

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer September 4, 1963

Reid-Hillview

Airport

Project No. 9-04-128-D4C2

Contract No. FA-WE-2986

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 March 12, 1963, 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 4); relocate Cunningham Avenue

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, 53.89 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 \$ 384,879.00.
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within **sixty** 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.
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 and specifically covenants and agrees in accordance with its Assurance 4 in Part III of said Project Application that in its operation and the operation of all facilities thereof neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
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 November 4, 1963 or such subsequent date as may be prescribed in writing by the FAA.
8. It is recognized by the parties hereto that on February 11, 1963, Part 550 of the Regulations of the Federal Aviation Agency (14 CFR 550) was deleted and superseded by Part 151 of the Federal Aviation Regulations (27 FR 12348). Therefore, it is understood and agreed that Paragraphs 2(b), 3 and 4 of this Grant Agreement are hereby deleted and the following Paragraphs 2(b), 3 and 4 are substituted in their place and stead:

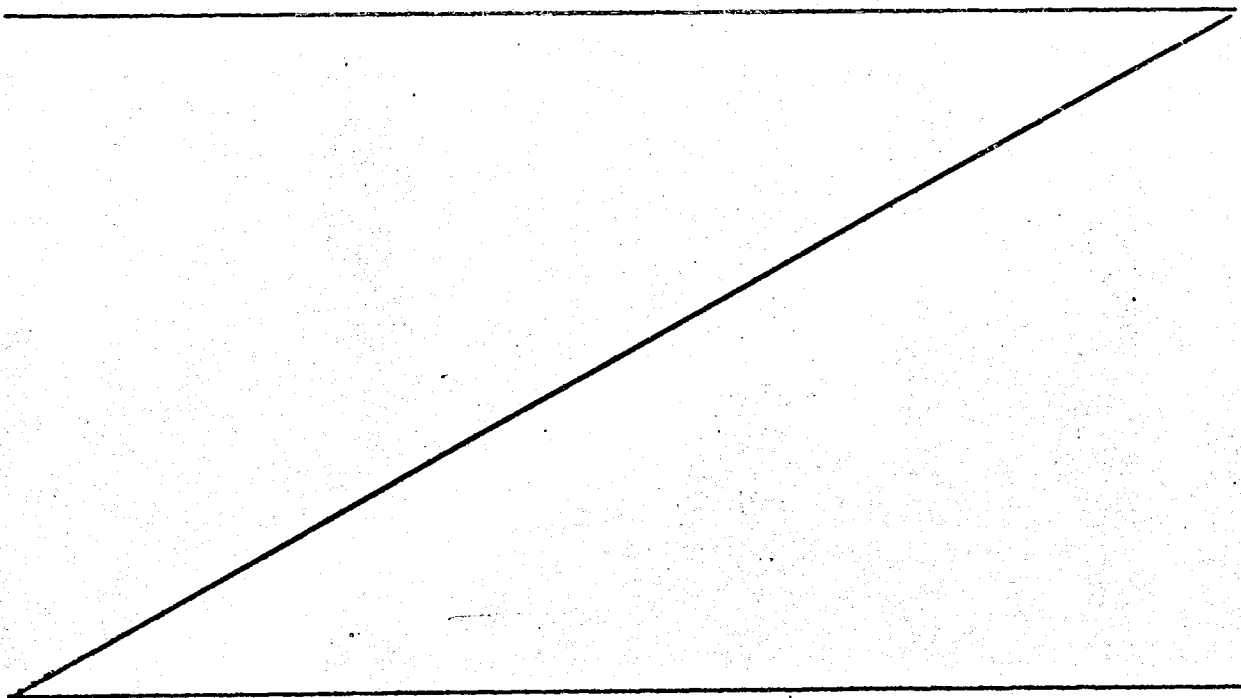
"2(b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, as amended, and Sections 151.45, 151.47, 151.49, 151.51, 151.53 and 151.55, of the Federal Aviation Regulations (27 FR 12348) in effect as of the date of acceptance of this Offer; which Regulations are hereafter referred to as the 'Regulations';"

"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 151.41(b) 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 151.57, 151.59, 151.61 and 151.63 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 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 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."

9. It is understood and agreed that the following is substituted for the provisions of Paragraph 3, Part III-Sponsor's Assurances of the said Project Application: The Sponsor will not grant or permit any exclusive right for the use of the airport forbidden by Section 302 of the Federal Aviation Act of 1958 and will otherwise comply with all applicable laws, and with the policies of the Federal Aviation Agency with respect to the conduct of aeronautical activities on the airport as set forth in the statement of policy published in the Federal Register of July 25, 1962, (27 FR 7054). In furtherance of this covenant (but without limiting its general applicability and effect) the Sponsor specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation, the exclusive right for the conduct of any aeronautical activity on the airport, including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity: Provided, that, the Sponsor may grant such exclusive right that is permitted under any surplus property instrument of transfer pursuant to which surplus property was conveyed to the Sponsor by the United States pursuant to the Surplus Property Act of 1944, (61 Stat. 673), as amended.
10. It is understood and agreed that each contract awarded for construction work under this project is subject to the provisions of the Work Hours Act of 1962, P. L. 87-581. It is further understood and agreed that each such contract will contain stipulations requiring the contractor or subcontractor to pay wages to all laborers and mechanics employed on the work in conformance with the provisions of the Act and that the Sponsor may withhold or cause to be withheld from the contractor or subcontractor so much of the accrued payments as may be considered necessary to pay laborers and mechanics employed by any such contractor or subcontractor on the work the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided by the Act. It is also understood and agreed that, in the event of failure of any contractor or subcontractor to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the FAA may, after written notice to the Sponsor, withhold from the Sponsor so much of the accrued payments or advances representing unpaid wages and liquidated damages.

11. The areas of land or water, or estate therein or rights in buildings required by the Federal Government for the activities set forth in Paragraph 9 of Part III of the Project Application shall be as set forth in Schedule "A" attached to the Grant Agreement for Project No. 9-04-128-D201, which said schedule is incorporated herein and made a part hereof by reference.
12. 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 1, 2 and 4 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 FAA in and to said Parcels 1, 2 and 4 (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
13. It is hereby understood and agreed by and between the parties hereto that the participation by the United States in the cost of relocating Cunningham Avenue shall be based on the cost of providing a comparable road.
14. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make final payment hereunder until the Sponsor has furnished evidence satisfactory to the FAA that that portion of Cunningham Avenue which abuts Parcels 1 and 2, as delineated on the property map attached hereto as Exhibit "A", has been legally vacated and closed.



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

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

Part II-Acceptance

The County of Santa Clara, California 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 OCT 7 1963, 19.....

THE COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

By R. A. McHenry
Title Chairman of the Board of Supervisors

(SEAL)

Attest: Jean Pullan
Title: Clerk of the Board of Supervisors

CERTIFICATE OF SPONSOR'S ATTORNEY

I, John R. Kennedy....., acting as Attorney for the 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 San Jose, California, this ..7th.. day ofOctober....., 19.63.

/s/ John R. Kennedy
Title Assistant County Counsel

The foregoing instrument is a correct copy of the original
ATTEST: JEAN PULLAN
Clerk Board of Supervisors

By _____
Dated: OCT 7 1963

*L+B Financing
Airport Reid Hillview
FAA Grant*

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer **September 4, 1963**

Reid-Hillview

Airport

Project No. **9-06-128-D402**

Contract No. **FA-42-2986**

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 **March 12, 1963**, 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 4); relocate Cunningham Avenue

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, **53.89 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 \$ **384,878.00.** 396,010.19
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within **sixty** 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.
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 and specifically covenants and agrees in accordance with its Assurance 4 in Part III of said Project Application that in its operation and the operation of all facilities thereof neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
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 **November 4, 1963** or such subsequent date as may be prescribed in writing by the FAA.
8. It is recognized by the parties hereto that on February 11, 1963, Part 550 of the Regulations of the Federal Aviation Agency (14 CFR 550) was deleted and superseded by Part 151 of the Federal Aviation Regulations (27 FR 12348). Therefore, it is understood and agreed that Paragraphs 2(b), 3 and 4 of this Grant Agreement are hereby deleted and the following Paragraphs 2(b), 3 and 4 are substituted in their place and stead:

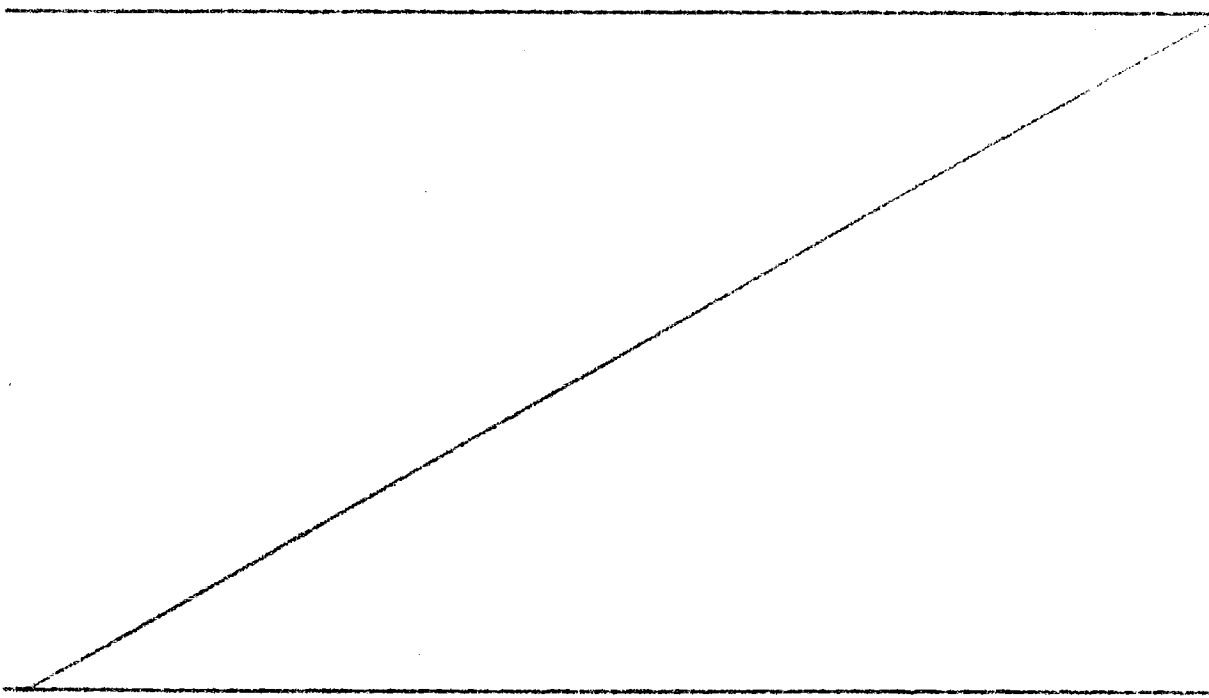
"2(b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, as amended, and Sections 151.45, 151.47, 151.49, 151.51, 151.53 and 151.55, of the Federal Aviation Regulations (27 FR 12348) in effect as of the date of acceptance of this Offer; which Regulations are hereafter referred to as the 'Regulations';"

"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 151.41(b) 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 151.57, 151.59, 151.61 and 151.63 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 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 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."

9. It is understood and agreed that the following is substituted for the provisions of Paragraph 3, Part III-Sponsor's Assurances of the said Project Application: The Sponsor will not grant or permit any exclusive right for the use of the airport forbidden by Section 308 of the Federal Aviation Act of 1958 and will otherwise comply with all applicable laws, and with the policies of the Federal Aviation Agency with respect to the conduct of aeronautical activities on the airport as set forth in the statement of policy published in the Federal Register of July 25, 1962, (27 FR 7054). In furtherance of this covenant (but without limiting its general applicability and effect) the Sponsor specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation, the exclusive right for the conduct of any aeronautical activity on the airport, including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity: Provided, that, the Sponsor may grant such exclusive right that is permitted under any surplus property instrument of transfer pursuant to which surplus property was conveyed to the Sponsor by the United States pursuant to the Surplus Property Act of 1944, (61 Stat. 678), as amended.

10. It is understood and agreed that each contract awarded for construction work under this project is subject to the provisions of the Work Hours Act of 1962, P. L. 87-581. It is further understood and agreed that each such contract will contain stipulations requiring the contractor or subcontractor to pay wages to all laborers and mechanics employed on the work in conformance with the provisions of the Act and that the Sponsor may withhold or cause to be withheld from the contractor or subcontractor so much of the accrued payments as may be considered necessary to pay laborers and mechanics employed by any such contractor or subcontractor on the work the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided by the Act. It is also understood and agreed that, in the event of failure of any contractor or subcontractor to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the FAA may, after written notice to the Sponsor, withhold from the Sponsor so much of the accrued payments or advances representing unpaid wages and liquidated damages.

11. The areas of land or water, or estate therein or rights in buildings required by the Federal Government for the activities set forth in Paragraph 9 of Part III of the Project Application shall be as set forth in Schedule "A" attached to the Grant Agreement for Project No. 9-04-128-D201, which said schedule is incorporated herein and made a part hereof by reference.
 12. 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 1, 2 and 4 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 FAA in and to said Parcels 1, 2 and 4 (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
 13. It is hereby understood and agreed by and between the parties hereto that the participation by the United States in the cost of relocating Cunningham Avenue shall be based on the cost of providing a comparable road.
 14. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make final payment hereunder until the Sponsor has furnished evidence satisfactory to the FAA that that portion of Cunningham Avenue which abuts Parcels 1 and 2, as delineated on the property map attached hereto as Exhibit "A", has been legally vacated and closed.
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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 herein-after 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

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

Part II-Acceptance

The **County of Santa Clara, California** 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 7th day of October, 19 63

THE COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

By Ramchikhan
Title Chairman of the Board of Supervisors

(SEAL)

Attest: Jean Pullan
Title: Clerk of the Board of Supervisors

CERTIFICATE OF SPONSOR'S ATTORNEY

I, John R. Kennedy, acting as Attorney for **the 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 San Jose, California this 7th day of October, 19 63.

John R. Kennedy
Title Assistant County Counsel

L. B. Swasey
7-69-128-D402

#12

October 10, 1967

Mr. C. G. Hand, Chief
Airports Branch
Federal Aviation Administration
831 Mitten Road
Burlingame, California

Subject: Agreement with Federal Aviation Administration
For Amendment No. 1 to Grant Agreement
For Project #9-04-128-D402
Reid Hillview Airport
Contract No. FA-WE-2986

Dear Mr. Hand:

Enclosed you will find (3) fully executed copies of an agreement between the County of Santa Clara and the party (ies) named above. The Board of Supervisors at its regularly scheduled meeting on October 2, 1967 approved this agreement on behalf of the County.

The enclosed copies are for your records.

Very truly yours,

JEAN PULLAN, Clerk
of the Board of Supervisors

By _____
Deputy Clerk

JP: jc

Encl.

Three certified copies of resolution authorizing execution of above amendment are also enclosed.
No. 4

AMENDMENT NUMBER 1 TO GRANT AGREEMENT FOR PROJECT NO. 9-04-128-D402

Reid-Hillview Airport
County of Santa Clara, Calif.
Contract No. FA-WE-2986

WHEREAS, THE Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the County of Santa Clara, California, (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 7th day of October 1963, be amended as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the maximum amount of the obligation of the United States as set forth in paragraph 1 of the terms and conditions of the Grant Agreement between the United States and the Sponsor, accepted by said Sponsor on the 7th day of October 1963, relating to Reid-Hillview Airport, Project No. 9-04-128-D402, is hereby increased from \$384,878.00 to \$398,010.18.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the _____ day of _____, 1967.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION, Western Region

By *Donald G. Pearson*
ACTING Area Manager

(SEAL)

THE COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

Attest: *Shirley M. Rainey*

By: *J. J. Pella*

Title: Deputy

SANTA CLARA MARSH
Title: Chairman of the Board of Supervisors

P.U. (3)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
SAN FRANCISCO AREA OFFICE
831 MITTEN ROAD
BURLINGAME, CALIFORNIA 94010

*City of San Francisco
Airports Dept
FAA Office*

#12
10/2/67

October 11, 1967
IN REPLY
REFER TO: SFO-600

Mr. Howard W. Campen, County Executive
County of Santa Clara
Department of Public Works
20 West Hedding Street
San Jose, California 95110

Dear Mr. Campen:

This will acknowledge receipt of the executed Amendment No. 1 to
Grant Agreement for Reid-Hillview Airport, San Jose, California,
Federal Aid Airport Project No. 9-04-128-D402.

FAW E - 296

Sincerely yours,

Original signed by Ned E. Nelson

C. G. Hand
Chief, Airports Branch

cc:
Jean Pullan, Clerk of Board of Supervisors

RECEIVED
OCT 13 11 45 AM '67
COMMUNICATIONS SECTION
FEDERAL AVIATION ADMINISTRATION
SAN FRANCISCO AREA OFFICE

AMENDMENT NUMBER 1 TO GRANT AGREEMENT FOR PROJECT NO. 9-04-128-D402

Reid-Hillview Airport
County of Santa Clara, Calif.
Contract No. FA-WE-2986

WHEREAS, THE Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the County of Santa Clara, California, (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 7th day of October 1963, be amended as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the maximum amount of the obligation of the United States as set forth in paragraph 1 of the terms and conditions of the Grant Agreement between the United States and the Sponsor, accepted by said Sponsor on the 7th day of October 1963, relating to Reid-Hillview Airport, Project No. 9-04-128-D402, is hereby increased from \$384,878.00 to \$398,010.18.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the _____ day of _____, 1967.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION, Western Region

By Donald E. Pearson
ACTING Area Manager

(SEAL)

THE COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

Attest: Shirley M. Rainey

By: Sally Della Macis
SALLY DELLA MACIS

Title: _____

Title: Chairman of the Board of Supervisors

P.W. (3)



FEDERAL AVIATION AGENCY
WESTERN REGION
P.O. Box 90007, Airport Station
Los Angeles 9, California

*L & B Airports
Reid Hillview
Gen*

AUG 18 1963

*Extra item
Aug 19, 1963*

IN REPLY
REFER TO: _____

(Oral report by Co. Executive)

AIRMAIL

Mr. Howard W. Campen
County Executive
County of Santa Clara
70 West Rosa Street
San Jose, California

Dear Mr. Campen:

In response to your request to participate in the Fiscal Year 1964 Federal-aid Airport Program, the Administrator has allocated \$402,500.00 under the terms of the Federal Airport Act for a project at the Reid-Hillview Airport to perform the following airport development:

Construct runway (3100' x 75') including lighting and parallel taxiway system (40' x 4800')	\$151,431.00
Construct aircraft parking apron (400,000 sq. ft.)	107,780.00
Acquire land - airport development (13 acres)	77,840.00
Install perimeter fence (approximately 12,000 L. F.)	19,400.00
Acquire land - airport development (6.9 acres) - Parcel 2	37,184.00
Construct airport entrance road (700' x 24')	<u>8,865.00</u>
Total	\$402,500.00

This airport development is considered desirable and necessary to improve the Reid-Hillview Airport so that it becomes a more effective part of the national system of public airports. This allocation of funds is specific and firm insofar as the United States is concerned

8/16/63

(Signature)

as long as you proceed with due diligence and meet the requirements for project approval by the date specified herein. These funds are to be used only for the development specified above and may not be allocated toward other development without the approval of the Federal Aviation Agency.

Under the terms of the Federal Airport Act, a Grant Offer can be made only if the Project Application and other related documents have been submitted to and approved by this Agency. Therefore, this allocation of funds is subject to the Project Application meeting the requirements of the Act and the Regulations of the Administrator promulgated thereunder.

This allocation, or any remaining portion thereof, will be automatically withdrawn in the event a Project Application and other related documents are not submitted on or before March 15, 1964. This date is established in order that a Grant Agreement may be executed no later than June 30, 1964.

There are a number of specific requirements necessary in the processing of a Project Application. For further information regarding these requirements, please contact the District Airport Engineer, Federal Aviation Agency, P. O. Box 8307, Airport Station, San Francisco 28, California.

Sincerely yours,


Charles J. Winger
Chief, Airports Division

8/20/63

cc: Board of Supervisors
Otis Calhoun

*L & B Financial
Airports Reid Hillview*

Date: October 8, 1963

MEMORANDUM *FAA Grant*
County of Santa Clara

To: County Executive

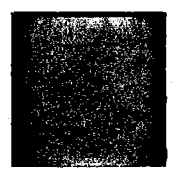
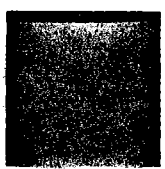
Dept: Clerk of the Board

From: Mrs. Jean Pullan

SUBJECT: Reid-Hillview Airport, Federal-Aid Project

FORM PD 14

In accordance with your request, we are returning herewith all fully executed papers for transmittal to the FAA.



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FEDERAL AVIATION AGENCY
WESTERN REGION
DISTRICT AIRPORT ENGINEER
P. O. Box 8307
San Francisco, California 94128

September 10, 1963

Mr. Howard W. Campen
County Executive
County of Santa Clara
70 West Rosa Street
San Jose 10, California

Dear Mr. Campen:

The Reid-Hillview Airport, Federal-Aid Project No. 9-04-128-D402 has been approved. Enclosed are the original and three copies of the Grant Offer, dated September 4, 1963, under which the United States proposes to commit itself to participate in the allowable costs of the project not to exceed \$384,878.00. Your attention is directed to the special provisions on Pages 3, 3a, and 3b which are self-explanatory.

You are advised that the Grant Offer Form FAA-1632 has been revised to incorporate a new paragraph 5 relative to discrimination.

The Grant Offer should be accepted by a duly authorized representative of Santa Clara County on or before November 4, 1963. The resolution authorizing its acceptance should either include the Grant Offer verbatim, or, the Grant Offer should be included by reference and a true copy of the Grant Offer attached to the Resolution. It is important that the date of acceptance of the Grant Offer be the same date or a date subsequent to the date of the enabling Resolution. Also, the certificate at the bottom of Page 4 should be signed by the County Attorney as of the date of Grant Offer acceptance, or a date subsequent.

It will be appreciated if you will return the original and two executed copies of the Grant Agreement to this office, together with four certified copies of the enabling Resolution.

You are advised that on acceptance of this Grant Offer the following allocated items under the 1964 Fiscal Year Federal Aid Airport Program remain unobligated:

<u>Item</u>	<u>Amount</u>
Construct runway (3100' x 75') including lighting and parallel taxiway system (40' x 4800')	\$151,431.00
Construct aircraft parking apron (400,000 sq. ft.)	107,780.00

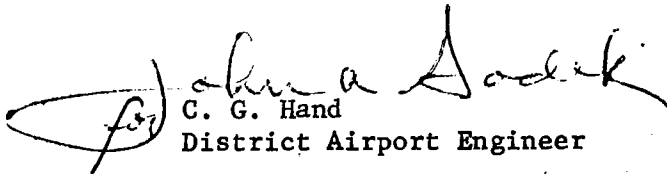
OCT 7 1963

Date _____
APPROVED *[Signature]*
RE: CE CC PC DPW FLD
NO: _____ ABSTAINS: _____

Acquire land - airport development (13 acres)	77,840.00
Install perimeter fence (approx. 12,000 L. F.)	19,400.00
Acquire land - airport development (6.9 acres) Parcel 2	37,184.00
Construct airport entrance road (700' x 24')	<u>8,865.00</u>
Total	\$402,500.00

The tentative allocation for the above items expires March 15, 1964. It is requested the County commence the preparation of the Project Application and plans and specifications for these items in order that a Grant Agreement may be entered into at the earliest possible date.

Sincerely,


C. G. Hand
District Airport Engineer

Enclosures
Grant Offer - 4

cc: Mr. Otis Calhoun, Assistant Director
Department of Public Works
San Jose, California

#35

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ACCEPTING THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION AGENCY IN THE MAXIMUM AMOUNT OF \$384,878 TO BE USED UNDER PROJECT NO. 9-04-128-D402 IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT

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 \$384,878 for the purpose of obtaining Federal Aid under Project No. 9-04-128-D402 in the development of Reid-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 (entitled 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 OCT 7 1963, 1963, by the following vote:

- AYES: Supervisors, Levin Della Maggiore Spangler Mehrkens Sanchez
- NOES: Supervisors, None
- ABSENT: Supervisors, None

[Signature]
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors

[Signature]

WMS:sa
9/24/63

cc: Co. Council
Pub. Works
Co. Office

[Signature]
adopted
10-7-63

C E R T I F I C A T E

I, JEAN PULLAN, Clerk of the Board of Supervisors of the County of Santa Clara, State of California, do hereby certify that the foregoing is a full, true, and correct copy of the resolution adopted at a regular meeting of the Board of Supervisors of the County of Santa Clara held on the _____ day of OCT 7 1963, 1963, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the County of Santa Clara this _____ day of OCT 7 1963, 1963.


Clerk of the Board of Supervisors

(seal)