

NB

SCENARIO TWO:

FILE COPY

BUDGET 10.#

PROPERTIES: B, D, E, & F
SQ. FT.: 50,820 sq. ft.
ACTUAL COSTS: \$4,162,500

45 units (K-1 project)

PERCENTAGE BREAKDOWN: <\$3,330,000 @ 80%>
<\$ 832,500 @ 20%>

LAND SALE PROCEEDS: <\$660,660 @ \$13/sq. ft.>
- \$528,528 recycled dollars
- \$132,132 unrestricted dollars
<\$762,300 @ \$15/sq. ft.>
- \$609,840 recycled dollars
- \$152,460 unrestricted dollars

FUNDING: \$3,000,000 (FAA GRANT "NB") 1991-1992
330,000 (LAND SALE PROCEEDS)
832,500 (DOA GRANT 1992-1993)
\$4,162,500

BALANCE OF DOA GRANT 1991-1992: \$497,500
BALANCE OF LAND SALE PROCEEDS: \$330,660 @ \$13/sq. ft.
- \$198,528 recycled dollars
- \$132,132 unrestricted dollars
\$432,300 @ \$15/sq. ft.
- \$279,840 recycled dollars
- \$152,460 unrestricted dollars

FILE COPY

SCENARIO TWO:
(cont.)

PROPERTIES:

A & C

4 units

BUDGET I.D.#

(1-2 project)

SQ. FT.:

50,820 sq. ft.

ACTUAL COSTS:

\$3,792,500

PERCENTAGE BREAKDOWN:

<\$3,034,000 @ 80%>

<\$ 758,500 @ 20%>

LAND SALE PROCEEDS:

<\$660,660 @ \$13/sq. ft.>

- \$528,528 recycled dollars

- \$132,132 unrestricted dollars

<\$762,300 @ \$15/sq. ft.>

- \$609,840 recycled dollars

- \$152,460 unrestricted dollars

FUNDING:

\$3,000,000

(FAA GRANT "ND") *1992-1993*

295,000

(LAND SALE PROCEEDS)

497,500

(DOA GRANT 1992-1993)

\$3,792,500

BALANCE OF LAND SALE PROCEEDS:

\$365,660 @ \$13/sq. ft.

- \$233,528 recycled dollars

- \$132,132 unrestricted dollars

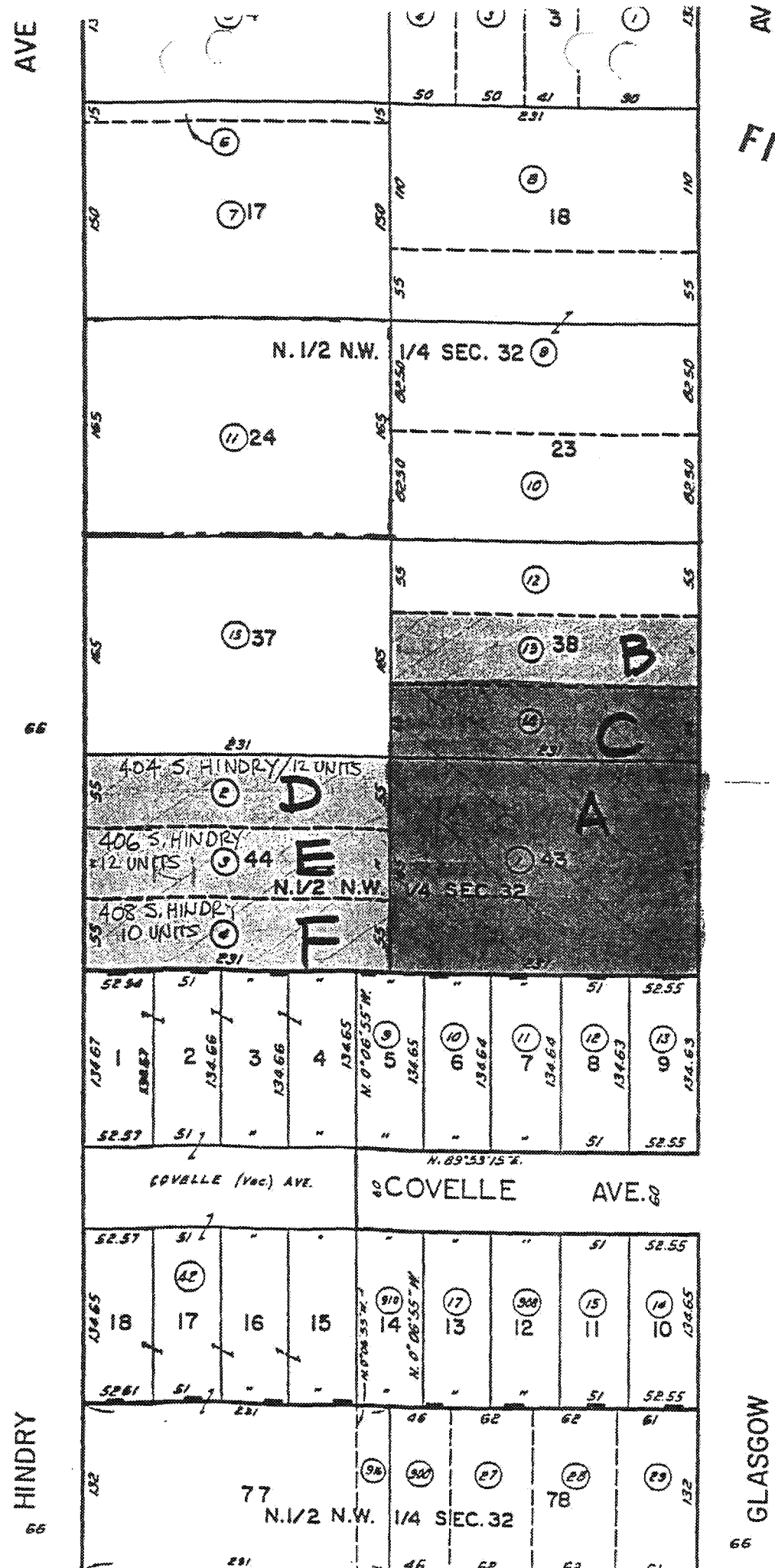
\$467,300 @ \$15/sq. ft.

- \$314,840 recycled dollars

- \$152,460 unrestricted dollars



TOTAL FAA GRANT: \$6,000,000
TOTAL DOA GRANT: \$1,330,000
LAND SALE PROCEEDS: \$625,000

FILE COPY



38,115 \$
 12,705 \$
 12,705 \$
 12,705 \$
 12,705 \$
 12,705 \$
 AL 101,640 \$

← 353 S. GLASGOW
11 UNITS
 ← 359 S. GLASGOW
11 UNITS
 ← 401
405 } S. GLASGOW
409 } 30 UNITS

 K-1
45 UNITS
 K-2
4 UNITS





U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region

P.O. Box 92007
Worldway Postal Center
Los Angeles, CA 90009

MAY 3 1993

Mr. Jesse Lewis
Redevelopment Director
The Inglewood Redevelopment Agency
One Manchester Boulevard
Inglewood, CA 90301-1750

Dear Mr. Lewis:

Los Angeles International Airport, CA.
City of Inglewood (Sponsor)
AIP Project No. 3-06-0139-NB
Amendment No. 1

Enclosed are the original and four copies of the approved Amendment No. 1 to the Grant Agreement for subject project modifying the project description on page one of the said Grant Agreement.

An official of the City of Inglewood authorized to accept the enclosed Amendment shall accept same by signing said Amendment and inserting the date on page one in the space provided.

The Sponsor's Attorney shall certify that the acceptance complies with all applicable laws and constitutes a legal and binding obligation of the Sponsor by executing the "CERTIFICATE OF SPONSOR'S ATTORNEY." The date of said certificate shall be the same as, or later than the date of execution.

When the documents are fully executed, certified, attested and appropriate seals are impressed, please return the original and three copies of the Grant Amendment to this office. This Amendment must be executed by June 30, 1993.

Sincerely,

John E. Milligan
Supervisor, Standards Section

Enclosures

REDEV...

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

Page 1 of 3 Pages

FILE COPY

Contract No. DTFA08-92-C-20731

Los Angeles International Airport

Los Angeles, California

AMENDMENT NO. 1 TO GRANT AGREEMENT FOR PROJECT NO. 3-06-0139-NB

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 Inglewood, California (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 29th day of September, 1992, 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 that said Grant Agreement be and is hereby amended as follows:

See Attachment, Page 3.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the 15th day of June, 1993.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN REGION

By: John P. Milligan
John P. Milligan, Supervisor
Standards Section

Project No. 3-06-0139-NB

Los Angeles International Airport

Los Angeles, California

City of Inglewood, California

(Name of Sponsor)

By: EDWARD VINCENT

Title: Edward Vincent, Mayor

(SEAL)

Attest: HERMANITA V. HARRIS

Title: Hermanita V. Harris, City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, HOWARD ROSTEN, acting as Attorney for the City of Inglewood, California (hereinafter referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by the Sponsor relating thereto, and finding 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 California, 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 Inglewood, CA, this 15th day of June, 1993.

By: HOWARD ROSTEN

Title: Howard Rosten, City Attorney

Contract No. DTFA08-92-C-20731

Los Angeles International Airport

Los Angeles, California

Attachment to Amendment No. 1 to Grant Agreement for Project
No. AIP 3-06-0139-NB.

1. Delete the airport development described on page 1 and substitute in lieu thereof the following described airport development:

Acquire land for noise compatibility within Site No. 13 (approximately 2 parcels) to provide for relocation, removal of improvements, and resale.

2. On page 2, under Conditions, delete item 10 and substitute in lieu thereof the following:

10. It is 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 to parcels described as shown on the property map attached hereto and identified as Exhibit "B-1", and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property map attached hereto until the sponsor has submitted evidence that it has acquired a fee title or such lesser property interests as may be found satisfactory to the FAA in and to said parcels, (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.

3. On page 2, under Conditions, delete item 12 and substitute in lieu thereof the following:

12. It is understood and agreed by and between the parties hereto that the sponsor shall grant an avigation easement on land within Site No. 13 as shown on the property map, Exhibit "B-1", to the City of Los Angeles, Department of Airports, California, prior to disposal or resale of said land.

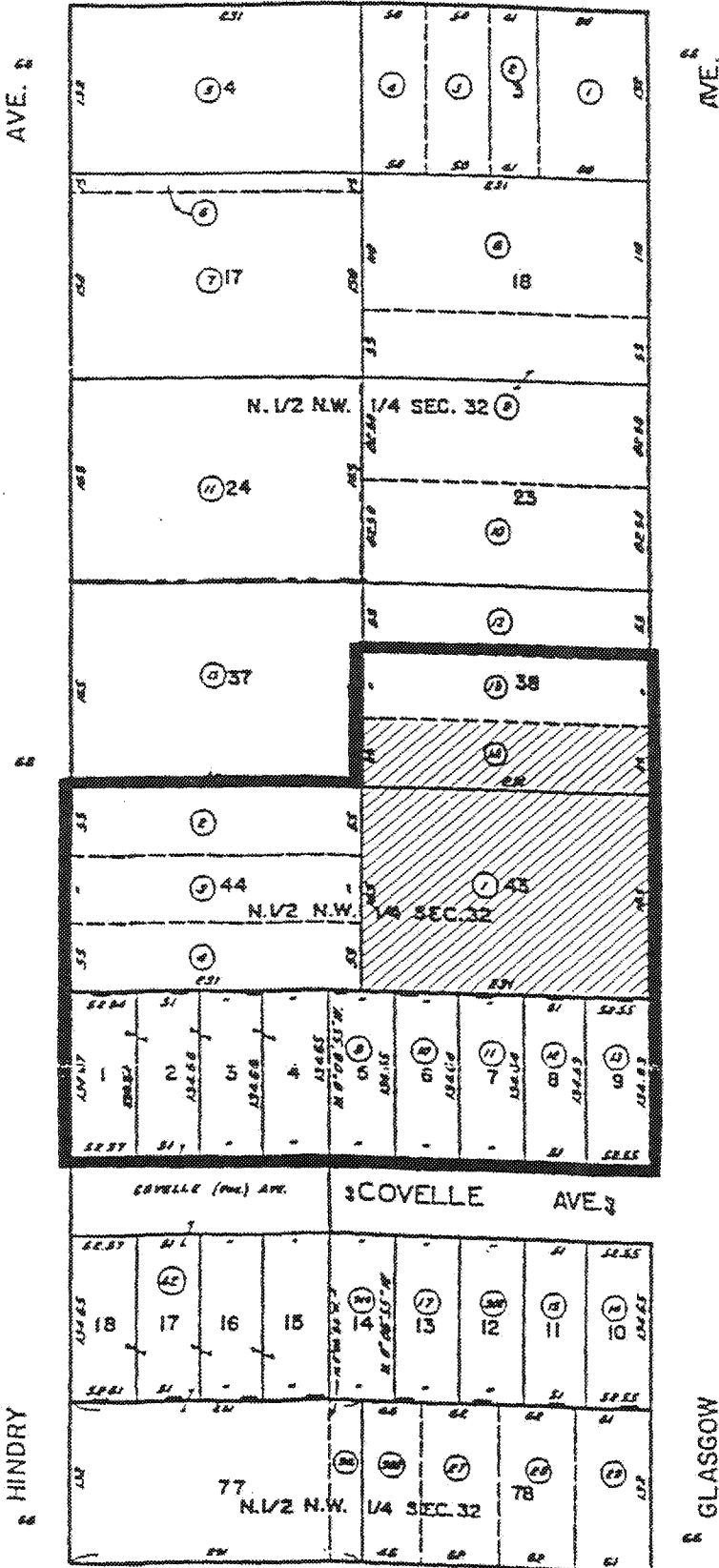
-Ehd-

EXHIBIT "B-1"

MANCHESTER

BLVD.

OLIVE ST.



A.P.N./ADDRESS

- 4126-007-001/401 SO. GLASGOW AVE.
- " " " /405 SO. GLASGOW AVE.
- " " " /409 SO. GLASGOW AVE.
- 4126-008-014/359 SO. GLASGOW AVE.

■ SITE NO. 13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH
FAA GRANT "NB"

HINDRY

GLASGOW

HILLCREST BLVD.

THE ORIGINAL
"NB" GRANT ...
THEN LATER REVISED
TO COVER TWO PROPERTIES
ON GLASGOW AVE.

DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 WASHINGTON, D.C. 20590

FILE COPY

OLD COVER
 SHEET

GRANT AGREEMENT

Part I - Offer

Date of Offer SEP 29 1992

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NB

Contract No. DTFA08-92-C-20733

TO: City of Inglewood, California
 (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 6, 1992 for a grant of Federal funds for a project at or associated with Los Angeles International Airport/Planning Area 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 or Planning Area (herein called the "Project") consisting of the following:

Acquire land for noise compatibility within Site 25, Site 28, Site 45, Site 46 and Site 47 (approx 10 parcels) to provide for relocation, removal of improvements, and resale.

all as more particularly described in the Project Application.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

GRANT AGREEMENT

Part I - Offer

Date of Offer September 29, 1992

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NB

Contract No. DTFA08-92-C-20731

FILE COPY

TO: City of Inglewood, California
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 6, 1992 for a grant of Federal funds for a project at or associated with Los Angeles International Airport/Planning Area 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 or Planning Area (herein called the "Project") consisting of the following:

Acquire land for noise compatibility within Site 25, Site 28, Site 45, Site 46 and Site 47 (approx 10 parcels) to provide for relocation, removal of improvements, and resale.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, 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 of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the presentations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided. THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80.00 percentum.

