

The Effect of Leaded Aviation Gasoline on Blood Lead in Children

Sammy Zahran, Terrence Iverson, Shawn P. McElmurry, Stephan Weiler

Abstract: Lead is a neurotoxin with developmentally harmful effects in children. In the United States, over half the current flow of lead into the atmosphere is attributable to lead-formulated aviation gasoline (avgas), used in a large fraction of piston-engine aircraft. Various public interest firms have petitioned the EPA to find endangerment from and regulate lead emitted by piston-engine aircraft, though the EPA has so far ruled against such petitions. To address an EPA request for more evidence, we construct a novel data set that links time and spatially referenced blood lead data from over a million children to 448 nearby airports in Michigan. Across a series of tests, and adjusting for other known sources of lead exposure, we find that child blood lead levels (1) increase dose-responsively in proximity to airports, (2) decline measurably among children sampled in the months after 9/11, (3) increase dose-responsively in the flow of piston-engine aircraft traffic, (4) increase in the percentage of prevailing wind days drifting in the direction of a child's residential location, and (5) behave intuitively and significantly when considering two-way and three-way interactions of our main treatment variables. To quantify the policy relevance of the results we provide a conservative estimate of the social damages attributable to avgas consumption. Damages are at least \$10 per gallon, which can be compared to a pump price of about \$6 per gallon.

JEL Codes: I120, I180, J130, Q510, Q530

Keywords: Aviation gasoline, Blood lead levels, Child health, Lead exposure

CHILDREN EXPOSED TO LEAD have diminished life chances. Studies link lead exposure to adverse mental and behavioral outcomes, such as IQ loss, poor academic achievement, attention-deficit disorders, delinquency, and violence and to irreversible physical

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Received April 7, 2015; Accepted September 29, 2016; Published online April 11, 2017.

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health problems such as hypertensive disorders, damage to renal and cardiovascular systems, and tooth decay.¹ While lead has been banned in the United States from the largest original sources—paint, plumbing, food cans, and automobile gasoline—deposition associated with lead-formulated aviation gasoline (avgas) from piston engine aircraft (PEA) remains an important source of new emissions. The flow of lead from PEA constitutes between half and two-thirds of remaining lead emissions in the United States (EPA 2008). Advocacy groups have petitioned the Environmental Protection Agency (EPA) to find endangerment from these emissions, but the agency has so far declined, holding that additional studies are needed “to differentiate aircraft lead emissions from other sources of ambient air lead” (EPA 2010a, 2).

While some studies have linked avgas use to elevated atmospheric lead levels in the vicinity of airports (Piazza 1999; Tetra Tech 2007; Callahan 2010; EPA 2010b; Carr et al. 2011), to date only one study has linked airport proximity to blood lead levels (BLL) in children. Miranda et al. (2011) find a significant correlation between child BLL and proximity to airport facilities in six counties in North Carolina. While this spatial correlation is highly suggestive, to more conclusively link lead in avgas to child BLL, we need to disentangle the flow of lead due to aviation-related sources from other exposure pathways that potentially increase in airport proximity.

A common exposure pathway for children in the United States is dust associated with deteriorating or haphazardly removed lead-based paint. Exposure to lead-based paint is primarily a problem in old houses, particularly in homes built before 1950. In our study area, the percentage of homes built prior to 1950 is almost twice as high in neighborhoods proximate to an airport compared to those more distant.² Moreover, due to zoning restrictions, lead-emitting industrial facilities are more common in the vicinity of airports. Of the 400+ census tracts within 2 kilometers of an airport in Michigan, 41% also have a lead-emitting facility within 2 kilometers. Failure to account for the spatial coincidence of older homes and point-source polluters could inflate estimated health risks from avgas exposure. We address this spatial coincidence problem by including neighborhood measures of *housing stock age* and *location of industrial point sources*, among other relevant controls.

In addition to accounting for alternative exposure pathways, airport proximity (in itself) is an incomplete measure of avgas exposure risk. First, airports vary immensely

nomics (Stephan.Weiler@colostate.edu). We thank the Michigan Department of Community Health, Childhood Lead Poisoning Prevention Project for providing the blood lead data used in this study. We thank the Robert Wood Johnson Foundation Health and Society Scholars program for its financial support. We thank Mark A. S. Laidlaw for comments on earlier drafts.

1. Needleman and Gastonis (1990), Dietrich et al. (2001), Canfield et al. (2003), Nevin (2006), Miranda et al. (2007), Reyes (2007), Jusko et al. (2008), Zahran et al. (2009), Nigg et al. (2010), Mielke and Zahran (2012), Reyes (2012).

2. The percentage is 44% for neighborhoods ≤ 2 kilometers of an airport compared to 23% for neighborhoods 9–10 kilometers from an airport.

in PEA traffic. In our sample, the average monthly number of PEA operations varies from 7 (at MTC Selfridge) to 1,099 (at PTK Pontiac). Neglecting the volume of PEA traffic amounts to assuming that all airports traffic equally in PEA. Second, the fate and transport of avgas emissions depend on the direction of prevailing winds that vary in and across airport facilities. Insofar as avgas is an independent source of lead exposure, two children equidistant to the same airport face different risk of elevated blood lead depending on the child's residential near angle to the nearest airport. We address these important sources of omitted variable bias in previous literature by including measures of prevailing wind direction and PEA traffic.

Despite more extensive controls and improvements in the operationalization of exposure risk, variation in child BLL near airports may pick up more than locational differences in lead deposition from PEA aircraft. First, a residential selection bias may operate if families residing near airports are less prone to undertake defensive actions, including measures to protect against alternative exposure pathways like lead-contaminated dust. In Michigan, populations of lower socioeconomic status are more likely to reside near airports. Compared to more distant neighborhoods (9–10 km), neighborhoods within 2 km of an airport have significantly higher percentages of households receiving public assistance (4.35 vs. 8.41, $t = 3.57$) and lower levels of educational attainment among adults (\geq high school education, 81.45 vs. 75.98, $t = -2.03$). In addition to controlling for these and other measures of neighborhood socioeconomic status in regression models, our measure of prevailing wind direction provides an exogenous source of variation with respect to the problem of residential selection. In Michigan, prevailing wind direction is statistically unrelated to neighborhood socioeconomic composition at ≤ 2 km of an airport.³ That is, disadvantaged populations proximate to airports are equally likely to be up versus downwind.

Second, an underappreciated source of child lead exposure is lead-concentrated soils, primarily due to legacy deposition from lead-formulated automobile gasoline. Urban geochemists have linked child BLL to the accumulation of lead in neighborhood soils. Contaminated soils enter a child's body through ingestion (involving hand-to-mouth behaviors) or inhalation of lead-concentrated soils resuspended during summer months (Filippelli et al. 2005; Laidlaw et al. 2005, 2012; Zahran et al. 2010, 2011, 2013). Both aircraft traffic and the atmospheric resuspension of contaminated soils peak in summer and retreat in winter (Laidlaw et al. 2012; Zahran et al. 2013).⁴ Failure to account for this seasonal coincidence of avgas deposition and resuspension of legacy sources could upwardly bias the evaluation of avgas risk. To address this specific

3. The correlations between downwind risk (measured as the percentage days where wind drifts in the direction of a neighborhood) and percentage receiving public assistance ($p = .62$), median home value ($p = .32$), and percentage with \geq high school education ($p = .29$) are indistinguishable from chance.

4. In our sample, PEA departures and arrivals are significantly higher ($t = -6.43$, $p < .01$) in the summer (428 per month) than in the winter (286 per month).

problem, our research design exploits two independent sources of exogenous variation in lead deposition from piston engine aircraft traffic. First, we use an exogenous lead-deposition shock that resulted from the grounding and restriction of PEA traffic following the tragic events of September 11, 2001. Reflecting the drop in traffic, avgas sales in Michigan declined over 50% the month after September 11, 2001. Second, we use monthly data on PEA arrivals and departures by airport to test whether child BLL is dose-responsive in the volume of PEA traffic. This exploits spatial and temporal variation in PEA traffic driven by local meteorological conditions that are plausibly exogenous from other exposure pathways.

The analysis deploys a novel data set that includes BLL records for over a million children linked spatially and temporally to 448 fully operational airports across Michigan, and emissions data for all toxic release inventory facilities that emit lead. In addition, for a subset of airports, we also observe the monthly count of piston-engine aircraft operations. Across all tests rendered, we find consistent evidence that avgas use is significantly linked to elevated BLL in children near airports. Child BLL and the odds of eclipsing various CDC thresholds for concern (1) increase in proximity to airports, (2) decline in the months after September 11 among children proximate to airports, (3) increase in the flow of PEA traffic, (4) increase in the percentage of downwind days, and (5) behave intuitively with respect to two-way and three-way interactions of the main treatment variables.

To quantify the social cost of avgas exposure, we deploy a standard syllogism linking BLL to IQ loss, and IQ loss to future earnings (Schwartz 1994; Grosse et al. 2002; Gould 2009). We find that reducing PEA traffic in Michigan from the 50th percentile (407 monthly operations) to the 10th percentile (133 operations) would generate a social benefit, measured in terms of the net present value of future earnings, of about \$120 million. This translates to a bit over \$10 in external social cost per gallon of avgas sold, which can be compared to a pump price of about \$6 per gallon.⁵ This estimate may be regarded as conservative because we consider only deposition near airports on a subset of the population (children under five), and we only account for the impact of IQ loss on earnings, one of several known damage channels.⁶

1. BACKGROUND: RATIONALE FOR AVGAS USE AND REGULATORY RESPONSE

Despite recent national interest in lead exposure following the preventable failure of the water distribution system in Flint, Michigan, lead pollution in the United States

5. Self-service price retrieved for Coleman Young Airport in Detroit, September 1, 2014.

6. In addition to IQ loss, lead exposure can cause growth stunting, seizures, and lasting damage to various body systems. Kemper, Bordley, and Downs (1998) provide comprehensive health care cost estimates from medical interventions necessary to treat both low and high level exposure to lead. Others have estimated the total direct costs of lead-linked crime, including victim costs, criminal justice processing, and incarceration, as well as lost earnings to victims and perpetrators of crime (Gould 2009).

has evolved for the most part into a legacy problem. BLLs have declined dramatically in time (Raymond, Wheeler, and Brown 2014), and the most important exposure pathways for children nationwide involving legacy sources of lead-based paint and contaminated soils (Farfel et al. 2003; Zahran et al. 2010). Nevertheless, for the approximately 16 million people—and 3 million children—who live within a kilometer of airport facilities that service piston-engine aircraft, the continuing flow of lead into the environment remains a potentially serious source of exposure risk.

About 160,000 piston-engine aircraft are registered in the United States, constituting about 70% of the US air fleet. In 2011, these aircraft consumed an estimated 225 million gallons of avgas (Kessler 2013). This consumption implies a flow into the environment of about a million pounds of lead each year. While small compared to the amount consumed historically in automobile gasoline, the impact is spatially concentrated with approximately half of the lead from avgas depositing near airports (EPA 2008).

The primary rationale for the continued use of lead in avgas is aircraft safety. When engines are run at high power, as they always are in aircraft, there is a risk of pre-ignition under compression—also known as “knocking.” This damages the engine and can lead to sudden engine failure. Tetraethyl lead is one of the best-known additives for avoiding dangerous knocking (Ells 2006). The high intensity at which aircraft engines operate, together with the high stakes of engine failure, explain why tetraethyl lead is still used as an additive in avgas even though it has been banned from all other transportation fuels. Nevertheless, approximately three-quarters of the existing piston-engine fleet could transition safely to lead (and ethanol) free automotive gasoline at negligible additional costs (Kessler 2013). These planes continue to use leaded avgas in large part because it is the primary fuel available at many US airports.

In 2006 (and again in 2014 and joined by Physicians for Social Responsibility and Oregon Aviation Watch), the environmental group Friends of the Earth petitioned the EPA to find endangerment from and regulate lead emitted by piston-engine aircraft (EPA 2014). While both the EPA and the CDC have recognized that there is no known safe level of lead exposure (CDC 2012a, 2012b; DHHS 2012), the EPA ruled against the petition, calling for more studies to substantiate the risks. In 2013, the Federal Aviation Administration (FAA) announced the formation of the Piston Aviation Fuel Initiative, a joint effort between the FAA and industry partners, with the expressed goal of finding an unleaded replacement fuel that could be used as a drop-in substitute for the entire general aviation fleet by 2018 (FAA 2012). The findings below explicitly address the EPA's request for information. Our results lend credence to the concern of advocacy groups and add impetus to the FAA's ongoing effort to find a substitute fuel.

2. MATERIALS AND METHODS

2.1. Response Variables

Blood lead data were obtained by confidentiality agreement from the Michigan Department of Community Health (MDCH). The data set contains blood samples from

1,043,391 fully observed children collected from January 2001 through December 2009 under the Healthy Homes and Lead Poisoning Prevention (HHLPP) program. HHLPP is funded by the CDC and enlists health providers across the state. The program is intended to support lead poisoning prevention and surveillance services for children in Michigan. Blood lead samples are collected during regular visits to a doctor with a sampling emphasis on at-risk children residing in older homes or neighborhoods known to have children with elevated blood lead levels. The total number of blood lead samples collected under the program represents about one-sixteenth of all children under 72 months of age in Michigan.

Blood lead data are reported in units of micrograms per deciliter of blood ($\mu\text{g}/\text{dL}$). The MDCH data also contain information on the census tract residential location of each child, the month and year of sample collection, child age in years (0–5), and child sex (male = 1, female = 0). As with previous research (Zahran et al. 2011), we analyze child BLL as a binary variable ($\geq 5\mu\text{g}/\text{dL} = 1$, $< 5\mu\text{g}/\text{dL} = 0$, and $\geq 10\mu\text{g}/\text{dL} = 1$, $< 10\mu\text{g}/\text{dL} = 0$). Two reasons motivate our decision to use threshold response variables instead of a continuous measure of blood lead. First, our thresholds of ≥ 5 and $\geq 10 \mu\text{g}/\text{dL}$ correspond to the CDCs present and past reference levels of elevated blood lead. Children with BLLs exceeding these “levels of concern” require case management. Second, 40.2% of children sampled have BLLs that are at or below test detection limits. Technically, the precise amount of lead in the bloodstream of a sampled child at or below detection limit is unknown. We can, however, determine with certainty whether or not a child’s BLL is ≥ 5 or $\geq 10 \mu\text{g}/\text{dL}$.⁷

2.2. Avgas Exposure Variables: Distance, Traffic, and Wind

Point location data on airports in Michigan were gathered from the Geographic Names Information System (GNIS). A total of 448 airports satisfied our inclusion criterion of having at least one child (with a BLL reading) residing within 10 km. Distance is measured in kilometers from the population-weighted centroid of each census tract where a child resides to the nearest GNIS airport. Distance to a hazardous land use is a standard proxy for exposure risk (see Rau, Urzua, and Reyes 2015). Following Miranda et al. (2011), we use distance data to test whether child BLLs are dose-responsive in distance to GNIS airports. For tests involving distance to the nearest GNIS airport, the sample size of fully observed children is 1,023,672.

We also collected data from the Federal Aviation Administration’s Operations and Performance (FAAOP) system on the monthly sum of piston-engine aircraft depart-

7. To demonstrate the robustness of our findings (with respect to sign/significance), we also report statistical results with child BLLs measured continuously but caution about the potential for error-in-measurement given the noted test detection problem in the data. In models with BLL treated continuously, BLL is log transformed to address positive skew ($S = 5.70$) and severe kurtosis ($K = 91.15$). By taking the natural log of BLL, we eliminate skewness ($S = 0.57$) and substantially minimize kurtosis ($K = 2.84$).

tures, arrivals, and aircraft seat count. A total of 27 airports are inventoried in the FAAOP system in Michigan from 2001 to 2009. The month of blood draw is linked to the corresponding month of PEA traffic at the nearest FAAOP airport, and we test whether child BLLs are dose-responsive in the volume of piston-engine aircraft traffic. Our use of current month without lags is motivated by the following considerations. Estimates of the half-life for lead in blood vary from as low as 15 days (Manton et al. 2000) to a more typical range of 21–30 days (Rabinowitz 1991; Lidsky and Schneider 2003). We explored several possible operations for lead exposure risk, including current month PEA traffic, prior month, and two months prior, as well as 2- and 3-month rolling averages. Of these, current month is the best predictor of elevated blood lead risk. Relatedly, figure 2, panel A, of the results section demonstrates a striking concurrent correlation between monthly PEA traffic and average BLLs in children. While it would be tempting to use several such measures in the econometric analysis, doing so would invite multicollinearity due to significant serial correlation in monthly PEA traffic across airports. In tests involving the use of distance to the nearest FAAOP airport, the sample size of fully observed children decreases to 364,292, corresponding to the reduction from 448 GNIS airports to 27 FAAOP airports.

In addition to airport proximity and the volume of PEA traffic, child exposure risk is also influenced by local wind patterns. To account for this, we collect prevailing wind direction distribution data at each FAAOP airport (from www.windfinder.com). To illustrate, figure 1 presents a compass plot of prevailing winds at DET, Coleman Young Municipal Airport in Detroit, Michigan. With near angle information linking a child's census tract location to the nearest FAAOP airport, we estimate downwind risk as the percentage of wind days that drift in the direction of the compass octant of a child's residential location. In addition to providing more valid operationalization of exposure risk, prevailing wind direction provides an exogenous source of variation with respect to the residential selection.

2.3. Control Variables

The econometric models control for a variety of other sources of lead exposure. Data from the Toxic Release Inventory (TRI) system identify 578 facilities that emitted lead or lead compounds in Michigan between 2001 and 2009. We measure the distance from the population-weighted centroid of each census tract to these lead-emitting facilities. TRI data allow us to test whether the count of point source polluters within 2 km of a child's residential neighborhood increases their likelihood of exceeding various CDC thresholds for concern.⁸

8. We calculated various distance buffers (0.5 km, 1 km, 1.5 km, etc.) and determined through both statistical analysis (in terms of predictive efficacy) and prior research (in terms of emissions dispersion) that a 2 km buffer was optimal.

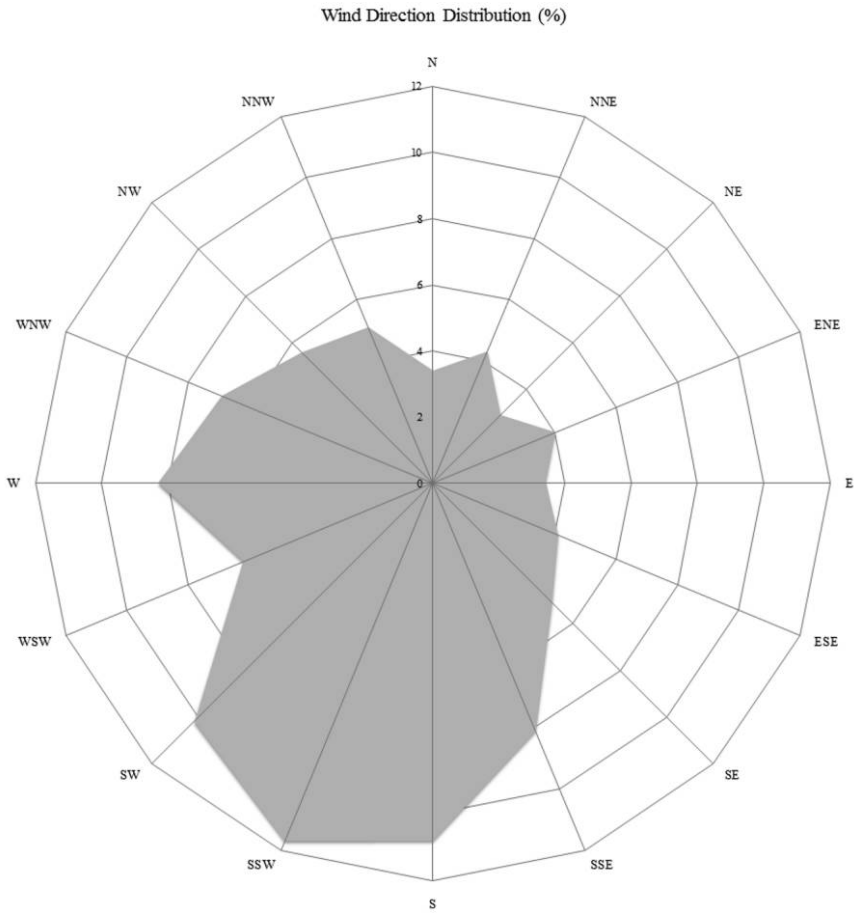


Figure 1. Prevailing wind direction distribution at DET (Coleman Young Municipal Airport in Detroit, Michigan).

To proxy for the risk of lead-based paint exposure, we use census tract housing data from the US Census Bureau measuring the percentage of housing stock built prior to 1950. Following Miranda et al. (2011), we also measure the percentage of households receiving public assistance income, median home prices, and percentage of adult population with a high school education or greater to estimate the socioeconomic conditions of a child’s neighborhood (i.e., census tract). Studies show that children of low socioeconomic status are at greater risk of presenting with elevated BLLs (Campanella and Mielke 2008; Zahran et al. 2009). Finally, we also measure population density since this correlates strongly with road density, and road density is a reasonably good proxy for prior period use of leaded automobile gasoline and consequent accumulation

of lead in neighborhood roads and soils (Quinn 2013; Zahran et al. 2013). Table 1 reports descriptive statistics for all variables.

2.4. Econometric Models

To analyze whether child BLL is dose-responsive in airport distance, we estimate a series of random intercept generalized least squares and logistic regression models with child BLLs measured continuously and dichotomously. The use of time-invariant covariates (like airport distance) necessitates the use of random as opposed to fixed effects regression. For reasons discussed in the previous section, our analytic emphasis is on threshold response variables instead of a continuous measure of blood lead. We therefore restrict our presentation of reduced form equations to logit models. All regressions include a tract-specific random intercept (ζ_j) to account for unobserved characteristics or conditions at the tract scale (like the accumulation of lead in neighborhood roads and soils). The term Y indicates a BLL surpassing a given threshold for

Table 1. Descriptive Statistics

Variable	Mean	SD	Min	Max
Blood lead ($\mu\text{g}/\text{dL}$)	2.98	3.00	1	164
$\geq 5 \mu\text{g}/\text{dL}$	.16	.37	0	1
$\geq 10 \mu\text{g}/\text{dL}$	.03	.17	0	1
Distance GNIS airport (km)	4.35	2.13	.11	10.00
Distance FAAOP airport (km)	6.02	2.29	.47	9.99
PEA traffic (monthly)	406.09	267.06	1	1,766
Downwind (%)	12.04	4.53	1.7	31.85
Age	2.25	1.43	0	5
Male	.51	.51	0	1
Winter	.19	.40	0	1
Spring	.23	.42	0	1
Summer	.29	.46	0	1
Fall	.28	.45	0	1
Housing built <1950 (%)	37.34	24.38	0	100
Population density	4,419.77	3,855.84	2.21	19,392.68
Public assistance (%)	6.65	5.94	0	30.79
\geq high school education (%)	77.12	13.43	0	100
Median home price (\$10,000)	9.27	5.29	1.43	85.4
Pb facility ≤ 2 km	.88	1.59	0	13
Year	2005.50	2.49	2001	2009

Note. Descriptive statistics on age of child, blood lead outcomes, and season of blood draw are reported for all fully observed children ($N = 1,023,672$) in Michigan from 2001 to 2009. Distance to nearest FAAOP airport, PEA traffic, and downwind descriptive information pertain to the subset of airports inventoried in the FAAOP system.

concern; $Y = 1$ if blood lead is $\geq 5 \mu\text{g/dL}$ (or $\geq 10 \mu\text{g/dL}$), and $Y = 0$ if blood lead is $< 5 \mu\text{g/dL}$ (or $< 10 \mu\text{g/dL}$); Y is modeled, for child i in census tract j and month t , by the following reduced form logistic equation:

$$\begin{aligned} \text{Prob}(Y_{ijt} = 1 | D_j, M_i, A_i, Z_t, S_t, F_j, H_j, P_j, I_j) \\ = \Lambda [\alpha_{ij} + \beta_1 D_j + \Gamma_1 M_i + \Gamma_2 A_i + \Gamma_3 Z_t \\ + \Gamma_4 S_t + \lambda_1 F_j + \lambda_2 H_j + \lambda_3 P_j + \lambda_4 I_j + \zeta_j]. \end{aligned} \quad (1)$$

Here, $\Lambda[\cdot]$ is the cumulative distribution function of the logistic distribution, α_{ij} is the model intercept, corresponding to the likelihood of a reference child in census tract j eclipsing a CDC-defined threshold, D_j is the distance (in km) of the population-weighted centroid of census tract j to the nearest GNIS airport, $M_i = 1$ if the child is male, A_i denotes a series of dummy variables corresponding to child age in years, Z_t is the year the blood sample was drawn, measured as a series of year dummy variables with 2001 as our reference year, S_t is the season a blood sample was drawn, F_j is an indicator variable that equals 1 if a lead facility operates within 2 km, H_j is the percentage of housing stock in a child's neighborhood built before 1950, P_j is the population density in the child's neighborhood, and I_j is a vector of neighborhood socioeconomic characteristics, including the percentage of households in a child's neighborhood receiving public assistance income, percentage of adults \geq a high school education, and median home prices. In addition to measuring distance continuously, we examine categories of distance (< 1 km, 1–2 km, 2–3 km, 3–4 km, with > 4 km constituting our reference category) to check for nonlinearities in the relationship between child BLL and airport distance. This first test is meant to reproduce Miranda et al. (2011), with the addition of more covariates (accounting for other sources of lead exposure). Insofar as deposition of lead from piston-engine aircraft traffic is a source of blood lead in children, we expect the odds of a child eclipsing CDC reference values to decrease in distance from GNIS airports.

Our next test is designed to separate the flow of avgas from the stock of lead in the lived environment that circulates seasonally (see Laidlaw et al. 2012; Zahran et al. 2013). Following the tragic events of 9/11, aircraft traffic in the United States was substantially restricted. The effect of this aircraft traffic restriction is reflected in monthly aviation gasoline sales and deliveries, which were significantly lower than expected in September, October, and November of 2001.⁹ Insofar as avgas sales proxy for the

9. We estimated the following fixed effects least squares model to observe the deposition shock effect: $\ln(G_{it}) = \beta_0 + \beta_1 \text{shock} + \Gamma_1 \text{month} + \Gamma_2 \text{year} + \varepsilon_i$, where G_{it} is the sale of aviation gasoline by prime suppliers in Michigan (in thousands of gallons) in month i , *shock* is an indicator variable = 1 if the observation is from September to November in 2001, *month* is a suite of monthly dummy variables (with January as our reference month), *year* is a suite of

monthly level of lead deposition across GNIS airports, we analytically leverage the exogenous restriction of PEA traffic as a quasi-experiment in lead deposition. In the air traffic restriction period following 9/11, avgas consumption drops markedly, while atmospheric resuspension of lead-contaminated soils and road dust is unperturbed. We estimate the following model:

$$\begin{aligned} \text{Prob}(Y_{ijt} = 1 | D_j, E_t, M_i, A_i, Z_t, S_t, F_j, H_j, P_j, I_j) \\ = \Lambda [\alpha_{ij} + \beta_1 D_j + \beta_2 E_t + \delta(D_j \times E_t) + \Gamma_1 M_i + \Gamma_2 A_i \\ + \Gamma_3 Z_t + \Gamma_4 S_t + \lambda_1 F_j + \lambda_2 H_j + \lambda_3 P_j + \lambda_4 I_j + \zeta_j]. \end{aligned} \tag{2}$$

The definition of terms carries over from equation (1). The term E_t equals 1 if a child's blood was drawn during the episode of depressed avgas sales from 9/2001 to 11/2001. The impact of the deposition shock is captured by the coefficient β_2 . The coefficient of interaction (δ) measures the combined effect of airport proximity (D_j) and the episode indicator (E_t). To the extent that child BLL is linked to avgas deposition, β_2 should be negative and δ positive, the latter expectation reflecting the dissipation of the shock effect in distance.

While the above test works to identify a distance effect, it imprecisely assumes that PEA traffic is the same across airports and that prevailing winds behave uniformly at each airport. For a subset of all 27 airports inventoried in the FAAOP system, we obtained data on the monthly flow of PEA traffic as well as prevailing wind direction distribution data. We use these data to analyze whether child BLLs increase with the volume of PEA traffic and downwind risk. Importantly, the next tests exploit variation in PEA traffic determined by exogenous fluctuations in local weather conditions.¹⁰ They also leverage prevailing wind direction as an exogenous source of varia-

dummy variables for the year of observation (with 2001 as our reference year) and ε_i is our error term. Results on our shock variable indicate that avgas sales declined significantly in the aftermath of 9/11 ($b_1 = -0.57, p = .015$). This result is corroborated by a fixed effects least square model of PEA traffic in our subset of FAAOP airports. Clustering error at the airport level, we estimated the following: $\ln(P_{ij}) = \beta_0 + \beta_1 shock + \Gamma_1 month + \Gamma_2 year + \Gamma_3 airport_j + \varepsilon_{ij}$, where P_{ij} is the volume of PEA operations (departures and arrivals) in month i at FAAOP airport j , *shock*, *month*, and *year* are the same as before, and *airport* is a suite of dummy variables corresponding to each FAAOP airport (with APN, Alpena, as our reference airport). In the months following 9/11, PEA traffic declined significantly ($b_1 = -0.14, p = .011$).

10. Local conditions vary meaningfully across airport facilities examined. The average annual number of snow days and precipitation inches varies considerably across airports. For instance, CIU (in the northeast end of Michigan's Upper Peninsula) has more than twice the number of average annual snow days as DET (that is 9 km northeast of Detroit's central business district). Not only does total precipitation vary across examined airports, but so does the peak month of precipitation and the percentage difference between peak and trough months over the calendar year. Variation in precipitation across airports, and within airports in time, importantly determine the level of PEA traffic and consequent deposition of lead on neighborhoods nearby.

tion with respect to the problem of residential selection. The augmented regression model is:

$$\begin{aligned} \text{Prob}(Y_{ijt} = 1 | D_j, T_{jt}, W_j, M_i, A_i, Z_t, S_t, F_j, H_j, P_j, I_j) \\ = \Lambda [\alpha_{ij} + \beta_1 D_j + \beta_2 T_{jt} + \beta_3 W_j + \Gamma_1 M_i + \Gamma_2 A_i \\ + \Gamma_3 Z_t + \Gamma_4 S_t + \lambda_1 F_j + \lambda_2 H_j + \lambda_3 P_j + \lambda_4 I_j + \zeta_j]. \end{aligned} \quad (3)$$

All terms carry over from equation (1), with the addition of T_{jt} representing the monthly sum of PEA arrivals and departures at the nearest airport corresponding to the month of child blood draw, and W_j denoting the percentage of prevailing wind days that drift in the direction of child's residential location.

Finally, we analyze various two-way and three-way interactions of the main treatment variables. For instance, we estimate how the PEA traffic effect (T) varies by distance (D) and downwind risk (W). The expectation is that, to the extent that PEA traffic is an important source of elevated BLL risk, the PEA traffic effect should attenuate in distance and amplify in downwind days. We estimate the following:

$$\begin{aligned} \text{Prob}(Y_{ijt} = 1 | D_j, T_{jt}, W_j, M_i, A_i, Z_t, S_t, F_j, H_j, P_j, I_j) \\ = \Lambda [\alpha_{ij} + \beta_1 D_j + \beta_2 T_{jt} + \beta_3 W_j + \delta(D_j \times T_{jt}) \\ + \varphi(W_j \times T_{jt}) + \Theta(D_j \times W_j \times T_{jt}) + \Gamma_1 M_i + \Gamma_2 A_i \\ + \Gamma_3 Z_t + \Gamma_4 S_t + \lambda_1 F_j + \lambda_2 H_j + \lambda_3 P_j + \lambda_4 I_j + \zeta_j]. \end{aligned} \quad (4)$$

The interaction between PEA traffic and tract distance is captured by δ .¹¹ The effect of PEA traffic on downwind risk is captured by φ . Moreover, the three-way effect of distance, traffic, and downwind risk is captured by Θ . Here, we expect the risk of elevated blood lead from PEA traffic (T) to amplify in downwind days (W) and to dissipate in distance (D).

3. RESULTS

Table 2 reports descriptive statistics on mean BLLs and the proportion of observed children exceeding present and past CDC reference values. All covariates behave as expected. The proportion of children with BLL above relevant thresholds increases

11. This test also addresses a modest sampling gradient in distance to airports. Children residing near airports are slightly more likely to have their blood sampled for lead content. The sampling ratio increases less than 1% ($b = -0.86$, 95% CI: $-1.13, -0.58$) for every kilometer in distance from the nearest airport, equal to about 9 fewer children sampled per kilometer of distance.

in proximity to the nearest GNIS airport, in the monthly flow of PEA traffic, in the percentage of wind days that drift in the direction of child's residential neighborhood, in the percentage of housing built before 1950, in summer and fall relative to spring and winter, in proximity to lead-emitting TRI facilities, and in neighborhood population density.

Table 3 reports coefficients predicting child BLLs (measured continuously) and odds of a child's BLL exceeding present ($\geq 5 \mu\text{g/dL}$) and past ($\geq 10 \mu\text{g/dL}$) CDC reference values. Columns 1 and 4 report results from random intercept least squares models with child BLL measured continuously. In column 4, and as compared to children at >4 km from a GNIS airport, we find that the BLLs of children residing <1 km, 1–2 km, and 2–3 km of a GNIS airport are 5.7%, 2.9%, and 2.4% higher, respectively. By exponentiation of the coefficient in column 2 ($e^{-0.025}$), we find that the risk of a child eclipsing the CDC reference value of $5 \mu\text{g/dL}$ decreases by 2.5% (95% CI: $-3.4, -1.5$) for every kilometer from a GNIS airport. Similarly, in column 3, we find that a 1 km increase in neighborhood distance from a GNIS airport reduces the odds of a child's BLL exceeding $10 \mu\text{g/dL}$ by a multiplicative factor of 0.971 ($e^{-0.03}$). Columns 5 and 6 divide airport distance (D) into discrete categories ($D \leq 1$ km; $1 \text{ km} > D < 2$ km; $2 \text{ km} > D < 3$ km; and $3 \text{ km} > D < 4$ km; and $D > 4$ km).

In column 5, as compared to children residing >4 km from a GNIS airport, children at <1 km, 1–2 km, and 2–3 km are 25.2% ($e^{0.225}$), 16.5% ($e^{0.153}$), and 9.1% ($e^{0.087}$) more likely to present with a BLL reading $\geq 5 \mu\text{g/dL}$, respectively. Similarly, the odds of eclipsing the CDC's past threshold of concern ($\geq 10 \mu\text{g/dL}$) increases in airport proximity. As shown in column 6, and as compared to children residing >4 km from a GNIS airport, children at <1 km and 1–2 km are 44.9% ($e^{0.371}$) and 24.9% ($e^{0.222}$) more likely to supersede a BLL of $\geq 10 \mu\text{g/dL}$, respectively. Thus, consistent with Miranda et al. (2011), child BLLs decrease dose-responsively in distance, with the risk of elevated blood lead leveling at approximately 2–3 km from the nearest GNIS airport.

Before proceeding, it is worth noting the intuitive behavior of other variables known to influence BLL outcomes. For instance, in column 2, a unit increase in the percentage of housing stock built prior to 1950—a common proxy for the risk of Pb-based paint exposure—increases the child's odds of eclipsing the CDC's current threshold of $5 \mu\text{g/dL}$ by a factor of 1.019 (95% CI: 1.018, 1.021). The econometric model also detects the known seasonality in child BLL (Zahran et al. 2013), showing that, as compared to the reference seasons of winter/spring, children having their blood drawn in summer ($e^{0.313} = 1.37$) and fall ($e^{0.220} = 1.25$) months have significantly higher odds of having BLL $\geq 5 \mu\text{g/dL}$.

Table 4 reports results from our quasi-experiment leveraging the fall off in air traffic after 9/11, 2001. We analyze the likelihood of a child's BLL eclipsing various thresholds (including 3, 5, and $10 \mu\text{g/dL}$) as well the response of child BLL measured continuously. The coefficients of interest are our treatment period term capturing the BLL of children sampled in the avgas deposition shock period following 9/11, and our

Table 2. Proportion of Children Eclipsing 5 and 10 $\mu\text{g}/\text{dL}$ and Mean Blood Lead by Covariates

	Proportion $\geq 5 \mu\text{g}/\text{dL}$	Proportion $\geq 10 \mu\text{g}/\text{dL}$	Mean $\mu\text{g}/\text{dL}$	Two-Sample <i>t</i> -Statistic
Distance to GNIS airport (km):				
>P.50	.144	.024	2.82	-69.60
<P.50	.191	.038	3.23	
Distance to FAAOP airport (km):				
>P.50	.177	.036	3.14	-55.37
<P.50	.252	.055	3.76	
Piston engine aircraft:				
>P.50	.227	.053	3.58	21.74
<P.50	.203	.039	3.33	
Downwind (%):				
>P.50	.231	.050	3.57	21.17
<P.50	.199	.042	3.33	
Sex:				
Male	.167	.031	3.02	17.81
Female	.156	.028	2.92	
Age of child:				
<1 year	.097	.012	2.38	-75.43
1 year	.140	.024	2.79	-48.71
2 years	.199	.040	3.33	52.67
3 years	.187	.035	3.19	33.31
4 years	.163	.029	2.97	-1.38
5 years	.171	.034	3.02	4.00
% housing built <1950:				
>P.50	.255	.053	3.77	2.9e+02
<P.50	.069	.007	2.19	
Season:				
Winter	.147	.026	2.85	-23.91
Spring	.146	.024	2.82	-31.56
Summer	.176	.035	3.11	29.21
Fall	.171	.032	3.05	16.67
Population density:				
>P.50	.233	.048	3.59	2.2e+02
<P.50	.091	.012	2.37	
% public assistance:				
>P.50	.253	.052	3.76	2.8e+02
<P.50	.072	.008	2.20	
% high school+:				
>P.50	.090	.011	2.36	-221.70
<P.50	.235	.048	3.60	

Table 2 (Continued)

	Proportion ≥5 μg/dL	Proportion ≥10 μg/dL	Mean μg/dL	Two-Sample t-Statistic
Median home price:				
>P.50	.072	.008	2.20	-282.62
<P.50	.252	.051	3.75	
Pb facility <2 km:				
Yes	.226	.046	3.52	1.5e+02
No	.120	.019	2.62	
Year:				
>2005	.114	.017	2.64	-146.82
<2005	.216	.044	3.58	

Note. Blood lead outcomes by sex, age of child, % housing built <1950, season of blood draw, population density, % public assistance, % high school+, median home price, Pb facility count, and year are from all observed children ($N = 1,023,672$) in Michigan from 2001 to 2009, whereas blood lead outcomes by distance to FAAOP airport, PEA traffic, and downwind (%) are from children ($N = 364,292$) for our subset of 27 FAAOP airports.

difference-in-differences term, which captures the interaction between airport proximity and treatment period. Analyses are limited to the years 2001 to 2003, and the months of June to December.¹² Column 1 shows that children sampled in the deposition shock period had BLLs 4.9% lower (95% CI: -0.064, -0.034) than children sampled outside the deposition shock period. As expected, the effect fades significantly with distance to airport.

Similarly, column 2 shows that the odds of eclipsing 3 μg/dL declined by 13.5% ($1 - e^{-0.145}$) among children sampled in the treatment period, with the effect declining ~2.6% for every 1 km in distance to airport. Column 3 shows the risk of child BLL exceeding the CDCs current reference value. Other things held equal, children sampled in the deposition shock period had significantly lower odds of presenting a BLL reading ≥5 μg/dL. On average, treated children experienced an 11% ($1 - e^{-0.117}$) decrease (95% CI: -16.5%, -5.3%) in the probability of elevated BLL (≥5 μg/dL). While this beneficial effect appears to fade with distance from the nearest GNIS airport ($b = 0.005$), the interaction coefficient is not statistically significant.

While the results in tables 3 and 4 corroborate and extend Miranda et al. (2011), they do not account for the role of PEA traffic volume in determining the relationship

12. We thank two anonymous reviewers for suggesting we narrow the time window to limit temporal and seasonal confounding.

Table 3. Random Intercept Logistic and Generalized Least Squares Coefficients Predicting Elevated BL (≥ 5 and $10 \mu\text{g/dL}$) and BLLs in Children in Michigan Residing <10 km from an Airport

	$\ln(\mu\text{g/dL})$ (1)	$\geq 5 \mu\text{g/dL}$ (2)	$\geq 10 \mu\text{g/dL}$ (3)	$\ln(\mu\text{g/dL})$ (4)	$\geq 5 \mu\text{g/dL}$ (5)	$\geq 10 \mu\text{g/dL}$ (6)
Distance to airport	-.007*** (.001)	-.025*** (.005)	-.030*** (.009)			
Reference = distance ≥ 4 km:						
<1 km				.057*** (.018)	.225*** (.067)	.371*** (.120)
1-2 km				.029*** (.009)	.153*** (.037)	.222*** (.080)
2-3 km				.024*** (.009)	.087*** (.033)	.022 (.061)
3-4 km				.012 (.008)	.053 (.033)	-.026 (.058)
Reference = age <1 :						
Age 1	.174*** (.003)	.709*** (.021)	1.044*** (.047)	.174*** (.003)	.709*** (.021)	1.044*** (.047)
Age 2	.265*** (.003)	.993*** (.022)	1.367*** (.048)	.265*** (.003)	.993*** (.022)	1.367*** (.048)
Age 3	.192*** (.003)	.743*** (.022)	1.051*** (.046)	.192*** (.003)	.743*** (.022)	1.051*** (.046)
Age 4	.130*** (.003)	.539*** (.022)	.820*** (.048)	.130*** (.003)	.539*** (.022)	.820*** (.048)
Age 5	.093*** (.003)	.481*** (.025)	.865*** (.042)	.0934*** (.003)	.481*** (.024)	.865*** (.042)

Male	.030*** (.001)	.116*** (.006)	.132*** (.012)	.030*** (.001)	.116*** (.006)	.132*** (.012)
Reference = winter/spring; Summer season	.078*** (.002)	.313*** (.009)	.439*** (.016)	.078*** (.002)	.313*** (.009)	.439*** (.016)
Fall season	.059*** (.002)	.220*** (.009)	.293*** (.016)	.059*** (.002)	.220*** (.009)	.293*** (.016)
% housing built <1950	.005*** (.000)	.019*** (.001)	.026*** (.001)	.005*** (.000)	.019*** (.001)	.025*** (.001)
Population density	.024*** (.004)	.025 (.017)	.127*** (.025)	.024*** (.004)	.031* (.017)	.137*** (.025)
% public assistance	.0241*** (.001)	.071*** (.004)	.082*** (.005)	.024*** (.001)	.071*** (.004)	.083*** (.005)
% ≥ high school education	-.002*** (.000)	-.007*** (.002)	-.008*** (.002)	-.002*** (.000)	-.007*** (.002)	-.008*** (.002)
Median home price (\$10,000)	-.005*** (.001)	-.021*** (.003)	-.010** (.006)	-.004*** (.001)	-.021*** (.003)	-.010* (.006)
Pb facility <2 km	.005 (.003)	.007 (.011)	.013 (.015)	.005** (.003)	.007 (.011)	.014 (.015)
Reference = year 2001; Year 2002	-.093*** (.003)	-.266*** (.014)	-.310*** (.027)	-.093*** (.003)	-.266*** (.012)	-.310*** (.027)
Year 2003	-.215*** (.003)	-.591*** (.015)	-.641*** (.028)	-.215*** (.003)	-.591*** (.015)	-.641*** (.028)
Year 2004	-.254*** (.003)	-.600*** (.016)	-.741*** (.030)	-.254*** (.003)	-.600*** (.016)	-.741*** (.030)

Table 3 (Continued)

	ln ($\mu\text{g}/\text{dL}$) (1)	$\geq 5 \mu\text{g}/\text{dL}$ (2)	$\geq 10 \mu\text{g}/\text{dL}$ (3)	ln ($\mu\text{g}/\text{dL}$) (4)	$\geq 5 \mu\text{g}/\text{dL}$ (5)	$\geq 10 \mu\text{g}/\text{dL}$ (6)
Year 2005	-.243*** (.003)	-.628*** (.019)	-.674*** (.031)	-.243*** (.003)	-.628*** (.019)	-.674*** (.031)
Year 2006	-.300*** (.003)	-.854*** (.019)	-1.021*** (.033)	-.300*** (.003)	-.854*** (.019)	-1.021*** (.033)
Year 2007	-.323*** (.003)	-.906*** (.021)	-1.069*** (.035)	-.323*** (.003)	-.906*** (.021)	-1.069*** (.035)
Year 2008	-.392*** (.003)	-1.212*** (.019)	-1.302*** (.036)	-.392*** (.003)	-1.212*** (.019)	-1.302*** (.036)
Year 2009	-.388*** (.003)	-1.350*** (.021)	-1.498*** (.038)	-.388*** (.003)	-1.350*** (.021)	-1.498*** (.038)
Constant	.747*** (.040)	-2.591*** (.120)	-5.541*** (.186)	.710*** (.031)	-2.734*** (.126)	-5.672*** (.186)
Log pseudolikelihood		-378,483.29	-114,715.91		-378,480.7	-114,708.21
Wald χ^2	10,219.15	12,501.98	7,020.23	54,572.13	12,504.77	7,023.79
N	1,023,672	1,023,672	1,023,672	1,023,672	1,023,672	1,023,672
Number of tracts	2,431	2,431	2,431	2,431	2,431	2,431

Note. Robust standard errors clustered by census tract in parentheses. All children surveilled in Michigan Department of Community Health data system from 2001 to 2009 that reside within 10 km of a GNIS airport are included in the analysis. Distance is measured in kilometers from the population-weighted centroid of each census tract where a child resides to the nearest GNIS airport. The blood lead thresholds of $\geq 5 \mu\text{g}/\text{dL}$ and $\geq 10 \mu\text{g}/\text{dL}$ correspond to the CDCs current and past reference values for elevated blood lead, respectively.

* $p < .10$.

** $p < .05$.

*** $p < .01$.

Table 4. Difference-in-Differences Random Intercept Logistic and Generalized Least Squares Coefficients Predicting Elevated BL (≥ 3 , 5, and 10 $\mu\text{g}/\text{dL}$) and BLLs in Children in Michigan Residing <10 km from an Airport

	ln ($\mu\text{g}/\text{dL}$) (1)	≥ 3 $\mu\text{g}/\text{dL}$ (2)	≥ 5 $\mu\text{g}/\text{dL}$ (3)	≥ 10 $\mu\text{g}/\text{dL}$ (4)
Distance to airport	-.008*** (.002)	-.026*** (.008)	-.025*** (.008)	-.020 (.014)
Treatment period	-.049*** (.008)	-.145*** (.031)	-.117*** (.032)	-.048 (.053)
Distance to airport \times Treatment period	.005** (.002)	.025** (.011)	.005 (.010)	-.013 (.017)
Reference = age < 1:				
Age 1	.259*** (.007)	.708*** (.031)	.835*** (.038)	1.180*** (.070)
Age 2	.372*** (.008)	1.032*** (.032)	1.106*** (.038)	1.432*** (.074)
Age 3	.259*** (.008)	.747*** (.032)	.771*** (.039)	.965*** (.072)
Age 4	.187*** (.007)	.530*** (.033)	.578*** (.039)	.801*** (.070)
Age 5	.152*** (.009)	.386*** (.037)	.566*** (.042)	.873*** (.075)
Male	.034*** (.003)	.100*** (.012)	.107*** (.014)	.127*** (.023)
Reference = winter/spring:				
Summer season	.111*** (.006)	.275*** (.026)	.411*** (.032)	.549*** (.051)
Fall season	.090*** (.007)	.243*** (.026)	.314*** (.032)	.380*** (.051)
% housing built <1950	.006*** (.000)	.017*** (.001)	.020*** (.001)	.027*** (.002)
Population density	.033*** (.006)	.066*** (.024)	.122*** (.023)	.154*** (.034)
% public assistance	.027*** (.002)	.068*** (.005)	.076*** (.005)	.088*** (.006)
% \geq high school education	-.002*** (.001)	-.003 (.002)	-.007*** (.002)	-.011*** (.003)
Median home price (\$10,000)	-.005*** (.001)	-.030*** (.004)	-.023*** (.006)	-.002 (.010)
Pb facility <2 km	.011*** (.004)	.040** (.017)	.019 (.015)	.019 (.021)

Table 4 (Continued)

	ln ($\mu\text{g}/\text{dL}$) (1)	$\geq 3 \mu\text{g}/\text{dL}$ (2)	$\geq 5 \mu\text{g}/\text{dL}$ (3)	$\geq 10 \mu\text{g}/\text{dL}$ (4)
Reference = year 2001:				
Year 2002	-.126*** (.006)	-.386*** (.025)	-.364*** (.024)	-.315*** (.042)
Year 2003	-.233*** (.006)	-.687*** (.028)	-.684*** (.025)	-.650*** (.043)
Constant	.528*** (.046)	-1.120*** (.173)	-2.951*** (.178)	-5.767*** (.256)
Log pseudolikelihood		-78,307.92	-66,301.19	-27,316.44
Wald χ^2	10687.35	4,293.10	5,325.21	2,603.60
N	139,802	139,802	139,802	139,802
Number of tracts	2,420	2,420	2,420	2,420

Note. Robust standard errors clustered by census tract in parentheses. All children who reside within 10 km of a GNIS airport ($N = 448$) and sampled from 2001 to 2003, and in the months of June to December are included in the analysis. The treatment period is September to November in 2001 corresponding to measurable downward shocks in avgas sales and piston-engine aircraft traffic in Michigan following 9/11 (see n. 11).

* $p < .10$.

** $p < .05$.

*** $p < .01$.

between airport distance and lead exposure risk. A more telling test would evaluate BLL levels in response to PEA traffic. We begin with an ecological view of the data.

Figure 2 (panel A) shows the joint movement of monthly average BLL over all measured children in Michigan (residing <10 km from 27 airports with valid PEA traffic), as well as the average monthly sum of PEA departures and arrivals (at the same 27 airports). Both series are standardized ($\mu = 0$, $\sigma = 1$). The series share strikingly similar seasonality and drift downward together in time. The temporal correlation is strong ($r = 0.823$). While figure 2, panel A, is strongly suggestive of an avgas and BLL link, recall that soil resuspension is a known source of seasonal variation in child BLLs (Zahran et al. 2013). Panel B addresses this potential confounding. Again, time is on the x -axis, but now monthly average BLL is divided into two categories: above average and below average PEA traffic. The series diverge intuitively with the high traffic series lying strictly above the low traffic series.

Narrowing in, table 5 reports coefficients that predict the likelihood of threshold exceedance as a function of PEA traffic and wind direction. The population is restricted to children residing within 10 km of an FAAOP airport (with valid monthly PEA traffic). Recall, to estimate the effect of PEA traffic, children are matched spatially to the

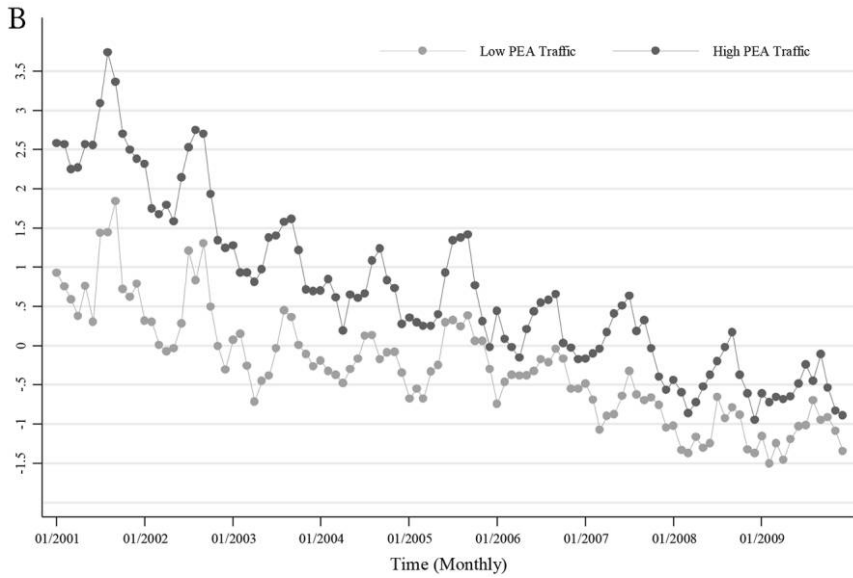
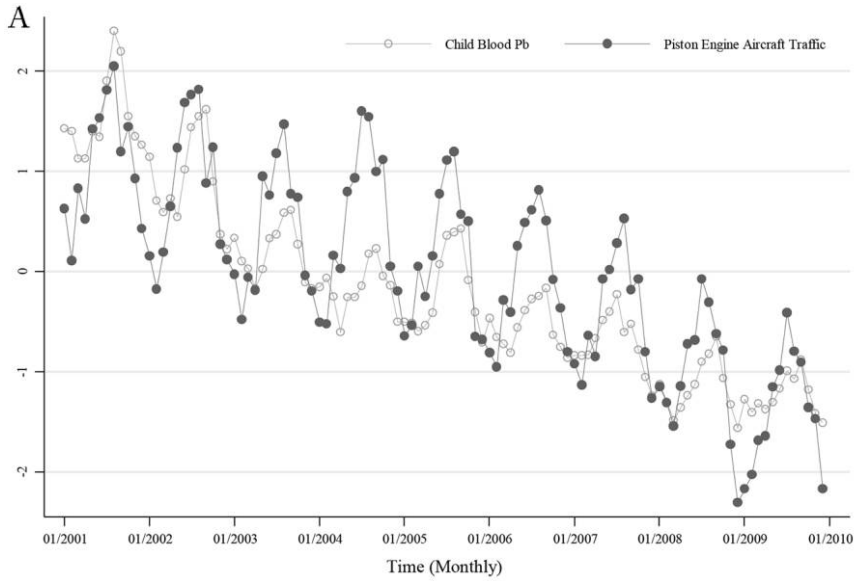


Figure 2. Monthly blood Pb (of children ≤ 10 km of traffic airport) and piston engine aircraft traffic in time and blood lead levels by PEA traffic. Average monthly blood lead data correspond to all children in Michigan residing within 10 km of a FAAOP airport with valid PEA traffic data. Both the monthly blood lead and PEA traffic series are z -score standardized with mean = 0, and standard deviation = 1.

Table 5. Random Intercept Logistic Coefficients Predicting Elevated BL (≥ 5 and $10 \mu\text{g/dL}$) and BLLs in Children in Michigan Residing < 10 km from an Airport with Valid Piston Engine Aircraft Traffic

	$\geq 5 \mu\text{g/dL}$ (1)	$\geq 10 \mu\text{g/dL}$ (2)	$\geq 5 \mu\text{g/dL}$ (3)	$\geq 10 \mu\text{g/dL}$ (4)	$\geq 5 \mu\text{g/dL}$ (5)	$\geq 10 \mu\text{g/dL}$ (6)
Distance to airport	-.035*** (.009)	-.035*** (.014)	-.030*** (.010)	-.030*** (.014)	-.030*** (.010)	-.030*** (.014)
PEA traffic	.028*** (.006)	.035*** (.010)	.034*** (.006)	.038*** (.010)	.033*** (.006)	.038*** (.010)
Downwind	.018*** (.005)	.019*** (.007)	.016*** (.005)	.019*** (.007)	.014*** (.005)	.017*** (.007)
Distance \times PEA traffic			-.011*** (.002)	-.010*** (.003)	-.011*** (.002)	-.010*** (.003)
Downwind \times PEA traffic			.003** (.001)	-.000 (.002)	.002** (.001)	-.000 (.002)
Distance \times Downwind					.005** (.002)	.004 (.003)
Distance \times PEA traffic \times Downwind					.001** (.000)	.000 (.001)
Reference = age < 1 ;						
Age 1	.894*** (.029)	1.230*** (.061)	.895*** (.029)	1.231*** (.061)	.895*** (.029)	1.231*** (.061)

Age 2	1.223*** (.028)	1.598*** (.060)	1.225*** (.028)	1.599*** (.060)	1.225*** (.029)	1.599*** (.06)
Age 3	.983*** (.028)	1.275*** (.058)	.985*** (.028)	1.276*** (.058)	.985*** (.028)	1.276*** (.058)
Age 4	.763*** (.028)	1.023*** (.059)	.763*** (.028)	1.024*** (.059)	.764*** (.028)	1.024*** (.059)
Age 5	.692*** (.031)	1.039*** (.061)	.694*** (.031)	1.040*** (.061)	.694*** (.031)	1.040*** (.061)
Male	.117*** (.010)	.131*** (.017)	.117*** (.010)	.132*** (.017)	.117*** (.010)	.131*** (.017)
Reference = winter/spring;						
Summer season	.295*** (.014)	.403*** (.023)	.284*** (.012)	.394*** (.023)	.282*** (.014)	.393*** (.023)
Fall season	.204*** (.012)	.278*** (.021)	.198*** (.013)	.274*** (.021)	.198*** (.013)	.274*** (.021)
% housing built <1950	.020*** (.001)	.028*** (.002)	.020*** (.001)	.027*** (.002)	.020*** (.001)	.027*** (.002)
Population density	.130*** (.029)	.137*** (.041)	.132*** (.028)	.134*** (.041)	.128*** (.028)	.135*** (.041)
% public assistance	.073*** (.006)	.085*** (.007)	.073*** (.006)	.085*** (.008)	.072*** (.006)	.084*** (.007)
Median home price (\$10,000)	-.017*** (.005)	-.001 (.008)	-.017*** (.005)	-.002 (.008)	-.017*** (.005)	-.002 (.008)

Table 5 (Continued)

	$\geq 5 \mu\text{g/dL}$ (1)	$\geq 10 \mu\text{g/dL}$ (2)	$\geq 5 \mu\text{g/dL}$ (3)	$\geq 10 \mu\text{g/dL}$ (4)	$\geq 5 \mu\text{g/dL}$ (5)	$\geq 10 \mu\text{g/dL}$ (6)
% \geq high school education	-.009*** (.002)	-.014*** (.003)	-.009*** (.002)	-.015*** (.003)	-.010*** (.002)	-.015*** (.003)
Pb facility <2 km	.012 (.016)	.011 (.024)	.014 (.017)	.019 (.024)	.021 (.017)	.018 (.025)
Reference = year 2001:						
Year 2002	-.207*** (.020)	-.170*** (.032)	-.205*** (.020)	-.167*** (.032)	-.203*** (.020)	-.166*** (.032)
Year 2003	-.507*** (.022)	-.530*** (.037)	-.500*** (.023)	-.525*** (.037)	-.497*** (.023)	-.523*** (.037)
Year 2004	-.542*** (.024)	-.605*** (.037)	-.535*** (.024)	-.599*** (.037)	-.532*** (.024)	-.598*** (.038)
Year 2005	-.510*** (.025)	-.490*** (.041)	-.494*** (.026)	-.477*** (.042)	-.488*** (.026)	-.475*** (.042)
Year 2006	-.720*** (.025)	-.856*** (.046)	-.700*** (.026)	-.841*** (.047)	-.694*** (.026)	-.839*** (.047)

Year 2007	-.771*** (.028)	-.928*** (.052)	-.748*** (.029)	-.910*** (.052)	-.742*** (.029)	-.908*** (.053)
Year 2008	-1.120*** (.029)	-1.179*** (.052)	-1.099*** (.029)	-1.162*** (.052)	-1.093*** (.029)	-1.160*** (.053)
Year 2009	-1.232*** (.035)	-1.371*** (.059)	-1.207*** (.035)	-1.352*** (.059)	-1.201*** (.035)	-1.350*** (.059)
Constant	-2.984*** (.231)	-5.738*** (.304)	-2.849*** (.212)	-5.554*** (.280)	-2.800*** (.211)	-5.522*** (.280)
Log pseudolikelihood	-152,450.56	-55,391.70	-152,416.68	-55,383.64	-152,405.51	-55,383.67
Wald χ^2	6,603.20	4,111.73	6,868.49	4,309.68	6,985.19	4,319.15
N	364,292	364,292	364,292	364,292	364,292	364,292
Number of tracts	745	745	745	745	745	745

Note. Robust standard errors clustered by census tract in parentheses. All children surveilled in Michigan Department of Community Health data system from 2001 to 2009 who reside within 10 km of a FAAOP airport ($N = 27$) are included in the analysis. Distance is measured in kilometers from the population-weighted centroid of each census tract where a child resides to the nearest FAAOP airport. PEA traffic corresponds to the observed number of departures and arrivals at a FAAOP airport matched to the month of blood draw for a potentially exposed child. The blood lead thresholds of $\geq 5 \mu\text{g}/\text{dL}$ and $\geq 10 \mu\text{g}/\text{dL}$ correspond to the CDCs current and past reference values for elevated blood lead, respectively. In columns 3–6, interacted variables are centered at their means.

* $p < .10$.

** $p < .05$.

*** $p < .01$.

nearest FAAOP airport and temporally to the month of blood draw.¹³ The reported test exploits variation in lead deposition from PEA traffic that is at least partly governed by exogenous local meteorological conditions. These conditions vary meaningfully across FAAOP airport locations.

Columns 1 and 2 report main effects for the distance, PEA traffic volume, and downwind risk variables. A 1 km increase in airport distance decreases the odds of a child eclipsing both present and past CDC thresholds by 3.4%. These distance effects for our subset of FAAOP airports are consistent with the distance effects reported in table 3 for all GNIS airports. Staying with columns 1 and 2, we find that an increase of 100 PEA operations per month increases the odds that a child's BLL ≥ 5 $\mu\text{g}/\text{dL}$ by a factor of 1.028 (95% CI: 1.019, 1.040), and by a factor of 1.036 (95% CI: 1.017, 1.056) with respect to the odds of a child's BLL ≥ 10 $\mu\text{g}/\text{dL}$.

Columns 3 and 4 in table 5 report coefficients on the risk of elevated BLL among sampled children for two-way interactions involving PEA traffic. Intuitively, the PEA traffic exposure effect decreases in distance and increases in the percentage of downwind days. Thus, PEA traffic affects children proximate to airports more strongly than children distant from airports. The increased likelihood of exceeding 5 $\mu\text{g}/\text{dL}$ for a given increase in PEA traffic of 100 operations decreases about 1% for every 1 km increase in airport distance. Regarding the interaction of PEA traffic and downwind risk, column 3 shows that the PEA traffic exposure effect increases a third of a percent for every 1% increase in downwind days. Columns 5 and 6 show coefficients for the three-way interaction of the main risk variables. As expected, prevailing wind direction functions to attenuate the airport proximity effect of PEA traffic. Given the positive coefficient on the two-way interaction of distance and downwind risk, the three-way interaction can be interpreted as showing that prevailing wind expands the radius of at-risk children.

Figure 3, panels A and B, plots results from column 3 in table 5. In both panels, the predicted probability of a child's BLL level ≥ 5 $\mu\text{g}/\text{dL}$ is on the y -axis and PEA traffic is on the x -axis (moving in percentile rank units). Panel A summarizes the effect of PEA traffic at three distances (1 km, 4 km, and 7 km) from the nearest FAAOP airport. Predicted probabilities are derived with all other covariates fixed at their sample means. At 7 km from a FAAOP airport, change in PEA traffic has no meaningful effect on the

13. Results involving other operationalizations of PEA traffic exposure risk, including current month, previous month, 2 months previous, as well as 2- and 3-month rolling averages of PEA traffic are available from the authors on request. Including more than one operation of PEA traffic produces severe multicollinearity. The current month versus prior month PEA traffic correlation is very high ($r = 0.955$). Consistent with the known half-life of lead in the blood stream, we find that the PEA traffic effect dissipates in time lag. The 1-month lag coefficient is half the size of the current month PEA operationalization, with the effect of the 2-month lag on the likelihood of elevated blood lead being indistinguishable from chance.

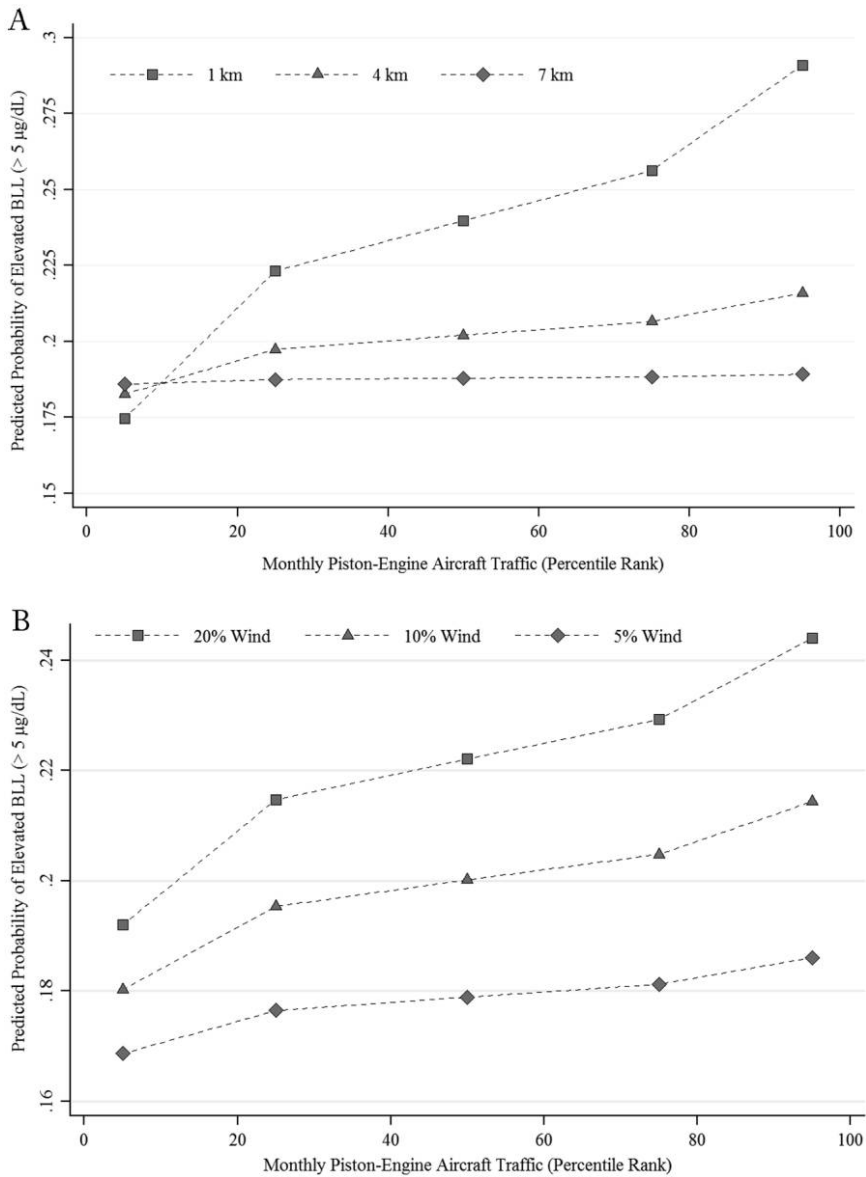


Figure 3. Predicted probabilities of elevated blood Pb ($\geq 5 \mu\text{g}/\text{dL}$) by PEA traffic and distance to nearest airport and by PEA traffic and downwind risk. Panels A and B graph results from column 3 in table 5. In both panels, the predicted probability of a child's BLL level $\geq 5 \mu\text{g}/\text{dL}$ is on the y-axis, and PEA traffic in on the x-axis (moving in percentile rank units). Panel A summarizes the effect of PEA traffic at three distances (1 km, 4 km, and 7 km) from the nearest FAAOP airport. Predicted probabilities are derived with all other covariates fixed at their sample means.

BLLs of children. At 4 km from an airport, PEA traffic has a modest effect on the predicted probability of a child clearing the CDC's threshold of concern ($\geq 5 \mu\text{g}/\text{dL}$) when going from the 5th to the 95th percentile in PEA traffic. At 1 km, changing PEA traffic has a pronounced effect, increasing the predicted probability of threshold exceedance in going from the 5th to the 95th percentile in PEA traffic by about 70%. Thus, as expected, the PEA traffic effect amplifies in airport proximity.

Panel B summarizes the effect of PEA traffic at three downwind conditions—5%, 10%, and 20%—capturing the percentage of wind days that flow toward the neighborhood of a child. Other things held equal, the exceedance probability with respect to PEA traffic increases more steeply as we move from low to high downwind risk. At the 5th percentile in PEA traffic, children exposed to 5% downwind risk have a predicted probability of elevated BLL ($\geq 5 \mu\text{g}/\text{dL}$) of 0.169 (95% CI: 0.151, 1.186), while children facing 20% downwind risk have a predicted probability of elevated BLL of 0.192 (95% CI: 0.179, 0.205). At the 95th percentile in PEA traffic, the differential in the predicted probability of threshold exceedance among children at 5% versus 20% downwind risk increases (from 0.023 to 0.058).

4. SOCIAL BENEFITS

To quantify the significance of the results for policy, we conservatively estimate the social benefits of a reduction in monthly PEA traffic from the 50th (407) to the 10th (133) percentile in total departures and arrivals, equivalent to a two-thirds reduction in avgas deposition at the representative airport. Our choice to emphasize a movement from the 50th to 10th percentile corresponds to a reduction in PEA traffic at the representative airport to near zero, while staying within the support of the estimated distribution. This two-thirds reduction scenario also happens to coincide with the fraction of the existing fleet that could transition to motor vehicle gasoline with minimal adjustments (Kessler 2013). Marginal damage estimates behave consistently across various reduction scenarios.¹⁴

To estimate the social benefit of reduced avgas consumption, we leverage the regression coefficients from equation (3), and we use a standard syllogism in environmental health economics linking BLL to IQ point loss and IQ point loss to future earnings (Schwartz 1994; Grosse et al. 2002; Gould 2009). Table 6 summarizes the steps. First, according to Census Bureau data and tract distance calculations to the nearest airport, a total of 164,782 children reside within 2 km of an airport facility in Michigan. Columns A and B estimate the number of children falling into various

14. As discussed below, moving from the 50th to the 10th percentile implies a marginal damage estimate of \$10.69 per gallon. In contrast, moving from the 95th to the 5th percentile implies \$11.13 per gallon, 90th to 10th implies \$10.95 per gallon, 75th to 25th implies \$10.85 per gallon, and 25th to 10th implies \$10.55 per gallon.

Table 6. Estimated Gain in Present Discounted Value of Lifetime Earnings from IQ Point Gain from Reduction in PEA Traffic from 50th to 10th Percentile

	Risk Categories							
	Affected Children (No.) under 10th Percentile PEA Traffic (A)	Affected Children (No.) under 50th Percentile PEA Traffic (B)	Average BLL per Risk Bin ($\mu\text{g}/\text{dL}$) (C)	Average IQ Point Loss per $\mu\text{g}/\text{dL}$ (D)	IQ Point Loss under 10th Percentile PEA Traffic (E)	IQ Point Loss under 50th Percentile PEA Traffic (F)	IQ Point Gain Attributable to PEA Traffic Decrease from 50th to 10th Percentile (G)	Gain in Present Discounted Value of Lifetime Earnings (\$) from Decrease in PEA Traffic (\$1 Million) (H)
< 5 $\mu\text{g}/\text{dL}$	132,806	131,151	2.40	0	0	0	0	\$0
	[131,522–134,089]	[129,942–132,359]						
5–10 $\mu\text{g}/\text{dL}$	25,673	26,764	6.42	.513	84,552	88,145	3,593	\$64.00
	[24,933–26,413]	[26,067–27,460]			[82,115–86,990]	[85,850–90,440]	[3,450–3,735]	[\$61.46–\$66.53]
10–20 $\mu\text{g}/\text{dL}$	5,398	5,870	13.55	.19	31,331	34,075	2,744	\$48.88
	[4,980–5,815]	[5,460–6,281]			[28,906–33,756]	[31,693–36,456]	[2,700–2,787]	[\$48.10–\$49.65]
> 20 $\mu\text{g}/\text{dL}$	906	997	28.84	.11	7,250	7,982	732	\$13.03
	[780–1,032]	[896–1,099]			[6,242–8,257]	[7,169–8,794]	[537–927]	[\$9.57–\$16.51]
Total	164,782	164,782			123,133	130,202	7,069	\$125.90
					[117,263–129,003]	[124,712–135,690]	[6,687–7,449]	[\$119.11–\$132.69]

Note. Estimated count of children by BLL categories in columns A and B are derived from equation (3), setting T (representing the monthly sum of PEA arrivals and departures) at 133 for 10th percentile in PEA traffic and 407 for the 50th percentile in PEA traffic, and fixing other covariates at sample means. Row 2, column $E = A \times C \times D$; row 2, column $F = B \times C \times D$; row 2, column $G = F - E$; and column $H = G \times \$17$.

BLL categories, ranging from $<5 \mu\text{g}/\text{dL}$ to $>20 \mu\text{g}/\text{dL}$ under 10th and 50th percentile levels of monthly PEA traffic respectively. These BLL categories correspond to observed breaks in the nonlinear association of IQ and BLL (Lanphear et al. 2005; Gould 2009). The count of children per BLL category is estimated by equation (3) under 10th and 50th percentile traffic scenarios.¹⁵

The number of children above the CDC's reference value of $5 \mu\text{g}/\text{dL}$ is higher in column *B* (reflecting more PEA traffic) than in column *A* (reflecting less PEA traffic). Columns *C* and *D* indicate the average BLL level within each BLL category and the average IQ point loss per $\mu\text{g}/\text{dL}$, respectively. The marginal effects in column *D* are from Gould (2009), Lanphear et al. (2005), and Canfield et al. (2003). Columns *E* and *F* estimate IQ point loss under 10th and 50th percentile PEA traffic by multiplying the estimated number of affected children (in cols. *A* or *B*), the average BLL level per at-risk category, and the average IQ point loss per $\mu\text{g}/\text{dL}$ by BLL category. The sum of IQ points gained in going from the 50th to the 10th percentile in PEA traffic (7,069 IQ points) is reported in column *G*. This reflects the difference between columns *F* and *E*.

Following others (Schwartz 1994; Salkever 1995; Grosse et al. 2002; Nevin et al. 2008), each IQ point gained corresponds to a gain in the present discounted value of lifetime earnings of \$17,815 (2006 US\$). Multiplying this by the sum of IQ points gained (7,069) gives a total social benefit of \$126 million (95% CI: \$119–\$133 million). This benefit would be realized for subsequent cohorts of children (0–5 years of age) in Michigan. Assuming population density near airports and other conditions in Michigan generalize, this suggests a national benefit of about \$4.9 billion.¹⁶ It also implies an external social cost of \$10.69 per gallon for currently formulated avgas in Michigan. This estimate is not comprehensive since it reflects gains to only a subset of the population (children ≤ 5 years of age), and it considers only one benefit channel (IQ loss). Including health care and special education costs averted, as well as behavioral and crime control costs, would lead to a higher estimate (Gould 2009).

15. Fixing other covariates at their means, we estimate the proportion of children exceeding specified thresholds under 10th and 50th percentile PEA traffic scenarios. The derived proportions are then multiplied by the count of children in census tracts within 2 km of an airport (specifically, 164,782) to get the count of children per BLL category.

16. In Michigan, there are 164,782 children within 2 km of airports, while the corresponding national number is an estimated 6.4 million. Scaling the Michigan benefit estimate nationally, under the 50th percentile in PEA traffic, total IQ point loss attributable to PEA traffic is 405,583 and social damages are \$7.2 billion. Nationally, under the 10th percentile in traffic, total IQ point loss attributable to PEA traffic is 129,740 and social damages are \$2.3 billion. The difference in social damages under 50th and 10th percentile of PEA traffic gives our figure of \$4.9 billion.

5. CONCLUSION

The consequences of lead exposure in childhood are lasting. Neural-imaging studies find that adults exposed to lead as children have reduced gray matter in regions of the brain known to govern executive judgment, impulsivity and mood regulation (Cecil et al. 2008, 2011). Economists have convincingly linked these intellectual and socio-emotional traits of judgment and impulsivity to long-term life outcomes (Doyle et al. 2009; Cunha and Heckman 2010; Currie and Almond 2011). Consistent with this general literature on the long reach of childhood, Jessica Reyes (2015, 1) has shown that persons exposed to lead in early life experience “an unfolding series of adverse behavioral outcomes: behavior problems as a child, pregnancy and aggression as a teen, and criminal behavior as a young adult.”

Past lead control efforts have generated sizable social benefits (Grosse et al. 2002; Gould 2009; Pichery et al. 2011; Jones 2012), with mean BLLs for children one to five years old declining from 14.9 $\mu\text{g}/\text{dL}$ in 1976 to 1.7 $\mu\text{g}/\text{dL}$ two decades later (Gould 2009). Despite this dramatic success, BLLs remain high for over half a million children in the United States (Zahran et al. 2011). The current study provides clear evidence that elevated BLLs in children proximate to airports is at least partly attributable to avgas deposition from piston-engine aircraft.

Specifically, the odds that a child’s BLL will eclipse CDC thresholds for concern increases dose-responsively in proximity to airports, declines measurably in neighborhoods proximate to airports in the months following 9/11, increases dose-responsively in the flow of PEA traffic, and increases significantly in the percentage of downwind risk days. Meanwhile, statistical interactions between residential distance, PEA traffic, and downwind risk all behave in intuitive ways, supporting the claim that avgas deposition is an independent source of lead exposure risk for children. As shown in table 3, children residing within 1 km of a GNIS airport are 25% and 45% more likely to exceed present and past thresholds of concern than children at ≥ 4 km from an airport. As shown in figure 3, panel A, the predicted probability of exceeding the current CDC threshold for concern for a child residing within 1 km of airport nearly doubles in going from low (5th percentile) to high (95th percentile) PEA traffic.

According to the analysis, a hypothetical reduction in PEA traffic from the 50th to the 10th percentile would generate a 5-year cohort benefit of \$126 million for Michigan and \$4.9 billion nationwide.¹⁷ Accompanying such a reduction, the number of children falling below the CDC current reference threshold of 5 $\mu\text{g}/\text{dL}$ would increase

17. Our nationwide 5-year cohort benefit of \$4.9 billion is similar to Wolfe et al.’s (2016) 1-year cohort estimate of \$1.06 billion in economic damages from elevated atmospheric lead exposure using the Community Multi-Scale Air Quality model. Wolfe et al. (2016) note that the monetary impacts of aviation lead emissions are similar in magnitude to noise, climate change, and air quality degradation from all commercial operations.

by about 1,600 children in Michigan and 64,000 children nationwide. To put this in perspective, the recent catastrophic failure of the water treatment system in Flint, Michigan, increased the number of children with elevated BLLs by approximately 200 (Hanna-Attisha et al. 2016).¹⁸ The comparison is imperfect since the Flint water crisis occurred at a different time period, with a lower baseline fraction of children with BLLs ≥ 5 $\mu\text{g}/\text{dL}$, and because the Flint case involved explicit acts of commission. Nevertheless, the comparison demonstrates the large scale of social damages that can be attributed to the ongoing consumption of avgas in the United States.

Under current regulations, these damages are unpriced. An emission fee that forced consumers to internalize these costs—a tax of approximately \$10 per gallon compared to a pump price of approximately \$6¹⁹—would likely cause a rapid transition away from lead-formulated avgas by the roughly two-thirds of the existing PEA fleet for which the lead additive is noncritical (Kessler 2013). In addition, by creating strong incentives for innovation and for the gradual turnover of the lead-dependent fleet, such a policy would set the stage for the eventual phase out of lead from the aviation sector.

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18. Hanna-Attisha et al. (2016) find that the percentage of sampled children in Flint, Michigan, with elevated BLLs increased from 2.4% to 4.9% following the water source change. We derive the estimated count of affected children by the water source change by taking the count of children under five (8% of a population of 102,434, Census, April 1, 2010) multiplied by the figures reported by Hanna-Attisha et al.

19. Of course, the efficient emission tax would be applied to the lead content of gasoline, so the tax per gallon would vary for different formulations of avgas. The estimate of \$10.69 applies to an average gallon of avgas sold in Michigan over the sample period. This is equivalent to \$5.60 per gram of lead.

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Leaded Aviation Gasoline Exposure Risk at Reid-Hillview Airport in Santa Clara County, California



Tuesday 3rd August, 2021

Preface

This report presents findings of a study sponsored by the County of Santa Clara and in cooperation with the California Department of Public Health (CDPH), Childhood Lead Poisoning Prevention Branch (CLPPB). The views and analysis presented here are those of the authors, and do not necessarily reflect the views of the County of Santa Clara or the CDPH. Pursuant to a Board request, this research was conducted by Mountain Data Group to assess statistical associations between the blood lead levels of sampled children and indicators of aviation gasoline exposure risk around Reid-Hillview Airport.

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List of Abbreviations

ACS	American Community Survey
BLLs	Blood Lead Levels
CAA	Clean Air Act
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
CLPPB	Childhood Lead Poisoning Prevention Branch
E16	San Martin Airport
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FFE	Fuel Flowage Fee
FWC	Flint Water Crisis
LTO	Landing-Takeoff
NUQ	Moffett Federal Airfield
PAO	Palo Alto Airport
Pb	Lead
PEA	Piston Engine Aircraft
RHV	Reid-Hillview Airport
SES	Socioeconomic Status
SJC	Norman Y. Mineta San Jose International Airport
TEL	Tetraethyl-lead
TFMSC	Federal Aviation Administration Traffic Flow Management System Counts
TRI	Toxic Release Inventory

Executive Summary

Background

Lead (Pb) is a naturally occurring and ubiquitous metal, used in human industry since antiquity. Lead emissions persists in the lived environment. Lead ingested or inhaled resides in the human bloodstream for about sixty days, but can persist in human tissue, the brain, and the skeletal system for many decades after an exposure event. Lead has no known biological purpose in the human body.

As noted by Bellinger and Bellinger (2006), because “lead serves no useful purpose in the body, exposure to it – regardless of route – can lead to toxic effects.” Children exposed to lead suffer substantial, long lasting, and possibly irreversible negative health, behavioral, and cognitive outcomes. Importantly, negative cognitive and behavioral effects in lead-exposed children are higher at lower blood lead levels (BLLs), with deleterious effects observable at BLLs in the range of 2 to 3 $\mu\text{g}/\text{dL}$ (Miranda et al., 2007, 2009). On the question of safe exposure, the Centers for Disease Control and Prevention (CDC) states: “No safe blood lead level in children has been identified. Even low levels of lead in blood have been shown to affect IQ, ability to pay attention, and academic achievement.”

Over the last four decades, the BLLs of children in the United States have declined significantly, coincident with a series of policies that expelled lead from paint, plumbing, food cans and automotive gasoline. Most effective was the phase-out of tetraethyl lead (TEL) from automotive gasoline induced by provisions of the Clean Air Act (CAA) of 1970. While TEL is no longer used as an additive in automotive gasoline, it remains a constituent in aviation gasoline used by an estimated 170,000 piston-engine aircraft (PEA) nationwide.

Consumption of lead-formulated aviation gasoline accounts for about half to two thirds of current lead emissions in the United States (Kessler, 2013). In a recently published consensus study on *Options for Reducing Lead Emissions by Piston-Engine Aircraft* by

the National Academies of Sciences, Engineering, and Medicine, the authors note: “While the elimination of lead pollution has been a U.S. public policy goal for decades, the GA [General Aviation] sector continues to be a major source of lead emissions.” (2021, pg. 10-11).

Several studies have linked aviation gasoline use to elevated atmospheric lead levels in the vicinity of airports. The U.S. Environmental Protection Agency (EPA) estimates that four million persons reside, and about six hundred K-12th grade schools are located, within 500 meters of PEA servicing airports (EPA, 2020b). Zahran et al. (2017a) estimate that sixteen million persons – and about three million children – live within a kilometer of such airport facilities. The disposition of aviation gasoline around such airports may be a meaningful source of child lead exposure. To date, two studies have explicitly statistically linked aviation gasoline usage to blood lead levels of children residing in the vicinity of general aviation airports, showing the child BLLs increase in proximity to general aviation airports and increase dose-responsively with the volume of piston-engine aircraft traffic at general aviation airports.

Research Objective

The risk of aviation gasoline exposure for children varies considerably by airport, depending on 1) the volume of piston-engine aircraft traffic at the airport, 2) child residential proximity to the airport, and 3) child residential near angle to airport runways. Reid-Hillview Airport (RHV) is among a subset of airports identified by the EPA as having highest potential to exceed National Ambient Air Quality Standards for lead because of the combustion of leaded aviation gasoline. In this study, a team of data scientists from Mountain Data Group assessed whether the BLLs of sampled children around Reid-Hillview Airport are statistically associated with indicators of aviation-related lead exposure, net of other lead exposure pathways. To accomplish this objective, data were collected from various sources and analyzed using established statistical and econometric methods.

Materials and Methods

California Department of Public Health Data

Permission to analyze blood lead data was granted by agreement with the Childhood Lead Poisoning Prevention Branch (CLPPB) of the California Department of Public Health (CDPH). Restricting to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles of Reid-Hillview Airport, and sampled between January 1st, 2011 and December 31st, 2020, over 17,000 blood lead samples were obtained for statistical analysis.

The main outcome variable of analytic interest is *Blood Lead Level* (BLL) measured in micro-grams per deciliter of blood ($\mu\text{g}/\text{dL}$ units). In extended analyses, BLLs are divided into a set of ordered categories moving in increments of $1.5 \mu\text{g}/\text{dL}$ from 0 to $\geq 4.5 \mu\text{g}/\text{dL}$, the CDPH-defined threshold for service action. Also from CDPH data holdings, five control variables were obtained that are known to be correlated with child BLLs, including: child gender, child age, method of blood draw, sample detection limit, and sample order.

Main Indicators of Exposure Risk

Residential Distance

The Haversine distance from the residential address of a sampled child to Reid-Hillview Airport was calculated. Using distance information on each child as an indicator of exposure risk, we test whether BLLs increase measurably with proximity to Reid-Hillview Airport. Following previous research (Miranda et al., 2011; Zahran et al., 2017a), residential distance is analyzed both continuously and by division into categories of distance: < 0.5 miles, 0.5 to 1 mile, and 1 to 1.5 miles from Reid-Hillview Airport. Over the period of January 1st, 2011 to December 31st, 2020, we observe a total of 1,065 records at < 0.5 miles, 6,472 records at 0.5 to 1 mile, and 9,704 at 1 to 1.5 miles from Reid-Hillview Airport. Insofar as aviation gasoline exposure is a source of risk, and other things held equal, children in the nearest orbit to Reid-Hillview Airport should present with higher BLLs as compared to children in outer orbits.

Residential Near Angle

Airport proximity, by itself, is an imperfect indicator of aviation gasoline exposure risk. The fate and transport of lead emissions depend on the direction of prevailing winds. Insofar as aviation gasoline is an independent source of lead exposure, two children equidistant to the same airport face different risk of elevated blood lead depending on the child's residential near angle to the airport. In this study, each sampled child is assigned a near angle to Reid-Hillview Airport corresponding to the four cardinal directions of North, East, South and West. We observe 5,962 blood lead records residing North of Reid-Hillview Airport, 1,170 records East, 3,495 records South, and 6,614 records West of the airport. We also calculate the number of days that winds drift in the direction of a sampled child's residence from the date of blood draw. Because prevailing winds at Reid-Hillview Airport emanate from the West Northwest, children East of Reid-Hillview Airport should present with higher BLLs, other things held equal.

Piston-Engine Aircraft Traffic

The volume of PEA traffic varies meaningfully between airports and within an airport in time. Therefore, two children residing in the same household but sampled at different moments in a calendar year may present with different BLLs, depending on the coincidence of PEA traffic activity. To capture this channel of risk, we collected data on PEA departures and arrivals from Federal Aviation Administration Traffic Flow Management System Counts (TFMSC). Also, fuel flowage fee (FFE) data were obtained from personnel at the Roads and Airports Department of Santa Clara County. The FFE data track monthly quantities of aviation gasoline (100LL) sold to fixed-base operators at Reid-Hillview Airport from 2011 to 2019. Insofar as aviation gasoline exposure is a source of risk, then the BLLs of sampled children should correlate statistically with measured quantities of PEA traffic and aviation gasoline sales.

Control Variables

Lead-emitting industrial facilities are more common in the vicinity of airports (Zahran et al., 2017a). Children that are proximate to airports are therefore simultaneously proximate to other point source emitters of lead. Failing to account for this spatial coincidence can produce biased estimates of aviation gasoline exposure risk vis-à-vis child BLLs. The EPA's Toxic Release Inventory (TRI) system tracks the industrial management of over 650 listed chemicals that pose harm to humans and the environment. We collected records on all facilities in Santa Clara County with reported on-site releases of lead between 2011 to 2020, and calculated the Haversine distance of every sampled child to each of these TRI facilities operating in the year of blood draw.

Legacy use of lead-based paint remains an exposure risk to children. Exposure to lead-based paint is primarily a problem in older homes. By 1960, use of lead-based paint subsided by more than 90% from peak usage in the 1920s. Still, children in the United States may ingest paint chips or may be exposed to dust from deteriorating or haphazardly removed lead-based paint in homes built in the era before 1960. We collected American Community Survey data on the fraction of homes in a child's neighborhood built before 1960. In analyses that follow, each sampled child in our data is assigned a lead-based paint exposure risk according to the neighborhood of residence and year of blood draw, as captured by the percentage of homes built before 1960.

Studies show that children of low socioeconomic status are at greater risk of presenting with elevated BLLs (Campanella and Mielke, 2008; Zahran et al., 2010). Socioeconomic status proxies for household resources, knowledge about the dangers of, and protective actions taken against lead exposure (Zahran et al., 2017a). In addition to demographic information present in CDPH data, we measured the percentage of adults with a college degree, median home prices, and median household incomes to characterize the socioeconomic status of a child's residential neighborhood. These data were also collected from the American Community Survey.

Statistical Methods

To assess whether child BLLs (measured in units of $\mu\text{g}/\text{dL}$) are statistically associated with indicators of aviation gasoline exposure risk, net of other factors, we deploy a least squares estimator with census block fixed effects, and with bootstrapped standard errors to account for heteroskedasticity and to relax distributional assumptions. To allow for non-linear associations, we use flexible specifications with categorical versions of continuous variables of interest, such as distance to the airport and PEA traffic. In extended analyses, we reconstitute our response variable in ordered categorical terms, defining mutually exclusive BLL categories ranging from 0 to exceedance of the CDPH-defined threshold of action of $\geq 4.5 \mu\text{g}/\text{dL}$. The purpose here is to investigate threshold effects with respect to our main indicators of aviation gasoline exposure risk and to relax the assumption of precisely measured BLLs. Within this framework, we execute a series of Ordered Logit models estimating the odds that a sampled child's BLL exceeds a specified blood lead category as potentially resulting from exposure risk to lead-formulated aviation gasoline.

Main Results

Residential Distance Results

Evidence presented in Table 3 and Figure 9 indicates that children proximate to Reid-Hillview Airport present with systematically higher BLLs, net of other measured sources of lead exposure risk, child characteristics, and neighborhood conditions. This result is compatible with exposure risk to aviation gasoline, and consistent in direction and magnitude with previous studies (Miranda et al., 2011; Zahran et al., 2017a). As shown in Table 3, children within 0.5 miles of Reid-Hillview Airport have BLLs that are about $1/5^{\text{th}}$ of a $\mu\text{g}/\text{dL}$ higher than statistically similar children more distant from Reid-Hillview Airport. This calculated difference is equivalent to about 50% of the estimated surge in child BLLs at the height of the Flint Water Crisis (FWC) of 0.35 to 0.45 $\mu\text{g}/\text{dL}$ over baseline BLLs in Flint (Zahran et al., 2017c). These results are supported by analyses involving models

with residential distance measured continuously and applying various transformations to both distance and child BLLs. As shown in Table 4, across all such models, child BLLs decrease statistically significantly with distance from Reid-Hillview Airport.

Residential Near Angle Results

Evidence presented in Table 5 and Figure 10 indicates that sampled children residing East and downwind of Reid-Hillview Airport have substantively higher BLLs. As compared to sampled children residing West (and predominately upwind) of Reid-Hillview Airport, sampled children residing East (and predominately downwind) of Reid-Hillview, present with BLLs that are 0.4 $\mu\text{g}/\text{dL}$ higher, other things held equal. This estimated margin of difference of 0.4 $\mu\text{g}/\text{dL}$ is approximately equal to the measured difference between children sampled at the peak of the FWC relative to children sampled before the FWC (Zahran et al., 2017c). These results are also supported by ancillary analyses involving the calculation of downwind days, showing that BLLs among sampled children increase significantly in the count of wind days drifting in the direction of a child's residence.

Piston-Engine Aircraft Results

Evidence presented in Table 6 and Figure 11 indicates that child BLLs increase significantly with exposure to piston-engine aircraft operations at Reid-Hillview Airport, net of all other factors. In going from the minimum to the maximum of child PEA traffic exposure, we find that child BLLs increase by 0.163 to 0.387 $\mu\text{g}/\text{dL}$, depending on the presence of control variables. This result holds with the division of PEA traffic into terciles, suggesting that child BLLs increase dose-responsively with PEA traffic. Moreover, as shown in Figure 13, the estimated positive association between child BLLs and PEA traffic is robust to the substitution of PEA traffic for the quantity of aviation gasoline sold at Reid-Hillview Airport, an independent indicator of lead exposure risk.

Extended Results

Blood Lead Threshold Results

Results on BLL threshold outcomes reported in Table 7 and Figure 14 are consistent with linear model results reported in Section 4. All indicators of aviation gasoline exposure risk – residential proximity to Reid-Hillview Airport, residing East and predominately downwind of Reid-Hillview Airport, and exposure to high PEA traffic – meaningfully increase the odds that a sampled child presents with a $BLL \geq 4.5 \mu\text{g}/\text{dL}$ relative to the combined odds of presenting with a lower category of blood lead. Specifically, we estimate that the probability of exceeding $4.5 \mu\text{g}/\text{dL}$ for sampled children in the nearest orbit is 20% and 27% higher than children in outer orbits of 0.5 to 1 mile and 1 to 1.5 miles, respectively. With respect to near angle, the probability of a sampled child residing East (predominantly downwind) of RHV presenting with a $BLL \geq 4.5 \mu\text{g}/\text{dL}$ is about 200% higher than sampled children West of Reid-Hillview Airport (and predominantly upwind). With respect to PEA traffic exposure, children exposed to maximum traffic have an estimated probability of superseding $4.5 \mu\text{g}/\text{dL}$ that is about 29% higher than children sampled in moments of minimum PEA traffic.

PEA Traffic Exposure × Residential Distance Results

The evidence presented in Table 8 and Figure 15 suggests that children residing within 0.5 miles of Reid-Hillview Airport are especially vulnerable to increases in PEA traffic. Children more distant from Reid-Hillview Airport (0.5 to 1.5 miles) experience a modest increase in BLLs of about $1/10^{\text{th}}$ of $\mu\text{g}/\text{dL}$ from an increase in PEA traffic from the minimum to the maximum. By contrast, among sampled children at < 0.5 miles of Reid-Hillview Airport, an increase from the minimum to maximum exposure to PEA traffic is associated with an estimated $0.83 \mu\text{g}/\text{dL}$ increase in BLLs – an effect that is substantively higher than the increase in BLLs caused by water system failures during the FWC. These results are supported by ancillary analyses presented in Figure 16 involving the statistical interaction between distance and aviation gasoline sales at Reid-Hillview Airport.

PEA Traffic Contraction Period Results

As the COVID-19 pandemic gripped the country, state and local governments enacted various restrictions on the behavior of households and firms to limit the spread of the disease. Corresponding with these efforts in Santa Clara County, PEA traffic declined over baseline levels by an estimated 35-45% at Reid-Hillview Airport over the months of February to July of 2020. As shown in Table 10 and Figure 17, children sampled in this PEA traffic contraction period presented with significantly lower BLLs – about 1/4th of a $\mu\text{g}/\text{dL}$ lower – than children sampled outside this contraction window.

School Commuting Results

Knowing where school-aged children reside and assuming that such children attend the nearest grade-serving school, one can compute the distance a child commutes toward or away from Reid-Hillview Airport to attend school. Other things held equal, the evidence presented in Table 11 and Figure 19 indicates that commuting away from Reid-Hillview Airport to attend school is negatively correlated with child BLLs. Sampled children that commute toward Reid-Hillview Airport for school by 1 mile from their place of residence have predicted BLLs that are $0.65 \mu\text{g}/\text{dL}$ higher than sampled children commuting away from Reid-Hillview Airport for school by 1 mile.

Inclusion of All Airports Results

As indicated in Federal Aviation Administration (FAA) data, four other airports located in Santa Clara County service piston-engine aircraft, including Moffett Federal Airfield (NUQ), Palo Alto Airport (PAO), Norman Y. Mineta San Jose International Airport (SJC), and San Martin Airport (E16). Across an ensemble of tests, the results reported in Section 4 and Section 5 pertaining to Reid-Hillview Airport are statistically upheld with the inclusion of children proximate to other airports in Santa Clara County with non-zero piston-engine aircraft activity. Estimated coefficients are similar in direction and magnitude as RHV-specific analyses.

Reduction Scenario

To provide additional quantitative meaning to our results, we conservatively estimate the social benefits of a simulated reduction in PEA traffic from the 50th (observed median) to the 1st percentile (observed minimum). Social benefits are quantified with a standard syllogism in environmental health economics (PEA Traffic → Child BLLs → IQ → Lifetime Earnings) linking lead exposure source to child BLLs to IQ points and to the net present value of future earnings. Leveraging coefficients from our Distance × PEA Traffic test reported in Table 8 and visualized in Figure 15, we estimate a gain of \$11.0 to \$24.9 million in discounted net present value of earnings for the cohort of children ≤ 18 years of age residing within 1.5 miles of Reid-Hillview Airport from a simulated reduction in PEA traffic. Our social benefit estimate is not comprehensive since it reflect gains to a subset of the population (children ≤ 18 years of age), and only one benefit channel (lifetime earnings from expected gains in IQ).

Concluding Remarks

At the height of the Flint Water Crisis, child BLLs surged over pre-crisis levels by an estimated 0.35 to 0.45 $\mu\text{g}/\text{dL}$. Under periods of high piston-engine aircraft traffic, children proximate to Reid-Hillview Airport experience an increase in BLLs excess of what the children of Flint experienced during the FWC. Because negative cognitive and behavioral outcomes in lead-exposed children are higher at lower blood lead levels – the dose-response is non-linear – limiting exposure to lead-formulated aviation gasoline can deliver sizable and lasting social benefits. On the matter of aviation gasoline exposure risk to families and children proximate to general aviation airports, the National Academies of Sciences, Engineering, and Medicine maintains: “Because lead does not appear to exhibit a minimum concentration in blood below which there are no health effects, there is a compelling reason to reduce or eliminate aviation lead emissions.” The ensemble of evidence compiled in this study supports the “compelling” need to limit aviation lead emissions to safeguard the welfare and life chances of at-risk children around Reid-Hillview.

1 Introduction and Background

Lead (Pb) is a naturally occurring and ubiquitous metal. Its physical properties of high malleability, ductility, low melting point, and resistance to corrosion invited widespread usage in human industry since antiquity (Flora et al., 2012). Lead persists in the lived environment because it is non-biodegradable. Lead enters the human body via inhalation or ingestion. The half-life of lead in the human bloodstream is about thirty days (Papanikolaou et al., 2005), but can persist in human tissue, the brain, and the skeletal system for many decades after an exposure event. Lead has no known biological purpose in the human body. The estimated pre-industrial concentration of lead in the human bloodstream is 0.016 $\mu\text{g}/\text{dL}$, more than 100-fold lower than the typical level observed in children in the United States today (Flegal and Smith, 1992).

1.1 Health and Human Capital Effects of Lead

While knowledge of the toxic effects of lead stretch back millennia, the evidence amassed by modern science indicates that the health and human capital costs of lead exposure in childhood are substantial, long lasting, and possibly irreversible. Numerous studies have linked elevated blood lead levels (BLLs) in children to cognitive and intellectual impairments, poor academic achievement, and higher risk of attention-deficit and hyperactivity disorders. Importantly, estimated marginal effects with respect to negative cognitive and behavioral outcomes in lead-exposed children are higher at lower BLLs (Nigg et al., 2010; Needleman and Gatsonis, 1990; Mielke and Zahran, 2012; Lanphear et al., 2005; Dietrich et al., 2001; Canfield et al., 2003).

Studies have also shown that lead exposure in childhood causes abnormal psychology and behavior in adolescence (Graff Zivin and Neidell, 2013). Curci and Masera (2018) find that childhood lead exposure results in higher incidents of juvenile delinquency in adolescence. Reyes (2015) links childhood lead exposure to “an unfolding series of adverse behavioral outcomes” that stretch into adolescence and early adulthood.

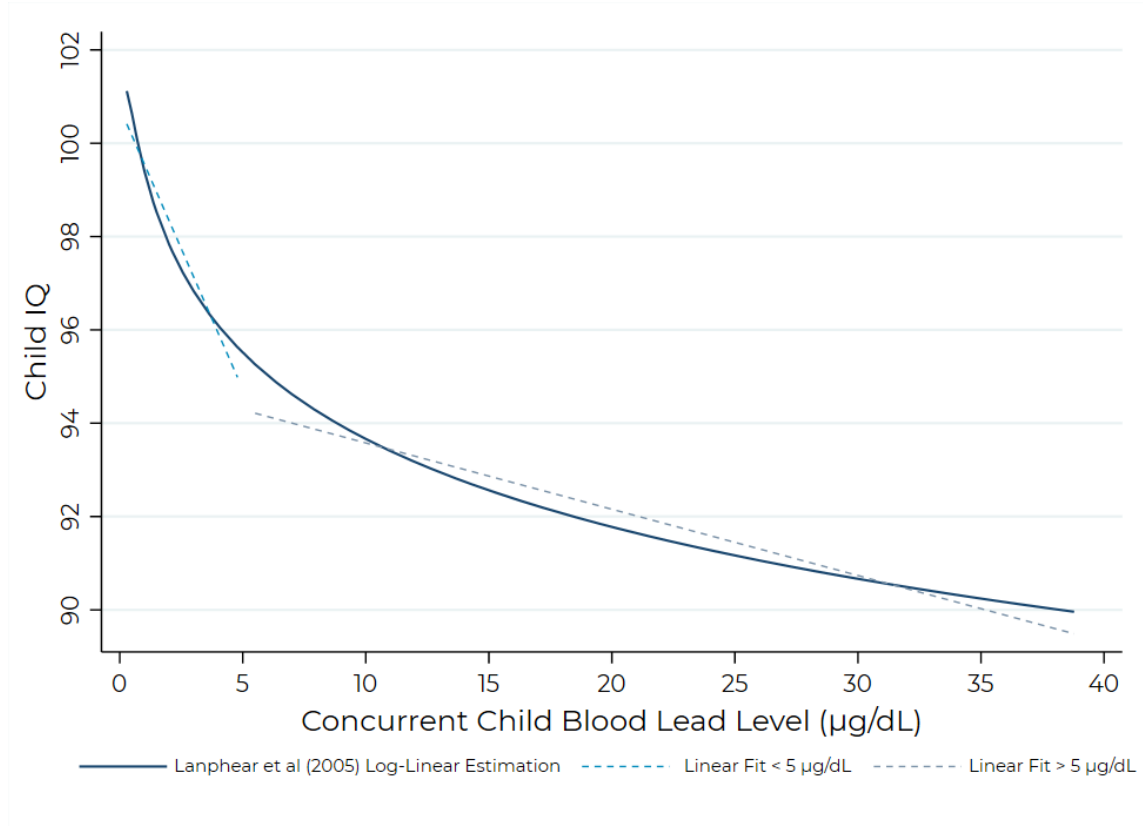
Childhood lead exposure has also been linked to adult-onset physical health problems, including hypertensive disorders, the malfunction of renal and cardiovascular systems, and all-cause and motor neuron disease mortality (Needleman and Gatsonis, 1990; Dietrich et al., 2001; Canfield et al., 2003; Lanphear et al., 2005; Nigg et al., 2010; Mielke and Zahran, 2012; Zahran et al., 2017b). Brain imaging studies find that adults exposed to lead as children present with volumetric loss in brain regions that govern judgment, decision-making and mood regulation (Cecil et al., 2008; Cecil, 2011), cognitive and socio-emotional traits that economists have linked to long-term life outcomes (Cunha et al., 2010; Almond and Currie, 2011; Doyle et al., 2013). In a recent study on the lasting consequences of child lead exposure, Reuben et al. (2017) find that adults in New Zealand exposed to lead in childhood had measurable reductions in IQ and occupational status in midlife, with these negative effects appearing to amplify over the life-course.

1.2 No Safe Blood Lead Level in Children

As noted by Bellinger and Bellinger (2006), because “lead serves no useful purpose in the body, exposure to it – regardless of route – can lead to toxic effects.” Indeed, numerous studies (Needleman, 2004; Lanphear et al., 2005; Desrochers-Couture et al., 2018) find that the dose-response relationship between child cognitive ability and blood lead is non-linear, with the loss in ability proportionately steeper at lower BLLs (see Figure 1). In an analysis of about 5,000 children ages 6 to 16, for example, Lanphear et al. (2000) report that performance on Wide Range Achievement Tests in arithmetic, reading, verbal comprehension, and perceptual reasoning decline discernibly at the lowest measurable levels of blood lead. As compared to children with negligible BLLs of $\leq 1 \mu\text{g}/\text{dL}$, average performance for children at 2 to 3 $\mu\text{g}/\text{dL}$ was lower by 4% to 6% across cognitive tests, with observable differences persisting in the presence of statistical controls.

Despite scientific evidence of decelerating dose-response curves with measurable deleterious effects in children at very low BLLs (Lanphear et al., 2005), the current reference value of the U.S. Centers for Disease Control and Prevention (CDC) of 5 $\mu\text{g}/\text{dL}$ is still rou-

Figure 1: Non-Linear IQ Response to Concurrent Child Blood Lead Level



Note: The data are from Lanphear et al. (2005) Figure 4, based on an international pooled analysis of low-level environmental lead exposure and children's intellectual function.

tinely and incorrectly used as a threshold for concern. The CDC is explicit on the statistical, not medical or epidemiological, meaning of this reference value. The threshold defines children with abnormally high BLLs – children that present with BLLs in the highest 2.5% of children tested.

Given the statistical nature of this threshold, the CDC reference value has undergone numerous revisions in time ¹ as child BLLs have declined and evidence amassed for harm at lower BLLs: 1971: 40 $\mu\text{g}/\text{dL}$; 1975: 35 $\mu\text{g}/\text{dL}$; 1985: 25 $\mu\text{g}/\text{dL}$; 1991: 10 $\mu\text{g}/\text{dL}$; 2012: 5 $\mu\text{g}/\text{dL}$. According to Bellinger and Bellinger (2006), each revision has been followed by a series of studies to determine “whether the new level used to define *normal* provided children with an adequate margin of safety.” The CDC summarizes the margin of safety question: “No safe blood lead level in children has been identified. Even low levels of lead in blood have been shown to affect IQ, ability to pay attention, and academic achievement.”

1.3 Tetraethyl Lead (TEL) in Aviation Gasoline

It might be tempting to assume that lead exposure in the United States is a rear-view or legacy problem. BLLs in children of the United States have declined substantially over the last four decades, coincident with a series of regulatory actions that expelled lead from paint, plumbing, food cans and automotive gasoline. Most effective among these interventions was the phase-out of tetraethyl lead (TEL) from automotive gasoline induced by provisions of the Clean Air Act (CAA) of 1970.²

¹Recent research indicates “The 97.5th percentile BLL based on NHANES 2011 to 2014 results in children 1 to 5 years is 3.48 $\mu\text{g}/\text{dL}$, 30 percent lower than the current reference value of 5 $\mu\text{g}/\text{dL}$ (Caldwell et al., 2017)

²Under the CAA, the removal of lead from gasoline launched in 1975. Over the next two decades, lead entering the environment from automobile emissions declined precipitously. Though the policy was enforced at the national level, the incentive structure for compliance, and the characteristics of the petroleum and automobile industries, produced significant variation in lead emissions across states between 1975 and 1990. Leveraging this between-state variation in phase-out efforts, Keyes and Zahran (2021) estimate that child BLLs decreased by about 40% for every g/gal reduction in TEL concentrations over this phase-out period.

While TEL is no longer used as an additive in automotive gasoline, it remains a constituent in aviation gasoline used by an estimated 170,000 piston-engine aircraft (PEA). These aircraft constitute about 70% of the U.S. air fleet. The rationale for continued use of TEL in aviation gasoline is aircraft safety. TEL is one of the best-known additives for mitigating the risk of *knocking* that can lead to sudden engine failure (Ells, 2006). The high intensity at which aircraft engines operate explains why TEL remains an additive in aviation gasoline even though it has been effectively banned from other transportation fuels. While Swift Fuels, LLC has produced an effective substitute to lead-formulated aviation gasoline covering an estimated two-thirds of aircraft in the general aviation fleet, more investment in airport infrastructure is necessary to enable transition.

Tens of millions of gallons of TEL-formulated gasoline are consumed by piston-engine aircraft (PEA) annually. The consequent emissions from this consumption accounts for about half to two thirds of current lead emissions in the United States (Kessler, 2013). In a recently published consensus study on *Options for Reducing Lead Emissions by Piston-Engine Aircraft* by the National Academies of Sciences, Engineering, and Medicine, the authors note: “While the elimination of lead pollution has been a U.S. public policy goal for decades, the GA [General Aviation] sector continues to be a major source of lead emissions” (2021, pg. 10-11).

1.4 Deposition of Lead from Aviation Gasoline

While the quantity of aviation gasoline consumed by PEA is historically low by comparison to the consumption of lead-formulated automotive gasoline, the emissions from piston-engine aircraft are highly spatially concentrated. Lead from aviation gasoline deposits near airports. The U.S. Environmental Protection Agency (EPA) estimates that around four million persons reside within 500 meters of PEA-servicing airports, including approximately six hundred K-12th grade schools (EPA, 2020b). Zahran et al. (2017a) estimate that sixteen million persons – and about three million children – live within a kilometer of such airport facilities. The disposition of aviation gasoline around such air-

ports may be a meaningful source of child lead exposure.

Several studies have linked aviation gasoline use to elevated atmospheric lead levels in the vicinity of airports.³ On the basis of such studies, various public interest organizations have petitioned the EPA to find endangerment from aviation gasoline emissions. While the EPA recognizes that there is no known safe level of lead exposure, it has cautioned that additional scientific research is needed “to differentiate aircraft lead emissions from other sources of ambient air lead” (EPA, 2010) that may cause elevated BLLs in nearby children.

1.5 Lead from Aviation Gasoline and Child BLLs

To date, only two studies have explicitly linked aviation gasoline usage to blood lead levels of children residing in the vicinity of general aviation airports. In a study involving over 125,000 BLL observations across six counties and 66 airports in North Carolina, Miranda et al. (2011) reported a striking correlation between child BLLs and airport proximity. “The estimated effect on blood lead levels exhibited a monotonically decreasing dose-response pattern” with children at 500 and 1,000 meters of an airport at greatest risk of elevated BLLs. Reported results statistically controlled for the age of housing stock, neighborhood socioeconomic conditions, and seasonality.

In a study involving over 1 million children and 448 airports in Michigan, Zahran et al. (2017a) found that child BLLs: 1) increased dose-responsively in proximity to airports, 2) declined measurably among children sampled in the months after the tragic events of 9-11, resulting from an exogenous reduction in PEA traffic, 3) increased dose-responsively in the flow of piston-engine aircraft traffic across a subset of airports, and 4) increased in the percent of prevailing wind days drifting in the direction of a child’s residence.

With a standard syllogism linking BLLs to IQ and IQ to lifetime earnings, Zahran et al.

³See recent findings from McCumber and Strevett (2017); Altuntas (2020); Matthews and Pandey (2020) along with previous research from Piazza (1999); Callahan (2010); Carr et al. (2011).

(2017a) estimate a 5-year cohort benefit from a hypothetical reduction in PEA traffic from the 50th to the 10th percentile at \$126 million for Michigan and \$4.9 billion nationwide. Using a Community Multi-Scale Air Quality model, Wolfe et al. (2016) arrive at a similar estimate, reporting a 1-year cohort cost of \$1.06 billion in economic damages from exposure to elevated atmospheric lead at general aviation airports nationwide. Calculations by Zahran et al. (2017a) and Wolfe et al. (2016) understate the gains available to society from reduced use of leaded aviation gasoline because the negative impacts of lead operate through many more channels than compromised cognitive abilities.

1.6 Studying Exposure Risk at Reid-Hillview Airport

The risk of aviation gasoline exposure for children varies considerably by airport, depending on the volume of PEA traffic, as well as neighborhood proximity and near angle to airport runways. Reid-Hillview (RHV) is among seventeen airports identified by the U.S. EPA with the highest potential of approaching or exceeding National Ambient Air Quality Standards for lead due to the local combustion of leaded aviation gasoline.

In this study, data scientists at Mountain Data Group assess whether child exposure to lead from aviation-related sources in Santa Clara County is statistically associated with the BLLs of sampled children, independent of other lead exposure pathways. Specifically, statistical relationships between the BLLs of sampled children and the following indicators of aviation gasoline exposure risk are assessed: 1) child residential proximity to Reid-Hillview Airport, 2) variation in piston aircraft operations at Reid-Hillview Airport, and 3) child residential near angle to Reid-Hillview Airport.

Materials and methods to conduct statistical assessments are detailed below. Section 2 describes the data sources leveraged in this study, as well as the various measurement decisions made to estimate exposure risk to lead-formulated aviation gasoline. Section 3 describes the logic of statistical strategies used to assess whether indicators of aviation gasoline exposure risk are independently correlated with the BLLs of sampled children.

Section 4 presents main statistical results, and Section 5 presents statistical findings from various extension and robustness tests. Section 6 considers results in the context of a simulation involving a reduction in piston-engine aircraft operations at Reid-Hillview Airport and Section 7 concludes the study with a recapitulation of key results.

2 Data and Measurement

2.1 Childhood Lead Poisoning Prevention Data

Permission to analyze blood lead was granted by agreement with the Childhood Lead Poisoning Prevention Branch (CLPPB) of the California Department of Public Health (CDPH). All blood lead results from sampled children in California are reported to CDPH. In California, children in publicly supported programs (such as Medi-Cal and WIC) are mandated to be tested at 1 and 2 years with catch-up testing up to 6 years of age. Children not in publicly supported programs are mandated to be asked by a health care provider: “Does your child live in, or spend a lot of time in, a place built before 1978 that has peeling or chipped paint or that has been recently renovated?” to determine whether the child should be tested. Providers also test for lead poisoning if a change in circumstance has placed a child at risk of lead exposure. Laboratories and health providers submit HL7 formatted blood lead test information to WEBCOLLECT – a web-based data management platform that centralizes blood lead data on children statewide.

HL7 submitted data pass through successive quality checks, and deposit in the Response and Surveillance System for Childhood Lead Exposures (RASSCLE II) database. Tables in the RASSCLE II database contain demographic and clinical information on a sampled person, including residential address, date of birth, sex/gender, clinical information on the date and method of blood draw, and the laboratory performing analysis on blood samples. Some children are sampled repeatedly in the first few years of life.

The RASSCLE II database was queried for records with: 1) an indication of residence in Santa Clara County, 2) a date of blood draw occurring within the last 10 years, 3) a date of birth for the sampled person, and 4) a reported blood lead value. Candidate records extracted from RASSCLE II were interrogated for anomalies and completeness. Unprocessed HL7 records not appearing in RASSCLE II were also examined for inclusion.

RASSCLE II and HL7 Records with indication of a residential address were independently

geo-coded. Address records were matched to latitude and longitude coordinates. This process enabled the assignment of a unique geographic identifier (FIPS), defined by the U.S. Census Bureau. Between processed RASSCLE II and unprocessed HL7 files, and restricting to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles of Reid-Hillview Airport, and observed from January 1st, 2011 to December 31st, 2020, we arrived at 17,241 blood lead sample observations amenable to statistical analysis.

2.1.1 Child Blood Lead Data

The main response or outcome variable of analytic interest is *Blood Lead Level* (BLL) measured in micro-grams per deciliter of blood ($\mu\text{g}/\text{dL}$ units). Restricting to children ≤ 18 years of age at the moment of blood sample, residing < 1.5 miles of Reid-Hillview, and observed from January 1st, 2011 to December 31st, 2020, the unconditional mean BLL of sampled children was $1.83 \mu\text{g}/\text{dL}$. About 1.7% of sampled children present with BLLs in excess of $4.5 \mu\text{g}/\text{dL}$, the CLPPB-defined threshold for action.

Five control variables from RASSCLE II/HL7 known to be correlated with child BLLs were collected from CDPH data, including: child gender, child age, method of blood draw, sample detection limit, and sample order. *Gender* is measured as 1 = female; *child age* is measured in years (ranging from 0 to 18); the *method of blood draw* = 1 if capillary, and 0 = otherwise; *sample detection limit* is measured as 1 = if the reported BLL is at or below the limit of quantification, and 0 = otherwise; and *sample order* which codes the count of blood samples (0=singleton observation, 1,...,n = repeated n times).

2.2 Aviation Gasoline Exposure Risk Data

2.2.1 Residential Distance

Following others (Miranda et al., 2011; Zahran et al., 2017a), we calculate the distance from the residential address of a sampled child to Reid-Hillview Airport. Using distance information on each child as an indicator of exposure risk, we test whether the BLLs of sampled children increase measurably with proximity to Reid-Hillview Airport.

Over the Landing-Takeoff (LTO) cycle, studies find that the bulk of aircraft emissions are released during departure phases of run-up, takeoff, and climb-out (Song and Shon, 2012; Feinberg et al., 2016; Mazaheri et al., 2011). According to Carr et al. (2011), total fuel consumed by piston aircraft in departure phases of the LTO cycle is estimated at 82% for twin-engine aircraft and 85% for single-engine aircraft. About 80% of lead emissions are released during departure phases of the LTO cycle (Carr et al., 2011).

Given that the bulk of lead emissions are released during departure phases of the LTO cycle, we capture child proximity by calculating the Haversine distance⁴ from the child's residence at the date of blood draw to the northwest tip of Reid-Hillview Airport (longitude and latitude point coordinates -121.8230194, 37.3362252). In addition to measuring distance continuously, residential distance is also divided into three even categories: < 0.5 miles, 0.5 to 1 mile, and 1 to 1.5 miles from Reid-Hillview Airport⁵.

⁴The haversine of the central angle, which is d over the r , is calculated by: $\left(\frac{d}{r}\right) = \text{haversine}(\Phi_2 - \Phi_1) + \cos(\Phi_1)\cos(\Phi_2)\text{haversine}(\lambda_2 - \lambda_1)$, where r is the radius of earth(6,371 km), d is the distance between a child's residence and Reid-Hillview Airport, ϕ_1, ϕ_2 is latitude and λ_1, λ_2 is longitude of the child's residence and Reid-Hillview, respectively. We solve for d by the inverse sine function, getting: $d = rhav^{-1}(h) = 2rsin^{-1}(\sqrt{h})$.

⁵Our inner orbit of exposure risk at < 0.5 miles conforms to previous research. Recall, Miranda et al. (2011) find that children at 500m to 1km from a general aviation airport in North Carolina are at highest at-risk of presenting with elevated BLLs. Zahran et al. (2017a) find that sampled children within 1km of 448 airports in Michigan are at greatest risk. The EPA (U.S. Environmental Protection Agency, 2020) maintains that children within 500m of PEA-servicing airports are at highest risk of exposure to aviation-related atmospheric lead. Our inner distance of < 0.5 miles sits between the consensus range of exposure risk at 500m to 1km.

Figure 2 shows the spatial distribution of blood lead samples by distance categories. Over the period of January 1st, 2011 to December 31st, 2020, we observe a total of 1,065 records at < 0.5 miles, 6,472 records at 0.5 to 1 mile, and 9,704 at 1 to 1.5 miles from Reid-Hillview Airport. Insofar as aviation gasoline exposure is a source of risk, sampled children in the nearest orbit to Reid-Hillview Airport should present with higher BLLs as compared to sampled children in outer orbits.

2.2.2 Residential Near Angle

Airport proximity, by itself, is an imperfect measure of aviation gasoline exposure risk. The fate and transport of lead emissions depend on the direction of prevailing winds that vary in and across airport facilities. Insofar as aviation gasoline is an independent source of lead exposure, two children equidistant to the same airport face different risk of elevated blood lead depending on the child's residential near angle to the airport.

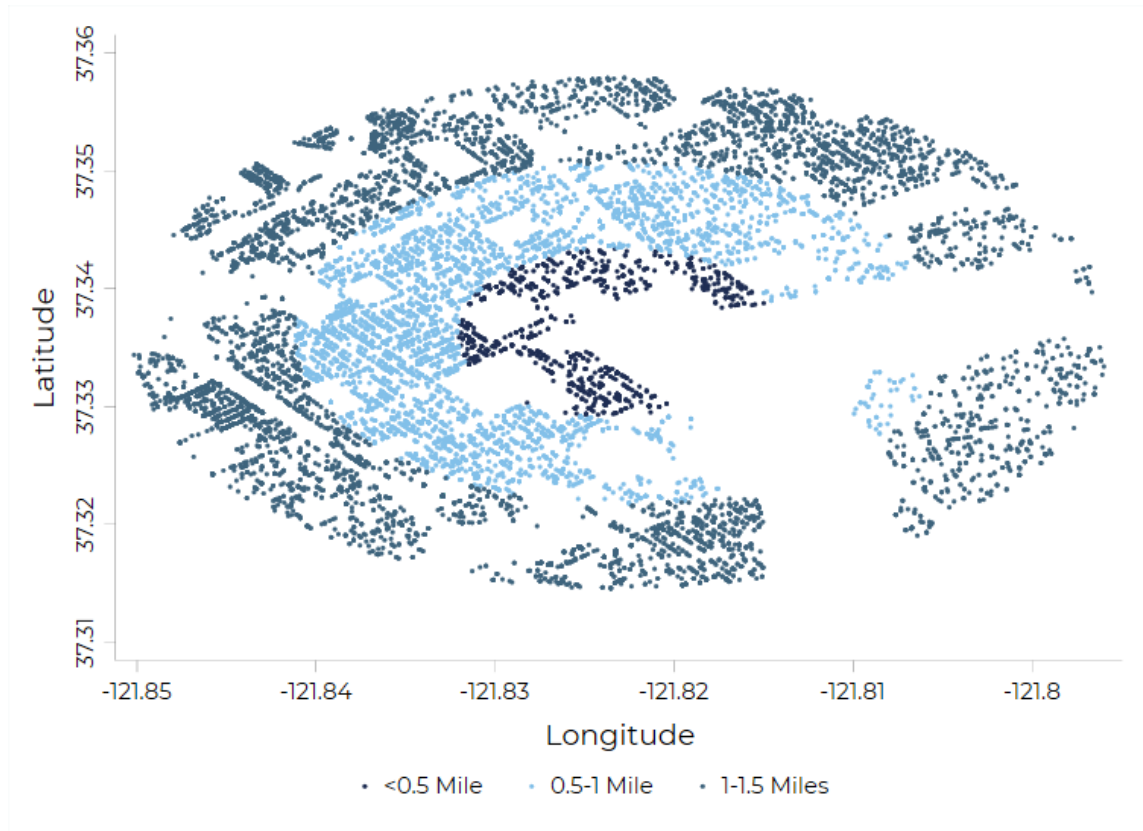
A near angle group was assigned to each address by calculating the compass bearing (degrees) between a child's residential location and Reid-Hillview Airport.⁶ We define near angle groups by the four cardinal directions: North (*N*), East (*E*), South (*S*) and West (*W*). For a BLL sample from child *i* in time *t*, with range of possible compass bearings $b_{it} \in [0, 360)$, we assign near angle group a_{it} as:

$$a_{it} = \begin{cases} E, & \text{if } b_{it} \in [45^\circ, 135^\circ), \\ S, & \text{if } b_{it} \in [135^\circ, 225^\circ), \\ W, & \text{if } b_{it} \in [225^\circ, 315^\circ), \\ N, & \text{otherwise.} \end{cases} \quad (1)$$

Figure 3 shows the spatial distribution of BLL samples over our observation period by near angle groups. We observe 5,962 records residing North of Reid-Hillview Airport, 1,170 records East, 3,495 records South, and 6,614 records West of the airport. As

⁶See Appendix Figure A.1 for example calculations.

Figure 2: BLL Samples by Distance Categories to Reid-Hillview Airport



Note: Distance is calculated as the Haversine distance to North tip of runway at Reid-Hillview Airport, (-121.823, 37.336). BLL samples are restricted to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles of Reid-Hillview Airport, and observed from 1/1/2011 to 12/31/2020. Over the observation period, we observe a total of 1,065 records at < 0.5 miles, 6,472 records at 0.5 to 1 mile, and 9,704 at 1 to 1.5 miles from Reid-Hillview Airport. On recommendation of scientific staff from (CLPPB), three sample locations have been suppressed to protect the anonymity of sampled children.

shown in Appendix Figure A.2, prevailing winds at Reid-Hillview Airport emanate from the West and Northwest. Insofar as aviation gasoline exposure is a source of risk, children East of Reid-Hillview Airport should present with higher BLLs.

In addition to residential near angle, we collected prevailing wind direction data from ©Dark Sky. Daily weather data include average daily wind bearing (degrees) and were collected at Reid-Hillveiw Airport from 2011 to 2020. Prevailing wind bearing was assigned a near angle group as in Equation 1. For a given day, an address is defined as downwind if the assigned near angle groups of the wind and address are equal. Because the half-life of lead in the bloodstream is estimated at around 30 days (Lidsky and Schneider, 2003), we calculate the number of days in the last 60 (from date of blood draw) that a child is downwind from Reid-Hillview Airport. This measurement decision assumes that children have continuity of residence for 60 days.

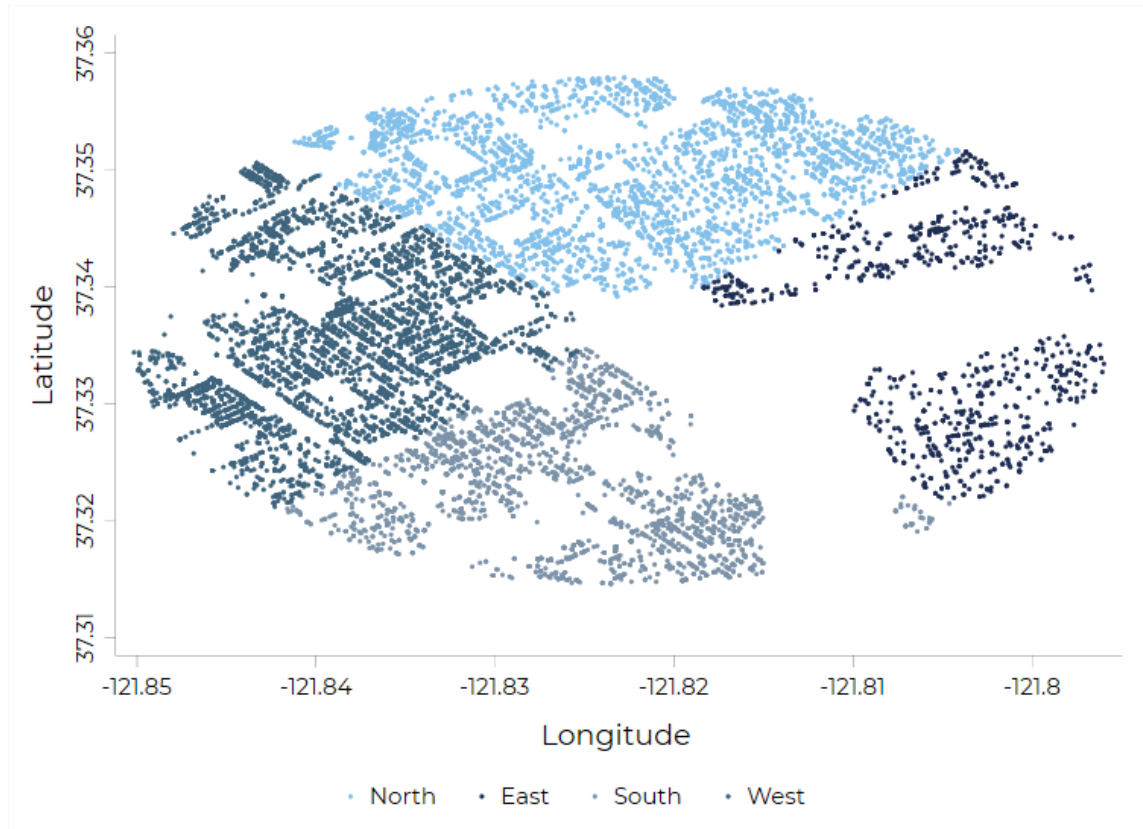
2.2.3 Piston-Engine Aircraft Traffic and Aviation Gasoline Sales

The volume of PEA traffic varies meaningfully between airports and within an airport in time. Therefore, two children residing in the same household but sampled at different moments in a calendar year may present with different BLLs, depending on the coincidence of PEA traffic. To capture this channel of risk, we collected data on PEA departures and arrivals from Federal Aviation Administration Traffic Flow Management System Counts (TFMSC) .

Daily piston-engine aircraft data were available for Reid-Hillview Airport and all other operational PEA-servicing airports in Santa Clara County, including Palo Alto Airport (PAO), Moffett Federal Airfield (NUQ), San Martin Airport (E16), and Norman Y. Mineta San Jose International Airport (SJC).⁷ Because the half-life for lead in blood is about 30 days (Lidsky and Schneider, 2003), we back calculated a rolling average of PEA operations over

⁷General aviation count data was also available for RHV, SJC, and PAO in the TFMS system, but departure and arrival information was not distinguishable by physical class (i.e., piston, turbine, or jet).

Figure 3: BLL Samples by Residential Near Angle to Reid-Hillview Airport

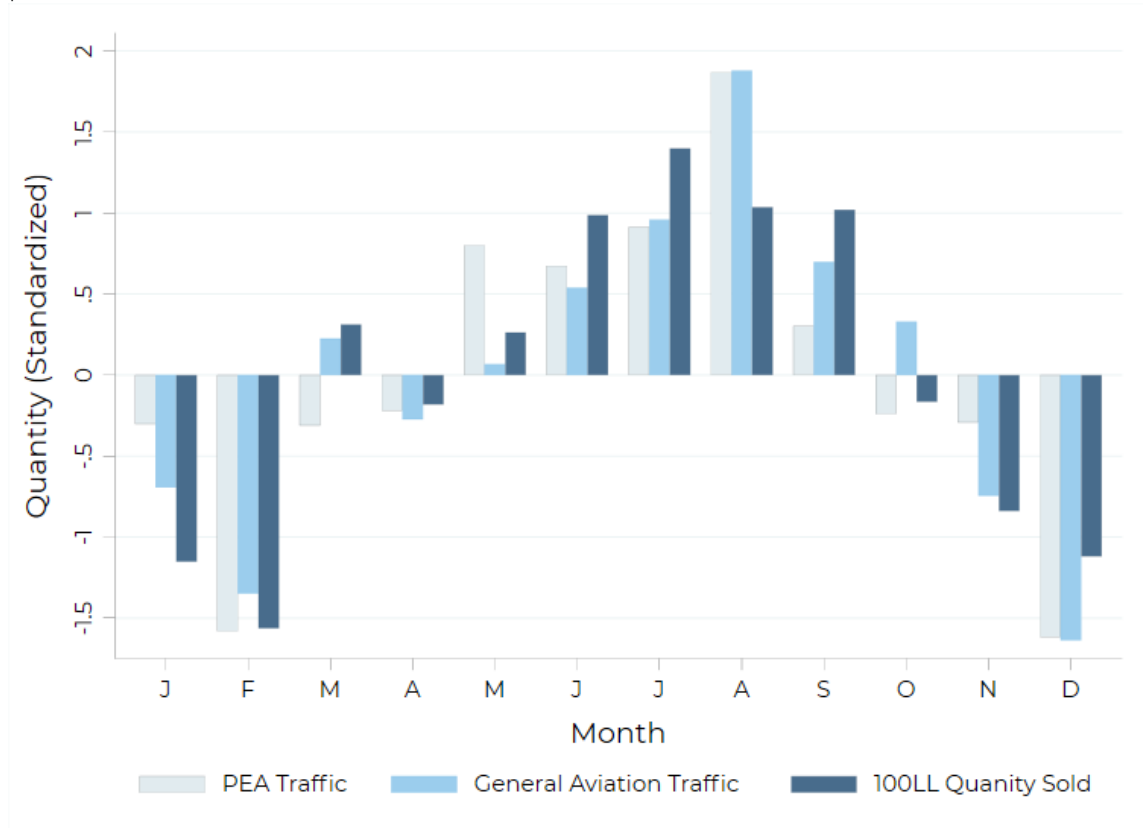


Note: Near angle groups assigned using Equation 1 and relative to Reid-Hillview Airport. BLL samples are restricted to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles of Reid-Hillview, and observed from 1/1/2011 to 12/31/2020. Over the observation period, We observe 5,962 records residing North of Reid-Hillview, 1,170 records East, 3,495 records South, and 6,614 records West of Reid-Hillview Airport. On recommendation of scientific staff from (CLPPB), three sample locations have been suppressed to protect the anonymity of sampled children.

60 days from the date of a child's blood draw. With the date of blood draw linked to the quantity of PEA traffic, one can test whether child BLLs are dose-responsive with the volume of PEA traffic. Our measurement of PEA traffic exposure assumes that children have continuity of residence for 60 days.

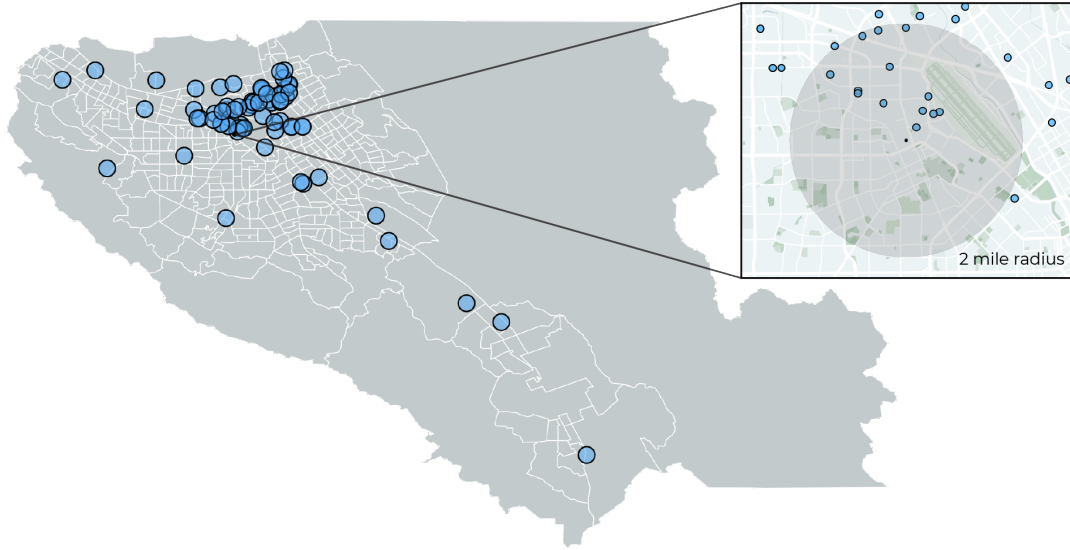
Also, fuel flowage fee (FFE) data were obtained from personnel at the Roads and Airports Department of Santa Clara County. The FFE data track monthly quantities of aviation gasoline (100LL) sold to fixed-base operators at Reid-Hillview Airport from 2011 to 2019. Each child is matched to the two-month rolling average of quantities of 100LL sold from date of blood draw. As with PEA traffic, we test whether child BLLs are dose-responsive with aviation gasoline sales at Reid-Hillview Airport. Figure 4 shows high statistical agreement between quantities of 100LL sold and Federal Aviation Administration (FAA) traffic data by month at Reid-Hillview Airport.

Figure 4: Monthly Variation in Quantity of FAA Traffic & 100LL Sold at Reid-Hillview Airport



Note: Because aircraft traffic and gallons of 100LL sold are measured differently, we use standardization by z-score to resolve unit incommensurability. The z-score is calculated by taking the observed value for a given month minus the series mean over the series standard deviation. Data from 1/1/2011-12/31/2020 for general aviation traffic and piston-engine aircraft traffic (arrivals and departures). Gallons of 100LL sold to fixed-base operators at Reid-Hillview Airport are from 1/2011 till 12/2019.

Figure 5: Location of Unique Lead-Emitting TRI Facilities in Santa Clara County from 2011 to 2020.



Note: We display the complete inventory of lead-emitting TRI facilities over the observation period, 1/1/2011-12/31/2020. The count of facilities varies by year, as firms enter and exit the TRI system on the basis of reported on-site lead releases. Two mile radius drawn from hypothetical residential address for sampled child. Data collected from U.S. Environmental Protection Agency's Toxic Release Inventory (TRI) system.

2.3 Control Data

2.3.1 Toxic Release Inventory Facilities

Lead-emitting industrial facilities are more common in the vicinity of airports (Zahran et al., 2017a). Children that are proximate to airports are therefore simultaneously proximate to other point source emitters of lead. Failing to account for this spatial coincidence can produce biased estimates of aviation gasoline exposure risk vis-à-vis BLLs in children. The U.S. EPA's Toxic Release Inventory (TRI) system tracks the industrial management of over 650 listed chemicals that pose harm to humans and the environment.

Under Section 313 of the Emergency Planning and Community Right to Know Act, firms that release, transfer, or dispose of listed chemicals are required to submit annual reports to the EPA. Firms that exceed thresholds for listed chemicals must report to the EPA under the TRI system, detailing quantities of toxins used. Default thresholds for both private and federal facilities are 25,000lbs for manufacturing and processing activities, and 10,000lbs for toxic chemicals otherwise used. In 2001, the EPA determined that lower reporting thresholds for lead and lead compounds were warranted because lead persists in the environment, posing substantial health risk to human populations. The reporting threshold for lead was lowered to 100lbs across all uses of the toxicant (Zahran et al., 2014).

We collected records on all facilities in Santa Clara County with reported on-site releases of lead between 2011 to 2020. Following Zahran et al. (2017a), with the location of each facility and the year of reported release event, we counted the number of lead-emitting TRI facilities ≤ 2 miles of a child's residence in the corresponding year of blood draw. All results pertaining to the assessment of statistical relationships of child BLLs and indicators of aviation gasoline exposure risk control for the presence of this alternative source of lead exposure. Figure 5 illustrates the measurement logic, showing the distribution of unique TRI facilities countywide and zooming to the hypothetical residential location of a sampled child.

2.3.2 Lead-Based Paint Risk

Legacy use of lead-based paint remains an exposure risk to children. Exposure to lead-based paint is primarily a problem in older homes. Figure 6 traces lead use in the United States over the 20th century by two major sources, namely lead in paint and lead in automotive gasoline. By 1960, the use of lead-based paint subsided over 90% from peak usage in the 1920s. Nonetheless, children in the United States may consume lead directly or may be exposed to leaded dust associated with deteriorating or haphazardly removed lead-based paint in homes from this era (Rabito et al., 2007; Farfel et al., 2003,

2005).

Moreover, in Michigan, Zahran et al. (2017a) report that the percentage of homes built in the era of widespread lead-based paint usage were almost twice as high in neighborhoods proximate to airports as compared to neighborhoods more distant from airports. In other words, children most at-risk to aviation gasoline exposure simultaneously face higher lead-based paint exposure risk.

To account for this potential confounding factor, we collected American Community Survey (ACS) data from the U.S. Census Bureau on the fraction of homes in a neighborhood (census tract) built before 1960. In analyses that follow, each child in our analytic set is assigned a lead-based paint exposure risk according to the neighborhood of residence and year of blood draw, as captured by the percentage of homes built before 1960.⁸ Figure 7 shows the spatial distribution of the percentage of housing stock built before 1960 at the census tract scale in Santa Clara County as of 2019.

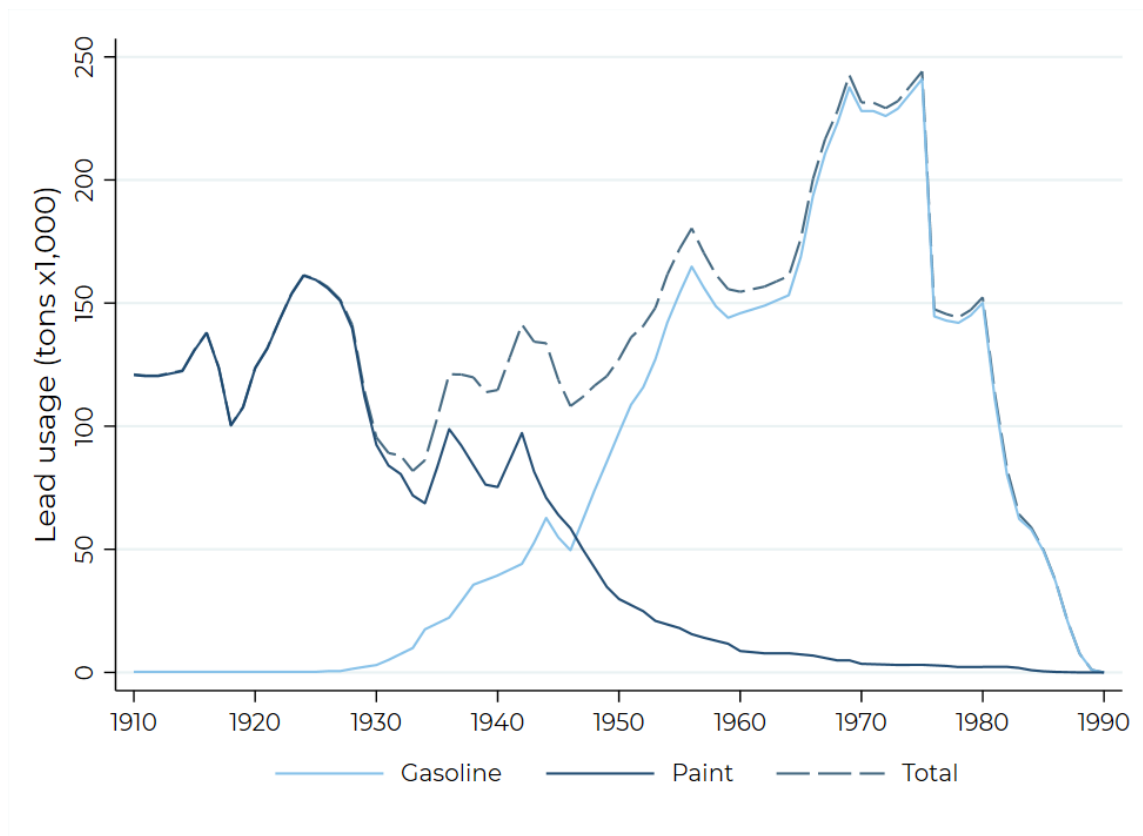
2.3.3 Neighborhood Socioeconomic Status

Studies show that children of low socioeconomic status are at greater risk of presenting with elevated BLLs (Campanella and Mielke, 2008; Zahran et al., 2010). Socioeconomic status proxies for resource access, knowledge about the dangers of, and protective actions taken against lead exposure (Zahran et al., 2017a).

In addition to the use of socio-demographic information present in RASSCLE II/HL7 data (described in Section 2.1.1), we measured the percentage of adults with a college degree, median home prices, and median household incomes to characterize the socioe-

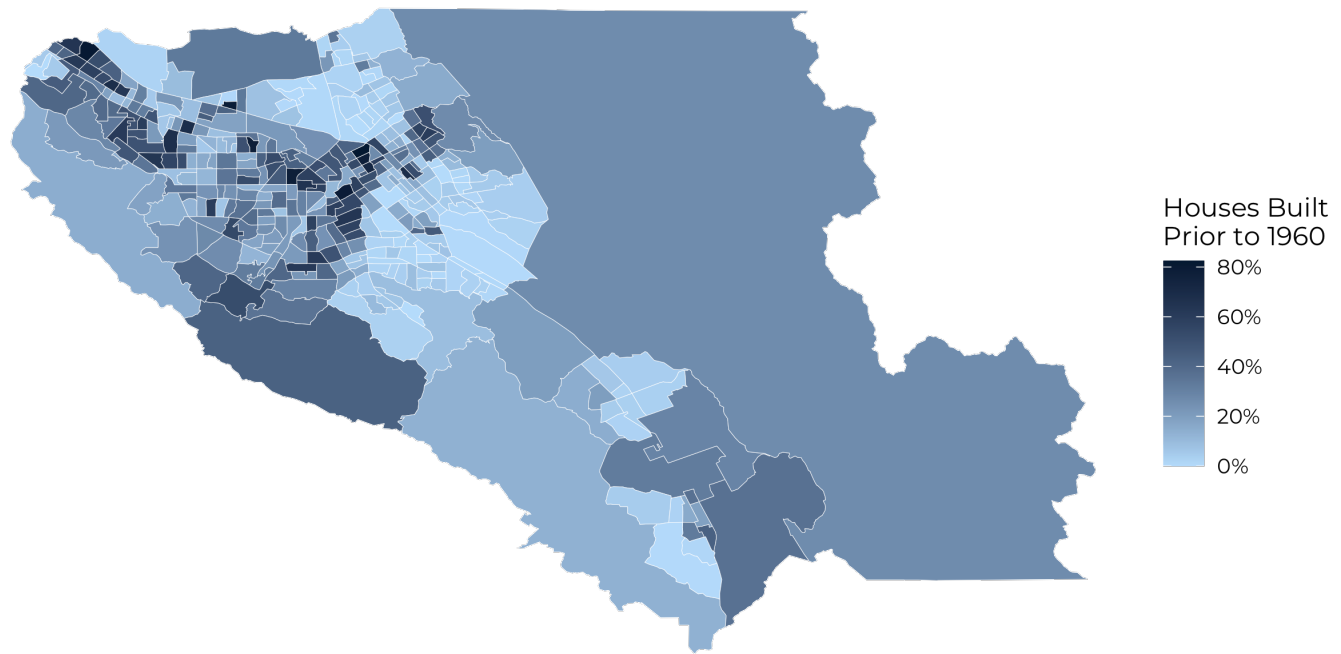
⁸This measurement strategy capitalizes on the fact that the age of homes within a neighborhood (or census tract) are more alike than the age of homes across neighborhoods. We also considered a more involved strategy of linking RASSCLE II/HL7 residential information on a sampled child to the same residential address in Santa Clara County Assessor files, where the age of a home is typically indicated. This effort produced intolerably high listwise deletion from imperfect matching across files.

Figure 6: Lead Use (in tons × 1,000) in the United States over 20th Century by Major Source



Note: Estimates of the legacy use of lead-based paint and lead in automotive gasoline in tonnages are from Laidlaw and Filippelli (2008).

Figure 7: Lead-Based Paint Exposure Risk by Neighborhood in Santa Clara County

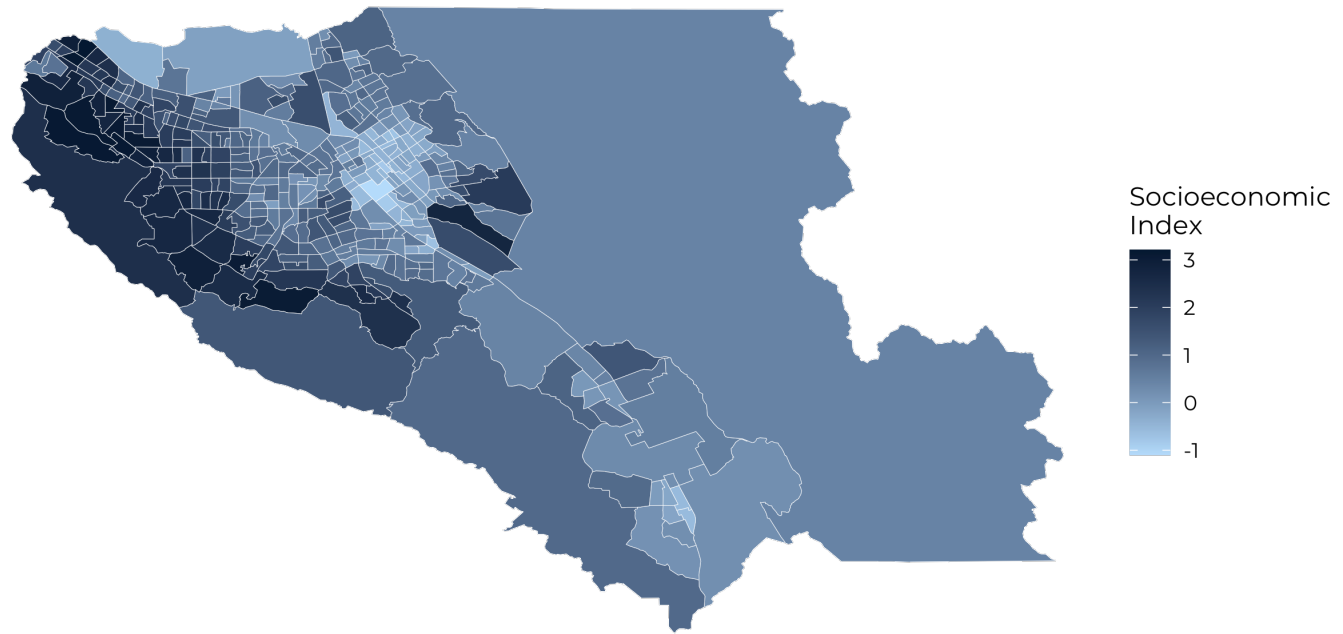


Note: The data displaying the percentage of housing stock in a census tract built prior to 1960 are from the U.S. Census Bureau ACS for the observation year of 2019.

conomic status of a child's neighborhood (i.e., census tract). These data were collected from the American Community Survey. Given the very high correlation across these variables, we distilled the data to a single Socioeconomic Index value for each neighborhood in Santa Clara County by year and matched to each child's residential location and year of blood draw. The index was computed by averaging standardized scores across indicators of neighborhood socioeconomic status. Figure 8 shows the spatial distribution of the neighborhood socioeconomic status index across Santa Clara County as of 2019.

In the next section we detail the logic of statistical strategies used to assess whether indicators of aviation gasoline exposure risk are independently correlated with the BLLs of sampled children. Accompanying the description of each statistical strategy is a stated expectation on the behavior of estimated coefficients corresponding to each indicator of aviation gasoline exposure, net of other factors.

Figure 8: Socioeconomic Status Index by Neighborhood in Santa Clara County



Notes: The neighborhood socioeconomic index was calculated by taking the average of standardized scores across the three variables of the percentage of adults with a college degree, median home prices, and median household incomes. Displayed data are from the U.S. Census Bureau American Community Survey for the observation year of 2019. Darker colors reflect higher socioeconomic status.

3 Empirical Methods

3.1 Main Effects

To assess whether the BLLs of sampled children are statistically associated with indicators of aviation gasoline exposure risk we deploy a linear least squares estimator with census block fixed effects, accounting for heteroskedasticity and relaxing distributional assumptions with bootstrapped standard errors.

The outcome of interest is child BLL, measured as a continuous variable in $\mu\text{g/dL}$. For sampled child i in neighborhood block j at time t , we estimate the responsiveness of child blood lead Y_{ijt} to indicators of aviation gasoline exposure risk with the following linear model:

$$\begin{aligned} Y_{ijt} = & \beta_0 + \beta_1 D_{it}^n + \beta_2 D_{it}^f + \beta_3 T_{it} + \beta_4 W_{it}^e + \beta_5 W_{it}^s + \beta_6 W_{it}^w \\ & + \Gamma_1 G_i + \Gamma_2 A_{it} + \Gamma_3 C_{it} + \Gamma_4 S_i + \Gamma_5 Z_{it} + \Gamma_6 L_{it} \\ & + \lambda_1 F_{it} + \lambda_2 H_{jt} + \lambda_3 I_{jt} + \lambda_4 Q_{it} + \gamma_j + \varepsilon_{ijt} \quad (2) \end{aligned}$$

Knowing that relationships of interest are possibly non-linear, we use a flexible specification where distance D is measured as a series of dichotomous variables, where $D_{it}^n = 1$ if child i in time t resides 0.5-1 miles from Reid-Hillview Airport, 0 = otherwise, and $D_{it}^f = 1$ if child i in time t resides 1-1.5 miles from Reid-Hillview Airport, and 0 otherwise. Children most proximate to Reid-Hillview Airport (< 0.5 miles) constitute the reference distance. The flow of lead emitted from the aircraft traffic T_{it} is the count of PEA operations (measured in percentile terms) in the last 60 days relative to the draw date t of child i . Insofar as lead emitted from PEA traffic is not distributed uniformly over the distance gradient, but is a function of the prevailing wind direction, we include a series of dummy variables W for the location of child i in time t relative to the airport, with North being the reference direction, and: $W_{it}^e = 1$ if a child resides East of RHV, 0 = otherwise, $W_{it}^s = 1$ if a child resides South of RHV, 0 = otherwise, and $W_{it}^w = 1$ if a child resides West of RHV, 0 = otherwise.

A series of variables are included to control for the timing, method, quantification limit, and order of blood draw, where C_{it} is whether or not the method of blood draw is capillary, L_{it} is whether the measured BLL is at or below the limit of test detection, Z_{it} is the year and quarter of the blood draw, and S_i is the order of sample for children sampled repeatedly.⁹ Child demographic characteristics include the child's age A_{it} measured in years, and an indicator for whether the child is female G_i .

A suite of controls are included to account for confounding sources of lead exposure and neighborhood socioeconomic status corresponding to the residential location of a sampled child and date of blood draw. F_{it} is the count of nearby lead-emitting toxic release inventory facilities ≤ 2 miles of a child's residence, and H_{jt} is the percent of homes built ≤ 1960 in child's neighborhood of residence, proxying for lead-based paint exposure risk. Because atmospheric concentrations of lead fluctuate seasonally – in part because of the re-suspension of lead-contaminated surface soils by turbulence (Laidlaw et al., 2012; Zahran et al., 2013) – our statistical models proxy for this phenomenon with a series of dummy variables corresponding to the season of blood draw, Q_{it} , with winter as our reference season. Also included is I_{jt} , estimating the socioeconomic status of a neighborhood by an quantitative index that incorporates measures of educational attainment, median household income, and property values (proxying for household wealth).

Importantly, γ_j is the neighborhood or census block fixed effect. Inclusion of γ accounts for non-time varying unobservable factors which may influence BLLs that are common to sampled children within a given neighborhood but varying across neighborhoods. Fixed effects absorb omitted variables by estimating a distinct mean BLL value (or intercept) for each neighborhood. Finally, ε_{ijt} is the random error term associated to the observed Y_{ijt} .

⁹For a singleton observation (non-repeated child) i , $S_i = 0$. Otherwise, $S_i = 1, \dots, n$ for child i repeated n times over the observation period, January 1st, 2011 to December 31st, 2020. The date of birth, child sex, child name, and date of blood draw were used to identify sample order for each child. The majority of children (53.8%) appearing in CDPH data were sampled only once.

3.2 Parameter Direction Expectations

3.2.1 Residential Distance

Insofar as aviation gasoline exposure is a source of risk, sampled children in the nearest orbit to Reid-Hillview Airport should present with higher BLLs as compared to children in outer orbits. Therefore, other things held equal, we expect β_1 and β_2 in Equation 2 corresponding to D_{it}^n and D_{it}^f to be negative, reflecting lower exposure risk for children residing at 0.5-1 mile and 1-1.5 miles, respectively, relative to children at < 0.5 miles from Reid-Hillview Airport. In addition to treating residential distance to Reid-Hillview Airport categorically, we estimate a series of linear models with residential distance measured continuously, applying various linear transformations to Equation 2. The expectation here is estimated coefficients should be negative, indicating that BLLs of sampled children decline with distance from Reid-Hillview Airport, other things held equal.

3.2.2 Residential Near Angle

The atmospheric transport of lead emissions from aviation gasoline used by piston-engine aircraft depend on the direction of prevailing winds that vary in and across airport facilities. As shown Appendix Figure A.2, prevailing winds at Reid-Hillview Airport emanate predominately from the West and Northwest. Insofar as exposure to aviation gasoline is a source of risk, then sampled children residing East of Reid-Hillview Airport should present with higher BLLs. Therefore, other things held equal, we expect β_4 corresponding to W_{it}^e to be positive, indicating that sampled children residing east of Reid-Hillview Airport (and predominantly downwind) have higher BLLs than other children (not residing predominantly downwind of RHV).

