

Management Agreement

This Management Agreement (the "Agreement") is entered into this 12th day of December, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, Erie, Colorado 80516 (the "Town") and Vector Air Management, LLC, a Colorado limited liability company with an address of 395 Airport Drive Erie, Colorado, 80516 ("Manager") (each a "Party" and collectively the "Parties").

Whereas, the Town is the owner and operator of the Erie Municipal Airport (EIK), more particularly described in **Exhibit A**, attached and incorporated by this reference (the "Airport");

Whereas, Manager is qualified and willing to provide the following services: (i) the management and maintenance of the movement areas of the Airport and Existing Airfield Improvements, as depicted on **Exhibit A**, attached and incorporated herein by this reference, and (ii) to develop and construct New Airfield Improvements as may be required to provide for the efficient, safe and orderly management of the Airport.

Now, therefore, in consideration of the respective promises and mutual agreements, covenants and conditions herein, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. For purposes of the Agreement, the following terms shall have the following meanings:

a. "Airfield Improvements" means the airfield improvements that exist on the Airport Movement Areas as of the Effective Date, as shown on **Exhibit A**, attached hereto and incorporated herein by this reference, and any new airfield improvements constructed during the term of this Agreement.

b. "Airport Layout Plan" means the plan approved by the Federal Aviation Administration ("FAA") showing the layout of the physical areas of the Airport.

c. "Airport Movement Areas" means the existing boundary of the Airport and Existing Airfield Improvements as depicted on **Exhibit A**.

2. Term and Termination.

a. Unless sooner terminated as provided in this Agreement, the term of this Agreement is as follows:

i. Initial Term. The initial term of this Agreement shall be 3 years, commencing on the Effective Date (the "Initial Term").

ii. First Extension. If neither Party provides written notice of termination at least 120 days prior to the end of the Initial Term, this Agreement shall automatically be extended for an additional 2 years (the "First Extension").

iii. Second Extension. If neither Party provides written notice of termination at least 120 days prior to the end of the First Extension, this Agreement shall automatically be extended for an additional 2 years (the "Second Extension").

b. Termination. Either Party may terminate this Agreement upon 120 days' advance written notice.

3. Compensation and Payments.

a. Management Services. In consideration for the services performed by Manager under this Agreement, the Town shall pay Manager \$240,000 annually, payable in equal monthly installments. The compensation shall be adjusted during the First Extension and Second Extension, based on the Consumer Price Index ("CPI") for the Denver-Boulder-Greeley area, as published by the U.S. Bureau of Labor Statistics. The adjustment formula shall be as follows: Adjusted Management Compensation = Current Management Compensation x (1 + CPI New – CPI Base / CPI Base).

b. Town Staff Time. If Manager fails to perform its obligations hereunder, Manager shall pay to the Town the actual cost of any Town staff time spent performing any such obligations ("Town Staff Time"), including overtime, if applicable, which amounts shall be deducted from the monthly compensation paid to Manager.

c. Collections. Manager shall collect the following on behalf of the Town:

i. Tie-Down Fees. Remitted monthly by the 15th day of the following month;

ii. Through the Fence (TTF) fees. Remitted annually by July 15;

iii. Rents. Remitted monthly by the 15th day of the following month; and

iv. Fuel Flowage Fees. Remitted monthly by the 15th day of the following month.

d. Operating Expenses. All routine costs associated with the operation and maintenance of the Airport and the Airport Movement Areas and Airfield Improvements, including without limitation taxes, insurance, and maintenance costs, whether directly incurred or delegated to a third party, shall be paid by the Town, unless otherwise outlined in the separate Fixed Base Operator ("FBO") agreement.

e. Utilities. The Town shall pay all fees and costs for utility services used at the Airport.

