit "A" to the Project Application and in the plans and specifications to be approved for this project by or for the Chief, Airports Division, FAA, Eastern Region, as provided in condition numbered "13" appearing below, all of which are hereby incorporated herein and made a part hereof.

~~THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT AND THE PROJECT APPLICATION.~~

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), 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 the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, 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, ~~70 per centum of all of such costs.~~

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

1. The maximum obligation of the United States payable under this Offer shall be **\$ 200,500.00.**
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within ~~sixty (60)~~ **90** days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 550.7 and 550.8 of the Regulations of the Federal Aviation Agency (14 CFR 550) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 550.4(a) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 550.9 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 550.9(d) of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 550.9(c) of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the airport as provided in the Project Application incorporated herein and specifically covenants and agrees in accordance with its Assurance 4 in Part III of said Project Application that in its operation and the operation of all facilities thereof neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. 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 July 15, 1963, or such subsequent date as may be prescribed in writing by the FAA.
8. It is understood and agreed that each contract awarded for construction work under this project is subject to the provisions of the Work Hours Act of 1962, Public Law 87-581. It is further understood and agreed that each such contract will contain stipulations requiring the contractor or subcontractor to pay wages to all laborers and mechanics employed on the work in conformance with the provisions of the Act and that the Sponsor may withhold or cause to be withheld from the contractor or subcontractor so much of the accrued payments as may be considered necessary to pay laborers and mechanics employed by any such contractor or subcontractor on the work the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided by the Act. It is also understood and agreed that, in the event of failure of any contractor or subcontractor to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the FAA may, after written notice to the Sponsor, withhold from the Sponsor so much of the accrued payments or advances representing unpaid wages and liquidated damages.
9. It is understood and agreed that the following is substituted for the provisions of Paragraph 3, Part III, Sponsor's Assurances of the said Project Application: (The Sponsor will not grant or permit any exclusive right for the use of the airport forbidden by Section 308 of the Federal Aviation Act of 1958 and will otherwise comply with all applicable laws, and with the policies of the Federal Aviation Agency with respect to the conduct of aeronautical activities on the airport as set forth in the statement of policy published in the Federal Register of July 25, 1962, (27 F.R. 7054). In furtherance of this covenant (but without limiting its general applicability and effect) the Sponsor specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation, the exclusive right for the conduct of any aeronautical activity on the airport, 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 activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity: Provided, that the Sponsor may grant such exclusive right that is permitted under any surplus property instrument of transfer pursuant to which surplus property was conveyed to the Sponsor by the United States pursuant to the Surplus Property Act of 1944, (61 Stat. 678), as amended.

10. It is recognized by the parties hereto that on February 11, 1963, Part 550 of the Regulations of the Federal Aviation Agency (14 CFR 550) was deleted and superseded by Part 151 of the Federal Aviation Regulations (27 FR 12348). Therefore, it is understood and agreed the Paragraphs 2(b), 3 and 4 of this Grant Agreement are hereby deleted and the following Paragraphs 2(b), 3 and 4 are substituted in their place and stead:

"2(b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, as amended, and Sections 151.45, 151.47, 151.49, 151.51, 151.53 and 151.55, of the Federal Aviation Regulations (27 FR 12348) in effect as of the date of acceptance of this Offer; which Regulations are hereafter referred to as the 'Regulations';"

"3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41(b) of the Regulations."

"4. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57, 151.59, 151.61 and 151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determinations as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment."

11. It is understood and agreed that the Federal Government does not now plan or contemplate the construction of space or facilities for any of the activities specified in paragraph 9 of Part III - Sponsors Assurances - of the Project Application dated March 11, 1963, and that the FAA will not request and the Sponsor will not become obligated to furnish, under this Grant Agreement, any areas of land or water, or estate therein, or rights in buildings of the Sponsor for such construction.
12. The land acquisition referred to in the project description, appearing in the second "WHEREAS" clause on page 1 of this Grant Offer, shall consist of:
 - a) fee simple title, free from exceptions, encumbrances and adverse interests objectionable to the FAA, in and to Area 1 as shown on the property map attached as Exhibit "A" to the Project Application, and
 - b) property interests in Area 2 and Area 3, as shown on such property map, giving the Sponsor enough control to clear such areas of all obstructions (objects so far as they project above the approach surface established by Technical Standard Order N-18) and to prevent the creation of future obstructions, together with rights of entrance and exit for those purposes, to assure the safe and unrestricted passage of aircraft in and over such areas.
13. The Sponsor covenants and agrees to acquire, without Federal aid and before making application for a final Grant Payment under this Project, property interests in Area 4, as shown on the said property map, giving the Sponsor sufficient control of such Area, including rights of entrance and exit, to take any action necessary to prevent
 - a) the erection in such area of any permanent man-made structures and the continued existence of any objects of natural growth which, in the opinion of the Sponsor, interfere or might interfere with the development and operation of the airport, and
 - b) the projection of objects of natural growth above an imaginary inclined surface, overlying such Area 4, the easterly boundary of which is a line having elevations equal to those of the runway centerline measured perpendicularly to the centerline, including the runway centerline extended 200 feet beyond each end of the runway, at which points the boundary of the imaginary surface shall be at the same elevation as the corresponding runway end, and extending upward and westerly therefrom at the rate of one foot of vertical height for each seven feet of horizontal distance measured at right angles to the said easterly boundary.

