CITY OF BOULDER
CITY COUNCIL AGENDA ITEM

MEETING DATE: August 8, 2024

AGENDA TITLE

Consideration of a motion to authorize the city attorney to initiate and pursue litigation against the United States of America, the Federal Aviation Administration ("FAA"), and Michael G. Whitaker in his official capacity as Administrator of the FAA, to obtain a judicial determination of the duration of the city's obligation to continue operating the Boulder Municipal Airport.

EXECUTIVE SUMMARY

The city is considering the potential closure and redevelopment of Boulder Municipal Airport. The FAA has asserted that the city's acceptance of three prior federal grants obligate the city to operate the airport in perpetuity. In order to obtain a judicial determination of the city's rights and obligations as owner of the airport property, the city attorney has caused the filing of a lawsuit in federal court to quiet title the airport property and to obtain related relief.

Pursuant to B.R.C. § 2-2-14(c), the city attorney may initiate litigation when exigent circumstances exist, and "[a]s soon after initiating such an action as possible, the city attorney shall seek the authorization of the city council or city manager."

The city manager and city attorney both recommend approval of the lawsuit filed.

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motion:

Motion to authorize the city attorney to initiate and pursue litigation against the United States of America, the Federal Aviation Administration, and Michael G. Whitaker in his official capacity as Administrator of the Federal Aviation Administration, to obtain a judicial determination of the duration of the city's obligation to continue operating the Boulder Municipal Airport.

COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS

- **Economic** – The airport property constitutes a valuable asset of the city, and the lawsuit should result in a judicial determination whether the city must operate the airport in perpetuity or may choose to decommission the airport and redevelop the property after the most recent grant agreement expires in May 2040.
- **Environmental** – The potential closure of the airport may mitigate environmental concerns arising from current airport operations.
- **Social** – The airport currently serves a relatively limited population of aircraft owners and operators. The lawsuit could result in a determination that the city is free to consider other uses for the property in the future that could benefit a wider cross-section of the community.

OTHER IMPACTS

- **Fiscal** – While the course of litigation is difficult to predict, the cost of this litigation is estimated to be $500,000 - $750,000, not inclusive of any potential appeals or related proceedings that may be initiated by the FAA.
- **Staff time** – The suit is not expected to consume a great deal of staff time as it primarily presents legal questions, should not involve extensive discovery, and is being handled by outside counsel who are supervised by the city attorney.

RESPONSES TO QUESTIONS FROM COUNCIL AGENDA COMMITTEE

None.

BOARD AND COMMISSION FEEDBACK

None.

PUBLIC FEEDBACK

None.

BACKGROUND

The city has been engaged in a conversation about the future of the Boulder Municipal Airport site. One option considered has been the lawful decommissioning of the airport when the city's obligation to operate the airport under the terms of grant assurances it made in connection with federal grants expires. The FAA has taken the position that the City is obligated by the terms of previous federal grants to operate the airport in perpetuity and thus may never decommission its municipal airport without the FAA's approval. The city's position is that it is obligated to operate the airport only through May 21, 2040, twenty years after it accepted the last federal grant that contained an assurance that the city would operate the airport for that period of time. The city manager has elected for the time being not to seek additional federal grants that could extend the city's obligation to operate the airport beyond 2040. Through the lawsuit filed in federal court, the city seeks a judicial determination of its rights in the real property comprising the airport and whether it may lawfully close the airport when its most recent grant assurance expires in 2040.

ANALYSIS

The city attorney has determined that the pending federal lawsuit is the best way to resolve the dispute with the FAA over the duration of the city's obligation to operate the airport. Pursuant to B.R.C. § 2-2-14(c), city council or the city manager must approve the city attorney's decision to initiate litigation.

NEXT STEPS

None at this time.

ATTACHMENT

Attachment A – Complaint *City of Boulder v. United States of America, et al*., United States District Court, District of Colorado Case No. 1:24-cv-02057-NYW-MEH.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 24-2057

CITY OF BOULDER, a home rule municipality established
under the Constitution and laws of the State of Colorado,

Plaintiff,

v.

UNITED STATES OF AMERICA,
the FEDERAL AVIATION ADMINISTRATION, an agency of
the U.S. Department of Transportation, and
MICHAEL G. WHITAKER, in his official capacity as
Administrator of the Federal Aviation Administration,

Defendants.

COMPLAINT

Plaintiff City of Boulder (the "City"), by and though its undersigned attorneys, bring this action against Defendants United States of America, the Federal Aviation Administration (the "FAA"), and Michael G. Whitaker, Administrator of the FAA, in his official capacity.

NATURE OF THE ACTION

1. In response to a dwindling supply of affordable housing, mounting concern regarding noise and other environmental impacts associated with aircraft operations at the Boulder Municipal Airport (the "Airport"), and potential liability arising from its ownership and operation of the Airport, the City is considering the closure and redevelopment of the Airport.

2. Like many public airports, the City has previously accepted grants from the FAA to maintain the Airport, and the terms of such grant agreements generally obligate the City to keep the Airport open as an airport for a maximum term of 20 years.

3. Accordingly, the City has stopped accepting grants – and has elected to carry the considerable cost of operating the Airport on its own – in order that it may lawfully close the Airport when its most recent grant agreement expires in 2040.[1]

4. But the FAA claims that because three prior grants – all accepted between 30 and 65 years ago – were for the acquisition of real property, the City is obligated to operate the Airport *in perpetuity*, unless the FAA – and only the FAA – says otherwise.

5. The FAA's position is not only inconsistent with the express terms of its grant agreements with the City but is also an unconstitutional overreach – in violation of the separation of powers doctrine, the Spending Clause, and the Fifth and Tenth Amendments – that wrests from the City its ability to provide for the public health, safety, and welfare of its citizens, and clouds the City's fee simple title to the property comprising the Airport. Declaratory and injunctive relief from this Court is required to permit the City to dispose of the Airport as it deems appropriate.

PARTIES

Plaintiff

6. The City is a home rule municipality established under the Constitution and laws of the State of Colorado and is located in Boulder County, Colorado. The City is the owner and

[1] The City previously reported that its most recent grant agreement would expire in 2041. However, as discussed below, its most recent grant under the Airport Improvement Program was accepted in May 2020. The 2021 grant agreement executed under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act did not operate to extend the City's grant assurance obligations.

operator of the Airport and the "legal sponsor" for purposes of receiving federal assistance from the FAA under the FAA's Airport Improvement Program ("AIP").

Defendants

7. Defendant United States of America is a sovereign nation established under the Constitution of the United States and has claimed an interest in the property comprising the Airport through its agencies and officers, including the FAA.

8. Defendant FAA is the agency of the United States responsible for the oversight of airports and the administration of the AIP, as well as certain other grants-in-aid programs previously established by the FAA and its predecessor agencies.

9. Defendant Michael G. Whitaker is the Administrator of the FAA, named in his official capacity. The Administrator is responsible for administering the AIP, including through delegated authority from the U.S. Secretary of Transportation.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over the claims asserted in the First Claim for Relief pursuant to the provisions of 28 U.S.C. § 1346(f) and the Quiet Title Act, 28 U.S.C. § 2409a, under which the United States has waived sovereign immunity with respect to such claims seeking adjudication of title to real property in which the United States has claimed an interest.

11. This Court has subject matter jurisdiction over the claims asserted in the Second though Fifth Claims for Relief pursuant to the provisions of 28 U.S.C. § 1331, as the claims arise under the Constitution and laws of the United States.

12. To the extent that any of the claims or allegations asserted herein arise under the laws of the State of Colorado, this Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) because such claims form part of the same case or controversy.

13. This Court may issue declaratory relief pursuant to 28 U.S.C. § 2201(a).

14. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(e), in that Defendant FAA is an agency of the United States which maintains an office within this District, a substantial part of the events or omissions giving rise to this action occurred in this District, and all of the property that is the subject of this action is located in this District.

15. The City has standing because it is the fee simple owner of the property comprising the Airport in which the FAA claims a perpetual interest, and because the FAA's asserted interest intrudes on the City's sovereign authority to regulate the use of land and dispose of its property. The City has elected to forego any further federal grant funds and to bear the substantial expense of maintaining the Airport in accordance with its federal obligations on its own, in order that it may choose to close and redevelop the Airport, with or without the FAA's permission, when its most recent grant agreement expires in 2040.

16. Declaratory and injunctive relief would redress the City's injuries by enabling it to exercise its sovereign authority without federal interference and by confirming the City's authority to close and dispose of the Airport when its most recent grant agreement with the FAA expires.

FACTUAL BACKGROUND

17. The Airport was initially developed in the 1920s as a small, dirt landing strip known as "Hayden Field" by the Silver Wing Aircraft Company.

18. In 1943, the City purchased approximately 36 acres of the property comprising Hayden Field and renamed it the Boulder Municipal Airport.

19. Beginning in 1958, the City sought to improve the Airport by lengthening the runway and acquiring additional property to expand the Airport's facilities. The City applied for and obtained a grant from the Civil Aeronautics Administration, a predecessor agency to the FAA, under the Federal Aid to Airports Program ("FAAP") to acquire property identified as "Parcel A," as well as "clear zone easements" on each end of the Airport's runway (the "1959 Grant Agreement," attached as Exhibit 1).

20. The City acquired "Parcel A" in fee simple in 1959 for $5,000 (Exhibit 2).

21. The City acquired the "clear zone easements" by order of condemnation dated March 27, 1963 (Exhibit 3). The City paid a total of $1,000 in just compensation. The eastern clear zone easement was later extinguished due to the City's acquisition in fee simple of the property underlying the eastern clean zone easement.

22. The 1959 Grant Agreement, executed on June 3, 1959, provides that it shall "remain in 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*" (emphasis added).

23. Accordingly, the 1959 Agreement expired not later than June 3, 1979.

24. In 1977, the City applied for and obtained from the FAA a grant under the Airport Development Aid Program ("ADAP") to acquire an 8.45-acre parcel for the protection of aircraft on approach to the Airport's runway (the "1977 Grant Agreement," attached as Exhibit 4).

25. The City acquired such parcel in fee simple for $120,000 (Exhibit 5).

26. The 1977 Grant Agreement, executed on September 27, 1977, provides that it shall "remain in 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*" (emphasis added).

27. Accordingly, the 1977 Agreement expired not later than September 27, 1997.

28. In 1991, the City undertook a project to realign the taxiway that ran alongside the Airport's runway. The City applied for and obtained from the FAA a grant under the AIP. The grant was subsequently amended to also include the City's acquisition of a necessary "construction easement" (the "1991 Grant Agreement," attached as Exhibit 6).

29. The City acquired the construction easement, permitting the City to construct and maintain a berm on the servient estate to support a taxiway on the Airport (Exhibit 7), for $5,800.

30. By this time, the FAA had adopted standard assurances that were incorporated by reference into each grant agreement. In 1980, these assurances were "revised to provide that the 20-year limitation on the effectiveness of the assurances does not apply to those affecting the use of real property acquired with Federal funds." 45 Fed. Reg. 34,782, 34,784 (May 22, 1980). Rather, the FAA stated that the assurances set forth in future grant agreements for the acquisition of land would apply in perpetuity, unless and until released by the FAA.

31. As a result, and as further explained below, the FAA takes the position that an airport sponsor which accepted a grant for the acquisition of land after 1980 remains obligated to *operate* the airport in perpetuity, unless and until released by the FAA.

32. The 1991 Grant Agreement does not contain any durational language but incorporates by reference the AIP grant assurances promulgated by the FAA. In 1991, such grant assurances provided (as they continue to provide today):

> The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise program implementation project, or throughout the useful life of the project items installed within a facility under a noise program implementation project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds.

33. The City reasonably understood the durational language "with respect to real property acquired with Federal funds" to *not* include the acquisition of the construction easement, but rather only the acquisition of land. Indeed, to the City's knowledge, the FAA had never taken the position prior to 1991 (or any other time prior to March 2024) that the federally assisted acquisition of an easement would obligate an airport sponsor to operate an airport in perpetuity.

34. The City would not and did not agree to obligate itself to operate the Airport in perpetuity in exchange for a mere $5,800 in federal assistance to acquire the easement.

35. The City executed the 1991 Grant Agreement on September 20, 1991. Accordingly, the 1991 Grant Agreement expired not later than September 20, 2011.

36. The 1959 Grant Agreement and the 1977 Grant Agreement are the only grant agreements through which the FAA provided the City funds to acquire property to be used for airport purposes. As discussed above, the 1991 Grant Agreement related to the acquisition of an off-Airport easement, not the acquisition of real property within the meaning of the grant assurances.