We also execute a version of Equation 2 that substitutes our indicator variables for residential near angle with a continuous measure of downwind risk (DW_{it}) that captures the number of days in the last 60 (from date of blood draw) where prevailing winds drift in the residential direction of a child. In this model, β_4 is expected to be positive, indicating

that other things held equal, child BLLs increase with days of downwind drift. A graphical summary of results from this additional exercise is presented in Appendix Figure A.3.

3.2.3 Piston-Engine Aircraft Traffic Exposure

Following Zahran et al. (2017a), the inclusion of daily PEA traffic (T) shown in Equation 2 and detailed in Section 2.2.3 is meant to capture variation in the flow of atmospheric lead emissions attributable to aviation gasoline at Reid-Hillview Airport that may impact the BLLs of sampled children nearby. Other things held equal, then, we expect β_3 corresponding to T_{it} to be positive, indicating that BLLs increase with measured PEA operations at Reid-Hillview Airport.

We extend this test by converting our continuous PEA operations variable into a series of indicators corresponding to PEA traffic terciles at each airport. Denoting medium (m) and high (h) terciles of PEA traffic at Reid-Hillview Airport and letting the first tercile be the reference group, we modify Equation 2 by replacing the continuous variable T_{it} with dummy variables T_{it}^m and T_{it}^h for medium and high traffic terciles respectively. We expect β_{3a} and β_{3b} , corresponding to T_{it}^m and T_{it}^h , to be positive, indicating that BLLs are higher for children exposed to medium and high levels of PEA traffic in the last 60 days from draw date relative to children exposed to low levels of PEA traffic.

We also estimate a version of Equation 2 where measured PEA traffic is substituted for the monthly quantities of aviation gasoline (AG_{it}) sold to fixed-base operators at Reid-Hillview Airport. In this external validation exercise, we similarly expect β_3 to be positive, indicating that child BLLs increase with monthly quantities of aviation gasoline sold at Reid-Hillview Airport.

4 Main Results

4.1 Descriptive Statistics

Appendix Table A.1 reports descriptive statistics on our study population. The average age of sampled children is 2.82 years, with 51.2% identified as male and 48.8% identified as female. Table 1 shows descriptive statistics on child BLLs by residential distance, residential near angle, and terciles of piston-engine aircraft traffic at Reid-Hillview Airport over the entire observation period of January 1st 2011 to December 31st 2020. Across all conditions, mean BLLs behave as expected. Sampled children proximate to Reid-Hillview Airport (< 0.5 miles) present with higher mean BLLs than more distant children. Combining children in the outer orbits, we find that mean BLLs of near vs far children are modestly different (1.93 vs 1.83 $\mu\text{g}/\text{dL}$), but statistically discernible from chance (one-tailed $t = 1.92$, $p = 0.027$).¹⁰

Column 2 of Table 2, shows mean BLLs of children at the four cardinal directions from Reid-Hillview Airport. Combining blood lead samples of children not east of Reid-Hillview Airport, we find that mean BLLs of children East vs not East of Reid-Hillview Airport are modestly different (1.94 vs 1.82 $\mu\text{g}/\text{dL}$) and statistically significant (one-tailed $t = 2.59$, $p = 0.005$). Finally, Column 3 shows mean BLLs by low, medium, and high PEA traffic terciles. Indicative of an aviation gasoline exposure effect, we find that mean BLLs graduate upward across PEA traffic terciles, increasing from 1.72 to 1.81 to 1.96 $\mu\text{g}/\text{dL}$, respectively.

While results in Table 2 are consistent with expectations, they do not control for the demographic characteristics of sampled children, blood testing method, timing and order of blood draw, alternative sources of lead, or neighborhood conditions, both observable and unobservable. In the next section we present regression results that account for

¹⁰As shown in Table 1, sampled children in outer orbits (of 0.5 to 1.5 miles from Reid-Hillview Airport) have different demographic and neighborhood characteristics that are likely to attenuate observed differences in unconditional means by residential distance categories.

these factors. We begin with the question of residential distance, then move to results on residential near angle and downwind effects, and then complete our main effects investigation with results on piston-engine aircraft traffic and aviation gasoline sales.

4.2 Residential Distance

Before estimating regression coefficients pertaining to residential distance we compare sampled children in the inner orbit of proximity to Reid-Hillview Airport (< 0.5 miles) against children in outer orbits (0.5-1.5 miles) with respect to aviation gasoline exposure variables, and observable demographic and neighborhood characteristics. Table 1 shows means by distance categories on variables of interest, with computed p -values pertaining to one-tailed t -tests. The purpose here is to assess comparability of children by airport proximity. Sampled children are statistically similar with respect gender, residential near angle, age, PEA traffic exposure, sample order, and year or timing of blood draw, where $p > 0.05$.

We do observe statistically significant differences with respect to the proportion of children sampled by capillary method (0.24 vs 0.26, $p = 0.024$), the percentage of neighborhood homes built prior to 1960 (23.8 vs 27.94, $p < 0.001$), the count of lead-emitting TRI facilities within 2 miles of a child's residence (2.38 vs 2.51, $p < 0.001$), and neighborhood socioeconomic status (-0.21 vs -0.25, $p = 0.006$). On variables where statistically significant differences are observed, all function to inflate the BLLs of sampled children in outer orbits as opposed to sampled children most proximate to Reid-Hillview Airport. Therefore, whatever differences in estimated BLLs that may obtain between sampled children by residential distance in regression analyses that follow, we may regard these differences as possibly attenuated.

Table 3 reports regression coefficients on residential distance to Reid-Hillview Airport. Recall, our response variable of child BLL is measured in $\mu\text{g}/\text{dL}$ units. Distance is measured categorically with our reference group being children residing within 0.5 miles of

Table 1: Comparison of Variable Means by Residential Distance, (t-Test)

	Home <0.5 Miles	Home 0.5-1.5 Miles	<i>p</i> value
PEA Traffic Exposure	0.50	0.51	0.239
Residence East of RHV	0.06	0.07	0.098
Age (years)	2.71	2.82	0.057
Female	0.48	0.49	0.373
Capillary Blood Draw	0.24	0.26	0.024
Sample Order	0.83	0.82	0.369
Tri Facilities < 2 miles	2.38	2.51	<0.001
Neighborhood % Stock < 1960	23.80	27.94	<0.001
Neighborhood SES	-0.21	-0.25	0.006
Year of Sample	2015.4	2015.5	0.094

Note: *p* values correspond to one-tailed t-tests with equal variances assumed across variables.

Table 2: Cross-tabulations of BLLs by Distance, Near Angle, and PEA Traffic at RHV

Distance	Blood Lead Level ($\mu\text{g/dL}$)	Near Angle	Blood Lead Level ($\mu\text{g/dL}$)	Operations	Blood Lead Level ($\mu\text{g/dL}$)
0-0.5 Miles	1.93	North	1.83	Low	1.72
	(1.93)		(1.27)		(1.91)
0.5-1 Miles	1.85	East	1.94	Medium	1.81
	(2.01)		(1.49)		(1.37)
1-1.5 Miles	1.81 (1.41)	South	1.77 (2.24)	High	1.96 (1.63)
		West	1.82 (1.59)		
		Total	1.83 (1.69)		Total	1.82 (1.66)	Total	1.83 (1.66)

Notes: Mean blood lead values are in $\mu\text{g/dL}$; Standard deviations in parentheses; The unconditional sample mean is shown as Total; Near angle groups are assigned using Equation 1 and calculated from residential address relative to Reid-Hillview Airport; Airport operations are calculated as PEA traffic terciles;

Reid-Hillview Airport. Reported coefficients therefore have the interpretation of an estimated difference in mean BLLs (in $\mu\text{g}/\text{dL}$ units) for children at 0.5 to 1 mile and 1 to 1.5 miles, respectively, vis-à-vis children most proximate to Reid-Hillview Airport.

Coefficients are reported from seven different models that graduate in their saturation of control variables. Coefficients pertaining to both outer distances behave relatively consistently across models of varying saturation. Focusing our interpretation on model (7) including all possible control variables, we find that sampled children at 0.5 to 1 mile present with BLLs that are $0.179 \mu\text{g}/\text{dL}$ lower on average than sampled children nearest to Reid-Hillview Airport (< 0.5 miles). This observed difference is statistically distinguishable from chance. Other things held equal, we also find that blood lead samples of children at 1 to 1.5 miles are, on average, $0.202 \mu\text{g}/\text{dL}$ lower than statistically similar children proximate to Reid-Hillview Airport. Even though coefficients appear to decrease with distanced categories, the estimated difference in BLLs of sampled children at 0.5 to 1 mile vs 1 to 1.5 miles is not statistically significant.

Figure 9 displays predicted BLLs by categories of distance to Reid-Hillview Airport. Predicted values are from model (7) in Table 3 where all other model variables are fixed at their sample means. Under this prediction scenario, we find that sampled children most proximate to Reid-Hillview Airport (< 0.5 miles) present with BLLs that are 9.8% and 11.2% higher than sampled children at 0.5 to 1 mile and 1 to 1.5 miles, respectively.

Next, Table 4 reports results involving the estimation of a series of linear models with residential distance measured continuously and applying various transformations to both distance and child BLLs. All things held equal, we find that no matter the measurement or transformation – distance measured linearly, log or square root transformed and child BLLs measured linearly or log transformed – child BLLs decrease statistically significantly with residential distance from Reid-Hillview Airport.

Table 3: Residential Distance to Reid-Hillview Airport and Child BLLs

BLL ($\mu\text{g}/\text{dL}$)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Distance (Reference < 0.5 miles)							
0.5 to 1 miles	-0.148*	-0.152**	-0.143*	-0.149*	-0.175**	-0.179**	-0.179**
	(0.078)	(0.077)	(0.078)	(0.078)	(0.074)	(0.074)	(0.074)
1 to 1.5 miles	-0.162**	-0.167**	-0.163**	-0.165**	-0.182**	-0.192**	-0.202***
	(0.079)	(0.080)	(0.079)	(0.079)	(0.075)	(0.075)	(0.075)
Constant	1.977***	1.797***	1.789***	1.703***	2.043***	1.988***	2.131***
	(0.075)	(0.076)	(0.080)	(0.086)	(0.097)	(0.094)	(0.308)
Observations	17,241	17,162	17,162	17,162	17,162	17,162	17,162
Block FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Distance	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	No	Yes	Yes	Yes	Yes	Yes	Yes
Near Angle FE	No	No	Yes	Yes	Yes	Yes	Yes
Demography	No	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	No	Yes

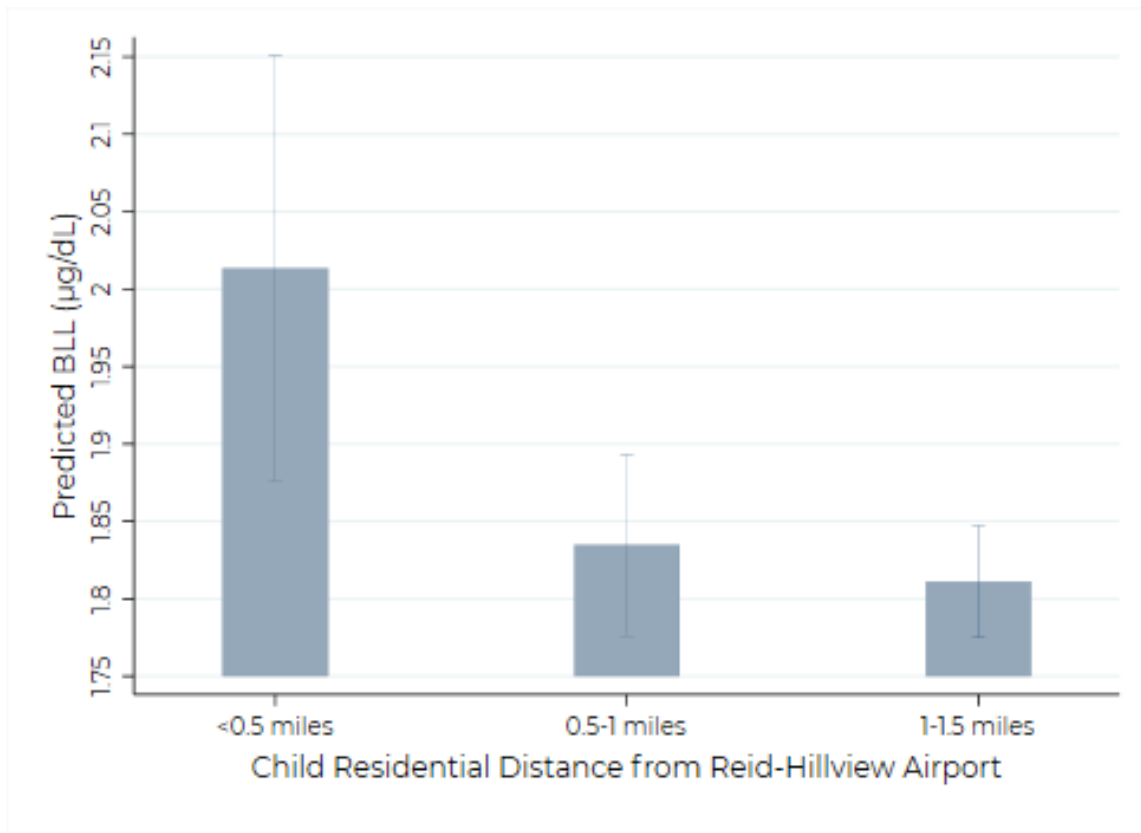
Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g}/\text{dL}$); Distance groups are assigned using the distance (miles) between RHV and the child's place of residence; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Table 4: Functions of Residential Distance to Reid-Hillview and Child BLLs

	(1)	(2)	(3)	(4)	(5)	(6)
	BLL	BLL	BLL	Log BLL	Log BLL	Log BLL
Linear Distance	-0.102** (0.047)			-0.040*** (0.012)		
Sqrt Distance		-0.197** (0.086)			-0.077*** (0.022)	
Log Distance			-0.090** (0.037)			-0.034*** (0.010)
Constant	2.057*** (0.325)	2.144*** (0.327)	1.940*** (0.329)	0.845*** (0.101)	0.879*** (0.101)	0.800*** (0.102)
Observations	17,162	17,162	17,162	17,162	17,162	17,162
Fully Saturated	Yes	Yes	Yes	Yes	Yes	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable in Models (1) to (3) is child BLL ($\mu\text{g}/\text{dL}$); Dependent variable in Models (4) to (6) is the natural log of child BLL ($\mu\text{g}/\text{dL}$); Distances are assigned using the distance (miles) between RHV and the child's place of residence; Full saturation of controls includes: child's age (years) and sex (1=female, 0=otherwise), draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times), count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 , neighborhood socioeconomic status index, and a set of indicators for season and year-quarter of the date of draw;

Figure 9: Residential Distance to Reid-Hillview Airport and Predicted Child BLLs



Note: Predictions are from model (7) in Table 3, with all other model variables fixed at their sample means.

4.2.1 Results Summary, Section 4.2

The evidence presented in Table 3 and Figure 9 indicates that children proximate to Reid-Hillview Airport present with systematically higher BLLs, net of other measured sources of lead exposure risk, child demographic characteristics, and observed and unobserved neighborhood conditions. This result is compatible with exposure risk to aviation gasoline, and consistent in both direction and magnitude with previous studies (Miranda et al., 2011; Zahran et al., 2017a).

To contextualize the meaning of estimated conditional mean differences in BLLs by categories of distance, we compare our results to the estimated increase in BLLs of children in Flint during the much publicized Flint Water Crisis (FWC). At the height of the FWC, child BLLs surged by an estimated 0.35 to 0.45 $\mu\text{g}/\text{dL}$ over baseline levels (Zahran et al., 2017c)¹¹. As shown in Table 3, children within 0.5 miles of RHV have BLLs that are about 1/5th $\mu\text{g}/\text{dL}$ higher than statistically similar children more distant from Reid-Hillview Airport. This difference is equivalent to about 50% of the estimated increase in BLLs of sampled children at the height of the FWC.

4.3 Residential Near Angle

Regression results of residential near angle relative to Reid-Hillview Airport are presented in Table 5. Again, the response variable is child BLL and is measured in $\mu\text{g}/\text{dL}$ units. As detailed in Section 2.2.2, the near angle groups are mutually exclusive and correspond to the four cardinal directions. Parameter estimates have the interpretation of an estimated difference in mean BLLs (in $\mu\text{g}/\text{dL}$ units) for sampled children in their respective near angle group, relative to sampled children North of Reid-Hillview Airport.

¹¹With over 21,000 time-stamped blood lead samples from children in Genesee County drawn from January 01, 2013 to July 19, 2016, Zahran et al. (2017c) pursued a series of quasi-experimental tests to identify the causal effects of water-lead exposure, finding that the switch in water source in Flint caused child BLLs to increase by about 0.35 to 0.45 $\mu\text{g}/\text{dL}$ from a pre-crisis baseline of about 2.3 $\mu\text{g}/\text{dL}$.

As in the analysis of residential distance above, Table 5 presents a series of models with increasing degrees of saturation in terms of included control variables. Coefficient estimates across all models behave as expected, with sampled children residing East of Reid-Hillview Airport having higher BLLs relative to their counterparts North of Reid-Hillview Airport, all else equal. The estimated difference in mean BLLs for sampled children to the South and West of Reid-Hillview Airport relative to children North of the airport are near zero and indistinguishable from chance. Focusing on saturated model (7), we find that mean BLLs among sampled children in the East near angle group have an estimated mean BLL that is 0.4 $\mu\text{g}/\text{dL}$ higher than those to the North of Reid-Hillview Airport, all else equal.

Using the estimates from Table 5 and fixing control variables at their means, Figure 10 illustrates the difference in predicted mean BLL across near angle groups. Other things held equal, children predominantly downwind of Reid-Hillview Airport (East) present with BLLs that are 25.5% higher than sampled children living North of Reid-Hillview Airport. Estimated mean BLL values for children in the North, South, and West near angle groups are not statistically different from one another. Consistent with these results, analyses involving the calculation of downwind days show that BLLs increase significantly with the count of wind days drifting in the residential direction of a child from the date of blood draw (see Appendix Figure A.3) An increase from the minimum to maximum number of downwind days is associated with an increase in BLLs of about $1/4^{\text{th}}$ $\mu\text{g}/\text{dL}$.

4.3.1 Results Summary, Section 4.3

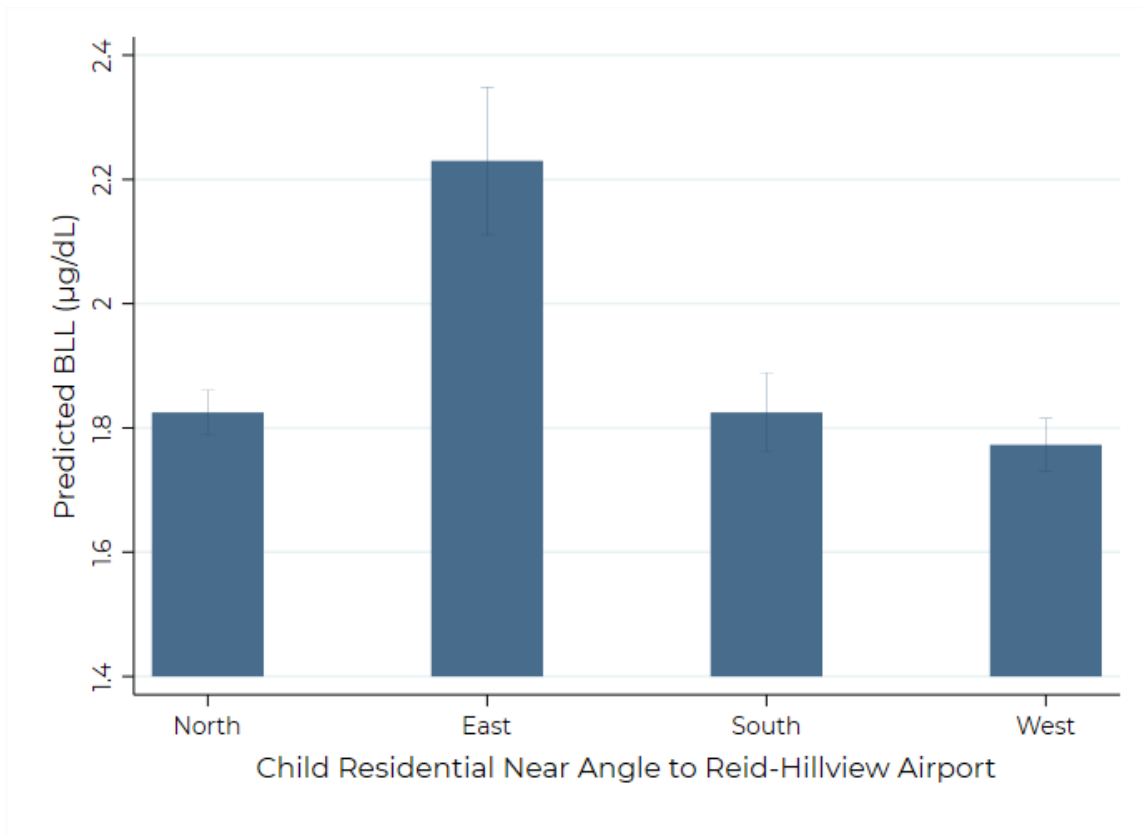
Overall, the findings presented in Table 5 and Figure 10 support the hypothesis that residing predominantly downwind of Reid-Hillview Airport is associated with substantively and statistically significantly higher BLLs. Returning to our comparison with the FWC, the margin of difference ($\sim 0.4 \mu\text{g}/\text{dL}$) in average BLLs of sampled children East (and predominantly downwind) of Reid-Hillview Airport compared to children West (pre-

Table 5: Residential Near Angle to Reid-Hillview Airport and Child BLLs

BLL ($\mu\text{g}/\text{dL}$)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Near Angle (Reference North)							
East	0.130*** (0.049)	0.131** (0.051)	0.144*** (0.047)	0.139*** (0.047)	0.265*** (0.045)	0.272*** (0.045)	0.405*** (0.060)
South	-0.022 (0.036)	-0.018 (0.038)	-0.014 (0.036)	-0.013 (0.035)	0.027 (0.036)	0.009 (0.035)	0.000 (0.037)
West	-0.022 (0.029)	-0.017 (0.028)	-0.017 (0.030)	-0.013 (0.030)	-0.028 (0.028)	-0.047 (0.031)	-0.052* (0.031)
Constant	1.821*** (0.039)	1.965*** (0.088)	1.794*** (0.083)	1.715*** (0.087)	2.036*** (0.094)	1.983*** (0.092)	2.131*** (0.318)
Observations	17,241	17,241	17,162	17,162	17,162	17,162	17,162
Block FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Distance	No	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	No	No	Yes	Yes	Yes	Yes	Yes
Near Angle FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Demography	No	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g}/\text{dL}$); Near angle groups are defined in Section 2.2.2 and assigned using the angle between RHV and child's place of residence; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Figure 10: Residential Near Angle to Reid-Hillview Airport and Predicted Child BLLs



Note: Predictions are from model (7) in Table 5, with all other model variables fixed at their sample means.

dominantly upwind) of Reid-Hillview Airport is approximately equal to the margin of difference between children sampled at the peak of the FWC relative to children sampled before the crisis. These results are also supported by ancillary analyses involving the calculation of downwind days, showing that BLLs increase significantly with the count of downwind days from the date of blood draw (see Appendix Figure A.3).

4.4 PEA Traffic Exposure

Table 6 reports regression coefficients on piston-engine aircraft traffic to Reid-Hillview Airport. Recall, because the half-life for lead in blood is about 30 days (Lidsky and Schneider, 2003), we measure PEA traffic exposure as a rolling average of PEA operations over 60 days from the date of a child's blood draw. This quantity is converted to a percentile ranging from 0 to 1. Reported coefficients therefore have the interpretation of the estimated change in child BLLs (in $\mu\text{g}/\text{dL}$ units) associated with an increase in PEA traffic exposure from the observed minimum to the maximum.

As before, we present coefficients from seven different models that increase successively in the saturation of control variables. Across models (1) through (7), we find that an increase in piston-engine aircraft exposure from the min to the max is associated with a 0.163 to 0.387 $\mu\text{g}/\text{dL}$ increase in child BLLs, depending on the presence of control variables. For reference, a change in PEA traffic exposure from the min to max is equivalent to a 2.5 \times increase in the daily volume of PEA traffic. All estimated coefficients are distinguishable from chance occurrence, with $p < 0.01$.

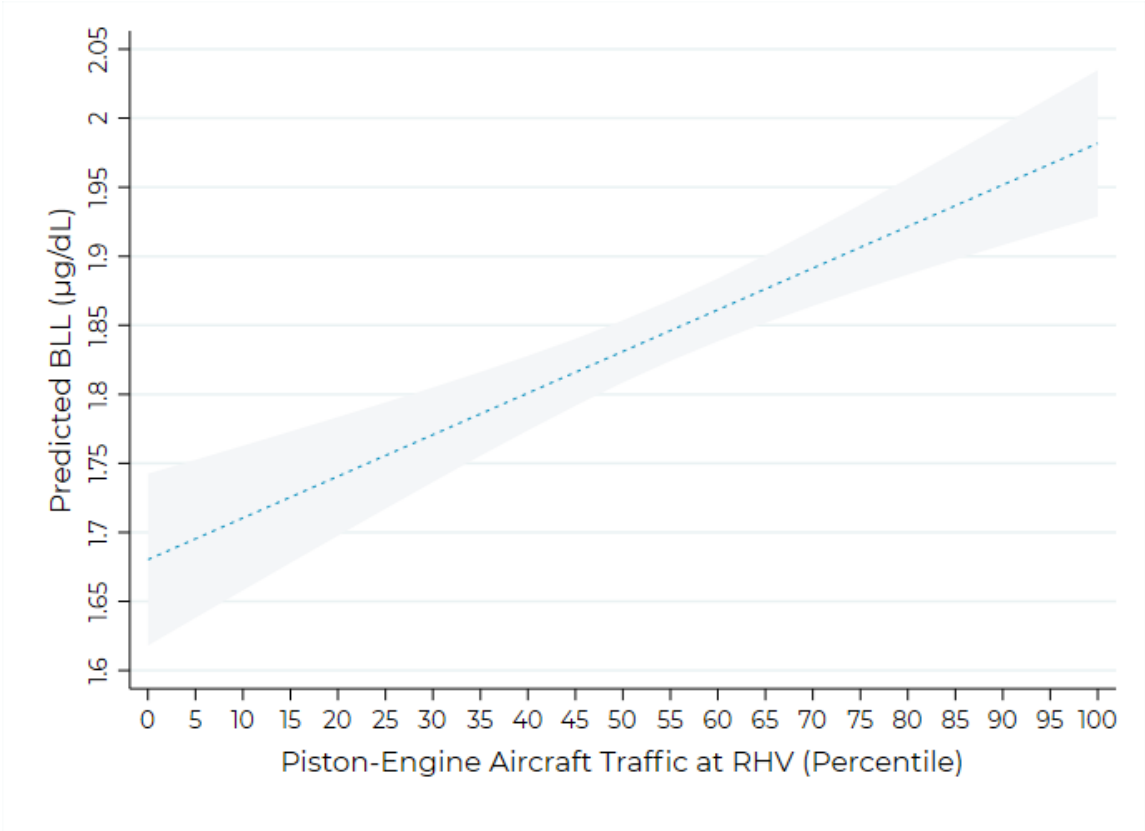
Figure 11 shows predicted BLLs over the observed range of child PEA traffic exposure at Reid-Hillview Airport. Predicted values are from model (6) in Table 6 where, again, all other model variables are fixed at their sample means. Under this prediction scenario, we find that child BLLs increase measurably with the volume of PEA traffic exposure, other factors held equal. In going from the minimum to the maximum of child PEA traffic exposure, we find that child BLLs increase by about 0.3 $\mu\text{g}/\text{dL}$.

Table 6: Piston-Engine Aircraft Traffic to Reid-Hillview Airport and Child BLLs

BLL ($\mu\text{g}/\text{dL}$)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
PEA Traffic	0.370*** (0.054)	0.371*** (0.054)	0.374*** (0.053)	0.387*** (0.054)	0.296*** (0.056)	0.302*** (0.054)	0.163*** (0.058)
Constant	1.640*** (0.047)	1.798*** (0.080)	1.794*** (0.083)	1.715*** (0.087)	2.036*** (0.094)	1.983*** (0.092)	2.131*** (0.318)
Observations	17,162	17,162	17,162	17,162	17,162	17,162	17,162
Block FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Distance	No	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Near Angle FE	No	No	Yes	Yes	Yes	Yes	Yes
Demography	No	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	No	Yes

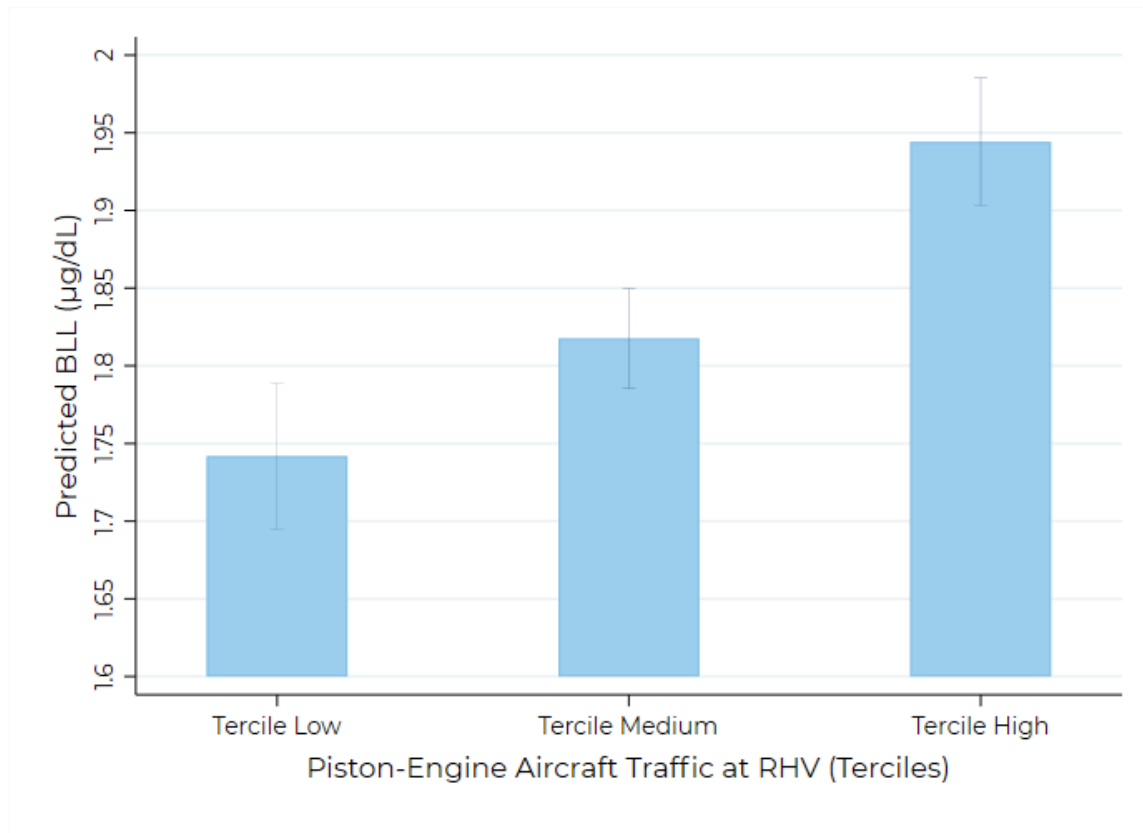
Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g}/\text{dL}$); PEA traffic is average daily PEA operations at RHV, calculated over 60 days from child's date of draw and converted to percentiles; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Figure 11: Piston-Engine Aircraft Traffic at Reid-Hillview Airport and Child BLLs



Note: Predictions are from model (6) in Table 6, with all other model variables fixed at their sample means.

Figure 12: Piston-Engine Aircraft Traffic Terciles at Reid-Hillview and Child BLLs



Note: Predictions are from model (6) in Table 6, with all other model variables fixed at their sample means.

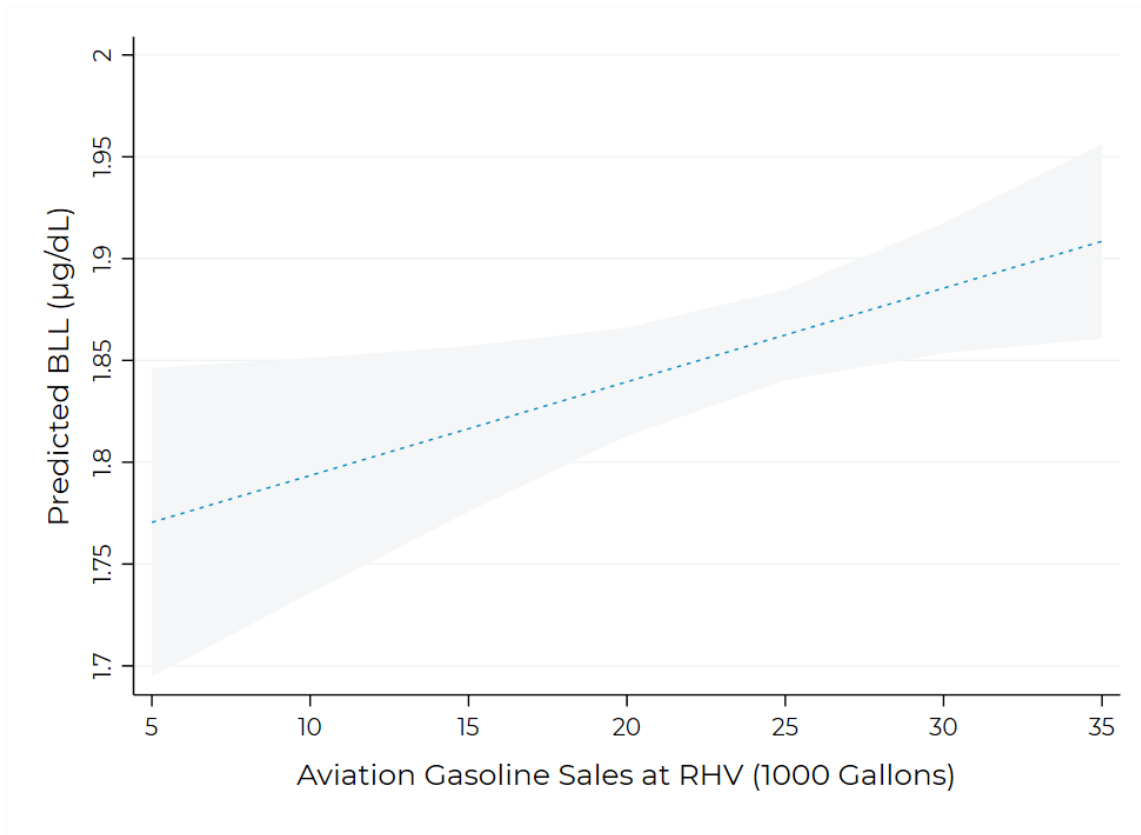
Figure 12 provides evidence of the dose-responsiveness of results reported in Table 6 and Figure 11, showing predicted child BLLs at terciles of low, medium and high PEA traffic exposure. Terciles are derived by dividing the distribution of PEA traffic exposure into three equal-sized groupings in terms of the count of blood samples observed. Other things held equal, we find that child BLLs graduate upward with PEA traffic exposure terciles, increasing from 1.74 to 1.82 to 1.94 $\mu\text{g}/\text{dL}$, respectively.

Substituting PEA traffic exposure for aviation gasoline sales (in 1,000s of gallons) and recapitulating model (7) in Table 6, Figure 13 shows predicted BLLs over the observed range of aviation gasoline sold at Reid-Hillview Airport. Predicted values are derived with all other model variables fixed at their sample means. As with PEA traffic, we find that the BLLs of sampled children increase linearly with the quantity of aviation gasoline sold to fixed-base operators at Reid-Hillview Airport, other factors held equal. A change in the quantity of aviation gasoline sold from the observed minimum to the maximum is associated with an increase in child BLLs by about 0.18 $\mu\text{g}/\text{dL}$.

4.4.1 Results Summary, Section 4.4

On balance, the evidence presented in Table 6, Figure 11 indicates that the BLLs of sampled children increase with exposure to piston-engine aircraft operations at Reid-Hillview Airport, net of all other factors. This result holds with the division of PEA traffic into terciles, suggesting that child BLLs increase dose-responsively with PEA traffic. Moreover, as evidenced in Figure 13, the estimated positive association between child BLLs and PEA traffic is robust to the substitution of PEA traffic for the quantity of aviation gasoline sold at Reid-Hillview Airport, an analogous and independent indicator of lead exposure. The size of the estimated increase in child BLLs in going from the minimum to maximum PEA traffic exposure is on par with the increase in child BLLs caused by failures in the water system during the FWC.

Figure 13: Aviation Gasoline Sales at Reid-Hillview Airport and Child BLLs



Note: Predictions are from model (6) in Table 6, with all other model variables fixed at their sample means.

4.5 Robustness

In Table A.9, Table A.10, Table A.11, Table A.12, and Table A.13 of our appendices, we report results from various robustness tests involving successively restricting observations to highest-confidence geo-coded residences, highly sampled neighborhoods (≥ 100 blood lead samples), introducing a new variable that accounts for possible variation in BLL measurement precision across laboratories, the inclusion of clustering of standard errors by sample order, the restriction of observations to children ≤ 6 years of age, and the introduction of a series of single imputation operations for test results at or below the limit of quantification. Across all robustness tests rendered, results pertaining to our main indicators of aviation gasoline exposure risk behave similarly.

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5 Extended Results

While results reported in Section 4 on child residential distance, residential near angle, and exposure to piston-engine aircraft traffic all support the supposition that child BLLs are statistically associated with the risk of exposure to aviation gasoline, in this section we report results from various exercises involving the reconstitution of child BLLs in ordered categorical terms to analyze threshold effects, tests involving the statistical interaction of residential distance and piston-engine aircraft traffic, a natural experiment exploiting an observed contraction in PEA aircraft at Reid-Hillview Airport following social distancing measures enacted countywide, a test of school-aged children that exploits relative distances to Reid-Hillview Airport from a child's place of residence and nearest assigned school, and from a battery of tests involving the inclusion of sampled children proximate to other airports in Santa Clara County.

5.1 Blood Lead Thresholds

We begin with the analysis of threshold effects. We reconstitute our response variable in ordered categorical terms, defining mutually exclusive BLL categories ranging from 0 to the exceedance of the CDPH-defined threshold of $4.5 \mu\text{g}/\text{dL}$. The purpose here is to investigate threshold effects with respect to our main operations of aviation gasoline exposure risk and to relax the assumption of precisely measured BLLs, given uncertain laboratory test precision.

Under the premise that a given blood lead concentration is an imperfectly observed variable, we execute an ordered logistic regression, modeling BLL as a set of ordinal categories. Moving in increments of $1.5 \mu\text{g}/\text{dL}$ we convert the continuous measure of blood

lead concentration Y_{it} to a categorical variable B_{it} , with cutpoints defined as:

$$B_{it} = \begin{cases} 1, & \text{if } Y_{it} < 1.5, \\ 2, & \text{if } 1.5 \leq Y_{it} < 3, \\ 3, & \text{if } 3 \leq Y_{it} < 4.5, \\ 4, & \text{if } Y_{it} \geq 4.5, \end{cases}$$

where Y_{it} is in units of $\mu\text{g}/\text{dL}$.¹² Within this framework, one can estimate the proportional odds a given blood lead concentration is in exceedance of a specified blood lead category. For child i with corresponding BLL observation in time t , B_{it} takes on the ordinal values $k = 1, \dots, 4$, then we define the cumulative response probabilities as:

$$b_{itk} = \text{Prob}(B_{it} \leq k | \mathbf{X}_{it}), \quad k = 1, \dots, 4 \quad (3)$$

where \mathbf{X}_{it} is a vector of explanatory values related to child i in time t . Using Equation 3, we can represent a generalized logistic model as:

$$\begin{aligned} \text{logit}(b_{itk}) &= \ln\left(\frac{b_{itk}}{1 - b_{itk}}\right) \\ &= \theta_k + \mathbf{X}'_{it}\beta \end{aligned} \quad (4)$$

where $\theta_1 \leq \theta_2 \dots \leq \theta_k$. Taking the generalized model in Equation 4 and the suite of covariates defined in Equation 2, the fully specified model used to estimate the log-odds of sampled child i in neighborhood block j at time t being in BLL category B_{it} becomes:

$$\begin{aligned} \text{logit}(b_{ijt}) &= \theta_k + \beta_1 D_{it}^n + \beta_2 D_{it}^f + \beta_3 T_{it} + \beta_4 W_{it}^e + \beta_5 W_{it}^s + \beta_6 W_{it}^w \\ &\quad + \Gamma_1 G_i + \Gamma_2 A_{it} + \Gamma_3 C_{it} + \Gamma_4 S_i + \Gamma_5 Z_{it} + \Gamma_6 L_{it} \\ &\quad + \lambda_1 F_{it} + \lambda_2 H_{jt} + \lambda_3 I_{jt} + \lambda_4 Q_{it} + \gamma_j, \quad k = 1, \dots, 4 \end{aligned} \quad (5)$$

¹²For sampled children within 1.5 miles of Reid-Hillview, we observe 7,341 records at $< 1.5 \mu\text{g}/\text{dL}$, 7,980 records at 1.5 to $< 3 \mu\text{g}/\text{dL}$, 1,633 records at 3 to $< 4.5 \mu\text{g}/\text{dL}$, and 287 records at $\geq 4.5 \mu\text{g}/\text{dL}$.

Our expectation is that the exponentiated log-odds corresponding to D_{it}^n and D_{it}^f will be < 1.0 reflecting lower risk of exceeding the threshold of $4.5 \mu\text{g/dL}$ among children in outer orbits of Reid-Hillview Airport relative to children nearest to Reid-Hillview Airport. We also expect that exponentiated log-odds corresponding W_{it}^e to be > 1.0 , reflecting higher odds of maximum categorical blood lead for sampled children East of Reid-Hillview Airport relative to children North of Reid-Hillview Airport. Similarly, we expect the exponentiated coefficient on T_{it} to be > 1.0 , indicating that the risk of exceeding the CDPH-defined threshold of $4.5 \mu\text{g/dL}$ increases with exposure to piston-engine aircraft traffic.

Table 7 reports odds ratios and 95% intervals of confidence in square brackets for our main indicators of aviation gasoline exposure risk. Given the ordered categorical measurement of our response variable, reported odds ratios have the interpretation of the expected change in the odds of a child's blood lead sample exceeding $4.5 \mu\text{g/dL}$ relative to the combined odds of appearing in lower BLL categories. Focusing on saturated model (3), as compared to children < 0.5 miles of Reid-Hillview Airport, sampled children residing 0.5 to 1 mile from Reid-Hillview Airport have $0.858\times$ lower odds of superseding $4.5 \mu\text{g/dL}$ relative to the combined odds of lower BLL categories. For children at 1 to 1.5 miles, the probability of a blood lead sample exceeding $4.5 \mu\text{g/dL}$ is 22.1% lower than statistically similar children at < 0.5 miles. With respect to residential near angle, children residing East of Reid-Hillview Airport are $2.37\times$ (95% Confidence Intervals: 1.98, 2.85) more likely to present with BLLs $\geq 4.5 \mu\text{g/dL}$ than children residing North of Reid-Hillview Airport, all else held equal. On the question of PEA traffic exposure, we find that an increase from minimum to maximum exposure increases the odds of eclipsing $4.5 \mu\text{g/dL}$ relative to the combined odds of presenting with a lower BLL category by a multiplicative factor of 1.30 (95% CI: 1.12, 1.50).

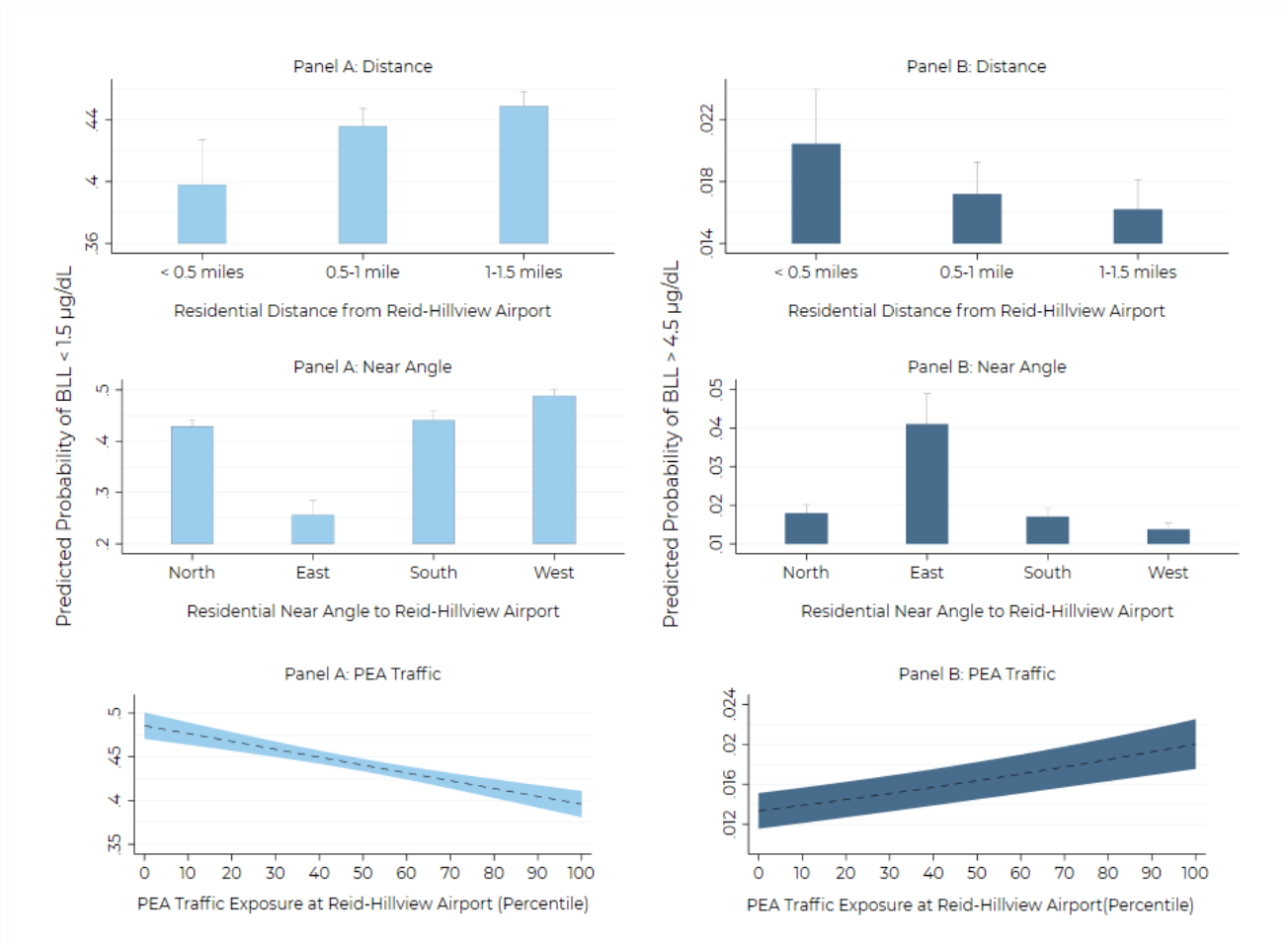
Figure 14 shows predicted probabilities of a sampled child appearing in the minimum ($< 1.5 \mu\text{g/dL}$) and maximum ($\geq 4.5 \mu\text{g/dL}$) specified categories of blood lead. Predicted probabilities are from model (3) in Table 7 where all other model variables are set to their

Table 7: Distance, Near Angle, PEA Traffic and Child BLL Categories, Proportional Odds

BLL Category	(1)	(2)	(3)
Distance RHV (Reference < 0.5 miles)			
0.5 to 1 miles	0.858** [0.740, 0.996]	0.823** [0.707, 0.957]	0.830** [0.713, 0.966]
1 to 1.5 miles	0.830** [0.716, 0.963]	0.793*** [0.681, 0.924]	0.779*** [0.668, 0.909]
Near Angle RHV (Reference North)			
East	1.768*** [1.533, 2.048]	1.888*** [1.626, 2.193]	2.374*** [1.979, 2.848]
PEA Traffic	2.020*** [1.811, 2.252]	2.030*** [1.817, 2.267]	1.298*** [1.122, 1.502]
Observations	17,162	17,162	17,162
Block FE	Yes	Yes	Yes
Distance	Yes	Yes	Yes
PEA Traffic	Yes	Yes	Yes
Near Angle FE	Yes	Yes	Yes
Demography	Yes	Yes	Yes
Draw Controls	Yes	Yes	Yes
Other Exposures	No	Yes	Yes
SES	No	No	Yes
Timing Controls	No	No	Yes

Notes: Estimates are presented as odds ratios; 95% Confidence intervals in square parentheses, bootstrapped standard errors *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL categories defined in Section 5.1; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Figure 14: Predicted Probabilities of Child BLLs by Distance, Near Angle, and PEA Traffic



Note: Across all panels, predictions are from model (3) in Table 7, with all other model variables fixed at their sample means.

means. Results displayed in Panels A (light blue) for each test variable of interest – distance, near angle, and PEA traffic exposure – correspond to predicted probabilities that a sampled child presents with a BLL $<1.5 \mu\text{g}/\text{dL}$. Results in Panels B (dark blue) pertain to predicted probabilities of a sampled child exceeding the CDPH-defined threshold of action of $\geq 4.5 \mu\text{g}/\text{dL}$. Graphics in Panels A versus B by indicator of aviation gasoline exposure risk are mirror-like opposites of each other.

Focusing on Panels B, we find that the probability of a sampled child presenting with a BLL in excess of the CDPH-defined threshold decreases measurably with distance from Reid-Hillview Airport, all else held equal. Specifically, we estimate that the probability of exceedance for sampled children in the nearest orbit is 20% and 27% higher than children in outer orbits of 0.5 to 1 mile and 1 to 1.5 miles, respectively. With respect to near angle, the probability of a blood lead sample taken from a child East (and predominantly downwind) of Reid-Hillview Airport is about 200% higher than samples from children West (and predominantly upwind) of Reid-Hillview Airport. With respect to PEA traffic exposure, children exposed to maximum traffic have an estimated probability of exceeding $4.5 \mu\text{g}/\text{dL}$ that is about 29% higher than children sampled in moments of minimum PEA traffic exposure.

5.1.1 Results Summary, Section 5.1

Overall, results on threshold effects reported in Table 7 and Figure 14 are consistent with linear model results reported in Section 4. All indicators of aviation gasoline exposure risk – residential proximity to Reid-Hillview Airport, residing East and predominately downwind of Reid-Hillview Airport, and exposure to high PEA traffic – meaningfully increase the odds that a sampled child presents with a BLL $\geq 4.5 \mu\text{g}/\text{dL}$ relative to combined odds of presenting with a lower category of blood lead.

5.2 PEA Traffic Exposure × Residential Distance

Next, we consider a statistical interaction between piston-engine aircraft traffic exposure and residential distance. Insofar as aviation gasoline exposure is a source of risk, we expect that the BLLs of sampled children proximate to Reid-Hillview Airport will be more responsive to the flow of PEA traffic than children more distant from the airport. Toward this analytic aim, we estimate the following:

$$\begin{aligned}
 Y_{ijt} = & \beta_0 + \beta_1 D_{it}^{nf} + \beta_2 CT_{it} + \beta_3 W_{it}^e + \beta_4 W_{it}^s + \beta_5 W_{it}^w + \delta \left(D_{it}^{nf} \times CT_{it} \right) \\
 & + \Gamma_1 G_i + \Gamma_2 A_{it} + \Gamma_3 C_{it} + \Gamma_4 S_i + \Gamma_5 Z_{it} + \Gamma_6 L_{it} \\
 & + \lambda_1 F_{it} + \lambda_2 H_{jt} + \lambda_3 I_{jt} + \lambda_4 Q_{it} + \gamma_j + \varepsilon_{ijt} \quad (6)
 \end{aligned}$$

where, the meaning of all terms carry from Equation 2 with the exception of D_{it}^{nf} that now assumes a value of 1 if a sampled child resides in the outer orbit of 0.5-1.5 miles of Reid-Hillview Airport and 0 if a sampled child resides within 0.5 miles of Reid-Hillview Airport. Outer orbits are collapsed given insignificance of difference observed in Table 3. We expect β_1 corresponding D_{it}^{nf} to be negative, reflecting lower BLLs among distant children (0.5-1.5 miles) relative to proximate children (< 0.5 miles). CT_{it} is the statistically centered value of PEA traffic exposure that is equal to $T_{it} - \bar{T}_{it}$ or the observed PEA traffic exposure (T_{it}) minus the mean of PEA traffic exposure (\bar{T}_{it}). We expect the corresponding parameter β_2 to be positive, indicating that BLLs increase with the PEA traffic exposure. Finally, we expect δ corresponding to $D_{it}^{nf} \times CT_{it}$ to be negative, indicating that the BLLs of sampled children proximate to Reid-Hillview Airport (< 0.5 miles) are more responsive to PEA traffic than children distant from Reid-Hillview Airport (0.5-1.5 miles).

As before, Table 8 presents coefficients for many different models that increase successively in the saturation of control variables. Across models (1) through (6), estimated coefficients behave as theoretically expected and are distinguishable from chance. Concentrating interpretation on model (6), the main effect of residential distance indicates that sampled children at 0.5 to 1.5 miles from Reid-Hillview Airport present with BLLs

Table 8: PEA Traffic × Residential Distance at Reid-Hillview Airport and Child BLLs

BLL ($\mu\text{g/dL}$)	(1)	(2)	(3)	(4)	(5)	(6)
Distance (Reference < 0.5 miles)						
0.5 to 1.5 miles	-0.164** (0.077)	-0.158** (0.076)	-0.161** (0.076)	-0.183** (0.072)	-0.190*** (0.072)	-0.196*** (0.072)
PEA Traffic	1.002*** (0.195)	1.005*** (0.196)	1.009*** (0.195)	0.964*** (0.192)	0.970*** (0.193)	0.833*** (0.190)
0.5 to 1.5 miles × PEA Traffic	-0.670*** (0.205)	-0.670*** (0.206)	-0.661*** (0.206)	-0.709*** (0.201)	-0.711*** (0.202)	-0.712*** (0.202)
Constant	1.986*** (0.075)	1.980*** (0.081)	1.902*** (0.087)	2.197*** (0.094)	2.147*** (0.096)	2.238*** (0.302)
Observations	17,162	17,162	17,162	17,162	17,162	17,162
Block FE	Yes	Yes	Yes	Yes	Yes	Yes
Distance	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	Yes	Yes	Yes	Yes	Yes	Yes
Near Angle FE	No	Yes	Yes	Yes	Yes	Yes
Demography	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g/dL}$); Distance groups are assigned using the distance (miles) between RHV and the child's place of residence; PEA traffic is average daily PEA operations at nearest airport, calculated over 60 days from child's date of draw and converted to percentiles then centered (mean=0) for ease of interpretation; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

that are about $1/5^{th}$ of a $\mu\text{g}/\text{dL}$ lower than children nearest to the airport. Because PEA traffic is centered at the mean, the coefficient on PEA traffic exposure indicates that a doubling of PEA traffic from the mean is associated with a $0.833 \mu\text{g}/\text{dL}$ increase in child BLLs, all else held equal. The estimated coefficient of interaction is negative ($\hat{\delta} = -0.712$), implying that an increase in PEA traffic exposure affects the BLLs of sampled children more distant from Reid-Hillview Airport less than children proximate to Reid-Hillview Airport.

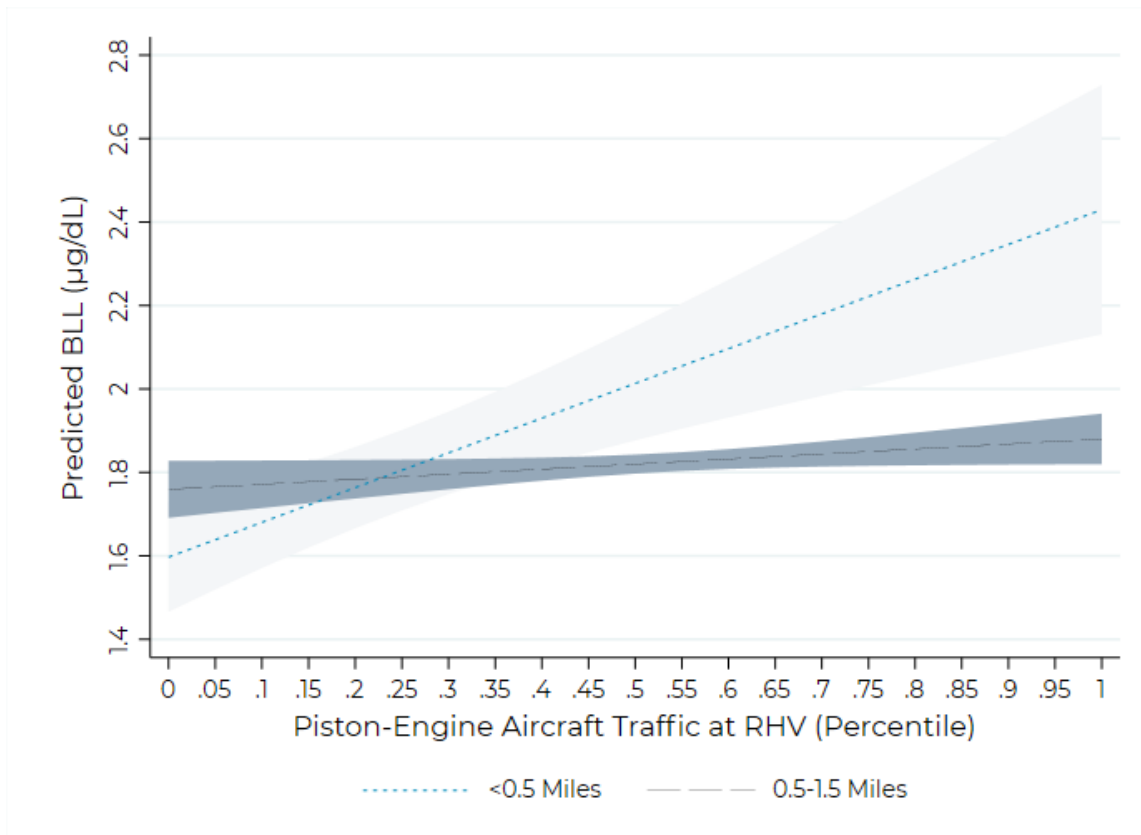
Figure 15 visualizes the effects reported in Table 8, showing predicted BLLs of sampled children at two distances – within 0.5 miles and 0.5-1.5 miles from Reid-Hillview Airport – over the range of observed PEA traffic exposure. Predictions are from model (6) in Table 8, with all other model covariates set to their means. Figure 15 shows that, all else held equal, a movement from the minimum to maximum PEA traffic exposure increases the BLLs of sampled children proximate to Reid-Hillview Airport by $0.83 \mu\text{g}/\text{dL}$ (1.60 to $2.43 \mu\text{g}/\text{dL}$). By comparison, children more distant from Reid-Hillview Airport (0.5 to 1.5 miles) experience a more modest increase in BLLs of about $1/10^{th}$ of $\mu\text{g}/\text{dL}$ (1.76 to $1.88 \mu\text{g}/\text{dL}$) for an increase in PEA traffic from the minimum to the maximum.

In Figure 16 we visualize results where we substitute our PEA traffic variable for aviation gasoline sales at Reid-Hillview Airport. Recall, the quantity of lead-formulated gasoline sold to fixed-base operators at Reid-Hillview Airport is measured monthly and available from January 2011 till July of 2019. As before, predicted BLLs are from model (6) with other model covariates set at their sample means. Results in Figure 16 are qualitatively similar to results displayed in Figure 15, showing that BLLs of sampled children proximate to Reid-Hillview Airport increase more substantially in response to aviation gasoline sales than children more distant from the airport.

5.2.1 Results Summary, Section 5.2

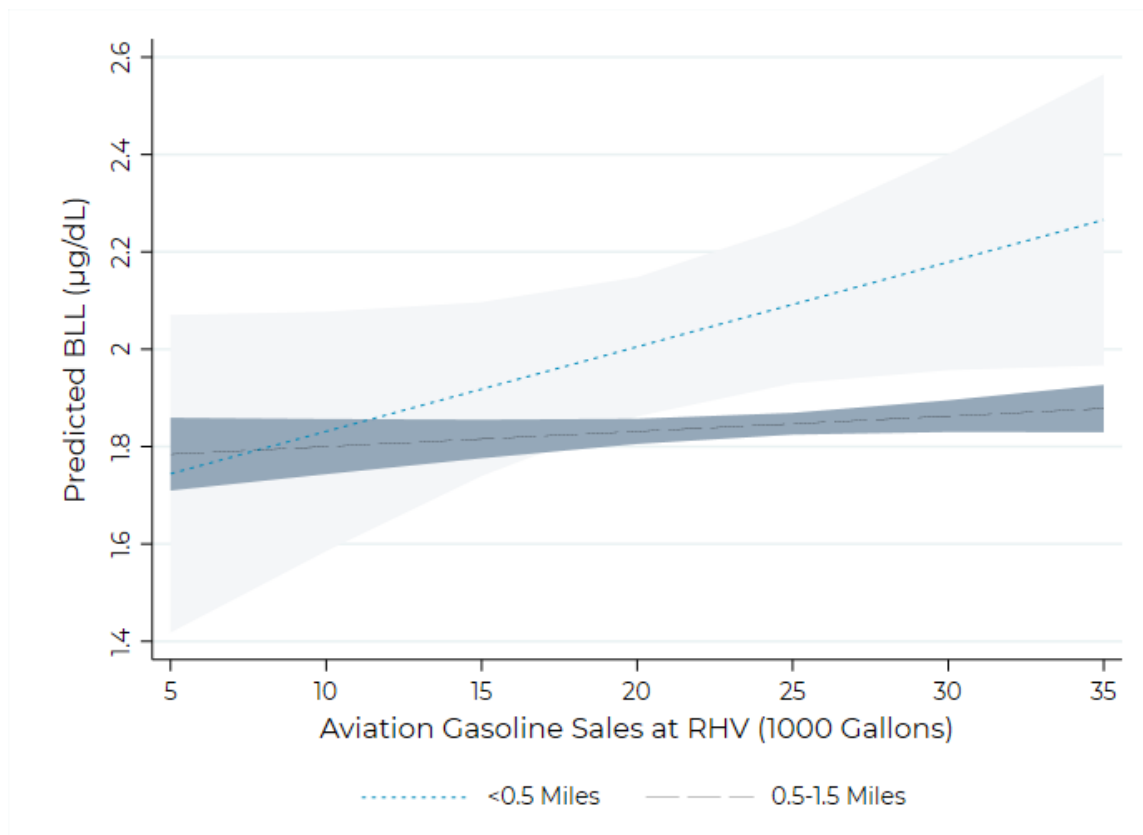
On balance, the evidence suggests that children residing within 0.5 miles of Reid-Hillview Airport are especially vulnerable to increases in PEA traffic. Increasing the distance of

Figure 15: PEA Traffic × Residential Distance and Predicted Child BLLs



Note: Predictions are from model (6) in Table 8, with all other model variables fixed at their sample means.

Figure 16: Aviation Gasoline Sales × Residential Distance and Predicted Child BLLs



Note: Predictions are based on model (6) in Table 8 with aviation gasoline sales replacing PEA traffic. All other model variables fixed at their sample means.

a child from Reid-Hillview Airport (beyond 0.5 miles) appears to insulate that sampled child from the BLL effects of an increase in the volume of PEA traffic. Children more distant from Reid-Hillview Airport (0.5 to 1.5 miles) experience a modest increase in BLLs of about $1/10^{th}$ of $\mu\text{g}/\text{dL}$ from an increase in PEA traffic from the minimum to the maximum. By contrast, among children at < 0.5 miles of Reid-Hillview Airport, an increase from the minimum to maximum exposure to PEA traffic is associated with an estimated $0.83 \mu\text{g}/\text{dL}$ increase in BLLs. These results are supported by ancillary analyses involving the statistical interaction between distance and aviation gasoline sales at Reid-Hillview Airport.

5.3 PEA Traffic Contraction

As the COVID-19 pandemic gripped the country, state and local governments enacted various restrictions on the behavior of households and firms to limit the spread of the disease. Corresponding with these efforts, PEA traffic declined measurably at Reid-Hillview Airport over the months of February to July of 2020. As compared to three baseline control periods – 2011-2019, 2015-2019, and 2018-2019 – PEA traffic declined by 34 to 44%. Intriguingly, PEA traffic at Reid-Hillview Airport returned to pre-pandemic levels in August to December of 2020. The pandemic-caused dynamics in piston-engine aircraft operations at Reid-Hillview Airport present us with a natural experiment.

Insofar as aviation gasoline exposure is a source of risk, then we should observe a reduction in the BLLs of children sampled in this PEA traffic contraction period, other things held equal. To test whether child blood levels behaved differently in the contraction moment, we estimate the following linear model:

$$\begin{aligned}
 Y_{ijt} = & \beta_0 + \beta_1 D_{it}^n + \beta_2 D_{it}^f + \beta_3 T_{it} + \beta_4 W_{it}^e + \beta_5 W_{it}^s + \beta_6 W_{it}^w + \beta_7 COV_t \\
 & + \Gamma_1 G_i + \Gamma_2 A_{it} + \Gamma_3 C_{it} + \Gamma_4 S_i + \Gamma_5 Z_{it} + \Gamma_6 L_{it} \\
 & + \lambda_1 F_{it} + \lambda_2 H_{jt} + \lambda_3 I_{jt} + \lambda_4 Q_{it} + \gamma_j + \varepsilon_{ijt} \quad (7)
 \end{aligned}$$

where, all terms carry from Equation 2 with the exception COV_t that is an indicator variable equal to 1 if a child is sampled in the PEA traffic contraction moment and 0 otherwise. Other things held equal, we expect the coefficient β_7 , corresponding to COV_t , to be negative, indicating that children sampled in the PEA traffic contraction moment present with lower BLLs than children not sampled in this period.

A reasonable concern with this analytic exercise is that the kind of children sampled in the PEA contraction moment may be characteristically different than children sampled outside this moment. Table 9 compares means on model variables by children sampled in versus out of the PEA traffic contraction period. Sampled children are statistically indistinguishable in terms of residential distance to Reid-Hillview Airport (0.93 vs 0.94 miles, $p = 0.442$), fraction living East of Reid-Hillview Airport (0.07 vs 0.07, $p = 0.294$), child age (2.81 vs 2.91, $p = 0.180$), the proportion children that are female (0.49 vs 0.51, $p = 0.199$), and sample order (0.82 vs 0.87, $p = 0.136$). We do observe significant differences on the proportion of samples drawn by capillary method (0.27 vs 0.17, $p < 0.001$), the percentage of housing stock in a child's residential neighborhood at-risk of presenting with lead-based paint (27.79 vs 24.41, $p < 0.001$), and neighborhood socioeconomic status (-0.27 vs 0.33, $p < 0.001$). Importantly, across every variable for which we observe differences, all function to increase the BLLs of children sampled outside the contraction period relative to children sampled in the PEA traffic contraction period, likely rendering our test results conservative.

Table 10 presents estimated coefficients pertaining to the PEA traffic contraction period. As expected from an aviation gasoline exposure risk standpoint, and other things held equal, the BLLs of sampled children in the PEA traffic contraction moment are significantly lower vis-à-vis children sampled outside this moment. Across models (1-6), we find that BLLs decreased by 0.22 to 0.35 $\mu\text{g}/\text{dL}$, depending on the presence of control variables. The period indicator coefficient attenuates intuitively with the inclusion of measured PEA traffic exposure in model (7). Figure 17 illustrates results from model (6) in Table 10, showing predicted BLLs for children sampled inside versus outside the PEA

Table 9: Comparison of Means on Variables by Contraction Period, (t-Test)

	Non-Contraction Period	Contraction Period	<i>p</i> value
PEA Traffic Exposure	0.52	0.15	<0.001
Distance to RHV	0.93	0.94	0.442
Residence East of RHV	0.07	0.07	0.294
Age (years)	2.81	2.91	0.180
Female	0.49	0.51	0.199
Capillary Blood Draw	0.27	0.17	<0.001
Sample Order	0.82	0.87	0.136
Tri Facilities < 2 miles	2.50	2.55	0.059
Neighborhood % Stock < 1960	27.79	24.41	<0.001
Neighborhood SES	-0.27	0.33	<0.001

Note: *p* values correspond to one-tailed t-tests with equal variances assumed across variables.

traffic contraction period. Fixing other covariates at their means, we find that child BLLs decreased by around $1/4^{th}$ $\mu\text{g}/\text{dL}$ in the contraction period.

5.3.1 Results Summary, Section 5.3

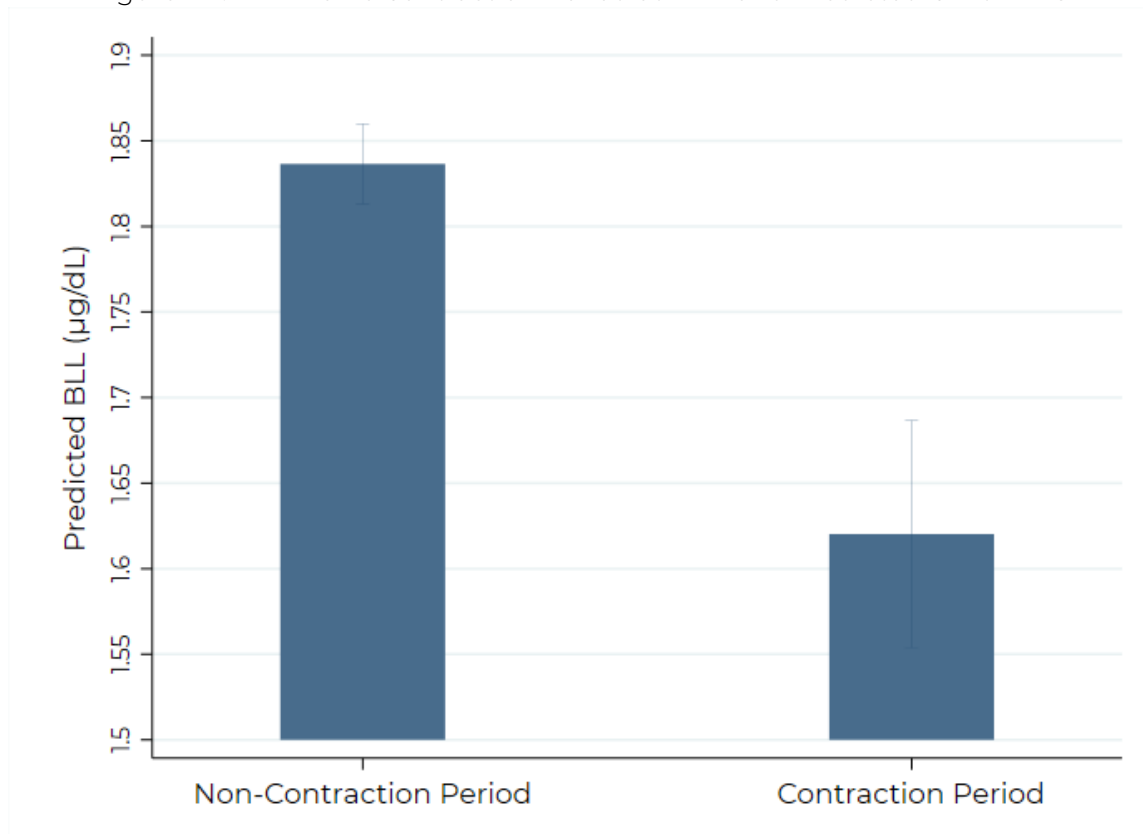
PEA traffic at Reid-Hillview Airport declined measurably from February to July in 2020, recovering to historically normal levels in August through December. Children sampled in this PEA traffic contraction period presented with significantly lower BLLs – about $1/4^{th}$ of a $\mu\text{g}/\text{dL}$ lower – than children not sampled in this contraction window. Given the reduction in PEA traffic of ~ 34 to 44% , the size of the estimated reduction in BLLs of $1/4^{th}$ of a $\mu\text{g}/\text{dL}$ is approximately equal in magnitude to what we observe in main results pertaining to PEA traffic. The estimated statistical association may be understated given characteristic differences in children sampled across periods.

Table 10: PEA Traffic Contraction Period at Reid-Hillview and Child BLLs

BLL ($\mu\text{g/dL}$)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Contraction Period	-0.348*** (0.040)	-0.348*** (0.040)	-0.349*** (0.040)	-0.352*** (0.040)	-0.217*** (0.034)	-0.216*** (0.034)	-0.066 (0.051)
Constant	1.840*** (0.013)	1.987*** (0.075)	1.983*** (0.081)	1.905*** (0.087)	2.192*** (0.094)	2.167*** (0.094)	2.084*** (0.323)
Observations	17,241	17,241	17,241	17,241	17,241	17,241	17,162
Block FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Distance	No	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	No	No	No	No	No	No	Yes
Near Angle FE	No	No	Yes	Yes	Yes	Yes	Yes
Demography	No	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles of RHV, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g/dL}$); Contraction period is an indicator equaling 1 if draw date occurs February, 2020 thru July, 2020, zero otherwise; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Figure 17: PEA Traffic Contraction Period at RHV and Predicted Child BLLs



Note: Predictions are from model (6) in Table 10, with all other model variables fixed at their sample means.

5.4 Relative School Distance

When schools are in session, school-aged children spend a considerable amount of their day away from home. In our context, the school a child attends may be more or less distant from Reid-Hillview Airport than their place of residence. Insofar as aviation gasoline exposure is a source of risk, school-aged children that commute away from Reid-Hillview Airport to attend school might present with lower BLLs, other things held constant.

With a complete inventory of elementary, middle and high schools in Santa Clara County from the National Center for Education Statistics, we assigned each school-aged child (≥ 4 years of age) at the time of blood draw to the nearest grade-serving school. This matching process assumes that a child attends the nearest available school, and that all children are in typical age-based grades. To test whether the blood lead levels of sampled children behave differently by the relative distance of their residence and assigned school to Reid-Hillview Airport, we estimate the following linear model:

$$\begin{aligned} Y_{ijt} = & \beta_0 + \beta_1 D_{it}^n + \beta_2 D_{it}^f + \beta_3 T_{it} + \beta_4 W_{it}^e + \beta_5 W_{it}^s + \beta_6 W_{it}^w + \beta_7 SC_{it} \\ & + \Gamma_1 G_i + \Gamma_2 A_{it} + \Gamma_3 C_{it} + \Gamma_4 S_i + \Gamma_5 Z_{it} + \Gamma_6 L_{it} \\ & + \lambda_1 F_{it} + \lambda_2 H_{jt} + \lambda_3 I_{jt} + \lambda_4 Q_{it} + \gamma_j + \varepsilon_{ijt} \quad (8) \end{aligned}$$

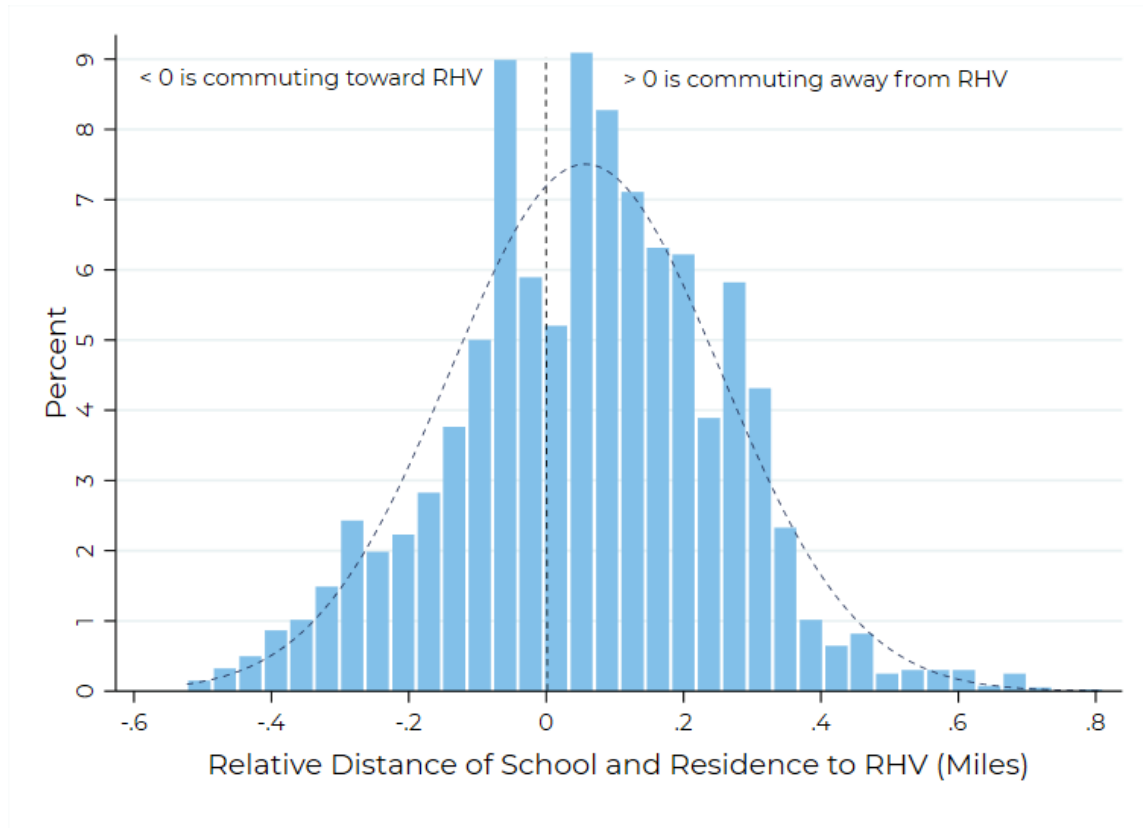
where, all terms carry from Equation 2 with the exception SC_{it} , our school commute variable, measuring the relative distance between a child's assigned school and residence in time t to Reid-Hillview Airport. Relative distance is calculated by subtracting the residential distance of a sampled child to Reid-Hillview Airport from the distance of the assigned school to Reid-Hillview Airport. Negative values indicate that a child commutes toward Reid-Hillview Airport during the school day, and positive values mean that a child commutes away from Reid-Hillview Airport during the school day. Other things held equal, we expect the coefficient of β_7 corresponding to SC_{it} to be negative, indicating that the BLLs of children decrease as one increases the distance that they commute away from Reid-Hillview Airport during the school day.

We extend this test by reconstituting our school commute variable into a series of tercile indicators, dividing the distribution into three even piles. Denoting medium (m) and high (h) terciles of school commuting and letting the first tercile be the reference group, we modify Equation 8 by replacing the continuous variable SC_{it} with dummy variables SC_{it}^m and SC_{it}^h for medium and high commuting terciles, respectively. We expect β_{3a} and β_{3b} , corresponding to SC_{it}^m and SC_{it}^h , to be negative, indicating that BLLs are lower among sampled children that commute longer distances away from Reid-Hillview Airport than children that commute toward Reid-Hillview Airport for school, other things held equal.

Figure 18 is a histogram of the school commuting behavior of elementary and middle school-aged children that reside within 1.5 miles of Reid-Hillview Airport. On the x-axis we plot relative distance, which recall is the distance of the assigned school to Reid-Hillview Airport minus the distance of residence to Reid-Hillview Airport. The distribution is approximately normal with faint kurtosis ($K = 3.13$) and the absence of skew ($S = -0.05$). Of all observable characteristics, only child age and residential distance are correlated with relative distance, with older children (particularly children of high school age) traveling longer distances away from Reid-Hillview Airport, and with children residing 1 to 1.5 miles being more likely to travel toward Reid-Hillview Airport for school. With these exceptions, moving toward or away from Reid-Hillview Airport appears to be statistically independent of observable child characteristics.

Table 11 reports coefficients for relative distance measured continuously (in miles) – models (1) to (3) – and categorically (in terciles) in models (4) to (6). Models (1) and (4) report results for all school-aged children. Beginning with model (1), we find that a 1-mile increase in relative distance is associated with a reduction in child BLLs of $0.32 \mu\text{g}/\text{dL}$. Sampled children that commute away from Reid-Hillview Airport to attend school witness a reduction in their BLLs, and vice-versa. The results in model (4) show that as compared to children that commute toward RHV for school – our reference group of Low Tercile – children in the Medium Tercile (that commute shorter distances away from RHV) and the High Tercile (that commute longer distances away from Reid-Hillview Airport)

Figure 18: Histogram of Relative Distance of School and Residence to RHV



Note: The calculation of relative distance involves taking the distance of the assigned nearest school to Reid-Hillview Airport minus the residential distance of the sampled child to Reid-Hillview Airport. Negative values indicate that a child commutes toward Reid-Hillview Airport and a positive value indicates that a child commutes away from Reid-Hillview Airport during the school day.

Table 11: School and Residential Distance Difference to Reid-Hillview Airport and Child BLLs

BLLs ($\mu\text{g}/\text{dL}$)	(1)	(2)	(3)	(4)	(5)	(6)
Difference (miles)	-0.318*** (0.069)	-0.340*** (0.080)	-0.248 (0.152)			
Difference (Reference Low Tercile)						
Medium Tercile				-0.190** (0.081)	-0.225*** (0.085)	0.055 (0.182)
High Tercile				-0.330*** (0.075)	-0.359*** (0.084)	-0.131 (0.139)
Constant	2.550*** (0.572)	2.743*** (0.655)	3.033*** (1.140)	2.812*** (0.568)	3.005*** (0.655)	2.962** (1.197)
Observations	4,347	3,352	995	4,315	3,325	990
Block FE	Yes	Yes	Yes	Yes	Yes	Yes
Distance	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	Yes	Yes	Yes	Yes	Yes	Yes
Near Angle FE	Yes	Yes	Yes	Yes	Yes	Yes
Demography	Yes	Yes	Yes	Yes	Yes	Yes
Draw Controls	Yes	Yes	Yes	Yes	Yes	Yes
Other Exposures	Yes	Yes	Yes	Yes	Yes	Yes
SES	Yes	Yes	Yes	Yes	Yes	Yes
Timing Controls	Yes	Yes	Yes	Yes	Yes	Yes
School in Session	Yes	Yes	No	Yes	Yes	No

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g}/\text{dL}$); Difference is distance from child's place of residence to RHV less the distance of assigned school to RHV (miles); Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

present with BLLs that are -0.19 and -0.33 $\mu\text{g}/\text{dL}$ lower, respectively.

Models (2) and (5) restrict analysis to children sampled in periods when school *is* in session. Models (3) and (6) censor observations to children sampled in periods when school *is not* in session.¹³ As expected, and as compared to models (1) and (3) where all school-aged children are observed, coefficients in models (2) and (5) amplify with the *exclusion* of children sampled in periods when school is not session. In models (3) and (6), we observe an attenuation of relative distance coefficients when restricting to children sampled in periods when school is not in session. Subgroup analyses behave logically, with the relative distance mechanism operating statistically significantly in periods when school is in session.

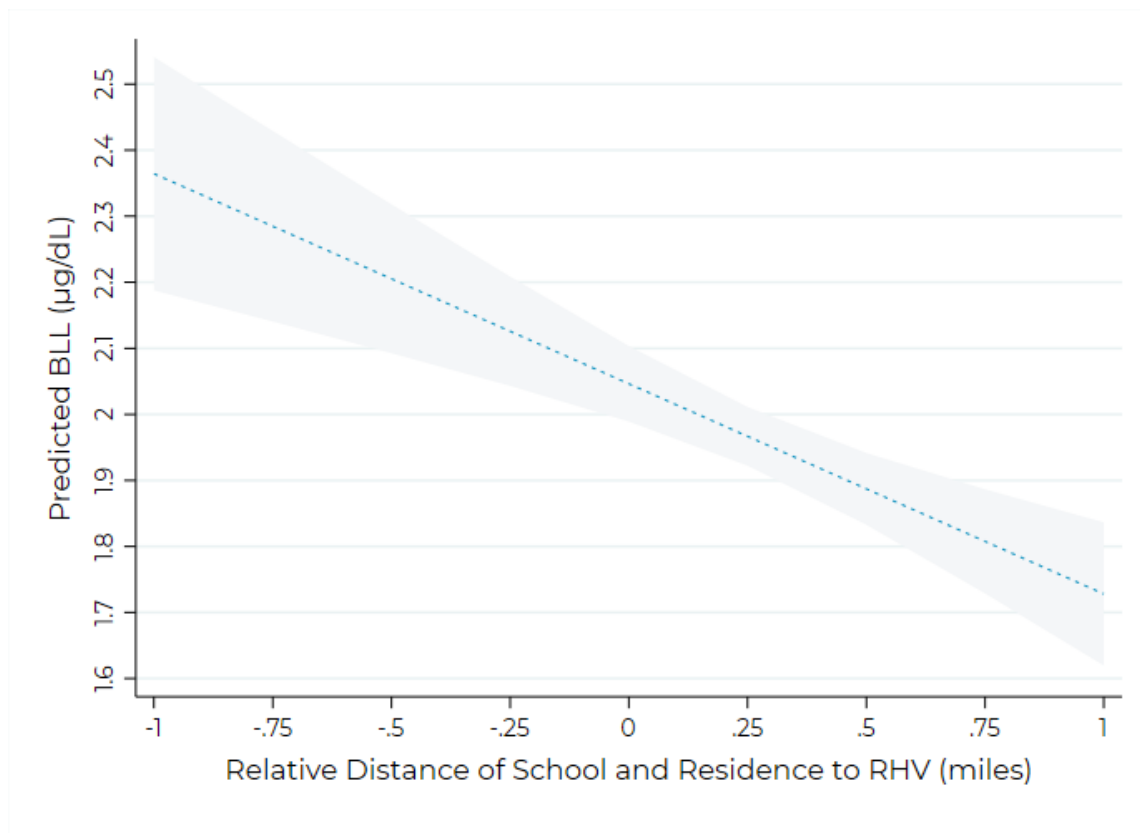
Figure 19 and Figure 20 visualize results from models (1) and (4) in Table 11. On the x-axis in Figure 19 we plot the relative distance of a child's assigned school and residence to Reid-Hillview Airport, and on the y-axis we have predicted BLL. As before, all other model covariates in Equation 8 are fixed at their sample means. Other things held equal, sampled children that *commute toward* Reid-Hillview Airport for school by 1 mile have predicted BLLs of 2.37 $\mu\text{g}/\text{dL}$ (95% CI: 2.15, 2.59). By contrast, sampled children that *commute away* Reid-Hillview Airport for school by 1 mile have predicted BLLs of 1.72 $\mu\text{g}/\text{dL}$ (95% CI: 1.53, 1.92). Figure 20 divides our distribution of relative distance into terciles. In support of the linear dose-response displayed in Figure 19, we find that the predicted BLLs of sampled child decrease incrementally across relative distance terciles, going from 2.20 to 2.03 to 1.85 $\mu\text{g}/\text{dL}$, respectively.

5.4.1 Results Summary, Section 5.4

By matching school-aged children to the nearest grade-serving school, we tested whether the blood lead levels of sampled children decline measurably with the distance that they

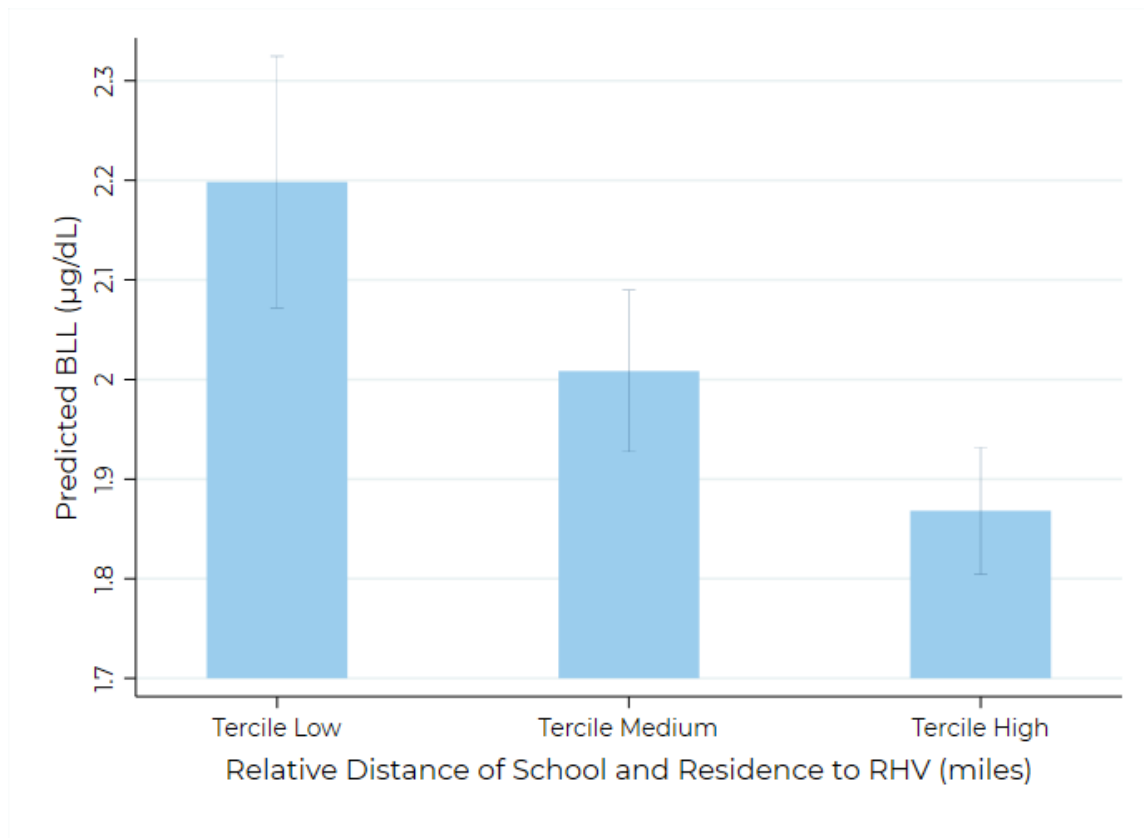
¹³In Santa Clara County, public schools are typically not in session from the first week of June till the second week of August – extended summer break – and closed from the third week of December till the first week of January – extended winter break.

Figure 19: Relative Distance of School and Residence to RHV and Predicted Child BLLs



Note: Predictions are from model (1) in Table 11, with all other covariates fixed at their sample means. The calculation of relative distance involves taking the distance of the assigned nearest school to Reid-Hillview Airport minus the residential distance of the sampled child to Reid-Hillview Airport. Negative values indicate that a child commutes toward Reid-Hillview Airport and a positive value indicates that a child commutes away from Reid-Hillview Airport during the school day.

Figure 20: Relative Distance Terciles of School and Residence to RHV and Predicted Child BLLs



Note: Predictions are from model (4) in Table 11, with all other covariates fixed at their sample means. Terciles divide the distribution of relative of school and residence to Reid-Hillview Airport into three even piles. The average relative distances in Terciles Low, Medium and High are -0.17, 0.07, and 0.32 miles, respectively.

commute away from Reid-Hillview Airport to attend school. Results reported in Table 11 and Figure 19 corroborate the notion that exposure to aviation gasoline is likely a statistically independent source of risk. Children commuting toward Reid-Hillview Airport to attend school present with substantially higher BLLs than sampled children commuting away from Reid-Hillview Airport for school. This relative distance effect appears to be dose-responsive.

5.5 Extension to All Airports

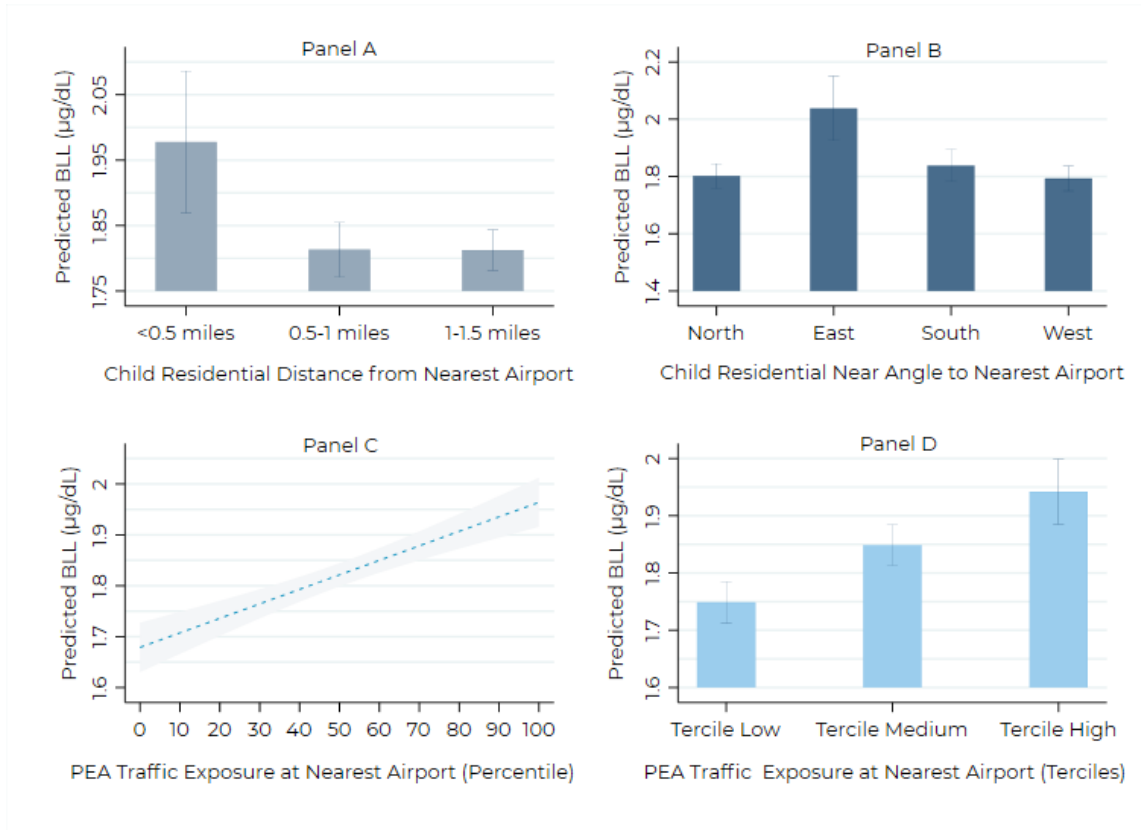
As indicated in FAA data, four other airports located in Santa Clara County service piston-engine aircraft, including NUQ, PAO, SJC, and E16. As with RHV, we extracted all valid CDPH records on children ≤ 18 years of age, residing within 1.5 miles of acnuq, PAO, SJC, or E16, and sampled in the last 10 years (January 1, 2011 to December 31, 2011). By adding the 2,500 records obtained from this extraction process to our set of observations, we test the persistence of results reported in Section 4 and Section 5 pertaining to Reid-Hillview Airport.

Figure 21 displays the medley of analyses pursued in Section 4, pertaining to residential distance (Panel A), residential near angle (Panel B), and piston-engine aircraft traffic exposure (Panels C and D). Detailed tables with estimated coefficients corresponding to Panels A through D in Figure 21 are presented in the Appendix.¹⁴

As shown in Figure 21, the results reported in Section 4 are robust to the inclusion of children proximate to other airports in Santa Clara County that service piston-engine aircraft. Again, we find that child BLLs decrease with distance from the nearest airport, are significantly higher among children residing East (and predominantly downwind) of the nearest airport, and increase with the volume of PEA traffic (whether measured continuously or categorically).

¹⁴See Appendix Table A.2, Table A.3, Table A.4, Table A.5, Table A.6, and Table A.7.

Figure 21: Main Results on Aviation Gasoline Exposure Risk at Nearest Airports



Note: Residential distance (Panel A) and residential near angle (Panel B) pertain to the nearest airport. PEA traffic in percentile terms (Panel C) and division into terciles (Panel D) correspond to observed PEA traffic at the nearest airport. Across predictions, other model variables are fixed at their sample means.

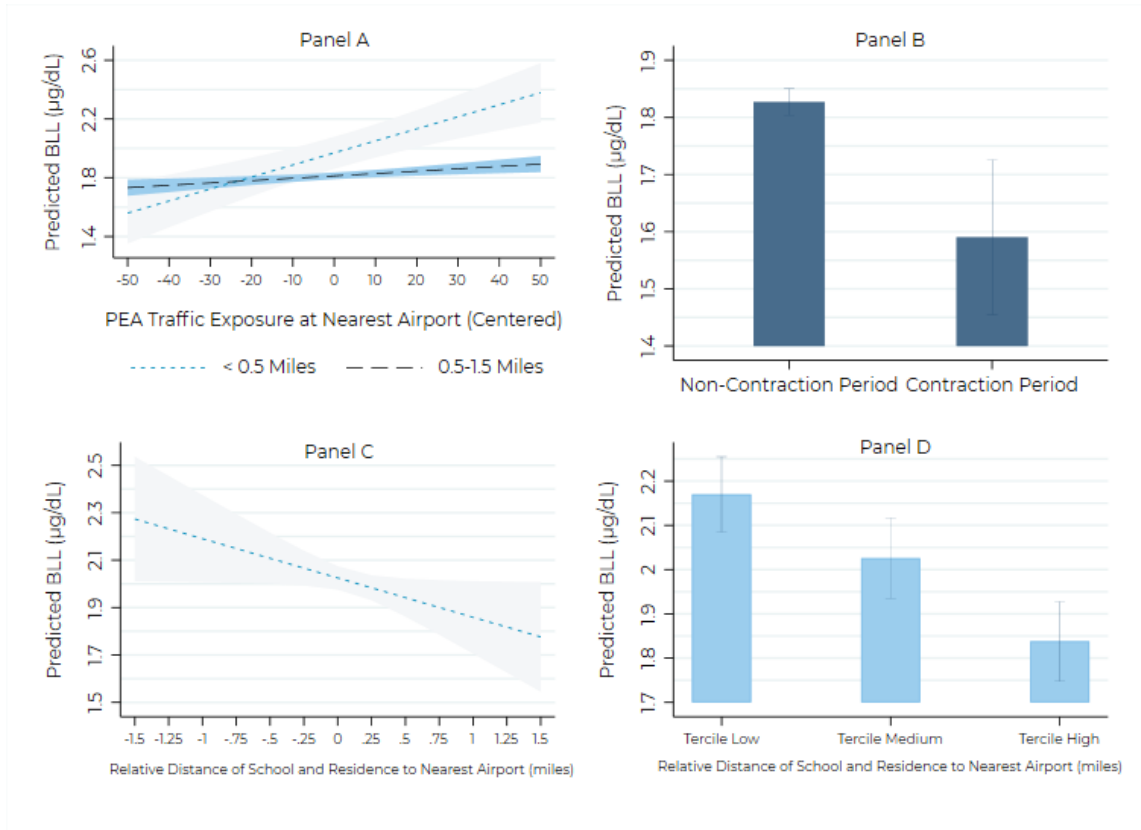
Figure 22 presents an assortment of extended analyses pursued in Section 5, including the statistical interaction of piston-engine aircraft traffic and residential distance (Panel A), the behavior of BLLs of sampled children during the PEA traffic contraction period in 2020 corresponding with the onset of protection efforts to limit the spread of COVID-19 (Panel B), and exposure insulation effects of commuting away from the nearest airport to attend school (Panels C and D). Again, detailed tables with estimated coefficients corresponding to Panels A through D in Figure 22 are presented in the Appendix.

With the inclusion of sampled children proximate to other airports in Santa Clara County, Panel A in Figure 22 shows, once again, that children residing within 0.5 miles of the nearest airport are especially vulnerable to fluctuations in PEA traffic. In Panel B we find that children sampled in the PEA traffic contraction moment present with substantially lower BLLs than statistically similar children sampled outside this moment. In Panels C and D we find that school-aged children commuting away from the nearest airport to attend school realize substantially lower BLLs than children commuting toward PEA-servicing airports for school.

5.5.1 Results Summary, Section 5.5

Across an ensemble of tests that incorporate children proximate to other airports in Santa Clara County with non-zero piston-engine aircraft activity, we find that all results reported in Section 4 and Section 5 pertaining to Reid-Hillview Airport are statistically upheld. Estimated coefficients are similar in direction and magnitude, supporting the hypothesis that exposure to aviation gasoline is a significant source of risk for children proximate to PEA-servicing airports.

Figure 22: Extended Results on Aviation Gasoline Exposure Risk at Nearest Airports



Note: PEA Traffic \times Residential distance (Panel A) and contraction period (Panel B) pertain to the nearest airport. Relative distance (Panel C) and division into terciles (Panel D) correspond to relative distances from residence and assigned school to the nearest airport. Across predictions, other model variables are fixed at their sample means.

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6 Reduction Scenario

To provide additional quantitative meaning to our results, we conservatively estimate the social benefits of a simulated reduction in PEA traffic from the 50th (observed median) to the 1st percentile (observed minimum). Social benefits are quantified with a standard syllogism in environmental health economics (PEA Traffic → Child BLLs → IQ → Lifetime Earnings) linking lead exposure source to child BLLs to IQ points and to the net present value of future earnings (Schwartz, 1994; Gould, 2009; Grosse et al., 2002).

With coefficients from our Distance × PEA Traffic test reported in Table 8 and visualized in Figure 15, we calculate that a reduction in PEA traffic from the 50th to the 1st percentile results in an estimated reduction in average BLLs from 2.01 to 1.60 $\mu\text{g}/\text{dL}$ among sampled children residing within 0.5 miles of Reid-Hillview Airport, and a reduction of 1.82 to 1.76 $\mu\text{g}/\text{dL}$ among sampled children within 0.5-1.5 miles of the airport. These expected reductions in average BLLs are a health benefit conferred on the population of children (≤ 18 years) residing around Reid-Hillview Airport. This calculation completes the first step of the syllogism of PEA Traffic → Child BLLs.

In an international pooled analysis of low-level environmental lead exposure and children's intellectual function, Lanphear et al. (2005) report that 1 $\mu\text{g}/\text{dL}$ increase of lead in a child's bloodstream is statistically associated with a 0.56 point (95% CI: 0.35, 0.78) reduction in measured IQ¹⁵. With the Lanphear et al. (2005) estimate of 0.56 IQ points (95% CI: 0.35, 0.78) for every $\mu\text{g}/\text{dL}$ of lead, one can translate the estimated reduction in average BLLs from our PEA traffic reduction scenario of 0.41 $\mu\text{g}/\text{dL}$ into an expected gain in IQ for children within 0.5 miles of RHV, and 0.06 $\mu\text{g}/\text{dL}$ for children at 0.5-1.5 miles, completing the second step of the syllogism of Child BLLs → IQ.

¹⁵It should be noted that this coefficient of 0.56 IQ points is likely underestimated in the context of aviation gasoline exposure at Reid-Hillview Airport. Recall, Figure 1 showing that the relationship between IQ and child BLL is non-linear, with the steeper losses in IQ at lower BLLs. At $\leq 5 \mu\text{g}/\text{dL}$, the relationship approaches and possibly exceeds 1 to 1. Therefore, we may regard the final tally of potential gains from a reduction in PEA traffic presented in Table 12 as likely conservative.

The final step of the syllogism, IQ \rightarrow Lifetime Earnings, involves the known statistical relationship between IQ and lifetime earnings. Following other (Schwartz, 1994; Salkever, 1995; Grosse et al., 2002; Nevin et al., 2008), each IQ point gained corresponds to an estimated gain in the present discounted value of lifetime earnings of \$22,871 (2020 U.S.\$). One can complete the social benefits exercise by translating the expected gain in IQ over the estimated number of children residing around Reid-Hillview Airport (over the observation period of January 1st, 2011 to December 31st, 2020) to get the expected gain in lifetime earnings resulting from a simulated reduction in piston-engine aircraft traffic from the 50th to 1st percentile.

Table 12 summarizes calculated social benefits for a simulated reduction in PEA traffic from the 50th (observed median) to the 1st percentile (observed minimum). To illustrate the logic, take the first row corresponding to children residing within 0.5 miles of Reid-Hillview. Column (A) is the estimated number of children \leq 18 years of age residing $<$ 0.5 miles of Reid-Hillview Airport from January 1st, 2011 to December 31st, 2020 of 3,000. Column (B) is the expected reduction in child BLLs of 0.41 $\mu\text{g/dL}$ resulting from the simulated reduction in piston-engine aircraft traffic from the 50th to 1st percentile. Column (C) is the expected gain in IQ for each $\mu\text{g/dL}$ reduced in a child's bloodstream of 0.56 IQ points. In parentheses we report the interval of confidence around this estimated gain of 0.56 IQ points (of 0.35 to 0.78). Data in Column (C) are from the Lanphear et al. (2005) international pooled analysis of low-level environmental lead exposure and children's intellectual function.

Column (D) is the estimated IQ points gained over the cohort of children \leq 18 years of age residing within 0.5 miles of Reid-Hillview Airport from the simulated reduction in piston-engine aircraft traffic from the 50th to the 1st percentile. The number of 347 is derived by Column (A) \times Column (B) \times Column (C). The numbers in parentheses in Column (D) of 213 and 481 correspond to the intervals of confidence in Column (C), providing a range estimate of the cohort gain in IQ from the PEA traffic reduction scenario.

Table 12: Estimated Gain in Cohort Lifetime Earnings from IQ Gain from PEA Traffic Reduction of 50th to 1st Percentile

Distance	(A) Cohort ≤ 18 yrs	(B) Expected BLL Decrease	(C) IQ Gain per μg/dL	(D) Cohort IQ Points Gained	(E) Lifetime \$ per IQ Point	(F) Cohort Benefit (\$ Millions)
0-0.5 Miles	1,500	0.41 μg/dL	0.56 (0.35, 0.78)	347 (213, 481)	\$22,871	\$7.9 (\$4.9, \$11.0)
0.5-1.5 Miles	13,000	0.06 μg/dL	0.56 (0.35, 0.78)	440 (270, 610)	\$22,871	\$10.1 (\$6.2, \$14.0)

Notes: The cohort of potentially affected children in Column A is estimated from American Community Survey data on age structure for neighborhoods around RHV over the ten-year period of Jan 1st, 2011 to December 31st, 2020. Column D is derived by A × B × C. Column F is calculated by D × E. Estimated range in Column F is from the estimated intervals on BLL to IQ relationship in (C).

Finally, Column (F) completes the syllogism by taking the cohort gain in IQ in column (D) and multiplying by the estimated gain in lifetime earnings for a unit gain in IQ (E). From this, we arrive at the estimated gain in discounted net present value of earnings of \$11.0 to \$24.9 million for the cohort of children ≤ 18 years of age residing within 0.5 miles of Reid-Hillview Airport. If one assumes that this PEA traffic reduction scenario is permanent, the estimated gain in lifetime earnings would benefit all subsequent cohorts of children in the vicinity of Reid-Hillview Airport going forward.

We repeat the exercise but this time imagining a reduction in monthly aviation gasoline sales at Reid-Hillview Airport from the 50th (25,000 gal) to the 1st (9,000 gal) percentile. This reduction aviation gasoline usage is approximately equal to what is accomplishable by the percentage of piston-engine aircraft that can safely transition to an unleaded fuel alternative (Kessler, 2013). Leveraging underlying coefficients in Figure 16, Table A.8 summarizes calculations, indicating a cohort gain of about \$15.3 million for a reduction in aviation gasoline sales at Reid-Hillview Airport from the 50th to the 1st percentile.

Importantly, these estimates are not meant to be a full accounting of the social bene-

fits associated with a reduction in population exposure to leaded aviation gasoline. Our estimates are not comprehensive since they reflect gains to a subset of the population (children ≤ 18 years of age), and only one benefit channel (lifetime earnings from an expected gain in IQ). Including health care and special education costs averted, as well as behavioral, physical health, and mortality costs saved, and more than one age stratum of the population would lead to substantially higher estimates (Schwartz, 1994; Gould, 2009).

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7 Conclusions

In this study, we assessed whether the BLLs of sampled children around Reid-Hillview Airport are statistically associated with indicators of aviation-related lead exposure, net of other lead exposure pathways. In service of this assessment effort, data were amassed from various sources and analyzed with established statistical and econometric technologies. The conclusions one can reach with applied statistical analyses of this kind rest on the consistency of an ensemble of evidence.

7.1 Main Results

Controlling for other known sources of lead exposure both explicitly and indirectly, demographic characteristics, and neighborhood conditions, the evidence from main analyses (in Section 4) of a statistical link between aviation gasoline exposure risk and child blood lead levels includes:

1. As evidenced in Section 4.2, the BLLs of sampled children increase significantly and dose-responsively with proximity to Reid-Hillview Airport. As shown in Table 4, this relationship between child BLLs and distance to Reid-Hillview Airport is robust to various linear and nonlinear transformations of both input and response variables. Children residing within 0.5 miles of Reid-Hillview Airport present with significantly higher BLLs than children more distant of Reid-Hillview Airport.
2. As evidenced in Section 4.3, BLLs are significantly and substantively higher among sampled children residing East (and predominantly downwind) of Reid-Hillview Airport, and significantly increase in the estimated downwind days drifting in the residential direction of a sampled child from the date of blood draw.
3. As evidenced in Section 4.4, the BLLs of sampled children increase significantly with the volume of measured piston-engine aircraft traffic at Reid-Hillview Airport from the date of blood draw. Moreover, the BLLs of sampled children increase sig-

nificantly with monthly quantities of aviation gasoline sold to fixed-base operators at Reid-Hillview Airport from the date blood draw.

Estimated relationships between BLLs and our main indicators of aviation gasoline exposure risk are quantitatively similar to results of other studies (Miranda et al., 2011; Zahran et al., 2017a). As shown in Table A.9 all main results are robust to the use of clustered errors by sample order, high confidence geo-coded records, richly sampled neighborhoods, and the inclusion of lab fixed effects to account for unmeasured factors present in laboratories performing blood lead tests. Results across main indicators also behave similarly when limiting the analysis to children ≤ 6 years of age, as shown in Table A.10, Table A.11, and Table A.12. Finally, results are robust to various single imputation operations in accounting for possible biases from test detection, as shown in Table A.13.

7.2 Extended Results

Again, controlling for other known sources of lead, child demographic characteristics and neighborhood conditions, the evidence for a statistical link between child BLLs and aviation gasoline exposure from extended analyses (in Section 5), include:

1. As evidenced in Section 5.1 the probability that a sampled child's BLL exceeds the CDPH-defined threshold of $4.5 \mu\text{g}/\text{dL}$ increases significantly with proximity to Reid-Hillview Airport, is higher among children residing East of Reid-Hillview Airport, and increases with the volume of piston-engine aircraft traffic.
2. As evidenced in Section 5.2, the BLLs of sampled children proximate to Reid-Hilview are significantly more dose-responsive to piston-engine aircraft traffic and aviation gasoline sales at Reid-Hillview Airport than quantitatively similar children more distant from the airport.
3. Subsequent to social distancing efforts in Santa Clara County to stem the spread of COVID-19, piston-engine aircraft traffic declined significantly in the months of

February to July at Reid-Hillview Airport. As evidenced in Section 5.3, the BLLs of children sampled in this PEA traffic contraction period declined significantly.

4. As evidenced in Section 5.4, children commuting toward Reid-Hillview to attend school present with substantially higher BLLs than sampled children commuting away from Reid-Hillview for school.
5. As evidenced in Section 5.5, all main and extended results pertaining to Reid-Hillview are statistically upheld with the inclusion of sampled children proximate to other piston-engine aircraft servicing airports in Santa Clara County.

While it is statistically improbable that the ensemble of evidence presented above arises for chance alone, there are important caveats to note. First, the generalization of our analysis to San Martin Airport (E16) independent of observations from Reid-Hillview is limited. In CDPH data, we observe only 68 blood lead samples for children ≤ 18 years of age and residing < 0.5 miles of E16 over the 10 year window of analysis. Future analyses of other GA airports in California on the list of EPA-tracked airports (i.e., McClellan-Palomar Airport, San Carlos Airport) can help adjudicate the generalization question.

Second, and following the EPA's (2020) procedure of taking 3-month averages, we find that the measured count of piston-engine aircraft traffic in Federal Aviation Administration data as well as the monthly quantity of aviation gasoline sold to fixed-base operators at Reid-Hillview Airport are puzzlingly modestly positively correlated with measured levels of atmospheric lead at Reid-Hillview Airport (from Feb 2012 to March 2018). While beyond the scope of the current study, more research is needed in the direction of atmospheric sampling and modeling of lead emissions in and around general aviation airports.

More research on the BLLs of sampled children proximate to other general aviation airports in California tracked by the EPA, coupled with research on best atmospheric sampling and modeling of lead emissions around PEA-servicing airports can help provide

scientific support on options for reducing aviation-related lead exposure. On the matter of aviation gasoline exposure risk to families and children proximate to general aviation airports, the National Academies of Sciences, Engineering, and Medicine maintains: “Because lead does not appear to exhibit a minimum concentration in blood below which there are no health effects, there is a compelling reason to reduce or eliminate aviation lead emissions.” The ensemble evidence compiled in this study supports the “compelling” need to limit aviation lead emissions to safeguard the welfare and life chances of at-risk children.

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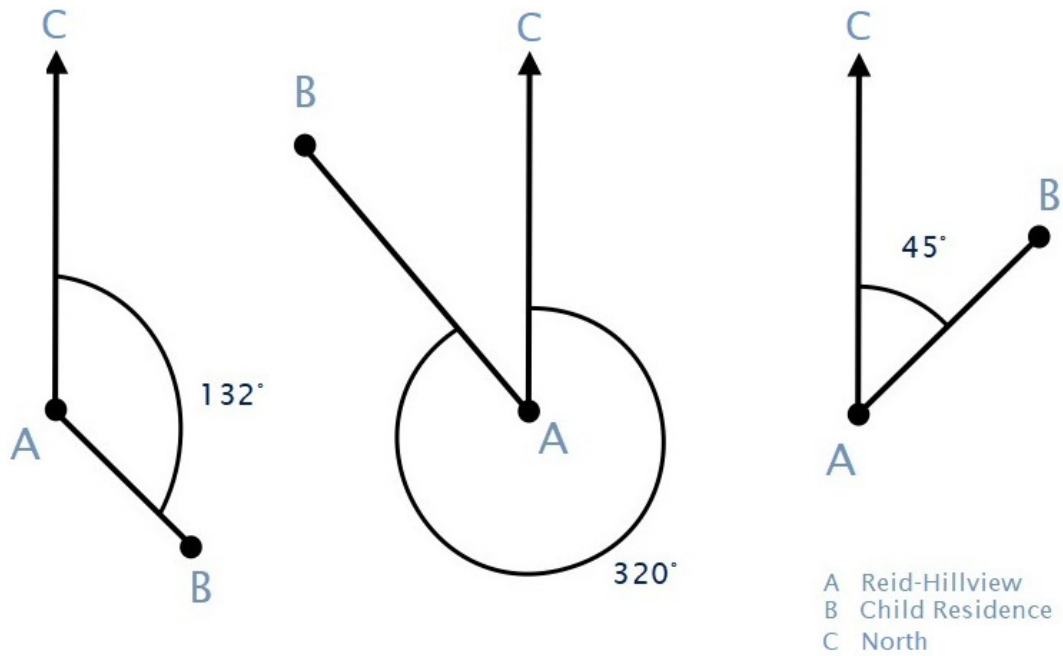
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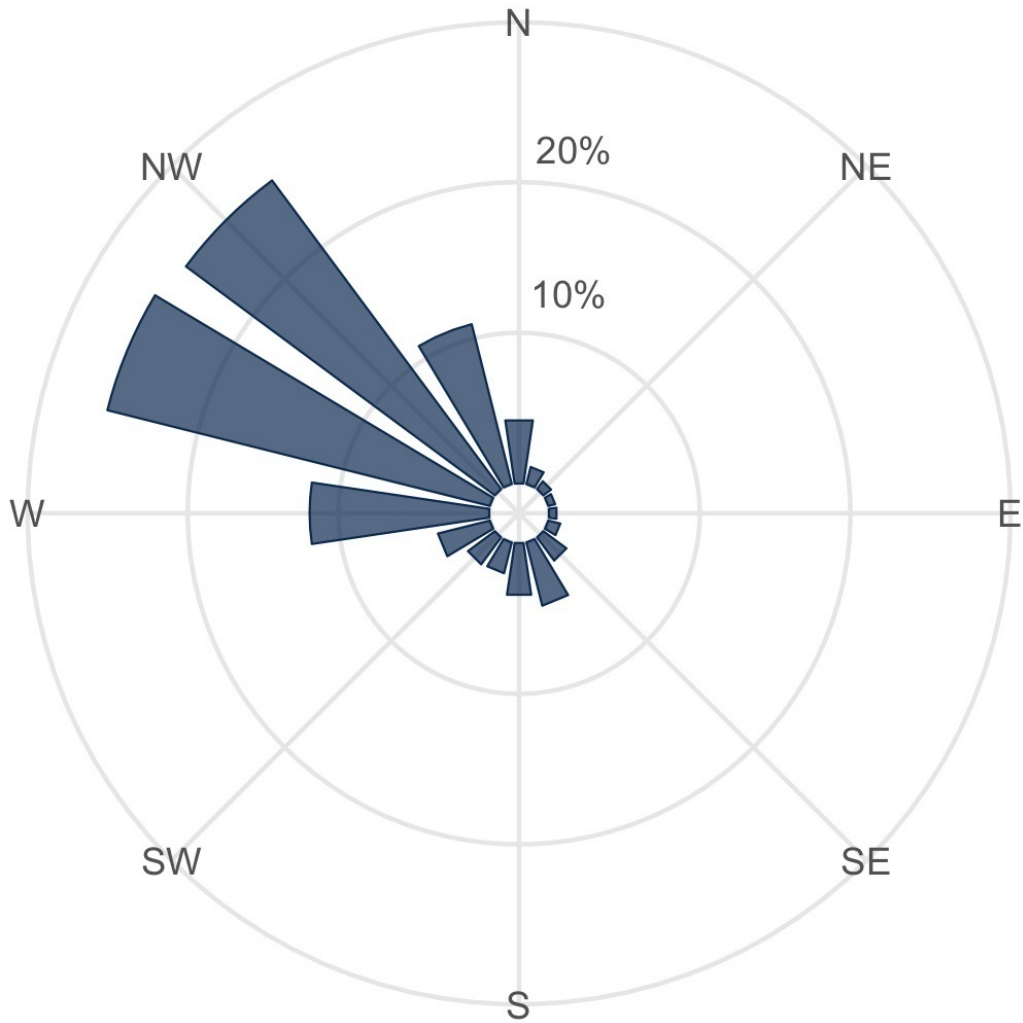
Appendix

Figure A.1: Examples of Residential Near Angle Calculations at Reid-Hillview Airport



Note: Near angles are calculated relative to Reid-Hillview Airport (A), and the angle created between due North (vector C) and a given address (B).

Figure A.2: Prevailing Wind Direction at Reid-Hillview Airport



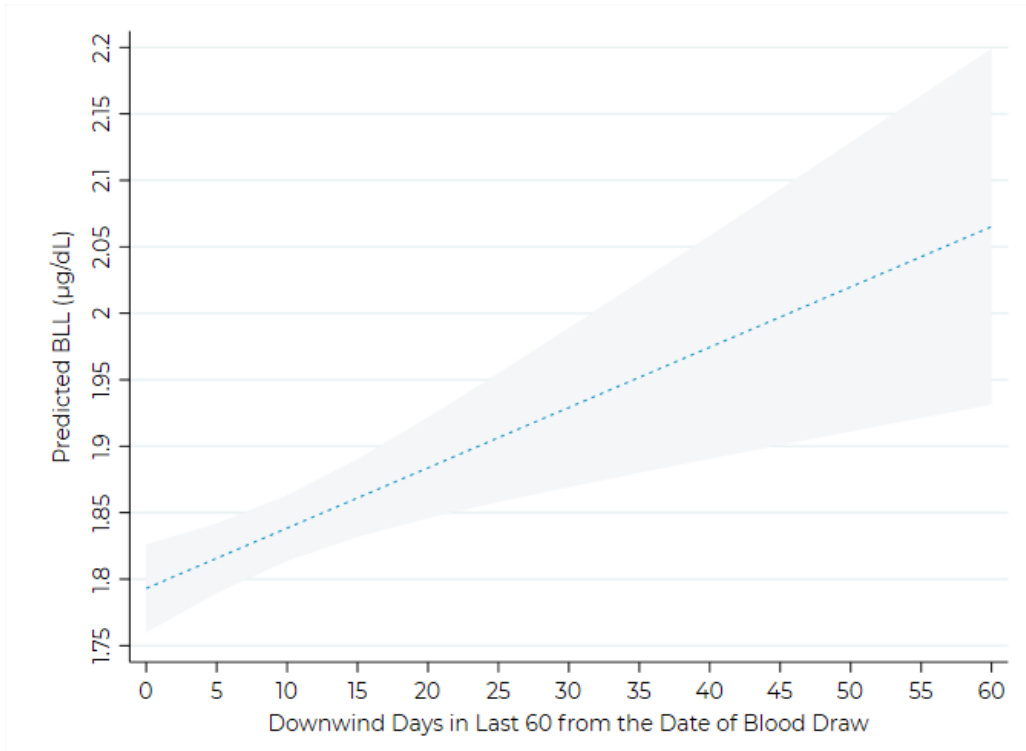
Note: Prevailing wind data are over observation period 1/1/2011 to 12/31/2020 as measured from Reid-Hillview Airport. Wind direction reflects the compass bearing of origination relative to the origin. Data collected from ©Dark Sky API.

Table A.1: Sample Descriptive Statistics

	Mean	Std. Dev.		Mean	Std. Dev.
Response Variables			Demographic Variables		
BLL ($\mu\text{g}/\text{dL}$)	1.83	1.689	Age (Years)	2.816	2.29
BLL (< 1.5)	0.426	0.494	Male	0.512	0.5
BLL (1.5 to 3)	0.463	0.499	Female	0.488	0.5
BLL (3 to 4.5)	0.095	0.293	Timing Controls		
BLL (> 4.5)	0.017	0.128	2011	0.1	0.301
Exposure Risk Variables			2012	0.094	0.291
Distance to RHV (Miles)	1.019	0.315	2013	0.088	0.284
Distance (0-0.5 miles)	0.062	0.241	2014	0.083	0.276
Distance (0.5-1 miles)	0.375	0.484	2015	0.119	0.323
Distance (1-1.5 miles)	0.563	0.496	2016	0.125	0.33
PEA Traffic (Percentile)	0.505	0.289	2017	0.12	0.325
Tercile (low)	0.346	0.476	2018	0.106	0.308
Tercile (Medium)	0.328	0.47	2019	0.103	0.305
Tercile (High)	0.325	0.469	2020	0.06	0.238
Aviation Gasoline (1,000 Gallon)	23.935	5.72	2021	0.001	0.038
North	0.346	0.476	Spring	0.255	0.436
East	0.068	0.252	Summer	0.274	0.446
South	0.203	0.402	Fall	0.246	0.431
West	0.384	0.486	Winter	0.225	0.418
Draw Controls			Neighborhood SES		
Non-Capillary Draw	0.737	0.44	Median Household Income	\$69,147.62	\$19,888.28
Capillary Draw	0.263	0.44	Median Home Values	\$456,985.9	\$118,451.1
Sample Order	0.822	1.074	College Educated	13.101	5.981
			Other Exposure Sources		
			Pre-1960 Homes	27.688	21.444
			TRI Facilities (<2 Miles)	2.503	0.73

Notes: Data for all children residing ≤ 1.5 miles of RHV with a valid address, date of birth, and date of sample between Jan 1st, 2011 and Dec. 31st, 2020. Total sample size of 17,241 observations;

Figure A.3: Downwind Days in Last 60 and Predicted Child BLLs



Note: Predictions are from model (7) in Table 5, with all other model variables fixed at their sample means.

Table A.2: Residential Distance to Nearest Airport and Child BLLs

BLL ($\mu\text{g}/\text{dL}$)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Distance (Reference < 0.5 miles)							
0.5 to 1 miles	-0.138*	-0.137**	-0.127*	-0.133**	-0.159**	-0.171***	-0.172***
	(0.073)	(0.064)	(0.065)	(0.065)	(0.062)	(0.062)	(0.062)
1 to 1.5 miles	-0.137*	-0.136**	-0.131**	-0.136**	-0.145**	-0.171***	-0.173***
	(0.072)	(0.067)	(0.066)	(0.066)	(0.063)	(0.063)	(0.063)
Constant	1.950***	1.756***	1.746***	1.673***	2.027***	1.966***	2.393***
	(0.068)	(0.067)	(0.071)	(0.075)	(0.087)	(0.091)	(0.298)
Observations	19,818	19,725	19,725	19,725	19,725	19,725	19,725
Block FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Distance	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	No	Yes	Yes	Yes	Yes	Yes	Yes
Near Angle FE	No	No	Yes	Yes	Yes	Yes	Yes
Demography	No	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles to Santa Clara County, CA airport, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g}/\text{dL}$); Nearest airport is assigned by the minimum distance between child's place of residence to each airport, among: RHV, E16, SJO, PAO; Distance is child's place of residence to nearest airport (miles); Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Table A.3: Residential Near Angle to Nearest Airport and Child BLLs

BLL ($\mu\text{g/dL}$)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Near Angle (Reference North)							
East	0.127*** (0.046)	0.124*** (0.048)	0.123*** (0.044)	0.118*** (0.044)	0.225*** (0.045)	0.255*** (0.044)	0.238*** (0.048)
South	-0.008 (0.033)	-0.006 (0.035)	0.008 (0.036)	0.01 (0.036)	0.052 (0.036)	0.039 (0.034)	0.034 (0.035)
West	-0.021 (0.028)	-0.018 (0.027)	-0.013 (0.029)	-0.008 (0.029)	-0.028 (0.028)	-0.032 (0.027)	-0.029 (0.027)
Constant	1.821*** (0.017)	1.943*** (0.074)	1.746*** (0.071)	1.673*** (0.075)	2.027*** (0.087)	1.966*** (0.091)	2.393*** (0.298)
Observations	19,818	19,818	19,725	19,725	19,725	19,725	19,725
Block FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Distance	No	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	No	No	Yes	Yes	Yes	Yes	Yes
Near Angle FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Demography	No	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles to Santa Clara County, CA airport, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g/dL}$); Nearest airport is assigned by the minimum distance between child's place of residence to each airport, among: RHV, E16, SJO, PAO; Near angle groups are defined in Section 2.2.2 and assigned using the angle between nearest airport and child's place of residence; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Table A.4: Piston-Engine Aircraft Traffic at Nearest Airport and Child BLLs

BLL ($\mu\text{g}/\text{dL}$)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
PEA Traffic	0.387*** (0.054)	0.387*** (0.054)	0.385*** (0.053)	0.396*** (0.053)	0.287*** (0.057)	0.313*** (0.056)	0.216*** (0.053)
Constant	1.628*** (0.033)	1.756*** (0.067)	1.746*** (0.071)	1.673*** (0.075)	2.027*** (0.087)	1.966*** (0.091)	2.590*** (0.291)
Observations	19,725	19,725	19,725	19,725	19,725	19,725	19,725
Block FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Distance	No	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Near Angle FE	No	No	Yes	Yes	Yes	Yes	Yes
Demography	No	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles to Santa Clara County, CA airport, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g}/\text{dL}$); Nearest airport is assigned by the minimum distance between child's place of residence to each airport, among: RHV, E16, SJO, PAO; PEA traffic is average daily PEA operations at nearest airport, calculated over 60 days from child's date of draw and converted to percentiles; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Table A.5: PEA Traffic × Residential Distance at Nearest Airport and Child BLLs

BLL ($\mu\text{g/dL}$)	(1)	(2)	(3)	(4)	(5)	(6)
Distance (Reference < 0.5 miles)						
0.5 to 1.5 miles	-0.130** (0.062)	-0.123** (0.061)	-0.128** (0.061)	-0.144** (0.058)	-0.164*** (0.058)	-0.164*** (0.058)
PEA Traffic	1.038*** (0.192)	1.043*** (0.191)	1.044*** (0.190)	0.956*** (0.184)	0.948*** (0.184)	0.859*** (0.180)
Distance × PEA Traffic	-0.689*** (0.202)	-0.696*** (0.202)	-0.686*** (0.201)	-0.708*** (0.193)	-0.674*** (0.193)	-0.684*** (0.193)
Constant	1.944*** (0.061)	1.932*** (0.067)	1.865*** (0.071)	2.165*** (0.079)	2.119*** (0.082)	2.706*** (0.291)
Observations	19,725	19,725	19,725	19,725	19,725	19,725
Distance	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	Yes	Yes	Yes	Yes	Yes	Yes
Near Angle FE	No	Yes	Yes	Yes	Yes	Yes
Demography	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	Yes	Yes	Yes
Block FE	Yes	Yes	Yes	Yes	Yes	Yes
Other Exposures	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles to Santa Clara County, CA airport, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g/dL}$); Nearest airport is assigned by the minimum distance between child's place of residence to each airport, among: RHV, E16, SJO, PAO; Distance is child's place of residence to nearest airport (miles); PEA traffic is average daily PEA operations at nearest airport, calculated over 60 days from child's date of draw and converted to percentiles then centered (mean=0) for ease of interpretation; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Table A.6: School and Residential Distance Difference to Nearest Airport and Child BLLs

BLLs ($\mu\text{g/dL}$)	(1)	(2)	(3)	(4)	(5)	(6)
Difference (miles)	-0.156*** (0.060)	-0.170** (0.068)	-0.227 (0.146)			
Difference (Reference Low Tercile)						
Medium Tercile				-0.177** (0.072)	-0.221*** (0.073)	0.087 (0.167)
High Tercile				-0.304*** (0.068)	-0.320*** (0.075)	-0.169 (0.124)
Constant	2.863*** (0.505)	2.733*** (0.593)	5.072*** (0.985)	2.986*** (0.470)	2.827*** (0.565)	5.056*** (0.996)
Observations	4,980	3,804	1,176	4,929	3,762	1,167
Block FE	Yes	Yes	Yes	Yes	Yes	Yes
Distance	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	Yes	Yes	Yes	Yes	Yes	Yes
Near Angle FE	Yes	Yes	Yes	Yes	Yes	Yes
Demography	Yes	Yes	Yes	Yes	Yes	Yes
Draw Controls	Yes	Yes	Yes	Yes	Yes	Yes
Other Exposures	Yes	Yes	Yes	Yes	Yes	Yes
SES	Yes	Yes	Yes	Yes	Yes	Yes
Timing Controls	Yes	Yes	Yes	Yes	Yes	Yes
School in Session	Yes	Yes	No	Yes	Yes	No

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; Models limited to children ≤ 18 years at blood draw, residing < 1.5 miles to Santa Clara County, CA airport, and observed from 1/1/2011 to 12/31/2020; Dependent variable is child BLL ($\mu\text{g/dL}$); Nearest airport is minimum distance between child's residence to each airport (RHV, E16, SJO, NUQ, PAO); Difference is distance from child's residence to nearest airport less the distance of school to child's nearest airport; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: TRI facilities ≤ 2 miles from child address, and % of neighborhood housing stock built ≤ 1960 ; SES is neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Table A.7: PEA Traffic Contraction Period at Nearest Airport and Child BLLs

BLL ($\mu\text{g}/\text{dL}$)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Contraction Period	-0.327*** (0.040)	-0.327*** (0.040)	-0.328*** (0.040)	-0.329*** (0.040)	-0.197*** (0.036)	-0.194*** (0.036)	-0.069 (0.052)
Constant	1.830*** (0.012)	1.959*** (0.068)	1.952*** (0.074)	1.886*** (0.078)	2.176*** (0.085)	2.134*** (0.088)	2.537*** (0.312)
Observations	19,818	19,818	19,818	19,818	19,818	19,818	19,725
Block FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Distance	No	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	No	No	No	No	No	No	Yes
Near Angle FE	No	No	Yes	Yes	Yes	Yes	Yes
Demography	No	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 18 years of age at the time of blood draw, residing < 1.5 miles to Santa Clara County, CA airport, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g}/\text{dL}$); Nearest airport is assigned by the minimum distance between child's place of residence to each airport, among: RHV, E16, SJO, PAO; Contraction period is an indicator equaling 1 if draw date occurs February, 2020 thru July, 2020, zero otherwise; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Table A.8: Estimated Gain in Cohort Lifetime Earnings from IQ Gain from Aviation Gasoline Sales Reduction of 50th to 1st Percentile

Distance	(A) Cohort ≤ 18 yrs	(B) Expected BLL Decrease	(C) IQ Gain per μg/dL	(D) Cohort IQ Points Gained	(E) Lifetime \$ per IQ Point	(F) Cohort Benefit (\$ Millions)
0-0.5 Miles	1,500	0.27 μg/dL	0.56 (0.35, 0.78)	228 (140, 317)	\$22,871	\$5.2 (\$3.2, \$7.2)
0.5-1.5 Miles	13,000	0.06 μg/dL	0.56 (0.35, 0.78)	440 (270, 610)	\$22,871	\$10.1 (\$6.2, \$14.0)

Notes: The cohort of potentially affected children in Column A is estimated from American Community Survey data on age structure for neighborhoods around RHV over the ten-year period of Jan 1st, 2011 to December 31st, 2020. Column D is derived by A × B × C. Column F is calculated by D × E. Estimated range in Column F is from the estimated intervals on BLL to IQ relationship in (C).

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A.1 Robustness Tests: Restrictions and Clustering

We begin with a recapitulation of Equation 2, then successively restrict observations to highest-confidence geocoded residences, then highly sampled neighborhoods (≥ 100 blood lead samples), and then introducing a new variable that accounts for possible variation in BLL measurement precision across laboratories. We also introduce clustering of standard errors by sample order.

Again, we estimate the responsiveness of child blood lead Y_{ijt} to indicators of aviation gasoline exposure risk with the following linear model:

$$\begin{aligned} Y_{ijt} = & \beta_0 + \beta_1 D_{it}^n + \beta_2 D_{it}^f + \beta_3 T_{it} + \beta_4 W_{it}^e + \beta_5 W_{it}^s + \beta_6 W_{it}^w \\ & + \Gamma_1 G_i + \Gamma_2 A_{it} + \Gamma_3 C_{it} + \Gamma_4 S_i + \Gamma_5 Z_{it} + \Gamma_6 L_{it} \\ & + \lambda_1 F_{it} + \lambda_2 H_{jt} + \lambda_3 I_{jt} + \lambda_4 Q_{it} + \gamma_j + \phi_i + \varepsilon_{ijt} \quad (\text{A.3}) \end{aligned}$$

where, the meaning of all terms carry from Equation 2 with the exception of ϕ_i , which is a fixed effect for one of twenty-three laboratories performing analyses on blood samples from children residing in Santa Clara County. The inclusion of ϕ_i accounts for unobservable factors present in laboratories that may systematically affect measured BLLs in children. Table A.9 summarizes results from four models that successively restrict observations, introduce clustering of errors by sample order, and add our new control variable. Across all tests executed, coefficients with respect to our three main indicators of aviation gasoline risk behave as expected.

Table A.9: Robustness Tests: Restrictions and Clustering

BLL ($\mu\text{g/dL}$)	(1)	(2)	(3)	(4)
Distance (Reference < 0.5 miles)				
0.5 to 1 miles	-0.179** (0.074)	-0.183** (0.075)	-0.200** (0.079)	-0.132* (0.077)
1 to 1.5 miles	-0.202*** (0.073)	-0.206*** (0.077)	-0.215*** (0.076)	-0.152** (0.073)
PEA Traffic	0.163** (0.067)	0.167*** (0.062)	0.153** (0.062)	0.243*** (0.076)
Near Angle (Reference North)				
East	0.405*** (0.068)	0.400*** (0.059)	0.393*** (0.065)	0.255*** (0.069)
South	0.00 (0.039)	-0.006 (0.039)	-0.002 (0.040)	0.016 (0.041)
West	-0.052 (0.033)	-0.057* (0.031)	-0.057* (0.031)	0.025 (0.032)
Constant	2.131*** (0.371)	2.114*** (0.349)	2.128*** (0.366)	1.551*** (0.407)
Observations	17,162	16,823	15,807	15,807
Fully Saturated	Yes	Yes	Yes	Yes
Bootstrapped Errors	No	Yes	Yes	No
Clustered Errors	Yes	No	No	Yes
Confident Geocoding	No	Yes	Yes	Yes
Highly Sampled	No	No	Yes	Yes
Lab Effects	No	No	No	Yes

Notes: Standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; Models (1) and (4) standard errors are clustered by sample order; Models (2) and (3) standard errors are bootstrapped; All models limited to children residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020, and ≤ 18 years of age unless noted otherwise; Dependent variable is child BLL ($\mu\text{g/dL}$); Fully saturated controls include all covariates; Lab effects include fixed effect indicators for unique lab id;

A.2 Robustness Tests: Children Under 6 Years of Age

Next we recapitulate Equation 2, restricting observations to children ≤ 6 years of age. Results are presented in three successive tables, beginning with residential distance, then piston-engine aircraft traffic, and then child residential near angle to Reid-Hillview Airport. Across all tests rendered, results behave similarly to what is reported in the manuscript pertaining to all children ≤ 18 years of age.

Table A.10: Distance to Reid-Hillview Airport and Child BLLs, Age 0-6

BLL ($\mu\text{g}/\text{dL}$)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Distance (Reference < 0.5 miles)							
0.5 to 1 miles	-0.161**	-0.166**	-0.171**	-0.178**	-0.202**	-0.213***	-0.214***
	-0.082	-0.08	-0.081	-0.081	-0.079	-0.079	-0.078
1 to 1.5 miles	-0.162**	-0.168**	-0.170**	-0.173**	-0.191**	-0.211***	-0.218***
	-0.079	-0.082	-0.081	-0.081	-0.079	-0.078	-0.078
Constant	1.967***	1.770***	1.771***	1.611***	2.000***	1.908***	2.184***
	-0.076	-0.08	-0.085	-0.094	-0.108	-0.103	-0.346
Observations	16,169	16,092	16,092	16,092	16,092	16,092	16,092
Block FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Distance	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	No	Yes	Yes	Yes	Yes	Yes	Yes
Near Angle FE	No	No	Yes	Yes	Yes	Yes	Yes
Demography	No	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 6 years of age at the time of blood draw, residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g}/\text{dL}$); Distance groups are assigned using the distance (miles) between RHV and the child's place of residence; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Table A.11: Piston-Engine Aircraft Traffic to Reid-Hillview Airport and Child BLLs, Age 0-6

BLL ($\mu\text{g}/\text{dL}$)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
PEA Traffic	0.402*** (0.061)	0.403*** (0.061)	0.403*** (0.061)	0.406*** (0.061)	0.310*** (0.066)	0.317*** (0.063)	0.195*** (0.063)
Constant	1.614*** (0.037)	1.770*** (0.077)	1.771*** (0.081)	1.611*** (0.090)	2.000*** (0.103)	1.908*** (0.094)	2.184*** (0.340)
Observations	16,092	16,092	16,092	16,092	16,092	16,092	16,092
Block FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Distance	No	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Near Angle FE	No	No	Yes	Yes	Yes	Yes	Yes
Demography	No	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 6 years of age at the time of blood draw, residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g}/\text{dL}$); PEA traffic is average daily PEA operations at RHV, calculated over 60 days from child's date of draw and converted to percentiles; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

Table A.12: Residential Near Angle to Reid-Hillview Airport and Child BLLs, Age 0-6

BLL ($\mu\text{g}/\text{dL}$)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Near Angle (Reference North)							
East	0.002 (0.030)	0 (0.030)	0.012 (0.031)	0.013 (0.031)	0.148*** (0.033)	0.167*** (0.034)	0.250*** (0.042)
South	-0.039 (0.038)	-0.038 (0.040)	-0.032 (0.040)	-0.03 (0.039)	0.012 (0.041)	-0.01 (0.035)	-0.018 (0.038)
West	0.011 (0.030)	0.017 (0.029)	0.019 (0.031)	0.022 (0.031)	0.005 (0.030)	-0.027 (0.034)	-0.032 (0.033)
Constant	1.819*** (0.017)	1.971*** (0.083)	1.771*** (0.081)	1.611*** (0.090)	2.000*** (0.103)	1.908*** (0.094)	2.184*** (0.340)
Observations	16,169	16,169	16,092	16,092	16,092	16,092	16,092
Block FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Distance	No	Yes	Yes	Yes	Yes	Yes	Yes
PEA Traffic	No	No	Yes	Yes	Yes	Yes	Yes
Near Angle FE	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Demography	No	No	No	Yes	Yes	Yes	Yes
Draw Controls	No	No	No	No	Yes	Yes	Yes
Other Exposures	No	No	No	No	No	Yes	Yes
SES	No	No	No	No	No	No	Yes
Timing Controls	No	No	No	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children ≤ 6 years of age at the time of blood draw, residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020; Dependent variable is child BLL ($\mu\text{g}/\text{dL}$); Near angle groups are defined in Section 2.2.2 and assigned using the angle between RHV and child's place of residence; Demography includes child's age (years) and sex (1=female, 0=otherwise); Draw controls includes: draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), and repeated sample (0=singleton observation, 1,...,n=repeated n times); Other exposures includes: count of TRI facilities ≤ 2 miles from residential address, and percent of neighborhood housing stock built ≤ 1960 ; SES is the neighborhood socioeconomic status index; Timing controls include a set of indicators for season and year-quarter of the date of draw;

A.3 Robustness Tests: Detection Limit

While our statistical models explicitly control for the limit of test detection and the method of blood draw throughout, we nonetheless perform a series of additional tests to address possible concerns that test detection limits drive our reported results. First, we find that the likelihood of a child receiving an under-powered test is statistically independent of child residential distance (Odds Ratio = 0.96, 95% CI: 0.86 to 1.08) and piston-engine aircraft traffic at the point of blood draw (Odds Ratio = 1.01, 95% CI: 0.89 to 1.14). We do find that children residing East of RHV are 1.24X (95% CI: 1.06 to 1.45) more likely to receive an under-powered test, suggesting that absent explicit control for test detection, our near angle coefficients would be overstated. Additionally, we recapitulate Equation 2, introducing a series of standard single imputation operations for test results at or below the limit of quantification, including: 1) $BLL/2$; 2) $BLL/\sqrt{2}$; and an extreme deflation of the observed value by 3) $BLL/5$. The results are presented in the table below. With the exception of a deflation in the size of the coefficient pertaining to child residence East of RHV under the extreme suppression scenario of $BLL/5$, results behave similarly throughout. Importantly, even under extreme scenario, BLLs are substantively and statistically significantly higher among sampled children East of the airport.

Table A.13: Robustness Tests: Detection Limit

BLL ($\mu\text{g/dL}$)	(1)	(2)	(3)	(4)
Distance (Reference < 0.5 miles)				
0.5 to 1 miles	-0.179*** (0.069)	-0.160** (0.067)	-0.168** (0.068)	-0.149** (0.067)
1 to 1.5 miles	-0.202*** (0.073)	-0.177*** (0.071)	-0.187** (0.072)	-0.161** (0.071)
PEA Traffic	0.163*** (0.058)	0.167*** (0.055)	0.166*** (0.056)	0.170*** (0.054)
Near Angle (Reference North)				
East	0.405*** (0.062)	0.268*** (0.058)	0.325*** (0.060)	0.186*** (0.057)
Constant	2.131*** (0.307)	2.254*** (0.293)	2.203*** (0.297)	2.328*** (0.291)
Observations	17,162	17,162	17,162	17,162
All Controls	Yes	Yes	Yes	Yes
BLL/2	No	Yes	No	No
BLL/ $\sqrt{2}$	No	No	Yes	No
BLL/5	No	No	No	Yes

Notes: Bootstrapped standard errors in parentheses *** $p < 0.01$, ** $p < 0.05$, * $p < 0.1$; All models limited to children residing < 1.5 miles RHV, and observed from January 1st, 2011 to December 31st, 2020, and ≤ 18 years of age unless noted otherwise; Distance groups are assigned using the distance (miles) between RHV and the child's residence; Near angle groups are defined in Section 2.2.2 using the angle between RHV and child's residence; PEA traffic is average daily PEA operations at RHV, calculated over 60 days from child's date of draw; Fully saturated controls include: child's age (years) and sex (1=female, 0=otherwise), draw method (1=capillary, 0=otherwise), limit of quantification (1=BLL \leq limit of quantification, 0=otherwise), sample order (0=singleton observation, 1,...,n=repeated n times), TRI facilities ≤ 2 miles from residential address, housing stock built ≤ 1960 , neighborhood socioeconomic status index, a set of season and year-quarter indicators corresponding to date of draw;

A Geospatial Analysis of the Effects of Aviation Gasoline on Childhood Blood Lead Levels

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BACKGROUND: Aviation gasoline, commonly referred to as avgas, is a leaded fuel used in small aircraft. Recent concern about the effects of lead emissions from planes has motivated the U.S. Environmental Protection to consider regulating leaded avgas.

OBJECTIVE: In this study we investigated the relationship between lead from avgas and blood lead levels in children living in six counties in North Carolina.

METHODS: We used geographic information systems to approximate areas surrounding airports in which lead from avgas may be present in elevated concentrations in air and may also be deposited to soil. We then used regression analysis to examine the relationship between residential proximity to airports and North Carolina blood lead surveillance data in children 9 months to 7 years of age while controlling for factors including age of housing, socioeconomic characteristics, and seasonality.

RESULTS: Our results suggest that children living within 500 m of an airport at which planes use leaded avgas have higher blood lead levels than other children. This apparent effect of avgas on blood lead levels was evident also among children living within 1,000 m of airports. The estimated effect on blood lead levels exhibited a monotonically decreasing dose-response pattern, with the largest impact on children living within 500 m.

CONCLUSIONS: We estimated a significant association between potential exposure to lead emissions from avgas and blood lead levels in children. Although the estimated increase was not especially large, the results of this study are nonetheless directly relevant to the policy debate surrounding the regulation of leaded avgas.

KEY WORDS: avgas, aviation gasoline, blood lead, childhood, geospatial, lead poisoning. *Environ Health Perspect* 119:1513–1516 (2011). <http://dx.doi.org/10.1289/ehp.1003231> [Online 13 July 2011]

Lead poisoning in children living in the United States has declined dramatically over the last several decades as a result of banning leaded gasoline, lead-based paint, and lead solder in plumbing. Nevertheless, children in the United States continue to be exposed to lead. The 2007–2008 National Health and Nutrition Examination Survey survey found blood lead levels at or above the Centers for Disease Control and Prevention (CDC) blood lead action level of 10 µg/dL in about 1.1% of 1- to 5-year-olds, or about 270,000 children (National Center for Health Statistics 2010). Even more worrisome is a large body of recent research that demonstrates negative health effects, including learning disabilities and behavioral disorders, associated with lead exposure levels well below the CDC action level (Canfield et al. 2003; Chiodo et al. 2004; Lanphear et al. 2000; Schnaas et al. 2006). A study by Miranda et al. (2007, 2009, 2010) suggests that early childhood blood lead levels as low as 2 µg/dL can have significant impacts on academic performance as measured by end-of-grade test scores. In response to this body of research, the CDC has stated that there is no safe level for blood lead in children (CDC 2005).

One source of lead exposure that is often overlooked is aviation fuel. Lead emitted from aircraft using leaded aviation gasoline (avgas) is currently the largest source of lead in air in the United States, constituting about 50% of lead emissions in the 2005 National Emissions

Inventory [U.S. Environmental Protection Agency (EPA) 2010]. Although leaded gasoline for automobiles was phased out of use in the United States by 1995, lead is still permitted in avgas. Lead is added to avgas to achieve the high octane required for the engines of piston-driven airplanes. The most commonly used fuel for piston-driven aircraft in the United States is known as Avgas 100LL. Although the “LL” stands for low lead, 100LL gasoline contains up to 0.56 g/L lead (Royal Dutch Shell 2010). Another grade of avgas, Avgas 100, contains higher amounts of lead and is still in widespread use. Newer varieties of avgas without lead, including 82 UL and 94 UL, have been introduced recently. These unleaded fuels are not used as commonly as the two leaded grades, however, because their octane ratings are too low for many small aircraft engines.

Previous research indicates that lead levels in air near airports where planes use avgas are significantly higher than background levels. A study at the Santa Monica airport in California found that the highest lead levels occur close to airport runways and decrease exponentially with distance from an airport, dropping to background levels at about 1 km (U.S. EPA 2010). Another study at Toronto-Buttonville (Canada) airport found that the average air lead level near the airport was 4.2 times higher than the background air lead level in Toronto over a 24-hr period (Environment Canada 2000), and a study at Chicago (IL) O'Hare airport found that air

lead levels were significantly higher downwind from the airport than upwind (Illinois Environmental Protection Agency 2002).

Thus, the combustion of leaded avgas by small airplane engines may pose a health risk to children who live or attend school near airports. The lead in air surrounding airports can be inhaled directly, or the lead may be ingested by children after it settles into soil or dust (U.S. EPA 2010). The U.S. EPA estimates that people living within 1 km of airports are at risk of being exposed to lead from avgas (Hitchings 2010). The U.S. EPA further notes that about 16 million people live within 1 km of an airport with planes using avgas, and 3 million children attend school within 1 km of these airports (U.S. EPA 2010).

Because of the risk of lead poisoning from avgas, environmental groups have pressured the U.S. EPA to take action to reduce lead emissions from aviation fuel. One environmental group, Friends of the Earth, has petitioned the U.S. EPA to find endangerment from and regulate lead in avgas. The U.S. EPA has responded with an Advanced Notice for Proposed Rulemaking on aviation fuel and solicited comments and further research about the effects of lead in avgas away (U.S. EPA 2010). The U.S. EPA has refrained from establishing a date by which aircraft would be required to use unleaded fuel [AOPA (Aircraft Owners and Pilots Association) ePublishing staff 2010].

Here we seek to contribute to research regarding the risk of lead in avgas by determining whether living near airports where avgas is used has a discernible impact on blood lead levels in children. Previous studies have examined whether lead from avgas is present in air and

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We gratefully acknowledge aviation gas data provided by M. Hoyer from the U.S. Environmental Protection Agency (EPA) Office of Transportation and Air Quality and childhood lead exposure data provided by E. Norman and T. Ward from the N.C. Department of Environment and Natural Resources. We also acknowledge the geocoding work undertaken by the geographic information systems staff of the Children's Environmental Health Initiative.

This work was funded in part by a grant from the U.S. EPA (RD-83329301) and the N.C. Department of Environment and Natural Resources (1 H64 EH000151).

The authors declare they have no actual or potential competing financial interests.

Received 19 November 2010; accepted 13 July 2011.

soil near airports. Our work seeks to link avgas exposure to childhood blood lead levels. To elucidate the effects of avgas on blood lead levels, we compared blood lead levels in children living near airports in six counties in North Carolina with those in children living farther away from airports but residing in the same counties. We

used a multiple regression model to control for other variables that have previously been found to affect blood lead levels (CDC 1991, 1997; Sargent et al. 1995) in an effort to isolate the impact of avgas. The results of this study are directly relevant to the policy debate surrounding the regulation of leaded avgas.

Methods

We obtained a database of airports in North Carolina from the U.S. EPA Office of Transportation and Air Quality (2008). The database contained estimates for the annual lead emissions from each airport, along with the spatial location of each facility. We used ArcGIS 9.3 (ESRI, Redlands, WA) to plot the locations of these airports against a county boundary map of North Carolina. We selected six counties in North Carolina (Carteret, Cumberland, Guilford, Mecklenburg, Union, and Wake) (Figure 1). Counties were selected based on whether they contained multiple airports with significant air traffic, where significant numbers of children had been screened for lead exposure, and where the county tax assessor data would allow us to control for age of housing as an important confounder when assessing avgas as a source of lead exposure (Table 1). Because we wanted to control for risk from deteriorating lead-based paint, we selected counties where the county tax assessor data contained a well-populated field for age of housing. We obtained North Carolina blood lead surveillance data for all children in the study counties between the ages of 9 months and 7 years who had been tested for lead between 1995 and 2003 from the Children’s Environmental Health Branch within the North Carolina Department of Environment and Natural Resources (North Carolina Childhood Lead Poisoning Prevention Program 2004). Because we were unable to ascertain where the children attended school, we were not able to control for the location of their school relative to the airports. Most of the children screened for lead are not yet old enough to be attending school. All aspects of this study were conducted in accordance with a human subjects research protocol approved by the institutional review board (IRB) of Duke University.

After selecting our six study counties, we used geographic information systems (GIS) to delineate fixed distance areas around each airport where aircraft use avgas. We also used GIS to connect the point locations of the airports given by address to tax parcel layers for each county via shared geography. The tax parcel layers contain a polygon shape representing the property boundary of each airport. We then created buffers around each of the airport polygons to represent the area in which airplane emissions could affect air lead levels. Because previous research has indicated that lead concentrations increase exponentially with proximity to airports (Piazza 1999), we created buffers that extended 500 m, 1,000 m, 1,500 m, and 2,000 m from the polygon edges of the airport tax parcels. Figure 2 depicts this approach using the example of Wake County. Airports are indicated by the darkest shade of pink, with the different distance buffers represented by increasingly lighter shades of pink.



Figure 1. Study counties.

Table 1. Number of airports, estimate of lead emissions from aircrafts, and number of blood lead screens among children 9 months to 7 years of age in study counties, North Carolina (1995–2003).

County	No. of airports	Estimated lead emissions (tons/year)	No. of blood lead screens
Carteret	8	0.224	3,333
Cumberland	11	0.238	14,854
Guilford	10	0.369	27,043
Mecklenburg	10	0.894	47,510
Union	14	0.285	3,387
Wake	13	0.624	29,070



Figure 2. Airports buffered at distances of 500 m, 1,000 m, 1,500 m, and 2,000 m in Wake County, North Carolina, plotted along with a jittered representation of the residential addresses of the children screened for blood lead.

The residential addresses of the children who were screened for blood lead is then overlaid, as shown by the green points. In accordance with our IRB protocol, the green dots do not represent the actual locations where children were screened for lead. For publicly displayed maps like Figure 2, we randomly move the actual location of the child within a fixed radial buffer, a technique known as jittering. The analysis itself, however, is done on the true locations of the children. The 500-m, 1,000-m, 1,500-m, and 2,000-m buffers only approximate the area that could be affected by lead emissions from airports, as wind directions can alter the dispersal pattern of lead particles. Nevertheless, with varied wind directions and planes that take off in multiple directions, our buffers offer a reasonable approximation of the area over which lead from avgas might disperse.

North Carolina maintains a mandatory statewide registry of blood lead surveillance data. We obtained North Carolina blood lead surveillance data for 1995–2003 (North Carolina Childhood Lead Poisoning Prevention Program 2004), because these years bracket the 2000 census data. In previous work designed to develop childhood lead exposure risk models (Kim et al. 2008; Miranda et al. 2002), we had already geocoded the residential addresses of children screened for lead. Our geocoding success rates ranged from 37 to 89% across the six study counties. Details on how the blood lead surveillance data were processed are described by Miranda et al. (2002) and Kim et al. (2008).

We then joined the buffered airport polygons in our six study counties with the geocoded addresses of children who have been

screened for blood lead. This enabled us to generate a table containing blood lead screening results and four dummy variables representing whether each child lived within 500 m, 1,000 m, 1,500 m, or 2,000 m of an airport.

We supplemented the blood lead screening and airport location data with data from county tax assessor databases on age of housing (to control for lead exposure risks from deteriorating lead-based paint), resolved at the individual tax parcel level. In addition, we used U.S. Census 2000 data on household median income (measured in tens of thousands) and proportion receiving public assistance, which were obtained at the census block group level (U.S. Census Bureau 2002), as well as proportion non-Hispanic black and proportion Hispanic, which were obtained at the census block level (U.S. Census Bureau 2001). Because previous work has shown the season of blood lead screening to be a significant predictor of blood lead levels (i.e., warm months are correlated with higher lead exposure from lead-based paint) (Johnson et al. 1996; Kim et al. 2008; Miranda et al. 2007; Yiin et al. 2000), we created individual level dummy variables representing the season in which each child was screened for lead. Because the blood lead screening data are right-skewed, we used the natural logarithm of blood lead level in our analyses. We used the spatial data architecture described above to regress logged blood lead levels on the proximity to airport variable, controlling for age of housing, season in which the child was screened, and the census demographic variables. We used multivariable regression analysis clustered at the census block group level with inverse population weights at the tax parcel level to ensure that parcels with multiple blood lead screens did not overly influence the analysis. We implemented crude and adjusted regression models for each of the four proximity to airport variables. We used a categorical distance to airport variable with 0–500 m, 501–1,000 m, 1,001–1,500 m, and 1,501–2,000 m, with a reference group

of > 2,000 m. In addition, we performed a sensitivity analysis on our findings. First, we investigated whether the use of inverse population weights accounted for possible correlation among observations from the same tax parcel by running multilevel random intercept models designating the parcel as the grouping variable. Second, we considered the possibility of temporal confounding by including the lead screen year as a factor in each model with the reference year as 1995. Results regarding the importance of distance to airports were robust across these alternative specifications. We examined the results of these regressions to determine whether living near an airport using avgas had significant effects on blood lead levels. Statistical significance was set at $\alpha = 0.05$

Results

Blood lead screening data were available for 125,197 children in the study counties (Table 1), including 13,478 children living within 2,000 m of an airport polygon in the six study counties (Table 2).