14. It is understood and agreed that, prior to the start of work, the Sponsor will submit to and obtain approval by the FAA of:
 - a) final plans and specifications for all work items, except the relocation of overhead power and telephone lines (such submission to be made on or before July 30, 1963) and
 - b) plans, cost estimate and proposed contract with the utility company for the relocation of power and telephone lines,that the relocation of such utility lines will be completed prior to the start of grading in the area of such relocation and that the United States will not make nor be obligated to make any payment for any work item unless such documents, relating thereto, have been so submitted and approved.
15. The Sponsor covenants and agrees, with respect to the clear zones shown on the airport Master Plan layout approved on June 13, 1963, by the Chief, Airports Division, FAA, Eastern Region, and on future revisions of such plan, if any, that the Sponsor will maintain the land in such clear zones as to which the Sponsor holds fee simple title, free and clear of all structures, except those required as aids to air navigation, unless otherwise authorized by the FAA.
16. The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an agency relationship between the Town of Leesburg, Virginia as Principal, and the State Corporation Commission, State of Virginia, as Agent, created by an Agency Agreement dated January 14, 1963, pursuant to Section 3775KK of the Code of Virginia of 1942, as amended, which said Agency Agreement is attached hereto and made a part hereof, and the Sponsor does hereby covenant that such Agency Agreement will not be amended, modified or terminated without the prior written approval of 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 herein after provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

By *[Signature]*
(TITLE)

Acting Assistant Administrator Eastern Region

Part II-Acceptance

The **Town of Leesburg, Virginia** 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 **63** ..

Town of Leesburg, Virginia
(Name of Sponsor)

By _____
Title **Town Manager**

(SEAL)

Attest:

Title: **Town Clerk**

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **George M. Martia**, acting as Attorney for **Town of Leesburg, Virginia**, (herein referred to as 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 **Virginia**, 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 **Leesburg, Virginia** this _____ day of _____, 19**63**

Title **Town Attorney**

PROJECT APPLICATION

(For Federal Aid for Development of Public Airports)

Part I-PROJECT INFORMATION

The Town of Leesburg, Virginia (herein called the "Sponsor") hereby makes application to the Federal Aviation Agency (hereinafter called the "FAA"), for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the Leesburg Municipal (Godfrey) Airport (herein called the "Airport") located in London County State of Virginia

It is proposed that the Project consist of the following-described airport development:

Land Acquisition and Clear Zone Easements or Zoning; Runway (3,000' x 100'); Taxiways and Apron Paving; Runway Lighting (MRL); Runway and Taxiway Marking; Boundary Fencing; Graded Area Turfing; and Access Road.

Item	Quantity	Unit	Estimated Cost	Source
Land Acquisition	100	Acres	\$1,000,000	Federal
Clear Zone Easements or Zoning	100	Acres	\$500,000	Federal
Runway	1	3,000' x 100'	\$1,500,000	Federal
Taxiways and Apron Paving	1	100' x 100'	\$500,000	Federal
Runway Lighting (MRL)	1	3,000' x 100'	\$1,000,000	Federal
Runway and Taxiway Marking	1	3,000' x 100'	\$500,000	Federal
Boundary Fencing	1	3,000' x 100'	\$500,000	Federal
Graded Area Turfing	1	3,000' x 100'	\$500,000	Federal
Access Road	1	100' x 100'	\$500,000	Federal

all as more particularly described on the property map attached (hereto as Exhibit "A")* (as Exhibit "A" to Project Application dated ~~October 1, 1962~~ for Project No. ~~62-1000~~), and in the plans and specifications submitted to the FAA on April, 1963 which are made a part hereof.

*Strike out the inappropriate clause.
Form FAA-1624(1-62) OBSOLETE PREVIOUS EDITION