4. Improvements/Alterations.

a. Capital Improvement Plan. Manager shall, in coordination with the Town, prepare and file with the FAA, as and when required by the FAA, a Capital Improvement Plan ("CIP"), which shall seek to improve, modernize and renovate existing Airfield Improvements and develop and construct new Airfield Improvements, so as to provide for the efficient, safe and orderly operation of the Airport. Prior to and upon FAA approval of a CIP, Manager shall deliver to the Town a copy of each CIP.

b. Implementation. Manager shall diligently, and subject to the receipt of the funding, use reasonable efforts to manage implementation of the existing CIP and continue such implementation until such time as the FAA approves a subsequent CIP. Subject to FAA approval, if required, and the Town's prior written approval, Manager may make changes to the nature and phasing of individual projects within the CIP.

c. FAA Grants and Government Financing. With the Town's assistance, Manager shall seek funding from the FAA to improve and upgrade the Airport Movement Areas and Airfield Improvements. The Town shall serve as the sponsor of such funding. Manager shall disburse and account for any funds received in accordance with the applicable grant or loan program. Manager shall advise the Town on potential future FAA grant assurance violations. The Town, as the FAA-assigned Airport Sponsor, is solely responsible for compliance with FAA Grant assurances.

5. Responsibilities and Rights of the Town.

a. Equipment. The Town shall provide Manager with the equipment and rolling stock described in **Exhibit C**, attached hereto and incorporated by this reference.

b. Entry. The Town reserves the right to enter the Airport at any time for any purpose necessary, and to use any and all means which the Town may deem proper in an emergency, without any liability to Manager.

c. Closure. The Town shall have the right to temporarily suspend operations at the Airport, in the case of emergencies, for so long as reasonably required to meet the emergency conditions, or as otherwise permitted or required by the FAA for up to 10 days each year. The Town shall, except in the case of emergencies, give Manager written notice of any such suspension not less than 30 days prior to the date of such suspension. The Parties acknowledge that the FAA may require closure of the Airport for any length of time for any purpose it deems necessary.

6. Responsibilities of Manager.

a. General. Manager shall manage the Airport as a public airport, and perform all work and furnish all services required for such operation, in an orderly and proper manner and in accordance with all applicable federal, state and local laws, rules and regulations, agreements, assurances, and the terms and conditions of this Agreement. Manager shall at all times comply with all applicable law, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*, as amended by and including the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499 ("SARA"); Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.* ("TSCA"); the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f-300j; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Hazardous Materials Transportation Act, as amended; the Federal Water Pollution Control Act, the Rivers and Harbors Act of 1899, 33 U.S.C. § 401 *et seq.*; the National Environmental Policy Act, 42 U.S.C. § 4321, *et seq.*; the Refuse Act, 33 U.S.C. § 407, *et seq.*; the Emergency

Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 1101, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; and all Colorado Hazardous Waste control laws, safe drinking water acts, water quality acts, and Hazardous Substances acts.

b. Manager Services. Manager shall manage the Airport in the same manner as other airports of similar size and type located in the Denver metropolitan area, and in accordance with all FAA rules, regulations, grant assurances and requirements. Manager, by way of example and not of limitation, shall perform those roles and responsibilities as set forth on **Exhibit D**, attached hereto and incorporated by this reference.

c. FAA Certification. Manager shall maintain FAA certification to the extent FAA airport certification rules apply to the Airport at any time.

d. Recordkeeping. Manager shall maintain separate financial accounting records to properly record and categorize expenses incurred in connection with this Agreement on a basis that is consistent with GAAP and of sufficient detail to assure the Town of the safeguarding of the assets being managed, and in accordance with the standards required by the FAA. The Town or its agent shall have the right, at the Town's expense and at reasonable times upon prior notice to Manager, to examine the books and records of Manager.

e. Annual Audit and Financial Statements. Manager understands that its activities pursuant to this Agreement may result in the activities being accounted for as a Fund or as a Component Unit of Town under GAAP, which requires Manager to maintain separate records for its specific activities under this Agreement. Manager agrees to maintain such records in a format suitable to Town's auditors and to make those records available to the auditors no later than 90 days after December 31 of each year. The audited account balances from Manager's records will then be provided by the auditors to Town Staff. Manager shall maintain any applicable books and records for such period of time as requested by the auditors. Manager's records shall include a list of all expenses and revenues, and a clear accounting of Town Staff Time directly related to the Agreement responsibilities of Manager.