The 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 \$3,000,000.00. For the purpose 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
\$3,000,000.00	for airport development or 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 the 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 delays 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 30, 1992 or such subsequent date as may be prescribed in writing by the FAA.
7. 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 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.
9. It is agreed that all program income produced from real property purchased in part with Federal funds in this Grant received during the Grant period shall be deducted from the total cost of the project for determining the net costs on which the maximum United States' obligation will be based. Sponsor fiscal and accounting records shall clearly identify actual sources and uses of these funds.
10. It is 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 to Parcels as described in the Project Application and as shown on the property maps attached hereto and identified as Exhibit "B-1" and Exhibit "B-2", and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property maps attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interests as may be found satisfactory to the FAA in and to said parcels (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.
11. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.
12. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an aviation easement on land within Site 25, Site 28, Site 45, Site 46 and Site 47 as shown on the property maps, Exhibit "B-1" and Exhibit "B-2", to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
13. The FAA shall make payment to the Sponsor by a Letter of Credit between the Treasury, through a Federal Reserve bank, and the Sponsor's Commercial Bank. The Sponsor agrees to request cash drawdowns on the authorized Letter of Credit only when needed for its disbursements to carry out the purposes of this program. The Sponsor further agrees to timely reporting of such drawdown and disbursements as required. It is understood that failure to adhere to this provision may cause the Letter of Credit to be revoked by the FAA. In the event of revocation, payment will be made on a reimbursement basis by Treasury check for costs incurred.

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
WESTERN-PACIFIC REGION

By: John P. Milligan
John P. Milligan, Supervisor
Standards Section

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 29 TH day of SEPTEMBER, 1992.

City of Inglewood, California

Name of Sponsor

By: Arthur S. Lindley
Sponsor's Designated Official
Representative

(SEAL)

Title: MAYOR PRO TEM

Attest: Herminette V. Adams

Title: CITY CLERK

~~City of Inglewood, California
Name of sponsor
By: [Signature]
Sponsor's Designated Official
Representative
Title: CITY MANAGER~~

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Howard Rosten, 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 California. 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 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.

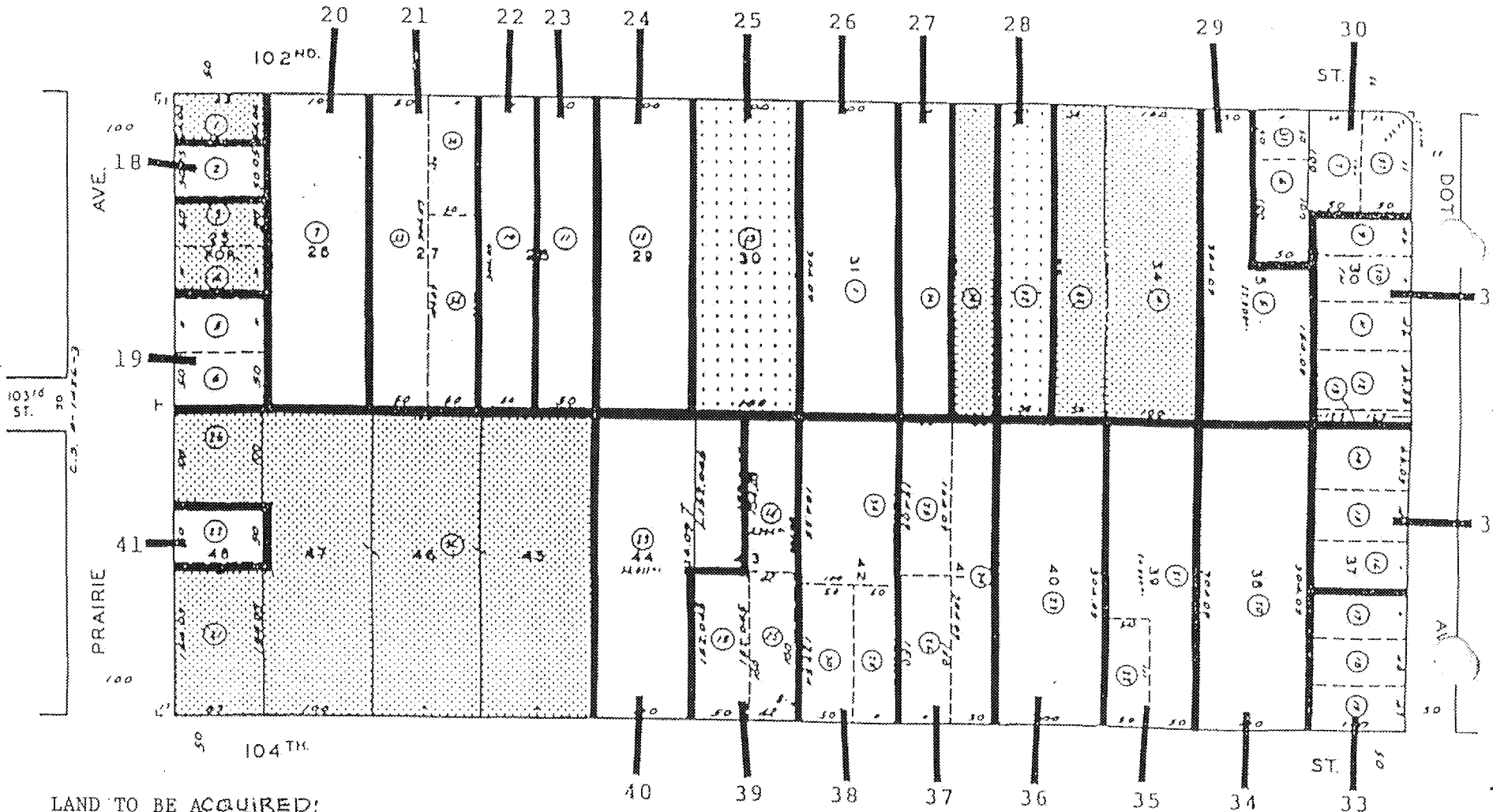
Dated at Inglewood, CA this 29 day of September, 1992.

Howard Rosten
Signature of Sponsor's Attorney

EXHIBIT "B-1"

AIP PROJECT 3-06-0139-NB

PARCEL DETAIL FOR SITES NO. 18-41



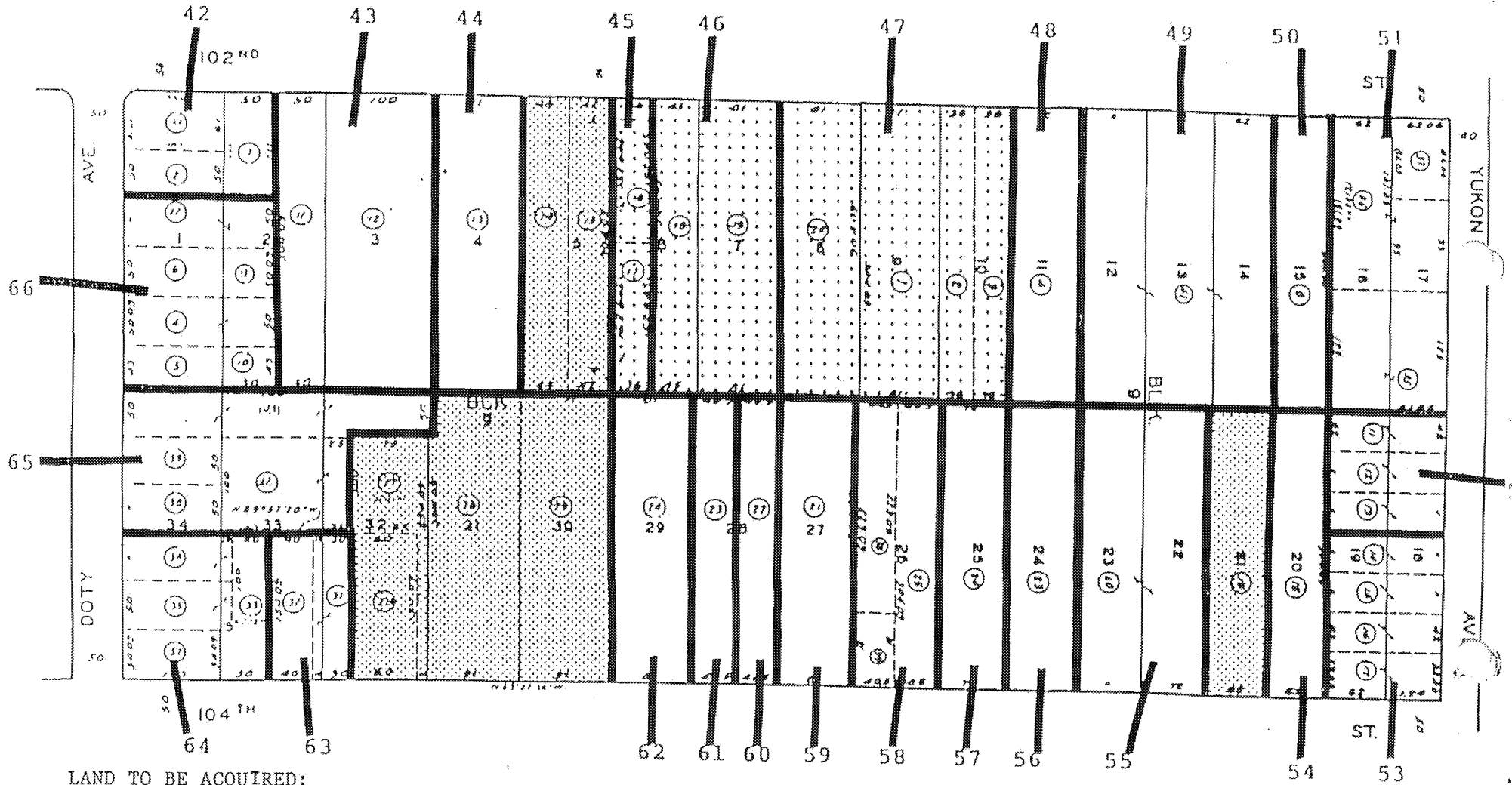
LAND TO BE ACQUIRED:

- SITE 25: PARCEL 4032-008-013
- SITE 28: PARCEL 4032-007-032

EXHIBIT "B-2"

AIP PROJECT 3-06-0139-NB

PARCEL DETAIL FOR SITES NO. 42-66



LAND TO BE ACQUIRED:

SITE 45: PARCEL 4032-006-016
 4032-006-017
 SITE 46: PARCEL 4032-006-018
 4032-006-019

SITE 47: PARCEL 4032-006-020
 4032-005-001
 4032-005-002
 4032-005-003

MANCHESTER

BLVD.

OLIVE ST.

FAA "NB"

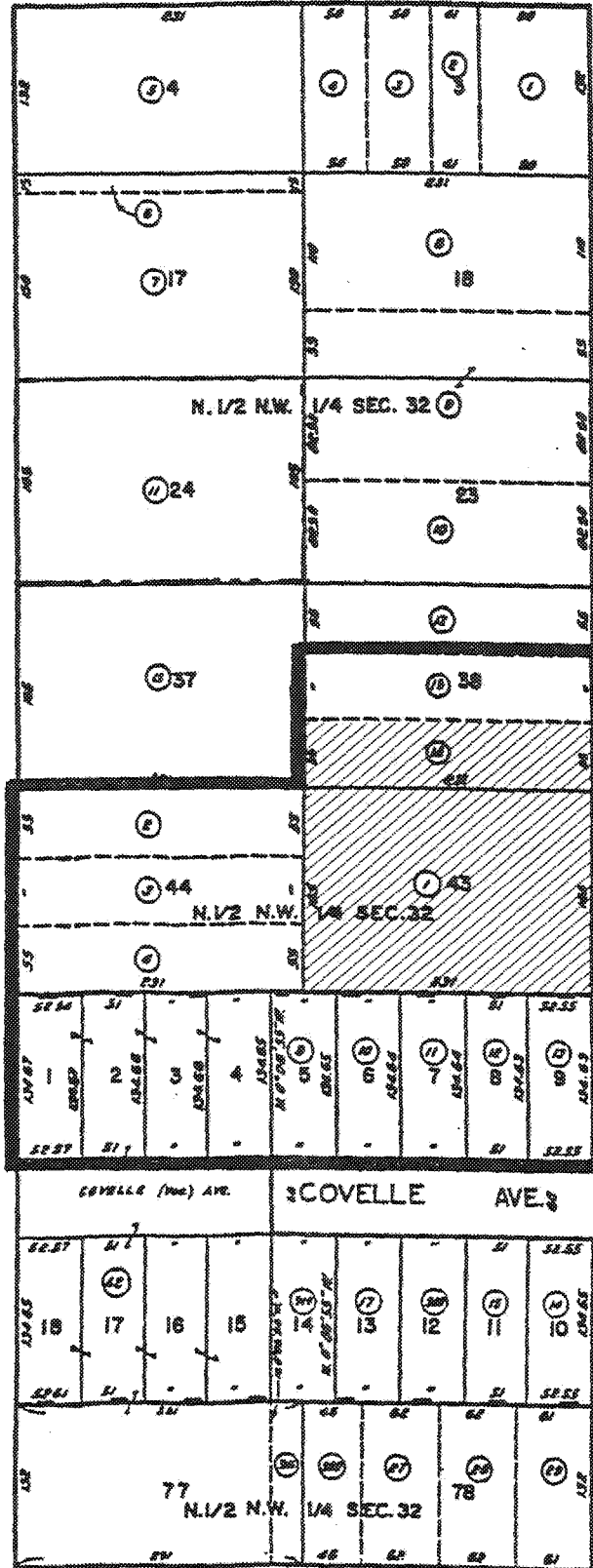
K-2

P-697

ORIGINAL

AVE. R

AVE. S



A.P.N./ADDRESS

- 4126-007-001/401 SO. GLASGOW AVE.
- " " " /405 SO. GLASGOW AVE.
- " " " /409 SO. GLASGOW AVE.
- 4126-008-014/359 SO. GLASGOW AVE.

█ SITE NO. 13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH FAA GRANT "NB"

HINDRY

GLASGOW

HILLCREST

BLVD.

MANCHESTER

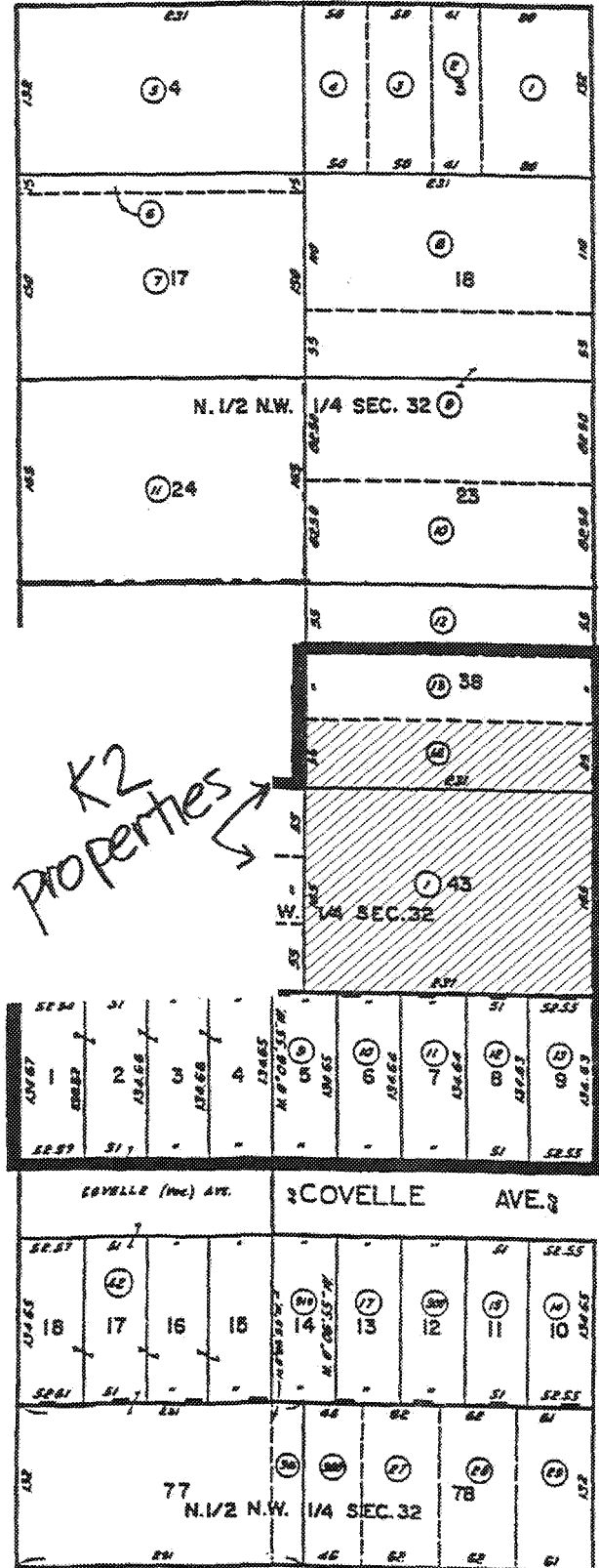
BLVD.