37. The Airport comprises several other parcels which were acquired *without* federal assistance. The City is required by its federal grant assurance obligations to maintain and

periodically submit for the FAA's approval an Airport Property Map, which inventories all property comprising the Airport. The most recent FAA-approved Airport Property Map is attached as Exhibit 8, and identifies each of the above-referenced parcels as follows:

a. The property acquired pursuant to the 1959 Grant Agreement described above is identified on the Airport Property Map as Tract 1.

b. The western clear zone easement acquired pursuant to the 1959 Grant Agreement described above is identified on the Airport Property Map as Tract 5-I.

c. The property acquired pursuant to the 1977 Grant Agreement described above is identified on the Airport Property Map as Tract 4-I.

d. The construction easement acquired pursuant to the 1991 Grant Agreement described above is identified on the Airport Property Map as Tract 12.

38. The FAA claims that if *any* portion of an airport is federally obligated, then the *entire* Airport, as described on the Airport Property Map, is federally obligated.

39. Notably, the construction easement acquired pursuant to the 1991 Grant Agreement is *not* described as lying within obligated Airport property boundaries.

40. The City has continuously operated the Airport in accordance with its federal grant assurance obligations. Such obligations require the City to maintain the Airport in accordance with federal standards and, in most years, the City of Boulder has accepted federal and state grant funds to help defray the substantial cost of maintaining the Airport.

41. The last FAA grant accepted by the City is dated May 21, 2020.

42. The City's grant assurance obligations require, among other things, that the Airport remains continuously open as an airport. For as long as an airport remains grant obligated, an

airport sponsor may not close the airport unless "released" from its grant assurance obligations by the FAA. The FAA has explained that it will only consider releasing an airport sponsor from such obligations where this is a net benefit to civil aviation. The FAA has further stated that it would not consider the closure of the Airport to benefit civil aviation.

43. In anticipation of the expiration of the City's grant agreements with the FAA and, with them, the FAA's authority to approve or deny closure of the Airport, the City has stopped accepting FAA grants so as not to restart the 20-year clock on its federal grant assurance obligations. The City also stopped accepting grants from the Colorado Department of Transportation, which have similar requirements expressly limited to 20 years.

44. The City's decision to forego further federal and state grant funds has substantial financial consequences. Based on a report prepared by the City's consultant, the City believes that without any federal or state grant assistance, it may cost more than $41 million to operate and manage the Airport in accordance with the City's federal grant assurance obligations through the expiration of its most recent grant agreement with the FAA, whereas with federal and state grant assistance, the Airport would be financially self-sufficient and maintain a positive net position.

45. On December 9, 2022, the FAA issued "Change 2" to FAA Order 5190.6B, *Airport Compliance Manual*, which establishes the FAA's interpretation and administration of the federal grant assurances. Change 2 added new paragraph 4.3(a) stating, ***for the very first time***, the FAA's assertion that the acceptance of *any* ADAP or AIP grant after 1980 obligates an airport sponsor to maintain its airport in perpetuity if property had *ever* been acquired with federal assistance. In other words, Change 2 establishes the FAA's position that an airport sponsor's acceptance of any

modern FAA grant agreement operates to revive and retroactively modify the duration of all prior grant agreements under which land was acquired for airport purposes.

46. Change 2 is inconsistent with the City's understanding as to when its federal grant assurance obligations would expire (i.e., on May 21, 2040). Indeed, prior to Change 2, the FAA's Airport Compliance Manual provided, "In cases where land was acquired with FAAP or ADAP grants, FAA should review the language of such grants when it is necessary to determine the status of the sponsor's obligations since most FAAP land grants and some ADAP grant documents do *not* impose a perpetual obligation" (emphasis added).

47. Change 2 was issued over 25 years after the expiration of the 1977 Grant Agreement, the City's last grant agreement for the acquisition of land for airport purposes.

48. Change 2 also claimed, "The public has been on notice [of the FAA's position] since at least 1980." But the FAA's 1980 modification of the ADAP grant assurances did *not* purport to retroactively modify the duration of earlier grant agreements. At most, the FAA's 1980 modification of the ADAP grant assurances stated a policy that would apply to any future grants for the acquisition of land for airport purposes.

49. In August 2023, representatives of the City met with the FAA to discuss, among other things, the City's desire to close and repurpose the Airport. The FAA indicated that it would not be willing to release the City from its grant assurance obligations and asserted that such grant assurance obligations would apply in perpetuity.

50. On January 25, 2024, the City wrote to the FAA, asking it to clarify the basis upon which the FAA asserted the grant assurances would apply in perpetuity.

51. FAA responded on March 20, 2024, confirming its position that because the City had accepted an AIP grant after 1980, it was obligated to maintain the Airport in perpetuity. The FAA based its conclusion on the new language contained in Change 2.

52. The City presently faces a quandary as a result of its desire to consider closing and redeveloping the Airport and the FAA's position articulated through Change 2. In order to preserve the option of closing the Airport, the City must forego any additional federal grant assistance and continue to operate the Airport in accordance with its federal obligations, at substantial expense to the City and its taxpayers, through the expiration of the most recent FAA grant agreement in 2040. But the FAA claims that the 1959 Grant Agreement, the 1977 Grant Agreement, and the 1991 Grant Agreement not only remain in effect but will *never* expire; thus, the City may find in 2040 that despite foregoing new federal grant assistance, it remains prohibited from closing the Airport, and its expenditure of significant taxpayer dollars will have been in vain. The Court's assistance is necessary to resolve the present dispute over the duration of the 1959 Grant Agreement, the 1977 Grant Agreement, and the 1991 Grant Agreement now and avoid the potentially wasteful expenditure of taxpayer funds.

FIRST CLAIM FOR RELIEF
(Quiet Title Action Under 28 U.S.C. § 2409a)

53. The allegations set forth in paragraphs 1 through 52 above are fully incorporated herein by reference and made part of this First Claim for Relief.

54. The City is the owner in fee simple of the property comprising the Airport, including those tracts acquired with federal assistance from the FAA and its predecessor agencies.

55. Through the FAA, the United States claims a perpetual interest in the property comprising the Airport. Specifically, the FAA claims that the assurances set forth in the 1959

Grant Agreement, the 1977 Grant Agreement, and the 1991 Grant Agreement apply in perpetuity. The FAA further claims that such assurances require the City to continue operating the Airport as an airport, unless and until the FAA releases the City from such obligation.

56. The FAA's asserted interest constitutes a clear and substantial cloud on the City's legal title to the property comprising the Airport. Unless otherwise permitted by the FAA, the City is forever prohibited from selling the property comprising the Airport or using any portion of Airport property for other than airport purposes.

57. The FAA's asserted interest is in conflict with the plain language of the 1959 Grant Agreement and 1977 Grant Agreement, each of which *expressly* expired after 20 years.

58. The 1991 Grant Agreement also expired after 20 years because the durational language regarding acquisitions of "real property" did not apply to the acquisition of an off-Airport construction easement for $5,800.

59. Insofar as the FAA attempts to retroactively impose an obligation to continue operating the Airport as an airport in perpetuity through the 1959 Grant Agreement, the 1977 Grant Agreement, and/or the 1991 Grant Agreement, the FAA's asserted interest violates the Separation of Powers doctrine and the Spending Clause of the U.S. Constitution.

60. Prior to issuing Change 2 to the Airport Compliance Manual in 2022, the FAA had never asserted that the acceptance of an ADAP or AIP grant after 1980 operated to retroactively extend the duration of a prior grant for the acquisition of real property in perpetuity. Indeed, prior to Change 2, the FAA clearly believed that "most FAAP land grants and some ADAP grant documents do *not* impose a perpetual obligation." FAA Order 5190.6B, Change 1 ¶ 4.3.

61. Prior to the FAA's March 2024 letter, the FAA had never asserted that the City's acquisition of a mere construction easement with federal assistance would obligate the City to operate the Airport in perpetuity, and the City did not understand the 1991 Grant Agreement to have such effect (and it did not have such effect). The FAA has routinely approved documents indicating the construction easement is not even considered part of the obligated Airport property.

62. The FAA's asserted interest places the City's fee simple title to the property comprising the Airport in dispute, and does not "peaceably coexist" with the City's present intention and course of action to preserve its authority to close the Airport.

63. The City requests that the Court quiet title in the property comprising the Airport by declaring that the 1959 Grant Agreement, 1977 Grant Agreement, and 1991 Grant Agreement have each expired, and the FAA has no continuing interest in the Airport thereunder.

SECOND CLAIM FOR RELIEF
(Violation of the U.S. Constitution; Separation of Powers Doctrine)

64. The allegations set forth in paragraphs 1 through 63 above are fully incorporated herein by reference and made part of this Second Claim for Relief.

65. Under the U.S. Constitution, "Congress may attach conditions on the receipt of federal funds and has repeatedly employed the power 'to further broad policy objectives by conditioning receipt of federal moneys upon compliance by the recipient with federal statutory and administrative directives.'" *South Dakota v. Dole*, 483 U.S. 203, 206-07 (1987).

66. However, a federal agency "literally has no power to act . . . unless and until Congress confers power upon it." *La. Pub. Serv. Comm'n v. FCC*, 476 U.S. 355, 374 (1986).

67. In authorizing the FAAP, ADAP, and AIP programs, under which the 1959 Grant Agreement, 1977 Grant Agreement, and 1991 Grant Agreement were respectively awarded,

Congress did not expressly authorize the FAA to impose otherwise statutorily mandated grant conditions in perpetuity with respect to land acquisitions. Indeed, the authorizing statutes for these programs are *completely silent* as to the duration of grant agreements issued thereunder.

68. Congress did not (and could not) delegate such sweeping policymaking authority to the FAA through its silence. As evidenced by the present controversy involving the future of the Airport, the imposition of a *permanent and irrevocable* commitment to continue operating an airport within a municipality carries significant political and economic consequences, such that Congress must "clearly" confer such authority on the FAA. And it did not.

69. In the absence of any express or implied authority to impose the statutorily mandated grant assurances in perpetuity, the City requests that the Court declare the FAA's *ultra vires* policy with respect to the duration of grant agreements for the acquisition of land to be unconstitutional under the Separation of Powers doctrine.

THIRD CLAIM FOR RELIEF
(Violation of the U.S. Constitution; Spending Clause)

70. The allegations set forth in paragraphs 1 through 69 above are fully incorporated herein by reference and made part of this Third Claim for Relief.

71. Even where Congress lawfully delegates authority to a federal agency to impose further funding conditions, the range of permissible conditions is not unlimited. Chief among such constitutional constraints is the requirement that funding conditions be clear and unambiguous, such that a grantee must "voluntarily and knowingly accept[] the terms of the 'contract.'" *Pennhurst State Sch. and Hosp. v. Halderman*, 451 U.S. 1 (1981).

72. The FAA's imposition of retroactive conditions necessarily violates this constitutional principle. The City did not and could not know that by executing a grant agreement

for the acquisition of property in 1957, 1977, and 1991, the FAA would later assert that the City was obligated to continue operating the Airport in perpetuity.

73. The 1959 Grant Agreement and the 1977 Grant Agreement were expressly limited to a maximum term of 20 years. Contrary to the FAA's assertion in Change 2, the FAA's 1980 change to the standard grant assurances did not put airport sponsors on notice that the acceptance of any further grants would extend prior grant agreements for the acquisition of land in perpetuity.

74. Although the 1991 Grant Agreement incorporated the FAA's standard grant language providing that grants for the acquisition of land were not subject to the typical 20-year term, the FAA's contemporaneous guidance referred to the perpetual obligation as only applying to the acquisition of *land*, which the City understood not to apply to the acquisition of an easement. Indeed, prior to the FAA's March 20, 2024 letter, the agency had never claimed that the acquisition of an easement would alone obligate an airport sponsor to operate an airport in perpetuity.

75. Moreover, the FAA did not appear to believe that the 1991 Grant Agreement obligated the City to operate the Airport in perpetuity. The City was regularly required to submit for the FAA's approval an "Airport Property Map," which describes all of the property comprising the Airport. Over the years, the FAA-approved Airport Property Maps have never depicted the construction easement as constituting Airport property. Moreover, the FAA's position that grant agreements do not expire with respect to the acquisition of property is based on the notion that underlying land "always has had an unlimited useful life," which cannot be said of an easement to construct and maintain a berm; rather, its useful life expires when the berm is no longer needed to support Airport operations because the Airport has closed.

76. The City's inability to "knowingly accept" the conditions that the FAA now seeks to impose renders the FAA's position constitutionally invalid.

