

4/23/62

PROJECT APPLICATION

(For Federal Aid for Development of Public Airports)

Part I—PROJECT INFORMATION

County of Santa Clara, California

The County of Santa Clara, California (herein called the "Sponsor") hereby makes application to the Administrator of Civil Aeronautics (herein called the "Administrator") for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the San Jose Municipal Airport (herein called the "Airport") located at latitude 37° - 19' - 58" longitude 121° 49' - 07", in the County of Santa Clara of the State of California.

It is proposed that the Project consist of the following-described airport development:

- (1) Reimbursement for acquisition of Parcel 1.
- (2) Acquisition of Parcel 2.
- (3) Acquisition of Easement over Parcel 3.

All as indicated on attached property map - Exhibit "A".

1	2	3	4
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97	98	99	100

all as more particularly described in the property map attached hereto as Exhibit "A" and the plans and specifications separately submitted to the Administrator on none which are made a part hereof.

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT:

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST		ESTIMATED FEDERAL SHARE OF COST	
		AMOUNT	PERCENT	AMOUNT	PERCENT
1. LAND COSTS	731,342	336,564	46.02	394,778	53.98
2. CONSTRUCTION COSTS					
3. ENGINEERING AND SUPERVISION COSTS					
4. ADMINISTRATIVE COSTS					
5. Total of 2, 3, and 4 above	731,342	336,564	46.02	394,778	53.98
6. CONTINGENCIES					
7. TOTAL ALL ESTIMATED PROJECT COSTS (Items 1, 5, and 6)	731,342	336,564		394,778	

Part II—REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. Legal Authority.—The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. Funds.—The Sponsor now has on deposit, or is in a position to secure, \$350,000 for use in defraying the costs of the Project. The present status of these funds is as follows:

A total of 601,994 has already been paid out for the purchase of Parcel One (1).

NOTICE OF PUBLIC HEARING
(For the purpose of development of Public Works)
NOTICE OF PUBLIC HEARING

The Sponsor will deposit all Project funds in County Treasury, which is qualified by law to act as a depository of public funds. The Sponsor hereby designates County Controller to receive payments representing the United States' share of the Project costs.

3. Land.—The Sponsor holds the following property interests in the following areas of land which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas¹ are identified on the property map which is attached hereto as Exhibit "A":

Parcel 1 - See County Counsel's Title Report dated February 27, 1962, attached hereto.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

4. Approvals of Other Agencies.—The Project has been approved by all non-Federal agencies whose approval is required, namely:

None Required

5. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

6. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which (a) are known or by due diligence might be known; (b) in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise; and (c) have not been brought to the attention of an authorized representative of the Administrator.

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

Part III—SPONSOR'S ASSURANCES

In order to furnish the Administrator the Sponsor's assurances required by the Act and the Regulations, the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the Administrator, and shall constitute a part of the Grant Agreement thus formed. These covenants 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 (20) years from the date of said acceptance of an offer of Federal aid for the Project.
2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds, and classes: *Provided*, That the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: *And Provided Further*, That the Sponsor may prohibit any given type, kind, or class of aeronautical use of the Airport if such action will best serve the aeronautical needs of the area served by the Airport.
3. The Sponsor will not exercise, grant, or permit any exclusive right for the use of the Airport forbidden by Section 303 of the Civil Aeronautics Act of 1938, as amended. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will not either directly or indirectly exercise, or grant to any person, firm, or corporation, or permit any person, firm, or corporation to exercise any exclusive right for the use of the airport for commercial flight operations, including air carrier transportation, rental of aircraft, conduct of charter flights, operation of flight schools, or the carrying on of any other service or operation requiring the use of aircraft.
4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:
 - a. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:
 - (1) to furnish good, prompt, and efficient service² adequate to meet all the demands for its service² at the Airport;
 - (2) to furnish said service² on a fair, equal, and nondiscriminatory basis to all users thereof, and
 - (3) to charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service:² *Provided*, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

² Note: As used in these subsections the word "service" shall include furnishing of parts, materials, and supplies (including sale thereof) as well as furnishing of service.

b. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform;

c. That if the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature.

6. The Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for aeronautical purposes: *Provided*, That nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere substantially with such operation and maintenance. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.

7. Insofar as is within its powers and reasonably possible, the Sponsor will prevent the use of any land either within or outside the boundaries of the Airport in any manner (including the construction, erection, alteration, or growth of any structure or other object thereon) which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. This objective will be accomplished either by the adoption and enforcement of a zoning ordinance and regulations or by the acquisition of easements or other interests in lands or air space, or by both such methods. With respect to land outside the boundaries of the Airport, the Sponsor will also remove or cause to be removed any growth, structure, or other object thereon which would be a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or if such removal is not feasible, will mark or light such growth, structure, or other object as an airport obstruction or cause it to be so marked or lighted. The airport approach standards to be followed in performing the covenants contained in this paragraph shall be those established by the Administrator in Office of Airports Drawing No. 672, dated September 1, 1946, unless otherwise authorized by the Administrator.

8. All facilities of the Airport developed with Federal aid, and all those usable for the landing and taking-off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. The amount of use to be considered "substantial," and the charges to be made therefor, shall be determined by the Sponsor and the using agency.

9. Whenever so requested by the Administrator, the Sponsor will furnish to any civil agency of the United States, without charge (except for light, heat, janitor service, and similar facilities and services at the reasonable cost thereof), such space in airport buildings as may be determined by the Administrator to be reasonably adequate for use in connection with any airport air traffic control activities, weather-reporting activities, and communications activities related to airport air traffic control, which are necessary to the safe and efficient operation of the Airport and which such agency may deem it necessary

to establish and maintain at the Airport for such purposes: *Provided, however, That* the amounts of space the Sponsor may be required to furnish for such purposes, and on such conditions, shall not be in excess of the maximum amounts prescribed in the Grant Agreement relating to the Project. Such space or any portion thereof will be made available as provided herein within 6 months after receipt of written request from the Administrator. Additional building space for such purposes may be furnished to any civil agency of the United States upon such terms as may be agreed upon between such civil agency and the Sponsor.

10. After completion of the Project, and during the term of these covenants, the Sponsor will maintain a current system of Airport accounts and records, using a system of its own choice, sufficient to provide annual statements of income and expense. It will furnish the Administrator with such annual or special Airport financial and operational reports as he may reasonably request. Such reports may be submitted to the Administrator on forms furnished by him, or may be submitted in such other manner as the Sponsor elects, provided the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be available for inspection by any duly authorized representative of the Administrator upon reasonable request. The Sponsor will furnish to the Administrator, upon request, a true copy of any such document.

11. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the Act and the Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

12. The Sponsor will maintain a master plan layout of the Airport having the current approval of the Administrator. Such layout shall show building areas, approach areas, and landing areas, indicating present and future proposed development. The Sponsor will conform to such master plan layout in making any future improvements or changes at the Airport which, if made contrary to the master plan layout might adversely affect the safety, utility, or efficiency of the Airport.

13. (a) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interests in the following areas of land ¹ on which such construction work is to be performed, all of which areas are identified on the property map which is attached hereto and identified as Exhibit "A":

None

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

(b) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interests in the following areas of land¹ which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the property map which is attached hereto and identified as Exhibit "A":

- (1) Fee title to Parcel 2
- (2) Air easement over Parcel 3 for 500' clear zone.

14. If at any time it is determined by the Administrator that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in paragraph 8 of Part II and paragraph 13(a) and 13(b) of this Part, the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify said right or claim of right in a manner acceptable to the Administrator.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

COMMISSION OF ENVIRONMENTAL QUALITY
STATE OF CALIFORNIA
DIVISION OF ENVIRONMENTAL QUALITY
1500 STREET 45
SACRAMENTO, CALIFORNIA 95833

COMMISSION OF ENVIRONMENTAL QUALITY

STATE OF CALIFORNIA
DIVISION OF ENVIRONMENTAL QUALITY

1. State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

Part IV—PROJECT AGREEMENT

If the Project or any portion thereof is approved by the Administrator, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the Administrator, and the Grant Agreement with respect to the Project.

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly executed in its name, this 23rd day of April, 19 62

County of Santa Clara
(Name of Sponsor)

By Howard W. Campen
Howard W. Campen

County Executive
(Title)

OPINION OF SPONSOR'S ATTORNEY

I HEREBY CERTIFY that all statements of law made in this Project Application and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

Agustin W. Williams
Agustin W. Williams

County Counsel
(Title)
April 23, 1962
(Date)

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