

#39

AMENDMENT TO LEASE AND CONCESSION AGREEMENT
FIXED BASE OPERATOR - REID-HILLVIEW AIRPORT
EXECUTED DECEMBER 11, 1961, BETWEEN THE
COUNTY OF SANTA CLARA, LESSOR, AND
CECIL R. REID, LESSEE.

WHEREAS, the County of Santa Clara and Cecil R. Reid on December 11, 1961, executed that certain agreement entitled "Lease and Concession Agreement for Fixed Base Operator - John J. Montgomery Field" (Reid-Hillview Airport); and

WHEREAS, the County of Santa Clara (Lessor) and Cecil R. Reid (Lessee), desire to extend the original term of said Lease and Concession Agreement, and to amend the same;

Lessor and Lessee hereby renew and extend that certain Lease and Concession Agreement dated December 11, 1961, upon the same terms and conditions except as may be expressly changed herein.

1. Term of Lease

The term of this lease shall be from December 28, 1964 to and including June 30, 1965.

2. Rental

A. Lessee agrees to pay to County, in advance, the sum of One Hundred Dollars (\$ 100.00) per month as rent and compensation for the rights and privileges granted to Lessee by this agreement. The rental shall be payable on the first day of each calendar month during the term hereof. If the effective date of this lease is other than the first day of the beginning month, the minimum rental for said first month shall be prorated to the end of the month, and be due and payable in advance on the said effective date of this lease.

B. In addition to the monthly rental hereinabove agreed to be paid by Lessee, Lessee shall pay to County, at the times and in the manner hereinafter specified, an additional rental in an amount equal to five (5) percent of the amount of

DEC 29
D/M (B)
@ 100.00 PER
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MO

Date DEC 28 1964 (m)
APPROVED Hilda Slc. 29
RE: CE CG PC DPW. FLD
NO: _____ ABSTAINS: _____

Lessee's gross income made during the term hereof, in, upon, or from the demised premises in excess of Forty-Seven Thousand Five Hundred Dollars (\$47,500).

On or before the 45th day of the next succeeding month following the end of the term hereof, Lessee shall render to County an accounting of any and all gross income. At the time of rendering said account, Lessee shall pay to County any and all additional rental so indicated.

Lessee shall keep full, complete and proper books, records and accounts of the gross income of each separate source of income derived by Lessee from the demised premises; said books, records and accounts shall at all reasonable times be open to the inspection of County, County's auditor, or other authorized representative or agent.

If the effective date of this lease is other than the first day of the beginning month, for the purposes of determining the leasehold period under this paragraph B, the leasehold period shall be deemed to commence as of the first day of the next succeeding month following the effective date of this lease.

3. Construction and Improvement

Lessor has awarded a contract for the improvement of the landing area and other facilities on the premises leased hereunder and on adjacent property owned by Lessor in accordance with the plans and specifications approved by the Board of Supervisors of the County of Santa Clara on September 28, 1964. It is agreed between the parties hereto, that the construction work provided for by the said plans and specifications, or other construction work which may be awarded under separate contract, shall proceed without interruption and Lessee agrees to cooperate with Lessor and with Lessor's contractor during the course of all

construction work. It is further agreed that the construction work shall be done under the sole jurisdiction of Lessor, and Lessee shall adjust his operations and the operations of his tenants and sublessees to comply with the construction work.

In the event it becomes necessary to dispossess Lessee or any of Lessee's tenants from the use and occupancy of any building, structure or space on the premises leased hereunder, Lessor shall use all due diligence to obtain elsewhere on said premises suitable substitute space for Lessee and Lessee's tenants. Lessor shall not be responsible to Lessee or to Lessee's tenants for any damage, loss, cost or expense howsoever incurred on account of or in any way arising out of such construction work, dispossession or use of substitute space.

4. Sublease by Lessee

Lessee shall not sublease or grant any concession to any other person to occupy or use the premises for a term beyond June 30, 1965. All subleases, concessions, or permits issued by Lessee shall contain a provision providing that the sublessee shall cooperate with Lessor and with Lessor's contractor during the construction work referred to in paragraph 3 hereof. Lessee shall not sublease any building which is to be removed by Lessor or Lessor's contractor during the course of the work for a period beyond April 1, 1965, without prior permission of the Lessor.

5. Use of New Hangars

Lessee shall have the use of all new hangars constructed by Lessor during the term of his lease, and may sublease or rent said hangars to other persons at rental rates established by Lessor. The new hangars shall not be used for any purpose other than storage of aircraft, without prior written approval of Lessor.

6. Reimbursement to Lessee

The Master Plan for the construction and improvement of

Reid-Hillview Airport adopted by the Board of Supervisors of the County of Santa Clara is incorporated herein by reference. It is contemplated that Lessor will enter into leases to fixed-base operators for construction of buildings and other facilities designated on the Master Plan as "Commercial Leases" in the area westerly of Swift Lane, northerly of Cunningham and southerly of Ocala Avenue. In the event Lessor leases any of these areas to any of Lessee's present sublessees, Lessee shall be entitled to reimbursement from Lessor in the amount of the sublessee's current rental rate, as set forth in Exhibit A attached hereto.

IN WITNESS WHEREOF, parties have caused this amendment to lease and concession agreement to be executed on this date: DEC 29 1964

COUNTY OF SANTA CLARA

By *M. J. Spangher*
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

Cecil R. Reid
Cecil R. Reid

JRK:go
12/15/64

EXHIBIT A

TO THE AMENDMENT TO LEASE AND CONCESSION
AGREEMENT - FIXED BASE OPERATOR - REID-
HILLVIEW AIRPORT EXECUTED DECEMBER 11, 1961
BETWEEN THE COUNTY OF SANTA CLARA, LESSOR,
AND CECIL R. REID, LESSEE

The following parties are sub-lessees of Cecil R. Reid doing business at the Reid-Hillview Airport at Santa Clara County on the date of the above-titled lease and for the period of extensions granted by the Board of Supervisors of the County of Santa Clara to the lessee.

FLYING SCHOOLS:

Harry T. Soloman dba Garden City Aero	-	8¢/gal. purchased at field
Frank Pinkerton dba Pinkerton Aviation	-	8¢/gal. purchased at field
Harold McMurdo dba Sparton Aero	-	8¢/gal. purchased at field
Amelia Reid dba Span-Flow Aviation	-	8¢/gal. purchased at field

AIRCRAFT MAINTENANCE SHOPS:

Harry T. Soloman dba Garden City Aero	-	\$200/mo. Maint- enance Hangar Rental
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RESTAURANT:

Eugene Williams dba Sky Lane Cafe	-	\$50/mo. Restaurant rental
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AIRCRAFT SALES:

Stanley Shaw dba Shaw Aircraft Sales	-	1% of gross sales
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