FOURTH CLAIM FOR RELIEF
(Violation of the U.S. Constitution; Anticommandeering Doctrine)

77. The allegations set forth in paragraphs 1 through 76 above are fully incorporated herein by reference and made part of this Fourth Claim for Relief.

78. Congress' legislative authority is limited to those enumerated powers set forth in the U.S. Constitution. Under the Tenth Amendment to the U.S. Constitution, all other legislative powers are reserved to the States or the people. The anti-commandeering doctrine protects this system of dual federalism by prohibiting the federal government from commandeering or otherwise requiring state or local governments to implement a federal program.

79. By asserting a perpetual interest which allows it to forever control the disposition of all property comprising the Airport, the FAA has effectively commandeered the City to continue operating the Airport for as long as the FAA – and only the FAA – determines appropriate.

80. The FAA's asserted interest violates the basic principle that the United States may not compel the City to administer a federal regulatory program and violates the Tenth Amendment rights of the City and its citizens. Indeed, as a result of the City's decision to accept federal funds *over thirty years ago*, the FAA now claims that the City is *forever* obligated to maintain the Airport, regardless of the present or future desires of the City or its citizens. Such a policy impermissibly strips from the City the fundamental right to regulate the use of its public property.

81. Moreover, the FAA's policy goes far beyond that which is necessary to protect its prior federal investment in property. Statutory provisions provide – and the City does not dispute

– that the City must reimburse the FAA for its proportional share of any property acquired with federal assistance in the event that it is no longer used for airport purposes.

82. By using the AIP to commandeer the City's sovereign authority over the use and disposition of its property *in perpetuity*, the FAA goes well beyond Congress' enumerated powers in violation of the Tenth Amendment.

FIFTH CLAIM FOR RELIEF
(Violation of the U.S. Constitution; Due Process Clause)

83. The allegations set forth in paragraphs 1 through 82 above are fully incorporated herein by reference and made part of this Fifth Claim for Relief.

84. The Fifth Amendment to the U.S. Constitution provides that "[n]o person shall be . . . deprived of life, liberty, or property without due process of law."

85. The City has an established and protected property interest in the property comprising the Airport, which it has at all times owned in fee simple.

86. By asserting a perpetual interest which allows it to control the disposition of all property comprising the Airport, the FAA has unlawfully deprived the City of its fee simple ownership in violation of the Due Process Clause.

87. The City also has a protected property interest in the terms of the 1959 Grant Agreement, the 1977 Grant Agreement, and the 1991 Grant Agreement, all of which expired not later than 20 years after their execution. The FAA's attempt to retroactively extend the duration of these agreements impairs the City's rights thereunder in violation of the Due Process clause.

PRAYER FOR RELIEF

WHEREFORE, the City requests that the Court:

a. Declare the 1959 Grant Agreement, the 1977 Grant Agreement, and the 1991 Grant Agreement to have each expired and to be of no further force and effect;

b. Declare that the City is not obligated to keep the Airport open after the expiration of its last grant agreement with the FAA on May 21, 2040;

c. As applied to the City, declare the FAA's position described in in Paragraph 4.3(a) of Change 2 and the March 20, 2024 letter regarding the perpetual duration of the 1959 Grant Agreement, the 1977 Grant Agreement, and the 1991 Grant Agreement unconstitutional, in violation of the Separation of Powers doctrine;

d. As applied to the City, declare the FAA's position described in Paragraph 4.3(a) of Change 2 and the March 20, 2024, letter regarding the retroactive extension of the 1959 Grant Agreement, the 1977 Grant Agreement, and the 1991 Grant Agreement, by virtue of having accepted subsequent AIP grants, in excess of the FAA's statutory authority and unconstitutional, in violation of the Spending Clause and the Fifth and Tenth Amendments to the U.S. Constitution;

e. Enjoin the Defendants from taking any action to enforce the 1959 Grant Agreement, the 1977 Grant Agreement, and/or the 1991 Grant Agreement, or otherwise prevent the City from exercising its right to close the Airport after its obligations under later grant agreements expire;

f. Award the City the costs of this action and reasonable attorney's fees; and

g. Award such other and further relief as the Court determines is just and proper.

Respectfully submitted this 26th day of July, 2024, in Denver, Colorado.

By: */s/ Steven L. Osit*
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Form ACA-1632 (5-49)

Exhibit 1

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON 25

GRANT AGREEMENT

Part I - Offer

Date of Offer **May 20, 1959**
Boulder Municipal Airport
Project No. **9-05-029-5901**
Contract No. FA4-195

TO: **The City of Boulder, Colorado**
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Administrator of Civil Aeronautics, herein referred to as the "Administrator")

WHEREAS, the Sponsor has submitted to the Administrator a Project Application dated **May 20, 1958** for a grant of Federal funds for a project for development of the **Boulder Municipal** Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the Administrator, is hereby incorporated herein and made a part hereof; and

WHEREAS, the Administrator has approved a project for development of the Airport (herein called the "Project") consisting of the following described airport development:

Land acquisition (Parcel A and clear zone easements each end E/W runway); construct E/W runway (approximately 4100' x 75'); relocate existing fence (approximately 1960') and install new fence (approximately 2930')

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of the Federal Airport Act (60 Stat. 170; Pub. Law 377, 79th Congress), 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 ADMINISTRATOR, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of costs incurred in accomplishing the project, 53.28 per centum of all allowable project costs, subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be $52,866.00

2. The Sponsor shall

   (a) begin accomplishment of the Project within a reasonable time after acceptance of this Offer, and

   (b) carry out and complete the Project in accordance with the terms of this Offer, and the Federal Airport Act and the Regulations promulgated thereunder by the Administrator in effect on the date of this Offer, which Act and Regulations are incorporated herein and made a part hereof, and

   (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 Administrator or his duly authorized representatives.

3. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.

4. The Administrator having determined that no space in airport buildings will be required by any civil agency of the United States for the purposes set forth in Paragraph 9 of Part III of the Project Application, the provisions of said paragraph shall be deemed to be of no force or effect.

5. Any misrepresentation or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the United States, and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, the Administrator on behalf of the United States may recover all grant payments made.

6. The Administrator 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 of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above date of Offer or such longer time as may be prescribed by the Administrator in writing.

16—54957-2

Form ACA-1632
(5-49)

Satisfied per WE-7 Opinion dated 6-24-64

8. It is hereby understood and agreed by and between the parties hereto that the sponsor will acquire a fee title or such lesser property interests as may be found satisfactory to the Administrator to those two areas identified as "clear zones" on the property map attached hereto and identified as Exhibit "A"; and that the United States will not make nor be obligated to make any payments involving said "clear zones" nor final payment hereunder, 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 Administrator in and to the land comprising said "clear zones" subject to no liens, encumbrances, reservations or exceptions which in the opinion of the Administrator might create an undue risk of interference with the use and operation of the airport.

9. By its acceptance hereof, the sponsor hereby covenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to it in writing by the Administrator, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation within the standards established by Federal Aviation Agency Technical Standard Order N18; and the sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.

10. It is understood and agreed by and between the parties hereto that the terms "Administrator of Civil Aeronautics", "Administrator", "Civil Aeronautics Administration", "Department of Commerce", "CAA" or "Section 303 of the Civil Aeronautics Act of 1938" wherever they appear in this Agreement, in the Project Application, plans and specifications or in any other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Agency or the Administrator thereof or Section 308(a) of the Federal Aviation Act of 1958, as the case may be.

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 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
~~THE ADMINISTRATOR OF CIVIL AERONAUTICS~~

By [signature]
Regional Administrator, Region IV (LA)
FEDERAL AVIATION AGENCY

Part II - Acceptance

The City of Boulder, Colorado 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 3rd day of June 1959.

THE CITY OF BOULDER, COLORADO
(Name of Sponsor)

By Leo C. Riethmayer

Title Mayor, City of Boulder, Colorado

(SEAL)

Attest: [signature]

Title: Dir. of Finance & Record

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Guy A. Hollenbeck, acting as Attorney for City of Boulder, do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said City of Boulder relating thereto, and find that the Acceptance thereof by said City of Boulder 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 Colorado, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the City of Boulder, Colorado in accordance with the terms thereof.

Dated at Boulder, Colorado this 3rd day of June 1959.

Guy A. Hollenbeck

Title City Attorney

U. S. GOVERNMENT PRINTING OFFICE 16—54957-2

Form ACA-1632 (5-49)

1

Exhibit 2

BOOK 1100 PAGE 600

Filed for record the 6th day of Feb. A. D. 19 59 at 9:56 o'clock A. M.

No. 628866 MILTON E. TSCHICHE RECORDER.

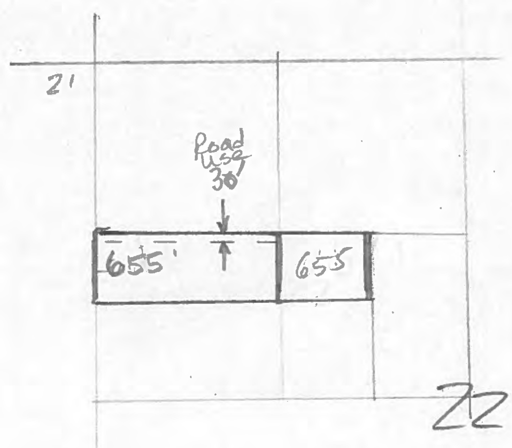
Know all Men by these Presents, That I, MICHAEL L. STENGEL

of the County of BOULDER and State of COLORADO for the consideration of FIVE THOUSAND DOLLARS ($5,000.00) and other good and valuable consideration - [redacted] in hand paid, hereby sell and convey to the City of BOULDER, COLORADO, a municipal corporation organized and existing under and by virtue of the Laws of Colorado of the County of BOULDER and the State of COLORADO, the following real property situate in the County of BOULDER and State of Colorado, to-wit:

FEE PAID UNDER S. B. No. 222 $ ...
FEE PAID UNDER PROTEST
FEE EXCUSED

"The North 655 feet of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ and the North 655 feet of the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 22, Township 1 North, Range 70 West of the 6th P. M., Boulder County, State of Colorado, subject, however, to the use of 30 feet off of the North Side of ~~the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of~~ said Section 22 for public road purposes."

TRACT 1



with all its appurtenances and warrant the title to the same except as to the North 30 feet of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Section 22 used for public road purposes

Signed and delivered this 3rd day of February A. D. 19 59

IN THE PRESENCE OF

Michael L. Stengel

STATE OF COLORADO,
County of BOULDER } ss.

The foregoing instrument was acknowledged before me this 3rd day of February, 19 59, by* Michael L. Stengel

Witness my hand and official seal.

My commission expires Aug. 26, 1961

Carl K. Chapel
NOTARY PUBLIC.

NOTARY PUBLIC

*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

500-AP—Revised WARRANTY DEED Statutory Form—Out West Printing and Stationery Co., Colorado Springs, Colo.

Exhibit 3

BOOK 1275 PAGE 215

Recorded APR 16 1963 at 11:05 A. o'clock ___M
Reception No. 724045 Milton E. Tschiche, Recorder

IN THE DISTRICT COURT IN AND FOR THE
COUNTY OF BOULDER AND
STATE OF COLORADO
Civil Action No. 16408

CITY OF BOULDER,
a municipal corporation,

Petitioner,

vs.

THE BOULDER AND LEFT HAND IRRIGATION COMPANY; LESTER E. MANCHESTER; FREDA R. McINTOSH as Treasurer of Boulder County; and ALL UNKNOWN PERSONS who may claim any interest in the subject matter of this action,

Respondents.

RULE AND ORDER

THIS MATTER came on regularly for hearing this day upon the Commissioners' Certificate of Ascertainment and Assessment filed herein on the 21st day of February, 1963, which Commission was duly appointed to determine the compensation to be allowed the respondents interested in the property rights herein involved;

The Court finds that it has full and complete jurisdiction herein as to the subject matter of this action and the parties thereto; that service has been made upon all interested parties as required by law; and that the Commission after hearing the proofs and allegations of the parties, and after viewing the premises, did find and determine in accordance with the laws of the State of Colorado in such cases made and provided;

(1) That Exhibit "A", attached hereto, pertaining to parcels Nos. 1 and 2, is an accurate description

of the lands over which petitioner is acquiring clear zone easements; and that the extent of said easements is shown on Exhibit "B", also attached hereto.

