

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part I-OfferDate of Offer **June 20, 1962****Reid-Hillview**

Airport

Project No. **9-04-128-D201**Contract No. **FA-WE-2178**

TO: **The County of Santa Clara, California**
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency;
herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated
May 23, 1962, for a grant of Federal funds for a project
for development of the **Reid-Hillview** Airport (herein called
the "Airport"), together with plans and specifications for such project, 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 development of the Airport (herein
called the "Project") consisting of the following-described airport development:

Land acquisition (Parcels 1, 2 and 3)

all as more particularly described in the property map and plans and specifica-
tions incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), 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 the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, 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, **53.98 per centum of said allowable project costs, subject to the following terms and conditions.**

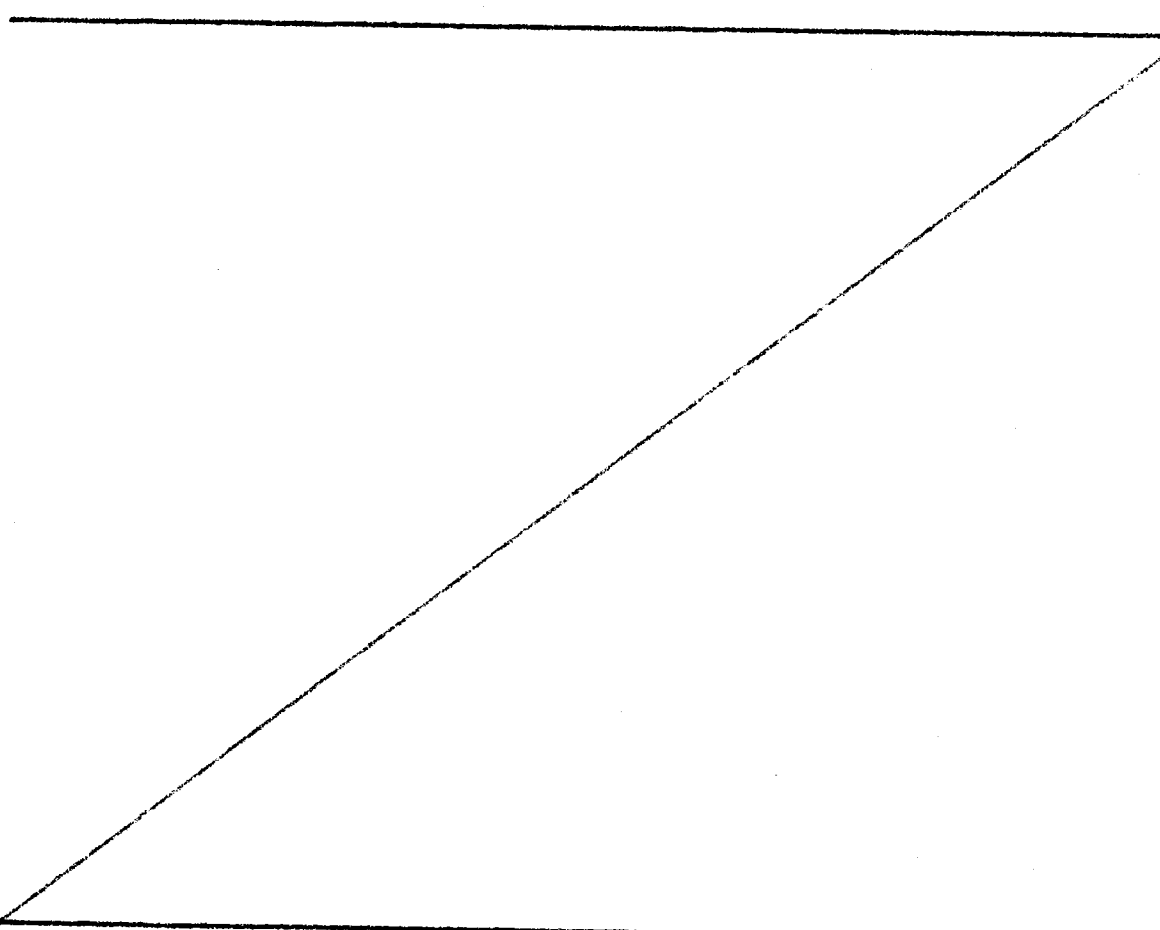
This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be **\$363,285.00.** *not to exceed \$363,285.00*
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within **thirty** days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 550.7 and 550.8 of the Regulations of the Federal Aviation Agency (14 CFR 550) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations".
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA, or his duly authorized representative.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 550.4(a) of the Regulations.
4. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 550.9 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 550.9(d) of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 550.9(c) of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. 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 **June 30, 1962,** or such subsequent date as may be prescribed in writing by the FAA.
8. **It is understood and agreed by and between the parties hereto that Paragraph 9 of Part III-Sponsor's Assurances of the Project Application, dated May 23, 1962, is hereby deleted in its entirety. It is recognized by the parties hereto that Paragraph (5) of Section 11 of the Federal Airport Act (49 U.S.C. 1101 (5)), as amended, provides that the Sponsor "will furnish without cost to the Federal Government for use in connection with any air traffic control activities, or weather-reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the Administrator may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes." It is therefore understood and agreed that the Sponsor will furnish the Federal Government, within four months after written demand therefor, without cost to the Federal Government, the estates or interests in land and/or rights in buildings as set forth in the attached Schedule A, which is incorporated herein and made a part hereof. It is further understood and agreed that nothing contained herein shall be construed as obligating the Federal Government to construct, occupy or operate a control tower or flight service station at the airport.**
9. It is further understood and agreed that the Sponsor will not construct or permit the construction of any structure that would obstruct visibility of any of the traffic patterns, approaches, runways, taxiways, operational portions of the apron(s), or any other operational area necessary for the control of ground or air traffic on or at the airport, from a control cab, the approximate center of which will be over that point described in Paragraph A of the attached Schedule and the elevation of which will be 48 feet above such point.
10. It is further understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments hereunder until the Sponsor has obtained firm commitment, satisfactory to the Administrator, from the City of San Jose, California, for the closing and vacating of that portion of Cunningham Avenue which lies within Parcels 1 and 2 as shown and delineated on Exhibit "A" attached hereto.
11. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments involving Parcels 2 and 3, as shown on the property map attached hereto and identified as Exhibit "A", 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 Administrator in and to said Parcels 2 and 3, or any portion thereof for which grant payment is sought, subject to