OLIVE ST.

AVE. 2

AVE. 2

ORIGINAL



K2 Properties

A.P.N./ADDRESS

- 4126-007-001/401 SO. GLASGOW AVE.
- " " " /405 SO. GLASGOW AVE.
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■ SITE NO. 13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH FAA GRANT "NB"

HINDRY

GLASGOW

HILLCREST

BLVD.

REDEV.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

Page 1 of 3 Pages

FILE COPY

Contract No. DTFA08-92-C-20731

Los Angeles International Airport

Los Angeles, California

AMENDMENT NO. 1 TO GRANT AGREEMENT FOR PROJECT NO. 3-06-0139-NB

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 Inglewood, California (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 29th day of September, 1992, 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 that said Grant Agreement be and is hereby amended as follows:

See Attachment, Page 3.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the 15th day of June, 1993.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN REGION

By: John P. Milligan
John P. Milligan, Supervisor
Standards Section

Project No. 3-06-0139-NB

Los Angeles International Airport

Los Angeles, California

City of Inglewood, California

(Name of Sponsor)

By: EDWARD VINCENT

Title: Edward Vincent, Mayor

(SEAL)

Attest: HERMANITA V. HARRIS

Title: Hermanita V. Harris, City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, HOWARD ROSTEN, acting as Attorney for the City of Inglewood, California (hereinafter referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by the Sponsor relating thereto, and finding 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 California, 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 Inglewood, CA, this 15th day of June, 1993.

By: HOWARD ROSTEN

Title: Howard Rosten, City Attorney

Contract No. DTFA08-92-C-20731

Los Angeles International Airport

Los Angeles, California

Attachment to Amendment No. 1 to Grant Agreement for Project
No. AIP 3-06-0139-NB.

1. Delete the airport development described on page 1 and substitute in lieu thereof the following described airport development:

Acquire land for noise compatibility within Site No. 13 (approximately 2 parcels) to provide for relocation, removal of improvements, and resale.

2. On page 2, under Conditions, delete item 10 and substitute in lieu thereof the following:

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3. On page 2, under Conditions, delete item 12 and substitute in lieu thereof the following:

12. It is understood and agreed by and between the parties hereto that the sponsor shall grant an avigation easement on land within Site No. 13 as shown on the property map, Exhibit "B-1", to the City of Los Angeles, Department of Airports, California, prior to disposal or resale of said land.

-End-

MANCHESTER

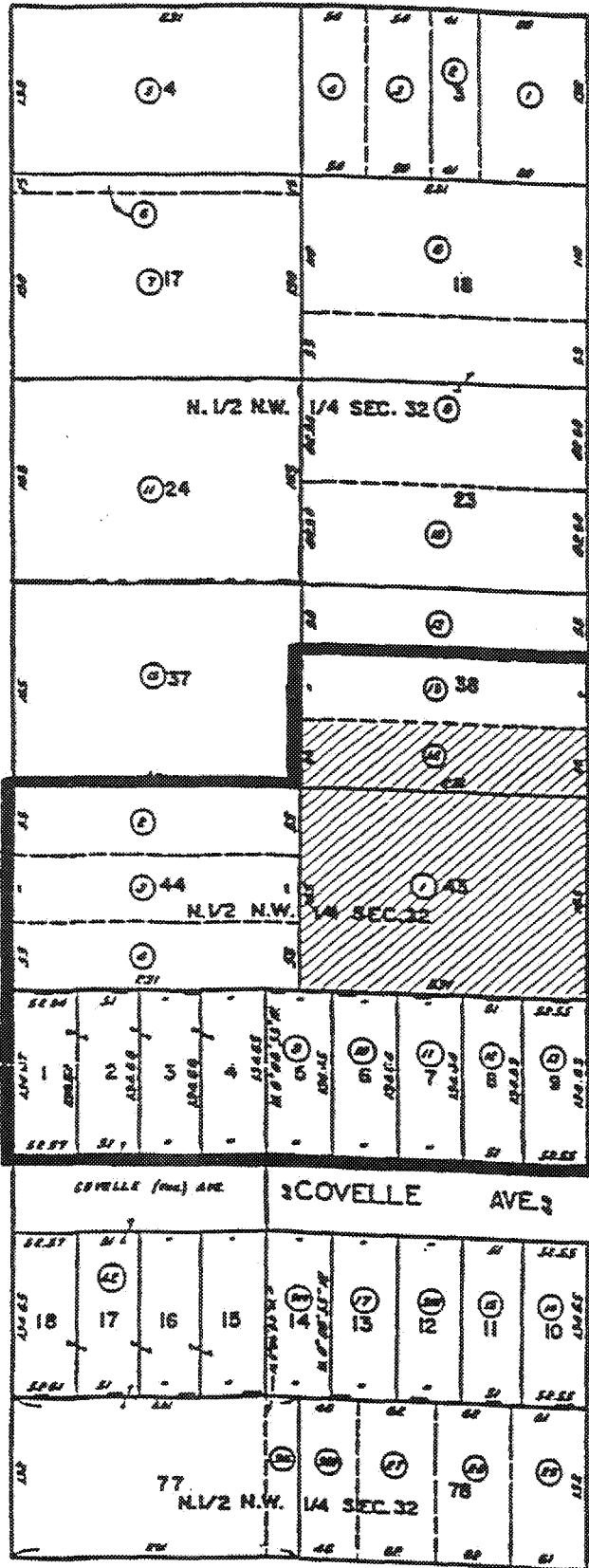
BLVD.

EXHIBIT "B-1"

OLIVE ST.

AVE. S

AVE. S



A.P.N./ADDRESS

- 4126-007-001/401 SO. GLASGOW AVE.
- " " " /405 SO. GLASGOW AVE.
- " " " /409 SO. GLASGOW AVE.
- 4126-008-014/359 SO. GLASGOW AVE.

— SITE NO. 13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH FAA GRANT "NB"



HINDRY

GLASGOW

HILLCREST

BLVD.

THE ORIGINAL
"NB" GRANT ...
THEN LATER REVISED
TO COVER TWO PROPERTIES
ON GLASGOW AVE.

DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 WASHINGTON, D.C. 20590

FILE COPY

OLD COVER
 SHEET

GRANT AGREEMENT

Part I - Offer

Date of Offer SEP 29 1992

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NE

Contract No. DTFA08-92-C-20733

CHANGE
 TO "1"

TO: City of Inglewood, California
 (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 6, 1992 for a grant of Federal funds for a project at or associated with Los Angeles International Airport/Planning Area 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 or Planning Area (herein called the "Project") consisting of the following:

Acquire land for noise compatibility within Site 25, Site 28, Site 45, Site 46 and Site 47 (approx 10 parcels) to provide for relocation, removal of improvements, and resale.

all as more particularly described in the Project Application.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

GRANT AGREEMENT

Part I - Offer

Date of Offer September 29, 1992

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NE

Contract No. DTFA08-92-C-20731

FILE COPY

TO: City of Inglewood, California
(herein called the "Sponsor")

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

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Acquire land for noise compatibility within Site 25, Site 28, Site 45, Site 46 and Site 47 (approx 10 parcels) to provide for relocation, removal of improvements, and resale.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, 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 of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the presentations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided. THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80.00 percentum.

The 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 \$3,000,000.00. For the purpose 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
\$3,000,000.00	for airport development or 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 the 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 delays 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 30, 1992 or such subsequent date as may be prescribed in writing by the FAA.
7. 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 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.
9. It is agreed that all program income produced from real property purchased in part with Federal funds in this Grant received during the Grant period shall be deducted from the total cost of the project for determining the net costs on which the maximum United States' obligation will be based. Sponsor fiscal and accounting records shall clearly identify actual sources and uses of these funds.
10. It is 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 to Parcels as described in the Project Application and as shown on the property maps attached hereto and identified as Exhibit "B-1" and Exhibit "B-2", and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property maps attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interests as may be found satisfactory to the FAA in and to said parcels (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.
11. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.
12. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land within Site 25, Site 28, Site 45, Site 46 and Site 47 as shown on the property maps, Exhibit "B-1" and Exhibit "B-2", to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
13. The FAA shall make payment to the Sponsor by a Letter of Credit between the Treasury, through a Federal Reserve bank, and the Sponsor's Commercial Bank. The Sponsor agrees to request cash drawdowns on the authorized Letter of Credit only when needed for its disbursements to carry out the purposes of this program. The Sponsor further agrees to timely reporting of such drawdown and disbursements as required. It is understood that failure to adhere to this provision may cause the Letter of Credit to be revoked by the FAA. In the event of revocation, payment will be made on a reimbursement basis by Treasury check for costs incurred.

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
WESTERN-PACIFIC REGION

By: John P. Milligan
John P. Milligan, Supervisor
Standards Section

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 29 TH day of SEPTEMBER, 1992.

City of Inglewood, California

Name of Sponsor

By: [Signature]
Sponsor's Designated Official
Representative

(SEAL)

Title: MAYOR PRO TEM

Attest: [Signature]

Title: CITY CLERK

~~City of Inglewood, California
Name of Sponsor
By: [Signature]
Sponsor's Designated Official
Representative
Title: CITY MANAGER~~

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Howard Rosten, 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 California. 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 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.

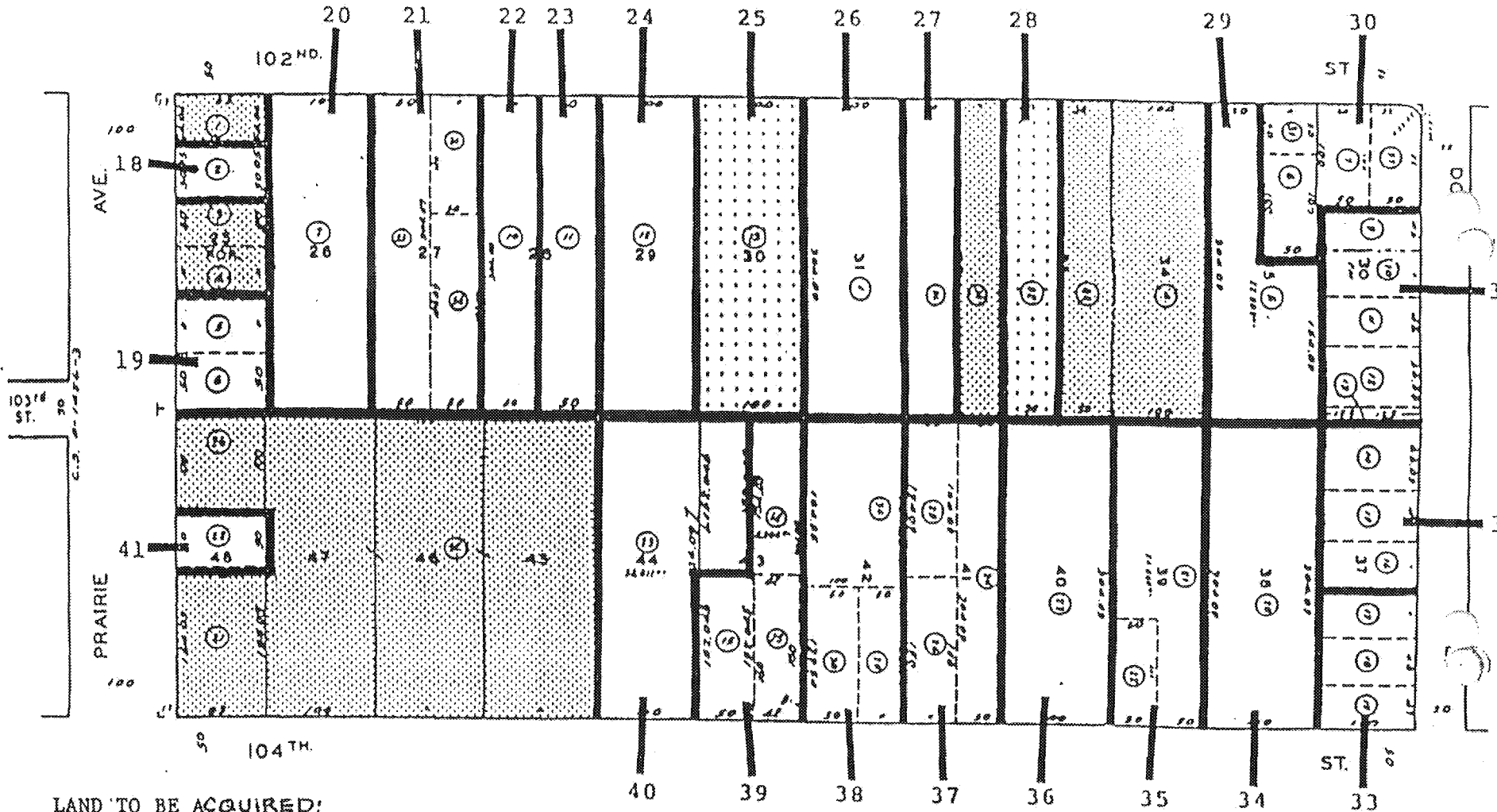
Dated at Inglewood, CA this 29 day of September, 1992.