(2) That the value of the land or property actually taken is

Parcel 1	$ 250.00
Parcel 2	$ 750.00

(3) That the damages, if any, to the residue of the subject land or property are

Parcel 1	$ None
Parcel 2	$ None

(4) That the amount and value of the benefit, if any, is

Parcel 1	$ None
Parcel 2	$ None

The Court further finds that the petitioner has deposited with the Clerk of this Court the sum of $1,120.00, $1,000.00 of which shall be paid to the respondents for the taking of the property rights herein condemned and $120.00 of which shall be paid to the Commissioners, it is, therefore;

ORDERED, ADJUDGED AND DECREED that the petitioner has lawfully acquired, pursuant to the statutes and Constitution of the State of Colorado, clear zone easements over that property described in Exhibit A (Parcels 1 and 2), attached hereto and incorporated herein by reference, which clear zone easements are more fully described and detailed in Exhibit B, attached hereto and incorporated herein by reference, and that title to the area within said clear zone easements is hereby vested perpetually in the petitioner for the uses and purposes set forth in the

Petition in Condemnation herein, and;

IT IS FURTHER ORDERED that a certified copy of this Rule and Order be recorded and indexed in the office of the Clerk and Recorder of Boulder County, Colorado, in like manner and with life effect as if it were a deed of conveyance from the owners and parties interested to the petitioner herein.

DATED this ~~day of February, 1963~~ 27th day of March, 1963.

BY THE COURT:

Donald A. Carpenter
JUDGE

ATTEST: TRUE COPY
Dated April 15, 1963
Chas. E. Snively
Clerk of District Court
Boulder County, Colorado
By Louise Bader
Deputy

BOOK 1275 PAGE 218

Exhibit 3

EXHIBIT "A"

PARCEL NO. 1

Commencing at the Northwest Corner of the Southwest Quarter of the Northeast Quarter of Section 21, Township 1 North, Range 70 West of the 6th Principal Meridian, Boulder County, Colorado; thence South 00° 07' 10" East a distance of 241.95 feet to the true point of beginning; thence South 84° 20' 02" East a distance of 189.69 feet; thence North 89° 57' 20" East a distance of 84.07 feet; thence South 08° 00' 00" West a distance of 6.58 feet; thence South 35° 25' 00" West a distance of 310.87 feet; thence South 84° 14' 42" West a distance of 907.30 feet; thence North 00° 02' 40" West a distance of 450.00 feet; thence South 84° 20' 02" East a distance of 815.30 feet to the true point of beginning, containing 8.020 acres, more or less.

PARCEL NO. 2

Commencing at the NE corner of NW 1/4, SE 1/4, NW 1/4, Section 22, Township 1 North, Range 70 West, 6th P.M., Boulder County, Colorado; thence South 00° 20' 40" East a distance of 247.93 feet to the true point of beginning; thence North 89° 57' 20" East, a distance of 103.32 feet; thence North 81° 06' 49" East, a distance of 455.41 feet; thence South 00° 02' 40" East, a distance of 390.00 feet; thence North 81° 12' 09" West, a distance of 455.41 feet; thence South 89° 57' 20" West, a distance of 102.01 feet; thence North 00° 20' 40" West, a distance of 250.00 feet to the true point of beginning; containing 3.301 acres, more or less.

EXHIBIT "A"
PARCEL NO. 1
PARCEL NO. 2

EXHIBIT B (Parcel 1)

All of that area above the surface of an inclined plane over the property described in Exhibit A which inclined plane has a slope of 20 to 1 (one foot of èlevation for each 20 feet of horizontal distance) and which has an elevation of 5,287.5 feet (mean sea level) at its inner and lower edge (Line A-B) and an elevation of 5,337.5 feet at the outer and upper edge (Line C-D) as shown on the diagram below.

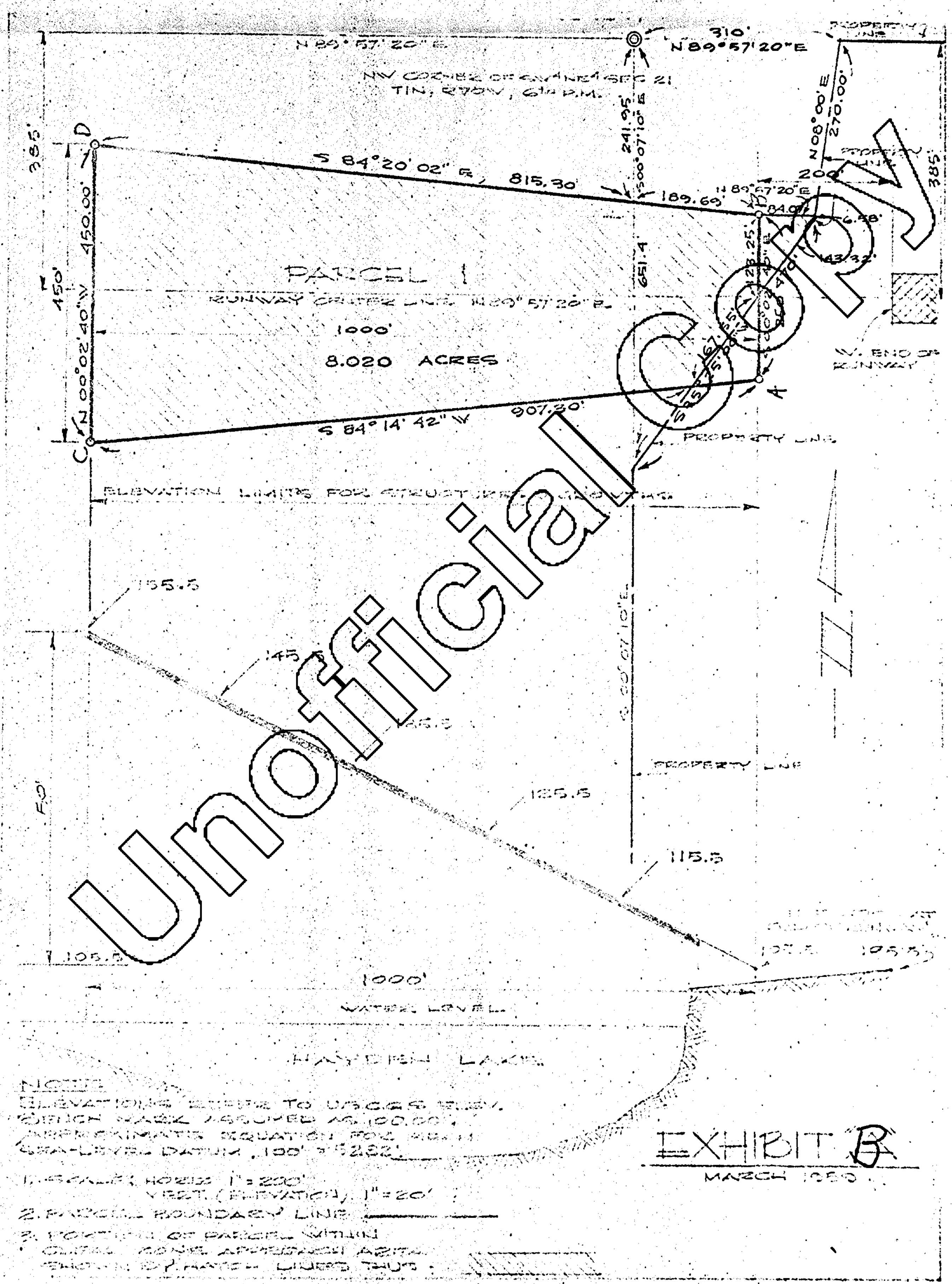
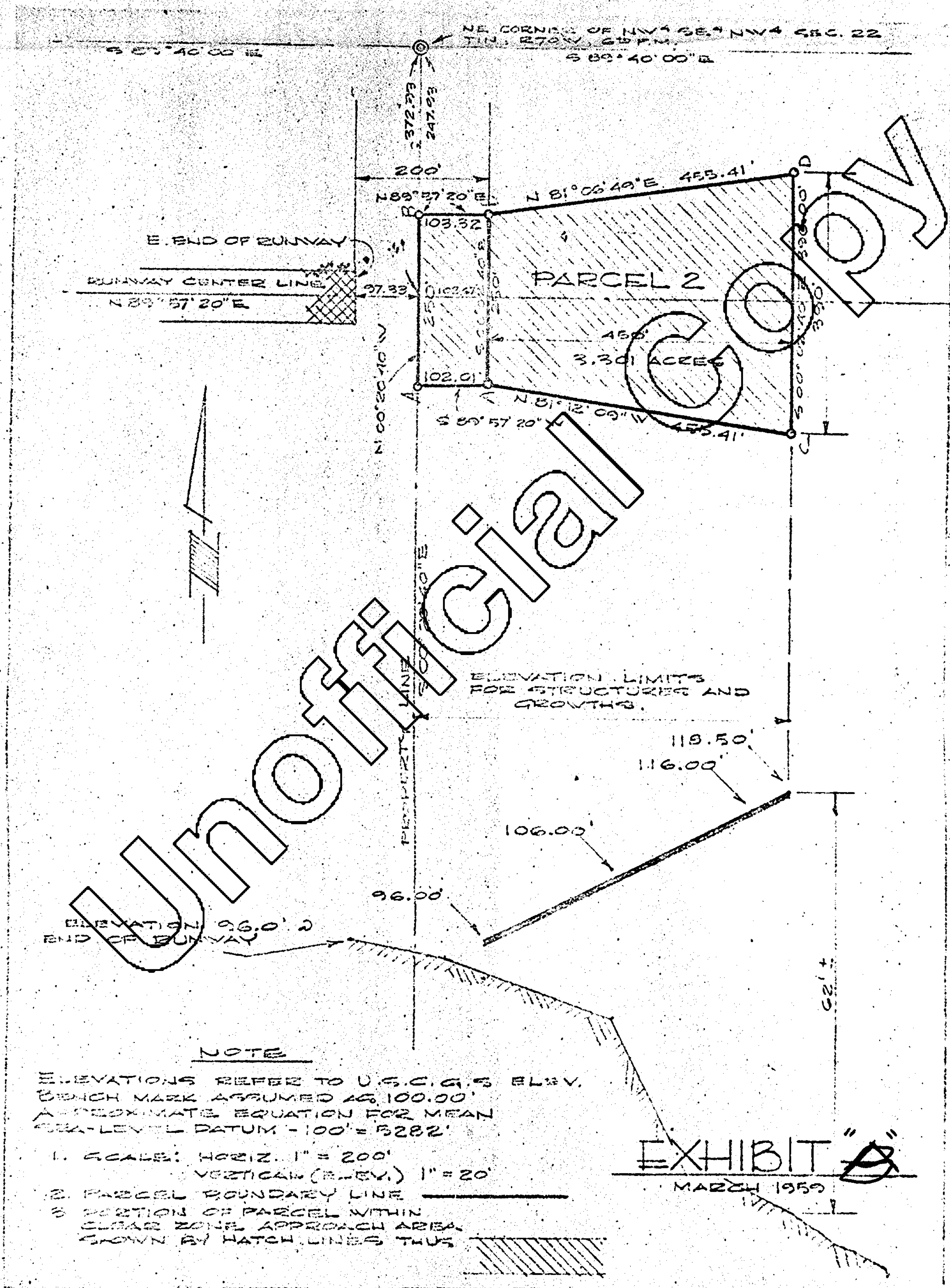


Exhibit 3

BOOK 1275 PAGE 220

EXHIBIT B (Parcel 2)

All of that area above the surface of an inclined plane over the property described in Exhibit A which inclined plane has a slope of 20 to 1 (one foot of elevation for each 20 feet of horizontal distance) and which has an elevation of 5,278 feet (mean sea Level) at its inner and lower edge (Line A-B) and an elevation of 5,300.5 feet at its outer and upper edge (Line C-D) as shown on the diagram below.



DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1-Offer

Date of Offer SEP 26 1977

Boulder Municipal Airport

Project No. 5-08-0004-01

Contract No. DOT-FA77RM-0060

TO: City of Boulder, Colorado
(herein referred to as the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated September 16, 1977 , for a grant of Federal funds for a project for development of the Boulder Municipal Airport (herein called "Airport"), together with plans and specifications for such project, which Project Application, 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:

Acquire land for approach protection, Parcel 1, (approximately 8.45 acres).

all as more particularly described in the property map and plans and specifications incorporated in said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701), 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 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, 90 **percent**

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 $ **106,592**

2. The Sponsor shall:

   (a) begin accomplishment of the Project within **sixty** 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 Airport and Airway Development Act of 1970, and Sections 152.51–152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) 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 152.47 (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 152.65 – 152.71 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 152.71 of the Regulations: <u>Provided</u>, that, in the event a semi-final grant payment is made pursuant to Section 152.71 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 20 in Part V 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 reasons 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 Sept. 30, 1977, or such subsequent date as may be prescribed in writing by the FAA.

