D O T sealU.S. Department of Transportation

**Federal Aviation Administration**

# Application for Airport Surplus Property by [*Insert Applicant Name*] Pursuant to 49 U.S.C. §§ 47151-47153

APPLICATION is hereby made to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (a department, agency, or instrumentality of the Executive Branch of the United States Government or a wholly owned Government corporation)[[1]](#footnote-2) (sometimes referred to hereinafter as the Government) by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (a State, political subdivision of a State, or tax-supported organization), a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ established under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (or Commonwealth of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) ("Applicant")[[2]](#footnote-3) for transfer to it, pursuant to 49 U.S.C. § 47151(a) and upon the terms and conditions herein set forth, of surplus property consisting of portions of the installation generally known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*installation name*] located in or near \_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (or Commonwealth of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), as more particularly described in Schedule A to this Application and shown on Schedule B hereto, including certain related personal property described in Schedule C hereto. All real and personal property identified in Schedules A, B and C is referred to as the "Airport" hereinafter.

TERMS AND CONDITIONS

1. ENTIRE AGREEMENT. This Application and its acceptance by the Government, and, if applicable, the related lease agreement attached hereto as Schedule D ("Related Lease")to be executed contemporaneously with the Application, shall constitute the entire agreement between the Applicant and the Government unless modified in writing and signed by both parties.

2. COVENANT AGAINST CONTINGENT FEES. The Applicant warrants that no person or selling agency has been employed or retained to solicit or secure acceptance of this Application upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide agencies maintained by the Applicant for the purpose of doing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability, or in its discretion, to require Applicant to pay to it the full amount of such commission, percentage, brokerage, or contingent fee.

3. CONDITION OF THE AIRPORT. Except as otherwise expressly stated in Sections 5 and 6 below, it is understood and agreed that the Airport will be transferred "as is" and "where is," without any warranty or guarantee, expressed or implied, of any kind or nature, except as otherwise expressly stated in Sections 5 and 6 below, and that the Government shall not be responsible for any liability to the Applicant or third person arising from such condition of the property.

4. INSPECTION. The failure of Applicant to fully inspect the Airport or to be fully informed as to the condition thereof will not constitute grounds for any noncompliance with the terms of this Application if accepted by the Government.

5. CONTRACT FOR THE TRANSFER OF THE AIRPORT. It is the intent of the Applicant and the Government that this Application, when accepted by the Government, will constitute a contract for the transfer of the Airport to the Applicant, setting forth terms and conditions to be included in the deed effecting the final disposition of the Airport. Upon compliance with the requirements of Section 120(h) of the Comprehensive, Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9620, as amended, and other legal and policy requirements, the Government will, by one or more quitclaim deeds incorporating the applicable terms and conditions of this Application and any other reservations, restrictions, easements, and exceptions required by law or pursuant to this Application, convey to the Applicant all of its rights, title and interest in and to the Airport, and the Applicant will accept the conveyance or conveyances**.**

6. DEED COVENANTS AND CONDITIONS. The deed or deeds conveying the Airport to the Applicant shall be in a form satisfactory to the Government and the Federal Aviation Administration ("FAA"), without warranty, expressed or implied, except that any deed conveying real property on which hazardous substances were stored for one year or more, known to have been released, or disposed of, shall contain, as covenants running with the land and binding on the Government, the covenants required by 42 U.S.C. § 9620(h)(3) and (h)(4) as described in, respectively, subsection 6.A(1) and 6.A(2) below. The deed or deeds also shall contain covenants running with the land which require the observance by the Applicant of the reservations, restrictions, and conditions contained below in Sections 6.B to 6.O inclusive, except that the provisions of subsections 6.B(1) and 6.B(2) shall be included in the deed or deeds as conditions subsequent rather than as covenants. [*Insert next two sentences as needed*] Following completion of any required remedial or corrective actions, the Government shall grant the deferred covenant under 42 U.S.C 9620 (h)(3)(A)(ii)(II). The deed or deeds shall contain covenants requiring the Applicant to enter into an Administrative Agreement and Order on Consent ("Third Party Consent Order") with the Environmental Protection Agency ("EPA") acceptable to the Government.

A. Information and Covenants Pursuant to 42 U.S.C. § 9620(h)

(1) 42 U.S.C. § 9620(h)(4). If any hazardous substance was stored for one year or more, known to have been released, or disposed of, on the real property, each deed entered into for the transfer of such property by the Government to any other person or entity shall contain, pursuant to 42 U.S.C. § 9620(h)(3), the following:

(a) To the extent such information is available on the basis of a complete search of the Government’s files, (i) a notice of the type and quantity of such hazardous substances; (ii) notice of the time at which such storage, release, or disposal took place; and (iii) a description of the remedial action taken, if any; and

(b) If the Applicant is not a potentially responsible party with respect to the real property, a covenant warranting that (i) all remedial action necessary to protect human health and the environment with respect to any such substance remaining on the property has been taken before the date of such transfer, and (ii) any additional remedial action found to be necessary after the date of such transfer shall be conducted by the Government.