no liens, encumbrances, reservations or exceptions which in the opinion of the Administrator might create an undue risk of interference with the use and operation of the airport.

12. By its acceptance hereof, the Sponsor hereby covenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to it in writing by the Administrator, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation within the standards established by the Federal Aviation Agency Technical Standard Order N18; and the Sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.

 13. It is understood and agreed by and between the parties hereto that the terms "Administrator of Civil Aeronautics", "Administrator", "Civil Aeronautics Administration", "Department of Commerce", "CAA" or "Section 303 of the Civil Aeronautics Act of 1938" wherever they appear in this Agreement, in the Project Application, plans and specifications or in any other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Agency or the Administrator thereof or Section 308(a) of the Federal Aviation Act of 1958, as the case may be.
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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 said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY, Western Region

By Charles J. Wenger
(TITLE)
Chief, Airports Division

Part II-Acceptance

The **County of Santa Clara** does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of JUN 25 1962, 19_____.

THE COUNTY OF SANTA CLARA, CALIF.

(Name of Sponsor)

By Howard W. Weichert ✓

Title Chairman of the Board of Supervisors

(SEAL)

Attest: Jean Pullan
Title: Clerk of the Board

CERTIFICATE OF SPONSOR'S ATTORNEY

I, William M. Suzil, acting as Attorney for Santa Clara County, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof 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 Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at San Jose this 27 day of June, 1962.