8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee the following Equal Opportunity Clause.

   During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

   c. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the portion of the sentence immediately preceding paragraph a. and the provisions of paragraph a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Sponsor further agrees that it will be bound by the above Equal Opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above Equal Opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor that it will furnish the administering agency with the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Sponsor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of 24 September 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part III, Subpart D, of the Executive Order. In addition, the Sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the Sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

9. The Sponsor hereby further covenants that it will not permit any permanent-type structures, other than structures required for aids to air navigation and such other structures as may be specifically excepted in writing by the FAA, to be erected on, and that it will cause any existing structures to be removed from, each area identified on the Exhibit "A" as "clear zone" or any portions thereof, concerning which the Sponsor has acquired a fee interest with federal financial assistance, irrespective of whether such structures constitute an obstruction to air navigation.

10. By its acceptance hereof, the Sponsor hereby covenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to the Sponsor in writing by the FAA, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation with the standards established by Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations; and the Sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent creation of obstructions within said standards.

10/20/72

11. Assurance Number 18 of Part V of the project application incorporated herein is amended by including at the end of the second sentence the following language:

"including the requirement that (A) each air carrier, authorized to engage directly in air transportation pursuant to Section 401 or 402 of the Federal Aviation Act of 1958, using such airport shall be subject to nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and nondiscriminatory conditions as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants, and combined passenger and cargo flights or all cargo flights, and such classification or status as tenant shall not be unreasonably withheld by any sponsor provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers, and (B) each fixed base operator using a general aviation airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed base operators making the same or similar uses of such airport utilizing the same or similar facilities; provision (A) above, shall not require the reformation of any lease or other contract entered into by a sponsor before July 12, 1976. Provision B above shall not require the reformation of any lease or other contract entered into by a sponsor before July 1, 1975."

12. It is understood and agreed that no part of the Federal share of an airport development project for which a grant is made under the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701 et seq.), or under the Federal Airport Act, as amended (49 U.S.C. 1101 et seq.), shall be included in the rate base in establishing fees, rates, and charges for users of the airport.

13. This project and all work performed thereunder is subject to the Clean Air Act and the Federal Water Pollution Control Act. Accordingly,

   a. The sponsor hereby stipulates that any facility to be utilized in performance under the grant or to benefit from the grant is not listed on the EPA List of Violating Facilities.

   b. The sponsor agrees to comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.

   c. The sponsor shall notify the FAA of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the grant is under consideration to be listed on the EPA list of Violating Facilities.

   d. The sponsor agrees that he will include or cause to be included in any contract or subcontract under the grant which exceeds $100,000 the criteria and requirements in these subparagraphs a through d.

14. The sponsor will send a copy of all invitations for bids, advertised or negotiated, for concessions or other businesses at the airport to the Director, Dallas Regional Office of Minority Business Enterprise (OMBE), 1412 Main Street, Dallas, Texas 75202. The sponsor will disclose and make information about the contracts, contracting procedures and requirements available to the designated OMBE representative and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to invitations for bids shall be treated in the same manner as all other reponses to the invitations for bids. Compliance with the foregoing will be deemed to constitute compliance by the sponsor with requirements of 49 CFR 21 Appendix C(a)(1)(x), Regulations of the Office of the Secretary of Transportation.

15. The grantee agrees to effectuate the purposes of Section 30 of the Airport and Airway Development Act of 1970, as amended, by assuring that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this Agreement. For the purposes of this provision, "Minority Business Enterprise" means a business enterprise that is owned by, or is controlled by, a socially or economically disadvantaged person or persons. Such disadvantage may arise from cultural, racial, religious, sex, national origin, chronic economic circumstances or background or other similar cause. Such persons may include, but are not limited to, blacks not of Hispanic origin; persons of Hispanic origin; Asians or Pacific Islanders; American Indians; and Alaskan natives. Grantee further agrees to comply with such regulations as may be issued by the Federal Aviation Administration to implement Section 30 of the Act.

16. It is hereby understood and agreed by and between the parties hereto that the sponsor will acquire a fee title or such lesser property interest as may be found satisfactory to the FAA in Parcel 1 as shown on the property map attached hereto and identified on Exhibit "A"; and that the United States will not make nor be obligated to make any payments involving said parcel 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 said parcel (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 of interference with the use and operation of the airport.

17. It is understood and agreed by and between the parties hereto that the United States shall not make nor be obligated to make final grant payment hereunder until the Sponsor has furnished a current Airport Layout Plan and said plan has been approved by the FAA.

A. Pursuant to Section 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646); Part 25, Regulations of the Secretary of Transportation, "Relocation Assistance and Land Acquisition under Federal and Federally Assisted Programs" (49 CFR Part 25, 36 Fed. Reg 9178); the Regulations; and other applicable provisions of law--the terms used in this paragraph to have the meanings assigned to them under such Act and regulations;

1. Sponsor will fully comply with Subpart I of said Part 25,

2. Sponsor will adequately inform the public of the acquisition policies, requirements, and payments which will apply to the project with respect to any acquisition of real property to which said Part 25 and this agreement apply.

With respect to every person from whom real property was acquired after 1 January 1971 and who would have been entitled to any payments pursuant to the assurances of this agreement had this agreement been in effect at the time of such acquisition, Sponsor represents and undertakes as the case may be: (1) That such person has received or will receive all the payments and has timely been or will be timely afforded all the advantages that would have accrued to him under the provisions of this agreement; and (2) that Sponsor has timely performed or will timely perform all acts that would have been or would still be required of the sponsor had the assurances of this paragraph been applicable at the times identified in this paragraph.

B. It is understood and agreed by and between the parties hereto that the United States shall not make nor be obligated to make any payment hereunder for land acquisition, or reimbursement for land acquisition, until the sponsor has complied with the requirements of this condition.

C. The obligation of the United States under any part of this agreement to share in the allowable costs incurred by the Sponsor under this paragraph shall be subject to all the pertinent and applicable provisions, limitations, and conditions contained in the laws and regulations of the United States.

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 Development Act of 1970, 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 ADMINISTRATION

R. P. Mensing

By Chief, Engineering and Development Branch
(TITLE)

Part II-Acceptance

The 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 27th day of September, 1977.

City of Boulder, Colorado
(Name of Sponsor)

By Ruth A. Buchanan

(SEAL)

Title Mayor

Attest: Carl R. Chapel

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, WALTER L. WAGENHALS, acting as Attorney for the City of Boulder, Colorado, (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 Colorado, 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 Boulder, Colorado this 27TH day of September, 1977.

Walter L. Wagenhals

Title City Attorney

FILM 956 Recorded at 3:59 o'clock P. M., MAR 16 1977 Exhibit 5 3-1
Reception No. 214698 CLELA A. ROREX BOULDER Recorder.

STATE DOCUMENTARY FEE MAR 16 1977 exempt

THIS DEED, Made this 15th day of MARCH, 1977, between

WILLIAM W. REYNOLDS,

of the County of Boulder, and State of Colorado, of the first part, and

CITY OF BOULDER, A Colorado municipal corporation,

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the second part;

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of

One Hundred Twelve Thousand and no/100 - - - - - - - - - - - DOLLARS,

to the said part y of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, ha s granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described or parcel of land, situate, lying and being in the County of Boulder, and State of Colorado, to-wit:

A parcel of real property situate in the South one-half of the Northwest one-quarter of Section 21, T. 1 N., R. 70 W. of the 6th P.M., described as follows:
Commencing at the West one-quarter corner of Section 21, T. 1 N., R. 70 W. of the 6th P.M.; thence N 89°48'30" E, 95.65 feet along the East-West centerline of said Section 21 to the East right-of-way of the Colorado and Southern Railroad; thence N 25°08'10" E, 1188.46 feet along the East right-of-way of the Colorado and Southern Railroad to the TRUE POINT OF BEGINNING; thence N 25°08'10" E, 276.64 feet along the East right-of-way of the Colorado and Southern Railroad to the North line of the South one-half of the Northwest one-quarter of said Section 21; thence N 89°47'00" E, 1669.18 feet along the North line of the South one-half of the Northwest one-quarter of said Section 21, said North line also being the centerline of Boulder County Road No. 46; thence S 63°51'10" W, 142.22 feet; thence S 66°49'36" W, 233.96 feet; thence S 48°25'10" W, 146.11 feet; thence S 89°47'00" W, 1334.65 feet parallel to the North line of the South one-half of the Northwest one-quarter of said Section 21 to the TRUE POINT OF BEGINNING, reserving, however, unto the party of the first part, his heirs and assigns, an easement for utility purposes over, under and across the Westerly 40 feet of said real property.

This conveyance is made subject to all easements, rights of way, reservations and restrictions of record.

also known as street and number

Exhibit 5

956

3-2

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part y of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said

part y of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever. except general real property taxes for the year 1977, payable in the year 1978, which taxes the party of the second part assumes and agrees to pay;

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part y of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

William W. Reynolds ....(SEAL)
William W. Reynolds

..........(SEAL)
..........(SEAL)
..........(SEAL)
..........(SEAL)
..........(SEAL)

STATE OF COLORADO,
County of Boulder. } ss.

The foregoing instrument was acknowledged before me this 15th day of March 19 77, by William W. Reynolds.

My commission expires May 9, 1979. Witness my hand and official seal.

Margie Lou Lawrence
Notary Public.

NOTARY PUBLIC STATE OF COLORADO

Exhibit 6

OMB Approval No. 0348-0043

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED: Sept. 6, 1991

Applicant Identifier:

1. TYPE OF SUBMISSION:
Application: ☒ Construction ☐ Non-Construction
Preapplication: ☐ Construction ☐ Non-Construction

3. DATE RECEIVED BY STATE

State Application Identifier

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier [redacted]

5. APPLICANT INFORMATION

Legal Name: City of Boulder, Colorado

Organizational Unit: City of Boulder

Address (give city, county, state, and zip code):
City of Boulder
P.O. Box 791, 1739 Broadway
Boulder, Colorado 80306

Name and telephone number of the person to be contacted on matters involving this application (give area code):
Mr. Glenn Carriere, Project Manager
(303) 441-3266

6. EMPLOYER IDENTIFICATION NUMBER (EIN): [redacted] G

7. TYPE OF APPLICANT: (enter appropriate letter in box) C

A. State | H. Independent School Dist.
B. County | I. State Controlled Institution of Higher Learning
C. Municipal | J. Private University
D. Township | K. Indian Tribe
E. Interstate | L. Individual
F. Intermunicipal | M. Profit Organization
G. Special District | N. Other (Specify) ______

8. TYPE OF APPLICATION:
☒ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es): ☐ ☐
A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other (specify): ______

9. NAME OF FEDERAL AGENCY: Federal Aviation Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 20-106

TITLE: Airport Improvements Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Realign Parallel Taxiway "A" to Runway 8/26 (with fill) and Rehabilitate and Expand T-Hangar Apron

Grant executed 9/20/91

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):
ity of Boulder and Boulder County

13. PROPOSED PROJECT
Start Date: July 1991
Ending Date: July 1992

14. CONGRESSIONAL DISTRICTS OF:
a. Applicant: 2nd
b. Project: 2nd

15. ESTIMATED FUNDING:

a. Federal	$	653,454 .00
b. Applicant	$	75,606 .00
c. State	$	.00
d. Local	$	.00
e. Other	$	.00
f. Program Income	$	.00
g. TOTAL	$	729,060 .00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON
DATE July 24, 1986
b. NO ☐ PROGRAM IS NOT COVERED BY E.O. 12372
☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
☐ Yes If "Yes," attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative: Stephen T. Honey
b. Title: City Manager
c. Telephone number: (303) 441-3090
d. Signature of Authorized Representative: [redacted]
e. Date Signed: 9/12/91

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Standard Form 424 (REV 4-88)
Prescribed by OMB Circular A-102

Item 2C - City attorney to initiate and pursue litigation FAA

Exhibit 6

OMB Approval No. 0348-0043

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application ☒ Construction ☐ Non-Construction; Preapplication ☐ Construction ☐ Non-Construction	2. DATE SUBMITTED Sept. 6, 1991	Applicant Identifier
	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: City of Boulder, Colorado	Organizational Unit: City of Boulder
Address (give city, county, state, and zip code): City of Boulder P.O. Box 791, 1739 Broadway Boulder, Colorado 80306	Name and telephone number of the person to be contacted on matters involving this application (give area code): Mr. Glenn Carriere, Project Manager (303) 441-3266