(c) A clause granting the Government access to the property in any case in which remedial action or corrective action is found to be necessary after the date of such transfer**.**

(2) 42 U.S.C. § 9620(h)(4). The Government has identified the herein described tracts of land as real property on which no hazardous substances and no petroleum products or their derivatives were stored for one year or more, known to have been released, or disposed of. The Government covenants and warrants that in the event that any response action or corrective action is found to be necessary after the date of conveyance, such response or corrective action shall be conducted by the Government.

(a) The Government reserves a right of access to any and all portions of the herein described tracts of land for purposes of environmental investigation or remediation. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Government. These rights shall be exercisable in any case in which a remedial action or response action or corrective action is found to be necessary after the date of conveyance of the herein described tracts of land, or such access is necessary to carry out a remedial action or response action or corrective action on adjoining property. Pursuant to this reservation, the Government and its officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the Applicant or the then owner and any authorized occupant of the property) to enter upon the herein described tracts of land and conduct investigations and surveys, to include drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities.

B. Use by the Applicant

(1) *Use as Public Airport*. Except as provided in subsection 6(B)(4) herein, the Airport shall be made available as an airport for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the Airport within the meaning of the term "exclusive right" as used in subsection 6.B(6).

(2) *Maintain in Safe and Serviceable Condition*. Except as specifically provided herein, the entire landing area, as defined by statute and applicable Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which any interest is transferred shall be maintained for the use and benefit of the public at all times in safe and serviceable condition so as to assure its efficient operation and use; provided, however, that such maintenance shall be required as to structures, improvements, facilities, and equipment only during the useful life thereof as determined by the Secretary of Transportation ("Secretary") or his or her successor in function. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities, or equipment, they may be procured by demolition of other structures, improvements, facilities, or equipment transferred as a result of this Application and located on the above-described land, which have outlived their use as Airport property in the opinion of the Secretary of Transportation or his or her successor in function. Notwithstanding any other provision of this instrument: (i) with the prior written approval of the FAA, the Applicant may close or otherwise limit use or access to any portion of the Airport that it deems appropriate if such closure or use limitation is related to Airport operating considerations or is based upon insufficient demand for such portion of the Airport; and (ii) with respect to any such portion of the Airport, the Applicant shall be under no obligation to maintain the same other then as may be required to maintain adequate public safety conditions.

(3) *Aerial Approaches and Compatible Land Use*. Insofar as it is within its power and to the extent reasonable, the Applicant shall adequately clear and protect the aerial approaches to the Airport. The Applicant will, either by the acquisition and retention of easements or other interests in or rights for the use of land airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the Applicant will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Applicant has acquired, or may hereafter acquire a property interest permitting it to so control the use made of the surface of the land.

(4) *Disposal without consent*. No property included in the Airport shall be used, leased, sold, salvaged, or disposed of by the Applicant for other than airport purposes without the written consent of the Secretary or his or her successor in function. This consent shall be granted only if the Secretary or his or her successor in function determines that the property can be used, leased, sold, salvaged, or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport (as the term “airport” is defined in 49 U.S.C. 47102(2)). The term "property" as used herein is deemed to include revenues or proceeds (including any insurance proceeds) derived from the Airport, subject to the provisions of Section 6.B(11) herein.

(5) *Public Use for All Types, Classes and Kinds of Aeronautical Use*

(a) The Applicant 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 use.

(b) 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 Applicant will insert and enforce provisions requiring the contractor to, (i) furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (ii) 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.

(c) Each fixed-based operator at the 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 and utilizing the same or similar facilities.

(d) Each air carrier using such Airport shall have the right to self-service or to use any fixed-based operator that is authorized or permitted by the Airport to serve any air carrier at such Airport.

(e) Each air carrier using such Airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant signatory or non-signatory) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such Airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any Airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

(f) The Applicant 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, repair, and fueling that it may choose to perform.

(g) In the event the Applicant itself exercises any of the rights and privileges referenced 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 Applicant under these provisions.

(h) The Applicant 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.

(i) The Applicant 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.[[3]](#footnote-4) However, FAA approval/concurrence is required before such prohibition or limitation may be implemented.

(6) *Exclusive Rights*. The Applicant will permit no exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an Airport by a single fixed-based operator shall not be construed as an exclusive right if all of the following apply:

(a) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services; and

(b) 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.

(c) The Applicant further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the Airport 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 aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded by the FAA 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 49 U.S.C. § 47107.

(7) *Operation and Maintenance*

(a) The Applicant will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the Government, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(b) In furtherance of this assurance, the Applicant will have in effect at all times arrangements for:

(i) Operating the Airport's aeronautical facilities whenever required;

(ii) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(iii) Promptly notifying airmen (via issuance of a Notice to All Airmen or "NOTAM") of any condition affecting aeronautical use of the Airport.