[Signature]
Signature of Sponsor's Attorney

EXHIBIT "B-1"

AIP PROJECT 3-06-0139-NB

PARCEL DETAIL FOR SITES NO. 18-41



LAND TO BE ACQUIRED:

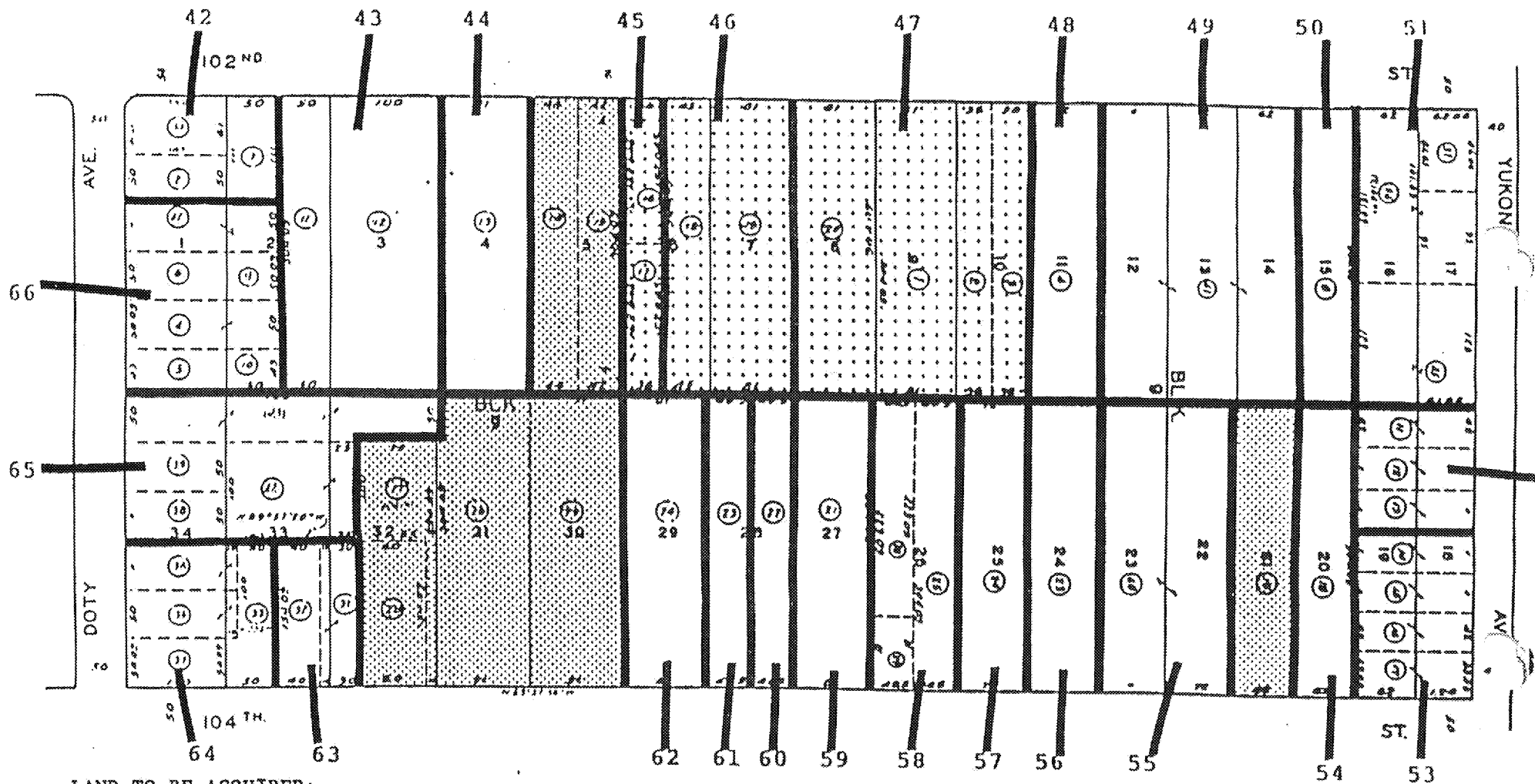
SITE 25: PARCEL 4032-008-013

SITE 28: PARCEL 4032-007-032

EXHIBIT "B-2"

AIP PROJECT 3-06-0139-NB

PARCEL DETAIL FOR SITES NO. 42-66



LAND TO BE ACQUIRED:

SITE 45: PARCEL 4032-006-016
 4032-006-017
 SITE 46: PARCEL 4032-006-018
 4032-006-019

SITE 47: PARCEL 4032-006-020
 4032-005-001
 4032-005-002
 4032-005-003

MANCHESTER

BLVD.

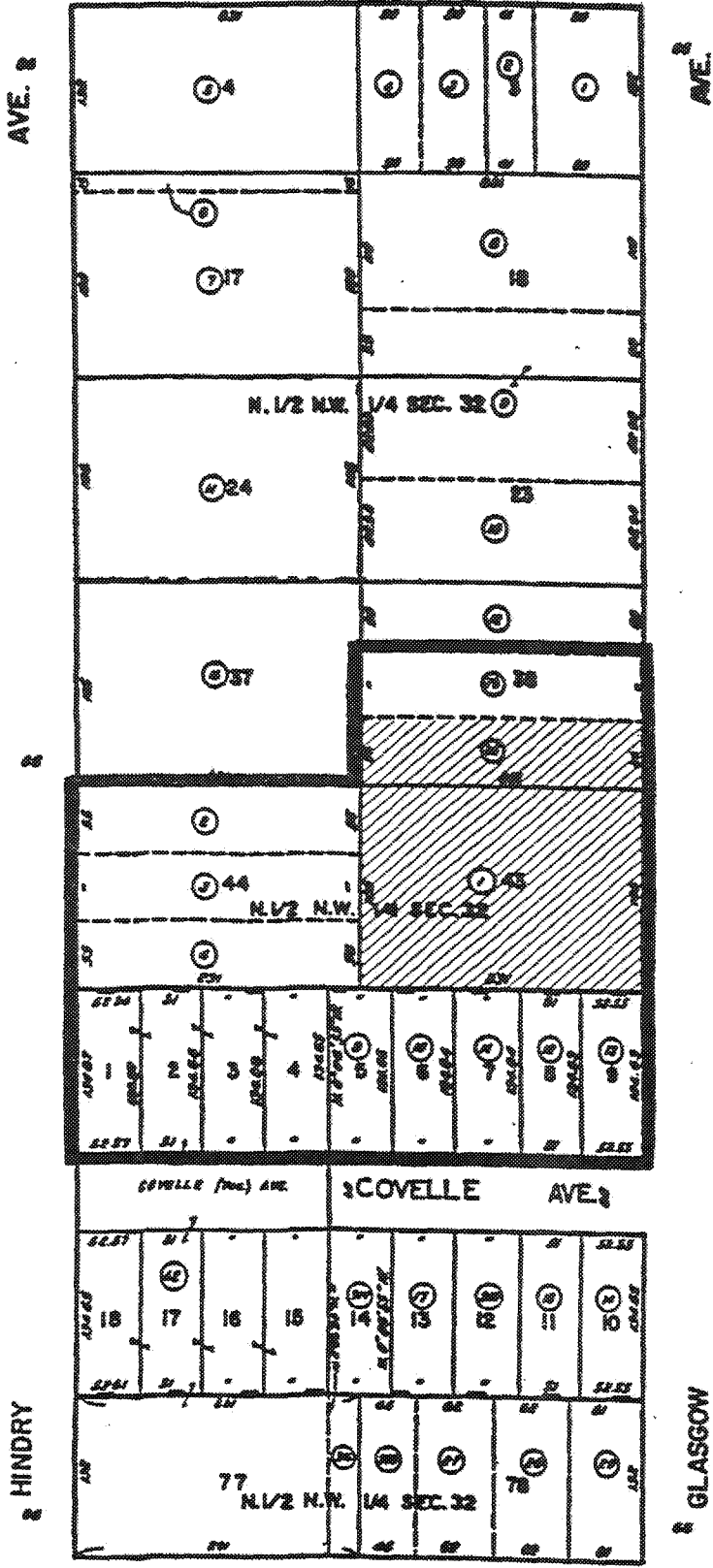
OLIVE ST.

FAA "NB"

K-2

P-697

ORIGINAL



A.P.N./ADDRESS

- 4126-007-001/401 SO. GLASGOW AVE.
- " " " /405 SO. GLASGOW AVE.
- " " " /409 SO. GLASGOW AVE.
- 4126-008-014/359 SO. GLASGOW AVE.

— SITE NO. 13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH
FAA GRANT "NB"

HILLCREST

BLVD.

GLASGOW

HINDRY

MANCHESTER

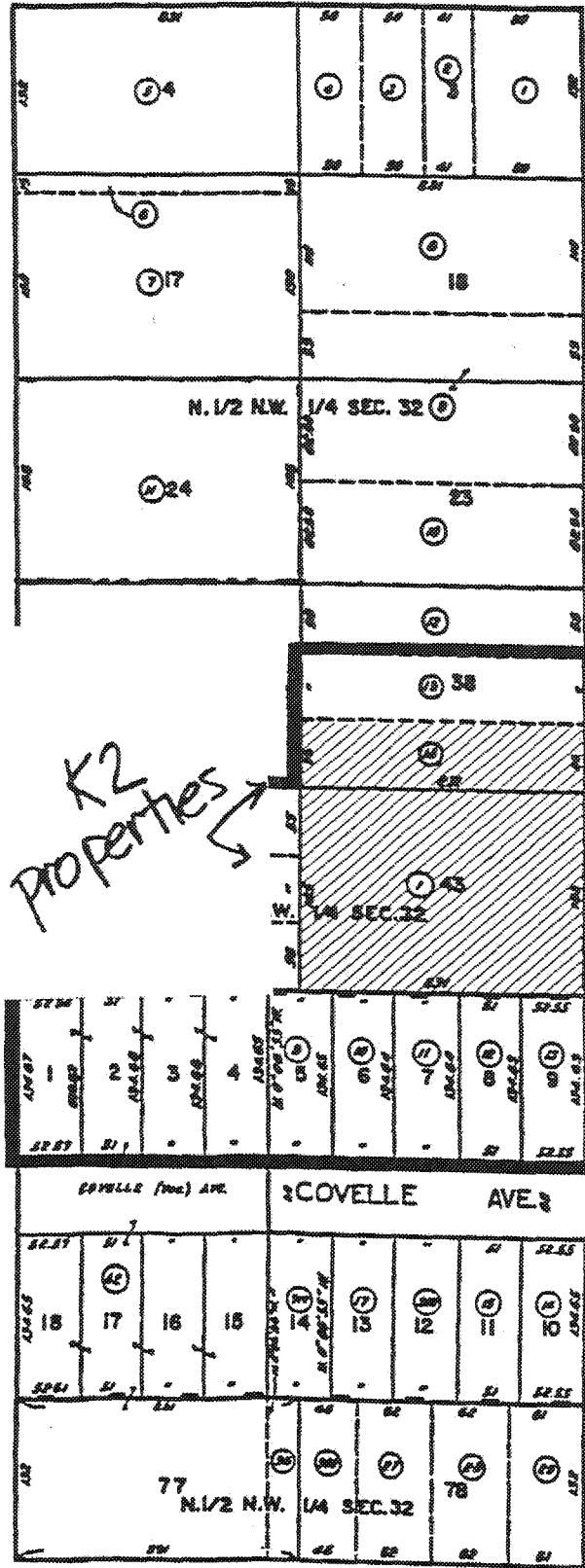
BLVD.

OLIVE ST.

AVE. 2

AVE. 2

ORIGINAL



A.P.N./ADDRESS

- 4126-007-001/401 SO. GLASGOW AVE.
- " " " /405 SO. GLASGOW AVE.
- " " " /409 SO. GLASGOW AVE.
- 4126-008-014/359 SO. GLASGOW AVE.

■ SITE NO. 13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH FAA GRANT "NE"

HINDRY

GLASGOW

HILLCREST

BLVD.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region

P.O. Box 92007
Worldway Postal Center
Los Angeles, CA 90009

MAY 3 1993

Mr. Jesse Lewis
Redevelopment Director
The Inglewood Redevelopment Agency
One Manchester Boulevard
Inglewood, CA 90301-1750

Dear Mr. Lewis:

Los Angeles International Airport, CA.
City of Inglewood (Sponsor)
AIP Project No. 3-06-0139-NB
Amendment No. 1


Enclosed are the original and four copies of the approved Amendment No. 1 to the Grant Agreement for subject project modifying the project description on page one of the said Grant Agreement.

An official of the City of Inglewood authorized to accept the enclosed Amendment shall accept same by signing said Amendment and inserting the date on page one in the space provided.

The Sponsor's Attorney shall certify that the acceptance complies with all applicable laws and constitutes a legal and binding obligation of the Sponsor by executing the "CERTIFICATE OF SPONSOR'S ATTORNEY." The date of said certificate shall be the same as, or later than the date of execution.

When the documents are fully executed, certified, attested and appropriate seals are impressed, please return the original and three copies of the Grant Amendment to this office. This Amendment must be executed by June 30, 1993.

Sincerely,


John E. Milligan
Supervisor, Standards Section

Enclosures

REDEV.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

Page 1 of 3 Pages

FILE COPY

Contract No. DTFA08-92-C-20731

Los Angeles International Airport

Los Angeles, California

AMENDMENT NO. 1 TO GRANT AGREEMENT FOR PROJECT NO. 3-06-0139-NB

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 Inglewood, California (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 29th day of September, 1992, 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 that said Grant Agreement be and is hereby amended as follows:

See Attachment, Page 3.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the 15th day of June, 1993.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN REGION

By: John P. Milligan
John P. Milligan, Supervisor
Standards Section

Project No. 3-06-0139-NB

Los Angeles International Airport

Los Angeles, California

City of Inglewood, California
(Name of Sponsor)

By: EDWARD VINCENT

Title: Edward Vincent, Mayor

(SEAL)

Attest: HERMANITA V. HARRIS

Title: Hermanita V. Harris, City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, HOWARD ROSTEN, acting as Attorney for the City of Inglewood, California (hereinafter referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by the Sponsor relating thereto, and finding 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 California, 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 Inglewood, CA, this 15th day of June, 1993.

By: HOWARD ROSTEN

Title: Howard Rosten, City Attorney

Contract No. DTFA08-92-C-20731

Los Angeles International Airport

Los Angeles, California

Attachment to Amendment No. 1 to Grant Agreement for Project
No. AIP 3-06-0139-NB.

1. Delete the airport development described on page 1 and substitute in lieu thereof the following described airport development:

Acquire land for noise compatibility within Site No. 13 (approximately 2 parcels) to provide for relocation, removal of improvements, and resale.

2. On page 2, under Conditions, delete item 10 and substitute in lieu thereof the following:

10. It is 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 to parcels described as shown on the property map attached hereto and identified as Exhibit "B-1", and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property map attached hereto until the sponsor has submitted evidence that it has acquired a fee title or such lesser property interests as may be found satisfactory to the FAA in and to said parcels, (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.

3. On page 2, under Conditions, delete item 12 and substitute in lieu thereof the following:

12. It is understood and agreed by and between the parties hereto that the sponsor shall grant an avigation easement on land within Site No. 13 as shown on the property map, Exhibit "B-1", to the City of Los Angeles, Department of Airports, California, prior to disposal or resale of said land.

-End-

MANCHESTER

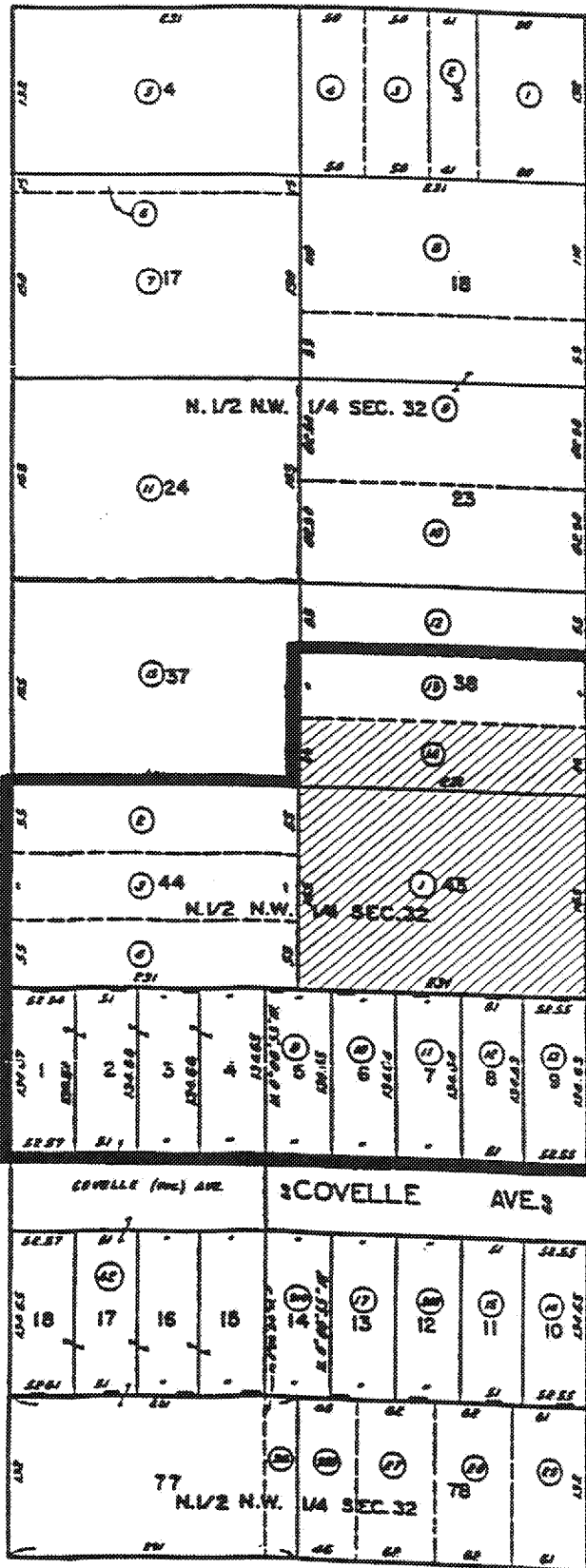
BLVD.