Our statistical results are shown in Table 3. In unadjusted models, logged blood lead levels were significantly and positively associated with residential proximity to an airport, with the size of the association being larger for children living closer to airports. Although controlling for individual- and group-level confounders attenuated the association between logged blood lead levels and residential proximity to an airport, evidence of a deleterious relationship remained. In the adjusted models, control variables behaved as expected: Relative to being screened in the winter season, children tested in the spring, summer, or fall had increased blood lead levels, on average. Residence in poor and minority neighborhoods was also associated with elevated lead levels. In contrast, recently constructed housing units were associated with decreased mean lead levels. The above associations were consistent between the within-distance and categorical distance regression models.

Table 2. Individual and group-level characteristics of children 9 months to 7 years of age who were screened for blood lead 1995–2003 ($n = 125,197$).

Characteristic	Value
Individual level	
Blood lead level [$\mu\text{g}/\text{dL}$ (mean \pm SD)]	3.88 \pm 2.94
Season in which blood lead screening occurred [n (%)]^a	
Winter	27,189 (21.72)
Spring	30,593 (24.44)
Summer	35,256 (28.16)
Fall	32,159 (25.69)
Residential proximity to airport [n (%)]	
Within 500 m	1,267 (1.01)
Within 1,000 m	3,649 (2.92)
Within 1,500 m	8,122 (6.49)
Within 2,000 m	13,478 (10.77)
> 2,000 m	111,719 (89.23)
Year residence of child built (mean \pm SD)	1970 \pm 20.10
Group level (mean \pm SD)	
Proportion black ^b	0.39 \pm 0.33
Proportion Hispanic ^b	0.09 \pm 0.15
Household median income (\$10,000s) ^c	4.38 \pm 2.09
Proportion receiving public assistance ^c	0.04 \pm 0.05

^aWinter: December–February; spring: March–May; summer: June–August; fall: September–November.
^bResolved at the census block level. ^cResolved at the census block group level.

Table 3. Change in logged blood lead level associated with a child's residential proximity to airport using multiple linear regression ($n = 125,197$).

Covariate	Within distance buffers ^a		Categorical distance measure	
	Coefficient (95% CI)		Covariate	Coefficient (95% CI)
Unadjusted				
Within 500 m	0.089 (0.034 to 0.144) [#]		Between 0 and 500 m	0.094 (0.038 to 0.150) [#]
Within 1,000 m	0.084 (0.036 to 0.133) [#]		Between 501 and 1,000 m	0.085 (0.027 to 0.142) [#]
Within 1,500 m	0.077 (0.039 to 0.116) [#]		Between 1,001 and 1,500 m	0.071 (0.023 to 0.119) [#]
Within 2,000 m	0.052 (0.018 to 0.087) [#]		Between 1,501 and 2,000 m	0.016 (–0.022 to 0.053)
			> 2,000 m	Reference
Adjusted^b				
Within 500 m	0.043 (0.006 to 0.080)**		Between 0 and 500 m	0.043 (0.006 to 0.080)**
Within 1,000 m	0.037 (0.010 to 0.065) [#]		Between 501 and 1000 m	0.034 (–0.003 to 0.072)*
Within 1,500 m	0.021 (0.0008 to 0.041)**		Between 1,001 and 1,500 m	0.007 (–0.020 to 0.034)
Within 2,000 m	0.003 (–0.013 to 0.020)		Between 1,501 and 2,000 m	–0.019 (–0.041 to 0.003)*
			> 2,000 m	Reference

^aWithin-distance thresholds were entered in separate regression models. ^bAdjusted models control for census block level proportion black and proportion Hispanic, census block group level percent population receiving public assistance and household median income, as well as individual level dummy variables for the season in which a child was screened for blood lead. * $p < 0.10$. ** $p < 0.05$. [#] $p < 0.01$.

In the within-distance buffer specification for the adjusted models, blood lead levels were significantly associated with residing within 500 m [coefficient = 0.043; 95% confidence interval (CI), 0.006–0.080]; 1,000 m (coefficient = 0.037; 95% CI, 0.010–0.065), and 1,500 m (coefficient = 0.021; 95% CI, 0.0008–0.041) of an airport. Blood lead levels were not associated with living at greater distances. Importantly, the magnitude of the coefficient on the distance to airport variables was largest for those children living within 500 m and decreased in a dose–response fashion out to 1,500 m. On the basis of distance to airport coefficients, children living within 500 m, 1,000 m, or 1,500 m of an airport had average blood lead levels that were 4.4, 3.8, or 2.1% higher, respectively, than other children.

In the categorical distance specification, compared with the reference category (> 2,000 m from an airport), children living within 500 m of an airport had blood lead levels that were, on average, 4.4% higher (coefficient = 0.043; 95% CI, 0.006–0.080) (Table 3). In addition, the coefficient for the 501–1000 m category was marginally significant (coefficient = 0.034; 95% CI, –0.003 to 0.072). Neither the 1,001–1,500 m nor the 1,501–2,000 m category was significant at the 5% level, with coefficient estimates near the null value. These results taken collectively suggest that children living within 500 m and within 1,000 m are driving the results in the models that entered the within-distance threshold variables separately.

Discussion

Based on the geospatial and statistical analysis presented above, lead from avgas may have a small (2.1–4.4%) but significant impact on blood lead levels in children who live in proximity to airports where avgas is used. The magnitude of the estimated effect of living near airports was largest for those children living within 500 m and decreased in a monotonic fashion out to 1,500 m. Because our model takes into account only whether a child is living anywhere in a fixed distance (500 m, 1,000 m, or 1,500 m) radius of an airport, children who live very close to or downwind from a runway could be affected more significantly than the average value that we estimate for all children living within the buffer.

Our finding that living beyond 1,000 m of an airport using avgas does not have a significant relationship with blood lead levels is reasonably consistent with previous research suggesting that lead drops to background levels beyond 1,000 m from an airport (Piazza 1999).

Our study has several important limitations. It does not take into account wind patterns that could increase the extent of the area containing

lead particles from avgas in certain directions and decrease it in others. Furthermore, our model considers only whether children live anywhere within a particular distance from an airport and does not consider the fact that some points within this area could have higher air lead concentrations than others. Our modeling of the relationship between avgas and blood lead could be improved by incorporating wind direction information, by obtaining information about where piston-engine aircraft typically take off or land at each airport, and by controlling for air traffic volume. In addition, the variability in our geocoding success rates may introduce spatial bias. To partially address this, we re-ran the analysis without Union County, which had the lowest geocoding rate (37% compared with 58% for the remaining counties combined). The distance from airport results were robust to this change in the data set. We also note that if one includes a rural county like Union County, geocoding rates are inevitably poor. We felt it important to include a rural county, so we reported results with Union County data. Nonetheless, the analysis presented here would be strengthened with better geocoding rates. Finally, extending the study to additional counties throughout the United States could increase sample size and determine whether the trends that we observed in North Carolina are replicated elsewhere in the country. The methods we describe here for constructing buffer zones around airports could easily be replicated in other areas nationally (or internationally).

Conclusions

Our analysis indicates that living within 1,000 m of an airport where avgas is used may have a significant effect on blood lead levels in children. Our results further suggest that the impacts of avgas are highest among those children living closest to the airport. This study adds to the literature examining whether leaded avgas poses risks to children's health and speaks directly to the ongoing policy debate regarding the regulation of leaded avgas.

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August 24, 2021

Sent via Email

Administrator Michael Regan
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Dear Administrator Regan:

The undersigned organizations hereby petition the U.S. Environmental Protection Agency (“EPA”), pursuant to the Administrative Procedure Act, 5 U.S.C. §§ 551-559, 701-706,¹ and the Clean Air Act (“CAA”), 42 U.S.C. §§ 7401–7671q, to make an endangerment finding under section 231 of the CAA that leaded aviation gasoline (“avgas”) contributes to air pollution that harms public health and welfare.² Despite knowing for years that lead exposure at any level is harmful to human health, and notwithstanding research linking the use of leaded avgas to elevated blood lead levels, EPA has thus far declined to regulate the largest remaining source of lead emissions to the environment. The undersigned organizations ask EPA to make a long-overdue endangerment finding for leaded avgas and begin the process of regulating this source of harmful lead emissions. Doing so is an important step in fulfilling the Biden-Harris Administration’s commitments to protect children’s health and promote environmental justice.³

Petitioner Alaska Community Action on Toxics (“ACAT”) is a 501(c)(3) non-profit public interest environmental health and justice research and advocacy organization, incorporated and headquartered in Anchorage, Alaska. ACAT is guided by the belief that everyone has the right to clean air, clean water, and toxic-free food and, to that end, works with individuals and communities in Alaska to address toxic contamination, protect health, and achieve justice. Upon request, ACAT assists individuals, tribes, and communities to implement effective strategies to prevent or reduce their exposures to toxic substances, protect the ecosystems that sustain them, and hold accountable those responsible for the contamination of

¹ See 5 U.S.C. § 553(e) (“Each agency shall give an interested person the right to petition for the issuance, amendment, or repeal of a rule.”).

² 42 U.S.C. § 7571(a)(2) (“The Administrator [of the EPA] shall . . . issue proposed emission standards applicable to the emission of any air pollutant from any class or classes of aircraft engines which in his judgment causes, or contributes to, air pollution which may reasonably be anticipated to endanger public health or welfare.”).

³ See Ariel Wittenberg, *EPA: Biden Team Vows ‘New Era’ For Protecting Children’s Health*, E&E News (May 12, 2021), <https://www.eenews.net/greenwire/2021/05/12/stories/1063732361> (“Until every child can safely drink water from the faucet; inhale a full, clean breath of fresh air; and play outdoors, without risk of environmental hazard or harm, our work continues.” (quoting Administrator Regan)); Exec. Order No. 14,008, 86 Fed. Reg. 7619 (Jan. 27, 2021), <https://www.govinfo.gov/content/pkg/FR-2021-02-01/pdf/2021-02177.pdf> (explaining the Biden-Harris Administration’s policy “to secure environmental justice . . . for disadvantaged communities that have been historically marginalized and overburdened by pollution and underinvestment in housing, transportation, water and wastewater infrastructure, and health care.”).

their communities. Because existing remedies are so often inadequate to address Alaskans' concerns, ACAT also works to achieve systemic policy change at the marketplace, local, state, national, and international levels, including by advocating for, and engaging in, rulemaking efforts by EPA.

Petitioner Center for Environmental Health ("CEH") is a 501(c)(3) non-profit, national public interest organization with headquarters in Oakland, California. For 25 years, CEH has helped to lead the growing, nationwide effort to protect people from toxic chemicals that cause cancer, adverse reproductive effects, learning disabilities, and many other health problems, by working with communities, consumers, workers, government, and the private sector to demand and support business practices that are safe for public health and the environment. Leading with science and committed to inclusive, community-led solutions that address environmental injustices in communities of color and low-income communities, CEH uses a range of strategies to achieve this – from public education to legal action. CEH also works with state and federal policymakers to develop and protect laws and regulations that support safer chemicals and consumer products, and it fights to ensure that governments allocate sufficient resources to implement those laws and regulations in a health-protective manner.

Petitioner Friends of the Earth ("FoE") is a tax-exempt environmental advocacy organization founded in 1969 and incorporated in the District of Columbia, with offices in Washington, D.C. and Berkeley, California and staff located around the country. As of August 2021, FoE had more than 280,000 members across all fifty states in the United States and more than 4.5 million activists. FoE is part of Friends of the Earth International, a federation of grassroots groups working in seventy-four countries on today's most urgent environmental and social issues. FoE's mission is to defend the environment and champion a healthy and just world. To this end, one of FoE's key programs is the promotion of policies and actions that prevent air pollution and that minimize the negative impacts of pollution on human health. FoE relies on sound science and uses the law to create and advocate for innovative strategies to conserve natural resources and protect public health and the environment. A core element of FoE's mission is work to reduce air and water pollution throughout the United States. To these ends, FoE actively engages in rulemaking efforts before EPA and other regulatory agencies relating to the regulation of industrial sources of air and water pollution and in litigation to support these efforts.

Petitioner Montgomery-Gibbs Environmental Coalition ("MCEG") is a 501(c)(3) nonprofit community watchdog organization based in San Diego, California. MCEG is dedicated to educating and informing the public about general aviation environmental issues. MCEG advocates for clean air, aviation safety and less noise, along with tighter security measures to improve and ensure the health and wellbeing of its communities. Its mission is to improve the environmental quality of its neighborhoods by working together to create a better world for future generations.

Petitioner Oregon Aviation Watch ("OAW") is dedicated to research, education, and advocacy on behalf of the public interest and public welfare regarding aviation issues. OAW seeks to enhance and protect the quality of life for Oregon residents by eliminating the adverse impacts of aviation activity, as well as achieve a transparent, accountable, and sustainable aviation system that neither disregards nor diminishes the environment, livability, health, or well-being of current and future generations of Oregon residents. OAW provides information on

aviation policy in Oregon and nationally and shares its experiences dealing with these issues. OAW strives to reduce the sense of isolation and powerlessness people sometimes feel when confronted with the bureaucratic runaround and lack of democratic principles so often encountered when dealing with aviation issues. To further these goals, OAW has gathered and written numerous articles on the subject of lead pollution from piston-engine aircraft and has filed requests and motions with local airports to install monitoring equipment to further show the effects and dangers of leaded avgas. OAW also provides regular email updates to a broad base of local supporters, elected officials, and environmental organizations to keep the public apprised of current aviation issues. OAW is active at the local level in ensuring that decision-makers take into account the health and well-being of residents and communities negatively impacted by Oregon's airports.

Petitioner County of Santa Clara is one of the nation's most populous counties and home to approximately 1.9 million residents. The County owns and manages two general aviation airports—Reid-Hillview Airport, located in urban East San José, and San Martin Airport in more rural south Santa Clara County. Piston-engine aircraft also operate out of three additional airports in the county. Over 52,000 people reside within 1.5 miles of Reid-Hillview Airport, including nearly 13,000 children. There are also twenty-one schools and childcare centers in this radius. A County-commissioned study recently documented elevated blood lead levels among children residing or attending school or childcare facilities near this airport as a result of exposure to airborne lead emissions from piston-engine aircraft.⁴ The County has invested significant resources in protecting members of its community from lead exposures, including by leading nearly twenty years of litigation against former manufacturers of lead paint to secure funds for a countywide lead paint abatement program. The County has a significant interest in protecting all residents from continuing lead exposures from general aviation operations and ensuring that access to important aeronautical resources is compatible with public health and safety.

I. BACKGROUND

A. Lead, which is used in fuel for general aviation, is harmful to human health at any level.

It is well established that airborne lead is harmful to human health;⁵ as EPA has acknowledged, “any level of lead in the blood leads to adverse health effects.”⁶ For over forty

⁴ Mountain Data Group, *Leaded Aviation Gasoline Exposure Risk at Reid-Hillview Airport in Santa Clara County, California* 37–45 (2021), <https://www.sccgov.org/sites/opa/newsroom/Documents/RHV-Airborne-Lead-Study-Report.pdf> [hereinafter “RHV Lead Study”].

⁵ See EESI, *Fact Sheet | A Brief History of Octane in Gasoline: From Lead to Ethanol* (2016), https://www.eesi.org/files/FactSheet_Octane_History_2016.pdf [hereinafter “EESI Fact Sheet”] (“[In] the 1960s, following extensive health research . . . the devastating health impacts of low-level lead exposure were established.”).

⁶ *A Cmty. Voice v. EPA*, 997 F.3d 983, 986 (9th Cir. 2021); see also EPA, EPA100-R-19-003, *Implementation Status Report for EPA Actions Under the December 2018 Federal Action Plan to Reduce Childhood Lead Exposures and Associated Health Impacts* 4 (2019), https://www.epa.gov/sites/production/files/2019-04/documents/leadimplementationbooklet_april2019.pdf [hereinafter “2019 Status Report”] (“The Centers for Disease Control and Prevention (CDC) has stated that no safe blood lead level in children has been identified . . .”).

years, EPA has recognized that lead exposure, even at low levels, is associated with adverse health effects across multiple bodily systems,⁷ including harm to the nervous, cardiovascular, immune, and reproductive systems, as well as to the kidneys.⁸ Lead exposure can also cause anemia, increased blood pressure, and an increased risk of cancer; at high levels, exposure can lead to death.⁹ Children are particularly susceptible to harm from low-level lead exposure as a result of both physiology and age-appropriate behaviors; this exposure can decrease physical growth and cause neurodevelopmental harm in children, leading to behavioral problems and learning deficits.¹⁰ And as exposure to lead increases, so does the range and severity of adverse effects.¹¹ There is evidence that many of these deleterious effects are irreversible.¹²

To address the harm caused by lead exposure, EPA has spent almost five decades regulating lead, including its use in gasoline.¹³ Though the use of leaded gasoline in most motor vehicles was banned twenty-five years ago, leaded fuel is still used in approximately 167,000 piston-engine aircraft across 20,000 domestic airports.¹⁴ To date, EPA has failed to regulate this significant source of lead exposures, even though emissions from these aircraft collectively

⁷ See EPA, EPA-600/8-77-017, *Air Quality Criteria for Lead 1-6 to -7* (1977), <https://nepis.epa.gov/Exe/ZyPDF.cgi/20013GWR.PDF?Dockkey=20013GWR.PDF>; see also *Nat'l Res. Def. Council, Inc. v. Train*, 545 F.2d 320, 324 (2d Cir. 1976) (“The EPA concedes that lead . . . has an adverse effect on public health and welfare . . .”).

⁸ Agency for Toxic Substances and Disease Registry, *Lead – ToxFAQs* (2020) <https://www.atsdr.cdc.gov/toxfaqs/tfacts13.pdf> [hereinafter “ToxFAQs”]; EPA, EPA/600/R-10/075F, *Integrated Science Assessment for Lead*, at lxxxii-vii, 1-14 to -37 (2013), <https://cfpub.epa.gov/ncea/isa/recordisplay.cfm?deid=255721> (click PDF cover on right) [hereinafter “Lead ISA”].

⁹ See ToxFAQs, *supra* note 8.

¹⁰ *Id.*; see also EESI Fact Sheet, *supra* note 5 (“Children’s developing bodies are particularly sensitive to low-level, ambient exposures to lead. The health impacts of lead exposure in children include anemia, behavioral disorders, low IQ, reading and learning disabilities, and nerve damage.”); Lead ISA, *supra* note 8, at 1-15 tbl. 1-2 (explaining that there is “[c]lear evidence of cognitive function decrements . . . in young children . . . with mean or group blood [lead] levels measured at various lifestages and time periods between 2 and 8 µg/dL”).

¹¹ *Lead Poisoning and Health*, WHO (Aug. 23, 2019), <https://www.who.int/news-room/fact-sheets/detail/lead-poisoning-and-health#:~:text=Lead%20also%20causes%20long%2Dterm,birth%20and%20low%20birth%20weight>. Lead also accumulates in the body, including in bones, where it is stored and can reenter the blood over time. *Id.*

¹² CDC, *CDC Response to Advisory Committee on Childhood Lead Poisoning Prevention Recommendations in “Low Level Lead Exposure Harms Children: A Renewed Call of Primary Prevention”* 2 (2012), https://www.cdc.gov/nceh/lead/acclpp/cdc_response_lead_exposure_recs.pdf.

¹³ See EESI Fact Sheet, *supra* note 5 (outlining timeline of EPA actions to phase out lead in gasoline from 1973 through 1996).

¹⁴ See *Fact Sheet – Leaded Aviation Fuel and the Environment*, FAA (Nov. 20, 2019), https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=14754; Advance Notice of Proposed Rulemaking on Lead Emissions from Piston-Engine Aircraft Using Leaded Aviation Gasoline, 75 Fed. Reg. 22,440, 22,442 (to be codified at 40 C.F.R. pt. 67) [hereinafter “2010 ANPR”].

represent the single largest source of air emissions of lead in the United States, accounting for about 70% of lead released domestically into the atmosphere.¹⁵

EPA’s own analysis estimates that there are over five million people—including more than 360,000 children aged five or younger—living in very close proximity to at least one of the airports where piston-engine aircraft operate across the United States.¹⁶ Over 160,000 children attend schools near these airports.¹⁷ As explained in Part II.B, *infra*, research shows that children who live in close proximity to airports where piston-engine aircraft operate have higher blood lead levels relative to those who do not, putting them at a greater risk of harm from the adverse health effects associated with lead exposure.

Addressing emissions from leaded avgas will also help the Biden-Harris Administration realize its commitment to environmental justice. The majority of general aviation airports with the highest lead emissions are located in communities of color.¹⁸ Communities of color are already disproportionately burdened by chemical exposures and, in particular, by exposures to lead. Black children have body burdens of lead that are higher, on average, than their white counterparts, both *in utero* and after they are born.¹⁹ Lead emissions from activity at these general aviation airports contribute to this disparity.

In certain areas, the populations more likely to reside near airports are those of lower socioeconomic status.²⁰ EPA has acknowledged that “[c]hildhood lead exposure is especially prevalent in many communities that represent the lowest income and most diverse populations with significant cumulative environmental risk from pollution.”²¹ Given that the severity of health effects increases as lead exposure increases, children who live near airports and are also experiencing poverty—a condition that may make children both more susceptible to lead

¹⁵ Transp. Rsch. Bd. et al., *Options for Reducing Lead Emissions from Piston-Engine Aircraft* 35 (2021), <https://www.nap.edu/read/26050/chapter/5> [hereinafter “NAS Report”].

¹⁶ In 2020, EPA estimated that over five million people live within 500 meters of a runway and fifty meters of a helipad. See EPA, *National Analysis of the Populations Residing Near or Attending School Near U.S. Airports* 13 (2020), <https://nepis.epa.gov/Exe/ZyPDF.cgi/P100YG4A.PDF?Dockkey=P100YG4A.PDF>. In 2010, EPA estimated that sixteen million people live within one kilometer of these airports. See 2010 ANPR, 75 Fed. Reg. at 22,460.

¹⁷ *Id.*

¹⁸ We conducted a demographic analysis of the areas around the fifty highest lead-emitting general aviation airports, according to the 2017 National Emissions Inventory. It revealed that 60% or more of these airports had populations living within one mile that consisted of a higher percentage of people of color than the national average.

¹⁹ See, e.g., Robert L. Jones et al., *Trends in Blood Lead Levels and Blood Lead Testing Among US Children Aged 1 to 5 Years, 1988–2004*, 123 *Pediatrics* e376 (2009) (finding that blood lead levels were higher in non-Hispanic Black children than in Mexican American and non-Hispanic white children over the studied time periods); Andrea E. Cassidy-Bushrow, et al., *Burden of Higher Lead Exposure in African-Americans Starts In Utero and Persists into Childhood*, 108 *Env’t Int’l* 221 (2017).

²⁰ See, e.g., Sammy Zahran et al., *The Effect of Leaded Aviation Gasoline on Blood Lead in Children*, 4 *J. Ass’n Env’t & Res. Economists* 577 (2017) (“In Michigan, populations of lower socioeconomic status are more likely to reside near airports. Compared to more distant neighborhoods . . . neighborhoods within 2 km of an airport have significantly higher percentages of households receiving public assistance . . . and lower levels of educational attainment among adults . . .”).

²¹ 2019 Status Report, *supra* note 6, at 4.

absorption due to undernourishment and more exposed to lead by poor infrastructure and older homes—are at a particularly high risk of harm. EPA recently said that it “will always work to protect the most vulnerable communities and members of society, especially children;”²² acknowledging that emissions from leaded avgas harms children is necessary to fulfill this commitment.

B. EPA has thus far failed to make an endangerment finding on lead emissions from piston-engine aircraft, despite repeated opportunities to do so.

Notwithstanding the harm caused by emissions from piston-engine aircraft that use leaded avgas, EPA has not yet made an endangerment finding for lead air pollution from this source, despite repeated requests to do so. In 2006, FoE petitioned EPA to make a finding under section 231(a)(2)(A) of the CAA that leaded avgas harms human health or the environment and to regulate such emissions from general aviation aircraft.²³ In 2007, EPA requested comment on the issues raised in the petition, and in 2010, EPA issued an Advance Notice of Proposed Rulemaking (“ANPR”) on the issue of regulating leaded avgas. In the ANPR, EPA acknowledged that there is no identifiable safe level of lead exposure and that lead emitted from piston-engine aircraft operating on leaded avgas constitutes “the largest single source category for emissions of lead to air, comprising approximately half of the national inventory.”²⁴ Despite issuing this ANPR, EPA did not formally respond to the petition until 2012, after FoE filed suit over EPA’s unreasonable delay in answering the petition.

In its 2012 response to the 2006 Petition, EPA claimed that it needed more time to gather information to determine whether emissions of leaded avgas cause or contribute to harmful air pollution, and it stated that it would continue to work on the process for reaching a determination.²⁵ FoE petitioned EPA to reconsider its decision not to make an endangerment finding, pointing out the ample evidence that had already been published confirming that leaded avgas emissions contribute to air pollution that endangers human health or welfare.²⁶ In its response to the Petition for Reconsideration, EPA explained that it planned to issue a proposed endangerment finding for public comment in 2017 and a final endangerment finding in 2018.²⁷ While overall lead emissions have decreased in the decade since EPA issued the ANPR, leaded avgas’ contribution to those emissions has increased, from 50% in 2005 to some 70% by 2017.²⁸

²² *Statement by Administrator Regan on the President’s FY 2022 Budget*, EPA (June 2, 2021), <https://www.epa.gov/newsreleases/statement-administrator-regan-presidents-fy-2022-budget>.

²³ Friends of the Earth, *Pet. for Rulemaking & Collateral Relief* (Oct. 3, 2006), <https://www.epa.gov/sites/production/files/2016-09/documents/foe-20060929.pdf> (attached as Exhibit 1).

²⁴ 2010 ANPR, 75 Fed. Reg. at 22,442.

²⁵ Letter and Memorandum from Gina McCarthy, Assistant Administrator, EPA, to Deborah Behles & Helen Kang, Env’t L. & Just. Clinic, & Marianna Engelman Lado et al., Earthjustice (July 18, 2012), <https://19january2021snapshot.epa.gov/sites/static/files/2016-09/documents/ltr-response-av-ld-petition.pdf> (responding to *Pet. for Rulemaking & Collateral Relief*).

²⁶ Friends of the Earth, *Pet. for Reconsideration of EPA’s Denial* (Apr. 21, 2014) (attached as Exhibit 2).

²⁷ Letter from Gina McCarthy, Administrator, EPA, to Deborah Behles, Clinical Staff Attorney, Env’t L. & Just. Clinic, & Marianna Engelman Lado, Managing Attorney, Earthjustice (Jan. 23, 2015) (on file with EPA), <https://www.epa.gov/sites/default/files/2016-09/documents/ltr-response-av-ld-foe-psr-oaw-2015-1-23.pdf> (responding to *Pet. for Reconsideration*).

²⁸ See 2010 ANPR, 75 Fed. Reg. at 22,452 (“Currently, lead emitted by piston-engine aircraft operating on leaded avgas is the largest source of lead to the air, contributing about 50% of the National Emission

Despite the increased contribution of avgas to lead emissions, EPA has still not proposed that endangerment finding.

II. LEADED AVGAS MEETS THE CRITERIA FOR AN ENDANGERMENT FINDING.

The CAA requires EPA to issue proposed emission standards when it determines that aircraft emissions “cause[], or contribute[] to, air pollution which may reasonably be anticipated to endanger public health or welfare.”²⁹ This determination—often referred to as an endangerment finding—thus requires two showings: first, that lead air pollution as a whole may reasonably be anticipated to endanger public health or welfare; and second, that emissions from the use of leaded avgas in piston-engine aircraft cause or contribute to this harmful air pollution.³⁰ In evaluating whether there is a sufficient showing of each factor, EPA must rely on scientific judgment of the risks posed by pollution emissions, not on policy rationales.³¹

As explained below, studies conducted over the last half century demonstrate conclusively that both prongs of the endangerment finding test have been met. In recognition of this large body of evidence, and to protect public health and welfare, EPA must find that emissions from the use of leaded avgas in piston-engine aircraft contribute to harmful air pollution and propose standards to address this harm.

A. Lead air pollution is reasonably anticipated to endanger public health or welfare.

As EPA has recognized, the first prong of the endangerment finding is met whenever the air pollution at issue is reasonably anticipated to endanger public health or welfare, regardless of the source of that pollution.³² EPA has already acknowledged—repeatedly—that lead air pollution has an adverse effect on public health or welfare,³³ and it has regulated lead emissions

Inventory in 2005.”); NAS Report, *supra* note 15, at 35 (noting that, in 2017, piston-engine general aviation aircraft accounted for “roughly 70 percent of total lead emissions to air in the United States.”).

²⁹ 42 U.S.C. § 7571(a)(2)(A).

³⁰ See 2010 ANPR, 75 Fed. Reg. at 22,444–45 (explaining the two parts of the endangerment finding test); *cf. Coal. for Responsible Regul., Inc. v. EPA*, 684 F.3d 102, 117 (D.C. Cir. 2012) (explaining that an analogous provision of the CAA, § 202(a)(1), “requires EPA to answer only two questions: whether particular ‘air pollution’ . . . ‘may reasonably be anticipated to endanger public health or welfare’, and whether motor-vehicle emissions ‘cause, or contribute to’ that endangerment”), *aff’d in part, rev’d in part sub nom. Util. Air Regul. Grp. v. EPA*, 573 U.S. 302 (2014).

³¹ See *Coal. for Responsible Regul.*, 684 F.3d at 117–18; *Massachusetts v. EPA*, 549 U.S. 497, 533–34 (2007).

³² See Endangerment and Cause or Contribute Findings for Greenhouse Gases Under Section 202(a) of the Clean Air Act, 74 Fed. Reg. 66,496, 66,506 [hereinafter “GHG Endangerment Finding”] (interpreting parallel CAA provision relevant to motor vehicles to mean that “the Administrator is to consider the cumulative impact of [all] sources of a pollutant in assessing the risks from air pollution, and is not to look only at the risks attributable to a single source or class of sources”); see also 2010 ANPR, 75 Fed. Reg. at 22,444 (referring to recent EPA notices for greenhouse gases setting forth the analytical and legal framework for endangerment findings).

³³ See 2010 ANPR, 75 Fed. Reg. at 22,444 (explaining that, as part of the decision in 1976 to list lead as a criteria pollutant under the CAA, “EPA determined that lead was an air pollutant which, in the Administrator’s judgment, has an adverse effect on public health or welfare”).

on this basis.³⁴ Because, as EPA has acknowledged, lead harms public health, it more than meets the more lenient standard of “*reasonably . . . anticipated* to endanger public health or welfare.”³⁵ But even if EPA had not already acknowledged that lead pollution is reasonably anticipated to endanger public health or welfare, such a finding is warranted; research has long shown that there is a causal relationship between exposure to lead air pollution and adverse human health effects.³⁶

Moreover, in making a determination as to whether a particular pollutant is reasonably anticipated to endanger public health or welfare, EPA has in the past considered whether “vulnerable subpopulations are especially at risk.”³⁷ As noted above, children are generally more susceptible to adverse health effects from lead exposure, both because their bodies absorb lead much more easily than adults do³⁸ and because lead exposure affects the developmental processes they undergo.³⁹ Children also face increased exposures to lead that has been deposited on the ground from air emissions because of age-appropriate behaviors and activities, such as crawling and increased hand-to-mouth contact.⁴⁰ Though the well-established public-health harm from lead emissions, which is both severe and likely to occur, is sufficient for the purposes of satisfying the first prong of the endangerment-finding test, the fact that lead pollution affects children—a group EPA has described as a vulnerable group—makes it all the more important that EPA regulate the largest source of this pollution.

B. Lead emissions from piston-engine aircraft cause or contribute to harmful lead air pollution.

To meet the second prong of the endangerment finding, the Administrator “need not find that emissions from any one sector or group of sources are the sole or even the major part of an air pollution problem.”⁴¹ As EPA has explained, “Congress . . . authorized regulatory controls to address air pollution even if the air pollution problem results from a wide variety of sources.”⁴²

³⁴ See 2010 ANPR, 75 Fed. Reg. at 22,445 (“EPA has long regulated emissions of lead air pollution due to their adverse impacts on public health . . .”).

³⁵ 42 U.S.C. § 7571(a)(2) (emphasis added).

³⁶ See *supra* Part I.A.; Lead ISA, *supra* note 8, at 1-15 to -19 (summarizing research showing causal relationships between lead exposure and negative nervous system, cardiovascular, hematologic, and reproductive and developmental effects and likely or suggestive causal relationships between lead exposure and renal and immune system effects and cancer).

³⁷ GHG Endangerment Finding, 74 Fed. Reg. at 66,506; Finding That Greenhouse Gas Emissions from Aircraft Cause or Contribute to Air Pollution That May Reasonably Be Anticipated To Endanger Health and Welfare, 81 Fed. Reg. 54,422, 54,435 (Aug. 15, 2016) (to be codified at 40 C.F.R. pts. 87, 1068) [hereinafter “Aircraft Cause or Contribute Finding”].

³⁸ See *Biomonitoring Summary, Lead*, CDC,

https://www.cdc.gov/biomonitoring/Lead_BiomonitoringSummary.html (last updated Apr. 7, 2017) (“Absorption of ingested lead can be as much as five times greater in children than adults and even greater when intakes of dietary minerals are deficient.”).

³⁹ See Lead ISA, *supra* note 8, at 4-127 (“[There is] well-characterized toxicological evidence for Pb exposure interfering with development of the brain and activity of neurochemical processes that mediate cognitive function . . .”).

⁴⁰ See Lead ISA, *supra* note 8, at 1-11, 1-78.

⁴¹ GHG Endangerment Finding, 74 Fed. Reg. at 66,506; 2010 ANPR, 75 Fed. Reg. at 22,445.

⁴² 2010 ANPR, 75 Fed. Reg. at 22,445.

There is no need for the contribution to be “significant” for EPA to find that it contributes to pollution that is reasonably anticipated to endanger public health or welfare;⁴³ indeed, EPA has determined that air pollution emissions amounting to 1.2% of the total inventory of emissions of that pollutant “contributed” to harmful air pollution within the meaning of the CAA.⁴⁴

Where, as here, a source to be regulated contributes roughly 70% of the emissions of lead—a pollutant that is unsafe at any level—to the air, the source more than “contributes” to harmful air pollution.⁴⁵ This contribution is not just theoretical. Research shows that lead levels are higher in the areas surrounding airports servicing piston-engine aircraft.⁴⁶ And multiple studies have demonstrated that children living in close proximity to airports where leaded avgas is used have higher blood lead levels than children who do not.⁴⁷ This is true even after

⁴³ See *id.*; *Bluewater Network v. EPA*, 370 F.3d 1, 14 (D.C. Cir. 2004) (explaining that the fact that “contribute to” was not modified by the term “significantly” in one provision, as it was in other provisions in the CAA, “indicates that Congress did not intend to require a finding of ‘significant contribution’ for individual . . . categories”).

⁴⁴ See 2010 ANPR, 75 Fed. Reg. at 22,445 (citing *Bluewater Network*, 370 F.3d at 15); see also Aircraft Cause or Contribute Finding, 81 Fed. Reg. at 54,472 (finding that “the collective GHG emissions from the classes of engines used in U.S. covered aircraft clearly contribute to endangering GHG pollution, whether the comparison is . . . to domestic GHG inventories . . . representing 2.8 percent of total U.S. emissions [or] to global GHG inventories . . . [representing] 0.4 percent of all global GHG emissions”).

⁴⁵ Though EPA need not set “a precise numerical value as part of” a contribution endangerment finding,” nor “establish a minimum threshold of risk or harm before determining whether an air pollutant endangers,” *Am. Lung Ass’n v. EPA*, 985 F.3d 914, 977 (D.C. Cir. 2021) (quoting *Coal. for Responsible Regul.*, 684 F.3d at 122–23), such a large proportion of pollution from one source counsels in favor of such a finding. Cf. *Am. Lung Ass’n*, 985 F.3d at 977 (upholding EPA’s finding of *significant* contribution where a source category emitted one-third of relevant domestic emissions); *Massachusetts v. EPA*, 549 U.S. at 524–25 (2007) (noting that, even though the transportation sector represented less than a third of domestic carbon dioxide emissions, “[j]udged by any standard, U.S. motor-vehicle emissions make a meaningful contribution to greenhouse gas concentrations”).

⁴⁶ See 2010 ANPR, 75 Fed. Reg. at 22,442; see also Letter and Memorandum from Gina McCarthy to Deborah Behles et al., *supra* note 25, at 7 (“For piston-engine aircraft using leaded avgas, our investigation to date indicates that the levels of lead in the air at and around general aviation airports increase with proximity to the airport.”).

⁴⁷ See Marie Lynn Miranda et al., *A Geospatial Analysis of the Effects of Aviation Gasoline on Childhood Blood Lead Levels*, 119 *Env’t Health Perspectives* 1513 (2011) (examining the relationship between proximity to airports in North Carolina where leaded aviation gas is used and blood lead levels in children and finding that “children living within 500 m, 1,000 m, or 1,500 m of an airport had average blood lead levels that were 4.4, 3.8, or 2.1% higher, respectively, than other children”); Zahran et al., *supra* note 20, at 575–610 (examining the blood lead levels of children living within 2 kilometers of airports in Michigan and finding that “the odds that a child’s [blood lead levels] will eclipse CDC thresholds for concern increases dose-responsively in proximity to airports, declines measurably in neighborhoods proximate to airports in the months following 9/11” (when there was less air traffic), and “increases dose-responsively in the flow of [piston-engine aircraft] traffic”); RHV Lead Study, *supra* note 4, at 37–45 (explaining that “children proximate to [the general aviation airport] Reid-Hillview Airport present with systematically higher [blood lead levels], net of other measured sources of lead exposure risk, child demographic characteristics, and observed and unobserved neighborhood conditions,” that children who live downwind of the airport had higher blood lead levels than those who did not, and that the blood lead levels “of sampled children increase with exposure to piston-engine aircraft operations at [the airport], net of all other factors” and ultimately “suggesting that child [blood lead levels] increase dose-responsively with

accounting for other sources of lead exposure, indicating that the use of leaded avgas causes elevated blood lead levels in children.⁴⁸ Indeed, one recent study showed that living downwind of Reid-Hillview Airport was associated with childhood blood lead level increases comparable to those from the Flint water crisis and that children living within half a mile of the airport during periods of maximum piston-engine aircraft traffic had blood lead level increases nearly twice the amount that occurred during the Flint crisis.⁴⁹

Given that there is no safe level of lead, that lead is present in higher amounts surrounding airports using leaded avgas, and that studies show a causal relationship between the use of leaded avgas and elevated blood lead levels in children, there is ample evidence that leaded avgas contributes to harmful air pollution.

* * *

EPA has long recognized that lead is harmful to public health. And EPA’s own analysis shows that the largest source of airborne lead emissions in the United States exposes millions of people across the country to a harmful pollutant for which there is no safe level of exposure. The research is clear—as it has been for years—that this exposure puts those who live, work, and attend school near airports where leaded avgas is used at a heightened risk of harm from one of the many adverse health effects associated with lead exposure. Lead emissions from piston-engine aircraft using leaded avgas therefore contribute to air pollution which may reasonably be anticipated to endanger public health or welfare. EPA must take long-overdue action to formally recognize this risk of harm and make an endangerment finding for leaded avgas, thereby beginning the process for regulating this source of dangerous air pollution.

Respectfully submitted,

s/ Jonathan J. Smith

Jonathan J. Smith

Kelly E. Lester

[piston-engine aircraft] traffic”); cf. Won-Ju Park et al., *Blood Lead Level and Types of Aviation Fuel in Aircraft Maintenance Crew*, 84 *Aviation, Space, & Env’t Med.* 1087 (2013) (analyzing the blood lead levels of aircraft-maintenance workers in the Republic of Korea, finding higher blood lead levels among maintenance workers that are based in airports that service propeller-driven aircraft and use leaded aviation gas relative to maintenance workers that are based in airports that service jets (which do not use leaded avgas), and concluding that leaded avgas emissions “could increase the [blood lead levels] of aircraft maintenance crews”).

⁴⁸ See Miranda et al. *supra* note 47, at 1,515 (finding relationship persisted even after accounting for individual- and group-level confounders, including the proportion of Black and Hispanic residents in a relevant census block, the percent of census-block population receiving public assistance, median household income of census block, and the season during which an individual child was screened for blood lead); Zahran et al, *supra* note 20, at 581 (controlling for confounding factors including housing stock age, location of industrial point sources emitting lead, percentage of households receiving public-assistance income, percentage of adult population with a high school education or greater, median home prices in a neighborhood, and population density (to account for accumulated lead in roads and soils from use of leaded automobile gasoline)).

⁴⁹ See RHV Lead Study, *supra* note 4, at xv, xvi.

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Agency

Exhibit 1

**BEFORE THE ADMINISTRATOR OF THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

PETITION FOR RULEMAKING & COLLATERAL RELIEF

FRIENDS OF THE EARTH
Petitioner
1717 Massachusetts Avenue, NW, 600
Washington, DC 20036-2002

**PETITION FOR RULEMAKING SEEKING THE REGULATION OF
LEAD EMISSIONS FROM GENERAL AVIATION AIRCRAFT
UNDER § 231 OF THE CLEAN AIR ACT**

October 3, 2006

Pursuant to the Right to Petition Government Clause contained in the First Amendment of the United States Constitution, the Administrative Procedure Act, and the Clean Air Act, petitioner files this petition for Rulemaking and Collateral Relief with the Administrator and respectfully requests him to undertake the following duties:

- (1) Make a finding that lead emissions from general aviation aircraft endanger public health and welfare and issue a proposed emissions standard for lead from general aviation aircraft under § 231 (a) (2) (A) of the Clean Air Act; alternatively,
- (2) If the Administrator believes that insufficient information exists to make such a finding, commence a study and investigation of the health and environmental impacts of lead emissions from general aviation aircraft, including impacts to humans, animals and ecosystems, under § 231 (a) (2) of the Clean Air Act, and issue a public report on the findings of the study and investigation.

BACKGROUND

On September 30, 2003, the Environmental Protection Agency (“EPA”) published a Notice of Proposed Rulemaking (NPRM) for proposed amendments to existing emission standards for oxides of nitrogen (NOx) for newly certified commercial aircraft gas turbine engines with rated thrust greater than 26.7 kilonewtons (kN). 68 Fed. Reg. 56, 226. On December 12, 2003, on behalf of Bluewater Network, (currently a division of Friends of the Earth), the Golden Gate University Environmental Law and Justice Clinic commented on the proposed rule, as well as on the lack of regulation of lead emissions from general aviation aircraft. Regarding the latter issue, Bluewater argued that the combination of the lack of a threshold for safe lead exposure and the relatively high proportion of air lead pollution from general aviation aircraft should trigger the EPA’s duties under Clean Air Act §231 to determine that lead emissions from this source endanger the public health and welfare.¹ Bluewater also noted that subpopulations living in the vicinity of general aviation airports, as well as aircraft workers and passengers, may be at particular risk for lead exposure.²

In November 2005, the EPA issued a response. The EPA claimed that there is insufficient information to enable the agency to determine that aircraft lead emissions may reasonably be anticipated to endanger public health and welfare.³ The EPA further maintained that since a suitable, safe, unleaded aviation fuel has not been developed, regulating leaded aviation fuel would ground all general aviation aircraft, resulting in severe economic repercussions to the businesses that use the craft.⁴

Despite the volumes of studies pointing to the hazards of lead, the extent of the EPA’s actions to address this problem have been to merely encourage the Federal Aviation Administration (FAA) to develop an unleaded aviation gasoline and to pursue voluntary initiatives to reduce the use of lead in aviation gasoline, while collecting information when possible.⁵ The EPA is reluctant to take a more assertive stance on the problem of lead emissions from general aviation aircraft. Further reluctance is no longer appropriate, given the facts below.

PETITIONER

Petitioner FRIENDS OF THE EARTH is an environmental advocacy organization founded in 1969, with approximately 30,000 members across the nation. It’s mission is to protect the planet from environmental degradation, including protecting clean air and healthy communities. BLUEWATER NETWORK is a non-profit organization founded in 1996 that works to protect air and water quality from harm caused by the transportation sector. Bluewater Network works to end environmental damage from cars, crafts, vessels, and to protect human

¹ Letter from Golden Gate University Environmental Law and Justice Clinic, on behalf of Bluewater Network, to the U.S. EPA (December 12, 2003).

² *Id.*

³ Emission Standards and Test Procedures for Aircraft and Aircraft Engines: Summary and Analysis of Comments, US EPA (November 2005) [EPA Comments] at 45.

⁴ *Id.* at 42.

⁵ *Id.* at 43.

health and the planet by reducing dependence on fossil fuels. In March, 2005, Friends of the Earth merged with Bluewater Network. As a result of the merger, Bluewater Network is now a division of Friends.

STATEMENT OF LAW

On behalf of Friends of the Earth, the Environmental Law and Justice Clinic submits this petition to the EPA under the authority granted by the Administrative Procedure Act, 5 U.S.C. § 553.

In 1970, Congress gave the EPA authority through Section 231(a)(2)(A) of the Clean Air Act, 42 U.S.C. § 7571, to issue proposed emission standards when it determines that aircraft emissions from any class of aircraft engines “may reasonably be anticipated to endanger public health or welfare.” Indeed, the EPA itself has confirmed that it has the authority to do so.⁶ EPA must consult with the FAA regarding these standards. Section 231(a)(2)(B)(i). Pursuant to 49 U.S.C. § 44714, the FAA shall prescribe fuel standards to control or eliminate aircraft emissions that the EPA decides under section 231 endanger the public health or welfare. Only if the consultation determines that the proposed changes “would significantly increase noise and adversely affect safety,” shall the changes not take effect. Section 231(a)(2)(B)(ii).

ARGUMENT

EPA action regarding lead in general aviation aircraft is long overdue. Studies increasingly show that lead in any quantity threatens the public welfare. Lead emissions from general aviation aircraft constitute a substantial proportion of all current lead air emissions. Congress gave EPA the authority through Section 231(a)(2)(A) to issue proposed emission standards when it determines that aircraft emissions “endanger public health or welfare.” Based on the facts presented below, the petitioner contends that sufficient data exists to conclude that lead emissions from general aviation aircraft endanger the public health and welfare, thus creating a duty for the EPA to propose emission standards. In the alternative, sufficient data regarding the dangers of airborne lead exist to commence a study concerning the extent of the health and environmental effects of general aviation lead emissions. Failure to do so in either instance would constitute arbitrary and capricious action under the APA, 5 U.S.C. § 706.

I. LEAD EXPOSURE IS HAZARDOUS TO HUMAN HEALTH

The EPA has repeatedly concluded that “lead is a very toxic element, causing a variety of effects at low dose levels.”⁷ Numerous federal agencies, including the EPA, the Occupational Safety and Health Administration, the Food and Drug Administration, and the Department of Health and Urban Development, have implemented regulations controlling lead content and use.⁸

⁶ *Id.* at 5.

⁷ Lead Compounds Hazard Summary, U.S. EPA (April 1992, modified January 2000), available at <http://www.epa.gov/ttn/atw/hlthef/lead.html>

⁸ Toxicological Profile for Lead, U.S. Department of Health and Human Services (September 2005) [Toxicological Profile] at 14-17, available at <http://www.atsdr.cdc.gov/toxprofiles/tp13.pdf>

Acute high lead exposure can cause grave physiological consequences, including death and brain damage.⁹ The severity of lead exposure differs according to time and levels of exposure, and is usually measured by blood lead levels.¹⁰ However, blood lead levels reflect only recent exposure to lead.¹¹ Of the lead that is retained in the human body, most is ultimately deposited in the bones.¹² The inert lead deposited in bones can later reenter the blood stream in periods of physiological stress, pregnancy, lactation, chronic disease, and old age.¹³ This reentry is exacerbated by calcium deficiency, because lead can inhibit or mimic the actions of calcium.¹⁴ Hence, lead can affect an organism long after initial exposure.

According to the Agency for Toxic Substances and Disease Registry (ATSDR), “lead could potentially affect any system or organs in the body.”¹⁵ Common targets for lead toxicity are the cardiovascular, renal, and nervous systems.¹⁶ The most common cardiovascular effect is increased blood pressure.¹⁷ At the same time, lead exposure may compromise the renal system, especially by depressing the kidneys’ glomerular filtration rate.¹⁸ However, the most sensitive target for lead toxicity is the nervous system, resulting in malaise, forgetfulness, irritability, weakness, headache, and impaired concentration.¹⁹

The pervasive and multi-faceted hazards of lead are well documented. Therefore, as the Agency for Toxic Substances states, it is important to interdict all lead exposures.²⁰

II. STUDIES INCREASINGLY SHOW THAT NO LEVEL OF LEAD IS SAFE.

The health hazards of lead are especially worrisome because studies increasingly show that no exposure to lead is safe. The levels at which adverse health effects are believed to occur have been revised downward several times in recent regulatory history.²¹ For example, in 1972, the blood level considered safe for children was 40 mcg/dL.²² More recently, the EPA defined the blood level of 10 mcg/dL as the “concentration of concern,” but emphasized that this standard is not a threshold below which safety may be assured since scientific studies do not indicate any clear toxicity threshold for lead.²³

⁹ Lead Toxicity Environmental Alert, U.S. Agency for Toxic Substances and Disease Registry (October 1992, revised October 2000) [ATSDR Report] at 16, available at <http://www.atsdr.cdc.gov/HEC/CSEM/lead/docs/lead.pdf>

¹⁰ *Id.*

¹¹ *Id.* at 14.

¹² *Id.*

¹³ *Id.* at 15.

¹⁴ *Id.*

¹⁵ Toxicological Profile at 21.

¹⁶ *Id.* at 8, 21.

¹⁷ *Id.* at 27.

¹⁸ *Id.* at 28.

¹⁹ ATSDR Report at 17.

²⁰ *Id.*

²¹ *Id.*

²² Preventing Lead Poisoning in Young Children: A Statement by the Centers for Disease Control and Prevention (October 1991), available at <http://www.cdc.gov/nceh/lead/publications/books/plpyc/contents.html>.

²³ Identification of Dangerous Levels of Lead, Final Rule, U.S. EPA (January 5, 2001), 66 Fed. Reg. 1206.

Indeed, recent studies show that lead blood levels well below 10 mcg/dL are associated with increases in serious health effects in both children and adults.²⁴ For example, increases in chronic kidney disease have been observed in hypertensive adults at blood lead levels of between 2.5 to 3.8 µg/dL.²⁵

Children have generally been shown to absorb a larger fraction than adults of both inhaled and ingested lead,²⁶ and are more sensitive to lead induced toxicity than adults,²⁷ especially in relation to the nervous system. At lower levels of exposure, lead may compromise cognitive development and cause learning disabilities and lower IQ levels.²⁸ For example, Lanphear et. al. estimated a decline of 6.2 points in full scale IQ for an increase in blood lead levels from <1 to 10 µg/dL.²⁹ Low-level exposure has also been associated with neurological effects such as hearing impairment and peripheral nerve dysfunction.³⁰

New data increasingly shows that health effects occur in both children and adults at low levels of lead exposure. Therefore, to protect the health and welfare of the public, especially of children, the EPA should strive to eliminate every source of lead to which the public could be exposed.

III. LEAD EMISSIONS FROM GENERAL AVIATION AIRCRAFT POSE HUMAN HEALTH AND ECOLOGICAL CONCERNS.

The use of leaded aviation gasoline results in the emission of both organic and inorganic lead-containing compounds. Organic alkyl lead compounds such as tetraethyl lead (“TEL”) are emitted into the air mostly from fueling operations. TEL decomposes fairly quickly to inorganic forms of lead once dispersed into the air, water, or soil. For example, the half-life of TEL in summer atmospheres is approximately 2 hours and is on the order of several days in winter atmospheres.³¹

Inorganic forms of lead enter the environment from the decomposition of organic alkyl lead compounds, and more significantly, as tailpipe emissions from the gasoline combustion process. Inorganic forms of lead are highly persistent in the environment. Wet or dry deposition removes lead particles from the atmosphere and deposits them on soil and water surfaces.³² Lead emitted as particles may remain airborne for up to ten days and may thus be transported far from the original source.³³

²⁴ ATSDR Report at 17.

²⁵ Muntner, P.; He, J.; Vupputuri, S.; Coresh, J.; Batuman, V. (2003) Blood lead and chronic kidney disease in the general United States population: results from NHANES III. *Kidney Int.* 63: 1044-1050.

²⁶ ATSDR Report at 9.

²⁷ Toxicological Profile at 9.

²⁸ Toxicological Profile at 25.

²⁹ Lanphear, B. P. (2005) Childhood lead poisoning prevention: too little, too late. *JAMA J. Am. Med. Assoc.* 293: 2274-2276.

³⁰ ATSDR Report at 17.

³¹ PBT National Action Plan for Alkyl-Lead, U.S. EPA Persistent, Bioaccumulative, and Toxic Pollutants (PBT) Program (June 2002) [PBT Action Plan] at 13.

³² *Id.*

³³ *Id.*

As a result of the use of leaded aviation gasoline, humans and ecological receptors at or near general aviation airports may be exposed to elevated levels of lead. The main routes of human exposure to lead compounds at or near general aviation airports in urban areas include: (i) inhalation of airborne organic and inorganic lead, (ii) ingestion of lead-contaminated dusts formed via deposition of airborne lead, and (iii) ingestion of contaminated home-grown fruits and vegetables (also via particulate deposition). In farming areas, additional exposure could result from the contamination of food-animals via lead deposition onto soils, forage areas, and farm ponds.

Inhalation and ingestion exposures are likely to occur to workers, pilots, passengers and other individuals at general aviation airports. Inhalation, ingestion, garden-produce and other indirect exposures are likely to occur to residents and others located on the periphery of general aviation airports.

In addition, lead emissions from general aviation airports may also accumulate in local and regional surface waters:

Transport of lead to surface waters can occur through direct deposition from the atmosphere, via industrial waste water discharge, or as runoff (e.g., lead associated with suspended solids in the erosional process) [...] Inorganic lead may bioconcentrate in some aquatic animals, especially benthic organisms such as bottom feeding fish and shellfish such as mussels....³⁴

In this way, lead from general aviation airports is likely to contaminate sources of drinking water and fishing resources, and could also cause various adverse ecological impacts.

While the greatest source of lead air emissions comes from stationary sources like lead smelters, general aviation is the one major mobile source, constituting at least 13% all lead air emissions.³⁵ Other mobile sources of airborne lead emissions are recreational marine vehicles and racing automobiles.³⁶ The latter of these lead sources is being phased out. The National Association of Stock Car Auto Racing (NASCAR) has announced that by 2008, NASCAR will switch to unleaded gasoline.³⁷ This is the result of the EPA's 2002 Persistent, Bioaccumulative, and Toxic Pollutants (PBT) Action Plan, in which it identified the removal of lead from NASCAR vehicle fuel as its key priority over the next five years.³⁸ The EPA has not made the removal of lead from general aviation fuel a similar priority even though, in 1996, U.S. refineries produced over 3,000 times as many gallons of aviation gasoline as NASCAR fuel used in 1998.³⁹

EPA's concern with removing lead from NASCAR fuel indicates the importance of removing mobile source lead emissions, and yet EPA has not acted to address lead fuel use in general aviation fuel. General aviation constitutes a substantially higher percentage of lead air

³⁴ *Id.*

³⁵ National Air Quality and Emission Trends Report, U.S. EPA (2003).

³⁶ PBT Action Plan at 7.

³⁷ Viv Bernstein, *NASCAR Plans to Switch to Unleaded Fuel in '08*, New York Times, January 20, 2006, at 2.

³⁸ PBT Action Plan at 3.

³⁹ *Id.* at 25.

emissions than auto racing. In 2002, general aviation comprised 125.5 annual tons, or about 88% of lead from all mobile sources.⁴⁰ This percentage will increase with NASCAR adopting unleaded fuel. Now that leaded gasoline use in NASCAR has been addressed, it is time for the EPA to focus on the more important task of removing lead from general aviation fuel.

IV. SAFE UNLEADED ALTERNATIVES TO AVIATION GASOLINE EXIST AND SHOULD BE BETTER UTILIZED.

As described below, contrary to the EPA's assertions,⁴¹ safe unleaded alternatives to aviation gasoline do exist. Since 1999, the research and development process has produced unleaded fuels that have received approval from the FAA for current use. Tens of thousands of low-performance aircraft have received supplemental type certificates allowing them to run on unleaded automobile gasoline (commonly referred to as "mogas" in the aviation community). Additionally, a mogas alternative, 82UL, has been developed for use by some low-performance planes. The combination of these two fuels can be utilized by nearly seventy percent of all piston-driven aircraft. Additionally, the FAA allows a select number of planes to run on an ethanol based aviation fuel (AGE85); the remaining thirty percent of general aviation planes can potentially use this unleaded gasoline.

A. A LARGE PORTION OF GENERAL AVIATION AIRCRAFT CAN CURRENTLY USE UNLEADED AUTOMOBILE GASOLINE SAFELY ONCE ISSUED A SUPPLEMENTAL TYPE CERTIFICATE BY THE FAA.

Seventy percent of general aviation aircraft are capable of running on mogas upon being issued a supplemental type certificate (STC).⁴²

To ensure the production of safe aircraft, the FAA puts all planes through a certification process. Once the FAA determines that an aircraft meets the prescribed safety standards, it shows its approval by issuing a "type certificate." 49 U.S.C.S. § 44704(a)(1). For alterations to an airplane or its engine, each applicant must show that the changes comply with the aforementioned safety standards. 14 C.F.R. § 21.115 (2006). When the FAA confirms compliance, they issue a "supplemental type certificate." 49 U.S.C.S. § 44704(b)(1). Since changes in fuel usage involve the plane's engine, approval to begin using automotive gasoline (mogas) rather than aviation gasoline (avgas) requires the applicant to obtain an STC. Indeed, the FAA has issued STCs for airplanes and engines using mogas since 1982,⁴³ including over 40,000 through the Experimental Aircraft Association (EAA).⁴⁴

As long as pilots use mogas in accordance with their STC, safety is no more an issue than with avgas. The FAA first issued a STC approving the use of mogas twenty-four years ago.

⁴⁰ National Emissions Inventory for Lead, U.S. EPA (2002).

⁴¹ EPA Comments at p.42.

⁴² Michael A. Dornheim, *100LL Demise Expected Over Next Decade*, Aviation Week & Space Technology, July 23, 2001, at 51.

⁴³ *Id.*

⁴⁴ Experimental Aircraft Association, <http://www.eaa.org/education/fuel/index.html> (last visited March 13, 2006).

Since then, the FAA has determined that aircraft using mogas are as safe as those running on avgas:

Autogas⁴⁵ use has been extensively compared, tested, and analyzed. Autogas has been shown to be an acceptable alternative to avgas for airplanes and engines approved for such use. Airplanes and engines approved for autogas have met the FAA certification requirements for engine detonation, engine cooling, fuel flow, hot fuel testing, fuel system compatibility, vapor lock, and performance...In summary, there are numerous studies and technical reports available comparing autogas to avgas for use in certified airplanes and engines. The service history for airplanes and engines using autogas has been good and is comparable to avgas.⁴⁶

A plane's mogas STC specifies which grade of mogas it can use. Many of these STCs allow the use of regular grade unleaded mogas in place of Grade 80/87 avgas.⁴⁷ However, some allow premium grade mogas, usually for planes that would otherwise run on 91/96 or 100LL avgas.⁴⁸ Given these specifications, the FAA,⁴⁹ Experimental Aircraft Association,⁵⁰ and other aviation commentators⁵¹ emphasize that pilots should strictly adhere to the terms of their STCs. Nonetheless, since STCs allow the use of a variety of grades of mogas to replace multiple grades of avgas, the number of general aviation aircraft able to run on mogas is greatly increased.

In 2000, the FAA Small Airplane and Engine and Propeller Directorate approved the use of another unleaded fuel, 82Unleaded (82UL) gasoline, as an alternative to mogas.⁵² 82UL is a variation of mogas designed specifically for piston-driven aircraft, produced from the same fuel stocks but with fewer of the additives found in automobile gasoline.⁵³ Planes can use it with STCs that approve the use of mogas with an octane rating of 82 or less. While 82UL is not yet commercially available, it has already completed the FAA's rigorous approval process. Given its certification, 82UL could be phased into production if needed.

From a cost standpoint, increased utilization of mogas would lead to significant savings for general aviation pilots. Nationally, 100LL avgas averages \$3.72 per gallon with the price exceeding six dollars in several areas.⁵⁴ By comparison, mogas pumped at airports averages just \$2.77 per gallon with a high of four dollars in only one region.⁵⁵ Gasoline pumped from the neighborhood station costs even less: the national average is \$2.36 per gallon with the price

⁴⁵ In aviation circles, "Autogas" and "Mogas" are used interchangeably.

⁴⁶ Letter from Michael Gallagher, Manager of the FAA Small Airplane Directorate, to Earl Lawrence, Executive Director of the Experimental Aviation Association (June 4, 1998), *available at* <http://www.eaa.org/education/fuel/letter.pdf>

⁴⁷ FAA Revised Special Airworthiness Information Bulletin, April 5, 2000, *available at* <http://www.faa.gov/aircraft/safety/alerts/saib/media/CE-00-19R1.htm> (last visited March 15, 2006).

⁴⁸ *Id.*

⁴⁹ *Supra* note 46.

⁵⁰ *Supra* note 44.

⁵¹ John Ruley, *Avgas vs. Autogas*, May 5, 2004, <http://www.avweb.com/news/maint/187232-1.html>.

⁵² *Supra* note 47.

⁵³ *Id.*

⁵⁴ AirNav, <http://www.airnav.com/fuel/report.html> (last visited March 13, 2006).

⁵⁵ *Id.*

falling between \$2.05 and \$2.93.⁵⁶ Based on the average prices, a pilot would save ninety-five dollars for every one hundred gallons of fuel bought at the airport; the savings increases to \$141.00 when purchased at a gas station.

Increasing the use of mogas in aircraft would prove highly beneficial to the public generally and to general aviation pilots specifically. If all seventy percent of those planes able to use mogas did so, it would result in a thirty percent reduction of overall avgas use.⁵⁷ Such a decrease would result in the removal of more than thirty-seven tons of lead emissions from the air and a significant overall diminution of lead exposure to the American people.⁵⁸ Similarly, less avgas use would reduce the more direct lead exposure experienced by residential communities adjacent to airports as well as pilots and airport personnel, in addition to reducing the cost of operating general aviation aircraft. With the FAA already deeming mogas use safe through its certification program, an exercise of the EPA's section 231 authority would prompt the FAA to expand a program already in existence. Increased issuance of mogas STCs would have a positive impact on the general aviation community and the public at large.

B. HIGH-PERFORMANCE AIRCRAFT WITH PROPER CERTIFICATION CAN SAFELY RUN ON ETHANOL BASED FUEL.

In April 1999, the FAA issued STCs for aircraft and engines to use Aviation Grade Ethanol 85 (AGE85).⁵⁹ AGE85 is an unleaded, "high-performance, high-octane fuel -- just what newer, high-performance, high-compression aircraft engines need [--]" designed specifically to replace 100LL fuel.⁶⁰

While high-performance aircraft comprise only thirty percent of general aviation planes, they consume nearly seventy percent of the total avgas due to the increased energy needs of their 200+ horsepower engines. Though AGE85 is not widely available at present, current and continued expansion of commercial ethanol production facilities⁶¹ could potentially cover the fuel needs of most high-performance engines, resulting in the removal of nearly eighty-eight tons

⁵⁶ GasWatch, <http://www.gaswatch.info/> (last visited March 13, 2006).

⁵⁷ *Supra* note 42. Generally speaking, approximately 70% of general aviation aircraft are considered "low-performance." According to 14 C.F.R. § 61.31(f) (2006), planes with engines of greater than 200 Horsepower are classified as "high-performance" and require additional pilot training. Only 30% of general aviation aircraft are high-performance; however they use nearly 70% of consumed avgas.

⁵⁸ 2002 National Emissions Inventory for Lead, U.S. EPA (General Aviation emitted 125.5 tons of lead in 2002).

⁵⁹ STCs are available for the Cessna 180 and 182s as well as the O-470 and UTS engines. Additionally, dual-fuel STCs are available for the same aircraft and engines. STCs for the Lycoming IO-360 and Pratt and Whitney R-1340 are in progress. See <http://www.age85.org/STCs.htm> (last visited March 15, 2006).

⁶⁰ At Last, A Low-Cost Aviation Gasoline That Gets The Lead Out, Science Daily, July 20, 1999, available at <http://www.sciencedaily.com/releases/1999/07/990720083151.htm> (last visited March 15, 2006).

⁶¹ At the end of 2005, construction of new refineries and ongoing expansions were expected to add as much as 1.5 billion gallons of annual ethanol production capacity in the United States. Since 2001, U.S. ethanol production has increased by 126%. Renewable Fuels Association, *From Niche to Nation: Ethanol Industry Outlook 2006*, at 2, available at http://www.ethanolrfa.org/objects/pdf/outlook/outlook_2006.pdf (last checked April 5, 2006). Also, Richard Branson, owner of Virgin Atlantic, recently announced plans to invest \$400 million in ethanol fuel factories for use in his planes and trains; \$30- \$40 million of the initial investment will be made in the United States as soon as this year. Jason Niss, *Branson to put \$400 million into making 'green' fuel*, London Independent, April 2, 2006, News at 1.

of lead emissions. Additionally, since dual-fuel STCs are also available,⁶² blends of AGE85 with 100LL, while not as substantial as exclusive AGE85 use, could still result in significant lead emission decreases. As 100LL availability decreases and AGE85 availability increases, blending of the two offers a viable solution for a transition from one fuel to the other.

As with mogas, AGE85 offers significant cost-benefits to general aviation pilots. Nationally, 100LL avgas averages \$3.72 per gallon.⁶³ When the FAA first approved AGE85 in 2000, pure ethanol cost \$0.95 per gallon and AGE85 was expected to sell for \$1.10 per gallon; a 16% increase over the initial price.⁶⁴ Today, ethanol averages \$2.39 per gallon in the Midwest⁶⁵ and \$2.45 nationally.⁶⁶ Calculating the price as a 16% increase over the averages, AGE85 would cost from \$2.77 to \$2.84. That amounts to a cost-savings of \$88 to \$95 for every one-hundred gallons of fuel.

Recently, a Brazilian aircraft company, Embraer, developed and received type certification (from the Brazilian equivalent of the FAA) for the ethanol fueled Ipanema cropduster. This plane is the first “series production aircraft in the world coming out of the factory certified for flying with ethanol.”⁶⁷ In addition to running exclusively on ethanol fuel, the new engine provides a five percent boost in power, improving takeoff, climbing rate, speed, and maximum altitude.⁶⁸ The reception of the Ipanema has been overwhelmingly positive: Scientific American named it one of the top-50 worldwide inventions of 2005.⁶⁹

While the Ipanema is not yet approved for use in the United States, it is important to note that the plane’s engine is an altered version of the American made Lycoming motor,⁷⁰ suggesting that it would be either relatively easy to develop an American version or quickly adopt the Brazilian one for use in the United States. Furthermore, the French company Aero-Alcohol has developed a kit to convert non-ethanol Ipanema planes for ethanol use. This development has attracted the attention of the American Society for Testing and Materials (ASTM) which hopes to consolidate international ethanol standards using the Ipanema’s specifications as a starting point.⁷¹

AGE85 has already received approval for use by the FAA as a safe and viable fuel even though it is not yet available nationwide. With aviation-related ethanol fuel research on the rise at the FAA Hughes Technical Center, in Brazil, and elsewhere, and with American ethanol

⁶² *Supra* note 59.

⁶³ *Supra* note 54.

⁶⁴ Perspectives: A newsletter covering the research, demonstration and education projects of the Iowa Energy Center, January/February 2000, available at <http://www.energy.iastate.edu/news/newsletters/perspectives/JanFeb2000.pdf> (last visited March 31, 2006).

⁶⁵ State average fuel ethanol rack prices, available at <http://ethanolmarket.com/fuelethanol.html> (last visited March 31, 2006).

⁶⁶ Fuel ethanol terminal market price history – 18 months, available at http://www.energy.ca.gov/gasoline/graphs/ethanol_18-month.html (last visited March 31, 2006).

⁶⁷ http://www.greencarcongress.com/2004/10/embraersquos_e.html (last visited March 15, 2006).

⁶⁸ *Id.*

⁶⁹ James E. Hardwick, *The Ethanol-Fueled, Brazilian-Built Ipanema Agricultural Aircraft*, Business & Commercial Aviation, February 1, 2006.

⁷⁰ E-mail from a Brazilian Diplomat (March 14, 2006) (on file with author).

⁷¹ *Id.*

production increasing and President Bush's 2006 State of the Union address encouraging the industry's growth, use of AGE85 should increase in the near future. This will provide unleaded aviation fuel for high-performance aircraft of a similar quality to avgas.

Finally, European development of a diesel-cycle jet fuel general aviation engine offers yet another possible solution: jet fuel is unleaded and readily available at airports in Europe.⁷²

CONCLUSION

As described above, nearly seventy percent of general aviation aircraft can safely use either standard unleaded automobile gas or 82UL gas. Switching to these alternatives would reduce lead emissions from general aviation aircraft by almost 38 tons. Likewise, the ethanol-based AGE85, which has received FAA approval, has the potential to be used by the remaining thirty percent of planes, eliminating an additional 87.85 tons of lead emissions.

These are just some of the current alternatives to leaded avgas. As energy independence becomes a more prevalent societal and economic issue, alternative fuel research is increasing and bound to produce even more choices. In such a dynamic environment, the EPA has the opportunity to adopt rules forcing this technology -- authority the EPA agrees it has under section 231.⁷³ Indeed, since mogas, 82UL, and AGE85, are already in existence and have the approval of the FAA, the EPA does not even need to force technology development: it only needs to encourage its present utilization.

WHEREFORE, petitioners request that the Administrator:

- (1) Make a finding that lead emissions from general aviation aircraft endanger public health and welfare and issue a proposed emissions standard for lead from general aviation aircraft under § 231 (a) (2) (A) of the Clean Air Act; or, in the alternative,
- (2) Commence a study and investigation of the health and environmental impacts of lead emissions from general aviation aircraft, including impacts to humans, animals and ecosystems, under § 231 (a) (2) of the Clean Air Act, and issue a public report on the findings of the study and investigation.

As required by law, the EPA is required to give this petition prompt consideration. Additionally, under the Administrative Procedure Act, agency action includes a failure to act. Therefore, petitioners request a substantive response to this petition within 180 calendar days.⁷⁴

⁷² Michael A. Taverna, *SMA Diesel Revs Up*, Aviation Week & Space Technology, May 24, 2004, at 68.

⁷³ *Supra* note 3 at 4 (EPA conclusion that section 231 does not preclude a technology forcing standard).

⁷⁴ 42 U.S.C. § 7604(a) (requiring notice of 180 days prior to commencing an action for unreasonable delay).

Respectfully submitted,

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Environmental Law and Justice Clinic
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STUDENT CLINICIANS FOR PETITIONER
FRIENDS OF THE EARTH

Exhibit 2

**BEFORE THE ADMINISTRATOR OF THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

PETITION FOR RECONSIDERATION

**FRIENDS OF THE EARTH
Petitioner
1100 15th St. NW, 11th Floor
Washington, DC 20005**

**PHYSICIANS FOR SOCIAL RESPONSIBILITY
Petitioner
1111 14th Street, NW, Suite 700
Washington, DC 20005**

**OREGON AVIATION WATCH
Petitioner
PO Box 838
Banks, OR 97106**

**PETITION FOR RECONSIDERATION OF EPA'S DENIAL OF FRIENDS OF THE
EARTH'S OCTOBER 3, 2006 PETITION FOR RULEMAKING SEEKING THE
REGULATION OF LEAD EMISSIONS FROM GENERAL AVIATION AIRCRAFT
UNDER § 231 OF THE CLEAN AIR ACT AND PETITION FOR RULEMAKING
SEEKING THE REGULATION OF LEAD EMISSIONS FROM GENERAL AVIATION
AIRCRAFT UNDER § 231 OF THE CLEAN AIR**

April 21, 2014

INTRODUCTION AND SUMMARY OF PETITION

On October 3, 2006, Friends of the Earth ("FoE") submitted a Petition for Rulemaking (the "Petition") with the Administrator of the U.S. Environmental Protection Agency ("EPA"). In the Petition, FoE asked EPA to find that lead emissions from aviation aircraft using leaded aviation gasoline ("avgas") contribute to lead air pollution that may endanger public health or welfare. On July 18, 2012, nearly six years after the Petition was filed, EPA denied FoE's

request for an endangerment finding.¹ This Petition seeks reconsideration of that denial and affirmatively requests that EPA make an endangerment finding.

The basis of this Petition is simple and straightforward. The only showing required for a finding of endangerment is that lead emissions from aircraft engines fueled by leaded aviation gasoline cause, or contribute to, air pollution which may reasonably be anticipated to endanger public health or welfare. In this case, both prongs of that test have been met. By categorizing lead as a criteria pollutant and promulgating National Ambient Air Quality Standards (“NAAQS”) for lead, EPA has already determined conclusively that lead is a pollutant that may reasonably be anticipated to endanger public health or welfare. EPA also has determined that lead emissions from aircraft engines fueled by leaded aviation gasoline constitute the largest single contributing source to overall airborne lead pollution. In so doing, EPA has established that emissions from aircraft using leaded aviation gasoline cause, or contribute to, air pollution which may reasonably be anticipated to endanger public health or welfare. There is no need for further study. EPA has all of the evidence it needs to make an endangerment finding.²

PETITION

Pursuant to the Right to Petition Government Clause contained in the First Amendment of the United States Constitution, the Administrative Procedure Act, and the Clean Air Act (“CAA”), petitioners file this Petition for Reconsideration with the Administrator and respectfully request the following:

- (1) That the Administrator reconsider the denial of FoE’s October 3, 2006 Petition;
- (2) That the Administrator find that lead emissions from general aviation aircraft cause or contribute to air pollution which may reasonably be anticipated to endanger public health or welfare; and
- (3) That after the Administrator makes an endangerment finding, the Administrator commence the rulemaking process and issue proposed emission standards for lead from general aviation aircraft under §231(a)(2)(A) of the CAA.

PETITIONERS

Friends of the Earth

Petitioner FoE is a tax-exempt environmental advocacy organization founded in 1969 and incorporated in the District of Columbia, with offices in Washington, DC and Berkeley,

¹ Memorandum from EPA Administrator in Response to Petition Regarding Lead Emissions from General Aviation Aircraft Piston-Engines (Jul. 18, 2012), *available at* <http://www.epa.gov/otaq/regs/nonroad/aviation/ltr-response-av-ld-petition.pdf> [hereinafter “EPA’s Response”].

² As discussed below, after EPA finds endangerment, it should take immediate steps to start phasing out the use of leaded aviation gasoline.

California. As of April 2014, FoE had more than 23,600 members across all 50 states in the United States and more than 235,000 activists. FoE is part of Friends of the Earth International, a federation of grassroots groups working in 74 countries on today's most urgent environmental and social issues.

FoE's mission is to defend the environment and champion a healthy and just world. To this end, one of FoE's key programs is the promotion of policies and actions that prevent air pollution and that minimize the negative impacts of pollution on human health. FoE relies on sound science and uses the law to create and advocate for innovative strategies to conserve natural resources and protect public health and the environment. A core element of FoE's mission is work to reduce air and water pollution throughout the United States. To these ends, FoE actively engages in rulemaking efforts before EPA and other regulatory agencies relating to the regulation of industrial sources of air and water pollution and in litigation to support these efforts.

Physicians for Social Responsibility

Physicians for Social Responsibility ("PSR") is the largest physician-led nonprofit organization in the U.S. working to slow, stop and reverse global warming and toxic degradation of the environment. Founded in 1961, PSR has a national network of 50,000 health professionals and concerned citizen members and e-activists, twenty-five PSR chapters in nineteen states, and roughly thirty student PSR chapters at medical and public health schools. In 1992, recognizing that new dangers threaten our communities, PSR expanded its mission to include environmental health. Since then, PSR has brought the medical and public health perspective to protect today's and future generations from the health effects of global warming and toxic degradation of the environment. PSR strives to educate and activate the medical and broader health community, and the public, through research, analysis, collaboration, and targeted communications. PSR advocates for government and societal change at the local, state, and national level. PSR has been active in identifying and combating the effects of lead exposure, particularly the effects on children, through its research, advocacy, and educational activities. PSR played a key role in the passage of the National Housing Bill of 1992, which significantly reduced the amount of lead in drinking water in the United States. More recently PSR's Los Angeles chapter co-sponsored The Childhood Lead Poisoning Prevention Act of 2007, which sought to increase the number of children tested for lead poisoning by utilizing the state's immunization program.

Oregon Aviation Watch

Oregon Aviation Watch ("OAW") is a non-profit organization dedicated to research, education and advocacy on behalf of the public interest and public welfare regarding aviation issues. OAW seeks to enhance and protect the quality of life for Oregon residents by eliminating the adverse impacts of aviation activity, as well as achieve a transparent, accountable, and sustainable aviation system that neither disregards nor diminishes the environment, livability, health, or well-being of current and future generations of Oregon residents. OAW provides information on aviation policy in Oregon and nationally, and shares its experiences dealing with these issues. OAW strives to reduce the sense of isolation and powerlessness people sometimes feel when confronted with the bureaucratic runaround and lack of democratic principles so often

encountered when dealing with aviation issues. To further these goals OAW has gathered and written numerous articles on the subject of lead pollution from piston craft airplanes, and has filed requests and motions with local airports to install monitoring equipment to further show the effects and dangers of leaded avgas. OAW also provides regular email updates to a broad base of local supporters, elected officials and environmental organizations to keep the public apprised of current aviation issues. OAW is active at the local level in ensuring decision-makers take into account the health and well-being of communities who live near airports throughout Oregon.

PETITION HISTORY

Over ten years ago, FoE brought the issue of lead emissions from general aviation aircraft to the attention of EPA in a letter requesting that the Agency make an endangerment finding regarding such emissions.³ Two years later EPA responded, stating that there was insufficient evidence for EPA to make a determination that aircraft lead emissions could be reasonably anticipated to endanger public health or welfare.⁴

On October 3, 2006, FoE submitted a Petition for Rulemaking with EPA (the “2006 Petition”). In the 2006 Petition, FoE again asked EPA to find that lead emissions from general aviation aircraft endanger public health or welfare. FoE also requested that EPA issue a proposed emissions standard for lead from general aviation aircraft. On November 16, 2007, EPA requested public comment on the 2006 Petition.⁵ FoE submitted comments to EPA on March 18, 2008.

On April 28, 2010, EPA issued an Advanced Notice of Proposed Rulemaking (“ANPR”).⁶ In the ANPR, EPA acknowledged the serious health effects associated with exposure to lead at much lower levels than previously identified.⁷ The ANPR also confirmed that aircraft fueled by leaded aviation gasoline constitute “the largest single source category for emissions of lead to air, comprising approximately half of the national inventory.”⁸ The ANPR further noted that communities living near airports, children attending schools near airports, and airline pilots are all at risk of exposure to lead from these aircraft.⁹ Nevertheless, the ANPR sought further public input regarding the 2006 Petition.¹⁰

³ Letter from Golden Gate Univ. to EPA Administrator (Dec. 12, 2003), *available at* <http://www.regulations.gov/#!documentDetail;D=EPA-HQ-OAR-2002-0030-0106> (In 2003, FoE was known as the Bluewater Network).

⁴ EPA, Emissions Standards and Test Procedures for Aircraft and Aircraft Engines: Summary and Analysis of Comments 40-43 (Nov. 2005).

⁵ Petition Requesting Rulemaking to Limit Lead Emissions from General Aviation Aircraft; Request for Comments, 72 Fed. Reg. 64,570 (proposed Nov. 16, 2007).

⁶ Advance Notice of Proposed Rulemaking on Lead Emissions From Piston-Engine Aircraft Using Leaded Aviation Gasoline, 75 Fed. Reg. 22,439 (proposed Apr. 28, 2010) [hereinafter “ANPR”].

⁷ *See id.* The ANPR also admitted that EPA’s review of lead air quality standards in 2008 did not identify a safe level of lead emissions.

⁸ *Id.* at 22,442.

⁹ *Id.* at 22,459-463.

¹⁰ *Id.* at 22,441.

On July 18, 2012, nearly six years after the 2006 Petition was filed, EPA issued its Memorandum in Response to Petition Regarding Lead Emissions from General Aviation Aircraft Piston-Engines denying FoE's request for an endangerment finding.¹¹ EPA suggested that more data regarding demographics and air lead levels at and around airports would allow EPA to make a judgment on whether lead emissions from aircraft fueled by leaded aviation gasoline are a danger to public health.¹² EPA also suggested that additional studies were necessary "since previous airport modeling studies had not focused on identifying near-field gradients in lead concentrations from piston-engine aircraft, or attempted to differentiate aircraft lead emissions from other sources of ambient air lead (e.g., roadways)."¹³ EPA estimated that it would take up to three years in order to make a judgment on whether lead emission from general aviation aircraft piston engines cause or contribute to air pollution which may reasonably be anticipated to endanger public health or welfare.¹⁴

FACTUAL BACKGROUND

1. EPA's Recognition of the Health Impacts of Airborne Lead.

More than forty years ago, in 1973, EPA concluded that airborne lead was a danger to public health including "a significant risk of harm to the health of urban population groups, especially in children" and required a phase out of lead used in motor vehicle gasoline.¹⁵ Three years later, in 1976, EPA listed lead as a pollutant that "cause[s] or contribute[s] to air pollution which may reasonably be anticipated to endanger public health or welfare" and is emitted "from numerous or diverse mobile or stationary sources."¹⁶

In 1978, EPA stated that "it remains the Agency's belief that airborne lead directly and indirectly contributes to the risk of adverse health consequences and that sufficient clinical and epidemiological evidence is available to form a judgment as to the extent of this contribution."¹⁷ EPA further found that an increase in airborne lead produces increases in blood lead levels that cause human health risks such as "permanent, severe, neurological damage or death."¹⁸

A few years later, in 1982, EPA restated that increased use of lead in gasoline should be avoided out of "concern over the impact of total environmental loadings of lead, including exposures that may result from contaminated soil, dust, water," and foodstuffs.¹⁹ Then, in 1986, EPA revised its "Air Quality Criteria" for lead, recognizing that lead is more dangerous than

¹¹ See EPA's Response.

¹² *Id.* at 5.

¹³ *Id.* at 8.

¹⁴ *Id.* at 15.

¹⁵ ANPR at 22,446.

¹⁶ Addition of Lead to List of Air Pollutants, 41 Fed. Reg. 14,921, 14,921 (Apr. 8, 1976); 42 U.S.C. § 7408(a)(1)(A), (a)(1)(B).

¹⁷ National Primary and Secondary Ambient Air Quality Standards for Lead, 43 Fed. Reg. 46,246, 46,250 (Oct. 5, 1978).

¹⁸ See *id.* at 46,247.

¹⁹ Regulation of Fuels and Fuel Additives, 47 Fed. Reg. 38,070, 38,076 (Aug. 27, 1982).

EPA had previously found.²⁰ EPA concluded that reducing lead air pollution would “result in significant widespread reductions in levels of lead in human blood.”²¹ EPA also again recognized that children have a greater risk for experiencing lead induced health effects.²²

In 2001, EPA admitted that “there is no known threshold for lead.”²³ Then, in 2008, EPA again tightened air quality standards for lead due to increased evidence that demonstrates adverse health effects occurring at lower lead levels than previously thought.²⁴ EPA further recognized that airborne lead emissions can continue to harm human health for years: “[o]nce deposited out of the air, [lead] can subsequently be resuspended into the ambient air and, because of the persistence of [lead], [lead] emissions contribute to media concentrations for some years into the future.”²⁵ In 2010 and 2011, EPA designated many areas of the country as not meeting the air quality standards it set for airborne lead concentrations.²⁶

EPA continued to find a wide array of serious negative health effects – due to lead exposure – at lower and lower levels in adults and especially in children.²⁷ EPA acknowledged that “the neurotoxic effects of Pb are not generally reversible.”²⁸ As EPA also noted, more than 6,000 studies on lead’s health effects have come out since 1990 showing that “[e]xposures to low levels of lead early in life have been linked to effects on IQ, learning, memory, and behavior.”²⁹ EPA has also continued to acknowledge that the health effects from airborne lead exposure are known to occur at much lower levels than experts originally believed.³⁰ In particular, EPA has explicitly stated that, “the epidemiologic and toxicological study findings show that progressively lower blood [lead] levels or [lead] exposures are associated with cognitive deficits in children.”³¹

²⁰ See EPA, Air Quality Criteria for Lead 1-159 (June 1986), available at <http://www.regulations.gov/#!documentDetail;D=EPA-HQ-OAR-2007-0294-0178>.

²¹ *Id.*

²² *Id.*; see also National Ambient Air Quality Standards for Lead, 73 Fed. Reg. 66,964, 66,968 (Nov. 12, 2008) (characterizing lead poisoning as the “number one environmental threat to the health of children in the United States”).

²³ Lead: Identification of Dangerous Lead Levels, 66 Fed. Reg. 1206, 1215 (Jan. 5, 2001); see also National Ambient Air Quality Standards for Lead, 73 Fed. Reg. 66,964 at 66,968 (acknowledging that “there is now no recognized safe level of [lead] in children’s blood”).

²⁴ National Ambient Air Quality Standards for Lead, 73 Fed. Reg. 66,964.

²⁵ *Id.* at 66,971.

²⁶ See Air Quality Designations for the 2008 Lead (Pb) National Ambient Air Quality Standards, 75 Fed. Reg. 71,033 (Nov. 22, 2010) (codified at 40 C.F.R. Part 81); see also Air Quality Designations for 2008 Lead (Pb) National Ambient Air Quality Standards, 76 Fed. Reg. 72,097 (Nov. 22, 2011) (codified at 40 C.F.R. Part 81) (identifying additional areas that fail to meet national ambient air quality standards for lead).

²⁷ 73 Fed. Reg. at 66,975-76.

²⁸ EPA, Integrated Science Assessment for Lead 1-76 (June 2013).

²⁹ See EPA’s Response at 11.

³⁰ See EPA, Integrated Science Assessment for Lead lxxi-lxxiv

³¹ *Id.* at 1-73.

2. EPA's Longstanding Knowledge of Lead Emissions from Aircraft

The 1970 Clean Air Act required EPA to conduct a study about the impact that pollutants from aircraft emissions have on air quality.³² In April 1972, EPA issued the study and recognized that general aviation aircraft emitted lead.³³ Modeling in the study indicated that lead pollutant concentrations would increase due to the use of leaded aviation gasoline.³⁴ In that report, EPA acknowledged that a switch to “low-lead or lead-free fuel” was required to address airborne lead emissions.³⁵

In 2002, in the National Emissions Inventory (“NEI”), EPA found that lead emissions from avgas were the largest source category.³⁶

In June 2002, EPA released an Action Plan to address the dangers to human health from exposure to alkyl-lead compounds including leaded avgas.³⁷ In the plan, EPA stated that “[r]esearch has clearly shown that exposure to alkyl-lead can cause serious toxic effects to the nervous system of humans, with the potential to cause neurological disorders.”³⁸ EPA further explained that exposure to alkyl-lead “may still pose a threat to certain populations.”³⁹ To address this threat, EPA says that it will continue to dialogue with the FAA on the use of leaded avgas “and the possibilities of reducing the lead content and/or replacing leaded gasoline with unleaded gasoline.”⁴⁰

In 2006 and 2007, EPA studied lead emissions from the Santa Monica Airport in California.⁴¹ EPA reported that “ambient lead increased with increasing proximity to the airport.”⁴² The data from this study “suggest that piston-engine activity can increase ambient lead concentrations in downwind neighborhood sites, resulting in levels that are four to five times higher than background levels and maximum impact site concentrations that are up to 25 times higher than background lead levels.”⁴³

³² 42 U.S.C. §7571.

³³ EPA, Aircraft Emissions: Impact on Air Quality and Feasibility of Control 8 (Apr. 1972).

³⁴ *Id.* at 8, 32 (EPA modeling projecting that lead emissions from aircraft were expected to increase at five of the six airports within the study).

³⁵ *Id.* at 48 (Table 19 recommending engine modifications to control emissions).

³⁶ Petition Requesting Rulemaking to Limit Lead Emissions from General Aviation Aircraft; Request for Comments, 72 Fed. Reg. at 64,571.

³⁷ EPA, Persistent Bioaccumulative and Toxic Pollutants Program National Action Plan For Alkyl-lead 2 (June 2002), available at http://www.epa.gov/pbt/pubs/Alkyl_lead_action_plan_final.pdf (Alkyl-leads are man-made compounds commonly used as fuel additives “to reduce ‘knock’ in combustion engines” and “to help lubricate internal engine components”).

³⁸ *Id.*

³⁹ *Id.* at 3.

⁴⁰ *Id.* at 4.

⁴¹ ANPR at 22,458.

⁴² *Id.*

⁴³ *Id.*

In the 2010 ANPR, EPA estimated that lead from general aviation aircraft engines is released at approximately 20,000 airports throughout the country.⁴⁴ EPA also estimated that there were 16 million people⁴⁵ and three million children residing and attending school in close proximity to airports that service general aviation aircraft operating on leaded avgas.⁴⁶ EPA further acknowledged that lead from aircraft was “the largest single source category for emissions of lead to air” and comprises “approximately half of the national inventory [of lead emissions].”⁴⁷ EPA then recognized that lead monitoring studies conducted near airports described in the ANPR “indicate that lead levels in ambient air on and near airports servicing piston-engine aircraft are higher than lead levels in areas not directly influenced by a lead source.”⁴⁸

In June 2013, EPA released some data from its air quality monitoring studies from airports around the country.⁴⁹ The data from two airports in California revealed exceedances of the NAAQS for lead.⁵⁰ The McClellan-Palomar Airport in San Diego⁵¹ and the San Carlos Airport in San Carlos both exceeded the maximum three-month average standard for lead.⁵²

Also in June 2013, EPA’s Integrated Science Assessment again recognized that “[d]irect emissions of Pb into the atmosphere primarily come from piston-engine aircraft. . . .”⁵³ EPA further admitted that higher emitting airports are likely to be closer to highly populated areas:

Pb emissions from piston-engine aircraft operating on leaded fuel are estimated to occur at approximately 20,000 airports across the U.S. Many of the more active airports are more numerous in highly populated metropolitan regions, which suggests that emissions from piston-engine aircraft may be higher in these locations compared with rural areas.⁵⁴

⁴⁴ *Id.* at 22,442.

⁴⁵ *Id.* at 22,460,

⁴⁶ *Id.* at 22,461.

⁴⁷ *Id.* at 22,442.

⁴⁸ *Id.*

⁴⁹ EPA, Program Update: Airport Lead Monitoring (June 2013), *available at* <http://www.epa.gov/otaq/regs/nonroad/aviation/420f13032.pdf>.

⁵⁰ *Id.* at 2.

⁵¹ EPA, Monitoring The Air for Lead Near the McClellan-Palomar Airport and Gillespie Field 2 (June 2013), *available at* <http://www.epa.gov/region9/air/airport-lead/sandiego-lead-factsheet.pdf>.

⁵² EPA, Monitoring the Air for Lead Near the San Carlos Airport 1 (June 2013), *available at* <http://www.epa.gov/region9/air/airport-lead/sancarlos-lead-factsheet.pdf>.

⁵³ EPA, Integrated Science Assessment For Lead 2-4 (June 2013), *available at* <http://cfpub.epa.gov/ncea/isa/recordisplay.cfm?deid=255721#Download>.

⁵⁴ *Id.* at 2-5.

BASIS OF PETITION FOR RECONSIDERATION

This Petition for Reconsideration is based on the following:

1. EPA improperly applied the law governing endangerment findings, and ignored its own prior interpretation of that law, by conflating the two prongs of the test for finding endangerment;
2. EPA has long known that lead air pollution presents serious risks to human health and that lead emissions from general aviation aircraft contribute to overall lead air pollution; and
3. Scientific developments that have occurred since the Petition was filed and since EPA's Response further emphasize the need for urgent action by EPA. Studies show that children in particular suffer irreversible neurological and cognitive damage as a result of exposure even to very small amounts of airborne lead, damage that continues to be inflicted as EPA fails to act.

SECTION 231 OF THE CLEAN AIR ACT AND EPA'S INTERPRETATION OF THE TWO-PART TEST FOR ENDANGERMENT FINDINGS

Section 231(a)(2)(A) of the CAA requires that the EPA Administrator "shall, from time to time, issue proposed emission standards applicable to the emission of any air pollutant from any class or classes of aircraft engines which in [her] judgment causes, or contributes to, air pollution which may reasonably be anticipated to endanger public health or welfare."⁵⁵ The exercise of the Administrator's judgment—commonly referred to as an endangerment and cause or contribute finding or simply an endangerment finding—entails a two-part inquiry:⁵⁶

1. Whether the specific type air pollution at issue, when considered cumulatively, "may reasonably be anticipated to endanger public health or welfare;"⁵⁷ and, if so
2. Whether emissions of the pollutant from a class of aircraft engines cause or contribute to the cumulative air pollution.⁵⁸

When both prongs are met, the Agency must issue proposed emission standards for the source category in question.

⁵⁵ 42 U.S.C. § 7571(a)(2)(A).

⁵⁶ See Proposed Endangerment and Cause or Contribute Findings for Greenhouse Gases Under Section 202(a) of the Clean Air Act, 74 Fed. Reg. 18,886, 18,890 (Apr. 24, 2009).

⁵⁷ *Id.*

⁵⁸ See Endangerment and Cause or Contribute Findings for Greenhouse Gases Under Section 202(a) of the Clean Air Act, 74 Fed. Reg. 66,496, 66,506 (Dec. 15, 2009) [hereinafter "GHG Endangerment Finding"] (interpreting the parallel endangerment finding standard for motor vehicles, the EPA stated that "the Administrator is to consider the cumulative impact of sources of a pollutant in assessing the risks from air pollution, and is not to look only at the risks attributable to a single source or class of sources" and that the Administrator "need not find that emissions from any one sector or group of sources are the sole or even the major part of an air pollution problem").

EPA's Response states that the Agency intends to follow a general approach similar to that used to make an endangerment finding regarding greenhouse gas emissions from motor vehicles under CAA Section 202(a), which contains the same two-prong endangerment standard as Section 231.⁵⁹ In this case, however, the reasoning behind EPA's endangerment and cause or contribute findings for greenhouse gases, in particular the strong emphasis on the preventive or precautionary nature of the CAA and the predominate value of protecting public health,⁶⁰ argues for an immediate endangerment finding rather than for additional studies. Recognizing the two-part test of Section 202(a), former Administrator Jackson interpreted her obligations regarding endangerment findings as follows:

1. "[T]he Administrator is required to protect public health and welfare, but she is not asked to wait until harm has occurred."⁶¹
2. "[T]he Administrator is to exercise judgment by weighing risks, assessing potential harms, and making reasonable projections of future trends and possibilities."⁶²
3. "[T]he Administrator is to consider the cumulative impact of sources of a pollutant in assessing the risks from air pollution, and is not to look only at the risks attributable to a single source or class of sources."⁶³
4. "[T]he Administrator is to consider the risks to all parts of our population, including those who are at greater risk for reasons such as increased susceptibility to adverse health effects. If vulnerable subpopulations are especially at risk, the Administrator is entitled to take that point into account in deciding the question of endangerment."⁶⁴
5. The Administrator "need not find that emissions from any one sector or group of sources are the sole or even the major part of an air pollution problem. The use of the term 'contribute' clearly indicates a lower threshold than the sole or major cause. Moreover, the statutory language in CAA section 202(a) does not contain a modifier on its use of the term contribute. Unlike other CAA provisions, it does not require 'significant' contribution."⁶⁵

This articulation of the Administrator's responsibilities is consistent with the recent D.C. Circuit decision that held that EPA need not provide "rigorous step-by-step proof of cause and effect" to make an endangerment finding.⁶⁶ "Awaiting certainty will often allow for only

⁵⁹ EPA's Response at 5.

⁶⁰ GHG Endangerment Finding at 66,506–07.

⁶¹ *Id.* at 66,505.

⁶² *Id.*

⁶³ *Id.* at 66,506.

⁶⁴ *Id.*

⁶⁵ *Id.*

⁶⁶ *Coal. for Responsible Regulation v. EPA*, 684 F.3d 102, 121 (D.C. Cir. 2012) (quoting *Ethyl Corp. v. EPA*, 541 F.2d 1, 28 (D.C. Cir. 1976)).

reactive, not preventive, regulation.”⁶⁷ Rather, regulatory action may be taken before the threatened harm occurs; “indeed, the very existence of such precautionary legislation would seem to demand that regulatory action precede, and, optimally, prevent, the perceived threat.”⁶⁸

ARGUMENT

A. UNDER EPA’S OWN INTERPRETATION OF THE CAA, LEAD EMISSIONS FROM GENERAL AVIATION AIRCRAFT ENGINES CONTRIBUTE TO LEAD AIR POLLUTION WHICH MAY REASONABLY BE ANTICIPATED TO ENDANGER PUBLIC HEALTH OR WELFARE.

EPA has refused to find that lead emissions from general aviation aircraft engines “cause[], or contribute[] to, air pollution which may reasonably be anticipated to endanger public health or welfare.”⁶⁹ However, under the standards followed by the EPA in its endangerment finding for greenhouse gases, there is no reasonable basis for this refusal. EPA cannot deny that airborne lead is a pollutant which may reasonably be anticipated to endanger public health or welfare—EPA has determined that fact conclusively. Nor is there a basis for denying that lead emissions from general aviation aircraft contribute to overall airborne lead pollution—EPA has already established that the largest single source of such pollution is aircraft engines fueled by leaded gasoline. The purported justifications given by EPA for denying an endangerment finding are simply an exercise in avoidance of these two facts, which are the only two facts EPA need consider before finding endangerment. EPA’s contention that further study is required is simply incorrect.

1. Lead Air Pollution May Reasonably Be Anticipated to Endanger Public Health or Welfare.

Section 231 does not require a showing that lead emissions for avgas-fueled aircraft endanger public health, only that lead air pollution—on the whole—may be reasonably anticipated to endanger public health or welfare.⁷⁰ By focusing on whether exceedances of the NAAQS exist near general aviation airports that service planes fueled by leaded avgas, EPA improperly conflates the “reasonably anticipated to endanger” prong with the “causes or contributes to air pollution” prong.

EPA’s Response failed to address the two parts of the endangerment test separately. Rather, it treated the issue as if the pertinent question is whether leaded avgas, by itself, causes harm to public health or welfare. EPA’s own interpretation of the law, however, makes clear that the two prongs are separate inquiries. The first prong requires only a determination whether the specific type of air pollution at issue, when considered cumulatively, “may reasonably be anticipated to endanger public health or welfare.” EPA need only have a *reasonable anticipation*

⁶⁷ *Id.*

⁶⁸ *Ethyl Corp.*, 541 F.2d at 13.

⁶⁹ 42 U.S.C. § 7571(a)(2)(A).

⁷⁰ *Id.*; see also GHG Endangerment Finding at 66,506.

that the pollution in question will endanger public health or welfare in order to make an endangerment finding; it need not possess proof of actual harm.⁷¹ Undeniably, “[a] statute allowing for regulation in the face of danger is, necessarily, a precautionary statute. Regulatory action may be taken before the threatened harm occurs; indeed, the very existence of such precautionary legislation would seem to demand that regulatory action precede, and, optimally, prevent, the perceived threat.”⁷²

EPA has recognized that no safe threshold for lead exists, and that lower and lower levels of lead exposure are associated with adverse health effects. As part of its most recent review of the NAAQS for lead, EPA acknowledged that with each successive assessment to-date, “the epidemiologic and toxicological study findings show that progressively lower blood Pb levels or Pb exposures are associated with cognitive deficits.”⁷³ EPA has found a positive causal relationship between exposure to lead and negative effects to human health, including nervous system effects, cardiovascular effects, renal effects, immune system effects, reproductive and developmental effects, and effects on heme synthesis and red blood cell function, and considers a causal relationship between lead exposure and cancer likely.⁷⁴

In reality, this is not a case where reasonable anticipation is even in question. As detailed above, as well as in FoE’s notice letter and complaint, EPA has long possessed evidence of the severity of the effects of lead air pollution on human health.⁷⁵ Indeed, EPA already has determined conclusively that lead air pollution “may reasonably be anticipated to endanger public health or welfare.”⁷⁶ Having made the determination that airborne lead is a pollutant that may reasonably be anticipated to endanger public health or welfare, EPA cannot now argue to the contrary. Thus, the first prong of the endangerment test is met as a matter of law.

2. Lead Emissions from General Aviation Aircraft Engines Contribute to Overall Lead Air Pollution.

Under Section 231, the Administrator “need not find that emissions from any one sector or group of sources are the sole or even the major part of an air pollution problem” in order to find a contribution to air pollution.⁷⁷ “[T]he cause or contribute test is designed to authorize

⁷¹ 42 U.S.C. § 7571(a)(2)(A); *see also Ethyl Corp.*, 541 F.2d at 13–20.

⁷² *Ethyl Corp.*, 541 F.2d. at 13.

⁷³ EPA, Integrated Science Assessment for Lead 1-73

⁷⁴ *See id.* at lxxxii-lxxxviii.

⁷⁵ *See* ANPR at 22,449 (“Lead has been demonstrated to exert ‘a broad array of deleterious effects on multiple organ systems via widely diverse mechanisms of action’” and “has been classified as a probable human carcinogen.”); *see also Ethyl Corp.*, 541 F.2d at 19 (“Undoubtedly, the harm caused by lead poisoning is severe.”).

⁷⁶ As of November 2011, EPA had identified 21 different areas of the United States where the revised NAAQS for airborne lead emissions were not being achieved. *See* Air Quality Designations for the 2008 Lead (Pb) National Ambient Air Quality Standards, 75 Fed. Reg. 71,033 (Nov. 22, 2010) (codified at 40 C.F.R. 81) (identifying 16 non-attainment areas). The increase of such nonattainment areas provides further evidence that lead air pollution may reasonably be anticipated to endanger public health or welfare. Moreover, every county that failed to meet NAAQS for airborne lead contains or is in close proximity to an airport where planes are fueled by leaded aviation gasoline.

⁷⁷ *See* ANPR at 22,445; *see also* GHG Endangerment Finding at 66,506 (“The use of the term ‘contribute’ clearly indicates a lower threshold than the sole or major cause. Moreover, the statutory language in CAA section 202(a)

EPA to identify and then address what may well be many different sectors or groups of sources that are each part of...the problem,” and the contribution need not be deemed significant.⁷⁸ By way of contrast, other CAA provisions require “significant” contribution.⁷⁹ Indeed, EPA’s position that it must complete monitoring at general aviation airports to determine whether NAAQS for lead are being exceeded appears more aligned with Section 213—CAA provisions governing emissions from non-road engines and vehicles—which calls for a determination of whether emissions of certain pollutants are “significant contributors” to pollution concentrations in nonattainment areas.⁸⁰

As EPA readily admits, aircraft engines that burn leaded avgas constitute the largest single source category for airborne lead pollution in the nation.⁸¹ These aircraft are responsible for approximately fifty percent of the lead emissions in the U.S.⁸² For other pollution sources, EPA has found contribution for far smaller percentages.⁸³ For example, EPA’s 2005 rule regulating nitrogen oxide (“NOx”) emissions from aircraft was based on amounts that constituted only 0.7% of all NOx emissions in the country.⁸⁴ Similarly, EPA’s endangerment finding for greenhouse gases was based on source categories responsible for about four percent of total global greenhouse gas emissions and for just over twenty-three percent of total U.S. greenhouse gas emissions.⁸⁵

In defense of its refusal to make an endangerment finding and as justification for its proposal to conduct additional air modeling and monitoring, EPA claims a need to characterize the levels of lead in the ambient air at and around individual airports: “The levels of lead in the environment at and around airports is expected to vary significantly based on [a variety of factors]. In light of this, EPA faces a quite intensive investigation to understand the range of lead concentrations to which people are exposed from this source.”⁸⁶ EPA’s focus on whether emissions near airports cause lead NAAQS to be approached or exceeded is misplaced. Neither section 231 nor EPA’s prior interpretation of the “endangerment and cause or contribute standard” requires the Agency to find emissions from or near a particular airport approach or

does not contain a modifier on its use of the term contribute. Unlike other CAA provisions it does not require ‘significant’ contribution.”).

⁷⁸ GHG Endangerment Finding at 66,506.

⁷⁹ See, e.g., 45 U.S.C. § 7411(b); 45 U.S.C. §7547(a)(2), (4).

⁸⁰ See 42 U.S.C. § 7547(a)(2).

⁸¹ ANPR at 22,442.

⁸² *Id.*

⁸³ Compare, e.g., 74 Fed. Reg. at 18,892 (noting that EPA found contribution for a source which was only 1.2 percent of the total inventory).

⁸⁴ Control of Air Pollution From Aircraft and Aircraft Engines; Emissions Standards and Test Procedures, 70 Fed. Reg. 69,664 at 69,668, 69,670 (Nov. 17, 2005) (codified at 40 C.F.R. 87)(EPA nonetheless (and correctly) justified the regulation because reducing 0.7% of all NOx emissions would “also help reduce levels of nitrogen dioxide (NO₂), for which NAAQS have been established”).

⁸⁵ See GHG Endangerment Finding at 66,537.

⁸⁶ EPA’s Response at 5.

exceed the lead NAAQS in order for the EPA to make an endangerment finding.⁸⁷ Variation from airport to airport has no bearing on the basic fact that lead emissions from avgas contributes to airborne lead pollution. EPA's description of its investigation suggests an attempt to determine whether lead emissions specifically from avgas-fueled aircraft alone endanger human health, rather than whether they contribute to an overall pollution problem that the Agency already has determined may endanger health.

Moreover, as the "may reasonably be anticipated" language of section 231 affirms, the Clean Air Act is a precautionary statute under which proof of actual harm is not required. Congress directed that the regulatory action taken pursuant to an endangerment finding would be designed to "precede, and, optimally, prevent, the perceived threat."⁸⁸ EPA is not required to document "proof of actual harm" as a prerequisite to regulation; rather, EPA is supposed to act where there is "a significant risk of harm."⁸⁹ As the Court of Appeals for the District of Columbia emphasized:

Sometimes, of course, relatively certain proof of danger or harm from such modifications can be readily found. But, more commonly, "reasonable medical concerns" and theory long precede certainty. Yet the statutes and common sense demand regulatory action to prevent harm, even if the regulator is less than certain that harm is otherwise inevitable.⁹⁰

Simply put, further studies are not required and needlessly delay an endangerment finding that should be immediately issued.

3. Delaying an Endangerment Finding for Unnecessary Studies Is Causing Irreparable Harm to Children Now.

Children are a sub-population subject to disproportionate risks from airborne lead pollution. Airborne lead causes increased blood lead levels in children, which in turn causes cognitive impairment and IQ loss.⁹¹ EPA concluded in 2006 that the latest evidence indicates adverse health effects, most notably among children, are occurring at much lower levels than previously considered.⁹² EPA's current knowledge and the information available to it demand rapid action, not another round of studies. Federal policy requires EPA to prioritize the elimination of such hazards to children.⁹³ Rather than do so, EPA has chosen to conduct

⁸⁷ Nevertheless, EPA's testing results for the Santa Monica Airport in 2008 showed raised air lead levels 900 meters downwind of runways and documented the potential for three-month averages that exceed the lead NAAQS.

⁸⁸ *Ethyl Corp.*, 541 F.2d 1, 13.

⁸⁹ *Id.* at 12-13.

⁹⁰ *Id.* at 25; see also *Massachusetts v. EPA*, 549 U.S. 497, 506 n. 7 (2007) (citing *Ethyl Corp.*).

⁹¹ L.L. Brink, et al., *Do US Ambient Air Lead Levels Have a Significant Impact on Childhood Blood Levels: Results of a National Study*, J. Env'tl. & Pub. Health (Aug. 2013), available at <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3747402/>.

⁹² ANPR, at 22,441.

⁹³ Exec. Order No. 13,045, 62 Fed. Reg. 19,885 (Apr. 21, 1997); see also EPA, Guide to Considering Children's Health When Developing EPA Actions: Implementing Executive Order 13045 and EPA's Policy on Evaluating Health Risks to Children 5 (Oct. 2006) [hereinafter "Children's Health"], available at

unnecessary studies while children and infants continue to be harmed by the largest single source of airborne lead pollution.

Studies since EPA's 2006 ANPR continue to affirm the disproportionate impact of airborne lead on children. A recent 2013 study by the University of Pittsburgh determined that a significant relationship exists between ambient air lead and childhood blood lead levels in excess of 10 µg/dL.⁹⁴ That study determined that the proportion of children three years and younger with blood lead levels in excess of 10 µg/dL was 3.4 times higher in U.S. counties with the highest ambient lead levels than in those counties with low ambient air lead levels.⁹⁵ The study also stated that the percent change in the relative risk of total numbers of children with blood lead levels in excess of 10 µg/dL increases 36% for every 0.01 µg/m³ increase in air lead value as established by EPA's National Air Toxics Assessment.⁹⁶

Lead emissions from general aviation aircraft, in particular, have been associated with elevated blood lead levels in children, even in areas with lower levels of ambient air lead. A recent study by the Nicholas School of the Environment at Duke University ("the Miranda Study") examined the question of whether there is a relationship between aircraft lead emissions and the blood lead levels of children living in six counties in North Carolina.⁹⁷ The six counties contained a total of 66 general aviation airports with estimated lead emissions 2.634 tons per year collectively. None of the counties studied were in an area in which ambient air lead levels exceeded the NAAQS. None of the counties had an airport that required monitoring for lead under current EPA rules.

The Miranda Study determined that there is a significant association between potential exposure to lead emissions from avgas and blood levels in children.⁹⁸ The study concluded that children living within 1000 meters of an airport that served aircraft fueled by leaded aviation gasoline had elevated blood lead levels, with the largest impact evident on children living within 500 meters of such airports.⁹⁹

It is increasingly clear that even slight elevations in blood lead levels do damage to children in the form of cognitive impairment and reduced IQ levels.¹⁰⁰ There is no "safe" level

[http://yosemite.epa.gov/ochp/ochpweb.nsf/content/ADPguide.htm/\\$File/EPA_ADG_Guide_508.pdf](http://yosemite.epa.gov/ochp/ochpweb.nsf/content/ADPguide.htm/$File/EPA_ADG_Guide_508.pdf); see generally Devon Payne-Sturges & Debra Kemp, *Ten Years of Addressing Children's Health Through Regulatory Policy at the U.S. Environmental Protection Agency*, 116 *Env'tl. Health Perspectives* 1720 (Dec. 2008); see generally U.S. Gen. Accounting Office, *Environmental Health: EPA Has Made Substantial Progress but Could Improve Process for Considering Children's Health*, 58-60 (Aug. 2013), available at <http://www.gao.gov/assets/660/656922.pdf>.

⁹⁴ Brink, et al., *supra*, at 6

⁹⁵ *Id.* at 7.

⁹⁶ *Id.* (noting also that "NATA lead estimates are known to be an underestimation of air lead levels").

⁹⁷ Marie Lynn Miranda, et al., *A Geospatial Analysis of the Effects of Aviation Gasoline on Childhood Blood Lead Levels*, 119 *Env'tl. Health Perspectives*, 1513 (July 2011), available at <http://ehp.niehs.nih.gov/1003231/>.

⁹⁸ *Id.*

⁹⁹ See *id.*

¹⁰⁰ See, e.g., Joel T. Nigg, et al., *Confirmation and Extension of Association of Blood Lead with Attention-Deficit/Hyperactivity Disorder (ADHD) and ADHD Symptom Domains at Population-Typical Exposure Levels*, *The J. of Child Psychol. and Psychiatry*, Jan. 2010 (linking ADHD to increases in blood lead levels).

of blood lead, or exposure to lead, especially for children.¹⁰¹ The U.S. Center for Disease Control and Prevention (“CDC”) and its predecessor agencies for many years have used blood lead level as a metric for identifying children at risk of adverse health effects and for specifying particular public health recommendations. The definition of “low level” lead exposure has been revised progressively downward as tools and study designs for evaluating neurodevelopment have evolved. Hints of health effects and intellectual impairment in children with blood lead levels below 10 µg/dL had already emerged by 1991, when CDC established 10 µg/dL as a level of concern.¹⁰² A large body of recent research demonstrates negative health effects, including learning disabilities and behavioral disorders, associated with lead exposure levels well below the CDC action level.¹⁰³ Multiple studies suggest that early childhood blood lead levels as low as 2 µg/dL can have significant impacts on academic performance as measured by end-of-grade test scores.¹⁰⁴

In June 2012 CDC concluded that it should eliminate the use of the term “blood lead level of concern” altogether, based on compelling evidence that even low blood lead levels are associated with IQ deficits, attention-related behaviors, and poor academic achievement.¹⁰⁵ The CDC concluded that because it could not identify a blood lead level that did not cause deleterious effects, combined with the evidence that these effects appear to be irreversible, it is critically important to prevent lead exposure rather than responding after the exposure has taken place.¹⁰⁶

More recently, in 2013, EPA’s monitoring at airports revealed that two airports in California were not meeting air quality standards for lead.¹⁰⁷ Both of these airports are located in urban areas, and thus expose those urban populations, which include children, to unsafe levels of lead.

¹⁰¹ 73 Fed. Reg. at 66,972.

¹⁰² Steven G. Gilbert and Bernard Weiss, *A rationale for lowering the blood lead action level from 10 to 2 µg/dL*, *Neurotoxicology*, Sept. 2006, at 3, available at <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC2212280/>.

¹⁰³ Miranda, et al., *Geospatial Analysis supra*; see Marie Lynn Miranda et al., *Early Childhood Lead Exposure and Exceptionality Designations for Students*, *Int’l J. of Child Health and Hum. Dev.* (2010); Marie Lynn Miranda et al., *Environmental contributors to the achievement gap*, 30 *Neurotoxicology* 1019 (Nov. 2009); see also Marie Lynn Miranda, et al., *The Relationship between Early Childhood Blood Lead Levels and Performance on End-of-Grade Tests*, 115 *Envtl. Health Persp.* 1242 (2007) (available via <http://dx.doi.org/>); see also Richard L. Canfield, et al., *Intellectual Impairment in Children with Blood Lead Concentrations below 10 µg per Deciliter*, 348 *New Eng. J. Med.* 1517 (2003).

¹⁰⁴ See, e.g., Miranda, et al., *Geospatial Analysis, supra*; Miranda, et al., *Early Childhood Lead Exposure, supra*; Miranda, et al., *Environmental contributors, supra*; Miranda, et al., *The Relationship between Early Childhood Blood Lead Levels and Performance on End-of-Grade Tests, supra.*; see also Canfield, et al., *Intellectual Impairment, supra*.

¹⁰⁵ CDC, *CDC Response to Advisory Committee on Childhood Lead Poisoning Prevention Recommendations in Low Level Lead Exposure Harms Children: A Renewed Call of Primary Prevention*, 1 June 2012.

¹⁰⁶ The CDC adopted a reference value based on the 97.5th percentile of the blood lead level distribution among children 1–5 years old in the United States (currently 5 µg/dL) to identify children with elevated BLLs. Approximately 450,000 children in the United States already have blood lead levels higher than this reference value. See *id.*

¹⁰⁷ EPA, *Monitoring The Air for Lead Near the McClellan-Palomar Airport and Gillespie Field 1-2* (June 2013), available at <http://www.epa.gov/region9/air/airport-lead/sandiego-lead-factsheet.pdf>; EPA, *Monitoring the Air for Lead Near the San Carlos Airport 1* (June 2013), available at <http://www.epa.gov/region9/air/airport-lead/sancarlos-lead-factsheet.pdf>.

EPA acknowledges that there is no ‘safe’ threshold” for lead.¹⁰⁸ EPA has acknowledged that “the current evidence indicates the need for a standard level that is substantially lower than the current level to provide increased public health protection, especially for at-risk groups, including most notably children.”¹⁰⁹ EPA also acknowledges that “with each successive [assessment to-date], the epidemiologic and toxicological study findings show that progressively lower blood Pb levels or Pb exposures are associated with cognitive deficits and behavioral impairments.”¹¹⁰

The evidence that children are disproportionately at risk for harm from airborne lead pollution is overwhelming. The evidence that piston engine aircraft using leaded fuel constitute the single largest source contributor to lead air pollution is indisputable. There is no need for further study in order to find endangerment. Despite this clear evidence, EPA has chosen to conduct additional unnecessary studies. While EPA has delayed, another generation of children has been exposed to increased risk of cognitive deficits and behavioral impairment. Further delay and further damage to children is unwarranted.

4. EPA’s Development of Emission Standards Does Not Justify Refusal to Make an Endangerment Finding for Lead from Aircraft.

EPA also appears to have confused its role in determining endangerment with its later role in determining how to regulate lead emissions from aircraft. EPA’s Response stated:

It is important to emphasize that EPA’s technical work has very significant potential future implications. The aviation enterprise is unique and very different from any other transportation source. In the U.S. alone, there are literally millions of piston-engine aircraft operations each year from air taxis and general aviation which fly passenger and cargo over routes of various lengths, at different altitudes and with various payloads. *Understanding piston-engine aircraft operations and how many of the flight-specific variables affects lead emissions through models and other investigations is essential to a successful national regulatory program. . . . An understanding of how all of the various aircraft and aircraft engine design (for piston-engine aircraft), and aircraft fuel factors interact to affect general aviation performance and lead emissions is essential to the development of a well constructed program that achieves the desired public health and environmental consequences.*¹¹¹

Irrespective of the eventual utility of understanding aircraft operations, the Clean Air Act does not require an investigation of such operations as part of EPA’s undertaking an endangerment finding. As EPA noted in the greenhouse gas matter, Congress explicitly

¹⁰⁸ 73 Fed. Reg. at 66,964, 66,972.

¹⁰⁹ *Id.* at 66,985.

¹¹⁰ EPA, Integrated Science Assessment for Lead, *supra*, at 1-73.

¹¹¹ EPA’s Response at 16 (emphasis added).

separated two different decisions to be made and provided different criteria for each. The first decision involves the questions whether the air pollution may reasonably be anticipated to endanger public health or welfare, and the contribution to the air pollution by the sources. If affirmative endangerment and contribution findings are made, the second decision involves regulating the sources to control the emissions.¹¹² EPA's judgment in making the endangerment and contribution findings is constrained by the statute.¹¹³ "The statutory question is whether sufficient information exists to make an endangerment finding.' The effectiveness of a potential future control strategy is not relevant to deciding whether air pollution levels in the atmosphere endanger."¹¹⁴

When the issue of endangerment is considered under these statutory constraints, and particularly when considered in light of the scientific evidence that has become available since the 2006 Petition was filed, the answer is clear. Lead emissions from general aviation aircraft engines using leaded aviation gasoline contribute to airborne lead pollution, a criteria pollutant that is found in excess of EPA's ambient air quality standards in 21 different regions in the United States and that may reasonably be anticipated to endanger human health.

B. AFTER EPA MAKES AN AFFIRMATIVE ENDANGERMENT FINDING, IT SHOULD COMMENCE THE RULEMAKING PROCESS IMMEDIATELY AND BEGIN TO PHASE OUT LEADED AVGAS.

In EPA's Response to the Petition, EPA confirmed that once an endangerment finding is made, EPA will commence the rulemaking process.¹¹⁵ After finding endangerment, EPA should immediately begin the rulemaking process.

Once the Administrator proposes emission standards, the Clean Air Act establishes a discrete set of steps the Administrator must take before finalizing the standards:

- (B)(i) The Administrator shall consult with the Administrator of the Federal Aviation Administration on aircraft engine emission standards.
- (ii) The Administrator shall not change the aircraft engine emission standards if such change would significantly increase noise and adversely affect safety.
- (3) The Administrator shall hold public hearings with respect to such proposed standards. Such hearings shall, to the extent practicable, be held in air quality control regions which are most seriously affected by aircraft emissions. Within 90 days after the issuance of such proposed regulations, he shall issue such regulations with such modifications as he deems appropriate. Such regulations may be revised from time to time.¹¹⁶

¹¹² 74 Fed. Reg. at 66,506-07.

¹¹³ *Massachusetts v. EPA*, 549 U.S. at 532.

¹¹⁴ 74 Fed. Reg. 66,508, quoting *Massachusetts v. EPA*, 549 U.S. at 534.

¹¹⁵ See EPA's Response at 18 (If EPA does find endangerment, "EPA would pursue the development of standards and potentially other requirements regulating lead emissions from general aviation piston-engine aircraft").

¹¹⁶ 42 U.S.C. § 7571(a)(2).

EPA appears to be delaying rulemaking based on issues related to the nature of the industry, fuel supply, noise, or fuel safety.¹¹⁷ This delay is inappropriate. Pursuant to Section 231 of the Clean Air Act, EPA considers noise and safety concerns in consultation with the FAA *after* proposing regulations, not before.¹¹⁸ However, it is worth noting that much work has been done to prepare the way for rulemaking. New unleaded fuels are in development,¹¹⁹ and 75% to 80% of piston engine aircraft no longer require leaded fuel at all.¹²⁰ When it finds endangerment, EPA can and should encourage the immediate use of unleaded fuels to start reducing the lead emissions from aviation gasoline as soon as possible.

CONCLUSION

For the reasons discussed above, lead emissions from general aviation aircraft contribute to air pollution which may reasonably be anticipated to endanger public health or welfare. Therefore, EPA should reconsider its refusal to make an endangerment finding and should initiate rulemaking procedures to establish standards for the emission of lead from aircraft engines.

¹¹⁷ See ANPR at 22,444 (noting that the comments EPA received in the last round of comments related mostly to fuel and industry issues and that no new information regarding health or exposure issues was supplied).

¹¹⁸ 42 U.S.C. § 7571(a).

¹¹⁹ As California House Representative Henry Waxman pointed out in a letter to FAA, “high octane unleaded auto and biodiesel fuels for piston engines have been safely and successfully used in Europe for many years, but adoption in the United States has been slow.” Letter from Rep. Waxman Calls to Michael P. Huerta, Acting FAA Administrator (Oct. 23, 2012), *available at* <http://waxman.house.gov/rep-waxman-calls-faa-reduce-lead-emissions-expanding-use-unleaded-fuel>. Hjelmcø’s unleaded AVGAS 91/96 UL is approved for use by the major aircraft engine manufacturers Textron Lycoming, Teledyne Continental and Rotax. See Avgas 91/96 UL Overview, Hjelmcø Oil, http://www.hjelmcø.com/pages.asp?r_id=13395. Moreover, Shell Aviation has announced that it will be submitting its own unleaded avgas to FAA soon. See Press Release, Shell Aviation, Shell removes lead from light aircraft fuel (Dec. 3, 2013), *available at*, <http://www.shell.com/global/products-services/solutions-for-businesses/aviation/news-and-library/press-releases/2013/press-release12032013.html>.

¹²⁰ Rebecca Kessler, *Sunset for Leaded Aviation Gasoline?*, 121 *Envtl. Health Persp.* A54, A57 (Feb. 2013), *available at* http://ehp.niehs.nih.gov/pdf-files/2013/Feb/ehp.121-a54_508.pdf.

Respectfully submitted,



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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

January 12, 2022

THE ADMINISTRATOR

Mr. Jonathan J. Smith
Staff Attorney
Earthjustice
48 Wall Street, 19th Floor
New York, New York 10005

Dear Mr. Smith:

By letter dated August 24, 2021, and updated October 12, 2021, Alaska Community Action on Toxics, Center for Environmental Health, Friends of the Earth, Montgomery-Gibbs Environmental Coalition, Oregon Aviation Watch, the county of Santa Clara and the town of Middleton petitioned the U.S. Environmental Protection Agency to make an endangerment finding under section 231 of the Clean Air Act that leaded aviation gasoline contributes to air pollution that harms public health and welfare.

Protecting children's health and reducing lead exposure are two of the EPA's top priorities. As described in detail in our 2012 response to the 2006 petition from Friends of the Earth requesting EPA action regarding aircraft lead emissions, the EPA has actively engaged in the investigation of whether lead emissions from piston-engine aircraft cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare. Our investigation included necessary data collection and analysis to provide nationwide estimates of the contribution of aircraft lead emissions to lead air pollution concentrations as well as an analysis of the impacted population. The EPA has completed these analyses and their subsequent peer review.

The EPA now intends to develop a proposal under CAA section 231(a)(2)(A) regarding whether lead emissions from piston-engine aircraft cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare. For convenience, we refer to this action collectively as the "endangerment finding."

We plan to issue a proposed endangerment finding in 2022. The EPA will undertake a full public notice and comment process for the proposed finding. After evaluating comments on the proposal, we plan to issue any final endangerment finding in 2023.

I appreciate your interest in this issue and welcome the opportunity to work with you and other stakeholders in addressing lead emissions from piston-engine general aviation aircraft. If you have additional questions or information to provide to the EPA, please contact Marion Hoyer at (734) 214-4513 or hoyer.marion@epa.gov.

Sincerely yours,

A handwritten signature in black ink that reads "Michael S. Regan". The signature is written in a cursive, flowing style.

Michael S. Regan



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

January 12, 2022

THE ADMINISTRATOR

Mr. Michael J. Lawton
Boardman & Clark LLP
P.O. Box 927
Madison, Wisconsin 53701-0927

Dear Mr. Lawton:

By letter dated August 24, 2021, and updated October 12, 2021, Alaska Community Action on Toxics, Center for Environmental Health, Friends of the Earth, Montgomery-Gibbs Environmental Coalition, Oregon Aviation Watch, the county of Santa Clara and the town of Middleton petitioned the U.S. Environmental Protection Agency to make an endangerment finding under section 231 of the Clean Air Act that leaded aviation gasoline contributes to air pollution that harms public health and welfare.

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Michael S. Regan



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

January 12, 2022

THE ADMINISTRATOR

Ms. Deborah A. Sivas
Ms. Stephanie L. Safdi
Ms. Ada Statler
Environmental Law Clinic
Mills Legal Clinic at Stanford Law School
559 Nathan Abbott Way
Stanford, California 94305

Dear Mses. Sivas, Safdi and Statler:

By letter dated August 24, 2021, and updated October 12, 2021, Alaska Community Action on Toxics, Center for Environmental Health, Friends of the Earth, Montgomery-Gibbs Environmental Coalition, Oregon Aviation Watch, the county of Santa Clara and the town of Middleton petitioned the U.S. Environmental Protection Agency to make an endangerment finding under section 231 of the Clean Air Act that leaded aviation gasoline contributes to air pollution that harms public health and welfare.

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Sincerely yours,

A handwritten signature in black ink that reads "Michael S. Regan". The signature is written in a cursive, flowing style with a large, prominent "M" and "R".

Michael S. Regan



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

January 12, 2022

THE ADMINISTRATOR

Mr. James R. Williams, County Counsel
Mr. Jerett T. Yan, Deputy County Counsel
County of Santa Clara
70 West Hedding Street, East Wing, 9th Floor
San Jose, California 95110-1770

Dear Messrs. Williams and Yan:

By letter dated August 24, 2021, and updated October 12, 2021, Alaska Community Action on Toxics, Center for Environmental Health, Friends of the Earth, Montgomery-Gibbs Environmental Coalition, Oregon Aviation Watch, the county of Santa Clara and the town of Middleton petitioned the U.S. Environmental Protection Agency to make an endangerment finding under section 231 of the Clean Air Act that leaded aviation gasoline contributes to air pollution that harms public health and welfare.

Protecting children's health and reducing lead exposure are two of the EPA's top priorities. As described in detail in our 2012 response to the 2006 petition from Friends of the Earth requesting EPA action regarding aircraft lead emissions, the EPA has actively engaged in the investigation of whether lead emissions from piston-engine aircraft cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare. Our investigation included necessary data collection and analysis to provide nationwide estimates of the contribution of aircraft lead emissions to lead air pollution concentrations as well as an analysis of the impacted population. The EPA has completed these analyses and their subsequent peer review.

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Sincerely yours,

A handwritten signature in black ink that reads "Michael S. Regan".

Michael S. Regan

Sent via Email

March 18, 2022

Administrator Michael Regan
Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Regan.Michael@epa.gov

Dear Administrator Regan:

On behalf of the undersigned local and regional governmental organizations, we write in support of the August 24, 2021 Petition for Rulemaking (“Petition”), as updated October 12, 2021, by Alaska Community Action on Toxics, Center for Environmental Health, Friends of the Earth, Montgomery-Gibbs Environmental Coalition, Oregon Aviation Watch, County of Santa Clara, California, and Town of Middleton, Wisconsin (collectively “Petitioners”), urging the U.S. Environmental Protection Agency (“EPA”) to make a long-overdue endangerment finding for leaded aviation gasoline (“avgas”). We applaud the commitment by the EPA, announced on January 12, 2022, to propose an endangerment finding under Section 231 of the Clean Air Act for leaded avgas by the end of 2022 and to finalize that finding in 2023. We write to urge the EPA to make an affirmative finding on the announced timelines that leaded avgas contributes to air pollution that endangers public health and welfare, and to swiftly issue emissions standards that will eliminate this last remaining leaded transportation fuel. Daily exposure to lead from avgas causes severe and avoidable harm to vulnerable communities across this nation, and eliminating it should be treated as an environmental justice priority of this federal Administration.

As discussed below and further detailed in the Petition, overwhelming evidence demonstrates that leaded avgas meets the legal requirements for an endangerment finding: that lead air pollution can reasonably be anticipated to endanger public health or welfare, and that emissions from the use of leaded avgas by piston-engine aircraft contribute to this harmful pollution. For these reasons, the EPA has been promising to open an endangerment finding proceeding for over a decade.¹ Its delay in doing so has posed unacceptable and continuing costs to the health and development of exposed children, to the safety of airport workers, and to the welfare of already overburdened communities. The harms of leaded avgas exposure also impose costs on public agencies responsible for administering the public health, public safety, and social

¹ See EPA, Advance Notice of Proposed Rulemaking on Lead Emissions from Piston-Engine Aircraft Using Leaded Aviation Gasoline, 75 Fed. Reg. 22,440 (Apr. 28, 2010) (describing information to be used by the EPA in reaching an endangerment finding for leaded avgas) [hereinafter “2010 ANPR”]; Letter and Memorandum from Gina McCarthy, Assistant Administrator, EPA, to Deborah Behles & Helen Kang, Env’t L. & Just. Clinic, & Marianne Engelman Lado et al., Earthjustice (July 18, 2012), available at <https://www.epa.gov/sites/default/files/2016-09/documents/ltr-response-av-ld-petition.pdf> (projecting that EPA would issue a final endangerment determination for leaded avgas by 2015); Letter from Gina McCarthy, Administrator, EPA, to Deborah Behles, Clinical Staff Attorney, Env’t L. & Just. Clinic, & Marianne Engelman Lado, Managing Attorney, Earthjustice (Jan. 23, 2015) (on file with EPA), available at <https://www.epa.gov/sites/default/files/2016-09/documents/ltr-response-av-ld-foe-psr-oaw-2015-1-23.pdf> (reaffirming commitment and extending the projected timeline for an endangerment finding to 2017).

welfare systems that serve exposed populations, as well as costs on agencies charged with maintaining the safe operation of the many publicly-owned airports.

Preventing exposure to lead from avgas requires coordinated federal action. Federal law limits the authority of state and local governments to directly regulate aviation fuel additives on their own. And difficulties in sourcing unleaded fuels, capital costs for providing additional fueling infrastructure, and barriers to obtaining type certifications for fuel switching, among other things, limit the ability of agencies with proprietary control of local airports to eliminate exposures impacting the communities they serve. Further, public airport proprietors that have taken or proposed aggressive action to prevent exposures – such as the County of Santa Clara in banning sales of leaded avgas at its airports, or the City of Santa Monica in preparing to remove fixed base operators from its airports and take over fueling operations – have been subject to investigation or other obstacles imposed by the Federal Aviation Administration (“FAA”).² Agencies without proprietary control over general aviation airports have even fewer options, regardless of whether the impacts of lead emissions occur primarily within their jurisdictions. Nor, as experience has proven, will investments in research and development of unleaded fuels bring about the shift automatically. Federal regulation is urgently needed to boost supply, correct misaligned incentives for fuel transitioning, and expedite timelines.

Congress has vested both the authority and the responsibility to regulate this damaging pollutant in the EPA. The EPA has taken the important first step by announcing that it will propose an endangerment finding. But the harms caused by leaded avgas exposure will not take hiatus. The time for the EPA to follow through on its obligations by issuing an endangerment finding for leaded avgas and setting emission standards to control the pollutant is long past due.

I. Leaded Avgas Meets the Legal Requirements for an Endangerment Finding

Section 231 of the Clean Air Act requires the EPA to issue emission standards to control the emission of “any air pollutant from any class or classes of aircraft engines” if the EPA determines that the pollutant “causes, or contributes to, air pollution which may reasonably be anticipated to endanger public health or welfare.”³ This threshold determination – commonly referred to as an “endangerment finding” – requires two showings: (1) that lead air pollution as a whole may reasonably be anticipated to endanger public health or welfare, and (2) that emissions from use of leaded avgas in piston-engine aircraft cause or contribute to this pollution. The evidence that leaded avgas meets both legal requirements for an endangerment finding is overwhelming. Airborne lead in general, and from leaded avgas specifically, leads to elevated blood lead levels in exposed children. In turn, elevated blood lead levels increase those children’s risk for a host of short and long-term health problems, including irreversible cognitive

² See Mark A. McClardy, FAA Airports Division Director, Notice of Informal Investigation Under 14 C.F.R. § 13.1, to Eric Peterson, Director of County Airports for County of Santa Clara (Dec. 22, 2021), available at <https://countyairports.sccgov.org/faa-complaint>; see also Settlement Agreement/Consent Decree between the FAA and City of Santa Monica, *City of Santa Monica v. United States*, Case No. 2:13-cv-08046-JFW-VBK, Dkt. No. 52 at 7 (C.D. Cal. Jan. 30, 2017), available at https://www.faa.gov/airports/airport_compliance/santa_monica_settlement/media/Santa-Monica-settlement-stipulation-and-order-consent-decree-2017.pdf (“Nothing in this Agreement shall allow the City to restrict the sale of leaded aviation fuels for so long as the FAA authorizes the use of such fuels within the United States.”)

³ 42 U.S.C. § 7571(a)(2).

impairment. These harms have ripple effects through communities and the public agencies that serve them. And, with leaded avgas producing 70% of airborne lead in this country, its contribution to lead air pollution is beyond dispute.

A. Lead air pollution endangers public health and welfare.

1. Lack of regulation for leaded avgas harms vulnerable and already overburdened communities.

Since its inception, the EPA has acknowledged the damaging health effects of airborne lead. Nearly fifty years ago, the EPA recognized lead as a “known toxic substance for which no beneficial biological role” exists and found that airborne lead was contributing to an “epidemic” of “[e]xcessive lead exposures among children.”⁴ According to the U.S. Centers for Disease Control and Prevention, lead exposure can harm the nervous, cardiovascular, immune, and reproductive systems, damage the kidneys, and cause anemia and increased blood pressure.⁵ Moreover, because the lead particles released in aircraft exhaust tend to be relatively small in size, they have the “potential of rapidly penetrating the lung defenses” and “gain[ing] direct access to the brain,” potentially increasing toxicity.⁶

Children are particularly vulnerable to lead, both as a result of behaviors that make them more susceptible to exposure and their greater sensitivity to lead toxicity.⁷ Even at the lowest detectable levels, exposure to lead may cause cognitive and intellectual impairment, harm academic performance, and increase risk for behavioral disorders.⁸ Indeed, decline in cognitive ability is steepest at lower blood lead levels.⁹ Many of the harms caused by childhood lead exposure are irreversible. Childhood lead exposure, for instance, has been linked to measurable reductions in IQ and cognitive and behavioral impairments persisting into adulthood, as well as adult-onset physical health problems.¹⁰

⁴ EPA, *EPA’s Position on the Health Effects of Airborne Lead* at VII-4 (Nov. 29, 1972), available at <https://nepis.epa.gov/Exe/ZyPURL.cgi?Dockey=9100EYMW.TXT>; *see also, e.g.*, Prohibition on Gasoline Containing Lead or Lead Additives for Highway Use, 61 Fed. Reg. 3832, 3833 (Feb. 2, 1996) (recognizing that leaded fuel poses “a significant risk of harm to the health of urban populations, especially children”).

⁵ Agency for Toxic Substances and Disease Registry, *Lead – ToxFAQs* (2020), available at <https://www.atsdr.cdc.gov/toxfaqs/tfacts13.pdf> [hereinafter “ToxFAQs”].

⁶ Transp. Rsch. Bd. et al., *Options for Reducing Lead Emissions from Piston-Engine Aircraft* at 43-44 (National Academies of Sciences, 2021) [hereinafter “NAS Report”].

⁷ *Id.*

⁸ Mountain Data Group, *Leaded Aviation Gasoline Exposure Risk at Reid-Hillview Airport in Santa Clara County, California* 1 (2021), available at <https://news.sccgov.org/sites/g/files/exjcpb956/files/documents/RHV-Airborne-Lead-Study-Report.pdf> [hereinafter “RHV Lead Study”].

⁹ *Id.* at 2-3; *see id.* at 1 (explaining that “estimated marginal effects with respect to negative cognitive and behavioral outcomes in lead-exposed children are higher at lower [blood lead levels]”); Bruce P. Lanphear, *Childhood Lead Poisoning Preventing: Too Little, Too Late*, 293 J. Am. Med. Assn. 2274 (2005).

¹⁰ *See, e.g.*, RHV Lead Study at 2; ToxFAQs; Aaron Rueben et. al., *Association of Childhood Blood Lead Levels with Cognitive Function and Socioeconomic Status at Age 38 Years and With IQ Change and Socioeconomic Mobility Between Childhood and Adulthood*, 317(12) J. Am. Med. Ass’n. 1244 (2017); Michael J. McFarland et al., *Half of US Population Exposed to Adverse Lead levels in earth Childhood*, 119(11) Proc. Nat’l Acad. of Sci. (Mar. 7, 2022), available at <https://www.pnas.org/doi/full/10.1073/pnas.2118631119> (concluding that average lead-linked loss in cognitive ability was 2.6 IQ points per person as of 2015 as a result of early childhood lead exposure).

Impacts of leaded avgas use fall hardest on children, workers, and communities that spend significant time in close proximity to heavy piston-engine aircraft traffic. The EPA's own analysis suggests that over five million people, including more than 360,000 children aged five or younger, live within 500 meters of a general aviation airport.¹¹ Moreover, some 16 million people live within a kilometer of a general aviation airport – a distance that, according to the National Academies of Sciences, has been shown to correlate with increased blood lead levels.¹² In addition, over 160,000 children attend school near airports where piston-engine aircraft operate.¹³

Harms caused by leaded avgas are not evenly distributed. One percent of general aviation airports contribute 25 percent of total airport lead emissions.¹⁴ Additionally, at least 60 percent of the fifty highest-emitting airports are located in communities with larger racial minority populations than the national average.¹⁵ For many of these communities, the harms from leaded avgas exposure layer on top of an outsized share of exposures to other sources of toxins. For instance, one study of 448 airports in Michigan reported that the percentage of homes presumed by their age to contain lead-based paint was almost twice as high in neighborhoods proximate to airports compared to neighborhoods more distant from airports.¹⁶ In other words, those children most at risk of leaded avgas exposure are also among those at highest risk of lead-based paint exposure. In this way, the health impacts from multiple sources of lead exposure compound.

Likewise, lead emissions from avgas contribute to the cumulative burden of air pollution and other environmental stressors borne by airport workers and airport-adjacent communities, including pollutants from industrial and transportation-related sources as well as from aircraft exhaust, airport ground-service equipment, and other operations related to the airports themselves.¹⁷ Many of these communities are also particularly vulnerable to impacts from these cumulative exposures due to poverty, health characteristics, housing burden, linguistic isolation, age, and other factors. For instance, in Alameda County, California, the 15 census tracts where the most lead-poisoned children have been identified are predominantly Latinx, Black, and Asian communities which have a confluence of low household incomes, older rental properties, substandard housing conditions, concentrations of older housing, and a high percentage of

¹¹ EPA, *National Analysis of the Populations Residing Near or Attending School Near U.S. Airports* at 13 (2020), available at <https://nepis.epa.gov/Exe/ZyPDF.cgi/P100YG4A.PDF?Dockey=P100YG4A.PDF>.

¹² NAS Report at 47-48.

¹³ EPA, *National Analysis of the Populations Residing Near or Attending School Near U.S. Airports* at 13.

¹⁴ NAS Report at 41 (reporting also that three percent of airports with the highest fleet activity emit 50 percent of emissions).

¹⁵ Petition at 5.

¹⁶ Sammy Zahran et. al., *The Effect of Leaded Aviation Gasoline on Blood Lead in Children*, 2(4) J. Assn. of Env't & Res. Economists 575, 576 (July 2017).

¹⁷ See Mauro Masiol and Roy M. Harrison, *Aircraft Engine Exhaust Emissions and Other Airport-Related Contribution to Ambient Air Pollution: A Review*, 95 Atmos. Environ. 409 (2014); cf. Katja M. Bendtsen, *A Review of Health Effects Associated with Exposure to Jet Engine Emissions in and Around Airports*, 20 Environ. Health 10 (2021) (concluding proximity of residential areas to airports with jet engine traffic was associated with increased risk of disease, increased hospital admission, and self-reported lung symptoms).

families with young children.¹⁸ In the City of Oakland, the neighborhood surrounding the Oakland International Airport suffers from a variety of environmental hazards, such as poor air or water quality, as well as socioeconomic limitations, such as lack of access to healthcare or linguistic isolation.¹⁹ Over 80% of the residents of this neighborhood are Black or Latinx.²⁰

With much piston-engine aircraft activity concentrated in already overburdened communities, continued use of leaded avgas presents one of the most pressing environmental justice problems of this era. Reid Hillview Airport is an illustrative example.²¹ Among the 150 highest lead-emitting airports in the nation, Reid Hillview's ratio of lead emissions per person living within a one-mile radius is the third-highest ratio in the nation, and is over ten times the median.²² Located in East San José, in the heart of Silicon Valley, the airport is situated in one of the most nonwhite and lowest-income locations in the region. In an American Community Survey, 93% of respondents living within 1.5 miles of the airport identified as Latino/Hispanic or Asian; in the neighborhoods immediately abutting the airport, 99.3% of residents identified as a race other than white.²³ In the four zip codes closest to the airport, 27% of residents live below 200% of the Federal Poverty Line compared to 16% for the remainder of the county.²⁴ Residents in these zip codes experience higher rates of diseases like cancer, Alzheimer's, stroke, and diabetes than elsewhere in the county.²⁵ They also face a disproportionate burden of other sources of lead hazards, such as lead risk from housing.²⁶

Exposures to lead particles from piston-engine aircraft further these disparities. A recent peer-reviewed study²⁷ of Reid Hillview Airport found that children residing within a half-mile of the airport have higher blood lead levels compared to statistically similar children more distant from the airport.²⁸ The effects compound when accounting for intensity of aircraft traffic and

¹⁸ Marybell N. Tobias, *Racial Equity Impact Analysis: Eliminating Lead Paint Hazards in Oakland & Alameda County* at 44 (2021), available at https://cao-94612.s3.amazonaws.com/documents/Lead-Paint-REIA_9-23-21_FINAL.pdf.

¹⁹ *Id.* at 52-54

²⁰ *Id.* at 57

²¹ See R. Dillon, *A Crisis on Our Hands*, KQED (Aug. 5, 2021), available at <https://www.kqed.org/news/11883910/a-crisis-on-our-hands-children-near-san-joses-reid-hillview-airport-exposed-to-dangerously-high-lead-levels-new-study-shows>.

²² Analysis based on data from EPA's National Emissions Inventory and EJScreen.

²³ County of Santa Clara, Report of the County Executive to Board of Supervisors, Report No. 107018 (approved as amended Aug. 17, 2021), available at http://sccgov.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=SplitView&MeetingID=13226&MediaPosition=&ID=107018&CssClass=.

²⁴ *Id.*

²⁵ *Id.*

²⁶ CalEnviroScreen 4.0: Children's Lead Risk from Housing, available at <https://oehha.maps.arcgis.com/apps/instant/sidebar/index.html?appid=6c2ec624cea84b66a95412117da4977a>.

²⁷ The RHV lead study was peer-reviewed by two external experts: Dr. Rebecca Anthopolos, an Assistant Professor in the Division of Biostatistics within the Department of Population Health at New York University Grossman School of Medicine, who has published on the risk of early childhood lead exposure in relation to aviation gasoline, and Dr. Mark Cullen, a retired professor of Medicine, Epidemiology, and Biomedical Data Sciences at Stanford University, where he served as the Founding Director of the Center for Population Health Sciences and as Senior Associate Dean for Research for the School of Medicine. The RHV Lead Study has also been submitted for formal journal publication.

²⁸ RHV Lead Study at 37 (finding that children within 0.5 miles of the airport have blood lead levels that are about 0.2 µg/dL higher than statistically similar children more distant from the airport).

wind patterns. **For instance, an increase in piston-engine aircraft traffic from minimum levels to maximum levels caused blood lead levels to increase by 0.83 µg/dL in children living within a half-mile of the airport – double the increase in blood lead levels at the peak of the Flint Water Crisis.**²⁹ On the whole, children living downwind of the airport were at the greatest risk, with blood lead levels that were, on average, 0.4 µg/dL higher than statistically similar comparators – roughly equal to the increase in childhood blood lead levels at the peak of the Flint Water Crisis.³⁰ Indeed, children living downwind of the airport were 200% more likely than children residing upwind of the airport to have a blood lead level equal to or greater than 4.5 µg/dL – the threshold for action used by the California Department of Public Health in assessing elevated blood lead.³¹ Even commuting toward Reid Hillview Airport for school was found to put children at significant risk.³² Accounting only for impacts of elevated blood lead levels on IQ, these exposures translate to a net lifetime earnings loss of \$11-24.9 million for the cohort of children residing within 1.5 miles of the airport.³³

2. Lead pollution imposes significant societal costs, which are often borne by state and local agencies.

While the harms of leaded avgas exposure are primarily borne by the people and communities directly exposed, the costs of lead exposure also ripple through social safety net systems, many of which are administered by state and local agencies. For illustration, researchers have conservatively estimated that exposure to lead from all sources among children aged six and younger results in total nationwide costs of \$192-270 billion for each cohort of lead poisoned children, divided between lost lifetime earnings (\$165-233 billion) and related lost tax revenue (\$25-35 billion), direct medical treatment costs for lead poisoning (\$11-53 billion), special education costs (\$30-146 million), costs of lead-linked ADHD cases (\$267 million annually), and direct costs of lead-linked criminal activity (\$1.7 billion).³⁴ In 2012, Oakland's Office of Planning, Building & Neighborhood Preservation estimated that medical services, special education, disabilities, and lost wages due to lead poisoning cost city residents upwards of \$150 million each year.³⁵ These cost estimates are *conservative*: they exclude the costs of treatment of secondary health harms caused by lead, neonatal mortality, benefits of lead hazard control on property values, and other indirect costs.³⁶ They also underestimate total societal costs by excluding impacts of lead exposure on older children and adults and by omitting consideration of indirect impacts of exposure on those who care for, are cared by, or live or work alongside lead-exposed individuals or are otherwise indirectly affected through the diversion of

²⁹ *Id.* at xviii, 57.

³⁰ *Id.* at xv, 38-41.

³¹ *Id.* at 54.

³² *Id.* at xvii, 65-72 (finding that children who commute to school by traveling one mile towards Reid-Hillview Airport from their place of residence have predicted blood lead levels 0.65 µg/dL higher than children who commute one mile away from the airport).

³³ *Id.* at xviii, 79.

³⁴ See, e.g., Elise Gould, *Childhood Lead Poisoning: Conservative Estimates of the Social and Economic Benefits of Lead Hazard Control*, 117 *Env't Health Perspectives* 1162, 1162 (July 2009).

³⁵ Marybell N. Tobias, *Racial Equity Impact Analysis: Eliminating Lead Paint Hazards in Oakland & Alameda County* at 11 (2021), available at https://cao-94612.s3.amazonaws.com/documents/Lead-Paint-REIA_9-23-21_FINAL.pdf.

³⁶ Gould, *Childhood Lead Poisoning* at 1166.

resources.³⁷ Many other harms – including the emotional and psychological harms of lead exposure – evade quantification.

Although the societal costs of exposure to lead specifically from avgas are less studied, the magnitude of the problem is undeniably severe. Studies have conservatively estimated costs of \$1 billion nationwide each year, accounting only for lost lifetime earnings due to IQ decreases resulting from leaded avgas exposures to young children.³⁸ Adding in healthcare costs, special education costs, behavior and crime control costs, costs associated with adult and worker exposures, and other direct and indirect costs would significantly increase this estimate.³⁹

The most directly impacted public systems are public health systems, government-run hospitals, and other safety net services. State and local governments are at the frontline of public health protection, operating 19% of the nation’s community hospitals⁴⁰ and performing the bulk of public health activities nationwide. These public health and hospital systems expend resources to screen children for elevated blood lead levels, identify and prevent sources of exposure, and manage cases. In addition to direct treatment of lead-poisoned individuals, screening and treatment for the many secondary harms that lead poses – including harms to cardiovascular health, immune system and kidney function, reproductive system function, and cognition – consume staffing attention and resources.

Lead exposure also imposes costs on school systems, special education services, policing, and crime control infrastructure while reducing the tax revenue available to support these systems. In particular, public agencies operate childcare and public school systems, where behavioral and learning challenges resulting from lead exposures necessitate increased investment in special education services and divert resources from other needs.⁴¹ Behavioral effects of lead exposure also have consequences for crime levels, which in turn tax public safety systems.⁴² For instance, empirical analysis suggests that the reduction in childhood lead exposure caused by the removal of lead from gasoline in the 1970s was the most significant driver of the drop in violent crime during the 1990s.⁴³ Meanwhile, reduction in lifetime earnings attributable to lead exposures results in lost tax revenues for state and local governments.⁴⁴ While the specific contribution of avgas to these socialized costs may be incremental, it stands out as particularly egregious given the complete absence of federal regulation of this major ongoing source of lead pollution.

³⁷ See, e.g., Ludovica Gazze et. al., *The Long-Run Spillover Effects of Pollution: How Exposure to Lead Affects Everyone in the Classroom*, Nat’l. Bureau of Econ. Rsch. Working Paper No. 28782 (May 2021) (finding that having more lead-exposed peers is associated with reduced academic outcomes).

³⁸ Zahran et. al., *The Effect of Leaded Aviation Gasoline on Blood Lead in Children* at 604; Wolfe et. al., *Costs of IQ Loss from Leaded Aviation Gasoline Emissions*, 50(17) Env’t. Sci. Tech. 9026 (2016); RHV Lead Study at 7.

³⁹ Zahran et. al., *The effect of Leaded Aviation Gasoline on Blood Lead in Children* at 606; Wolfe, *Costs of IQ Loss from Leaded Aviation Gasoline Emissions* at 9031; RHV Study at 7.

⁴⁰ Am. Hosp. Ass’n., *Fast Facts on U.S. Hospitals* (2021), available at <https://www.aha.org/statistics/fast-facts-us-hospitals>.

⁴¹ Gould, *Childhood Lead Poisoning* at 1164-65.

⁴² *Id.* at 1165.

⁴³ J. Wolpaw Reyes, *Environmental Policy as Social Policy? The Impact of Childhood Lead Exposure on Crime*, Nat’l. Bureau of Econ. Rsch. Working Paper No. 13097 (May 2007).

⁴⁴ Gould, *Childhood Lead Poisoning* at 1164.

Lead exposure even compromises the ability of public agencies to operate their general aviation airports and the services those airports provide. In addition to hosting commercial and recreational flights and pilot trainings, many general aviation airports provide critical functions such as emergency medical transport and wildfire response. These services cannot be provided without putting workers and communities at undue risk while leaded fuel continues to be used. The use of leaded avgas jeopardizes the health and safety of airport workers and their families, as workers may be directly exposed to dispensed or spilled fuels and may take it home to their households on their clothes.⁴⁵ In addition to compromising the ability of airports to safely provide these services, these exposures result in healthcare costs, workers' compensation costs, and other benefits payouts.⁴⁶

In the absence of federal regulation, local governments that own and operate airports – and even those that do not – may incur further costs in efforts to prevent and mitigate lead exposures. This includes investment in unleaded fuel procurement and storage and dispensation infrastructure, changes to airport layouts, measures to promote fuel switching, education and training to prevent fuel spills and worker exposures, investments in assisting aircraft operators with obtaining supplemental type certificates to authorize their use of existed unleaded fuels, public health studies and guidance, and other costs incurred to protect the community from the harms of lead pollution and exposures from avgas.⁴⁷

B. The significant contribution of leaded avgas to lead air pollution is beyond dispute.

For an emissions source to cause or contribute to an air pollution problem within the meaning of section 231 of the Clean Air Act, the source need not be the “sole or even a major part of [the] air pollution problem,” nor even make a “‘significant’ contribution” toward it.⁴⁸ Only if a source contribution is “truly trivial or de minimis” might it fall below the threshold required to satisfy the second prong of the endangerment determination.⁴⁹ There can be no question that leaded avgas far exceeds this threshold.

Far from being a de minimis contributor to lead air pollution, leaded avgas is the most significant source of this harmful pollution nationwide. Leaded avgas is used by around 170,000 piston-engine aircraft operating out of 20,000 airports spread across the country.⁵⁰ Consumption of leaded avgas accounts for **70 percent** of all lead air emissions in the nation⁵¹ and releases about a million pounds of lead into the environment each year.⁵² The EPA itself has repeatedly

⁴⁵ NAS Report at 60, 63, 65-66.

⁴⁶ See Ronnie Levin, *The Attributable Annual Health Costs of U.S. Occupational Lead Poisoning*, 22 Int. J. Occupational Env't Health 107 (Apr. 2016).

⁴⁷ NAS Report at 76.

⁴⁸ Endangerment and Cause or Contribute Findings for Greenhouse Gases Under Section 202(a) of the Clean Air Act, 74 Fed. Reg. 66496, 66506 (Dec. 15, 2009).

⁴⁹ *Id.*

⁵⁰ NAS Report at 23, 27; EPA, *National Analysis of the Populations Residing Near or Attending School Near U.S. Airports* at 2.

⁵¹ NAS Report at 35.

⁵² Zahran et. al., *The Effect of Leaded Aviation Gasoline on Blood Lead in Children* at 579.

recognized the significant contribution of avgas to lead air pollution.⁵³ In a 2020 study of airborne lead concentrations at U.S. airports, the EPA concluded that general aviation airport operations increase lead air concentrations, particularly in downwind areas.⁵⁴ The EPA's study also identified a subset of airports where the lead emissions might potentially be violating national ambient air quality standards.⁵⁵

Moreover, multiple studies have specifically linked the lead emissions from piston-engine aircraft to elevated blood lead levels in children residing or attending school in close proximity to general aviation airports.⁵⁶ Indeed, in the study of Reid Hillview Airport in East San José, researchers found that blood lead levels in children residing near the airport tracked the contraction in piston-engine aircraft activity during the period of heightened COVID-19 restrictions. During the period from February to July 2020 when piston-engine aircraft traffic declined by 35-45%, children residing nearby the airport presented with blood lead levels that were about 0.25 µg/dL lower than among children sampled outside this contraction window.⁵⁷ Eliminating lead from aviation gasoline would immediately remove a significant and ongoing source of lead exposures for this uniquely vulnerable subpopulation.⁵⁸

II. Elimination of Lead Air Pollution from Avgas Will Not Occur Without EPA Regulation

Notwithstanding the commitment of many state and local governments to eliminating use of this toxic fuel additive, state and local governments have limited tools available to prevent lead emissions and exposures from avgas. Congress vested the authority and responsibility to set emission standards for air pollution from aircraft and engines in the EPA and the authority to prescribe fuel composition standards to control these emissions in the FAA.⁵⁹ These laws limit the authority of state and local governments to directly regulate lead emissions from avgas on their own.⁶⁰

The mitigation options left to state and local governments are both costly to conduct and incapable of eliminating the problem, even assuming optimal coordination between local airport operators. The majority of the country's 4,815 public-use general aviation airports are owned by

⁵³ See, e.g., 2010 ANPR, 75 Fed. Reg. at 22442 (“On a national basis, emissions of lead from aircraft engines using leaded avgas are the largest single source category for emissions of lead to air...”); Petition at 9, n. 46.