(c) Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operations and maintenance. Further, 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 Applicant.

(8) *Reports and Inspections*. The Applicant will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably require. A report of the airport budget will be available to the public at reasonable times and places.

(9) *Airport Layout Plan* [[4]](#footnote-5)

(a) The Applicant 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 off-site areas owned or controlled by the Applicant 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 non-aviation areas and of all existing improvements thereon. Such airport layout plans 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 Applicant will not make or permit any changes or alterations in the Airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the Airport.

(b) If a change of alteration in the Airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any Federally owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the Airport or its facilities.

(10) *Preserving Rights and Powers*

(a) The Applicant will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the conveyance without the written approval of the Secretary, and will act promptly 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.

(b) It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application without the written approval of the Secretary.

(c) The Applicant will take steps satisfactory to the Secretary to ensure that the Airport will continue to function as a public-use airport in accordance with assurances.

(d) If an arrangement is made for a management and operation of the Airport by any agency or person other than the Applicant or an employee of the Applicant, the Applicant will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance with 49 U.S.C. § 47107**,** the regulations and the terms, conditions and assurance in this application and subsequent deed that such arrangement also requires compliance therewith.

(11) *Airport Revenues*. All revenues generated by the Airport from any property

conveyed herein and any local taxes on aviation fuel established after December 30,

1987, will be expended by it 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 and substantially related to the actual air

transportation of passengers or property, or for noise mitigation purposes on or off the

Airport.

(12) *Right or Claim of Right*. If at any time it is determined by the Secretary that there is any outstanding right or claim of right in or to the airport property described herein, the existence of which creates an undue risk of interference with the operation of the Airport or the performance or compliance with covenants and conditions set forth herein, the Applicant will, to the extent practicable, acquire, extinguish, or modify such right or claim of right in a manner acceptable to the Secretary.

(13) *Other Consideration*. As part of the consideration for the transfer, the Applicant covenants and agrees for itself, its successors and assigns, that: (a) the program for or in connection with which the transfer is made will be conducted in compliance with all requirements imposed by, or pursuant to, the regulations of the United States Department of Transportation (USDOT), 49 CFR Part 21, in effect on the date of the transfer and issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended; (b) this covenant shall be subject in all respects to the provisions of said regulations; (c) the Applicant, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (d) the Government shall have the right to seek judicial enforcement of this covenant; and (e) the Applicant, its successors and assigns, will: (i) obtain from any person, including any legal entity, who, through contractual or other arrangements with the Applicant, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the service or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed on the Applicant, its successors and assigns, by this covenant; (ii) furnish the original of such agreement to the Secretary or his or her successor in function upon his or her request therefor; and that this covenant shall run with the land hereby conveyed, and shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of, the Government against the Applicant, its successors, and assigns.

C. Subject to Federal Facility Agreement [[5]](#footnote-6)

(1) The Applicant acknowledges that the Airport is subject to the terms and conditions of [*as an example*] an executed Federal Facility Agreement (FFA) entered into by United States Environmental Protection Agency ("USEPA") and the Government, the Applicant hereby agrees that, as a condition for accepting the Property from the Government, the Applicant will have to enter into a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which shall be binding on the Applicant, its successors and assigns and any subsequent transferees. Further, the Applicant recognizes that activities under the \_\_\_\_\_\_\_\_\_\_\_ must not be impeded or impaired and agrees that, should any conflict between the terms of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the provisions of the deed arise, the terms of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_will take precedence.

(2) The Applicant, its successors and assigns, shall comply with the provisions of any health or safety plan in effect under the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ during the course of any response or corrective actions undertaken on the Airport.

(3) The Government assumes no liability to the Applicant, its successors and assigns, should implementation of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (or other enforceable instrument) interfere with the use of the Airport and the Applicant, or any successor or assign, shall have no claim on account of any such interference against the Government or any officer, agent, employee or contractor thereof.[[6]](#footnote-7)

(4) The Applicant and the Government will be parties to an Environmental Services Cooperative Agreement through which actions required in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be funded by the Government.

D. Use by the Government

(1) Use by Government Aircraft. The Applicant 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 Government 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 make 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 Applicant 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 movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.[[7]](#footnote-8)

(2) National Emergency. During any national emergency declared by the President of the United States or the United States Congress, including any existing national emergency, the Government shall have the right to make exclusive or non- exclusive use and have exclusive on non-exclusive control and possession, without charge, of the Airport at which the surplus property applied for herein is located or used, as it then exists, or of such portion thereof as it may desire. however, the Government shall be responsible for the entire cost of maintaining such part of the Airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use non-exclusively or over which it may have non-exclusive control and possession. The Governmentshall also pay a fair rental for use, control or possession, exclusively or non-exclusively, of any improvements to the Airport made without Government aid and never owned by the Government.