EXHIBIT "B-1"

OLIVE ST.

AVE. S

AVE. S



A.P.N./ADDRESS

- 4126-007-001/401 SO. GLASGOW AVE.
- " " " /405 SO. GLASGOW AVE.
- " " " /409 SO. GLASGOW AVE.
- 4126-008-014/359 SO. GLASGOW AVE.

█ SITE NO. 13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH FAA GRANT "NB"

FILE COPY

DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 WASHINGTON, D.C. 20590

*OLD COVER
 SHEET*

GRANT AGREEMENT

Part I - Offer

Date of Offer SEP 29 1992

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NB

Contract No. DTFA08-92-C-20733

*CHANGE
 TO 12*

TO: City of Inglewood, California
 (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 6, 1992 for a grant of Federal funds for a project at or associated with Los Angeles International Airport/Planning Area 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 or Planning Area (herein called the "Project") consisting of the following:

Acquire land for noise compatibility within Site 25, Site 28, Site 45, Site 46 and Site 47 (approx 10 parcels) to provide for relocation, removal of improvements, and resale.

all as more particularly described in the Project Application.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

GRANT AGREEMENT

Part I - Offer

Date of Offer September 29, 1992

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NB

Contract No. DTFA08-92-C-20731

FILE COPY

TO: City of Inglewood, California
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 6, 1992 for a grant of Federal funds for a project at or associated with Los Angeles International Airport/Planning Area 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 or Planning Area (herein called the "Project") consisting of the following:

Acquire land for noise compatibility within Site 25, Site 28, Site 45, Site 46 and Site 47 (approx 10 parcels) to provide for relocation, removal of improvements, and resale.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, 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 of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the presentations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided. **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80.00 percentum.

The 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 \$3,000,000.00. For the purpose 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
\$3,000,000.00	for airport development or 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 the 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 delays 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 30, 1992 or such subsequent date as may be prescribed in writing by the FAA.
7. 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 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.

9. It is agreed that all program income produced from real property purchased in part with Federal funds in this Grant received during the Grant period shall be deducted from the total cost of the project for determining the net costs on which the maximum United States' obligation will be based. Sponsor fiscal and accounting records shall clearly identify actual sources and uses of these funds.

10. It is 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 to Parcels as described in the Project Application and as shown on the property maps attached hereto and identified as Exhibit "B-1" and Exhibit "B-2", and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property maps attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interests as may be found satisfactory to the FAA in and to said parcels (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.

11. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.

12. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land within Site 25, Site 28, Site 45, Site 46 and Site 47 as shown on the property maps, Exhibit "B-1" and Exhibit "B-2", to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.

13. The FAA shall make payment to the Sponsor by a Letter of Credit between the Treasury, through a Federal Reserve bank, and the Sponsor's Commercial Bank. The Sponsor agrees to request cash drawdowns on the authorized Letter of Credit only when needed for its disbursements to carry out the purposes of this program. The Sponsor further agrees to timely reporting of such drawdown and disbursements as required. It is understood that failure to adhere to this provision may cause the Letter of Credit to be revoked by the FAA. In the event of revocation, payment will be made on a reimbursement basis by Treasury check for costs incurred.

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
WESTERN-PACIFIC REGION

By: John P. Milligan
John P. Milligan, Supervisor
Standards Section

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 29 TH day of SEPTEMBER, 1992.

City of Inglewood, California
Name of Sponsor

By: [Signature]
Sponsor's Designated Official
Representative

(SEAL)

Title: MAYOR PRO TEM

Attest: [Signature]

Title: CITY CLERK

~~City of Inglewood, California
Name of Sponsor
By: [Signature]
Sponsor's Designated Official
Representative
Title: CITY MANAGER~~

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Howard Rosten, 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 California. 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 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.

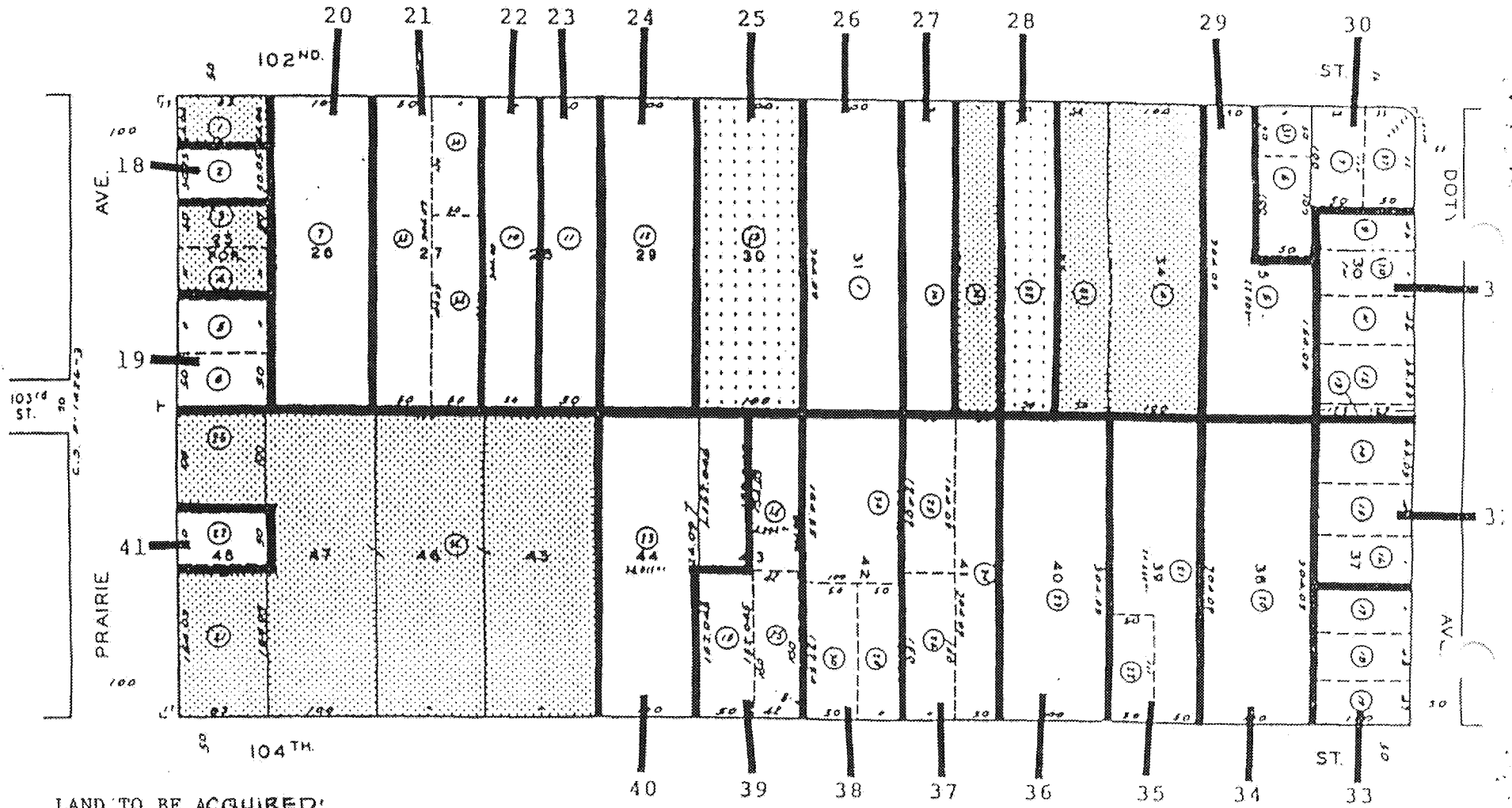
Dated at Inglewood, CA this 29 day of September 1992.

[Signature]
Signature of Sponsor's Attorney

EXHIBIT "B-1"

AIP PROJECT 3-06-0139-NB

PARCEL DETAIL FOR SITES NO. 18-41



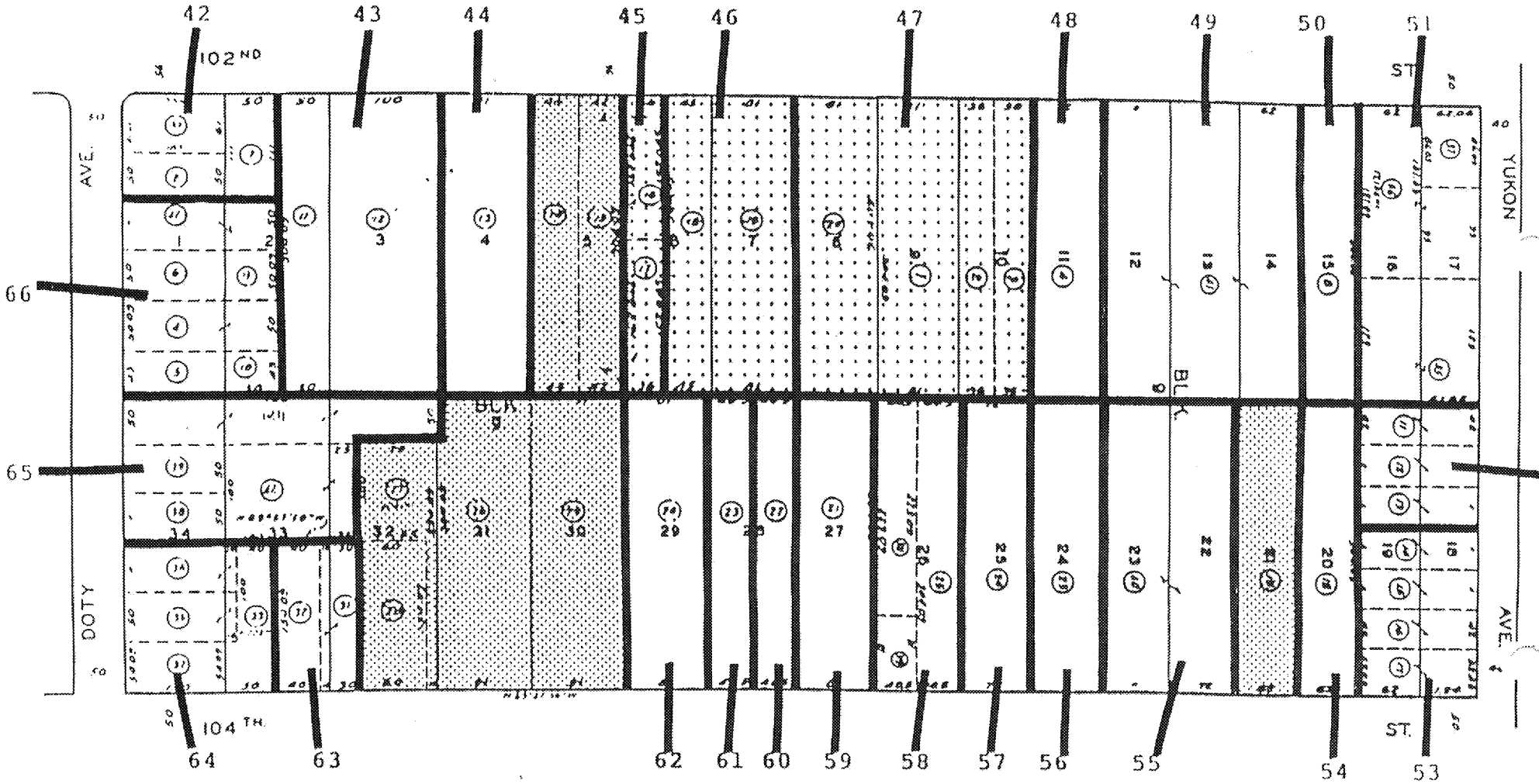
LAND TO BE ACQUIRED:

- SITE 25: PARCEL 4032-008-013
- SITE 28: PARCEL 4032-007-032

EXHIBIT "B-2"

AIP PROJECT 3-06-0139-NB

PARCEL DETAIL FOR SITES NO. 42-66



LAND TO BE ACQUIRED:

SITE 45: PARCEL 4032-006-016
 4032-006-017
 SITE 46: PARCEL 4032-006-018
 4032-006-019

SITE 47: PARCEL 4032-006-020
 4032-005-001
 4032-005-002
 4032-005-003

MANCHESTER

BLVD.

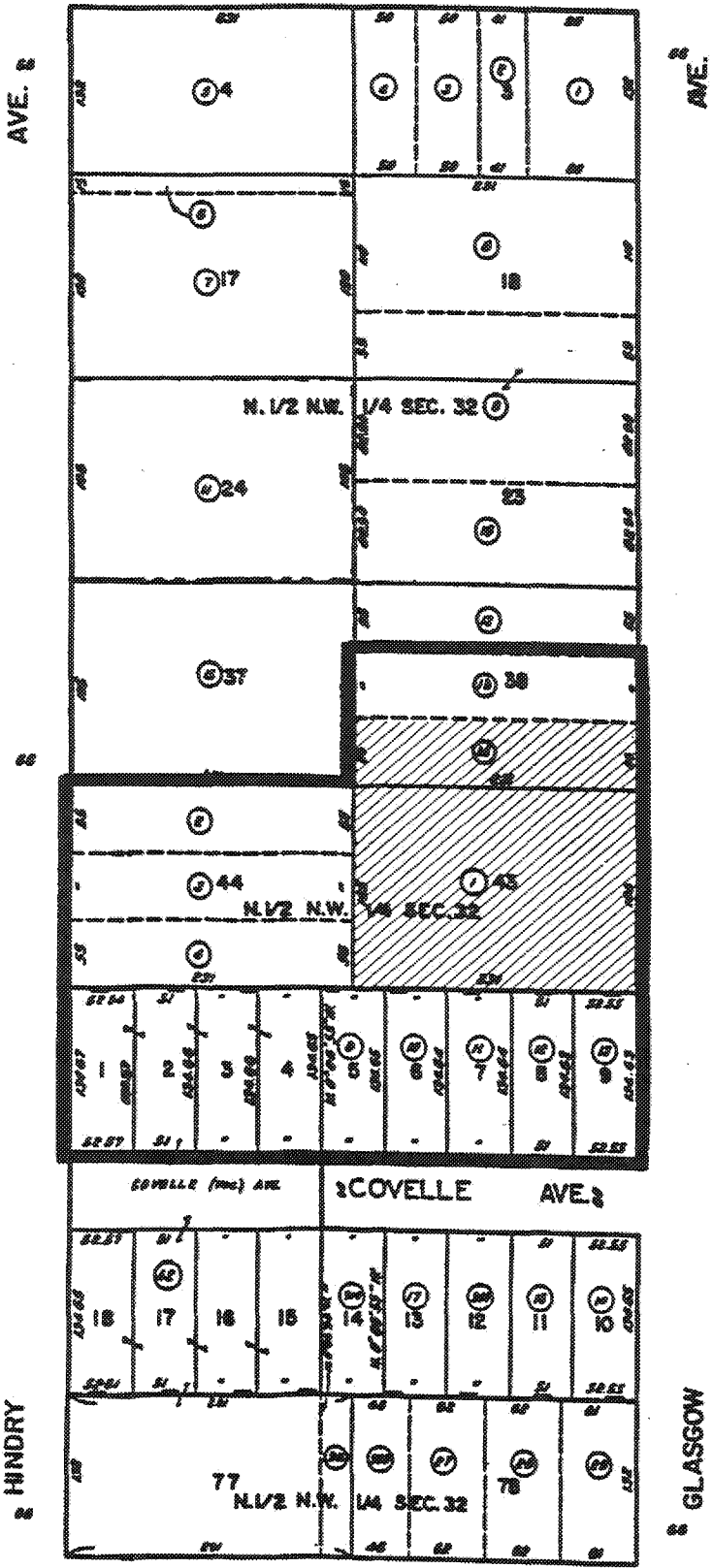
OLIVE ST.

FAA "NB"

K-2

P-697

ORIGINAL



A.P.N./ADDRESS

- 4126-007-001/401 SO. GLASGOW AVE.
- " " " /405 SO. GLASGOW AVE.
- " " " /409 SO. GLASGOW AVE.
- 4126-008-014/359 SO. GLASGOW AVE.