⁵⁴ EPA, *Model-extrapolated Estimates of Airborne Lead Concentrations at U.S. Airports* at 3 (Feb. 2020), available at <https://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P100YG52.pdf>. The EPA also acknowledged that, by considering only airborne lead, its model was scoped conservatively. To reflect the full range of exposures to leaded avgas among populations near airports, the analysis would need to account for potential exposures to emitted lead particles that settle in nearby water and soil. *Id.* at 5.

⁵⁵ *Id.* at 60.

⁵⁶ See Petition at 9, n.47 (citing studies).

⁵⁷ RHV Lead Study at xvii, 62.

⁵⁸ See 74 Fed. Reg. at 66506 (“If vulnerable subpopulations are especially at risk, the [EPA] Administrator is entitled to take that point into account in deciding the question of endangerment.”).

⁵⁹ See 42 U.S.C. § 7571; 49 U.S.C. § 44714.

⁶⁰ See 42 U.S.C. § 7573 (barring states and their political subdivisions from adopting or enforcing emission standards for air pollutants from aircraft or engines unless identical to those standards promulgated under the Clean Air Act).

cities, counties, and states.⁶¹ Even when acting in their proprietary capacity, state and local governments are constrained in their ability to eliminate leaded avgas use at their own airports by, among other things: the terms of existing contracts with fixed-base operators, difficulties in procuring unleaded fuel, the costs of capitalizing infrastructure for new fuel sources, and barriers to obtaining FAA certifications to authorize unleaded fuel use for existing fleets.⁶² Even when airport operators are able to source and provide infrastructure to dispense unleaded fuels, they may not be able to effectively prevent aircraft from fueling up with leaded fuel elsewhere. Agencies may thus find themselves in the untenable position of being required to operate general aviation airports to maintain aeronautical services notwithstanding the potential for ongoing toxic exposures to nearby communities and airport workers. Governments without a proprietary relationship to airports have even fewer options to protect local communities from exposures, even where the impacts from leaded avgas exposure are felt primarily within their jurisdictions. This problem is a national one, and it cannot be solved through a partial patchwork of localized efforts.

Nor, as experience has proven, will market forces or investments in research and development transition the piston-engine fleet to unleaded fuel use without federal regulatory action. While a currently available unleaded fuel, a proprietary UL94, could be used by about two-thirds of the existing piston-engine aircraft fleet, these lower-performance aircraft account for proportionally less fuel burn and flight hours.⁶³ Switching the lower-performance fleet to UL94 would thus only reduce the amount of lead consumed by about 30%.⁶⁴ Further, the many logistical and regulatory barriers to adoption of UL94 mean that the fuel is only available for sale at a select number of airports.⁶⁵ For aircraft owners, use of UL94 currently requires going through the often-lengthy process of securing a type certification from the FAA.⁶⁶ For airport operators, providing multiple fuel types on site to serve all aircraft requires additional infrastructure and capital investment.⁶⁷ With demand limited by these costs, securing adequate unleaded fuel supplies is a challenge. Further, while recent developments in the production of unleaded 100-octane drop-in replacement fuels usable by all aircraft have been promising,⁶⁸ commercialization and FAA certification are slow and incentives to accelerate the transition are

⁶¹ NAS Report at 27.

⁶² *See, e.g., id.* at 2 (explaining that so long as they must also provide a higher-octane leaded fuel, “thousands of small airports would need to invest more than \$100,000 in a second avgas storage and dispensing system” to dispense UL94), *id.* at 16 (“[A]ircraft owners interested in switching to unleaded fuels may find this recertification option prohibitively expensive, except in cases where a supplemental [type certificate] is already available at moderate cost.”); *id.* at 82 (explaining that “the costs for airports to add storage and distribution facilities for a second fuel could be significant and potentially prohibitive, especially for small airports”).

⁶³ *Id.* at 2. Likewise, the 70% of engines approved by the FAA to use GAMI 100-octane unleaded fuel as of October 2021 represent only 20% of total avgas utilization. Dan Namowitz, *FAA Approves Hundreds More Engines to Use Unleaded Avgas*, Aircraft Owners and Pilots Association (AOPA) (Oct. 28, 2021), available at <https://www.aopa.org/news-and-media/all-news/2021/october/28/faa-approves-hundreds-more-engines-to-use-unleaded-avgas>.

⁶⁴ NAS Report at 80, 106.

⁶⁵ *Id.* at 73, 76.

⁶⁶ *Id.* at 81.

⁶⁷ *Id.* at 2, 82.

⁶⁸ P. Bertorelli, *GAMI Awarded Long-Awaited STC For Unleaded 100-Octane Avgas*, AVweb (July 27, 2021), available at <https://www.avweb.com/aviation-news/gami-awarded-long-awaited-stc-for-unleaded-100-octane-avgas/>; Russ Niles, *FAA Approves 600 Engines for GAMI Unleaded Fuel*, AVWeb (Oct. 31, 2021), available at <https://www.avweb.com/aviation-news/faa-approves-600-engines-for-gami-unleaded-fuel/>.

lacking. Indeed, the FAA recently announced a new public-private partnership – the Eliminate Aviation Gasoline Lead Emissions (“EAGLE”) Initiative – which anticipates taking nearly a decade to phase out leaded avgas.⁶⁹

Given the many costs and challenges, there is little incentive for airports and pilots to make effective use of existing unleaded fuel options, or for investors to fund research and development to accelerate advances in unleaded fuel technology.⁷⁰ Ultimately, the only way to keep general aviation airports safely open is through the promulgation of uniform national regulatory standards that correct the misaligned incentivize structure for fuel transitioning and quickly eliminate use of leaded fuels.

The Biden-Harris Administration’s commitment to environmental justice is shared by local governments across the country. Elimination of the last remaining leaded transportation fuel is central to fulfilling these promises. Federal action to regulate leaded avgas nationwide is urgently needed to protect communities from exposures over which they have no control, to allow aeronautical services to be provided safely, and to allow healing to occur at the community level. Further, while federal regulatory action is pending, local governments and airport proprietors require the coordinated assistance and support of federal agencies in efforts to mitigate ongoing exposures to lead from avgas in the most impacted communities. It is unacceptable that federal agencies would stand in the way of local action to protect children from lead exposure.

For the reasons set forth above and as further detailed in the Petition, the undersigned therefore urge the EPA to make a positive endangerment finding for leaded avgas on the promised timelines and to expedite issuance of emission standards that will ban the use of this damaging fuel additive. As with the many other sources of lead exposure that EPA has banned, removing the largest lead air pollution source is essential to achieving an environmentally just outcome. It must be accomplished without further delay.⁷¹

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⁶⁹ Fed. Aviation Admin., *FAA, Industry Chart Path to Eliminate Lead Emissions from General Aviation by the end of 2030* (Feb. 23, 2020), <https://www.faa.gov/newsroom/faa-industry-chart-path-eliminate-lead-emissions-general-aviation-end-2030>.

⁷⁰ See NAS Report at 83.

⁷¹ See, e.g., Gould, *Childhood Lead Poisoning* at 1162 (finding that each dollar invested in lead paint hazard control results in a return of \$17-\$221); Centers for Disease Control and Prevention, *CDC Response to Advisory Committee on Childhood Lead Poisoning Prevention Recommendations in “Low Level Lead Exposure Harms Children: A Renewed Call of Primary Prevention”* 2 (2012), available at https://www.cdc.gov/nceh/lead/acclpp/cdc_response_lead_exposure_recs.pdf.

Signed,

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U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

777 S. Aviation Blvd., Suite #150
El Segundo, CA 90245

December 22, 2021

County of Santa Clara
County Airports Administration
ATTN: Mr. Eric Peterson
2500 Cunningham Ave
San Jose, CA 95148

Subject: Notice of Informal Investigation Under 14 CFR § 13.1.

Dear Mr. Peterson,

This letter is to inform you that the Federal Aviation Administration (FAA) has received multiple complaints from airport tenants and users, along with a group representing industry stakeholders who allege violations of grant assurances at the Reid-Hillview Airport (RHV) and the San Martin Airport (E16). Under 14 CFR § 13.1, the FAA will review reports of potential violations of 49 U.S.C. subtitle VII or any rule, regulation, or order issued thereunder. As a result of these complaints the FAA is commencing an informal investigation under 14 CFR part 13.

As part of our investigation we request that the County of Santa Clara (County) respond to this notice within **20 days of from the date of service of this notice**. Although Santa Clara County would normally have 30 days to respond, the FAA may shorten this time period if it finds the circumstances require expedited handling of a particular case or controversy. The FAA finds that expedited handling of this matter is required because it appears the County will be banning the sale of leaded aviation fuel at both airports after December 31, 2021. Further, the County is apparently refusing to offer long-term leases for all tenants at Reid-Hillview airport whose leases will expire on December 31, 2021, including the fixed base operators (FBOs) who provide aviation fuel. Accordingly, the FAA has shortened the response period.

The FAA is committed to building a sustainable aviation system and a lead-free future, and the agency will work with the County to achieve this shared goal. However, in the interim, all parties must adhere to grant assurances. Therefore, the FAA strongly recommends that the County take action to suspend the effective date of its ban on leaded gas at the County-owned airports until this matter can be resolved. In such a case the FAA is amenable to an extension of time with regard to your response.

The complaints giving rise to this investigation are attached herein as Exhibit A. The complaints arise from a number of actions taken by the County that include but are not limited to:

- The failure to address a significant number of significant safety concerns which have been enumerated in detail to the County via letters from the FAA as discussed further below. The County is on notice with regard to these serious safety concerns and the issues remain unresolved;
- An August 17, 2021 ban on sales of leaded gas at both County airports after December 31, 2021;
- An August 17, 2021 County resolution to “take such actions as may be necessary to expeditiously eliminate lead exposure from operations at Reid-Hillview Airport . . . includ[ing], but [] not limited to, both prohibiting the sale or use of leaded fuel, and pursuing any and all available paths to early closure prior to 2031;”
- An alleged statement of Supervisor President Wasserman at an October 5, 2021 Board of Supervisors meeting that the County will be pursuing 30-day lease agreements with all tenants once existing leases expire on December 31, 2021;
- An alleged statement of Director of County Airports Eric Peterson at an October 5, 2021 County Airport Commission meeting that the County will only be offering lease agreements to four tenants of the Reid-Hillview airport, which will be on a month-to-month basis, and that the leases with five other tenants will expire and not be renewed at the end of the year; and
- Information received from users of Reid-Hillview airport and from users of the San Martin airport which indicate that the County is moving forward with a ban on the use of leaded aviation fuel, termination of leases, and associated conduct.

I. BACKGROUND

The Reid-Hillview airport and the San Martin airport are public-use airports owned and operated by the County. Both are general aviation airports. The Reid-Hillview airport has approximately 124 based aircraft and averages 573 operations per day. The San Martin airport has approximately 34 based aircraft and averages 91 operations per day.

FAA records indicate that the planning and development of the Reid-Hillview airport and the San Martin airport have been financed, in part, with funds provided by the FAA under the Airport Improvement Program (AIP), authorized by the Airport and Airway Improvement Act of 1982 (AAIA), as amended, 49 U.S.C. § 47101, *et seq.* Between 1983 and 2011, the County received approximately \$6.8 million in Federal airport development assistance. Additionally, a majority of Reid-Hillview Airport was purchased using Federal Aid to Airports (FAAP) or Airport Development Aid Program (ADAP) funds.

The San Martin airport has also received Federal airport assistance. Between 1984 and 2021, the County received approximately \$4.6 million in Federal assistance for the San Martin airport. Both airports are federally obligated.

a. Applicable Federal Law and Policy

The Federal role in civil aviation is established by various laws, some of which authorize programs that provide Federal funds and other assistance to local communities for the development of airport facilities. In each such program, the airport sponsor assumes certain obligations, either by contract or by restrictive covenants in property deeds and conveyance instruments, to maintain and operate its airport facilities safely and efficiently and in accordance with specified conditions. Commitments assumed by airport sponsors in property conveyance or grant agreements are important factors in maintaining a high degree of safety and efficiency in airport design, construction, operation and maintenance, as well as ensuring the public fair and reasonable access to the airport.

b. The Airport Improvement Program (AIP)

Federal statutory law, 49 U.S.C. § 47101, *et seq.*, provides for Federal airport financial assistance for the development of public-use airports under the AIP established by the AAIA. As a condition precedent to providing airport development assistance under AIP, the FAA must receive certain assurances from the airport sponsor. These assurances are set forth in statute, 49 U.S.C. § 47101, along with additional assurances that are part of the grant agreement.

The FAA has statutory authority to enforce compliance with the sponsor assurances, including the power to seek judicial enforcement. 49 U.S.C. § 47111(f). FAA Order 5190.6, *FAA Airport Compliance Manual* (Order), provides the policies and procedures to be followed by the FAA in carrying out its functions related to compliance and enforcement.

Upon acceptance of an AIP grant, the assurances become a binding contractual obligation between the airport sponsor and the Federal Government. The assurances made by airport sponsors in AIP grant agreements are important factors in maintaining a viable national airport system and a safe and efficient national airspace system.

• Grant Assurance 22

FAA Grant Assurance 22 provides, in relevant part:

- a. [An airport sponsor] will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
* * *
- d. Each air carrier using the airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. [The airport sponsor] will not exercise or grant any right or privilege which operates 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, repair, and fueling] that it may choose to perform.

- f. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- g. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- h. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- **Grant Assurance 23**

FAA Grant Assurance 23 provides, in relevant part:

[The airport sponsor] will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

The Order explains that “[t]he exclusive rights prohibition does not apply to services provided by the sponsor itself. The airport sponsor may elect to provide any or all of the aeronautical services at its airport, and to be the exclusive provider of those services. A sponsor may exercise –but not grant – the exclusive right to provide any aeronautical service. This exception is known as the airport’s ‘proprietary exclusive’ right.” Para. 8.5.

- **Grant Assurance 19**

FAA Grant Assurance 19 provides, in relevant part:

The airport and all facilities which are necessary to serve the aeronautical users of the airport Shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation.

II. FACTS AND ALLEGATIONS

1. On August 17, 2021, the County Board of Supervisors held a meeting at which they unanimously voted to support two related resolutions¹:

¹The County of Santa Clara commissioned a study of the impact of leaded aviation fuel on blood lead levels (BLLs) of children living in the vicinity of the Reid-Hillview airport. The study was completed on August 3, 2021 and concluded that it is statistically probable that the BLLs increased with proximity to the Reid-Hillview airport, particularly downwind from the airport. The Report made no similar findings with respect to San Martin airport. The report has not been peer-reviewed or independently verified, including with respect to other potential sources of the lead exposure.

- a. Resolution 36: to “take all actions necessary to transition to carrying only lead free gas at both County airports as soon as possible with the understanding that the sales of leaded gas will not be permitted at either County airport after December 31, 2021 except for emergency operations.”
 - b. Resolution 37: to “direct Administration and County Counsel to take such actions as may be necessary to expeditiously eliminate lead exposure from operations at Reid-Hillview Airport, consistent with all established federal, state, and local laws and all court orders. Such actions may include, but are not limited to, both prohibiting the sale or use of leaded fuel, and pursuing any and all available paths to early closure prior to 2031.”
2. The FAA has not received a request for approval from the County regarding its plans to ban the sale and use of 100LL at the two airports. The FAA has not approved the County’s restrictions. It appears the County is unilaterally moving forward with its plans to ban the sale and use of 100LL at the airports without the input, advance notice, or prior approval of the FAA.
3. On October 8, 2021, two major tenants and a private pilot operating from the Reid-Hillview airport submitted a letter to the FAA. The tenants state that the County is terminating all long-term leases with existing FBOs and taking over all fuel operations and will no longer sell leaded fuel at the airport. The tenants claim the prohibition of the sale of leaded fuel is unreasonable and higher performance planes will have to re-fuel elsewhere. They also raises safety issues regarding the County’s expertise and qualifications to run fuel operations.

The tenants assert the termination of all long-term leases is unreasonable. They claim the County’s offer of month-to-month leases presents difficult challenges for airport tenants seeking financing, hiring employees, getting new students and making investments. The tenants also complain that they airport is not being properly maintained and the poor services may be a “*de facto*” closing of the airport. The tenants assert that they cannot even sell their businesses due to the uncertainty regarding their tenancy at the airport under month-to-month leases.

4. On October 18, 2021, a group of pilots and other interested persons operating at the San Martin airport submitted a second letter to the FAA. The letter stated that the County’s ban on the sale of 100LL fuel at the San Martin airport would be unjustly discriminatory because approximately 40% of the aircraft can only use 100LL fuel. Those aircraft would be unable to fuel at San Martin and would have to fuel elsewhere. This would be inefficient, result in additional expense, and result in additional lead exposure caused by the unnecessary fueling trip. The letter also raised safety concerns, including aircraft fuel exhaustion caused by being unable to re-fuel at San Martin. The letter was signed by 37 persons.
5. At both airports, until the Federal Government certifies the use of unleaded fuel in all aircraft, the County may not ban or phase out leaded fuel or take any actions related to fuel that would conflict with or undermine Federal law and airport access consistent with

the grant assurances. The County may work in cooperation with users to increase use of unleaded fuels. However, the ban on the use of leaded fuel constitutes a probable violation of Grant Assurance 22, which provides the County “will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities....”

6. At the Reid Hillview airport, the FBO lease terminations and failure to enter into long-term leases with the FBOs constitutes probable violations of Grant Assurance 22. Grant Assurance 22 requires the County to “make the airport available as an airport for public use on reasonable terms . . . to all types . . . of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.” An offer of month-to-month leases to tenants who previously had long-term leases may not comply with Grant Assurance 22.
7. With respect to the County’s desire to exercise its proprietary exclusive rights as an FBO, the County must be able to demonstrate that it is ready, willing, and able to provide the full range of services that the current FBOs are providing on or before the date that the leases for the private FBOs have been terminated. The County must demonstrate that there will be no break in FBO services at Reid-Hillview Airport. The County must provide assurance that once it involuntarily removes the private FBOs, it will continue to provide such services on similar terms. The County is not permitted to exercise its right to provide exclusive FBO services as a strategy to ban the sale of leaded fuel, close or materially restrict airport operations and access.
8. The County may exercise an exclusive right to operate FBO services, but it may not grant an exclusive right. In order to exercise an exclusive right, the County is required to use its own employees to provide the FBO services and may not use contractors. The use of third parties would constitute a violation of Grant Assurance 23 and the prohibition on exclusive rights contained in 49 U.S.C. § 40103(e).
9. The FAA has no knowledge that the County currently possesses any experience or expertise in operating a full-service FBO. The County must demonstrate such expertise.
10. The use of contractors by the County to provide FBO services on an exclusive basis may constitute a *de facto* grant of an exclusive right to those contractors.
11. On August 27, 2019, October 18, 2019, February 28, 2020, and February 19, 2021 the FAA provided letters to the County regarding a number of critical safety issues at the Reid Hillview Airport; issues that remain unresolved. In addition, in May 2020, FAA provided the County with a written Runway Safety Action Plan following a March 10, 2020 Local Runway Safety Action Team (LRSAT) meeting held at RHV. These letters and the March 2020 Runway Safety Action Plan are attached.

FAA's safety concerns are outlined in the referenced letters and the March 2020 Runway Safety Action Plan are summarized as follows:

- FAA raised concerns over weed abatement. This continues to be an ongoing concern due to overgrown vegetation obscuring key airfield signage.
- FAA raised concerns over non-standard airfield. Airfield signs, in good condition and disposition, are critical components in maintaining airfield safety and operational efficiency. However, numerous airport signs do not meet standards. Faded sign panels were found throughout the airfield. Delamination is occurring in some of the faded panels. FAA recommend that the County develop a Sign Replacement Program to ensure future compliance in the most efficient and cost effective manner.
- FAA noted Canada geese droppings were found at the approach end of Runway 13R. Canada geese represents a significant hazard to the flying public. FAA recommended that the County take immediate action to reduce the potential for airstrikes with Canada geese around RHV.
- FAA noted that three helicopter pads located near the self-service fuel pumps, marked on the airport as established heliports, do not meet the minimum FAA and State design standards for a designated heliport and must be removed or remarked.
- FAA noted that the Runway Safety Area (RSA) prior to the approach ends of Runways 31R and 31L do not meet the minimum design standards described in Advisory Circular 150/5300-13A, Airport Design. The RSA for Runway 31R is currently cleared out to 147 feet and 161 feet for Runway 31L.
- FAA noted that Visual Approach Slope Indicators (VASIs) for 31R are inoperative and were replaced with Precision Approach Path Indicators (PAPIs). Because the VASIs are no longer functional they should be removed as soon as possible.
- FAA noted that the segmented circle visual indicator system is missing traffic pattern indicators for Runway 31L/13R.

- FAA noted that gate access played a role in the vehicle deviations that occurred since last RSAT. Unauthorized access to the airfield by drivers has been an issue.
- During the March 2020 LRSAT, hot spots were discussed using data collected since 2015. Google map overlay with specific points of where the incidents occurred were used as references to highlight problematic areas. The collection of the data showed that events continue to occur at the three hotspot areas. Discussion followed with ways to reduce surface events at hotspot locations
- During the March 2020 LRSAT, non-standard airfield layout (geometry), pilot confusion over location and movement on airport pavements (signs and markings) and lack of visibility of signs and markings (airfield maintenance / weed abatement) were raised in FAA's letters and were extensively explored. Consensus on addressing many of these items was not reached because the County expressed concern over identifying improvements that would require substantial funding. *See March 10, 2020 Runway Safety Action Plan Section V-D, Surface Safety Issues for additional discussion.*

III. ISSUES UNDER INVESTIGATION

The issues under investigation include, but are not limited to the following:

- Whether the County's ban on the sale and use of leaded fuel at both County airports violates Grant Assurance 22.
- Whether the County's ban on the sale and use of leaded fuel violates 49 U.S.C. § 47107(a).
- Whether the County's ban on the sale and use of leaded fuel violates the commerce clause to the U.S. Constitution.
- Whether the County's ban on the sale and use of leaded fuel is precluded under the Clean Air Act, 42 U.S.C. § 7573.
- Whether the County's actions to terminate leases with certain tenants of the Reid-Hillview airport and enter into month-to-month leases with other tenants of the Reid-Hillview airport violates Grant Assurance 22.
- Whether the County's plans to become the exclusive provider of fuel at the airports and only sell 94UL fuel violates Grant Assurance 22.
- Whether the County's failure to remedy multiple unsafe conditions as outlined in FAA letters referenced above violates Grant Assurance 19.
- Whether any of the actions taken by the County, as described herein, violate an assurance, pledge, commitment, promise or deed restriction resulting from or relating to the purchase of airport land with Federal grant funds.

IV. OPPORTUNITY TO RESPOND

The County is requested to reply to this Part 13 Notice no later than 10 days from its service. The FAA invites demonstrable good faith actions by the County to resolve informally the matters that are addressed in this Notice. Please review these complaints and provide your response to the allegations and the status of any efforts to resolve these complaints.

Additionally, FAA is requesting a copy of the following:

- The proposed Rental Agreement(s) that the County proposes to issue to tenants on both RHV and E16 once their current lease expires.
- One (1) year's-worth of fuel logs, for both RHV and E16, which includes aircraft identification and a copy of the County's fueling quality control plan.
- All property records related to land granted to the County from the United States or purchased or acquired by the County using funding from the United States (collectively "Land Grants"). Such records shall include copies of deeds, contracts for sale or purchase, any document related to restrictions, assurances or pledges made by or agreed to by the County in consideration of such Land Grants including, but not limited to, resolutions or ordinances passed by the County Commission as part of, or related to, their acceptance of such land transfers and/or funding. For purposes of this request the term "County Commission" shall include the Commission, any committee thereof or any County board or authority having jurisdiction with regard to the airport.

If you have any questions concerning this letter, please contact either Brian Armstrong, FAA Manager, Safety and Standards Branch, at 424-405-7303 or Laurie Suttmeier, Manager, FAA San Francisco Airports District Office, at (650) 827-7600.

Sincerely,

MARK A MC
CLARDY
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MARK A MC CLARDY
Date: 2021.12.22
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Mark A. McClardy
Director, Airports Division
Western-Pacific Region

Attachments:

August 27, 2019, FAA RHV Site Visit Letter
October 18, 2019, FAA letter to Board of Supervisors President Joe Simitian
February 28, 2020, FAA letter to Board of Supervisors President Joe Simitian
March 10, 2020, FAA Runway Safety Action Team Action Plan
February 19, 2021, FAA letter to the Board of Supervisors
October 8, 2021, RHV Complaint Letter (Gyger, Watson, McDonald)
October 18, 2021, E16 Complaint Letter (Marshall, Neal, and Other E16 Pilots)
December 13, 2021, Aviation Industry Groups Complaint Letter

CC (*Without Attachments*):

Laurie J. Suttmeier, Manager, FAA, San Francisco Airports District Office
Kevin C. Willis, Director, FAA Office of Airport Compliance and Management Analysis
Walt Gyger, Tradewinds Aviation walt@tradewindsaviation.com
Josh Watson, AeroDynamic Aviation josh.watson05@gmail.com
Michael McDonald, Pilot (Michael.mcdonald@ieee.org)
Paul Marshall, South County Airport Pilots Association pmarshall96037@gmail.com
Mark Baker, Aircraft Owners and Pilots Association mark.baker@aopa.org
Jack J. Pelton, Experimental Aircraft Association jpelton@eaa.org
Peter J. Bunce, General Aviation Manufacturers Association pbunce@gama.aero
James Viola, Helicopter Association International president@rotor.org
Timothy Obitts, National Air Transportation Association tobitts@nata.aero
Ed Bolen, National Business Aviation Association ebolen@nbaa.org



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

777 S. Aviation Blvd., Suite #150
El Segundo, CA 90245

January 4, 2022

County of Santa Clara
County Airports Administration
ATTN: Mr. Eric Peterson
2500 Cunningham Ave
San Jose, CA 95148

Subject: Additional Complainants to FAA's Notice of Informal Investigation

Dear Mr. Peterson,

This letter is to inform you that the Federal Aviation Administration (FAA) has received additional complaints from airport tenants related to the alleged violations of grant assurances at the Reid-Hillview Airport (RHV) and the San Martin Airport (E16) since our December 22, 2021 letter was sent to the County of Santa Clara (County).

The following parties have been added to our Part 13 investigation:

- Glynn P. Falcon, Law Offices of Glynn Falcon
- Squadron 2 Flying Club
- Michael McClellan, Aperture Aviation
- Jeffrey M. Marconet, JMM Aviation, LLC
- Stephen McHenry, President, San Martin Neighborhood Alliance

In addition to the requested information contained in our December 22, 2021 letter, we would ask that you provide the following documentation:

- An update on the date that the County is proposing to begin fueling operations at RHV and E16.
- Documentation supporting the submittal of, or copies of the applicable licenses and permits that the County obtained for the purpose of selling aviation fuel to the public.
- Please include information on any training that County staff received to ensure safe aviation fueling operations at both RHV and E16.

If you have any questions concerning this letter, please contact Laurie Suttmeier, Manager, FAA San Francisco Airports District Office, at (405) 666-1073.

Sincerely,

MARK A MC
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Mark A. McClardy
Director, Airports Division
Western-Pacific Region

cc: Laurie J. Suttmeier, Manager, FAA, San Francisco Airports District Office
Kevin C. Willis, Director, FAA Office of Airport Compliance and Management Analysis
Glynn P. Falcon, Law Offices of Glynn Falcon
Squadron 2 Flying Club
Michael McClellan, Aperture Aviation
Jeffrey M. Marconet, JMM Aviation, LLC
Stephen McHenry, San Martin Neighborhood Alliance

From: [Peterson, Eric](#)
To: [Gallegos, Sylvia](#); [Yan, Jerett](#); [Cheleden, Christopher](#); [LoPresti, Tony](#); [Williams, James](#)
Cc: [Freitas, Harry](#)
Subject: FW: Questions Concerning The Sale Of Aviation Fuel at RHV and E16
Date: Monday, January 10, 2022 10:21:50 AM

This just arrived.

From: McClardy, Mark (FAA) <Mark.McClardy@faa.gov>
Sent: Monday, January 10, 2022 10:14 AM
To: Peterson, Eric <Eric.Peterson@rda.sccgov.org>; Freitas, Harry <harry.freitas@rda.sccgov.org>
Cc: Choi, Amy L (FAA) <Amy.L.Choi@faa.gov>
Subject: [EXTERNAL] Questions Concerning The Sale Of Aviation Fuel at RHV and E16

Good morning Eric and Harry,

We are receiving reports that the County of Santa Clara (County) has ended the sale of 100 LL at both Reid Hillview and San Martin Airports (RHV) and (E16) and have started selling only 94 UL.

We understand that the County is in the process of responding to the questions proposed in our Part 13 investigation letters, dated December 22, 2021 and January 4, 2022; however, given the timing of the aforementioned reports can you respond to the following questions via email. I would appreciate a response ASAP but no later than close of business tomorrow:

1. Please confirm what date the County stopped allowing for the sale of 100 LL at RHV and E16?
2. Please confirm whether the County is currently the sole aviation fuel provided for RHV and E16 and confirm what type of fuel the County is selling.
3. Please confirm, whether or not, the County has acquired the permits and licenses needed for it to a fuel provider at both RHV and E16. Please provide our office with a copy of said permits and licenses.
4. Please confirm what training the County has provided staff to ensure that they are properly trained as a fuel provider.
5. If the County is opting for a self-fueling arrangement please tell us what controls are in place to ensure that a transient pilot with a high performance aircraft does not fill their plane with 94 UL.

I have asked Amy Choi, Assistant Manager, San Francisco Airports District Office, to visit RHV this week to conduct a site inspection of the County's aviation fueling operation. Please provide a day/time that you, or a member of your staff, can escort Amy onto the airfield. I have cc'd Amy on this email so please feel free to reach out to her directly at (405)666-1063 or at Amy.L.Choi@faa.gov.

Finally, can you confirm whether the County has completed its peer review process for the lead study that was approved by the County Board of Supervisors in August 2021?

If you have any questions, please let me know.

Thanks,

Mark A. McClardy
Director, Airports Division
Office of Airports, Western Pacific Region
(424) 405-7300

**OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF SANTA CLARA**

Jeffrey V. Smith
COUNTY EXECUTIVE

County Government Center
70 West Hedding Street
East Wing, 11th Floor
San Jose, California 95110-1770

(408) 299-5105



**OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA**

James R. Williams
COUNTY COUNSEL

County Government Center
70 West Hedding Street
East Wing, 9th Floor
San Jose, California 95110-1770

(408) 299-5900

January 11, 2022

SENT VIA EMAIL AND CERTIFIED MAIL

Mark McClardy
Director, Airports Division, Western-Pacific Region
Federal Aviation Administration
777 S. Aviation Blvd., Suite #150
El Segundo, CA 90245

Re: Response to Notice of Informal Investigation Under 14 C.F.R. § 13.1.

Dear Director McClardy:

This letter is in response to your Notice of Informal Investigation Under 14 CFR § 13.1, dated December 22, 2021, your supplemental letter dated January 4, 2022, and your email dated January 10, 2022 to Eric Peterson, Director of Airports. The County takes seriously its obligation to comply with all applicable laws, regulations, and grant assurances in the operation of Reid-Hillview Airport (RHV) and San Martin Airport (“E16”) (collectively, “County Airports”).¹ We appreciate the opportunity to respond to the Federal Aviation Administration’s (FAA) concerns. The County’s intention is to protect the communities surrounding the County Airports, while providing for continued aviation infrastructure in Santa Clara County in a manner consistent with the County’s federal obligations. The County welcomes the FAA’s partnership in striking that balance.

The County is committed to ending the threat of lead exposure to its residents. To this end, since 2000, the County has played a leading role in successful and groundbreaking litigation against lead paint manufacturers to remedy harms from lead exposure. The County is equally determined to eliminate lead exposure from the largest remaining source of aerial lead emissions,

¹ We interpret your request for “all property records related to land granted to the County from the United States or purchased or acquired by the County using funding from the United States” to refer to the County Airports. Neither RHV or E16 were constructed on land acquired from and/or granted to the County from the United States. Property records for the acquisition of RHV, the only County airport for which the FAA provided funds to assist with purchase, are included as Exhibit A.

Letter to Mark McClardy, Director, Airports Division, Western-Pacific Region

Re: Response to Notice of Informal Investigation Under 14 C.F.R. § 13.1

January 11, 2022

Page 2 of 12

leaded aviation fuel (“avgas”). Due to its urban location and the volume and nature of its operations, RHV poses one of the highest lead exposure risks of any general aviation airport in the nation. To address this public health crisis, the County has recently issued fueling permits to fixed base operators (FBOs) at RHV that authorize the use of four County-owned fuel tanks exclusively for unleaded fuel and prohibit the permittees from storing, selling, or distributing leaded fuel at County Airports. This limited, but important, action is consistent with all applicable laws, regulations, and contracts.

The following provides a summary of the principal allegations raised in your correspondence and our summary responses, with further detail provided in the letter below:

- **Allegation:** The County is improperly banning the use of leaded fuel at the County Airports.

County Response: The County has not banned the use of leaded fuel at the County Airports.

- **Allegation:** The County is improperly banning the sale of leaded fuel at the County Airports.

County Response: Each of the five FBOs selling fuel at the County Airports uses a County-owned fuel tank. Using its proprietary authority over these County-owned fuel tanks, the County has negotiated fuel permits to require that only unleaded avgas is being sold from these tanks. Permittees are prohibited from storing, selling, or distributing leaded fuel at County Airports. The County’s goal in negotiating these terms with the FBOs is to promote the use of unleaded avgas at County Airports to protect nearby populations from lead poisoning. The County’s actions are consistent with 49 U.S.C. § 47107(a), the Commerce Clause of the U.S. Constitution, the Clean Air Act, and all applicable grant assurances with the FAA, including the County’s obligation to provide access to the County Airport on a reasonable basis and without unjustly discriminatory terms.

- **Allegation:** The County did not request the FAA’s approval to prohibit the sale of leaded fuel.

County Response: The County is not required to seek the FAA’s approval for the action it has taken.

- **Allegation:** The County is only offering month-to-month leases to existing FBOs at RHV.

County Response: The County has taken appropriate action to enter into new leases with prior existing FBOs to improve the financial stability of the airport

Letter to Mark McClardy, Director, Airports Division, Western-Pacific Region

Re: Response to Notice of Informal Investigation Under 14 C.F.R. § 13.1

January 11, 2022

Page 3 of 12

enterprise fund. After good-faith negotiations between the County and existing FBOs, each of the existing FBOs agreed to new leases, with one-year terms.

- **Allegation:** The County is *de facto* closing RHV.

County Response: The County's actions do not *de facto* close RHV. To the contrary, RHV is fully operational with four FBOs providing services. The only difference is that FBOs are exclusively selling unleaded avgas.

- **Allegation:** The County has not demonstrated its readiness to act as the proprietary exclusive provider of fuel at the County Airports.

County Response: The County is not operating as a proprietary exclusive provider of fueling services at either County Airport, and any plans to do so are still preliminary in nature. The County will comply with all rules and regulations, obtain all necessary permits, and ensure that staff are properly trained if it moves forward with exercising its right to act as the exclusive provider of fueling services. The County does not intend—and has never stated an intention—to operate a “full-service FBO.”

- **Allegation:** The County has not addressed the runway and signage safety issues at RHV identified in prior letters from the FAA to the County.

County Response: As detailed in the County's letters to the FAA on November 8, 2019 and October 1, 2021, the County is taking action to address the alleged runway and signage safety issues that the FAA has raised in the past. To date, the FAA has neither objected nor responded to the County's clear articulation of the actions it is taking to address these alleged issues.

The following provides further information on our actions relevant to the issues raised in your letters and email. We will provide the exhibits referenced electronically by separate cover in light of the number and length of the documents contained therein. Please let us know if you have trouble accessing the documents. Due to the expedited timeframe for this response, we are still reviewing our records to determine whether the County has additional documents responsive to your requests. We will provide additional documents as they become available.

I. Leaded Avgas is Causing a Public Health Crisis in Santa Clara County and Across the Nation

Emissions from piston engine aircraft collectively account for about 70% of lead released domestically into the atmosphere. This lead settles in the surrounding community and can cause severe and irreversible harm to the nervous, cardiovascular, immune, and reproductive systems of people living in surrounding areas. Lead exposure is also linked to anemia, increased blood pressure, and an increased risk of cancer and death. Children are particularly susceptible to harm

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from lead poisoning. The U.S. Environmental Protection Agency (EPA) has determined that any level of lead in the blood leads to adverse health effects, and that there is *no* safe level of lead in the blood. While lead exposure from avgas affects millions of people across the nation, RHV has one of the highest lead exposure risks in the nation due to its location and the nature of its operations. Additionally, the communities surrounding RHV are particularly vulnerable to the dangers of lead poisoning. Together, these factors make RHV one of the most severe risks in the nation for lead exposure from avgas.

A. Reid-Hillview Airport Poses One of the Most Severe Exposure Risks from Leaded Avgas of Any Airport in the Nation

RHV is one of the busiest general aviation airports in the nation. In 2017, it ranked 24th nationally in general aviation operations. As RHV's runways can only accommodate smaller aircraft, most of the air traffic consists of lead-emitting piston engine aircraft. Consequently, the EPA found that *RHV emitted 745 pounds of lead in 2017, placing it in the highest 1.5% of landing facilities in the FAA's National Plan of Integrated Airport System in terms of annual lead emissions.* These emission levels place RHV amongst the top sources of airport-based lead emissions in the United States.

The lead emitted from RHV operations is more likely to be deposited in the neighborhoods immediately surrounding the airport due to the nature of operations at RHV. One of the largest uses at RHV is flight training, with several flight training programs operating directly out of the airport. Flight training using leaded avgas powered aircraft is especially dangerous to surrounding communities because training pilots often make numerous take-offs and landings, circle the airport in a pattern at relatively low altitudes, and consequently operate closer to the airport. Accordingly, the lead and other pollutants from such operations are more likely to be deposited in the airport's vicinity.

Lead deposited near RHV is more likely to poison people than lead emitted at most other airports due to RHV's location in a densely populated urban area. RHV is only four miles from the heart of San José, the 10th largest city in the nation, and is surrounded by built-out residential neighborhoods where the population density is almost five times higher than the rest of Santa Clara County. An estimated 52,450 people live within a 1.5-mile radius of the airport, including about 12,805 children; and an estimated 31,982 people live within one mile of the airport, setting it apart from the vast majority of other airports in the nation. The combination of a high-volume of operations by leaded avgas powered aircraft and high population density create a particularly high risk of lead exposure. *Even with an extraordinarily high population density around the airport, among the 150 highest lead-emitting airports, RHV's ratio of lead emissions per person living within a one-mile radius is the third-highest in the nation, and is over ten times the median (see fig. 2).* These estimates may understate the actual risk as they do not account for persons who live more than 1.5 miles from the airport but spend time near the airport for work, school, or other reasons. For example, *there are 21 schools and childcare centers located within 1.5 miles of the airport.*

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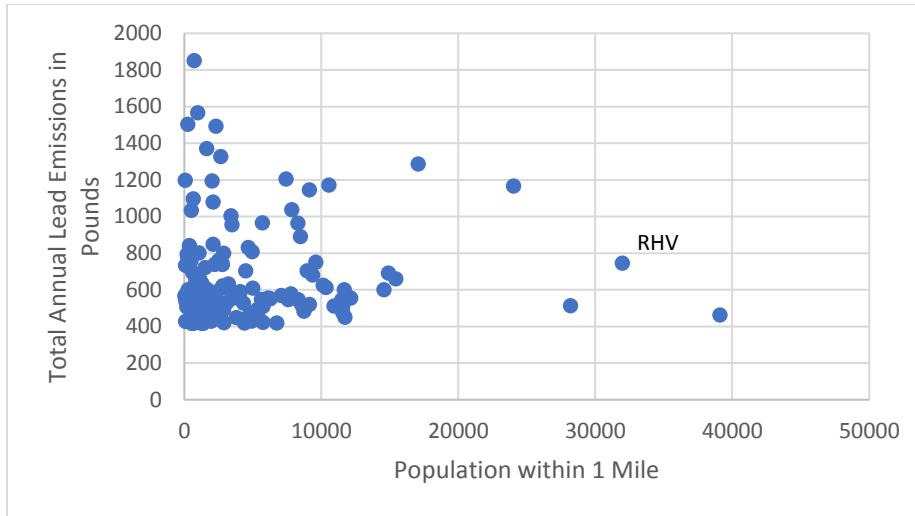


Figure 1 Annual lead emissions and population for top 150 airports by lead emissions

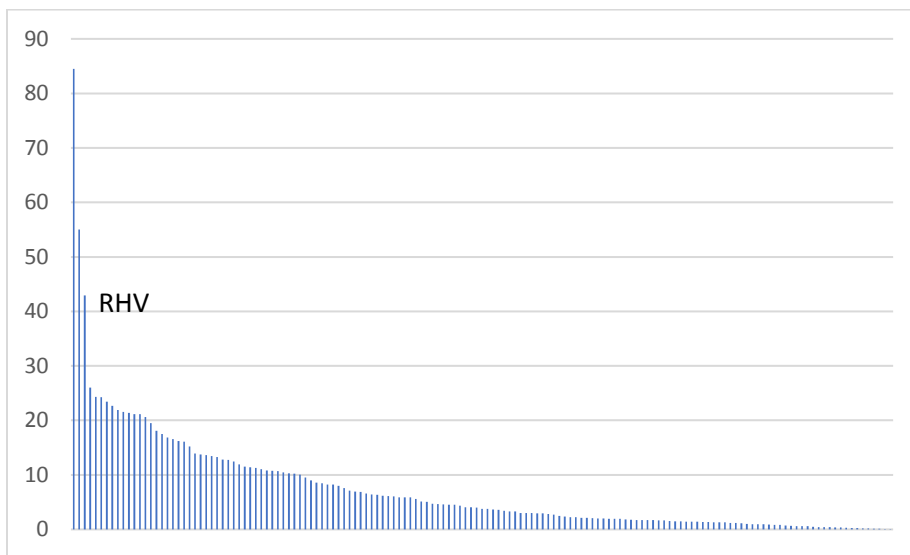


Figure 2 Persons within one mile per pound of lead emissions for 150 highest lead emitting airports

Multiple factors make the communities near RHV more vulnerable to lead poisoning, and underscore why this is one of the most urgent environmental justice crises in the nation. **More than 99% of the population living within 1.5 miles of RHV identifies as nonwhite, and 79% speak a primary language other than English at home.** More than one in four (27%) people in the four zip codes near and around RHV live below 200% of the federal poverty line. Residents of East San José, where RHV is located, also have higher rates of mortality related to cancer, Alzheimer’s disease, strokes, diabetes, and hypertension when compared to other areas of San José and Santa Clara County, and lower rates of health insurance. These conditions can exacerbate the effects of lead poisoning, and prevent individuals from accessing proper information, care, and treatment for lead poisoning.

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B. A Peer-Reviewed Study Shows that Reid-Hillview Aviation is Responsible for Increased Prevalence and Severity of Childhood Lead Exposure in the Surrounding Neighborhoods

The lead exposure from aviation at RHV is well documented. In August 2021, the County released a study (“Zahran Study”) conducted by Dr. Sammy Zahran, a leading expert on the economic, health, and social costs of pollution and environmental risks, that provides a detailed and robust account of the effects of RHV’s operations on blood lead levels in local children.² The study examined over 300,000 blood lead test results collected by the California Department of Public Health (CDPH) over a 10-year period. The extensive data the study analyzed allowed for it to control for variables such as other sources of exposure to lead and demographic factors. Prior to its completion—and contrary to the assertion in your December 22, 2021 letter—two independent leading experts peer reviewed the study and confirmed the validity of the study’s methodology and its results.³

The Zahran Study found higher blood lead levels in children living near RHV based on a variety of metrics. Children within 0.5 miles of RHV have blood lead levels that are about 0.2 µg/dL higher than statistically similar children more distant from RHV. Wind patterns affect where the airborne lead released from piston-engine aircrafts is deposited. Sampled children residing predominately downwind of RHV present with blood lead levels that are 0.4 µg/dL higher as compared to sampled children residing predominately upwind of RHV. Indeed, children living downwind of the airport were 200% more likely than children residing upwind of the airport to have a blood lead level greater than 4.5 µg/dL, the threshold value that CDPH uses when testing for childhood lead poisoning. The gravity of these results constitutes a public health crisis. ***In fact, the study found that living downwind of RHV is associated with childhood blood lead level increases comparable to those from the Flint water crisis, and that children living within half a mile of the airport during periods of maximum piston-engine aircraft traffic had blood lead level increases nearly twice the amount that occurred during the Flint crisis.***

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² A full copy of the study is available at <https://news.sccgov.org/sites/g/files/exjcpb956/files/documents/RHV-Airborne-Lead-Study-Report.pdf>.

³ The peer reviewers were Dr. Rebecca Anthopolos, an Assistant Professor in the Division of Biostatistics within the Department of Population Health at New York University Grossman School of Medicine, who has published on the risk of early childhood lead exposure in relation to aviation gasoline and Dr. Mark Cullen, a retired professor of Medicine, Epidemiology, and Biomedical Data Sciences at Stanford University, where he served as the Founding Director of the Center for Population Health Sciences, and as Senior Associate Dean for Research for the School of Medicine. Their comments on the Zahran Study are available upon request.

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C. Sale of Leaded Avgas at Reid Hillview Contributes to Increased Prevalence and Severity of Childhood Lead Exposure in the Surrounding Neighborhoods

The Zahran Study specifically found that blood lead levels of sampled children increase linearly with the quantity of aviation gasoline sold to fixed-base operators at RHV, other factors held equal. A change in the quantity of aviation gasoline sold from the observed minimum to the maximum is associated with an increase in child blood lead levels by about 0.18 µg/dL.⁴ This calculated difference is equivalent to about 50% of the estimated surge in child blood lead levels at the height of the Flint water crisis.

II. Limiting the Use of County-Owned Tanks to Unleaded Fuel at County Airports and Prohibiting the Sale and Distribution of Leaded Fuel is a Reasonable Measure to Ensure Safe Operation of the Airports and Protect Surrounding Communities

In response to this public health crisis, the County of Santa Clara Board of Supervisors directed County Administration to take all actions necessary to transition both County Airports as soon as possible to selling only lead-free avgas. The four FBOs providing fuel at RHV and the FBO providing fuel at E16 each use a County-owned tank. In negotiating the agreements for usage of these tanks, the County has issued Fuel Permits that limit the tanks to storage of unleaded fuel. While the Fuel Permits vary somewhat, each of the Permittees is effectively prohibited from storing, selling, or distributing leaded fuel at County Airports.⁵ The Fuel Permits are consistent with all applicable federal, state, and local laws, regulations, and grant assurances.

As you acknowledge in your letter, the County has the authority to work in cooperation with users to increase use of unleaded fuel. Transitioning these five County-owned fuel tanks to use exclusively for unleaded fuels and prohibiting the storage, sale, and distribution of leaded fuel at County Airports by FBOs using those tanks are important steps to promote usage of unleaded avgas at County Airports. Indeed, a substantial portion of the aircraft operating out of RHV can use commercially available unleaded avgas, and some have already transitioned to unleaded avgas. Increasing the consumption of unleaded avgas rather than leaded fuel by these aircraft will reduce lead emissions near County Airports and lead exposure in the surrounding communities. Cost and availability of unleaded avgas pose significant barriers to more widespread adoption. Making unleaded fuel the most convenient option for fueling at County Airports will incentivize adoption among the aviation community. Additionally, increasing the supply of unleaded avgas in the Bay Area will allow manufacturers and transporters to better utilize economies of scale, reducing prices for unleaded avgas.

⁴ Zahran Study at 45.

⁵ The Fuel Permit for the E16 FBO does not expressly prohibit the sale or distribution of leaded avgas, but allows the County to require that the FBO sell unleaded avgas once it becomes available. Because unleaded avgas is currently available at E16, the FBO is complying with the requirement in its Fuel Permit to sell unleaded avgas.

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Negotiating the terms of use for five County-owned fixtures by County tenants is entirely a proprietary action.⁶ Contrary to suggestions in your December 22nd letter, the County has not prohibited the use of leaded fuel at County Airports; it has only prohibited the storage, sale, and distribution of leaded fuel at County Airports by FBOs. These five County tanks were not purchased using any federal funds, nor are they subject to any other contractual restrictions implicated by the County's actions. The County is entitled to use them for any lawful purpose, including promoting the use of unleaded fuel at the County Airports. This includes conditioning their usage on an agreement from FBOs not to store, sell, or distribute leaded fuel on County Airports. After good faith negotiations, the FBOs selling avgas voluntarily agreed to this term of use.

The County's Fuel Permits are consistent with the County's obligations to provide access to the County Airport on a reasonable basis and without unjustly discriminatory terms.⁷ The County has not prohibited access to aircraft unable to use unleaded fuel at County Airports; many such aircraft are currently operating out of both County Airports. While limiting the use of the five County-owned fuel tanks to unleaded fuel does make accessing leaded avgas at County Airports less convenient, this promotes the use of unleaded avgas. Aircraft operators who want to purchase leaded avgas can do so from multiple commercial operators a short distance from both RHV and E16. The County is unaware of any federal obligation that requires it to ensure that leaded avgas is commercially provided at the County Airports. Moreover, the County has not taken any action to ban self-fueling with leaded fuel. Finally, the County has a protocol in place to ensure that aircraft can quickly access leaded fuel for emergency purposes, such as if an aircraft that is only able to use leaded avgas becomes stranded at one of the County Airports.

In contrast to this incidental inconvenience on lead fuel users, the Zahran Study demonstrated a strong correlation between the volume of leaded avgas sales at RHV and increased blood lead levels in children living near RHV. Reducing the blood lead levels of children in the communities surrounding RHV can mitigate the severe and irreversible health effects of lead exposure. Indeed, any reduction in use of leaded avgas results in lower blood lead levels among nearby residents. Accordingly, prohibiting the storage, sale, and distribution of leaded avgas by FBOs is justifiable and reasonable—and indeed essential—in light of the harms lead emissions cause to neighboring communities caused by use of leaded avgas.

The Fuel Permits do not violate the Commerce Clause of the U.S. Constitution or Section 233 of the Clean Air Act. The Fuel Permits do not distinguish between intrastate and interstate flights or between California-based and non-California based fuel sellers or aircraft operators. We are unaware of any effect the Fuel Permits may have on interstate commerce. The Fuel Permits do not set any emission standard or regulate the operation or use of aircraft engines. We

⁶ You indicate that the FAA has not received a request for approval from the County regarding its plans. We are unaware of any requirement for FAA preapproval of permits to use County property.

⁷ See Grant Assurance 22, FAA Order 5190.6 (2009), Para. 14.3.

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are also unaware of any authority indicating that the County's actions constitute an "emission standard" under the Clean Air Act.

III. Recent Operational Changes at the County Airports to Improve the Financial Strength of the County's Airport Enterprise Fund Have Not Negatively Impacted Operations at the County Airports

Contrary to the assertions in your letter, recent changes in the FBO leases at RHV are not a *de facto* closure of the airport. In fact, these changes have not resulted in any operational changes at RHV, except for the transition from sale of leaded avgas to unleaded avgas. The new leases as well as the County's ongoing consideration of whether to exercise its proprietary, exclusive right to provide fuel at RHV, are part of the County's long-term strategy to increase revenues and improve the financial position of the County's airport enterprise fund, in addition to promoting the use of unleaded avgas.⁸ We do not expect these measures to have any material adverse effects on the services available at either County Airport.

A. New Leases and Licenses at RHV Starting January 1, 2022 Result in Increased Revenue for the County Airport Enterprise Fund with No Effect on Businesses Operating at RHV

As part of a long-term strategy, the County aligned the termination of all the FBO leaseholds at RHV to expire concurrently on December 31, 2021. Prior to January 1, 2022, the County had nine long-term leaseholders at RHV. In part due to the long-term nature of the leases, the expired leases had very unfavorable terms to the County. Five of the leaseholders provided limited or no aviation services, and instead acted as commercial landlords licensing space to other businesses. The remaining four leaseholders acted as FBOs and provided aviation services.

Approximately three months prior to the December 31, 2021 expiration date for those nine leases, the County initiated negotiations for new leases on financial terms that were more favorable to the County while remaining reasonable for the tenants and assuring no disruption of service at RHV. In addition to incentivizing the use of unleaded fuel, the County's goal in reconfiguring its leaseholds at RHV is to increase revenue, improve service, and establish minimum standards.

With regard to the four FBOs, the County negotiated in good faith for several months and responded to the primary concerns of the FBOs, including providing a one-year term,⁹ market rent discount, and by modifying insurance requirements to meet the requests of the FBOs. The four FBOs at RHV have all voluntarily entered into new leases effective January 1, 2022. That

⁸ The County's most recent analysis of the airport enterprise fund and proposals for revenue enhancement are detailed in the proposed *Santa Clara County Airports Business Plan Reid-Hillview and San Martin Airports*. The Board of Supervisors considered and declined to adopt the plan on December 12, 2018. See <https://countyaairports.sccgov.org/sites/g/files/exjcpb686/files/document/Business%20Plan%20Proposal%202018.pdf>.

⁹ Some existing businesses at RHV had month-to-month tenancies as subtenants of the prior FBOs, and during lease negotiations the County inquired whether additional tenants would be interested in month-to-month tenancies. While some businesses agreed, the four FBOs at RHV indicated that they wished to have one-year leases.

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four FBOs have agreed to these terms in separate negotiations indicates that the County's terms are commercially reasonable, and not unjustly discriminatory.

With respect to the five non-aviation leaseholders, the County's primary concern was that the leaseholders collected substantially more rent from their subtenants than the rent they paid to the County on the outdated long-term leases. These five leases expired on December 31, 2021. The County has executed license agreements with many of the previous subtenants of the prior leaseholders and is continuing to negotiate additional agreements. The County has offered all existing subtenants of the prior leaseholders the same rent amounts that they previously had with the former leaseholders. All subtenants are continuing to operate while license negotiations progress. In addition to capturing the revenue that was previously going to the prior FBOs, the County also expects that directly leasing space at RHV will allow the County to better manage the services available at RHV. The renegotiation of these leases places the airport enterprise fund in a far better financial position and, ultimately, improves the ability of the County to provide for the safe operation of County Airports.

Finally, it is important to note that the template lease and license agreements used at RHV are based upon the lease and license terms that the County requires of its tenants countywide. While certain terms are specific to the context of an airport, the County has not imposed more onerous terms and conditions on lessees and licensees at RHV than it does on a countywide basis. All leases and licenses and Fuel Permits between the County and its tenants and licensees at RHV and San Martin Airport completed as of January 11, 2022 are included as Exhibit B. As previously noted, the County is continuing to negotiate licenses with other former subtenants, and will provide copies of those new licenses upon request.

B. The County has Made Only Preliminary Preparations to Exercise Its Proprietary, Exclusive Right to Provide Fuel at RHV

The County is working towards becoming the proprietary, exclusive provider of fuel at RHV. The County's goal in operating as the exclusive fuel provider is to improve service and safety at RHV and enhance airport enterprise fund revenue. However, the County's plans are still preliminary and there is currently no target date for the County to begin providing fueling service. The County has not granted an exclusive right to sell fuel at any County Airport, nor have there been any recent changes in the FBOs providing fuel at the County Airports, except that they are now selling unleaded avgas consistent with the Fuel Permits. The County is committed to complying with all applicable laws, regulations, and grant assurances in exercising its proprietary, exclusive right to provide fuel at RHV. Prior to exercising this right, the County will make all applicable training records, permits, and licenses available to the FAA.

As the County does not currently sell fuel, the County does not maintain fuel logs that identify specific aircraft or have a fueling quality control plan of its own. The County's Fuel Permits with the FBOs do, however, require the FBOs to maintain more detailed fuel sales records and to comply with several quality control and safety steps in order to assure that fueling

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occurs safely and with high-quality fuel.¹⁰ The County can obtain documentation of compliance with those requirements from the FBOs at the FAA's request. The County does track fuel sales at the County Airports for the purpose of collecting fuel flowage fees. Copies of the County's fuel flowage fee records for 2020 are included as Exhibit C.

IV. The County is Operating Its Airports in a Safe and Serviceable Condition

Although the FAA has raised specific safety issues at County Airports in the past, we are unaware of any outstanding safety issues at either of the County Airports. The County responded to the FAA's earlier safety concerns in letters it sent to the FAA dated November 8, 2019 and October 1, 2021 providing a detailed explanation of actions the County is taking to address the alleged issues, copies of which are included as Exhibit D. The County did not receive a response from the FAA to either of these letters and the FAA has not suggested any disagreement with the County's analysis or plans to further improve safety at County Airports. If the FAA disagrees with the County's actions, it is incumbent upon the FAA to respond to the County's letters and to explain what, if any, deficiencies it perceives. As always, the County stands ready to work with the FAA to ensure that County Airports are operating in a safe and serviceable condition.

Further, the County has taken, and continues to take, action to address safety concerns raised by the FAA to the extent possible. As our November 8, 2019 letter indicates, the County has taken steps to address several of the concerns raised by the FAA and CalTrans (including improving the runway safety area, pavement issues, and correcting markings on a private helipad). Since then, the County has taken additional steps, as summarized in our October 1, 2021 letter, including the following:

- The County's comprehensive RHV Signage Compliance Project is in the final design phase and is progressing on schedule. We will forward the final plans to the FAA for concurrence prior to offering the project for public bid, which is currently anticipated in Spring 2022.
- The County has engaged with the Runway Safety Action Team (RSAT) to identify ways to reduce runway incursions. However, the RSAT did not reach consensus that incursions could be reduced by physical changes to the airfield and the RSAT did *not* recommend any specific changes. As discussed in our October 1, 2021 letter, the RSAT members debated various theories to explain incursion patterns, but did not agree on either a theory or solutions. The County remains open to discussions with the FAA to identify specific, feasible measures that will address safety concerns.

¹⁰ While individual aircraft operators are responsible for determining that they are fueling with appropriate fuels, the leases and Fuel Permits require the FBOs to ensure that fueling operations are carried out in a safe manner. For example, several FBOs have trained staff who are working with operators to ensure that they are aware that the fuel sold at County Airports is unleaded. Additionally, the County is preparing to install additional signage notifying aircraft operators that the fuel sold from the fuel tanks on County Airports is unleaded avgas that may not be suitable for all engines.

Letter to Mark McClardy, Director, Airports Division, Western-Pacific Region

Re: Response to Notice of Informal Investigation Under 14 C.F.R. § 13.1

January 11, 2022

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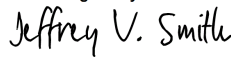
- As discussed in our November 8, 2019 letter, many of the FAA's prior concerns arise from changes in advisory documents related to lighting and signage standards for newly constructed airports, which the FAA typically does not require older existing airports to meet. Due to airfield conditions and geometry at RHV, it is not possible for the County to meet those design standards for new airports. Indeed, several of the non-standard signs were installed with FAA funds following FAA approval based on analysis performed at the time showing that the current placement was the best solution given airfield geometry and conditions. If the FAA has developed additional information indicating a different outcome, please share that information with the County so we can determine if there is an appropriate alternative solution.

V. Conclusion

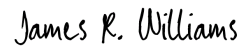
We appreciate the opportunity to clarify the nature of our recent actions to address the ongoing environmental justice and public health concerns caused by lead exposure at the County Airports, improve the revenue streams in the County's airport enterprise fund, and address the alleged compliance issues raised in previous letters from the FAA. The County fully intends to operate the County Airports in compliance with all laws, while protecting the health, safety, and well-being of people in the vicinity of the County Airports.

We would be happy to meet with you and your staff and provide any additional information that you may require regarding these concerns raised in your letter.

Sincerely yours,

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Jeffrey V. Smith
County Executive

DocuSigned by:

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James R. Williams
County Counsel

Attachments:

- Exhibit A: RHV Property Records
- Exhibit B: Rental Leases, Fuel Permits, and Licenses
- Exhibit C: Flowage Fee Records
- Exhibit D: FAA Correspondence

c: County of Santa Clara Board of Supervisors

**OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF SANTA CLARA**

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(408) 299-5900

January 27, 2022

SENT VIA EMAIL AND CERTIFIED MAIL

Mark McClardy
Director, Airports Division, Western-Pacific Region
Federal Aviation Administration
777 S. Aviation Blvd., Suite #150
El Segundo, CA 90245

Re: Supplemental Response to Notice of Informal Investigation Under 14 C.F.R. § 13.1

Dear Director McClardy:

We are writing to supplement our January 11, 2022 response to your Notice of Informal Investigation Under 14 CFR § 13.1 and bring your attention to the January 12, 2022 announcement by the United States Environmental Protection Agency (EPA) that it intends to respond to the County's joint petition with several environmental organizations to develop a proposal on whether lead emissions from piston-engine aircraft cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare. Copies of the County's petition, the EPA's response, and the EPA's press release are attached.

This rulemaking process comes after a multi-year EPA investigation, and is the first step towards adopting long overdue emission standards for lead in avgas under the Clean Air Act. The EPA's letter indicates that protecting children's health and reducing lead exposure are two of the EPA's top priorities. The County encourages the FAA to similarly prioritize reducing lead exposure and protecting children's health by supporting this rulemaking in whatever way possible.

The initiation of this rulemaking also underscores the importance of immediate action to protect the communities that are most at risk from lead exposure. As EPA Administrator Michael Regan states in the EPA's press release, no safe blood lead level in children has been identified, and even low levels of lead in a child's blood have been shown to affect IQ, ability to pay attention, and academic achievement. While the development and implementation of lead emission standards in avgas will be a years-long process, we cannot wait to protect the communities surrounding Reid-Hillview Airport that are suffering severe, irreversible, and well

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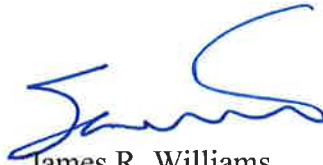
documented harm from lead emitted from aviation on a daily basis. The County looks forward to working with the FAA to protect Santa Clara County residents from the harms of lead exposure while providing for continued aviation infrastructure in Santa Clara County.

Please let us know if you would like to discuss this matter further.

Sincerely yours,



Jeffrey V. Smith
County Executive



James R. Williams
County Counsel

Attachments:

- 1) Letter from Jonathan Smith, Earthjustice, and James R. Williams, County Counsel, to Administrator Michael Regan, dated August 24, 2021
- 2) Letter from Administrator Michael Regan to County Counsel James R. Williams, dated January 12, 2022
- 3) U.S. Environmental Protection Agency Press Release: EPA to Evaluate Whether Lead Emissions from Piston-Engine Aircraft Endanger Human Health and Welfare, dated January 12, 2022



August 24, 2021

Sent via Email

Administrator Michael Regan
Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Regan.Michael@epa.gov

Dear Administrator Regan:

The undersigned organizations hereby petition the U.S. Environmental Protection Agency (“EPA”), pursuant to the Administrative Procedure Act, 5 U.S.C. §§ 551-559, 701-706,¹ and the Clean Air Act (“CAA”), 42 U.S.C. §§ 7401–7671q, to make an endangerment finding under section 231 of the CAA that leaded aviation gasoline (“avgas”) contributes to air pollution that harms public health and welfare.² Despite knowing for years that lead exposure at any level is harmful to human health, and notwithstanding research linking the use of leaded avgas to elevated blood lead levels, EPA has thus far declined to regulate the largest remaining source of lead emissions to the environment. The undersigned organizations ask EPA to make a long-overdue endangerment finding for leaded avgas and begin the process of regulating this source of harmful lead emissions. Doing so is an important step in fulfilling the Biden-Harris Administration’s commitments to protect children’s health and promote environmental justice.³

Petitioner Alaska Community Action on Toxics (“ACAT”) is a 501(c)(3) non-profit public interest environmental health and justice research and advocacy organization, incorporated and headquartered in Anchorage, Alaska. ACAT is guided by the belief that everyone has the right to clean air, clean water, and toxic-free food and, to that end, works with individuals and communities in Alaska to address toxic contamination, protect health, and achieve justice. Upon request, ACAT assists individuals, tribes, and communities to implement effective strategies to prevent or reduce their exposures to toxic substances, protect the ecosystems that sustain them, and hold accountable those responsible for the contamination of

¹ See 5 U.S.C. § 553(e) (“Each agency shall give an interested person the right to petition for the issuance, amendment, or repeal of a rule.”).

² 42 U.S.C. § 7571(a)(2) (“The Administrator [of the EPA] shall . . . issue proposed emission standards applicable to the emission of any air pollutant from any class or classes of aircraft engines which in his judgment causes, or contributes to, air pollution which may reasonably be anticipated to endanger public health or welfare.”).

³ See Ariel Wittenberg, *EPA: Biden Team Vows ‘New Era’ For Protecting Children’s Health*, E&E News (May 12, 2021), <https://www.eenews.net/greenwire/2021/05/12/stories/1063732361> (“Until every child can safely drink water from the faucet; inhale a full, clean breath of fresh air; and play outdoors, without risk of environmental hazard or harm, our work continues.” (quoting Administrator Regan)); Exec. Order No. 14,008, 86 Fed. Reg. 7619 (Jan. 27, 2021), <https://www.govinfo.gov/content/pkg/FR-2021-02-01/pdf/2021-02177.pdf> (explaining the Biden-Harris Administration’s policy “to secure environmental justice . . . for disadvantaged communities that have been historically marginalized and overburdened by pollution and underinvestment in housing, transportation, water and wastewater infrastructure, and health care.”).

their communities. Because existing remedies are so often inadequate to address Alaskans' concerns, ACAT also works to achieve systemic policy change at the marketplace, local, state, national, and international levels, including by advocating for, and engaging in, rulemaking efforts by EPA.

Petitioner Center for Environmental Health ("CEH") is a 501(c)(3) non-profit, national public interest organization with headquarters in Oakland, California. For 25 years, CEH has helped to lead the growing, nationwide effort to protect people from toxic chemicals that cause cancer, adverse reproductive effects, learning disabilities, and many other health problems, by working with communities, consumers, workers, government, and the private sector to demand and support business practices that are safe for public health and the environment. Leading with science and committed to inclusive, community-led solutions that address environmental injustices in communities of color and low-income communities, CEH uses a range of strategies to achieve this – from public education to legal action. CEH also works with state and federal policymakers to develop and protect laws and regulations that support safer chemicals and consumer products, and it fights to ensure that governments allocate sufficient resources to implement those laws and regulations in a health-protective manner.

Petitioner Friends of the Earth ("FoE") is a tax-exempt environmental advocacy organization founded in 1969 and incorporated in the District of Columbia, with offices in Washington, D.C. and Berkeley, California and staff located around the country. As of August 2021, FoE had more than 280,000 members across all fifty states in the United States and more than 4.5 million activists. FoE is part of Friends of the Earth International, a federation of grassroots groups working in seventy-four countries on today's most urgent environmental and social issues. FoE's mission is to defend the environment and champion a healthy and just world. To this end, one of FoE's key programs is the promotion of policies and actions that prevent air pollution and that minimize the negative impacts of pollution on human health. FoE relies on sound science and uses the law to create and advocate for innovative strategies to conserve natural resources and protect public health and the environment. A core element of FoE's mission is work to reduce air and water pollution throughout the United States. To these ends, FoE actively engages in rulemaking efforts before EPA and other regulatory agencies relating to the regulation of industrial sources of air and water pollution and in litigation to support these efforts.

Petitioner Montgomery-Gibbs Environmental Coalition ("MCEG") is a 501(c)(3) nonprofit community watchdog organization based in San Diego, California. MCEG is dedicated to educating and informing the public about general aviation environmental issues. MCEG advocates for clean air, aviation safety and less noise, along with tighter security measures to improve and ensure the health and wellbeing of its communities. Its mission is to improve the environmental quality of its neighborhoods by working together to create a better world for future generations.

Petitioner Oregon Aviation Watch ("OAW") is dedicated to research, education, and advocacy on behalf of the public interest and public welfare regarding aviation issues. OAW seeks to enhance and protect the quality of life for Oregon residents by eliminating the adverse impacts of aviation activity, as well as achieve a transparent, accountable, and sustainable aviation system that neither disregards nor diminishes the environment, livability, health, or well-being of current and future generations of Oregon residents. OAW provides information on

aviation policy in Oregon and nationally and shares its experiences dealing with these issues. OAW strives to reduce the sense of isolation and powerlessness people sometimes feel when confronted with the bureaucratic runaround and lack of democratic principles so often encountered when dealing with aviation issues. To further these goals, OAW has gathered and written numerous articles on the subject of lead pollution from piston-engine aircraft and has filed requests and motions with local airports to install monitoring equipment to further show the effects and dangers of leaded avgas. OAW also provides regular email updates to a broad base of local supporters, elected officials, and environmental organizations to keep the public apprised of current aviation issues. OAW is active at the local level in ensuring that decision-makers take into account the health and well-being of residents and communities negatively impacted by Oregon's airports.

Petitioner County of Santa Clara is one of the nation's most populous counties and home to approximately 1.9 million residents. The County owns and manages two general aviation airports—Reid-Hillview Airport, located in urban East San José, and San Martin Airport in more rural south Santa Clara County. Piston-engine aircraft also operate out of three additional airports in the county. Over 52,000 people reside within 1.5 miles of Reid-Hillview Airport, including nearly 13,000 children. There are also twenty-one schools and childcare centers in this radius. A County-commissioned study recently documented elevated blood lead levels among children residing or attending school or childcare facilities near this airport as a result of exposure to airborne lead emissions from piston-engine aircraft.⁴ The County has invested significant resources in protecting members of its community from lead exposures, including by leading nearly twenty years of litigation against former manufacturers of lead paint to secure funds for a countywide lead paint abatement program. The County has a significant interest in protecting all residents from continuing lead exposures from general aviation operations and ensuring that access to important aeronautical resources is compatible with public health and safety.

I. BACKGROUND

A. Lead, which is used in fuel for general aviation, is harmful to human health at any level.

It is well established that airborne lead is harmful to human health;⁵ as EPA has acknowledged, “any level of lead in the blood leads to adverse health effects.”⁶ For over forty

⁴ Mountain Data Group, *Leaded Aviation Gasoline Exposure Risk at Reid-Hillview Airport in Santa Clara County, California* 37–45 (2021), <https://www.sccgov.org/sites/opa/newsroom/Documents/RHV-Airborne-Lead-Study-Report.pdf> [hereinafter “RHV Lead Study”].

⁵ See EESI, *Fact Sheet | A Brief History of Octane in Gasoline: From Lead to Ethanol* (2016), https://www.eesi.org/files/FactSheet_Octane_History_2016.pdf [hereinafter “EESI Fact Sheet”] (“[In] the 1960s, following extensive health research . . . the devastating health impacts of low-level lead exposure were established.”).

⁶ *A Cmty. Voice v. EPA*, 997 F.3d 983, 986 (9th Cir. 2021); see also EPA, EPA100-R-19-003, *Implementation Status Report for EPA Actions Under the December 2018 Federal Action Plan to Reduce Childhood Lead Exposures and Associated Health Impacts* 4 (2019), https://www.epa.gov/sites/production/files/2019-04/documents/leadimplementationbooklet_april2019.pdf [hereinafter “2019 Status Report”] (“The Centers for Disease Control and Prevention (CDC) has stated that no safe blood lead level in children has been identified . . .”).

years, EPA has recognized that lead exposure, even at low levels, is associated with adverse health effects across multiple bodily systems,⁷ including harm to the nervous, cardiovascular, immune, and reproductive systems, as well as to the kidneys.⁸ Lead exposure can also cause anemia, increased blood pressure, and an increased risk of cancer; at high levels, exposure can lead to death.⁹ Children are particularly susceptible to harm from low-level lead exposure as a result of both physiology and age-appropriate behaviors; this exposure can decrease physical growth and cause neurodevelopmental harm in children, leading to behavioral problems and learning deficits.¹⁰ And as exposure to lead increases, so does the range and severity of adverse effects.¹¹ There is evidence that many of these deleterious effects are irreversible.¹²

To address the harm caused by lead exposure, EPA has spent almost five decades regulating lead, including its use in gasoline.¹³ Though the use of leaded gasoline in most motor vehicles was banned twenty-five years ago, leaded fuel is still used in approximately 167,000 piston-engine aircraft across 20,000 domestic airports.¹⁴ To date, EPA has failed to regulate this significant source of lead exposures, even though emissions from these aircraft collectively

⁷ See EPA, EPA-600/8-77-017, *Air Quality Criteria for Lead 1-6 to -7* (1977), <https://nepis.epa.gov/Exe/ZyPDF.cgi/20013GWR.PDF?Dockkey=20013GWR.PDF>; see also *Nat'l Res. Def. Council, Inc. v. Train*, 545 F.2d 320, 324 (2d Cir. 1976) (“The EPA concedes that lead . . . has an adverse effect on public health and welfare . . .”).

⁸ Agency for Toxic Substances and Disease Registry, *Lead – ToxFAQs* (2020) <https://www.atsdr.cdc.gov/toxfaqs/tfacts13.pdf> [hereinafter “ToxFAQs”]; EPA, EPA/600/R-10/075F, *Integrated Science Assessment for Lead*, at lxxxii-vii, 1-14 to -37 (2013), <https://cfpub.epa.gov/ncea/isa/recordisplay.cfm?deid=255721> (click PDF cover on right) [hereinafter “Lead ISA”].

⁹ See ToxFAQs, *supra* note 8.

¹⁰ *Id.*; see also EESI Fact Sheet, *supra* note 5 (“Children’s developing bodies are particularly sensitive to low-level, ambient exposures to lead. The health impacts of lead exposure in children include anemia, behavioral disorders, low IQ, reading and learning disabilities, and nerve damage.”); Lead ISA, *supra* note 8, at 1-15 tbl. 1-2 (explaining that there is “[c]lear evidence of cognitive function decrements . . . in young children . . . with mean or group blood [lead] levels measured at various lifestages and time periods between 2 and 8 µg/dL”).

¹¹ *Lead Poisoning and Health*, WHO (Aug. 23, 2019), <https://www.who.int/news-room/fact-sheets/detail/lead-poisoning-and-health#:~:text=Lead%20also%20causes%20long%2Dterm,birth%20and%20low%20birth%20weight>. Lead also accumulates in the body, including in bones, where it is stored and can reenter the blood over time. *Id.*

¹² CDC, *CDC Response to Advisory Committee on Childhood Lead Poisoning Prevention Recommendations in “Low Level Lead Exposure Harms Children: A Renewed Call of Primary Prevention”* 2 (2012), https://www.cdc.gov/nceh/lead/acclpp/cdc_response_lead_exposure_recs.pdf.

¹³ See EESI Fact Sheet, *supra* note 5 (outlining timeline of EPA actions to phase out lead in gasoline from 1973 through 1996).

¹⁴ See *Fact Sheet – Leaded Aviation Fuel and the Environment*, FAA (Nov. 20, 2019), https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=14754; Advance Notice of Proposed Rulemaking on Lead Emissions from Piston-Engine Aircraft Using Leaded Aviation Gasoline, 75 Fed. Reg. 22,440, 22,442 (to be codified at 40 C.F.R. pt. 67) [hereinafter “2010 ANPR”].

represent the single largest source of air emissions of lead in the United States, accounting for about 70% of lead released domestically into the atmosphere.¹⁵

EPA’s own analysis estimates that there are over five million people—including more than 360,000 children aged five or younger—living in very close proximity to at least one of the airports where piston-engine aircraft operate across the United States.¹⁶ Over 160,000 children attend schools near these airports.¹⁷ As explained in Part II.B, *infra*, research shows that children who live in close proximity to airports where piston-engine aircraft operate have higher blood lead levels relative to those who do not, putting them at a greater risk of harm from the adverse health effects associated with lead exposure.

Addressing emissions from leaded avgas will also help the Biden-Harris Administration realize its commitment to environmental justice. The majority of general aviation airports with the highest lead emissions are located in communities of color.¹⁸ Communities of color are already disproportionately burdened by chemical exposures and, in particular, by exposures to lead. Black children have body burdens of lead that are higher, on average, than their white counterparts, both *in utero* and after they are born.¹⁹ Lead emissions from activity at these general aviation airports contribute to this disparity.

In certain areas, the populations more likely to reside near airports are those of lower socioeconomic status.²⁰ EPA has acknowledged that “[c]hildhood lead exposure is especially prevalent in many communities that represent the lowest income and most diverse populations with significant cumulative environmental risk from pollution.”²¹ Given that the severity of health effects increases as lead exposure increases, children who live near airports and are also experiencing poverty—a condition that may make children both more susceptible to lead

¹⁵ Transp. Rsch. Bd. et al., *Options for Reducing Lead Emissions from Piston-Engine Aircraft* 35 (2021), <https://www.nap.edu/read/26050/chapter/5> [hereinafter “NAS Report”].

¹⁶ In 2020, EPA estimated that over five million people live within 500 meters of a runway and fifty meters of a helipad. See EPA, *National Analysis of the Populations Residing Near or Attending School Near U.S. Airports* 13 (2020), <https://nepis.epa.gov/Exe/ZyPDF.cgi/P100YG4A.PDF?Dockkey=P100YG4A.PDF>. In 2010, EPA estimated that sixteen million people live within one kilometer of these airports. See 2010 ANPR, 75 Fed. Reg. at 22,460.

¹⁷ *Id.*

¹⁸ We conducted a demographic analysis of the areas around the fifty highest lead-emitting general aviation airports, according to the 2017 National Emissions Inventory. It revealed that 60% or more of these airports had populations living within one mile that consisted of a higher percentage of people of color than the national average.

¹⁹ See, e.g., Robert L. Jones et al., *Trends in Blood Lead Levels and Blood Lead Testing Among US Children Aged 1 to 5 Years, 1988–2004*, 123 *Pediatrics* e376 (2009) (finding that blood lead levels were higher in non-Hispanic Black children than in Mexican American and non-Hispanic white children over the studied time periods); Andrea E. Cassidy-Bushrow, et al., *Burden of Higher Lead Exposure in African-Americans Starts In Utero and Persists into Childhood*, 108 *Env’t Int’l* 221 (2017).

²⁰ See, e.g., Sammy Zahran et al., *The Effect of Leaded Aviation Gasoline on Blood Lead in Children*, 4 *J. Ass’n Env’t & Res. Economists* 577 (2017) (“In Michigan, populations of lower socioeconomic status are more likely to reside near airports. Compared to more distant neighborhoods . . . neighborhoods within 2 km of an airport have significantly higher percentages of households receiving public assistance . . . and lower levels of educational attainment among adults . . .”).

²¹ 2019 Status Report, *supra* note 6, at 4.

absorption due to undernourishment and more exposed to lead by poor infrastructure and older homes—are at a particularly high risk of harm. EPA recently said that it “will always work to protect the most vulnerable communities and members of society, especially children;”²² acknowledging that emissions from leaded avgas harms children is necessary to fulfill this commitment.

B. EPA has thus far failed to make an endangerment finding on lead emissions from piston-engine aircraft, despite repeated opportunities to do so.

Notwithstanding the harm caused by emissions from piston-engine aircraft that use leaded avgas, EPA has not yet made an endangerment finding for lead air pollution from this source, despite repeated requests to do so. In 2006, FoE petitioned EPA to make a finding under section 231(a)(2)(A) of the CAA that leaded avgas harms human health or the environment and to regulate such emissions from general aviation aircraft.²³ In 2007, EPA requested comment on the issues raised in the petition, and in 2010, EPA issued an Advance Notice of Proposed Rulemaking (“ANPR”) on the issue of regulating leaded avgas. In the ANPR, EPA acknowledged that there is no identifiable safe level of lead exposure and that lead emitted from piston-engine aircraft operating on leaded avgas constitutes “the largest single source category for emissions of lead to air, comprising approximately half of the national inventory.”²⁴ Despite issuing this ANPR, EPA did not formally respond to the petition until 2012, after FoE filed suit over EPA’s unreasonable delay in answering the petition.

In its 2012 response to the 2006 Petition, EPA claimed that it needed more time to gather information to determine whether emissions of leaded avgas cause or contribute to harmful air pollution, and it stated that it would continue to work on the process for reaching a determination.²⁵ FoE petitioned EPA to reconsider its decision not to make an endangerment finding, pointing out the ample evidence that had already been published confirming that leaded avgas emissions contribute to air pollution that endangers human health or welfare.²⁶ In its response to the Petition for Reconsideration, EPA explained that it planned to issue a proposed endangerment finding for public comment in 2017 and a final endangerment finding in 2018.²⁷ While overall lead emissions have decreased in the decade since EPA issued the ANPR, leaded avgas’ contribution to those emissions has increased, from 50% in 2005 to some 70% by 2017.²⁸

²² *Statement by Administrator Regan on the President’s FY 2022 Budget*, EPA (June 2, 2021), <https://www.epa.gov/newsreleases/statement-administrator-regan-presidents-fy-2022-budget>.

²³ Friends of the Earth, *Pet. for Rulemaking & Collateral Relief* (Oct. 3, 2006), <https://www.epa.gov/sites/production/files/2016-09/documents/foe-20060929.pdf> (attached as Exhibit 1).

²⁴ 2010 ANPR, 75 Fed. Reg. at 22,442.

²⁵ Letter and Memorandum from Gina McCarthy, Assistant Administrator, EPA, to Deborah Behles & Helen Kang, Env’t L. & Just. Clinic, & Marianna Engelman Lado et al., Earthjustice (July 18, 2012), <https://19january2021snapshot.epa.gov/sites/static/files/2016-09/documents/ltr-response-av-ld-petition.pdf> (responding to *Pet. for Rulemaking & Collateral Relief*).

²⁶ Friends of the Earth, *Pet. for Reconsideration of EPA’s Denial* (Apr. 21, 2014) (attached as Exhibit 2).

²⁷ Letter from Gina McCarthy, Administrator, EPA, to Deborah Behles, Clinical Staff Attorney, Env’t L. & Just. Clinic, & Marianna Engelman Lado, Managing Attorney, Earthjustice (Jan. 23, 2015) (on file with EPA), <https://www.epa.gov/sites/default/files/2016-09/documents/ltr-response-av-ld-foe-psr-oaw-2015-1-23.pdf> (responding to *Pet. for Reconsideration*).

²⁸ *See* 2010 ANPR, 75 Fed. Reg. at 22,452 (“Currently, lead emitted by piston-engine aircraft operating on leaded avgas is the largest source of lead to the air, contributing about 50% of the National Emission

Despite the increased contribution of avgas to lead emissions, EPA has still not proposed that endangerment finding.

II. LEADED AVGAS MEETS THE CRITERIA FOR AN ENDANGERMENT FINDING.

The CAA requires EPA to issue proposed emission standards when it determines that aircraft emissions “cause[], or contribute[] to, air pollution which may reasonably be anticipated to endanger public health or welfare.”²⁹ This determination—often referred to as an endangerment finding—thus requires two showings: first, that lead air pollution as a whole may reasonably be anticipated to endanger public health or welfare; and second, that emissions from the use of leaded avgas in piston-engine aircraft cause or contribute to this harmful air pollution.³⁰ In evaluating whether there is a sufficient showing of each factor, EPA must rely on scientific judgment of the risks posed by pollution emissions, not on policy rationales.³¹

As explained below, studies conducted over the last half century demonstrate conclusively that both prongs of the endangerment finding test have been met. In recognition of this large body of evidence, and to protect public health and welfare, EPA must find that emissions from the use of leaded avgas in piston-engine aircraft contribute to harmful air pollution and propose standards to address this harm.

A. Lead air pollution is reasonably anticipated to endanger public health or welfare.

As EPA has recognized, the first prong of the endangerment finding is met whenever the air pollution at issue is reasonably anticipated to endanger public health or welfare, regardless of the source of that pollution.³² EPA has already acknowledged—repeatedly—that lead air pollution has an adverse effect on public health or welfare,³³ and it has regulated lead emissions

Inventory in 2005.”); NAS Report, *supra* note 15, at 35 (noting that, in 2017, piston-engine general aviation aircraft accounted for “roughly 70 percent of total lead emissions to air in the United States.”).

²⁹ 42 U.S.C. § 7571(a)(2)(A).

³⁰ See 2010 ANPR, 75 Fed. Reg. at 22,444–45 (explaining the two parts of the endangerment finding test); *cf. Coal. for Responsible Regul., Inc. v. EPA*, 684 F.3d 102, 117 (D.C. Cir. 2012) (explaining that an analogous provision of the CAA, § 202(a)(1), “requires EPA to answer only two questions: whether particular ‘air pollution’ . . . ‘may reasonably be anticipated to endanger public health or welfare’, and whether motor-vehicle emissions ‘cause, or contribute to’ that endangerment”), *aff’d in part, rev’d in part sub nom. Util. Air Regul. Grp. v. EPA*, 573 U.S. 302 (2014).

³¹ See *Coal. for Responsible Regul.*, 684 F.3d at 117–18; *Massachusetts v. EPA*, 549 U.S. 497, 533–34 (2007).

³² See Endangerment and Cause or Contribute Findings for Greenhouse Gases Under Section 202(a) of the Clean Air Act, 74 Fed. Reg. 66,496, 66,506 [hereinafter “GHG Endangerment Finding”] (interpreting parallel CAA provision relevant to motor vehicles to mean that “the Administrator is to consider the cumulative impact of [all] sources of a pollutant in assessing the risks from air pollution, and is not to look only at the risks attributable to a single source or class of sources”); see also 2010 ANPR, 75 Fed. Reg. at 22,444 (referring to recent EPA notices for greenhouse gases setting forth the analytical and legal framework for endangerment findings).

³³ See 2010 ANPR, 75 Fed. Reg. at 22,444 (explaining that, as part of the decision in 1976 to list lead as a criteria pollutant under the CAA, “EPA determined that lead was an air pollutant which, in the Administrator’s judgment, has an adverse effect on public health or welfare”).

on this basis.³⁴ Because, as EPA has acknowledged, lead harms public health, it more than meets the more lenient standard of “*reasonably . . . anticipated* to endanger public health or welfare.”³⁵ But even if EPA had not already acknowledged that lead pollution is reasonably anticipated to endanger public health or welfare, such a finding is warranted; research has long shown that there is a causal relationship between exposure to lead air pollution and adverse human health effects.³⁶

Moreover, in making a determination as to whether a particular pollutant is reasonably anticipated to endanger public health or welfare, EPA has in the past considered whether “vulnerable subpopulations are especially at risk.”³⁷ As noted above, children are generally more susceptible to adverse health effects from lead exposure, both because their bodies absorb lead much more easily than adults do³⁸ and because lead exposure affects the developmental processes they undergo.³⁹ Children also face increased exposures to lead that has been deposited on the ground from air emissions because of age-appropriate behaviors and activities, such as crawling and increased hand-to-mouth contact.⁴⁰ Though the well-established public-health harm from lead emissions, which is both severe and likely to occur, is sufficient for the purposes of satisfying the first prong of the endangerment-finding test, the fact that lead pollution affects children—a group EPA has described as a vulnerable group—makes it all the more important that EPA regulate the largest source of this pollution.

B. Lead emissions from piston-engine aircraft cause or contribute to harmful lead air pollution.

To meet the second prong of the endangerment finding, the Administrator “need not find that emissions from any one sector or group of sources are the sole or even the major part of an air pollution problem.”⁴¹ As EPA has explained, “Congress . . . authorized regulatory controls to address air pollution even if the air pollution problem results from a wide variety of sources.”⁴²

³⁴ See 2010 ANPR, 75 Fed. Reg. at 22,445 (“EPA has long regulated emissions of lead air pollution due to their adverse impacts on public health . . .”).

³⁵ 42 U.S.C. § 7571(a)(2) (emphasis added).

³⁶ See *supra* Part I.A.; Lead ISA, *supra* note 8, at 1-15 to -19 (summarizing research showing causal relationships between lead exposure and negative nervous system, cardiovascular, hematologic, and reproductive and developmental effects and likely or suggestive causal relationships between lead exposure and renal and immune system effects and cancer).

³⁷ GHG Endangerment Finding, 74 Fed. Reg. at 66,506; Finding That Greenhouse Gas Emissions from Aircraft Cause or Contribute to Air Pollution That May Reasonably Be Anticipated To Endanger Health and Welfare, 81 Fed. Reg. 54,422, 54,435 (Aug. 15, 2016) (to be codified at 40 C.F.R. pts. 87, 1068) [hereinafter “Aircraft Cause or Contribute Finding”].

³⁸ See *Biomonitoring Summary, Lead*, CDC,

https://www.cdc.gov/biomonitoring/Lead_BiomonitoringSummary.html (last updated Apr. 7, 2017) (“Absorption of ingested lead can be as much as five times greater in children than adults and even greater when intakes of dietary minerals are deficient.”).

³⁹ See Lead ISA, *supra* note 8, at 4-127 (“[There is] well-characterized toxicological evidence for Pb exposure interfering with development of the brain and activity of neurochemical processes that mediate cognitive function . . .”).

⁴⁰ See Lead ISA, *supra* note 8, at 1-11, 1-78.

⁴¹ GHG Endangerment Finding, 74 Fed. Reg. at 66,506; 2010 ANPR, 75 Fed. Reg. at 22,445.

⁴² 2010 ANPR, 75 Fed. Reg. at 22,445.

There is no need for the contribution to be “significant” for EPA to find that it contributes to pollution that is reasonably anticipated to endanger public health or welfare;⁴³ indeed, EPA has determined that air pollution emissions amounting to 1.2% of the total inventory of emissions of that pollutant “contributed” to harmful air pollution within the meaning of the CAA.⁴⁴

Where, as here, a source to be regulated contributes roughly 70% of the emissions of lead—a pollutant that is unsafe at any level—to the air, the source more than “contributes” to harmful air pollution.⁴⁵ This contribution is not just theoretical. Research shows that lead levels are higher in the areas surrounding airports servicing piston-engine aircraft.⁴⁶ And multiple studies have demonstrated that children living in close proximity to airports where leaded avgas is used have higher blood lead levels than children who do not.⁴⁷ This is true even after

⁴³ See *id.*; *Bluewater Network v. EPA*, 370 F.3d 1, 14 (D.C. Cir. 2004) (explaining that the fact that “contribute to” was not modified by the term “significantly” in one provision, as it was in other provisions in the CAA, “indicates that Congress did not intend to require a finding of ‘significant contribution’ for individual . . . categories”).

⁴⁴ See 2010 ANPR, 75 Fed. Reg. at 22,445 (citing *Bluewater Network*, 370 F.3d at 15); see also Aircraft Cause or Contribute Finding, 81 Fed. Reg. at 54,472 (finding that “the collective GHG emissions from the classes of engines used in U.S. covered aircraft clearly contribute to endangering GHG pollution, whether the comparison is . . . to domestic GHG inventories . . . representing 2.8 percent of total U.S. emissions [or] to global GHG inventories . . . [representing] 0.4 percent of all global GHG emissions”).

⁴⁵ Though EPA need not set “a precise numerical value as part of” a contribution endangerment finding,” nor “establish a minimum threshold of risk or harm before determining whether an air pollutant endangers,” *Am. Lung Ass’n v. EPA*, 985 F.3d 914, 977 (D.C. Cir. 2021) (quoting *Coal. for Responsible Regul.*, 684 F.3d at 122–23), such a large proportion of pollution from one source counsels in favor of such a finding. Cf. *Am. Lung Ass’n*, 985 F.3d at 977 (upholding EPA’s finding of *significant* contribution where a source category emitted one-third of relevant domestic emissions); *Massachusetts v. EPA*, 549 U.S. at 524–25 (2007) (noting that, even though the transportation sector represented less than a third of domestic carbon dioxide emissions, “[j]udged by any standard, U.S. motor-vehicle emissions make a meaningful contribution to greenhouse gas concentrations”).

⁴⁶ See 2010 ANPR, 75 Fed. Reg. at 22,442; see also Letter and Memorandum from Gina McCarthy to Deborah Behles et al., *supra* note 25, at 7 (“For piston-engine aircraft using leaded avgas, our investigation to date indicates that the levels of lead in the air at and around general aviation airports increase with proximity to the airport.”).

⁴⁷ See Marie Lynn Miranda et al., *A Geospatial Analysis of the Effects of Aviation Gasoline on Childhood Blood Lead Levels*, 119 *Env’t Health Perspectives* 1513 (2011) (examining the relationship between proximity to airports in North Carolina where leaded aviation gas is used and blood lead levels in children and finding that “children living within 500 m, 1,000 m, or 1,500 m of an airport had average blood lead levels that were 4.4, 3.8, or 2.1% higher, respectively, than other children”); Zahran et al., *supra* note 20, at 575–610 (examining the blood lead levels of children living within 2 kilometers of airports in Michigan and finding that “the odds that a child’s [blood lead levels] will eclipse CDC thresholds for concern increases dose-responsively in proximity to airports, declines measurably in neighborhoods proximate to airports in the months following 9/11” (when there was less air traffic), and “increases dose-responsively in the flow of [piston-engine aircraft] traffic”); RHV Lead Study, *supra* note 4, at 37–45 (explaining that “children proximate to [the general aviation airport] Reid-Hillview Airport present with systematically higher [blood lead levels], net of other measured sources of lead exposure risk, child demographic characteristics, and observed and unobserved neighborhood conditions,” that children who live downwind of the airport had higher blood lead levels than those who did not, and that the blood lead levels “of sampled children increase with exposure to piston-engine aircraft operations at [the airport], net of all other factors” and ultimately “suggesting that child [blood lead levels] increase dose-responsively with

accounting for other sources of lead exposure, indicating that the use of leaded avgas causes elevated blood lead levels in children.⁴⁸ Indeed, one recent study showed that living downwind of Reid-Hillview Airport was associated with childhood blood lead level increases comparable to those from the Flint water crisis and that children living within half a mile of the airport during periods of maximum piston-engine aircraft traffic had blood lead level increases nearly twice the amount that occurred during the Flint crisis.⁴⁹

Given that there is no safe level of lead, that lead is present in higher amounts surrounding airports using leaded avgas, and that studies show a causal relationship between the use of leaded avgas and elevated blood lead levels in children, there is ample evidence that leaded avgas contributes to harmful air pollution.

* * *

EPA has long recognized that lead is harmful to public health. And EPA’s own analysis shows that the largest source of airborne lead emissions in the United States exposes millions of people across the country to a harmful pollutant for which there is no safe level of exposure. The research is clear—as it has been for years—that this exposure puts those who live, work, and attend school near airports where leaded avgas is used at a heightened risk of harm from one of the many adverse health effects associated with lead exposure. Lead emissions from piston-engine aircraft using leaded avgas therefore contribute to air pollution which may reasonably be anticipated to endanger public health or welfare. EPA must take long-overdue action to formally recognize this risk of harm and make an endangerment finding for leaded avgas, thereby beginning the process for regulating this source of dangerous air pollution.

Respectfully submitted,

s/ Jonathan J. Smith

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[piston-engine aircraft] traffic”); cf. Won-Ju Park et al., *Blood Lead Level and Types of Aviation Fuel in Aircraft Maintenance Crew*, 84 *Aviation, Space, & Env’t Med.* 1087 (2013) (analyzing the blood lead levels of aircraft-maintenance workers in the Republic of Korea, finding higher blood lead levels among maintenance workers that are based in airports that service propeller-driven aircraft and use leaded aviation gas relative to maintenance workers that are based in airports that service jets (which do not use leaded avgas), and concluding that leaded avgas emissions “could increase the [blood lead levels] of aircraft maintenance crews”).

⁴⁸ See Miranda et al. *supra* note 47, at 1,515 (finding relationship persisted even after accounting for individual- and group-level confounders, including the proportion of Black and Hispanic residents in a relevant census block, the percent of census-block population receiving public assistance, median household income of census block, and the season during which an individual child was screened for blood lead); Zahran et al, *supra* note 20, at 581 (controlling for confounding factors including housing stock age, location of industrial point sources emitting lead, percentage of households receiving public-assistance income, percentage of adult population with a high school education or greater, median home prices in a neighborhood, and population density (to account for accumulated lead in roads and soils from use of leaded automobile gasoline)).

⁴⁹ See RHV Lead Study, *supra* note 4, at xv, xvi.

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Marion Hoyer, Office of Transportation and Air Quality, Environmental Protection
Agency

Exhibit 1

**BEFORE THE ADMINISTRATOR OF THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

PETITION FOR RULEMAKING & COLLATERAL RELIEF

**FRIENDS OF THE EARTH
Petitioner
1717 Massachusetts Avenue, NW, 600
Washington, DC 20036-2002**

**PETITION FOR RULEMAKING SEEKING THE REGULATION OF
LEAD EMISSIONS FROM GENERAL AVIATION AIRCRAFT
UNDER § 231 OF THE CLEAN AIR ACT**

October 3, 2006

Pursuant to the Right to Petition Government Clause contained in the First Amendment of the United States Constitution, the Administrative Procedure Act, and the Clean Air Act, petitioner files this petition for Rulemaking and Collateral Relief with the Administrator and respectfully requests him to undertake the following duties:

- (1) Make a finding that lead emissions from general aviation aircraft endanger public health and welfare and issue a proposed emissions standard for lead from general aviation aircraft under § 231 (a) (2) (A) of the Clean Air Act; alternatively,
- (2) If the Administrator believes that insufficient information exists to make such a finding, commence a study and investigation of the health and environmental impacts of lead emissions from general aviation aircraft, including impacts to humans, animals and ecosystems, under § 231 (a) (2) of the Clean Air Act, and issue a public report on the findings of the study and investigation.

BACKGROUND

On September 30, 2003, the Environmental Protection Agency (“EPA”) published a Notice of Proposed Rulemaking (NPRM) for proposed amendments to existing emission standards for oxides of nitrogen (NO_x) for newly certified commercial aircraft gas turbine engines with rated thrust greater than 26.7 kilonewtons (kN). 68 Fed. Reg. 56, 226. On December 12, 2003, on behalf of Bluewater Network, (currently a division of Friends of the Earth), the Golden Gate University Environmental Law and Justice Clinic commented on the proposed rule, as well as on the lack of regulation of lead emissions from general aviation aircraft. Regarding the latter issue, Bluewater argued that the combination of the lack of a threshold for safe lead exposure and the relatively high proportion of air lead pollution from general aviation aircraft should trigger the EPA’s duties under Clean Air Act §231 to determine that lead emissions from this source endanger the public health and welfare.¹ Bluewater also noted that subpopulations living in the vicinity of general aviation airports, as well as aircraft workers and passengers, may be at particular risk for lead exposure.²

In November 2005, the EPA issued a response. The EPA claimed that there is insufficient information to enable the agency to determine that aircraft lead emissions may reasonably be anticipated to endanger public health and welfare.³ The EPA further maintained that since a suitable, safe, unleaded aviation fuel has not been developed, regulating leaded aviation fuel would ground all general aviation aircraft, resulting in severe economic repercussions to the businesses that use the craft.⁴

Despite the volumes of studies pointing to the hazards of lead, the extent of the EPA’s actions to address this problem have been to merely encourage the Federal Aviation Administration (FAA) to develop an unleaded aviation gasoline and to pursue voluntary initiatives to reduce the use of lead in aviation gasoline, while collecting information when possible.⁵ The EPA is reluctant to take a more assertive stance on the problem of lead emissions from general aviation aircraft. Further reluctance is no longer appropriate, given the facts below.

PETITIONER

Petitioner FRIENDS OF THE EARTH is an environmental advocacy organization founded in 1969, with approximately 30,000 members across the nation. It’s mission is to protect the planet from environmental degradation, including protecting clean air and healthy communities. BLUEWATER NETWORK is a non-profit organization founded in 1996 that works to protect air and water quality from harm caused by the transportation sector. Bluewater Network works to end environmental damage from cars, crafts, vessels, and to protect human

¹ Letter from Golden Gate University Environmental Law and Justice Clinic, on behalf of Bluewater Network, to the U.S. EPA (December 12, 2003).

² *Id.*

³ Emission Standards and Test Procedures for Aircraft and Aircraft Engines: Summary and Analysis of Comments, US EPA (November 2005) [EPA Comments] at 45.

⁴ *Id.* at 42.

⁵ *Id.* at 43.

health and the planet by reducing dependence on fossil fuels. In March, 2005, Friends of the Earth merged with Bluewater Network. As a result of the merger, Bluewater Network is now a division of Friends.

STATEMENT OF LAW

On behalf of Friends of the Earth, the Environmental Law and Justice Clinic submits this petition to the EPA under the authority granted by the Administrative Procedure Act, 5 U.S.C. § 553.

In 1970, Congress gave the EPA authority through Section 231(a)(2)(A) of the Clean Air Act, 42 U.S.C. § 7571, to issue proposed emission standards when it determines that aircraft emissions from any class of aircraft engines “may reasonably be anticipated to endanger public health or welfare.” Indeed, the EPA itself has confirmed that it has the authority to do so.⁶ EPA must consult with the FAA regarding these standards. Section 231(a)(2)(B)(i). Pursuant to 49 U.S.C. § 44714, the FAA shall prescribe fuel standards to control or eliminate aircraft emissions that the EPA decides under section 231 endanger the public health or welfare. Only if the consultation determines that the proposed changes “would significantly increase noise and adversely affect safety,” shall the changes not take effect. Section 231(a)(2)(B)(ii).

ARGUMENT

EPA action regarding lead in general aviation aircraft is long overdue. Studies increasingly show that lead in any quantity threatens the public welfare. Lead emissions from general aviation aircraft constitute a substantial proportion of all current lead air emissions. Congress gave EPA the authority through Section 231(a)(2)(A) to issue proposed emission standards when it determines that aircraft emissions “endanger public health or welfare.” Based on the facts presented below, the petitioner contends that sufficient data exists to conclude that lead emissions from general aviation aircraft endanger the public health and welfare, thus creating a duty for the EPA to propose emission standards. In the alternative, sufficient data regarding the dangers of airborne lead exist to commence a study concerning the extent of the health and environmental effects of general aviation lead emissions. Failure to do so in either instance would constitute arbitrary and capricious action under the APA, 5 U.S.C. § 706.

I. LEAD EXPOSURE IS HAZARDOUS TO HUMAN HEALTH

The EPA has repeatedly concluded that “lead is a very toxic element, causing a variety of effects at low dose levels.”⁷ Numerous federal agencies, including the EPA, the Occupational Safety and Health Administration, the Food and Drug Administration, and the Department of Health and Urban Development, have implemented regulations controlling lead content and use.⁸

⁶ *Id.* at 5.

⁷ Lead Compounds Hazard Summary, U.S. EPA (April 1992, modified January 2000), available at <http://www.epa.gov/ttn/atw/hlthef/lead.html>

⁸ Toxicological Profile for Lead, U.S. Department of Health and Human Services (September 2005) [Toxicological Profile] at 14-17, available at <http://www.atsdr.cdc.gov/toxprofiles/tp13.pdf>

Acute high lead exposure can cause grave physiological consequences, including death and brain damage.⁹ The severity of lead exposure differs according to time and levels of exposure, and is usually measured by blood lead levels.¹⁰ However, blood lead levels reflect only recent exposure to lead.¹¹ Of the lead that is retained in the human body, most is ultimately deposited in the bones.¹² The inert lead deposited in bones can later reenter the blood stream in periods of physiological stress, pregnancy, lactation, chronic disease, and old age.¹³ This reentry is exacerbated by calcium deficiency, because lead can inhibit or mimic the actions of calcium.¹⁴ Hence, lead can affect an organism long after initial exposure.

According to the Agency for Toxic Substances and Disease Registry (ATSDR), “lead could potentially affect any system or organs in the body.”¹⁵ Common targets for lead toxicity are the cardiovascular, renal, and nervous systems.¹⁶ The most common cardiovascular effect is increased blood pressure.¹⁷ At the same time, lead exposure may compromise the renal system, especially by depressing the kidneys’ glomerular filtration rate.¹⁸ However, the most sensitive target for lead toxicity is the nervous system, resulting in malaise, forgetfulness, irritability, weakness, headache, and impaired concentration.¹⁹

The pervasive and multi-faceted hazards of lead are well documented. Therefore, as the Agency for Toxic Substances states, it is important to interdict all lead exposures.²⁰

II. STUDIES INCREASINGLY SHOW THAT NO LEVEL OF LEAD IS SAFE.

The health hazards of lead are especially worrisome because studies increasingly show that no exposure to lead is safe. The levels at which adverse health effects are believed to occur have been revised downward several times in recent regulatory history.²¹ For example, in 1972, the blood level considered safe for children was 40 mcg/dL.²² More recently, the EPA defined the blood level of 10 mcg/dL as the “concentration of concern,” but emphasized that this standard is not a threshold below which safety may be assured since scientific studies do not indicate any clear toxicity threshold for lead.²³

⁹ Lead Toxicity Environmental Alert, U.S. Agency for Toxic Substances and Disease Registry (October 1992, revised October 2000) [ATSDR Report] at 16, available at <http://www.atsdr.cdc.gov/HEC/CSEM/lead/docs/lead.pdf>

¹⁰ *Id.*

¹¹ *Id.* at 14.

¹² *Id.*

¹³ *Id.* at 15.

¹⁴ *Id.*

¹⁵ Toxicological Profile at 21.

¹⁶ *Id.* at 8, 21.

¹⁷ *Id.* at 27.

¹⁸ *Id.* at 28.

¹⁹ ATSDR Report at 17.

²⁰ *Id.*

²¹ *Id.*

²² Preventing Lead Poisoning in Young Children: A Statement by the Centers for Disease Control and Prevention (October 1991), available at <http://www.cdc.gov/nceh/lead/publications/books/plpyc/contents.html>.

²³ Identification of Dangerous Levels of Lead, Final Rule, U.S. EPA (January 5, 2001), 66 Fed. Reg. 1206.

Indeed, recent studies show that lead blood levels well below 10 mcg/dL are associated with increases in serious health effects in both children and adults.²⁴ For example, increases in chronic kidney disease have been observed in hypertensive adults at blood lead levels of between 2.5 to 3.8 µg/dL.²⁵

Children have generally been shown to absorb a larger fraction than adults of both inhaled and ingested lead,²⁶ and are more sensitive to lead induced toxicity than adults,²⁷ especially in relation to the nervous system. At lower levels of exposure, lead may compromise cognitive development and cause learning disabilities and lower IQ levels.²⁸ For example, Lanphear et. al. estimated a decline of 6.2 points in full scale IQ for an increase in blood lead levels from <1 to 10 µg/dL.²⁹ Low-level exposure has also been associated with neurological effects such as hearing impairment and peripheral nerve dysfunction.³⁰

New data increasingly shows that health effects occur in both children and adults at low levels of lead exposure. Therefore, to protect the health and welfare of the public, especially of children, the EPA should strive to eliminate every source of lead to which the public could be exposed.

III. LEAD EMISSIONS FROM GENERAL AVIATION AIRCRAFT POSE HUMAN HEALTH AND ECOLOGICAL CONCERNS.

The use of leaded aviation gasoline results in the emission of both organic and inorganic lead-containing compounds. Organic alkyl lead compounds such as tetraethyl lead (“TEL”) are emitted into the air mostly from fueling operations. TEL decomposes fairly quickly to inorganic forms of lead once dispersed into the air, water, or soil. For example, the half-life of TEL in summer atmospheres is approximately 2 hours and is on the order of several days in winter atmospheres.³¹

Inorganic forms of lead enter the environment from the decomposition of organic alkyl lead compounds, and more significantly, as tailpipe emissions from the gasoline combustion process. Inorganic forms of lead are highly persistent in the environment. Wet or dry deposition removes lead particles from the atmosphere and deposits them on soil and water surfaces.³² Lead emitted as particles may remain airborne for up to ten days and may thus be transported far from the original source.³³

²⁴ ATSDR Report at 17.

²⁵ Muntner, P.; He, J.; Vupputuri, S.; Coresh, J.; Batuman, V. (2003) Blood lead and chronic kidney disease in the general United States population: results from NHANES III. *Kidney Int.* 63: 1044-1050.

²⁶ ATSDR Report at 9.

²⁷ Toxicological Profile at 9.

²⁸ Toxicological Profile at 25.

²⁹ Lanphear, B. P. (2005) Childhood lead poisoning prevention: too little, too late. *JAMA J. Am. Med. Assoc.* 293: 2274-2276.

³⁰ ATSDR Report at 17.

³¹ PBT National Action Plan for Alkyl-Lead, U.S. EPA Persistent, Bioaccumulative, and Toxic Pollutants (PBT) Program (June 2002) [PBT Action Plan] at 13.

³² *Id.*

³³ *Id.*

As a result of the use of leaded aviation gasoline, humans and ecological receptors at or near general aviation airports may be exposed to elevated levels of lead. The main routes of human exposure to lead compounds at or near general aviation airports in urban areas include: (i) inhalation of airborne organic and inorganic lead, (ii) ingestion of lead-contaminated dusts formed via deposition of airborne lead, and (iii) ingestion of contaminated home-grown fruits and vegetables (also via particulate deposition). In farming areas, additional exposure could result from the contamination of food-animals via lead deposition onto soils, forage areas, and farm ponds.

Inhalation and ingestion exposures are likely to occur to workers, pilots, passengers and other individuals at general aviation airports. Inhalation, ingestion, garden-produce and other indirect exposures are likely to occur to residents and others located on the periphery of general aviation airports.

In addition, lead emissions from general aviation airports may also accumulate in local and regional surface waters:

Transport of lead to surface waters can occur through direct deposition from the atmosphere, via industrial waste water discharge, or as runoff (e.g., lead associated with suspended solids in the erosional process) [...] Inorganic lead may bioconcentrate in some aquatic animals, especially benthic organisms such as bottom feeding fish and shellfish such as mussels....³⁴

In this way, lead from general aviation airports is likely to contaminate sources of drinking water and fishing resources, and could also cause various adverse ecological impacts.

While the greatest source of lead air emissions comes from stationary sources like lead smelters, general aviation is the one major mobile source, constituting at least 13% all lead air emissions.³⁵ Other mobile sources of airborne lead emissions are recreational marine vehicles and racing automobiles.³⁶ The latter of these lead sources is being phased out. The National Association of Stock Car Auto Racing (NASCAR) has announced that by 2008, NASCAR will switch to unleaded gasoline.³⁷ This is the result of the EPA's 2002 Persistent, Bioaccumulative, and Toxic Pollutants (PBT) Action Plan, in which it identified the removal of lead from NASCAR vehicle fuel as its key priority over the next five years.³⁸ The EPA has not made the removal of lead from general aviation fuel a similar priority even though, in 1996, U.S. refineries produced over 3,000 times as many gallons of aviation gasoline as NASCAR fuel used in 1998.³⁹

EPA's concern with removing lead from NASCAR fuel indicates the importance of removing mobile source lead emissions, and yet EPA has not acted to address lead fuel use in general aviation fuel. General aviation constitutes a substantially higher percentage of lead air

³⁴ *Id.*

³⁵ National Air Quality and Emission Trends Report, U.S. EPA (2003).

³⁶ PBT Action Plan at 7.

³⁷ Viv Bernstein, *NASCAR Plans to Switch to Unleaded Fuel in '08*, New York Times, January 20, 2006, at 2.

³⁸ PBT Action Plan at 3.

³⁹ *Id.* at 25.

emissions than auto racing. In 2002, general aviation comprised 125.5 annual tons, or about 88% of lead from all mobile sources.⁴⁰ This percentage will increase with NASCAR adopting unleaded fuel. Now that leaded gasoline use in NASCAR has been addressed, it is time for the EPA to focus on the more important task of removing lead from general aviation fuel.

IV. SAFE UNLEADED ALTERNATIVES TO AVIATION GASOLINE EXIST AND SHOULD BE BETTER UTILIZED.

As described below, contrary to the EPA's assertions,⁴¹ safe unleaded alternatives to aviation gasoline do exist. Since 1999, the research and development process has produced unleaded fuels that have received approval from the FAA for current use. Tens of thousands of low-performance aircraft have received supplemental type certificates allowing them to run on unleaded automobile gasoline (commonly referred to as "mogas" in the aviation community). Additionally, a mogas alternative, 82UL, has been developed for use by some low-performance planes. The combination of these two fuels can be utilized by nearly seventy percent of all piston-driven aircraft. Additionally, the FAA allows a select number of planes to run on an ethanol based aviation fuel (AGE85); the remaining thirty percent of general aviation planes can potentially use this unleaded gasoline.

A. A LARGE PORTION OF GENERAL AVIATION AIRCRAFT CAN CURRENTLY USE UNLEADED AUTOMOBILE GASOLINE SAFELY ONCE ISSUED A SUPPLEMENTAL TYPE CERTIFICATE BY THE FAA.

Seventy percent of general aviation aircraft are capable of running on mogas upon being issued a supplemental type certificate (STC).⁴²

To ensure the production of safe aircraft, the FAA puts all planes through a certification process. Once the FAA determines that an aircraft meets the prescribed safety standards, it shows its approval by issuing a "type certificate." 49 U.S.C.S. § 44704(a)(1). For alterations to an airplane or its engine, each applicant must show that the changes comply with the aforementioned safety standards. 14 C.F.R. § 21.115 (2006). When the FAA confirms compliance, they issue a "supplemental type certificate." 49 U.S.C.S. § 44704(b)(1). Since changes in fuel usage involve the plane's engine, approval to begin using automotive gasoline (mogas) rather than aviation gasoline (avgas) requires the applicant to obtain an STC. Indeed, the FAA has issued STCs for airplanes and engines using mogas since 1982,⁴³ including over 40,000 through the Experimental Aircraft Association (EAA).⁴⁴

As long as pilots use mogas in accordance with their STC, safety is no more an issue than with avgas. The FAA first issued a STC approving the use of mogas twenty-four years ago.

⁴⁰ National Emissions Inventory for Lead, U.S. EPA (2002).

⁴¹ EPA Comments at p.42.

⁴² Michael A. Dornheim, *100LL Demise Expected Over Next Decade*, Aviation Week & Space Technology, July 23, 2001, at 51.

⁴³ *Id.*

⁴⁴ Experimental Aircraft Association, <http://www.eaa.org/education/fuel/index.html> (last visited March 13, 2006).

Since then, the FAA has determined that aircraft using mogas are as safe as those running on avgas:

Autogas⁴⁵ use has been extensively compared, tested, and analyzed. Autogas has been shown to be an acceptable alternative to avgas for airplanes and engines approved for such use. Airplanes and engines approved for autogas have met the FAA certification requirements for engine detonation, engine cooling, fuel flow, hot fuel testing, fuel system compatibility, vapor lock, and performance...In summary, there are numerous studies and technical reports available comparing autogas to avgas for use in certified airplanes and engines. The service history for airplanes and engines using autogas has been good and is comparable to avgas.⁴⁶

A plane's mogas STC specifies which grade of mogas it can use. Many of these STCs allow the use of regular grade unleaded mogas in place of Grade 80/87 avgas.⁴⁷ However, some allow premium grade mogas, usually for planes that would otherwise run on 91/96 or 100LL avgas.⁴⁸ Given these specifications, the FAA,⁴⁹ Experimental Aircraft Association,⁵⁰ and other aviation commentators⁵¹ emphasize that pilots should strictly adhere to the terms of their STCs. Nonetheless, since STCs allow the use of a variety of grades of mogas to replace multiple grades of avgas, the number of general aviation aircraft able to run on mogas is greatly increased.

In 2000, the FAA Small Airplane and Engine and Propeller Directorate approved the use of another unleaded fuel, 82Unleaded (82UL) gasoline, as an alternative to mogas.⁵² 82UL is a variation of mogas designed specifically for piston-driven aircraft, produced from the same fuel stocks but with fewer of the additives found in automobile gasoline.⁵³ Planes can use it with STCs that approve the use of mogas with an octane rating of 82 or less. While 82UL is not yet commercially available, it has already completed the FAA's rigorous approval process. Given its certification, 82UL could be phased into production if needed.

From a cost standpoint, increased utilization of mogas would lead to significant savings for general aviation pilots. Nationally, 100LL avgas averages \$3.72 per gallon with the price exceeding six dollars in several areas.⁵⁴ By comparison, mogas pumped at airports averages just \$2.77 per gallon with a high of four dollars in only one region.⁵⁵ Gasoline pumped from the neighborhood station costs even less: the national average is \$2.36 per gallon with the price

⁴⁵ In aviation circles, "Autogas" and "Mogas" are used interchangeably.

⁴⁶ Letter from Michael Gallagher, Manager of the FAA Small Airplane Directorate, to Earl Lawrence, Executive Director of the Experimental Aviation Association (June 4, 1998), *available at* <http://www.eaa.org/education/fuel/letter.pdf>

⁴⁷ FAA Revised Special Airworthiness Information Bulletin, April 5, 2000, *available at* <http://www.faa.gov/aircraft/safety/alerts/saib/media/CE-00-19R1.htm> (last visited March 15, 2006).

⁴⁸ *Id.*

⁴⁹ *Supra* note 46.

⁵⁰ *Supra* note 44.

⁵¹ John Ruley, *Avgas vs. Autogas*, May 5, 2004, <http://www.avweb.com/news/maint/187232-1.html>.

⁵² *Supra* note 47.

⁵³ *Id.*

⁵⁴ AirNav, <http://www.airnav.com/fuel/report.html> (last visited March 13, 2006).

⁵⁵ *Id.*

falling between \$2.05 and \$2.93.⁵⁶ Based on the average prices, a pilot would save ninety-five dollars for every one hundred gallons of fuel bought at the airport; the savings increases to \$141.00 when purchased at a gas station.

Increasing the use of mogas in aircraft would prove highly beneficial to the public generally and to general aviation pilots specifically. If all seventy percent of those planes able to use mogas did so, it would result in a thirty percent reduction of overall avgas use.⁵⁷ Such a decrease would result in the removal of more than thirty-seven tons of lead emissions from the air and a significant overall diminution of lead exposure to the American people.⁵⁸ Similarly, less avgas use would reduce the more direct lead exposure experienced by residential communities adjacent to airports as well as pilots and airport personnel, in addition to reducing the cost of operating general aviation aircraft. With the FAA already deeming mogas use safe through its certification program, an exercise of the EPA's section 231 authority would prompt the FAA to expand a program already in existence. Increased issuance of mogas STCs would have a positive impact on the general aviation community and the public at large.

B. HIGH-PERFORMANCE AIRCRAFT WITH PROPER CERTIFICATION CAN SAFELY RUN ON ETHANOL BASED FUEL.

In April 1999, the FAA issued STCs for aircraft and engines to use Aviation Grade Ethanol 85 (AGE85).⁵⁹ AGE85 is an unleaded, "high-performance, high-octane fuel -- just what newer, high-performance, high-compression aircraft engines need [--]" designed specifically to replace 100LL fuel.⁶⁰

While high-performance aircraft comprise only thirty percent of general aviation planes, they consume nearly seventy percent of the total avgas due to the increased energy needs of their 200+ horsepower engines. Though AGE85 is not widely available at present, current and continued expansion of commercial ethanol production facilities⁶¹ could potentially cover the fuel needs of most high-performance engines, resulting in the removal of nearly eighty-eight tons

⁵⁶ GasWatch, <http://www.gaswatch.info/> (last visited March 13, 2006).

⁵⁷ *Supra* note 42. Generally speaking, approximately 70% of general aviation aircraft are considered "low-performance." According to 14 C.F.R. § 61.31(f) (2006), planes with engines of greater than 200 Horsepower are classified as "high-performance" and require additional pilot training. Only 30% of general aviation aircraft are high-performance; however they use nearly 70% of consumed avgas.

⁵⁸ 2002 National Emissions Inventory for Lead, U.S. EPA (General Aviation emitted 125.5 tons of lead in 2002).

⁵⁹ STCs are available for the Cessna 180 and 182s as well as the O-470 and UTS engines. Additionally, dual-fuel STCs are available for the same aircraft and engines. STCs for the Lycoming IO-360 and Pratt and Whitney R-1340 are in progress. See <http://www.age85.org/STCs.htm> (last visited March 15, 2006).

⁶⁰ At Last, A Low-Cost Aviation Gasoline That Gets The Lead Out, Science Daily, July 20, 1999, available at <http://www.sciencedaily.com/releases/1999/07/990720083151.htm> (last visited March 15, 2006).

⁶¹ At the end of 2005, construction of new refineries and ongoing expansions were expected to add as much as 1.5 billion gallons of annual ethanol production capacity in the United States. Since 2001, U.S. ethanol production has increased by 126%. Renewable Fuels Association, *From Niche to Nation: Ethanol Industry Outlook 2006*, at 2, available at http://www.ethanolrfa.org/objects/pdf/outlook/outlook_2006.pdf (last checked April 5, 2006). Also, Richard Branson, owner of Virgin Atlantic, recently announced plans to invest \$400 million in ethanol fuel factories for use in his planes and trains; \$30- \$40 million of the initial investment will be made in the United States as soon as this year. Jason Niss, *Branson to put \$400 million into making 'green' fuel*, London Independent, April 2, 2006, News at 1.

of lead emissions. Additionally, since dual-fuel STCs are also available,⁶² blends of AGE85 with 100LL, while not as substantial as exclusive AGE85 use, could still result in significant lead emission decreases. As 100LL availability decreases and AGE85 availability increases, blending of the two offers a viable solution for a transition from one fuel to the other.

As with mogas, AGE85 offers significant cost-benefits to general aviation pilots. Nationally, 100LL avgas averages \$3.72 per gallon.⁶³ When the FAA first approved AGE85 in 2000, pure ethanol cost \$0.95 per gallon and AGE85 was expected to sell for \$1.10 per gallon; a 16% increase over the initial price.⁶⁴ Today, ethanol averages \$2.39 per gallon in the Midwest⁶⁵ and \$2.45 nationally.⁶⁶ Calculating the price as a 16% increase over the averages, AGE85 would cost from \$2.77 to \$2.84. That amounts to a cost-savings of \$88 to \$95 for every one-hundred gallons of fuel.

Recently, a Brazilian aircraft company, Embraer, developed and received type certification (from the Brazilian equivalent of the FAA) for the ethanol fueled Ipanema cropduster. This plane is the first “series production aircraft in the world coming out of the factory certified for flying with ethanol.”⁶⁷ In addition to running exclusively on ethanol fuel, the new engine provides a five percent boost in power, improving takeoff, climbing rate, speed, and maximum altitude.⁶⁸ The reception of the Ipanema has been overwhelmingly positive: Scientific American named it one of the top-50 worldwide inventions of 2005.⁶⁹

While the Ipanema is not yet approved for use in the United States, it is important to note that the plane’s engine is an altered version of the American made Lycoming motor,⁷⁰ suggesting that it would be either relatively easy to develop an American version or quickly adopt the Brazilian one for use in the United States. Furthermore, the French company Aero-Alcohol has developed a kit to convert non-ethanol Ipanema planes for ethanol use. This development has attracted the attention of the American Society for Testing and Materials (ASTM) which hopes to consolidate international ethanol standards using the Ipanema’s specifications as a starting point.⁷¹

AGE85 has already received approval for use by the FAA as a safe and viable fuel even though it is not yet available nationwide. With aviation-related ethanol fuel research on the rise at the FAA Hughes Technical Center, in Brazil, and elsewhere, and with American ethanol

⁶² *Supra* note 59.

⁶³ *Supra* note 54.

⁶⁴ Perspectives: A newsletter covering the research, demonstration and education projects of the Iowa Energy Center, January/February 2000, available at <http://www.energy.iastate.edu/news/newsletters/perspectives/JanFeb2000.pdf> (last visited March 31, 2006).

⁶⁵ State average fuel ethanol rack prices, available at <http://ethanolmarket.com/fuelethanol.html> (last visited March 31, 2006).

⁶⁶ Fuel ethanol terminal market price history – 18 months, available at http://www.energy.ca.gov/gasoline/graphs/ethanol_18-month.html (last visited March 31, 2006).

⁶⁷ http://www.greencarcongress.com/2004/10/embraersquos_e.html (last visited March 15, 2006).

⁶⁸ *Id.*

⁶⁹ James E. Hardwick, *The Ethanol-Fueled, Brazilian-Built Ipanema Agricultural Aircraft*, Business & Commercial Aviation, February 1, 2006.

⁷⁰ E-mail from a Brazilian Diplomat (March 14, 2006) (on file with author).

⁷¹ *Id.*

production increasing and President Bush's 2006 State of the Union address encouraging the industry's growth, use of AGE85 should increase in the near future. This will provide unleaded aviation fuel for high-performance aircraft of a similar quality to avgas.

Finally, European development of a diesel-cycle jet fuel general aviation engine offers yet another possible solution: jet fuel is unleaded and readily available at airports in Europe.⁷²

CONCLUSION

As described above, nearly seventy percent of general aviation aircraft can safely use either standard unleaded automobile gas or 82UL gas. Switching to these alternatives would reduce lead emissions from general aviation aircraft by almost 38 tons. Likewise, the ethanol-based AGE85, which has received FAA approval, has the potential to be used by the remaining thirty percent of planes, eliminating an additional 87.85 tons of lead emissions.

These are just some of the current alternatives to leaded avgas. As energy independence becomes a more prevalent societal and economic issue, alternative fuel research is increasing and bound to produce even more choices. In such a dynamic environment, the EPA has the opportunity to adopt rules forcing this technology -- authority the EPA agrees it has under section 231.⁷³ Indeed, since mogas, 82UL, and AGE85, are already in existence and have the approval of the FAA, the EPA does not even need to force technology development: it only needs to encourage its present utilization.

WHEREFORE, petitioners request that the Administrator:

- (1) Make a finding that lead emissions from general aviation aircraft endanger public health and welfare and issue a proposed emissions standard for lead from general aviation aircraft under § 231 (a) (2) (A) of the Clean Air Act; or, in the alternative,
- (2) Commence a study and investigation of the health and environmental impacts of lead emissions from general aviation aircraft, including impacts to humans, animals and ecosystems, under § 231 (a) (2) of the Clean Air Act, and issue a public report on the findings of the study and investigation.

As required by law, the EPA is required to give this petition prompt consideration. Additionally, under the Administrative Procedure Act, agency action includes a failure to act. Therefore, petitioners request a substantive response to this petition within 180 calendar days.⁷⁴

⁷² Michael A. Taverna, *SMA Diesel Revs Up*, Aviation Week & Space Technology, May 24, 2004, at 68.

⁷³ *Supra* note 3 at 4 (EPA conclusion that section 231 does not preclude a technology forcing standard).

⁷⁴ 42 U.S.C. § 7604(a) (requiring notice of 180 days prior to commencing an action for unreasonable delay).

Respectfully submitted,

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STUDENT CLINICIANS FOR PETITIONER
FRIENDS OF THE EARTH

Exhibit 2

**BEFORE THE ADMINISTRATOR OF THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

PETITION FOR RECONSIDERATION

**FRIENDS OF THE EARTH
Petitioner
1100 15th St. NW, 11th Floor
Washington, DC 20005**

**PHYSICIANS FOR SOCIAL RESPONSIBILITY
Petitioner
1111 14th Street, NW, Suite 700
Washington, DC 20005**

**OREGON AVIATION WATCH
Petitioner
PO Box 838
Banks, OR 97106**

**PETITION FOR RECONSIDERATION OF EPA'S DENIAL OF FRIENDS OF THE
EARTH'S OCTOBER 3, 2006 PETITION FOR RULEMAKING SEEKING THE
REGULATION OF LEAD EMISSIONS FROM GENERAL AVIATION AIRCRAFT
UNDER § 231 OF THE CLEAN AIR ACT AND PETITION FOR RULEMAKING
SEEKING THE REGULATION OF LEAD EMISSIONS FROM GENERAL AVIATION
AIRCRAFT UNDER § 231 OF THE CLEAN AIR**

April 21, 2014

INTRODUCTION AND SUMMARY OF PETITION

On October 3, 2006, Friends of the Earth (“FoE”) submitted a Petition for Rulemaking (the “Petition”) with the Administrator of the U.S. Environmental Protection Agency (“EPA”). In the Petition, FoE asked EPA to find that lead emissions from aviation aircraft using leaded aviation gasoline (“avgas”) contribute to lead air pollution that may endanger public health or welfare. On July 18, 2012, nearly six years after the Petition was filed, EPA denied FoE’s

request for an endangerment finding.¹ This Petition seeks reconsideration of that denial and affirmatively requests that EPA make an endangerment finding.

The basis of this Petition is simple and straightforward. The only showing required for a finding of endangerment is that lead emissions from aircraft engines fueled by leaded aviation gasoline cause, or contribute to, air pollution which may reasonably be anticipated to endanger public health or welfare. In this case, both prongs of that test have been met. By categorizing lead as a criteria pollutant and promulgating National Ambient Air Quality Standards (“NAAQS”) for lead, EPA has already determined conclusively that lead is a pollutant that may reasonably be anticipated to endanger public health or welfare. EPA also has determined that lead emissions from aircraft engines fueled by leaded aviation gasoline constitute the largest single contributing source to overall airborne lead pollution. In so doing, EPA has established that emissions from aircraft using leaded aviation gasoline cause, or contribute to, air pollution which may reasonably be anticipated to endanger public health or welfare. There is no need for further study. EPA has all of the evidence it needs to make an endangerment finding.²

PETITION

Pursuant to the Right to Petition Government Clause contained in the First Amendment of the United States Constitution, the Administrative Procedure Act, and the Clean Air Act (“CAA”), petitioners file this Petition for Reconsideration with the Administrator and respectfully request the following:

- (1) That the Administrator reconsider the denial of FoE’s October 3, 2006 Petition;
- (2) That the Administrator find that lead emissions from general aviation aircraft cause or contribute to air pollution which may reasonably be anticipated to endanger public health or welfare; and
- (3) That after the Administrator makes an endangerment finding, the Administrator commence the rulemaking process and issue proposed emission standards for lead from general aviation aircraft under §231(a)(2)(A) of the CAA.

PETITIONERS

Friends of the Earth

Petitioner FoE is a tax-exempt environmental advocacy organization founded in 1969 and incorporated in the District of Columbia, with offices in Washington, DC and Berkeley,

¹ Memorandum from EPA Administrator in Response to Petition Regarding Lead Emissions from General Aviation Aircraft Piston-Engines (Jul. 18, 2012), *available at* <http://www.epa.gov/otaq/regs/nonroad/aviation/ltr-response-av-ld-petition.pdf> [hereinafter “EPA’s Response”].

² As discussed below, after EPA finds endangerment, it should take immediate steps to start phasing out the use of leaded aviation gasoline.

California. As of April 2014, FoE had more than 23,600 members across all 50 states in the United States and more than 235,000 activists. FoE is part of Friends of the Earth International, a federation of grassroots groups working in 74 countries on today's most urgent environmental and social issues.

FoE's mission is to defend the environment and champion a healthy and just world. To this end, one of FoE's key programs is the promotion of policies and actions that prevent air pollution and that minimize the negative impacts of pollution on human health. FoE relies on sound science and uses the law to create and advocate for innovative strategies to conserve natural resources and protect public health and the environment. A core element of FoE's mission is work to reduce air and water pollution throughout the United States. To these ends, FoE actively engages in rulemaking efforts before EPA and other regulatory agencies relating to the regulation of industrial sources of air and water pollution and in litigation to support these efforts.

Physicians for Social Responsibility

Physicians for Social Responsibility ("PSR") is the largest physician-led nonprofit organization in the U.S. working to slow, stop and reverse global warming and toxic degradation of the environment. Founded in 1961, PSR has a national network of 50,000 health professionals and concerned citizen members and e-activists, twenty-five PSR chapters in nineteen states, and roughly thirty student PSR chapters at medical and public health schools. In 1992, recognizing that new dangers threaten our communities, PSR expanded its mission to include environmental health. Since then, PSR has brought the medical and public health perspective to protect today's and future generations from the health effects of global warming and toxic degradation of the environment. PSR strives to educate and activate the medical and broader health community, and the public, through research, analysis, collaboration, and targeted communications. PSR advocates for government and societal change at the local, state, and national level. PSR has been active in identifying and combating the effects of lead exposure, particularly the effects on children, through its research, advocacy, and educational activities. PSR played a key role in the passage of the National Housing Bill of 1992, which significantly reduced the amount of lead in drinking water in the United States. More recently PSR's Los Angeles chapter co-sponsored The Childhood Lead Poisoning Prevention Act of 2007, which sought to increase the number of children tested for lead poisoning by utilizing the state's immunization program.

Oregon Aviation Watch

Oregon Aviation Watch ("OAW") is a non-profit organization dedicated to research, education and advocacy on behalf of the public interest and public welfare regarding aviation issues. OAW seeks to enhance and protect the quality of life for Oregon residents by eliminating the adverse impacts of aviation activity, as well as achieve a transparent, accountable, and sustainable aviation system that neither disregards nor diminishes the environment, livability, health, or well-being of current and future generations of Oregon residents. OAW provides information on aviation policy in Oregon and nationally, and shares its experiences dealing with these issues. OAW strives to reduce the sense of isolation and powerlessness people sometimes feel when confronted with the bureaucratic runaround and lack of democratic principles so often

encountered when dealing with aviation issues. To further these goals OAW has gathered and written numerous articles on the subject of lead pollution from piston craft airplanes, and has filed requests and motions with local airports to install monitoring equipment to further show the effects and dangers of leaded avgas. OAW also provides regular email updates to a broad base of local supporters, elected officials and environmental organizations to keep the public apprised of current aviation issues. OAW is active at the local level in ensuring decision-makers take into account the health and well-being of communities who live near airports throughout Oregon.

PETITION HISTORY

Over ten years ago, FoE brought the issue of lead emissions from general aviation aircraft to the attention of EPA in a letter requesting that the Agency make an endangerment finding regarding such emissions.³ Two years later EPA responded, stating that there was insufficient evidence for EPA to make a determination that aircraft lead emissions could be reasonably anticipated to endanger public health or welfare.⁴

On October 3, 2006, FoE submitted a Petition for Rulemaking with EPA (the “2006 Petition”). In the 2006 Petition, FoE again asked EPA to find that lead emissions from general aviation aircraft endanger public health or welfare. FoE also requested that EPA issue a proposed emissions standard for lead from general aviation aircraft. On November 16, 2007, EPA requested public comment on the 2006 Petition.⁵ FoE submitted comments to EPA on March 18, 2008.

On April 28, 2010, EPA issued an Advanced Notice of Proposed Rulemaking (“ANPR”).⁶ In the ANPR, EPA acknowledged the serious health effects associated with exposure to lead at much lower levels than previously identified.⁷ The ANPR also confirmed that aircraft fueled by leaded aviation gasoline constitute “the largest single source category for emissions of lead to air, comprising approximately half of the national inventory.”⁸ The ANPR further noted that communities living near airports, children attending schools near airports, and airline pilots are all at risk of exposure to lead from these aircraft.⁹ Nevertheless, the ANPR sought further public input regarding the 2006 Petition.¹⁰

³ Letter from Golden Gate Univ. to EPA Administrator (Dec. 12, 2003), *available at* <http://www.regulations.gov/#!documentDetail;D=EPA-HQ-OAR-2002-0030-0106> (In 2003, FoE was known as the Bluewater Network).

⁴ EPA, Emissions Standards and Test Procedures for Aircraft and Aircraft Engines: Summary and Analysis of Comments 40-43 (Nov. 2005).

⁵ Petition Requesting Rulemaking to Limit Lead Emissions from General Aviation Aircraft; Request for Comments, 72 Fed. Reg. 64,570 (proposed Nov. 16, 2007).

⁶ Advance Notice of Proposed Rulemaking on Lead Emissions From Piston-Engine Aircraft Using Leaded Aviation Gasoline, 75 Fed. Reg. 22,439 (proposed Apr. 28, 2010) [hereinafter “ANPR”].

⁷ *See id.* The ANPR also admitted that EPA’s review of lead air quality standards in 2008 did not identify a safe level of lead emissions.

⁸ *Id.* at 22,442.

⁹ *Id.* at 22,459-463.

¹⁰ *Id.* at 22,441.

On July 18, 2012, nearly six years after the 2006 Petition was filed, EPA issued its Memorandum in Response to Petition Regarding Lead Emissions from General Aviation Aircraft Piston-Engines denying FoE's request for an endangerment finding.¹¹ EPA suggested that more data regarding demographics and air lead levels at and around airports would allow EPA to make a judgment on whether lead emissions from aircraft fueled by leaded aviation gasoline are a danger to public health.¹² EPA also suggested that additional studies were necessary "since previous airport modeling studies had not focused on identifying near-field gradients in lead concentrations from piston-engine aircraft, or attempted to differentiate aircraft lead emissions from other sources of ambient air lead (e.g., roadways)."¹³ EPA estimated that it would take up to three years in order to make a judgment on whether lead emission from general aviation aircraft piston engines cause or contribute to air pollution which may reasonably be anticipated to endanger public health or welfare.¹⁴

FACTUAL BACKGROUND

1. EPA's Recognition of the Health Impacts of Airborne Lead.

More than forty years ago, in 1973, EPA concluded that airborne lead was a danger to public health including "a significant risk of harm to the health of urban population groups, especially in children" and required a phase out of lead used in motor vehicle gasoline.¹⁵ Three years later, in 1976, EPA listed lead as a pollutant that "cause[s] or contribute[s] to air pollution which may reasonably be anticipated to endanger public health or welfare" and is emitted "from numerous or diverse mobile or stationary sources."¹⁶

In 1978, EPA stated that "it remains the Agency's belief that airborne lead directly and indirectly contributes to the risk of adverse health consequences and that sufficient clinical and epidemiological evidence is available to form a judgment as to the extent of this contribution."¹⁷ EPA further found that an increase in airborne lead produces increases in blood lead levels that cause human health risks such as "permanent, severe, neurological damage or death."¹⁸

A few years later, in 1982, EPA restated that increased use of lead in gasoline should be avoided out of "concern over the impact of total environmental loadings of lead, including exposures that may result from contaminated soil, dust, water," and foodstuffs.¹⁹ Then, in 1986, EPA revised its "Air Quality Criteria" for lead, recognizing that lead is more dangerous than

¹¹ See EPA's Response.

¹² *Id.* at 5.

¹³ *Id.* at 8.

¹⁴ *Id.* at 15.

¹⁵ ANPR at 22,446.

¹⁶ Addition of Lead to List of Air Pollutants, 41 Fed. Reg. 14,921, 14,921 (Apr. 8, 1976); 42 U.S.C. § 7408(a)(1)(A), (a)(1)(B).

¹⁷ National Primary and Secondary Ambient Air Quality Standards for Lead, 43 Fed. Reg. 46,246, 46,250 (Oct. 5, 1978).

¹⁸ See *id.* at 46,247.

¹⁹ Regulation of Fuels and Fuel Additives, 47 Fed. Reg. 38,070, 38,076 (Aug. 27, 1982).

EPA had previously found.²⁰ EPA concluded that reducing lead air pollution would “result in significant widespread reductions in levels of lead in human blood.”²¹ EPA also again recognized that children have a greater risk for experiencing lead induced health effects.²²

In 2001, EPA admitted that “there is no known threshold for lead.”²³ Then, in 2008, EPA again tightened air quality standards for lead due to increased evidence that demonstrates adverse health effects occurring at lower lead levels than previously thought.²⁴ EPA further recognized that airborne lead emissions can continue to harm human health for years: “[o]nce deposited out of the air, [lead] can subsequently be resuspended into the ambient air and, because of the persistence of [lead], [lead] emissions contribute to media concentrations for some years into the future.”²⁵ In 2010 and 2011, EPA designated many areas of the country as not meeting the air quality standards it set for airborne lead concentrations.²⁶

EPA continued to find a wide array of serious negative health effects – due to lead exposure – at lower and lower levels in adults and especially in children.²⁷ EPA acknowledged that “the neurotoxic effects of Pb are not generally reversible.”²⁸ As EPA also noted, more than 6,000 studies on lead’s health effects have come out since 1990 showing that “[e]xposures to low levels of lead early in life have been linked to effects on IQ, learning, memory, and behavior.”²⁹ EPA has also continued to acknowledge that the health effects from airborne lead exposure are known to occur at much lower levels than experts originally believed.³⁰ In particular, EPA has explicitly stated that, “the epidemiologic and toxicological study findings show that progressively lower blood [lead] levels or [lead] exposures are associated with cognitive deficits in children.”³¹

²⁰ See EPA, Air Quality Criteria for Lead 1-159 (June 1986), available at <http://www.regulations.gov/#!documentDetail;D=EPA-HQ-OAR-2007-0294-0178>.

²¹ *Id.*

²² *Id.*; see also National Ambient Air Quality Standards for Lead, 73 Fed. Reg. 66,964, 66,968 (Nov. 12, 2008) (characterizing lead poisoning as the “number one environmental threat to the health of children in the United States”).

²³ Lead: Identification of Dangerous Lead Levels, 66 Fed. Reg. 1206, 1215 (Jan. 5, 2001); see also National Ambient Air Quality Standards for Lead, 73 Fed. Reg. 66,964 at 66,968 (acknowledging that “there is now no recognized safe level of [lead] in children’s blood”).

²⁴ National Ambient Air Quality Standards for Lead, 73 Fed. Reg. 66,964.

²⁵ *Id.* at 66,971.

²⁶ See Air Quality Designations for the 2008 Lead (Pb) National Ambient Air Quality Standards, 75 Fed. Reg. 71,033 (Nov. 22, 2010) (codified at 40 C.F.R. Part 81); see also Air Quality Designations for 2008 Lead (Pb) National Ambient Air Quality Standards, 76 Fed. Reg. 72,097 (Nov. 22, 2011) (codified at 40 C.F.R. Part 81) (identifying additional areas that fail to meet national ambient air quality standards for lead).

²⁷ 73 Fed. Reg. at 66,975-76.

²⁸ EPA, Integrated Science Assessment for Lead 1-76 (June 2013).

²⁹ See EPA’s Response at 11.

³⁰ See EPA, Integrated Science Assessment for Lead lxxi-lxxiv

³¹ *Id.* at 1-73.

2. EPA's Longstanding Knowledge of Lead Emissions from Aircraft

The 1970 Clean Air Act required EPA to conduct a study about the impact that pollutants from aircraft emissions have on air quality.³² In April 1972, EPA issued the study and recognized that general aviation aircraft emitted lead.³³ Modeling in the study indicated that lead pollutant concentrations would increase due to the use of leaded aviation gasoline.³⁴ In that report, EPA acknowledged that a switch to “low-lead or lead-free fuel” was required to address airborne lead emissions.³⁵

In 2002, in the National Emissions Inventory (“NEI”), EPA found that lead emissions from avgas were the largest source category.³⁶

In June 2002, EPA released an Action Plan to address the dangers to human health from exposure to alkyl-lead compounds including leaded avgas.³⁷ In the plan, EPA stated that “[r]esearch has clearly shown that exposure to alkyl-lead can cause serious toxic effects to the nervous system of humans, with the potential to cause neurological disorders.”³⁸ EPA further explained that exposure to alkyl-lead “may still pose a threat to certain populations.”³⁹ To address this threat, EPA says that it will continue to dialogue with the FAA on the use of leaded avgas “and the possibilities of reducing the lead content and/or replacing leaded gasoline with unleaded gasoline.”⁴⁰

In 2006 and 2007, EPA studied lead emissions from the Santa Monica Airport in California.⁴¹ EPA reported that “ambient lead increased with increasing proximity to the airport.”⁴² The data from this study “suggest that piston-engine activity can increase ambient lead concentrations in downwind neighborhood sites, resulting in levels that are four to five times higher than background levels and maximum impact site concentrations that are up to 25 times higher than background lead levels.”⁴³

³² 42 U.S.C. §7571.

³³ EPA, Aircraft Emissions: Impact on Air Quality and Feasibility of Control 8 (Apr. 1972).

³⁴ *Id.* at 8, 32 (EPA modeling projecting that lead emissions from aircraft were expected to increase at five of the six airports within the study).

³⁵ *Id.* at 48 (Table 19 recommending engine modifications to control emissions).

³⁶ Petition Requesting Rulemaking to Limit Lead Emissions from General Aviation Aircraft; Request for Comments, 72 Fed. Reg. at 64,571.

³⁷ EPA, Persistent Bioaccumulative and Toxic Pollutants Program National Action Plan For Alkyl-lead 2 (June 2002), available at http://www.epa.gov/pbt/pubs/Alkyl_lead_action_plan_final.pdf (Alkyl-leads are man-made compounds commonly used as fuel additives “to reduce ‘knock’ in combustion engines” and “to help lubricate internal engine components”).

³⁸ *Id.*

³⁹ *Id.* at 3.

⁴⁰ *Id.* at 4.

⁴¹ ANPR at 22,458.

⁴² *Id.*

⁴³ *Id.*

In the 2010 ANPR, EPA estimated that lead from general aviation aircraft engines is released at approximately 20,000 airports throughout the country.⁴⁴ EPA also estimated that there were 16 million people⁴⁵ and three million children residing and attending school in close proximity to airports that service general aviation aircraft operating on leaded avgas.⁴⁶ EPA further acknowledged that lead from aircraft was “the largest single source category for emissions of lead to air” and comprises “approximately half of the national inventory [of lead emissions].”⁴⁷ EPA then recognized that lead monitoring studies conducted near airports described in the ANPR “indicate that lead levels in ambient air on and near airports servicing piston-engine aircraft are higher than lead levels in areas not directly influenced by a lead source.”⁴⁸

In June 2013, EPA released some data from its air quality monitoring studies from airports around the country.⁴⁹ The data from two airports in California revealed exceedances of the NAAQS for lead.⁵⁰ The McClellan-Palomar Airport in San Diego⁵¹ and the San Carlos Airport in San Carlos both exceeded the maximum three-month average standard for lead.⁵²

Also in June 2013, EPA’s Integrated Science Assessment again recognized that “[d]irect emissions of Pb into the atmosphere primarily come from piston-engine aircraft. . . .”⁵³ EPA further admitted that higher emitting airports are likely to be closer to highly populated areas:

Pb emissions from piston-engine aircraft operating on leaded fuel are estimated to occur at approximately 20,000 airports across the U.S. Many of the more active airports are more numerous in highly populated metropolitan regions, which suggests that emissions from piston-engine aircraft may be higher in these locations compared with rural areas.⁵⁴

⁴⁴ *Id.* at 22,442.

⁴⁵ *Id.* at 22,460,

⁴⁶ *Id.* at 22,461.

⁴⁷ *Id.* at 22,442.

⁴⁸ *Id.*

⁴⁹ EPA, Program Update: Airport Lead Monitoring (June 2013), *available at* <http://www.epa.gov/otaq/regs/nonroad/aviation/420f13032.pdf>.

⁵⁰ *Id.* at 2.

⁵¹ EPA, Monitoring The Air for Lead Near the McClellan-Palomar Airport and Gillespie Field 2 (June 2013), *available at* <http://www.epa.gov/region9/air/airport-lead/sandiego-lead-factsheet.pdf>.

⁵² EPA, Monitoring the Air for Lead Near the San Carlos Airport 1 (June 2013), *available at* <http://www.epa.gov/region9/air/airport-lead/sancarlos-lead-factsheet.pdf>.

⁵³ EPA, Integrated Science Assessment For Lead 2-4 (June 2013), *available at* <http://cfpub.epa.gov/ncea/isa/recordisplay.cfm?deid=255721#Download>.

⁵⁴ *Id.* at 2-5.

BASIS OF PETITION FOR RECONSIDERATION

This Petition for Reconsideration is based on the following:

1. EPA improperly applied the law governing endangerment findings, and ignored its own prior interpretation of that law, by conflating the two prongs of the test for finding endangerment;
2. EPA has long known that lead air pollution presents serious risks to human health and that lead emissions from general aviation aircraft contribute to overall lead air pollution; and
3. Scientific developments that have occurred since the Petition was filed and since EPA's Response further emphasize the need for urgent action by EPA. Studies show that children in particular suffer irreversible neurological and cognitive damage as a result of exposure even to very small amounts of airborne lead, damage that continues to be inflicted as EPA fails to act.

SECTION 231 OF THE CLEAN AIR ACT AND EPA'S INTERPRETATION OF THE TWO-PART TEST FOR ENDANGERMENT FINDINGS

Section 231(a)(2)(A) of the CAA requires that the EPA Administrator "shall, from time to time, issue proposed emission standards applicable to the emission of any air pollutant from any class or classes of aircraft engines which in [her] judgment causes, or contributes to, air pollution which may reasonably be anticipated to endanger public health or welfare."⁵⁵ The exercise of the Administrator's judgment—commonly referred to as an endangerment and cause or contribute finding or simply an endangerment finding—entails a two-part inquiry:⁵⁶

1. Whether the specific type air pollution at issue, when considered cumulatively, "may reasonably be anticipated to endanger public health or welfare;"⁵⁷ and, if so
2. Whether emissions of the pollutant from a class of aircraft engines cause or contribute to the cumulative air pollution.⁵⁸

When both prongs are met, the Agency must issue proposed emission standards for the source category in question.

⁵⁵ 42 U.S.C. § 7571(a)(2)(A).

⁵⁶ See Proposed Endangerment and Cause or Contribute Findings for Greenhouse Gases Under Section 202(a) of the Clean Air Act, 74 Fed. Reg. 18,886, 18,890 (Apr. 24, 2009).

⁵⁷ *Id.*

⁵⁸ See Endangerment and Cause or Contribute Findings for Greenhouse Gases Under Section 202(a) of the Clean Air Act, 74 Fed. Reg. 66,496, 66,506 (Dec. 15, 2009) [hereinafter "GHG Endangerment Finding"] (interpreting the parallel endangerment finding standard for motor vehicles, the EPA stated that "the Administrator is to consider the cumulative impact of sources of a pollutant in assessing the risks from air pollution, and is not to look only at the risks attributable to a single source or class of sources" and that the Administrator "need not find that emissions from any one sector or group of sources are the sole or even the major part of an air pollution problem").

EPA's Response states that the Agency intends to follow a general approach similar to that used to make an endangerment finding regarding greenhouse gas emissions from motor vehicles under CAA Section 202(a), which contains the same two-prong endangerment standard as Section 231.⁵⁹ In this case, however, the reasoning behind EPA's endangerment and cause or contribute findings for greenhouse gases, in particular the strong emphasis on the preventive or precautionary nature of the CAA and the predominate value of protecting public health,⁶⁰ argues for an immediate endangerment finding rather than for additional studies. Recognizing the two-part test of Section 202(a), former Administrator Jackson interpreted her obligations regarding endangerment findings as follows:

1. "[T]he Administrator is required to protect public health and welfare, but she is not asked to wait until harm has occurred."⁶¹
2. "[T]he Administrator is to exercise judgment by weighing risks, assessing potential harms, and making reasonable projections of future trends and possibilities."⁶²
3. "[T]he Administrator is to consider the cumulative impact of sources of a pollutant in assessing the risks from air pollution, and is not to look only at the risks attributable to a single source or class of sources."⁶³
4. "[T]he Administrator is to consider the risks to all parts of our population, including those who are at greater risk for reasons such as increased susceptibility to adverse health effects. If vulnerable subpopulations are especially at risk, the Administrator is entitled to take that point into account in deciding the question of endangerment."⁶⁴
5. The Administrator "need not find that emissions from any one sector or group of sources are the sole or even the major part of an air pollution problem. The use of the term 'contribute' clearly indicates a lower threshold than the sole or major cause. Moreover, the statutory language in CAA section 202(a) does not contain a modifier on its use of the term contribute. Unlike other CAA provisions, it does not require 'significant' contribution."⁶⁵

This articulation of the Administrator's responsibilities is consistent with the recent D.C. Circuit decision that held that EPA need not provide "rigorous step-by-step proof of cause and effect" to make an endangerment finding.⁶⁶ "Awaiting certainty will often allow for only

⁵⁹ EPA's Response at 5.

⁶⁰ GHG Endangerment Finding at 66,506–07.

⁶¹ *Id.* at 66,505.

⁶² *Id.*

⁶³ *Id.* at 66,506.

⁶⁴ *Id.*

⁶⁵ *Id.*

⁶⁶ *Coal. for Responsible Regulation v. EPA*, 684 F.3d 102, 121 (D.C. Cir. 2012) (quoting *Ethyl Corp. v. EPA*, 541 F.2d 1, 28 (D.C. Cir. 1976)).

reactive, not preventive, regulation.”⁶⁷ Rather, regulatory action may be taken before the threatened harm occurs; “indeed, the very existence of such precautionary legislation would seem to demand that regulatory action precede, and, optimally, prevent, the perceived threat.”⁶⁸

ARGUMENT

A. UNDER EPA’S OWN INTERPRETATION OF THE CAA, LEAD EMISSIONS FROM GENERAL AVIATION AIRCRAFT ENGINES CONTRIBUTE TO LEAD AIR POLLUTION WHICH MAY REASONABLY BE ANTICIPATED TO ENDANGER PUBLIC HEALTH OR WELFARE.

EPA has refused to find that lead emissions from general aviation aircraft engines “cause[], or contribute[] to, air pollution which may reasonably be anticipated to endanger public health or welfare.”⁶⁹ However, under the standards followed by the EPA in its endangerment finding for greenhouse gases, there is no reasonable basis for this refusal. EPA cannot deny that airborne lead is a pollutant which may reasonably be anticipated to endanger public health or welfare—EPA has determined that fact conclusively. Nor is there a basis for denying that lead emissions from general aviation aircraft contribute to overall airborne lead pollution—EPA has already established that the largest single source of such pollution is aircraft engines fueled by leaded gasoline. The purported justifications given by EPA for denying an endangerment finding are simply an exercise in avoidance of these two facts, which are the only two facts EPA need consider before finding endangerment. EPA’s contention that further study is required is simply incorrect.

1. Lead Air Pollution May Reasonably Be Anticipated to Endanger Public Health or Welfare.

Section 231 does not require a showing that lead emissions for avgas-fueled aircraft endanger public health, only that lead air pollution—on the whole—may be reasonably anticipated to endanger public health or welfare.⁷⁰ By focusing on whether exceedances of the NAAQS exist near general aviation airports that service planes fueled by leaded avgas, EPA improperly conflates the “reasonably anticipated to endanger” prong with the “causes or contributes to air pollution” prong.

EPA’s Response failed to address the two parts of the endangerment test separately. Rather, it treated the issue as if the pertinent question is whether leaded avgas, by itself, causes harm to public health or welfare. EPA’s own interpretation of the law, however, makes clear that the two prongs are separate inquiries. The first prong requires only a determination whether the specific type of air pollution at issue, when considered cumulatively, “may reasonably be anticipated to endanger public health or welfare.” EPA need only have a *reasonable anticipation*

⁶⁷ *Id.*

⁶⁸ *Ethyl Corp.*, 541 F.2d at 13.

⁶⁹ 42 U.S.C. § 7571(a)(2)(A).

⁷⁰ *Id.*; see also GHG Endangerment Finding at 66,506.

that the pollution in question will endanger public health or welfare in order to make an endangerment finding; it need not possess proof of actual harm.⁷¹ Undeniably, “[a] statute allowing for regulation in the face of danger is, necessarily, a precautionary statute. Regulatory action may be taken before the threatened harm occurs; indeed, the very existence of such precautionary legislation would seem to demand that regulatory action precede, and, optimally, prevent, the perceived threat.”⁷²

EPA has recognized that no safe threshold for lead exists, and that lower and lower levels of lead exposure are associated with adverse health effects. As part of its most recent review of the NAAQS for lead, EPA acknowledged that with each successive assessment to-date, “the epidemiologic and toxicological study findings show that progressively lower blood Pb levels or Pb exposures are associated with cognitive deficits.”⁷³ EPA has found a positive causal relationship between exposure to lead and negative effects to human health, including nervous system effects, cardiovascular effects, renal effects, immune system effects, reproductive and developmental effects, and effects on heme synthesis and red blood cell function, and considers a causal relationship between lead exposure and cancer likely.⁷⁴

In reality, this is not a case where reasonable anticipation is even in question. As detailed above, as well as in FoE’s notice letter and complaint, EPA has long possessed evidence of the severity of the effects of lead air pollution on human health.⁷⁵ Indeed, EPA already has determined conclusively that lead air pollution “may reasonably be anticipated to endanger public health or welfare.”⁷⁶ Having made the determination that airborne lead is a pollutant that may reasonably be anticipated to endanger public health or welfare, EPA cannot now argue to the contrary. Thus, the first prong of the endangerment test is met as a matter of law.

