

Assignment and Assumption Agreement

This ASSIGNMENT and ASSUMPTION AGREEMENT made this _____ day of _____, 20____, by and between the Crete Airport Authority (hereinafter referred to as "Assignor") and City of Crete, Nebraska (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, the City of Crete Airport Authority is the owner and sponsor of the Crete Municipal Airport.

WHEREAS, the Crete Airport Authority was created under the Cities Airport Authorities Act, Neb. Rev. Stat. §§ 3-501 to 3-514, ("Act") as a local government entity of regional government. The [Authority] has all rights and powers granted by the Act to an airport authority to plan, promote, extend, maintain, purchase, construct, install, improve, repair, and enlarge the airport and airport facilities and to enter into all contracts and agreements necessary or incidental to the performance of its duties and execution of any other powers of the airport authority conferred by the Act.

WHEREAS, pursuant to the duly adopted legislation, the City of Crete (Assignee) has the legal authority to manage and operate Crete Municipal Airport, as depicted in the property maps attached hereto as **Exhibit 1**, as the official airport sponsor and successor to Crete Airport Authority (Assignor).

WHEREAS, pursuant to the duly adopted legislation, the City of Crete will assume the rights, interests, obligations, covenants, and interest in, to, and under all existing and future documents giving rise to obligations to the Federal Government, including the commitments undertaken concerning the outstanding grant assurances for the FAA Grant Agreements (listing attached as **Exhibit 2**), Passenger Facility Charge (PFC) Records of Decision (ROD)/Final Agency Decision (FAD) and amendments thereto (listing attached as **Exhibit 3**), and Federal Property Instruments of Conveyance (listing attached as **Exhibit 4**); and

WHEREAS, concurrent to execution and exercise of this Assignment and Assumption Agreement, the parties understand the FAA by separate document is approving the [Authority] as an eligible airport sponsor for federal funds and other assistance.

AGREEMENT

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The above recitals are included in this Assignment and Assumption Agreement.

2. **Effective Date:** The effective date of this Assignment and Assumption Agreement is the date the FAA approves the transfer of Sponsorship and [issues an Airport Operating Certificate under 14 CFR Part 139].
3. **Assignment.** Assignor hereby grants, conveys, transfers and assigns to Assignee, all of Assignor's rights, title, interests and obligations in, to and under the FAA Grant Agreements (listed on **Exhibit 2**), PFC ROD/FAD and amendments thereto under which the [Authority] is entitled to impose and use PFCs as authorized by the FAA (listed on **Exhibit 3**), and Federal Property Instruments of Conveyance by which federal property was previously transferred to the Assignor for use for airport purposes at the Airport (listed on **Exhibit 4**), attached hereto and made a part hereof. It is the intent of the parties that the right, title, interest and obligations of the Assignor prior to, on and after this date under all outstanding FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyance between the FAA and the Assignor are being assigned to the [Authority] hereunder.
4. **Acceptance/Assumption.** Assignee hereby accepts the assignment granted in Section 3 above. Assignee further assumes, covenants, acknowledges and agrees to be bound by and to perform, observe and be subject to all of the terms, covenants and conditions of the FAA Grant Agreements (listed in **Exhibit 2**), the PFC ROD/FADs and amendments (listed in **Exhibit 3**) and the Federal Property Instruments of Conveyance (listed in **Exhibit 4**) on and after the date of this Assumption Agreement, the terms, covenants and conditions of which are hereby incorporated herein by reference. The [Authority] also assumes all obligations as required for the collection and use of PFCs. This specifically includes compliance with 14 CFR Part 158 Appendix A-Assurances (parts A and B), and Part 158, Subpart D-Reporting, Recordkeeping and Audit requirements.
5. **Transfer of Airport Revenue and Personal Property:** The Assignor will transfer to the **City of Crete** on the Effective Date the following: (a) all Airport Revenue, including Airport Enterprise Funds, on hand with the Assignor, as identified in **Exhibit 5** and (b) all equipment and personal property used in the operation of the Airport as identified in **Exhibit 6** as of the Effective Date.
6. **Representation.**
Assignor represents and warrants that:
 - (a) It has fully complied with the terms of the FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyance, that it is not in default under these terms, that it has not received notice of default from any other party to the FAA Grant Agreements, PFC ROD/FADs and amendments and Federal Property Instruments of Conveyance and that, to the best of the knowledge of Assignor, no other party to the FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyances is in default under the terms of these obligations and agreements and decisions.

(b) The Assignor has the right to assign the FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyance subject to FAA approval.

7. **Notice.** Any notice herein required or permitted to be given shall be deemed given if and when mailed in a sealed envelope by United States certified mail, return- receipt requested, postage prepaid, properly addressed as follows or such other address as specified by notice to the other party in accordance with the provisions of this section:

As to Assignor: Crete Airport Authority
PO Box 86
Crete NE 683363

With a copy to:

As to Assignee: City of Crete
243 East 13th Street
Crete NE 68333

With a copy to:

8. **Legally Binding.** All agreements, covenants, conditions and obligations contained in this Assignment and Assumption Agreement shall be legally binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The FAA is intended to be a third-party beneficiary with respect to all provisions of this Assignment and Assumption Agreement.
9. **Complete Agreement.** This Assignment and Assumption Agreement constitutes the entire understanding and agreement of the Assignor and Assignee and supersedes all prior agreements and understandings between them, whether written or verbal, with respect to the subject matter hereof.
10. **Severability.** If the application of any provision of this Assignment and Assumption Agreement to any particular facts or circumstances will for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (i) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, will not in any way be affected or impaired thereby and (ii) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties.

IN WITNESS WHEREOF, Assignor and Assignee have caused the Assignment and Assumption Agreement to be executed by their duly authorized representatives the day and year first above written.

ATTEST:

ASSIGNOR: **Crete Airport Authority**

By: _____

By: _____

Name: _____

Name: Blaine Spanjer

Title: _____

Title: Chairperson

ATTEST:

ASSIGNEE: **City of Crete Nebraska**

By: _____

By: _____

Name: _____

Name: David A. Bauer

Title: _____

Title: Mayor

Assignment and Assumption Agreements

EXHIBIT 1 – Airport Property Map

EXHIBIT 2 – List of FAA Grant Agreements

EXHIBIT 3 – List of Passenger Facility Charge Records of Decisions/Final Agency Decisions and Amendments thereto N/A

EXHIBIT 4 – List of Federal Property Instruments of Conveyance

EXHIBIT 5 - List of Airport Revenue

EXHIBIT 6 – List of Personal Property and Equipment Used in the Operation of the Airport