— SITE NO. 13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH FAA GRANT "NB"



COPY

NB

Inglewood, California, June 15, 1993

TO: Mayor and City Council
FROM: The Staff
SUBJECT: Amend Grant Agreement with the U.S. Federal Aviation Administration

This staff report requests that the City Council approve an amendment to the 1992 Federal Aviation Administration (FAA) Grant Agreement to reflect a change in the scope of work to be performed under the grant.

Background

Since 1986, the City of Inglewood has received from the FAA seven grants totaling \$21,616,000. The funds are used to acquire parcels of land heavily impacted by aircraft noise within the Century and La Cienega Redevelopment Project Areas. The parcels are then recycled to noise compatible land uses such as commercial and industrial developments. Developments such as the K-Mart store and Emery Airfreight are a result of grant funding from FAA.

Discussion

On September 8, 1992, the City Council approved the execution of the 1992 FAA Grant Agreement. The funds allow the City to continue its airport noise mitigation program through the recycling of noise impacted residential properties to commercial and industrial developments. When the agreement was initially approved, staff had received development interest in properties on 102nd Street within the proposed specific plan area. That interest no longer exists and the plan itself is yet to be completed. Staff has resumed its recycling efforts and with the assignment of these

Mayor and City Council
June 15, 1993
Page Two

resources to La Cienega, the last remaining residential property can be acquired (see map).

Recommendation

It is recommended that the City Council approve an amendment to the 1992 Federal Aviation Administration (FAA) Grant Agreement to reflect a change in scope of work to be performed under the grant.

Prepared by:

Jesse Lewis, Redevelopment Director
Otis Ginoza, Development Coordinator
David Lamdagan, Development Specialist

Attachments:

Map
1992 FAA Grant Agreement
Resolution

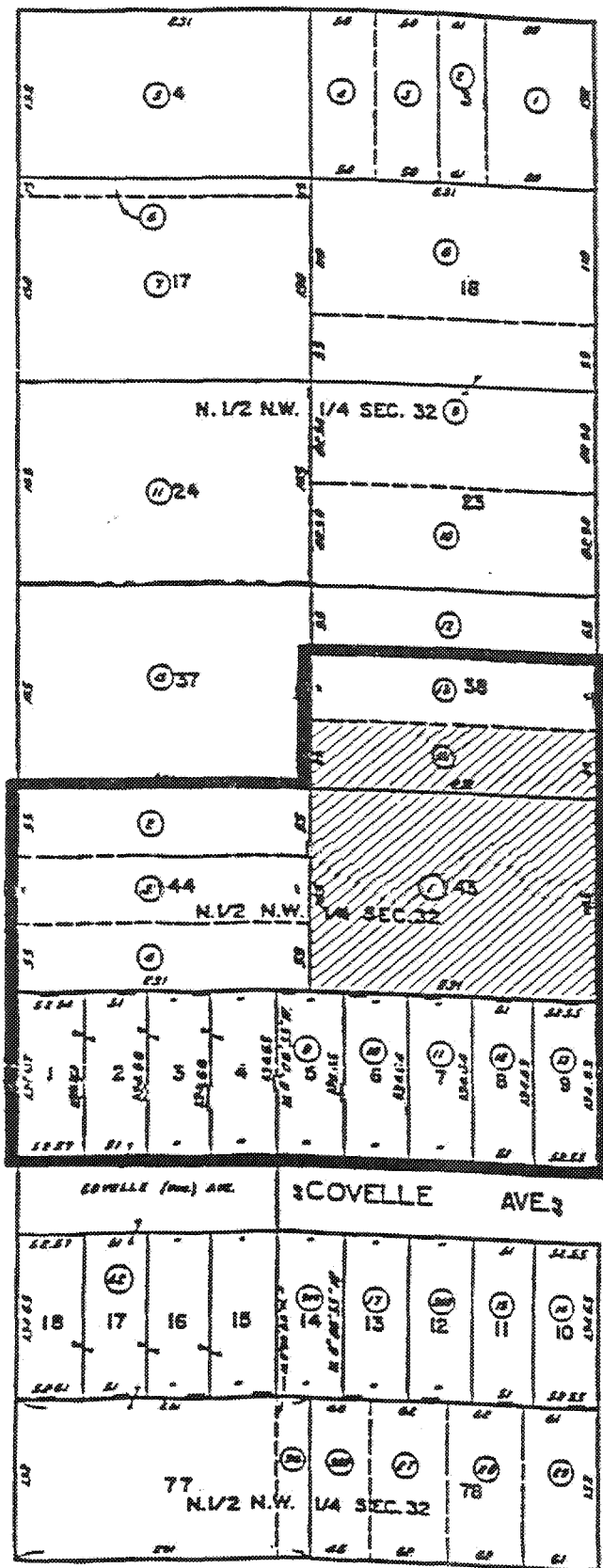
EXHIBIT "B-1"

BLVD.

OLIVE ST.

AVE. 2

AVE. 2



A.P.N./ADDRESS

- 4126-007-001/401 SO. GLASGOW AVE.
- " " " /405 SO. GLASGOW AVE.
- " " " /409 SO. GLASGOW AVE.
- 4126-008-014/359 SO. GLASGOW AVE.

— SITE NO. 13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH
FAA GRANT "NB"

HINDRY

GLASGOW

HILLCREST

BLVD.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

C O P Y

Page 1 of 3 Pages

Contract No. DTFA08-92-C-20731

Los Angeles International Airport

Los Angeles, California

AMENDMENT NO. 1 TO GRANT AGREEMENT FOR PROJECT NO. 3-06-0139-NB

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 Inglewood, California (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 29th day of September, 1992, 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 that said Grant Agreement be and is hereby amended as follows:

See Attachment, Page 3.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the _____ day of _____, 1993.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN REGION

By: John P. Milligan
John P. Milligan, Supervisor
Standards Section

Contract No. DTFA08-92-C-20731

Los Angeles International Airport

Los Angeles, California

Attachment to Amendment No. 1 to Grant Agreement for Project
No. AIP 3-06-0139-NB.

1. Delete the airport development described on page 1 and substitute in lieu thereof the following described airport development:

Acquire land for noise compatibility within Site No. 13 (approximately 2 parcels) to provide for relocation, removal of improvements, and resale.

2. On page 2, under Conditions, delete item 10 and substitute in lieu thereof the following:

10. It is 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 to parcels described as shown on the property map attached hereto and identified as Exhibit "B-1", and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property map attached hereto until the sponsor has submitted evidence that it has acquired a fee title or such lesser property interests as may be found satisfactory to the FAA in and to said parcels, (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.

3. On page 2, under Conditions, delete item 12 and substitute in lieu thereof the following:

12. It is understood and agreed by and between the parties hereto that the sponsor shall grant an aviation easement on land within Site No. 13 as shown on the property map, Exhibit "B-1", to the City of Los Angeles, Department of Airports, California, prior to disposal or resale of said land.

-End-

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INGLEWOOD, CALIFORNIA APPROVING ACCEPTANCE OF
FINANCIAL ASSISTANCE FROM THE U.S. FEDERAL AVIATION
ADMINISTRATION AND EXECUTION OF AN AMENDED GRANT
AGREEMENT

WHEREAS, the City of Inglewood has actively participated in the Los Angeles International Airport Noise Control/Land Use Compatibility Study which provided a forum to study all feasible actions to achieve noise compatibility and to provide a final plan which optimizes these actions; and

WHEREAS, on June 6, 1984 the Board of Airport Commissioners for the City of Los Angeles approved the Federal Aviation Administration Part 150 Noise Compatibility Program; and

WHEREAS, the approved Noise Compatibility Program recommends recycling of residential property in portions of Inglewood to airport compatible land uses; and

WHEREAS, the City of Inglewood has submitted four Applications to the Federal Aviation Administration Airport Improvement Program; and

WHEREAS, the regional office of the Federal Aviation Administration has given approval to these applications and has invited the City of Inglewood to execute seven grant agreements totaling \$21,616,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INGLEWOOD AS FOLLOWS:

1. The City of Inglewood hereby approves the execution of an amended eighth grant agreement, which reflect a change in the scope of work to be performed under all understandings and assurances contained therein, with the Federal Aviation Administration for participation in the Airport Improvement Program to recycle incompatible land uses:

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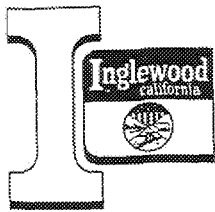
2. The City Manager is hereby authorized and directed to submit all necessary documents and to act in connection with the U. S. Federal Aviation Administration grant agreement and provide such additional information as may be required.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 1993.

MAYOR

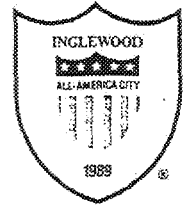
ATTEST

CITY CLERK



FILE COPY

ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750
FAX (310) 412-8788



March 26, 1993

John Milligan
Federal Aviation Administration
Western-Pacific Region
P. O. Box 92007, WWPC
Los Angeles, California 90009

RE: AIP Project No. 3-06-0139-NB

Dear Mr. Milligan:

The City of Inglewood is requesting that FAA amend the grant to reflect a change in the scope of the project description. Instead of acquiring ten properties located within Site No. 25, 28, 45, 46, and 47, the City of Inglewood requests to use the grant to acquire two properties located within Site No. 13. The change to the scope of the project will not in any way result in an increase above the \$3,000,000 allocated under the FAA Grant No. 3-06-0139-NB.

By acquiring the two properties within Site No. 13, the City will come closer to completing land recycling of residential properties in an area impacted by aircraft noise. As the area around Site No. 13 is converted from housing to commercial and light industrial uses, the remaining residential properties become subjected not only to aircraft noise but to an increase of commercial/industrial noise and traffic. Therefore, it is of paramount importance to the City to complete the acquisition of the two residential parcels in the impacted area.

A revised Exhibit "B-1" and an estimated cost breakdown to acquire the two properties as part of our request to amended the grant is attached. Your consideration of our request is greatly appreciated.

Sincerely,

PDEDL
(7/88-NB)

OFFICE OF
PAUL D. ECKLES
CITY MANAGER

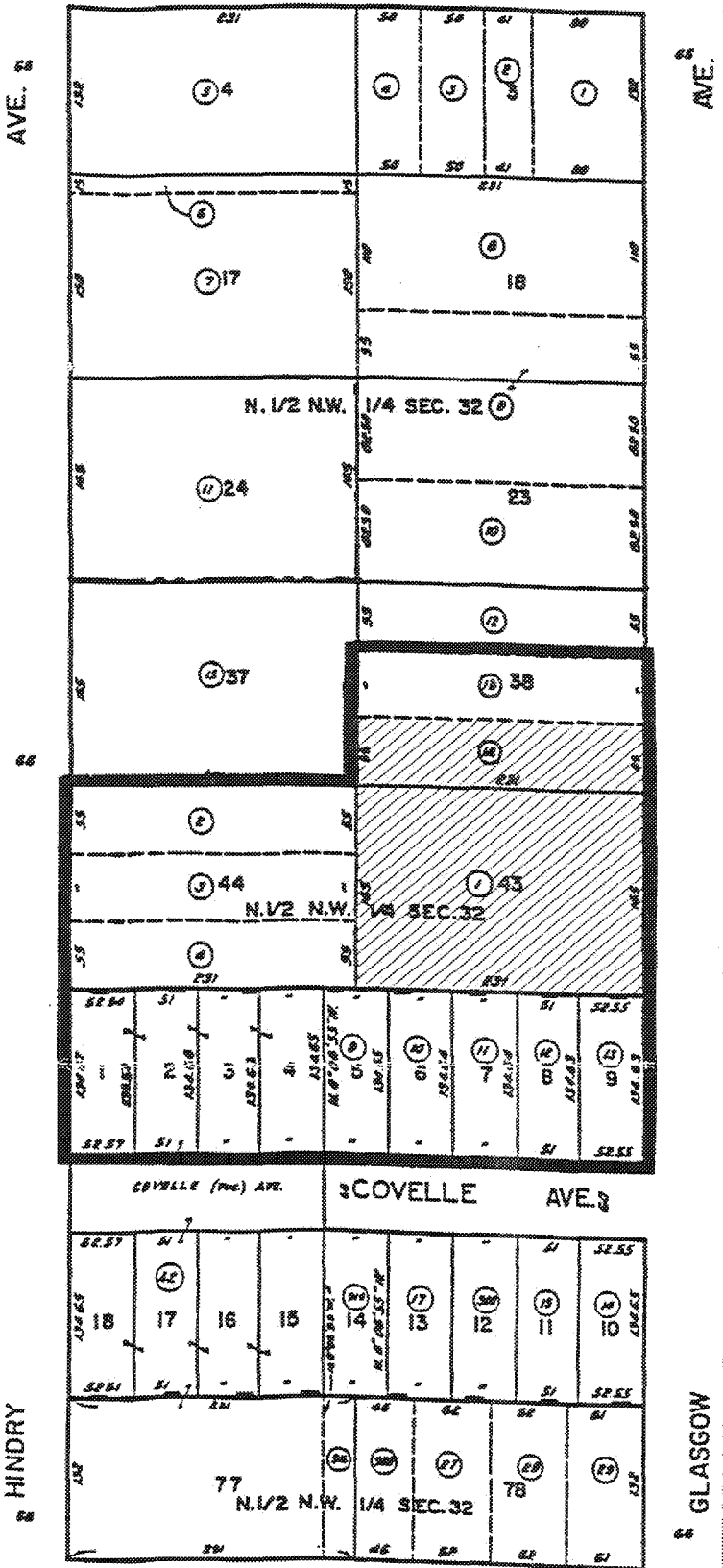
TELEPHONE: 310/412-5301

EXHIBIT "B-1"

MANCHESTER

BLVD.

OLIVE ST.



A.P.N./ADDRESS

- 4126-007-001/401 SO. GLASGOW AVE.
- " " " /405 SO. GLASGOW AVE.
- " " " /409 SO. GLASGOW AVE.
- 4126-008-014/359 SO. GLASGOW AVE.

■ SITE NO. 13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH FAA GRANT "NB"



HILLCREST

BLVD.

HINDRY

GLASGOW

PROPERTY DESCRIPTION

ADDRESS A.P.N. NO. OF UNITS	FEDERAL AVIATION ADM. INCIP NO. GRANT NO.	SITE NO.
401, 405, & 409 SO. GLASGOW AVE. 4126-007-001 30 UNITS	INCIP III 0-06-0139-NB	13
359 SO. GLASGOW AVE. 4126-008-014 11 UNITS	INCIP III 0-06-0139-NB	13

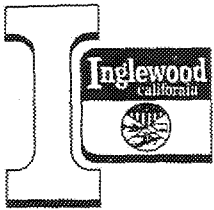
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PROPERTY COST BREAK DOWN

SITE NO. WORK ACTIVITIES	TOTAL ESTIMATED COST	SPONSOR'S FUNDS	FUNDS REQUESTED
401, 405, & 409 SO. GLASGOW AVE.			
- ACQUISITION	\$2,100,000	\$420,000	\$1,680,000
- RELOCATION	600,000	120,000	480,000
- DEMOLITION	<u>75,000</u>	<u>15,000</u>	<u>60,000</u>
- SUBTOTAL	\$2,775,000	\$555,000	\$2,220,000
359 SO. GLASGOW AVE.			
- ACQUISITION	\$770,000	\$154,000	\$616,000
- RELOCATION	220,000	44,000	176,000
- DEMOLITION	<u>27,500</u>	<u>5,500</u>	<u>22,000</u>
- SUBTOTAL	\$1,017,500	\$203,500	\$814,000
SUBTOTAL	\$3,792,500	\$758,500	\$3,034,000
LAND SALE PROCEEDS	\$0	<\$261,000>	<\$34,000>
TOTAL	\$3,792,500	\$497,500	\$3,000,000

(7)gmt-nb

↑



CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF. 90301

FAX (213) 412-5188



The Inglewood Redevelopment Agency

(213) 412-5290

January 26, 1993

Ruben C. Cabalbag
Federal Aviation Administration
Western-Pacific Region
P. O. Box 92007, WWPC
Los Angeles, California 90009

Dear Mr. Cabalbag:

The City of Inglewood is in the process of closing out as many of the early grants it has with FAA. Of the eight FAA grants currently in effect, we have determined that only Grant 3-006-0139-N1 can be closed out because all work associated with land assembly and recycling of the site are completed and all expenses can be finally totaled. The City wishes not to close out the remaining grants at this time because the projects are still incurring expenses.