6. EMPLOYER IDENTIFICATION NUMBER (EIN): [redacted] G

7. TYPE OF APPLICANT: (enter appropriate letter in box) C

A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify): ______

8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es): ☐ ☐

A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify): ______

9. NAME OF FEDERAL AGENCY: Federal Aviation Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 20-106

TITLE: Airport Improvements Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Realign Parallel Taxiway "A" to Runway 8/26 (with fill) and Rehabilitate and Expand T-Hangar Apron

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): City of Boulder and Boulder County

13. PROPOSED PROJECT: Start Date: July 1991 Ending Date: July 1992

14. CONGRESSIONAL DISTRICTS OF: a. Applicant: 2nd b. Project: 2nd

15. ESTIMATED FUNDING:

a. Federal	$ 653,454 .00
b. Applicant	$ 75,606 .00
c. State	$ .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ 729,060 .00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE July 24, 1986

b. NO ☐ PROGRAM IS NOT COVERED BY E.O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? ☐ Yes If "Yes," attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative: Stephen T. Honey	b. Title: City Manager	c. Telephone number: (303) 441-3090
d. Signature of Authorized Representative: [redacted]		e. Date Signed: 9/12/91

Previous Editions Not Usable

Standard Form 424 (REV 4-88) Prescribed by OMB Circular A-102

AFBJV

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Exhibit 6

OMB NO 80-R0184

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
____ Yes __X__ No

Name of Governing Body ____
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
____ Yes __X__ No

Name of Agency or Board ____
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
____ Yes __X__ No

(Attach Comments)
This was done under the Preapplication submittal (October, 1990)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
____ Yes __X__ No

Name of Approving Agency ____
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
__X__ Yes ____ No

Check one: State [ ]
Local [X] Airport Master Plan
Regional [ ]
Location of plan City of Boulder

Item 6.
Will the assistance requested serve a Federal installation?
____ Yes __X__ No

Name of Federal Installation ____
Federal Population benefiting from Project ____

Item 7.
Will the assistance requested be on Federal land or installation?
____ Yes __X__ No

Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment?
____ Yes __X__ No

See instruction for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals families, businesses, or farms?
____ Yes __X__ No

Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related Federal assistance on this project previous, pending, or anticipated?
____ Yes __X__ No

See instructions for additional information to be provided.

Exhibit 6

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

A. Current Airport Master Plan on file.
B. City Council recently adopted ordinance to enforce FAR Part 77 Criteria

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See attached Exhibit "A"

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

Exhibit 6

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.–There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

Exhibit 6

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog No. 20.106
2. Functional or Other Breakout .... N/A

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions: Latest Approved Amount	Use only for revisions: Adjustment + or (-)	Total Amount Required
1. Administration expense	$	$	$ 3,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			47,752
5. Other architectural engineering fees Testing, ALP, DBE, Exhibit "A", Survey			30,078
6. Project inspection fees			48,929
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			599,301
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			729,060
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Extended Warranty) 3yr			3,000
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			726,060
20. Federal Share requested of Line 19 90%			653,454
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			653,454
23. Grantee share 10% plus non-eligible costs			75,606
24. Other shares			
25. Total project (Lines 22, 23 & 24)	$	$	$ 729,060

FAA Form 5100-100 (6-73) SUPERSEDES FAA FORM 5100-10 PAGES 1 THRU 7

Exhibit 6

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO 80-R0184

SECTION C – EXCLUSIONS

26 Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a. Extended Warranty Option	$ 3,000	$ N/A
b		
c		
d		
e.		
f.		
g. Totals	$ 3,000	$ N/A

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	75,606
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL – Grantee share	75,606
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	$ *75,606

* Includes $3,000 Non-Eligible costs for Extended Warranty

SECTION E – REMARKS

The following items are incorporated by reference

1. Exhibit "A"
2. Assurances
3. Plans and Specifications for AIP Project No. 3-08-0004-05

PART IV PROGRAM NARRATIVE (Attach – See Instructions)

☆ U.S. GOVERNMENT PRINTING OFFICE: 1978-263-

Exhibit 6

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Page 1 of 2 Pages

Contract No. DOT-FA91NM-1075

Boulder Municipal Airport

Boulder, Colorado
(Location)

AMENDMENT NO. 1 TO GRANT AGREEMENT FOR PROJECT NO. 3-08-0004-05

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the City of Boulder, Colorado (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 20th day of September, 1991, to be amended as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree as follows:

That the maximum amount of the obligation of the United States as set forth in said Grant Agreement is hereby increased from $653,454 to $692,277.

That the described airport development now included in said Grant Agreement is hereby revised to add "Credit as the partial local share the donation of sponsor-owned gravel."

The revised description becomes "Relocate eastern portion of parallel taxiway; Rehabilitate T-hanger Apron; Acquire construction easement; Credit as the partial local share the donation of sponsor-owned gravel."

This offer to amend the described airport development and to increase the maximum obligation of the United States shall expire unless this amendment has been accepted by April 10, 1992.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the 27th day of March, 1992.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By [redacted]
Alan E. Wiechmann,
Title Manager, Denver Airports District Office

✩ U.S. GOVERNMENT PRINTING OFFICE: 1978-263-913

Exhibit 6

Project No. 3-08-0004-05

Boulder Municipal Airport

Boulder, Colorado
(Location)

City of Boulder, Colorado
(Name of Sponsor)

By [redacted]

Title City Manager

Date: March 24, 1992

(SEAL)

Attest: [redacted] FOR THE

AEB

Title City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, [redacted], acting as Attorney for the City of Boulder, Colorado (hereinafter referred to as "Sponsor") do hereby certify:

That I have examined the foregoing Amendment to Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Colorado, ~~and Regulations of the FAA (14 CFR Part 152)~~ and further that, in my opinion, said Amendment to Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Boulder, Colorado, this 24th day of March 19 92.

Exhibit 6 A

U.S. Department
of Transportation

Federal Aviation
Administration

Grant Agreement

Part I - Offer

Date of Offer SEP 17 1991

Boulder Municipal Airport

Project Number: 3-08-0004-05

Contract Number: DOT-FA91NM-1075

To: City of Boulder, Colorado
(herein called the "Sponsor")

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

Whereas, the sponsor has submitted to the FAA a Project Application dated September 12, 1991, for a grant of Federal funds for a project at or associated with the Boulder Municipal Airport 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:

Relocate eastern portion of Parallel Taxiway; Rehabilitate T-Hangar apron; Acquire construction easement,

all as more particularly described in the Project Application.

Exhibit 6

Now **therefore**, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act", and/or the Aviation Safety and Noise Abatement Act of 1979, 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, 90.00 percent.

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be $653,454. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

   $ - 0 - for planning
   $653,454 for airport development and noise program implementation

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 carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

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 27, 1991, or such subsequent date as may be prescribed in writing by the FAA.

. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgement, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars for AIP Projects," dated July 15, 1991, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

0. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

11. The sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

(1) The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

(2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

(3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).

(4) Qualifications of engineering supervision and construction inspection personnel.

(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material.

Exhibit 6

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 this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual 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

[redacted]

Manager, Denver Airports District Office

Part II - Acceptance

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

Executed this 20th day of September, 19 91.

CITY OF BOULDER, COLORADO

(SEAL) [redacted]

By: [redacted]
Sponsor's Designated Official Representative

Attest: [redacted]

Title: City Manager (Acting)

Title: Finance Director

Certificate of Sponsor's Attorney

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Boulder this 25th day of September, 19 91.

[redacted]

Signature of Sponsor's Attorney

Exhibit 6

Attachment 4

SPONSOR CERTIFICATION FOR REAL PROPERTY ACQUISITION

City of Boulder, Colorado	Boulder Municipal	AIP 3-08-0004-05
Sponsor's Name	Airport	Project Number

Taxiway "A" Realignment and T-Hangar Apron Rehabilitation
Project Description

Section 509(d) of the Airport and Airway Improvement Act of 1982, as amended (herein called the Act), authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. Every certified item must be marked. Each certified item with a "no" response must be fully explained in an attachment to this certification. If the item is not applicable to this project, mark the item "N/A". General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The project Grant Agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

1. Good and sufficient title (is) (will be) held on property in the project. The sponsor's attorney or other official (has prepared) (will prepare) and (has (will have) on file title evidence on the property.

   Yes X No ____ N/A ____

2. If defects and/or encumbrances exist in the title which adversely impact the sponsor's intended use of property in the project, they (have been) (will be) extinguished, modified, or subordinated.

   Yes X No ____ N/A ____

3. If property for airport development (is) (will be) leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions which prevent full compliance with the grant agreement.

   Yes ____ No ____ N/A X

4. Property in the project (is) (will be) in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

   Yes X No ____ N/A ____

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest (was) (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

   Yes X No ____ N/A ____

6. For any acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest (was) (will be) obtained for the right of flight and right of ingress and egress to remove obstructions. Interest (was) (will be) obtained for the right to restrict the establishment of future obstructions.
   Yes ______ No ______ N/A __X__

7. Appraisals (include) (will include) valuation data to estimate the current market value for the property interest acquired on each parcel and (were) (will be) prepared by qualified real estate appraisers hired by the sponsor. An opportunity (was) (will be) provided the property owner or representative to accompany appraisers during inspections.
   Yes __X__ No ______ N/A ______

8. Each appraisal (has been) (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. The written appraisals and review appraisal are available to FAA for review.
   Yes __X__ No ______ N/A ______

9. A written offer to acquire each parcel (was) (will be) presented to the property owner for not less than the approved amount of just compensation.
   Yes __X__ No ______ N/A ______

10. Effort (was) (will be) made to acquire each property through negotiation with no coercive action to induce agreement. If negotiation (was (will be) successful, project files (contain) (will contain) supporting documents for settlements.
   Yes __X__ No ______ N/A ______

11. If a negotiated settlement is not reached, condemnation (was) (will be) initiated and a court deposit not less than the just compensation (was (will be) made prior to possession of the property. Project files (contain) (will contain) supporting documents for awards.
   Yes ______ No ______ N/A __X__

12. If displacement of persons, businesses, farm operations, or nonprofit organizations in involved, a relocation assistance program (was) (will be) established. Displaced persons (received) (will receive) general information on the relocation program in writing, notice of relocation eligibility, and a 90-day notice to vacate.
   Yes ______ No ______ N/A __X__

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses (were) (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.
   Yes ______ No ______ N/A __X__

Exhibit 6

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that the attachments, if any, are correct and complete.

Signed: [redacted] Date: 3/19/92
Sponsor's Authorized Representative

Stephen T. Honey, City Manager
Typed Name and Title of Sponsor's Representative

[redacted]

LEGAL DESCRIPTION

A 65.00 FOOT STRIP OF LAND FOR A SLOPE EASEMENT LOCATED IN SECTION 22, T1N,R70W, OF THE 6TH P.M.,ALONG THE NORTHERN LINE OF A TRACT OF LAND DESCRIBED ON FILM 1651 AT RECEPTION NUMBER 1074089 IN THE BOULDER COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE W1/2,NE1/4,OF THE SW1/4,OF SAID SECTION 22 AS DESCRIBED ON FILM 1651 AT RECEPTION NUMBER 1074089;

THENCE N 00°16'17"W, 665.38 FEET ALONG THE EAST LINE OF THE W1/2,SE1/4,NW1/4 OF SECTION 22 TO THE SOUTHEAST CORNER OF THE NORTH 655 FEET OF THE W1/2,SE1/4,NW1/4 OF SAID SECTION 22 AND THE POINT OF BEGINNING;

THENCE N 89°39'33"W, 653.25 FEET ALONG THE NORTH LINE OF SAID PARCEL ON FILM 1651 AT RECEPTION NUMBER 1074089;

THENCE S 00°09'11"E, 65.00 FEET;