E. Reservations to the Government

(1) *Land for Federal Facilities*. The Applicant will furnish without cost to the Government for use 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, operation, and maintenance 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 a written request from the Secretary.[[8]](#footnote-9)

(2) *Right of Access – Environmental*. The Government reserves a right of access to any and all portions of the Airport for purposes of environmental investigation or remediation. This reservation includes the right of access to and use of, the extent permitted by law, available utilities at reasonable cost to the Government, and where applicable, at the same rates common to tenants at the Airport. These rights shall be exercisable in any case in which remedial action or a response action or corrective action is necessary after the date of conveyance at the herein described tracts of land, or such access is necessary to carry out a remedial action or response action or corrective action on adjoining property. Pursuant to this reservation, the Government, USEPA, and the State of \_\_\_\_\_\_\_\_\_\_\_ and their respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the Applicant or the then owner and any authorized occupant of the property) to enter upon the herein described tracts of land and conduct investigations, tests and surveys, to include drillings, test pitting, borings, data and/or record compilation, inspections, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities. Any inspection, survey, investigation, or other remedial action, or response action, or corrective action will, to the extent practicable, be coordinated with representatives designated by the Applicant. The Applicant shall have no claim on account of such entries against the Government or any officer, agent, employee, contractor, or subcontractor thereof.

(3) *Right of Access – General*. The Government and any successor or successors in interest in or to any remaining property owned or controlled by the Government at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall have the right of access to and from such property or any portion thereof ("Other Government Lands") to the nearest public road or public way along Airport roadways open to public use and the use of the roadways described in Schedule A, in common with other users of the Airport and all necessary and convenient rights of access to such roadways from contagious parcels upon such reasonable terms and conditions as the Applicant may impose. These rights of access will consider the security of the Airport as required by 49 CFR Part 1542.

F. Miscellaneous. The Applicant does hereby release the Government, and will take whatever action may be required by the Secretary or his or her successor in function, to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damage under any lease or other agreement covering the use by the Government of the Airport, or part thereof, owned, controlled or operated by the Applicant, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used. However, no such release shall be construed as depriving the Applicant of any right it may otherwise have to receive reimbursement for the necessary rehabilitation or repair of public airports substantially damaged by any Federal agency.

G. Reservations and Restrictions

(1) In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Applicant or any subsequent transferee, whether caused by the legal inability of said Applicant or subsequent transfereeto perform any of the obligations herein set out or otherwise, the title, right of possession and all other rights transferred by this instrument to the Applicant, or any portion thereof, shall at the option of the Government revert to the Government in its then-existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Secretary or his or her successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with,or if the Applicant shall have commenced the actions necessary to bring it into compliance with such terms, conditions, reservations and restrictions in accordance with a compliance schedule approved by the Secretary or his or her successor in function, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Applicant, its transferees, successors and assigns.

(2) Any of the property included in the Airport may be successively transferred to successors and assigns of the Applicant only with the approval of the Secretary or his or her successor in function to the extent required by the provisions of Subsection 6.B(4) hereof, with the provision that any such subsequent transferee assumes all the obligations imposed herein unless released in writing therefrom by the Secretary or his or her successor in function. However, the Secretary or his or her successor in function shall have no authority to release the Applicant or any subsequent transferee from any of the provisions of the [*as an example*] the FFA or historic preservation covenant contemplated under Section 6.L.

(3) If the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservation or restrictions in question shall be construed instead merely as conditions, the breach of which the Government may exercise its option to cause the title, interest, right of possession, and all other rights transferred to the Applicant, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

H. Applicant Obligations. The Applicant shall take title subject to such rights, if any, as third persons may have in the Airport at the date of acceptance of this Application by virtue of any grant from the Government or others and shall assume all duties, obligations, and liabilities of the Government or any agency thereof thereunder and hold the same harmless from all claims arising from such transfer of title.

NOTE: This removes the Government from any of its obligations from previous grants. The application and lease contemplate a deed. The Government's intention is to dispose of the Airport in its entirety.

I. Mineral Rights. Any subsurface rights to minerals or other interest included in the real property transferred for airport purposes may not be exploited in such a way as will interfere with the efficient operation of the Airport.

NOTE: Mineral rights that are withheld by the disposal agency would be described here along with the necessary rights to exploit them. Any right to exploit minerals will nonetheless be subject to any applicable restrictions referenced in 14 CFR Part 77.[[9]](#footnote-10)

J. Government Rights. The Government reserves all right, title, and interest in and to all property of whatsoever nature not specifically transferred, together with right of removal thereof from the Airport within a reasonable time, which shall not be construed to mean any period less than one (1) year after the date of the instrument of transfer. During such period, the Government, its agents, customers, transferees, and successors shall have the right of ingress to and egress from the Airport for the purposes of using disposing of by sale or otherwise, and removing such property.