2. Lead Emissions from General Aviation Aircraft Engines Contribute to Overall Lead Air Pollution.

Under Section 231, the Administrator “need not find that emissions from any one sector or group of sources are the sole or even the major part of an air pollution problem” in order to find a contribution to air pollution.⁷⁷ “[T]he cause or contribute test is designed to authorize

⁷¹ 42 U.S.C. § 7571(a)(2)(A); *see also Ethyl Corp.*, 541 F.2d at 13–20.

⁷² *Ethyl Corp.*, 541 F.2d. at 13.

⁷³ EPA, Integrated Science Assessment for Lead 1-73

⁷⁴ *See id.* at lxxxii-lxxxviii.

⁷⁵ *See* ANPR at 22,449 (“Lead has been demonstrated to exert ‘a broad array of deleterious effects on multiple organ systems via widely diverse mechanisms of action’” and “has been classified as a probable human carcinogen.”); *see also Ethyl Corp.*, 541 F.2d at 19 (“Undoubtedly, the harm caused by lead poisoning is severe.”).

⁷⁶ As of November 2011, EPA had identified 21 different areas of the United States where the revised NAAQS for airborne lead emissions were not being achieved. *See* Air Quality Designations for the 2008 Lead (Pb) National Ambient Air Quality Standards, 75 Fed. Reg. 71,033 (Nov. 22, 2010) (codified at 40 C.F.R. 81) (identifying 16 non-attainment areas). The increase of such nonattainment areas provides further evidence that lead air pollution may reasonably be anticipated to endanger public health or welfare. Moreover, every county that failed to meet NAAQS for airborne lead contains or is in close proximity to an airport where planes are fueled by leaded aviation gasoline.

⁷⁷ *See* ANPR at 22,445; *see also* GHG Endangerment Finding at 66,506 (“The use of the term ‘contribute’ clearly indicates a lower threshold than the sole or major cause. Moreover, the statutory language in CAA section 202(a)

EPA to identify and then address what may well be many different sectors or groups of sources that are each part of...the problem,” and the contribution need not be deemed significant.⁷⁸ By way of contrast, other CAA provisions require “significant” contribution.⁷⁹ Indeed, EPA’s position that it must complete monitoring at general aviation airports to determine whether NAAQS for lead are being exceeded appears more aligned with Section 213—CAA provisions governing emissions from non-road engines and vehicles—which calls for a determination of whether emissions of certain pollutants are “significant contributors” to pollution concentrations in nonattainment areas.⁸⁰

As EPA readily admits, aircraft engines that burn leaded avgas constitute the largest single source category for airborne lead pollution in the nation.⁸¹ These aircraft are responsible for approximately fifty percent of the lead emissions in the U.S.⁸² For other pollution sources, EPA has found contribution for far smaller percentages.⁸³ For example, EPA’s 2005 rule regulating nitrogen oxide (“NOx”) emissions from aircraft was based on amounts that constituted only 0.7% of all NOx emissions in the country.⁸⁴ Similarly, EPA’s endangerment finding for greenhouse gases was based on source categories responsible for about four percent of total global greenhouse gas emissions and for just over twenty-three percent of total U.S. greenhouse gas emissions.⁸⁵

In defense of its refusal to make an endangerment finding and as justification for its proposal to conduct additional air modeling and monitoring, EPA claims a need to characterize the levels of lead in the ambient air at and around individual airports: “The levels of lead in the environment at and around airports is expected to vary significantly based on [a variety of factors]. In light of this, EPA faces a quite intensive investigation to understand the range of lead concentrations to which people are exposed from this source.”⁸⁶ EPA’s focus on whether emissions near airports cause lead NAAQS to be approached or exceeded is misplaced. Neither section 231 nor EPA’s prior interpretation of the “endangerment and cause or contribute standard” requires the Agency to find emissions from or near a particular airport approach or

does not contain a modifier on its use of the term contribute. Unlike other CAA provisions it does not require ‘significant’ contribution.”).

⁷⁸ GHG Endangerment Finding at 66,506.

⁷⁹ See, e.g., 45 U.S.C. § 7411(b); 45 U.S.C. §7547(a)(2), (4).

⁸⁰ See 42 U.S.C. § 7547(a)(2).

⁸¹ ANPR at 22,442.

⁸² *Id.*

⁸³ Compare, e.g., 74 Fed. Reg. at 18,892 (noting that EPA found contribution for a source which was only 1.2 percent of the total inventory).

⁸⁴ Control of Air Pollution From Aircraft and Aircraft Engines; Emissions Standards and Test Procedures, 70 Fed. Reg. 69,664 at 69,668, 69,670 (Nov. 17, 2005) (codified at 40 C.F.R. 87)(EPA nonetheless (and correctly) justified the regulation because reducing 0.7% of all NOx emissions would “also help reduce levels of nitrogen dioxide (NO₂), for which NAAQS have been established”).

⁸⁵ See GHG Endangerment Finding at 66,537.

⁸⁶ EPA’s Response at 5.

exceed the lead NAAQS in order for the EPA to make an endangerment finding.⁸⁷ Variation from airport to airport has no bearing on the basic fact that lead emissions from avgas contributes to airborne lead pollution. EPA’s description of its investigation suggests an attempt to determine whether lead emissions specifically from avgas-fueled aircraft alone endanger human health, rather than whether they contribute to an overall pollution problem that the Agency already has determined may endanger health.

Moreover, as the “may reasonably be anticipated” language of section 231 affirms, the Clean Air Act is a precautionary statute under which proof of actual harm is not required. Congress directed that the regulatory action taken pursuant to an endangerment finding would be designed to “precede, and, optimally, prevent, the perceived threat.”⁸⁸ EPA is not required to document “proof of actual harm” as a prerequisite to regulation; rather, EPA is supposed to act where there is “a significant risk of harm.”⁸⁹ As the Court of Appeals for the District of Columbia emphasized:

Sometimes, of course, relatively certain proof of danger or harm from such modifications can be readily found. But, more commonly, “reasonable medical concerns” and theory long precede certainty. Yet the statutes and common sense demand regulatory action to prevent harm, even if the regulator is less than certain that harm is otherwise inevitable.⁹⁰

Simply put, further studies are not required and needlessly delay an endangerment finding that should be immediately issued.

3. Delaying an Endangerment Finding for Unnecessary Studies Is Causing Irreparable Harm to Children Now.

Children are a sub-population subject to disproportionate risks from airborne lead pollution. Airborne lead causes increased blood lead levels in children, which in turn causes cognitive impairment and IQ loss.⁹¹ EPA concluded in 2006 that the latest evidence indicates adverse health effects, most notably among children, are occurring at much lower levels than previously considered.⁹² EPA’s current knowledge and the information available to it demand rapid action, not another round of studies. Federal policy requires EPA to prioritize the elimination of such hazards to children.⁹³ Rather than do so, EPA has chosen to conduct

⁸⁷ Nevertheless, EPA’s testing results for the Santa Monica Airport in 2008 showed raised air lead levels 900 meters downwind of runways and documented the potential for three-month averages that exceed the lead NAAQS.

⁸⁸ *Ethyl Corp.*, 541 F.2d 1, 13.

⁸⁹ *Id.* at 12-13.

⁹⁰ *Id.* at 25; *see also Massachusetts v. EPA*, 549 U.S. 497, 506 n. 7 (2007) (citing *Ethyl Corp.*).

⁹¹ L.L. Brink, et al., *Do US Ambient Air Lead Levels Have a Significant Impact on Childhood Blood Levels: Results of a National Study*, J. Env’tl. & Pub. Health (Aug. 2013), *available at* <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3747402/>.

⁹² ANPR, at 22,441.

⁹³ Exec. Order No. 13,045, 62 Fed. Reg. 19,885 (Apr. 21, 1997); *see also* EPA, Guide to Considering Children’s Health When Developing EPA Actions: Implementing Executive Order 13045 and EPA’s Policy on Evaluating Health Risks to Children 5 (Oct. 2006) [hereinafter “Children’s Health”], *available at*

unnecessary studies while children and infants continue to be harmed by the largest single source of airborne lead pollution.

Studies since EPA's 2006 ANPR continue to affirm the disproportionate impact of airborne lead on children. A recent 2013 study by the University of Pittsburgh determined that a significant relationship exists between ambient air lead and childhood blood lead levels in excess of 10 µg/dL.⁹⁴ That study determined that the proportion of children three years and younger with blood lead levels in excess of 10 µg/dL was 3.4 times higher in U.S. counties with the highest ambient lead levels than in those counties with low ambient air lead levels.⁹⁵ The study also stated that the percent change in the relative risk of total numbers of children with blood lead levels in excess of 10 µg/dL increases 36% for every 0.01 µg/m³ increase in air lead value as established by EPA's National Air Toxics Assessment.⁹⁶

Lead emissions from general aviation aircraft, in particular, have been associated with elevated blood lead levels in children, even in areas with lower levels of ambient air lead. A recent study by the Nicholas School of the Environment at Duke University ("the Miranda Study") examined the question of whether there is a relationship between aircraft lead emissions and the blood lead levels of children living in six counties in North Carolina.⁹⁷ The six counties contained a total of 66 general aviation airports with estimated lead emissions 2.634 tons per year collectively. None of the counties studied were in an area in which ambient air lead levels exceeded the NAAQS. None of the counties had an airport that required monitoring for lead under current EPA rules.

The Miranda Study determined that there is a significant association between potential exposure to lead emissions from avgas and blood levels in children.⁹⁸ The study concluded that children living within 1000 meters of an airport that served aircraft fueled by leaded aviation gasoline had elevated blood lead levels, with the largest impact evident on children living within 500 meters of such airports.⁹⁹

It is increasingly clear that even slight elevations in blood lead levels do damage to children in the form of cognitive impairment and reduced IQ levels.¹⁰⁰ There is no "safe" level

[http://yosemite.epa.gov/ochp/ochpweb.nsf/content/ADPguide.htm/\\$File/EPA_ADG_Guide_508.pdf](http://yosemite.epa.gov/ochp/ochpweb.nsf/content/ADPguide.htm/$File/EPA_ADG_Guide_508.pdf); see generally Devon Payne-Sturges & Debra Kemp, *Ten Years of Addressing Children's Health Through Regulatory Policy at the U.S. Environmental Protection Agency*, 116 *Env'tl. Health Perspectives* 1720 (Dec. 2008); see generally U.S. Gen. Accounting Office, *Environmental Health: EPA Has Made Substantial Progress but Could Improve Process for Considering Children's Health*, 58-60 (Aug. 2013), available at <http://www.gao.gov/assets/660/656922.pdf>.

⁹⁴ Brink, et al., *supra*, at 6

⁹⁵ *Id.* at 7.

⁹⁶ *Id.* (noting also that "NATA lead estimates are known to be an underestimation of air lead levels").

⁹⁷ Marie Lynn Miranda, et al., *A Geospatial Analysis of the Effects of Aviation Gasoline on Childhood Blood Lead Levels*, 119 *Env'tl. Health Perspectives*, 1513 (July 2011), available at <http://ehp.niehs.nih.gov/1003231/>.

⁹⁸ *Id.*

⁹⁹ See *id.*

¹⁰⁰ See, e.g., Joel T. Nigg, et al., *Confirmation and Extension of Association of Blood Lead with Attention-Deficit/Hyperactivity Disorder (ADHD) and ADHD Symptom Domains at Population-Typical Exposure Levels*, *The J. of Child Psychol. and Psychiatry*, Jan. 2010 (linking ADHD to increases in blood lead levels).

of blood lead, or exposure to lead, especially for children.¹⁰¹ The U.S. Center for Disease Control and Prevention (“CDC”) and its predecessor agencies for many years have used blood lead level as a metric for identifying children at risk of adverse health effects and for specifying particular public health recommendations. The definition of “low level” lead exposure has been revised progressively downward as tools and study designs for evaluating neurodevelopment have evolved. Hints of health effects and intellectual impairment in children with blood lead levels below 10 µg/dL had already emerged by 1991, when CDC established 10 µg/dL as a level of concern.¹⁰² A large body of recent research demonstrates negative health effects, including learning disabilities and behavioral disorders, associated with lead exposure levels well below the CDC action level.¹⁰³ Multiple studies suggest that early childhood blood lead levels as low as 2 µg/dL can have significant impacts on academic performance as measured by end-of-grade test scores.¹⁰⁴

In June 2012 CDC concluded that it should eliminate the use of the term “blood lead level of concern” altogether, based on compelling evidence that even low blood lead levels are associated with IQ deficits, attention-related behaviors, and poor academic achievement.¹⁰⁵ The CDC concluded that because it could not identify a blood lead level that did not cause deleterious effects, combined with the evidence that these effects appear to be irreversible, it is critically important to prevent lead exposure rather than responding after the exposure has taken place.¹⁰⁶

More recently, in 2013, EPA’s monitoring at airports revealed that two airports in California were not meeting air quality standards for lead.¹⁰⁷ Both of these airports are located in urban areas, and thus expose those urban populations, which include children, to unsafe levels of lead.

¹⁰¹ 73 Fed. Reg. at 66,972.

¹⁰² Steven G. Gilbert and Bernard Weiss, *A rationale for lowering the blood lead action level from 10 to 2 µg/dL*, *Neurotoxicology*, Sept. 2006, at 3, available at <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC2212280/>.

¹⁰³ Miranda, et al., *Geospatial Analysis supra*; see Marie Lynn Miranda et al., *Early Childhood Lead Exposure and Exceptionality Designations for Students*, *Int’l J. of Child Health and Hum. Dev.* (2010); Marie Lynn Miranda et al., *Environmental contributors to the achievement gap*, 30 *Neurotoxicology* 1019 (Nov. 2009); see also Marie Lynn Miranda, et al., *The Relationship between Early Childhood Blood Lead Levels and Performance on End-of-Grade Tests*, 115 *Envtl. Health Persp.* 1242 (2007) (available via <http://dx.doi.org/>); see also Richard L. Canfield, et al., *Intellectual Impairment in Children with Blood Lead Concentrations below 10 µg per Deciliter*, 348 *New Eng. J. Med.* 1517 (2003).

¹⁰⁴ See, e.g., Miranda, et al., *Geospatial Analysis, supra*; Miranda, et al., *Early Childhood Lead Exposure, supra*; Miranda, et al., *Environmental contributors, supra*; Miranda, et al., *The Relationship between Early Childhood Blood Lead Levels and Performance on End-of-Grade Tests, supra.*; see also Canfield, et al., *Intellectual Impairment, supra*.

¹⁰⁵ CDC, *CDC Response to Advisory Committee on Childhood Lead Poisoning Prevention Recommendations in Low Level Lead Exposure Harms Children: A Renewed Call of Primary Prevention*, 1 June 2012.

¹⁰⁶ The CDC adopted a reference value based on the 97.5th percentile of the blood lead level distribution among children 1–5 years old in the United States (currently 5 µg/dL) to identify children with elevated BLLs. Approximately 450,000 children in the United States already have blood lead levels higher than this reference value. See *id.*

¹⁰⁷ EPA, *Monitoring The Air for Lead Near the McClellan-Palomar Airport and Gillespie Field 1-2* (June 2013), available at <http://www.epa.gov/region9/air/airport-lead/sandiego-lead-factsheet.pdf>; EPA, *Monitoring the Air for Lead Near the San Carlos Airport 1* (June 2013), available at <http://www.epa.gov/region9/air/airport-lead/sancarlos-lead-factsheet.pdf>.

EPA acknowledges that there is no ‘safe’ threshold” for lead.¹⁰⁸ EPA has acknowledged that “the current evidence indicates the need for a standard level that is substantially lower than the current level to provide increased public health protection, especially for at-risk groups, including most notably children.”¹⁰⁹ EPA also acknowledges that “with each successive [assessment to-date], the epidemiologic and toxicological study findings show that progressively lower blood Pb levels or Pb exposures are associated with cognitive deficits and behavioral impairments.”¹¹⁰

The evidence that children are disproportionately at risk for harm from airborne lead pollution is overwhelming. The evidence that piston engine aircraft using leaded fuel constitute the single largest source contributor to lead air pollution is indisputable. There is no need for further study in order to find endangerment. Despite this clear evidence, EPA has chosen to conduct additional unnecessary studies. While EPA has delayed, another generation of children has been exposed to increased risk of cognitive deficits and behavioral impairment. Further delay and further damage to children is unwarranted.

4. EPA’s Development of Emission Standards Does Not Justify Refusal to Make an Endangerment Finding for Lead from Aircraft.

EPA also appears to have confused its role in determining endangerment with its later role in determining how to regulate lead emissions from aircraft. EPA’s Response stated:

It is important to emphasize that EPA’s technical work has very significant potential future implications. The aviation enterprise is unique and very different from any other transportation source. In the U.S. alone, there are literally millions of piston-engine aircraft operations each year from air taxis and general aviation which fly passenger and cargo over routes of various lengths, at different altitudes and with various payloads. *Understanding piston-engine aircraft operations and how many of the flight-specific variables affects lead emissions through models and other investigations is essential to a successful national regulatory program. . . . An understanding of how all of the various aircraft and aircraft engine design (for piston-engine aircraft), and aircraft fuel factors interact to affect general aviation performance and lead emissions is essential to the development of a well constructed program that achieves the desired public health and environmental consequences.*¹¹¹

Irrespective of the eventual utility of understanding aircraft operations, the Clean Air Act does not require an investigation of such operations as part of EPA’s undertaking an endangerment finding. As EPA noted in the greenhouse gas matter, Congress explicitly

¹⁰⁸ 73 Fed. Reg. at 66,964, 66,972.

¹⁰⁹ *Id.* at 66,985.

¹¹⁰ EPA, Integrated Science Assessment for Lead, *supra*, at 1-73.

¹¹¹ EPA’s Response at 16 (emphasis added).

separated two different decisions to be made and provided different criteria for each. The first decision involves the questions whether the air pollution may reasonably be anticipated to endanger public health or welfare, and the contribution to the air pollution by the sources. If affirmative endangerment and contribution findings are made, the second decision involves regulating the sources to control the emissions.¹¹² EPA's judgment in making the endangerment and contribution findings is constrained by the statute.¹¹³ "The statutory question is whether sufficient information exists to make an endangerment finding.' The effectiveness of a potential future control strategy is not relevant to deciding whether air pollution levels in the atmosphere endanger."¹¹⁴

When the issue of endangerment is considered under these statutory constraints, and particularly when considered in light of the scientific evidence that has become available since the 2006 Petition was filed, the answer is clear. Lead emissions from general aviation aircraft engines using leaded aviation gasoline contribute to airborne lead pollution, a criteria pollutant that is found in excess of EPA's ambient air quality standards in 21 different regions in the United States and that may reasonably be anticipated to endanger human health.

B. AFTER EPA MAKES AN AFFIRMATIVE ENDANGERMENT FINDING, IT SHOULD COMMENCE THE RULEMAKING PROCESS IMMEDIATELY AND BEGIN TO PHASE OUT LEADED AVGAS.

In EPA's Response to the Petition, EPA confirmed that once an endangerment finding is made, EPA will commence the rulemaking process.¹¹⁵ After finding endangerment, EPA should immediately begin the rulemaking process.

Once the Administrator proposes emission standards, the Clean Air Act establishes a discrete set of steps the Administrator must take before finalizing the standards:

(B)(i) The Administrator shall consult with the Administrator of the Federal Aviation Administration on aircraft engine emission standards.

(ii) The Administrator shall not change the aircraft engine emission standards if such change would significantly increase noise and adversely affect safety.

(3) The Administrator shall hold public hearings with respect to such proposed standards. Such hearings shall, to the extent practicable, be held in air quality control regions which are most seriously affected by aircraft emissions. Within 90 days after the issuance of such proposed regulations, he shall issue such regulations with such modifications as he deems appropriate. Such regulations may be revised from time to time.¹¹⁶

¹¹² 74 Fed. Reg. at 66,506-07.

¹¹³ *Massachusetts v. EPA*, 549 U.S. at 532.

¹¹⁴ 74 Fed. Reg. 66,508, quoting *Massachusetts v. EPA*, 549 U.S. at 534.

¹¹⁵ See EPA's Response at 18 (If EPA does find endangerment, "EPA would pursue the development of standards and potentially other requirements regulating lead emissions from general aviation piston-engine aircraft").

¹¹⁶ 42 U.S.C. § 7571(a)(2).

EPA appears to be delaying rulemaking based on issues related to the nature of the industry, fuel supply, noise, or fuel safety.¹¹⁷ This delay is inappropriate. Pursuant to Section 231 of the Clean Air Act, EPA considers noise and safety concerns in consultation with the FAA *after* proposing regulations, not before.¹¹⁸ However, it is worth noting that much work has been done to prepare the way for rulemaking. New unleaded fuels are in development,¹¹⁹ and 75% to 80% of piston engine aircraft no longer require leaded fuel at all.¹²⁰ When it finds endangerment, EPA can and should encourage the immediate use of unleaded fuels to start reducing the lead emissions from aviation gasoline as soon as possible.

CONCLUSION

For the reasons discussed above, lead emissions from general aviation aircraft contribute to air pollution which may reasonably be anticipated to endanger public health or welfare. Therefore, EPA should reconsider its refusal to make an endangerment finding and should initiate rulemaking procedures to establish standards for the emission of lead from aircraft engines.

¹¹⁷ See ANPR at 22,444 (noting that the comments EPA received in the last round of comments related mostly to fuel and industry issues and that no new information regarding health or exposure issues was supplied).

¹¹⁸ 42 U.S.C. § 7571(a).

¹¹⁹ As California House Representative Henry Waxman pointed out in a letter to FAA, “high octane unleaded auto and biodiesel fuels for piston engines have been safely and successfully used in Europe for many years, but adoption in the United States has been slow.” Letter from Rep. Waxman Calls to Michael P. Huerta, Acting FAA Administrator (Oct. 23, 2012), *available at* <http://waxman.house.gov/rep-waxman-calls-faa-reduce-lead-emissions-expanding-use-unleaded-fuel>. Hjelmcø’s unleaded AVGAS 91/96 UL is approved for use by the major aircraft engine manufacturers Textron Lycoming, Teledyne Continental and Rotax. See Avgas 91/96 UL Overview, Hjelmcø Oil, http://www.hjelmcø.com/pages.asp?r_id=13395. Moreover, Shell Aviation has announced that it will be submitting its own unleaded avgas to FAA soon. See Press Release, Shell Aviation, Shell removes lead from light aircraft fuel (Dec. 3, 2013), *available at*, <http://www.shell.com/global/products-services/solutions-for-businesses/aviation/news-and-library/press-releases/2013/press-release12032013.html>.

¹²⁰ Rebecca Kessler, *Sunset for Leaded Aviation Gasoline?*, 121 *Envtl. Health Persp.* A54, A57 (Feb. 2013), *available at* http://ehp.niehs.nih.gov/pdf-files/2013/Feb/ehp.121-a54_508.pdf.

Respectfully submitted,



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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

January 12, 2022

THE ADMINISTRATOR

Mr. Jonathan J. Smith
Staff Attorney
Earthjustice
48 Wall Street, 19th Floor
New York, New York 10005

Dear Mr. Smith:

By letter dated August 24, 2021, and updated October 12, 2021, Alaska Community Action on Toxics, Center for Environmental Health, Friends of the Earth, Montgomery-Gibbs Environmental Coalition, Oregon Aviation Watch, the county of Santa Clara and the town of Middleton petitioned the U.S. Environmental Protection Agency to make an endangerment finding under section 231 of the Clean Air Act that leaded aviation gasoline contributes to air pollution that harms public health and welfare.

Protecting children's health and reducing lead exposure are two of the EPA's top priorities. As described in detail in our 2012 response to the 2006 petition from Friends of the Earth requesting EPA action regarding aircraft lead emissions, the EPA has actively engaged in the investigation of whether lead emissions from piston-engine aircraft cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare. Our investigation included necessary data collection and analysis to provide nationwide estimates of the contribution of aircraft lead emissions to lead air pollution concentrations as well as an analysis of the impacted population. The EPA has completed these analyses and their subsequent peer review.

The EPA now intends to develop a proposal under CAA section 231(a)(2)(A) regarding whether lead emissions from piston-engine aircraft cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare. For convenience, we refer to this action collectively as the "endangerment finding."

We plan to issue a proposed endangerment finding in 2022. The EPA will undertake a full public notice and comment process for the proposed finding. After evaluating comments on the proposal, we plan to issue any final endangerment finding in 2023.

I appreciate your interest in this issue and welcome the opportunity to work with you and other stakeholders in addressing lead emissions from piston-engine general aviation aircraft. If you have additional questions or information to provide to the EPA, please contact Marion Hoyer at (734) 214-4513 or hoyer.marion@epa.gov.

Sincerely yours,

A handwritten signature in black ink that reads "Michael S. Regan". The signature is written in a cursive, flowing style.

Michael S. Regan



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

January 12, 2022

THE ADMINISTRATOR

Mr. Michael J. Lawton
Boardman & Clark LLP
P.O. Box 927
Madison, Wisconsin 53701-0927

Dear Mr. Lawton:

By letter dated August 24, 2021, and updated October 12, 2021, Alaska Community Action on Toxics, Center for Environmental Health, Friends of the Earth, Montgomery-Gibbs Environmental Coalition, Oregon Aviation Watch, the county of Santa Clara and the town of Middleton petitioned the U.S. Environmental Protection Agency to make an endangerment finding under section 231 of the Clean Air Act that leaded aviation gasoline contributes to air pollution that harms public health and welfare.

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Michael S. Regan



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

January 12, 2022

THE ADMINISTRATOR

Ms. Deborah A. Sivas
Ms. Stephanie L. Safdi
Ms. Ada Statler
Environmental Law Clinic
Mills Legal Clinic at Stanford Law School
559 Nathan Abbott Way
Stanford, California 94305

Dear Mses. Sivas, Safdi and Statler:

By letter dated August 24, 2021, and updated October 12, 2021, Alaska Community Action on Toxics, Center for Environmental Health, Friends of the Earth, Montgomery-Gibbs Environmental Coalition, Oregon Aviation Watch, the county of Santa Clara and the town of Middleton petitioned the U.S. Environmental Protection Agency to make an endangerment finding under section 231 of the Clean Air Act that leaded aviation gasoline contributes to air pollution that harms public health and welfare.

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A handwritten signature in black ink that reads "Michael S. Regan". The signature is written in a cursive, flowing style with a large, prominent "M" and "R".

Michael S. Regan



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

January 12, 2022

THE ADMINISTRATOR

Mr. James R. Williams, County Counsel
Mr. Jerett T. Yan, Deputy County Counsel
County of Santa Clara
70 West Hedding Street, East Wing, 9th Floor
San Jose, California 95110-1770

Dear Messrs. Williams and Yan:

By letter dated August 24, 2021, and updated October 12, 2021, Alaska Community Action on Toxics, Center for Environmental Health, Friends of the Earth, Montgomery-Gibbs Environmental Coalition, Oregon Aviation Watch, the county of Santa Clara and the town of Middleton petitioned the U.S. Environmental Protection Agency to make an endangerment finding under section 231 of the Clean Air Act that leaded aviation gasoline contributes to air pollution that harms public health and welfare.

Protecting children's health and reducing lead exposure are two of the EPA's top priorities. As described in detail in our 2012 response to the 2006 petition from Friends of the Earth requesting EPA action regarding aircraft lead emissions, the EPA has actively engaged in the investigation of whether lead emissions from piston-engine aircraft cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare. Our investigation included necessary data collection and analysis to provide nationwide estimates of the contribution of aircraft lead emissions to lead air pollution concentrations as well as an analysis of the impacted population. The EPA has completed these analyses and their subsequent peer review.

The EPA now intends to develop a proposal under CAA section 231(a)(2)(A) regarding whether lead emissions from piston-engine aircraft cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare. For convenience, we refer to this action collectively as the "endangerment finding."


We plan to issue a proposed endangerment finding in 2022. The EPA will undertake a full public notice and comment process for the proposed finding. After evaluating comments on the proposal, we plan to issue any final endangerment finding in 2023.

I appreciate your interest in this issue and welcome the opportunity to work with you and other stakeholders in addressing lead emissions from piston-engine general aviation aircraft. If you have additional questions or information to provide to the EPA, please contact Marion Hoyer at (734) 214-4513 or hoyer.marion@epa.gov.

Sincerely yours,

A handwritten signature in black ink that reads "Michael S. Regan".

Michael S. Regan

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EPA to Evaluate Whether Lead Emissions from Piston-Engine Aircraft Endanger Human Health and Welfare

January 12, 2022

Contact Information

EPA Press Office (press@epa.gov)

WASHINGTON (Jan. 12, 2022) — The U.S. Environmental Protection Agency (EPA) announced today that it will evaluate whether emissions from piston-engine aircraft operating on leaded fuel contribute to air pollution that endangers public health and welfare. The agency plans to issue a proposal for public review and comment in 2022 and take final action in 2023.

“Protecting children’s health and reducing lead exposure are interlocking priorities at the core of EPA’s agenda,” **said EPA Administrator Michael S. Regan**. “EPA has been investigating the air quality impact of lead emissions from piston-engine aircraft near airports for years, and now we’re going to apply that information to determine whether this pollution endangers human health and welfare.”

While levels of airborne lead in the United States have declined 99 percent since 1980, piston-engine aircraft that operate on leaded fuel are the largest remaining source of lead emissions into the air.

Lead exposure can come from multiple sources, including leaded paint, contaminated soil, industrial emissions from battery recycling or metals processing, and the combustion of fuel or waste containing lead. Children's exposure to lead can cause irreversible and life-long health effects. No safe blood lead level in children has been identified. Even low levels of lead in blood have been shown to affect IQ, ability to pay attention, and academic achievement. In adults, health impacts from lead exposure can include cardiovascular effects, increased blood pressure and incidence of hypertension, decreased kidney function, and reproductive issues.

Under the Clean Air Act, EPA reviews information on air pollutants and sources of air pollution to determine whether they threaten human health or welfare. This is referred to as an "endangerment finding." EPA currently plans to issue a proposed endangerment finding for piston-engine aircraft that run on leaded fuel in 2022 for public review and comment. After evaluating comments on the proposal, we plan to issue any final endangerment finding in 2023.

Today's action responds to petitions from Alaska Community Action on Toxics, Center for Environmental Health, Friends of the Earth, Montgomery-Gibbs Environmental Coalition, Oregon Aviation Watch, the County of Santa Clara, and the Town of Middleton, WI.

More information on the petition response and EPA's activities on lead emissions from piston-engine aircraft can be found here: <https://www.epa.gov/regulations-emissions-vehicles-and-engines/petitions-and-epa-response-memorandums-related-lead>
<<https://epa.gov/regulations-emissions-vehicles-and-engines/petitions-and-epa-response-memorandums-related-lead>>

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LAST UPDATED ON JANUARY 14, 2022



January 31, 2022

Via email

Mark A. McClardy
Director, Airports Division
Western-Pacific Region
Federal Aviation Administration
U.S. Department of Transportation
mark.mcclardy@faa.gov

Re: Notice of Informal Investigation to Santa Clara County dated December 22, 2021

Dear Mr. McClardy:

I write on behalf of the Natural Resources Defense Council (NRDC) regarding the Federal Aviation Administration's (FAA's) December 22, 2021 Notice of Informal Investigation under 14 C.F.R. § 13.1 to Santa Clara County. We stand with Santa Clara County in disputing the FAA's allegations that the County violated federal law and its grant agreement in taking action to protect its residents from lead poisoning.

NRDC is an international, not-for-profit environmental and public-health group with more than three million members and online activists—including over 4,000 members in Santa Clara County and over 180 members in East San José—and a staff of more than 650 lawyers, scientists, and other professionals. NRDC's mission is to safeguard the Earth: its people, its plants and animals, and the natural systems on which all life depends. Consistent with this mission, NRDC works to enforce environmental laws, reduce air and water pollution, and protect the public and our members from health and environmental harm.

Residents Near Santa Clara County Airports are Exposed to Unacceptable Levels of Lead Contamination

NRDC joins community advocates in East San José in expressing deep concern over the impact that exposure to leaded fuel has had on the surrounding community, and particularly on vulnerable children. Lead exposure can have permanent and serious repercussions on an individual's health and has been recognized as a major public health concern by local, state, federal, and international agencies.

NRDC has substantial experience with the issue of lead exposure. It has provided scientific analyses and policy recommendations on eliminating lead contamination in drinking water on numerous occasions at the city, state, and federal level, and NRDC has partnered with community advocates in communities such as Flint, Michigan, Newark,

NATURAL RESOURCES DEFENSE COUNCIL

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New Jersey, and Pittsburgh, Pennsylvania to push for protections from high levels of lead in those cities' drinking water. NRDC has also commented on the topic of lead emissions from piston-engine aircraft specifically, detailing the harms of such emissions to public health and urging the U.S. Environmental Protection Agency (EPA) in 2010 to implement standards for controlling lead emissions from these aircraft.¹ Lead fuel used by piston-engine aircraft is the single largest source of U.S. lead air pollution.² Once lead is emitted into the air it can be inhaled directly or be ingested after settling into the soil and dust below.³

There is no safe level of lead exposure.⁴ Even small amounts of lead can cause serious and permanent health effects in children, including learning disabilities, behavioral disorders, and hypertension.⁵ Adult lead exposure can cause adverse cardiovascular effects and kidney disease.⁶ Chronic lead exposure is also associated with delayed pregnancy and decreased fertility.⁷ Once pregnant, mothers exposed to lead may experience increased risks of miscarriage and premature labor,⁸ and may pass lead to the fetus, interfering with brain development.⁹

For years, residents living near the County airports have been concerned about lead contamination from the airports and have called for community protections. The lead study authored by the Mountain Data Group and released August 2021 confirms the community's fears— that the Reid-Hillview airport is associated with elevated blood lead levels in

¹ Letter from Avinash Kar, Attorney, NRDC, and Miriam Rotkin-Ellman, M.P.H., Scientist, NRDC, to U.S. EPA (Aug. 27, 2010), https://downloads.regulations.gov/EPA-HQ-OAR-2007-0294-0414/attachment_1.pdf.

² Aviation Gasoline, FAA, <https://www.faa.gov/about/initiatives/avgas/>; President's Task Force on Environmental Health Risks and Safety Risks to Children, *Federal Action Plan to Reduce Childhood Lead Exposures and Associated Health Impacts* 10 (2018), https://www.epa.gov/sites/default/files/2018-12/documents/fedactionplan_lead_final.pdf.

³ Marie Lynn Miranda et al., *A Geospatial Analysis of the Effects of Aviation Gasoline on Childhood Blood Lead Levels*, 119 *Env't Health Persp.* 1513, 1513 (2011), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3230438/pdf/ehp.1003231.pdf>.

⁴ Sammy Zahran et al., *The Effect of Leaded Aviation Gasoline on Blood Lead in Children*, 2 *J. Ass'n Env't & Res. Econ.* 575, 579 (2017), https://www.researchgate.net/publication/316072809_The_Effect_of_Leaded_Aviation_Gasoline_on_Blood_Lead_in_Children.

⁵ *Id.* at 575-76, 605; Nat'l Toxicology Program, U.S. Dep't of Health & Hum. Servs., *NTP Monograph: Health Effects of Low-Level Lead* xviii, xxi (2012), https://ntp.niehs.nih.gov/ntp/ohat/lead/final/monographhealtheffectslowlevellead_newissn_508.pdf.

⁶ *NTP Monograph, supra* n. 8, at xviii, xxii-xxiii.

⁷ *Id.* at xxiv.

⁸ *Id.*; Victor H. Borja-Aburto et al., *Blood Lead Levels Measured Prospectively and Risk of Spontaneous Abortion*, 150 *Am. J. Epidemiology* 590, 593-97 (1999), <https://academic.oup.com/aje/article-pdf/150/6/590/218866/150-6-590.pdf>.

⁹ Borja-Aburto et al., *supra* n.11, at 590; Philip J. Landrigan, *The Worldwide Problem of Lead in Petrol*, 80 *Bull. World Health Org.* 768, 768 (2002), <https://scielosp.org/pdf/bwho/v80n10/8010a02.pdf>.

children living nearby, independent of other lead exposure pathways.¹⁰ The August 2021 study found that children living within a half-mile radius of the airport and children living East of the airport (downwind) are particularly at risk. Specifically, for children living within half a mile of the airport, an increase from the minimum to maximum exposure of piston-engine airplane traffic “is associated with an estimated 0.83 µg/dL increase” in blood lead levels as compared to similarly situated children living farther (0.5 to 1.5 miles) from the airport, all else held equal.¹¹ For comparison, children living in Flint, Michigan experienced a 0.35-0.45 µg/dL increase in blood lead levels at the height of the drinking water crisis there.¹²

This is no small population. The 1.5-mile area surrounding the Reid-Hillview airport is home to approximately 52,000 residents, including about 12,800 children, and 21 schools and childcare centers.¹³ As reported by the County, 61% of residents living within 1.5 miles of the airport identify as Hispanic/Latino and 79% report that they speak a primary language other than English at home.¹⁴ For years these residents have been uniquely burdened by environmental and socioeconomic harms, including pollution, chronic disease, and economic immobility.¹⁵

The findings of the August 2021 study on the Reid-Hillview airport were consistent with previous studies on other airports. A 2011 study on 66 airports in North Carolina also found a strong correlation between child blood level levels and airport proximity.¹⁶ A 2017 study on 448 airports in Michigan found that child blood levels increased dose-responsively in proximity to airport, declined among children sampled during a downturn in piston engine aircraft traffic, and increased dose-responsively in the flow of piston-engine traffic

¹⁰ Mountain Data Group, *Leaded Aviation Gasoline Exposure Risk at Reid-Hillview Airport in Santa Clara County, California* at xiv, xv, xvi, xviii (2021), <https://www.sccgov.org/sites/opa/newsroom/Documents/RHV-Airborne-Lead-Study-Report.pdf>.

¹¹ *Id.* at xviii, 60.

¹² Specifically, researchers found that “the switch in water source in Flint caused child [blood lead levels] to increase by about 0.35 to 0.45 µg/dL from a pre-crisis baseline of about 2.3 µg/dL.” *Id.* at 37 n.11 (citing Sammy Zahran et al., *Four Phases of the Flint Water Crisis: Evidence from Blood Lead Levels in Children*, 157 *Env’t Rsch.* 160 (2017)).

¹³ Memorandum from Jeffrey V. Smith, County Executive, and Sylvia Gallegos, Deputy County Executive, to Board of Supervisors at 1 (Aug. 17, 2021), <http://sccgov.iqm2.com/Citizens/FileOpen.aspx?Type=30&ID=164579&MeetingID=13226>.

¹⁴ *Id.* at 6, 10.

¹⁵ *Id.* at 6-14; see also Farida Jhabvala Romero, ‘In the Heart of the Pandemic’: COVID-19 Deaths Loom Large in East San Jose, KQED (Feb. 26, 2021), <https://www.kqed.org/news/11862305/in-the-heart-of-the-pandemic-covid-19-deaths-loom-large-in-east-san-jose>.

¹⁶ Marie Lynn Miranda et al., *A Geospatial Analysis of the Effects of Aviation Gasoline on Childhood Blood Lead Levels*, 119 *Env’t Health Persp.* 1513, 1513 (2011), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3230438/pdf/ehp.1003231.pdf>.

across a subset of airports.¹⁷ NRDC is not aware of any study contradicting the conclusion of that for children living near airports, piston-engine traffic is correlated with an increase in blood lead levels. Given the lack of contrary evidence, FAA should presume that the use of leaded fuel by the piston-engine aircraft at the San Martin airport is also correlated with increased blood lead levels in children, as it has been shown in the studies on the North Carolina, Michigan, and Reid-Hillview airports. It would be unreasonable for the FAA to conclude, without any justification, that the children living near the San Martin airport are the exception.

Santa Clara County Has Not Violated Any Federal Laws or Grant Terms by Reducing Lead Exposure From Its Airports

NRDC agrees with the County that the list of issues under investigation by the FAA pertaining to leaded fuel at the airports are based on misapprehensions of fact and misinterpretations of law. The first four issues that the FAA lists as under investigation are predicated on the assumption that the County has banned the “sale and use” of leaded fuel. This is incorrect. The County has entered into permits and leases for its fuel tanks at County airports that prohibit the operators of those fuel tanks from using those tanks to store, sell or distribute leaded fuel. However, the County has not banned the use of leaded fuel at its airports, despite demands by residents. Aircraft that fly into County airports can refuel with leaded fuel elsewhere.

Only serious errors of law could lead the FAA to conclude that the County violated federal law or grant terms. The first issue under investigation is whether the County’s permits and leases for its fuel tanks (along with the County’s alleged, but non-existent, ban on the use of leaded fuel) violate Grant Assurance 22. This Grant Assurance requires airports to be made available for public use “on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities.” This Grant Assurance further allows the airport sponsor to “establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.” The focus of this Grant Assurance is on “reasonable” terms on “use” and preventing “unjust discrimination.” It does not pertain to the County’s authority to condition permits and leases for its own fuel tanks. This Grant Assurance also does not prohibit the County from imposing “reasonable” terms on the use of the airport, or even from discriminating against some aeronautical activities, provided that the County does not do so “unjustly.”

¹⁷ Sammy Zahran et al., *The Effect of Leaded Aviation Gasoline on Blood Lead in Children*, 2 J. Ass’n Env’t & Res. Econ. 575, 579 (2017), https://www.researchgate.net/publication/316072809_The_Effect_of_Leaded_Aviation_Gasoline_on_Blood_Lead_in_Children.

This Grant Assurance does not require the County to allow the operators of County-owned fuel tanks to use those tanks to distribute all types of aviation fuel. The Grant Assurance governs the *use* of the airport, but as clarified above, the County has not prohibited aircraft that fuel with leaded gas elsewhere from using the airport. The County's permits and leases for its fuel tanks are not restrictions on the use of the airport. But even assuming that the County's permits and leases are restrictions on the use of the airport, they are reasonable and not unjust. The County considered the severe and long-term negative impacts of lead pollution on its residents. It would be unreasonable and unjust for the County to disregard the permanent and serious harm to its residents. Because there is no safe level of lead exposure and because the use of leaded fuel at the airports is associated with increased lead exposure in children, it is reasonable and just for the County to manage its fuel tanks in the way the County decided. Moreover, under Grant Assurance 22(h), the County may impose conditions to ensure the "safe" operation of the airport, including the safety of all people affected by airport operations. The County has not banned the use of leaded fuel at the airport. However, under this grant provision, it would be permissible for the County to do so to reduce unsafe exposure to lead.

The second issue under investigation is whether the County's permits and leases for its fuel tanks violate 49 U.S.C. § 47107(a). This statutory provision concerns the duties of the Secretary of Transportation, not of any private entity. Thus, the County cannot violate this provision. To the extent that the FAA is alleging that the County represented to the FAA that the "airport will be available for public use on reasonable conditions and without unjust discrimination" but the County is violating that representation, that merely repackages the allegations in the first issue concerning Grant Assurance 22, and it fails for the same reasons.

The third issue under investigation is whether the County's permits and leases for its fuel tanks violate the commerce clause of the U.S. Constitution. The FAA does not explain anywhere in its letter how the commerce clause may be implicated by the County's permits and leases. The County is not discriminating against out-of-state aircraft. The FAA has not alleged otherwise.

The fourth and last issue under investigation concerning the County's permits and leases for its fuel tanks is whether they are precluded by 42 U.S.C. § 7573, which prohibits states and subdivisions of states from adopting or enforcing "any standard respecting emissions of any air pollutant from any aircraft or engine." The permits and leases issued by the County for the use of its fuel tanks are not an emissions standard or an attempt to enforce an emissions standard. The County has not set a maximum emissions rate. Aircraft that fly into the County airports can choose to fuel elsewhere and use any fuel available elsewhere. Thus, this statutory provision does not apply.

The FAA Must Act Aggressively to Protect the Public from Lead Contamination

The FAA states that it is endeavoring to build a “lead-free future,” but the FAA has been slow to approve the use of unleaded fuel for all piston-engine aircraft. Every day that the FAA delays is a day that the people living around airports are exposed to more lead. And there is no safe level of lead exposure. The FAA must act swiftly so that leaded aviation fuel is left in the past. The EPA recently stated its intention to propose finding that leaded aviation gasoline contributes to air pollution that harms public health and welfare.¹⁸ It expects to issue that proposed finding this year. Once EPA makes this finding, it will need to set new emissions standards on leaded aviation fuel. The logical and just course of action for the FAA now is to expedite its approval process for unleaded fuel for all piston-engine aircraft. In the meantime, the FAA should support the County in its reasonable efforts to protect its residents and close its informal investigation.

I am available to discuss any of these issues further, and my information is below.

Thank you for your consideration.

Sincerely,



Natalia Ospina
Project Attorney
Natural Resources Defense Council
1314 Second St.
Santa Monica, CA 90401

Cc: Eric Peterson, Director of County Airports, County of Santa Clara
Jeffrey V. Smith, County Executive
James R. Williams, County Counsel

¹⁸ Letter Michael S. Regan, Administrator, EPA to Jonathan J. Smith, Staff Attorney, Earthjustice (Jan. 12, 2022), <https://www.epa.gov/system/files/documents/2022-01/ltr-response-aircraft-lead-petitions-aug-oct-2022-01-12.pdf>



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Office of Airports
Safety and Standards Branch

777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

February 3, 2022

Mr. Walter Gyger
Owner, Tradewinds Aviation
2505 Cunningham Ave
San Jose, CA 95148

See Additional Addressees/Complainants listed below.

Subject: Opportunity for Rebuttal to County's Response to Your Initial Complaints

Dear Complainants;

This letter is in reference to Federal Aviation Administration (FAA) Western-Pacific Region's ongoing informal investigation of alleged violations by the County of Santa Clara (County) of the federal grant agreement obligations associated with the Reid-Hillview (RHV) and the San Martin (E16) Airports. You, or your organization, are one of several parties who submitted complaints in this case, all of which are being handled as Reports of Violation or "informal" complaints in accordance with 14, Code of Federal Regulations, Part 13.

The FAA has not yet made any finding regarding the validity of the complaints nor have we made any finding on whether a violation of the County's federal grant agreement obligations has or has not occurred. As you are aware, the FAA forwarded the complaints to the County on December 22, 2021 together with FAA's informal notice of investigation letter. The purpose of our December 22 transmittal was to provide the County an opportunity to respond directly to those complaints. The County provided a response to the FAA's letter and accompanying complaints in a letter dated January 11, 2022. The County provided a supplement to its response on January 27, 2022. Copies of the County's response letters are enclosed. **The purpose of this letter, is to invite you or your organization to provide a rebuttal to the County's responses and/or to provide any additional information that you believe should be considered in this case.** A rebuttal from you is not required, but is an option available to you.


Two of the four exhibits attached to the County's original response are too large to transmit electronically and it is not economical to make hard copies for all complainants. We are working on developing a website by which we can make the entire administrative record for this case available to you. We will notify you as soon as this action is completed and when the documents can be made available to you from the FAA. In the meantime, we understand that the County has posted its responses, along with all of the attachments, on its website located at: <https://countyairports.sccgov.org/faa-complaint>.

We request that you provide your rebuttal within 30-days. If a rebuttal or additional information cannot or is not provided in a timely manner, the FAA may have to move forward with its informal determination in the absence of that information.

If you have any questions, please contact my office at (424)405-7303 or by email at Brian.Armstrong@faa.gov.

Sincerely,

**BRIAN Q
ARMSTRONG**

 Digitally signed by BRIAN Q
ARMSTRONG
Date: 2022.02.03 10:47:08 -08'00'

Brian Q. Armstrong
Manager, Airport Safety and Standards Branch

Enclosure:

County of Santa Clara letters dated January 11, 2022 & January 27, 2022

Additional Complainants/Addressees:

Mr. Josh Watson
Owner/CEO AeroDynamics Aviation
2650 Robert Fowler Way
San Jose, CA 95148

Mr. Michael McDonald
Pilot
1103 Timberpine Ct.
Sunnyvale, CA 94086

Mr. Paul Marshall
South County Airport Pilots Association
PO Box 1440
San Martin, CA 95046

Mr. Mark Baker
Aircraft Owners and Pilots Association
421 Aviation Way
Frederick, Maryland 21701

Mr. Jack J. Pelton
Experimental Aircraft Association
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Oshkosh, WI 54903

Mr. Peter J. Bunce
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Mr. Stephen McHenry, President
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San Martin, CA 95046

Mr. Michael S. Luvara
812 Asbury Street
San Jose, CA 95126-1803

Mr. Christopher Luvara
1365 Buchanan Drive
Santa Clara, CA 95051

Cc:

Mr. Jeffrey V. Smith, County Executive, County of Santa Clara, 70 West Hedding St., East Wing, 11th Floor, San Jose, CA 95110-1770

Mr. James R. Williams, County Counsel, 70 West Hedding St., East Wing, 11th Floor, San Jose, CA 95110-1770

Mr. John Carr, SCC Airport Commission, 6055 Vilmar Ave. San Jose, CA 95120
FAA San Francisco Airports District Office,



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Office of Airports
Safety and Standards Branch

777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

February 22, 2022

Mr. Jeffrey V. Smith,
County Executive, County of Santa Clara,
70 West Hedding St., East Wing, 11th Floor,
San Jose, CA 95110-1770

Mr. James R. Williams,
County Counsel,
70 West Hedding St., East Wing, 11th Floor,
San Jose, CA 95110-1770

Subject: Request for Additional Information

Dear Messrs. Smith and Williams;

This letter is in reference to the Federal Aviation Administration (FAA) Western-Pacific Region's Part 13 investigation of alleged violations of certain grant assurances by the County of Santa Clara (County) at the Reid-Hillview (RHV) and the San Martin (E16) Airports. We are reviewing your January 11, 2022, and January 27, 2022 responses. We are also awaiting any arguments or information that the complainants may choose to offer.

The purpose of this letter is to request additional information related to the County's response.

- The County's January 11, 2022, response indicates that the County "negotiated" in good faith with its existing tenants when it decided to ban leaded aviation fuel, and the FBO's "voluntarily" agreed to the terms of revised or new leases. Yet in its September 27, 2021 letter to tenants, the County directed that all existing leases expire on December 31, 2021. The letter stated that effective January 1, 2022, the County was implementing a series of measures, including assuming management of all commercial fueling operations and ownership of all fixed commercial fuel tanks at Reid-Hillview. **Please provide a detailed explanation of the process and steps followed to "negotiate" with the previously existing fuel sales permittees and Fixed Based Operators. Also, identify which terms were revised and what options were given to the tenants in the negotiations with respect to the sale of fuel.**
- **Provide an accurate list of based aircraft for RHV and E16, including the FAA Registration number (N number) for each aircraft.** In conducting our research on this case, the FAA noticed that the number of based aircraft reported on the FAA Airport Master Record (FAA Form 5010) and the number of based aircraft reported to the FAA's Based Aircraft Database by the County are not consistent. Therefore, a clear and consistent understanding of the number of based aircraft, along with the Registration numbers, is needed as a data point for determining the impacts of the County's ban on the sale of low lead fuels on the users of the airports.

- In our December 22, 2021, letter, the FAA requested: “All property records related to land granted to the County from the United States or purchased or acquired by the County using funding from the United States (collectively “land grants”). Such records shall include copies of deeds, contracts for sale or purchase, and documents related to restrictions, assurances or pledges made by or agreed to by the County in consideration of such Land Grants including, but not limited to, resolutions or ordinances passed by the County Commission as part of, or related to, their acceptance of such land transfers and/or funding. For purposes of this request, the term “County Commission” shall include the Commission, any committee thereof, or any County board or authority having jurisdiction with regard to the airport.” This information was not included in your January 11th or January 27th letters. **We again request the County provide this information.**

Please be aware that the FAA received another complaint under 14 CFR Part 13 from Mr. Jose Muguerza dated February 7, 2020. Mr. Muguerza’s complaint reads as follows:

The County is not allowing the sale of 100LL fuel and has stated that my 1975 Cessna Cardinal can use the UL94 they are peddling. Both Cessna and Lycoming vehemently state, “DO NOT USE UL94,” yet the County is insisting that fuel will work in my airplane. I am at the mercy as I need a hangar for my plane and fuel to fly it. In addition, they do not allow me to store (more than 4 gallons) of fuel in my hangar. This puts a severe restriction and potential hazard in my way.

Mr. Muguerza’s complaint relates to the current Part 13 case; therefore, he has been added as a complainant to this Part 13 investigation. **Accordingly, we request the County respond to the issues raised by Mr. Muguerza.**

The determination of whether a specific aircraft may or may not use unleaded fuel is the responsibility of the aircraft manufacturer, engine manufacturer, FAA, aircraft operator, and ultimately the pilot-in-command of the aircraft. We have confirmed that Mr. Muguerza’s aircraft (N25LG) is not currently approved for any of the unleaded fuels.

Related to this matter, please provide the following information and documents:

- **All information relating to any attempt, practice, or policy of the County to regulate the type of fuel used by specific aircraft.**
- **A description of the procedures established by the County to ensure that aircraft are not mis-fueled with unleaded fuel.**
- **Clarify how the fueling implementation is being managed as of Jan 1st; and,**
- **Provide an updated schedule on when the County plans to take complete control of the fueling.**

Aircraft owners and operators have the right to self-fuel under Grant Assurance 22. Self-fueling means the fueling or servicing of an aircraft by the owner of the aircraft with his or her own employees and using his or her equipment. Self-fueling cannot be contracted out to another party. An aircraft owner may self-fuel using fuel obtained from any source, and an airport sponsor may not require the airport owner to purchase fuel from the sponsor. Self-fueling also differs from using a self-service fueling pump made available by the airport, an

FBO or an aeronautical service provider. **With this understanding, we request a copy of the County's rules and regulations applicable to self-fueling and an explanation of how the County's current ban on the sale of low lead fuel impacts or does not impact an aircraft owner's right to self-fuel using low lead fuel procured from off County airport sources.**

We request that you provide the foregoing information and documents within 10-days. If a rebuttal or additional information cannot or is not provided in a timely manner, the FAA may have to move forward with its informal determination in the absence of that information.

The Federal Aviation Administration plans to conduct a site visit to RHV and E16 sometime during the week of February 28 through March 4, 2022. The site visit will include a representative of the FAA's San Francisco Airports District Office and me. This visit aims to follow up on previously reported safety deficiencies and observe fueling operations. We will coordinate and make final arrangements for the visit with Mr. Eric Peterson.

If you have any questions, please contact my office at (424) 405-7303 or by email at Brian.Armstrong@faa.gov.

Sincerely,

BRIAN Q ARMSTRONG Digitally signed by BRIAN Q ARMSTRONG
Date: 2022.02.22 10:20:19 -08'00'

Brian Q. Armstrong
Manager, Airport Safety and Standards Branch

Cc:

Mr. Eric Peterson
County of Santa Clara, Airports Administration
2500 Cunningham Ave.
San Jose, CA 95148

Mr. Walter Gyger
Owner, Tradewinds Aviation
2505 Cunningham Ave
San Jose, CA 95148

Mr. Josh Watson
Owner/CEO AeroDynamics Aviation
2650 Robert Fowler Way
San Jose, CA 95148

Mr. Michael McDonald
Pilot
1103 Timberpine Ct.
Sunnyvale, CA 94086

Mr. Paul Marshall
South County Airport Pilots Association
PO Box 1440
San Martin, CA 95046

Mr. Mark Baker
Aircraft Owners and Pilots Association
421 Aviation Way
Frederick, Maryland 21701

Mr. Jack J. Pelton
Experimental Aircraft Association
3000 Poberezny Rd
Oshkosh, WI 54903

Mr. Peter J. Bunce
General Aviation Manufacturers Association
1400 K Street NW, Suite 801
Washington, DC 20005-2485

Mr. James Viola
President, Helicopter Association International
1920 Ballenger Ave. 4th Floor
Alexandria, VA 22314-2898

Mr. Timothy Obitts
National Air Transportation Association
818 Connecticut Avenue, NW Suite 900
Washington, DC 20006

Mr. Ed Bolen
National Business Aviation Association
1200 G Street NW, Suite 1100
Washington, DC 20005

Mr. Glynn P. Falcon,
Law Offices of Glynn Falcon
PO Box 2470
Aptos, CA 95001

Squadron 2 Flying Club
2655 Robert Fowler Way
San Jose, CA 95148

Mr. Michael McClellan
Aperture Aviation
2500C Robert Fowler Way
San Jose, CA 95148

Mr. Jeffrey M. Marconet
JMM Aviation, LLC

2655 Robert Fowler Way
San Jose, CA 95148

Mr. Stephen McHenry, President
San Martin Neighborhood Alliance
PO Box 886
San Martin, CA 95046

Mr. Michael S. Luvara
812 Asbury Street
San Jose, CA 95126-1803

Mr. Christopher Luvara
1365 Buchanan Drive
Santa Clara, CA 95051

Mr. Jose Muguera
17881 Los Alamos Drive
Saratoga, CA 95070

Mr. John Carr
SCC Airport Commission
6055 Vilmar Avenue
San Jose, CA 95120

FAA San Francisco Airports District Office

**OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA**

County Government Center
70 West Hedding Street
East Wing, 9th Floor
San José, California 95110-1770

(408) 299-5900
(408) 292-7240 (FAX)



**James R. Williams
COUNTY COUNSEL**

**Greta S. Hansen
CHIEF ASSISTANT COUNTY COUNSEL**

**Robert M. Coelho
Tony LoPresti
Steve Mitra
Kavita Narayan
Douglas M. Press
Gita C. Suraj
ASSISTANT COUNTY COUNSEL**

February 24, 2022

SENT VIA EMAIL

Brian Q. Armstrong
Manager, Airport Safety and Standards Branch, Western-Pacific Region
Federal Aviation Administration
777 S. Aviation Blvd., Suite #150
El Segundo, CA 90245
Brian.Armstrong@faa.gov

Re: Request for Extension to Respond to FAA's Request for Additional Information

Mr. Armstrong,

The County of Santa Clara ("County") is in receipt of your Request for Additional Information dated February 22, 2022 requesting that the County supplement its January 11, 2022, and January 27, 2022 responses to the Notice of Informal Investigation Under 14 C.F.R. § 13.1. We appreciate the opportunity to provide the Federal Aviation Administration (FAA) with further information regarding the County's successful transition to the exclusive sale of unleaded fuel at the County Airports. We understand that ten days is an abnormally short time period for a response under the FAA's practices. It also does not allow the County sufficient time to provide the extensive information you have requested.¹ Moreover, just as the FAA has provided complainants with an opportunity to respond to the County, the County would like an opportunity to respond to complainants' rebuttals. We request an extension to April 4, 2022 to prepare our response and provide additional information.

¹ Your letter indicates that the FAA did not receive the property records related to land purchased or acquired by the County using funding from the United States. The requested records were provided as Exhibit A to the County's January 11, 2022 response. Please let us know if you did not receive Exhibit A or if there are specific additional records you require. Exhibit A is also available online at <https://tinyurl.com/yedcypm>.

Letter to Brian Q. Armstrong, Federal Aviation Administration
Re: Request for Extension to Respond to FAA's Request for Additional Information
February 24, 2022
Page 2 of 2

Your letter raises new issues and requests new information, some of which is not immediately available to the County. In particular, we were previously unaware of the complaint by Jose Muguerza referenced in your letter. The County requests a reasonable extension of time to investigate the circumstances surrounding Mr. Muguerza's complaint, search for the documents you have requested, and comprehensively respond to the issues you raised.

The County also requests time to respond to complainant rebuttals. We understand there are eighteen complainants in addition to Mr. Muguerza, and that the FAA has given each complainant 30 days, concluding on March 5, 2022, to provide rebuttals to the County's previous responses. These rebuttals may contain new information and raise new issues. We request copies of all complaints and rebuttals received by the FAA and sufficient time to prepare responses.

Furthermore, there are several upcoming meetings with the FAA, including your site visits the week of February 28, 2022 and a meeting with FAA officials which we expect to take place the week of March 7. An extension allows the County to address any issues raised in these upcoming meetings in its response.

An extension until April 4, 2022—30 days from the complainants' deadline to submit rebuttals—would most likely be sufficient for the County to address these matters, assuming no new issues that would require additional time. Please let me know if you would like to discuss this matter further. We look forward to your approval of the County's request.

Sincerely,

DocuSigned by:
James R. Williams
74FCE0CB79FA478...

JAMES R. WILLIAMS
County Counsel

c: County of Santa Clara Board of Supervisors
Dr. Jeffrey Smith, County Executive
Ro Khanna, Representative, California Congressional District 17
Anna Eshoo, Representative, California Congressional District 18
Zoe Lofgren, Representative, California Congressional District 19
Jimmy Panetta, Representative, California Congressional District 20
Annie Petsonk, Principal Deputy Assistant Secretary for Aviation and International Affairs, U.S. Department of Transportation
Brad Mims, Deputy Administrator, Federal Aviation Administration
John Putnam, Deputy General Counsel, U.S. Department of Transportation



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Office of Airports
Safety and Standards Branch

777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

March 1, 2022

Mr. James R. Williams,
County Counsel,
70 West Hedding St., East Wing, 11th Floor,
San Jose, CA 95110-1770

Subject: Request for Extension of Time to provide Additional Information

Dear Mr. Williams;

This letter is in response to your February 24, 2022 request for additional time to respond to our letter of February 22nd. The Federal Aviation Administration (FAA) has no objection to your request for an extension of time to April 4, 2022, to provide your response.

As you requested, the FAA will afford the County an opportunity to provide any rebuttal or additional information it may choose to provide in response to any rebuttals we receive from the Complainants. As you indicated, we expect to receive any rebuttals by the Complainants on or before March 5, 2022. As is normal in a Part 13 process, we will forward all such rebuttals to you shortly after March 5 and will provide you with 30-days to reply.

If you have any questions, please contact my office at (424) 405-7303 or by email at Brian.Armstrong@faa.gov.

Sincerely,

Brian Q. Armstrong
Manager, Airport Safety and Standards Branch

Cc:

Mr. Eric Peterson, County of Santa Clara, Airports Administration
Mr. Walter Gyger, Owner, Tradewinds Aviation
Mr. Josh Watson, Owner/CEO AeroDynamics Aviation
Mr. Michael McDonald, Pilot
Mr. Paul Marshall, South County Airport Pilots Association
Mr. Mark Baker, Aircraft Owners and Pilots Association
Mr. Jack J. Pelton, Experimental Aircraft Association
Mr. Peter J. Bunce, General Aviation Manufacturers Association
Mr. James Viola, President, Helicopter Association International
Mr. Timothy Obitts, National Air Transportation Association
Mr. Ed Bolen, National Business Aviation Association
Mr. Glynn P. Falcon, Law Offices of Glynn Falcon
Squadron 2 Flying Club
Mr. Michael McClellan, Aperture Aviation
Mr. Jeffrey M. Marconet, JMM Aviation, LLC

Mr. Stephen McHenry, President, San Martin Neighborhood Alliance

Mr. Michael S. Luvara

Mr. Christopher Luvara

Mr. Jose Muguera, Tenant

Mr. John Carr, SCC Airport Commission

Ms. Carol Ford, President, California Pilots Association & President-San Carlos Airport
Pilots Association

FAA San Francisco Airports District Office



U.S. Department
of Transportation
**Federal Aviation
Administration**

Office of the Deputy Administrator

800 Independence Ave., S.W.
Washington, DC 20591

March 24, 2022

Dear Santa Clara County Leaders and Community:

Thank you for meeting with leaders from the U.S. Department of Transportation (DOT) and the Federal Aviation Administration (FAA) on Wednesday, March 9. It was a productive meeting, and we look forward to continuing the partnership as we seek to create a lead-free future in Santa Clara County and in aviation.

During our meeting, the FAA presented several paths forward to assist Reid-Hillview County Airport (RHV). One path is a pilot demonstration initiative to facilitate the most effective measures to address lead emissions, while keeping aviation accessible. The FAA is in early stages of this potential pilot demonstration initiative with a select number of airports. The specifics of such an initiative need to be carefully developed, but as mentioned in the meeting, we are actively pursuing this option.

In addition to the pilot demonstration initiative, we outlined other efforts underway at the FAA to achieve our shared goal. Those include: prioritizing the review of unleaded fuels that have the best potential for fleet-wide use; seeking input and advice from the EPA on air monitoring and supporting its endangerment finding process; and exploring operational steps that would lower the community's exposure to emissions, such as working with pilots to minimize idle time. These efforts would be designed to reduce emissions around Santa Clara ahead of the EAGLE Initiative.

During the coming days and weeks, the FAA will continue to engage with Santa Clara County leaders. This includes working on a potential way to put the informal investigation into abeyance if the County and general aviation partners enter into an agreement with the FAA to (i) address maintenance and safety issues at the airport, (ii) explore other aeronautical uses at RHV, and (iii) operate in good faith within the pilot demonstration initiative that the FAA is exploring.

Finally, the following DOT and FAA officials will serve as points of contact for the county: Maeve Bartlett (maeve.bartlett@dot.gov) and Tara McDaniel (Tara.B.McDaniel@faa.gov).

Every community deserves safe and equitable transportation, and we understand the need to mitigate impacts on economically disadvantaged communities. This is an environmental justice issue that requires us to act, and to act now. Aviation remains the last source of lead emissions in transportation, and we can and should move as quickly and as safely as we can to a better future.

Sincerely,

A handwritten signature in black ink that reads "A. Bradley Mims". The signature is written in a cursive style with a long horizontal line extending to the right.

A. Bradley Mims
Deputy Administrator



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports District Office

777 Aviation Blvd, Suite 150
El Segundo, CA 90245
Email: charlotte.jones@faa.gov
Phone: 424-405-7318

August 27, 2019

Mr. Eric Peterson
Reid-Hillview of Santa Clara County
2500 Cunningham Ave.
San Jose, CA 95148

Dear Mr. Peterson:

On August 16, 2019, site visit was conducted at the Reid-Hillview of Santa Clara County Airport (RHV) with Mr. Abel Tapia. This visit was a follow-up to the June 2019 visit to determine what progress has been made. An airfield inspection was conducted and the following items were noted:

1. Airfield signs, in good condition and disposition, are critical components in maintaining airfield safety and operational efficiency. However, numerous airport signs do not meet standards. Faded sign panels were found throughout the airfield. Delamination is occurring in some of the faded panels. Recommend the airport sponsor develop a Sign Replacement Program to ensure future compliance in the most efficient and cost effective manner. This can be instrumental for the Airport Management in forecasting sign panel maintenance or replacement. By knowing the current condition of each sign panel in a master table, budgeting decisions are quicker and more accurate.
2. Grass was observed in the cracks of Taxiway Yankee. Recommend the airport sponsor chemically treat the grass in order to ensure the continued life of the pavement.
3. Decommissioned visual approach slope indicators (VASI) was observed in the safety areas of Runway 13R/31L and 13L/31R. Precision approach path indicators have been installed. Recommend the airport sponsor work with the San Francisco Airport District Office (SFO ADO) and Tech Ops to have the old VASIs removed.



4. Non-standard signs with a single arrow were observed at the approach and departure end of Runway 13L. The sign does not include a destination and should be removed. All

signs should be in accordance with Advisory Circular (AC) 150/5340-18, *Standards for Airport Sign Systems*.



5. Ground squirrel holes were observed along the safety area of Taxiway Yankee. Recommend the airport operator fill the holes to ensure each safety area is cleared and graded, and have no potentially hazardous ruts, humps, depressions, or other surface variations.
6. Canada geese droppings were found at the approach end of Runway 13R. Canada geese represents a significant hazard to the flying public. Geese constitute a particular hazard because of their flocking nature, large body size and attraction to extensive open landscapes of short managed grassland at airports. Airports can minimize goose strikes by managing habitats within the airport property, applying deterrents to scare geese away and lethal control, but goose migration and movements at greater spatial scales present greater challenges. Habitat management outside of airports can locally reduce goose attractiveness of peripheral areas, but requires stakeholder involvement and coordination. Recommend the airport sponsor take immediate action to reduce the potential for airstrikes with Canada geese around Reid-Hillview.
7. Grass was found obscuring Taxiways Bravo and Charlie exit signs on Runway 13L/31R and Taxiway Golf direction sign along Taxiway Zulu. Grass was also obscuring two no entry signs along Runway 13R/31L, indicating that entry into a particular area is prohibited to aircraft. Signs should be visible in such a way they provide the pilot or vehicle driver the ability to easily identify routes toward a desired destination. Recommend the airport sponsor mow the grass to ensure all signs are visible.

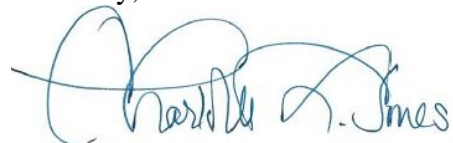


8. A non-standard inbound destination sign indicating PARKING was found on the back side of a mandatory holding position sign at Taxiway Bravo. A surface painted inbound destination sign indicating RAMP was found on Taxiway Yankee. In accordance with AC 150/5340-18, *Standards for Airport Sign Systems*, sign inscriptions should be consistent; do not use two different inscriptions for the same area (e.g. RAMP and APRON). Recommend the airport sponsor remove the inbound destination PARKING sign panel and replace it with a direction sign indicating Taxiway Charlie since there is no prior indication of the taxiway leading out of the intersection. The sign should have black inscriptions on a yellow background and contain arrows.



Please advise Mr. Abel Tapia at abel.tapia@faa.gov or 1000 Marina Blvd, Suite 220 Brisbane, CA 94005-1863 by return of this letter when the above are corrected.

Sincerely,



Charlotte Jones
Lead, Airport Certification Safety Inspector
FAA Western Pacific Region



U.S. Department
of Transportation

**Federal Aviation
Administration**

Western-Pacific Region
Office of Airports

777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

October 18, 2019

Joe Simitian
President
Board of Supervisors
County of Santa Clara
70 West Hedding Street
East Wing, 10th Floor
San Jose, CA 95110

Dear Supervisor Simitian:

It is the Federal Aviation Administration's (FAA) understanding that the Santa Clara County (County) Board of Supervisors (Board) has publicly announced plans to close the Reid-Hillview Airport (RHV) and would like to use the land for low income housing. It is also our understanding that the Board voted to no longer accept Airport Improvement Program (AIP) grant funding for needed airport infrastructure projects at RHV. The purpose of this letter is fourfold:

1. To clearly articulate the FAA's objection to the Board closing RHV,
2. To convey federal obligations the Board must consider with respect to RHV,
3. To notify the Board of the FAA's safety concerns associated with respect to RHV airfield conditions,
4. To encourage the Board to reconsider requesting AIP funding to address safety concerns expressed by both the FAA and CALTRANS.

Reid Hillview Airport Serves a Critical Role

The FAA strongly opposes the closure of RHV. The FAA would like for the Board to revisit RHV's functional importance and consider alternatives that would enhance airport safety and its contribution to the surrounding community.

RHV serves a critical need for the greater San Jose area as well as the National Airspace System (NAS). In particular:

- RHV is an important asset in the National Plan of Integrated Airports System (NPIAS). The FAA has designated RHV as a reliever airport to both San Jose International Airport (SJC) and San Francisco International Airport (SFO). As a designated reliever airport, RHV has aviation facilities that support usage by a large number of smaller, slower, aircraft that may otherwise operate out large airports like SJC that serve the region's air carrier and corporate demand.
- Based on public comments received at your December 2018 meeting as well as the County's Airports Business Plan, RHV has nine Fixed Based Operators and complements the general aviation activities of the Palo Alto, San Martin and San Carlos airports.

- RHV serves users that are training to fly under Instrument Flight Rules (IFR) conditions that need to operate at an airport with an Airport Traffic Control Tower (ATCT). If RHV were to close, these aviation users would need to relocate to an airport with an ATCT.
- RHV is currently utilized by San Jose State University to conduct classes offered by the Department of Aviation and Technology. If RHV becomes unavailable, the program would need to relocate to another airport, most likely in relatively close proximity to the main university.

We understand that some on the Board may believe that upon closure of RHV the County's other airport, San Martin (E16), will accommodate traffic currently at RHV. This expectation is unrealistic given the limited facilities currently at E16. The Board will need to make substantial improvements at E16, prior to the closure of RHV, if it intends for that airport to serve the same role as RHV. Some of the improvements may not be eligible for AIP funding and would therefore need to be funded by the County. Simply put, if RHV were to close, the Board would need to ensure that E16 had the following facilities in place if E16 were to accommodate users currently at RHV:

- RHV has an ATCT whereas E16 has no ATCT. An ATCT would be needed at E16 to support the IFR flight training currently offered at RHV.
- RHV has two parallel runways that are about 3100' long x 75' wide whereas E16 has one runway that is about 3100' long and 75' wide. E16 will need two runways to support users and traffic currently at RHV.
- RHV has 4 box Precision Approach Path Indicator (PAPI) whereas E16 has a 2 box PAPI. E16 would require a 4 box PAPI to provide the same level of safety currently at RHV.
- RHV has Non-Precision Runway Markings whereas E16 has basic runway markings. E16 would require upgraded runway markings to provide the same level of safety currently at RHV.
- RHV has Runway End Identifier Lights (REIL) whereas E16 has no REIL. E16 would require REILs to provide the same level of safety currently at RHV.
- The Board will need to invest in additional hangers and/or tie down areas at E16 to accommodate aircraft currently at RHV.

We appreciate the County's interest in finding adequate locations to build low income housing, however, we ask the Board to also consider the adverse impacts of closing RHV. RHV is part of a system of airports that support the economic viability of the County. Closing RHV will force aviation users accounting for about 165,000 annual operations to relocate to other airports in the area. Please understand that many of the public use airports in the Bay Area are physically constrained and may find it difficult to absorb the air traffic activity currently served by RHV.

Federal Obligations For Maintaining A Safe and Efficient Airfield At County Airports

The top priority for the FAA is maintaining safety in the NAS. One important component of our ongoing efforts to manage surface safety within the NAS, is to ensure airport infrastructure is properly maintained at airports such as RHV. When the County accepted AIP funds (most recently in 2011), it agreed to certain obligations (or assurances). A list of these Federal Grant Assurances is attached. These assurances obligate the County to maintain and operate their airport facilities safely and efficiently, and in accordance with specified safety standards, including, but not limited to Assurance 11, *Pavement Preventive Maintenance*; and Assurance 19, *Operation and Maintenance*. The County's obligations related to Assurance 19 at RHV are of great concern to the FAA. We point out that regardless of the Board's desire to close RHV in 2031, the County's investment in RHV must commence immediately to ensure the airport's facilities are maintained and operated safely and efficiently, and in compliance with Federal Grant Assurances.

On December 4, 2018, airport management made a presentation to the Board where they outlined about \$10 million that would be required over the next 10 years to maintain RHV's infrastructure in a safe manner and in compliance with both State and Federal requirements. While the Board may choose to use other sources, such as loans or General Funds, to maintain RHV please note that AIP grant funding would cover about 90% of the County's cost for addressing existing AIP airfield discrepancies at RHV.

Regardless of the funding source chosen to address airfield concerns at RHV, it is the FAA's expectation that the Board will make the appropriate investment to ensure a safe operating environment for aircraft and tenants currently operating out of the airport.

Airfield Conditions at Reid-Hillview Airport

The FAA's Runway Safety Action Team (RSAT) recommended changes to markings and signage at RHV in fiscal year 2009. The FAA San Francisco Airports District (ADO) and Regional Office of Airports, along with the California Department of Transportation Division of Aeronautics have identified safety concerns based on their airport inspections and site visits over the past 10 years. On June 4, 2019, an RHV user notified the FAA that RHV still had several uncorrected discrepancies related to Airport signage and markings. The FAA personnel conducted a site visit on August 16, 2019, confirming that RHV had uncorrected discrepancies. Those items include but are not limited to the items listed below.

1. Runway 13L - 31R (at the southeast end of the runway): The Runway Exit Sign (sign with the arrow) is non-standard and in a non-standard location. Signs for runway exits are located prior to the runway/taxiway intersection on the side and in the direction to which the aircraft is expected to exit. This Runway Exit Sign must include the single-letter designation of the applicable taxiway being used to exit the runway, along with one arrow, and be repositioned to a location prior to the exit taxiway.
2. Taxiway Z Direction Sign(s) are incorrectly located on the west side of Taxiway Z. The sign(s) should be relocated to the other side of Z, for use by aircraft entering from ramps/taxilanes. The sign(s) should consist of the letter Z, with an arrow on each side of the

character, and should be of a standard size, as indicated in Advisory Circular 150/5340-18G, *Standards for Airport Sign Systems*.

3. Install Holding Position Signs for Runway 13L on Taxiway E. As indicated by Advisory Circular 150/5340-18G, Runway Holding Position Signs are always placed on the left side of the taxiway as seen by the pilot of an aircraft approaching the runway from the taxiway. Install this sign to the left of the taxiway, in a standard location. Delineate the new boundary of the run-up area with a taxiway edge marking.
4. Remove the Runway 31-13 destination sign, located at the right side the runway holding position marking, at Taxiway D. The RSAT recommendation is that the sign is not in a good location because it could distract an aircraft operator or possibly contribute to a runway incursion.
5. Remove Taxilane G & F signs located just west of Taxiway Z. The signs are non-standard in appearance and placed in a non-standard location. In addition, these signs are obscuring the view of what appears to be a Taxiway direction sign for Taxiway G.

On March 21, 2019, California Department of Transportation conducted a compliance inspection and noted discrepancies including, but not limited to, the items listed below.

1. Three helicopter pads located near the self-service fuel pumps, marked on the airport as established heliports, do not meet the minimum FAA and State design standards for a designated heliport and must be removed or remarked.
2. The Runway Safety Area prior to the approach ends of Runways 31R and 31L do not meet the minimum design standards described in Advisory Circular 150/5300-13A, *Airport Design*. The RSA for Runway 31R is currently cleared out to 147 feet and 161 feet for Runway 31L.
3. Visual Approach Slope Indicators (VASIs) for 31R are inoperative and were replaced with Precision Approach Path Indicators (PAPIs). Because the VASIs are no longer functional they should be removed as soon as possible.
4. The segmented circle visual indicator system is missing traffic pattern indicators for Runway 31L/13R.

Call To Action to the Santa Clara County Board of Supervisors

The FAA raises these specific, previously noted safety discrepancies to the Board to ensure that the County, as the owner and operator of RHV, immediately addresses the aforementioned airfield signage and markings issues. The presence of non-standard signage, and the poor condition of the airfield signage and markings at RHV increases the risk of the loss of situational awareness for pilots and vehicle drivers. The loss of situational awareness has contributed to an increase of Runway Incursions (RI) at RHV, particularly in the form of Vehicle/Pedestrian Deviations (V/PD) and Pilot Deviations (PD). Combined V/PDs and PDs increased three hundred fifty (350) percent from Fiscal Year (FY) 2018 (two occurrences) to FY 2019 (seven occurrences). V/PDs at RHV increased from two (2) occurrences in FY 2018 to three (3) occurrences in FY 2019. PDs increased from no occurrences in FY 2018 to four (4) occurrences in FY 2019. The County has been unresponsive to

FAA's adjudication requests regarding the latest V/PDs that occurred on March 11, 2019, and July 10, 2019. Recent inspection and site visits suggest the County should develop financial strategies and identify resources to address operational and maintenance issues to reduce impacts to airport safety.

This letter serves as a Call to Action from the FAA for the Board to address the conditions outlined in this letter immediately. The trends pertaining to increased RIs at RHV combined with the poor airfield condition concerns the FAA and should also concern the Board. Failure of the Board to address these conditions not only ignores liability but also supports an environment that has risk factors that could result in a potentially catastrophic incident at RHV. The FAA would like to assist the Board but as owner and operator of RHV, the County needs to take the lead on addressing safety improvements at RHV. The FAA requests that the County submit an action plan to address critical airfield concerns at RHV within 10 days of receipt of this letter. Please include in your action plan whether the Board plans to fund the improvements with AIP or from other sources. Please submit the action plan to Laurie Suttmeier, Manager, FAA San Francisco Airports District Office.

In closing, the FAA desires to work with, and to have further dialogue with Board in the future to assist with correcting airfield discrepancies, and ensuring RHV continues to play a critical role for the region. FAA would willingly provide federal assistance to the Board to cover about 90% of the costs associated with the AIP eligible airfield improvements at RHV that are identified in this letter. We would appreciate a timely written response from the Board on this matter (i.e., within 30 days).

If you have any questions concerning this letter, please contact either Brian Armstrong, FAA Manager, Safety and Standards Branch, at 424-405-7303 or Laurie Suttmeier, Manager, FAA San Francisco Airports District Office, at (650) 827-7600

Sincerely,



Mark A. McClardy
Director, Office of Airports
Western-Pacific Region

Enclosures:

Cc: Mike Wasserman, County of Santa Clara, Supervisor, District 1
Cindy Chavez, County of Santa Clara, Supervisor, District 2
Dave Cortese, County of Santa Clara, Supervisor, District 3
Susan Ellenberg, County of Santa Clara, Supervisor, District 4
Harry Freitas, Director, County of Santa Clara Roads and Airports Department
John Carr, County of Santa Clara, Airports Commission
John Aitken, Director, Norman Y. Mineta San Jose International Airport
Raquel Girvin, FAA Regional Administrator
Tony DiBernardo, FAA, Air Traffic Organization (ATO)
Joe Santoro, Runway Safety Program Manager, FAA-Air Traffic Organization (ATO)
Laurie Suttmeier, Manager, San Francisco ADO, FAA-Office of Airports
Amy Choi, Division Chief, Caltrans Division of Aeronautics

County of Santa Clara
Roads and Airports Department



101 Skyport Drive
San Jose, California 95110-1302
1-408-573-2400

November 8, 2019

Mark A. McClardy
Federal Aviation Administration
777 S. Aviation Blvd. Suite 150
El Segundo, CA 90245

Dear Mr. McClardy:

Thank you for your letter of October 18, 2019 to County of Santa Clara Board of Supervisors President Simitian regarding Reid-Hillview Airport (RHV) and related issues. This letter provides the County's initial response to the issues raised in your correspondence.

In order to ensure that the FAA has a clear understanding of the County's recent actions regarding Reid-Hillview Airport, the County believes it is important to understand what the Board of Supervisors did and did *not* decide last December. On December 4, 2018 the Board of Supervisors considered recommendations from the administration regarding an update to the Business Plans for the County Airports which include RHV and San Martin airports. The manager and assistant manager of the FAA's San Francisco Airport District Office were in attendance and provided testimony during the public comment portion of the hearing. At the conclusion of the hearing the Board of Supervisors approved a motion to direct the administration to perform eleven distinct items of work. Attached are official minutes from the meeting as well as a summary of the eleven items in the motion.

As indicated, the motion did not contain any direction to close RHV and replace it with affordable housing. Instead the Board directed the administration to evaluate key issues to better inform the Board and the community about the impact of the existing airport on its neighbors, the possible uses of the land if the airport were to close, implications for San Martin Airport, and direction to pursue property releases for airport parcels not needed for aviation purposes. The Board specifically adopted a policy statement that the County would not apply for Airport Improvement Program (AIP) grants for RHV and directed the administration to apply for AIP grants at San Martin. As you can see, there is a great deal of study and public discourse that will have to occur before any decision is made regarding the future of RHV.

Your letter also references improvements that the FAA believes would be necessary at San Martin Airport should RHV close. The County is aware of the capacity and constraints at San

Martin and believes that a discussion on the impacts to San Martin should RHV close are premature at this time. Significant study of the surrounding airports' aviation capacity would be necessary for the BOS to consider alternative uses at RHV.

Your letter goes on to describes the airfield conditions at RHV and asserts some perceived discrepancies with FAA and Caltrans standards. At the outset, the FAA should be aware that the County is cognizant of the signage issues identified in your letter. It is important to understand, however that when RHV was constructed, the design standards were considerably different than they are today. As a result, at RHV, the distances between runways and taxiways and the size of the Runway Safety Area (RSA) do not meet current FAA standards and are unlikely to change. This results in many challenges when attempting to apply current signage standards to a non-standard airport. Older airports often do not meet current design standards in a number of respects and yet are considered safe.

Further, the County does not agree with the FAA's characterization of the RHV runway condition as poor. In fact the County has invested significant capital in the airfield surfaces recently though a repaving and marking project that was completed in early 2019. The citation of runway incursion increases in your letter does not indicate a correlation to signage and marking issues raised in your letter. The County would welcome an open exchange of information so that we can better understand your concerns.

As detailed below, the County has acted over the years to address signage issues to assure that pilots can navigate across the airfield considering the limitations imposed by the physical layout and geometry of the airfield and the actual sightlines pilots experience.

Most of the signage at RHV was previously approved by the FAA and included in federally funded Airport Capital Improvement Program (ACIP) grants.

The County is very mindful of the desire of the FAA to standardize the pilot's experience at airports nationwide and believes that is a worthwhile endeavor, however given the multitude of different airport sizes and configurations across the country a one size fits all approach is not feasible. With that said, the County will continue to work on these concerns as resources allow.

With those general comments, below are responses to the specific signage issues raised in your letter.

Comments from FAA site visit of August 16, 2019

1. *Non-standard exit signs at the southeast end of Runway 13L-31R* - These signs were installed as part of an FAA approved Airport Capital Improvement Program (ACIP) 3-06-0225-10 and partially paid for and approved by the FAA. At the time of installation, the sign was approved by the FAA.
2. *Taxiway Z directional signage* – The geometry of Taxiway Z is such that it is not possible to install upright signs in their “standard” location and have them visible to pilots that have just exited the runway. As part of the paving project completed in

2018 surface painted signage was added to the airport and the upright signs were removed.

3. *Holding positioning signs for Runway 13L on Taxiway E* - There is a holding position sign installed on the right side of the taxiway. This sign location was approved by the FAA and included in ACIP 3-06-0225-10. At that time an evaluation was made based on the current configuration of the airport and it was determined that placing the sign in the "standard" (pilots side) location would move the sign so far left of the taxiway centerline that its placement would cause potential runway incursions. New markings of the boundary of the runup area were installed in 2018.
4. *Runway 31-13 destination sign on the right side of Taxiway D* - The sign placement was included in ACIP 3-06-0225-10, which was approved and funded by the FAA. The RSAT team suggested removing the sign. Airport administration did not agree with that suggestion because there was no data to suggest that the sign was a contributing factor to any V/PD or PD.
5. *Taxilane G & F signage located just west of Taxiway Z* - The sign placement was included in ACIP 3-06-0225-10, which was approved and funded by the FAA. Those are the only situational signs for Taxilane F and G and removal of the signs may confuse pilots and lead to potential V/PD. At this time there is no plan to remove these signs. The additional sign referenced in this item was a Taxiway Z sign that was removed as part of the 2018 paving project (item 2 above).

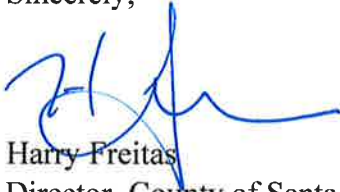
Comments from the Caltrans compliance inspection of March 21, 2019

1. *Helicopter pads* - These pads are on County property leased to a private entity and were installed and marked by the leaseholder. Airport administration has reviewed the findings of the inspection with the leaseholder who has since remarked the helicopter pads.
2. *Runway Safety Area for 31R and 31L* - The FAA approved Airport Layout Plan for RHV shows a shift of the runways to the north to accommodate the newly mandated RSA area. This project will be implemented by the County when funds become available.
3. *Abandoned Visual Approach Slope Indicator* - That abandoned equipment belongs to the FAA and was recently replaced with Precision Approach Path Indicators. A request has been placed with the FAA to have the equipment removed. Your assistance encouraging the FAA to remove your abandoned equipment would be greatly appreciated.
4. *Segmented circle issue* - The existing configuration of the segmented circle was approved by the FAA and installed as part of ACIP 3-06-0225-08. This is a new finding by the inspector and may be addressed when the County completes a lighting and signage project.

We appreciate the opportunity to continue to work with the FAA on issues regarding the County's airports. Should you have any questions, please call me at 408-573-2438.

We appreciate the opportunity to continue to work with the FAA on issues regarding the County's airports. Should you have any questions, please call me at 408-573-2438.

Sincerely,



Harry Freitas

Director, County of Santa Clara Roads & Airports Department

Enclosures:

1. Meeting Minutes;
2. Summary of Actions at December 2018 BOS Meeting

Cc: Supervisor Mike Wasserman, District 1, County of Santa Clara
Supervisor Cindy Chavez, District 2, County of Santa Clara
Supervisor Dave Cortese, District 3, County of Santa Clara
Supervisor Susan Ellenberg, District 4, County of Santa Clara
Supervisor S. Joseph Simitian, District 5, County of Santa Clara
John Carr, Airports Commission, County of Santa Clara
John Aitken, Director, Norman Y. Mineta San Jose International Airport
Raquel Girvin, FAA Regional Administrator
Tony DiBernardo, FAA Air Traffic Organization (ATO)
Joe Santoro, Runway Safety Program Manager, FAA Air Traffic Organization (ATO)
Laurie Suttmeier, Manager, San Francisco ADO, FAA Office of Airports
Amy Choi, Division Chief, Caltrans Division of Aeronautics

17 RESULT: APPROVED [UNANIMOUS]
MOVER: Cindy Chavez, Vice President
SECONDER: Dave Cortese, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

18. Held from November 20, 2018 (Item No. 23): Consider recommendations relating to bids for Capital Project 263-CP19003 "Relocate 2nd Floor Dental Suite at Main Jail North." (Facilities and Fleet Department) (ID# 93983)

Possible action:

- a. Award contract to Agbayani Construction Corporation in the amount of \$709,000 with a construction time of 160 working days.
- b. Approve encumbrance of additional \$100,000 as Supplemental Work Allowance for a total encumbered amount of \$809,000.
- c. Authorize County Executive, or designee, to issue Change Orders, as necessary, against the allowance for Supplemental Work and to approve modifications to the construction time consistent with Public Contract Code Section 20142.
- d. Ratify Addendum to Bid Documents Nos. 1 through 3 which modified or clarified the Bid Documents in response to contractor questions.

Added to the Consent Calendar at the request of Supervisor Wasserman.

18 RESULT: APPROVED [UNANIMOUS]
MOVER: Cindy Chavez, Vice President
SECONDER: Dave Cortese, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

Time Certain - Airports Business Plan - To Be Heard No Earlier Than 1:00 p.m.

19. Under advisement from the December 12, 2017 Board meeting (Item No.21): Receive report from the Roads and Airports Department relating to the Airports Business Plan Update. (ID# 93897)

Taken out of order after Item No. 22.

Seventy-two individuals addressed the Board.

On motion of Vice President Chavez, seconded by Supervisor Cortese, the Board approved a policy statement that the County will not apply for Airport Improvement Program grants for Reid-Hillview Airport and will make General Fund-funded improvements necessary to safely operate Reid-Hillview; and, directed Administration or its designee to accept \$1 million in Federal Aviation Administration (FAA) entitlement funding related to the airfield repaving project at the San Martin Airport to help pay down the outstanding General Fund loan, to apply for property releases at Reid-Hillview Airport from the FAA consistent with the Business Plan Update, to invite

the City of San Jose to engage in a joint planning process within the next two years relating to use of the Reid-Hillview and Eastridge areas, including possible alternative uses after 2031, to develop a plan, including a transparent community engagement process that includes, but is not limited to, engaging the City of San Jose, to consolidate the County's aviation uses at San Martin Airport based on the Housing, Land Use, Environment, and Transportation Committee's Option 3 identified in staff's presentation, to develop a plan to implement improvements necessary to ensure adequate traffic flow and safety on East San Martin Avenue, Highway 101, and adjacent roadways, to establish a Capital Plan to implement improvements at the San Martin Airport, including both General Fund-funded and FAA-funded improvements, to report to the Board with a recommended plan to analyze and address any concerns regarding airborne lead and associated concerns, to engage San Jose State University relating to negotiations for possible accommodation at the San Martin Airport, to engage Office of Emergency Services partners relating to consideration of capacity for emergency and disaster response should a change of use occur at Reid-Hillview Airport, and to engage the aviation community in determining the feasibility of allowing only non-lead aviation fuel at the Reid-Hillview and San Martin Airports.

19 RESULT: APPROVED AS AMENDED [3 TO 2]
MOVER: Cindy Chavez, Vice President
SECONDER: Dave Cortese, Supervisor
AYES: Chavez, Cortese, Yeager
NAYS: Wasserman, Simitian

Board Referrals

20. Approve referral to Santa Clara County Fire District and Administration to report to the Board of Supervisors no later than February 2019 relating to preparedness planning and County Fire needs given the ever-increasing threats of large-scale fire incidents in the County and throughout California. (Chavez) (ID# 94470)

Taken out of order after Item No. 9.

Approved as amended to direct Administration and the Administration of the Santa Clara County Central Fire Protection District to report to the Board in March or April 2019, at the request of Tony Bowden, Chief, Santa Clara County Fire Department, to ensure sufficient time to coordinate with the South Santa Clara County Fire District and California Department of Forestry and Fire Protection.

At the request of Supervisor Wasserman, the Board further directed Administration to involve the Roads and Airports Department in the assessment of resources.

20 RESULT: APPROVED AS AMENDED [UNANIMOUS]
MOVER: Cindy Chavez, Vice President
SECONDER: Ken Yeager, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

SCC Airports Business Plan Referral

At the request of Vice President Chavez, the Board approved:

1. A policy statement that the County will not apply for Airport Improvement Program grants for Reid-Hillview Airport and will make General Fund-funded improvements necessary to safely operate Reid-Hillview,
2. Directed Administration or its designee to accept \$1 million in Federal Aviation Administration (FAA) entitlement funding related to the airfield repaving project at the San Martin Airport to help pay down the outstanding General Fund loan
3. To apply for property releases at Reid-Hillview Airport from the FAA consistent with the Business Plan Update
4. To invite the City of San Jose to engage in a joint planning process within the next two years relating to use of the Reid-Hillview and Eastridge areas, including possible alternative uses after 2031
5. To develop a plan, including a transparent community engagement process that includes, but is not limit to, engaging the City of San Jose, to consolidate the County's aviation uses at San Martin Airport based on the Housing, Land Use, Environment, and Transportation Committee's Option 3 identified in staff's presentation
6. To develop a plan to implement improvements necessary to ensure adequate traffic flow and safety on East San Martin Avenue, Highway 101, and adjacent roadways
7. To establish a Capital Plan to implement improvements at the San Martin Airport, including both General Fund-funded and FAA-funded improvements
8. To report to the Board with a recommended plan to analyze and address any concerns regarding airborne lead and associated concerns

9. To engage San Jose State University relating to negotiations for possible accommodation at the San Martin Airport
10. To engage Office of Emergency Services partners relating to consideration of capacity for emergency and disaster response should a change of use occur at Reid-Hillview Airport
11. And to engage the aviation community in determining the feasibility of allowing only non-lead aviation fuel at the Reid-Hillview and San Martin Airports.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Office of Airports

777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

February 28, 2020

Joe Simitian
President
Board of Supervisors
County of Santa Clara
70 West Hedding Street
East Wing, 10th Floor
San Jose, CA 95110

RE: Reid Hillview Airport

Dear Supervisor Simitian:

This letter serves as the Federal Aviation Administration's (FAA) response to the County of Santa Clara Roads & Airport Department (County) Director, Harry Freitas' November 8, 2019, letter (County's Letter). Mr. Freitas responded to the FAA's October 18, 2019, letter to the County of Santa Clara Board of Supervisors (Board) regarding ongoing airfield safety conditions at the Reid-Hillview Airport (RHV).

Thank you for your follow up. The FAA has concerns regarding several statements contained in the County's letter and the resultant safety philosophy of the Board. Each of the FAA's concerns are discussed below.

RHV Airport Safety Discrepancies

The FAA appreciates the Board's update about its progress in correcting FAA-noted discrepancy items, including a recently completed paving and marking project. The Board's response, however, is deficient because it does not address all of the previously identified discrepancies in the FAA's October 18, 2019, letter. These discrepancies pertain to findings based on airfield inspections conducted by State of California (State) and Federal airport safety inspectors. These findings, characterized in the County's Letter as "perceived discrepancies", represent the judgment and perspective of specially trained State and Federal airport inspectors, representing many years of aviation experience.

As you are aware, the FAA's mission is to provide the safest, most efficient airspace system in the world. One of the ways the FAA ensures a safe and efficient national airport system is through the Airport Improvement Program (AIP), which provides financial assistance to local airport owners, like the County, to address, purchase, or maintain safety related infrastructure. In addition, the FAA is responsible for ensuring airport owners operate and maintain their airports in accordance with Federal grant assurances (AIP Grant Assurances). For example, AIP Grant Assurance 19, *Operation and Maintenance*, requires the County, as the airport owner, to operate and maintain RHV's aeronautical facilities, including airfield pavement, in a safe and serviceable condition, in accordance with the standards set by applicable Federal, State, and local agencies.

The County's Letter appears to downplay the safety concerns brought forth by both the FAA and Caltrans Aeronautics. We think it is inadvisable for the County to substitute its own perceptions of the documented findings in our October 18, 2019, letter. Our findings regarding the current airfield condition at RHV were presented by qualified State and Federal aviation inspectors. Should an aircraft incident or accident occur at RHV, State and Federal inspection findings may call into question your current position that RHV runway and signage conditions do not constitute an airfield safety risk. The FAA strongly reiterates to the Board that the data and correspondence among the County, State and the FAA show that the County has repeatedly been made aware of airfield discrepancies pertaining to airfield safety.

On August 16, 2019, our Lead Airport Certification and Safety Inspector, Ms. Charlotte Jones (Inspector Jones), conducted an airfield inspection at RHV. The FAA recognizes that RHV is not a certificated airport under 14 Code of Federal Regulations (CFR) Part 139; however, airfield marking and signage standards found under FAA Advisory Circulars apply to both Part 139 airports and general aviation airports like RHV. On August 27, 2019, Inspector Jones sent the County a follow-up letter that identified numerous airfield signs that do not meet FAA standards. Inspector Jones identified faded sign panels found throughout the airfield, some of which had delaminated sign faces. She also found non-standard signs on the airfield with an inscription consisting of a single arrow only, and one sign with the inscription PARKING. All of the inspection findings are included in the attached letter.

Records provided by the FAA's Office of Runway Safety (Runway Safety), show that RHV sustained ten (10) Runway Incursions (RI) and five (5) Surface Incidents (SI) between October 1, 2018 and January 18, 2020. Of the 15 events, four Pilot Deviations (three RI's and one SI), Runway Safety determined that the signs and markings control barriers were not successful in preventing runway incursions. It is the FAA's opinion that any runway incursion or safety-related event linked to existing airfield infrastructure deserves careful research and scrutiny to determine if corrective actions may be applied to prevent future unsafe events.

Considering that Runway Safety determined that four previously mentioned RI's and one SI may be linked to RHV signs and markings issues, the FAA seriously questions the County's implication that the State and FAA's identified airfield discrepancies are exaggerated.

Given the recent rash of Runway Incursions, the FAA plans to conduct a Runway Safety Action Team (RSAT) meeting at RHV on March 10, 2020. The purpose of the RSAT is to bring attention to the aforementioned conditions at RHV and seek stakeholder assistance in identifying things the County, State, airport users, and FAA can do to address current risk factors. We look forward to working with the Board in addressing recommendations resulting from this RSAT.

RHV Airport Design Standards

In the County's Letter, Mr. Freitas asserts that nonstandard discrepancies identified from State inspections are safe and acceptable, presumably because they were originally funded and approved by the FAA, several years ago. The FAA agrees that several design standards are different today from when FAA-funded construction projects were completed at RHV. Older airports and airport infrastructure that do not meet all design standards may be considered safe when special procedures are implemented by the airport owner and/or air traffic control, to maintain adequate separation of aircraft and other traffic present on the airfield. In the case of RHV, we believe the County can and should make efforts, whenever practical, to meet current airport design standards by addressing nonstandard discrepancies.

We remind you of the County's obligation to meet AIP Grant Assurance 19, *Operation and Maintenance*. This means the County, as a federally obligated airport sponsor, has to maintain RHV in a safe and serviceable condition and in accordance with applicable State and Federal airport design standards. AIP funding is available to help the County meet these requirements. However, regardless of the chosen funding source, the County is required to comply with all applicable AIP Grant Assurances that are currently in effect.

County Preparation for RHV Closure

Mr. Freitas articulated in the County's Letter that the Board has not made a decision on whether to close RHV. However, on December 4, 2018, the Board passed an update to the Business Plan for County Airports, directing County administration to perform 11 items of work, including the adoption of a policy statement that the County would no longer apply for Federal AIP grants for RHV. The FAA believes that the Board's December 2018 actions, along with your recently announced plans to host community workshops to explore the community's vision on the possibilities for the RHV site, show intent by the Board to close RHV after 2031. As stated in previous letters, the FAA does not support the closure of RHV.

Potential Community Impacts Should RHV Close

In Federal Fiscal Year (FY) 2019 (October 1, 2018 through September 30, 2019), 197,215 total flight operations occurred at RHV. This represents an increase of about 14% over the previous FY. Should RHV close, where will these operations go? The Board suggests that San Martin Airport (E16) can accommodate these displaced users; however, the FAA's October 18, 2019 letter clearly explains that E16 does not have the facilities to support the displaced tenants and will not be a viable option should RHV close. Other airports in the area with an Airport Traffic Control Tower (ATCT) include Norman Y. Mineta San Jose International Airport (SJC), Palo Alto Airport (PAO), San Carlos Airport (SQL), San Francisco International Airport (SFO), Livermore Airport (LVK), and Hayward Executive Airport (HWD).

The FAA is interested in reviewing the Board's analysis showing how the 197,215 aircraft operations currently at RHV will be accommodated if RHV were to close. Today, RHV serves an important role as a reliever airport to SJC and SFO. In other words, RHV serves a substantial number of student pilots and users with smaller and slower aircraft, thereby providing an airport for users who would otherwise operate out of larger airports like SJC and SFO. As an important reliever airport, RHV helps the FAA prevent the comingling of small, slow aircraft with large, faster aircraft like corporate jets and commercial airliners, thereby ensuring safer operations for all aviation users, including the travelling public. We think the community should fully understand how the closure of RHV will impact operations at larger, busy airports like SJC and SFO, particularly since other small airports like PAO, SQL, LVK, and HWD may have limited space to accommodate users who would be displaced from RHV if it were to close. In addition, given the airspace constraints in the Bay Area, closing RHV may introduce noise and other potential environmental impacts to neighboring communities as the comingling of small, slower aircraft and commercial jets at busy airports like SJC or SFO could trigger a need for establishing new routes.



U.S Department of
Transportation

**Federal Aviation
Administration**

Western-Pacific Region
Office of Airports

777 S. Aviation Blvd, Ste 150
El Segundo, CA 90245

1000 Marina Blvd, Ste 220
Brisbane, CA 94005-1835

January 14, 2021

Mr. Eric Peterson
Director, County Airports
Airports Division
2500 Cunningham Avenue
San Jose, California 95148

- Re: (1) County of Santa Clara ("County") Request for Status Update Release for "Tully" Parcel at Reid-Hillview Airport (RHV) for Re-designation for Non-Aeronautical Uses and Long-Term Lease.
- (2) Status Update for County's Request for Re-designation for Non-Aeronautical Uses and Long-Term Lease for Solar Panels at RHV.
- (3) Status Update for County's Request for Re-designation for Non-Aeronautical Uses and Long-Term Lease for Solar Panels at San Martin Airport (E16).
- (4) Status Update Regarding the County's Land Release Request to Support Santa Clara Valley Transportation Authority (VTA) on RHV.

Dear Mr. Peterson,

This letter serves as our Federal Aviation Administration (FAA) reply to your October 9, 2020 letter to Mr. Mark McClardy regarding the status of the County's request with respect to the Tully and Capital Field Parcel. It also serves as FAA's reply to other conversations you have had with our office, both written and verbal, regarding FAA approval for County proposals for land uses at both RHV and E16.

The County has discussed four (4) requests with the FAA that would either release airport land from its federal obligation, or change land uses from aeronautical use to non-aeronautical use. With respect to the County requests that the FAA is considering, we note that in three (3) cases the County is currently allowing inappropriate non-aeronautical uses on parcels that are designated for aeronautical use only.

Parcels where the County is currently allowing inappropriate non-aeronautical uses

1. Tully and Capital Field Parcel – On April 2, 2015, the FAA sent a letter that denied the County’s request to release this aeronautical parcel “for non-aeronautical commercial development.” Our denial was based on our determination that the land is needed to support aeronautical use at RHV.

On Sept. 19, 2019, the County again sent the FAA a letter requesting a re-designation of the Tully and Capital Field Parcel for non-aeronautical uses and for a long-term lease. The County sent a follow up letter to the FAA on Oct. 20, 2020. The FAA is considering the County’s request. However, after a Dec. 4, 2020 site visit to RHV, the FAA noticed that the County is allowing inappropriate non-aeronautical uses on the Tully and Capital Field Parcel. Examples of inappropriate land uses that we witnessed include a baseball field, commercial vendors, and storage of vehicles/trailers. In allowing these inappropriate land uses, it appears the County may have disregarded its federal obligations by allowing non-aeronautical uses on land designated to support RHV’s aeronautical needs at this physically constrained airport.

The following pictures, taken December 4, 2020, depict inappropriate non aeronautical land uses on the Tully and Capital Field Parcel currently allowed by the County. The subject parcel is approved by FAA for aeronautical uses only.

Corner of Tully Road and Capital Expressway.



Driving along Swift Road



Driving along Swift Road



2. Solar Panels at RHV – On Oct. 26, 2015, the County sent a proposal to the FAA that advised of your contract with SunPower to develop solar-power-generating facilities on County-owned property. The County proposed to construct solar panels on federally obligated parcels at RHV (near the Airport Traffic Control Tower). The County's letter requested FAA concurrence to release aeronautical-designated property for non-aeronautical use.

Based on Google Earth imagery, the County constructed the solar panels sometime between April 2017 and August 2017, before the FAA completed its evaluation and made a decision on the County's request to re-designate the subject parcels. In allowing this inappropriate land use, the County appears to be in violation of Federal law that requires a sponsor to adhere to its Airport Layout Plan and obtain appropriate prior approval and environmental review in advance of a change.

3. Solar Panels at E16 – On Oct. 26, 2015, the County sent a proposal to the FAA that advised of your contract with SunPower to develop solar-power-generating facilities on County-owned property. The County proposed to construct solar panels on federally obligated parcels at E16 (in the approach path). The County's letter requested FAA concurrence to release aeronautical designated property for non-aeronautical use.

Based on Google Earth imagery, the County constructed the subject solar panels sometime between November 2016 and September 2017, before the FAA completed its evaluation and made a decision on the County's request to re-designate the subject parcels. In allowing this inappropriate land use, the County appears to be in violation of Federal law that requires a sponsor to adhere to its Airport Layout Plan and obtain appropriate prior approval and environmental review in advance of a change.

Normally such requests are routine. However given the Board of Supervisor's Dec. 4, 2018 decision to no longer accept Airport Improvement Program (AIP) funding at RHV for purposes of closing the airport in 2031, it is not clear why the County is pursuing FAA approval to dispose of, or release from federal obligations, aeronautical land at RHV and at E16. It appears the County is asking the FAA to retroactively approve actions the County took without the required FAA authorization.

The FAA does not plan to follow up on the County's request for the three (3) parcels listed above until the inappropriate land uses are addressed by the County in a satisfactory manner.

Parcel where the FAA requested additional information from the County

4. Santa Clara Valley Transportation Authority (VTA) acquisition of 11,268 square feet of property for the Eastridge to BART Regional Connector Project. The County acquired the property in the 1960's using FAA Grants. On July 22, 2020 the County submitted a request to release a quarter-acre parcel on behalf of a proposal by the VTA.

The proposal appears to be part of the Tully and Capital Field Parcel. On Nov. 3, 2020, our office sent an email to the County requesting additional information on this proposal. On Dec. 8, 2020, our office received a response to our email from the County. FAA is reviewing the County's response. Prior to moving forward on this request, we would like to understand how the County plans to address grant assurance compliance concerns related to the inappropriate land uses currently on the Tully and Capital Field Parcel, which the VTA proposal appears to reside upon.

We look forward to hearing back from you on the concerns we raised in this letter with respect to land uses at RHV and E16. If you have any questions, please feel free to contact me.

Regards,

Laurie J. Suttmeier
Manager, FAA San Francisco ADO
Office: (650) 827-7601
Cell: (415) 656-9948

Cc: Mark McClardy, Director, FAA Airports Division, Western Pacific Region, AWP-600
Brian Armstrong, Manager, FAA Airports Division, Western Pacific Region Safety and Standards Branch, AWP-620
Kevin Willis, Director, FAA Office of Compliance and Management Analysis, ACO-1



U.S. Department
of Transportation
**Federal Aviation
Administration**

Office of Airport Compliance and
Management Analysis

800 Independence Ave., SW.
Washington, DC 20591

FEDERAL EXPRESS

February 19, 2021

Mike Wasserman, President
Board of Supervisors
County of Santa Clara
70 West Hedding Street
East Wing, 10th Floor
San Jose, CA 95110

RE: Unsafe Conditions at Reid-Hillview Airport Requiring County Action

Dear Supervisor Wasserman:

It has come to our attention that the County of Santa Clara Board of Supervisors (BOS), sponsor of the Reid-Hillview Airport (RHV), has made decisions and taken actions that undermine the BOS's ability to operate RHV consistent with its federal grant obligations under the Airport Improvement Program (AIP).

Specifically, it is our understanding that on March 10, 2020, the Federal Aviation Administration (FAA) conducted a Local Runway Safety Action Team (LRSAT) meeting at RHV to seek ways to address an uptick in runway incursions at the Airport. During the LRSAT, we understand that the County of Santa Clara Roads and Airports Department (County) declined to commit to providing sufficient resources recommended by aviation experts participating in the LRSAT that were intended to mitigate unsafe airfield conditions. The County's reasoning for not addressing critical safety concerns is the December 4, 2018, decision by the BOS to not accept Airport Improvement Program (AIP) funding for RHV. In addition, we recently learned that the County has engaged in substantial non-aeronautical use of aeronautical property, at both RHV and San Martin Airport (E16), without FAA approval. The BOS's support of the aforementioned actions appears to be connected, in part, to its desire to potentially close RHV in 2031 at the expiration of its existing grant agreements. More recently, on November 17, 2020, the BOS voted 4-1 for the County to proceed with the "Reid Hillview Vision Plan," which on the surface suggests the BOS has made its decision for the future of RHV.

Since 2009, the FAA Western-Pacific Region Airport's Office (FAA-Region) and the BOS have frequently exchanged correspondence about the sponsor's non-compliance with its federal obligations. More recently, on October 18, 2019, and again on Feb. 28, 2020, the FAA-Region sent letters to the BOS in which we explained the importance of RHV to the national airspace system and outlined the FAA's concerns about existing unsafe airfield conditions at RHV that require action by the BOS. Finally, we reminded the BOS of its existing federal obligations, which require you to safely maintain your County-owned airports. Foremost among the discussions is the BOS's continuing obligation under Grant Assurance 19, *Operations and Maintenance*, to operate the Airport in a safe and serviceable condition.

Substantial evidence collected through FAA inspections, California Department of Transportation (CalTrans) site visits, and multiple and ongoing user complaints over the past decade indicate the presence of unsafe conditions at RHV. For example, between October 1, 2018, and February 8, 2021, the FAA documented fourteen (14) Runway Incursions (RI) and six (6) Surface Incidents (SI). The FAA believes the airfield risks associated with these events could be eliminated if the County takes action on the March 10, 2020, LRSAT recommendations. Most recently, in January 2021, an FAA Hotline Complaint was filed against the County for allegedly failing to repair inoperative light posts adjacent to taxiways and hangars whose height and unlighted condition present a safety hazard to aircraft movement areas at RHV. FAA-Region has reminded the BOS on numerous occasions of its obligation to resolve these safety discrepancies, and an FAA investigation into the Hotline Complaint is currently underway.

The County also has allowed multiple non-aeronautical uses of aeronautical property without obtaining required FAA approval. These include the development of airport property for solar panel installation, use of airport property for a baseball field and vehicle/trailer storage, and leasing space to commercial vendors. Such actions violate Grant Assurance 29, *Airport Layout Plan*, and depending on how the revenues were generated and used, could result in a finding of airport revenue diversion in violation of 49 U.S.C. §§ 47107(b) and 47133, and Grant Assurance 25, *Airport Revenues*. After verifying that the County has engaged in substantial non-aeronautical use of aeronautical property at both RHV and E16, the FAA on Jan. 14, 2021 sent a letter to the County asking how it plans to address this matter.

Based on applicable AIP grant agreements, a federally obligated sponsor may not allow an airport to fall into disrepair while considering closure. While the BOS is well within its right to decline further AIP funding, the BOS remains obligated to operate the airport and all facilities necessary to serve the aeronautical users of the airport at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. The FAA Office of Airport Compliance and Management Analysis (ACO) strongly encourages the BOS to make the appropriate improvements to ensure a safe operating environment for RHV aircraft and tenants, including expedient resolution of the outstanding safety and land use compliance violations that the FAA-Region and CalTrans identified.

We also want to remind you that commitments the BOS assumed in its AIP grant agreements are critical in maintaining a high degree of safety and efficiency in RHV design, construction, operation and maintenance, as well as ensuring the public reasonable access to the airport. These commitments do not expire until at least 2031, whether or not the BOS decides to pursue future AIP grant funding for RHV.

Pursuant to 49 U.S.C. § 47122, the FAA has a statutory mandate to ensure that airport owners comply with their federal grant assurances. Under 49 U.S.C. § 47111(f), a federally obligated airport sponsor that fails to take corrective action required by the FAA is subject to judicial enforcement of any grant assurance violation. ACO seeks to avoid such measures and implores the BOS to immediately take the requisite steps to bring RHV into compliance with its federal obligations.

In closing, the FAA will conduct a follow up LRSAT meeting at RHV on March 10, 2021 that will again focus on airfield improvements and/or additional airport planning needed to address ongoing safety concerns. It is our expectation that the BOS will work in good faith to meet its federal grant obligations regardless of its earlier decision to no longer accept AIP funding for RHV. Our office will closely coordinate with FAA-Region on final resolution of the aforementioned concerns, and in the absence of such, will take appropriate steps as necessary.

Sincerely,

Kevin C. Willis, Director
FAA Office of Airport Compliance
and Management Analysis

Date

cc: Cindy Chavez, County of Santa Clara, Supervisor, District 2
Otto Lee, County of Santa Clara, Supervisor, District 3
Susan Ellenberg, County of Santa Clara, Supervisor, District 4
Joe Simitian, County of Santa Clara, Supervisor, District 5
Harry Freitas, Director, County of Santa Clara Roads and Airports Department
John Carr, County of Santa Clara, Airports Commission
Amy Choi, Division Chief, Caltrans Division of Aeronautics
Mark McClardy, Director, Airports Division, FAA, Western Pacific Region
Raquel Girvin, FAA Regional Administrator
Joe Santoro, FAA Runway Safety Program Manager
Dave Foyle, FAA, Air Traffic Organization (ATO)
Laurie Suttmeier, Manager, FAA, San Francisco Airports District Office

In closing, the FAA looks forward to working with the Board to resolve existing safety issues at RHV. We will follow up with the Board after the RSAT meeting on March 10, 2020, to obtain an action plan for addressing recommendations brought forth from that meeting. The FAA strongly encourages the Board to abandon plans for closure of RHV and to consider the adverse impacts to neighboring communities should your actions result in the displacement of 197,215 aircraft operations currently utilizing RHV.

If you have questions regarding this letter, please contact Brian Armstrong, FAA Manager, Safety and Standards Branch, at (424) 405-7303 or Laurie Suttmeier, FAA Manager, San Francisco Airports District Office, at (650) 827-7600.

Sincerely,



Mark A. McClardy
Director, Office of Airports
Western-Pacific Region

Enclosures: August 27, 2019 letter from FAA Inspector Charlotte Jones to County

cc: Mike Wasserman, County of Santa Clara, Supervisor, District 1
Cindy Chavez, County of Santa Clara, Supervisor, District 2
Dave Cortese, County of Santa Clara, Supervisor, District 3
Susan Ellenberg, County of Santa Clara, Supervisor, District 4
Harry Freitas, Director, County of Santa Clara Roads and Airports Department
John Carr, County of Santa Clara, Airports Commission
Amy Choi, Division Chief, Caltrans Division of Aeronautics
Raquel Girvin, FAA Regional Administrator
Tony DiBernardo, FAA, Air Traffic Organization (ATO)
Joe Santoro, Runway Safety Program Manager, FAA – Air Traffic Organization (ATO)
Brian Armstrong, Manager, Safety and Standards Branch, FAA-Office of Airports
Laurie Suttmeier, Manager, San Francisco ADO, FAA-Office of Airports
John Aitken, Executive Director, Norman Y. Mineta San Jose International Airport (no enclosure)
Ivar Satero, Executive Director, San Francisco Jose International Airport (no enclosure)
Andrew Swanson, Airport Manager Palo Alto Airport (no enclosure)
Gretchen Kelly, Manager, San Mateo County Airports (no enclosure)
Doug McNeeley, Airport Manager, Hayward Executive Airport (no enclosure)
David Decoteau, Airport Division Manager, Livermore Airport (no enclosure)



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Office of Airports

777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

Sept. 14, 2021

Mr. Eric Peterson
Director, County Airports
Airports Division
2500 Cunningham Avenue
San Jose, California 95148

RE: Federal Aviation Administration (FAA) letters dated Jan. 14, 2021, and Feb. 19, 2021.

Dear Mr. Peterson,

I'm sending this letter to the County of Santa Clara (County) as a reminder that the FAA has not received a response from the County concerning letters that we sent on Jan. 14, 2021 and Feb. 19, 2021.

The following summarizes the content in our letters to the County:

- Our Jan. 14, 2021, letter outlined non-aeronautical uses of aeronautical property that the FAA confirmed are currently occurring at both Reid-Hillview Airport (RHV) and San Martin (E16) Airport. Furthermore, our January 2021 letter explicitly stated that before moving forward on outstanding land-use approvals requested by the County, the FAA would like to understand how the County plans to address grant-assurance-compliance concerns related to the inappropriate land uses currently on the Tully and Capital Field Parcel. These uses include development of airport property for solar-panel installation, use of airport property for a baseball field and vehicle/trailer storage, and leasing space to commercial vendors. We further noted that the unapproved non-aeronautical uses involve land that the Santa Clara Valley Transportation Authority (VTA) is interested in obtaining.
- Our Feb. 19, 2021, letter from the Director of the FAA Office of Airport Compliance again outlines unapproved non-aeronautical uses of airport property and also the lack of attention by the County to address safety concerns at RHV. More specifically, our letter noted that substantial evidence collected through FAA inspections, California Department of Transportation (CalTrans) site visits, and multiple and ongoing user complaints over the past decade indicate the presence of unsafe conditions at RHV. These include fourteen (14) runway incursions and six (6) surface incidents from October 2018 to February 2021. Since our February 2021 letter, RHV has experienced two (2) additional runway incursions totaling sixteen (16) runway incursions and six (6) surface incidents, respectively, since October 2018.

Our February 2021 letter also refers to a Local Runway Safety Action Team (LRSAT) meeting at RHV in March 2020, which was followed up with another LRSAT in March 2021. The County to date has declined to adopt the FAA's recommendations to mitigate ongoing safety issues. We also reminded the County of its existing federal obligations under Grant Assurance 19, *Operations and Maintenance*, to continuously operate and maintain its airports in a safe and serviceable condition.

Finally, our February 2021 letter explicitly expressed the FAA's expectation that the County Board of Supervisors (BoS) will work in good faith to meet its federal grant obligations regarding safety and non-aeronautical land uses regardless of its earlier decision to no longer accept AIP funding for RHV.

In addition, we understand that on Aug. 17, 2021, the BoS voted to seek closure of RHV prior to 2031. The FAA reminds the County that the FAA generally will not approve sponsor requests to close a federally obligated airport prior to the expiration of its AIP grant unless it can clearly show that the disposal of such property will be a net benefit to civil aviation. The FAA continues to take the position that RHV – a busy general aviation (GA) airport with over 209,000 annual operations – is a net benefit to civil aviation as a reliever for both Mineta San Jose and San Francisco international airports, which is not consistent with efforts to close the airport. As such, the County remains federally obligated until 2031 to keep RHV accessible to aeronautical users and to address all aforementioned compliance concerns. Lastly, we strongly iterate that the County's current compliance disposition is unproductive relative to FAA consideration of the County's future plans regarding RHV. Given these circumstances, we do not anticipate considering a proposal to close RHV prior to 2031 that does not also incorporate timely and substantive airport safety and land use mitigations in the intervening period.

In closing, please provide a response to our office by Oct. 11, 2021 that clearly articulates the County's intent in addressing the concerns expressed in our above referenced letters.

If you have questions regarding this letter, please contact Ms. Laurie J. Suttmeier, Manager, San Francisco Airports District Office at (650) 827-7600.

Sincerely,

Mark A. McClardy
Director, Airports Division
Western Pacific Region

cc:

Laurie J. Suttmeier, Manager, San Francisco Airports District Office
Kevin C. Willis, Director, FAA Office of Airport Compliance and Management Analysis
Mike Wasserman, President, County of Santa Clara, Supervisor, District 1
Cindy Chavez, County of Santa Clara, Supervisor, District 2
Otto Lee, County of Santa Clara, Supervisor, District 3
Susan Ellenberg, County of Santa Clara, Supervisor, District 4
Joe Simitian, County of Santa Clara, Supervisor, District 5

Attachments:

Jan. 14, 2021 letter from Laurie J. Suttmeier to Eric Peterson, Director, County Airports
Feb. 19, 2021 letter from Kevin C. Willis to Mike Wasserman, President, Board of Supervisors



U.S Department of
Transportation

**Federal Aviation
Administration**

Western-Pacific Region
Office of Airports

777 S. Aviation Blvd, Ste 150
El Segundo, CA 90245

1000 Marina Blvd, Ste 220
Brisbane, CA 94005-1835

January 14, 2021

Mr. Eric Peterson
Director, County Airports
Airports Division
2500 Cunningham Avenue
San Jose, California 95148

- Re: (1) County of Santa Clara ("County") Request for Status Update Release for "Tully" Parcel at Reid-Hillview Airport (RHV) for Re-designation for Non-Aeronautical Uses and Long-Term Lease.
- (2) Status Update for County's Request for Re-designation for Non-Aeronautical Uses and Long-Term Lease for Solar Panels at RHV.
- (3) Status Update for County's Request for Re-designation for Non-Aeronautical Uses and Long-Term Lease for Solar Panels at San Martin Airport (E16).
- (4) Status Update Regarding the County's Land Release Request to Support Santa Clara Valley Transportation Authority (VTA) on RHV.

Dear Mr. Peterson,

This letter serves as our Federal Aviation Administration (FAA) reply to your October 9, 2020 letter to Mr. Mark McClardy regarding the status of the County's request with respect to the Tully and Capital Field Parcel. It also serves as FAA's reply to other conversations you have had with our office, both written and verbal, regarding FAA approval for County proposals for land uses at both RHV and E16.

The County has discussed four (4) requests with the FAA that would either release airport land from its federal obligation, or change land uses from aeronautical use to non-aeronautical use. With respect to the County requests that the FAA is considering, we note that in three (3) cases the County is currently allowing inappropriate non-aeronautical uses on parcels that are designated for aeronautical use only.

Parcels where the County is currently allowing inappropriate non-aeronautical uses

1. Tully and Capital Field Parcel – On April 2, 2015, the FAA sent a letter that denied the County’s request to release this aeronautical parcel “for non-aeronautical commercial development.” Our denial was based on our determination that the land is needed to support aeronautical use at RHV.

On Sept. 19, 2019, the County again sent the FAA a letter requesting a re-designation of the Tully and Capital Field Parcel for non-aeronautical uses and for a long-term lease. The County sent a follow up letter to the FAA on Oct. 20, 2020. The FAA is considering the County’s request. However, after a Dec. 4, 2020 site visit to RHV, the FAA noticed that the County is allowing inappropriate non-aeronautical uses on the Tully and Capital Field Parcel. Examples of inappropriate land uses that we witnessed include a baseball field, commercial vendors, and storage of vehicles/trailers. In allowing these inappropriate land uses, it appears the County may have disregarded its federal obligations by allowing non-aeronautical uses on land designated to support RHV’s aeronautical needs at this physically constrained airport.

The following pictures, taken December 4, 2020, depict inappropriate non aeronautical land uses on the Tully and Capital Field Parcel currently allowed by the County. The subject parcel is approved by FAA for aeronautical uses only.

Corner of Tully Road and Capital Expressway.



Driving along Swift Road



Driving along Swift Road



2. Solar Panels at RHV – On Oct. 26, 2015, the County sent a proposal to the FAA that advised of your contract with SunPower to develop solar-power-generating facilities on County-owned property. The County proposed to construct solar panels on federally obligated parcels at RHV (near the Airport Traffic Control Tower). The County's letter requested FAA concurrence to release aeronautical-designated property for non-aeronautical use.

Based on Google Earth imagery, the County constructed the solar panels sometime between April 2017 and August 2017, before the FAA completed its evaluation and made a decision on the County's request to re-designate the subject parcels. In allowing this inappropriate land use, the County appears to be in violation of Federal law that requires a sponsor to adhere to its Airport Layout Plan and obtain appropriate prior approval and environmental review in advance of a change.

3. Solar Panels at E16 – On Oct. 26, 2015, the County sent a proposal to the FAA that advised of your contract with SunPower to develop solar-power-generating facilities on County-owned property. The County proposed to construct solar panels on federally obligated parcels at E16 (in the approach path). The County's letter requested FAA concurrence to release aeronautical designated property for non-aeronautical use.

Based on Google Earth imagery, the County constructed the subject solar panels sometime between November 2016 and September 2017, before the FAA completed its evaluation and made a decision on the County's request to re-designate the subject parcels. In allowing this inappropriate land use, the County appears to be in violation of Federal law that requires a sponsor to adhere to its Airport Layout Plan and obtain appropriate prior approval and environmental review in advance of a change.

Normally such requests are routine. However given the Board of Supervisor's Dec. 4, 2018 decision to no longer accept Airport Improvement Program (AIP) funding at RHV for purposes of closing the airport in 2031, it is not clear why the County is pursuing FAA approval to dispose of, or release from federal obligations, aeronautical land at RHV and at E16. It appears the County is asking the FAA to retroactively approve actions the County took without the required FAA authorization.

The FAA does not plan to follow up on the County's request for the three (3) parcels listed above until the inappropriate land uses are addressed by the County in a satisfactory manner.

Parcel where the FAA requested additional information from the County

4. Santa Clara Valley Transportation Authority (VTA) acquisition of 11,268 square feet of property for the Eastridge to BART Regional Connector Project. The County acquired the property in the 1960's using FAA Grants. On July 22, 2020 the County submitted a request to release a quarter-acre parcel on behalf of a proposal by the VTA.

The proposal appears to be part of the Tully and Capital Field Parcel. On Nov. 3, 2020, our office sent an email to the County requesting additional information on this proposal. On Dec. 8, 2020, our office received a response to our email from the County. FAA is reviewing the County's response. Prior to moving forward on this request, we would like to understand how the County plans to address grant assurance compliance concerns related to the inappropriate land uses currently on the Tully and Capital Field Parcel, which the VTA proposal appears to reside upon.

We look forward to hearing back from you on the concerns we raised in this letter with respect to land uses at RHV and E16. If you have any questions, please feel free to contact me.

Regards,

Laurie J. Suttmeier Digitally signed by Laurie J.
Suttmeier
Date: 2021.01.14 10:29:53 -08'00'

Laurie J. Suttmeier
Manager, FAA San Francisco ADO
Office: (650) 827-7601
Cell: (415) 656-9948

Cc: Mark McClardy, Director, FAA Airports Division, Western Pacific Region, AWP-600
Brian Armstrong, Manager, FAA Airports Division, Western Pacific Region Safety and Standards Branch, AWP-620
Kevin Willis, Director, FAA Office of Compliance and Management Analysis, ACO-1



U.S. Department
of Transportation
**Federal Aviation
Administration**

Office of Airport Compliance and
Management Analysis

800 Independence Ave., SW.
Washington, DC 20591

FEDERAL EXPRESS

February 19, 2021

Mike Wasserman, President
Board of Supervisors
County of Santa Clara
70 West Hedding Street
East Wing, 10th Floor
San Jose, CA 95110

RE: Unsafe Conditions at Reid-Hillview Airport Requiring County Action

Dear Supervisor Wasserman:

It has come to our attention that the County of Santa Clara Board of Supervisors (BOS), sponsor of the Reid-Hillview Airport (RHV), has made decisions and taken actions that undermine the BOS's ability to operate RHV consistent with its federal grant obligations under the Airport Improvement Program (AIP).

Specifically, it is our understanding that on March 10, 2020, the Federal Aviation Administration (FAA) conducted a Local Runway Safety Action Team (LRSAT) meeting at RHV to seek ways to address an uptick in runway incursions at the Airport. During the LRSAT, we understand that the County of Santa Clara Roads and Airports Department (County) declined to commit to providing sufficient resources recommended by aviation experts participating in the LRSAT that were intended to mitigate unsafe airfield conditions. The County's reasoning for not addressing critical safety concerns is the December 4, 2018, decision by the BOS to not accept Airport Improvement Program (AIP) funding for RHV. In addition, we recently learned that the County has engaged in substantial non-aeronautical use of aeronautical property, at both RHV and San Martin Airport (E16), without FAA approval. The BOS's support of the aforementioned actions appears to be connected, in part, to its desire to potentially close RHV in 2031 at the expiration of its existing grant agreements. More recently, on November 17, 2020, the BOS voted 4-1 for the County to proceed with the "Reid Hillview Vision Plan," which on the surface suggests the BOS has made its decision for the future of RHV.

Since 2009, the FAA Western-Pacific Region Airport's Office (FAA-Region) and the BOS have frequently exchanged correspondence about the sponsor's non-compliance with its federal obligations. More recently, on October 18, 2019, and again on Feb. 28, 2020, the FAA-Region sent letters to the BOS in which we explained the importance of RHV to the national airspace system and outlined the FAA's concerns about existing unsafe airfield conditions at RHV that require action by the BOS. Finally, we reminded the BOS of its existing federal obligations, which require you to safely maintain your County-owned airports. Foremost among the discussions is the BOS's continuing obligation under Grant Assurance 19, *Operations and Maintenance*, to operate the Airport in a safe and serviceable condition.

Substantial evidence collected through FAA inspections, California Department of Transportation (CalTrans) site visits, and multiple and ongoing user complaints over the past decade indicate the presence of unsafe conditions at RHV. For example, between October 1, 2018, and February 8, 2021, the FAA documented fourteen (14) Runway Incursions (RI) and six (6) Surface Incidents (SI). The FAA believes the airfield risks associated with these events could be eliminated if the County takes action on the March 10, 2020, LRSAT recommendations. Most recently, in January 2021, an FAA Hotline Complaint was filed against the County for allegedly failing to repair inoperative light posts adjacent to taxiways and hangars whose height and unlighted condition present a safety hazard to aircraft movement areas at RHV. FAA-Region has reminded the BOS on numerous occasions of its obligation to resolve these safety discrepancies, and an FAA investigation into the Hotline Complaint is currently underway.

The County also has allowed multiple non-aeronautical uses of aeronautical property without obtaining required FAA approval. These include the development of airport property for solar panel installation, use of airport property for a baseball field and vehicle/trailer storage, and leasing space to commercial vendors. Such actions violate Grant Assurance 29, *Airport Layout Plan*, and depending on how the revenues were generated and used, could result in a finding of airport revenue diversion in violation of 49 U.S.C. §§ 47107(b) and 47133, and Grant Assurance 25, *Airport Revenues*. After verifying that the County has engaged in substantial non-aeronautical use of aeronautical property at both RHV and E16, the FAA on Jan. 14, 2021 sent a letter to the County asking how it plans to address this matter.

Based on applicable AIP grant agreements, a federally obligated sponsor may not allow an airport to fall into disrepair while considering closure. While the BOS is well within its right to decline further AIP funding, the BOS remains obligated to operate the airport and all facilities necessary to serve the aeronautical users of the airport at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. The FAA Office of Airport Compliance and Management Analysis (ACO) strongly encourages the BOS to make the appropriate improvements to ensure a safe operating environment for RHV aircraft and tenants, including expedient resolution of the outstanding safety and land use compliance violations that the FAA-Region and CalTrans identified.

We also want to remind you that commitments the BOS assumed in its AIP grant agreements are critical in maintaining a high degree of safety and efficiency in RHV design, construction, operation and maintenance, as well as ensuring the public reasonable access to the airport. These commitments do not expire until at least 2031, whether or not the BOS decides to pursue future AIP grant funding for RHV.

Pursuant to 49 U.S.C. § 47122, the FAA has a statutory mandate to ensure that airport owners comply with their federal grant assurances. Under 49 U.S.C. § 47111(f), a federally obligated airport sponsor that fails to take corrective action required by the FAA is subject to judicial enforcement of any grant assurance violation. ACO seeks to avoid such measures and implores the BOS to immediately take the requisite steps to bring RHV into compliance with its federal obligations.

In closing, the FAA will conduct a follow up LRSAT meeting at RHV on March 10, 2021 that will again focus on airfield improvements and/or additional airport planning needed to address ongoing safety concerns. It is our expectation that the BOS will work in good faith to meet its federal grant obligations regardless of its earlier decision to no longer accept AIP funding for RHV. Our office will closely coordinate with FAA-Region on final resolution of the aforementioned concerns, and in the absence of such, will take appropriate steps as necessary.

Sincerely,

**KEVIN
WILLIS**

Digitally signed by
KEVIN WILLIS
Date: 2021.02.19
12:47:21 -05'00'

Kevin C. Willis, Director
FAA Office of Airport Compliance
and Management Analysis

_____ Date

cc: Cindy Chavez, County of Santa Clara, Supervisor, District 2
Otto Lee, County of Santa Clara, Supervisor, District 3
Susan Ellenberg, County of Santa Clara, Supervisor, District 4
Joe Simitian, County of Santa Clara, Supervisor, District 5
Harry Freitas, Director, County of Santa Clara Roads and Airports Department
John Carr, County of Santa Clara, Airports Commission
Amy Choi, Division Chief, Caltrans Division of Aeronautics
Mark McClardy, Director, Airports Division, FAA, Western Pacific Region
Raquel Girvin, FAA Regional Administrator
Joe Santoro, FAA Runway Safety Program Manager
Dave Foyle, FAA, Air Traffic Organization (ATO)
Laurie Suttmeier, Manager, FAA, San Francisco Airports District Office

**OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF SANTA CLARA**

Jeffrey V. Smith
COUNTY EXECUTIVE

County Government Center
70 West Hedding Street
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San Jose, California 95110-1770

(408) 299-5105



**OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA**

James R. Williams
COUNTY COUNSEL

County Government Center
70 West Hedding Street
East Wing, 9th Floor
San Jose, California 95110-1770

(408) 299-5900

September 22, 2021

SENT VIA EMAIL

Hon. Congresswoman Zoe Lofgren
Member of the United States House of Representatives
635 North First Street Suite B
San José, CA 95112

Dear Congresswoman Lofgren:

Thank you for the opportunity to provide you with information regarding the consideration of closure of Reid-Hillview Airport (RHV).

As you are aware, the County of Santa Clara Board of Supervisors unanimously approved direction to staff on August 17, 2021 to close RHV as soon as feasible. This action was based in part on a peer-reviewed scientific study of the negative effect of lead on children in the vicinity of RHV that was commissioned by the County and released in conjunction with the Board's action.

The County has also recently joined in a petition to the EPA to make an endangerment finding with regard to leaded aviation fuel, or leaded "avgas." The FAA should support that finding and promote EPA taking prompt action. But while there are regulatory actions that the FAA can and should support at the national level, there is an immediate and severe public health crisis affecting the low-income communities of color surrounding RHV. The only way to address that local crisis and protect our residents is to close RHV as soon as possible. The County intends to ask the FAA to approve the County's request to release it from its grant obligations and close RHV in order to protect surrounding residents. Your and our local delegation's support in these efforts is greatly appreciated.

The following information is provided in summary format. We are happy to supplement it upon request.

Letter to Hon. Congresswoman Zoe Lofgren
Re: Reid-Hillview Airport
September 22, 2021
Page 2 of 7

I. Aviation at Reid Hillview is causing markedly elevated blood lead levels in children in the surrounding neighborhoods.

The County commissioned leading experts on lead poisoning to study blood lead levels in children living near RHV. Dr. Sammy Zahran, the lead author of the study, is an expert on the economic, health, and social costs of pollution and environmental risks at Colorado State University and the Colorado School of Public Health, and has published over 80 studies on the relationship between various sources of exposure to lead and blood lead levels in children. Further expertise was provided by Dr. Bruce Lanphear, a public health physician and pediatric epidemiologist specializing in environmental exposures including lead at Simon Fraser University and the University of British Columbia.

The study provides a detailed and robust account of the effects of RHV's operations on blood lead levels ("BLLs") in local children. The study examined over 300,000 blood lead test results collected by the California Department of Public Health ("CDPH") over a 10-year period. The extensive data the study analyzed allowed for it to control for variables such as other sources of exposure to lead and demographic factors. Prior to completion, the study was peer reviewed by the CPDH and academics at Stanford University and New York University's Grossman School of Medicine, each of whom confirmed its results.

The study found higher blood lead levels in children living near RHV based on a variety of metrics. Children within 0.5 miles of RHV have BLLs that are about 0.2 µg/dL higher than statistically similar children more distant from RHV.¹ Wind patterns affect where the airborne lead released from piston-engine aircrafts is deposited. Sampled children residing predominately downwind of RHV present with BLLs that are 0.4 µg/dL higher as compared to sampled children residing predominately upwind of Reid-Hillview Airport. Children living downwind of the airport were 200% more likely to have a blood lead level greater than the CDPH's reference value of 4.5 µg/dL. The study further demonstrates that blood lead levels in children near RHV have strong correlations with both piston-engine aircraft traffic and quantity of aviation gas sales.

These disparities are significant. ***In fact, the study found that living downwind of RHV is associated with childhood blood lead level increases comparable to those from the Flint water crisis and that children living within half a mile of the airport during periods of maximum piston-engine aircraft traffic had blood lead level increases nearly twice the amount that occurred during the Flint crisis.*** The study estimates a loss of \$11 to \$25 million in lifetime earnings for the cohort of children age 18 years of age and under residing within 1.5 miles of RHV due to the airport's operation. A full copy of the study is available at

¹ The Environmental Protection Agency (EPA) has determined that "any level of lead in the blood leads to adverse health effects." Lead exposure, even at low levels, is associated with adverse health effects across multiple bodily systems, including harm to the nervous, cardiovascular, immune, and reproductive systems, as well as to the kidneys. Lead exposure can also cause anemia, increased blood pressure, and an increased risk of cancer; at high levels, exposure can lead to death. Children are particularly susceptible to harm from lead poisoning. Children's bodies absorb lead much more easily than adults do. Additionally, age-appropriate behaviors and activities, such as crawling and increased hand-to-mouth contact, increase their exposures to lead that has been deposited on the ground from air emissions.

Letter to Hon. Congresswoman Zoe Lofgren
Re: Reid-Hillview Airport
September 22, 2021
Page 3 of 7

<https://news.sccgov.org/sites/g/files/exjcpb956/files/documents/RHV-Airborne-Lead-Study-Report.pdf>.

II. The FAA must take immediate action to end lead poisoning from avgas at RHV.

Immediate action by the FAA is necessary to mitigate the severe impact from childhood lead poisoning in the densely populated neighborhoods surrounding RHV and other airports where leaded fuel is used.

A. Piston engine aircraft are the largest source of air emissions of lead in the nation.

While lead has been banned from most types of vehicle fuels for over twenty years, lead remains an essential component of the avgas used for piston engine aircraft. The most commonly used type of avgas, 100 Octane Low Lead (100 LL), can contain up to 2.12 grams of lead per gallon. Combustion of leaded avgas results in aerial emission of lead. Emissions from piston engine aircraft collectively account for about 70% of lead released domestically into the atmosphere.

B. Lead emissions from aircraft poisons neighboring communities.

The lead emitted by piston engine aircraft results in elevated blood lead levels in individuals living or working in nearby communities. Multiple studies have demonstrated that children living in close proximity to airports where leaded avgas is used have higher blood lead levels than children who do not, even after accounting for other sources of lead exposure, indicating that the use of leaded avgas causes elevated blood lead levels in children. The threat of lead poisoning from avgas is widespread as there are over 5 million people—including more than 360,000 children aged 5 or younger—living in very close proximity to at least one of the airports where piston-engine aircraft operate across the United States. There are an estimated 12,805 children living within 1.5 miles of RHV.

C. Immediate action is necessary to prevent further lead poisoning from avgas.

While we recognize that transitioning away from avgas is a multifaceted process, the County believes the FAA must treat this issue as an immediate priority. On a national level, the FAA should support ongoing EPA efforts to promptly regulate leaded avgas, and ongoing industry efforts to develop unleaded alternatives.

Regulation of avgas is crucial to expediently phasing out its use. On August 24, 2021, the County, together with a nationwide coalition of community groups represented by Earthjustice, filed a petition under Section 231(a) of the Clean Air Act calling on the EPA to propose standards governing lead emissions from avgas. This petition is currently still under consideration. The County requests that the FAA support this petition and work quickly with the EPA to adopt regulations that will protect communities living and working near airports.

Letter to Hon. Congresswoman Zoe Lofgren
Re: Reid-Hillview Airport
September 22, 2021
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III. Closure of Reid-Hillview is necessary to protect nearby residents.

While national efforts to end the harms caused by avgas lead poisoning are instrumental to protecting vulnerable communities living near general aviation airports, local action is necessary to address the uniquely severe threat posed by operations at RHV. RHV's location in San José, as well as the nature and volume of operations, make it one of the most severely impacted airports in the country for avgas lead poisoning. Immediate closure of RHV is the only responsible option for protecting the surrounding community.

A. Reid-Hillview Airport poses one of the highest lead exposure risks in the country.

i. Reid-Hillview is one of the highest lead emitting airports in the country.

RHV is one of the busiest general aviation airports in the country. In 2017, it ranked 24th nationally in general aviation operations. As RHV's runways can only accommodate smaller aircraft, most of these operations were lead emitting piston engine aircraft. Consequently, the EPA found that *RHV emitted 745 pounds of lead in 2017, placing it in the highest 1.5% of general aviation airports nationally in annual lead emissions.* These emission levels make RHV one of the most significant sources of airport-based lead emissions in the United States.

ii. Operations at Reid-Hillview Airport deposit higher than normal levels of lead in the surrounding communities.

The lead that RHV emits is more likely to be deposited in the neighborhoods immediately surrounding the airport. One of the largest uses at RHV is flight training, with several flight training programs operating directly out of the airport. Flight training is particularly dangerous to surrounding communities because training pilots often make low passes at the airport and operate closer to the airport. The lead and other pollutants from such operations are more likely to be deposited in the airport's vicinity. These types of operations accounted for approximately 55% of operations at RHV in 2017.

iii. Lead emissions from Reid-Hillview Airport poison thousands of nearby residents.

Lead deposited near RHV is more likely to poison people than lead emitted at most other airports due to RHV's location in a densely populated urban area. Most busy airports are located far from population centers. Lead deposited in sparsely populated areas has a relatively low likelihood of being absorbed by people in neighboring communities. In contrast, RHV is only four miles from downtown San José, the 10th largest city in the country, and is surrounded by built-out residential neighborhoods where the population density is almost five times higher than the rest of Santa Clara County. An estimated 52,450 people live within a 1.5-mile radius of the airport, including about 12,805 children; and an estimated 31,982 people live within one mile of the airport, setting it apart from the vast majority of other airports in the nation. *Among the 150*

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highest lead-emitting airports, RHV's ratio of lead emissions per person living within a one-mile radius is the third-highest ratio in the nation, and is over ten times the median (see fig. 2).

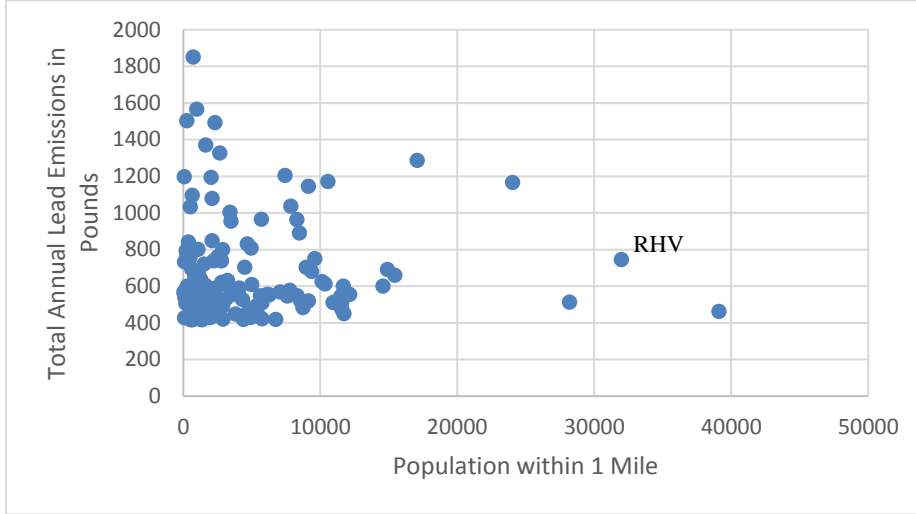


Figure 1 Annual lead emission and population for top 150 airports by lead emissions

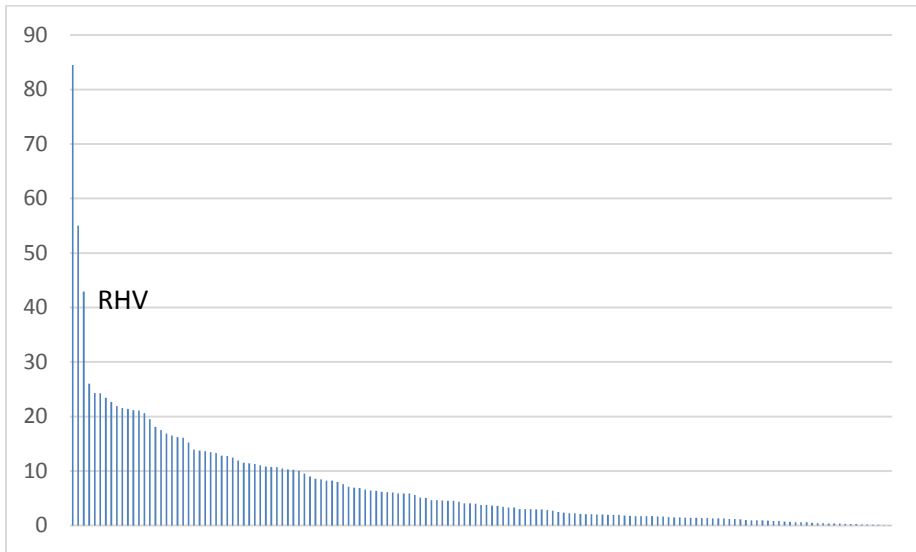


Figure 2 Pounds of lead emissions per person residing within 1 mile for 150 highest lead emitting airports

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These estimates do not account for persons who live more than 1.5 miles from the airport but spend time near the airport for work, school, or other reasons. For example, ***there are 21 schools and childcare centers located within 1.5-miles of the airport.*** Children who live more than 1.5 miles away but attend schools close to RHV would also be exposed to lead from the airport.

iv. The communities surrounding Reid-Hillview Airport are more vulnerable to the effects of lead poisoning.

A number of factors make the communities near RHV more vulnerable to lead poisoning, and underline why this is one of the most urgent environmental justice crises in our region. ***More than 99% of the population living within 1.5 miles of RHV identifies as nonwhite, and 79% speak a primary language other than English at home.*** More than one in four (27%) people in the four zip codes near and around RHV live below 200% of the Federal Poverty line. Each of these factors are barriers to accessing proper information, care, and treatment for lead poisoning. Residents of East San José also have higher rates of mortality related to cancer, Alzheimer's disease, strokes, diabetes, and hypertension when compared to areas of San José and Santa Clara County, and lower rates of health insurance. These health conditions can complicate the effects of lead poisoning.

B. Transitioning to unleaded fuel is insufficient to abate the lead poisoning risk at Reid-Hillview Airport

While the FAA has taken initial steps to bring unleaded avgas to the market and transition piston engine aircraft away from leaded fuel, achieving widespread adoption of unleaded avgas will not occur quickly. For reference, phasing out leaded gasoline for cars took 25 years.

There are many regulatory, economic, and technical barriers to widespread adoption of unleaded avgas. Not all existing aircraft will be able to use the unleaded avgas currently available in the marketplace. UL94 is estimated to be usable by only 43% of the general aviation fleet. Additionally, the required FAA approvals to allow existing aircraft to use new fuels – which must occur on a model-by-model basis for the hundreds of models of aircraft in the country's general aviation fleet – could take an extensive period of time. Developing the capacity to manufacture and deliver a reliable supply of a new unleaded avgas (a 100-octane product, G100UL) in volume to the nation's airports will likely take years, especially in light of the current constraints on the global supply chain. Even if available, adoption by pilots may also be a slow process, especially without regulatory requirements. The manufacturer's engineers estimate that G100UL will cost approximately \$0.60-0.85 more than currently used 100LL fuel, further disincentivizing adoption.

IV. Conclusion

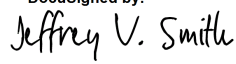
The situation at RHV is a major environmental justice crisis that requires immediate action. While there are regulatory steps that the FAA can and should support at the national

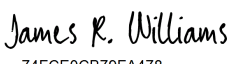
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level, these are not sufficient to address the immediate and severe public health threat at RHV.
Only closure will protect our residents.

Please feel free to contact us if you would like to discuss this matter further.

Sincerely yours,

DocuSigned by:

21E905DBD1084D7...
Jeffrey V. Smith
County Executive

DocuSigned by:

74FCE0CB79FA478...
James R. Williams
County Counsel

c: County of Santa Clara Board of Supervisors

County of Santa Clara
Roads and Airports Department



101 Skyport Drive
San Jose, California 95110-1302
1-408-573-2400

October 1, 2021

SENT VIA EMAIL

Mark A. McClardy
Director, Airports Division
Western Pacific Region
Federal Aviation Administration
777 S. Aviation Boulevard
Suite 150
El Segundo, CA 92045

Dear Mr. McClardy:

Thank you for your letter of September 14, 2021. Although your letter references Federal Aviation Administration (FAA) letters to the County dated January 14, 2021 and February 19, 2021, the issues raised in this correspondence have been the subject of ongoing discussion between the FAA and the County for the past several years. For example, on November 8, 2019, the County provided a comprehensive response to you regarding many of the purported safety concerns that the FAA continues to raise. A copy of the November 8, 2019 letter to you is attached to this letter for your reference. This letter will update our previous correspondence on the various issues raised in your September 14, 2021 and related correspondence.

Board of Supervisors Actions on August 17, 2021

Your September 14, 2021 letter states; “In addition, we understand that on August 17, 2021, the BOS voted to seek closure prior to 2031.” While early closure is one option the Board directed administration to explore, it took far broader action to understand and mitigate the extent of the childhood lead poisoning crisis caused by leaded avgas in the communities surrounding the airport. On August 17, 2021, the Board’s main actions are summarized as follows.¹

- First, the Board accepted a peer-reviewed airborne lead study by leading experts that concluded that lead emissions from operations at Reid-Hillview Airport (“RHV”) have resulted in a statistically significant increase in blood-lead levels in children living near RHV. The study examined over 300,000 blood lead test results collected by the California Department of Public Health (“CDPH”) over a 10-year period. The extensive data the study analyzed allowed for it to control for variables such as other sources of

¹ The Summary of Proceedings of the relevant Board actions on August 17, 2021 is attached for reference.



exposure to lead and demographic factors. The study found higher blood lead levels in children living near RHV based on a variety of metrics.²

- Second, based upon the significant and acute public health concerns raised by the results of the Reid-Hillview Airborne Lead Study, the Board directed:

Administration and County Counsel to take such actions as may be necessary to expeditiously eliminate lead exposure from operations at Reid-Hillview Airport, consistent with all established federal, state, and local laws and all court orders. Such actions may include, but are not limited to, both prohibiting the sale or use of leaded fuel, and pursuing any and all available paths to early closure prior to 2031.

- Third, the Board received a report regarding the development of a community participation framework for stakeholder engagement regarding potential land use changes at RHV.

Your reference to the Board's action on August 17, 2021 does not mention the results of the lead study and the significant public health concerns caused by airborne lead by general aviation airports. For decades, it has been widely known that airborne lead from aviation gas represents the largest source of airborne lead remaining in the United States after the phase out of leaded automobile fuel. The Board's actions on August 17, 2021 were intended to protect Santa Clara County residents from a significant public health and safety threat. The Board authorized all lawful means to mitigate that threat. This includes consideration of all options, including eliminating leaded fuel at the airport and possible closure, subject to applicable legal requirements. County staff intends to evaluate and implement the direction provided by the Board.

RHV Safety Issues

Your letter references a February 19, 2021 letter from Kevin C. Willis, Director, FAA Office of Airport Compliance, regarding safety conditions at RHV. Mr. Willis' letter raises numerous issues not related to airport operations and related safety and compliance concerns and contains many unsupported assertions. As stated above, many of the issues raised were responded to in the County's November 8, 2019 letter to you.

With respect to your letter's discussion of the Runway Safety Action Team meeting of March 10, 2020, the County respectfully disagrees with your letter's conclusions. Contrary to the assertions in your letter, the County **did not** refuse to enact procedures at the airport. The RSAT did not positively identify a correlation between runway incursions at RHV and airfield condition. Instead, the RSAT team **speculated** about various theories that could explain incursion patterns. There was a discussion of the various theories provided by individual

² A full copy of the study is available at <https://news.sccgov.org/sites/g/files/exjcpb956/files/documents/RHV-Airborne-Lead-Study-Report.pdf>

members of the team, followed by corresponding discussion on mitigation measures for the theories. However, given the lack of consensus that the cause of the incursions could be corrected by physical changes to the airfield, **the RSAT team and the County did not propose changing the physical conditions at RHV because there was no consensus and thus no clear mandate that the County take action.**

As we have stated previously, the issues repeatedly identified in the FAA letter of February 19, 2021 as “safety” concerns are, in fact, compliance issues arising from changes in advisory documents related to lighting and signage at airports. It is well understood that the FAA frequently updates guiding documentation, such as Advisory Circular 150/5340-30 with the expectation that affected airports will update their lighting and signage as part of a workplan when funding becomes available. Consistent with this approach, the County has allocated funding for a project to update the signage at Reid-Hillview to ensure it meets current FAA guidelines. The County has authorized final design be completed by Kimley-Horn, our engineering consultant, and the Board of Supervisors has allocated funding for construction. The project could be completed as soon as summer of 2022.

Property Release Requests

Your letter references a letter from Laurie J. Suttmeier dated January 14, 2021 relating to pending property release requests at RHV. Again, as acknowledged by Ms. Suttmeier, these requests have been the subject of significant correspondence and discussions between the County and the FAA over the past few years. The currently pending property release applications include the following:

1. Property release request on behalf of the Santa Clara Valley Transportation Authority (VTA) at the northwest corner of Capitol Expressway and Tully Road. This property is requested for release to the VTA to provide right-of-way for a new aerial light rail project under development. The alignment of the track structure requires a sliver taken at the subject location.
2. Property release request for the northwest corner of Capitol Expressway and Tully Road to be used by the County for non-aeronautical uses as designated on the FAA approved Airport Layout Plan for Reid-Hillview Airport dated September 11, 2008.
3. Property release requests for the Solar Arrays at RHV and San Martin Airport.

With respect to the Capitol Expressway/Tully Road application, Ms. Suttmeier notes that the FAA is considering the County’s request that dates from 2015. The County notes that FAA has an obligation to process the County’s requests in a reasonable timeframe. In carefully evaluating your letter, the County concludes that there may be confusion regarding the location of the properties in question. None of the land uses discussed in your letter are located on the Capitol Expressway /Tully Parcel. We have attached two exhibits to clarify the locations and boundaries of the properties in question.

The FAA’s letters appear to take the position that compliance issues involving unrelated County property authorizes the FAA to withhold indefinitely any action regarding the County’s

requests for the property releases. There is no legitimate justification for that position. In any event, the County provides the following updates regarding the land uses mentioned in Ms. Suttmeier's letter.

With respect to the **little league fields**, the County can document that the baseball fields have been on-site for over 50 years. In light of the results of the RHV Airborne Lead Study, the County has started the process to relocate the little league fields to a safer location to protect youth participants from lead-related exposure, and the little league is aware of this intended action.