f. Emergency Plans. The Town of Erie Local Emergency Operations Plan ("LEOP") provides general guidelines and principles for managing and coordinating the Town's overall mitigation, preparedness, response and recovery activities before, during and after emergencies and disasters that affect the Town including Erie Municipal Airport. Manager shall designate a member of Manager's on-airport staff responsible for emergency preparedness activities; this staff member shall be responsible for maintaining and developing emergency plans that shall be included in the Town's LEOP. This staff member shall work in coordination with the Town of Erie Emergency Manager, the Town of Erie Emergency Preparedness Coordinator, Erie Police Department and the Mountain View Fire Protection District as well as other off-airport resources that may be required in the event of an emergency on the Airport. All emergency communications shall be in accordance with the Town's LEOP and shall be conducted in coordination with the Town's Information Coordinator.

g. Community Relations. Manager shall develop a community relations program, including the designation of a member of Manager's on-airport staff responsible for community liaison activities. Such community relations program shall be presented to the Town within 120 days following the Effective Date and be reviewed and presented annually to the Town by the end of the first quarter of each year.

h. Noise Abatement Officer. For the purposes of providing and maintaining good relationships with Airport neighbors consistent with safe aircraft operation and applicable law, Manager shall designate a noise abatement officer who shall serve as the primary liaison with the community. The noise abatement officer shall maintain a log of all noise complaints and shall provide information to complaining parties regarding applicable airport noise law. Manager shall publish maps of commonly used Airport traffic entries and patterns depicting the location of noise sensitive areas.

i. Meetings. Manager and Town Staff shall establish a regular meeting schedule, which meetings shall be held no less frequently than once a month.

j. Reporting. Manager shall report to the Town Council and staff, as the Town requires, with respect to all matters relating to the management of the Airport.

k. Subcontracting. Manager may subcontract any work or services to others in a prudent manner, provided that the overall management of the Airport is exercised by Manager. The Town shall pay for or reimburse Manager for any and all subcontractors used by Manager; provided that the Town shall in no event shall have any liability to any subcontractor, and Manager shall hold the Town harmless with respect to any payments alleged to be due to Manager's subcontractors. Manager shall ensure any such contracts comply with the Town's purchasing policy.

l. FAA Requirements. The Parties hereby acknowledge and agree that the Airport shall be managed in accordance with the terms and conditions set forth in any applicable FAA grant assurances and as set forth on **Exhibit E**, attached hereto and incorporated by this reference, as well as all FAA regulations and requirements. The grant assurances set forth in **Exhibit E** were provided by the Town as a condition of the Town's acceptance and use of federal grant funds from the FAA. Within the areas of its control and responsibility, Manager agrees to comply with those assurances.

7. Insurance/Indemnification.

a. Manager shall, during the entire Term, procure and maintain, and shall cause any subcontractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Town in the exercise of its reasonable discretion. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Manager pursuant to this Agreement. In case of any claims made policy, Manager shall procure "tail" insurance for the period Manager performed services under this Agreement to maintain continuous coverage. Manager shall be solely responsible for payment of all deductible payments required by such policies.

i. Worker's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Manager or a subcontractor engaged in the performance of work under this Agreement.

ii. Aviation Commercial General Liability insurance with minimum combined single limits of \$5,000,000 each occurrence and \$5,000,000 aggregate. The policy shall be applicable to all premises used by, and operations undertaken by Manager in performing this Agreement. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, completed operations, and hangar keepers' legal liability. The policy shall contain a severability of interests provision. The policy shall have a sublimit of \$1,000,000 for Hangar Keepers Legal Liability.

iii. Comprehensive Automobile Liability insurance within single limits for bodily injury and property damage of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate with respect to each of Manager's owned, hired or non-owned vehicles assigned to or used in the performance of this Agreement. The policy shall contain a severability of interests provision.

iv. Storage Tank Guard Liability insurance with minimum combined single limits of \$2,000,000 each occurrence and \$2,000,000 aggregate and self-insured retention of \$5,000 for each incident. The policy shall be applicable to Manager's operations, tank and fueling equipment and ancillary fueling equipment for the Fuel Tanks and shall cover On-Site clean-up of new conditions; third-party claims for on-site Bodily Injury and Property Damage; third-party claims from on-site clean-up from new condition; and third-party claims for on-site Bodily Injury and Property Damage. Coverage shall be extended to all newly installed above-ground tank systems as they are placed into operation. Upon the Town's execution of the separate FBO agreement and written confirmation that the FBO operator has Storage Tank Guard Liability insurance, Manager may cancel its Storage Tank Guard Liability Insurance.