K. Payment in Cash of Taxes, Assessments, etc. The Applicant shall make payment in cash, certified check or postal money order to the Government of an amount equivalent to the pro rata amount as of the acceptance date of the Application of all taxes, assessments, and similar charges made against the property conveyed, in instances where the particular Federal agency holding the property is liable for the payment of such taxes, assessments, or charges.

L. Covenant for Preservation for Historic Property. [*Use as needed*] The Applicant hereby covenants on behalf of itself, its successors and assigns, to preserve and maintain the portion of the\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located within the Airport, in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_, State (or Commonwealth) of \_\_\_\_\_\_\_\_\_\_\_\_, more particularly described in Schedule A and shown on Schedule B ("Historic Area"), in a manner that preserves the overall character of the Historic Area in accordance with the recommended approaches in the Secretary of the Interior's *Standards for Rehabilitation*, found at 36 CFR Part 67, and the *Guidelines for Rehabilitating Historic* *Buildings* and the *Guidelines on Sustainability for Rehabilitating Historic Buildings* promulgated by the National Park Service. Taken together, these standards and guidelines are intended to preserve and enhance those qualities that make the Historic Area eligible for inclusion on the National Register of Historic Places. This covenant shall be a binding servitude upon the Historic Area and shall be deemed to run with the land. This covenant is binding on the Applicant, its successors and assigns, in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by the Applicant, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in the Historic Area, or any part thereof.

(1) No construction, alteration, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on the Historic Area that would materially affect the integrity or the appearance of the attributes described above without the prior written permission of the \_\_\_\_\_\_\_\_\_\_\_ State Historic Preservation Officer (SHPO). Should the SHPO object to the proposed treatment within \_\_\_\_\_\_\_ ( \_\_ ) days of receiving the request and cannot resolve the differences, the Applicant shall request the Advisory Council on Historic Preservation ("Council") to resolve the dispute. The Council will provide comments within \_\_\_\_ ( \_\_ ) days of receiving the request from the Applicant. The Applicant shall consider the Council's comments in reaching its decision on the treatment. The Applicant will report its decision to the Council, and if practicable, it will do so prior to initiating the treatment.

(2) Upon acquisition of any standing historic structure, the Applicant will take prompt action to secure such structures from the elements, vandalism, or arson and will take appropriate measures for emergency stabilization. The Applicant will, to the extent practicable, make every effort to retain or reuse the historic structures.

(3) Should any archeological site be discovered during any project activities, the Applicant will stop work promptly and obtain the comments of the SHPO regarding appropriate treatment of the site. The final mitigation plan shall be approved by the SHPO.

(4) The Applicant will allow the SHPO or his or her designee, at all reasonable times and upon reasonable advance notice to the Applicant, to inspect the Historic Area in order to ascertain whether the Applicant is complying with the conditions of this preservation covenant.

(5) The applicant will provide the SHPO and the Council with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of the Historic Area.

(6) Failure of the SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the SHPO of any other right or remedy or the invocation of such right or remedy at any other time.

(7) The Applicant may, with the prior written approval of the SHPO, modify for good cause any or all of the foregoing restrictions. Prior to such action, the Applicant will notify the Council of the proposed modification and allow them \_\_\_\_\_\_ ( \_\_ ) days to comment.

M. Lead-Based Paint Covenant [*Use as needed*]

(1) Prior to use of any property on the Airport for residential habitation by children under seven (7) years of age, the Applicant shall remove all lead-based paint hazards and all potential lead-based paint hazards from the property and the Applicant shall certify to the Government and the Government shall determine, through its inspection (or at its discretion, the inspection and certification of a local government official) that all lead-based paint hazards have been removed from the property in accordance with 24 CFR Part 35.

(2) The Applicant understands and agrees that the Government's inspection and finding of satisfactory performance is not intended to and does not constitute a guarantee that all lead-based paint and all potential lead-based paint hazards have been eliminated from the property and does not relieve the Applicant of the responsibility for complying with the applicable State and local lead-based paint laws and regulations.

(3) The Applicant agrees to indemnify the Government to the extent allowable under applicable law from any liability arising by reason of the Applicant’s failure to perform the obligations hereunder with respect to the elimination of immediate lead- based paint health hazards, the prohibition against the use of lead-based paint, and the Applicant’s responsibility for complying with applicable State and local lead-based paint laws and regulations.

(4) To the fullest extent permitted by law and equity, these covenants shall be binding for the benefit and in favor of, and be enforceable by, the Government and by its successors in office. The Government and its successors in office shall be entitled to institute legal action to enforce specific performance of these covenants, to enjoin acts that violate these covenants, and to exercise any other legal or equitable right or remedy necessary to enforce the same.