With respect to **seasonal sales**, all temporary seasonal and holiday sales on the parcel at the south-east corner of the airport adjacent to the intersection of Tully Road and Capitol Expressway have been permanently halted to avoid lead-related exposure. With respect to the **solar arrays**, the County respectfully requests actions on its pending Property Release requests.

Thank you for the opportunity to respond to your letter. As always, we would be happy to meet with you and your staff and provide any additional information that you may require.

Best Wishes,

DocuSigned by:



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Harry Freitas

Director, Roads and Airports Department

Attachment: November 8, 2019 Letter from H. Freitas to M. McClardy
Excerpt of Summary of Proceedings of Board of Supervisors for August 17, 2021
Map Showing Location of Parcels Seeking Property Releases

c: County of Santa Clara Board of Supervisors
Jeffrey V. Smith, MD, JD County Executive
James R. Williams, County Counsel
Sylvia Gallegos, Deputy County Executive
Eric Peterson, Airports Manager
Laurie Suttmeier, Manager, San Francisco Airports District Office (Sent via Email)
Kevin C. Willis, Director, FAA Office of Airport Compliance and Management Analysis

County of Santa Clara
Roads and Airports Department



101 Skyport Drive
San Jose, California 95110-1302
1-408-573-2400

November 8, 2019

Mark A. McClardy
Federal Aviation Administration
777 S. Aviation Blvd. Suite 150
El Segundo, CA 90245

Dear Mr. McClardy:

Thank you for your letter of October 18, 2019 to County of Santa Clara Board of Supervisors President Simitian regarding Reid-Hillview Airport (RHV) and related issues. This letter provides the County's initial response to the issues raised in your correspondence.

In order to ensure that the FAA has a clear understanding of the County's recent actions regarding Reid-Hillview Airport, the County believes it is important to understand what the Board of Supervisors did and did *not* decide last December. On December 4, 2018 the Board of Supervisors considered recommendations from the administration regarding an update to the Business Plans for the County Airports which include RHV and San Martin airports. The manager and assistant manager of the FAA's San Francisco Airport District Office were in attendance and provided testimony during the public comment portion of the hearing. At the conclusion of the hearing the Board of Supervisors approved a motion to direct the administration to perform eleven distinct items of work. Attached are official minutes from the meeting as well as a summary of the eleven items in the motion.

As indicated, the motion did not contain any direction to close RHV and replace it with affordable housing. Instead the Board directed the administration to evaluate key issues to better inform the Board and the community about the impact of the existing airport on its neighbors, the possible uses of the land if the airport were to close, implications for San Martin Airport, and direction to pursue property releases for airport parcels not needed for aviation purposes. The Board specifically adopted a policy statement that the County would not apply for Airport Improvement Program (AIP) grants for RHV and directed the administration to apply for AIP grants at San Martin. As you can see, there is a great deal of study and public discourse that will have to occur before any decision is made regarding the future of RHV.

Your letter also references improvements that the FAA believes would be necessary at San Martin Airport should RHV close. The County is aware of the capacity and constraints at San

Martin and believes that a discussion on the impacts to San Martin should RHV close are premature at this time. Significant study of the surrounding airports' aviation capacity would be necessary for the BOS to consider alternative uses at RHV.

Your letter goes on to describes the airfield conditions at RHV and asserts some perceived discrepancies with FAA and Caltrans standards. At the outset, the FAA should be aware that the County is cognizant of the signage issues identified in your letter. It is important to understand, however that when RHV was constructed, the design standards were considerably different than they are today. As a result, at RHV, the distances between runways and taxiways and the size of the Runway Safety Area (RSA) do not meet current FAA standards and are unlikely to change. This results in many challenges when attempting to apply current signage standards to a non-standard airport. Older airports often do not meet current design standards in a number of respects and yet are considered safe.

Further, the County does not agree with the FAA's characterization of the RHV runway condition as poor. In fact the County has invested significant capital in the airfield surfaces recently though a repaving and marking project that was completed in early 2019. The citation of runway incursion increases in your letter does not indicate a correlation to signage and marking issues raised in your letter. The County would welcome an open exchange of information so that we can better understand your concerns.

As detailed below, the County has acted over the years to address signage issues to assure that pilots can navigate across the airfield considering the limitations imposed by the physical layout and geometry of the airfield and the actual sightlines pilots experience.

Most of the signage at RHV was previously approved by the FAA and included in federally funded Airport Capital Improvement Program (ACIP) grants.

The County is very mindful of the desire of the FAA to standardize the pilot's experience at airports nationwide and believes that is a worthwhile endeavor, however given the multitude of different airport sizes and configurations across the country a one size fits all approach is not feasible. With that said, the County will continue to work on these concerns as resources allow.

With those general comments, below are responses to the specific signage issues raised in your letter.

Comments from FAA site visit of August 16, 2019

1. *Non-standard exit signs at the southeast end of Runway 13L-31R* - These signs were installed as part of an FAA approved Airport Capital Improvement Program (ACIP) 3-06-0225-10 and partially paid for and approved by the FAA. At the time of installation, the sign was approved by the FAA.
2. *Taxiway Z directional signage* – The geometry of Taxiway Z is such that it is not possible to install upright signs in their “standard” location and have them visible to pilots that have just exited the runway. As part of the paving project completed in

2018 surface painted signage was added to the airport and the upright signs were removed.

3. *Holding positioning signs for Runway 13L on Taxiway E* - There is a holding position sign installed on the right side of the taxiway. This sign location was approved by the FAA and included in ACIP 3-06-0225-10. At that time an evaluation was made based on the current configuration of the airport and it was determined that placing the sign in the “standard” (pilots side) location would move the sign so far left of the taxiway centerline that its placement would cause potential runway incursions. New markings of the boundary of the runup area were installed in 2018.
4. *Runway 31-13 destination sign on the right side of Taxiway D* – The sign placement was included in ACIP 3-06-0225-10, which was approved and funded by the FAA. The RSAT team suggested removing the sign. Airport administration did not agree with that suggestion because there was no data to suggest that the sign was a contributing factor to any V/PD or PD.
5. *Taxilane G & F signage located just west of Taxiway Z* - The sign placement was included in ACIP 3-06-0225-10, which was approved and funded by the FAA. Those are the only situational signs for Taxilane F and G and removal of the signs may confuse pilots and lead to potential V/PD. At this time there is no plan to remove these signs. The additional sign referenced in this item was a Taxiway Z sign that was removed as part of the 2018 paving project (item 2 above).

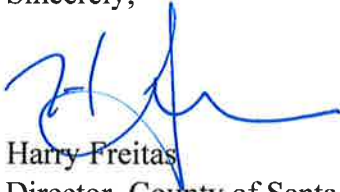
Comments from the Caltrans compliance inspection of March 21, 2019

1. *Helicopter pads* - These pads are on County property leased to a private entity and were installed and marked by the leaseholder. Airport administration has reviewed the findings of the inspection with the leaseholder who has since remarked the helicopter pads.
2. *Runway Safety Area for 31R and 31L* - The FAA approved Airport Layout Plan for RHV shows a shift of the runways to the north to accommodate the newly mandated RSA area. This project will be implemented by the County when funds become available.
3. *Abandoned Visual Approach Slope Indicator* - That abandoned equipment belongs to the FAA and was recently replaced with Precision Approach Path Indicators. A request has been placed with the FAA to have the equipment removed. Your assistance encouraging the FAA to remove your abandoned equipment would be greatly appreciated.
4. *Segmented circle issue* - The existing configuration of the segmented circle was approved by the FAA and installed as part of ACIP 3-06-0225-08. This is a new finding by the inspector and may be addressed when the County completes a lighting and signage project.

We appreciate the opportunity to continue to work with the FAA on issues regarding the County's airports. Should you have any questions, please call me at 408-573-2438.

We appreciate the opportunity to continue to work with the FAA on issues regarding the County's airports. Should you have any questions, please call me at 408-573-2438.

Sincerely,



Harry Freitas

Director, County of Santa Clara Roads & Airports Department

Enclosures:

1. Meeting Minutes;
2. Summary of Actions at December 2018 BOS Meeting

Cc: Supervisor Mike Wasserman, District 1, County of Santa Clara
Supervisor Cindy Chavez, District 2, County of Santa Clara
Supervisor Dave Cortese, District 3, County of Santa Clara
Supervisor Susan Ellenberg, District 4, County of Santa Clara
Supervisor S. Joseph Simitian, District 5, County of Santa Clara
John Carr, Airports Commission, County of Santa Clara
John Aitken, Director, Norman Y. Mineta San Jose International Airport
Raquel Girvin, FAA Regional Administrator
Tony DiBernardo, FAA Air Traffic Organization (ATO)
Joe Santoro, Runway Safety Program Manager, FAA Air Traffic Organization (ATO)
Laurie Suttmeier, Manager, San Francisco ADO, FAA Office of Airports
Amy Choi, Division Chief, Caltrans Division of Aeronautics

17 RESULT: APPROVED [UNANIMOUS]
MOVER: Cindy Chavez, Vice President
SECONDER: Dave Cortese, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

18. Held from November 20, 2018 (Item No. 23): Consider recommendations relating to bids for Capital Project 263-CP19003 "Relocate 2nd Floor Dental Suite at Main Jail North." (Facilities and Fleet Department) (ID# 93983)

Possible action:

- a. Award contract to Agbayani Construction Corporation in the amount of \$709,000 with a construction time of 160 working days.
- b. Approve encumbrance of additional \$100,000 as Supplemental Work Allowance for a total encumbered amount of \$809,000.
- c. Authorize County Executive, or designee, to issue Change Orders, as necessary, against the allowance for Supplemental Work and to approve modifications to the construction time consistent with Public Contract Code Section 20142.
- d. Ratify Addendum to Bid Documents Nos. 1 through 3 which modified or clarified the Bid Documents in response to contractor questions.

Added to the Consent Calendar at the request of Supervisor Wasserman.

18 RESULT: APPROVED [UNANIMOUS]
MOVER: Cindy Chavez, Vice President
SECONDER: Dave Cortese, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

Time Certain - Airports Business Plan - To Be Heard No Earlier Than 1:00 p.m.

19. Under advisement from the December 12, 2017 Board meeting (Item No.21): Receive report from the Roads and Airports Department relating to the Airports Business Plan Update. (ID# 93897)

Taken out of order after Item No. 22.

Seventy-two individuals addressed the Board.

On motion of Vice President Chavez, seconded by Supervisor Cortese, the Board approved a policy statement that the County will not apply for Airport Improvement Program grants for Reid-Hillview Airport and will make General Fund-funded improvements necessary to safely operate Reid-Hillview; and, directed Administration or its designee to accept \$1 million in Federal Aviation Administration (FAA) entitlement funding related to the airfield repaving project at the San Martin Airport to help pay down the outstanding General Fund loan, to apply for property releases at Reid-Hillview Airport from the FAA consistent with the Business Plan Update, to invite

the City of San Jose to engage in a joint planning process within the next two years relating to use of the Reid-Hillview and Eastridge areas, including possible alternative uses after 2031, to develop a plan, including a transparent community engagement process that includes, but is not limited to, engaging the City of San Jose, to consolidate the County's aviation uses at San Martin Airport based on the Housing, Land Use, Environment, and Transportation Committee's Option 3 identified in staff's presentation, to develop a plan to implement improvements necessary to ensure adequate traffic flow and safety on East San Martin Avenue, Highway 101, and adjacent roadways, to establish a Capital Plan to implement improvements at the San Martin Airport, including both General Fund-funded and FAA-funded improvements, to report to the Board with a recommended plan to analyze and address any concerns regarding airborne lead and associated concerns, to engage San Jose State University relating to negotiations for possible accommodation at the San Martin Airport, to engage Office of Emergency Services partners relating to consideration of capacity for emergency and disaster response should a change of use occur at Reid-Hillview Airport, and to engage the aviation community in determining the feasibility of allowing only non-lead aviation fuel at the Reid-Hillview and San Martin Airports.

19 RESULT: APPROVED AS AMENDED [3 TO 2]

MOVER: Cindy Chavez, Vice President

SECONDER: Dave Cortese, Supervisor

AYES: Chavez, Cortese, Yeager

NAYS: Wasserman, Simitian

Board Referrals

20. Approve referral to Santa Clara County Fire District and Administration to report to the Board of Supervisors no later than February 2019 relating to preparedness planning and County Fire needs given the ever-increasing threats of large-scale fire incidents in the County and throughout California. (Chavez) (ID# 94470)

Taken out of order after Item No. 9.

Approved as amended to direct Administration and the Administration of the Santa Clara County Central Fire Protection District to report to the Board in March or April 2019, at the request of Tony Bowden, Chief, Santa Clara County Fire Department, to ensure sufficient time to coordinate with the South Santa Clara County Fire District and California Department of Forestry and Fire Protection.

At the request of Supervisor Wasserman, the Board further directed Administration to involve the Roads and Airports Department in the assessment of resources.

20 RESULT: APPROVED AS AMENDED [UNANIMOUS]

MOVER: Cindy Chavez, Vice President

SECONDER: Ken Yeager, Supervisor

AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

SCC Airports Business Plan Referral

At the request of Vice President Chavez, the Board approved:

1. A policy statement that the County will not apply for Airport Improvement Program grants for Reid-Hillview Airport and will make General Fund-funded improvements necessary to safely operate Reid-Hillview,
2. Directed Administration or its designee to accept \$1 million in Federal Aviation Administration (FAA) entitlement funding related to the airfield repaving project at the San Martin Airport to help pay down the outstanding General Fund loan
3. To apply for property releases at Reid-Hillview Airport from the FAA consistent with the Business Plan Update
4. To invite the City of San Jose to engage in a joint planning process within the next two years relating to use of the Reid-Hillview and Eastridge areas, including possible alternative uses after 2031
5. To develop a plan, including a transparent community engagement process that includes, but is not limit to, engaging the City of San Jose, to consolidate the County's aviation uses at San Martin Airport based on the Housing, Land Use, Environment, and Transportation Committee's Option 3 identified in staff's presentation
6. To develop a plan to implement improvements necessary to ensure adequate traffic flow and safety on East San Martin Avenue, Highway 101, and adjacent roadways
7. To establish a Capital Plan to implement improvements at the San Martin Airport, including both General Fund-funded and FAA-funded improvements
8. To report to the Board with a recommended plan to analyze and address any concerns regarding airborne lead and associated concerns

9. To engage San Jose State University relating to negotiations for possible accommodation at the San Martin Airport
10. To engage Office of Emergency Services partners relating to consideration of capacity for emergency and disaster response should a change of use occur at Reid-Hillview Airport
11. And to engage the aviation community in determining the feasibility of allowing only non-lead aviation fuel at the Reid-Hillview and San Martin Airports.

Time Certain - To Be Heard No Earlier Than 6:00 p.m.**36. Under advisement from December 4, 2018 (Item No. 19), November 17, 2020 (Item Nos. 12-15), and April 20, 2021 (Item No. 9): Consider recommendations relating to an Airborne Lead Study of Reid-Hillview Airport. (ID# 103282)**

Possible action:

- a. Receive report from the Office of the County Executive relating to the Leaded Aviation Gasoline Exposure Risk at Reid-Hillview Airport in Santa Clara County, California Study.
- b. Approve funding in the amount of \$90,000 for publication of the Study in a peer-reviewed scientific journal.
- c. Direct County Counsel to submit or join a Petition for Rulemaking to the U.S. Environmental Protection Agency under the authority granted by the Administrative Procedure Act, 5 U.S.C. section 553 to make a finding that lead emissions from general aviation aircraft endanger public health and welfare and issue proposed emission standards for lead from general aviation aircraft under Section 231(a)(2)(A) of the Clean Air Act.
- d. Direct Administration to continue working on securing unleaded aviation gasoline for the County Airports System.
- e. Direct Administration to discuss with California Department of Public Health (CDPH) and Mountain Data Group their interest in and the feasibility of undertaking a broader study of airborne lead emissions at general aviation airports with jurisdictions expressing a desire to participate in a study.

President Wasserman reconvened the meeting at 6:02 p.m. with all members present.

Considered concurrently with Item Nos. 37, 38, and 126.

Two hundred nine individuals addressed the Board.

At the request of Supervisor Chavez, the Board directed Administration to offer technical assistance and expertise to other local jurisdictions considering a similar airborne lead emission study.

At the request of Supervisor Chavez, the Board directed Administration to prepare and implement a robust culturally and linguistically appropriate community education and awareness campaign to educate parents, families, schools, and all sensitive receptors relating to health risks, available medical services, and next steps given the results of the airborne lead study.

At the request of Supervisor Chavez, the Board directed Administration to amend and update all of the County Health Assessments to include the epidemiology of the airborne lead study.

At the request of Supervisor Chavez, the Board directed Administration to recommend actions around anti-displacement policies, public safety and disaster response, and community recreation, including Eastridge Little League baseball, throughout the Reid-Hillview Vision Plan process.

At the request of Supervisors Chavez and Simitian, the Board directed Administration to continue the already approved engagement process with the San Martin community and communities surrounding Moffett Field, Mineta San Jose International, and Palo Alto airports communities.

At the request of Supervisor Chavez, the Board directed Administration to begin testing the lead levels of children incarcerated in juvenile hall.

At the request of Supervisor Ellenberg, the Board directed Administration to report to the Board on date uncertain relating to child lead screening and prevention activities in the County, including any current or potential funding sources available for community remediation efforts.

At the request of Supervisor Lee, the Board directed Administration to report to the Board on date uncertain with a displacement plan for those impacted by the closure of Reid-Hillview Airport, including a comprehensive study relating to minimizing the impact on San Martin Airport and the surrounding area.

The Board received the report from the Office of the County Executive relating to the Leaded Aviation Gasoline Exposure Risk at Reid-Hillview Airport in Santa Clara County, California Study.

The Board approved funding in the amount of \$90,000 for publication of the Study in a peer-reviewed scientific journal.

The Board directed County Counsel to submit or join a Petition for Rulemaking to the United States Environmental Protection Agency under the authority granted by the Administrative Procedure Act, 5 U.S.C. Section 553, to make a finding that lead emissions from general aviation aircraft endanger public health and welfare and issue proposed emission standards for lead from general aviation aircraft under Section 231(a)(2)(A) of the Clean Air Act.

The Board directed Administration to continue working on securing unleaded aviation gasoline for the County Airports System; and, at the request of President Wasserman, the Board further directed Administration and County Counsel to collaborate with the private sector and Reid-Hillview Airport Fixed Base Operators responsible for the recent delivery of lead free gas to Reid-Hillview Airport, and take all actions necessary to transition to carrying only lead free gas at both County airports as soon as possible with the understanding that the sales of leaded gas will not be permitted at either County airport after December 31, 2021 except for emergency operations.

The Board directed Administration to discuss with CDPH and Mountain Data Group their interest in and the feasibility of undertaking a broader study of airborne lead emissions at general aviation airports with jurisdictions expressing a desire to participate in a study.

A verbatim transcript of Item Nos. 36, 37, 38 and 126 is attached to these minutes as Appendix A, and is hereby incorporated into the minutes.

36 RESULT: APPROVED AS AMENDED [UNANIMOUS]

MOVER: Cindy Chavez, Supervisor

SECONDER: Susan Ellenberg, Vice President

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

37. Direct Administration and County Counsel to take all necessary actions, including closure, to immediately prevent lead contamination from operations at Reid-Hillview Airport. (ID# 107018)

Considered concurrently with Item Nos. 36, 38, and 126.

Approved as amended to direct Administration and County Counsel to take such actions as may be necessary to expeditiously eliminate lead exposure from operations at Reid-Hillview Airport, consistent with all established federal, state, and local laws and all court orders. Such actions may include, but are not limited to, both prohibiting the sale or use of leaded fuel, and pursuing any and all available paths to early closure prior to 2031.

37 RESULT: APPROVED AS AMENDED [UNANIMOUS]

MOVER: Cindy Chavez, Supervisor

SECONDER: Susan Ellenberg, Vice President

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

38. Under advisement from November 17, 2020 (Item No. 12): Receive report from the Facilities and Fleet Department and the Roads and Airports Department relating to the development of a community participation framework for collaborative and transparent stakeholder engagement regarding potential land use changes at the Reid-Hillview Airport site. (ID# 104882)

Considered concurrently with Item Nos. 36, 37 and 126.

38 RESULT: RECEIVED [UNANIMOUS]

MOVER: Cindy Chavez, Supervisor

SECONDER: Susan Ellenberg, Vice President

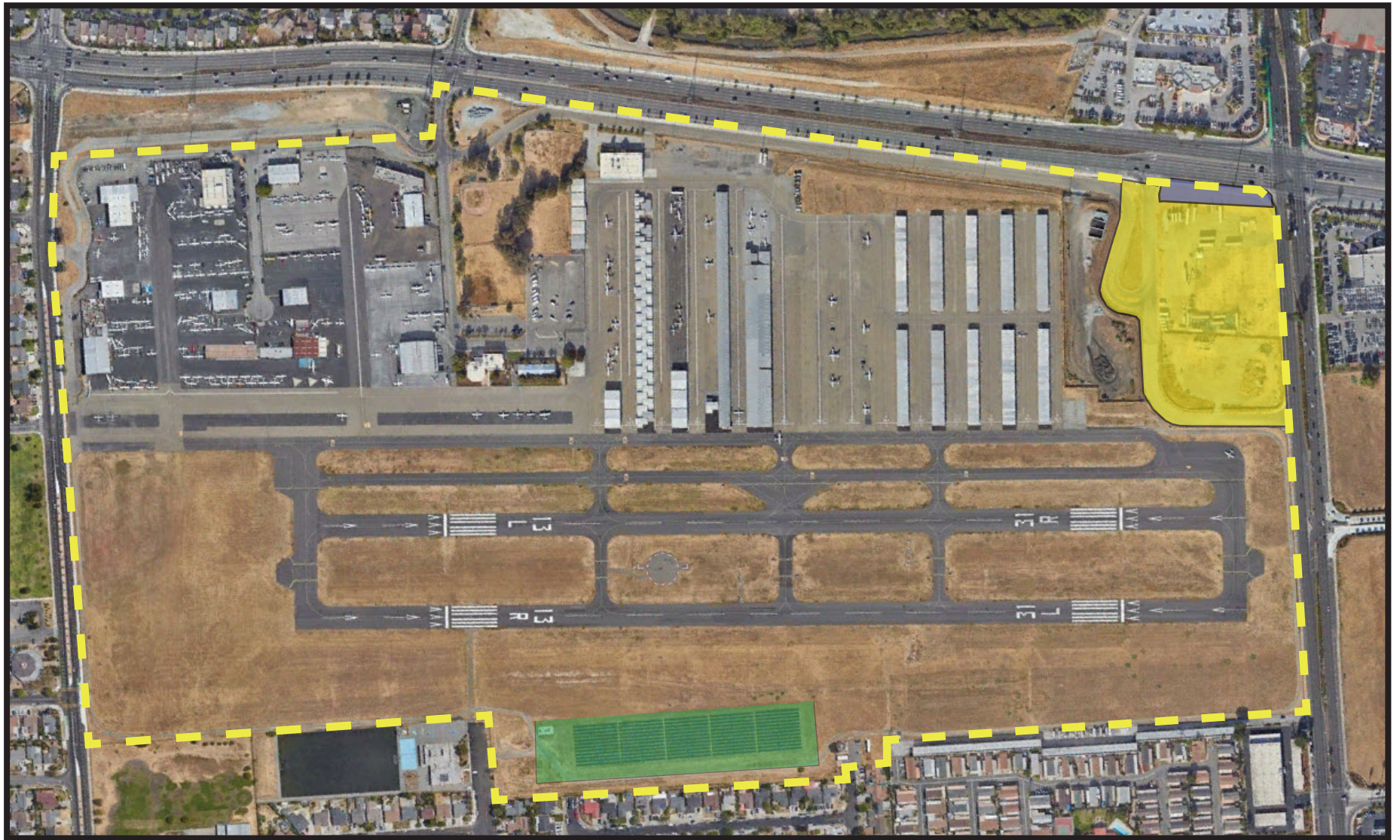
AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

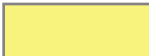



39. Consider items previously removed from the Consent Calendar.

The Clerk noted for the record that Item No. 39 was incorrectly placed under Time Certain - To Be Heard No Earlier Than 6:00 p.m.

Reid-Hillview Airport

Property Release Requests



	Corner Parcel
	VTA Lightrail Parcel
	Solar Panel Parcel
	Airport Property Boundary

8 October 2021

To: Mark McClardy
Director, Airports Division
Western Pacific Region

Kevin C. Willis, Director
Office of Airport Compliance and Management Analysis

From: Walt Gyger
Owner, Tradewinds Aviation (FBO and flight school at Reid Hillview Airport)

Josh Watson
Owner / CEO AeroDynamic Aviation (FBO and flight school at Reid Hillview Airport)

Michael McDonald
Pilot at Reid Hillview (RHV) airport in Santa Clara County, California

Dear Sirs,

As I know you are aware, Santa Clara County Supervisors voted 5-0 on August 17, 2021 to *"Direct Administration and County Counsel to take such actions as may be necessary to expeditiously eliminate lead exposure from operations at Reid-Hillview Airport, consistent with all established federal, state, and local laws and all court orders. Such actions may include, but are not limited to, both prohibiting the sale or use of leaded fuel, and pursuing any and all available paths to early closure prior to 2031."*

During the Board of Supervisors October 5, 2021 meeting, Supervisor President Wasserman indicated that the county would be pursuing 30-day lease agreements with all tenants once existing leases expired on 12/31/2021; this is in less than 90 days.¹ He personally advocated for offering one, two and three year leases in his motion, and said in his prepared remarks during the meeting: "It's [30-day leases] neither fair nor right to do at this time. FBOs won't want to invest their dollars in equipment knowing they can be evicted in 30-days. Banks won't want to loan money to FBOs knowing they can be evicted in 30 days. FBOs can't sell their businesses if the prospective buyer knows she can be evicted in 30 days." There was no second and the motion died; it can only be assumed that the county will continue to pursue only 30-day lease agreements at the termination of existing leases on 12/31/2021.

During the Santa Clara County Airport Commission meeting also held on October 5, 2021, Director of County Airports Eric Peterson indicated that they would only be offering lease agreements to four of the tenants at Reid Hillview Airport; leases with five other tenants would expire and not be renewed at the end of the year.² He indicated "that the Board was pretty clear in their direction today that they would be month-to-month."

¹ <http://sccgov.igm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=13232&Format=Agenda> [44 minute mark, 10:09 am]

² <http://sccgov.igm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=13275&Format=Agenda> [31:20 mark]

A copy of the county letter giving notice to one of the tenants [Tradewinds] is attached. This letter was provided 95-days prior to the termination of the existing lease. This has left tenants with minimal time to respond and negotiate new leases.

Two FBOs [Properties 3 and 7 in the county notice] provide flight training operations and currently source their own fuel. The county has indicated that they will take over these fuel operations under their *proprietary exclusive* rights; the fear is that they will not offer competitive fuel pricing to these FBOs and flight schools, thereby making it difficult for these flight schools to operate.

With the county taking on all fuel operations, fuel operators at Reid Hillview will be reduced from four competing fuel providers down to one: the county. With the county identifying their interest to close the airport as quickly as possible, there is a concern that they may leverage their monopoly to the detriment of the airport and aviation community.

Furthermore, the pilot community at the airport aggressively worked to bring unleaded "UL94" avgas offered by Swift Fuel to the airport. While the county ostensibly wants the airport to move to unleaded fuel to reduce lead exposure to the community, success in such efforts removes the urgent need to close the airport and therefore runs counter to the county's stated goal. The concern is they might eliminate 100LL and price UL94 extremely high. In the event that UL94 sales at Reid Hillview are severely reduced through such actions, this has implications to other airports in the region that now also sell unleaded avgas; Reid Hillview consumes a substantial amount of avgas, which enabled the business case for Swift Fuels to transport UL94 in rail cars to California. If the county sabotages unleaded avgas efforts at Reid Hillview, this will impact unleaded fuel sales in California.

With respect to the five leases [Properties 1, 2, 5, 6, 8] that will expire at the end of the year: these operators rent tie-down space to some aircraft owners on their property. It is the commonly held belief that the county did not like that these operators offered lower prices than those of the county. It is expected that these aircraft owners will see substantial increases in their monthly tie-down rates.

The actions by the county appear intended to cause impairment of the airport and the aeronautical tenants of the airport; indeed, the County Board of Supervisors President Wasserman acknowledges in his statement that the county's actions are doing so. Such actions by the county will likely take effect within the next 90 days, so we would ask that an expedited review of the situation occur pursuant to 14 C.F.R §16.11(b).

Concerns

Poorly providing or providing a diminution of services may be a *de facto* closure of the airport. The county has indicated their intent to close the airport, so it is not consistent that they wish to run a fuel operation that promotes aviation.

The county is exercising their right to operate fuel as a *proprietary exclusive* operation. In so doing, the airport will go from four fuel providers down to one. By eliminating all competition, there is a concern that fuel may no longer be offered on similar and reasonable terms as it is currently offered.

The county does not have experience in or equipment (e.g. fuel trucks) for running fuel operations at Reid Hillview. While the county owns the fuel infrastructure at another airport (E16), the day-to-day operations are contracted out there.

Some of the flight schools offer competitively priced flight training by purchasing fuel wholesale for their aircraft. The lack of fuel on reasonable terms from the county will impact the ability of flight schools and FBOs to run viable and competitive businesses.

Some of the flight schools receive discounted fuel pricing because of long-term volume agreements. As month-to-month leases are the antithesis of long-term agreements, it will likely be difficult to negotiate discounted fuel prices.

The county may be reluctant to enter long-term agreements with fuel suppliers. This may increase county costs, which would presumably be passed onto the Reid Hillview aviation community in the form of higher fuel prices.

The county has indicated in their motion that they wish to prohibit the sale of leaded fuel. While the local pilot community supports moving to unleaded fuel at every opportunity, the removal of a high octane option at the airport removes a necessary fuel for some high performance aircraft. Some higher performance aircraft are used by flight schools, so the lack of a high octane fuel at Reid Hillview will impact students and the competitiveness of these flight schools if they must refuel elsewhere.

It is not expected that the county will negotiate in good faith. Indeed, they have waited until the last moment to give notice to tenants, have indicated they will only allow month-to-month leases, and have openly acknowledged the challenges that tenants will face in securing financing, hiring employees, getting new students, and making investments with such limited visibility.

The county is not offering lease extensions to some qualified companies offering aeronautical and aeronautical-support services.

The County's refusal to enter into lease agreements with aeronautical tenants [Properties 1, 2, 5, 6, 8] appears to be in violation of Grant Assurance 22.

Assistance Requested

We would ask that the FAA assist Reid Hillview tenants in achieving the following objectives:

1. Lease terms available up to 2031. This is the date at which the county is no longer subject to FAA AIP grant covenants.
2. Lease rates and terms must be consistent and competitive with rates and terms of other nearby comparable general aviation airports.
3. Fuel prices and terms must be consistent and competitive with rates and terms of other nearby comparable general aviation airports.
4. Fuel service levels must not be degraded. For example, Tradewinds Aviation aircraft are automatically and immediately fueled by the current fuel provider; that should be continued. In another example, both full-service and discounted self-service fueling options should be available. In another example, comparable hours of operation must exist.
5. Discounted and volume fuel pricing consistent with what an FBO or flight school historically negotiated under a long-term agreement even if the county does not offer lease terms of that duration.
6. To insure a smooth transition from the existing fuel suppliers to the county, the county must make whole existing fuel providers for any fuel that is in the tank when the county takes control of the fuel operations and fuel tanks.

7. Ensure the on-going availability of leaded fuel at the airport, until such time as an FAA-approved unleaded alternative suitable for all aircraft is commercially available and viable.
8. Leases offered to all existing aviation tenants and businesses, with the exception of the fuel operations where the county has exercised their *proprietary exclusive* rights.
9. The ability for existing aviation businesses to continue to operate at the airport. These include, for example, private individuals offering cleaning services of aircraft or those performing avionics certification.
10. The maintenance of Reid Hillview airport and its facilities must be done in a timely manner and not neglected; the lack of attention by the county on the airport environs should not continue.
11. Individual aircraft owners who are leasing facilities (e.g., tie downs, hangars, etc.) from the county should see rates consistent with comparable general aviation airports in the region.
12. The county should continue to fulfill the obligations and assurances it has to the FAA under existing grants.

Potential Remedies

Santa Clara County has the city of San Jose and San Jose International airport within its borders. The Department of Transportation and FAA has discretion on hundreds of millions of dollars in federal funds that can affect the county; last year, for example, San Jose International was awarded \$65.6 million in 2020 through the CARES Act. San Jose International 2020-2024 Capital Improvement Program expenditures are projected at \$349.7 million; they have indicated that they will pursue FAA AIP grants for a substantial portion of this amount. The FAA has economic leverage which they can directly exert on the county and indirectly through entities within the county.

The FAA also has statutory authority to enforce compliance with sponsor assurances.

Urgency Required

The county provided the minimal notice required to airport tenants regarding the new proposed terms of the lease. Airport tenants – while under no illusion about the desires of the county to close the airport – have felt that the airport would remain open through 2031 due to the AIP grants; the expeditious actions of the county to make the situation immediately untenable makes business operations difficult. With uncertainty in the airport's future beyond the end of this year, the loss of employees is an immediate concern. The ability to secure financing at reasonable terms is now in jeopardy. The ability to get students is now in jeopardy. The ability to relocate businesses to other airports is significantly compromised. As pilots explore moving their aircraft to other airports, airport businesses are impacted.

Airport tenants have very little metaphorical runway to figure this out.

We would ask that the FAA expeditiously review the situation at Reid Hillview and Santa Clara County and take the necessary actions to preserve the airport and the valuable role it has in our nation's aviation network. We continue to appreciate the advocacy that you have shown to the airport and hope that you will continue to strongly advocate for the airport at every opportunity.

Respectfully and with thanks,
Walt Gyger
Owner, Tradewinds Aviation

Josh Watson
CEO/Owner, Aerodynamic Aviation

Michael McDonald
Angel Flight Pilot
Aircraft owner at Reid Hillview Airport
Community and Airport Partnership for Safe Operation (CAAPSO) Board Member

Attachments:

Reid Hillview as a Valuable Aviation Asset
Lease termination notice
Proposed motion by Supervisor Wasserman

Reid Hillview as a Valuable Aviation Asset

Reid Hillview is a 180-acre airport in the San Francisco Bay area. It is one of the busiest airports in California, with roughly 573 operations per day and 209,000 annual operations; it is busier than San Jose International (SJC) located 5nm away. Reid Hillview airport serves as a reliever airport for San Jose International, and occasionally San Francisco (SFO) and Oakland (OAK) airports; the loss of Reid Hillview will have an impact on commercial operations at these other airports. Redirection of GA aircraft to these airports impacts the safe and efficient operation of the national airspace system. Bounded on all sides, San Jose International has no ability to expand aviation operations beyond its current limits; it does not have the ability to accept a significant amount of Reid Hillview traffic.

Reid Hillview provides safety functions to the community. During the SCU Complex wildfire in 2020, 49 airborne firefighting missions were performed over three days from Reid Hillview airport. CalDART – the California Disaster Air Relief Team – operates out of Reid Hillview and is part of a valuable network that provides aid in the event of an earthquake or other disaster in areas around California. The Civil Air Patrol also has an aircraft at Reid Hillview.

Reid Hillview provides important humanitarian services. There are 36 active Angel Flight pilots at Reid Hillview that have already flown 120 missions in 2021, and 1628 missions in aggregate. Approximately one in six Angel Flight missions in northern California is flown by a Reid Hillview pilot, given our proximity to Stanford Research hospital and UCSF Medical Center. These flights connect patients with critical and often life-saving services.

Reid Hillview provides valuable aviation education. San Jose State University has an aviation campus and building at Reid Hillview. This program has graduated nearly 5000 pilots since its inception 84 years ago.

Reid Hillview offers extensive flight instruction through four flight schools and the numerous private CFIs that operate on the airfield.

Reid Hillview provides for numerous jobs on the airfield, including flight instruction, aircraft maintenance, airport maintenance, fuel operations personnel, FBO operations, and tower control personnel.

County of Santa Clara

Roads & Airports Department

Airports Division
Reid-Hillview & San Martin Airports
2500 Cunningham Avenue
San Jose, California 95148
(408) 918-7700 FAX (408) 929-8617
www.countyairports.org



September 27, 2021

Walt Gyger
2505 Cunningham Ave
San Jose, CA 95148

Sent via email

RE: Account 200100

Dear Walt:

On August 17, 2021 the Santa Clara County Board of Supervisors received a report from the administration regarding airborne lead exposure at Reid Hillview Airport. The Board, among other actions directed:

Administration and County Counsel to take such actions as may be necessary to expeditiously eliminate lead exposure from operations at Reid-Hillview Airport, consistent with all established federal, state, and local laws and all court orders. Such actions may include, but are not limited to, both prohibiting the sale or use of leaded fuel, and pursuing any and all available paths to early closure prior to 2031

In order to provide the County flexibility with regard to the FBO leases and implement the Board direction regarding leaded fuel, Airport management will proceed with the following:

All existing Reid-Hillview FBO leases expire on December 31, 2021. Effective January 1, 2022 the County proposes to:

- Allow five leases to expire, as shown in yellow on the diagram below. County will offer rental agreements to existing tenants on-site
- Offer new short term leases, with additional terms and new rates, to the current leaseholders of the four properties shown in green.
- Assume management of all commercial fueling operations at Reid-Hillview and exercising its *Proprietary Exclusive* right as recognized by federal regulations.
- Assume ownership of all fixed commercial fuel tanks at the airport. New leases for properties 3 and 7 will exclude the land currently occupied by the underground tanks.

For properties 3, 4, 7 and 9 the County will schedule a meeting with the leaseholder to discuss terms and conditions of new leases going forward.

[https://scccconnect-my.sharepoint.com/personal/eric_peterson_rda_sccgov_org/Documents/FBO Issues/2021 RHV Lease Amendments/2020-09-24 Notification Letters/Gyger FBO letter 2021-09-24.docx](https://scccconnect-my.sharepoint.com/personal/eric_peterson_rda_sccgov_org/Documents/FBO%20Issues/2021%20RHV%20Lease%20Amendments/2020-09-24%20Notification%20Letters/Gyger%20FBO%20letter%202021-09-24.docx)

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Le, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

For properties 1, 2, 5, 6, and 8 the County requests contact information for existing occupants so that tenancy can be maintained under County management.



We will be holding a Zoom meeting shortly to discuss these changes with you. Please look for a follow up email with the meeting time and invitation.

Sincerely,

Eric

County of Santa Clara
Board of Supervisors
Supervisorial District One
Supervisor Mike Wasserman



107886

DATE: October 5, 2021
TO: Board of Supervisors
FROM: Mike Wasserman, Supervisor
SUBJECT: CBO Leases at Reid Hillview Airport

RECOMMENDED ACTION

Approve referral to Administration and County Counsel to report to the Board on October 19, 2021 with options for consideration relating to extending the proposed length of leases for Fixed-Base Operators (FBOs) at Reid Hillview Airport (RHV) to include one-year, two-year and/or three-year lease options. (Wasserman)

REASONS FOR RECOMMENDATION

On December 4, 2018 (Item #19), the Administration presented the Airports Business Plan to the Board of Supervisors. The Business Plan specified how to make the Airport Enterprise Fund self-sufficient and not dependent on funding from the General Fund. It also outlined the leasing strategy for tenants within both County airports.

The Board's action at that time was to continue to refuse FAA Airport Improvement Program (AIP) grants for RHV. The intention of this action was to potentially allow the County further discretion over alternate uses of RHV's grounds once the current Federal obligations expire in 2031.

The County has been laying the groundwork for an eventual RHV Master Plan since 2018, however, there has been no further direction from the Board of Supervisors to address the need for a leasing plan for the tenants at RHV. This has created uncertainty for current airport stakeholders, particularly the FBOs who are integral to the daily operations of the airport.

While discussions for alternative uses for the airport's land moves forward, the County must continue to honor our Federal obligations. Further, the County still has the responsibility of

developing a leasing plan for the FBOs, who have been grappling with the uncertainty of their business' futures. This matter has become increasingly urgent because the current FBO leases expire at the end of 2021—in less than 90 days. This poses several limitations to planning for future operations, including deferring maintenance and improvements to their buildings.

This referral intends to provide FBOs with stronger assurances so that they continue their operations at RHV, while discussions for alternative uses for the airport's land move forward. With a more robust leasing strategy in place, the Airport Enterprise Fund is likely to receive increased revenue, thus creating a favorable outcome for both the Roads and Airports Department as well as Reid-Hillview Airport stakeholders.

Date: 2021 October 18, 2021

To: Mark McClardy Director, Airports Division, FAA Western Pacific Region
Kevin C. Willis, FAA Director Office of Airport Compliance and Management Analysis

From: Paul Marshall, President, South County Airport Pilots Association
Dan Neal, Co-Owner, San Martin Aviation
Other E16 pilots, see signature pages (E16 100LL Signatures.pdf)

Subject: Protection from Santa Clara County Discriminatory Fueling Actions at E16

On August 17, 2021, Santa Clara County Supervisors received a report on aviation lead emissions impact on child blood lead levels (attached, "Attachment-216891 Lead Study report"). The supervisors directed staff that "...the sales of leaded gas will not be permitted at either County airport after December 31, 2021 except for emergency operations." (attached "2021-08-17 Board of Supervisors - Full Minutes-8842," last line of page 21). We ask your assistance to prevent the great aggravation, operational dislocations, safety impacts and unjust discrimination if 100LL fuel sales are ended Jan 1 2022 at E16.

It should be noted that E16 has only 1 fuel tank, and the county is telling San Martin Aviation it wants to convert that fuel tank from 100LL to 94UL at the beginning of the year. 100LL can be used by all pilots at the airport, but 94UL can only be used by about 60% of the pilots at the airport. So, a conversion to 94UL combined with a prohibition of fueling 100LL would result in approximately 40% of the pilots no longer being able to fuel their planes at the airport.

Eliminating sales of 100LL at county airports will do very little incrementally to reduce the amount of lead emitted into the environment by piston engine aircraft burning 100LL fuel. If 100LL sales are eliminated, pilots will either suffer the operational inconvenience and expense of getting self-fueling permits to all pump their own 100LL gas, or will fly to other airports to get their 100LL gas, resulting in extra arrivals and departures solely for procuring 100LL avgas, which will actually increase the total amount of lead emissions rather than reduce them. A very few pilots may be forced to move away to a different airport where they can fuel before and after operations – such a forced move would not reduce overall 100LL usage but would simply transfer it to another place. Pilots visiting E16 from other airports arrive and depart the airport emitting the same amount of lead even though they did not do any fueling at the airport – in this case the FBO has been harmed by being deprived of revenue, but the lead emissions do not change. Some pilots may refuse to visit the airport, lessening its value in the national system of airports, but effecting a very small percentage of total operations and lead emissions compared with the based aircraft. So, a 100LL fueling ban won't significantly change lead emissions at the airport.

If 100LL sales are ended, significant numbers of E16 pilots will be unjustly discriminated against because they are unable to use unleaded fuel and because the FAA has not yet approved their model of airplane and engine to use UL94. Similarly, this unjust discrimination will financially harm San Martin Aviation through the loss of all its 100LL business from the approximately 40% of the planes which are only FAA-approved to use 100LL – those planes would be forced to refuel at other airports using other FBOs. We believe unjustly discriminating against the FBO and pilots who can't use the unleaded fuel constitutes an inefficient, unfair, and illegal way to change over to unleaded avgas. At a minimum, our pilots will suffer operational inconvenience because they have to plan their fueling to occur at other airports and must

start every trip with less than full tanks – even their long trips. Some pilots crash and die due to fuel exhaustion on long trips, and the county shouldn't create one more cause for this to happen. Pilots visiting E16 from other airports may get into unsafe fuel conditions because they don't realize that 100LL is not available at the airport, where in the past it was always available, and they end up flying home or to an alternate refueling airport with inadequate fuel reserves. So, this action of eliminating 100LL sales has much more discriminatory, punitive, safety-reducing effect than helpful lead-reducing effect.

A better way to handle this transition is to simply

- continue to keep 100LL fuel plentiful, convenient, with timely access to those planes which can't use the 94UL fuel, and
- provide plentiful, convenient, timely access to 94UL fuel for the pilots who can use the fuel.

In this case, most pilots who can use 94UL will immediately change over to 94UL. The remaining few pilots who are uncomfortable with using 94UL fuel will still have the option of fueling with 100LL at other airports, and they will likely become comfortable with and start using unleaded fuel at some point in the not distant future.

We believe the county's lead consultants found a small opportunity to reduce average blood lead levels in children living near Reid Hillview, but inappropriately described this opportunity as a crisis (Attachment-216891 Lead Study report.pdf). Yes, we should try to reduce children's blood lead levels from 1.93 ug/dL to 1.83 ug/dL (0.10 ug/dL improvement) as suggested would occur if aviation lead were eliminated by Zarhan on his lead study report on page 29. And yes, maybe people living downwind of Reid Hillview airport can get an extra 0.12 ug/dL benefit relative to all people (1.94 ug/dL vs 1.82 ug/dL also on page 29). And yes, the traffic data is persuasive to suggest that blood lead levels rise when 100LL air traffic is greatest, and fall when 100LL air traffic falls, and that also points to 100LL elimination representing an opportunity to reduce blood lead levels. But if just 11% of the problem $((0.10 + 0.12)/1.94)$ is attributable to lead, that means that 89% of the blood lead problem has nothing to do at all with aviation lead. Aviation lead is not a crisis. Aviation lead merely represents a small opportunity to improve our pollution profile for one of hundreds of pollutants in one small way. Yes, the county should take gradual, effective steps to eventually eliminate all lead in county avgas. No, this is not a crisis, just one small opportunity for improvement. The county and its pilots should make this improvement in a legal way which does not unjustly discriminate against pilots by causing operational dislocation, aggravation and safety hazards. The county should not pursue its present course which will cause all these problems while failing to materially change aviation lead emissions.

We request that you help prevent these problems by communicating to Santa Clara County that they must continue to make 100LL readily and conveniently available to all planes at E16 which are only FAA-approved to use 100LL.

In our view, the proper way to facilitate a smooth, timely change from leaded to unleaded fuels would be to procure another self-serve fuel island and fuel truck at E16. Two fuel islands and trucks would allow both unleaded and leaded fuels to be pumped while the fleet undergoes the change from leaded to unleaded. In the long term, once only unleaded avgas is used, the second fuel island could be

repurposed to JetA. We have communicated this view to the county since February of 2021, but to date the county has taken no action to approve or procure this additional facility, and instead has chosen the discriminatory path of attempting to outlaw all 100LL sales.

We urgently look forward to your support on this issue, and would appreciate you taking the appropriate action well before Jan 1, 2022. Thank you.



December 13, 2021

The Hon. Stephen Dickson
Administrator
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591

Re: Safe transition to unleaded fuels in general aviation

Dear Administrator Dickson:

We are committed to working with the FAA and industry stakeholders to effect a smart, managed nationwide transition to unleaded fuels in general aviation aircraft, one with safety at its core. Recent developments are threatening an organized, safe transition as airports in some of the most densely populated geographic areas are announcing they will stop providing 100LL *within weeks* and solely provide fuels that are not approved for use in the entire piston GA fleet.

We are deeply concerned about rushed timing and an increased risk of misfuelling in an airport network with fragmenting fuel supply. **Please use the FAA's aviation safety mandate to prohibit individual airports from interrupting the availability of 100LL and stifling the cooperative industry-government effort to safely transition the entire general aviation fleet to unleaded fuels.** It is vital to public safety to mitigate risks for pilots and passengers and for the people and property on the ground during this transition.

Misfuelling risks are already high where visually similar airframes require different types of fuel (i.e. a twin Cessna 421 uses 100LL and a twin Cessna 441 uses JetA and, in the past 7 years, there have been 4 fatalities and 3 injuries due to Cessna 421 misfuellings). Risks and complexities around misfuelling are suddenly skyrocketing. For example, some popular piston aircraft models (i.e. Beechcraft Bonanzas) are fleets in which some aircraft have engines that can use unleaded fuel and other aircraft do not. Furthermore, aircraft that do have engines capable at this time of using unleaded fuel require an STC before doing so and there is much outreach and education needed for the owners of these aircraft.

Piston aircraft with high performance, high compression engines consume 75% of the 100LL sold in the U.S. Many of these engines are not approved to use unleaded fuels currently available in the marketplace. Misfuelling renders aircraft unairworthy from both safety and regulatory standpoints. Engine failures from misfuellings often occur at critical phases of flight, such as on takeoff and climb out, and NTSB accident reports document the grim outcomes. Unlike automobiles, if an aircraft has engine trouble, it cannot simply pull over to the side of the road. The automobile industry took time to safely transition to unleaded fuels and was successful, and the aviation industry must do the same.

We are committed to continued work with the FAA to see the fleetwide transition to unleaded fuels succeed in a safe and expeditious manner.

Sincerely,



Mark Baker
President & CEO
AOPA



Jack J. Pelton
CEO & Chairman of the Board
EAA



Peter J. Bunce
President & CEO
GAMA



James Viola
President & CEO
HAI



Timothy Obitts
President and CEO
NATA



Ed Bolen
President and CEO
NBAA

From: [Alfaro, Carlos \(FAA\)](#)
To: [Drew, Robert G \(FAA\)](#); [Tarpgaard, Andrew \(FAA\)](#); [Williams, Andre \(FAA\)](#)
Subject: Fwd: Safe transition to unleaded fuels in general aviation
Date: Monday, December 13, 2021 4:19:44 PM
Attachments: [Letter to Administrator Dickson 121321.pdf](#)
[image001.png](#)

Incoming letter from AOPA today for Steve

From: Baker, Mark <Mark.Baker@aopa.org>
Sent: Monday, December 13, 2021 4:18 PM
To: Dickson, Steve (FAA)
Cc: Salisbury, Glendola (FAA); Stubblefield, Angela H (FAA)
Subject: Safe transition to unleaded fuels in general aviation

Please find attached letter from AOPA, NBAA, GAMA, HAI, NATA and EAA.
Thank you,
Mark



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U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

777 S. Aviation Blvd., Suite #150
El Segundo, CA 90245

December 22, 2021

County of Santa Clara
County Airports Administration
ATTN: Mr. Eric Peterson
2500 Cunningham Ave
San Jose, CA 95148

Subject: Notice of Informal Investigation Under 14 CFR § 13.1.

Dear Mr. Peterson,

This letter is to inform you that the Federal Aviation Administration (FAA) has received multiple complaints from airport tenants and users, along with a group representing industry stakeholders who allege violations of grant assurances at the Reid-Hillview Airport (RHV) and the San Martin Airport (E16). Under 14 CFR § 13.1, the FAA will review reports of potential violations of 49 U.S.C. subtitle VII or any rule, regulation, or order issued thereunder. As a result of these complaints the FAA is commencing an informal investigation under 14 CFR part 13.

As part of our investigation we request that the County of Santa Clara (County) respond to this notice within **20 days of from the date of service of this notice**. Although Santa Clara County would normally have 30 days to respond, the FAA may shorten this time period if it finds the circumstances require expedited handling of a particular case or controversy. The FAA finds that expedited handling of this matter is required because it appears the County will be banning the sale of leaded aviation fuel at both airports after December 31, 2021. Further, the County is apparently refusing to offer long-term leases for all tenants at Reid-Hillview airport whose leases will expire on December 31, 2021, including the fixed base operators (FBOs) who provide aviation fuel. Accordingly, the FAA has shortened the response period.

The FAA is committed to building a sustainable aviation system and a lead-free future, and the agency will work with the County to achieve this shared goal. However, in the interim, all parties must adhere to grant assurances. Therefore, the FAA strongly recommends that the County take action to suspend the effective date of its ban on leaded gas at the County-owned airports until this matter can be resolved. In such a case the FAA is amenable to an extension of time with regard to your response.

The complaints giving rise to this investigation are attached herein as Exhibit A. The complaints arise from a number of actions taken by the County that include but are not limited to:

- The failure to address a significant number of significant safety concerns which have been enumerated in detail to the County via letters from the FAA as discussed further below. The County is on notice with regard to these serious safety concerns and the issues remain unresolved;
- An August 17, 2021 ban on sales of leaded gas at both County airports after December 31, 2021;
- An August 17, 2021 County resolution to “take such actions as may be necessary to expeditiously eliminate lead exposure from operations at Reid-Hillview Airport . . . includ[ing], but [] not limited to, both prohibiting the sale or use of leaded fuel, and pursuing any and all available paths to early closure prior to 2031;”
- An alleged statement of Supervisor President Wasserman at an October 5, 2021 Board of Supervisors meeting that the County will be pursuing 30-day lease agreements with all tenants once existing leases expire on December 31, 2021;
- An alleged statement of Director of County Airports Eric Peterson at an October 5, 2021 County Airport Commission meeting that the County will only be offering lease agreements to four tenants of the Reid-Hillview airport, which will be on a month-to-month basis, and that the leases with five other tenants will expire and not be renewed at the end of the year; and
- Information received from users of Reid-Hillview airport and from users of the San Martin airport which indicate that the County is moving forward with a ban on the use of leaded aviation fuel, termination of leases, and associated conduct.

I. BACKGROUND

The Reid-Hillview airport and the San Martin airport are public-use airports owned and operated by the County. Both are general aviation airports. The Reid-Hillview airport has approximately 124 based aircraft and averages 573 operations per day. The San Martin airport has approximately 34 based aircraft and averages 91 operations per day.

FAA records indicate that the planning and development of the Reid-Hillview airport and the San Martin airport have been financed, in part, with funds provided by the FAA under the Airport Improvement Program (AIP), authorized by the Airport and Airway Improvement Act of 1982 (AAIA), as amended, 49 U.S.C. § 47101, *et seq.* Between 1983 and 2011, the County received approximately \$6.8 million in Federal airport development assistance. Additionally, a majority of Reid-Hillview Airport was purchased using Federal Aid to Airports (FAAP) or Airport Development Aid Program (ADAP) funds.

The San Martin airport has also received Federal airport assistance. Between 1984 and 2021, the County received approximately \$4.6 million in Federal assistance for the San Martin airport. Both airports are federally obligated.

a. Applicable Federal Law and Policy

The Federal role in civil aviation is established by various laws, some of which authorize programs that provide Federal funds and other assistance to local communities for the development of airport facilities. In each such program, the airport sponsor assumes certain obligations, either by contract or by restrictive covenants in property deeds and conveyance instruments, to maintain and operate its airport facilities safely and efficiently and in accordance with specified conditions. Commitments assumed by airport sponsors in property conveyance or grant agreements are important factors in maintaining a high degree of safety and efficiency in airport design, construction, operation and maintenance, as well as ensuring the public fair and reasonable access to the airport.

b. The Airport Improvement Program (AIP)

Federal statutory law, 49 U.S.C. § 47101, *et seq.*, provides for Federal airport financial assistance for the development of public-use airports under the AIP established by the AAIA. As a condition precedent to providing airport development assistance under AIP, the FAA must receive certain assurances from the airport sponsor. These assurances are set forth in statute, 49 U.S.C. § 47101, along with additional assurances that are part of the grant agreement.

The FAA has statutory authority to enforce compliance with the sponsor assurances, including the power to seek judicial enforcement. 49 U.S.C. § 47111(f). FAA Order 5190.6, *FAA Airport Compliance Manual* (Order), provides the policies and procedures to be followed by the FAA in carrying out its functions related to compliance and enforcement.

Upon acceptance of an AIP grant, the assurances become a binding contractual obligation between the airport sponsor and the Federal Government. The assurances made by airport sponsors in AIP grant agreements are important factors in maintaining a viable national airport system and a safe and efficient national airspace system.

- **Grant Assurance 22**

FAA Grant Assurance 22 provides, in relevant part:

- a. [An airport sponsor] will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
* * *
- d. Each air carrier using the airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. [The airport sponsor] will not exercise or grant any right or privilege which operates 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, repair, and fueling] that it may choose to perform.

- f. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- g. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- h. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- **Grant Assurance 23**

FAA Grant Assurance 23 provides, in relevant part:

[The airport sponsor] will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

The Order explains that “[t]he exclusive rights prohibition does not apply to services provided by the sponsor itself. The airport sponsor may elect to provide any or all of the aeronautical services at its airport, and to be the exclusive provider of those services. A sponsor may exercise –but not grant – the exclusive right to provide any aeronautical service. This exception is known as the airport’s ‘proprietary exclusive’ right.” Para. 8.5.

- **Grant Assurance 19**

FAA Grant Assurance 19 provides, in relevant part:

The airport and all facilities which are necessary to serve the aeronautical users of the airport Shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation.

II. FACTS AND ALLEGATIONS

1. On August 17, 2021, the County Board of Supervisors held a meeting at which they unanimously voted to support two related resolutions¹:

¹ The County of Santa Clara commissioned a study of the impact of leaded aviation fuel on blood lead levels (BLLs) of children living in the vicinity of the Reid-Hillview airport. The study was completed on August 3, 2021 and concluded that it is statistically probable that the BLLs increased with proximity to the Reid-Hillview airport, particularly downwind from the airport. The Report made no similar findings with respect to San Martin airport. The report has not been peer-reviewed or independently verified, including with respect to other potential sources of the lead exposure.

- a. Resolution 36: to “take all actions necessary to transition to carrying only lead free gas at both County airports as soon as possible with the understanding that the sales of leaded gas will not be permitted at either County airport after December 31, 2021 except for emergency operations.”
 - b. Resolution 37: to “direct Administration and County Counsel to take such actions as may be necessary to expeditiously eliminate lead exposure from operations at Reid-Hillview Airport, consistent with all established federal, state, and local laws and all court orders. Such actions may include, but are not limited to, both prohibiting the sale or use of leaded fuel, and pursuing any and all available paths to early closure prior to 2031.”
2. The FAA has not received a request for approval from the County regarding its plans to ban the sale and use of 100LL at the two airports. The FAA has not approved the County’s restrictions. It appears the County is unilaterally moving forward with its plans to ban the sale and use of 100LL at the airports without the input, advance notice, or prior approval of the FAA.
3. On October 8, 2021, two major tenants and a private pilot operating from the Reid-Hillview airport submitted a letter to the FAA. The tenants state that the County is terminating all long-term leases with existing FBOs and taking over all fuel operations and will no longer sell leaded fuel at the airport. The tenants claim the prohibition of the sale of leaded fuel is unreasonable and higher performance planes will have to re-fuel elsewhere. They also raises safety issues regarding the County’s expertise and qualifications to run fuel operations.

The tenants assert the termination of all long-term leases is unreasonable. They claim the County’s offer of month-to-month leases presents difficult challenges for airport tenants seeking financing, hiring employees, getting new students and making investments. The tenants also complain that they airport is not being properly maintained and the poor services may be a “*de facto*” closing of the airport. The tenants assert that they cannot even sell their businesses due to the uncertainty regarding their tenancy at the airport under month-to-month leases.

4. On October 18, 2021, a group of pilots and other interested persons operating at the San Martin airport submitted a second letter to the FAA. The letter stated that the County’s ban on the sale of 100LL fuel at the San Martin airport would be unjustly discriminatory because approximately 40% of the aircraft can only use 100LL fuel. Those aircraft would be unable to fuel at San Martin and would have to fuel elsewhere. This would be inefficient, result in additional expense, and result in additional lead exposure caused by the unnecessary fueling trip. The letter also raised safety concerns, including aircraft fuel exhaustion caused by being unable to re-fuel at San Martin. The letter was signed by 37 persons.
5. At both airports, until the Federal Government certifies the use of unleaded fuel in all aircraft, the County may not ban or phase out leaded fuel or take any actions related to fuel that would conflict with or undermine Federal law and airport access consistent with

the grant assurances. The County may work in cooperation with users to increase use of unleaded fuels. However, the ban on the use of leaded fuel constitutes a probable violation of Grant Assurance 22, which provides the County “will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities....”

6. At the Reid Hillview airport, the FBO lease terminations and failure to enter into long-term leases with the FBOs constitutes probable violations of Grant Assurance 22. Grant Assurance 22 requires the County to “make the airport available as an airport for public use on reasonable terms . . . to all types . . . of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.” An offer of month-to-month leases to tenants who previously had long-term leases may not comply with Grant Assurance 22.
7. With respect to the County’s desire to exercise its proprietary exclusive rights as an FBO, the County must be able to demonstrate that it is ready, willing, and able to provide the full range of services that the current FBOs are providing on or before the date that the leases for the private FBOs have been terminated. The County must demonstrate that there will be no break in FBO services at Reid-Hillview Airport. The County must provide assurance that once it involuntarily removes the private FBOs, it will continue to provide such services on similar terms. The County is not permitted to exercise its right to provide exclusive FBO services as a strategy to ban the sale of leaded fuel, close or materially restrict airport operations and access.
8. The County may exercise an exclusive right to operate FBO services, but it may not grant an exclusive right. In order to exercise an exclusive right, the County is required to use its own employees to provide the FBO services and may not use contractors. The use of third parties would constitute a violation of Grant Assurance 23 and the prohibition on exclusive rights contained in 49 U.S.C. § 40103(e).
9. The FAA has no knowledge that the County currently possesses any experience or expertise in operating a full-service FBO. The County must demonstrate such expertise.
10. The use of contractors by the County to provide FBO services on an exclusive basis may constitute a *de facto* grant of an exclusive right to those contractors.
11. On August 27, 2019, October 18, 2019, February 28, 2020, and February 19, 2021 the FAA provided letters to the County regarding a number of critical safety issues at the Reid Hillview Airport; issues that remain unresolved. In addition, in May 2020, FAA provided the County with a written Runway Safety Action Plan following a March 10, 2020 Local Runway Safety Action Team (LRSAT) meeting held at RHV. These letters and the March 2020 Runway Safety Action Plan are attached.

FAA's safety concerns are outlined in the referenced letters and the March 2020 Runway Safety Action Plan are summarized as follows:

- FAA raised concerns over weed abatement. This continues to be an ongoing concern due to overgrown vegetation obscuring key airfield signage.
- FAA raised concerns over non-standard airfield. Airfield signs, in good condition and disposition, are critical components in maintaining airfield safety and operational efficiency. However, numerous airport signs do not meet standards. Faded sign panels were found throughout the airfield. Delamination is occurring in some of the faded panels. FAA recommend that the County develop a Sign Replacement Program to ensure future compliance in the most efficient and cost effective manner.
- FAA noted Canada geese droppings were found at the approach end of Runway 13R. Canada geese represents a significant hazard to the flying public. FAA recommended that the County take immediate action to reduce the potential for airstrikes with Canada geese around RHV.
- FAA noted that three helicopter pads located near the self-service fuel pumps, marked on the airport as established heliports, do not meet the minimum FAA and State design standards for a designated heliport and must be removed or remarked.
- FAA noted that the Runway Safety Area (RSA) prior to the approach ends of Runways 31R and 31L do not meet the minimum design standards described in Advisory Circular 150/5300-13A, Airport Design. The RSA for Runway 31R is currently cleared out to 147 feet and 161 feet for Runway 31L.
- FAA noted that Visual Approach Slope Indicators (VASIs) for 31R are inoperative and were replaced with Precision Approach Path Indicators (PAPIs). Because the VASIs are no longer functional they should be removed as soon as possible.
- FAA noted that the segmented circle visual indicator system is missing traffic pattern indicators for Runway 31L/13R.

- FAA noted that gate access played a role in the vehicle deviations that occurred since last RSAT. Unauthorized access to the airfield by drivers has been an issue.
- During the March 2020 LRSAT, hot spots were discussed using data collected since 2015. Google map overlay with specific points of where the incidents occurred were used as references to highlight problematic areas. The collection of the data showed that events continue to occur at the three hotspot areas. Discussion followed with ways to reduce surface events at hotspot locations
- During the March 2020 LRSAT, non-standard airfield layout (geometry), pilot confusion over location and movement on airport pavements (signs and markings) and lack of visibility of signs and markings (airfield maintenance / weed abatement) were raised in FAA's letters and were extensively explored. Consensus on addressing many of these items was not reached because the County expressed concern over identifying improvements that would require substantial funding. *See March 10, 2020 Runway Safety Action Plan Section V-D, Surface Safety Issues for additional discussion.*

III. ISSUES UNDER INVESTIGATION

The issues under investigation include, but are not limited to the following:

- Whether the County's ban on the sale and use of leaded fuel at both County airports violates Grant Assurance 22.
- Whether the County's ban on the sale and use of leaded fuel violates 49 U.S.C. § 47107(a).
- Whether the County's ban on the sale and use of leaded fuel violates the commerce clause to the U.S. Constitution.
- Whether the County's ban on the sale and use of leaded fuel is precluded under the Clean Air Act, 42 U.S.C. § 7573.
- Whether the County's actions to terminate leases with certain tenants of the Reid-Hillview airport and enter into month-to-month leases with other tenants of the Reid-Hillview airport violates Grant Assurance 22.
- Whether the County's plans to become the exclusive provider of fuel at the airports and only sell 94UL fuel violates Grant Assurance 22.
- Whether the County's failure to remedy multiple unsafe conditions as outlined in FAA letters referenced above violates Grant Assurance 19.
- Whether any of the actions taken by the County, as described herein, violate an assurance, pledge, commitment, promise or deed restriction resulting from or relating to the purchase of airport land with Federal grant funds.

IV. OPPORTUNITY TO RESPOND

The County is requested to reply to this Part 13 Notice no later than 10 days from its service. The FAA invites demonstrable good faith actions by the County to resolve informally the matters that are addressed in this Notice. Please review these complaints and provide your response to the allegations and the status of any efforts to resolve these complaints.

Additionally, FAA is requesting a copy of the following:

- The proposed Rental Agreement(s) that the County proposes to issue to tenants on both RHV and E16 once their current lease expires.
- One (1) year's-worth of fuel logs, for both RHV and E16, which includes aircraft identification and a copy of the County's fueling quality control plan.
- All property records related to land granted to the County from the United States or purchased or acquired by the County using funding from the United States (collectively "Land Grants"). Such records shall include copies of deeds, contracts for sale or purchase, any document related to restrictions, assurances or pledges made by or agreed to by the County in consideration of such Land Grants including, but not limited to, resolutions or ordinances passed by the County Commission as part of, or related to, their acceptance of such land transfers and/or funding. For purposes of this request the term "County Commission" shall include the Commission, any committee thereof or any County board or authority having jurisdiction with regard to the airport.

If you have any questions concerning this letter, please contact either Brian Armstrong, FAA Manager, Safety and Standards Branch, at 424-405-7303 or Laurie Suttmeier, Manager, FAA San Francisco Airports District Office, at (650) 827-7600.

Sincerely,

Mark A. McClardy
Director, Airports Division
Western-Pacific Region

Attachments:

August 27, 2019, FAA RHV Site Visit Letter
October 18, 2019, FAA letter to Board of Supervisors President Joe Simitian
February 28, 2020, FAA letter to Board of Supervisors President Joe Simitian
March 10, 2020, FAA Runway Safety Action Team Action Plan
February 19, 2021, FAA letter to the Board of Supervisors
October 8, 2021, RHV Complaint Letter (Gyger, Watson, McDonald)
October 18, 2021, E16 Complaint Letter (Marshall, Neal, and Other E16 Pilots)
December 13, 2021, Aviation Industry Groups Complaint Letter

CC (*Without Attachments*):

Laurie J. Suttmeier, Manager, FAA, San Francisco Airports District Office
Kevin C. Willis, Director, FAA Office of Airport Compliance and Management Analysis
Walt Gyger, Tradewinds Aviation walt@tradewindsaviation.com
Josh Watson, AeroDynamic Aviation josh.watson05@gmail.com
Michael McDonald, Pilot (Michael.mcdonald@ieee.org)
Paul Marshall, South County Airport Pilots Association pmarshall96037@gmail.com
Mark Baker, Aircraft Owners and Pilots Association mark.baker@aopa.org
Jack J. Pelton, Experimental Aircraft Association jpelton@eaa.org
Peter J. Bunce, General Aviation Manufacturers Association pbunce@gama.aero
James Viola, Helicopter Association International president@rotor.org
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Jeffrey V. Smith
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James R. Williams
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(408) 299-5900

March 3, 2022

SENT VIA EMAIL AND CERTIFIED MAIL

The Honorable Pete Buttigieg
Secretary, U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Secretary Buttigieg,

The County of Santa Clara, California (“County”) writes to seek your assistance in our efforts to mitigate, and eventually eliminate, toxic exposures from leaded aviation gasoline (“avgas”), the primary fuel for piston-engine aircraft. The harms of leaded avgas to children in the communities surrounding general aviation airports with high piston-engine aircraft traffic are well documented. In August 2021, a leading academic with expertise in lead exposures finalized a peer-reviewed study demonstrating the connection between operations at Reid-Hillview Airport (“RHV”), a County-operated general aviation airport, and increased blood lead levels in children in the surrounding East San José community, a low-income community with 97% of residents identifying as people of color. In fact, the study found blood lead level increases on par with, or even exceeding, those found at the height of the Flint water crisis.

Like RHV in East San José, many of these general aviation airports are located in low-income communities of color, where lead exposures from avgas layer on top of a disproportionate burden from other toxic sources. Federal inattention – and even resistance – to eliminating lead exposures from avgas is one of the defining environmental injustices of this era. Indeed, leaded avgas is the primary source of airborne lead exposure in the nation, and it is the last remaining leaded transportation fuel.

The County responded to this public health crisis by banning the sale of leaded avgas at County-operated airports. Despite the measurable benefits to the surrounding community and minor inconveniences to the few aircraft that cannot use available unleaded avgas, the Federal Aviation Administration (“FAA”) is investigating the County for allegedly violating its grant assurances and has signaled that it will seek to compel the County to continue selling leaded avgas. While the FAA has announced its intentions to support an *eight-year* plan to eliminate leaded avgas, local governments must be allowed to take immediate local action to mitigate the severe public health impacts from leaded avgas. **We request that you instruct the FAA to close its investigation and instead focus its resources on aiding local airport proprietors in reducing exposures and mitigating the harms of leaded avgas.**

Letter to Pete Buttlegieg, Secretary, U.S. Department of Transportation

March 3, 2022

Page 2 of 5

Leaded Avgas is Causing Irreparable Harm to Children in Disadvantaged Communities

Since the early 1970s, the federal government has recognized airborne lead as contributing to an “epidemic” of “[e]xcessive lead exposures among children.”¹ Children are particularly vulnerable to lead exposure, both as a result of behaviors that make them more susceptible to exposure and their greater sensitivity to lead toxicity. Even at the lowest detectable levels, exposure to lead can cause severe and often irreversible cognitive and intellectual impairment, harm academic performance, and increase children’s risk for behavioral disorders and adult-onset physical health problems. In adults too, lead exposure can harm nervous, cardiovascular, immune, and reproductive systems, damage the kidneys, and cause anemia and increased blood pressure. As the federal government has long expressly recognized, there is no safe level of blood lead; indeed, the decline in cognitive ability due to marginal increases in blood lead is steepest at lower blood lead levels.

Leaded avgas is the largest single source of lead air pollution in the country, releasing one million pounds of lead into the environment each year.² Leaded avgas is used by around 170,000 piston-engine aircraft operating out of 20,000 airports across the nation. Over five million people, including more than 360,000 children aged five and under, live within 500 meters of a general aviation airport from which piston-engine aircraft operate.³ More than 16 million people live within a kilometer of a general aviation airport – a distance that puts them at heightened risk of lead exposures – and over 160,000 children attend school nearby.⁴

Although a nationwide problem, the harms of leaded avgas fall hardest on disadvantaged communities. Just one percent of general aviation airports contribute 25 percent of total airport lead emissions.⁵ At least 60% of the fifty highest emitting airports are located in communities with larger racial minority populations than the national average.⁶ And the harms of leaded avgas exposures often layer on top of an outsized share of exposures to other sources of toxins, such as lead-based paint hazards.⁷

¹ U.S. Env’tl. Protection Agency (“EPA”), *EPA’s Position on the Health Effects of Airborne Lead* at VII-4 (Nov. 29, 1972), available at <https://nepis.epa.gov/Exe/ZyPURL.cgi?Dockey=9100EYMW.TXT>.

² See Transp. Rsch. Bd. et al., *Options for Reducing Lead Emissions from Piston-Engine Aircraft* at 35 (National Academies of Sciences, 2021) [hereinafter “NAS Report”]; S. Zahran et. al., *The Effect of Leaded Aviation Gasoline on Blood Lead in Children*, 2(4) J. Assn. of Env’t & Res. Economists 575, 579 (July 2017).

³ EPA, *National Analysis of the Populations Residing Near or Attending School Near U.S. Airports* 13 (2020), available at <https://nepis.epa.gov/Exe/ZyPDF.cgi/P100YG4A.PDF?Dockey=P100YG4A.PDF>

⁴ *Id.*; NAS Report at 11.

⁵ NAS Report at 41.

⁶ Earthjustice et al., *Petition for Rulemaking to EPA Seeking an Endangerment Finding for Leaded Avgas* (Aug. 24, 2021, as updated Oct. 12, 2021), available at https://earthjustice.org/sites/default/files/files/2021.10.12_leadedavgasp petition.pdf.

⁷ S. Zahran et. al., *The Effect of Leaded Aviation Gasoline on Blood Lead in Children* at 576 (reporting that the percentage of homes presumed by their age to contain lead-based paint was almost twice as high in neighborhoods proximate to 448 airports in Michigan compared to neighborhoods more distant from the airports).

Letter to Pete Buttlegieg, Secretary, U.S. Department of Transportation

March 3, 2022

Page 3 of 5

RHV is emblematic of the environmental injustices posed by leaded avgas. It is one of the busiest and most lead-polluting airports in the nation, and also one of the most urban. In 2017, RHV ranked 24th nationally in general aviation operations and in the top 1.5% of landing facilities in the FAA's National Plan of Integrated Airport Systems in terms of annual lead emissions. Located only four miles from the heart of San José (the 10th largest city in the nation), RHV is surrounded by built-out residential neighborhoods where the population density is almost five times higher than the rest of the county. Over 52,000 people live within 1.5 miles of the airport, including nearly 13,000 children, 97% of whom identify as nonwhite and 79% of whom speak a primary language other than English at home. More than one in four people in the four zip codes surrounding the airport live below 200% of the federal poverty line. Residents in East San José also have higher rates of mortality related to cancer, Alzheimer's disease, stroke, diabetes, and hypertension than in the rest of the county and are more likely to live in housing with lead hazards.

Leaded Avgas Emissions from Operations at Reid-Hillview Airport Cause Significant Increases in Child Blood Lead Levels in the Surrounding Community

In August 2021, the County released a peer-reviewed study by an independent expert, Dr. Sammy Zahran, providing a detailed account of the effects of RHV operations on blood lead levels in local children.⁸ Based on an examination of over 300,000 blood lead test results collected by the California Department of Public Health ("CDPH"), the study documented a robust correlation between piston-engine aircraft activity at the airport and heightened blood lead levels in local children.

Among its results, the study found that children residing within a half-mile of the airport have blood lead levels that are an average of 0.2 µg/dL higher than those of statistically similar children more distant from the airport. Children living downwind of the airport were at the greatest risk, with blood lead levels that were, on average, 0.4 µg/dL higher than their peers. These children were also 200% more likely than children residing upwind of RHV to have blood lead levels above 4.5 µg/dL – the action threshold used by CDPH when testing for elevated blood lead. Children commuting toward the airport to attend one of the 21 schools or childcare centers nearby also had increased blood lead. Accounting only for impacts of elevated blood lead on IQ, leaded avgas exposures translate to \$11-24.9 million in lost lifetime earnings for the children residing within 1.5 miles of the airport.

Measures of blood lead in local children also tracked changes in piston-engine aircraft activity in the airport. The study specifically found that blood lead levels of sampled children increase linearly with the quantity of aviation gasoline sold to fixed-base operators at RHV. An increase in piston-engine aircraft traffic from minimum to maximum levels caused blood lead levels to increase by 0.83 µg/dL in children living within a half-mile of the airport; this difference in childhood blood lead levels between the period of lowest avgas sales and highest avgas sales is equivalent to about 50% of the estimated surge in child blood lead levels at the height of the Flint water crisis. The gravity of these increases constitutes an urgent public health crisis.

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⁸ Mountain Data Group, *Leaded Aviation Gasoline Exposure Risk at Reid-Hillview Airport in Santa Clara County, California* 1 (2021), available at <https://news.sccgov.org/sites/g/files/exjcpb956/files/documents/RHV-Airborne-Lead-Study-Report.pdf>.

Letter to Pete Buttlegieg, Secretary, U.S. Department of Transportation

March 3, 2022

Page 4 of 5

The County's Decision to Sell Only Unleaded Avgas has Substantially Mitigated Lead Exposure with Negligible Effect on Airport Operations

The County has taken appropriate action to respond to this public health crisis. On August 17, 2021, the County Board of Supervisors directed County Administration to take all necessary actions to prevent lead contamination from operations at the two County-operated airports, RHV and San Martin Airport. To implement this directive, the County negotiated and issued fuel permits that limit usage of County-owned fuel tanks at the two airports to storage of unleaded fuels effective January 1, 2022. Transitioning piston-engine aircraft to unleaded avgas wherever possible is essential to mitigating the risk from lead exposure. The County's tailored remedial measure, implemented under the County's authority as airport proprietor, will increase the market for and availability of unleaded avgas, which is currently only available from a few suppliers.

The County's action has had a negligible effect on the airport operations. Despite the unavailability of leaded avgas for sale at the airports, *operations at both RHV and San Martin Airport increased in January 2022 relative to both December 2021 and January 2021*. In contrast, the County's action is having measurable health benefits for the surrounding community. While not all operators are able to use the currently available unleaded avgas, leaded avgas remains readily available from multiple suppliers a short distance away, and the County maintains a protocol to ensure that aircraft can quickly access leaded fuel for emergency purposes if necessary.

While these measures may be an incidental inconvenience for certain airport users, they are essential to prevent much more severe and even irreversible harms to young children living and going to school near the airport. Dr. Zahran's study evidences that Reid-Hillview Airport cannot be safely operated – that is, operated without exposing local children to unacceptable and unconscionable lead exposure risks – at previously prevailing levels of leaded fuel use. Eliminating leaded fuel sales and thereby lowering lead emissions from County airports mitigates the damaging health effects of leaded avgas exposures in these communities.

The Department of Transportation Should Coordinate with State and Local Governments and the EPA to Eliminate Lead Exposures from Avgas as Quickly as Possible

Congress has declared the safe operation of the national airport system the highest aviation priority.⁹ Ensuring safe aeronautical services is the FAA's fundamental mission. Yet its actions on leaded avgas threaten the opposite. In a December 22, 2021 letter and subsequent correspondence, the FAA requested that the County suspend its ban on the sale of leaded fuel, initiated an investigation into whether the ban violates multiple grant assurances to the FAA, and signaled that it may take judicial action to try to compel the County to continue selling leaded avgas. Continuing to allow the use of its property for the sale and distribution of leaded avgas would be incompatible with the County's fundamental obligations to protect the health and welfare of the community and operate its own airports in a safe manner.

* * *

The Biden-Harris Administration has promised to prioritize the protection of children's health and promotion of environmental justice, and it has directed federal agencies – including the Department of Transportation – to prioritize investments in disadvantaged communities. Toward this end, the U.S.

⁹ 49 U.S.C. § 47101(a)(1); *see also*, e.g., 49 U.S.C. § 40101(a)(1).

Letter to Pete Buttlegieg, Secretary, U.S. Department of Transportation

March 3, 2022

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Environmental Protection Agency (“EPA”) recently announced that it would open a long overdue rulemaking to issue a final endangerment finding for leaded avgas – the first step in regulating leaded avgas nationwide. While the County applauds this critical step, that longer-term effort does not obviate the need for tailored local measures to mitigate leaded avgas exposures in the most heavily burdened communities *now*.

The County respectfully requests that you instruct the FAA to support state, local, and federal agencies to protect communities from leaded avgas exposures with all possible speed. This includes:

- Closing the investigation and related administrative actions involving the County of Santa Clara’s restrictions on leaded avgas storages, sales, and dispensing.
- Coordinating with and supporting airport proprietors in taking measures to mitigate lead exposures from piston-engine aircraft operations.
- Supporting the EPA in issuing an affirmative endangerment finding for leaded avgas and coordinating with the EPA to expeditiously issue emission and fuel composition standards that will ban use of lead in aviation fuel as soon as feasible.
- Accelerating research, development, testing, and certifications for unleaded fuels to ensure access to unleaded fuels for all piston-engine aircraft.

We welcome the opportunity to meet with you to discuss these issues and to explore effective coordination on this public health crisis.

Sincerely,

DocuSigned by:
Jeffrey V. Smith

21E905DBD1084D7...

County of Santa Clara

Jeffrey V. Smith, County Executive
County Government Center 70 West
Hedding Street East Wing, 11th Fl.
San Jose, California 95110-1770

DocuSigned by:

James R. Williams

74FCE0CB79FA478...

James R. Williams, County Counsel
Jerett T. Yan, Deputy County Counsel
70 West Hedding Street, East Wing, 9th Floor
San Jose, California 95110-1770

DocuSigned by:

Stephanie L. Safdi

0A6A5AF07B2940C...

Deborah A. Sivas
Stephanie L. Safdi
Mathew Simkovits
Environmental Law Clinic
Mills Legal Clinic at Stanford Law School
559 Nathan Abbott Way
Stanford, California 94305

Attorneys for County of Santa Clara

Exhibit A

BOARD OF SUPERVISORS
 COUNTY COUNSEL
 OWNER
 TITLE COMPANY
 CONTROLLER
 PUBLIC WORKS

AGREEMENT IN SETTLEMENT
 AND COMPROMISE OF LITIGATION

This agreement is entered into by and between the COUNTY OF SANTA CLARA of the State of California (hereinafter referred to as "County") and EDWIGES L. TORRES and AMELIA TORRES (hereinafter referred to collectively as "Owners") and is based on the following:

WHEREAS, the County has heretofore commenced an action to condemn the hereinafter described lands of owners for county airport purposes; and

WHEREAS, the parties desire to settle and compromise such litigation;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. County agrees to buy and Owners agree to sell all that real property located in the City of San Jose, State of California, described as follows:

"PORTION of Lot 40 as said Lot is shown upon that certain Map entitled, "Map of Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57, and more particularly described as follows:

"Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 158.77 feet from the point of intersection of said center line of Swift Avenue with the centerline of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinabove referred to; thence running along said center line of Swift Avenue South 28° 44' East 64.76 feet to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemio Castro, et ux, by Deed recorded January 12, 1951 in Book 2132 of Official Records, page 540, Santa Clara County Records, thence leaving said line of Swift Avenue and running along the Northwesterly line of said Castro Parcel South 49° 51' West 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinabove referred to; thence along said dividing line North 40° 09' West 63.48 feet to a point in said dividing line which bears South 40° 08' East 165.16 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue hereinabove referred to; thence parallel with the said center line of Cunningham Avenue North 49° 51' East 349.44 feet to the point of beginning."

2. The purchase price for said property is Six Thousand Five Hundred Dollars (\$6,500.00) to be paid in the following manner:

(a) Upon passage of title to said property to the County, in conformity with paragraph 3 below, County will instruct the title company to release to owners the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00).

(b) After the removal by owners of all improvements located on said property together with the removal of all combustible materials and rubbish therefrom, as hereinafter described, County will instruct the title company to release to owners the sum of Two Hundred Fifty Dollars (\$250.00).

3. Owners agree to convey to County fee simple title to said property free and clear of all taxes, liens, encumbrances or defects of title with the following exceptions only:

(a) The lien of real property taxes for the 1963-64 fiscal year will be prorated as of the date of passage of title to County.

(b) The County will take title subject to encumbrances numbers 2 (public street easement), 3 (power line easement) and 4 (electric and telephone easements) as shown upon Title Insurance and Trust Company preliminary report number 240583, dated October 8, 1962.

4. The Owners shall be permitted to remain upon the property for the purpose of salvaging and removing therefrom all improvements located on said property. The Owners do hereby agree to vacate the property and to completely clear the same of all improvements, all rubbish and all combustible materials, at no additional cost or expense to the County other than as provided

in paragraph 2(b) above, all of which shall be completed no later than August 1, 1964. In the event that said clearance and removal is not completed on or before August 1, 1964, the Owners shall have no further right to the Two Hundred Fifty Dollars (\$250.00) described in paragraph 2(b) hereinabove and County shall be privileged to retain the same free of all claims of Owners.

5. County will deposit the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) in escrow with Title Insurance and Trust Company, San Jose, with instructions to disburse the same to Owners after recordation of a grant deed to County and issuance of a policy of title insurance in accordance with paragraph 3 hereinabove. County will deposit the additional sum of Two Hundred Fifty Dollars (\$250.00) in escrow for disbursement to Owners upon Owners' compliance with paragraph 4 hereinabove on or before August 1, 1964.

6. Owners agree to indemnify and hold County harmless from any and all loss or liability arising from Owners' possession or use of the premises or activities in clearing the same as described hereinabove.

7. County will pay costs of title insurance, and revenue stamps if needed, upon the deed.

8. This agreement shall be binding on the successors of the parties hereto.

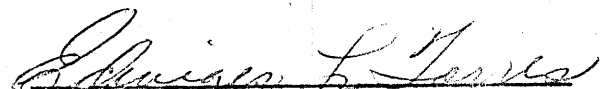
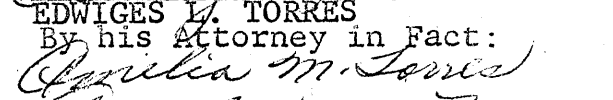
IN WITNESS WHEREOF, the parties have affixed their signatures on June 10, 1964.

COUNTY OF SANTA CLARA
of the State of California

By _____
Chairman, Board of Supervisors

"County"

RSH:cw - 6-10-64


EDWIGES L. TORRES
By his Attorney in Fact:

AMELIA TORRES

**

"Owners"

** A General Power of Attorney recorded in the Office of the County Recorder, Santa Clara Co., Calif. on June 10, 1964, ~~xxxxxxx~~ at 8:50 a.m., #2644178.

Project: Reid's Hillview

Parcel No.: 14-13

Grantor: Torres

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Edwiges Lozam Torres and Amelia Torres, his wife

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of

(\$ _____).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except Exceptions 2, 3 and 4 of preliminary title report #240583 dated October 8, 1962

and agrees that said deed will be deposited with the T.I. & Trust Title Insurance Company in escrow account no. 240583 not later than 60 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this _____ day of _____, 19____.

Owner

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

9/29/61

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled, "Map of Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57, and more particularly described as follows:

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 158.77 feet from the point of intersection of said center line of Swift Avenue with the centerline of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinabove referred to; thence running along said center line of Swift Avenue South $28^{\circ} 44'$ East 64.76 feet to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemio Castro, et ux, by Deed recorded January 12, 1951 in Book 2132 of Official Records, page 540, Santa Clara County Records, thence leaving said line of Swift Avenue and running along the Northwesterly line of said Castro Parcel South $49^{\circ} 51'$ West 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinabove referred to; thence along said dividing line North $40^{\circ} 09'$ West 63.48 feet to a point in said dividing line which bears South $40^{\circ} 08'$ East 165.16 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue hereinabove referred to; thence parallel with the said center line of Cunningham Avenue North $49^{\circ} 51'$ East 349.44 feet to the point of beginning.

I.R.S. 87.15

Grant Deed Individual

3052055



EDWIGES LOZANO TORRES and AMELIA TORRES, his wife, joint tenants,

the first parties, hereby GRANT TO the COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the second party, all that real property situated in the

County of Santa Clara, State of California, described as follows:

BOOK 6551 PAGE 461
Request of
Title Insurance and Trust Co.
JUN 22 1964
PAUL R. TELLER, Recorder,
Santa Clara County, Official Seal
Above space for Recorder

PA

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled "Map of Subdivision of the Fillmore Tract" which Map was recorded February 14, 1888 in the Office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon S. 28° 44' E. 158.77 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 50 feet wide, as said Avenues are shown upon the recorded Map hereinafter referred to; thence running along said center line of Swift Avenue S. 28° 44' E. 64.76 feet; to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemo Castro, et ux, by Deed recorded January 12, 1931 in Book 2132, page 540 Official Records; thence leaving said center line of Swift Avenue and running along the Northwesterly line of said Castro parcel S. 49° 51' W. 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinafter referred to; thence along said dividing line N. 40° 09' W. 63.48 feet to a point in said dividing line which bears S. 40° 09' E. 165.15 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue, hereinabove referred to; thence parallel with the said center line of Cunningham Avenue N. 49° 51' E. 309.44 feet to the point of beginning.



WITNESSETH that on this 17th

day of June, 1964.

Edwiges Lozano Torres
EDWIGES LOZANO TORRES
By his Attorney in fact,
Paul R. Teller
PAUL R. TELLER
Recorder
Santa Clara County, California

TO 44 C

(Attorney in Fact)

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On June 17, 1964 SS.

8006551 ME 462

(M)

signed, a Notary Public in and for said State, personally appeared

AMELIA TORRES before me, the under

known to me to be the person, whose name is

subscribed to the within instrument, as the attorney-in fact of

and acknowledged to me she subscribed the name of

EDRIGES LOZANO TORRES

person and she subscribed the name of

EDRIGES LOZANO TORRES

Witness my hand and official seal, this 17th day of

June 1964, at Santa Clara, California.

G. W. MALE

Name (Typed or Printed)

Notary Public in and for said State

2852005 JUN 22 64

CERTIFICATE OF ACCEPTANCE
(GOVERNMENT CODE SECTION 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 16th day of June 196 4.

By: James T. Bell
~~James T. Bell~~ Director of Public Works
County of Santa Clara

JRK:o's

2



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 8, 1962

Fee: \$52.50

IMPORTANT

When replying refer to
Our No. 240583

- . Department of Public Works
- . 20 West Rosa Street
- . San Jose, California

Hillview Airport
Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m.

B.M. Blanchard

B.M. BLANCHARD

Title Officer

Vestee:

**EDWIGES LOZANO TORRES and AMELIA TORRES,
his wife, as joint tenants**

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue.
- Third:** Right to erect, construct, reconstruct, replace, repair, maintain and use for the transmission and distribution of electricity, a single line of towers, and suspended upon and supported by such towers, all wires which the Grantee may from time to time deem to be reasonably required for those purposes, and telephone and telegraph wires for the private use of the Grantee, and all necessary and proper cross-arms, braces, connections, fastenings and other appliances and fixtures for use in connection with said towers and wires, and also a right of way along the same, extending across premises as follows:

Beginning at a point in the Northwesterly boundary line of said Lot 40, (Said Boundary Line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (Said intersection being marked by the intersection of fences now upon the ground) bears South 7° 39' East 35.7'

distant, and running thence South 39° 20' East 1300' more or less, to a point in the Southwesterly boundary line of said Lot 40,

as granted by John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, by instrument dated December 20, 1932 and recorded February 11, 1933 in Book 638 of Official Records, page 360.

Said instrument recites in part as follows:

Said Grantor, for the consideration aforesaid does further grant unto said Grantee, its successors and assigns, the right, easement or servitude of using said right of way for any and all purposes connected with the erection, construction, reconstruction, replacement, repair, maintenance and use, for the purposes aforesaid, of such towers, wires and appurtenant structures; and also the right of ingress to and egress from said right of way by a practicable route or routes across the aforesaid lands of said Grantor.

The Grantee hereby agrees that all transmission wires to be suspended on said towers of the Grantee shall be maintained at least 30', and all telephone and telegraph wires at least 25', above the average natural surface of the ground at the lowest part of such respective wires.

In exercising the right of ingress and egress hereby granted the Grantee, shall, whenever practicable, use existing roads or lanes, and shall repair any damage which may be caused by its use thereof.

The Grantee in the exercise and enjoyment of the rights hereby granted, shall avoid unreasonable interference with such use by the Grantor and the latter's successors in estate of the aforesaid right of way for mining and agricultural purposes as is not inconsistent with the Grantee's full enjoyment of the rights hereby granted; provided, however, that the Grantor and the latter's successors in estate shall not erect or construct, or permit to be erected or constructed, any building or other structure, or drill or operate any water, or oil, well, within 15 feet of the above described line.

Fourth: Right of Way for electric and Telephone transmission line over the Northeasterly 6 feet of Lot 40 hereinafter referred to, as granted by Anton J. Bondesen, et ux, to Pacific Gas and Electric Company, and The Pacific Telephone

and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 of Official Records, page 270, and reference is hereby made to the record thereof for further particulars.

Fifth: Agreement by Amelia M. Torres with Board of Supervisors, County of Santa Clara, State of California, dated April 2, 1956 and recorded April 5, 1956 in Book 3458 of Official Records, page 413, Recorder's Serial Number 1196563, wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid which sums are to constitute a lien on premises.

Agreement recorded October 21, 1957 in Book 3917 of Official Records, page 323, Recorder's Serial Number 1395325, subordinates the lien of the above Agreement to Reimburse to the Deed of Trust shown herein as Exception No. 6.

Sixth: Deed of Trust by Edwiges Lozano Torres and Amelia Torres, his wife, to City Title Insurance Company, a California corporation, as Trustee, to secure the payment to Carlos Franco and Magdalena Franco, his wife, of \$3,800.00 and additional advances, dated October 1, 1957 and recorded October 21, 1957 in Book 3917 of Official Records, page 321, Recorder's Serial Number 1395323.

The beneficial interest under the above Deed of Trust now stands of record in County of Santa Clara.

Seventh: Deed of Trust by Edwiges L. Torres and Amelia Torres, his wife, to Vera R. Reek, as Trustee, to secure the payment to County of Santa Clara, of \$434.80 and additional advances, dated October 1, 1957 and recorded October 21, 1957 in Book 3917 of Official Records, page 324. Recorder's Serial Number 1395326.

Eighth: Deed of Trust by Edwiges Lozano Torres also known as Edwiges L. Torres and Amelia Torres, his wife, to City Title Insurance Company, a California corporation, as Trustee, to secure the payment to Garden City Disposal Service, Inc., a corporation, of \$500.00 and additional advances, dated October 2, 1957 and recorded October 21, 1957 in Book 3917 of Official Records, page 326, Recorder's Serial Number 1395327.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose, as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-13. Code Number 44-75.

First installment	\$42.45
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Second installment	\$42.45
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Note 3: The above Vestees acquired title to premises by Deed from Carlos Franco and Magdalena Franco, his wife, dated September 12, 1957 and recorded October 21, 1957 in Book 3917 of Official Records, page 320, Recorder's Serial Number 1395322, and to which Deed there were affixed Revenue Stamps in the sum of \$4.95.

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$600.00
Assessed value improvements	400.00
Assessed value personal property	NONE

The address of the above vestee as disclosed by the County Tax Rolls for the fiscal year 1961-62 is 193C Swift Lane, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

et/jf

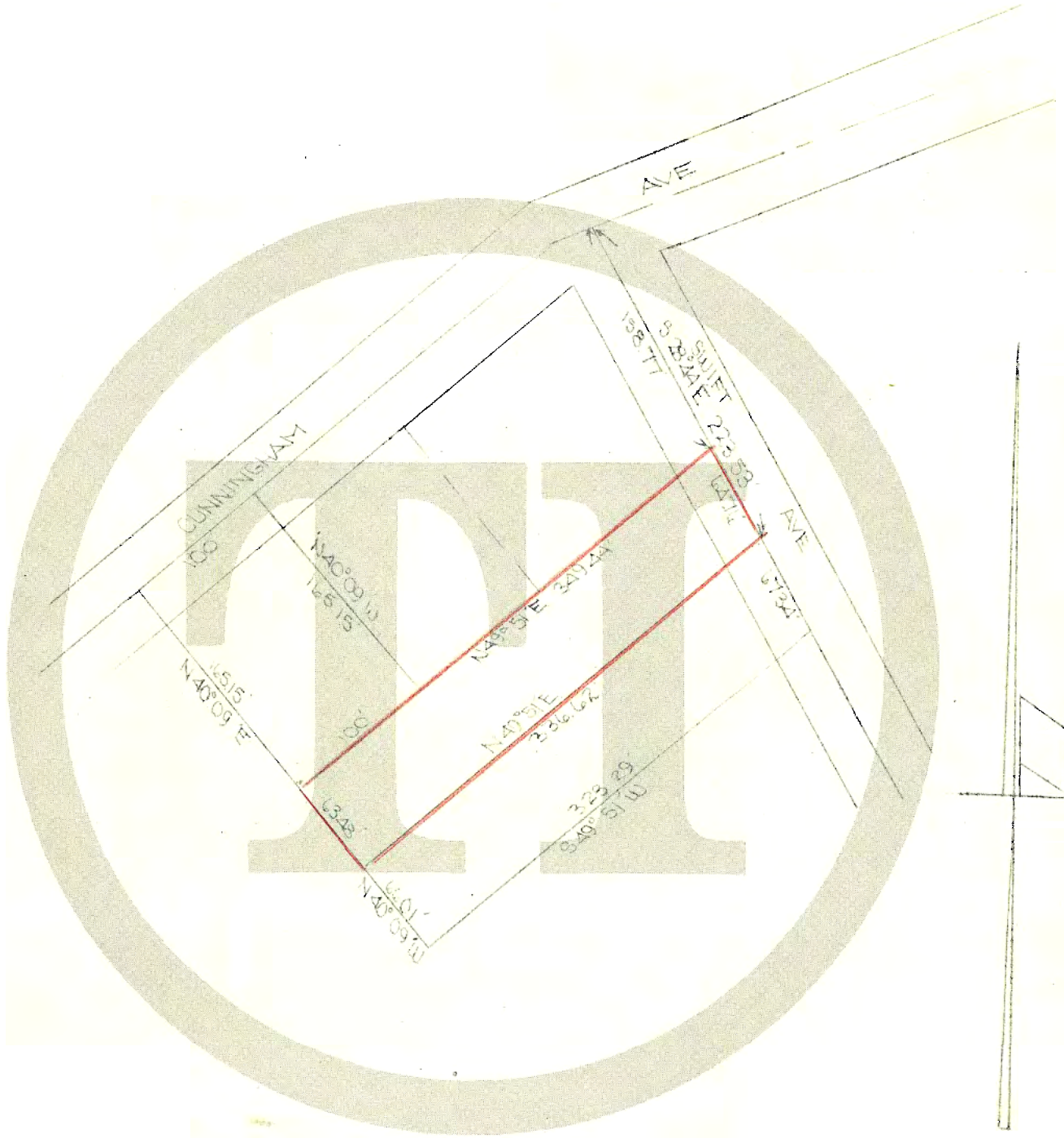
5 copies to Dept. of Public Works

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled, "Map of Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57, and more particularly described as follows:

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 158.77 feet from the point of intersection of said center line of Swift Avenue with the centerline of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinabove referred to; thence running along said center line of Swift Avenue South $28^{\circ} 44'$ East 64.76 feet to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemio Castro, et ux, by Deed recorded January 12, 1951 in Book 2132 of Official Records, page 540, Santa Clara County Records, thence leaving said line of Swift Avenue and running along the Northwesterly line of said Castro Parcel South $49^{\circ} 51'$ West 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinabove referred to; thence along said dividing line North $40^{\circ} 09'$ West 63.48 feet to a point in said dividing line which bears South $40^{\circ} 08'$ East 165.16 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue hereinabove referred to; thence parallel with the said center line of Cunningham Avenue North $49^{\circ} 51'$ East 349.44 feet to the point of beginning.



PTN LOT 40

FILLMORE TR

DETAIL LOT C/57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid Hillview Parcel No.: 14-10
 Grantor: Guadalupe G. Garcia Telephone: _____ Entire Area: _____
 Property Address: Box 1931 Cunningham Ave. S.J. 6768 sq. ft. or 0.155 ac
 Mailing Address: Rt. 7 Box 1931 Part Required: _____
 Jurisdiction: San Jose Remainder: A 11 sq. ft. or 0.155 ac
 _____ None _____ None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.22</u>	196	196 <u>2</u>	Deposit	Settlement
Acre: \$ <u>9,583.00</u>				
Land Acquired:				
Sq. Ft.: <u>6768</u>		1,500		\$ 1,500
Acre: <u>0.155</u>				
Improvements:		7,500		\$ 7,500
Severance:				
Benefits:				
Other Consideration:				

Total Consideration - Offset by Benefits: 9,000 9,000

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. x Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. Salvage Bldgs.
 7. x Continued Occupancy
 8. Settlement Justification
 9. x Title Exceptions
 10.
 11.
 12.

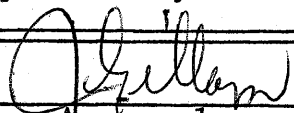
Title Co.: _____ Title Insurance
 # 240595 Date: 10/23/62
 Grantor Acquired Date: 2/59
 I.R.S. 8.25
 Appraised by: Staff
 Date: 11/62
 Type of Title: Fee
 Zoning: R-1
 Access Rights: -
 Suit Filed: No
 O.I.P. : -
 Agreements: Attached
 Resolutions: -
 Deeds: In R/W File Maps: _____
 Negotiating Agent: Walter J. Doyle
 Dep. County Counsel: Robert Sturges

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
<u>4</u>	<u>928</u>	<u>16</u>	<u>Poor</u>

1. One Story frame residence. This house will have little or no Salvage value. The owner was told orally that he could salvage any material that he wanted to.
7. The owner was granted the right to continue occupancy until June 24, 1963 Rent free.
9. The County will take subject to:
 - (2.) Road Easement.
 - Clear:
 - (1.) Taxes
 - (3.) Judgement (Statement of Identity attached)
 - (4.) County Lien (Grantor Claims to have receipts showing this item has been paid)
 - (5.) Trust Deed

Auth. case of agent.
1-14-63
 ITEM No 32c
 ENC No 30


 Approval

To County Counsel:
 Agenda: 1/14/63 Item# _____

OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: August 3, 1964

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

This should be
13

Deed of Reconveyance,
Enclosed are a deed and title insurance policy
for your permanent records for the following property
acquisition:

Project: Reid-Hillview Airport

Parcel No.: 3511-14-3

Grantor: Edwiges Torres

Deed Recorded: Date: 6-22-64 (Reconveyance - 6-18-64)
Book: 6551 6548
Page: 461 194

Tax cancellation forms have been forwarded to
Assessor's Office (8-3-64).

SPENCER M. WILLIAMS
County Counsel

By Richard S. Harrison
Deputy County Counsel

cw

Copies:

~~Public Works - Right of Way Section~~
County Counsel

county of santa clara

Reid Hillman



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

June 18, 1964

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Title Insurance & Trust Company
66 North First Street
San Jose 13, California

Re: Order #240583 (Torres)

Gentlemen:

The County is purchasing the property covered by the above order number and this letter will constitute the County's escrow instructions.

Enclosed are a warrant in the sum of \$6,250, a copy of the purchase agreement and a certificate accepting deed. You are instructed to disburse the proceeds of the warrant only after having recorded a grant deed and issued a policy of title insurance showing title to be in the county free and clear of all taxes, liens, encumbrances or defects of title, with the following exceptions only:

- 1) Real property taxes for the 1963-64 fiscal year are to be prorated and cancelled as of the date of close of escrow.
- 2) The County will take the property subject to encumbrances number 2 (public road easement), number 3 (power line easement) and number 4 (electric and telephone right of way).

All other encumbrances are to be removed. In this connection, the following information is submitted:

Encumbrance #5 (Welfare Agreement to Reimburse) can be cleared by the recordation of a release of lien, which was furnished to the sellers by the County in 1960 and which we understand they will deposit in escrow now, to be recorded.

COPY

Title Insurance & Trust Company
June 18, 1964
Page 2

Encumbrance #6 (a deed of trust in which the beneficial interest has been assigned to the County of Santa Clara). The note has been paid in full and is enclosed herewith, endorsed "Paid in full" and signed by Richard W. Capron who is the Collections officer of the County Welfare Department.

Encumbrance #7 (Deed of Trust) A deed of reconveyance was recorded June 18, 1964, under Recorder's serial number 2650355, so this encumbrance should be removed.

Encumbrance #8 (Deed of Trust for benefit of Garden City Disposal Service) Paul Madsen, of Garden City, advises that this has been paid in full but apparently no reconveyance was ever recorded. This should be done.

The County will pay the cost of title insurance and revenue stamps. The sellers are represented by Mr. Garvin Hale, Attorney at Law, 633-635 North First Street, San Jose.

For purposes of promptly cancelling taxes, I would appreciate your advising me by telephone on the day escrow closes of the Recorder's serial number on the deed. Kindly send the recorded deed and title policy to me.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

encl: Warrant (\$6,250)
Agreement
Certificate Accepting Deed
Promissory Note

cc: ~~Department of Public Works~~
Right of Way Section

June 16, 1964

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid-Hillview Airport-Edwiges Torres, 3511-14-13

Dear Mr. Williams:

Attached are the following papers:

- Deed IN ESCROW
- Certificate of Acceptance
- Rental Letter
-

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

Attachment

January 13, 1964

Garvin W. Hale, Attorney at Law
633-635 North First Street
San Jose 12, California

Subject: Reid Hillview Airport - 3511-14-13
S.C.C. No. 148906 - County of Santa Clara
vs. Torres, et al

Dear Sir:

Thank you for your letter of January 9th setting forth your counteroffer of \$9,200.00 for settlement of the above-referenced matter.

Please be advised that your counteroffer is not acceptable.

Very truly yours,

Justin F. Mitchell

JFM:fm

COPY

GARVIN W. HALE
LAWYER
633-635 NORTH FIRST STREET
SAN JOSE 12, CALIFORNIA
CYPRESS 7-3777

January 9, 1964

Mr. Justin F. Mitchell
Department of Public Works
Santa Clara County Office Building
20 West Hedding Street
San Jose 10, California

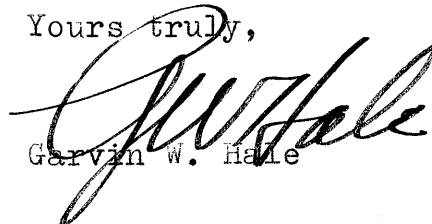
Re: Reid Hillview Airport - 3511-14-13
S.C.C. No. 148906 - County of Santa Clara v.
Torres, et al.
Your letter of December 12, 1963

Dear Sir:

Please forgive my delay in answering your letter of December 12th. However, we have not had an opportunity to clear up our correspondence until the present time.

Your letter has been received and the contents thereof noted. My clients have refused to accept the sum of \$5500.00, and have directed me to inform you that they are willing to settle the matter for \$9200.00. If we could have your check in that amount by return mail the matter could be settled without any further difficulty.

Yours truly,



Garvin W. Hale

GWH/C

December 12, 1963

Mr. Garvin W. Hale
Attorney at Law
633 North First Street
San Jose 12, California

Subject: Reid Hillview Airport - 3511-14-13
S.C.C. No. 148906 - County of Santa Clara vs.
Torres, et al.

Dear Sir:

Reference is made to our telephone discussion of December 11, 1963, concerning the above-referenced matter and my reaffirmation of the County's outstanding offer for settlement in the amount of \$5,500.00.

Please be advised that if said offer is not accepted prior to December 23, 1963, it will be withdrawn as of that date.

Very truly yours,

JUSTIN F. MITCHELL
Right of Way Agent

JFM;o's

cc: Mr. El L. Torres

COPY

GARVIN W. HALE
LAWYER
633-635 NORTH FIRST STREET
SAN JOSE 12, CALIFORNIA
CYPRESS 7-3777

August 29, 1963

Mr. Thomas N. McCreedy
Right-of-Way Agent
Department of Public Works
County of Santa Clara
20 West Rosa Street
San Jose 10, California

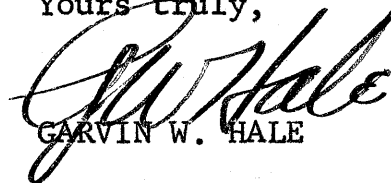
Re: Condemnation of Torres Property
Our conversation of June 19, 1963

Dear Mr. McCreedy:

Would you be kind enough to come into the office at your earliest convenience, in order that we may discuss the above described property and attempt to arrive at a settlement before you file suit for condemnation.

Your cooperation in this matter will be greatly appreciated.

Yours truly,


GARVIN W. HALE

GWH:af

cc: Mr. Edwiges Torres

Impr & Cronius 9 A.M. Thursday 12th Sept
"\$9,250 apppr by Phersby", 42.8% to
#750 for Impr

17832
42.8
158656
39664
79328
0249096

July 10, 1963

Mr. Spencer M. Williams
County Council
County of Santa Clara
70 West Roca Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tabares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12,13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1963

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed data sheet for our right of way file.

Please advise if any further documents or other information is needed.

Very truly yours,

E. B. HODGE
Chief Right of Way Agent

KMM:TKH:013

Enclosures

COUNTY OF SANTA CLARA

BUREAU OF COLLECTIONS

WELFARE DEPARTMENT

July 1, 1963

45 WEST ST. JAMES STREET
SAN JOSE 14, CALIFORNIA

• Mr. T. N. McCready
Public Works

TORREZ, Edwiges & Amelia Co. Hosp. 98455


ESCROW NO.

Confirming our recent telephone conversation, the demand of the County of Santa Clara is as follows:

WELFARE	\$ none
HOSPITAL.	\$ none
Total.	\$

Please make check payable to the County of Santa Clara, care of my attention, 45 West. St. James Street, San Jose.

Please notify our department where release is to be sent.


 J. B. EVANS, SUPERVISOR
 09

GARVIN W. HALE
LAWYER
633-635 NORTH FIRST STREET
SAN JOSE 12, CALIFORNIA
CYPRESS 7-3777

June 4, 1963

Santa Clara Co. Public Works Dept.
County Administration Building
70 West Rosa Street
San Jose, California

Re: Edwiges Torres
Condemnation of his property at 2041 Swift Avenue

Dear Sirs:

Mr. Edwiges Torres has retained me to represent him with regard to the matter of the purchase of his property by the County of Santa Clara. Mr. Torres' property is located at 2041 Swift Avenue adjacent to Reid Hillview Airport. Mr. Torres informs me that he has in excess of \$6,500.00 invested in his property: that he has worked many years to acquire this one-half acre which is a home for him and his family: that for him to acquire like property will cost him approximately the sum of \$16,000.00.

Would you be kind enough to have your people deal with me in connection with Mr. Torres' property?

Mr. Torres does expect that the County of Santa Clara will deal fairly with him, and, if it wishes to condemn his property for public use, that Santa Clara County will conform to the law, and, compensate him adequately therefor.

Yours truly



GARVIN W. HALE

GWH:af

cc: Mr. Edwiges Torres



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: E. Torres
Project: Reid-Hillview Airport
Parcel No.: 3511-14-13
Escrow No.: 240583

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from August 27, 1962 the date of our preliminary report to *June 3, 1963* at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. G. Rayland, Title Officer

December 12, 1963

Mr. Garvin W. Hale
Attorney at Law
633 North First Street
San Jose 12, California

Subject: Reid Hillview Airport - 3511-14-13
S.C.C. No. 148906 - County of Santa Clara vs.
Torres, et al.

Dear Sir:

Reference is made to our telephone discussion of December 11, 1963, concerning the above-referenced matter and my reaffirmation of the County's outstanding offer for settlement in the amount of \$5,500.00.

Please be advised that if said offer is not accepted prior to December 23, 1963, it will be withdrawn as of that date.

Very truly yours,

JUSTIN F. MITCHELL
Right of Way Agent

JFM;o's

cc: Mr. E. L. Torres

COPY

File

To Mr. [unclear] [unclear] DATE 6-4-63
FROM Hodge SUBJECT Reid Hillview
Jones property

Mr. Garvin Hale, Attny
633 No. 1st St
cy 7-3777

called this date to discuss acquisition.
I told him you were on vacation
but would contact him on your
return.

SIGNED E. D. Hodge

PLEASE REPLY HERE

To _____ DATE _____

SIGNED _____

INSTRUCTIONS - FILL IN TOP PORTION, REMOVE DUPLICATE (YELLOW) AND FORWARD REMAINING PARTS WITH CARBONS. TO REPLY, FILL IN LOWER PORTION AND SNAP OUT CARBONS. RETAIN TRIPPLICATE (PINK) AND RETURN ORIGINAL.

Home about 2-23

CL 12542

2044 Smith

Made several attempts to contact Mr. Torres. He will call
he want to talk

2/20/63 made apt for 3 P. Mr. Wason says I could not be disturbed

4³⁰ Called back. Mr. was awakened. He was like a bear who has
been disturbed in the middle of winter. Offered \$4500 & showed him
Samuel's appraisal of that figure. He is going to get legal advice
& then contact me. Call again in 2-3 weeks

3/16/63 Phoned no satisfaction. See later this week

3/19/63 Mr. Ames atty for owner phoned for apt 294 4077
888 N 1st St. S.J. Em 301

3/21/63 Met Mr. Ames & his partner Mr. Bean atty. renewed offer of \$4500
Then came up to \$5000. Atty will talk to client and make

3/29 Mr. Ames said Torres cannot make up his
mind. Suggest filing

6/19 Offered \$5,500 & said we were filers.
Atty says he will trust ann & make Torres take \$8,000

10-7-63 Hale says he may get Torres to take \$8500. Would like to be quick. Gave Hale copy of papers that I will be sending on Torres

10-14-63 Served Mrs Torres. Her husband asleep. Cannot be disturbed

10-17-63 Woke Mr Torres up. Served summons.

W 12-11-63 Phoned Atty Hale. He says we could make quick deal at \$7,500. S. Appraiser can support \$9000 + with H & B val for airport. Told him our price stands at \$5,500. EDH says write letter

OFFICE MEMO

Date _____

To W. H. C. C. C.

From H. H. H.

Subject _____

Process for release of
escrow funds.

[Handwritten signature]

Date: 6/27/63

To: Right of way

From: B. J. P. P. P. P. P. Dept: _____

SUBJECT: Box 1931 Cunningham

MEMORANDUM

County of Santa Clara

Dept: _____

Guadalupe Garcia

FORM PD 14

This is to certify that this day I inspected the above named premises & found them O.K. as per data sheet. You may return his \$100.00 withheld in escrow

Ex. #240595.

B. J. P.
address - 499 Gregory St
San Jose

June 27, 1963

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Reid-Hillview - Garcia - Escrow 24095⁵

Gentlemen:

You are hereby authorized to release funds in the amount of \$100.00 that you are holding subject to proper vacation of the premises by the former owner.

Very truly yours,

GEORGE H. MILLER
Senior Right of Way Agent

GHM:o's

COUNTY OF SANTA CLARA

Office of the COUNTY COUNSEL

SPENCER M. WILLIAMS

COUNTY COUNSEL

JOHN R. KENNEDY

WILLIAM M. SIEGEL

ASSISTANT COUNTY COUNSELS

DEPUTIES:

JOAN A. SYMON

ROBERT S. STURGES

ROBERT P. MCNAMEE

RICHARD S. HARRISON

JOHN B. GUNN

SELBY V. I. BROWN, JR.

MARVIN G. HALN

GERALD J. THOMPSON

JOSEPH G. SCHUMB, JR.

BOND & TAX CLERK

DOROTHY V. FANNING

ZONING INVESTIGATOR

ROBERT R. FEDDE

COUNTY ADMINISTRATION BUILDING

70 WEST ROSA STREET

SAN JOSE 10, CALIFORNIA

TELEPHONE CYPRESS 9-2111

February 1, 1963

Title Insurance and Trust Company
Santa Clara County Office
66 North First Street
San Jose 13, California

Re: County of Santa Clara vs. Guadalupe G. Garcia,
et al., Escrow No. 240595 (Reid-Hillview)

Gentlemen:

Enclosed is a warrant in the sum of \$9,000.00 which you are authorized and instructed to disburse to the sellers of the property described in the above-numbered preliminary title report. When you can issue to the County of Santa Clara a title insurance policy in the said sum insuring a fee title in the County free and clear of all liens and encumbrances except those listed in paragraph two; (right of public to use roadway) of the said preliminary title report dated August 27, 1962.

A copy of the agreement is enclosed, and you will note that taxes are to be prorated as of the close of escrow.

Please send the recorded deed, your policy and your closing statement to me all at the same time.

Yours very truly,

SPENCER M. WILLIAMS,
County Counsel

By
Robert S. Sturges
Deputy County Counsel

RSS:blm

encl: deed

Warrant

Cert. of Accept.

Agreement

cc:

Dept. of Public Works
Right of Way Section

COPY

STATEMENT OF IDENTITY

No. 240595

This Statement must be SIGNED PERSONALLY by each party to the transaction and by BOTH HUSBAND AND WIFE before a Policy of Title Insurance can be written. WHEN FILLED IN COMPLETELY it will serve to establish, identify and facilitate elimination of matters affecting persons of similar name.

I am the ^{(Owner of} ~~purchaser of property described as~~ ~~lender upon~~ 2456 CUNNINGHAM Ave S.J.

the street address of which is Street, City of

I hereby make the following statement of facts:

Full name GUADALUPE GONZALEZ GARCIA (First name) (Full middle name) (Last name) (if none, indicate)

Day and month of birth Oct 29, 1930 Birthplace Aguascalientes, Mex

If naturalized (date) (place of naturalization) -

Full name of Spouse DOMINGA FLORES GARCIA (First name) (Full middle name) (Last name) (if none, indicate)

Day and month of birth October 18, 1926 Birthplace Chicago Ill.

If naturalized (date) (place of naturalization) -

When married 1/1/53 Where married Aguascalientes

Maiden name of wife DOMINGA FLORES

Residence during past five years: 2/59 to Present 2456 CUNNINGHAM Ave S.J. 3 yrs 9 mos. 2/56 to 2/59 805 Felipe S.J. one year. 2/57 to 2/58 104 SHERIDAN ST. PALO ALTO - one year. Number and Street City From (date) To (date)

Present Address: 2456 CUNNINGHAM Ave S.J.

I am not acting, in this transaction, for or on behalf of any foreign country, transactions with which have been "blocked" or subjected to regulation by the United States Government, nor for or on behalf of any resident or citizen of any such country, nor for or on behalf of any company organized in or controlled by residents or citizens of any such country, nor by or on behalf of any person or firm included in "The Proclaimed List of Blocked Nationals".

My signature can be verified by BANK of AMERICA MAIN Branch S.J. (Give name of bank (branch or department) or employer, where signature has been known for at least two years)

Authority to verify is hereby given

Signature Guadalupe G. Garcia Signature Domingo V. Garcia

Dated 12/20/62

Business Telephone

Res. Telephone CL89049



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 23, 1962

IMPORTANT

When replying refer to
Our No. 240595

Fee: \$52.50

Your No.

Hillview Airport

Department of Public Works
20 West Rosa Street
San Jose, California

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. Blanchard Title Officer

Vestee: **GUADALUPE G. GARCIA and DOMINGA F. GARCIA,**
his wife, in joint tenancy

Exceptions:

- First:** Taxes for the fiscal year 1962-63 now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.
- Third:** Abstract of Judgment in the Municipal Court for the San Jose-Alviso Judicial District, County of Santa Clara, State of California, for \$174.78 together with interest and costs, against Guadalupe Garcia, in favor of Charles McCarty, doing business as Stores Collection Bureau, docketed June 20, 1952, recorded June 23, 1952 in Book 2557 Official Records, page 487, (Recorder's Serial Number 805159). Case No. 1073.
- Fourth:** Agreement to Reimburse by Mrs. Dominga F. Garcia with Board of Supervisors, County of Santa Clara, State of California, dated December 14, 1954, recorded January 7, 1955 in Book 3052 Official Records, page 486, (Recorder's Serial Number 1041557), wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.
- Fifth:** Deed of Trust by Guadalupe G. Garcia and Dominga F. Garcia, his wife, to Valley Title Company of Santa Clara County, a corporation, as Trustee, to secure the payment to Catarino Carlos and Mary V. Carlos, his wife, as joint tenants, of \$7,000.00 and additional advances, dated February 3, 1959, recorded February 6, 1959 in Book 4316 Official Records, page 144, (Recorder's Serial Number 1583518)

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

- Note 1: The above vestees acquired title to premises by Deed from Catarino Carlos and Mary V. Carlos, dated February 2, 1959, recorded February 6, 1959 in Book 4316 Official Records, page 143, and to which Deed there were affixed Revenue Stamps in the sum of \$8.25.
- Note 2: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.
- Note 3: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-10. Code Number 44-75.

First installment	\$54.52
Second installment	\$54.52

- Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value of real estate	\$500.00
Assessed value of improvement	800.00
Assessed value of personal property	none

The address of the above vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Rt. 7 Box 193 I, Cunningham Avenue, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see Exhibit A attached hereto and made a part hereof.

et/mf

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Cunningham Avenue, distant thereon South $68^{\circ} 12'$ West 30.22 feet and South $49^{\circ} 51'$ West 202.45 feet from the point of intersection of said center line of Cunningham Avenue with the center line of Swift Avenue, as shown upon the Map hereinafter referred to; thence running along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 50.00 feet; thence leaving said center line and running parallel with the line dividing Lots 39 and 40, as shown upon the Map hereinafter referred to, South $40^{\circ} 09'$ East 165.15 feet; thence parallel with the center line of Cunningham Avenue, North $49^{\circ} 51'$ East 50.00 feet; thence parallel with the line dividing said Lots 39 and 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning, and being a portion of Lot 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

GARCIA TI 240585
840599 ver
9.90

234-055
Application No.

LIBER 5907 PG 28

2348055

Grant Deed Individual
GUADALUPE G. GARCIA and DOMINGA F. GARCIA

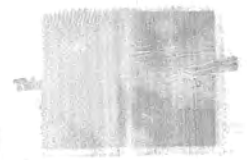
LIBER 5907 PG 28
At the request of
This Deed was filed for Record
FEB 15 1933
PAUL H. WILKIN, Recorder
Santa Clara County, California

the first part **ies**, hereby GRANT TO
COUNTY OF SANTA CLARA,
State of California
the second part **y**, all the real property situated in the
County of Santa Clara, State of California, described as follows:

EXHIBIT A

All that certain real property situated in the City of San Jose,
County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Cunningham Avenue,
distant thereon South 49° 12' West 39.22 feet and South 49° 12'
West 202.45 feet from the point of intersection of said center
line of Cunningham Avenue with the center line of said center
line as shown upon the Map hereinafter referred to; thence running
along said center line of Cunningham Avenue, South 49° 12' West
50.00 feet; thence leaving said center line and running parallel
with the line dividing Lots 39 and 40, as shown upon the Map
hereinafter referred to, South 40° 09' East 163.15 feet; thence
parallel with the center line of Cunningham Avenue, North 49°
51' East 30.00 feet; thence parallel with the line dividing
said Lots 39 and 40, North 40° 09' West 163.15 feet to the
point of beginning, and being a portion of Lot 40, as shown
upon that certain Map entitled, "Map of the Subdivision of
the Fillmore Tract", which Map was filed for record in the
office of the Recorder of the County of Santa Clara, State
of California, on February 14, 1906 in Book C of Maps, at
page 37.



WITNES Their seals this 20th
DAYS AND DELIVERED IN THE PRESENCE OF

Walter J. Day

in & December 1933
Guadalupe G. Garcia
Dominga F. Garcia

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this _____ day of _____, 19____, before me,
a Notary Public in and for said County and State, personally appeared

In the presence of _____ who name _____ subscribed to the foregoing instrument, and acknowledged to me that _____
Notary Public

County of Santa Clara
On this 15th day of December 1956 in the year one thousand nine hundred and 56 before me

Walter J. Boyke a Notary Public in and for the County of Santa Clara
State of California, residing therein, duly commissioned and sworn, personally appeared

Walter J. Boyke known to me to be the person whose name is subscribed to the within instrument

as witness thereto, who, being by me duly sworn, deposed and said that he

deposed and said that he reads the the County of Santa Clara State of California

that he reads the Guadalupe E. Garcia and Domingo P. Garcia

(personally known to him) to be the person identified to and who executed the said

within instrument as parties Garcia, sign, seal, and deliver the same that the said

Guadalupe E. Garcia and Domingo P. Garcia

fully acknowledged in the presence of said officer that they executed the same and that him the said officer

Domingo P. Garcia subscribed his name to the within instrument

IN WITNESS WHEREOF I have hereunto set my hand and official seal and to the County of Santa Clara the day and year to this certificate first above written.

Ernest Garcia
Notary Public in and for the County of Santa Clara State of California
My Commission Expires January 10, 1956

Contract Form No. 48 (Notary Public - Officer)
(C. C. Holt, 1954 Ed., U. S. G. P. 1955)



5907

REID HILLVIEW AIRPORT
CALIFIA
T.I. 240595

UNR 5907 11 30

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27201)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of January, 1962.

By: 
Director/Assistant Director of
Public Works of the County of
Santa Clara

JJK:mcb
Revision of 1/6/62

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 15-4
 Grantor: Joseph C. Borba, et ux Telephone: 258-8697 Entire Area: _____
 Property Address: 2065 Tully Road, S. J. 14,692 sq. ft. or 0.337 ac
 Mailing Address: Same Part Required: _____
 Jurisdiction: San Jose All sq. ft. or All ac
 Remainder: None None ac

Unit Land Cost: Budget Appraisal O.I.P.
 Sq. Ft.: \$ 0.34 196__ 196__² Deposit Settlement
 Acre: \$ 14,825
 Land Acquired: \$5,000 \$5,000
 Sq. Ft.: 14,692
 Acre: 0.337

Improvements: 7,200 7,200

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$ 12,250 \$12,250

Project Budget Data

Total Authorized: Cash Payment in this Contract:

Balance after this Acquisition: % Obligated to Date:

Current Indicated Budget Status - Budget Excess: Budget Deficit:

- 1.x Removal of Imps. by Grantor
- 2. Const. Contract Items
- 3. Rentals
- 4.x Withheld Funds
- 5. Excess Lands
- 6. Salvage Bldgs.
- 7. Continued Occupancy
- 8. Settlement Justification
- 9. x Title Exceptions
- 10.
- 11.
- 12.

<u>Description of Improvement Acquired</u>			
<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
5	1258	25	Good to Fair

Owner can salvage cabinet in garage and water heater.

\$200 withheld to insure vacation soon after close of escrow

Owner to clear:

- 1. Taxes
- 4. Deed of trust (said to have been paid)

County to take subject to:

- 2. Road R/W
- 3. Water agreement

Title Co.: T. I.
 #240590 Date: Oct. 25, 1962
 Grantor Acquired Date: Oct. 30, 1952
 I.R.S. \$7.70
 Appraised by: Staff
 Date: Dec. 1962
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: No
 O.I.P. : _____
 Agreements: Attached
 Resolutions: _____
 Deeds: In R/W file Maps: attached
 Negotiating Agent: Walter J. Doyle
 Dep. County Counsel: _____

AGENDA

DATE 4-15-63

ITEM NO. 24 d

ENC. NO. 19

BOARD ACTION OK'd

F.B. Sullivan
Approval

To County Counsel: 5/16/63
 Agenda: Item # 5/16/63

4/15/63

Clearance Sec

Adopted resolution of intention to purchase. Hearings 5-14-63 @ 10:00 a.m.

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

Project: Reid Hillview Airport
Parcel No.: 15-4
Grantor: _____

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Joseph C. Borba and Emily M. Borba, his wife

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Twelve Thousand Two Hundred and Fifty Dollars----- (\$ 12,250.00---).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except exceptions 2 and 3 to Preliminary Title Report #240590 dated October 25, 1962 issued by Title Insurance & Trust Co.

and agrees that said deed will be deposited with the 240590 & Trust Title Insurance Company in escrow account no. 240590 not later than 60 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The ~~County shall~~ be entitled to take possession of the said ~~real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.~~ ~~or on Aug. 9, 1965, whichever shall occur first.~~

11. Withheld Funds:

Two Hundred Dollars-----

(\$200.00) will be held in escrow and will be released to the Owner(s) when the following conditions have been met:

in accordance with Par. 10

1. The property has been vacated ~~prior to~~ _____, and has been inspected and approved by an authorized agent of the County and found to be in a satisfactory condition.
2. Keys to the premises are delivered to the Business Management Section of the Santa Clara County Department of Public Works, 20 West Rosa Street, San Jose 10, California.
3. ~~The landscaping has been left intact.~~

12. Salvage

The Owner will be allowed to salvage the bacinets in the garage and the water heater.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this ___ day of MAY 13 1963, 19__.

COUNTY OF SANTA CLARA

By [Signature]
Chairman of the Board of Supervisors

Executed by the Owner(s) this 27th day of March, 1963.

Joseph C. Borba
JOSEPH C. BORBA

Emily M. Borba
EMILY M. BORBA

Owner(s)
~~Rte. 7, Box 316~~
~~Swift Lane~~
San Jose ~~99~~, California

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

[Signature]

By _____
Deputy County Counsel

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Portion of Lot 66, as shown upon that certain Map entitled "Map of the Subdivision of the Fillmore Tract." which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

Beginning at a point in the center line of Swift Lane, distant thereon North 50° East 74.07 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 Official Records, page 138, Santa Clara County Records; said point of beginning also being the most Easterly corner of that certain parcel of land conveyed by Clem Mercier, et ux, to William R. Carroll, et ux, by Deed dated August 20, 1947 and recorded August 29, 1947 in Book 1500 of Official Records, at page 568, Santa Clara County Records, California, located in the Southeasterly line of the "Fillmore Tract" hereinabove referred to; running thence North 50° East along said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 78.35 feet to the most Southerly corner of that certain parcel of land conveyed by Clem Mercier, et ux, to Maurice E. Mercier, et ux, by Deed dated July 18, 1949 and recorded November 4, 1949 in Book 1872 of Official Records, at page 104, Santa Clara County Records, California; thence leaving said center line of Swift Lane and running along the Southwesterly line of said parcel of land so conveyed to Maurice E. Mercier, et ux, and parallel to the Northeasterly line of said 5 acre tract North 40° 09' West 217.52 feet to the most Westerly corner of said parcel of land so conveyed to Maurice E. Mercier, et ux; running thence parallel with said center line of Swift Lane South 50° West 78.35 feet to an iron pipe in the Northeasterly line of said parcel of land so conveyed to William R. Carroll, et ux; running thence along said last named line and parallel with the Northeasterly line of said 5 acre tract South 40° 09' East 217.52 feet to the point of beginning.

File Reid Helmut
3511-15-4

SANTA CLARA COUNTY HEALTH DEPARTMENT
SAN JOSE, CALIFORNIA
WATER SAMPLE EXAMINATION

SOURCE
 WELL STREAM
 SPRING SW. POOL

COLLECTOR **MK** SAMPLE NO. **3**

OPINION
SAMPLE SHOWS CONTAMINATION

J. W. Sullivan
 DIRECTOR OF SANITATION

NAME AND ADDRESS
 Dept of Public Works
 20 W. Hedding St.
 Room 107
 ATTN: Bruce Thompson

SANITARY NOTES
Boha prop well
Request sample

DATE & HOURS
8-21-63

Cl₂ pH NO. OF SWIMMERS

CLARITY

	PORTIONS IN ML	5-10 ML	
GAS IN LACTOSE BROTH	24 HRS.	0	
	48 HRS.	5	
GAS IN B. - G.L. BROTH	24 HRS.	5	
	48 HRS.	5	

ANALYST *[Signature]* DATE STARTED COUNT

SANTA CLARA COUNTY HEALTH DEPARTMENT
SAN JOSE, CALIFORNIA
WATER SAMPLE EXAMINATION

SOURCE
 WELL STREAM
 SPRING SW. POOL

COLLECTOR **MK** SAMPLE NO. **4**

OPINION
SAMPLE SHOWS CONTAMINATION

J. W. Sullivan
 DIRECTOR OF SANITATION

NAME AND ADDRESS
 Dept of Public Works
 20 W. Hedding St.
 Room 107
 ATTN: Bruce Thompson

SANITARY NOTES
Boha Prop Well
Request sample

DATE & HOURS
8-21-63

Cl₂ pH NO. OF SWIMMERS

CLARITY

	PORTIONS IN ML	5-10 ML	
GAS IN LACTOSE BROTH	24 HRS.	0	
	48 HRS.	5	
GAS IN B. - G.L. BROTH	24 HRS.	5	
	48 HRS.	5	

ANALYST *[Signature]* DATE STARTED COUNT

MEMORANDUM

To: Myron L. Jose, Staff Engineer

From: George H. Miller, Senior Negotiator

SUBJECT: Reid Hillview Airport

Date: June 16, 1964

Parcels 3511-15-2, 15-3, 15-4 & 15-5

In accordance with your request, please find attached one copy of the Policy of Title Insurance regarding the following properties:

1. Parales
2. Duarte
3. Borba ✓
4. Perry

GHM:o's

Attachments

File

EST *withhold*

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

June 28, 1963

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

and title insurance

Enclosed is a deed ~~XXXXXXXXXXXXXXXXXXXX~~ for your permanent records for the following property acquisition:

Project: **Reid-Hillview**
Parcel No.: **240590 (T.I.)**
Grantor: **Joseph C. and Emily M. Borba**
Deed Recorded: Date: **2416595 - June 6, 1963**
Book: **6052**
Page: **552**

SPENCER M. WILLIAMS
County Counsel

s/ Gerald J. Thompson

By
Deputy County Counsel

John B. Gunn for

sh

Copies:

✓ Public Works - Right of Way Section
County Counsel

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

May 31, 1963

Title Insurance and Trust Company
66 North First Street
San Jose 13, California

Re: Escrow No. 240590 - Project: Reid-Hillview
Joseph C. and Emily M. Borba, Owners
County of Santa Clara, Purchaser

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$12,250.
2. You are instructed to receive an executed grant deed from owners having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara, insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to items two and three of your title report number 240590, dated October 25, 1962. Title shall be insured in the amount of the purchase price.
3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the agreement of sale.
4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.
5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
May 31, 1963
Page 2

6. Upon close of escrow, please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:cw

Enc: Warrant
Certificate of Acceptance
Agreement of Sale
Grant Deed

cc: ~~Department of Public Works~~
Right of Way Section

RECEIVED
MAY 31 1963
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION

RECEIVED
MAY 2 1963
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 N. FIRST STREET TELEPHONE CYPRESS 2-4212
SAN JOSE 13, CALIFORNIA

DATE **OCT. 9, 1962**

APPLICATION NO. **240590**

ESCROW OFFICER **ET:DW**

**CITY OF SAN JOSE
DEPARTMENT OF PUBLIC WORKS
SAN JOSE, CALIF.**

AMT. ENCLOSED \$ **NOV 9 1962**

PLEASE ENCLOSE THIS STUB WITH YOUR REMITTANCE

PROPERTY OF JOSEPH C. BORBA, ET AL HILLVIEW AIRPORT

PRELIMINARY REPORT

\$52.50

- L LITIGATION
 - N NAME RUN
 - P PRELIMINARY
 - C CHATTEL MORTGAGE
 - F FORECLOSURE
- REPORTS



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 25, 1962

- . Department of Public Works
- . 20 West Rosa Street
- . San Jose, California

IMPORTANT

When replying refer to
Our No. **240590**

Hillview Airport

Your No.

Fee: \$52.50

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m.

B. M. BLANCHARD

Title Officer

Vestee: **JOSEPH C. BORBA and EMILY M. BORBA,**
his wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Lane.
- Third:** Agreement relative to certain water rights and rights of way for pipe lines executed by and between Clem Mercier and M. Ethel Mercier, his wife, Arthur L. Wickersham and Mary Louise Wickersham, his wife, Maurice E. Mercier and Aleese L. Mercier, his wife, and William Carroll and Geraldine E. Carroll, his wife, dated October 15, 1952, recorded October 30, 1952 in Book 2516 Official Records, page 617, reference to the record thereof is hereby made for further particulars.
- Fourth:** Deed of Trust by Joseph C. Borba and Emily M. Borba, his wife, to San Jose Abstract & Title Insurance Co., a corporation, as Trustee, to secure the payment to Clem Mercier and M. Ethel Mercier, his wife, as joint tenants, of \$4,863.56 and additional advances, dated October 15, 1952 and recorded October 30, 1952 in Book 2516 Official Records, page 627, Recorder's Serial Number 834784.

Western Title Guaranty Company, Santa Clara County
Division, formerly San Jose Abstract & Title Co., formerly
San Jose Abstract & Title Insurance Co., is now Trustee of

record under the above Deed of Trust.

Note 1: This Company assumes without liability therefor that Joe Borba named as promissor in that certain Agreement to Reimburse with the Board of Supervisors, County of Santa Clara, State of California, dated September 15, 1953 and recorded September 18, 1953 in Book 2723 Official Records, page 172, Recorder's Serial Number 914941, wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid which sums are to constitute a lien on premises, is not one and the same person as Joseph C. Borba one of the above Vestees.

Note 2: County Ordinance No. 84 purports to prohibit the erecting or placing of any building, structure or other improvement on the Southeasterly 15 feet of the herein described property within the exterior lines of Swift Lane as the same is proposed to be widened to a width of 90 feet as shown upon that certain Map filed September 18, 1952 in the office of the County Recorder in Book 2 of Official Plan Lines at pages 4 and 5.

Note 3: This Report includes an examination of the Municipal Records of the City of San Jose as to taxes, assessments and/or bonds.

Note 4: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-15-4, Code Number 43-81.

First installment	\$24.10
Second installment	\$24.10

Note 5: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$650.00
Assessed value improvement	900.00
Assessed value personal property	<u>1550</u>

The Address of the above Vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Route 7 Box 316, Swift Lane, San Jose 99, California.

Note 6: Premises were exempt from taxation for County and City Taxes for

550

1550
 6200

the fiscal year 1961-62 to the extent of \$1,000.00 under the State Law governing Veterans' Exemption.

Note 7: The above Vestees acquired title to premises by Deed from Clem Mercier and M. Ethel Mercier, his wife, dated October 15, 1952 and recorded October 30, 1952 in Book 2516 Official Records, page 602, Recorder's Serial Number 834783, and to which Deed there were affixed Revenue Stamps in the sum of \$7.70.

DESCRIPTION

For description of real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

et/kk

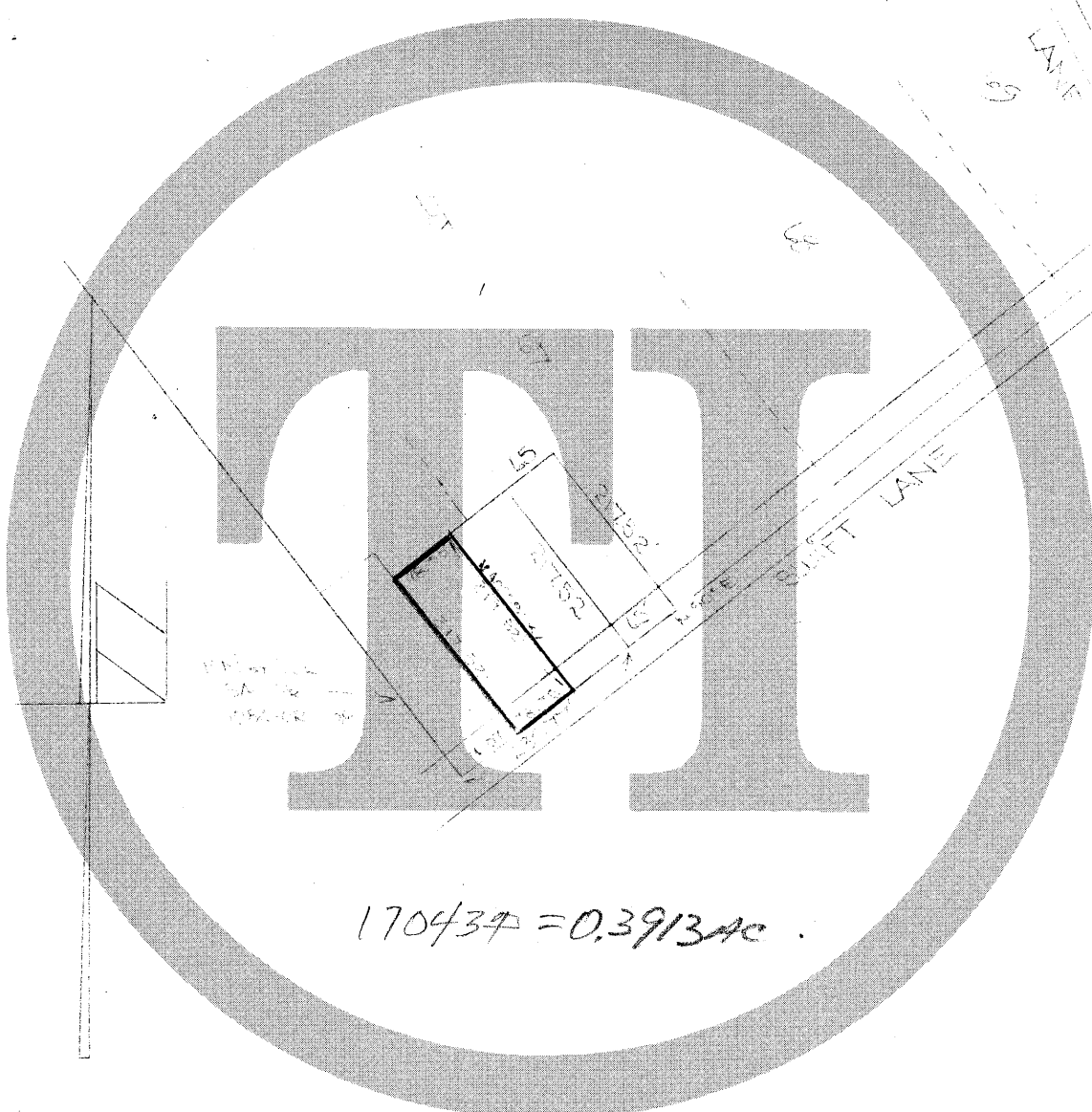
EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Portion of Lot 66, as shown upon that certain Map entitled "Map of the Subdivision of the Fillmore Tract." which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

Beginning at a point in the center line of Swift Lane, distant thereon North 50° East 74.07 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 Official Records, page 138, Santa Clara County Records; said point of beginning also being the most Easterly corner of that certain parcel of land conveyed by Clem Mercier, et ux, to William R. Carroll, et ux, by Deed dated August 20, 1947 and recorded August 29, 1947 in Book 1500 of Official Records, at page 568, Santa Clara County Records, California, located in the Southeasterly line of the "Fillmore Tract" hereinabove referred to; running thence North 50° East along said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 78.35 feet to the most Southerly corner of that certain parcel of land conveyed by Clem Mercier, et ux, to Maurice E. Mercier, et ux, by Deed dated July 18, 1949 and recorded November 4, 1949 in Book 1872 of Official Records, at page 104, Santa Clara County Records, California; thence leaving said center line of Swift Lane and running along the Southwesterly line of said parcel of land so conveyed to Maurice E. Mercier, et ux, and parallel to the Northeasterly line of said 5 acre tract North 40° 09' West 217.52 feet to the most Westerly corner of said parcel of land so conveyed to Maurice E. Mercier, et ux; running thence parallel with said center line of Swift Lane South 50° West 78.35 feet to an iron pipe in the Northeasterly line of said parcel of land so conveyed to William R. Carroll, et ux; running thence along said last named line and parallel with the Northeasterly line of said 5 acre tract South 40° 09' East 217.52 feet to the point of beginning.

2007
MAY 20 2006
11:12 AM



PTN LOT 67

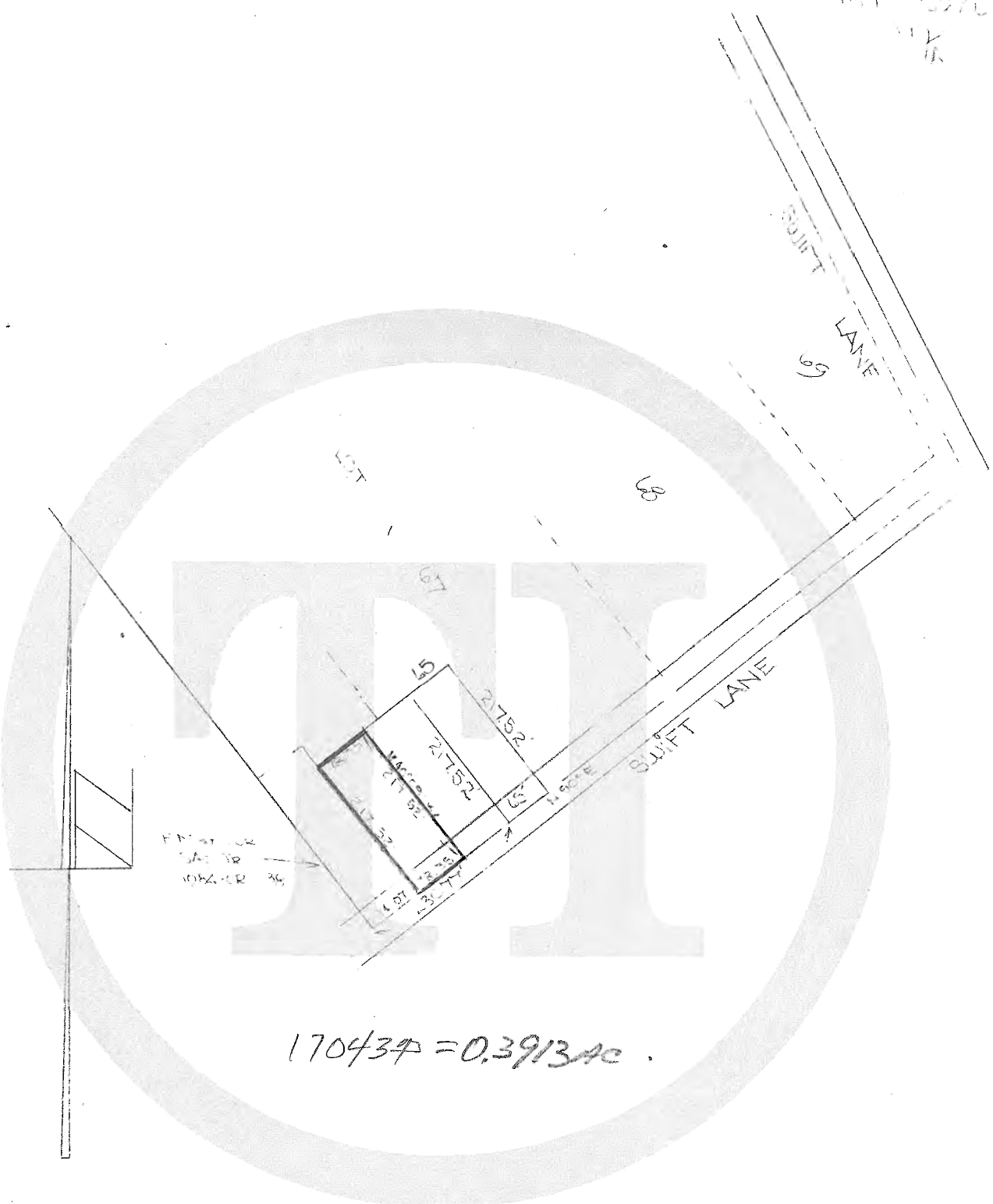
FILMORE TR

CAM 489-15



This is not a survey of the land but is compiled for information by the
 Title Insurance and Trust Company from data shown by the official records.

141-3976
11/16



PTN DOT 67

F L MCPPE TR.

CAM 482-15



This is not a survey of the land but is compiled for information by the
 Title Insurance and Trust Company from data shown by the official records.

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

August 14, 1963

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed is a ~~document~~ title insurance for your permanent records for the following property acquisition:

Project: **Reid-Hillview Airport**
Parcel No.: **Escrow No. 240580**
Grantor: **Vincent P. Castaneda**
Deed Recorded: Date: **11-21-62**
Book: **5799**
Page: **740**

SPENCER M. WILLIAMS
County Counsel

By **Gerald J. Thompson**
Deputy County Counsel

GJT:cw

Copies:

Public Works - Right of Way Section
County Counsel

COUNTY OF SANTA CLARA

Office of the COUNTY COUNSEL

SPENCER M. WILLIAMS
COUNTY COUNSEL

JOHN R. KENNEDY
WILLIAM M. SIEGEL
ASSISTANT COUNTY COUNSELS

DEPUTIES:

JOAN A. SYMON
ROBERT S. STURGES
ROBERT P. McNAMEE
RICHARD S. HARRISON
JOHN B. GUNN
SELBY V. I. BROWN, JR.
MARVIN G. HAUN
GERALD J. THOMPSON
JOSEPH G. SCHUMB, JR.

BOND & TAX CLERK
DOROTHY V. FANNING

ZONING INVESTIGATOR
ROBERT R. FEDDE

COUNTY ADMINISTRATION BUILDING
70 WEST ROSA STREET
SAN JOSE 10, CALIFORNIA
TELEPHONE CYPRESS 9-2111

November 19, 1962

Title Insurance and Trust Company
66 North First Street
San Jose, California

Re: Escrow No. 240580 - Acquisition by the County
of Santa Clara from Vincent P. Castaneda, et ux.

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above property.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$12,000.
2. You are instructed to receive an executed deed having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to items two, three, four, and five as shown on your preliminary title report number 240580 dated September 28, 1962. Title shall be insured in the amount of the purchase price.
3. Taxes will be prorated as of close of escrow in accordance with provision number five of the agreement.
4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.
5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
November 19, 1962
Page 2

6. Upon close of escrow please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:cw

Enc: Warrant
Agreement
Certificate of Acceptance

cc: Department of Public Works
Right of Way Section

Mr. and Mrs. Vincent P. Castaneda
419 Joseph Street
San Jose, California

DEPT. OF PUBLIC WORKS
NOV 21 1962
COUNTY OF SANTA CLARA
RECEIVED

NOV 21 1962
COUNTY OF SANTA CLARA

VIC GORIN

LICENSED BROKER

435 PARK AVENUE

SAN JOSE, CALIFORNIA

CYPRESS 5-5311

August 21, 1962

County of Santa Clara
Department of Public Works
20 W. Rosa Street
San Jose, California

Subject: Real Property on Swift Avenue, Santa Clara County, California

Dear Sirs:

We have been authorized to submit for sale to the County of Santa Clara, all that real property located at Rt. 7, Box 193-B on Swift Avenue, Santa Clara County, California, in the names of Vincente P. Castaneda and Tomasa Martines de Castaneda, husband and wife.

The owners of this property are a hardship case. We have had the property listed for sale but due to the fact that the County of Santa Clara intends to take the properties on Swift Avenue no private party will purchase this property. Mr. Castaneda is seventy (70) years old and Mrs. Castaneda is sixty-four (64) years. Neither of them are employed. They take care of a granddaughter (14 years old) for whom they receive \$55. a month. Mr. Castaneda receives old age assistance of \$39.50 a month and Mrs. Castaneda receives \$24. a month from Social Security.

Mr. and Mrs. Castaneda are requesting (\$12,000.) twelve thousand dollars for their property on Swift Avenue consisting of a house on 1.89 acre of land.

Enclosed are maps and legal description of the subject property.

Yours truly,

Walter Watanabe

VIC GORIN REAL ESTATE

435 Park Avenue

San Jose, California

CY5-5311

Enclosures - 2

WW:lsm

HPG

Date: September 21, 1962

To: James Pott

From: Otis T. Calhoun

SUBJECT: Purchase of Swift Ave. Property.

MEMORANDUM

County of Santa Clara

Dept: Public Works

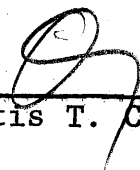
FORM PD 14

Attached is a copy of a letter dated September 19, 1962, from Vic Gorin, Real Estate Broker, in which he asks that we purchase the property located at Rt. 7, Box 193-B, on Swift Avenue, contending that this is a hardship case.

Mr. Gorin called me last week and asked about this property, and said that he had sent a letter some time last July or August pertaining to the property. However, a thorough search has failed to reveal the previous letter. I asked Mr. Gorin to re-submit his request, which he has done by the subject letter.

I believe that it would be advantageous for the County to purchase this property now. Otherwise, I am afraid that a speculator will buy it and the County would likely have to pay him a profit.

Anything you can do to expedite the acquisition of this property will be appreciated.



Otis T. Calhoun

OTC/md

9/25/62

Attachment

OTC informs that R/W acquisition can proceed on a \$300,000 revolving fund basis w/ reimb arriving approx 6 mo after expenditure. States no sweat & buy anything which keeps us within above basis. ∴ do NOT spend any more than approx < \$300,000 in any given 6 mo period



Date: November 13, 1962

To: James T. Pott

From: Otis T. Calhoun

SUBJECT: Property Acquisition-Reid-Hillview Airport

MEMORANDUM

County of Santa Clara

Dept: Public Works-Buildings

I noticed by the Board's summary for the meeting of November 5, 1962, Item 25 is for acquisition of property of Moses Chavez at the Reid-Hillview Airport. I would appreciate it if you would send me a copy of the description of this property and the price paid for the acquisition. I would like this information for my files.

I would also appreciate it if you would give me the same information for other properties as they are acquired.

Thank you for your cooperation.

Otis T. Calhoun *ill*
Otis T. Calhoun

OTC:ilb

Project: REID Hillview
Parcel No.: 14-16
Grantor: Costa neda

A G R E E M E N T

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "The County" and Yves P. & Tomasa
Munoz de Costaneda
hereinafter referred to as "the Owner" hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in Exhibit "A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of

\$ 12,000).

3. Warranty of Title

The Owner agrees to execute a grant deed and to convey title to said property free and clear of all encumbrances, except 3,445, problem report #240580, T.I. and agrees that said deed will be deposited with the Titel Insurance Title Insurance Company in escrow account no. 240580 within 30 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an

All that certain parcel of land situated in the County of Santa Clara, State of California, described as follows:

Beginning at a point in the center line of Swift Avenue distant thereon S.28°44'E. 434.68 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, as said Avenues are shown upon a Map hereinafter referred to, thence S.49°51'W. parallel with the Southeasterly line of Lots 39 and 40 as shown on said Map hereinafter referred to, 624.82 feet to a point on the Southwesterly line of said Lot 39; thence S.40°09'E., along said Southwesterly line of Lot 39, 133.60 feet; thence N.49°51'E., parallel with said Southeasterly line of Lots 39 and 40, 597.84 feet to a point in the center line of Swift Avenue; thence N.28°44'W., along said center line, 136.29 feet to the point of beginning, and being a part of Lots 39 and 40, as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," and which said Map was filed for record in the Office of the recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

EXHIBIT A



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

September 28, 1962

IMPORTANT

When replying refer to
Our No. 240560

Department of Public Works
20 West Rosa Street
San Jose, California

Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. BLANCHARD Title Officer

Vestee: **VICENTE P. CASTANEDA and TOMASA MARTINES DE CASTANEDA, his wife, as joint tenants**

Exceptions:

- First:** Taxes for the fiscal year 1962-63 now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Easement for road purposes over any portion of the premises herein described lying within the bounds of Swift Avenue.
- Third:** Right of Way for electric transmission line over Lot 39, as granted by Manuel C. Silva and Mary Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated November 17, 1927 and recorded November 30, 1927 in Book 344 Official Records, page 228, and being more particularly described as follows:
- Beginning at a point in the Southeasterly boundary line of said Lot 39, (marked by a fence now upon the ground), from which a 2" x 3" stake marking the intersection of the Southeasterly boundary line of Lot 40 with the Southwesterly boundary line of Swift Avenue, as shown upon said Map, bears North 49° 47' East 88.0 feet distant and running thence North 39° 20' West, 800.0 feet, more or less to a point in the Northeasterly boundary line of said Lot 39.
- Fourth:** Right of Way for electric transmission line over Lot 40, as granted by John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation,

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

by Deed dated December 20, 1932 and recorded February 11, 1933 in Book 638 Official Records, page 360, and being more particularly described as follows:

Beginning at a point in the Northwesterly boundary line of said Lot 40 (said boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (said intersection being marked by the intersection of fences now upon the ground) bears South 7° 39' East 35.7 feet distant and running thence South 39° 20' East 1300 feet, more or less, to a point in the Southwesterly boundary line of said Lot 40.

Fifth: Right of Way for Electric Transmission Line over Lot 40, as granted by Anton J. Bondesen and Helga P. Bondesen, husband and wife, to Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 Official Records, page 270, and being more particularly described as follows:

Said poles and wires shall be installed within a strip of land of the uniform width of 6 feet lying contiguous to and Southwesterly of the Northeasterly boundary line of Lot 40 and extending from the Southeasterly boundary line of the County Road known as Cunningham Avenue, Southeasterly to the Southeasterly boundary line of Lot 40, as said Lot is delineated and so designated upon that certain Map of Fillmore Tract recorded in Book C of Maps, page 57, records of said Santa Clara County.

Note 1: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-16. Code Number 43-77.

First installment	\$76.29
Second installment	\$76.29

Note 2: The above Vestees acquired title to premises by Deed from

Anton J. Sondesen and Helga P. Sondesen, his wife, dated February 5, 1947 and recorded August 18, 1947 in Book 1442 Official Records, page 493, and to which Deed there were affixed Revenue Stamps in the sum of \$2.75.