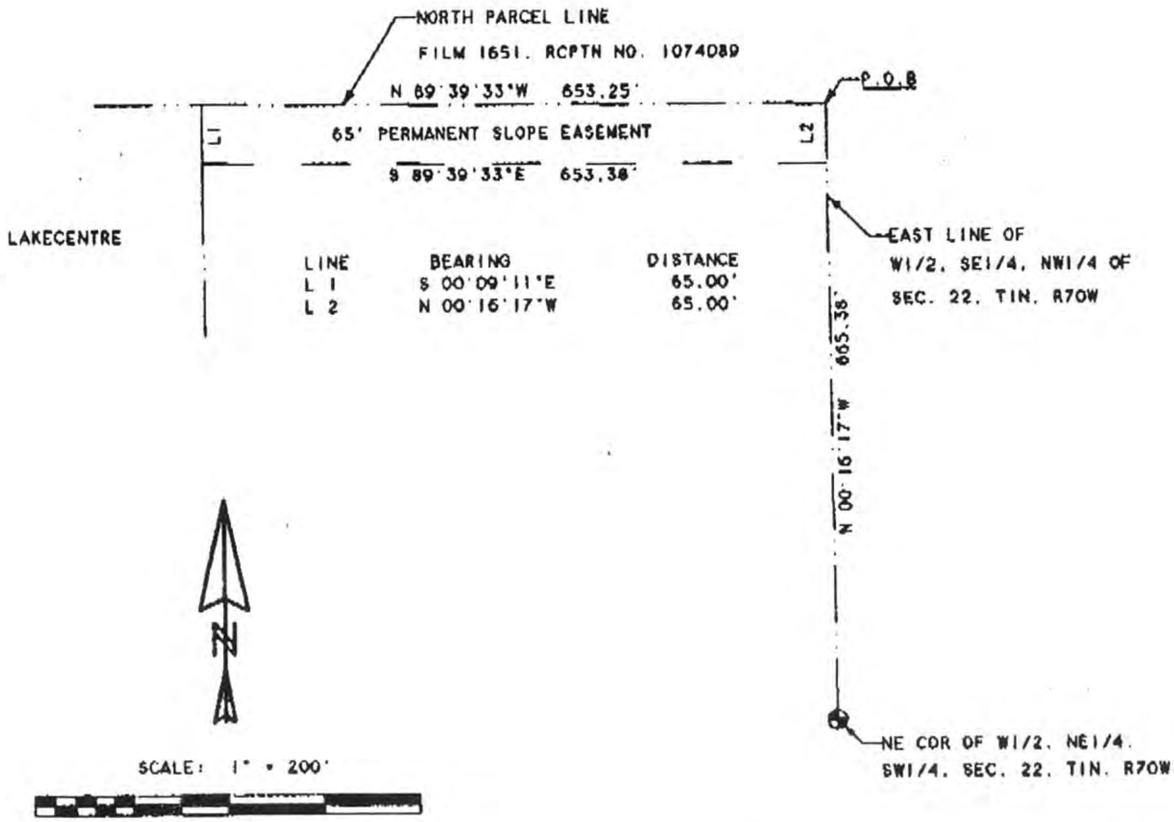
THENCE S 89°39'33"E,653.38 FEET TO A POINT ON THE EAST LINE OF THE W1/2,SE1/4,NW1/4 OF SAID SECTION 22;

THENCE N 00°16'17"W, 65.00 FEET ALONG THE SAID EAST LINE OF THE W1/2,SE1/4,NW1/4, OF SECTION 22, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 42,465 SQ. FT. OR 0.97 ACRES.

AIRPORT SLOPE EASE.

EXHIBIT



LINE	BEARING	DISTANCE
L 1	S 00°09'11"E	65.00'
L 2	N 00°16'17"W	65.00'

LEGAL DESCRIPTION

A 25.00 FOOT STRIP OF LAND FOR A CONSTRUCTION EASEMENT LOCATED IN SECTION 22, T1N, R70W, OF THE 6TH P.M., ON A TRACT OF LAND DESCRIBED ON FILM 1651 AT RECEPTION NUMBER 1074089 IN THE BOULDER COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE W1/2,NE1/4, OF THE SW1/4, OF SAID SECTION 22 AS DESCRIBED ON FILM 1651 AT RECEPTION 1074089;

THENCE N 00°16'17"W, 600.38 FEET ALONG THE EAST LINE OF THE W1/2,SE1/4,NW1/4 OF SECTION 22, TO THE POINT OF BEGINNING;

THENCE N 89°39'33"W,653.38 FEET;

THENCE S 00°09'11"E, 25.00 FEET;

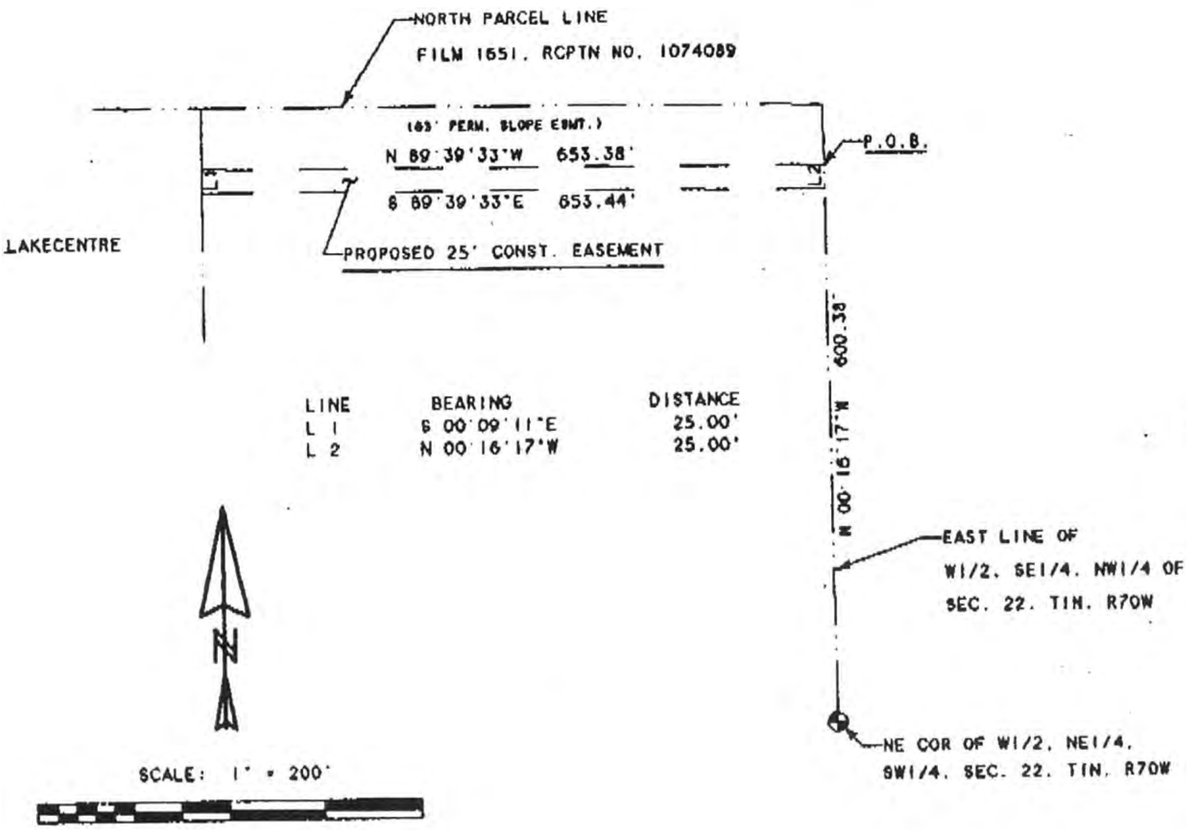
THENCE S 89°39'33"E, 653.44 FEET, TO A POINT ON THE EAST LINE OF THE W1/2,SE1/4,NW1/4 OF SAID SECTION 22;

THENCE N 00°16'17"W, 25.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 16,335 SQUARE FEET OR 0.37 ACRES.

AIRPORT CONST. EASE.

EXHIBIT


NORTH PARCEL LINE
FILM 1651, RCPTN NO. 1074089
(65' PERM. SLOPE ESMT.)
N 89°39'33"W 653.38'
S 89°39'33"E 653.44'
P.O.B.
LAKECENTRE
PROPOSED 25' CONST. EASEMENT
N 00°16'17"W 600.38'
LINE BEARING DISTANCE
L 1 S 00°09'11"E 25.00'
L 2 N 00°16'17"W 25.00'
EAST LINE OF
W1/2, SE1/4, NW1/4 OF
SEC. 22, T1N, R70W
NE COR OF W1/2, NE1/4,
SW1/4, SEC. 22, T1N, R70W
N
SCALE: 1" = 200'

#01130181 09/16/91 12:20 PM REAL ESTATE RECORDS
F1692 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

Exhibit 7

4-1

GRANT OF EASEMENT

Kenneth Eugene Cline, Jr., Thomas Foster Cline, Steven Eric Cline and Jean F. Burgoon, formerly Jean F. Cline ("Grantors"), whose address is 5555 Valmont Road, Boulder, CO 80301, for FIVE THOUSAND EIGHT HUNDRED and NO/100 DOLLARS, do hereby grant, bargain, sell and convey to the City of Boulder, a Colorado home rule city (the "City"), the address of which is 1777 Broadway, Boulder, Colorado 80302, a non-exclusive easement for the installation, construction, repair, maintenance, and reconstruction of a berm with a mass and slope adequate to provide lateral and subjacent support of an airplane taxiway constructed or to be constructed on adjacent property owned by the City and used in conjunction with the City of Boulder Municipal Airport, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the following real property, situated in Boulder County, Colorado, to-wit:

See attached Exhibit A

The City shall construct, install and adequately maintain the berm and landscaping on the berm. Such landscaping shall be sufficient to reasonably protect the berm from erosion and be acceptable to the Federal Aviation Administration.

Notwithstanding anything to the contrary herein, it is specifically agreed that any landscaping installed by either party in the easement shall not penetrate the floor of the Transitional Surface Slope of the Boulder Municipal Airport as defined by Federal Aviation Administration regulations.

Grantors, for themselves and for their heirs, successors and assigns, do hereby covenant and agree that no permanent structure or improvement shall be placed on said easement and right-of-way by themselves or their heirs, agents, lessees, successors or assigns, and that the City's use of such easement shall not otherwise be obstructed or interfered with.

Grantors warrant their ability to grant and convey this easement.

The terms of this easement shall be binding upon the Grantors, their heirs, agents, lessees and assigns, and all other successors to them in interest in the subject property or any part thereof, and shall continue as a servitude running in perpetuity with the above described property,

IN WITNESS WHEREOF, Grantors have caused this instrument to be duly executed as of this 12th day of September, 1991.

Kenneth Eugene Cline Jr

Kenneth Eugene Cline, Jr.

Steven Eric Cline

Steven Eric Cline

Thomas Foster Cline by Kenneth E Cline his agent and attorney in fact

Thomas Foster Cline

Jean F Burgoon by Kenneth E Cline her agent and attorney in fact

Jean F. Burgoon
formerly Jean F. Cline

Exhibit 72

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 12th day of September, 1991, by Kenneth Eugene Cline, Jr.; Steven Eric Cline; and Thomas Foster Cline and Jean F. Burgoon by Kenneth E. Cline as Attorney in Fact.

Witness my hand and official seal.

My commission expires: February 14, 1992

Notary Public

LEGAL DESCRIPTION

A 65.00 FOOT STRIP OF LAND FOR A SLOPE EASEMENT LOCATED IN SECTION 22, T1N,R70W, OF THE 6TH P.M.,ALONG THE NORTHERN LINE OF A TRACT OF LAND DESCRIBED ON FILM 1651 AT RECEPTION NUMBER 1074089 IN THE BOULDER COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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SAID EASEMENT CONTAINS 42,465 SQ. FT. OR 0.97 ACRES.

AIRPORT SLOPE EASE.