In many cases, last resort payments are still being paid out to tenants relocated from the various sites acquired by the City. According to the Federal Uniform Relocation Act, such payments will continue for up to three and a half years after a tenant has been relocated. Furthermore, since many sites were acquired through court action, a final sales price for the properties have not yet been determined by the courts. Because this process is long and time consuming, it will take several years before a determination by the courts can be made on a final sales price for the various properties.

The City of Inglewood will close out those grants as soon as each project is completed and all expenses completely incurred.

Yours truly,

David Lamdagan
Development Specialist

November 3, 1992

The Honorable Edward Vincent
Mayor of the City of Inglewood
One Manchester Blvd
Inglewood, CA 90301-1750

Dear Mayor Edward:

Los Angeles International Airport
City of Inglewood (Sponsor)
AIP Project No. 3-06-0139-NB

This letter serves to notify you that under the above-captioned Grant Agreement an inadvertent error was found in the Contract Number under Part 1 - Offer on page 1 of the Grant Agreement. For the record, Contract No. DTFA08-92-C-20733 is not correct and should be changed to Contract No. DTFA08-92-C-20731.

We have provided a corrected copy of page 1 for the above captioned Grant Agreement. Please attach this letter and the enclosed corrected copy of page 1 in front of the Sponsor's original copy of the above captioned Grant Agreement.

Under the terms of the Grant Agreement, the parties have agreed that this letter with enclosure is incorporated into and is part of the above-captioned Grant Agreement.

Sincerely,

John P. Milligan
Supervisor, Standards Section

Enclosure

cc: Jesse Lewis, Redevelopment Director ✓
AWP-612

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20590

GRANT AGREEMENT

Part I - Offer

Date of Offer September 29, 1992

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NB

Contract No. DTFA08-92-C-20731

TO: City of Inglewood, California
(herein called the "Sponsor")

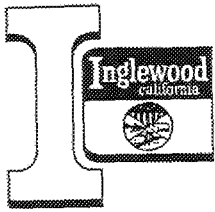
FROM: The United States of America (acting through the Federal Aviation
Administration, herein called "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 6, 1992 for a grant of Federal funds for a project at or associated with Los Angeles International Airport/Planning Area 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 or Planning Area (herein called the "Project") consisting of the following:

Acquire land for noise compatibility within Site 25, Site 28, Site 45, Site 46 and Site 47 (approx 10 parcels) to provide for relocation, removal of improvements, and resale.

all as more particularly described in the Project Application.



CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750
FAX (310) 412-5188



The Inglewood Redevelopment Agency
(310) 412-5290

FILE COPY

September 30, 1992

John P. Milligan
Standards Section
Federal Aviation Administration
15000 Aviation Boulevard
Hawthorne, California 90261

RE: AIP Project No. 3-06-0139-NB
Grant Offer

Dear Mr. Milligan:

The City of Inglewood is pleased to receive and to accept the Federal Aviation Administration's Grant Offer for the 1992 fiscal year. The City understands and accepts the conditions set forth in the Grant Offer. As requested, we are returning to you four original signed copies of the Grant Offer. We look forward to continuing our long and productive relationship with the Federal Aviation Administration.

Sincerely,

Jesse Lewis
Redevelopment Director

Enclosure



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region

P.O. Box 92007
Worldway Postal Center
Los Angeles, CA 90009

SEP 29 1992

Mr. Otis Ginoza
Development Coordinator
City of Inglewood Redevelopment Agency
One Manchester Blvd.
Inglewood, California 90301

Dear Mr. Ginoza:

Los Angeles International Airport, CA.
City of Inglewood (Sponsor)
AIP Project No. 3-06-0139-NB
Grant Offer

The Los Angeles International Airport, Fiscal Year 1992 Airport Improvement Program No. AIP 3-06-0139-NB, Contract DTFA08-92-C-20731 has been approved. Enclosed are the original and four copies of a Grant Offer, under which the United States commits itself to participate in the allowable cost of the project not to exceed \$3,000,000.00.

Your acceptance of the Grant Offer will obligate the Sponsor to accomplish the described development. An official of the Sponsor shall accept the offer on or before the date specified in Condition 6, Page 2, of the Grant Offer by signing the enclosed instruments in the space provided.

The date of the execution of the Grant Offer should be the same as, or later than, the date of the resolution. The certificate of Sponsor's attorney shall be the same as, or later than, the date of execution. When the documents are fully executed, certified, attested and appropriate seals are impressed, please return the original and three copies of the Grant Agreement to this office.

Sincerely,

John R. Milligan
Supervisor, Standards Section

Enclosures

Inglewood, California, September 8, 1992

TO: The Mayor and City Council

FROM: The Staff

**SUBJECT: Approval of Grant Agreement with the U.S. Federal Aviation
Administration**

This staff report requests that the City Council approve the form of the attached 1991 grant agreement and authorize the City Manager to execute the 1992 Federal Aviation Administration (FAA) Grant Agreement when it is available.

Background

FAA Grant Agreements must be executed by the City each year before September 30 and are usually sent to Inglewood before the end of August, however, due to a dispute between the City of Los Angeles Department of Airports and the FAA, Inglewood's Grant Agreement is being withheld until the dispute is settled. It is unlikely that the 1992 Grant Agreement will be received in time to submit it to the City Council for approval before September 30.

The 1992 FAA Grant Agreement will be nearly identical to the attached 1991 FAA Grant Agreement for \$5,000,000 which was executed by the City Manager on September 17, 1991. FAA has given a verbal commitment for a 1992 grant in the amount of \$3,000,000.

Recommendation

It is recommended that the City Council approve the form of the attached 1991 FAA Grant Agreement and authorize the City Manager to execute the 1992 FAA Grant Agreement when it becomes available.

Mayor and City Council
September 8, 1992
Page Two

Prepared by:

Jesse Lewis
Otis W. Ginoza

Attachments:

1991 FAA Grant Agreement
Resolution

\Grant.srp\

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part I - Offer

Date of Offer **SEP 13 1991**
Los Angeles International Airport/Planning Area
Project No. 3-06-0139-N9
Contract No. DTFA08-91-C-20672

TO: City of Inglewood, California
(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 July 30, 1989, for a grant of Federal funds for a project at or associated with the Los Angeles International Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Acquire Land For Noise Compatibility Purposes: 10 Parcels - 2.0 Acres (Approx), Within Sites 9, 12 & 14 (Indicated On The Maps Included As Exhibits "B-1" And "B-2"), To Provide For Relocation, Removal Of Improvements, And Resale.

All as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, 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, 80.0 percentum.

The 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 \$5,000,000.00. 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:

\$	for planning
\$5,000,000.00	for airport development or 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 delays 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 30, 1991 or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of 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 judgment, 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.
9. It is agreed that all program income produced from real property purchased in part with Federal funds in this Grant, received during the Grant period, shall be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
10. The Sponsor shall comply with the attached Nonairport Assurances (10-89), in lieu of those submitted with the Sponsor's Project Application, dated 7/30/89.
11. 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 to Parcels as described in the Project Application and as shown on the property maps attached hereto and identified as Exhibit "B-1" and Exhibit "B-2", and that the United States will not make nor be obligated

to make any payments involving the aforesaid Parcels 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 Parcels (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.

12. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceeds of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund, on a basis proportionate to the United States' share of the cost of acquisition of such land, or shall be reinvested in an approved project pursuant to such instructions as the FAA shall issue.
13. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an aviation easement on land within Sites 9, 12, and 14 as shown on the property maps, Exhibits "B-1" and "B-2", to the City of Los Angeles, California, Department of Airports, prior to any disposal or resale of said land.
14. The FAA shall make payment to the Sponsor by a letter of Credit between the Treasury, through a Federal Reserve Bank, and the Sponsor's Commercial Bank. The Sponsor agrees to request cash drawdowns on the authorized Letter of Credit only when needed for its disbursements to carry out the purposes of this program. The Sponsor further agrees to timely reporting of such drawdown and disbursements as required. It is understood that failure to adhere to this provision may cause the Letter of Credit to be revoked by the FAA. In the event of revocation, payment will be made on a reimbursement basis by Treasury check for costs incurred.

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

(Name) Eric Vermeeren
(Title) Acting Supervisor, Standards Section

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 17th day of September, 1991

City of Inglewood, California

(Name of Sponsor)

By

[Signature]
(Sponsor's Designated Official Representative)

(SEAL)

Title

City Manager

Attest:

[Signature]

Title:

CITY CLERK

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Howard Rosten, 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 California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper 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 Inglewood City this 17th day of September, 1991

[Signature]
Signature of Sponsor's Attorney

ASSURANCES

Noise Compatibility Program Projects Undertaken by Nonairport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982, as amended, and the Aviation Safety and Noise Abatement Act of 1979, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. **Duration.** 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 or throughout the useful life of the items installed under this 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 time 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 as specified in the assurance.

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

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 – 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act – 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 – Section 106 – 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 – 16 U.S.C. 469 through 469c.
- h. Flood Disaster Protection Act of 1973 – Section 102(a) – 42 U.S.C. 4012a.
- i. Rehabilitation Act of 1973 – 29 U.S.C. 794.
- j. Civil Rights Act of 1964 – Title VI – 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. 8373.
- p. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327, et seq.
- q. Copeland Antikickback Act – 18 U.S.C. 874.
- r. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- s. Endangered Species Act of 1973 – 16 U.S.C. 668(a), et seq.
- t. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- u. Drug-Free Workplace Act of 1988 – 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 12372 – Intergovernmental Review of Federal Programs
Executive Order 11246 – Equal Employment Opportunity

Federal Regulations

- a. 49 CFR Part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.

- c. 49 CFR Part 23 – Participation by Minority Business Enterprise in Department of Transportation Programs.
- d. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition Regulation for Federal and Federally Assisted Programs.
- e. 49 CFR Part 27 – Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- f. 49 CFR Part 29 – Debarments, Suspensions and Voluntary Exclusions.
- g. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- h. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.
- i. 29 CFR Part 3 – Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.
- j. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.
- k. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).
- l. 14 CFR Part 150 – Airport Noise Compatibility Planning.

Office of Management and Budget Circulars

- a. A-87 – Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-128 – Audits of State and Local Governments.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

- 2. **Responsibility and Authority of the Sponsor.** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 3. **Sponsor Fund Availability.**
 - a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
 - b. It has sufficient funds available to ensure operation and maintenance of items funded under the grant agreement which it will own or control.
- 4. **Good Title.** For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
- 5. **Preserving Rights and Powers.**
 - a. It will not enter into any transaction, or change thereto, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
 - c. For all noise compatibility projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that governmental unit. Except as otherwise specified by the Secretary, that agreement shall obligate that governmental unit to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility project. That agreement and changes thereto must be approved in advance by the Secretary.

- d. For noise compatibility projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each agency a written declaration that such agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near which the project may be located.
8. **Accounting System, Audit, and Recordkeeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.
9. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a—276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
10. **Veteran's Preference.** It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
11. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
12. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
13. **Operation and Maintenance.** It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
14. **Hazard Prevention.** It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

15. **Compatible Land Use.** It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise compatibility measures upon which Federal funds have been expended.
16. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
17. **Civil Rights.** It will comply with such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
18. **Engineering and Design Services.** It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.
19. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
20. **Disposal of Land.**
 - a. For land purchased under a grant before, on, or after December 30, 1987, for airport noise compatibility purposes, it will dispose of the land when no longer needed for such purposes at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
 - b. Disposition of such land will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.
21. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
22. **Drug-Free Workplace.** It will provide a drug-free workplace at the site of work specified in the grant application in accordance with 49 CFR Part 29 by (1) publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against its employees for violation of such prohibition; (2) establishing a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, and employee assistance programs; (3) notifying the FAA within ten days after receiving notice of an employee criminal drug statute conviction for a violation occurring in the workplace; and (4) making a good faith effort to maintain a drug-free workplace.