Note 3: Assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 as follows:

Assessed value Real Estate	\$1,320.00
Assessed value improvements	350.00
Assessed value personal property	None

The address of the above Vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is 419 Josefa Street, San Jose, California.

Note 4: This Report includes an examination of the Municipal Records of the City of San Jose as to taxes, assessments and/or bonds.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

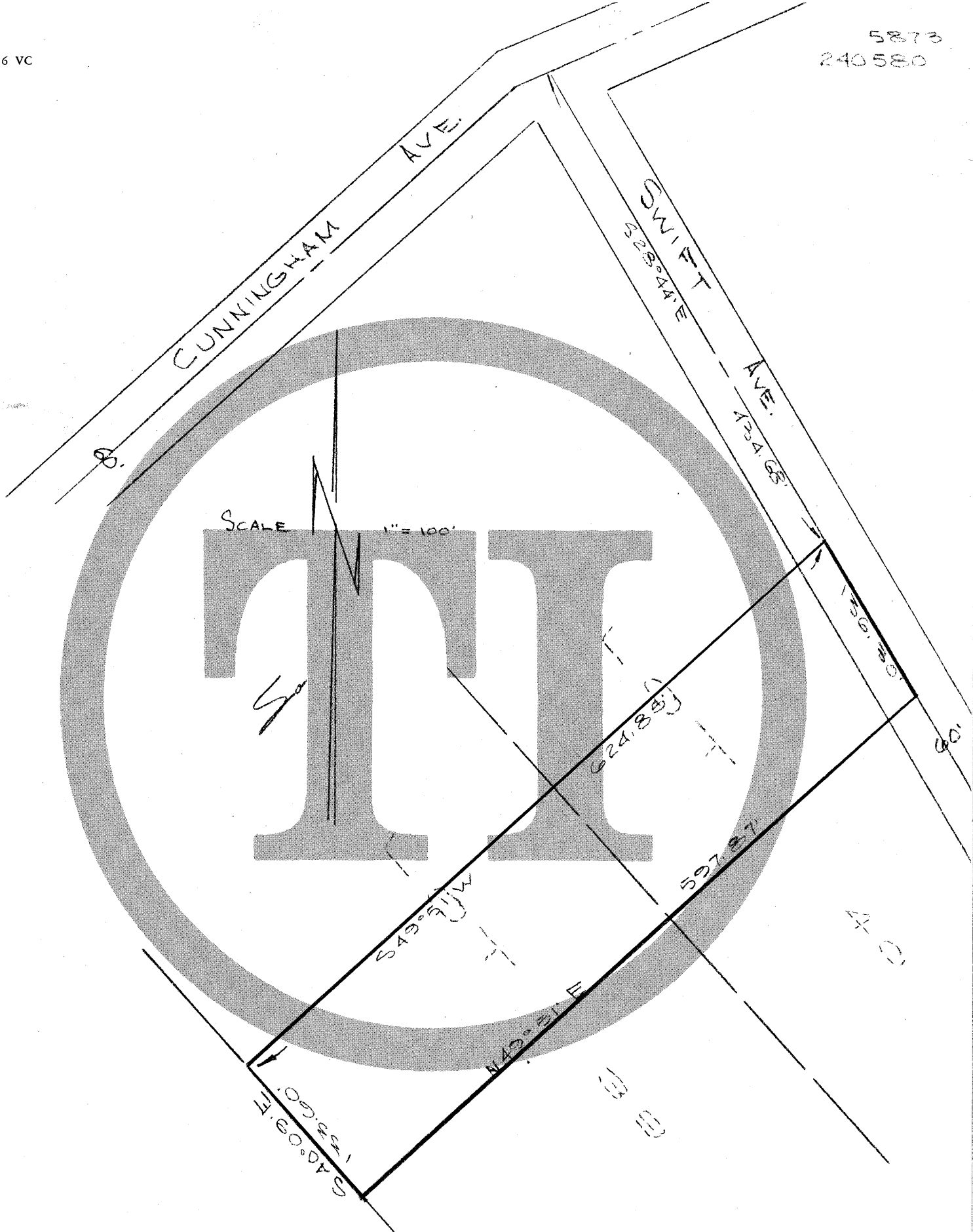
BB/lid

5 copies to Dept. of Public Works

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Swift Avenue, distant thereon South $28^{\circ} 44'$ East 434.68 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, as said Avenues are shown upon the recorded Map herein referred to; thence South $49^{\circ} 51'$ West parallel with the Southeasterly line of Lots 39 and 40, as shown upon said Map herein referred to, 624.85 feet to a point on the Southwesterly line of said Lot 39; thence South $40^{\circ} 09'$ East along said Southwesterly line of Lot 39, 133.60 feet; thence North $49^{\circ} 51'$ East parallel with said Southeasterly line of Lots 39 and 40, 597.87 feet to a point in the center line of Swift Avenue; thence North $28^{\circ} 44'$ West along said center line, 136.30 feet to the point of beginning and being a part of Lots 39 and 40, as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," and which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, page 57 and as shown upon that certain record of Survey Map filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, page 5.



PTN. LOTS 39 & 40 FILLMORE TR. C-57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

Project: Reid-Hillsview
Parcel No.: 14-16
Grantor: Casteneda

A G R E E M E N T

The Board of Supervisors of the County of Santa Clara, herein-
after referred to as "The County" and Vincent P. & Tomasa Martines
D~~e~~ Castaneda

hereinafter referred to as "the Owner" hereby contract and agree
as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all
that certain real property, together with all improvements and
permanent fixtures thereon, described in Exhibit "A", attached hereto
and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase
price of said property, improvements and fixtures, the sum of

~~Twelve Thousand and no Dollars~~ (\$ 12,000.00).

3. Warranty of Title

The Owner agrees to execute a grant deed and to convey title
to said property free and clear of all encumbrances, except _____

~~encumbrances #2, 3, 4 & 5, preliminary report #240580~~
and agrees that said deed will be deposited with the Title Insurance

Title Insurance Company in escrow account no. 240580 within
30 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if
required and authorized, and title insurance policy expenses.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California
Revenue and Taxation Code Section 4986 as of the close of escrow,
except that where the County has taken possession pursuant to an

order for immediate possession, taxes shall be prorated as of the date of said possession. Taxes paid in advance, however, shall not be prorated.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments which may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and, where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 29 day of September,
1962.

Vicente P. Castaneda
Tomas Martinez de Castaneda
Her + Mark

Owner

witness:

Lupe Martinez
Walter Watumbas

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

9/29/61

RIE OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid Hillview Parcel No.: 14-16
 Grantor: Casteneda Telephone: _____ Entire Area: _____
 Property Address: Rt 7 Box 193 P Swift Ave., San Jose 77,588 sq. ft. or 1.78 ac
 Mailing Address: 419 Joseph St. San Jose Part Required: _____
 Jurisdiction: San Jose 77,588 sq. ft. or 1.78 ac
 Remainder: None

Unit Land Cost:	Budget	Appraisal	O.I.P.	Settlement
Sq. ft.: \$ <u>0.14</u>	196	196	Deposit	
Acre: \$ <u>6,000</u>				
Land Acquired:				
Sq. ft.: <u>77,588</u>		10,680		10,680
Acre: <u>1.78</u>				
Improvements:		1,320		1,320*
Severance:				
Benefits:				
Other Consideration:				

Total Consideration-Offset by Benefits: _____ 12,000 _____ 12,000

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: 12,000
 Balance after this acquisition: _____ % obligated to date: _____
 Current Indicated Budget Status-Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Land
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired			
No. of Rooms	Area Sq. Ft.	Age	Condition
4	617	12	Poor

* The improvement is without running water. Water is available only from a water tank installed by the City of San Jose on Swift Ave.

Title Co.: T.I.
 # 240580 Date: 8/27/62
 Grantor Acquired Date: 2/5/47
 I. R. S.: \$2.75
 Appraised by: Staff
 Date: Sept., 1962
 Type Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P.: _____
 Agreements: Attached
 Resolutions: _____
 Deeds: in escrow Maps: _____
 Negotiating Agent: Besson
 Dep. Co. Counsel: _____

Title Exceptions
 Clear
 #1 Taxes
 Take Subject to
 #2 Road R/W
 #3 PG&E Easement
 #4 PG&E Easement
 #5 PG&E Easement

J. Gillman
 Approval
 OCT 22 1962
 Agenda _____ Item # _____
 Consumated: _____ Item # _____
 To Escrow: _____

Authorized Exec. of Agency
 10-22-62
 ITEM No 18
 ENC No 13

All that certain parcel of land situated in the County of Santa Clara, State of California, described as follows:

Beginning at a point in the center line of Swift Avenue distant thereon $S.28^{\circ}44'E.$ 434.68 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, as said Avenues are shown upon a Map hereinafter referred to, thence $S.49^{\circ}51'W.$ parallel with the Southeasterly line of Lots 39 and 40 as shown on said Map hereinafter referred to, 624.82 feet to a point on the Southwesterly line of said Lot 39; thence $S.40^{\circ}09'E.$, along said Southwesterly line of Lot 39, 133.60 feet; thence $N.49^{\circ}51'E.$, parallel with said Southeasterly line of Lots 39 and 40, 597.84 feet to a point in the center line of Swift Avenue; thence $N.28^{\circ}44'W.$, along said center line, 136.29 feet to the point of beginning, and being a part of Lots 39 and 40, as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," and which said Map was filed for record in the Office of the recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

EXHIBIT A

BOARD OF SUPERVISORS
 COUNTY COUNSEL
 OWNER
 TITLE COMPANY
 CONTROLLER
 PUBLIC WORKS

Project: Wald's Millview
 Parcel No.: 14-19
 Grantor: Munoz

AGREEMENT FOR PURCHASE
 OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Genorio R. Munoz

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Twelve Thousand Five Hundred Dollars
 (\$ 12,500.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except exceptions 1, 4, 5 and 6 of preliminary title report 9140578 dated October 17, 1962

and agrees that said deed will be deposited with the 2 State Title Insurance Company in escrow account no. 140578 not later than 60 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property ~~upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.~~
..... 60 days after
close of escrow, or on July 1, 1963, whichever shall come later.

11. Withheld Funds:

One Hundred Dollars

(\$ 100.00) will be held in escrow and will be released to the Owner(s) when the following conditions have been met:

1. The property has been vacated ~~prior to~~ in accordance with ~~Per. 10~~ and has been inspected and approved by an authorized agent of the County and found to be in a satisfactory condition.
2. Keys to the premises are delivered to the Business Management Section of the Santa Clara County Department of Public Works, 20 West Rosa Street, San Jose 10, California.
3. ~~The landscaping has been left intact.~~

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this ___ day of MAY 6 1963, 19__.

COUNTY OF SANTA CLARA

By [Signature]
Chairman of the Board of Supervisors

Executed by the Owner(s) this 19th day of March, 1963.

[Signature]

Owner(s)
157 S. Capitol Ave.
San Jose, Calif.

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By [Signature]
Deputy County Counsel

EXHIBIT A

All that certain real property situate in the city of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide distant thereon South $28^{\circ}44'$ East 760.00 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue South $28^{\circ}44'$ East 99.70 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon said Map South $49^{\circ}51'$ West 540.69 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39, North $40^{\circ}09'$ West 97.73 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40 North $49^{\circ}51'$ East 560.43 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40 as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

Project: Reid's Hillview
Parcel No.: 14-19
Grantor: Munoz

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Senorio K. Munoz

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Twelve Thousand Five Hundred dollars (\$ 12,500⁰⁰).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except exceptions 3, 4, 5, and 6 to Preliminary Title Report No. 240578 dated Oct. 17, 1962

and agrees that said deed will be deposited with the Trust Title Insurance Company in escrow account no. 240578 not later than 60 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable,

~~all rents shall be prorated as of the close of escrow.~~ 60 days after close of escrow, or on July 1, 1963, whichever shall come later.

11. Withheld Funds:

One Hundred Dollars

(\$ 100) will be held in escrow and will be released to the Owner(s) when the following conditions have been met:

1. The property has been vacated ~~prior to~~ in accordance with Per. 10, and has been inspected and approved by an authorized agent of the County and found to be in a satisfactory condition.
2. Keys to the premises are delivered to the Business Management Section of the Santa Clara County Department of Public Works, 20 West Rosa Street, San Jose 10, California.
- ~~3. The landscaping has been left intact.~~

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this ___ day of _____, 19__.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner(s) this ___ day of _____, 19__.

Owner(s)
157 S. Capitol Ave.
San Jose

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

Senovio Munoz
Reid Hillview
Parcel 14-19

RESOLUTION OF NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY

WHEREAS, the County of Santa Clara desires to purchase certain real property for the ultimate construction, development and expansion of an airport; and

WHEREAS, it is necessary to purchase certain real property for that purpose which is of a value in excess of Two Thousand and No/100 Dollars (\$2,000.00); it is further necessary that a notice of the said purchase be made and published as provided in Section 25350 of the California Government Code; and

WHEREAS, the information required in the said section of the California Government Code is as follows:

1. Property proposed to be purchase is described as follows:

"All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

"Beginning at a point in the center line of Swift Avenue, 60 feet wide distant thereon South 28°44' East 760.00 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue South 28°44' East 99.70 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon said Map South 49°51' West 540.69 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39 North 40°09' West 97.73 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40 North 49°51' East 560.43 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40 as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Pillmore Tract which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57."

2. The purchase price shall be Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00).

3. The vendor is Senovio R. Munoz.

4. This Board of Supervisors of the County of Santa Clara will meet to consummate the purchase on MAY 6 1963.

NOW, THEREFORE, IT IS RESOLVED that this resolution shall be published once a week for three successive weeks prior to MAY 6 1963, in a newspaper of general circulation in the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this day of APR 8 1963, 1963, by the following vote:

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

R. A. Mehrkens

Chairman of the Board of Supervisors.

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

CLERK OF BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA
APR 10 5 13 PM '63
RECEIVED

APR 12 1963

APR 12 1963

DEPT. OF PUBLIC WORKS
RECEIVED

CLERK OF BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

APR 15 11 22 AM '63

DEPT. OF PUBLIC WORKS
RECEIVED

Castaneda

TL 240580

RECORDING REQUESTED BY

2298372

BOOK 5799 PAGE 740

229837

Escrow No. 4580

Assessment of 10000000

229837

AND WHEN RECORDABLE WILL BE

Name
Street
Address
City &
State

County of Santa Clara
70 W. Rosa Street
San Jose 19, California

Department of
County of Santa Clara
San Jose, California
Santa Clara County, Official Record

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APRIL 1954 10076 IN FURNISHES

Grant Deed

10 48 1

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

VICENTE P. CASTANEDA and TOMAS MARTINES DE CASTANEDA,
his wife

hereby GRANT(S) to

COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the following described real property in the

County of Santa Clara

State of California

BEGINNING at a point in the center line of Swift Avenue, distant thereon South 26° 44' East 434.85 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, as said Avenues are shown upon the recorded Map herein referred to; thence South 49° 51' West parallel with the Southeasterly line of Lots 39 and 40, as shown upon said Map herein referred to, 624.85 feet to a point on the Southeasterly line of said Lot 39; thence South 40° 09' East along said Northwesterly line of Lot 39, 133.60 feet; thence North 49° 11' East parallel with said Southeasterly line of Lots 39 and 40, 597.87 feet to a point in the center line of Swift Avenue; thence North 26° 44' West along said center line, 136.30 feet to the point of beginning and being a part of Lots 39 and 40, as shown and delineated upon that certain Map entitled, "Map of the subdivision of the Fillmore Tract," and which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1942 in Book "C" of Maps, page 57 and as shown upon that certain record of Survey Map filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 10 of Maps, page 5.

REID HILLVIEW AIRPORT
9) STANEDA
T.L. # 240580

BOOK 5799 PG 742

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 24 day of October, 1962.

By: James J. Hill
Director/Assistant Director of
Public Works of the County of
Santa Clara

JRK:meh
Revision of 1/4/62

2298372 NOV 21 1962



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

Fee: \$52.50

IMPORTANT
When replying refer to
Our No **247033**

• Santa Clara County
• Department of Public Works
• 20 West Rosa
• San Jose, California

Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of July 1, 1963 at 7:30 a.m. RICHARD T. MILLER Title Officer

Vestee: **VALLEY TITLE COMPANY OF SANTA CLARA COUNTY,
a corporation**

Exceptions:

1. Taxes for the fiscal year 1963-64 now a lien, but not yet due or payable, including personal property tax, if any.
2. Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.
3. Right to erect, construct, reconstruct, replace, repair, maintain and use for the transmission and distribution of electricity, a single line of towers and suspended upon and supported by such towers, all wires which the grantee may from time to time deem to be reasonably required for those purposes, and telephone and telegraph wires for the private use of the grantee and all necessary and proper crossarms, braces, connections, fastenings, and other appliances and fixtures for use in connection with said towers and wires,

as granted to Pacific Gas and Electric Company, a corporation, by instrument dated September 14, 1927 and recorded September 27, 1927 in Book 349 Official Records, page 243.

The route of said right of way being described as follows:

Beginning at a point in the Northwesterly boundary line of said Lot 13, from which a 2" x 3" stake marking the most

Westerly corner of said Lot 12, bears South 49° 41' West 550.0 feet distant and running thence South 31° 20' East 1291.0 feet; thence South 40° 16' East 45.0 feet more or less, to a point in the Southeasterly boundary line of said Lot 13.

Said right recites in part as follows:

"The Grantor and their successors in estate shall not erect or construct, or permit to be erected or constructed, any building or other structure or drill or operate any water or oil well within 20 feet of the above described line."

4. Deed of Trust by Topaz Builders, Inc., to American Securities Company, a corporation, as Trustee to secure the payment to Wells Fargo Bank, a corporation, of \$50,000.00 and additional advances, dated February 1, 1963 and recorded February 15, 1963 in Book 5906 Official Records, page 130. (Serial No. 2347620)

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1962-63 have been paid. Assessment Number 489-32-13. Code Number 40-475. (Affects the Northwesterly 1/2 of premises)

First installment	\$364.24
-------------------	----------

Second installment	\$364.24
--------------------	----------

Assessment Number 489-32-12. Code Number 40-475. (Affects the Southeasterly 1/2 of premises)

First installment	\$381.58
-------------------	----------

Second installment	\$381.58
--------------------	----------

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63 are as follows:
Assessment Number 489-32-13. (Affects the Northwesterly 1/2 of

premises)

Assessed value real estate	\$8,000.00
Assessed value improvement	None
Assessed value personal property	None

Assessment Number 489-32-12. (Affects the Southeasterly 1/2 of premises)

Assessed value real estate	\$8,000.00
Assessed value improvement	\$400.00
Assessed value personal property	None

The address of the above Vestee as disclosed by the County Tax Rolls for the fiscal year 1962-63 is 38 North First Street, San Jose, California.

Note 4: The above Vestee acquired title to premises by Deed from Topaz Builders, Inc., a corporation, dated February 7, 1963 and recorded February 15, 1963 in Book 5906 Official Records, page 133, Serial No. 2347621, and to which deed no revenue stamps were affixed thereto.

DESCRIPTION

All that certain real property situate in the City of San Jose County of Santa Clara, State of California, described as follows:

ALL OF LOTS 12 and 13 as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, page 57.

RECEIVED

jva/pb 6 copies to Appl.



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 N. FIRST STREET TELEPHONE CYPRESS 2-4212
SAN JOSE 13, CALIFORNIA

DATE OCT. 8, 1962

CITY OF SAN JOSE
DEPARTMENT OF PUBLIC WORKS
20 WEST ROSA STREET
SAN JOSE, CALIF.

APPLICATION NO. 240578

ESCROW OFFICER ET:DW

AMT. ENCLOSED \$ _____

PLEASE ENCLOSE THIS STUB WITH YOUR REMITTANCE

PROPERTY OF SERROVID MUNOZ
HILLVIEW AIRPORT

PRELIMINARY REPORT

\$52.50

- REPORTS •
- L LITIGATION
 - N NAME RUN
 - P PRELIMINARY
 - C CHATTEL MORTGAGE
 - F FORECLOSURE

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

~~EDX~~
file
3511-14-19

Date: August 30, 1963

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed are a ~~check and~~ title insurance policy for your permanent records for the following property acquisition:

Project: Reid Hillview Airport

Parcel No.: 240578

Grantor: Senovio R. Munoz

Deed Recorded: Date: 6/18/63
Book: 6068
Page: 243

Tax cancellation forms have been forwarded to Assessor's Office (July 3, 1963).

SPENCER M. WILLIAMS
County Counsel

By Gerald J. Thompson
Deputy County Counsel

Copies:

Public Works - Right of Way Section ✓
County Counsel

August 8, 1963

Re: Escrow #240578

Title Insurance & Trust Company
66 North First Street
San Jose, California

Gentlemen:

All conditions recited in Paragraph 11 of the preliminary escrow instructions have been complied with. You are hereby authorized and instructed to release the withheld funds to the grantor.

Very truly yours,

GEORGE H. MILLER
Senior Right of Way Agent

GHM:mt

Orig: To Title Company
cc: Owner
cc: Frank Thomas

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: 7/19/63

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed is a deed and ~~title insurance~~ for your permanent records for the following property acquisition:

Project: Reid Hillview Airport

Parcel No.: 240578

Grantor: Senovio R. Munoz

Deed recorded - Date: 6/18/63
Book: 6068
Page: 243

3511-14-19

Order to Cancel Taxes ~~is~~ is not enclosed., cancelled 7/3/63.

SPENCER M. WILLIAMS
County Counsel

By Gerald J. Thompson
Deputy County Counsel

GJT:blm
Copies:

Public Works - Right of Way Section
County Counsel

county of santa clara



COUNTY COUNSEL

SPENDER M. WILLIAMS, COUNTY COUNSEL

May 23, 1963

Title Insurance and Trust Company
65 North First Street
San Jose 13, California

Re: Escrow No. 240578 (Munoz)
Project - Reid-Hillview

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$12,500.00.

2. You are instructed to receive an executed grant deed from owners having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara, insuring title free and clear of all liens and encumbrances except numbers three, four, five, and six of your title report dated October 17, 1962. Title shall be insured in the amount of the purchase price.

3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the agreement of sale.

4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.

5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
May 23, 1963
Page 2

6. Upon close of escrow, please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:cw

Enc: Warrant
Certificate of Acceptance
Agreement of Sale
Grant Deed
Letters to Frank Thomas

cc: ~~Department of Public Works~~
Right of Way Section

DEPARTMENT OF PUBLIC WORKS
COUNTY OF ALABAMA
MAY 23 1963
RECEIVED

Reid Hillman
14-19
MUNOZ

Escrow # 240578 T.F.

Mr. Frank Thomas
Department of Public Works
20 West Rosa Street
San Jose, California

Dear Sir:

The property located at Swift Lane 760' SE. Cunningham
is now vested in the County of Santa Clara.

This property is ^{VP} ~~tenant~~ occupied and the next
~~rental payment due to the County is payable on~~
_____.

Escrow closed _____

Date

Very truly yours,

Escrow Officer

cc: R/W Department

EXHIBIT A

All that certain real property situate in the city of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide distant thereon South $28^{\circ}44'$ East 760.00 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue South $28^{\circ}44'$ East 99.70 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon said Map South $49^{\circ}51'$ West 540.69 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39, North $40^{\circ}09'$ West 97.73 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40 North $49^{\circ}51'$ East 560.43 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40 as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

Assessment No. 489-18-19 **2423873** Application No. **240578** T. I. & Trust **2423873** Reid's Hillview

L.S.
S.W.H.

BOOK **6068** PAGE **16243**
Grant Deed Individual

THE INSURANCE AND TRUST COMPANY
JUN 16 12 31 PM 1963
OFFICE RECORDS
SANTA CLARA COUNTY
FARMER BUILDING
RECORDS
Above space for Recorder *D.H.*

SENOVIO R. MUNOZ

the first part Y hereby GRANT TO
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA
the second part Y all that real property situated in the City of San Jose
County of Santa Clara, State of California, described as follows:

All that certain real property situate in the city of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide distant thereon South 28°44' East 760.00 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue South 28°44' East 99.70 feet; thence parallel with the Southeastern lines of Lots 39 and 40, as shown upon said Map South 49°51' West 540.69 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39, North 40°09' West 97.73 feet; thence parallel with the Southeastern lines of said Lots 39 and 40 North 49°51' East 560.43 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40 as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1942 in Book "C" of Maps, at page 57.

WITNESS *H/S* hand this *19th* day of *MARCH*, 19*63*

READ AND DELIVERED IN THE PRESENCE OF:
Senovio R. Munoz

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA }
On this day of 19 before me,
Notary Public in and for said County and State, personally appeared

the person whose name subscribed to the foregoing instrument, and acknowledged to me that known to me to executed the same.
Notary Public

2423873

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PARCEL ONE

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 859.70 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said center line of Swift Avenue, South $28^{\circ} 44'$ East 103.73 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon the Map hereinafter referred to, South $49^{\circ} 51'$ West 520.15 feet to the Southwesterly line of said Lot 39; thence along said Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 101.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North $49^{\circ} 51'$ East 540.69 feet to the point of beginning. Containing approximately 1.16 acres of land, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL TWO

BEGINNING at a point in the center line of Swift Avenue, distant thereon South $28^{\circ} 44'$ East 963.43 feet from the point of intersection of said center line with the center line of Cunningham Avenue, as shown on the Map hereinafter referred to; thence from said point of beginning along said center line of Swift Avenue, South $28^{\circ} 44'$ East 92.51 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown on said Map, South $49^{\circ} 51'$ West 501.84 feet to the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 90.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North $49^{\circ} 51'$ East 520.15 feet to the point of beginning, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL THREE

BEGINNING at a point in the center line of Swift Avenue, 60 feet

wide, distant thereon South $28^{\circ} 44'$ East 1055.94 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South $28^{\circ} 44'$ East 281.44 feet to the most Easterly corner of Lot 40, as shown on said Map; thence along the Southeasterly lines of Lots 40 and 39 as shown on said Map, South $49^{\circ} 51'$ West 446.17 feet to the most Southerly corner of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 275.88 feet to the point which bears South $49^{\circ} 51'$ West and parallel with said Southeasterly lines of Lots 40 and 39, 501.84 feet from the point of beginning; thence parallel with said Southeasterly lines of Lots 39 and 40, North $49^{\circ} 51'$ East 501.84 feet to the point of beginning. Containing approximately 3.00 acres, and being a portion of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

ALSO BEING a portion of the property shown upon the Map of Record of Survey filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, at page 5.

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Dated: April 29, 1964

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed are a deed and title insurance policy
for your permanent records for the following property
acquisition:

Project: Reid-Hillview Airport
Parcel No.: 3511-32-12, 13A and
3511-32-12, 13B.
Grantor: Valley Title Company
Deed Recorded:
Date: March 17, 1964
Book: 6427
Page: 673

Tax cancellation forms have been forwarded to
Assessor's Office on March 30, 1964.

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:go
encl.

✓ cc: Department of Public Works
Right of Way Section

MAR 26 1964

Mr. C. J. MacPherson
Business Manager
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Subject: *Reid Hillview Airport*
Parcel No. *3511-32-12,13*
Valley Title - Topy Builder
Dear Mr. MacPherson:

The following information pertains to the above parcel.

- Deed to County recorded on *17 March 64*.
- Property vacated pursuant to Order for Possession.
- Keys to be delivered to Business Management pursuant to agreement.
- Keys attached.
- Construction requires clearance of all improvements by *immediate*.
- Property may be rented until approximately _____

Your attention is called to the Right of Way Data Sheet for property address, description of improvements purchased and other pertinent data relative to occupancy.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

JAMES H. WHITCOMB

EDH:JHW:

MEMORANDUM

To: Frank E. Thomas

From: E. D. Hodge

SUBJECT: Reid Hillview Airport

Date: April 6, 1964

3511-32-12, -13 (Valley Title - Topaz Builders)

Title to the above property vested in County as of March 17, 1964. So far as we know the tenant, a Mr. Swanson, paid March rent of \$80.00 to Mr. Barbare.

Justin Mitchell has discussed the matter with George Quinn of Topaz Builders and he has agreed to remit to the County the prorata share of \$80.00 for the period March 18, 1964 through March 31, 1964. You should receive a check within the next few days.

We assume you will be making your own rental arrangement with the tenant. Otis Calhoun says no immediate development at the airport will require vacation of the property at this time.

EDH:

JFM:o's

April 2, 1964

Mr. Richard S. Harrison
Deputy County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid-Hillview Parcel #3511-15-12,-13 Home Mutual
Savings & Loan (Guardian Capital Company)

Dear Mr. Harrison:

Please refer to your letter of March 30, 1964 relative to a bill from the City Title Insurance Company pertaining to the above-numbered parcel.

We have advised the City Title Insurance Company that this will not be paid until such time as a policy of title insurance and an acceptable deed has been delivered to the County.

The bill is returned herewith for delivery to this Office for payment at such time as you are fully satisfied as to documents received from the title company.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:o's

Attachment

COPY

county of santa clara

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

March 30, 1964

Mr. E. D. Hodge
Supervising Right of Way Agent
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Re: Home Mutual Savings & Loan (Guardian Capital
Company) Reid-Hillview Parcel #3511-15-12,13

Dear Mr. Hodge:

Enclosed are two copies of the bill from the City Title Insurance Company pertaining to the above-numbered parcel. / This escrow is not fully closed in that I have returned the deed to the title company because of certain unacceptable restrictions contained therein. That was in December and after three letters and several phone calls we have not yet received the deed. When I last called them and complained they mentioned, among other things, that we had some outstanding unpaid bills owing to them. /

I am forwarding this bill so that you can either pay it or wait until we get the corrected deed, as you see fit.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *Richard S. Harrison*
Richard S. Harrison
Deputy County Counsel

RSH:cw - encl.

MEMORANDUM

To: Otis T. Calhoun, Asst. Director P.W. From: E. D. Hodge, Chief R/W Agent

SUBJECT: Reid Hillview Airport Date: April 1, 1964

Deeds for Parcels 3511-15, 12, 13 &
3511-32-4

In accordance with your recent request, we are herewith forwarding copies of the recorded Grant Deed from City Title Company regarding Parcel 15-12 & 13, and the Final Order and Decree of Condemnation for Parcel 32-4.

For your information, Parcel No. 32-12 & 13, Topaz Builders, closed escrow on March 17, 1964, being recorded in Book 6427 O.R. 673.

EDH:o's

Enclosures

Barbara

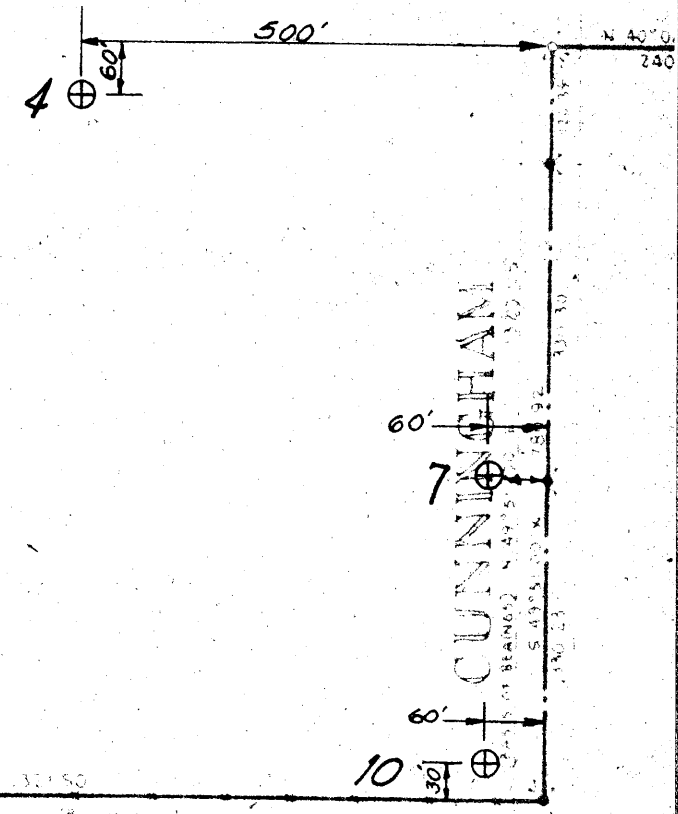
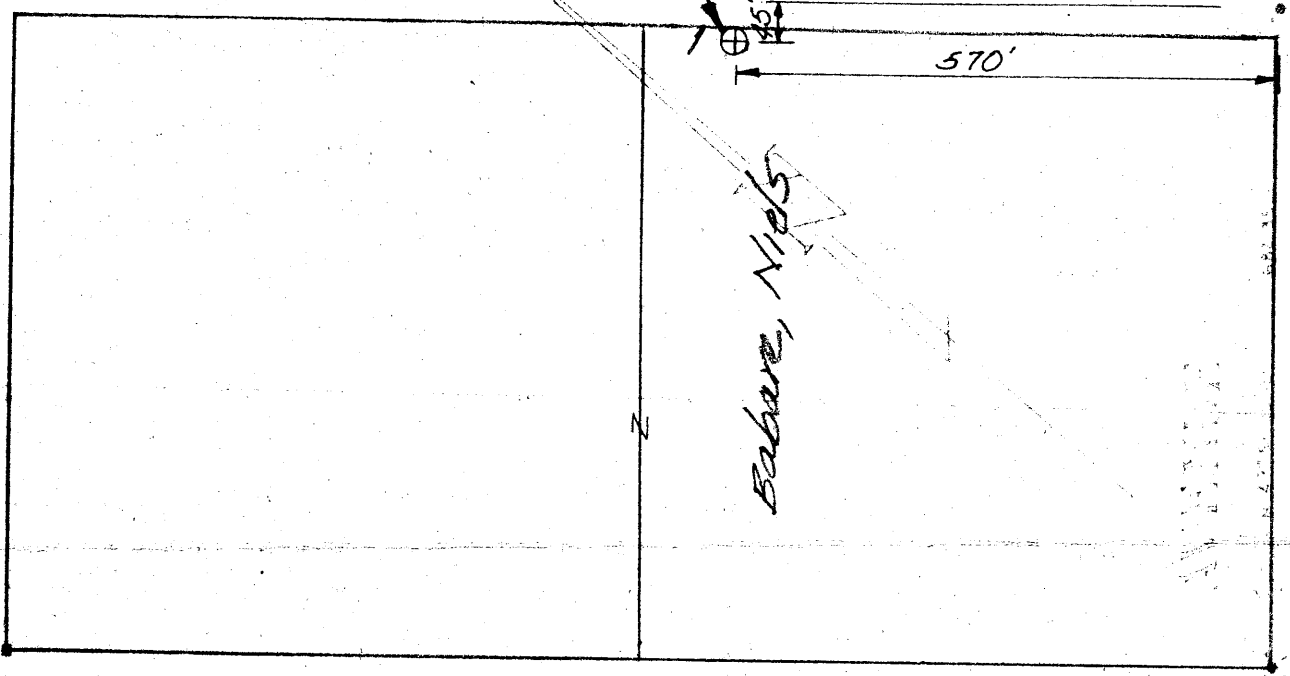
3511-3-12, 13

5/6/63
Date

TEMPORARY RIGHT-OF-ENTRY

Permission is hereby granted to the County of Santa Clara or its authorized agents to enter upon the Owner's property for the purpose of drilling test borings in the approximate area as shown outlined on the attached sketch of the property. It is understood that all due care will be exercised in the drilling operations, and the property will be left in substantially the same condition as existed at time of entry.

Lopez Builders, Inc
George H. Lopez
Owner



N 49° 18' 41" E 181.53

S 61° 40'

N 40° 08' 05" W 311.80

N 49° 18' 41" E 181.53

S 61° 40' 00" W 127.25

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

February 26, 1964

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Title Insurance and Trust Company
66 North First Street
San Jose, California

Reed-Hallman
3511-32-12-13a

Re: Escrow No. 247033 (Valley Title Company)

Gentlemen:

The County is purchasing the property covered by your preliminary report of the above number, dated July 1, 1963. This letter will constitute the County's escrow instructions.

Enclosed are two warrants, one in the sum of \$17,570 and the other in the sum of \$143,680; a copy of the purchase agreement; a certificate accepting deed; and two copies of a form letter relative to ownership.

You are instructed to disburse the proceeds of the two warrants to the sellers only after you have recorded a deed to the county and issued a policy of title insurance showing title to be in the county free and clear of all taxes, liens, encumbrances or defects of title excepting only items number 2 and 3 shown on the above-described preliminary report. The county will take subject to these two exceptions.

Taxes are to be prorated as of the date of close of escrow. There are to be no revenue stamps issued. The county will pay the cost of title insurance.

Would you please telephone me on the day this escrow closes, advising me of the recorder's serial number on the deed, so that the tax cancellation can be immediately processed without having to wait for the return of the recorded

COPY

Title Insurance & Trust Company
February 26, 1964
Page 2

deed. There are enclosed two form letters addressed to Frank Thomas, the County's property custodian. Would you mail one to him and the duplicate to the County's Right of Way Section in the Department of Public Works. They wish to be advised of the date title passes to the County.

Kindly send the recorded deed and title policy to me.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

cc: Department of Public Works
Right of Way Section

encl. - Warrant #316 (\$17,570)
Warrant #42 (\$143,680)
Agreement
Certificate Accepting Deed
Two property letters

RECEIVED
FEB 27 1964
COUNTY COUNSEL
RICHARD S. HARRISON
DEPUTY COUNTY COUNSEL

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport - 3511-32-12 & 13
Valley Title Co. - T.I. 247033

Dear Mr. Williams:

Attached are the following papers:

- Deed
- Certificate of Acceptance
- Rental Letter
-

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

January 16, 1964

Mr. Frank E. Thomas
Property & Record Analyst
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Dear Sir:

The property located at Cunningham Ave., San Jose,
is now vested in the County of Santa Clara.

This property is tenant occupied and the next
rental payment due to the County is payable on
Property is vacant land - no tenants.

This property is owner occupied and the next
rental payment due to the County is payable on
_____.

Very truly yours,

Escrow Officer

cc: Right of Way Department

MEMORANDUM

To: Don Hodge

From: Francis R. Sullivan

SUBJECT: Reid Hillview Airport

Date: November 18, 1963

General file

At your request we are offering comments and opinion as to the general value of land involved in the remaining parcels to be purchased for this project.

At the inception of the purchasing effort for these airport properties the County came into possession of two appraisal reports made for redevelopment purposes. Early purchases were made based on a basic land value in the \$6,000.00 - \$6,500.00 per acre range. This value range, in my opinion, represented value for those poorly developed parcels adjacent to the existing airport as of that point in time.

Subsequent to this time the County purchased the 15 acre parcel north of Cunningham that will be traded to the City of San Jose at the rate of \$8,000.00 per acre. This apparently set a new price plateau for this area as shortly thereafter a market sale was made to Garden View Homes at \$8,500.00 per acre nearby this 15 acre parcel. At about this same time, but without knowledge of the last mentioned sale, Harold Samuelson appraised the Gilmore property at \$8,000.00 per acre.

26

Based on the above, it is the opinion of this section that our basic acreage rate for this area should be \$8,500.00 per acre valued as though free and clear of all encumbrances. Parcels which are burdened with some special encumbrance which might affect their development should be treated separately by making whatever adjustments are deemed necessary to the above shown basic rate.

FBS:fm

MEMORANDUM

To: Don Hodge

From: Francis P. Sullivan

SUBJECT: Raid Hillview Airport

Date: November 13, 1963

General file

At your request we are offering comments and opinion as to the general value of land involved in the remaining parcels to be purchased for this project.

At the inception of the purchasing effort for these airport properties the County came into possession of two appraisal reports made for redevelopment purposes. Early purchases were made based on a basic land value in the \$6,000.00 - \$6,500.00 per acre range. This value range, in my opinion, represented value for those poorly developed parcels adjacent to the existing airport as of that point in time.

Subsequent to this time the County purchased the 15 acre parcel north of Cunningham that will be traded to the City of San Jose at the rate of \$8,000.00 per acre. This apparently set a new price plateau for this area as shortly thereafter a market sale was made to Garden View Homes at \$8,500.00 per acre nearby this 15 acre parcel. At about this same time, but without knowledge of the last mentioned sale, Harold Samuelson appraised the Gilmore property at \$8,000.00 per acre.

26

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FBS:fm

2000 Oakland Road
San Jose, California
July 29, 1963

County of Santa Clara
Public Works Department
San Jose, California


Re: Parcel No.: 3511-32-3
Ocala and Swift Avenues
Street widening

Gentlemen:

Attached hereto please find executed Right of Entry.

It should be specifically understood that any property taken or utilized shall be compensated for, and that this right of entry only allows the governing body to go upon the property to make the described improvements.

Very truly yours,


GEORGE L. QUINN, President,
Topaz Builders, Inc.

Enclosure

Parcel No.: 3511-32-3
Ocala And Swift Avenues
Street widening

R I G H T O F E N T R Y

Date 8-13-63

Gentlemen:

Permission is hereby granted to enter upon our land, described as: See Exhibit "A" attached for the purpose of constructing or improving a street improvement and accomplishing all necessary incidents thereto.

This permission is granted on the understanding that you will hereafter, without unnecessary delay, negotiate with the undersigned, any other person, if any, having any right, title, or interest in said property, to agree upon terms of compensation, and that, if any agreement cannot be reached, you will promptly commence eminent domain proceedings to have such compensation determined.

This permission is granted in consideration of the location, improvement and construction of said public works and incidents thereto, which it is understood is required by the County of Santa Clara, and shall continue in effect pending negotiations, or until a reasonable time after you have been requested by the undersigned to commence eminent domain proceedings.

Very truly yours,

Nick Babare
NICK BABARE

Mary Pauline Babare
MARY PAULINE BABARE

Marie Babare Edwards
MARIE BABARE EDWARDS

George L. Quinn
GEORGE L. QUINN, President,
Topaz Builders, Inc.

Fred F. Menichetti
FRED F. MENICHETTI
Asst. Vice President
VALLEY TITLE COMPANY of
Santa Clara County, Inc.

RECOMMENDED FOR APPROVAL:

Thomas R. McCreedy
Right-of-way Agent

By Esteff
Engineer

S 49° 41' W

No Scale

45.2'

$\Delta = 630'13"$
 $R = 1756.00'$

$\Delta = 83'35.45"$
 $R = 20'$

90'

11

12

13

14

S 31° 50' E
1291'

1135.64'

CUNNINGHAM AVE

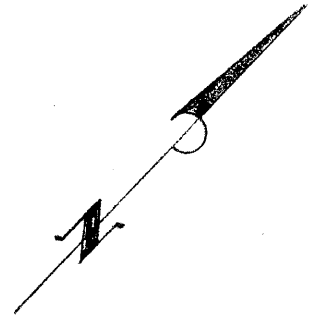
95'

50.30'

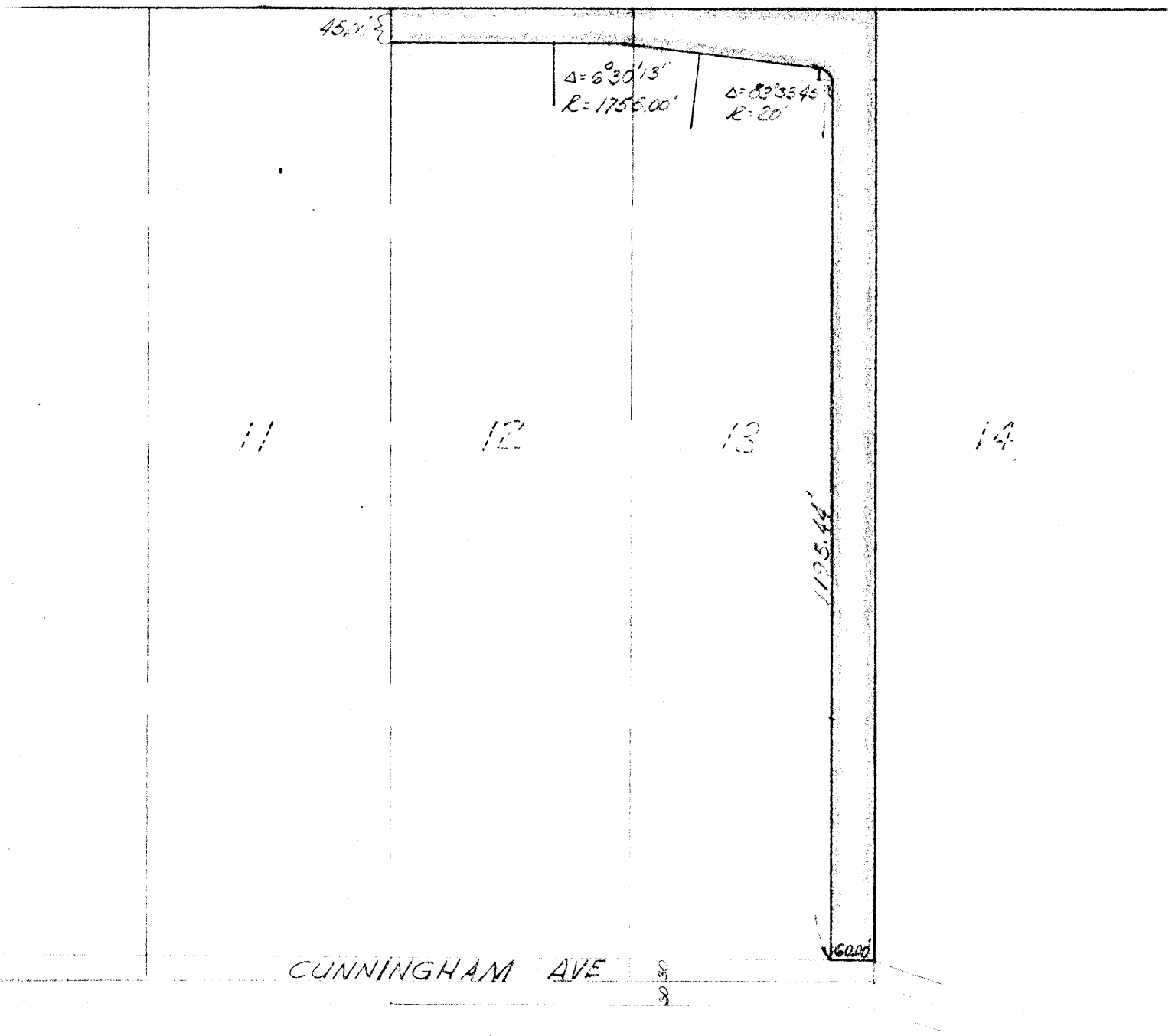
1600'

S 80° 16' E

This is not a survey of land but compiled from Official Records



No Scale



This is not a survey of land but compiled from Official Records

EXHIBIT "A"

All that certain real property situate in the County of Santa Clara, State of California, described as follows:

Beginning at the Northwest corner of Lot 12 shown upon that certain map entitled, "Map of Subdivision of the Fillmore Tract", recorded February 14, 1888, in Book C of Maps, page 57, Santa Clara County Records; thence Easterly along the Northerly line of Lots 12 and 13 as shown on said map to the Northeast corner of Lot 13; thence Southerly along the Easterly line of Lot 13 to the Southeast Corner of Lot 13; thence Westerly along the Southerly line of Lot 13, being the Northerly right of way line of Cunningham Avenue (60 ft. wide) 60.00 feet; thence leaving said Southerly line of Lot 13 and proceeding Northerly along a line parallel to and 60.00 feet distant from the Easterly line of Lot 13 1195.44 feet more or less, to a point in a line tangent to a curve; thence Northerly along said curve to the left 29.17 feet, through an angle of $83^{\circ} 33' 45''$ with a radius of 20 feet, to a point in a line tangent to said curve; thence Westerly along said tangent 167.55 feet to a point in a line tangent to a curve; thence Westerly along said curve to the left 199.21 feet, through an angle of $6^{\circ} 30' 13''$ with a radius of 1755.00 feet; thence Westerly along a line parallel to and 45.00 feet distant from the Northerly line of Lot 12 as shown on said map to the Westerly line of Lot 12; thence Northerly along the Westerly line of Lot 12 to the point of beginning.

This parcel of land containing 2.510 Acres, more or less.

MEMORANDUM

To: Otis T. Calhoun

From: E. D. Hodge

SUBJECT: Reid Hillview - Relocation of
Cunningham Avenue via Ocala Avenue

Date: August 13, 1963

Attached hereto is a copy of the Right of Entry which will permit construction of Ocala Avenue on the property controlled by Topaz Builders.

E. D. HODGE

EDH: sp

Attachment

MEMORANDUM

To: Otis T. Calhoun, Asst. Direct.-Bldg.s From: E. D. Hodge, Chief R/W Agent

SUBJECT: Reid-Hillview Airport Date: July 25, 1963
P. G. & E. Easement

The Master Plan layout shows the P. G. & E. powerline easement remaining in its present location. In the event this utility easement is not to be relocated, service of summons on P. G. & E. will not be necessary.

Please advise this office if any change in plans occur that would necessitate relocation of the powerline easement so that P. G. & E. would then be served as Does.

EDH:TNM:o's

EDH

STATE OF OHIO
OFFICE OF THE
COMMISSIONER OF
REVENUE
JUL 30 11 20 AM '63
RECEIVED

JUL 30 1963
DEPT. OF REVENUE
RECEIVED

WESTERN TITLE GUARANTY COMPANY
SANTA CLARA COUNTY DIVISION

70 NORTH SECOND ST.



CYPRESS 3-2430

SAN JOSE

CALIFORNIA

PALO ALTO OFFICE
636 RAMONA STREET
DAVENPORT 3-0051

VALLEY FAIR OFFICE
2858 STEVENS CREEK BLVD.
SAN JOSE 28.
CHERRY 1-6900

LOS ALTOS OFFICE
138 MAIN STREET
WHITECLIFF 8-1086

*Topaz acquired from
Barbara*

2/15/63 No stamps

*Barbara acquired from
V. Title 1961 no stamps*

*V T acquired from
Nakashima et al 1960 \$77⁰⁰*

*EPE to Nakashima
1959 \$72⁰⁵*

*65
650
7150*

Over Ninety Years of Title Service

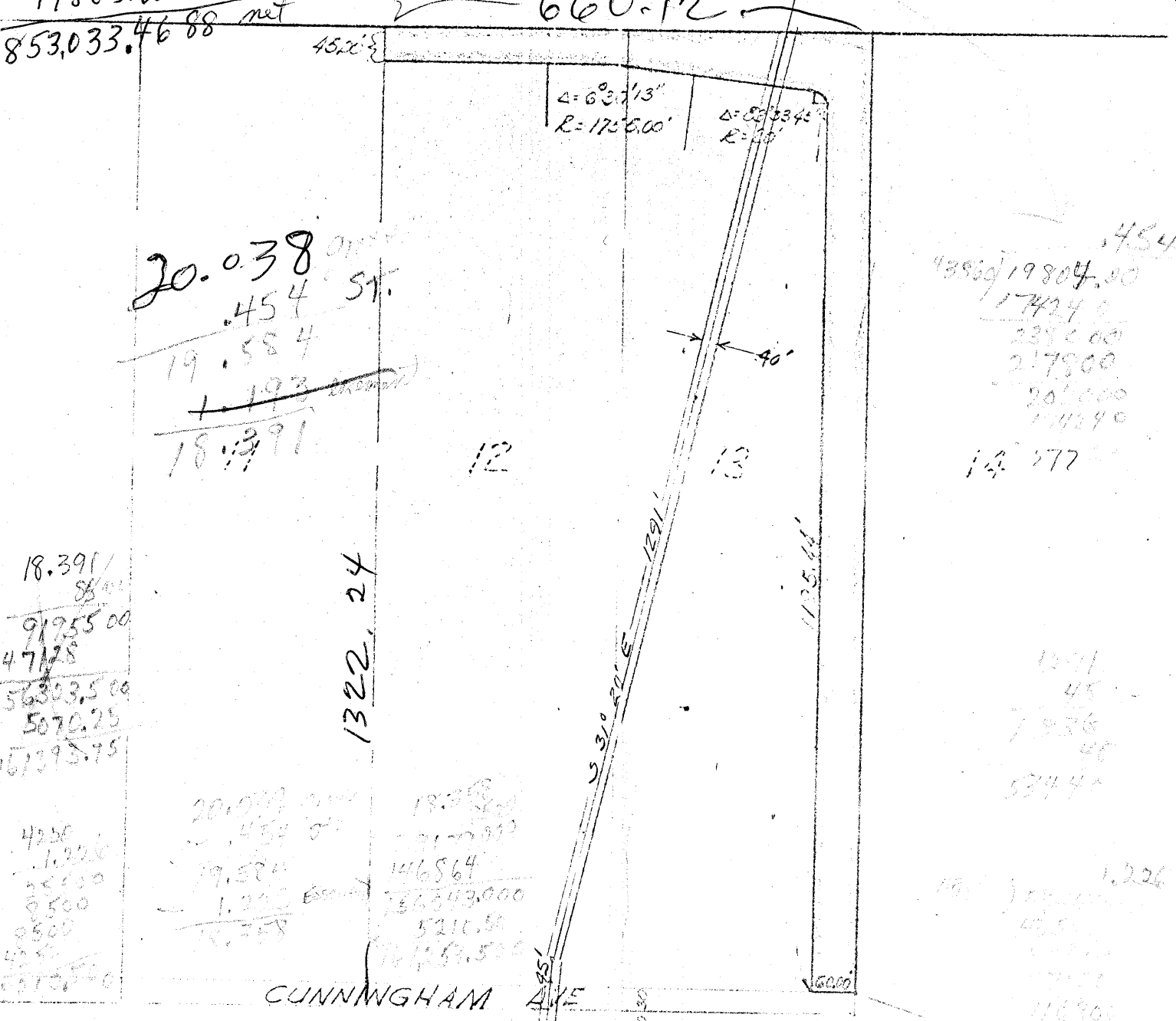
1322.24
 660.12
 2644.48
 1322.24
 7933.44
 7933.44
 872837.0688 gross
 19803.60 st.
 853033.4688 net

660.12
 30
 19803.60
 S49°41'W

Cunningham

No Scale

660.12



20.038
 .454 st.
 19.584
 1.193
 18.391

13869
 19804.00
 17424
 2382.00
 217800
 205000
 14140
 14.277

18.391
 91955.00
 147128
 156303.500
 5070.25
 161393.75
 4250
 1.226
 22600
 8500
 28500
 4250
 207500

20.038
 .454 st.
 19.584
 1.226
 18.391
 18.391
 3170.000
 146864
 36543.000
 5210.50
 711259.500

1251
 45
 7936
 40
 53440
 1.226
 116900
 4250
 207500

CUNNINGHAM AVE

This is not a survey of land but compiled from Official Records

Date: August 1, 1963

To: E. D. Hodge

From: Richard S. Harrison

MEMORANDUM

County of Santa Clara

Dept: Counsel

SUBJECT: County vs. Valley Title Co., et al.
Parcel Nos. 3511-32-12,13A and 3511-32-12,13B

Enclosed are copies of two separate resolutions to condemn ~~of~~ the Valley Title-Topaz Builders properties for road and airport purposes, to be put on the agenda of the Board of Supervisors by your department.

Richard S. Harrison

RSH:cw

FORM PD 14

COUNTY OF SANTA CLARA

Department of PUBLIC WORKS

JAMES B. ENOCHS - DIRECTOR OF PUBLIC WORKS

SANTA CLARA COUNTY OFFICE BLDG. •
20 W. ROSA STREET • SAN JOSE 10, CALIFORNIA

July 25, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport (Ocala Avenue)
Request for Condemnation Resolution - Pcl. No.
3511-32-12,13B

Dear Mr. Williams:

You are requested to secure a Condemnation Resolution and file suit on the above parcel. The following enclosures are for your assistance in preparation of the resolution and related documents.

1. Suit Data sheet (2 copies)
2. Right of Way Data sheet
3. Current title reports
4. Description (10 copies)
5. Key map (10 copies)
6. Parcel map (10 copies)

All utility relocations are to be handled by Engineering. There are no known off-record interests other than those shown on the suit data sheet.

- () Possession is not required at this time.
(X) Early possession is required. Please arrange for concurrent filing of Order of Possession.

In this action it appears that Service of Summons (and Order for Possession) on all fee owners will be a useful negotiating tool. Upon completion of filing of suit, please return a completed copy of the enclosed suit data sheet and sufficient copies of the Summons and Complaint (and Order for Possession) for the negotiating agent to make service on the fee owners.

The Master Plan layout shows the PG&E powerline easement remaining in its present location; therefore, it is believed

Mr. Spencer M. Williams

-2-

July 25, 1963

that it will not be necessary to serve PG&E.

This parcel is required for conventional road purposes, and should be condemned in fee along with Parcel No. 3511-32-12,13A.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:TM:mt

SUIT DATA SHEET

Project _____ W.O. No. 3511

County vs.: VALLEY TITLE Company of Santa Clara County, a corporation

S.C.C. No.: _____ Filed: _____

Parcel No.: 3511-32-12, 13 A

O.P. Filed: not applicable Effective: _____

DEPUTY
County Counsel: Gerald Thomason

	Name	Address	Interest	Date Served	O. P.
3511 - 32-12, 13 A Parcel No.	Valley Title Company of Santa Clara County, a corporation	38 North First St. San Jose	VESTEE		
Mc Cready Agent	TOPAZ Builders, Inc.	2000 Old Oakland Road San Jose, Calif.	TRUSTOR		
Samuelson Appraiser	American Securities Company, a corporation	420 Montgomery St. San Francisco, Calif.	TRUSTEE		
not applicable Deposit	Wells Fargo Bank, a corporation	420 Montgomery Street San Francisco, Calif.	BENEFICIARY		

Parcel No. _____

Agent _____

Appraiser _____

Deposit _____

EXHIBIT "A"

All that certain real property situate in the County of Santa Clara, State of California, described as follows:

All of Lots 12 and 13 as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, page 57.

EXCEPT that portion described as follows: Beginning at the Northwest corner of Lot 12 as shown on said map; thence Easterly along the Northerly line of Lots 12 and 13 to the Northeast corner of Lot 13; thence Southerly along the Easterly line of Lot 13 to the Southeast corner of Lot 13; thence Westerly along the Southerly line of Lot 13, being the Northerly right of way line of Cunningham Avenue (60 ft. wide) 60.00 feet; thence leaving said Southerly line of Lot 13 and proceeding Northerly along a line parallel to and 60.00 feet distant from the Easterly line of Lot 13 1195.44 feet more or less, to a point in a line tangent to a curve; thence Northerly along said curve to the left 29.17 feet, through an angle of $83^{\circ} 33' 45''$ with a radius of 20 feet, to a point in a line tangent to said curve; thence Westerly along said tangent 167.55 feet to a point in a line tangent to a curve; thence Westerly along said curve to the left 199.21 feet, through an angle of $6^{\circ} 30' 13''$ with a radius of 1755.00 feet; thence Westerly along a line parallel to and 45.00 feet distant from the Northerly line of Lot 12 as shown on said map to the Westerly line of Lot 12; thence Northerly along the Westerly line of Lot 12 to the point of beginning.

This parcel of land containing 17.490 acres, more or less.

MEMORANDUM

To: Myron Jose

From: E. D. Hodge

SUBJECT: Reid-Hillview Airport

Date: July 23, 1963

Valley Title Company Property

Attached is a copy of the preliminary title report on the 20 acres ± vested in Valley Title Company.

County Counsel advises that it will be necessary to request two condemnation resolutions on the property vested in Valley Title Company because of the dual purpose nature of the taking.

Last week you provided this office with a description for 2.510 acres required for road widening purposes needed for Ocala Avenue.

Please furnish a description for the remaining 17.5 acres ± that is needed for the Reid-Hillview Airport expansion.

It is hoped that we can submit our request for condemnation resolutions to County Counsel this week.

Please forward the description on the 17.5 acres ± at your earliest convenience.

EDH:TNM:o's

TRIAL 11

All that certain real property situated in the County of Santa Clara, State of California, described as follows:

Beginning at the Northwest corner of lot 12 shown up on this certain map entitled, "Map of subdivision of the Millerton Tract", recorded February 14, 1911, in book 1 of maps, page 57, Santa Clara County records; thence easterly along the Northern line of lots 11 and 12 as shown on said map to the Northeast corner of lot 1; thence northerly along the easterly line of lot 11 to the Northern corner of lot 1; thence westerly along the Southern line of lot 1, being the Northern right of way line of Washington Avenue (30 ft. wide); thence leaving said easterly line of lot 11 and proceeding easterly along a line parallel to and 60.00 feet distant from the easterly line of lot 12 to a point on said line, to a point in a line tangent to a curve; thence southerly along said curve to the left 13.17 feet, thence an angle of $13^{\circ} 21' 45''$ with a radius of 10 feet, to a point in a line tangent to said curve; thence southerly along said curve to a point in a line tangent to a curve; thence southerly along said curve to the left 10.12 feet, thence an angle of $13^{\circ} 21' 45''$ with a radius of 10 feet, to a point on said line; thence westerly along a line parallel to and 45.00 feet distant from the Northern line of lot 12 as shown on said map to the westerly line of lot 1; thence northerly along the southerly line of lot 12 to the point of beginning.

This parcel of land containing 0.510 acres, more or less.

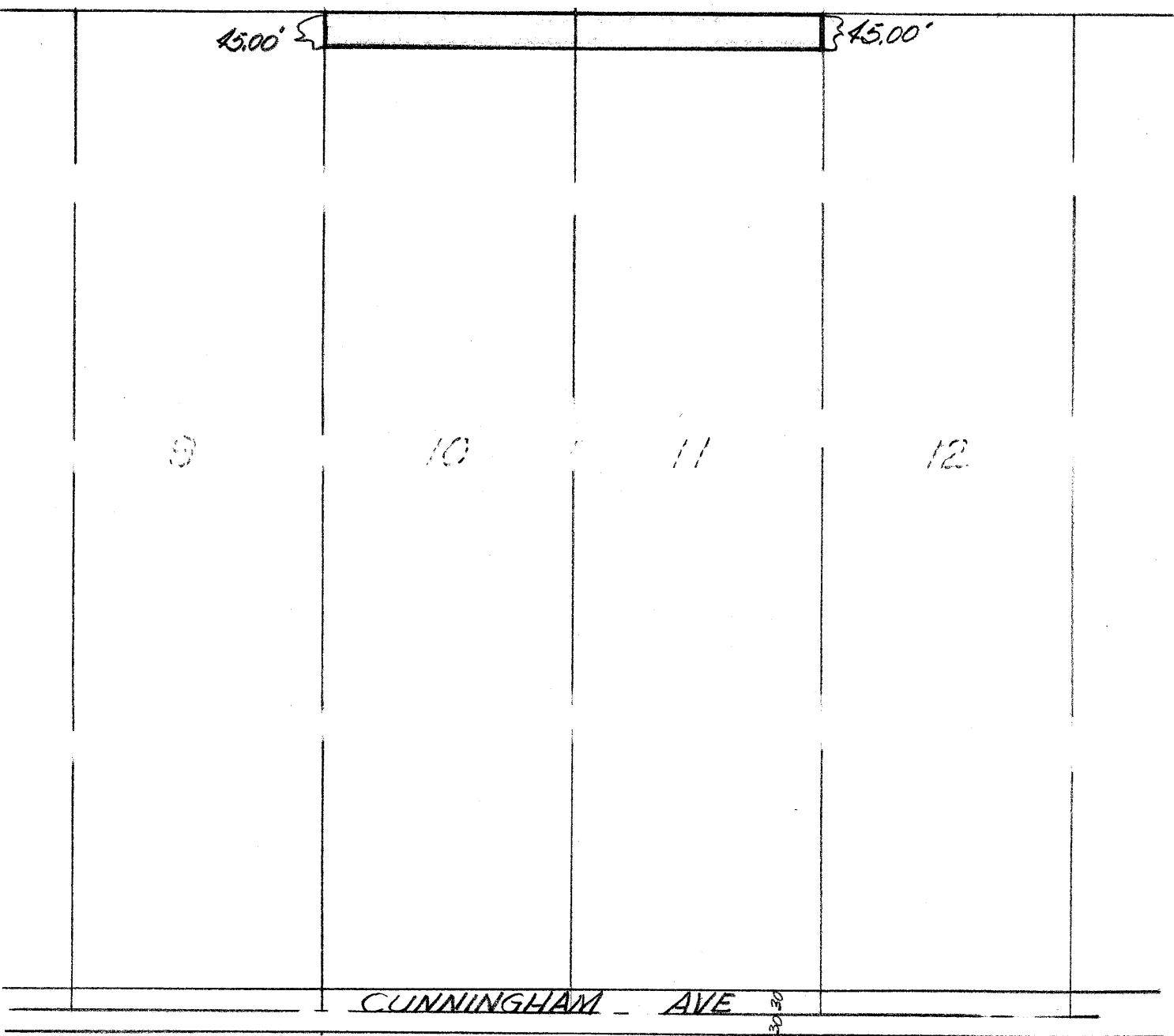
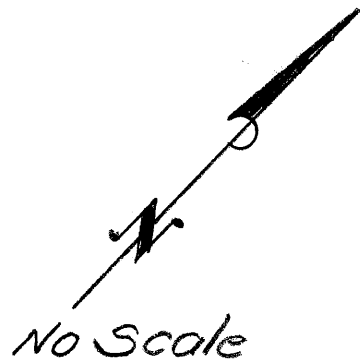
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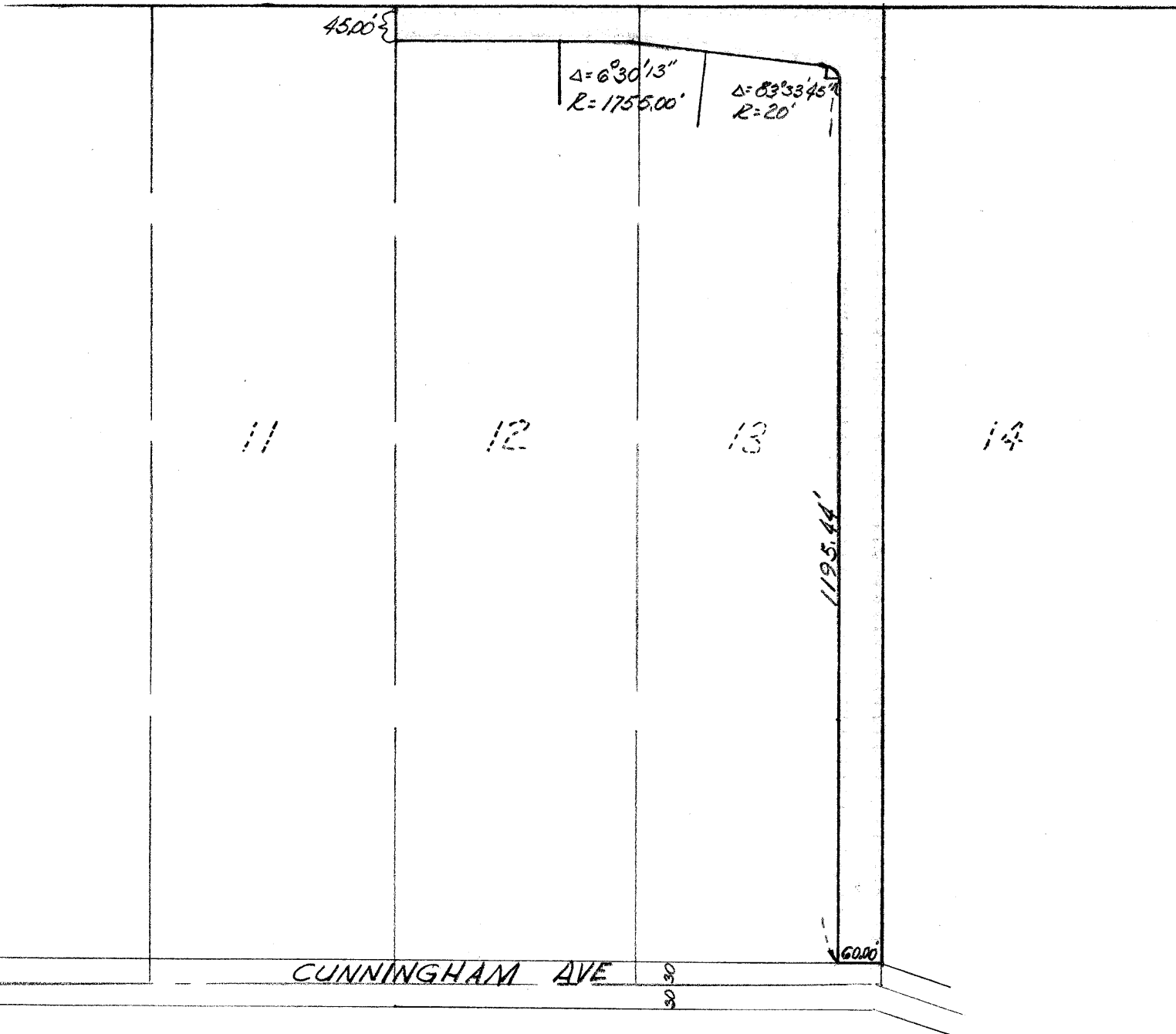
EXCEPT that portion described as follows: Beginning at the Northwest corner of Lot 12 as shown on said map; thence Easterly along the Northerly line of Lots 12 and 13 to the Northeast corner of Lot 13; thence Southerly along the Easterly line of Lot 13 to the Southeast corner of Lot 13; thence Westerly along the Southerly line of Lot 13, being the Northerly right of way line of Cunningham Avenue (60 ft. wide) 60.00 feet; thence leaving said Southerly line of Lot 13 and proceeding Northerly along a line parallel to and 60.00 feet distant from the Easterly line of Lot 13 1195.44 feet more or less, to a point in a line tangent to a curve; thence Northerly along said curve to the left 29.17 feet, through an angle of $83^{\circ} 33' 45''$ with a radius of 20 feet, to a point in a line tangent to said curve; thence Westerly along said tangent 167.55 feet to a point in a line tangent to a curve; thence Westerly along said curve to the left 199.21 feet, through an angle of $6^{\circ} 30' 13''$ with a radius of 1755.00 feet; thence Westerly along a line parallel to and 45.00 feet distant from the Northerly line of Lot 12 as shown on said map to the Westerly line of Lot 12; thence Northerly along the Westerly line of Lot 12 to the point of beginning.

This parcel of land containing 17.490 acres, more or less.



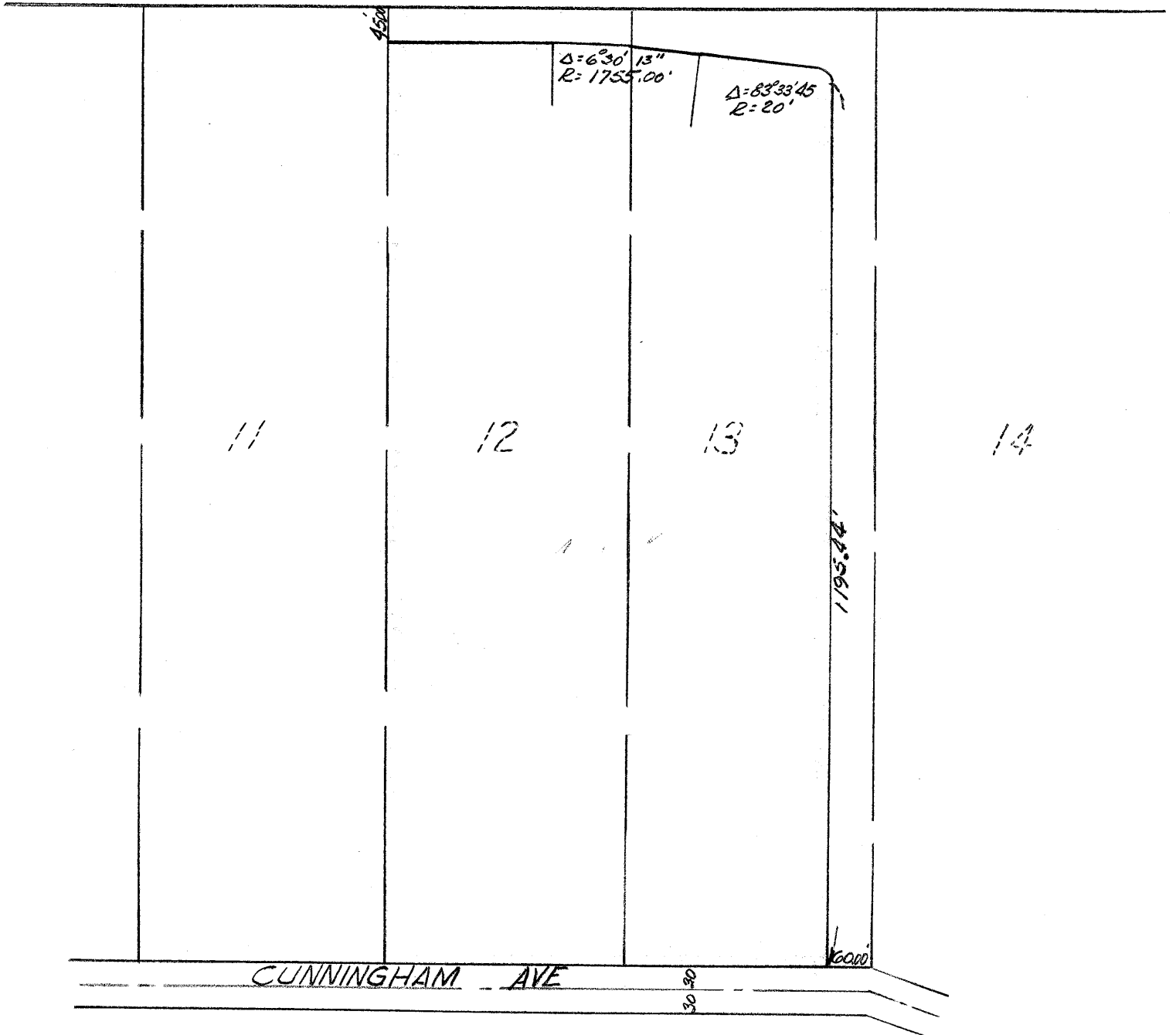
This is not a survey of land but compiled from Official Records

No Scale



This is not a survey of land but compiled from Official Records

No Scale



This is not a survey of land but compiled from Official Records



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 17, 1962

Fee: \$52.50

IMPORTANT
When replying refer to
Our No. **240578**

Department of Public Works
20 West Rosa Street
San Jose, California

Hillview Airport

Your No.

Attn: Mr. Besson

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m.

B.M. Blanchard
B.M. BLANCHARD Title Officer

Vestee: **SENOVIO R. MUNOZ,**
who acquired title as a widower

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Sale to the State of California on June 29, 1962 on account of non-payment of Second installment of County and City Taxes for the fiscal year 1961-62. Assessment Number 489-14-19. Code Number 43-77. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$94.25.
- Third:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue.
- Fourth:** Right of way for electric transmission line over Lot 39, herein referred to, as granted by Manuel C. Silva and May Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated November 17, 1927 and recorded November 30, 1927 in Book 344 of Official Records, at page 228, and more particularly described as follows:

Beginning at a point in the Southeasterly boundary line of said Lot 39, (marked by a fence now upon the ground), from which a 2" x 3" stake marking the intersection of the Southeasterly boundary line of Lot 40, with the Southwesterly boundary line of Swift Avenue, as shown upon said Map, bears North 49° 47' East 88.0 feet distant, and running thence North 39° 20' West 800.0 feet, more or less, to a point in

the Northeasterly boundary line of said Lot 39.

Fifth: Right of way for electric transmission line over Lot 40 herein referred to, as granted by John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated December 20, 1932 and recorded February 11, 1933 in Book 638 Official Records, at page 360, and more particularly described as follows, to-wit:

Beginning at a point in the Northwestern boundary line of said Lot 40 (said boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue, (said intersection being marked by the intersection of fences now upon the ground), bears South 7° 39' East 35.7 feet distant, and running thence South 39° 20' East 1300 feet, more or less, to a point in the Southwesterly boundary line of said Lot 40.

Sixth: Right of way for electric and telephone transmission line over the Northeasterly 6 feet of Lot 40 herein referred to, as granted by Anton J. Bondesen, et ux, to Pacific Gas and Electric Company, and The Pacific Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 Official Records, page 270, reference to the record thereof is hereby made for further particulars.

Seventh: Deed of Trust by Evelyn G. Herring, to San Jose Abstract & Title Co., a corporation, as Trustee, to secure the payment to Frank Cabera and Anita Cabera, his wife, as joint tenants, of \$9,500.00 and additional advances, dated May 27, 1957 and recorded May 28, 1957 in Book 3808 Official Records, page 327. (Recorder's Serial Number 1344339)

Western Title Guaranty Company, Santa Clara County Division, formerly San Jose Abstract & Title Co., is now Trustee of record under the above Deed of Trust.

Request that copies of Notices of Default and Notices of Sale under said Deed of Trust be mailed to Millard J. Schaefer at 678 Lucot Way, Campbell, California, was recorded July 22, 1957 in Book 3849 Official Records, page 211.

Request that copies of Notices of Default and Notices of Sale under said Deed of Trust be mailed to Mrs. Eleanore M. Schaefer at 3501 Pruneridge Avenue, Santa Clara, California, was recorded May 4, 1961 in Book 5157 Official Records, page 187.

Eighth: Deed of Trust by Senovio R. Munoz, a widower, to City Title Insurance Company, a California corporation, as Trustee, to secure the payment to Eleanore M. Schaefer, a married woman, of

\$2,500.00 and additional advances, dated April 21, 1961 and recorded May 4, 1961 in Book 5157 Official Records, page 188. (Recorder's Serial Number 1992596)

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 2: First installment of County and City Taxes for the fiscal year 1961-62 has been paid. Assessment Number 489-14-19. Code Number 43-77.

Amount of Tax \$84.18

The above installment includes \$8.77 personal property tax.

Note 3: The above Vestee acquired title to premises by Deed from Leandro Hernandez and Corine R. Hernandez, his wife, dated April 28, 1961 and recorded May 4, 1961 in Book 5157 Official Records, page 186, (Recorder's Serial Number 1992594) and to which Deed there were affixed Revenue Stamps in the sum of \$4.40.

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value Real Estate	\$760.00
Assessed value Improvement	1,020.00
Assessed value Personal Property	100.00

• The Address of the above Vestee as disclosed by the County

Tax Rolls for the fiscal year 1961-62 is 157 So. Capitol,
San Jose, California.

DESCRIPTION

For Description of the real property referred to herein, see
EXHIBIT A, attached hereto and made a part hereof.

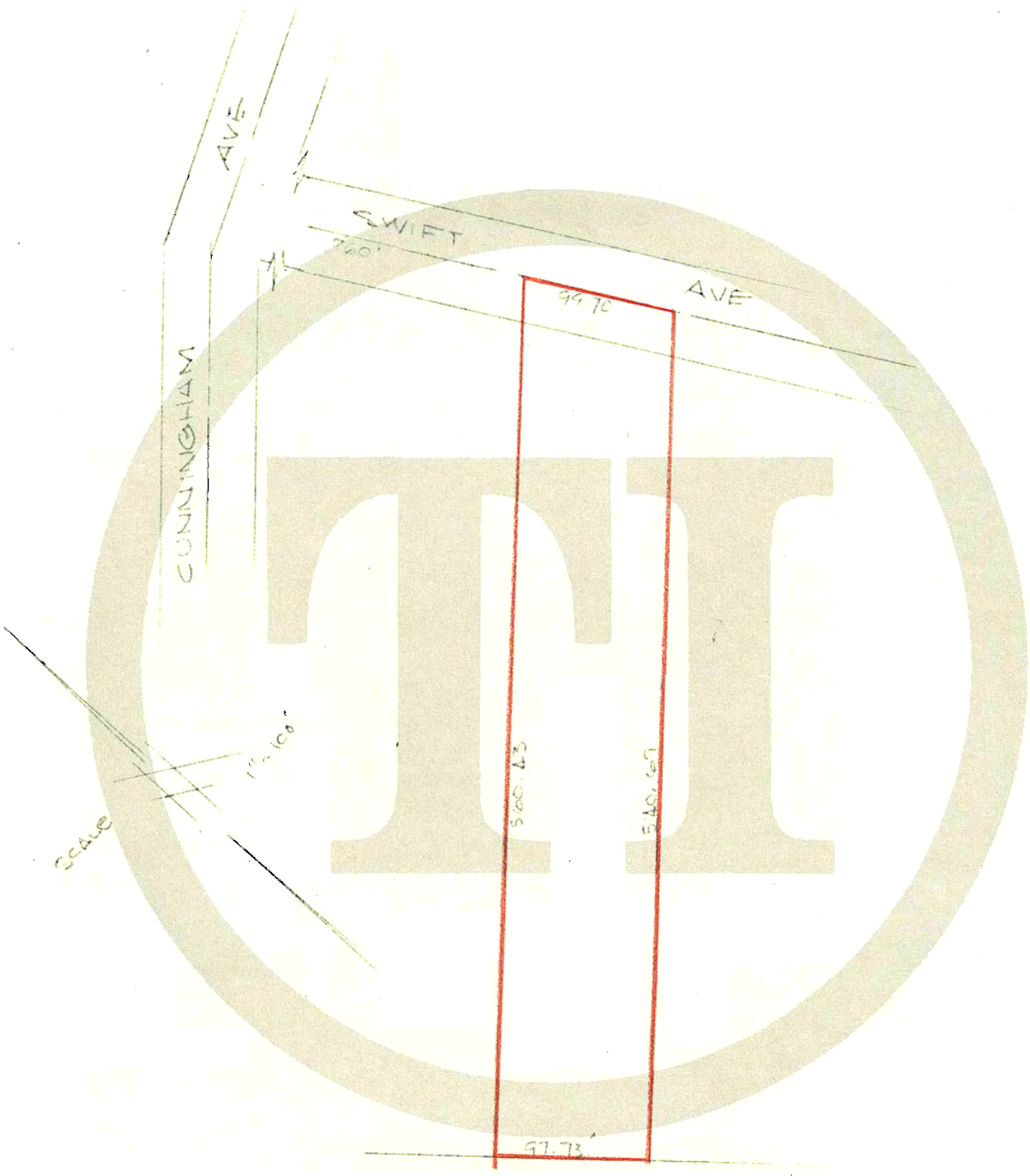
ET:ke

5 copies to Department of Public Works

EXHIBIT A

All that certain real property situate in the city of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide distant thereon South 28°44' East 760.00 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue South 28°44' East 99.70 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon said Map South 49°51' West 540.69 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39, North 40°09' West 97.73 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40 North 49°51' East 560.43 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40 as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.



FILMORE TRACT C-MAP-57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid Hillview Parcel No.: 14-19
 Grantor: Munoz, Senovio Telephone: _____ Entire Area: _____
 Property Address: Swift Lane 760' S.E. Cunningham 50,950 sq. ft. or 1.168 ac
 Mailing Address: 157 S. Capitol Ave., S.J. Part Required: _____
 Jurisdiction: City of San Jose 50,950 sq. ft. or 1.168 ac
 Remainder: None None ac

Unit Land Cost: 0.172 Budget Appraisal O.I.P.
 Sq. Ft.: \$ 0.172 196__ 196 2 Deposit Settlement
 Acre: \$ 7,500
 Land Acquired: \$8,760 \$8,760
 Sq. Ft.: 50,950
 Acre: 1.168

Improvements: 3,740 3,740

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$12,500 \$12,500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
- 4.x Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
- 7.x Continued Occupancy
8. Settlement Justification
9. xTitle Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

	No. of Rooms	Area Sq. Ft.	Age	Condition
Two substandard residences - stucco exterior				
a)	4	1020	15	Poor
b)	3	543	15	Poor

County to take possession 60 days after close of escrow. \$100.00 withheld to insure performance.

ITEM #9 - TITLE EXCEPTIONS

- Clear:
1. Taxes
 2. Delinquent taxes
 7. Deed of Trust
 8. Deed of Trust

County take subject to:

3. Road R/W
4. Electric Trns. Line R/W
5. Electric Trans. Line R/W
6. Electric & telephone trans. line R/W

AGENDA

DATE 4-8-63
 ITEM NO. 21 a
 ENC. NO. 18
 BOARD ACTION OK'd

Title Co.: Title Insurance
 #240578 Date: Aug. 27, 1962
 Grantor Acquired Date: Apr. 28, 1961
 I.R.S. \$4.40
 Appraised by: Staff
 Date: 1-63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: Attachment
 Resolutions: _____
 Deeds: In R/W file Maps: _____
 Negotiating Agent: Doyle
 Dep. County Counsel: _____

[Signature]
 Approval
 To County Counsel 5/9/63
 Agenda: Item# 18
4/8/63

Adopted resolution of intention to purchase EW

RIGHT OF WAY DATA SHEET

Valley Title Company of
 Grantor: Santa Clara County Project: Reid Hillview Airp. Parcel No.: 3511-32-12 & 13
 Property Address Cunningham Ave. at Swift Lane Entire Area:
 Mailing Address: 38 North First Street, San Jose N. A. sq. ft. 20.038 ac
 Telephone: CY 2-7150 Part Required:
 Jurisdiction: San Jose All sq. ft. _____ ac
 Remainder:
None sq. ft. _____ ac

Unit Land Cost: Appraisal O.P. Settlement
 Sq. Ft.: \$ 0.19 19 63 Deposit _____
 Acre: \$ 8,500.00 Deposit as shown \$161,250.00
 See Item #7- 0.454 ac. in street \$161,250.00 covered road
 Improvements: 1.226 ac. in easement requirement only.
 Damages: 18.358 ac. in fee
 Benefits: 20.038 ac. gross
 Other Consideration _____

Total Consideration: \$161,250.00 \$17,570.00 \$161,250.00
 Cash to Grantor: \$161,250.00

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. Continued Occupancy
 7. Settlement Justification
 8. Title Exceptions
 9. Note to County Counsel
- Title Co.: Title Insurance & Trust
 No.: 247033 Date: 7-1-63
 Grantor Acquired: 7-15-63
 I.R.S. \$ None
 Appraised by: F. B. Sullivan
 Date: November, 1963
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: Sept. 16, 1963
 O.P.: As to road parcel
 Agreements: Attached
 Resolutions: _____
 Deeds: To Record Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
No Improvements			
<u>ITEM #7 - SETTLEMENT JUSTIFICATION</u>			
No value was ascribed to the 0.454 ac. in Cunningham Avenue. One-half fee value was ascribed to the 1.226 ac. in P. G. & E. tower line easement.			
<u>ITEM #8 - TITLE EXCEPTIONS</u>			
Clear:			
1. Taxes prorated close of escrow			
4. Trust deed			
Subject to:			
2. Public rights in Cunningham Ave.			
3. P. G. & E. easement			
<u>ITEM #9 - NOTE TO COUNTY COUNSEL</u>			
Per earlier discussions with Deputy County Counsel R. Harrison, we understand this can be submitted directly to the Board for approval pursuant to provisions of Government Code Section 25350 since an action in eminent domain is pending thereon.			

Approval
 To County Counsel:
 Agenda : 2/3 Item # _____
 382 (Replaces RC-11)

REQUEST FOR CONDEMNATION RESOLUTION
RIGHT OF WAY OR PROPERTY DATA SHEET

S.D.# 2

12,13A

To: _____ Project: Reid-Hillview Airport Parcel No. 3511-32-
 Grantor: Valley Title Company Telephone: CY 2-7150 Entire Area: 761,864 sq. ft.
 Property Address: On N. side of Cunningham opp. Swift Avenue sq. ft. or 17.490 ac
 Mailing Address: 38 North First St., San Jose Part Required:
 Jurisdiction: San Jose Remainder: All sq. ft. or All ac
 (See Parcel 3511-32-13B ac
 12

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.15</u>	196	196	Deposit	Settlement
Acre: \$ _____		<u>3</u>		
Land Acquired: <u>7,000</u>				
Sq. Ft.: <u>761,864</u>		\$122,430		
Acre: <u>17.490</u>				
Improvements: <u>OLD RANCH BUILDINGS</u>		<u>2,000</u>		
		<u>Interim Value</u>		
Severance:				
Benefits:				
Other Consideration:				

Total Consideration - Offset by Benefits: \$124,430

Project Budget Data

Total Authorized:	Cash Payment in this Contract:
Balance after this Acquisition:	% Obligated to Date:
Current Indicated Budget Status - Budget Excess:	Budget Deficit:

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

No. of	Area		
<u>Rooms</u>	<u>Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>

This parcel is needed for airport purposes.

The owners want \$8,500 per acre and because of the P.G.&E. easement, it has been appraised for less.

A request for condemnation resolution is being submitted for road purposes, simultaneously on the remaining property. The two parcels comprise a full take of the entire acreage. The two parcels combined total 20 acres.

The parcel number of the property needed for road purposes is 3511-32-12,13A.

Title Co.: Title Ins. & Trust Co.
 # 247033 Date: 7-1-63
 Grantor Acquired Date: 7-7-63
 I.R.S. None
 Appraised by: Samuelson
 Date: February 1963
 Type of Title: Fee
 Zoning: Unclassified
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCreedy
 Dep. County Counsel: Thompson

[Signature]
Approval

To County Counsel:
 Agenda: 8/19/63 Item#

REQUEST FOR CONDEMNATION RESOLUTION
RIGHT OF WAY OR PROPERTY DATA SHEET

S.D.# 2

Reid-Hillview Airport

12,13B

To: _____ Project: (Ocala Avenue) Parcel No.: 3511-32
 Grantor: Valley Title Company Telephone: CY 2-7150 Entire Area: 109,336 sq ft
 Property Address: On N. Side of Cunningham opp. 109,336 sq. ft. or 2,510 ac
 Mailing Address: 38 N. First St., San Jose Swift Ave. Part Required: _____
 Jurisdiction: San Jose All sq. ft. or All ac
 Remainder: (See Parcel 3511-32-12,13A) ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.15</u>	196	196	Deposit	Settlement
Acre: \$ <u>7,000</u>		<u>3</u>		
Land Acquired:				
Sq. Ft.: <u>109,336</u>				
Acre: <u>2,510</u>		\$17,570	\$17,570	

Improvements:
 Severance:
 Benefits:
 Other Consideration:

Total Consideration - Offset by Benefits: \$17,570 \$17,570

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. Salvage Bldgs.
 7. Continued Occupancy
 8. Settlement Justification
 9. Title Exceptions
 10. _____
 11. _____
 12. _____
- Title Co.: Title Ins. & Trust Co.
 # 247033 Date: 7-1-63
 Grantor Acquired Date: 7-7-63
 I.R.S. None
 Appraised by: Samuelson
 Date: Feb. 1963
 Type of Title: Fee
 Zoning: unclassified
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : Please Prepare OIP on 3511-32-12,13B
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready
 Dep. County Counsel: Thompson

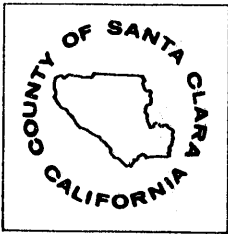
Description of Improvement Acquired

No. of	Area		
<u>Rooms</u>	<u>Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>

This parcel is needed for road purposes and an order for possession is now necessary for construction requirements of Ocala Ave. The owners want \$8,500 per acre, and because of the P.G. & E. easement, it has been appraised for less. A request for condemnation resolution is being submitted for airport purposes simultaneously on the remaining property. The two parcels comprise a full take of the entire acreage. The two parcels combined total 20 acres. The parcel number of the property needed for airport purposes is 3511-32-12,13A.

E.D. Hodge
 Approval

To County Counsel:
 Agenda: 8/19/63 Item#



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: January 22, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF February 3, 1964

FROM: Hodge, Right of Way Division, Public Works

TITLE: Agreement for Purchase of Real Property Required for Reid Hillview Airport

DESCRIPTION:

Parcel 3511-32-12 & 13

Valley Title Company of Santa Clara County (Topaz Builders); \$161,250.00; located on the northwesterly side of Cunningham Avenue westerly of Swift Lane in San Jose. This involves 20.038 acres of vacant land. Value is ascribed as follows:

- 18.358 ac. unencumbered fee value @ \$8,500.00 per ac
- 0.454 ac. in street - no value
- 1.226 ac. in P. G. & E. tower line easement - 1/2 fee value

Zoning R-1

APPROVED:

James T. Pott

JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: 2-3-64

ITEM NO: 7d

BOARD ACTION Auth.

RIGHT OF WAY DATA SHEET

Valley Title Company of
 Grantor: Santa Clara County Project: Reid Hillview Airp. Parcel No.: 3511-32-12 & 13
 Property Address Cunningham Ave. at Swift Lane Entire Area:
 Mailing Address: 38 North First Street, San Jose N. A. sq. ft. 20.038 ac
 Telephone: CY 2-7150 Part Required:
 Jurisdiction: San Jose All sq. ft. _____ ac
 Remainder:
 None sq. ft. _____ ac

Unit Land Cost:	Appraisal	O.P. Deposit	Settlement
Sq. Ft.: \$ <u>0.19</u>	<u>19 63</u>		
Acre: \$ <u>8,500.00</u>			
See Item #7- <u>0.454 ac. in street</u>	<u>\$161,250.00</u>	Deposit as shown	<u>\$161,250.00</u>
<u>1.226 ac. in easement</u>		covered road	
Improvements: <u>18.358 ac. in fee</u>		requirement only.	
Damages: <u>20.038 ac. gross</u>			
Benefits:			
Other Consideration			
Total Consideration:	<u>\$161,250.00</u>	<u>\$17,570.00</u>	<u>\$161,250.00</u>
		Cash to Grantor:	<u>\$161,250.00</u>

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. Continued Occupancy
 - 7.* Settlement Justification
 - 8.* Title Exceptions
 - 9.* Note to County Counsel
- Title Co.: Title Insurance & Trust
 No.: 247033 Date: 7-1-63
 Grantor Acquired: 2-15-63
 I.R.S. \$ None
 Appraised by: F. B. Sullivan
 Date: November, 1963
 Type of Title: Fee
 Zoning: R-1
 Access Rights: --
 Suit Filed: Sept. 16, 1963
 O.P.: As to road parcel
 Agreements: Attached
 Resolutions: _____
 Deeds: To Escrow Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
No Improvements			
ITEM #7 - SETTLEMENT JUSTIFICATION			
No value was ascribed to the 0.454 ac. in Cunningham Avenue. One-half fee value was ascribed to the 1.226 ac. in P. G. & E. tower line easement.			

ITEM #8 - TITLE EXCEPTIONS			
Clear:			
1. Taxes prorated close of escrow			
4. Trust deed			
Subject to:			
2. Public rights in Cunningham Ave.			
3. P. G. & E. easement			

ITEM #9 - NOTE TO COUNTY COUNSEL			
Per earlier discussions with Deputy County Counsel R. Harrison, we understand this can be submitted directly to the Board for approval pursuant to provisions of Government Code Section 25350 since an action in eminent domain is pending thereon.			

E. D. H. J.
 Approval
 To County Counsel:
 Agenda : 2/3 Item #

o's

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have ^{Forty FIVE} ~~sixty~~ (45) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of said real property upon ~~approval of this Agreement by County.~~ ~~the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.~~

11. Lease Warranty

The Owner warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Owner further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Owner's for a period exceeding one month.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California this ____ day of _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 15 day of JAN,
19 64.

Valley Title Company of Santa Clara,
a corporation

By S/ Terrold S. Engle
Assit Secretary Seal

By _____
Owner

Address 31 N. First Street
San Jose, California

APPROVED AS TO FORM:

SPENCER M. WILLIAMS, County Counsel

By William S. Harrison
Deputy County Counsel

4-5-63

DESCRIPTION

All that certain real property situate in the City of San Jose County of Santa Clara, State of California, described as follows:

ALL OF LOTS 12 and 13 as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, page 57.

EXHIBIT "A"

Board of Supervisors _____
County Counsel _____
Owner _____
Title Company _____
Controller _____
Public Works _____

S. D. No. 2

Project: Red Hillview Airport

Parcel No.: 3511-12-12,-13

Grantor: Valley Title Company of Santa Clara

AGREEMENT FOR PURCHASE OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Valley Title Company of Santa Clara, a corporation.

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of One Hundred Sixty One Thousand Two Hundred Fifty/ ^{Dollars} (\$ 161,250.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except exceptions 2 and 3 of Title Insurance & Trust Company preliminary report No. 247033 dated July 1, 1962.

and agrees that said deed will be deposited with the Trust Title Insurance Company in escrow account number 247033 not later than 20 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Said escrow costs shall not, however, include usual and customary reconveyance fees, trustee's fees, forwarding fees, or penalty (if any) for payment in full in advance of maturity incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by the Owner.

Spencer R. W. [Signature]

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty ⁽¹⁵⁾~~(60)~~ days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of said ~~approval of this Agreement by County.~~ real property upon the close of escrow, and where applicable, all ~~rents shall be prorated as of the close of escrow.~~ rents shall be prorated as of the close of escrow.

11. Lease Warranty

The Owner warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Owner further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Owner's for a period exceeding one month.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California this ____ day of _____, 19_____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this ____ day of _____,
19_____.

Valley Title Company of Santa Clara,
a corporation

By _____

By _____
Owner

Address 33 N. First Street
San Jose, California

APPROVED AS TO FORM:

SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

4-5-63

BOOK 6332 PAGE 358

STATE OF CALIFORNIA
County of Santa Clara
this 24th day of October
Edna Evans

at _____, in the year one thousand nine hundred and sixty-three, before me
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Philip J. Cronin is subscribed to the within instrument
known to me to be the person whose name
or names therein, who, being by me duly sworn
deposed and said: that he resides in the County of
Santa Clara, State of California;
that he is present and saw Nicholas A. Di Salvo
and Frances Di Salvo
(personally known to him to be the person described in, and who executed the said
within instrument as parties thereto, sign, seal, and deliver the same; that the said
parties



duly acknowledged in the presence of
said affiant, that they executed the same and that he, the said affiant,
thereupon, and at the request of said parties
parties, subscribed his name as a witness thereto.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Santa Clara the day and year in this
certificate first above written.

Philip J. Cronin
Notary Public, State of California
My Commission Expires January 19, 1966

Form No. 48 (Adopted January 1, 1955)
C. C. Secs. 1193-1197, C. C. P. Sec. 1925

2547913 JAN 364

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PARCEL ONE

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 859.70 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said center line of Swift Avenue, South 22° 44' East 103.73 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon the Map hereinafter referred to, South 49° 51' West 520.15 feet to the Southwesterly line of said Lot 39; thence along said Southwesterly line of said Lot 39, North 40° 09' West 101.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 540.69 feet to the point of beginning. Containing approximately 1.16 acres of land, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL TWO

BEGINNING at a point in the center line of Swift Avenue, distant thereon South 28° 44' East 963.43 feet from the point of intersection of said center line with the center line of Cunningham Avenue, as shown on the Map hereinafter referred to; thence from said point of beginning along said center line of Swift Avenue, South 22° 44' East 92.51 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown on said Map, South 49° 51' West 501.94 feet to the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 90.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 520.15 feet to the point of beginning, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL THREE

BEGINNING at a point in the center line of Swift Avenue, 60 feet

2547913 JAN 364

wide, distant thereon South $20^{\circ} 44'$ East 1055.94 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South $28^{\circ} 44'$ East 281.44 feet to the most Easterly corner of Lot 40, as shown on said Map; thence along the Southeasterly lines of Lots 40 and 39 as shown on said Map, South $49^{\circ} 51'$ West 443.17 feet to the most Southerly corner of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 275.88 feet to the point which bears South $49^{\circ} 51'$ West and parallel with said Southeasterly lines of Lots 40 and 39, 501.84 feet from the point of beginning; thence parallel with said Southeasterly lines of Lots 39 and 40, North $49^{\circ} 51'$ East 501.84 feet to the point of beginning. Containing approximately 3.00 acres, and being a portion of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

ALSO BEING a portion of the property shown upon the Map of Record of Survey filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, at page 6.

2547913 JUN 364

188-14-20
189-14-21
188-14-22

240587 - WEB

2547913

REID HILLVIEW AIRPORT
D18alvo
3511-14 - 20, 21, 22
T.I. 240587

BOOK 6332 PAGE 356

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of December, 1962.

By: James T. Hall
Assistant Director of
Public Works of the County of
Santa Clara

2547913

JRK:mab
Revision of 1/4/62

2547913 JAN 364

RIGHT OF WAY DATA SHEET

3511-

Grantor: Nicholas Di Salvo, et ux Project: Reid Hillview Air. Parcel No.: 14,20,21,22

Property Address W. side Swift Lane, E. side Airport Entire Area:

Mailing Address: 1336 Duke Way, San Jose 216,720 sq. ft. 4.9752+ ac

Telephone: 264-1749 Part Required:

Jurisdiction: San Jose 216,720 sq. ft. 4.9752+ ac

Remainder:

sq. ft. None ac

Unit Land Cost:	Samuelson Appraisal	O.P. Deposit	Settlement
Sq. Ft.: \$ <u>0.16+</u>	<u>1962</u>		
Acre: \$ <u>7,000.00</u>	<u>\$35,000.00</u>		<u>\$35,000.00</u>
(See below)			

Improvements: None

Damages:

Benefits:

Other Consideration

AGENDA

DATE 11-25-63

ITEM NO. 34

ENC. NO. 33

BOARD Adopted
Comm. purchase

Total Consideration: \$35,000.00

\$35,000.00

Cash to Grantor: \$35,000.00

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals *
4. Withheld Funds
5. Excess Lands
6. Continued Occupancy
7. Settlement Justification*
8. Title Exceptions *
- 9.

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
--------------	--------------	-----	-----------

ITEM #3 - RENTALS

Vacant land, no rental involved

ITEM #7 - SETTLEMENT JUSTIFICATION

This settlement is essentially \$7,000 per acre for 5 acres. Actually the acreage is slightly below the even 5 acres, therefore, the acreage rate divides out to \$7,034.89±.

Appraisal by Clevenger	\$37,350
Appraisal by Samuelson	35,000
Staff concurs in Samuelson's valuation of	
<u>\$35,000.00</u>	

AGENDA

ITEM #9 - TITLE EXCEPTIONS

11-4-63

Clear:

ITEM NO. 10

1. Taxes ENC. NO. 14

6. Deed of Trust BOARD ACTION OK

Note 1 on page 3 of title report dated 10-22-63

Take subject to:

2. Road R/W Purchase to be consummated 11-25-63
3. P. G. & E. R/W
4. P. G. & E. R/W
5. P. T. & T. R/W

Title Co.: Title Insurance & Trust

No.: 240587 Date: 8-27-62

Grantor Acquired: Sept. 20, 1960

I.R.S. \$ 18.70

Appraised by: Clevenger, Samuelson

Date: Nov. 61 Jan. 62

Type of Title: Fee

Zoning: R-1

Access Rights: --

Suit Filed: 8-26-63

O.P.: None

Agreements: --

Resolutions: Intention of Consummate

Deeds: R/W file Maps:

R/W Agent: Philip J. Cronin

Dep. Co. Counsel: Harrison

S. D. Hoyle

Approval

To County Counsel:

Agenda: 11/4/63

Item #

EDH
OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: **March 30, 1964**

TO: Clerk of Board of Supervisors

FROM: County Counsel

SUBJECT: Property Acquisition

Enclosed are a deed and title insurance policy for your permanent records for the following property acquisition:

Project: **Reid-Hillview Airport**

Parcel No.: **2511-14-20**

Grantor: **Nicholas A. DiSalvo, et ux.**

Deed Recorded: Date: **1-3-64**
Book: **6332**
Page: **356**

Tax cancellation forms have been forwarded to Assessor's Office (3-30-64).

SPENCER M. WILLIAMS
County Counsel

By **Richard S. Harrison**
Deputy County Counsel

CW
Copies:

~~Public Works - Right of Way Section~~
County Counsel

January 13, 1964

Mr. C. J. MacPherson
Business Manager
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Subject: Reid-Hillview Airport
Parcel No. 3511-14-20,21,22
DiSalvo

Dear Mr. MacPherson:

The following information pertains to the above parcel.

- Deed to County recorded on January 3, 1964.
- Property vacated pursuant to Order for Possession.
- Keys to be delivered to Business Management pursuant to agreement.
- Keys attached.
- ~~Construction requires clearance of all improvements~~
 Vacant Land.
- Property may be rented until approximately _____

Your attention is called to the Right of Way Data Sheet for property address, description of improvements purchased and other pertinent data relative to occupancy.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

JAMES H. WHITCOMB

EDH:JHW:

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

December 9, 1963

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Title Insurance & Trust Company
66 North First Street
San Jose 13, California.

Re: Escrow No. 240587: Reid Hillview Airport
Nicholas A. DiSalvo et ux - owner
Parcel No. 2511-14-20

Gentlemen:

This letter and the enclosed agreement will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$35,000.00.

2. You are instructed to receive an executed deed from owners having a property description corresponding to that used in the agreement. A certificate of acceptance of deed is enclosed. Upon receipt of said deed you are instructed to issue a title insurance policy free and clear of all liens and encumbrances. Purchaser will, however, take subject to items #2, 3, 4 and 5 of preliminary title report #240587 dated October 22, 1962. Title shall be insured in the amount of \$35,000.00

3. Taxes will be prorated as of the date of the close of escrow, in accordance with provision number five of the agreement.

4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.

COPY

Title Insurance & Trust Company
Page Two
December 9, 1963

5. You are further instructed that no revenue stamps are to be issued.

6. Upon close of escrow please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT/gc:

encls: Warrant
Cert. of Accept.
Agreement
Deed

cc: Department of Public Works
Right of Way Section

CONSULTING ENGINEER

DEC 18 1963
DEPT. OF PUBLIC WORKS
RECEIVED

MEMORANDUM

To: Richard Harrison, Deputy Co. Counsel From: E. D. Hodge, Chief R/W Agent

SUBJECT: Reid Hillview Airport Date: December 11, 1963
Di Salvo - 3511-14 & 20
County vs. Di Salvo, et al - S.C.C. No. 148902

Returned herewith are original summons and two copies of related suit papers in the above-referenced action. The property involved in this suit was settled by negotiations and the transaction consummated by the Board on November 26, 1963.

To the best of my knowledge, no service was made on any of the parties named therein.

EDH:JFM:o's

Attachment

December 5, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport
DeSalvo - 3511-14-20, 21, 22

Dear Mr. Williams:

Attached are the following papers:

- (x) Deed
- (x) Certificate of Acceptance
- () Rental Letter
- ()

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

July 10, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Rosa Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tobares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12, 13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1963

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed ^{SVI} data sheet for our right of way file.

Please advise if any further documents or other information is needed.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:TRH:0/s

Enclosures

OUR SETTLEMENT

216,720 SF TOTAL

14,330 AREA TO BE DEDICATED

202,390 NET ACRES INCLUDING EASEMENT

18,280 EASEMENT AREA

184,110 NET ACRES — LESS DEDICATION ~~X~~ EASEMENT ADJ

$$\frac{184,110}{43,560} = 4.23 \text{ ACRES @ } \$7250 \text{ per acre} = \$ 33,205.50$$

$$\frac{18,280}{43,560} = 0.42 \text{ ACRES @ } \$3925 \text{ per acre} = \$ 1,648.50$$

\$ 34,854.00

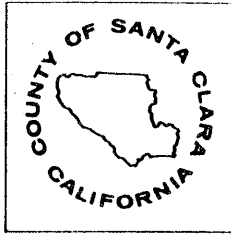
SAY \$ 35,000.00

DISCOUNT

$$216,720 \text{ SF} = \frac{4.9752 \text{ Ac}}{4.98^{(-)}} @ \$ 7,028.11 = \$ 35,000$$

OLD FIGURES

$$216,720 \text{ SF} = 4.98 \text{ AC @ } \$ 6,024.10 = \$ 30,000.00$$



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: N. Di Salvo
Project: Reid-Hillview Airport
Parcel No.: 3511-14-20, 21, 22
Escrow No.: 240587

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from August 27, 1962 the date of our preliminary report to June 3, 1963 at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. B. Rayland, Title Officer

COUNTY OF SANTA CLARA

Department of PUBLIC WORKS

JAMES B. ENOCHS - DIRECTOR OF PUBLIC WORKS

SANTA CLARA COUNTY OFFICE BLDG. •
20 W. ROSA STREET • SAN JOSE 10, CALIFORNIA

OTIS T. CALHOUN - ASST. DIRECTOR - BUILDINGS
JAMES T. POTT - ASST. DIRECTOR - HIGHWAYS

June 3, 1963

Subject: Owner: *N. Di Salvo*
Project: *Raid-Hillview Airport*
Parcel No.: *3511-14-20, 21, 22*
Escrow No.: *7.1.7. 240587*

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from *August 27, 1962* the date of our preliminary report to at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

COPY

RESOLUTION OF NOTICE OF INTENTION TO PURCHASE
REAL PROPERTY

WHEREAS, the County of Santa Clara desires to purchase certain real property for the ultimate construction and development of certain lands for the ultimate construction and improvement of an airport; and

WHEREAS, it is necessary to purchase certain real property for that purpose which is of a value in excess of Two Thousand Dollars (\$2,000.00); it is further necessary that a notice of the said purchase be made and published as provided in Section 25350 of the California Government Code; and

WHEREAS, the information required in the said section of the California Government Code is as follows:

1. Property proposed to be purchased is described as follows:

Parcel #1

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 859.70 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said center line of Swift Avenue, South 28° 44' East 103.73 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon the Map hereinafter referred to, South 49° 51' West 520.15 feet to the Southwesterly line of said Lot 39; thence along said Southwesterly line of said Lot 39, North 40° 09' West 101.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 540.69 feet to the point of beginning. Containing approximately 1.16 acres of land, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Parcel #2

Beginning at a point in the center line of Swift Avenue, distant thereon South 28° 44' East 963.43 feet from the point of intersection of said center line with the center line of Cunningham Avenue, as shown on the Map hereinafter referred to; thence from said point of beginning along said center line of Swift Avenue, South 28° 44' East 92.51 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown on said Map, South 49° 51' West 501.24 feet to the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 90.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 520.15 feet to the point of beginning, and being portions of Lots 39 and

40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Parcel #3

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 1055.94 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South 28° 44' East 281.44 feet to the most Easterly corner of Lot 40, as shown on said Map; thence along the Southeasterly lines of Lots 40 and 39 as shown on said Map, South 49° 51' West 446.17 feet to the most Southerly corner of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 275.88 feet to the point which bears South 49° 51' West and parallel with said Southeasterly lines of Lots 40 and 39, 501.84 feet from the point of beginning; thence parallel with said Southeasterly lines of Lots 39 and 40, North 49° 51' East 501.84 feet to the point of beginning. Containing approximately 3.00 acres, and being a portion of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Also being a portion of the property shown upon the Map of Record of Survey filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, at page 5.

2. The purchase price shall be Thirty Five Thousand and No/100 (\$35,000.00).

3. The vendors are Nicholas A. Di Salvo and Frances Di Salvo.

4. This Board of Supervisors of the County of Santa Clara will meet to consummate the purchase on NOV 25 1963 1963.

NOW, THEREFORE, IT IS RESOLVED that this resolution shall be published once a week for three successive weeks prior to NOV 25 1963, 1963, in a newspaper of general circulation in the County.

PASSED AND ADOPTED by the Board of Supervisors of the

County of Santa Clara, State of California, this _____
day of NOV 4 1963 1963, by the following vote:

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

P. A. Mehrkens
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

RECEIVED
NOV 2 1 32 PM '63
COUNTY OF
SANTA CLARA

GJT/gos
10/25/63

Project: Reid's Hillview

Parcel No.: 14-20

Grantor: DiSalvo

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Nicholas A. DiSalvo and Frances DiSalvo, his wife hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of

(\$ _____).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except exceptions 2, 3, 4, and 5 of preliminary title report #240587 dated October 22, 1962

and agrees that said deed will be deposited with the T.I. & Trust Title Insurance Company in escrow account no. 240587 not later than 60 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this _____ day of _____,
19_____.

Owner

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

9/29/61

CONDEMNATION RESOLUTION REQUEST
RIGHT OF WAY OR PROPERTY DATA SHEET

S.D.# 2
3511-14-20
3511-14-21
3511-14-22

To: _____ Project: Reid-Hillview Parcel No.: _____
Grantor: N. DiSalvo Telephone: _____ Entire Area: _____
Property Address: W.side Swift Lane, E.side Airport 216,720 +sq. ft. or 4.981+ ac
Mailing Address: 1336 Duke Way, San Jose Part Required: _____
Jurisdiction: San Jose sq. ft. or All ac
Remainder: None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.13+</u>	196	196	3	Deposit Settlement
Acre: \$ <u>6,000</u>				
Land Acquired:		\$30,000		
Sq. Ft.: <u>216,720+</u>				
Acre: <u>4.981+</u>				

Improvements:
Severance:
Benefits:
Other Consideration:

Total Consideration - Offset by Benefits: \$30,000

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
Balance after this Acquisition: _____ % Obligated to Date: _____
Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

No. of	Area		
<u>Rooms</u>	<u>Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>

Owner wants \$20,000 per acre and has rejected \$27,000 offer for entire property.
Appraised for \$30,000 by Staff.

Title Co.: Title Insurance & Trust
240587 Date: Aug. 27, '62
Grantor Acquired Date: Sept. 20, '60
I.R.S. \$18.70
Appraised by: Clevenger/Samuelson & Staff
Date: Nov. 61 June '62 Jan. 63
Type of Title: Fee
Zoning: _____
Access Rights: _____
Suit Filed: _____
O.I.P. : _____
Agreements: _____
Resolutions: _____
Deeds: _____ Maps: _____
Negotiating Agent: McCready (Doyle)
Dep. County Counsel: Harrison

Approval _____
To County Counsel:
Agenda: 8/13 Item#



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 22, 1962

- . Department of Public Works
- . 20 W. Rosa Street
- . San Jose, California

IMPORTANT

When replying refer to
Our No. **240587**

Hillview Airport

Your No.

Fee: \$52.50

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962

at 7:30 a.m.

B. M. Blanchard

B. M. Blanchard

Title Officer

Vestee: NICHOLAS A. DiSALVO and FRANCES DiSALVO,
his wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1962-63 now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue.
- Third:** Right of way for electric transmission line, as granted by Manuel C. Silva and Mary Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated November 17, 1927, recorded November 30, 1927 in Book 344 Official Records, page 228, the route of said transmission line being more particularly described as follows, to-wit:
- Beginning at a point in the Southeasterly boundary line of said Lot 39 (marked by a fence now upon the ground), from which a 2"x3" stake marking the intersection of the Southeasterly boundary line of Lot 40 with the Southwesterly boundary line of Swift Avenue, as shown upon said Map, bears North 49° 47' East 88.0 feet distant, and running thence North 39° 20' West 800.0 feet, more or less, to a point in the Northeasterly boundary line of said Lot 39.
- Fourth:** Right of way for electric transmission line, as granted by John Andrews and Marena Andrews, husband and wife to Pacific Gas and Electric Company, a corporation, by Deed dated December 20, 1932, recorded February 11, 1933 in Book 638 Official Records, page 360, the route of said transmission line being

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

more particularly described as follows, to-wit:

Beginning at a point in the Northwesterly boundary line of said Lot 40 (said boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (said intersection being marked by the intersection of fences now upon the ground), bears South 7° 39' East 35.7 feet distant, and running thence South 39° 20' East 1300 feet, more or less, to a point in the Southwesterly boundary line of said Lot 40.

- Fifth: Right of way for electric and telephone transmission line over the Northeasterly 6 feet of Lot 40 herein referred to, as granted by Anton J. Bondesen et ux to Pacific Gas and Electric Company, and The Pacific Telephone and Telegraph Company, California Corporations, by Deed dated August 23, 1946, recorded October 23, 1946 in Book 1384 Official Records, page 270, reference to the record thereof is hereby made for further particulars.
- Sixth: Deed of Trust by John Benavidez and Beatrice R. Benavidez, husband and wife, as joint tenants, to Porter Servicing Corporation, a California Corporation, as Trustee, to secure the payment to Porter Trust Deed Investment Corporation, a California Corporation, of \$2,910.00 and additional advances, dated July 24, 1959, recorded August 7, 1959 in Book 4506 Official Records, page 471, (Recorder's Serial Number 1675417). (Affects Parcel One)

The beneficial interest under the above Deed of Trust now stands of record in Bob Cassel.

Note 1: This Company assumes without liability therefor that the Raul F. Garcia, Raul S. Garcia, Celia Garcia, Sally Garcia and Ben Wiggins, Jr., named in the following instruments, are not one and the same persons as Raul Garcia and Celia Garcia, former owners of Parcel 3 of this Report:

- (a) Agreement to Reimburse by Raul F. Garcia with Board of Supervisors, County of Santa Clara, State of California, dated May 8, 1951, recorded May 18, 1951 in Book 2215 Official Records, page 559, (Recorder's Serial Number 719838).
- (b) Agreement to Reimburse by Raul S. Garcia with Board of Supervisors, County of Santa Clara, State of California, dated August 9, 1954, recorded August 24, 1954 in Book 2943 Official Records, page 621, (Recorder's Serial Number 1001088).
- (c) Agreement to Reimburse by Celia Garcia with Board of Supervisors, County of Santa Clara, State of California, dated December 21, 1955, recorded January 17, 1956 in Book 3388 Official Records, page 209, (Recorder's Serial Number 1169435).
- (d) Agreement to Reimburse by Ben Wiggins Jr., with Board of Supervisors, County of Santa Clara, State of California, dated April 10, 1956, recorded April 19, 1956 in Book 3472 Official Records, page 95, (Recorder's Serial Number 1201673).
- (e) Abstract of Judgment in the Municipal Court for the Sunnyvale Judicial District, County of Santa Clara, State of California, for \$84.61 together with interest and costs, against Sally Garcia also known as Soledad Garcia also known as Sally Trujillo, in favor of Credit Bureau of Santa Clara Valley, a corporation, docketed April 15, 1960, recorded April 29, 1960 in Book 4780 Official Records, page 170. Case No. 68. (Recorder's Serial Number 1808480)

This Company also assumes without liability therefor that the Mariano Gamez, named as promissor in the following Agreements to Reimburse is not one and the same person as the Mariano Gamez (also known as Mariano A. Gamez) former owner of Parcel 2 of this Report.

- (a) Agreement to Reimburse by Mariano Gamez with Board of Supervisors, County of Santa Clara, State of California, dated October 27, 1947, recorded November 1, 1947 in Book 1451 Official Records, page 329, (Recorder's Serial Number 487163).
- (b) Agreement to Reimburse by Lilly Gamez with Board of Supervisors, County of Santa Clara, State of California, dated October 27, 1947, recorded March 30, 1948 in Book 1589 Official Records, page 313, (Recorder's Serial Number 510495).

Note 2: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid.

Assessment Number 489-14-20. Code Number 43-77. (Affects Parcel 1)

First installment \$39.47

Second installment \$39.47

Assessment Number 489-14-21. Code Number 43-77. (Affects Parcel 2)

First installment \$36.70

Second installment \$36.70

Assessment Number 489-14-22. Code Number 43-77. (Affects Parcel 3)

First installment \$96.97

Second installment \$96.97

Note 3: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 4: The above vestees acquired title to premises by the following:

- (a) Parcel One in the Deed from John Benavidez and Beatrice R. Benavidez, his wife to Nicholas A. DiSalvo and Frances DiSalvo, his wife, in joint tenancy, dated September 30, 1960, recorded October 5, 1960 in Book 4940 Official Records, page 234, and to which Deed there were affixed Revenue Stamps in the sum of \$4.40.
- (b) Parcel Two in the Deed from Gabino Costales and Angelita Costales to Nicholas A. DiSalvo and Frances DiSalvo, his wife, in joint tenancy, dated September 20, 1960, recorded September 27, 1960 in Book 4929 Official Records, page 12, and to which Deed there were affixed Revenue Stamps in the sum of \$4.40.
- (c) Parcel Three in the Deed from Raul Garcia and Celia Garcia to Nicholas A. DiSalvo and Frances DiSalvo, his wife, as joint tenants, dated September 20, 1960, recorded September 27, 1960 in Book 4929 Official Records, page 14, and to which Deed there were affixed Revenue Stamps in the sum of \$9.90.

Note 5: The assessed valuations of premises for County and City Taxes

for the fiscal year 1961-62 are as follows:

Assessment Number 489-14-20. Code Number 43-77. (Affects Parcel 1)

Assessed value of real estate	\$760.00
Assessed value of improvement	100.00
Assessed value of personal property	none

Assessment Number 489-14-21. Code Number 43-77. (Affects Parcel 2)

Assessed value of real estate	\$700.00
Assessed value of improvement	100.00
Assessed value of personal property	none

Assessment Number 489-14-22. Code Number 43-77. (Affects Parcel 3)

Assessed value of real estate	\$2100.00
Assessed value of improvement	none
Assessed value of personal property	none

The address of the above vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is 1336 Duke Way, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see Exhibit A attached hereto and made a part hereof.

et/mf

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PARCEL ONE

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 859.70 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said center line of Swift Avenue, South 28° 44' East 103.73 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon the Map hereinafter referred to, South 49° 51' West 520.15 feet to the Southwesterly line of said Lot 39; thence along said Southwesterly line of said Lot 39, North 40° 09' West 101.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 540.69 feet to the point of beginning. Containing approximately 1.16 acres of land, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL TWO

BEGINNING at a point in the center line of Swift Avenue, distant thereon South 28° 44' East 963.43 feet from the point of intersection of said center line with the center line of Cunningham Avenue, as shown on the Map hereinafter referred to; thence from said point of beginning along said center line of Swift Avenue, South 28° 44' East 92.51 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown on said Map, South 49° 51' West 501.84 feet to the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 90.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 520.15 feet to the point of beginning, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL THREE

BEGINNING at a point in the center line of Swift Avenue, 60 feet

wide, distant thereon South 28° 44' East 1055.94 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South 28° 44' East 281.44 feet to the most Easterly corner of Lot 40, as shown on said Map; thence along the Southeasterly lines of Lots 40 and 39 as shown on said Map, South 49° 51' West 446.17 feet to the most Southerly corner of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 275.88 feet to the point which bears South 49° 51' West and parallel with said Southeasterly lines of Lots 40 and 39, 501.84 feet from the point of beginning; thence parallel with said Southeasterly lines of Lots 39 and 40, North 49° 51' East 501.84 feet to the point of beginning. Containing approximately 3.00 acres, and being a portion of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

ALSO BEING a portion of the property shown upon the Map of Record of Survey filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, at page 5.

RESOLUTION TO CONSUMMATE
PURCHASE OF REAL PROPERTY

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, heretofore gave notice of its intention to purchase from Nicholas A. Di Salvo and Frances Di Salvo for the sum of Thirty Five Thousand and No/100 Dollars (\$35,000.00), all that certain real property situate in the County of Santa Clara, State of California, and more particularly described as follows:

Parcel #1

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 859.70 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said center line of Swift Avenue, South 28° 44' East 103.73 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon the Map hereinafter referred to, South 49° 51' West 520.15 feet to the Southwesterly line of said Lot 39; thence along said Southwesterly line of said Lot 39, North 40° 09' West 101.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 540.69 feet to the point of beginning. Containing approximately 1.16 acres of land, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Parcel #2

Beginning at a point in the center line of Swift Avenue, distant thereon South 28° 44' East 963.43 feet from the point of intersection of said center line with the center line of Cunningham Avenue, as shown on the Map hereinafter referred to; thence from said point of beginning along said center line of Swift Avenue, South 28° 44' East 92.51 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown on said Map, South 49° 51' West 501.84 feet to the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 90.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 520.15 feet to the point of beginning, and being portions of Lots 39 and 40, as shown upon

that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Parcel #3

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 1055.94 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South 28° 44' East 281.44 feet to the most Easterly corner of Lot 40, as shown on said Map; thence along the Southeasterly lines of Lots 40 and 39 as shown on said Map, South 49° 51' West 446.17 feet to the most Southerly corner of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 275.88 feet to the point which bears South 49° 51' West and parallel with said Southeasterly lines of Lots 40 and 39, 501.84 feet from the point of Beginning; thence parallel with said Southeasterly lines of Lots 39 and 40, North 49° 51' East 501.84 feet to the point of beginning. Containing approximately 3.00 acres, and being a portion of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Also being a portion of the property shown upon the Map of Record of Survey filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, at page 5.

Whereas, said notice was in the form prescribed by law and was duly published in the manner required by law in a newspaper of general circulation in said County; and

Whereas, the _____ day of _____, 1963, at the hour of 11:00 o'clock A.M., in the chambers of the Board of Supervisors of the County of Santa Clara, in the Civic Center Administration Building, 70 West Hedding Street, San Jose, California, was fixed as the time and place where said Board would meet to consummate said purchase, and said meeting having been held and it appearing to this Board that it is in the best interests of the people of the County of Santa Clara that said purchase should be made at the price and upon the terms set out in the notice of intention to purchase said property;

NOW, THEREFORE, BE IT RESOLVED that the County of Santa Clara purchase from Nicholas A. Di Salvo and Frances Di Salvo all the property so described above for the sum of Thirty Five Thousand and No/100 Dollars (\$35,000.00).

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on this _____ day of _____, 1963, by the following vote:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,

Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

August 29, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reids Hillview - Acosta (3511-14-09)

Dear Mr. Williams:

Attached are the following papers:

- (x) Deed
- (x) Certificate of Acceptance
- () Rental Letter
- ()

Please process these papers in accordance with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

September 25, 1963

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Title Insurance and Trust Company
66 North First Street
San Jose, California

Re: Escrow No. 240585 - Reid-Hillview
Isabel Marron Acosta, Owner
Parcel No. 3511-14-09

Gentlemen:

You will find enclosed our warrant in the sum of \$3,000.00, warrant No. 12, in connection with the above-entitled escrow. You will also find enclosed a grant deed executed by Isabel Marron Acosta and Frank Acosta, her husband, to the County of Santa Clara together with a certificate of acceptance and an agreement and resolution to consummate purchase of real property.

You are authorized to disburse the sum of \$3,000 as provided for in the agreement when you are in a position to record the grant deed and issue a title insurance policy free and clear of all liens and encumbrances except paragraphs 3 and 4 as set forth in your preliminary title report No. 240585, dated August 27, 1962.

Your attention is directed to paragraph 11 of the agreement whereby the sum of \$50 will be paid to the owner of the property and the balance of the monies will be applied against the existing liens and encumbrances. It is my understanding that the Welfare Department of the County of Santa Clara will present a demand that will be in excess of the purchase price of the property. It is my understanding that they are agreeable to the payment of \$50 to the owner of the property with the balance of \$2,950 to be applied toward existing liens and encumbrances.

COPY

Title Insurance and Trust Company
September 25, 1963
Page 2

The County shall pay all costs of escrow as set forth in paragraph 4 of the agreement. You are advised that no revenue stamps need be issued, and upon close of escrow would you kindly forward to this office your title insurance policy and recorded deed for inspection and approval. Any billing in connection with this escrow should be directed to the Department of Public Works, Right of Way Section.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

@JT:cw

Enc: Warrant
Grant Deed
Certificate of Acceptance
Resolution to Consummate Purchase of Real Property

cc: Department of Public Works
~~Right of Way Section~~

CDOW
283-711
DEPT. OF PUBLIC WORKS
SEP 25 1963

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

file

Date: December 16, 1963

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed are a deed and title insurance policy for your permanent records for the following property acquisition:

Project: Reid-Hillview
Parcel No.: 3511-14-09
240585 (T.I)
Grantor: Isabel Marron Acosta and
Frank Acosta
Deed Recorded: Date: 10/14/63
Book: 6230
Page: 21

Tax cancellation forms have been forwarded to Assessor's Office (10/23/63).

SPENCER M. WILLIAMS
County Counsel

By **Gerald J. Thompson**
Deputy County Counsel

GJT/gc:

Copies:

Public Works - Right of Way Section Escrow statement attached
County Counsel



Title Insurance and Trust Company

FOUNDED 1893

SANTA CLARA COUNTY

DATE October 14, 1963

ESCROW NO. 240585

ESCROW OFFICER

WM. E. ROBINSON

ESCROW STATEMENT

THIS TRANSACTION WAS CLOSED AT:

. COUNTY OF SANTA CLARA
 . 70 West Hedding
 . San Jose, California
 .
 L

66 North First Street
 San Jose
 California

I T E M S	D E B I T S	C R E D I T S
SALE/PURCHASE PRICE DEPOSITS DEPOSIT RETAINED EXISTING LOAN NEW LOAN	3,000.00	3,000.00
PRO-RATA - TAXES - INSURANCE - INTEREST - RENTS		
TITLE INSURANCE POLICY FOR \$ ESCROW FEE RECONVEYANCE FEE PREPARING DOCUMENTS NOTARY FEE REVENUE STAMPS RECORDING:	3.50	
TAX COLLECTOR COMMISSION INSURANCE BILLED <i>OK Sg/Bygner</i> CHECK HEREWITH BALANCE DUE		3.50
TOTALS	3,003.50	3,003.50

40535 - LAR

Wald-Hill-View

400-11-9

Application No. T.L.L.

2405

APR 21 1963

L.R.S.

2409021
Grant deed Individual

2409021
APR 21 1963
Recorded at the request of
THIS JOHNSON AND NEAL COMPANY
BY LA 550/122 AM
PAUL R. TELLS, Recorder,
Santa Clara County, Official Record

ISABEL MARRON ACOSTA and
FRANK ACOSTA, her husband

the first party, hereby GRANT TO

COUNTY OF SANTA CLARA, STATE
OF CALIFORNIA

the second party, all that real property situated in the

County of Santa Clara, State of California, described as follows:

PH
Above space for Recorder

SEE EXHIBIT "A" ATTACHED

WITNESS hand this
Signed and delivered
in the presence of

Isabel Marron Acosta

day of April 21 1963

Isabel Marron Acosta
ISABEL MARRON ACOSTA

Frank Acosta

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 21st day of April 1963 before me

Notary Public in and for the State of California

Notary Public

No. 240585

BOOK 6230 PAGE 23

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the most Westerly corner of Lot 40 at a point in the center line of Cunningham Avenue, as said Lot and Avenue are shown upon the recorded Map hereinafter referred to; thence running along said center line of Cunningham Avenue North $49^{\circ} 51'$ East 100 feet to the most Westerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Catarina Carlos, by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving said center line of Cunningham Avenue and running along the Westerly line of said parcel of land so conveyed to Catarina Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Southerly corner thereof, at a point in the Northerly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Carlos Franco, by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the said Northerly line South $49^{\circ} 51'$ West 100 feet to the point in the Westerly line of said Lot 40; thence along said Westerly line of Lot 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning, and being a portion of Lot 40, as shown upon the Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, page 57.

20021001463

240585 - WER

Reid-Hillview

BOOK 6230 PAGE 21

Reid Hillview
P. 240585
3511-14-09
71 240585

CERTIFICATE OF ACCEPTANCE

BOOK 6230 PAGE 24

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of August, 1962.

By: [Signature]
~~Director~~/Assistant Director of
Public Works of the County of
Santa Clara

JRK:mcb
Revision of 1/4/62

21995210011453

Application No. T. J. 2405

18.5

GRANT

ISABEL MARRON ACOSTA and
FRANK ACOSTA, her husband
do hereby GRANT TO
COUNTY OF SANTA CLARA,
all that real property situated in the
County of Santa Clara, State of California, described as follows:

RECORDED
APR 11 1963
By M. R. YERGEN, Registrar,
Santa Clara County Official Records

SEE EXHIBIT "A" ATTACHED

WITNESS
Signed and delivered
in the presence of
[Signature]

day of April 1963
[Signature]
ISABEL MARRON ACOSTA

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
I, _____, a Notary Public in and for the State of California, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

RESOLUTION OF NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY

WHEREAS, the County of Santa Clara desires to purchase certain real property for the ultimate construction and development of an airport; and

WHEREAS, it is necessary to purchase certain real property for that purpose which is of a value in excess of Two Thousand Dollars (\$2,000.00); it is further necessary that a notice of the said purchase be made and published as provided in Section 25350 of the California Government Code; and

WHEREAS, the information required in the said section of the California Government Code is as follows:

1. Property proposed to be purchased is described as follows:

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the most Westerly corner of Lot 40 at a point in the center line of Cunningham Avenue, as said Lot and Avenue are shown upon the recorded Map hereinafter referred to; thence running along said center line of Cunningham Avenue North $49^{\circ} 51'$ East 100 feet to the most Westerly corner of that certain Parcel of land conveyed by Anton J. Bondesen, et ux to Catarino Carlos, by deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving said center line of Cunningham Avenue and running along the Westerly line of said parcel of land so conveyed to Catarino Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Southerly corner thereof, at a point in the Northerly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Carlos Franco, by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the said Northerly line South $49^{\circ} 51'$ West 100 feet to the point in the Westerly line of said Lot 40; thence along said Westerly line of Lot 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning and being a portion of Lot 40, as shown upon the Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, page 57.

2. The purchase price shall be Three Thousand and No/100 Dollars (\$3,000.00).

3. The vendors are Isabel Marron Acosta.

4. This Board of Supervisors of the County of Santa Clara

will meet to consummate the purchase on AUG 19 1963,
1963.

NOW, THEREFORE, IT IS RESOLVED that this resolution shall be published once a week for three successive weeks prior to AUG 19, 1963, in a newspaper of general circulation in the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 22 day of JUL, 1963, by the following vote:

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

R. A. Mehrkens

Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 3511
 Grantor: Acosta, Isabel Telephone: None Entire Area: 14-09
 Property Address: Cunningham Ave. nr. Swift Lane 16,515 + sq. ft. or 0.38+ ac
 Mailing Address: 337 East Court, San Jose Part Required: _____
 Jurisdiction: San Jose 16,515 ± sq. ft. or 0.38+ ac
 Remainder: None _____ ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.18+</u>	196	196	Deposit	Settlement
Acre: \$ <u>8,000</u>				
Land Acquired:		\$3,040		\$3,000
Sq. Ft.: <u>16,515+</u>				
Acre: <u>.038+</u>				

Improvements:
 Severance:
 Benefits:
 Other Consideration:

Total Consideration - Offset by Benefits: \$3,040 \$3,000

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: \$3,000
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
10. Refer to Clause 11 in Agreement
- 11.
- 12.

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
--------------	--------------	-----	-----------

ITEM #9 - TITLE EXCEPTIONS

- Clear:
1. Taxes
 2. Delinquent taxes
 - 5, 6, 8, 10, 12 Welfare Liens (Board of Supervisors)
 7. Deed of Trust
 11. Lien-Court judgment
- County take subject to:
3. Road R/W
 4. P. G. & E. easement

ITEM #10 - CLAUSE 11 IN AGREEMENT

Provides for payment of \$50 to the owner out of escrow. Balance of consideration to be applied against liens & encumbrances on property.

Title Co.: Title Insurance & Trust
 # 240585 Date: Oct. 10, '62
 Grantor Acquired Date: Mar. 27, '54
 I.R.S. \$1.10
 Appraised by: Clevenger/Samulson & Staff
 Date: Nov. '61 June '62 Jan. 62
 Type of Title: Fee
 Zoning: R-1 Potential
 Access Rights: Not applicable
 Suit Filed: none
 O.I.P. : none
 Agreements: attached
 Resolutions:
 Deeds: In file Maps:
 Negotiating Agent: McCready
 Dep. County Counsel: G. Thompson

Approval _____

To County Counsel:

Agenda: 7/22/63 Item# 21



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 10, 1962

Department of Public Works
20 West Rosa Street
San Jose, California

IMPORTANT
When replying refer to
Our No. **240585**

Fee: \$52.50

Your No.
Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. BLANCHARD Title Officer

Vestee: **ISABEL MARRON ACOSTA**

Exceptions:

- First: Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second: Sale to the State of California, on June 29, 1960 on account of non-payment of both installments of County and City Taxes for the fiscal year 1959-60, Assessment Number 489-14-9, Code Number 44-75. The amount necessary to redeem this sale and pay subsequent delinquencies for the fiscal year 1960-61 and 1961-62 on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$153.24.
- Third: Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.
- Fourth: Right to erect, construct, reconstruct, replace, repair, maintain and use for the transmission and distribution of electricity, a single line of towers, and suspended upon and supported by such towers, all wires which the Grantee may from time to time deem to be reasonably required for those purposes, and telephone and telegraph wires for the private use of the Grantee, and all necessary and proper cross-arms, braces, connections, fastenings and other appliances and fixtures for use in connection with said towers and wires, and also a right of way along the same, extending across premises, as follows:

Beginning at a point in the Northwesterly boundary line of

said Lot 40, (said boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly line of Cunningham Avenue (said intersection being marked by the intersection of fences now upon the ground) bears South 7° 39' East 35.7 feet distant, and running thence South 39° 20' East 1300 feet, more or less, to a point in the Southwesterly boundary line of said Lot 40,

as granted by John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, by instrument dated December 20, 1932 and recorded February 11, 1933 in Book 638 Official Records, page 360, Recorder's Serial Number 2408.

Said instrument recites in part as follows:

"Said Grantor, for the consideration aforesaid does further grant unto said Grantee, its successors and assigns, the right, easement or servitude of using said right of way for any and all purposes connected with the erection, construction, reconstruction, replacement, repair, maintenance and use, for the purposes aforesaid, of such towers, wires and appurtenant structures; and also the right of ingress to and egress from said right of way by a practicable route or routes across the aforesaid lands of said Grantor.

The Grantee hereby agrees that all transmission wires to be suspended on said towers of the Grantee shall be maintained at least 30 feet, and all telephone and telegraph wires at least 25 feet, above the average natural surface of the ground at the lowest part of such respective wires.

In exercising the right of ingress and egress hereby granted, the Grantee, shall, whenever practicable, use existing roads or lanes, and shall repair any damage which may be caused by its use thereof.

The Grantee in the exercise and enjoyment of the rights hereby granted, shall avoid unreasonable interference with such use by the Grantor and the latter's successors in estate of the aforesaid right of way for mining and agricultural purposes as is not inconsistent with the Grantee's full enjoyment of the rights hereby granted; provided, however, that the Grantor and the latter's successors in estate shall not erect or construct, or permit to be erected or constructed, any building or other structure or drill or operate any water, or oil, well within 15 feet of the above described line."

Fifth: Agreement by Frank Acosta and Isabel Acosta with Board of

Supervisors, County of Santa Clara, State of California, dated January 30, 1953 and recorded February 5, 1953 in Book 2575 Official Records, page 564, Recorder's Serial Number 857283, wherein first parties agree to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.

Sixth: Agreement by Isabel Acosta with Board of Supervisors, County of Santa Clara, State of California, dated November 18, 1953 and recorded December 11, 1953 in Book 2774 Official Records, page 47, Recorder's Serial Number 935148, wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.

Seventh: Deed of Trust by Isabel Marron Acosta to California Pacific Title Insurance Company, a corporation, as Trustee, to secure the payment to Louis P. Bergna of \$175.00 and additional advances, dated June 1, 1954 and recorded June 7, 1954 in Book 2889 Official Records, page 330, Recorder's Serial Number 979997.

Title Insurance and Trust Company, a corporation, successor by merger to California Pacific Title Insurance Company, is now Trustee under the above Deed of Trust.

Notice of Default and Election to Sell executed by Louis P. Bergna, dated June 3, 1958 and recorded June 9, 1958 in Book 4092 Official Records, page 530, Recorder's Serial Number 1478154.

Eighth: Agreement by Frank Acosta and Isabel Acosta with Board of Supervisors, County of Santa Clara, State of California, dated October 15, 1954 and recorded October 22, 1954 in Book 2989 Official Records, page 407, Recorder's Serial Number 1018198, wherein first parties agree to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.

Ninth: Agreement by Frank Acosta and Isabel Acosta with Board of Supervisors, County of Santa Clara, State of California, dated December 16, 1954 and recorded January 7, 1955 in Book 3052 Official Records, page 601, Recorder's Serial Number 1041658, wherein first parties agree to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.

Tenth: Agreement by Isabel Marron Acosta with Board of Supervisors, County of Santa Clara, State of California, dated March 22, 1955 and recorded March 30, 1955 in Book 3128 Official Records, page 16, Recorder's Serial Number 1070631, wherein first party agrees to reimburse second party for all sums advanced or to

be advanced for indigent aid, which sums are to constitute a lien on premises.

- Eleventh:** Abstract of Judgment in the Municipal Court for the San Jose-Alviso Judicial District, County of Santa Clara, State of California, for \$259.04 plus interest and costs, against Frank Acosta, and Ysabel Acosta, in favor of Charles McCarty, doing business as Stores Collection Bureau, docketed September 17, 1958 and recorded September 19, 1958 in Book 4177 Official Records, page 574, Recorder's Serial Number 1518673. Case No. 30161.
- Twelfth:** Agreement by Frank Acosta and Isabel Acosta with Board of Supervisors, County of Santa Clara, State of California, dated January 4, 1961 and recorded January 18, 1961 in Book 5045 Official Records, page 543, Recorder's Serial Number 1938531, wherein first parties agree to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to taxes, assessments and/or bonds.

Note 2: The above Vestee acquired title to premises by Deed from Anton J. Bondesen and Helga P. Bondesen, his wife, dated March 27, 1954 and recorded May 28, 1954 in Book 2883 Official Records, page 7, Recorder's Serial Number 977598, and to which Deed there were affixed Revenue Stamps in the sum of \$1.10.

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$600.00
Assessed value improvement	none
Assessed value personal property	none

The Address of the above Vestee as disclosed by the County

Tax Rolls for the fiscal year 1961-62 is 337 East Court, San Jose, California.

DESCRIPTION

For description of real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

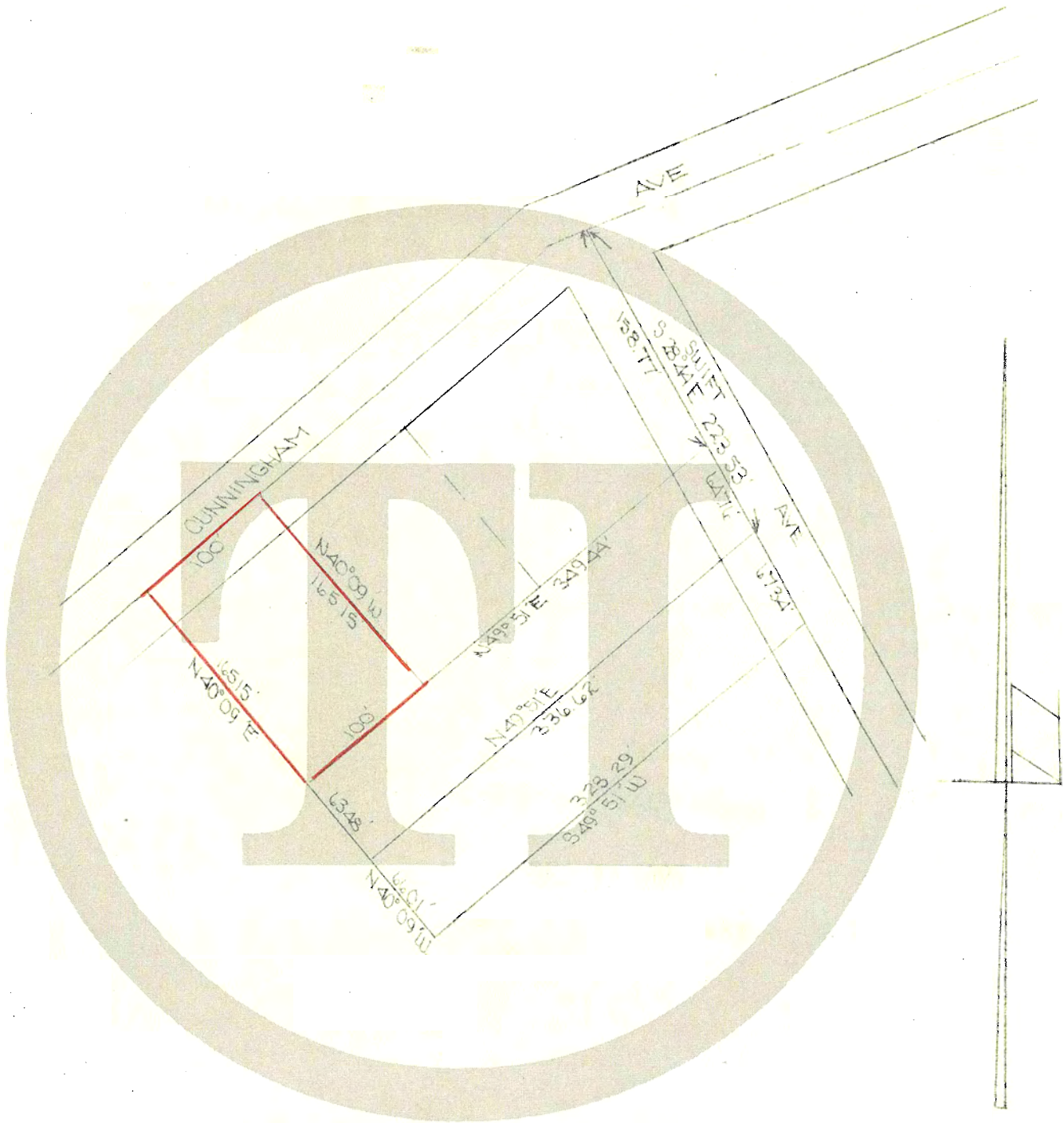
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Appl. No. 240585

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the most Westerly corner of Lot 40 at a point in the center line of Cunningham Avenue, as said Lot and Avenue are shown upon the recorded Map hereinafter referred to; thence running along said center line of Cunningham Avenue North $49^{\circ} 51'$ East 100 feet to the most Westerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Catarino Carlos, by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving said center line of Cunningham Avenue and running along the Westerly line of said parcel of land so conveyed to Catarino Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Southerly corner thereof, at a point in the Northerly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Carlos Franco, by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the said Northerly line South $49^{\circ} 51'$ West 100 feet to the point in the Westerly line of said Lot 40; thence along said Westerly line of Lot 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning and being a portion of Lot 40, as shown upon the Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, page 57.



PTN LOT 40

FILLMORE TR

DETAIL WTS C/ST



This is not a survey of the land but is compiled for information by the
 Title Insurance and Trust Company from data shown by the official records.

BOARD OF SUPERVISORS
 COUNTY COUNSEL
 OWNER
 TITLE COMPANY
 CONTROLLER
 PUBLIC WORKS

Project: Reid Hillview
 Parcel No.: 6
 Grantor: Pondensen, Anton, J.

AGREEMENT FOR PURCHASE
 OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Anton J. Bondensen

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Seventeen Thousand Five Hundred Dollars-----
 (\$ 17,500.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except Exception third of preliminary title report dated October 30, 1962

and agrees that said deed will be deposited with the & Trust Title Insurance Company in escrow account no. 240597 not later than _____ days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

5. Proration of Taxes

Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

11. Right to Salvage

The Owner retains the right to retain ownership and remove any improvement or part thereof; however, any item so retained must be removed prior to June 1, 1963. The Owner agrees not to leave any hazard or uncapped well on the property after it has left his control.

12. Withheld Funds

Four hundred dollars (\$400.00) will be held in escrow and will be released to the Owner when the following conditions have been met:

b) If the pump is removed, a written statement from the County stating that the well has been properly capped will be delivered to the escrow holder.

c) The Owner agrees to proceed in the movement and removal of any of the improvements or parts of the improvements in a safe manner and to leave the premises free of any dangerous condition which would create an unreasonable risk of injury to adults, or children who might be attracted to the premises. The Owner agrees to hold the County harmless for any loss or claim of liability arising from any injury to any person who is injured on the premises during the time the Owner remains in possession and in the course of the movement of the improvements or parts of the improvement from the premises.

The withheld funds will be released when a letter from the County to the escrow holder is delivered, stating that the above conditions have been complied with. If the conditions have not been met, or if the withheld funds are not withdrawn prior to 12-31-63, then the withheld funds will be forfeited by the Owner and returned to the County.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of FEB 11 1963, 19____.

COUNTY OF SANTA CLARA

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

Executed by the Owner this 18 day of January 1963, 19____.

[Signature]

Owner

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By *[Signature]*
Deputy County Counsel

9/29/61

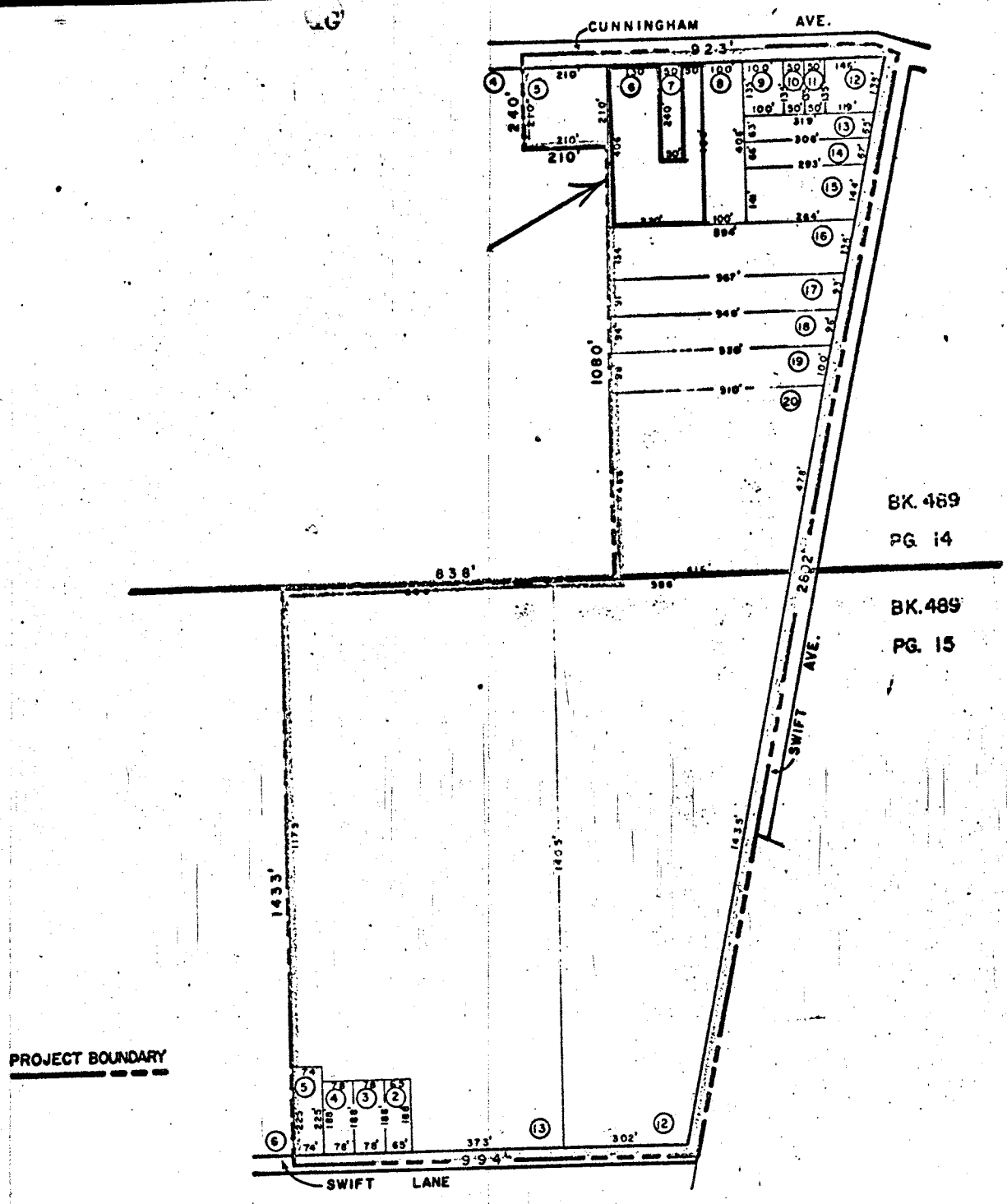
EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondesen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondesen, et ux, to George A. Bustard by Deed dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South $49^{\circ} 51'$ West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein-referred to; thence continuing along said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50 feet; thence running parallel with said dividing line North $40^{\circ} 09'$ West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.



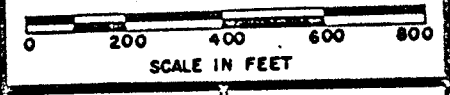
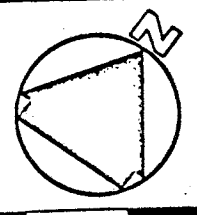
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PROJECT BOUNDARY

SWIFT LANE RENEWAL PROJECT PROPERTY MAP

OCTOBER 1961



REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE, CALIF

Deeds: To escrow by own maps: attached
 Negotiating Agent: W.J. Doyle
 Dep. County Counsel: Robert Sturges

[Signature]
Approval

To County Counsel:
 Agenda: 2/10/63 Item#

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1. I. ...

Grant ...

ANTON J. ...

COUNTY OF SANTA CLARA, State of California

County of Santa Clara, State of California, described as follows:

AS DESCRIBED IN ATTACHED EXHIBIT

WITNESSES BY hand this Signed and delivered in the presence of:

19... 19...

STATE OF CALIFORNIA COUNTY OF SANTA CLARA

Notary Public in and for said County and State, personally appeared

Vertical text on the right margin.

EXHIBIT A

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BEGINNING at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North 49° 51' East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondesen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South 40° 09' East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South 49° 51' West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

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21053411763

Acosta, Isabel

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Reid-Hillview

BOOK 6230 PAGE 21

240585
71 240585

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

BOOK 6230 PAGE 24

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of August, 1962.

By: [Signature]
Assistant Director of
Public Works of the County of
Santa Clara

2199621-CT1463

240585 - WBR
BOOK 6230 PAGE 21

240585
COUNTY OF SANTA CLARA

ISABEL MARION ACOSTA and
FRANK ACOSTA, her husband

do hereby grant to

COUNTY OF SANTA CLARA, State
of CALIFORNIA

the second part of all that real property situated in the
County of Santa Clara, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

WITNESSES:
Signed and delivered
in the presence of:
[Signature]
ISABEL MARION ACOSTA

APR 11 1962

COUNTY OF CALIFORNIA
COUNTY OF SANTA CLARA

No. 240595

BOOK 6230 PAGE 23

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the most Westerly corner of Lot 40 at a point in the center line of Cunningham Avenue, as said Lot and Avenue are shown upon the recorded Map hereinafter referred to; thence running along said center line of Cunningham Avenue North $49^{\circ} 51'$ East 100 feet to the most Westerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Catarino Carlos, by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving said center line of Cunningham Avenue and running along the Westerly line of said parcel of land so conveyed to Catarino Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Southerly corner thereof, at a point in the Northerly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Carlos Franco, by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the said Northerly line South $49^{\circ} 51'$ West 100 feet to the point in the Westerly line of said Lot 40; thence along said Westerly line of Lot 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning and being a portion of Lot 40, as shown upon the Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1893 in Book "C" of Maps, page 57.

100021001463

December 3, 1963

Title Insurance & Trust Company
66 North First Street
San Jose, California

Attention: Eloise Wilson

Subject: Reid Hillview - Pcl. 3511-14-6
Release of Withheld Funds

Gentlemen:

This is to advise you that conditions set forth in paragraph 12 of preliminary escrow instructions, escrow No. 240597, county purchase from Anton J. Bondenson, have been complied with.

You are hereby authorized and directed to release the withheld funds specified in the above stated instructions.

Very truly yours,

E. D. Hodge
Chief Right of Way Agent

By James H. Whitcomb

EDH:JHW:fm

COPY

18.

3-4-63

Resolution of Notice of Intention to Purchase Real Property from Anton J. Bondensen required for the Reid Hillview Project. This property is located on Swift Lane and contains 2.04 acres, at \$7,000.00 per acre, \$13,000.00; improvements consisting of a three room residence and a garage in poor condition, \$4,500.00; zoned R-1, making a total of \$17,500.00. SD 2 ~~Hearings~~ ~~3-25-63~~ ~~3-25-63~~ 4-1-63

It is requested that the Board rescind its action of February 11, 1963, approving execution of an Agreement for Purchase of Real Property between the County and Bondensen in order that this acquisition be accomplished by the Resolution listed above (and a Resolution to Consummate Purchase of Real Property). This change in method of acquisition was requested by County Counsel.

Re: Enclosure #13

PUBLIC WORKS ROUTING SLIP			10-RC-73 Rev. 8-62	
TO:	Initial	Date	Instructions	
1	Director	JBERH 2-25-63	Action	
	Asst. Dir. - Bldgs.		Bd. Referral	
2	Asst. Dir. - Hwys.	JP	Circulate	
	Business Manager		Information	
3	KBS		Note & Return	
4	JP		Report	
			See Me	
REMARKS:				
<p>Jim: Otis may want to see these documents also because they involve the airport. Ruth. (Rescind Bd action of 2-11-63 +</p>				
File:				

Date: February 20, 1963
To: Dept. of Public Works
From: Robert S. Sturges, Deputy Co. Counsel
SUBJECT: Bondenson -Reid Hillview

MEMORANDUM

County of Santa Clara

Dept: COUNSEL

Attached are resolutions of intention and consummation of real property purchase from Bondenson.