(5) If the Applicant fails to comply with subparagraph (1) above, the Government will not exercise the rights reserved in Subparagraph (4) above if any lender secured by the property gives written notice to the Government that it intends to complete the required rehabilitation and completes such rehabilitation within thirty (30) days from the date of the notice or within such longer period as the Government may approve in writing.

N. Covenant for Protection of Wetlands. [*Use as needed*] Certain portions of the Airport are jurisdictional wetlands as determined by the Army Corps of Engineers. All construction on those portions of the Airport must comply with requirements contained in 33 CFR Parts 320-330, as amended, and any other applicable Federal, State, or local wetlands regulations.

O. No Release from Liability Under Environmental Laws. No provision herein shall be construed to require the Applicant to release the Government from any liability incurred under Federal or state environmental laws for any act or omission of the Government, or its officers, agents, or employees, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_`1\_\_\_, or indemnify or hold the Government harmless from any claim which may arise therefrom.

7. NPDES PERMITS. [*Use as needed*] The Government will transfer any associated National Pollutant Discharge Elimination System (NPDES) permits as listed on Schedule F. For those permits required by the Applicant but transferred to another grantee, the Government shall require that grantee to permit the Applicant to use the permit for the Applicant’s discharges.

8. AIR CREDITS. [*Used if the airport is located in a non-attainment area*]. The Government shall transfer the air credits listed on Schedule G with the property on Schedule A to the Applicant. The Applicant is responsible for obtaining any additional air credits that are deemed necessary by the FAA to operate the property as an airport.

9. NOTICE OF HAZARDOUS SUBSTANCES. Schedule E, provided by the Government, contains a notice of hazardous substances that have been stored for one year or more, or known to have been released, or disposed of, on certain portions of the real property, and the date(s) that such storage, release, or disposal occurred as required by 42 U.S.C. 9620(h)(1). This notice must comply with 40 CFR Part 373, including the requirement that the following statement be prominently displayed:

**The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. § 9620(h)**

a. Relatedly, the deed or deeds conveying the Airport to the Applicant will contain the covenant set out in Section 6.M to insure that the lead-based paint poisoning prevention requirements imposed by 24 CFR Part 35 are met for any use of the property for residential habitation by children under seven (7) years of age.

10. PRESENCE OF ASBESTOS. [*Use as needed*] The Airport is improved with buildings and facilities and equipment that may contain asbestos-containing materials (ACM). The \_\_\_\_\_\_\_\_\_\_\_\_\_\_ discloses the condition and location of any asbestos-containing materials.

a. The Applicant is warned that the Airport contains ACM. Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard, and building construction workplaces has been associated with asbestos-related diseases. Both

the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos due to the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers that can result in disability or death.

b. The Applicant is invited, urged, and cautioned to inspect the Airport prior to submitting an application. More particularly, the Applicant is invited, urged, and cautioned to inspect the Airport as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Government will assist the Applicant in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). The Applicant shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Airport, including without limitation, any asbestos hazards or concerns.

c. No warranties, either express or implied, are given with regard to the condition

of the Airport including, without limitation, whether the Airport does or does not contain asbestos or is or is not safe for a particular purpose. The failure of the Applicant to inspect or to be fully informed as to the condition of all or any portion of the Airport will not constitute grounds for any claim or demand for adjustment or withdrawal by the Applicant from the agreement formed by an Acceptance of the Application by the Government or rejection of the Government's tender of any deed pursuant to thereto.

d. The description of the Airport set forth in the Application and any other

information provided therein with respect to the Airport is based on the best information available to the Government and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the Government or any other Federal agency, shall not constitute grounds or reason for non-performance of the agreement formed by an Acceptance of the Application by the Government or any claim by the Applicant against the Government, including, without limitation, any claim for allowance, refund, deduction, or payment of any kind.

e. The Government assumes no liability for damages for personal injury, illness, disability, or death to the Applicant or to the Applicant's successors, assigns, employees, invitees, or any other person subject to the Applicant's control or direction or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Airport, whether the Applicant, its successors or assigns, has or have properly warned or failed to properly warn the individuals(s) injured.

f. The Applicant further agrees that, in its use and occupancy of the Airport, it will comply with all Federal, state, and local laws relating to asbestos, including removal.

11. PRESENCE OF LEAD. [*Use as needed*]. The Applicant is informed that the property includes improvements that are duly presumed to contain lead-based paint because they are thought or known to have been constructed before 1978. The hazards of lead-based paint are often presented in dust, paint chips, or surfaces upon which lead-based paint has been applied. High concentrations of lead in the body can damage the brain, nervous system, kidneys, or hearing, affect learning and coordination, cause behavioral problems, blindness, and even death, and cause problems in pregnancy and fetal development. Lead is especially hazardous to children less than seven (7) years of age.

a. The Applicant is invited, urged, and cautioned to inspect the property prior to its conveyance. More particularly, the Applicant is invited, urged, and cautioned to inspect the subject property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Government will assist the Applicant in obtaining any authorization that may be required in order to carry out any such inspection. The Applicant shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any lead-based paint hazards or concerns.

b. The deed or deeds conveying the Airport to the Applicant will contain the covenant set out in Section 6.M to insure that the lead-based paint poisoning prevention requirements imposed by 24 CFR Part 35 are met for any use of the property for residential habitation by children under seven (7) years of age.

