



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**ORLANDO AIRPORTS DISTRICT OFFICE**

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November 26, 2001

Ruth K. Varn  
Chairperson, Albert Whitted Airport  
Advisory Committee  
801 Bayou Blvd. S  
St. Petersburg, FL 33705

Dear Chairperson Varn:

Further to our telephone conversation of November 26, 2001, concerning Albert Whitted's federal grant obligations.

According to the most recently executed grant assurances:

**B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

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

**1. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

## 2. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes...

The grant agreement does not have provisions for repayment of federal monies in order to cancel the grant and associated terms and conditions. Because of the important role Albert Whitted plays in the airport system the FAA would not support any effort to rescind the contract (grant) obligations.

Sincerely,

/s/

W. Dean Stringer  
Manager

cc:

FDOT (Ashbaker + District Office)