William M. Suzil
Title Assistant County Counsel

SCHEDULE A

Project No. 9-04-128-D201

Airport: Reid-Hillyview

There are set forth below the lands and estates or interests therein and rights the Sponsor is obligated to furnish the Federal Government pursuant to and in accordance with the provisions of Paragraph 8 of the Grant Agreement to which this Schedule is attached:

A. Air Traffic Control Tower:

Fee simple title, or such lesser estate or interest as is acceptable to FAA, to 32,400 sq. ft. of land, the approximate geographic center of which is identical with the geometric center point of the following described property:

From a granite monument located at the intersection of Tully Road and Swift Avenue, proceed N 50°0'45" E 1598.64 ft. to a point opposite a corner of the existing airport property, thence N 40°9'44" W 1431.14 ft. to the corner common to lots 34, 35, 64 and 65 in the Fillmore Tract, thence S 49°50'35" W 40 ft. to the point of beginning for this description; thence S 49°50'35" W 180 ft. to the proposed airport property line, thence N 40°9'44" W 180 ft., thence N 49°50'33" E 180 ft., thence S 40°9'44" E 180 ft. to the point of beginning, being a square plot of land containing 32,400 sq. ft.; together with the right of ready access thereto for construction, occupancy, and use of an air traffic control tower; and together with the right to connect to existing utilities and to utilize the utility services involved to the extent of available capacity at not more than the prevailing rates.

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, CALIFORNIA, ACCEPTING THE GRANT OF FEDERAL FUNDS IN THE AMOUNT OF \$15,200 FOR THE PURPOSES OF OBTAINING FEDERAL AID UNDER PROJECT NO. 9-01-118-0201 IN THE DEVELOPMENT OF MID-HILLVIEW AIRPORT

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BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, as follows:

1. That the County of Santa Clara shall accept the Grant Offer of the United States of America in the amount of \$15,200 for the purpose of obtaining Federal Aid under Project No. 9-01-118-0201 in the development of Mid-Hillview Airport and

2. That the Chairman of the Board of Supervisors of the County of Santa Clara is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer. (Article Part II - Acceptance) on behalf of the County of Santa Clara and the Clerk of the Board of Supervisors is hereby authorized and directed to attest the signature of the Chairman and to impress the official seal of the County of Santa Clara on the aforesaid statement of Acceptance; and

3. A true copy of the Grant Offer referred to herein is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on JUN 25 1962, 1962, by the following vote:

AYES: Supervisors, Levin Della Maggiore Spangler McHenry Weichert
NAYS: Supervisors, None
APPROVED: Harold P. ...
Chairman of the Board of Supervisors

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part I-Offer

Date of Offer June 20, 1962

Reid-Hillview Airport

Project No. 9-04-128-D201

Contract No. FA-ME-2178

TO: The County of Santa Clara, California
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency;
herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated
May 23, 1962, for a grant of Federal funds for a project
for development of the Reid-Hillview Airport (herein called
the "Airport"), together with plans and specifications for such project, 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 development of the Airport (herein
called the "Project") consisting of the following-described airport development:

Land acquisition (Parcels 1, 2 and 3)

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all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), 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 the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, 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, 53.98 per centum of said allowable project costs, subject to the following terms and conditions.

This Offer is made on and subject to the following terms and conditions:

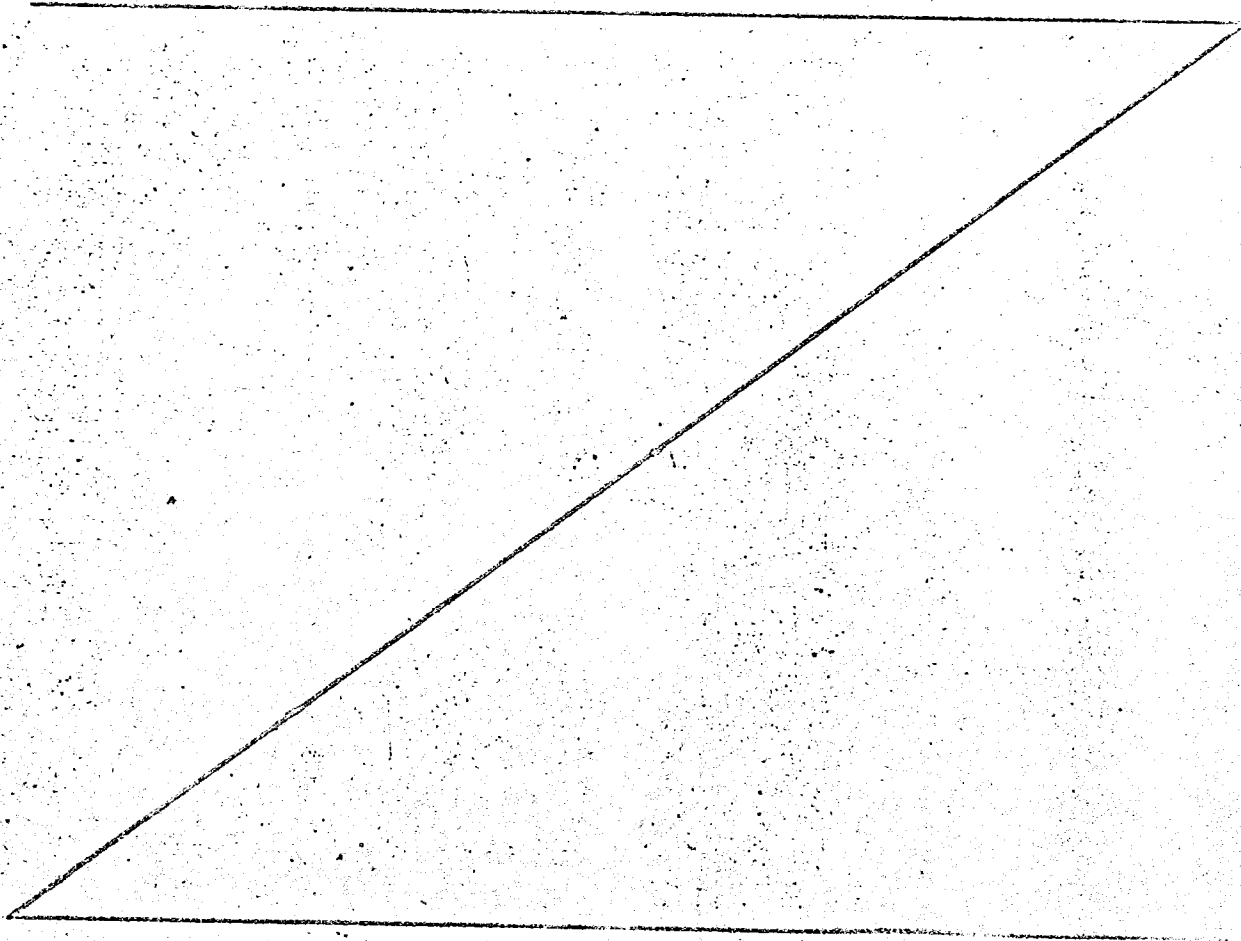
1. The maximum obligation of the United States payable under this Offer shall be \$363,285.00.
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within thirty days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 550.7 and 550.8 of the Regulations of the Federal Aviation Agency (14 CFR 550) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations".
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA, or his duly authorized representative.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 550.4(a) of the Regulations.
4. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 550.9 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 550.9(d) of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 550.9(c) of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. 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 June 30, 1962, or such subsequent date as may be prescribed in writing by the FAA.
8. It is understood and agreed by and between the parties hereto that Paragraph 9 of Part III-Sponsor's Assurances of the Project Application, dated May 23, 1962, is hereby deleted in its entirety. It is recognized by the parties hereto that Paragraph (5) of Section 11 of the Federal Airport Act (49 U.S.C. 1101 (5)), as amended, provides that the Sponsor "will furnish without cost to the Federal Government for use in connection with any air traffic control activities, or weather-reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the Administrator may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes." It is therefore understood and agreed that the Sponsor will furnish the Federal Government, within four months after written demand therefor, without cost to the Federal Government, the estates or interests in land and/or rights in buildings as set forth in the attached Schedule A, which is incorporated herein and made a part hereof. It is further understood and agreed that nothing contained herein shall be construed as obligating the Federal Government to construct, occupy or operate a control tower or flight service station at the airport.
9. It is further understood and agreed that the Sponsor will not construct or permit the construction of any structure that would obstruct visibility of any of the traffic patterns, approaches, runways, taxiways, operational portions of the apron(s), or any other operational area necessary for the control of ground or air traffic on or at the airport, from a control cab, the approximate center of which will be over that point described in Paragraph A of the attached Schedule and the elevation of which will be 48 feet above such point.
10. It is further understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments hereunder until the Sponsor has obtained firm commitment, satisfactory to the Administrator, from the City of San Jose, California, for the closing and vacating of that portion of Cunningham Avenue which lies within Parcels 1 and 2 as shown and delineated on Exhibit "A" attached hereto.
11. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments involving Parcels 2 and 3, as shown on the property map attached hereto and identified as Exhibit "A", until the Sponsor submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the Administrator in and to said Parcels 2 and 3, or any portion thereof for which grant payment is sought, subject to