12. RISK OF LOSS. From the time the Government gives Notice of Acceptance of the Application, the Applicant shall bear all risks and shall bear any and all losses sustained by reason of damage or injuries that may be suffered by the airport property and shall bear any and all losses associated therewith. Notwithstanding any such losses or damage, each and all of the provisions of the agreement formed by acceptance of this Application shall remain unimpaired and in full force and effect.

**Section 13 below: Incorporate when a long-term interim lease is used during a period of environmental cleanup.**

13. CONDITIONS OF POSSESSION PRIOR TO CONVEYANCE. Upon receipt of the Notice of Acceptance of the Application by the Government, the Applicant may, upon notification to, and approval of, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the FAA, and execution of the Related Lease, immediately enter into possession of the Airport and use, operate, and maintain the same subject to, and in accordance with such terms and conditions herein and the Related Lease. In addition, for the period prior to final disposition of the Airport by deed conveying legal title to the Applicant, the exercise of the right of immediate possession shall be subject to and in accordance with the additional provisions and conditions contained in Section 13a to 13g inclusive. In the event of any inconsistency between the provisions of Subsection 13b thru 13f below and any provisions of the Related Lease, the provisions of the Related Lease will control. In the event of any conflict between the provisions of this section and applicable FAA regulations, the applicable FAA regulations shall control.

a. Applicant Shall Comply with all Pertinent Rules, etc. The operation of the Airport shall be subject to such regulations as may be prescribed by the Secretary or his or her successor in function from time to time, and the Applicant shall comply with all pertinent laws, ordinances, rules, orders, or other applicable regulations and shall, to the extent permitted by applicable law, indemnify and hold the Government harmless from any liability or penalty which may be imposed by reason of any asserted violation thereof by the Applicant.

b. Limitation on Major Structural Changes. The Applicant shall not make, permit, or suffer any additions, improvements, or alterations to the Airport (including any associated liens) that constitute any major structural change or changes unless such change or changes are consistent with an approved ALP or other enforceable instrument related to environmental remediation

c. Right of Inspection. The Government and the FAA, or the designated representatives of either of them, shall have the right to inspect the Airport at all times upon reasonable notice.

d. Claim of Damages. The Applicant agrees to maintain, indemnify, and save harmless the Government to the extent allowable under applicable law against and from any and all claims for damages which may arise from or in connection with the privileges herein granted, excepting claims for injuries or death to persons caused by the gross negligence or willful misconduct of officers, employees, or agents of the Governmentwithout contributory fault on the part of any person, firm or corporation.

e. Payment of Charges Due. The Applicant shall assume responsibility for the payment of all taxes and assessments and public utility charges becoming due on the property from the date of its entering into possession of the Airport.

f. Violation or Neglect of Contract. If the Applicant violates or neglects to perform any of the terms or conditions of the agreement formed by the acceptance of its Application, it will, if required by the Government, vacate the Airport, remove all property of the Applicant therefrom and restore the land, improvements, facilities, and equipment included herein to as good condition on such date of expiration or relinquishment as when received, ordinary wear and tear excepted. If the Applicant shall fail or neglect to remove said property and to restore the land, improvements, facilities, and equipment included herein, then, at the option of the Government, said property shall either become the property of the Governmen~~t~~ without compensation therefore, or the Government may cause the property to be removed and the land, improvements, facilities, and equipment included herein to be so restored at the expense of the Applicant and no claim for damage against the Government or its officers, employees, or agents shall be created by or made on account of such removal and restoration.

g. When Government Property is Unaccounted For. If, upon removal of the Applicant from the Airport prior to its acceptance of delivery of the instruments of transfer conveying title to the Airport, any property, real or personal (other than unsalable supplies and maintenance materials), of the Government is unaccounted for, the Applicant shall make replacement to the satisfaction of the Secretary or his or her successor in function, or in lieu of such replacement, the Applicant shall, if so required by the Secretary or his or her successor in function, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government or any of its agencies.

**Section 13 below: Incorporate when no long-term lease exists and the disposal agency intends to grant the airport sponsor possession while the conveyance documents are being prepared.**

13. CONDITIONS OF POSSESSION PRIOR TO CONVEYANCE. From the time the Government is given Notice of Acceptance of the Application, the Applicant shall bear all risks and shall bear any and all losses sustained by reason of damage or injuries that may be suffered by the airport property. Notwithstanding such losses, damage, or injuries, each and all of the provisions of the agreement formed by acceptance of the Applicant shall remain unimpaired and in full force and effect.