Exhibit 7
4-4

EXHIBIT A

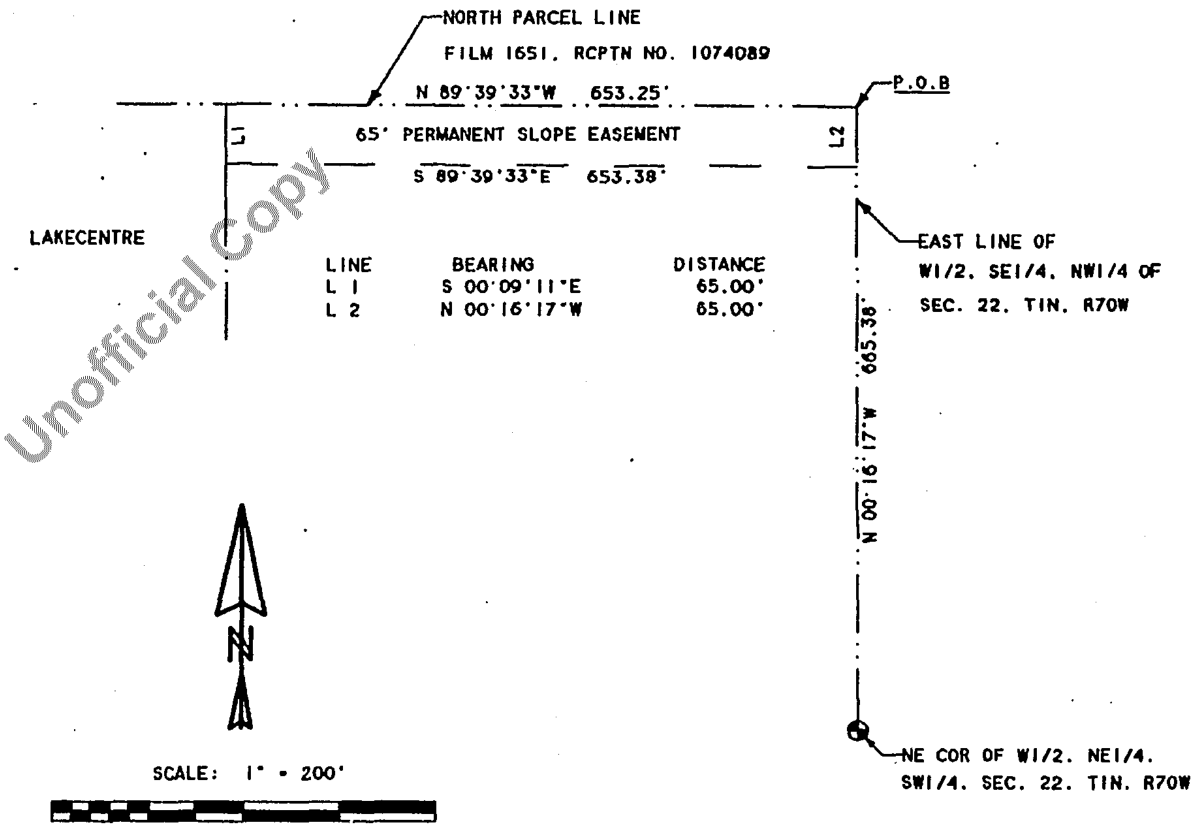


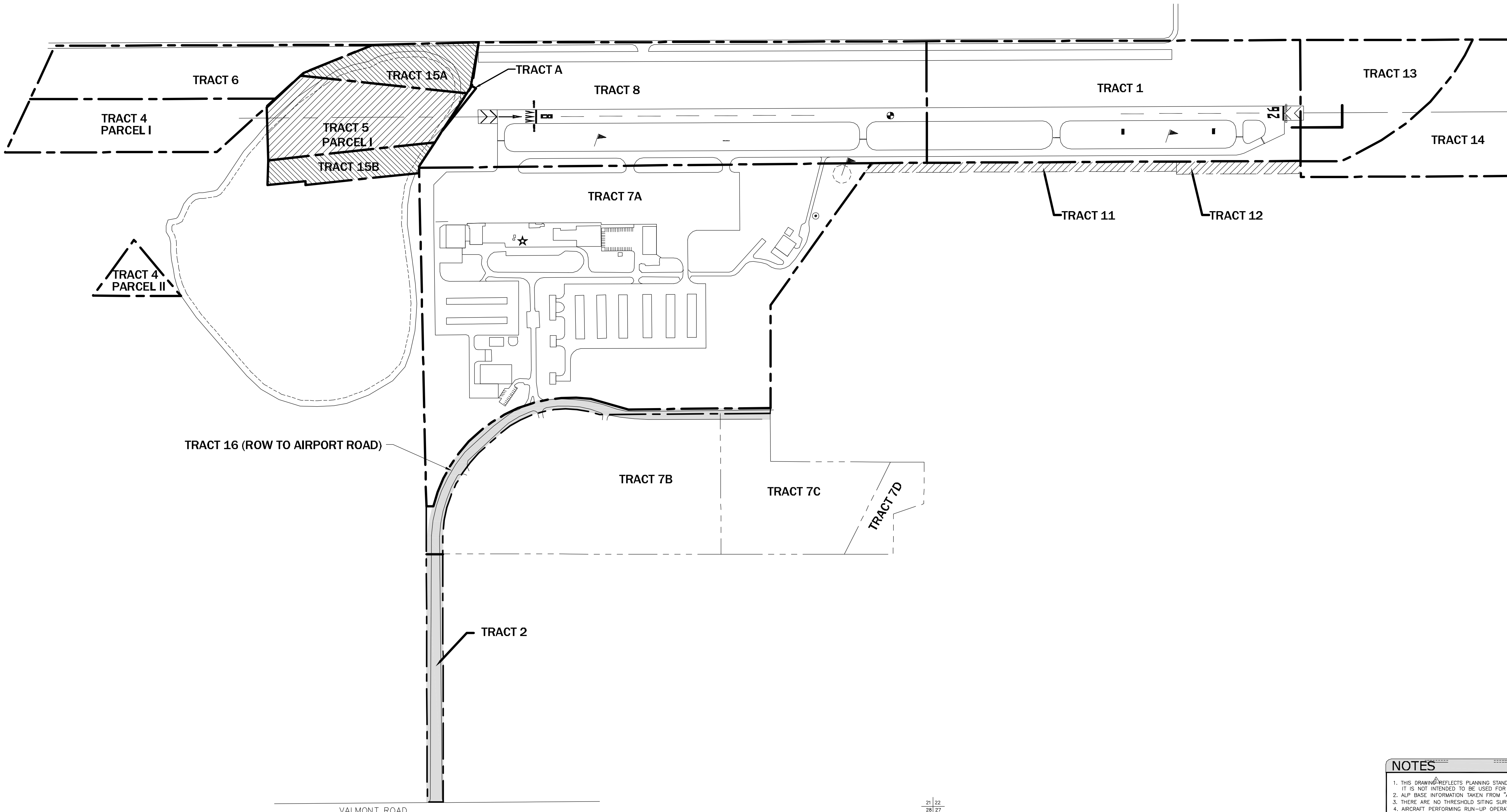
EXHIBIT MAP:

Proposed 65' Permanent
Slope Easement
across Cline Property
In Section 22, T1N, R70W

8/10/91 18391LDA.DWG
PROJECT NO. 183C0B-91

BOULDER LAND CONSULTANTS
4180 AMBER PLACE
BOULDER, COLORADO 80304
303 - 443 - 3616

Exhibit 8



PARCEL DATA

TRACT NO.	OWNER	TYPE	ACRES	PROJECT #	RECORDING INFO	RECEPTION #	DATE
1	CITY OF BOULDER	FEE	29.43	FAAP-01	PART N1/2 OF S1/2 NW1/4 SECTION 22	626856	2-3-59
2	CITY OF BOULDER	FEE	3.1	N/A	PART SW1/4 OF SE1/4 SECTION 21	625808	6-13-60
4 PARCEL I	CITY OF BOULDER	FEE	8.5	ADAP 5-08-0004-01	PART N1/2 OF S1/2 OF NW1/4 SECTION 21	214697	2-14-77
4 PARCEL II	CITY OF BOULDER	FEE	1.5	N/A	PART S1/2 OF S1/2 OF NW1/4 SECTION 21	214697	9-29-77
5 PARCEL I	CITY OF BOULDER	EASEMENT	8.2	FAAP-01	PART N1/2 OF SE1/4 OF NW1/4 SECTION 21	724045	4-16-63
6	CITY OF BOULDER	FEE	8.18	N/A	PART N1/2 OF S1/2 SECTION 21	625808	3-15-77
7A	CITY OF BOULDER	FEE	73.94	N/A	PART SW1/4 OF NE1/4 OF N1/2 OF SE1/4 SECTION 21		8-8-58
7B	CITY OF BOULDER	RELEASED	22	N/A	PART N 1/2 OF SE 1/4 SECTION 21	791028	7-18-90
7C	CITY OF BOULDER	RELEASED	9.7	N/A	PART N 1/2 OF SE 1/4 SECTION 21		10-25-90
7D	CITY OF BOULDER	RELEASED	2.4	N/A	PART N 1/2 OF SE 1/4 SECTION 21	1064282	
8	CITY OF BOULDER	FEE	36.2	N/A	PART N 1/2 OF SE 1/4 OF NE 1/4 SECTION 21		6-1-43
A	PART OF TRACT 5, PARCEL I AND TRACT 8 (OVERLAPPING BOUNDARY)						
11	CITY OF BOULDER	EASEMENT	1.86	N/A	PART SW1/4 OF NW1/4 SEC. 22 & SE1/4 OF NE1/4 SEC.21	1074089	11-2-89
12	CITY OF BOULDER	EASEMENT	0.97	N/A	PART SW1/4 OF NW1/4 SEC. 22 & SE1/4 OF NE1/4 SEC.21	1074089	9-13-91
13	CITY OF BOULDER	FEE	9.0	N/A	PART NW1/2 OF SE1/4 OF NW1/4 SECTION 21	1064282	10-25-90
14	CITY OF BOULDER	FEE	9.1	N/A	PART NW1/2 OF SE1/4 OF NW1/4 SECTION 21		
15A		EASEMENT	3.8		FUTURE ACQUISITION		
15B		EASEMENT	2.7		FUTURE ACQUISITION		
16	CITY OF BOULDER	RELEASE	6.2		FUTURE RELEASE TRACT 2 & PORTIONS OF TRACT 7A		

N/A-NOT APPLICABLE

	ACRES			ACRES
TOTAL FEE	178.95		TOTAL EASEMENT	11.03
FAA	47.61		FAA	2.83
CITY	131.45		CITY	8.2

PORTIONS OF SECTION 21 AND 22, T1N, R70W.

AIRPORT DATA

	EXISTING	FUTURE
AIRPORT ELEVATION (AMSL)	5288.0'	SAME
AIRPORT REFERENCE POINT (ARP)	LAT.40°02'21"N LON.105°13'35"W	SAME SAME
MEAN MAX. TEMP. HOTTEST MONTH	87.5°F	SAME
AIRPORT REFERENCE CODE (ARC)	B-II	SAME
TAXIWAY LIGHTING	MITL	SAME
TAXIWAY STRIPING	CENTERLINE	SAME
NPIAS SERVICE LEVEL	GA	SAME

REVISIONS

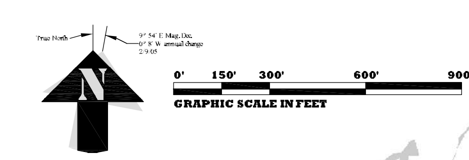
NO.	DESCRIPTION	DATE
1	AIP 3-08-0004-014-2020 Grant Application	2/26/20

LAYOUT PLAN LEGEND

	EXISTING	FUTURE
AIRPORT PROPERTY LINE		
AIRPORT SECURITY FENCE	X	X
AIRPORT BUILDINGS		
AIRFIELD PAVEMENT		
PAVED ROADS		
AVIGATION EASEMENT		
RUNWAY PROTECTION ZONE		
BUILDING RESTRICTION LINE	BRL	BRL
RUNWAY SAFETY AREA	RSA (E)	RSA (F)
RUNWAY OBJECT FREE AREA	ROFA (E)	ROFA (F)
FUEL STORAGE AREA	F	F
AIRPORT BEACON	☆	
LIGHTED WIND CONE		
AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS)		
VISUAL APPROACH SLOPE INDICATOR (VASI)		
THRESHOLD LIGHTS		
HOLDLINES		
TREES		
NGS SURVEY MONUMENT		

NOTES

1. THIS DRAWING REFLECTS PLANNING STANDARDS SPECIFIC TO THIS AIRPORT, AND IS NOT A PRODUCT OF DETAILED ENGINEERING DESIGN ANALYSIS. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION DOCUMENTATION OR NAVIGATION.
2. ALP BASE INFORMATION TAKEN FROM "AIRPORT LAYOUT DRAWING", BY WASHINGTON INFRASTRUCTURE SERVICES, INC., AUGUST 2001.
3. THERE ARE NO THRESHOLD SITING SURFACE OBJECT PENETRATIONS.
4. AIRCRAFT PERFORMING RUN-UP OPERATIONS AT T/W "A1" WILL REMAIN OUTSIDE OF TAXIWAY OBJECT FREE AREA MEETING AIRPLANE DESIGN GROUP II CRITERIA.
5. AIRPORT LOCATED IN SECTIONS 21 AND 22, TOWNSHIP 1 NORTH, RANGE 70 WEST.
6. ALL LAT./LONG. COORDINATE INFORMATION IS NAD83. RUNWAY END COORDINATES DETERMINED WITH GEODETIC CALCULATOR BASED ON NGS MARKER (PID LL1137) DESCRIPTION. NO SITE SURVEY WAS PERFORMED.



Boulder Municipal Airport
Airport Master Plan Update

Figure E8

Airport Property Map

E.20