no liens, encumbrances, reservations or exceptions which in the opinion of the Administrator might create an undue risk of interference with the use and operation of the airport.

12. By its acceptance hereof, the Sponsor hereby covenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to it in writing by the Administrator, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation within the standards established by the Federal Aviation Agency Technical Standard Order N18; and the Sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.

13. It is understood and agreed by and between the parties hereto that the terms "Administrator of Civil Aeronautics", "Administrator", "Civil Aeronautics Administration", "Department of Commerce", "CAA" or "Section 303 of the Civil Aeronautics Act of 1938" wherever they appear in this Agreement, in the Project Application, plans and specifications or in any other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Agency or the Administrator thereof or Section 303(a) of the Federal Aviation Act of 1958, as the case may be.



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 said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY, Washington, D.C.

By Charles J. Whizer
(TITLE)
Director, Airports Division

Part II-Acceptance

The County of Santa Clara does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this JUN 25 1962 day of JUN 25 1962, 1962.

(Name of Sponsor)

BY Howard M. ...
Title Chairman of the Board of Supervisors

(SEAL)

Attests: [Signature]
Title: Clerk of the Board

CERTIFICATE OF SPONSOR'S ATTORNEY

I, [Signature], acting as Attorney for County of Santa Clara, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof 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 Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at [Signature] this 25 day of June, 1962.

[Signature]
Title Attorney

SCHEDULE A

Project No. 9-04-128-B201

Airport: Raid-Hillview

There are set forth below the lands and estates or interests therein and rights the Sponsor is obligated to furnish the Federal Government pursuant to and in accordance with the provisions of Paragraph 8 of the Grant Agreement to which this Schedule is attached:

A. Air Traffic Control Tower:

Fee simple title, or such lesser estate or interest as is acceptable to FAA, to 32,400 sq. ft. of land, the approximate geographic center of which is identical with the geometric center point of the following described property:

From a granite monument located at the intersection of Tully Road and Swift Avenue, proceed N 50°0'45" E 1593.64 ft. to a point opposite a corner of the existing airport property, thence N 40°9'44" W 1431.14 ft. to the corner common to lots 34, 35, 64 and 65 in the Fillmore Tract, thence S 49°50'35" W 40 ft. to the point of beginning for this description; thence S 49°50'35" W 180 ft. to the proposed airport property line, thence N 40°9'44" W 180 ft., thence N 49°50'33" E 180 ft., thence S 40°9'44" E 180 ft. to the point of beginning, being a square plot of land containing 32,400 sq. ft.; together with the right of ready access thereto for construction, occupancy, and use of an air traffic control tower; and together with the right to connect to existing utilities and to utilize the utility services involved to the extent of available capacity at not more than the prevailing rates.