14. NO RELEASE FROM LIABILITY UNDER ENVIRONMENTAL LAWS. No provision herein shall be construed to require the Applicant to release the Government from any liability it may have incurred under Federal or state environmental laws for any act or omission of the Government, or its officers, agents, or employees or to indemnify or hold the Government harmless from any claim which may arise therefrom.

**Section 15 below: Incorporate when a long-term lease is contemplated.**

15. ENTRY INTO POSSESSION OF THE AIRPORT. The Applicant agrees to enter into possession of the Airport or such portions thereof as described in Schedule A and C and shown on Schedule B under the provisions and conditions of possession set out above in Section 13 and other sections of the Application and other provisions and conditions agreed upon by the Applicant and the Government in the Related Lease as soon after acceptance of its Application as practicable but not later than sixty (60) days thereafter.

**Section 15 below: Incorporate when no long-term lease exists and the disposal agency intends to grant the airport sponsor possession while the conveyance documents are being prepared.**

15. ENTRY INTO POSSESSION OF THE AIRPORT. The successful Applicant agrees to perform all acts necessary or desirable to enable it to enter into possession of the property within 120 days after acceptance of this application by the Government. Time shall be of the essence in the agreement formed by such acceptance.

16. ASSIGNMENT BY DISPOSAL AGENCY. The disposal agency identified herein may assign or transfer its right, title, and interest in the agreement formed by its acceptance of the Application to any other branch or agency of the Government, and upon such assignment to transfer, such branch or agency shall succeed to all the rights, powers, privileges, immunities, duties, and obligations of the disposal agency named herein and said disposal agency shall cease to have any duties or obligations hereunder.

17. NO ASSIGNMENT BY APPLICANT. Neither the agreement formed by acceptance of the Application nor any interest therein shall be assigned or transferred by the Applicant to any other party.

18. OFFICIAL NOT TO BENEFIT. No member of, or delegate, to Congress or Resident Commissioner shall be admitted to any share or part of the agreement formed by the acceptance of this Application or to any benefit to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the agreement formed by the acceptance of this Application is for the general benefit of such corporation or company.

19. SCHEDULES. Schedules are attached to, and made a part of, the Application, as follows:

Schedule A -Legal Description of Real Property

Schedule B -Airport Layout Plan

Schedule C -Description of Personal Property

Schedule D - Related Lease

Schedule E – CERCLA Notice

Schedule F - NPDES Permits

Schedule G - Air Credits

Dated this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ .

**NAME OF APPLICANT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Name:

Title:

Address:

**ACCEPTANCE BY THE GOVERNMENT**

Accepted by, and on behalf of, the United States of America this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

**UNITED STATES OF AMERICA**

**[Name of Disposal Agency]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Generally refers to Federal agencies that routinely dispose of surplus real property. *See* 49 U.S.C. § 47151(a). [↑](#footnote-ref-2)
2. Regarding grant assurances, the term “Applicant” is substituted for "Airport Sponsor" throughout this application. [↑](#footnote-ref-3)
3. Pursuant to 49 U.S.C. § 47152(6), the Government is nevertheless entitled to the non-exclusive use of an airport’s landing area. The term “landing area” is defined under 49 U.S.C. § 40102(28). [↑](#footnote-ref-4)
4. Airport sponsors are required by grant assurance to maintain a current Airport Layout Plan (ALP). The ALP is the basic document used by the FAA to ensure that the airport and planned improvements meet FAA standards governing airspace, protection of navigational aids, and obstructions to aircraft in the vicinity of an airport. An ALP also permits the FAA to plan for grants at airports included in the National Plan of Integrated Airport Systems. [↑](#footnote-ref-5)
5. Use as needed. This section may apply when other enforceable instruments have been negotiated between the disposal agency and USEPA (and/or state regulatory authorities) under CERCLA, the Resource Conservation and Recovery Act (RCRA), 42 USC §§ 6901 – 6992k, as amended, or other applicable statute. [↑](#footnote-ref-6)
6. This specific clause is required when used in relation to a former United States Air Force installation. [↑](#footnote-ref-7)
7. This represents the current language for Grant Assurance 27 (http://www.faa.gov/airports/aip/grant\_assurances/). [↑](#footnote-ref-8)
8. For land conveyed by the Government at no cost to an Airport Sponsor, the Airport Sponsor agrees to provide facilities related to air traffic control, navigation, and weather reporting at no cost to the Government. These types of activities support and enhance aviation use of the airfield. This would not apply to facilities constructed solely at the expense of the airport sponsor. [↑](#footnote-ref-9)
9. Mineral rights are important to the FAA for two reasons. First, the possibility of income would help the airport remain financially sound. Second, the extraction of minerals could pose a hazard to aviation operations at or near an airport. [↑](#footnote-ref-10)