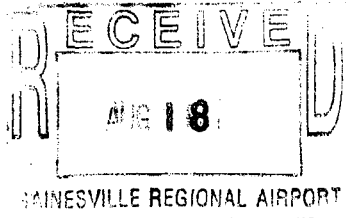




U.S. Department
of Transportation
**Federal Aviation
Administration**



080286A

Orlando Airports District Office
5950 Hazeltine National Dr., Suite 400
Orlando, FL 32822-5003

Phone: (407) 812-6331

Fax: (407) 812-6978

August 14, 2008

Mr. Allan J. Penksa
Director of Facilities and Maintenance
Gainesville Regional Airport
3880 N.E. 39th Avenue, Suite A
Gainesville, Florida 32609

Dear Mr. Penksa:

RE: Gainesville Regional Airport, Gainesville, Florida
AIP No. 3-12-0028-027-2008
Grant Offer


We are enclosing the original and two copies of a Grant Offer for AIP Project No. 3-12-0028-027-2008 for Gainesville Regional Airport, in response to your Application for Federal Assistance dated July 30, 2008. Your acceptance of this Offer will constitute a Grant Agreement by which the government will participate in the allowable costs of the project amounting to \$495,558 (Federal share).

Once the authorized official has executed the Agreement and the official's signature has been notarized and sealed/stamped, the attorney for both the City of Gainesville and the Gainesville-Alachua County Airport Authority must certify that the Sponsors' acceptance complies with local and state law and constitutes a legal and binding obligation on the part of the Sponsor. Please note that the Agreement is not legal unless the attorney signs it AFTER the Sponsor.

If the terms of this Offer are satisfactory, please execute the document as soon as possible, but not later than **September 12, 2008**. To assist us in administrative reporting requirements you are requested to notify this office by faxing the signature page of the grant or by telephoning us immediately upon executing the grant. **The original and one copy of the grant need to be returned to this office.** The remaining copy is for your file.

Please allow approximately 30 days after returning final executed grant to this office before attempting any drawdowns from the letter-of-credit account.

Sincerely,



Juan Brown
Acting Manager

3 Enclosures

cc: w/enclosure
Roland Luster, FDOT/2

 **GRANT AGREEMENT**

U. S. Department
of Transportation
Federal Aviation
Administration

080286A

Date of Offer: August 14, 2008
Project Number: 3-12-0028-027-2008
Recipient: Gainesville – Alachua County Airport Authority and
The City of Gainesville (Herein called Sponsor)
Airport: Gainesville Regional Airport

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety-five percent (95%) of the allowable costs incurred in accomplishing the project consisting of the following:

"Terminal Renovation – Phase 2C"

as more particularly described in the Project Application dated July 30, 2008.

The maximum obligation of the United States payable under this Offer shall be \$495,558 for airport development.

This offer is made in accordance with and for the purpose of carrying out the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 of the United States Code, constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Acting Manager, Airports District Office

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated March 29, 2005.

Executed this ___ day of _____, 20____
(Seal) _____ Name of Sponsor

Attest _____ Signature of Sponsor's Designated Official Representative

Title _____ Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, 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 State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. 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.

Signature of Sponsor's Attorney

Date

080286A

ACCEPTANCE (CITY)

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated March 29, 2005.

Executed this ____ day of _____, 20____
(Seal)

Name of Sponsor

Attest

Signature of Sponsor's Designated Official Representative

Title

Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, 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 State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are not 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.

Signature of Sponsor's Attorney

Date