b. Endorsement. The policies shall be endorsed to include the Town and the Town's officers and employees as an additional insured, and shall be primary insurance.

c. Certificate. A certificate of insurance shall be provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, on or before the Effective Date and annually thereafter. The certificates shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least 30 days prior written notice has been given to the Town. Manager shall notify the Town within 10 days if the coverages afforded under the policies are materially changed.

d. Waiver of Subrogation. Manager waives its right of recovery against the Town for any loss covered by insurance policies required by this Agreement.

e. Indemnification. Manager agrees to indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all suits, actions and

claims of every nature and description caused by, arising from or on account of any act or omission of Manager, or of any other person or entity for whose act or omission Manager is liable, with respect to Manager's activities or obligations under this Agreement (the "Claims"); and Manager shall pay any and all judgements rendered against the Town as the result of any Claims, together with all reasonable expenses and attorney fees incurred by the Town in defending any suit, action or claim arising out of or related to such Claims.

8. Nonexclusive Right. Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958, 49 U.S.C. § 1349.

9. Miscellaneous.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.

e. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. Modification. This Agreement may only be modified upon written agreement of the Parties.

h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies,

or the period in which such remedies may be asserted, for work negligently or defectively performed.

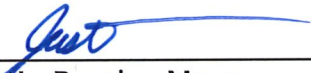
k. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

l. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

m. FAA Review. Manager shall submit this Agreement to the FAA's regional office to allow the FAA to review the Agreement and note any terms that are inconsistent with FAA policy. However, it is stated FAA policy not to "approve" agreements between third parties, and this Agreement is not contingent on an FAA statement of approval. If the FAA disapproves of the Agreement or any portion thereof, the Parties shall revise and, if necessary, renegotiate those terms found by the FAA to be unacceptable to fully address the FAA objections.

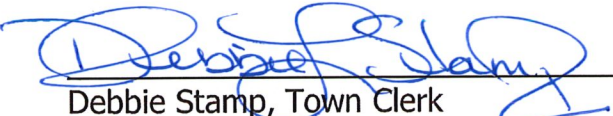
In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie



Justin Brooks, Mayor

Attest:



Debbie Stamp, Town Clerk

Manager

DocuSigned by:
Jason Hurd
0B9FF46A3D3648F...

State of Colorado)
County of _____) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2023, by _____ as _____ of Vector Air Management LLC.

My commission expires: _____

(Seal)

Notary Public

No.	Revision	Ctd	Date

The preparation of this document may have been supported, in part, through the Federal Investment Program financial assistance from the Federal Aviation Administration (AIP No. 3-08-090-13-2012) as provided under Title 49 U.S.C., Section 47104. The contents do not necessarily reflect the official views or opinions of the FAA. The FAA's review and approval of this document does not constitute a commitment on the part of the United States to participate in any development project described herein nor does it indicate that the proposed development is environmentally acceptable or would have justification in accordance with appropriate public laws.

Identification	Coordinates
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Exhibit C

Equipment and Rolling Stock

EQUIPMENT:

One (1) Volvo L90H Wheel Loader, having a Vehicle Identification Number of VCE0L90HLOS623472 with the following attachments:

- 1 ea. Bucket attachment
- 1 ea. Gjerstad 20-foot snowplow attachment
- 1 ea. Forklift attachment

One (1) Kubota L6060HSTC Tractor s/n 42463 with the following attachments:

- 1 ea. Kubota L447 Snowplow Blade
- 1 ea. Kubota L2184 Snowplow Blade
- 1 ea. Land Pride RC2515 Mower Deck
- 1 ea. Land Pride RC2596 Mower Deck

ROLLING STOCK:

Those items and personal property of the Town at the Airport existing on and as of the Effective Date associated with and in support of the Routine Maintenance items set forth in Section 4.3.1 the Agreement

Exhibit D

Manager Authority Obligations

General Maintenance excluding repairs, parts and third-party invoices:

1. Runway, taxiway, intersection and threshold, minor sign repair, bulb replacement.
2. Replace, maintain and manage repairs for the lighting system.
3. Provide inspection, maintenance, manage repairs, and calibration of the PAPI, AWOS and REIL systems.
4. Maintain windsock.
5. Mow and edge all grass areas and control weeds on Airport property.
6. Maintenance, minor repair and manage general repairs of vehicle entrances.
7. Maintenance, minor repairs, and manage general repairs of gates.
8. Maintain all signage.
9. Keep all areas clean of debris and litter.
10. Enforce all airport rules and regulations and propose any new airport rules and regulations which Manager believes would promote safety or efficiency.
11. Coordinate with Town regarding maintenance of all concrete and asphalt surfaces and coordinate repairs
12. Take care of all aspects of storm water monitoring for Water Quality, including yearly permitting, State required monthly inspections and yearly reporting.
13. Runway Inspection – daily reporting as required.
14. Coordinate maintenance for runway and taxi system regulators, relays, transmitters for pilot-controlled lighting.

General

1. Assist the Town in developing annual airport operating budgets for Town approval.
2. Account for all income and expenses associated with the airport.
3. Hire, oversee and manage all vendors for the airport.
4. Coordinate with the Town to purchase all material and equipment for use at the airport.
5. Hire, oversee and manage all technical service providers for the airport (architect, engineers, contractors, etc).
6. Manage airport personnel.
7. Promote new and future hangar development and airport improvements to potential tenants.
8. Manage the leasing program for all facilities at the Airport.
9. Provide NOTAMS and monitor Airport radio during normal business hours.
10. Keep daily safety reports and periodic inspections.
11. Oversee wildlife management at the Airport.
12. Plow and clear snow from runways, taxiways, gate entrance area, parking areas and around the FBO building.

13. Manage ramps and manage, operate, maintain, aircraft tie-down areas, cables and fasteners.
14. Develop emergency plans that shall include coordination with the Town Police Department and the Mountain View Fire Protection District, and other off-Airport resources, as may be required to address any incident or emergency at the Airport.
15. Coordinate with utilities (i.e., Xcel, Comcast, and Town of Erie Water and Sewer).
16. To the extent possible, maintain compliance with FAA database requirements, keep records of aircraft on field for filing, billing and security reasons on a regular basis.
17. Maintain landscaping, irrigation systems, fencing and parking lots.
18. Coordinate all Airport agreements including subleases and through-the-fence agreements.
19. Enforce all EIK rules, regulations and maintain current standards.
20. Maintain FAA certification to the extent FAA airport certification rules apply to the airport at any time.
21. Bill for and collect all Through the Fence Fees.
22. Perform 6-year CIP Planning (coordinating with the CDOT Dept of Aeronautics and presenting to Town board of Trustees).
23. Grant Applications and Planning (CDOT Dept of Aeronautics and FAA).
24. Consultant Management.
25. Coordinate with the Town to process Grants.
26. Create Board of Trustees Memos and Presentations to Board of Trustees regarding the Airport as requested and to include:
 - a. Monthly financial report and balance sheet;
 - b. Monthly fuel sales;
 - c. Monthly operational income and expenses;
 - d. Monthly status of any new leases, construction projects or improvements;
 - e. Monthly number and nature of complaints;
 - f. Incidents or accidents;
 - g. Any other significant events in the prior month.
27. Attend or conduct Monthly meetings with Town staff as required .
28. Correspondence with FAA and CDOT Dept of Aeronautics.
29. AWOS Contracts/Evaluating AWOS Maintenance Proposals.
30. Development Review.
31. Coordinating Vector Control.
32. Address miscellaneous Questions/task as directed by the Town Board of Trustees and Airport Users.
33. Coordinate CDOT Dept of Aeronautics Airfield Inspections.
34. Order parts and equipment as necessary.
35. Project Management (includes meetings with airport users, board memos and presentations, Fee Reviews, consultant management, Design Meeting, Plan Review, Pre Bid Meeting and preparation, Bid Opening, Construction Contract

processing, Preconstruction Meeting, Construction Meetings, processing pay estimates and change orders, participating in final walk through and developing punch list items, and project closeout with the FAA and CDOT Dept of Aeronautics).

36. Sweeping - Airport ramp, taxiway and runway and surrounding area
37. Annual walk through at airport site with insurance provider.
38. Comply with TSA regulations and requirements.
39. Coordinate with the Town website administrator to provide Airport information, services, and events on the Town website.

EXHIBIT "E"
FAA GRANT ASSURANCES

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** 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 compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program 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 assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

- C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that: