

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer October 14, 1964

Palo Alto Airport of Santa Clara County Airport

Project No. 9-64-052-0501

Contract No. FA6502-0119

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 November 4, 1963, for a grant of Federal funds for a project for development of the Palo Alto Airport of Santa Clara County 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:

Overlay, mark and light (RML) runway (65' x 2500') including shoulder preparation and drainage; construct apron (approximately 205,000 sq. ft.); install airport fence and tower, runway guidance signs, lighted wind cone, and vane

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

BY 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, 53.96 per centum of said allowable project costs.

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 \$ 64,461.00.
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 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) 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 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 Sections 151.57-151.63 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.

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 December 14, 1964 or such subsequent date as may be prescribed in writing by the FAA.
8. Pursuant to Paragraph 9, Part III of the Project Application dated November 4, 1960, the Sponsor hereby covenants and agrees to furnish the Federal Government without cost, within four months after written request therefor, such estates or interests in such lands or rights in buildings as are deemed necessary by FAA for the construction and operation on the airport of the structures or facilities set forth below, provided the respective areas of land and/or buildings deemed adequate by FAA for such purposes are available without the necessity for removing or relocating other facilities and are within the geographic boundaries of the airport at the time request therefor is made by the FAA; together with rights of ready access in and to such areas or buildings for construction, occupancy and use and the right to connect to existing utilities and to be furnished the utility services required to the extent of available capacity at no more than prevailing rates. The facilities or structures involved and the maximum area of land, or rights in buildings, the Sponsor is obligated to furnish is as follows: air traffic control tower - approximately two acres. 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 at the Palo Alto Airport of Santa Clara County.
9. By its acceptance hereof, the Sponsor hereby covenants that to the extent it has or may have either present or future control over such 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 FAA, 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 135; 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.

10. By its acceptance of this Grant Offer, the Sponsor covenants and agrees that insofar as is within its power and to the extent reasonable, it will take such action as may be necessary to restrict the use of land, adjacent to or in the immediate vicinity of the airport, to activities and purposes compatible with normal airport operations including landing and take-off of aircraft.
 11. The Sponsor covenants and agrees that such financial records of the project established, maintained, and made available to personnel of the FAA, in conformity with Section 151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151), will also be made available to representatives of the Comptroller General of the United States.
 12. In the event the Sponsor does not exercise its option to renew its lease on Parcels B, E and G for an additional 15 year term by undertaking the stage 2 development of this airport, as provided in the lease dated March 26, 1964, between the Sponsor and the City of Palo Alto, California, the Sponsor covenants and agrees to acquire a property interest satisfactory to the FAA in and to that portion of Parcel B required to provide a complete clear zone at the southeasterly end of the existing runway, 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.
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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 *[Signature]*
(TITLE)
Acting Chief, Airports Division

Part II-Acceptance

The *[Signature]* 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 *27th* day of *Oct*, 19 *64*.

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

By *[Signature]*
Title Chairman of the Board of Supervisors

(SEAL)

Attest: *[Signature]*
Title Clerk of the Board of Supervisors

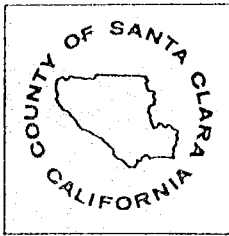
CERTIFICATE OF SPONSOR'S ATTORNEY

I, Spencer M. Williams, 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, Calif., this 26th day of October, 1964.

[Signature]
Title County Counsel



OFFICE OF THE BOARD OF SUPERVISORS
COUNTY ADMINISTRATION BUILDING 70 WEST HEDDING STREET
ROOM 524 SAN JOSE, CALIFORNIA 95110 299-2323

October 27, 1964

Mr. C. G. Hand
District Airport Engineer
Federal Aviation Agency
P. O. Box 8307
San Francisco, California 94128

Subject: Palo Alto Airport - Federal Aid Project No.
9-04-052-D501
Your File No.: 606:FAAP 01

Dear Mr. Hand:

In accordance with your letter of October 16, 1964, enclosed please find the following documents:

- (1) Two certified copies of Agreement between the County of Santa Clara and Pellegrini Paving Company, Inc. for Construction of Runway and Apron Paving, and Installation of Runway Lighting at the Palo Alto Airport,
- (2) Three certified copies of a Resolution adopted by the Board of Supervisors authorizing execution of the Federal Aviation Agency Grant Agreement for the Palo Alto Airport,
- (3) The original and two fully executed copies of Federal Aviation Agency Grant Agreement for the Palo Alto Airport.

Very truly yours,

BOARD OF SUPERVISORS

JP:kb
Enc.

CC: Public Works

SIG SANCHEZ, 1ST DISTRICT
SAM P. DELLA MAGGIORE, 2ND DISTRICT
ED. R. LEVIN, 3RD DISTRICT

Mrs. Jean Pullan
Clerk of the Board

RALPH H. MEHRKENS, 4TH DISTRICT
MARTIN J. SPANGLER, 5TH DISTRICT (CHAIRMAN)
JEAN PULLAN, CLERK OF THE BOARD