LA CIENEGA REDEVELOPMENT PROJECT AREA
 PARCEL DETAIL FOR SITES NO.9 & 12

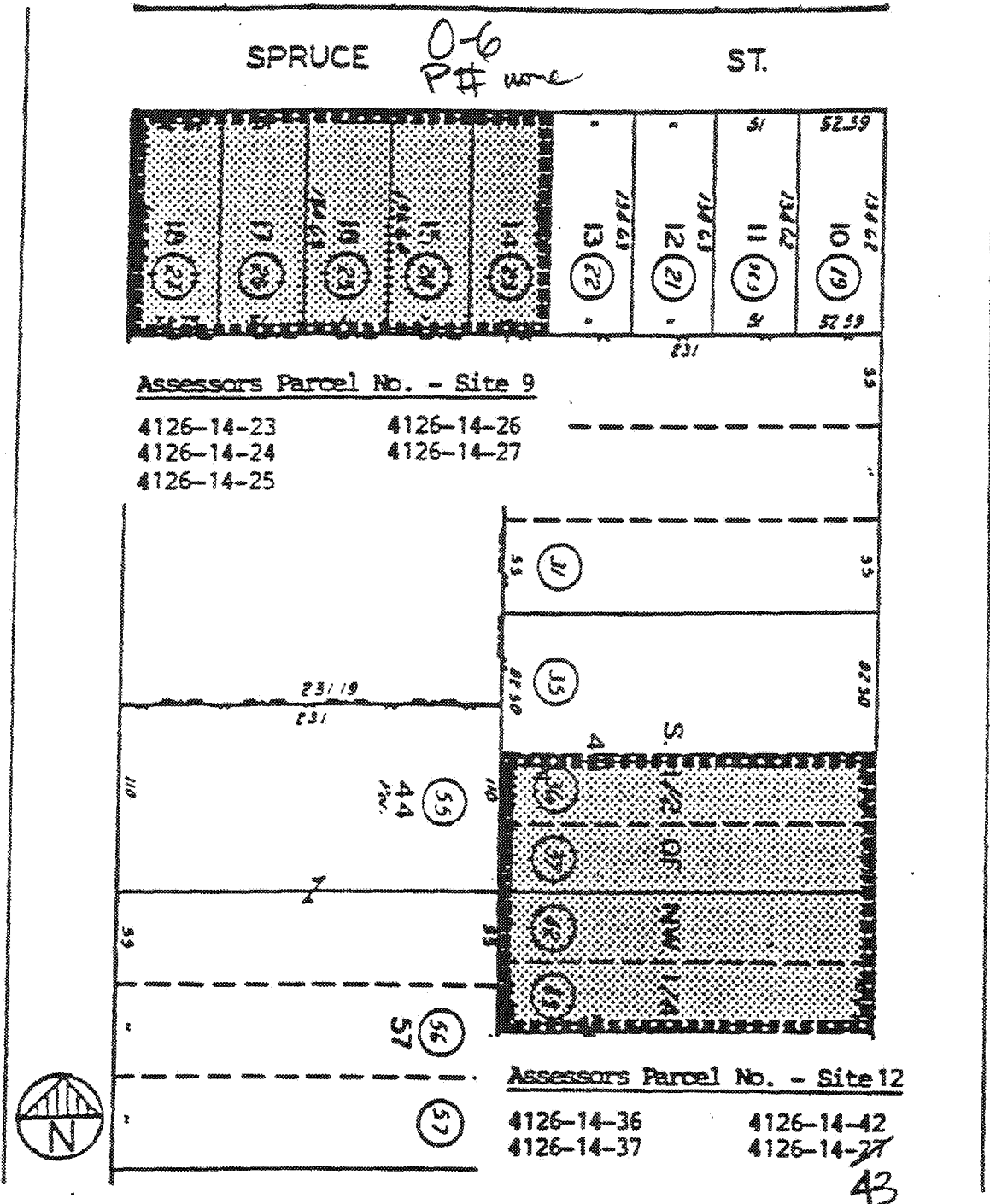
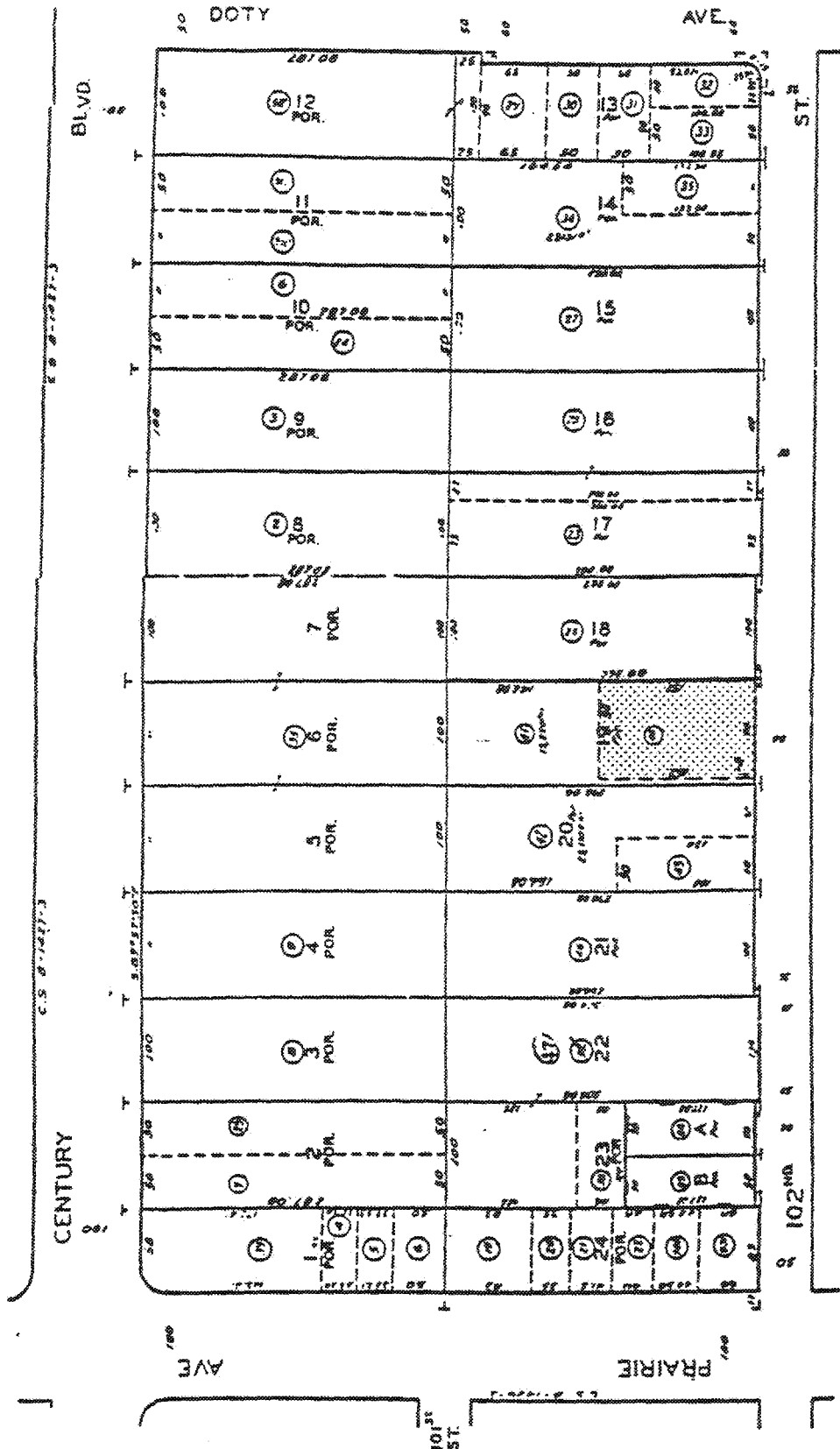


EXHIBIT B-1

CENTURY REDEVELOPMENT PROJECT AREA PARCEL DETAIL FOR A PORTION OF SITE NO. 14



CF 3
PH

A PORTION OF SITE NO. 14 TO BE PURCHASED:

APN 4032-01-40

EXHIBIT B-2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF INGLEWOOD, CALIFORNIA APPROVING
ACCEPTANCE OF FINANCIAL ASSISTANCE FROM THE
U.S. FEDERAL AVIATION ADMINISTRATION AND
EXECUTION OF NECESSARY GRANT AGREEMENT

WHEREAS, the City of Inglewood has actively participated in the Los Angeles International Airport Noise Control/Land Use Compatibility Study which provided a forum to study all feasible actions to achieve noise compatibility and to provide a final plan which optimizes these actions; and

WHEREAS, on June 6, 1984 the Board of Airport Commissioners for the City of Los Angeles approved the Federal Aviation Administration Part 150 Noise Compatibility Program; and

WHEREAS, the approved Noise Compatibility Program recommends recycling of residential property in portions of Inglewood to airport compatible land uses; and

WHEREAS, the City of Inglewood has submitted four Applications to the Federal Aviation Administration Airport Improvement Program; and

1 2. The City Manager is hereby authorized and directed to submit all necessary
2 documents and to act in connection with agreement and provide such additional
3 information as may be required.

4 PASSED, APPROVED AND ADOPTED this ___ day of _____, 1992.

5
6

MAYOR

7 ATTEST

8

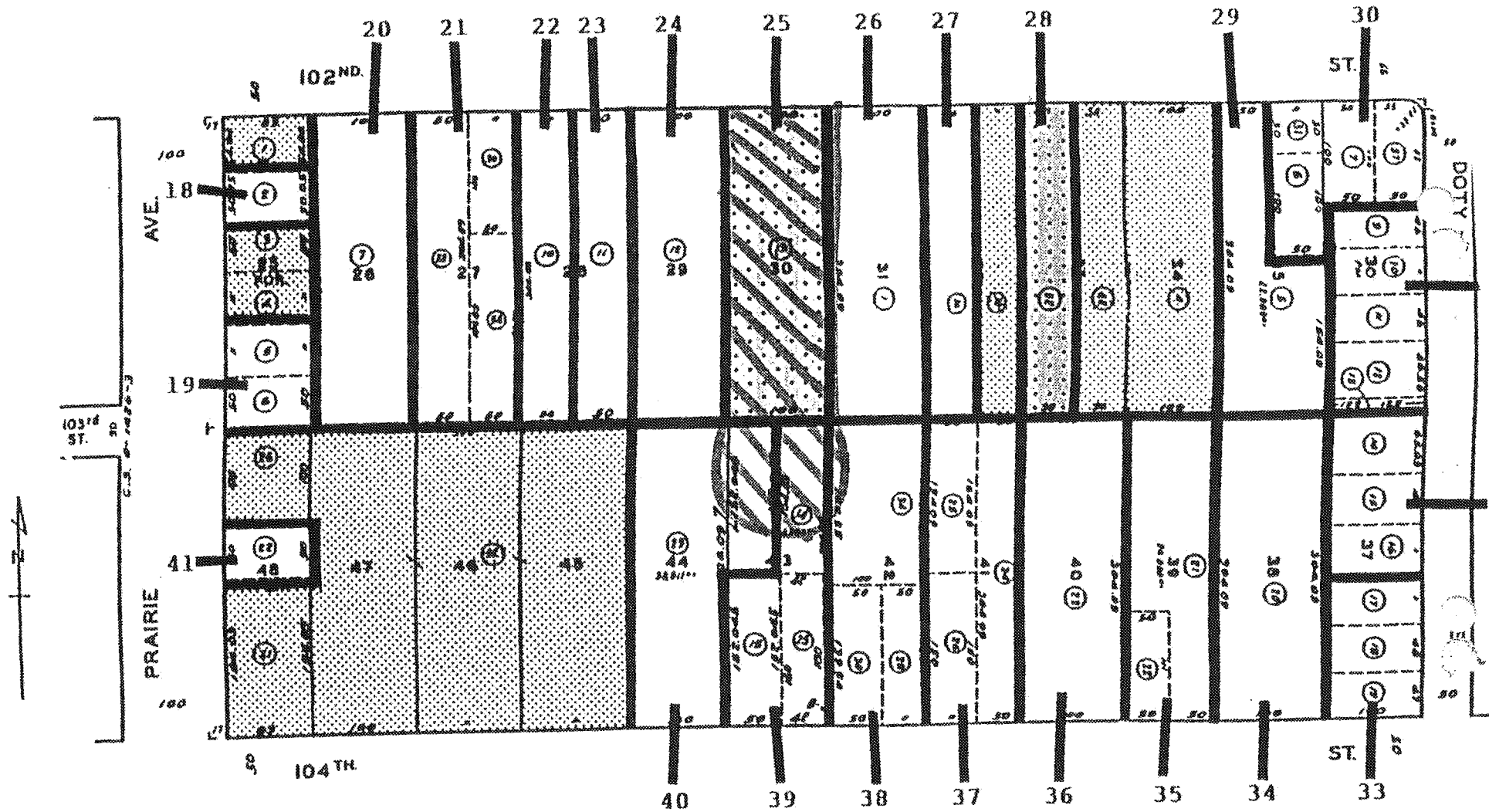
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
CITY CLERK


10 \Fgrant.res\

EXHIBIT _____

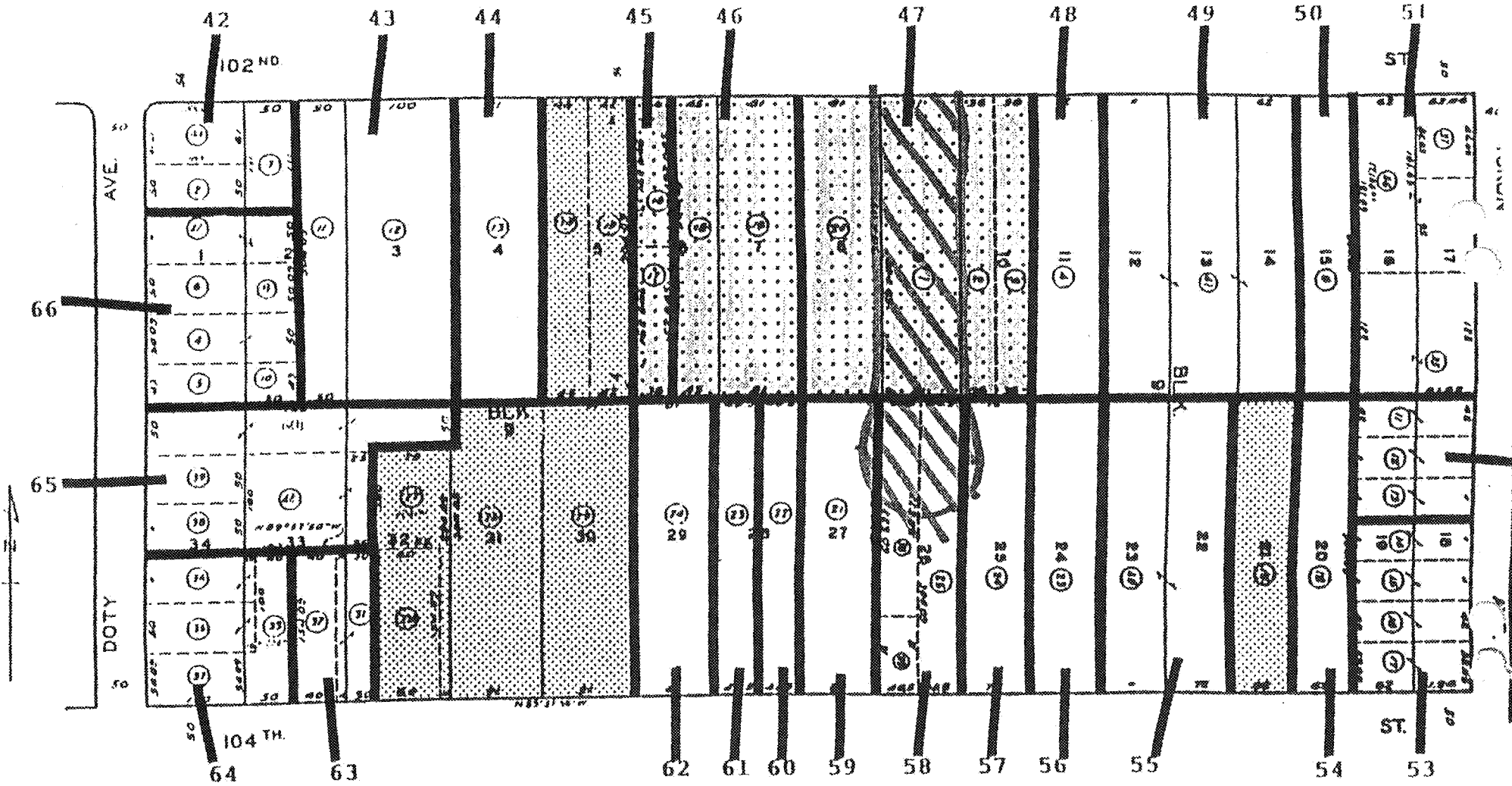
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



 NOT A PART OF THE GRANT

 High priority sites to be purchased with PAA Grants or land sale proceeds (from sites purchased with FAA Grants)

PARCEL DETAIL FOR SITES NO. 42-66



 NOT A PART OF THE GRANT

 High priority sites to be purchased with FAA Grants or land sales proceeds
(from sites purchased with FAA Grants)

TOTAL
ESTIMATED
COST

FEDERAL
SPONSOR'S
FUNDS

FUNDS
REQUESTED

25	Acquisition	\$490,000	\$98,000	\$392,000
	Relocation	140,000	28,000	112,000
	Demolition	17,500	3,500	14,000
	Subtotal	\$647,500	\$129,500	\$518,000
28	Acquisition	\$1,540,000	\$308,000	\$1,232,000
	Relocation	440,000	88,000	352,000
	Demolition	55,000	11,000	44,000
	Subtotal	\$2,035,000	\$407,000	\$1,628,000

45	Acquisition	\$140,000	\$28,000	\$112,000
	Relocation	40,000	8,000	32,000
	Demolition	5,000	1,000	4,000
	Subtotal	\$185,000	\$37,000	\$148,000
46	Acquisition	\$490,000	\$98,000	\$392,000
	Relocation	140,000	28,000	112,000
	Demolition	17,500	3,500	14,000
	Subtotal	\$647,500	\$129,500	\$518,000
47	Acquisition	\$420,000	\$84,000	\$336,000
	Relocation	120,000	24,000	96,000
	Demolition	15,000	3,000	12,000
	Subtotal	\$555,000	\$111,000	\$444,000

ACQUISITION COST (HIGH PRIORITY SITES): \$ 2,464,000
REQUESTED FUNDS

Correspondence from FAA confirming our understanding of the process for drawdowns on FAA accounts prior to property(ies) acquisitions would be greatly appreciated. Please contact me at 310-412-5290 should you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to read 'DL', with a long horizontal flourish extending to the right.

David Lamdagan
Development Specialist



U.S. Department
of Transportation
**Federal Aviation
Administration**

SEP 24 1993

Mr. David Lamdagan
Development Specialist
The Inglewood Redevelopment Agency
One Manchester Blvd.
Inglewood, CA 90301-1750

Dear Mr. Lamdagan:

This is in response to your letter of September 15, 1993, which outlines the funds drawdown procedure and submission of title evidence in connection with acquisition of properties funded under FAA Grants. We concur to the guidelines set forth in your letter.

Sincerely,

A handwritten signature in cursive script that reads "Ruben Cabalbag".

Ruben C. Cabalbag
Airport Program Engineer

John P. Milligan
Supervisor, Standards Section