Please put them on the Board's agenda at the appropriate times. Thank you.

R.S.S.

RSS:bn- attachments.

AGENDA

DATE 4-1-63
ITEM NO. 3
ENC. NO. 2
BOARD ACTION OK

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 14-6
 Grantor: Bondensen, Anton Telephone: see below Entire Area: _____
 Property Address: Rt. 7 Box 191 BS.J. (Swift Lane) 81,288 sq. ft. or 1.87 ac
 Mailing Address: Same Part Required: _____
 Jurisdiction: City of San Jose All sq. ft. or All ac
 Agent for Owner: _____ Remainder: _____
Anthony Bondensen (son) Valley Title Co., S. J. CY 2-7150

Unit Land Cost:	Budget	Appraisal	O. I. P.
Sq. Ft.: \$ <u>0.16</u>	196	196-2	Deposit
Acre: \$ <u>7,000</u>			Settlement
Land Acquired:			
Sq. Ft.: <u>89,000</u>		\$13,000	\$13,000
Acre: <u>2.04</u>		4,500	4,500

Improvements:

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$17,500 \$17,500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: \$17,500

Balance after this Acquisition: _____ % Obligated to Date: _____

Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. *Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. *Withheld Funds
5. Excess Lands
6. *Salvage Bldgs.
7. *Continued Occupancy
8. Settlement Justification
9. *Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

	No. of Rooms	Area Sq. Ft.	Age	Condition
Res	3	863	70	Poor
Garage	2	961	Old	Poor

ITEM #9 - TITLE EXCEPTIONS

Clear
 1 & 2 - Taxes
 4 & 5 - Deed of Trust
 Take subject to
 3 Road R/W

Paragraph 11
 Allows owner to salvage improvements prior to 6-1-63.

Paragraph 12
 Withholds \$400 to insure vacation on time and holds the County harmless while the Owner has control of the property.

AGENDA

DATE 3-4-63
 ITEM NO. 18
 ENG. NO. 13

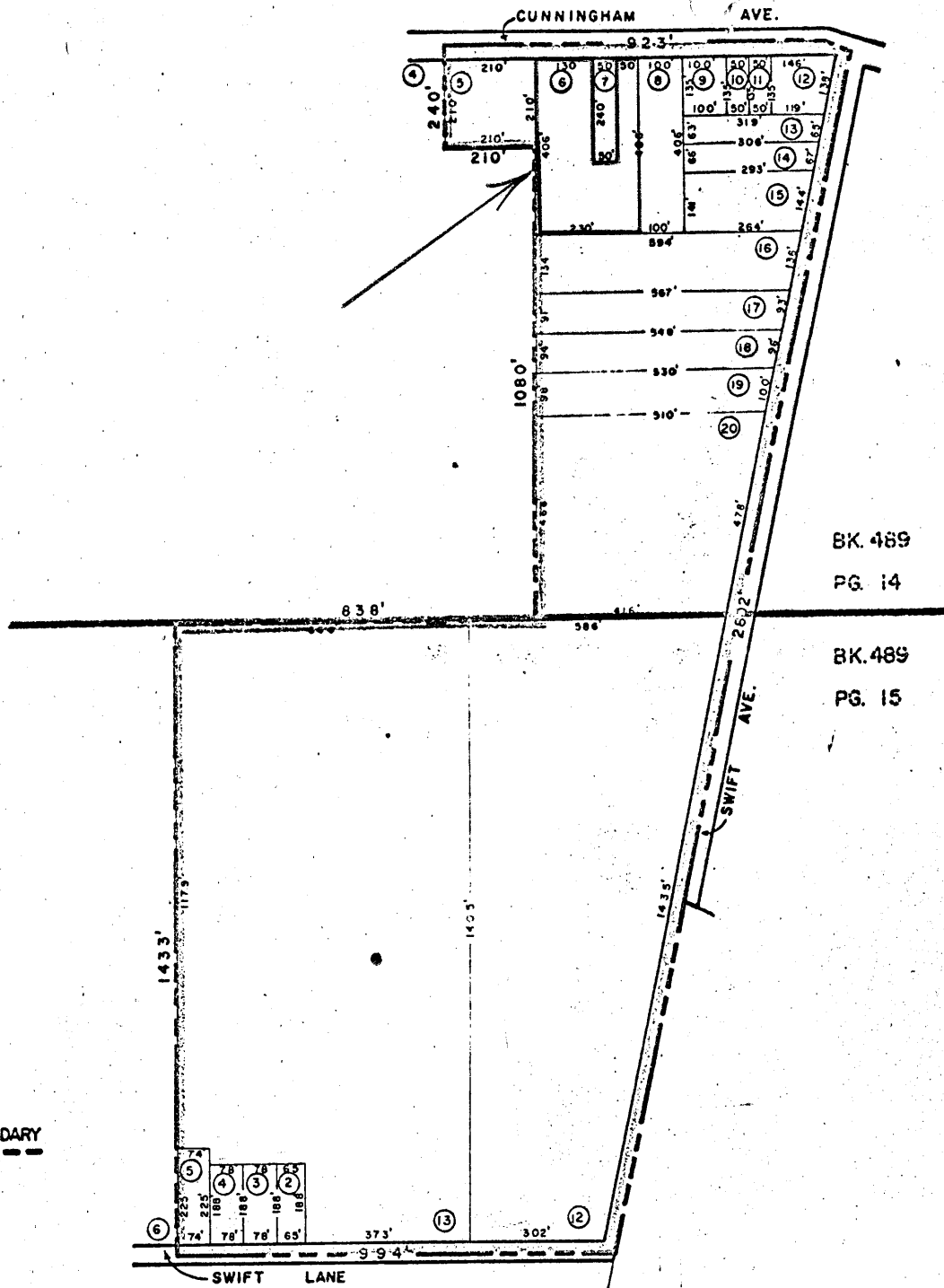
LOCAL ACTION _____

Title Co.: T.I.
 # 240597 Date: Oct. 30, 1962
 Grantor Acquired Date: Oct. 6, 1945
 I.R.S. \$7.70
 Appraised by: Samuelson, Clevenger & Staff
 Date: 1962
 Type of Title: Fee
 Zoning: R-1
 Access Rights: No
 Suit Filed: No
 O. I. P. : No
 Agreements: Attached
 Resolutions: _____
 Deeds: To escrow by owner attached
 Negotiating Agent: W.J. Boyle
 Dep. County Counsel: Robert Sturges

Approval

To County Counsel: 2/14/63
 Agenda: 2/14/63 Item# _____

4-1-63



BK. 489

PG. 14

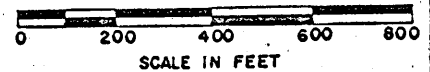
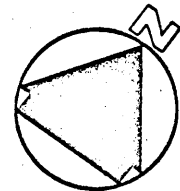
BK. 489

PG. 15

PROJECT BOUNDARY

SWIFT LANE RENEWAL PROJECT PROPERTY MAP

OCTOBER 1961



REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE, CALIF

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: **June 21, 1963**

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed is a deed and title insurance for your permanent records for the following property acquisition:

Project: **Reid-Hillview**
Parcel No.: **240597**
Grantor: **Anton J. Bondesen**
Deed recorded - Date: **May 17, 1963**
Book: **6029**
Page: **245**

Order to Cancel Taxes ~~is~~ is not enclosed.

SPENCER M. WILLIAMS
County Counsel

s/ **John B. Gunn**
By
Deputy County Counsel

Copies:

✓ Public Works - Right of Way Section
County Counsel

Rusty

What tank
is this

Fill
Richard

35-11-14-6

SANTA CLARA COUNTY HEALTH DEPARTMENT
SAN JOSE, CALIFORNIA
WATER SAMPLE EXAMINATION

SOURCE
 WELL STREAM
 SPRING SW. POOL

COLLECTOR **MK** SAMPLE **9**

SAMPLING POINT
Tap on line from pressure

SANITARY NOTES
Bondeson well

DATE & HOURS
Request sample 6-27-63
send in water

Cl₂ pH NO. OF SWIMMERS

CLARITY

PORTIONS IN ML	50 ML		
GAS IN LACTOSE BROTH 24 HRS.	5		
48 HRS.	5		
GAS IN B. - G.L. BROTH 24 HRS.	5		
48 HRS.	5		

DATE STARTED *6/27/63* COUNT

OPINION
SAMPLE SHOWS CONTAMINATION

Grain M. Ellis
DIRECTOR OF SANITATION

NAME AND ADDRESS
*Dept of Public Works
Santa Clara County
ATTN: Bruce Thompson
Rm. 107*

7-5-63

Assume this is S.C.O.B.

Suggest H.D. be requested to identify
if S.C.O.B. that they also make
recommendation on how to rectify

R.

RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED

July 18, 1963

Mr. Jose Ramon Lujan
Box 191 A
Cunningham Avenue
San Jose, California

Re: Water supply - County owned
property - Reid Hillview project
Bondesen parcel 117-6

Dear Mr. Lujan:

Please be advised that it will be necessary for you to seek another source of water supply immediately.

The water from the well on the former Bondesen property has been tested by both the City and County Health Departments and found to be unsafe for human consumption (letter enclosed).

Arrangements have been made for the removal of all improvements (including the tank and pump) from the former Bondesen property on or before July 24, 1963.

I regret any inconvenience this action may cause, however I am sure you and your tenants do not wish to continue to use unsafe water.

Very truly yours,

FRANK E. THOMAS
Property & Records Analyst

FET/sk
enclosure

cc: County Counsel
City Health Dept.
County Health Dept.

COUNTY OF SANTA CLARA

HEALTH DEPARTMENT

W. ELWYN TURNER, M.D., M.P.H.
DIRECTOR OF PUBLIC HEALTH

2220 MOORPARK AVENUE
PHONE CYPRESS 7-1636
SAN JOSE 28, CALIFORNIA

July 11, 1963

Santa Clara County Department of Public Works
20 West Hedding
San Jose, California

Attention: Mr. Bruce Thompson

Re: Bondeson well

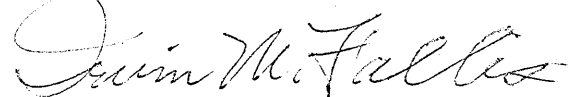
Gentlemen:

At Mr. Thompson's request, the water from the above well was sampled for bacteriological analysis on June 27, 1963. Results of the analysis indicated that, at the time of sampling, the water was grossly contaminated and unfit for human consumption.

This well, on which there is little structural information, has a long and unfavorable history as a domestic water supply source. During the period of its use the water quality was considered poor, the well was dependable as to quantity and the water often was quite sandy. There was also some concern about the possibility of contamination from nearby individual sewage disposal systems. It is our opinion that this well is not an acceptable water source and it was our understanding that its use had been terminated several years ago.

Very truly yours,

Robert D. Monlux, M.D.
Assistant Director of Public Health



Irvin M. Fallis
Director of Sanitation

IMF:af

cc: San Jose City Health Department

MEMORANDUM

To: Frank Thomas

B. T.

Subject: Bondenseal Well

7/11/63 - 10 am

I contacted Dr. Fallis from SC Co Health Dept & he is rounding up records on this water deal. Also, I contacted the City Health Dept. (Sidlow) & they will take samples on 2 or 3 different dates & give us a notation on their findings. Jerry Thompson says we'll need all the help we can get to eliminate the Lujan customers.

Bruce.

WELFARE DEPARTMENT
 BOARD OF SUPERVISORS
 COUNTY COUNSEL
 OWNER
 TITLE COMPANY
 CONTROLLER
 PUBLIC WORKS

Project: Reid-Hillview
 Parcel No.: T.I.T. 240585
 Grantor: Acosta

AGREEMENT FOR PURCHASE
 OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and _____

Isabel Marron Acosta

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Three Thousand and no/100 Dollars----- (\$ 3,000.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except Paragraphs 3 and 4 as set forth in the Title

Insurance Preliminary Report No. 240585 dated August 27, 1962

and agrees that said deed will be deposited with the _____ & Trust Title Insurance Company in escrow account no. 240585 not later than 60 days after execution of this agreement by

the Owner. It is understood and agreed, however, between the parties hereto, that this paragraph will in no way invalidate Par. 11 of this agreement.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

11. Payment of Escrow

It is understood and agreed, between the parties hereto, that the sum of FIFTY and No/100 DOLLARS (50.00) will be paid out of escrow to the Owner. The balance of the monies payable under this agreement will be applied against the existing liens and encumbrances of record as determined in Paragraph 3 of this agreement.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 30th day of ~~April~~ MAY,
19 63 .

Isabel Marron Acosta
Isabel Marron Acosta

Owner

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

9/29/61

Appl. No. 240585

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the most Westerly corner of Lot 40 at a point in the center line of Cunningham Avenue, as said Lot and Avenue are shown upon the recorded Map hereinafter referred to; thence running along said center line of Cunningham Avenue North $49^{\circ} 51'$ East 100 feet to the most Westerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Catarino Carlos, by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving said center line of Cunningham Avenue and running along the Westerly line of said parcel of land so conveyed to Catarino Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Southerly corner thereof, at a point in the Northerly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Carlos Franco, by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the said Northerly line South $49^{\circ} 51'$ West 100 feet to the point in the Westerly line of said Lot 40; thence along said Westerly line of Lot 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning and being a portion of Lot 40, as shown upon the Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, page 57.

RIGHT OF WAY OR REAL PROPERTY DATA SHEET

To: Project: Reid=Hillview Parcel No.: 14-15
 Grantor: Chavez, Moses Address of Property: Rte. 3, Box 191 C San Jose
 Mailing Address: 361 Lyndale Ave., San Jose CL1-7523
 Total Ownership Area: Part Required: Remainder: None
 39,335 s.f. or ~~0.0903~~ ac 39,335 s.f. or ~~0.0903~~ ac

Unit Land Cost:	Budget	Appraisal	O.I.P. Deposit	Settlement
0.138 s.f. \$6,000 ac.	196	196		
Land Acquired: .903	\$5,418	\$5,418		\$5,418
39,335 s.f. - 903-934c				
Improvements:		1,332		1,332*

Severance:

Benefits:

Other Consideration:

Total Consideration- Offset by Benefits: \$6,750 \$6,750

Project Budget Data

Total Authorized: Cash payment in this Contract: \$6,750

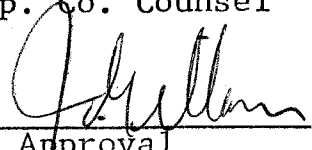
Balance after this acquisition: % obligated to date:

Current Indicated Budget Status-Budget excess: Budget deficit:

1. Removal of Imps by Grantor 2. Const. Contract Items 3. Rentals 4. Withheld Funds 5. Excess Land 6. Salvage Bldgs. 7. Continued Occupancy 8. Settlement Justification 9. Title Exceptions 10. 11. 12.	Description of Improvement Acquired			
	No. of Rooms	Area Sq. Ft.	Age	Condition
	3	539	10	Poor
	Remarks: Item # *Water is available only by transport. No inside plumbing.			

Title Exceptions:

- | | |
|--|--|
| Title Co.: Title Insurance
#240581 Date: Oct. 10, 1962
Grantor Acquired: Dec. 3, 1958
Date:
I.R.S.: 3.30
Appraised by: Staff
Date: Sept. 62
Type Title: Fee
Zoning: R-1
Access Rights:
Suit Filed:
O.I.P.
Agreements: Attached
Resolutions:
Deeds: R/W file Maps:
Negotiating Agent: Besson
Dep. Co. Counsel | 1. Taxes - clear
2. R/W Swift Lane, take subject to
3. P. G. & E. Electric line - take subject to.
4. P. G. & E. Electric line - take subject to. |
|--|--|


Approval

Agenda 11/5/62 Item #
 Consumated: Item #
 To Escrow:

Authorized
 11-5-62
 ITEM No 25
 ENC No 18

Date... **3/6/63**

To... **PUBLIC WORKS**

RUTH HARKNESS
.....

From office of
Santa Clara County
BOARD OF SUPERVISORS
Mrs. Jean Pullan, Clerk

70 West Rosa Street
San Jose 10, California
Cy. 9-2323

For your information and files
Please note and return
In accordance with your request

MESSAGE:

File
Bondensen, Anton, J.
Reid Hillview
Parcel No. 6

RESOLUTION OF NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY

WHEREAS, The County of Santa Clara desires to purchase certain real property for the ultimate construction and development of expansion of an airport; and

WHEREAS, it is necessary to purchase certain real property for that purpose which is of a value in excess of Two Thousand Dollars (\$2,000.00); it is further necessary that a notice of the said purchase be made and published as provided in Section 25350 of the California Government Code; and

WHEREAS, the information required in the said section of the California Government Code is as follows:

1. Property proposed to be purchased is described as follows:

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondesen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Vicente F. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the Office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondensen, et ux, to George A. Bustard by Deed Dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South 49° 51' West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein referred to; thence continuing along said Southeasterly line of Cunningham Avenue South 49° 51' West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South 40° 09' East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North 49° 51' East 50 feet; thence running parallel with said dividing line North 40° 09' West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

2. The purchase price shall be Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00).

3. The vendor is Anton J. Bondensen

4. This Board of Supervisors of the County of Santa Clara will meet to consummate the purchase on APR 1 , 1963.

NOW, THEREFORE, IT IS RESOLVED that this resolution shall be published once a week for three successive weeks prior to APR 1 , 1963, in a newspaper of general circulation in the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this day of MAR 4 1963, 1963, by the following vote:

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

R. J. Mehrkens

Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors

RESOLUTION TO CONSUMMATE
PURCHASE OF REAL PROPERTY

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, heretofore gave notice of its intention to purchase from Anton J. Bondensen for the sum of Seventeen Thousand and Five Hundred Dollars and No/100 Dollars (\$17,500.00), all that certain real property situate in the County of Santa Clara, State of California, and more particularly described as follows:

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Beginning at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondensen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondensen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondensen, et ux, to George A. Bustard by Deed dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South $49^{\circ} 51'$ West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein referred to; thence continuing along said

Southeasterly line of Cunningham Avenue South 49° 51' West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South 40° 09' East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North 49° 51' East 50 feet; thence running parallel with said dividing line North 40° 09' West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

WHEREAS, said notice was in the form prescribed by law and was duly published in the manner required by law in a newspaper of general circulation in said County; and

WHEREAS, the 1 day of APP, 1963, at the hour of 11:00 o'clock A.M., in the chambers of the Board of Supervisors of the County of Santa Clara, County Administration Building, 70 West Rosa Street, San Jose, California, was fixed as the time and place where said Board would meet to consummate said purchase, and said meeting having been held and it appearing to this Board that it is in the best interests of the people of the County of Santa Clara that said purchase should be made at the price and upon the terms set out in the notice of intention to purchase said property;

NOW, THEREFORE, BE IT RESOLVED that the County of Santa Clara purchase from Anton J. Bondensen all the property so described above for the sum of Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00).

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on this _____ day of APR 1 1963, 1963, by the following vote:

AYES: Supervisors, Levin Della Maggiore ~~Spangler~~ Mehrkens Sanchez

NOES: Supervisors, None

ABSENT: Supervisors, Spangler


Chairman of the Board of Supervisors

ATTEST: JEAN FULLAN, Clerk
of the Board of Supervisors



Clerk



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 30, 1962

IMPORTANT
When replying refer to
Our No. **240597**

• Department of Public Works
• 20 West Rosa Street
San Jose, California

Fee: \$52.50

Your No.
Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962

at 7:30 a.m.

B.M. Blanchard
B.M. BLANCHARD

Title Officer

Vestee:

ANTON J. BONDESEN, as his separate property

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Sale to the State of California on June 29, 1962 on account of non-payment of both installments of County and City Taxes for the fiscal year 1961-62, Assessment Number 489-14-6, Code Number 44-75. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by county Tax Collector is \$220.41.
- Third:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.
- Fourth:** Deed of Trust by Anton J. Bondesen and Helga P. Bondesen, his wife, to Live Oak Co., a corporation, as Trustee to secure the payment to Salinas Valley Savings-Loan Association, a corporation, of \$5,500.00 and additional advances, dated May 25, 1960 and recorded June 6, 1960 in Book 4815 Official Records, page 671. (Serial No. 1825918)
- Request that copies of Notices of Default and Notices of Sale under said Deed of Trust be mailed to Hazel L. Azevedo Rt. 7, Box 180-A, So. King Road, San Jose, California, was recorded April 6, 1961 in Book 5126 Official Records, page 550.
- Fifth:** Deed of Trust by Anton J. Bondesen, a widower, to City

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

Title Insurance Company, a California corporation, as Trustee to secure the payment to Hazel L. Azevedo, a married woman, as her sole and separate property, of \$3,000.00 and additional advances, dated April 3, 1961 and recorded April 6, 1961 in Book 5126 Official Records, page 551.(Serial No. 1977848)

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 2: The above Vestee acquired title to premises by Deed from William Parmer to Anton J. Bondesen and Helga P. Bondesen husband and wife, as joint tenants, dated October 6, 1945 and recorded October 20, 1945 in Book 1288 Official Records, page 480, Serial No. 365009, and to which Deed revenue stamps were affixed in the sum of \$7.70.

The joint tenancy interest of Helga P. Bondesen has since been duly terminated of record.

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$1,500.00
Assessed value improvement	\$850.00
Assessed value personal property	None

The address of the above Vestee as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Rt. 7 Box 1918, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

rpf/pb

5 copies to Dept. of Public Works

EXHIBIT A

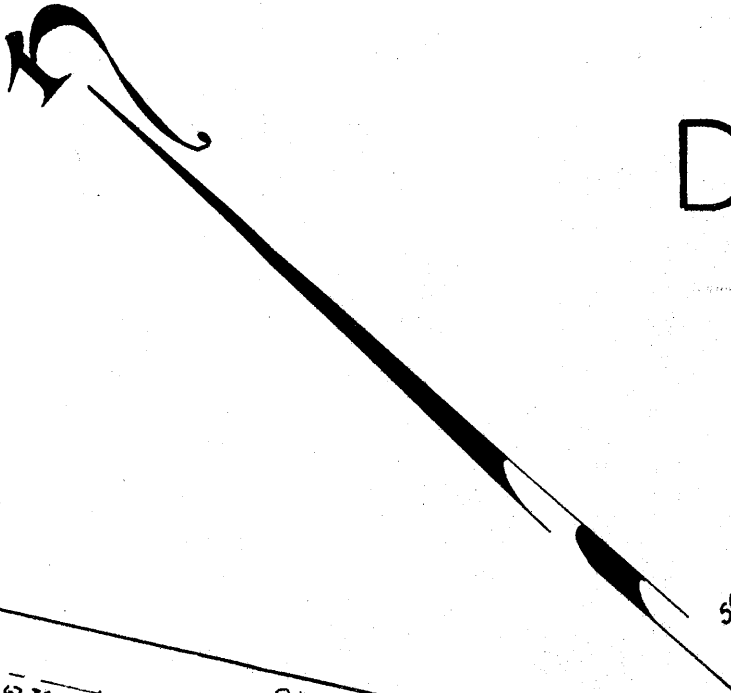
All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondesen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

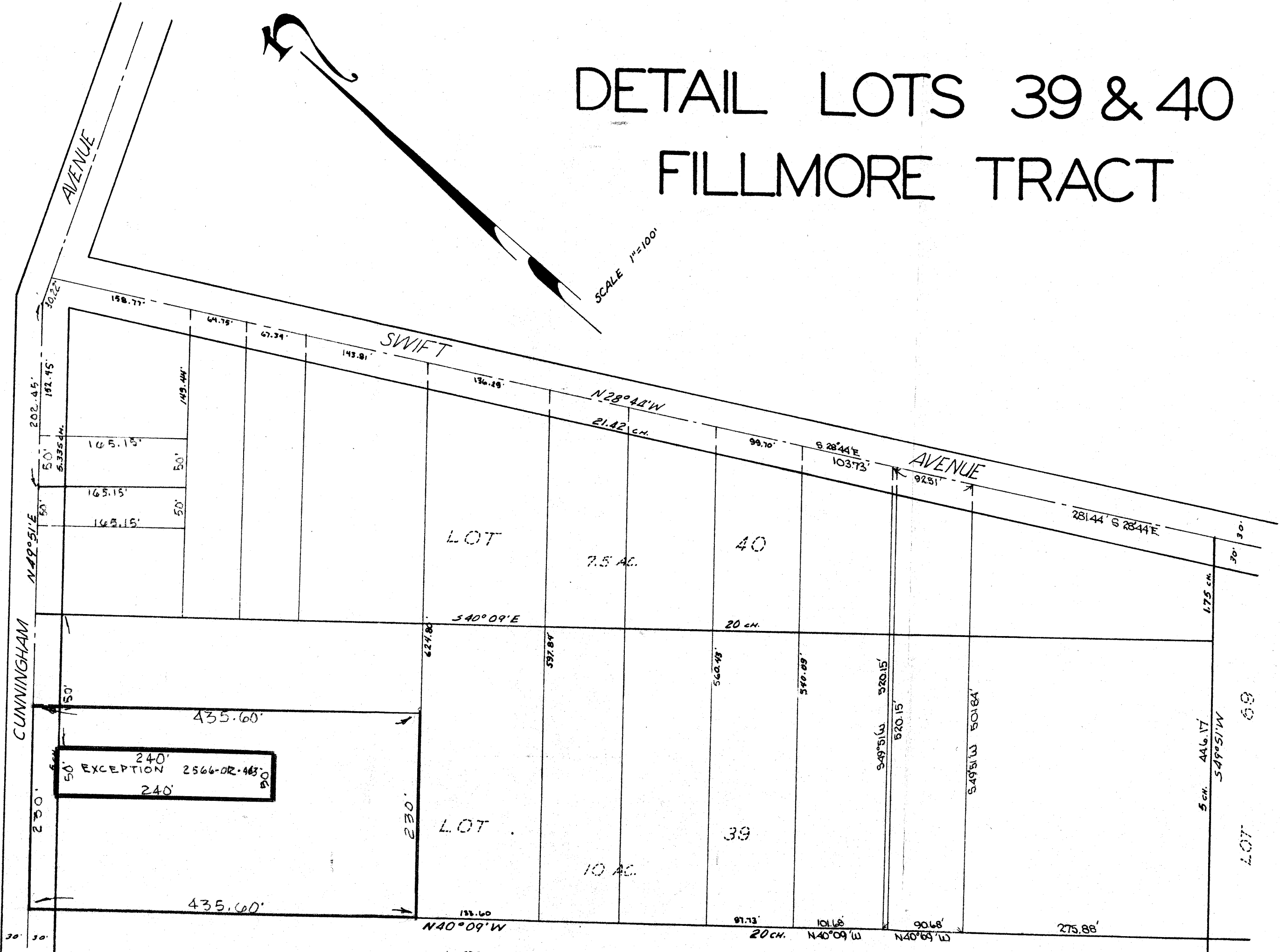
EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondesen, et ux, to George A. Bustard by Deed dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South $49^{\circ} 51'$ West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein referred to; thence continuing along said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50 feet; thence running parallel with said dividing line North $40^{\circ} 09'$ West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

DETAIL LOTS 39 & 40 FILLMORE TRACT



SCALE 1"=100'





Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

Fee: \$15.00

IMPORTANT


When replying refer to
Our No. 240597

Hillview Airport
Your No.

AMENDED REPORT

- Department of Public Works
- 20 West Rosa Street
- San Jose, California

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of April 3, 1963 at 7:30 a.m. 
B. M. BLANCHARD Title Officer

Vestee: **ANTON J. BONDESEN,**
as his separate property

Exceptions:

1. Taxes for the fiscal year 1963-64, now a lien, but not yet due or payable, including personal property tax, if any.
2. Right of the public to use as a roadway so much of the premises, as lies within the bounds of Cunningham Avenue.
3. Deed of Trust by Anton J. Bondesen and Helga P. Bondesen, his wife, to Live Oak Co., a corporation, as Trustee to secure the payment to Salinas Valley Savings-Loan Association, a corporation of \$5,500.00 and additional advances, dated May 25, 1960 and recorded June 6, 1960 in Book 4815 Official Records, page 671. Recorder's Serial Number 1825918.

Request that copy of any Notice of Default and copy of any Notice of Sale under said Deed of Trust be mailed to Hazel L. Azevedo, Rt. 7, Box 180-A, So. King Road, San Jose, California, was recorded April 6, 1961 in Book 5126 Official Records, page 550.

4. Deed of Trust by Anton J. Bondesen, a widower, to City Title Insurance Company, a California corporation, as Trustee, to secure the payment to Hazel L. Azevedo, a married woman, as her sole and separate property, of \$3,000.00 and additional advances, dated April 3, 1961 and recorded April 6, 1961 in

Book 5126 Official Records, page 551. Recorder's Serial Number 1977848.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose, as to taxes, assessments and/or bonds.

Note 2: The above Vestee acquired title to premises by Deed from William Parmer to Anton J. Bondesen and Helga P. Bondesen, husband and wife, as joint tenants, dated October 6, 1945 and recorded October 20, 1945 in Book 1288 Official Records, page 480, Recorder's Serial Number 365009, and to which Deed there were affixed Revenue Stamps in the sum of \$7.70.

Note 3: Both installments of County and City taxes for the fiscal year 1962-63, have been paid. Assessment Number 489-14-6.

First installment	\$105.13
Second installment	\$105.13

Note 4: The assessed valuations of premises for County and City taxes for the fiscal year 1962-63, are as follows:

Assessed value real estate	\$1,500.00
Assessed value improvement	\$850.00
Assessed value personal property	NONE

The address of the above Vestee, as disclosed by the

County Tax Collector is Route 7, Box 1918, San Jose, California.

DESCRIPTION

For description of the real property referred to herein, see EXHIBIT A attached hereto and made a part hereof.

MLF/JL

5 copies to Applicant

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondesen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondesen, et ux, to George A. Bustard by Deed dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

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Bondesen, Arthur

Scanned SEP 27 2006

2405534

REIN ALLEIGH REPORT

X. T. Application No. 240597

BOOK 6029 PAGE 245

I.R.S.

Grant ~~Deed~~ Individual

2405534

BOOK 6029 PAGE 245

ANTON J. BONDESEN, as his separate property

the first part Y, hereby GRANT TO COUNTY OF SANTA CLARA, State of California

the second part Y, all other real property situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

Official Seal of Santa Clara County, California

AS DESCRIBED IN ATTACHED EXHIBIT "A"

WITNESS my hand this Signed and delivered in the presence of:

January 18, 1963

Anton J. Bondesen

STATE OF CALIFORNIA COUNTY OF SANTA CLARA

On this 18th day of January, 1963 before me, W. Chapman

a Notary Public in and for said County and State, personally appeared

Anton J. Bondesen

known to me

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he

W. Chapman

Notary Public

2405534

Appl. No. 240597

BOOK 6029 PG 246

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

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Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South $49^{\circ} 51'$ West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein referred to; thence continuing along said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50 feet; thence running parallel with said dividing line North $40^{\circ} 09'$ West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

240597-1111763

Moses, C

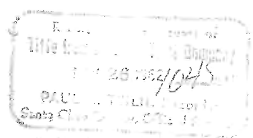
240581



RECORDING REQUESTED BY 2300067 2300057 240581 EXT

BOOK 5903 PG 405 BOOK 5903 PG 43

Name: County of Santa Clara
County Counsel
Address: 70 West Ross Street
City: San Jose, California



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessment No. 439-14-15

Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Moses CHAVEZ and RUTH RUIZ CHAVEZ, husband and wife

have GRANTED to

COUNTY OF SANTA CLARA, state of California

the following described real property in the County of Santa Clara, State of California:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 290.37 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, thence along said center line of Swift Avenue, South 28° 44' East 143.61 feet; thence parallel with the Southeastern line of Lot 40, as shown on said Map South 49° 51' East 204.82 feet to the dividing line between Lots 39 and 40 as shown on said Map, thence along said dividing line North 40° 09' West 140.95 feet to a point which bears South 49° 51' West and parallel with said Southeastern line of Lot 40, 323.24 feet from the point of beginning, thence North 49° 51' East and parallel with said Southeastern line of Lot 40, 323.29 feet to the point of beginning containing 1 acre, more or less, and being a portion of Lot 40 as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was recorded February 14, 1908 in the office of the County Recorder of the County of Santa Clara, State of California, in Book 6 of Maps, page 7.

2300067 NOV 26 1904

Witness my hand and seal of office as County Recorder of Santa Clara County, California, this 26th day of November, 1904.

Ruth Ruiz Chavez
RUTH RUIZ CHAVEZ

Witness my hand and seal of office as County Recorder of Santa Clara County, California, this 26th day of November, 1904.

W. M. Beckwith
W. M. BECKWITH
County Recorder

File Date: _____
Record No: _____



SWIFT-LN.
off
CUNNINGHAM
MOSES CHAVEZ

septic tank
#6035
1947



B.P.
B 58185

Job Swift Ave PERMIT No. _____

ATTENTION Moses Chavez
CHECK _____

- () YOUR REQUESTED INSPECTION COULD NOT BE APPROVED FOR THE REASONS CHECKED.
() A PARTIAL INSPECTION WAS APPROVED SUBJECT TO THE FOLLOWING CHECKED ITEMS.

- () COULD NOT FIND PROPERTY STAKES.
() FOUNDATION TO BE 12" WIDE, EXCAVATED 12" BELOW ORIGINAL GROUND renewed side
() FOUNDATION TO BE KEYED IN 6" BELOW THE UNDER HOUSE EXCAVATION.
() TOP OF FOUNDATION TO BE 6" ABOVE FINISH GRADE.
(ABOUT 9" ABOVE CROWN OF ROAD.)
() PROVIDE APPROVED SEPARATION BETWEEN JOISTS AND PORCH SLAB.
() ATTACHED GARAGE TO HAVE HOUSE TYPE FOUNDATION.
() PLACE GIRDERS, PIERS OR DOUBLE JOISTS UNDER ALL BEARING PARTITIONS.
() PROVIDE 18" CLEARANCE UNDER JOISTS (INCLUDING JOISTS AND PLANK.
() BRACING INADEQUATE: () WALL. () ROOF.
() PROVIDE 18 X 18 ATTIC ACCESS IN HALL OR PORCH.
() SOLID CORE DOOR (1-3/8") REQUIRED TO ATTACHED GARAGE OR CARPORT.
() SHEETROCK TO HAVE ALL JOINTS SOLID BACKED AND TAPED ON GARAGE SIDE OF WALL.
() PROVIDE GARAGE VENTS. (60 SQ. IN. PER CAR.)
() DO NO FURTHER WORK. PLEASE CONTACT OFFICE BETWEEN 8 A.M. AND 9:30 A.M.
() PROVIDE CURB AND COVER FOR CRAWL HOLE.
() THE FOLLOWING WORK OR CORRECTIONS TO BE COMPLETED.

WHEN REQUIRED WORK OR CORRECTIONS ARE COMPLETED CALL FOR RE-INSPECTION.

DATE
10-BI-30-B

1450711

7/7/59

B. Thompson
BUILDING INSPECTOR

This is to notify
you to proceed no
farther with this
construction before
contacting the
Santo Clara Bldg
Insp. Dept at
7-1st St, Rosa
San Jose.

B Thompson
Insp.



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 10, 1962

Fee: \$52.50

IMPORTANT

When replying refer to
Our No. **240581**

- Department of Public Works
- 20 West Rosa Street
- San Jose, California

Hillview Airport
Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962

at 7:30 a.m.

B.M. Blanchard
B.M. BLANCHARD

Title Officer

Vestee:

MOSES CHAVEZ and RUTH RUIZ CHAVEZ,
husband and wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue.
- Third:** Right to erect, construct, reconstruct, replace, repair, maintain and use for the transmission and distribution of electricity, a single line of towers, and suspended upon and supported by such towers, all wires which the Grantee may from time to time deem to be reasonably required for those purposes and telephone and telegraph wires for the private use of the Grantee, and all necessary and proper cross-arms, braces, connections, fastenings and other appliances and fixtures for use in connection with said towers and wires, and also a right of way along the same extending across premises as follows:

Beginning at a point in the Northwesterly line of said Lot 40, (Said Boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly Boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue, (Said intersection being marked by the intersection of fences now upon the ground) bears South 7° 39'

East 35.7' distant, and running thence South 39° 20'
East 1300', more or less, to a point in the Southwesterly Boundary
line of said Lot 40,

as granted by John Andrews and Marena Andrews, husband
and wife, to Pacific Gas and Electric Company, a corporation
by instrument dated December 20, 1932 and recorded
February 11, 1933 in Book 638 of Official Records, page
360.

Said instrument recites in part as follows:

Said Grantor, for the consideration aforesaid does further
grant unto said Grantee, its successors and assigns, the
right, easement or servitude of using said right
of way for any and all purposes connected with the erection,
construction, reconstruction, replacement, repair, maintenance
and use, for the purposes aforesaid, of such towers, wires
and appurtenant structures; and also the right of ingress
to and egress from said right of way by a practicable route
or routes across the aforesaid lands of said Grantor.

The Grantee hereby agrees that all transmission wires to be
suspended on said towers of the Grantee shall be maintained
at least 30', and all telephone and telegraph wires at
least 25', above the average natural surface of the ground
at the lowest part of such respective wires.

In exercising the right of ingress and egress hereby granted
the Grantee, shall, whenever practicable, use existing roads,
or lanes, and shall repair any damage which may be caused
by its use thereof.

The Grantee in the exercise and enjoyment of the rights
hereby granted, shall avoid unreasonable interference
with such use by the Grantor and the latter's successors
in estate of the aforesaid right of way for mining and
agricultural purposes as is not inconsistent with the
Grantee's full enjoyment of the rights hereby granted;
provided, however, that the Grantor and the latter's successors
in estate shall not erect or construct or permit to be
erected or constructed, any building or other structure, or
drill or operate any water, or oil, well, within
15' of the above described line.

Fourth: Right of way for electric and telephone transmission line
over the Northeasterly 6 feet of Lot 40 hereinafter
referred to, as granted by Anton J. Bondesen, et ux,
to Pacific Gas and Electric Company and The Pacific

Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 of Official Records, page 270, and reference is hereby made to the record thereof for further particulars.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose, as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-15. Code Number 44-75.

First installment	\$47.02
Second installment	\$47.02

Note 3: The above Vestees acquired title to premises by Deed from John Chavez and Ruth Chavez, husband and wife, dated June 18, 1958 and recorded December 31, 1958 in Book 4276 of Official Records, page 130, Recorder's Serial Number 1564472, and to which Deed there were affixed revenue stamps in the sum of \$3.30.

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$800.00
Assessed value improvements	300.00
Assessed value personal property	NONE

The address of the above vestee as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Route 7, Box 191C Swift Lane, San Jose, California.

DESCRIPTION

For description of the real property referred to herein
see EXHIBIT A attached hereto and made a part hereof.

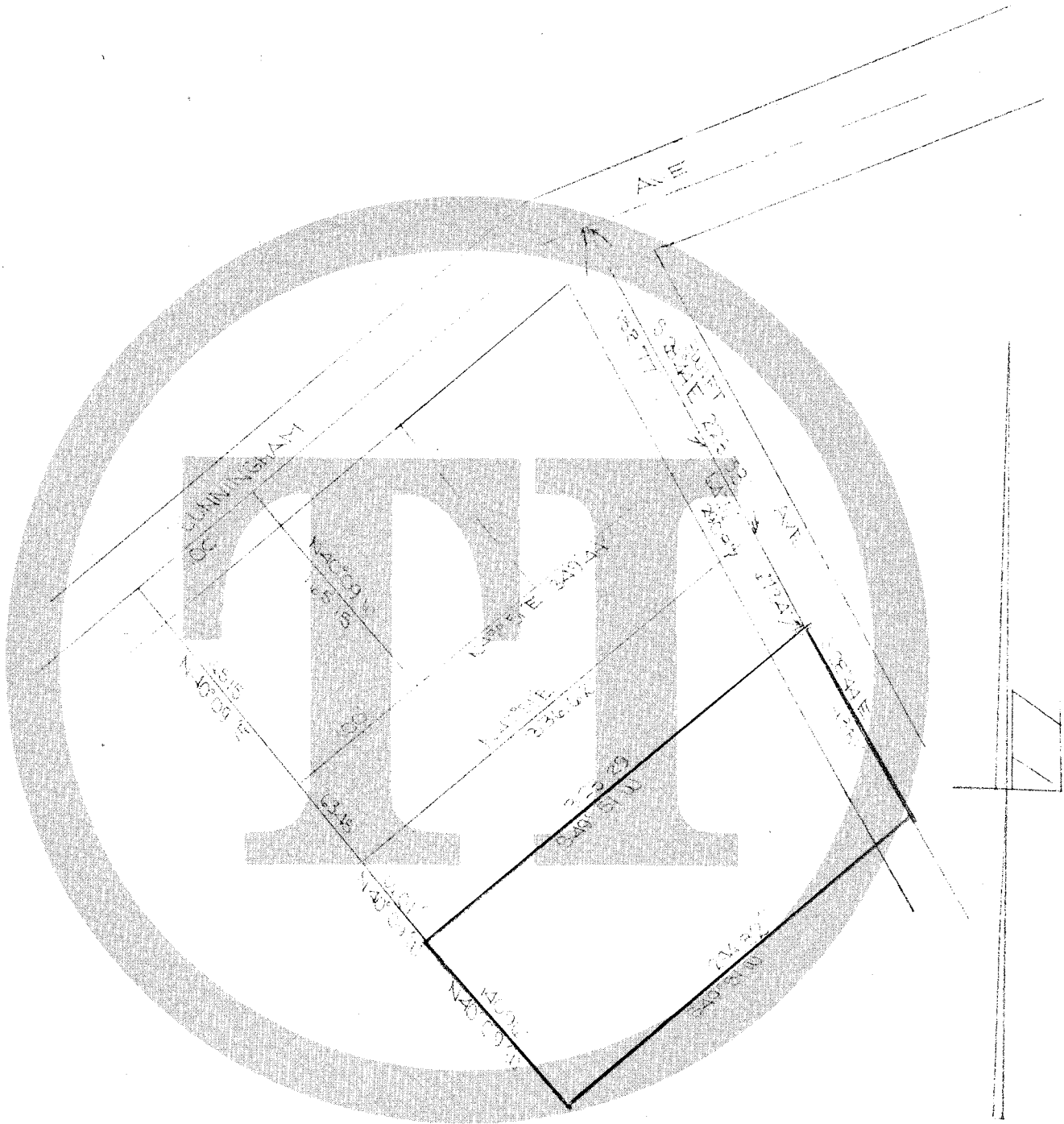
et/jf
5 copies to Dept. of Public Works

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 290.87 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, thence along said center line of Swift Avenue, South $28^{\circ} 44'$ East 143.81 feet; thence parallel with the Southeasterly line of Lot 40, as shown on said Map South $49^{\circ} 51'$ West 294.82 feet to the dividing line between Lots 39 and 40 as shown on said Map, thence along said dividing line North $40^{\circ} 09'$ West 140.96 feet to a point which bears South $49^{\circ} 51'$ West and parallel with said Southeasterly line of Lot 40, 323.29 feet from the point of beginning, thence North $49^{\circ} 51'$ East and parallel with said Southeasterly line of Lot 40, 323.29 feet to the point of beginning containing 1 acre, more or less, and being a portion of Lot 40 as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was recorded February 14, 1888 in the office of the County Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57.

1971-1972
1973-1974
1975-1976



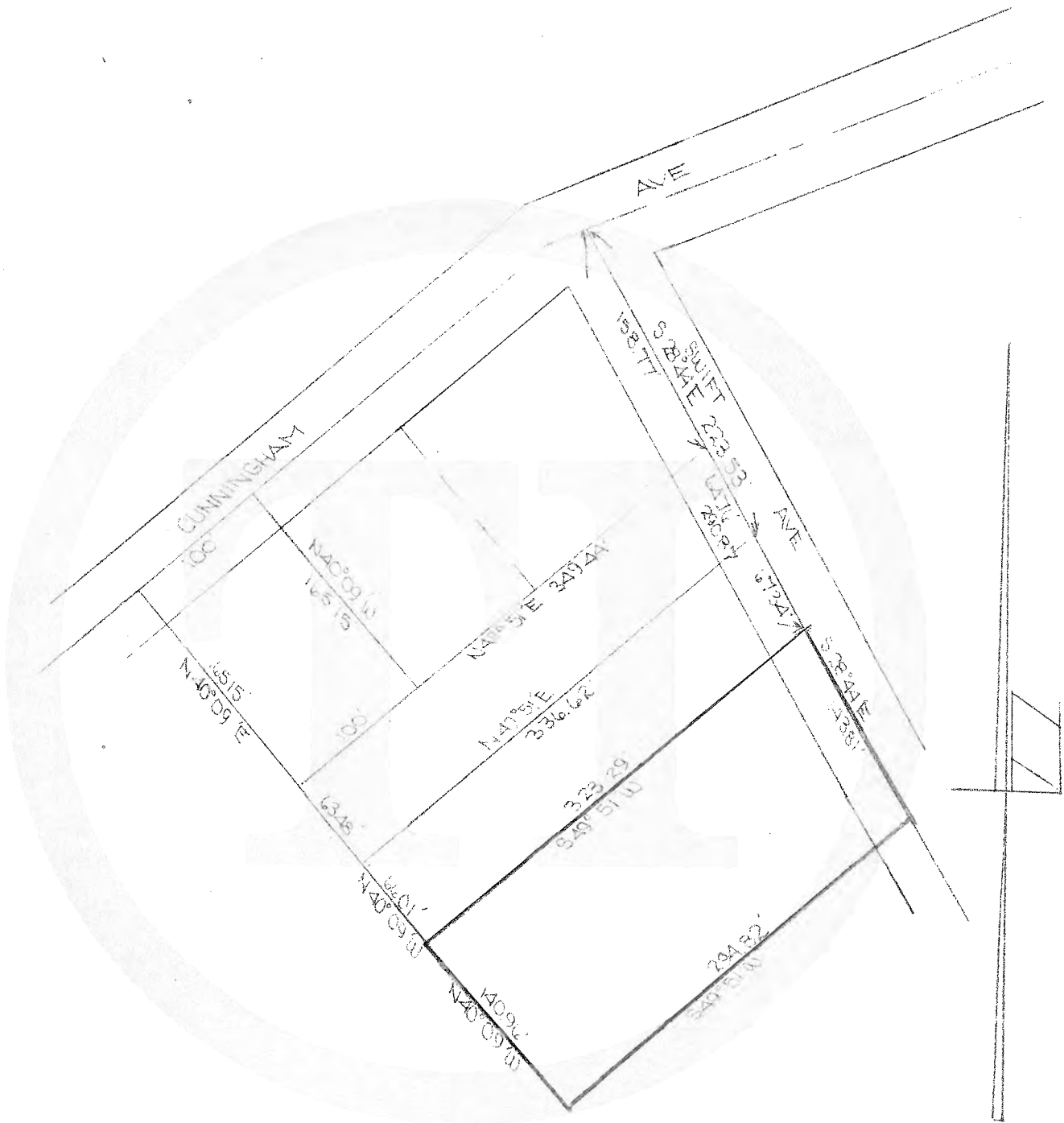
W/TH LOT 40

PLUM TRE TR

DETAILED 1/20/77



This is not a survey of the land but is compiled for information by the
 Title Insurance and Trust Company from data shown by the official records.



PTN LOT 40

FILLMORE TR

DETAIL 105C/57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

OFFICE OF THE COUNTY COUNSEL

County of Santa Clara

Date: **January 3, 1963**

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed is a deed and title insurance for your permanent records for the following property acquisition:

Project: **Reid Hillview Airport**

Parcel No.:

Grantor: **Moses Chaves**

Deed recorded - Date: **11-26-62**
Book: **5803**
Page: **435**

Order to Cancel Taxes is/is not enclosed

SPENCER M. WILLIAMS
County Counsel

By **Gerald J. Thompson**
Deputy County Counsel

Copies:

Public Works - Right of Way Section **with statement.**
County Counsel

GJT:bn
WMS:mab - 11/61

COUNTY OF SANTA CLARA

Office of the COUNTY COUNSEL

SPENCER M. WILLIAMS

COUNTY COUNSEL

JOHN R. KENNEDY

WILLIAM M. SIEGEL

ASSISTANT COUNTY COUNSELS

DEPUTIES:

JOAN A. SYMON

ROBERT S. STURGES

ROBERT P. MCNAMEE

RICHARD S. HARRISON

JOHN B. GUNN

SELBY V. I. BROWN, JR.

MARVIN G. HAUN

GERALD J. THOMPSON

JOSEPH G. SCHUMB, JR.

BOND & TAX CLERK

DOROTHY V. FANNING

ZONING INVESTIGATOR

ROBERT R. FEDDE

COUNTY ADMINISTRATION BUILDING

70 WEST ROSA STREET

SAN JOSE 10, CALIFORNIA

TELEPHONE CYPRESS 9-2111

November 19, 1962

Title Insurance and Trust Company
66 North First Street
San Jose, California

Re: Escrow No. 240581 - Acquisition by the County
of Santa Clara from Moses Chavez, et ux.

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above property.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$6,750.
2. You are instructed to receive an executed deed having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to items two, three, and four as shown on your preliminary title report number 240581 dated October 10, 1962. Title shall be insured in the amount of the purchase price.
3. Taxes will be prorated as of close of escrow in accordance with provision number five of the agreement.
4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.
5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
November 19, 1962
Page 2

6. Upon close of escrow please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:cw

Enc: Warrant
Agreement
Certificate of Acceptance

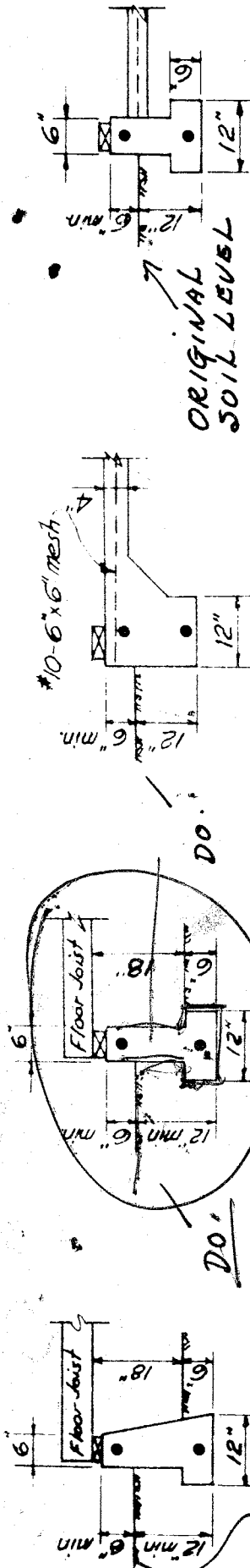
cc: Department of Public Works
Right of Way Section

Mr. and Mrs. Moses Chavez
361 Lyndale Avenue
San Jose, California

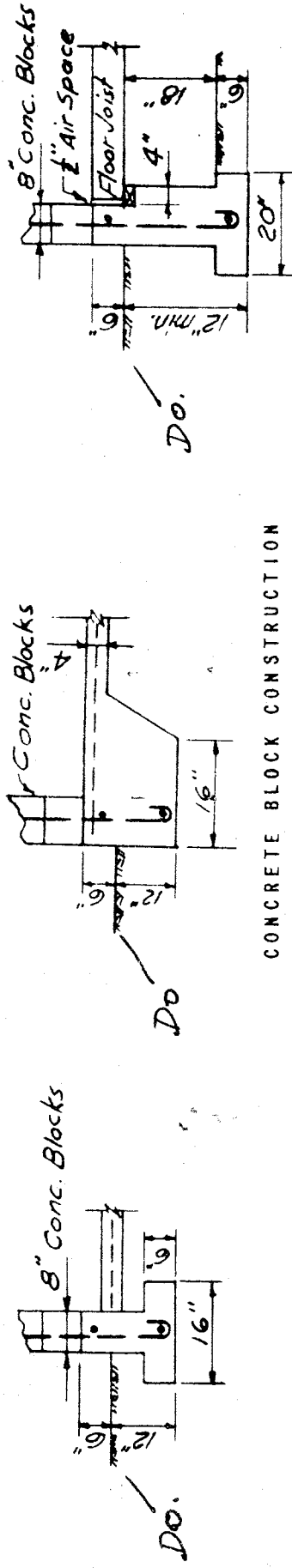
2017 OCT 12 10 28 AM '85
COUNTY OF
PUBLIC WORKS
RECEIVED

ADDRESS	LOT ()	Forms
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Frame
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Bond
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Beam
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		P1bg R
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		F
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		R
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		PR
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Gas
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		F
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Gas Conv.
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Date
OWNER	CHECK CALLER	AM
<i>10000</i>	<i>10000</i>	PM
CONTRACTOR		PERMITS
<i>10000</i>	<i>10000</i>	YES
NEW OWNER		NO
<i>10000</i>	<i>10000</i>	
	COMMERCIAL	
	RESIDENTIAL	
	PERMITS	
	YES	
	NO	

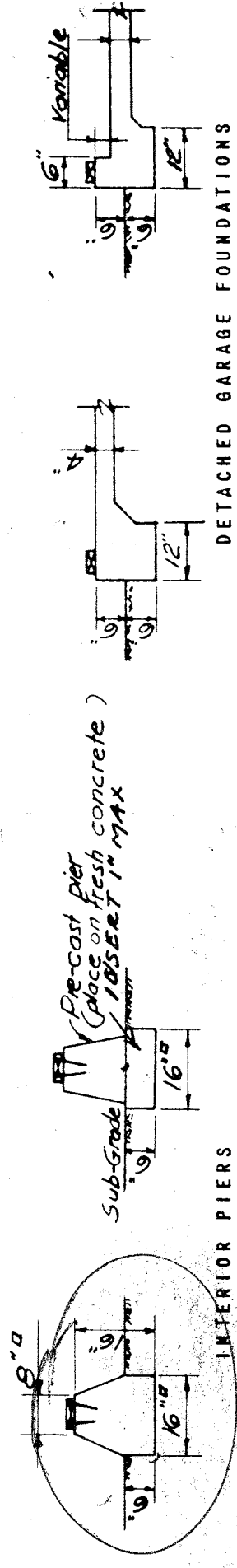
ACCEPTABLE FOUNDATIONS
for
SINGLE STORY DWELLINGS and GARAGES



WOOD FRAME CONSTRUCTION



CONCRETE BLOCK CONSTRUCTION



INTERIOR PIERS

DETACHED GARAGE FOUNDATIONS

- NOTE:
1. ALL EXTERIOR FOUNDATIONS MUST BE CONTINUOUS.
 2. IF GARAGE IS ATTACHED, FOUNDATION MUST BE HOUSE TYPE.
 3. USE AT LEAST TWO 1/2 INCH REINFORCING BARS IN EXTERIOR FOUNDATIONS ON ADOBE SOIL.
 4. WHEN CONCRETE SLAB IS PLACED ON ADOBE, REINFORCE WITH NO. 10 SIX INCH MESH.

SANTA CLARA COUNTY
BUILDING INSPECTION DEPARTMENT

Date: Sept 4 1959
To: Mr. Walter Gray
From: B. Thompson
SUBJECT: Dept. Program

MEMORANDUM

County of Santa Clara

Dept: Public Wks.

1- P. G. + E called me some weeks ago re a shack on Swift Ln. off Cunningham which is directly under a hi voltage line + on which an addition was being built in their P.U.E. I stopped the job, made a quick survey of the shack + deemed it unworthy to move. The owner came in + said he had about 1 acre in the plot + in 1947 had secured a septic tank permit # 6035 + had installed it + had it inspected but never hooked up to it as it was way up front near street

Date: Sept. 4 1959
To: _____
From: _____
SUBJECT: Moses Chores job

MEMORANDUM

County of Santa Clara

Dept: _____

He asked permission to secure a bldg permit + move this shack up front + connect to septic tank. (Incidentally, I had "Health" check tank + they O.K'd. for use). I agreed provided he submitted plans on fnd., girders + floor joist to meet code. (Anything like it is unheard of in this area) Before leaving + not being able to consult you on this one, I submitted the details to Mr. Enoch + he agreed that it would be O.K. to allow them to move even if it would not be quite to code. Plans submitted are not satisfactory + I'm going

Date: _____

To: _____

From: _____

SUBJECT: Moses Chavez

MEMORANDUM

County of Santa Clara

Dept: _____

FORM PD 14

today I try to correct this part. at least moving it up front will eliminate 2 hazards. One of not being connected to an accepted sawing facility & 2 - getting it away from the danger zone.

Bruce

FORM NO. B3a 102155 2m
SURVEY OF BUILDING

Directly under
the tension line
Cunningham P.G. & E.

Present Location Swift Lane

Present Owner Moses Cheney

Mailing Address same

New Location same lot (in front)

New Owner same A-1

Mailing Address 5-25

House Mover _____

Size of Building Width 12' Length 24' ^{in rear?} Type ?

Proposed Occupancy residence

Condition of Building on fire

(2x4 floor joist 30" OC. span 5ft) 2x6 Raft 24" OC
4x4 girders span 7 ft. (shed roof)
exterior sheathed + brick design asphalt.
floor plywood - interior sheetrock

Condition of Plumbing not connected to septic tank
bath tub not connected. sink drain on top
of ground. toilet ?

Condition of Electric unknown

Required Improvements Building addition in rear
without permit. - addition has 7'-3 ceiling ht.
Has approved septic tank in front of lot

Permit # 58185
Build #

Suitable to Move no. Inspected By B Thompson

Application No. M _____ Date Posted _____

SURVEY OF BUILDING TO BE MOVED

Present Location Swift Lane off Cunningham

Present Owner Wesley H. Smith

Mailing Address same

New Location same lot

New Owner same

Mailing Address same

House Mover _____

Size of Building Width 13' Length 30' Type 2

Proposed Occupancy residence

Condition of Building in fair

one floor just 2nd oc. span 5 ft
one quarter span 7 ft. (bedroom)
interior of all 4 brick disjunct
floor plywood - interior of tanks

Condition of Plumbing not connected to water tanks

Condition of Electric unknown

Required Improvements Building a addition on rear
with a permit - addition has 7' 3" height.

Suitable to Move 700 Inspected By R. J. Harper

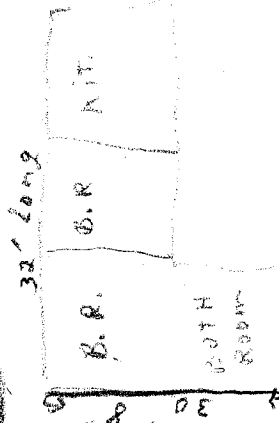
Application No. M Date Posted _____

File This Sheet With Matching Application Sheet

70.25'

SWIFT

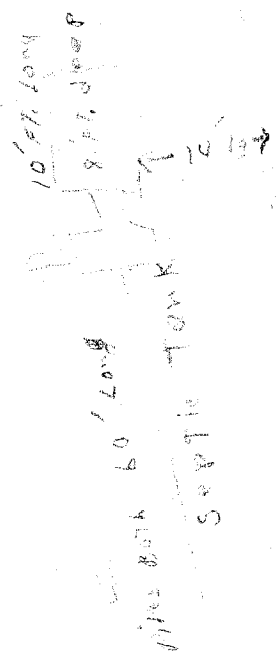
73.56'



19' apart.

5' apart.

309.38



28.462

PLOT PLAN (A.)

323.29

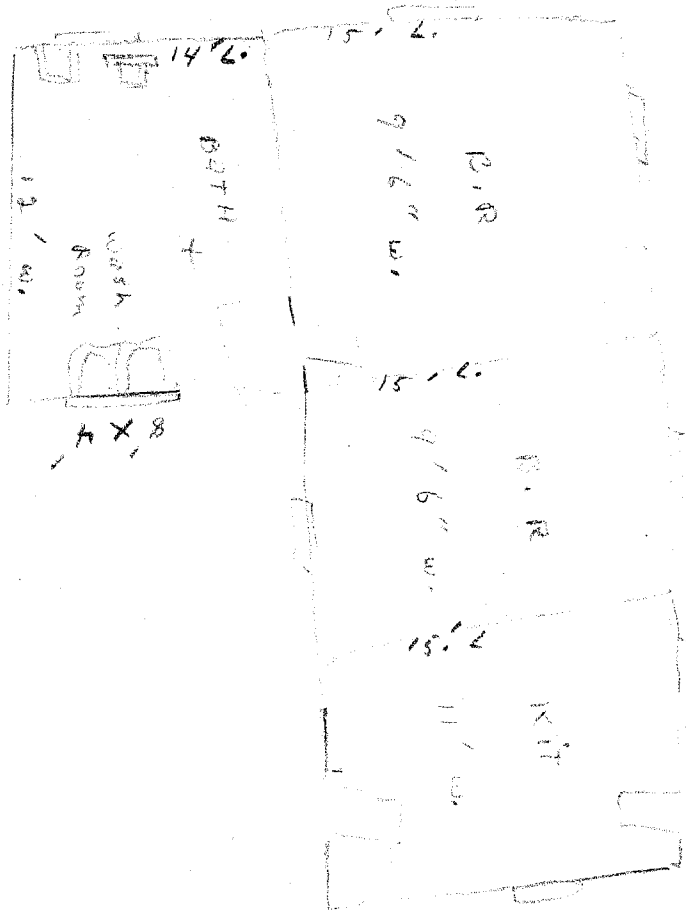
72.10

ONE ACRE

68.86

ONE 20VE FLOOR PLAN B.

- 7 Windows all 3' wd. 2'4" long.
- 1 Bath window 6' width 4' length
- 4 Doors 6'10" long - 2'8" wide

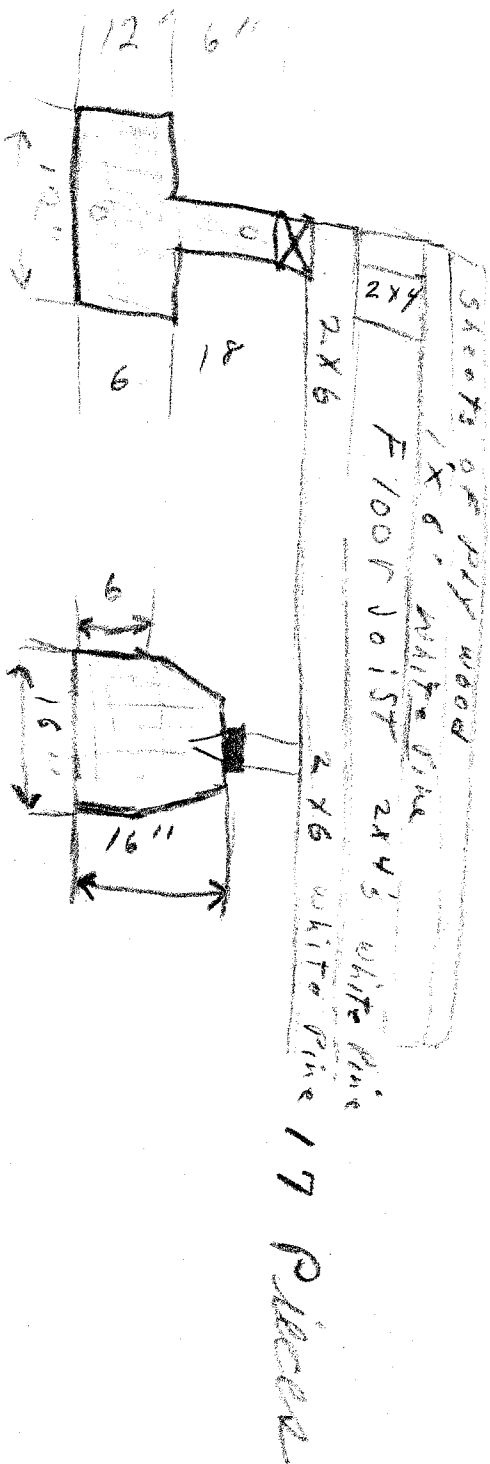


SECTION TANK

SWIFT
BLVD

STRUCTURAL PLAN 2.

FLOOR & FOUNDATION



ROOF CONSTRUCTION

- Roofing Paper
- Sheets Block Paper
- 1x8 white pine
- 17pc. 2x6 white pine
- 2x4's white pine
- Chick rock sheets

- WALL CONSTRUCTION
- Chick rock sheets
- 2x4's white pine
- 1x8 red wood
- First Brick Siding

SANTA CLARA COUNTY
DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTION DIVISION
20 W. Rosa Street, San Jose
CY. 5-1050 Ext. 383

RESIDENTIAL BUILDINGS

1. A SEWAGE DISPOSAL PERMIT is to be secured prior to the issuance of a BUILDING PERMIT.
 - a. If a septic tank is to be installed, submit three (3) plot plans to the Health Department, 2220 Moorpark Avenue (near So. Bascome Avenue,) CY. 7-1636, and secure a SEPTIC TANK PERMIT.
 - b. If there is to be a sanitary sewer connection, secure a connection permit from the SANITATION DISTRICT ENGINEER or a SANITARY DISTRICT. District addresses available on request.
2. Fill out a BUILDING PERMIT APPLICATION.
 - a. The application is to be countersigned by the COUNTY ENGINEER or deputy, after he has reviewed the plot plan for building site.
 - b. The application is to be countersigned by the PLANNING DIRECTOR or deputy, after he has reviewed the plot plan for zoning requirements.
3. Present two sets of plans, to scale, and on blueprint paper about 18" x 24" minimum in size. One set is to be retained by our department and the other will be stamped by our department and returned to the applicant for the "job set." The "job set" of plans must be on the job when inspections are made. Show the following on this set of plans:
 - a. PLOT PLAN - showing location of new building, and also location of ALL other buildings on the lot. This plot plan should show all front, side, and rear setback distances, and distances between buildings.
 - b. FLOOR PLAN - showing location, size, and use of rooms, and location and size of windows and doors.
 - c. STRUCTURAL PLANS - to show the foundations, structural elevations and details pertinent to the framing of the building. Foundation sheets and other data available upon request.
 - d. ELECTRICAL AND PLUMBING WORK - all electrical and plumbing work shall be performed by licensed contractors. Show fixtures and outlets on plan.

NOTE:

new 2x6 joist porting pad.

1. Engineering calculations are to be submitted for all buildings requiring structural design. Calculations shall be prepared by a Registered Civil or Structural Engineer or Architect. In addition, Engineers preparing such plans shall conform to the State Board of Registration rulings on the responsibility of the Engineer in the preparation of the plans.

2. Fees are as prescribed by Ordinance.
3. Make all checks payable to the "County of Santa Clara."
4. No permits issued without required plans.
5. Electrical and plumbing permits are required in addition to the building permit.
6. Contractors shall assume the responsibility for called inspections conforming to department requirements in this respect. In general, framing inspections called in before 5 p.m. will be handled within 24 hours. Plumbing and electrical inspections require 48 hours notice.
7. The Building Inspection Division will accept, on certain occasions, an engineer's report in lieu of their own inspections, if the contractor or owner provides continuous engineering inspections during construction.
8. Home owner's permits will be issued for construction, electrical and plumbing work, if applicant indicated the intent to do his own work. In the event inspection shows applicant is unable to perform this work satisfactorily, the work must be performed by licensed contractors. Home owners assume same responsibility as contractors.
9. Agricultural exemptions will be granted under certain conditions. Request agricultural exemption rules if so desired.
10. Structural plans and calculations are to be prepared in accordance with the 1952 Uniform Building Code, as modified by Ordinance 792, with amendments to date.
11. It is the responsibility of the engineer or the architect to inform himself of the provisions of the above ordinances.

Please note the following Sections of the U.B.C. 1952 Edition: Section 301(d) INFORMATION ON PLANS AND SPECIFICATIONS. Plans and specifications shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it will conform to the provisions of this Code and all relevant laws, ordinances, rules and regulations. The first sheet of each set of plans shall give the house and street address of the work and the name and address of the owner and person who prepared them. Plans shall include a plot plan showing the location of the proposed building and of every existing building on the property. In lieu of detailed specifications, the Building Official may approve references on the plans to a specific section or part of this Code or other Ordinances or laws.

Computations, stress diagrams and other data sufficient to show the correctness of the plans, shall be submitted when required by the Building Official.

Section 301(c) VALIDITY. The issuance or granting of a permit or approval of plans and specifications shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code. No permit presuming to give authority to violate or cancel the provisions of this Code shall be valid, except insofar as the work or use which it authorizes is lawful.

The issuance of a permit based upon plans and specifications shall not prevent the Building Official from thereafter requiring the correction of errors in said plans and specifications or from preventing building operations being carried on thereunder when in violation of this Code or of any other County ordinance.

Project: Reid - Hillview

Parcel No.: 14-15

Grantor: Chavez, Moses and Ruth
Ruiz

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Moses Chavez and Rutch Ruiz Chavez, husband and wife

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Six Thousand Seven Hundred Fifty and no/100 ----- (\$6,750.00-----).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except exceptions 2, 3 and 4 Preliminary 240581, Title Trust and Insurance dated October 10, 1962

and agrees that said deed will be deposited with the Title Insurance Title Insurance Company in escrow account no. 240581 not later than 10 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

order for immediate possession, taxes shall be prorated as of the date of said possession. Taxes paid in advance, however, shall not be prorated.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments which may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and, where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this _____ day of _____,
19_____.

Owner

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

9/29/61

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 290.87 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, thence along said center line of Swift Avenue, South 28° 44' East 143.81 feet; thence parallel with the Southeasterly line of Lot 40, as shown on said Map South 49° 51' West 294.82 feet to the dividing line between Lots 39 and 40 as shown on said Map, thence along said dividing line North 40° 09' West 140.96 feet to a point which bears South 49° 51' West and parallel with said Southeasterly line of Lot 40, 323.29 feet from the point of beginning, thence North 49° 51' East and parallel with said Southeasterly line of Lot 40, 323.29 feet to the point of beginning containing 1 acre, more or less, and being a portion of Lot 40 as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was recorded February 14, 1888 in the office of the County Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57.

I.R.S.

Grant Deed Individual

JOHN CADALBERT and MARGHERITA CADALBERT,
his wife

the first part ies , hereby GRANT TO

COUNTY OF SANTA CLARA

the second part y , all that real property situated in the
City of San Jose,
County of Santa Clara, State of California, described as follows:

Above space for Recorder

PORTION OF LOT 38, as shown upon ~~the~~ certain Map entitled, "Map of the Subdivison of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Volume "C" of Maps, at page 57, and more particularly described as follows:

COMMENCING at a point in the center line of Cunningham Avenue, at the common corner for Lots 11, 12, 38 and 39 of the Fillmore Tract hereinabove mentioned, and running thence along the center line of Cunningham Avenue in a Southwesterly direction 210 feet to a point; thence at right angles Southeasterly 240 feet to a point; thence at right angles Northeasterly 210 feet to a point; thence at right angles Northwesterly 240 feet to the point of commencement.

Together with those certain water rights and easements as provided for in the Agreement by and between Clyde Silveira and Manuel C. Silva, dated August 22, 1935, recorded November 5, 1935 in Book 745 of Official Records, page 515.

WITNESS our hands this _____ day of _____, 19____

.....
JOHN CADALBERT
.....

.....
MARGHERITA CADALBERT
.....

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA }ss.

On this _____ day of _____, 19____, before me,
a Notary Public in and for said County and State, personally appeared

be the person whose name _____ subscribed to the foregoing instrument, and acknowledged to me that _____ known to me to executed the same.

.....
Notary Public

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TRUST COMPANY
CONTROLLER
PUBLIC WORKS

CADALBERT, John
Id-Hillview Airport
Parcel No. 3511-14-5

AGREEMENT IN SETTLEMENT
AND COMPROMISE OF LITIGATION

This agreement is entered into on _____
by and between the COUNTY OF SANTA CLARA of the State of California
(hereinafter referred to as "County") and JOHN CADALBERT and
MARGHERITA CADALBERT (hereinafter referred to as "Sellers") and
is based upon the following:

WHEREAS, County has heretofore commenced an action in eminent
domain to condemn Sellers' hereinafter described property for a
public use; and

WHEREAS, the parties have reached an agreement in settlement
and compromise of said litigation;

NOW, THEREFORE, the parties do agree as follows:

1. The County agrees to purchase and the Sellers agree to
sell all that real property located in the City of San Jose, County
of Santa Clara, described as follows:

PORTION OF LOT 38, as shown upon that certain Map
entitled, "Map of the Subdivision of the Fillmore
Tract", which Map was filed for record in the office
of the Recorder of the County of Santa Clara, State
of California, on February 14, 1888 in Volume "C"
of Maps, at page 57, and more particularly described
as follows:

COMMENCING at a point in the center line of Cunningham
Avenue, at the common corner for Lots 11, 12, 38 and
39 of the Fillmore Tract hereinabove mentioned, and
running thence along the center line of Cunningham
Avenue in a Southwesterly direction 210 feet to a
point; thence at right angles Southeasterly 240 feet
to a point; thence at right angles Northeasterly 210
feet to a point; thence at right angles Northwesterly
240 feet to the point of commencement.

TOGETHER WITH those certain water rights and easements
as provided for in the Agreement by and between Clyde
Silveira and Manuel C. Silva, dated August 22, 1935,
recorded November 5, 1935 in Book 745 of Official
Records, page 515.

2. The purchase price for said property is Twenty Seven Thousand Two Hundred Dollars (\$27,200.00).

3. The Sellers agree to convey said property to the County free and clear of all taxes, assessments, liens, encumbrances, or defects of title with the following exceptions only:

a. Taxes are to be prorated and cancelled as of the date of close of escrow.

b. The County will accept the property subject to the right of the public to use that portion thereof lying within the bounds of Cunningham Avenue, a public street.

4. The Sellers agree to deposit a grant deed in escrow with Title Insurance and Trust Company, San Jose, under escrow number 244890, conveying title to County in accordance with this agreement, and County agrees to deposit the purchase price into said escrow.

5. The Sellers shall have the privilege of remaining on the property until October 20, 1964, for the purpose of removing therefrom their personal property, including the portable chicken cages. In this regard Sellers do hereby agree to indemnify and hold County harmless from any and all claims or liability arising from Sellers' occupancy and use of the property after passage of title thereto to County.

6. The County will pay the costs of title insurance and revenue stamps on the deed, if needed.

7. After close of escrow the County will dismiss the action in eminent domain now pending between the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the date above written.

COUNTY OF SANTA CLARA
OF THE STATE OF CALIFORNIA

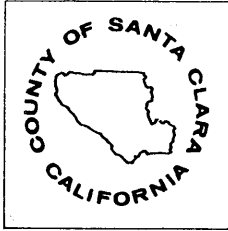
By _____
Chairman, Board of Supervisors


JOHN CADALBERT


MARGHERITA CADALBERT

county of santa clara

S.D. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: August 14, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF August 24, 1964

FROM: HODGE, Right of Way, Public Works

TITLE: Agreement in Settlement and Compromise of Litigation for real property for Reid-Hillview Airport.

DESCRIPTION:

Parcel 3511-14/15: John Cadalbert, et ux, \$27200.00, Located at 2382 Cunningham Avenue, San Jose. Full take comprising 1.012 acres (44,083 Sq. Ft.) at \$8,500 per acre (\$0.195 per sq.ft.) or \$8,600.00 for land; improvements consisting of frame and stucco dwelling, garage with 3-room apartment over, chicken house and outbuildings at \$18,600.00. Zoning is residential.

EDH:ee

Attachments

COMMUNICATIONS SECTION
AUG 24 1964

AGENDA DATA

DATE: AUG 24 1964

ITEM NO: 8

BOARD ACTION Authorized

APPROVED:

James T. Pott

JAMES T. POTT, COUNTY ENGINEER

RIGHT OF WAY DATA SHEET

Grantor: John Cadalbert et ux Project: Reid Hillview Air-^{port} Parcel No.: 3511-14-5
 Property Address 2382 Cunningham Ave., San Jose Entire Area:
 Mailing Address: % Attorney Dan Feeley 44,083 sq. ft. 1.012 ac
1110 N. First St., San Jose
 Telephone: _____ Part Required:
 Jurisdiction: San Jose All sq. ft. _____ ac
 Remainder:
None sq. ft. _____ ac

Unit Land Cost: Appraisal O.P. Settlement
 Sq. Ft.: \$ 0.195 19 64 Deposit
 Acre: \$ 8,500.00 \$ 8,600.00 \$ 8,600.00
 Improvements: \$18,600.00 \$18,600.00
 Damages:
 Benefits:
 Other Consideration

Total Consideration: \$27,200.00 \$27,200.00
 Cash to Grantor: \$27,200.00

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. *Continued Occupancy
 7. Settlement Justification
 8. Title Exceptions
 9.
 Title Co.: Title Ins. & Trust Co.
 No.: 244890 Date: 5-25-63
 Grantor Acquired: 10-19-55
 I.R.S. \$ 12.10
 Appraised by: F. Clevenger
 Date: July 1964
 Type of Title: Fee
 Zoning: R-1
 Access Rights: ----
 Suit Filed: Yes
 O.P.: No
 Agreements: Attached
 Resolutions: _____
 Deeds: To Escrow Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
1-story frame & stucco residence			
5	877	20 (est.)	Fair
2-story wood frame and stucco building (garage, storage room and utility room below, 3 room apartment above).			
Corrugated metal garage and 3 chicken houses comprising 3,100 sq. ft.			

Note: Settlement by " <u>Agreement in Settlement and Compromise of Litigation</u> ".			

6. <u>Continued Occupancy</u> - Sellers have until October 20, 1964 to vacate the premises.			

<u>Title</u>			
Clear:			
1 & 2 Taxes prorated COE.			
4 Trust deed			
Subject to:			
3 Rights of public in Cunningham Ave.			

E.D. Hedge
 Approval
 To County Counsel:
 Agenda : 8/24/64 Item #

8-10-64
 nc



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

April 8, 1963

IMPORTANT

When replying refer to
Our No. **244890**

County of Santa Clara
• Department of Public Works
• 70 West Rosa Street
• San Jose, California

Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of March 25, 1963 at 7:30 a.m. B. M. BLANCHARD Title Officer

Vestee: **JOHN CADALBERT and MARGHERITA CADALBERT,**
his wife, as joint tenants

Exceptions:

1. Taxes for the fiscal year 1963-64, now a lien, but not yet due or payable, including personal property tax, if any.
2. Second installment of County and City Taxes for the fiscal year 1962-63, due and payable, as follows: Assessment Number 289-14-5.

Amount of tax \$134.93
3. Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.
4. Deed of Trust by John Cadalbert and Margherita Cadalbert, his wife, to California Pacific Title Insurance Company, a corporation, as Trustee, to secure the payment to Clyde B. Silveria and Olivia Silveria, his wife, as joint tenants of \$9,500.00 and additional advances, dated October 18, 1955 and recorded October 19, 1955 in Book 3308h Official Records, page 373, Recorder's Serial Number 1139216.

Title Insurance and Trust Company, a corporation, successor by merger to California Pacific Title Insurance Company, is now Trustee under the above Deed of Trust.

Note 1: First installment of County and City Taxes for the fiscal year 1962-63, has been paid. Assessment Number 489-14-5.

Amount of tax \$134.93

Note 2: The above vestees acquired title to premises by virtue of the Deed from Clyde B. Silveria, also known as Clyde B. Silveira and Olivia Silveira, his wife, also known as Olivia Silveria, dated October 18, 1955 and recorded October 19, 1955 in Book 3308 Official Records, page 371, Recorder's Serial Number 1139215, and to which Deed there were affixed revenue stamps in the sum of \$12.10.

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63, are as follows:

Assessed value real estate	\$1,250.00
Assessed value improvement	\$1,800.00
Assessed value personal property	NONE

The address of the above vestees as disclosed by the County Tax Rolls for the fiscal year 1962-63, is 2382 Cunningham Avenue, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

rpf/ad

4 copies to Department of Public Works

Appl. No. 244890

EXHIBIT A

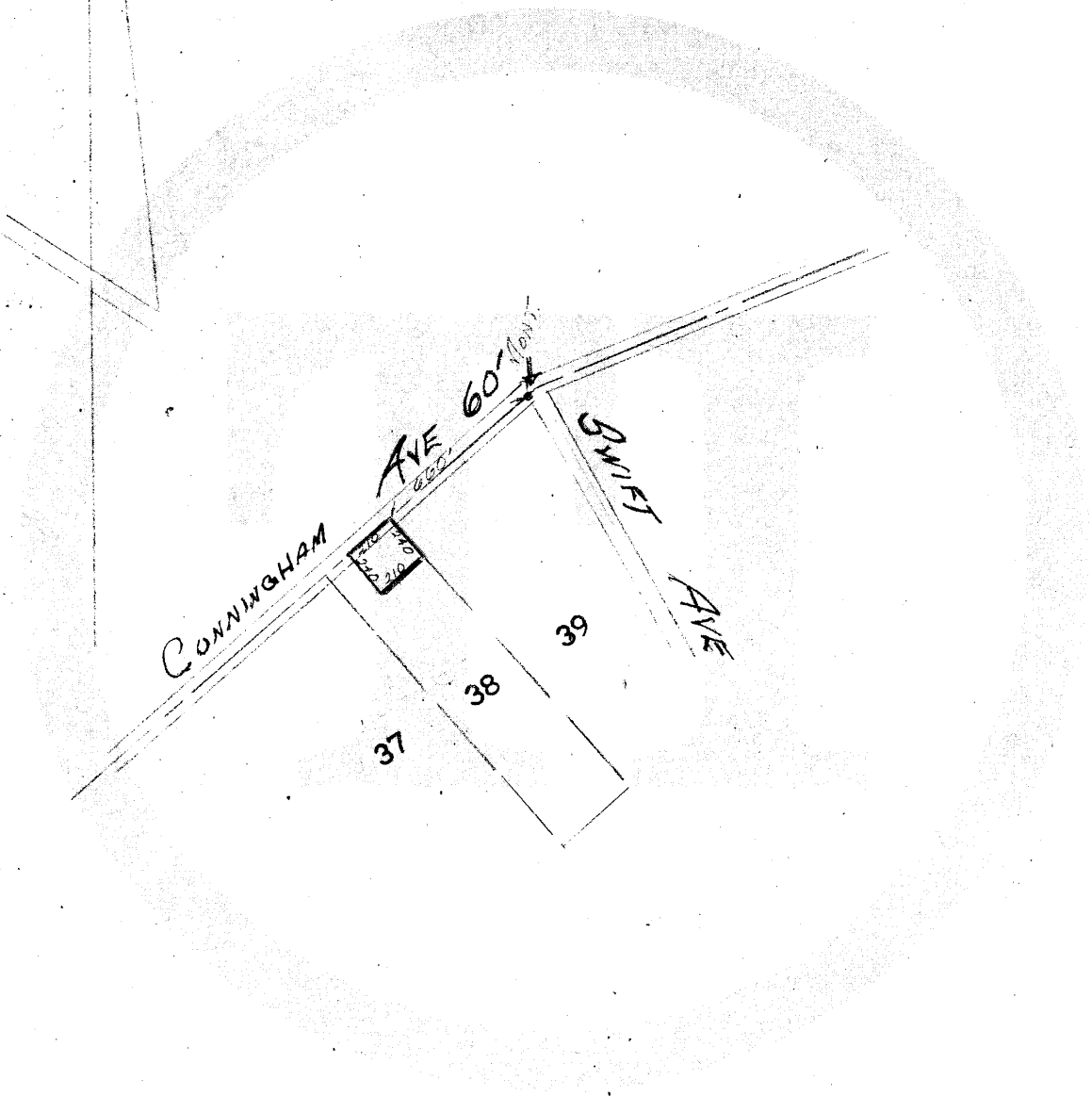
All that certain real property situate in the City of San Jose County of Santa Clara, State of California, described as follows:

PORTION OF LOT 38, as shown upon that certain Map entitled, "Map of the Subdivison of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Volume "C" of Maps, at page 57, and more particularly described as follows:

COMMENCING at a point in the center line of Cunningham Avenue, at the common corner for Lots 11, 12, 38 and 39 of the Fillmore Tract hereinabove mentioned, and running thence along the center line of Cunningham Avenue in a Southwesterly direction 210 feet to a point; thence at right angles Southeasterly 240 feet to a point; thence at right angles Northeasterly 210 feet to a point; thence at right angles Northwesterly 240 feet to the point of commencement.

(WE NOTE BUT DO NOT INSURE) those certain water rights and easements as provided for in the Agreement by and between Clyde Silveira and Manuel C. Silva, dated August 22, 1935, recorded November 5, 1935 in Book 745 of Official Records, page 515.

(WHEN DRAWING PAPERS OMIT PORTION IN BRACKETS AND SUBSTITUTE THEREFOR THE WORDS "TOGETHER WITH")



Ptn Lot 38

Fillmore Tract

C-Maps-57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: July 18, 1963

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

357-14-7

Enclosed is a deed ~~and title insurance~~ for your permanent records for the following property acquisition:

Project: Reid Hillview Airport

Parcel No.: 240588

Grantor: Betty B. Jillson

Deed recorded - Date: 6/24/63
Book: 6075
Page: 458

Order to Cancel Taxes ~~is~~ is not enclosed., taxes cancelled on 7/3/63.

SPENCER M. WILLIAMS
County Counsel

By Gerald J. Thompson,
Deputy County Counsel

GJT:blm
Copies:

Public Works - Right of Way Section
County Counsel

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

May 31, 1963

Title Insurance and Trust Company
66 North First Street
San Jose 13, California

Re: Escrow No. 240588 - Project: Reid-Hillview
Betty B. Jillson, Owner
County of Santa Clara, Purchaser

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$8,750.

2. You are instructed to receive an executed grant deed from owners having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara, insuring title free and clear of all liens and encumbrances. Title shall be insured in the amount of the purchase price.

3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the agreement of sale.

4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.

5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
May 31, 1963
Page 2

6. Upon close of escrow, please forward the recorded deed and title insurance policy to the office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:ew

Enc: Warrant
Certificate of Acceptance
Agreement of Sale
Grant Deed

cc: Department of Public Works
Right of Way Section

COUNCIL ROOMS
MAY 2 1963
COUNTY CLERK
RECEIVED

BY MAIL ROOM
MAY 31 1963
OFFICE OF THE COUNTY COUNSEL
RECEIVED

The proceeds of this escrow should be mailed to Betty B.
Jillson % Wm. R. Christy, Attorney at Law
Professional Bldg.
991 Main Street
Santa Clara, California

LAW OFFICES
WILLIAM R. CHRISTY
ROBERT J. COSTELLO

991 MAIN STREET
POST OFFICE BOX 177
SANTA CLARA, CALIFORNIA
AXMINSTER 6-1416
(296-1416)

April 2, 1963

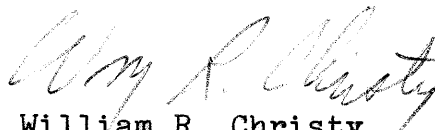
Mr. Walter Doyle
Department of Public Works
County of Santa Clara
20 West Rosa
San Jose, California

Re: Project: Reid-Hillview Airport
Parcel No: 14-7
Grantor: Jillson
Your No: S. D. #2

Dear Mr. Doyle:

Enclosed please find original and one
copy of Tenant Information Sheet re the above
matter.

Very truly yours,


William R. Christy

WRC:pjs

Enclosures (2)

My mailing address is:

PO 177
Santa Clara
Mrs Wilson

My tenant is:

Costello

Rent is due and payable on:

first of each month

The following are paid for by:

	<u>Tenant</u>	<u>Owner</u>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u> </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u> </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u> </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

all utilities

**C. DEMINATION RESOLUTION REQUIRED
RIGHT OF WAY OR PROPERTY DATA SHEET**

S.D.# 2

To: _____ Project: Reid-Hillview Parcel No.: 3511-14-5
 Grantor: J. Cadalbert Telephone: _____ Entire Area: _____
 Property Address: 2382 Cunningham Ave. 44,100 sq. ft. or 1.012 ac
 Mailing Address: Same Part Required: _____
 Jurisdiction: San Jose sq. ft. or All ac
 Remainder: None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.16</u>	196	196 <u>3</u>	Deposit	Settlement
Acre: \$ <u>7,000</u>				
Land Acquired:				
Sq. Ft.: <u>44,100</u>		<u>\$7,100</u>		
Acre: <u>1.012</u>				

Improvements: \$12,400

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$19,500

Project Budget Data

Total Authorized:	Cash Payment in this Contract:
Balance after this Acquisition:	% Obligated to Date:
Current Indicated Budget Status - Budget Excess:	Budget Deficit:

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
10.
11.
12.
Title Co.: <u>Title Insurance & Trust</u>
<u>244890</u> Date: <u>4-8-63</u>
Grantor Acquired Date: <u>10-18-55</u>
I.R.S. <u>\$12.10</u>
Appraised by: <u>Cle/enger/Samuelson</u>
Date: <u>Nov. 61</u> <u>June 62</u> <u>Jan. 63</u>
Type of Title: <u>Fee</u>
Zoning: <u>R-1</u>
Access Rights: _____
Suit Filed: _____
O.I.P. : _____
Agreements: _____
Resolutions: _____
Deeds: _____ Maps: _____
Negotiating Agent: <u>McCready</u>
(Dep. County Counsel) <u>(HARRISON)</u> <u>(MITCHELL)</u>

<u>Description of Improvement Acquired</u>			
	<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u> <u>Condition</u>
1. House	5	991	20-Est. Fair
2. House	5	988	
3. Garage	2 car	320	
4. Garage	1 car	190	
5. Well, pump and pressure system			
6. Misc. sheds, etc.			

Owner has rejected offer of settlement at \$19,500. Owner's attorney, Mr. Felley, states that in the event of litigation he intends to answer for \$30,000.

Approval _____

To County Counsel:
 Agenda: 7/1/63 Item#

EXHIBIT A

All that certain real property situate in the City of San Jose County of Santa Clara, State of California, described as follows:

PORTION OF LOT 38, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Volume "C" of Maps, at page 57, and more particularly described as follows:

COMMENCING at a point in the center line of Cunningham Avenue, at the common corner for Lots 11, 12, 38 and 39 of the Fillmore Tract hereinafore mentioned, and running thence along the center line of Cunningham Avenue in a Southwesterly direction 210 feet to a point; thence at right angles Southeasterly 240 feet to a point; thence at right angles Northeastery 210 feet to a point; thence at right angles Northwestery 240 feet to the point of commencement.

Together with those certain water rights and easements as provided for in the Agreement by and between Clyde Silveira and Manuel C. Silva, dated August 22, 1935, recorded November 5, 1935 in Book 745 of Official Records, page 515.

OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: **October 20, 1964**

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed are a deed and title insurance policy for your permanent records for the following property acquisition:

Project: **Reid-Hillview**
Parcel No.: **3511-14-5**
Grantor: **John Cadalbert, et ux.**
Deed Recorded: Date: **9-10-64**
Book: **6655**
Page: **177**

Tax cancellation forms have been forwarded to Assessor's Office (9-22-64).

SPENCER M. WILLIAMS
County Counsel

By **/s/ Richard S. Harrison**
Deputy County Counsel

cw


Copies:

~~Public Works - Right of Way Section~~
County Counsel

MEMORANDUM

To: Spencer M. Williams, County Counsel From: E. D. Hodge, Chief R/W Agent

SUBJECT: Reid Hillview Airport Date: September 21, 1964

Parcel 3511-14-5 (John Cadalbert, et ux) 

Attached for forwarding to Clerk of Board archives is recorded grant deed covering the above-referenced property. Deed was recorded September 10, 1964 in Book 6655 O. R., page 177, et seq.

EDH:JFM:o's

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

August 26, 1964

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Title Insurance & Trust Company
66 North First Street
San Jose, California

Re: Escrow No. 244890 - Cadalbert
Reid-Hillview Airport - Parcel No. 3511-14-5

Gentlemen:

The County is purchasing the property covered by your above-numbered preliminary report dated April 8, 1963. This letter will constitute the buyer's escrow instructions.

We are enclosing a warrant in the sum of \$27,200, a copy of the purchase agreement and a certificate accepting deed. You are instructed to disburse the proceeds of the warrant to the sellers only after you have recorded a grant deed to the county and issued a policy of title insurance showing title to be in the County free and clear of all taxes, liens, encumbrances or defects of title with the following exceptions only:

- (a) Taxes are to be prorated and cancelled as of the date of close of escrow;
- (b) The County will accept the property subject to the right of the public to use that portion thereof lying within the bounds of Cunningham Avenue, a public street.

The County will pay the cost of title insurance and revenue stamps on the deed, if needed. Your invoice should be mailed directly to the Department of Public Works, Right of Way Section.

Please forward the deed and policy directly to the office of the County Counsel.

COPY

Title Insurance & Trust Company
August 26, 1964
Page 2

Kindly notify me by telephone on the day escrow closes
of the recorder's serial number and book and page number
so that we may immediately process the tax cancellation.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

encl: Warrant
Agreement
Certificate of Acceptance

cc: Department of Public Works
Right of Way Section

June 26, 1964

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport - John Cadalbert, et ux - 3511-14-5

Dear Mr. Williams:

Attached are the following papers:

- Deed (In Escrow)
- Certificate of Acceptance
- Rental Letter
-

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

Attachments

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

COUNTY ADMINISTRATION BUILDING 70 WEST HEDDING STREET
CIVIC CENTER SAN JOSE, CALIFORNIA 95110 299-2111

August 7, 1964

Mr. E. D. Hodge
Supervising Right of Way Agent
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Re: County v. Cadalbert - Reid-Hillview
Airport - Parcel No. 3511-14-5

Dear Mr. Hodge:

Enclosed please find an original and three copies of an agreement in settlement and compromise of the above-titled litigation, which is forwarded to you for placement upon the agenda of the Board of Supervisors.

The purchase price is at the appraisal, and the sellers are allowed until October 20 to vacate the premises. This latter provision was necessary because the sellers have approximately 1,600 chickens on the property and have no other property purchased as yet to which the chickens can be moved. I have cleared this date with Otis Calhoun who advised that it was acceptable to the county.

If you would return the carbon copies to me after execution by the Board of Supervisors, I will distribute them to the owners.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *Richard S. Harrison*
Richard S. Harrison
Deputy County Counsel

RSH:cw
encl.

Clevenger

REALTY & APPRAISAL CO.

2363 PRUNERIDGE AVENUE
SANTA CLARA, CALIFORNIA
TELEPHONE 241-2787

July 17, 1964

Mr. E. D. Hodge
Chief Right-of-Way Agent
County of Santa Clara
20 West Rosa Street
San Jose, California

Dear Mr. Hodge:

County v. Cadalbert (Reid-Hillview Airport) - Parcel No. 14-05

In the appraisal report on the above captioned property, dated July 10, 1964, this undersigned appraiser has considered all of the chicken cages on this property as personal property.

However, it was brought to my attention, and another inspection was made in the company of Mr. Richard S. Harrison, Deputy County Counsel, that there are some 160 lineal feet of chicken cages that might be classified as realty. These cages are constructed of 1 1/2" x 3" wire mesh and are attached to the building with a 2" x 4" wood frame.

The market value of this amount of chicken cages will increase the total market value, indicated in the appraisal report dated July 10, by \$100.00. Therefore, the total property value estimated for this property will be:

\$27,200.00

----- TWENTY SEVEN THOUSAND TWO HUNDRED DOLLARS -----

Respectfully submitted;

Floyd D. Clevenger
Floyd D. Clevenger

May 7, 1964

Mr. Richard Harrison
Deputy County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: County v. Frankel (San Tomas III 2833-12)
County v. Cadalbert (Reid Hillview 3511-14-5)

Dear Mr. Harrison:

You have recently requested the authorization to request Mr. Rufner and Mr. Clevenger to bring their appraisals up-to-date on the above-referenced parcels.

You are requested to make such arrangements as are necessary to get updated value figures.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:o's

COPY

PROOF OF SERVICE

I am and was at the time of the service of the summons complaint and lis pendens attached hereto, a citizen of the United States, over the age of eighteen years, and not a party to the within entitled action.

I personally served the attached summons, complaint and lis pendens on the herein named defendant ____, whom deponent knew to be the person named in the said documents by delivering to and leaving with _____ said defendant personally, at the place hereinafter set forth in the State of California, County of Santa Clara, and at the time set opposite his respective name ____, a copy of said summons attached to a copy of the complaint referred to in said summons.

<u>Name of Defendants Served</u>	<u>Place Where Served</u>	<u>Date of Service</u>
<u>Ivor E. Wallis, Assistant Secretary, Title Insurance and Trust Co., who stated that he was a duly appointed officer of said company and accepted service</u>	<u>San Jose</u>	<u>11-12-63</u>

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 13, 1963, at San Jose, California.

Philip J. Cronin

JOHN H. MACHADO
DANIEL M. FEELEY
KENNETH MACHADO
PETER E. TIERNAN

LAW OFFICES
MACHADO, FEELEY & MACHADO
MACHADO BUILDING
1110 NORTH FIRST STREET
SAN JOSE 12, CALIFORNIA

AREA CODE 408
297-1165

October 14, 1963

County of Santa Clara
Department of Public Works
Right of Way division
20 West Hedding Street
San Jose 10, California

Attn: Philip Cronin

RE: Reed-Hillview Airport property
Cadabert

Dear Sir:

I am sorry that I missed you when you called regarding this matter.

Please call my office to make an appointment and I will be very pleased to discuss this matter with you.

Very truly yours,


Daniel M. Feeley

DMF:lg

county of san clara

3511-14-5



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

June 5, 1964

Mr. Floyd Clevenger
Real Estate Appraiser
2363 Pruneridge Avenue
Santa Clara, California

Re: County v. Cadalbert (Reid-Hillview Airport)

Dear Floyd:

This will confirm our earlier verbal authorization to reinspect the Cadalbert property, particularly the interior, and to advise us of your opinion of value.

As I mentioned, Dan Feeley, the owner's attorney, has requested that he be given advance notice of your intended visit, so he can notify his clients. If you would let me know when you plan to go out, I will in turn call Feeley.

I would appreciate your going out to the property as soon as it is convenient to you.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By 
Richard S. Harrison
Deputy County Counsel

RSH:cw

cc: Mr. E. D. Hodge
Department of Public Works

COPY

1.012 @ 8,500

\$ 8,600⁰⁰

Hse	}	10,350
Apt		
Gar.		

Hse

Coops 7,050

feeders 300

patio & walks Flatwork 350

159 gal propane 200

Driveway & Pkg. landscaping 250

18,500⁰⁰

27,100⁰⁰

Cadabert
Reid Hillview

Floyd's palm figs.

			<u>Land Imps</u>		<u>Settlement</u>
14-5	Cadalbert	44,100 # (1.014)			
14-6	Brendesen	81,288 # (1.866) *7000/acre	13,000	4,500	17,500
14-7	Gilman	12,000 #	3,000	5,750	*8,750
14-8	Lujan	40,560 # (0.931) ^{9%} 600			
14-9	Acosta	13,515 # (0.310)			
14-10	Garcia	6,768 #	(2,500	6,500) annual	
14-11	Carlos	6,768 #	1,500	7,500 data sheet	9,000
14-12	Tobares	17,933 # (0.422)	2,500	1,500	4,000
14-13	Torres	19,832 # (0.431) ^{11 1/2%} 2017	3,017	*1999	*5000
14-14	Castro	19,759 # (0.455) *7,000/acre	3,200	No value	3,200
14-15	Chavez	39,252 # (0.903) *6,000/acre	5,418	1,332	6,750
14-16	Castaneda	77,588 # (1.78) *6,000/acre	10,680	1,320	12,000
14-17	Mosqueda	50,804 # (1.168) 7000/acre	8,100	3,400	11,500
14-18	Rothman	50,794 # (1.168) ^{11 1/2%} 8,190		No value	
14-19	Munoz	50,818 # (1.168) 7500/acre	8,760	3,740	12,500
14-20	Di Salvo	216,720 # (4.981) 7,000/acre			35,000
15-2	Amador	12,189 #	5,000	9,500	
15-3	Duarte	14,692 #	5,100	9,650	14,750
15-4	Borba	14,692 #	5,000	7,250	12,250
15-5	Perry	16,642 #	5,300	18,700	24,000
15-12	Pioneer	14,324 ac } ^{11 1/2%} _{1000/acre}			
15-13	Cityville	20.2			

Cadabert - Parcel 14-5 Reid Hillview

Land

1.014 ac. @ 7,000/ac.

\$ 7,098.00

Improvements

1-st. wd. fr./stucco residence - 991 # @ 6⁰⁰ 5,946.00

2-st. wd. fr./stucco - Storage & Apt.

Upper 3 rm. Apt. 494 # @ 5⁰⁰ 2,470.00

Lower - Storage & Shop area 494 # @ 2⁵⁰ 1,235.00

Attached Garage - Corrug. metal 190 # @ 1⁰⁰ 190.00

Gar. Corrug. metal 320 # @ 1⁰⁰ 320.00

Chicken Coop # 3 - 560 # @ 1⁵⁰ 840.00

Shed - 532 @ @ 1⁰⁰ 532.00

Chicken Coop # 1 - 1072 # @ 1⁵⁰ 1,608.00

Chicken Coop # 2 - 902 # @ 1⁵⁰ 1,353.00

Well, pump & pressure system 1,000.00

180' deep well, 1 HP. Elec. Motor & pump

Total Improvement Value

15,494.00

Total Appraised Value

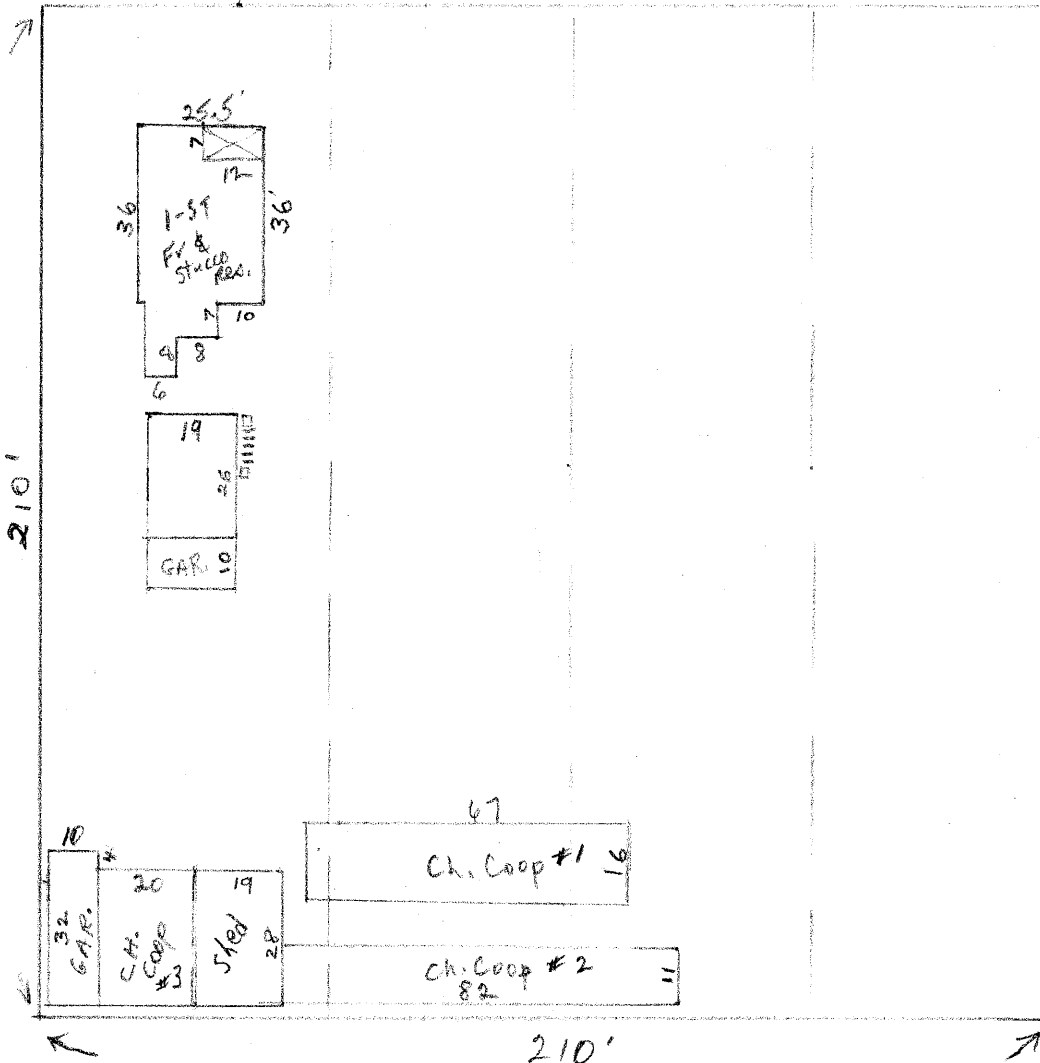
\$ 22,592.00

c/l Cunningham

↑
30
↓

1" = 40'

\$300/ae = \$506.00



Land 1.012 @ 6000 = 6,072
 Hse 5,946
 GAR 190
 ST. 494 @ 200 = 988
 APT. 494 @ 500 = 2470
 GAR 320
 Ch.C. #3 @ 150 = 840
 Shed 532
 #1 1608
 #2 1353

20,319
 506

Land 4.61 @ 3000 = 12,000
 Hse. 991 @ 600 = 5,946
 GAR. 190 @ 100 = 190
 ST. & APT. 988 @ 300 = 2,964
 Gar 320 @ 100 = 320
 Ch.C. #3 560 @ 100 = 560
 Shed 532 @ 100 = 532
 Ch Coop #1 1072 @ 100 = 1072
 Ch Coop #2 902 @ 100 = 902

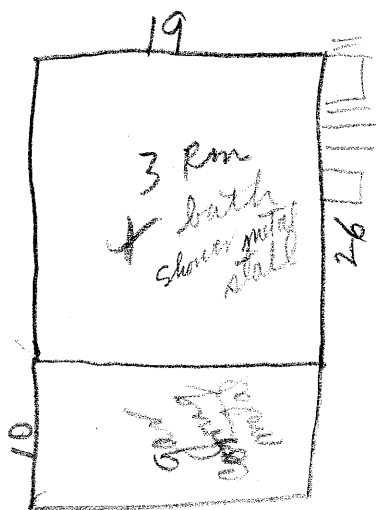
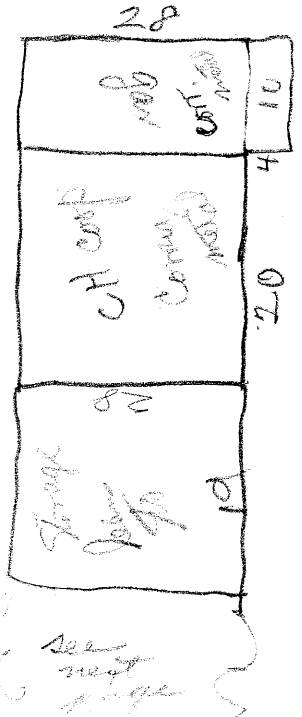
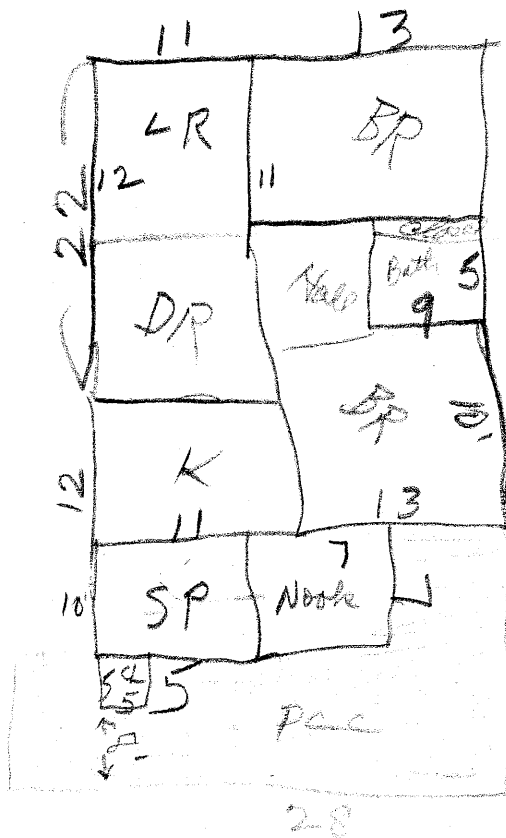
24,486
 -1,974
 22,512

25.5
 36
 1530
 765
 918.0
 108.5
 48.0
 1074.5
 -84.0 covered porch
 990.5 Residence

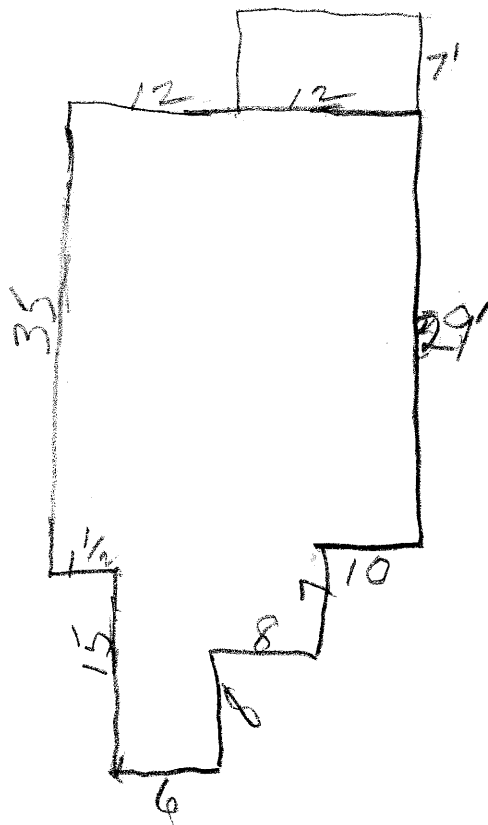
26
 19
 234
 26
 494 storage + same area in upstairs apartment
 190 corrugated metal gar.
 320 " " "
 560 ch. loop #3
 532 corrug. metal shed
 1072 ch. loop #1
 902 ch. loop #2

67
 16
 402
 67
 1072
 82
 11
 82
 902

LR & DR 22 overall
DR alone 12 length 11 wide



1 HP pumps
180' pumping at 80'

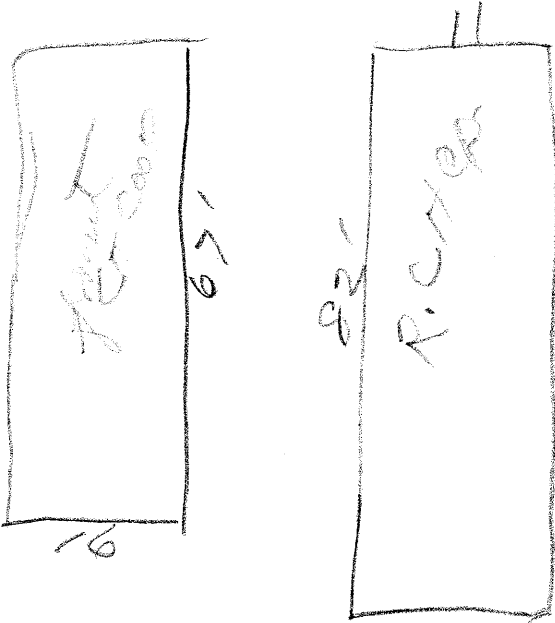


P-1

DEPARTMENT : PUBLIC WORKS - County of Santa Clara San Jose, California

By _____ Date _____ Subject _____ Sheet No. _____ of _____

Chkd. By _____ Date _____ Job No. _____



464
3165

1950

1951

1952

1953

1954

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1957

1958

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1960

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1962

1963

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1965

1966

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1969

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1971

1972

1973

1974

1975

1976

1977

1978

1979

400

700

2,270

300

6,043

52,45

1,110

1,000

1,180

7,000

4,800

1,000

8,803

2,116

8,742

17,51

20,800

800
1974

9000
1974

700

375

John Miller 1976

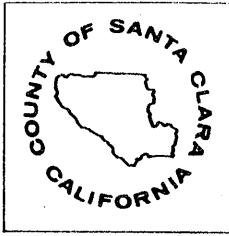
75
46

13-11-19

13-11-19

13-11-19

Lyan ker 6379



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: J. Cadalbert
Project: Reid-Hillview Airport
Parcel No.: 3511-14-5
Escrow No.: 244890

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from ~~March 25, 1962~~ the date of our preliminary report to *June 3, 1963* at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. S. Rayland, Title Officer

July 10, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Rosa Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tobares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12, 13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1968

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed ⁵⁰¹⁷ data sheet for our right of way file.

Please advise if any further documents or other information is needed.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EMM:TKR:018

Enclosures

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

Project: Reid-Hillview Airport
Parcel No.: 14-7
Grantor: Jillson

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Betty B. Jillson

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Eight Thousand Seven Hundred and Fifty Dollars (\$ 8,750.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except no exceptions to preliminary title report No. 240588 dated October 11, 1962

and agrees that said deed will be deposited with the & Trust Title Insurance Company in escrow account no. 240588 not later than 60 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

11. PERSONAL PROPERTY

The breakfast bar in the kitchen is the personal property of the Owner and as such owner retains the right to remove it, however, the County will not be liable for the loss or damage of any personal property which remains after the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of MAY 13 1963, 19____.

COUNTY OF SANTA CLARA

By *R. H. [Signature]*
Chairman of the Board of Supervisors

Executed by the Owner this 29 day of May, 1963.

OWNER

Mrs Betty B. Gillson

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By *Gerald J. Thompson*
Deputy County Counsel

Appl. No. 240588

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the Southeasterly line of Cunningham Avenue, that is distant thereon South $49^{\circ} 51'$ West 150.0 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown upon the Map herein referred to; thence continuing along the said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50.0 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240.0 feet; running thence at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50.0 feet; running thence parallel with said dividing line North $40^{\circ} 09'$ West 240.0 feet to the point of beginning and being a part of Lot 39, as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was filed for record February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

The proceeds of this escrow should be mailed to Betty B.
Jillson & Wm. R. Christy, Attorney at Law
Professional Bldg.
991 Main Street
Santa Clara, California

RIGHT OF WAY OR PROPERTY DATA SHEET

To: For: Jillson, Betty B. Project: Reid-Hillview Parcel No.: 14-7
 Grantor: Jillson, Betty B. Telephone: 262-5967* Entire Area: _____
 Property Address: Cunningham Ave. 645 S.W. Swift 12,000 sq. ft. or .275 ac
 Mailing Address: P. O. Box 506, Agnew Lane Part Required: _____
 Jurisdiction: San Jose 12,000 sq. ft. or .275 ac
 Remainder: None None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	Settlement
Sq. Ft.: \$ <u>.25</u>	196	196	Deposit	
Acre: \$ <u>10,890</u>				
Land Acquired:		\$3,000		\$3,000
Sq. Ft.: <u>12,000</u>				
Acre: <u>0.275</u>				

Improvements: 5,750 5,750

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$8,750 \$8,750

Project Budget Data

Total Authorized: Cash Payment in this Contract:

Balance after this Acquisition: % Obligated to Date:

Current Indicated Budget Status - Budget Excess: Budget Deficit:

- Removal of Imps. by Grantor
- Const. Contract Items
- Rentals
- Withheld Funds
- Excess Lands
- Salvage Bldgs.
- Continued Occupancy
- Settlement Justification
- Title Exceptions
-
-
-

<u>Description of Improvement Acquired</u>			
<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
One story frame residence:			
4	614	8	Good

ITEM #9 - TITLE EXCEPTIONS
 Clear:
 1. Taxes
 2. Deed of Trust
 3 & 4. Welfare Aid-Bd. of Supervisors

County to take subject to:
 * Negotiations conducted through Attorney Christy - 991 Main Street, Santa Clara
 Telephone: 296-1416
 Send Escrow Proceeds to Jillson % Christy

Title Co.: T. I. & Trust
 # 240588 Date: Oct. 11, 1962
 Grantor Acquired Date: April 2, 1953
 I.R.S. \$1.65
 Appraised by: Staff
 Date: 12/62
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: No
 O.I.P. : _____
 Agreements: Attached
 Resolutions: _____
 Deeds: In R/W file Maps: Attached
 Negotiating Agent: Walter J. Doyle
 Dep. County Counsel: _____

FB Sullivan
 Approval

To County Counsel: _____
 Agenda: _____ Item# _____
4/15/63

AGENDA
 DATE 4-15-63
 ITEM NO. 24a
 ENC. NO. 16
 BOARD ACTION OK'd

Adapted resolution of intention to purchase. Hearings 5-14-63 10:00 a.m.



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 11, 1962

IMPORTANT

When replying refer to
Our No. 240588

Hillview Airport

Your No.

Fee: \$52.50

- Department of Public Works
- 20 West Rosa
- San Jose, California

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B.M. Blanchard
B.M. BLANCHARD Title Officer

Vestee: BETTY B. JILLSON, as her separate property

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Deed of Trust by John E. Chapman, a single man, to San Jose Abstract & Title Insurance Co., a corporation, as Trustee to secure the payment to William Parmer, of \$2,500.00 and additional advances, dated February 13, 1953 and recorded February 17, 1953 in Book 2583 Official Records, page 175.(Serial No. 860190)
- Western Title Guaranty Company, Santa Clara County Division formerly San Jose Abstract & Title Co., formerly San Jose Abstract & Title Insurance Co., is now Trustee of record under the above Deed of Trust.
- Third:** Agreement dated November 16, 1954 and recorded December 9, 1954 in Book 3029 Official Records, page 282, whereby Lowell Jillson and Betty Jillson agree to reimburse the Board of Supervisors of the County of Santa Clara, State of California, for monies paid for their relief, care, maintenance and medical aid. Filed at request of the County Welfare Department No. 34447.
- Fourth:** Agreement dated November 16, 1955 and recorded November 29, 1955 in Book 3344 Official Records, page 612, whereby Mrs. Betty Jillson agrees to reimburse the Board of Supervisors of the County of Santa Clara State of California, for monies paid for her

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

relief, care, maintenance and medical aid. Filed at the request of the County Hospital No. 97055.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-7. Code Number 44-75.

First installment	\$69.01
Second installment	\$69.01

The above installments include \$8.21 personal property tax.

Note 3: The above vestees acquired title to premises by Deed from John E. Chapman, a single man, dated April 2, 1953 and recorded April 6, 1953 in Book 2613 Official Records, page 349, and to which Deed revenue stamps were affixed in the sum of \$1.65.

Note 4: Premises were assessed by the County Assessor for the fiscal year 1961-62 as follows:

Assessed value real estate	\$550.00
Assessed value improvement	\$1,000.00
Assessed value personal property	\$100.00

The address of the above Vestees as disclosed by the County

Tax Rolls for the fiscal year 1961-62 is P. O. Box 506,
Agnew, California.

DESCRIPTION

For description of the real property referred to herein
see EXHIBIT A attached hereto and made a part hereof.

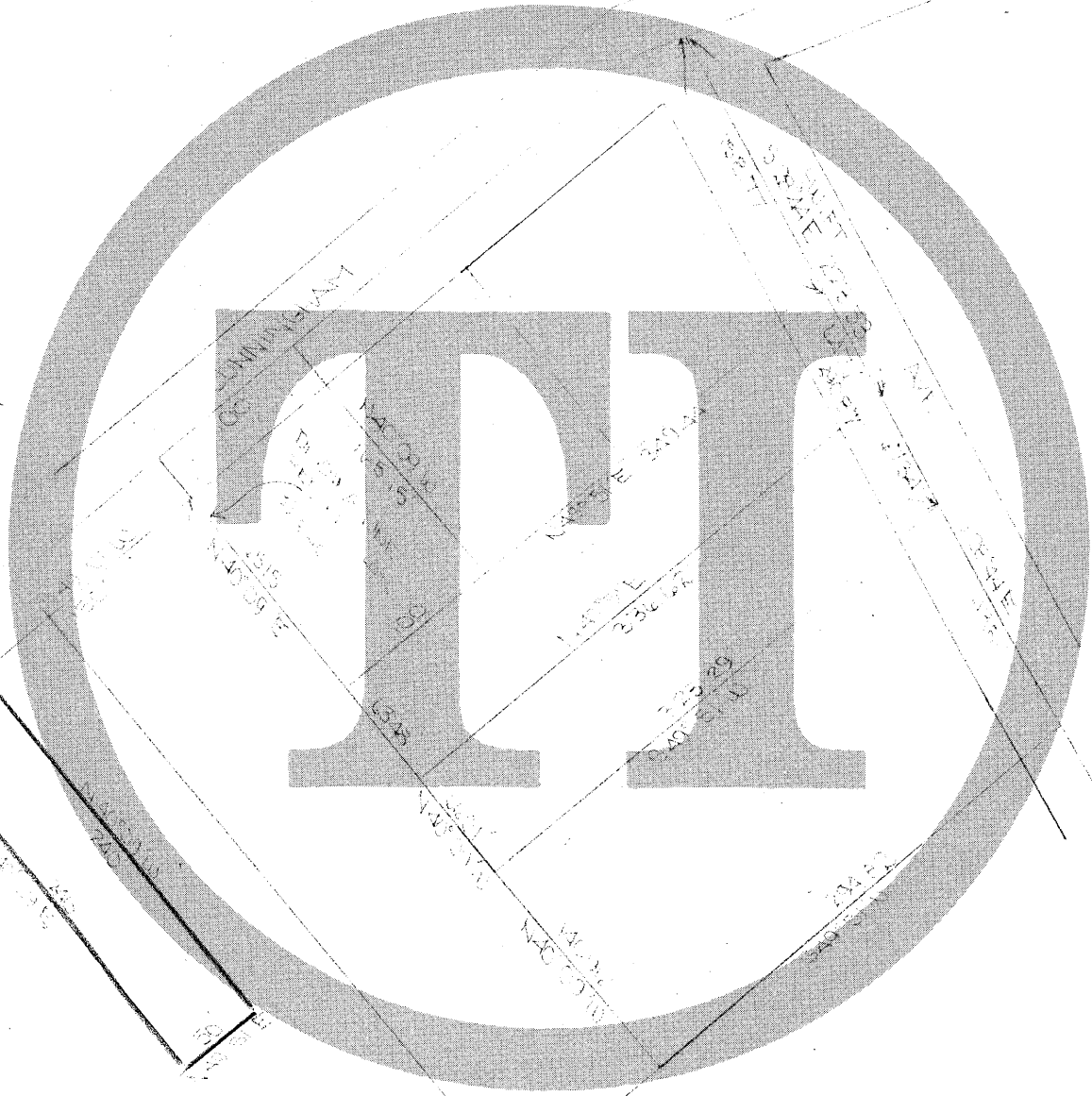
rpf/pb 5 copies to Dept. of Public Works

Appl. No. 240588

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the Southeasterly line of Cunningham Avenue, that is distant thereon South $49^{\circ} 51'$ West 150.0 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown upon the Map herein referred to; thence continuing along the said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50.0 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240.0 feet; running thence at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50.0 feet; running thence parallel with said dividing line North $40^{\circ} 09'$ West 240.0 feet to the point of beginning and being a part of Lot 39, as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was filed for record February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.



PLAN LOT 9

FOUNDATION

DETAIL 1/4\"/>



This is not a survey of the land but is compiled for information by the
 Title Insurance and Trust Company from data shown by the official records.

Jillson

T. 240588

2427214

Hillview Airport

L.P.S. Grant Deed Individual
 #409-14-7
 BETTY B. JILLSON
 the first part y, hereby GRANT TO
 COUNTY OF SANTA CLARA,
 State of California
 the second part y, all that real property situated in the
 County of Santa Clara, State of California, described as follows:

2427214
 BOOK 6075 PAGE 458
 Recorded at the request of
 Title Insurance and Trust Company
 JUN 24 1963 11:48 AM
 PAUL R. TSELM, Recorder,
 Santa Clara County, Official Record
 Above space for Recorder

BEGINNING at a point on the Southeasterly line of Cunningham Avenue, that is distant thereon South 49° 51' West 150.0 feet from the dividing line between Lots 39 and 40 of the Hillmore Tract, as said Avenue and Lots are shown upon the Map herein referred to; thence continuing along the said Southeasterly line of Cunningham Avenue South 49° 51' West 50.0 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South 40° 09' East 240.0 feet; running thence at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North 49° 51' East 50.0 feet; running thence parallel with said dividing line North 40° 09' West 240.0 feet to the point of beginning and being a part of Lot 39, as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Hillmore Tract", which said Map was filed for record February 14, 1898 in Book C of Maps, page 57, Santa Clara County Records.

BOOK 6075 PAGE 460

WITNESS my hand this 22th day of March, 1963
 Betty B. Jillson

STATE OF CALIFORNIA
 COUNTY OF SANTA CLARA
 On this 22th day of March, 1963 before me, WILLIAM H. GIBSON, a Notary Public in and for said County and State, personally appeared
 He do hereby certify that the foregoing instrument, and acknowledged to me that he executed the same.

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid Hillview Parcel No.: 14-17
 Grantor: George G. Mosqueda Telephone: 2582157 Entire Area: _____
 Property Address: Rt. 7, Box 193M San Jose 50.804 sq. ft. or 1.166 ac
 Mailing Address: Same Part Required: _____
 Jurisdiction: City of San Jose all sq. ft. or all ac
 Remainder: none none ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>.16</u>	196	196	Deposit	Settlement
Acre: \$ <u>6970</u>				
Land Acquired:		8100		8100
Sq. Ft.: <u>50804</u>				
Acre: <u>1.666</u>		3400		3400

Improvements:
 Severance:
 Benefits:
 Other Consideration:

Total Consideration - Offset by Benefits: 11,500 11,500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

- 1.x Removal of Imps. by Grantor
- 2. Const. Contract Items
- 3. Rentals
- 4.x Withheld Funds
- 5. Excess Lands
- 6. Salvage Bldgs.
- 7. Continued Occupancy
- 8. Settlement Justification
- 9.x Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
3	666	15	poor
4	707	15	poor

Grantor given oral permission to salvage any part of the improvements.

Escrow instructions will provide for \$100.00 to be released to the owner when the house is vacated.

Take subject to:
 3. public road
 4, 5 & 6 Public utility easement

Clear
 1 & 2 taxes
 7. Deed of Trust
 8. County lein (Co. 437-61969)

Title Co.: Title Insurance
 # 240579 Date: 10-17-62
 Grantor Acquired Date: 7-24-57
 I.R.S. \$1.10
 Appraised by: Harold Samuelson
 Date: June 1962
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: No
 O.I.P. : _____
 Agreements: Attached
 Resolutions: _____
 Deeds: In R/W File Maps: _____
 Negotiating Agent: Walter J. Doyle
 Dep. County Counsel: R. Sturges

[Signature]
 Approval

To County Counsel:
 Agenda: 1/4/63 Item# _____

Auth exec. of agent. 1-14-63
 ITEM No 320
 ENC No 29

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date:
March 11, 1964

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed ~~are a deed and~~ title insurance policy
for your permanent records for the following property
acquisition:

Project: Reid-Hillview
Parcel No.: B-240578 (T.I)
Grantor: George G. Mosqueda
Deed Recorded: Date: 2/18/63
Book: 5909
Page: 70

Tax cancellation forms have been forwarded to
Assessor's Office (April 18, 1963).

SPENCER M. WILLIAMS
County Counsel

By /s/ Gerald J. Thompson
Deputy County Counsel

GJT/EC:
Copies:

Public Works - Right of Way Section
County Counsel

COUNTY OF SANTA CLARA

Office of the COUNTY COUNSEL

SPENCER M. WILLIAMS

COUNTY COUNSEL

JOHN R. KENNEDY

WILLIAM M. SIEGEL

ASSISTANT COUNTY COUNSELS

DEPUTIES:

JOAN A. SYMON

ROBERT S. STURGES

ROBERT P. McNAMEE

RICHARD S. HARRISON

JOHN B. GUNN

SELBY V. I. BROWN, JR.

MARVIN G. HALN

GERALD J. THOMPSON

JOSEPH G. SCHUMB, JR.

BOND & TAX CLERK

DOROTHY V. FANNING

ZONING INVESTIGATOR

ROBERT R. FEDDE

COUNTY ADMINISTRATION BUILDING

70 WEST ROSA STREET

SAN JOSE 10, CALIFORNIA

TELEPHONE CYPRESS 9-2111

February 1, 1963

Title Insurance and Trust Company
Santa Clara County Office
66 North First Street
San Jose 13, California

Re: County of Santa Clara vs. George G. Mosqueda,
et al., Escrow No. 240579(Reid-Hillview)

Gentlemen:

Enclosed is a warrant in the sum of \$11,500.00 which you are authorized and instructed to disburse to the sellers of the property described in the above-numbered preliminary title report. When you can issue to the County of Santa Clara a title insurance policy in the said sum insuring a fee title in the County free and clear of all liens and encumbrances except those listed in paragraphs three; (right of the public to use as a roadway), four; (electrical transmission easement), five; (electrical transmission easement), six; (electrical and telephone transmission easement), of the said preliminary title report dated October 17, 1962.

A copy of the agreement is enclosed, and you will note that taxes are to be prorated as of the close of escrow.

Please send the recorded deed, your policy and your closing statement to me all at the same time.

Yours very truly,

SPENCER M. WILLIAMS,
County Counsel

By
Robert S. Sturges,
Deputy County Counsel

RSS:blm

encl: warrant
deed

Cert. of Acceptance
agreement

cc: Dept. of Public Works
Right of Way Section

COPY



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 17, 1962

Department of Public Works
20 West Rosa Street
San Jose, California

IMPORTANT

When replying refer to
Our No. 240579

Fee: \$52.50

Your No.

Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. BLANCHARD Title Officer

Vestee: **GEORGE G. MOSQUEDA and ANGIE MOSQUEDA,**
his wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Sale to the State of California on June 29, 1962 on account of non-payment of Second installment of County and City Taxes for the fiscal year 1961-62. Assessment Number 489-14-17, Code Number 43-77. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$81.97.
- Third:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue.
- Fourth:** Right of Way for electric transmission line as granted by Manuel C. Silva and Mary Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated November 17, 1927 and recorded November 30, 1927 in Book 344 of Official Records, page 228, the route of said transmission line being more particularly described as follows, to wit:
- Beginning at a point in the Southeasterly boundary line of said Lot 39 (marked by a fence now upon the ground) from which a 2" x 3" stake marking the intersection of the Southeasterly boundary line of Lot 40 with the Southwesterly boundary line of Swift Avenue, as shown upon said Map bears North 40° 47' East, 88.0 feet distant and running thence

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

North 39° 20' West, 800.0 feet, more or less, to a point in the Northeasterly boundary line of said Lot 39.

Fifth: Right of Way for electric transmission line as granted by John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated December 20, 1932 and recorded February 11, 1933 in Book 638 Official Records, page 360, the route of said transmission line being more particularly described as follows, to wit:

Beginning at a point in the Northwesterly boundary line of said Lot 40 (said boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (Said intersection being marked by the intersection of fences now upon the ground) bears South 7° 39' East 35.7 feet distant and running thence South 39° 20' East 1300 feet, more or less, to a point in the Southwesterly boundary line of said Lot 40.

Sixth: Right of way for electric and telephone transmission line over the Northeasterly 6 feet of Lot 40 hereinafter referred to, as granted by Anton J. Sondesen, et ux, to Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 Official Records, page 270, reference to the record thereof is hereby made for further particulars. (Affects a portion of the premises lying within the bounds of Swift Avenue)

Seventh: Deed of Trust by George G. Mosqueda and Angie Mosqueda, his wife, to Western Title Insurance and Guaranty Company, a corporation, as Trustee, to secure the payment to William H. Lorquin and Adele M. Lorquin, both single, as joint tenants, of \$4,000.00 and additional advances, dated August 24, 1959 and recorded August 26, 1959 in Book 4525 Official Records, page 495, Recorder's Serial Number 1684642.

Western Title Insurance Company, formerly Western Title Insurance and Guaranty Company, a corporation, is now Trustee under the above Deed of Trust.

Eighth: Agreement by George G. Mosqueda with Board of Supervisors, County of Santa Clara, State of California, dated May 3, 1962 and recorded July 11, 1962 in Book 5641 Official Records, page 455, Recorder's Serial Number 2223658, wherein first party agrees to reimburse second party for all sums advanced or to be

advanced for indigent aid, which sums are to constitute a lien on premises.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to taxes, assessments and/or bonds.

Note 2: First installment of County and City Taxes for the fiscal year 1961-62 has been paid. Assessment Number 489-14-17, Code Number 43-77.

Amount of tax	\$72.92
---------------	---------

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$820.00
Assessed value improvements	800.00
Assessed value personal property	none

The Address of the above Vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Route 7, Box 193 M, San Jose, California.

Note 4: The above Vestees acquired title to premises by Deed from Pedro A. Gutierrez, also known as Pedro Gutierrez, and Eloisa Gutierrez, his wife, as joint tenants, dated July 24, 1957 and recorded August 2, 1957 in Book 3859 Official Records, page 121, Recorder's Serial Number 1367866, and to which Deed there were affixed Revenue Stamps in the sum of \$1.10.

DESCRIPTION

For description of real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

rpf/kk

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

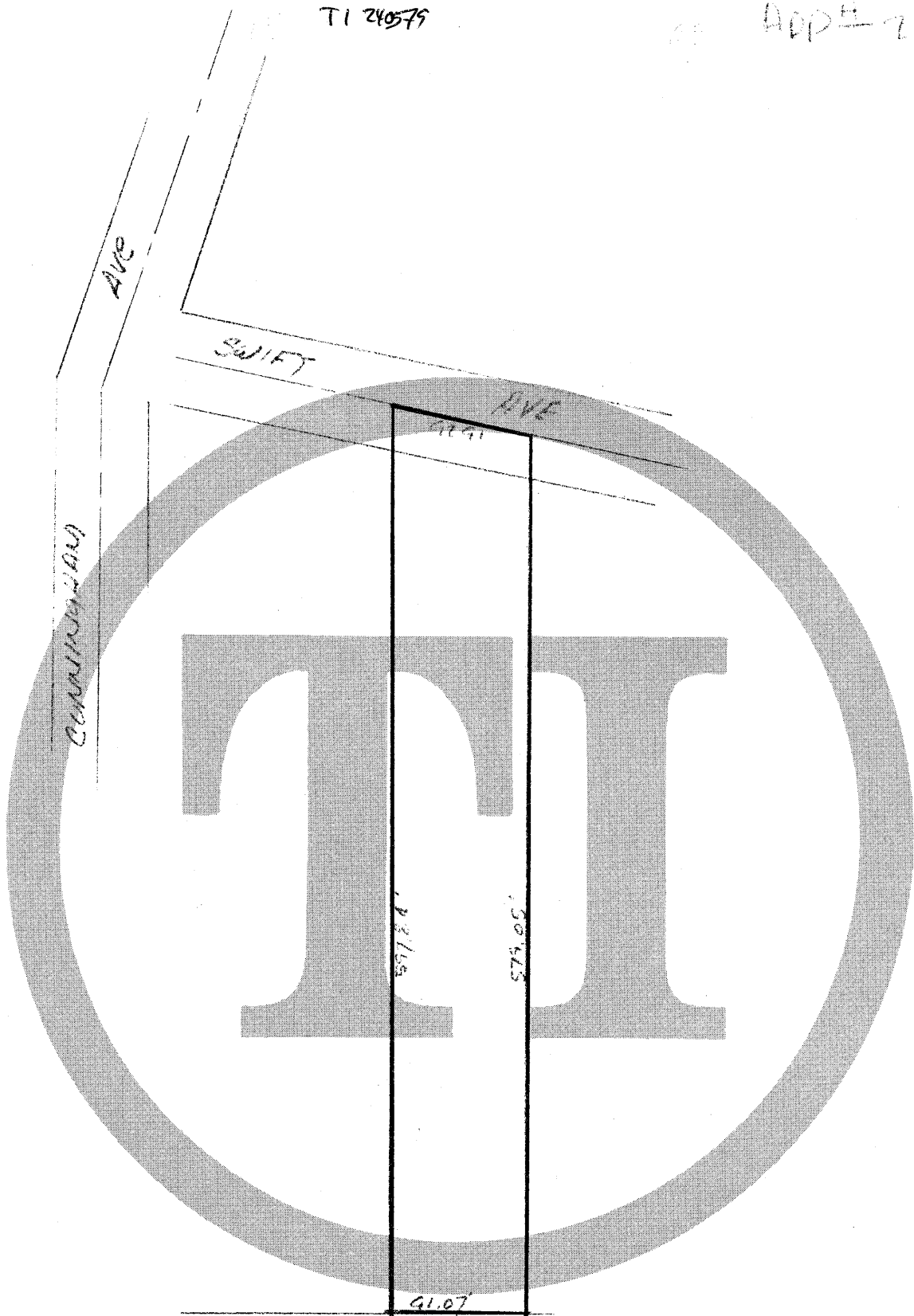
BEGINNING AT a point in the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ}44'$ East 570.98 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South $28^{\circ}44'$ East 92.91 feet; thence parrallel with the Southeasterly lines of Lots 39 and 40, as shown upon said Map, South $49^{\circ}51'$ West 579.05 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39, North $40^{\circ}09'$ West 91.07 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North $49^{\circ}51'$ East 597.84 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue and being portions of Lots 39 and 40, as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

MOSQUEDA

TI 240579

ADD# 240579

TO 236 VC



FILLMORE TRACT

C - MAP - 57



This is not a survey of the land but is compiled for information by the
 Title Insurance and Trust Company from data shown by the official records.

MOSQUEDA

Reid Hillview
14-17
Mosqueda

Application No.

No. 4A 14-17



Grant Recd Individual

GEORGE G. MOSQUEDA and ANGIE MOSQUEDA, his wife

the first part Les, hereby GRANT TO
COUNTY OF SANTA CLARA
State of California

the second part y all that real property situated in the
County of Santa Clara, State of California, described as follows.

2840000
LIBER 5909 R 70
Above space for Recorder

Appl. No. 240579

EXHIBIT A

All that certain real property situate in the City of
San Jose, County of Santa Clara, State of California,
described as follows:

BEGINNING at a point in the center line of Swift Avenue,
60 feet wide, distant thereon South 28°44' East 570.98
feet from the point of intersection of said center line
with the center line of Cunningham Avenue, 60 feet wide,
said Avenues are shown upon the Map hereinafter referred
to; thence along said line of Swift Avenue, South 28°44'
East 22.91 feet; thence parallel with the Southeastery
lines of Lots 39 and 40, as shown upon said Map, South
40°51' West 579.05 feet to the Southwesterly line of said
Lot 39; thence along said line of Lot 39, North 40°09'
West 91.07 feet; thence parallel with the Southeastery
lines of said Lots 39 and 40, North 49°51' East 597.84
feet to the point of beginning, containing 1.17 acres of
land, more or less, exclusive of that portion lying within
the limits of Swift Avenue and being portions of Lots 39
and 40, as laid down, designated and delineated upon that
certain Map entitled, "Map of the Subdivision of the
Fillmore Tract", which said Map was filed for record in the
office of the Recorder of the County of Santa Clara, State
of California, on February 14, 1888 in Book "G" of Maps,
at page 27.

WITNES
Signed and delivered
in the presence of:

City of
George G. Mosqueda
Angie Mosqueda

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this day of 19 before me,
a Notary Public in and for said County and State, personally appeared

the person whose name

subscribed to the foregoing instrument, and acknowledged to me that

Notary Public

Knows to not executed the same

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 3511-14-12
 Grantor: J. Tabares Telephone: _____ Entire Area: _____
 Property Address: 2484 Cunningham Road 17,933 sq. ft. or 0.422 ac
 Mailing Address: Box 193 K, San Jose Part Required: _____
 Jurisdiction: San Jose sq. ft. or All ac
 Remainder: None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.16+</u>	196	196	3	Deposit Settlement
Acre: \$ <u>7,500</u>				
Land Acquired:		\$3,165		
Sq. Ft.: <u>17,933</u>				
Acre: <u>0.422</u>				

Improvements: (See description below) \$5,335

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$8500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

	<u>Description of Improvement Acquired</u>			
	<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
1. Removal of Imps. by Grantor	Res. 4	785	10	Fair
2. Const. Contract Items				
3. Rentals				
4. Withheld Funds				
5. Excess Lands				
6. Salvage Bldgs.				
7. Continued Occupancy		96		
8. Settlement Justification				
9. Title Exceptions				

Mr. Tabares has been contacted on four different occasions and has not been willing to settle. The appraised value is \$8,500, and the property is heavily encumbered with welfare liens.

Title Co.: Title Insurance & Trust
#240584 Date: Aug. 27 '62
 Grantor Acquired Date: March 5, '60
 I.R.S. \$1.65
 Appraised by: Clevenger, Samuleson & Staff
 Date: Nov. '61 June 62 & Jan. '63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent McCready (Doyle)
 Dep. County Counsel: Harrison

Approval _____

To County Counsel:
 Agenda: SK/10 Item#

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

County of Santa Clara
Dept. of Public Works
1111 Hedding Street
San Jose, California

BOOK 7318 PAGE 497

3028478

BOOK 7318 PAGE 497

Recorded in presence of
Title Insurance and Trust Company
31 1966 11:11 A.M.
PAUL R. YEHM, Recorder,
Santa Clara County, Official 2



SPACE ABOVE THIS

Same as above

AFFIX I.R.S. \$2.00 IN THIS SPACE

TI 24584
#491 13 9

Grant Deed

TD 405 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

THEODORE E. MOWREY and MARGARET T. MOWREY, his wife

hereby GRANT(S) to

COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the following described real property in the City of San Jose
County of Santa Clara, State of California:

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South 66° 12' West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South 49° 51' West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarina Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South 40° 09' East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North 49° 51' East 145.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North 26° 44' West 159.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the subdivision of the Fillmore Tract, which was filed for record on February 14, 1938 in the office of the Recorder of the County of Santa Clara, State of California, in volume "C" of Maps, at page 37.

3028478 MAR 21 66

Theodore E. Mowrey and Margaret T. Mowrey



MARCE V. WHITE

D

1

POSTAGE WILL BE PAID BY ADDRESSEE

BOOK 7318

Recorded & Indexed by
Tittle Industries and Title Company
Dec. 21 1965 11:41 AM
PAUL R. TITTLE, Recorder

County of Santa Clara
Dept. of Public Works
1000 Mission Street

BOOK 7318 PAGE 498

Dated December 22, 1965

Theodore E. Mowrey
Theodore E. Mowrey

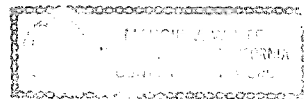
STATE OF CALIFORNIA
COUNTY OF Santa Clara
On December 22, 1965, before me, the under-
signed a Notary Public in and for said State, personally appeared

Margaret T. Mowrey
Margaret T. Mowrey

Theodore E. Mowrey and Margaret
T. Mowrey

known to me
to be the persons whose names are subscribed to the within
instrument and I acknowledged that they executed the same
IN WITNESS my hand and official seal

Signature: Margie V. White



MARGIE V. WHITE
My Commission Expires Sept. 28, 1968

302877 MAR 21 66

Name Printed in Print

Notary Public No.

Theodore E. Fowery
Reid - Hillview Airport
Parcel No. 3-11-4-10

BOOK 7318 PAGE 490

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this _____ MAR 21 1966

By Alvin A. Quisenberry
Chairman, Board of Supervisors
County of Santa Clara

JRK
9/65

the County of Santa Clara, State of California, in Volume "C"
of Maps, at page 57.

Project: Reids' Hillview

Parcel No.: 14-12

Grantor: Tabares

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Juan Tabares & Elvira Tabares, his wife,

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of

_____ (\$_____).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except Exceptions 3 & 4 of preliminary title report

#240584 dated October 10, 1962

and agrees that said deed will be deposited with the T. I. & Trust Title Insurance Company in escrow account no. 240584 not later than 60 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this _____ day of _____,
19_____.

Owner

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

9/29/61

Application No. 240584

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South $68^{\circ} 12'$ West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarino Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North $49^{\circ} 51'$ East 149.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North $28^{\circ} 44'$ West 158.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, at page 57.

OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: **June 8, 1966**

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition, File No. **800.12**

Enclosed are a deed and title insurance policy for your permanent records for the following property acquisition.

Project: **Reid-Hillview Airport**

Parcel No: **3511-14-12**

Grantor: **Juan Tabares**

Deed Recorded: Date: **Mar. 21, 1966** Ser. No. **3028478**
Book: **7318**
Page: **497**

Tax cancellation forms have been forwarded to Assessor's Office, cancelling taxes as of **March 21, 1966**.

SPENCER M. WILLIAMS
County Counsel

By **/s/ Gary F. Voecks**
Gary F. Voecks
Title Officer

GFV:gc

Copies:

Public Works - Right of Way Section
Agent: **Mitchell**

C. Battersby, Manager of Operations

Robert J. Perrich, Asst. Director
Department of Public Works

REID-HILLVIEW AIRPORT - TABARES PROPERTY

May 17, 1966

→ 3511-17-12

Fire Marshal Bruce Wiggins called Monday afternoon, May 16, to advise that they are through with their investigation of possible arson to the house on the subject property. Apparently, there is not enough evidence to prosecute in spite of the strong indication that arson was involved.

Please proceed to demolish the house and otherwise clear the property and incorporate it with the general airport.

RJP:es

cc: EMT
EDH

A handwritten signature in dark ink, appearing to be 'J. M.', is written over a horizontal line. The signature is cursive and somewhat stylized.

Juan Tabares.

1
daughter →

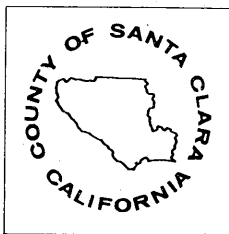
Mrs. Philip Escamilla

Tabares
atty to file dismissal

→ no old atty is J.A.

he claims owner has moved
& he wants owner to sign dismissal.

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST HEDDING STREET
CIVIC CENTER SAN JOSE, CALIFORNIA 95110 299-2111

November 18, 1965

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Title Insurance and Trust Company
66 North First Street
San Jose, California

Re: Escrow No. 240584 Project: Reid Hillview Airport
Name: Juan Tabares
Parcel No. 3511-14-12 File No. 800.12

Gentlemen:

This letter and the enclosed agreement will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant #72 in the sum of \$9,000.00.
2. You are instructed to obtain the necessary deed or deeds from the attorneys for the sellers. Ronald Dunton is the attorney for Mr. Mowery and Fred Lucero is the attorney for Mr. Tabares. The address of each attorney appears at the end of this letter. When you have obtained said deed or deeds, with a description corresponding to the description shown in the enclosed agreement, you are instructed to send them to my attention so that the certificates of acceptance may be attached and then the documents will be returned to your office for recording.
3. Upon the recordation of said deed or deeds you are instructed to issue a policy of title insurance free and clear of all liens and encumbrances except items No. 2 and 3 as shown in your preliminary report No. 240584 dated December 1, 1964. Title shall be insured for \$9,000.00. Show on the policy the name of the previous owner, the name of the project, the parcel number, and the file number. Include maps of the property in the policy.
4. Taxes will be prorated and cancelled as of the recording of the deed in accordance with provision 3a of the enclosed agreement, and any tax due shall be deducted from the enclosed warrant and paid over to the county tax collector.

COPY
-1-

Title Insurance and Trust Company

November 18, 1965

5. Purchsser will pay all the costs of escrow, revenue stamps, and title insurance policy. Your invoice, the original policy and one copy of title insurance, and the recorded deed or deeds, should be mailed to County Counsel, County of Santa Clara, 70 West Hedding, San Jose, California, for inspection and approval.

6. The amount of revenue stamps on the deed shall be \$9.90.

Should you have any questions regarding this escrow, please contact the attorneys listed below or myself.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By



Gary F. Voecks
Title Officer

GFV:dob

enc. Warrant
Agreement

cc: ✓ Mr. J. Mitchell
Dept. of Public Works

Mr. Ronald Dunton
Attorney at Law
113 Cooper Street
Santa Cruz, California

Mr. Fred Lucero
Attorney at Law
Office of the Public Defender
425 West Hedding Street
San Jose, California

EDH
Reid
Hillview
C. M. Rockwell

REID-HILLVIEW AIRPORT

DEPARTMENT OF PUBLIC WORKS
Robert J. Ferrich, Asst. Director

November 18, 1965

On November 8, 1965 the Board of Supervisors authorized execution of agreement in settlement and compromise of litigation for the Tabares property at the southwest corner of Cunningham and Swift. Hodge advises that the escrow may close within two weeks and that shortly thereafter, we could, if we wished, proceed with the completion of the Swift-Ocala-Cunningham intersection. Please furnish Nick Cianciarulo the necessary information so that they work can be done with the rebuilding of the Cunningham entrance into the Airport.

RJP:es

cc: Nick Cianciarulo
Don Hodge

November 12, 1965

Title Insurance & Trust Co.
66 North First Street
San Jose, California

Subject: Reid Hillview Airport - 3511-14-12
Your Escrow No. 240584

Gentlemen:

The County of Santa Clara has entered into an Agreement for Purchase of lands covered by the above-referenced title report. The owner of this property has delivered, or will soon deliver, into escrow with your company a deed covering County's acquisition.

At such time as you have received this document, please forward to this office for acceptance. It will be returned to you with escrow instructions at a later date.

Very truly yours,

E. D. HODGE
Chief Real Estate Agent

EDH:dh

cc: GFV

Reid, Illvew

Mc Merny

C. M. Rockwell, Sr. Civil Engr.

DEPARTMENT OF PUBLIC WORKS
Robert J. Perrich, Asst. Director

CUNNINGHAM AND SWIFT LANE INTERSECTION

October 29, 1965

Parcel No. 3511-14-12

Tabares

The present airport development plans provide for the re-construction of a portion of Cunningham Avenue to serve as the new airport entrance. Cunningham will be constructed to new grades. Swift Lane to the North (maybe Ocala to the City of San Jose) has been constructed to new line and grade, and it appears highly desirable to realign a small segment of Swift Lane to the South of Cunningham in connection with our work on Cunningham as an airport entrance.

I understand you are preparing grades and some alignment data for this minor work.

Apparently, we have the signed papers from the property owner on whose property you would be working. They have not been presented to the Board of Supervisors, and I understand that a question of Welfare claim of some \$6500 which a holder of a deed of trust claims to be somehow subordinated will probably be presented; that this could result in lengthy delays.

I have advised Nick Cianciarulo not to proceed with any work until all the right of way matters are settled. Please complete your work just in case the delay is not as long as anticipated. It can always be included on a subsequent contract.

RJP:es

cc: TO'N
EMT
EDH

P

memorandum



TO	Gary Voecks, Escrow Officer	FROM	E. D. Hodge, Chief R/E Agent	
SUBJECT	Reid Hillview Airport - Parcel 3511-14-12		DATE	Oct. 27, 1965

(Tabares et al.)

Herewith your copies of Right of Way Data Sheet, title report and 5 copies of description on above parcel. R. Harrison sent us prepared and owner signed "Agreement for Settlement and Compromise of Litigation" which we are now preparing to agendize for Nov. 8 Board meeting.

It is suggested that the trustee sale under default of payment in the loan covered in exception 8 should be investigated to determine whether County was notified of the sale as requested, and whether the foreclosure might be invalidated if County was not. We also believe the Welfare Department should be advised to submit its claims, if any, into the escrow.

EDH:JFM:dh

Attachments

MEMORANDUM

To: Mr. E. D. Hodge, Public Works Dept.
Right of Way Section
SUBJECT: Reid-Hillview Airport;
Tabares; Parcel #3511-14-42

From: Richard S. Harrison, Deputy County
Counsel
Date: October 25, 1965

As you probably recall this parcel was set for trial in September, 1964, and on the morning of trial a settlement was reached. The settlement was at the figure that our appraiser, Floyd Clevenger, would have testified; \$ 9000. After an agreement in settlement and compromise was reached the owner was reluctant to sign and the better part of the year has been spent in dealing with him and his attorney. He has now agreed to the original settlement price and I am forwarding to you herewith an original and 3 copies of an agreement in settlement and compromise of this litigation. The agreement has been signed by Mr. Tabares as well as by Mr. & Mrs. Mowrey who foreclosed a deed of trust on the property in the meantime and who also claim to be the owners of the property. They have worked out among themselves the division of the \$9000 purchase price, and this division will be handled in escrow. I would appreciate your placing this on the agenda of the Board of Supervisors as soon as possible.

I do not know whether Floyd Clevenger has forwarded to you an appraisal or other report. I do know that in October of 1964 he billed us for trial preparation and he did prepare a similar report on the Cadalbert property. If you need something further from Clevenger before placing this material on the agenda would you please obtain whatever is needed immediately. The airport manager is anxious to acquire this property and to get Mr. Tabares off of it and I am anxious to have the matter closed.

Would you please instruct the clerk of the Board of Supervisors to return the executed copies of the agreement to me since there are attorneys involved and I wish to forward their copies to them.

Yours ~~very~~ truly,

RSH
Richard S. Harrison

RSH:gc
Enc.

Mitchell

MEMORANDUM

To: Dick Harrison, Deputy Cty. Counsel

From: Justin F. Mitchell, R/W Agent

SUBJECT: Reid Hillview Airport
Parcel 3511-14-12
County vs. Tabares

Date: February 18, 1964

Reference is made to your memorandum of February 10, 1964, transmitting a copy of a letter received from the attorney representing the Mowreys, who have taken the above-referenced parcel by foreclosure action.

The offer which has been made on this property at \$8,500.00 represents, in our opinion, the maximum value that could be supported by any existing market data in the area. As you know, this property is not served by any public utility except electricity. Two years ago when the Mowreys had it represented to them as having a loan value of \$11,000.00, the property at that time did have domestic water supplied to it, but even that was not a publicly operated water service.

It appears that the Mowreys have made a very poor investment, and they or their attorney certainly cannot expect the County to bail them out.

You may be interested in viewing the attached newspaper photograph of subject parcel which appeared in the local press in early January after the first heavy rain this season. I think you will agree that there is plenty of water out there, but not for domestic use.

JFM:o's

Attachment

M E M O R A N D U M

TO: JUSTIN MITCHELL
FROM: RICHARD S. HARRISON
DATE: FEBRUARY 10, 1964
RE: COUNTY V. TABARES (Parcel No. 3511-14-12)

Enclosed is a photocopy of a letter received from the attorney for the Mowreys who apparently have taken the property back on the foreclosure of a trust deed. As far as I know, their figures are out of line with our thinking but this information is nevertheless sent to you for whatever value it may be.

RSH

H. C. LUCAS (1879-1952)

STEPHEN WYCKOFF
LOYD R. MILLER
HARRY C. LUCAS, JR.
JERRY L. STANLEY
RAY J. SCOTT

LUCAS, WYCKOFF, MILLER, STANLEY & SCOTT
LAW OFFICES

113 COOPER STREET - POST OFFICE BOX 475
SANTA CRUZ, CALIFORNIA 95061
AREA CODE 408 - 426-2111

ASSOCIATES

DONALD R. HAILE
RONALD K. DUNTON
MARILYN R. DAVIS

February 6, 1964

Mr. Richard S. Harrison ✓
Deputy County Counsel
Room 507 County Administration Bldg.
70 West Hedding Street
San Jose 10, California

Re: County of Santa Clara v.
Tabares, et al (No. 151690)

Dear Sir:

Enclosed herewith is a copy of Answer of the defendants Mowrey in the above entitled action. We allege that the property is of the value of \$12,500.00. However, I will state frankly that we have not yet employed an appraiser in connection with these proceedings and are not familiar with land values in the area in question. Approximately two years ago this property was represented to my clients as having a value of \$11,000 and it is based largely on that representation that Mr. and Mrs. Mowrey believe it is probably worth \$11,500 to \$12,500 at the present time. If there is any chance of settling this matter for a figure in that neighborhood and saving the expense of employing appraisers we would be happy to discuss the matter with you.

As you are probably aware, the title to this property is in litigation by reason of an action brought by the former owner Juan Tabares. Any settlement which may be considered will necessarily have to include Mr. Tabares unless his suit is first disposed of. Probably a settlement agreeable all around could be made and the money held in escrow pending the outcome of the title litigation.

Yours very truly,

Lloyd R. Miller
LOYD R. MILLER

RECEIVED
FEB 7 1964
COUNTY COUNSEL

LRM:gj

Enc. 1

MEMORANDUM

To: Richard Harrison, Dep. County Counsel

From: E.D. Hodge by J. H. Whitcomb

SUBJECT: Parcel 3511-14-2 (Tabares)

Date: December 8, 1963

Attached hereto is proof of service of summons on Juan Tabares. Also attached, we are returning the original summons, as well as the copy intended for service on Elvira Tabares. It is now fully established that Elvira Tabares is deceased.

PROOF OF SERVICE

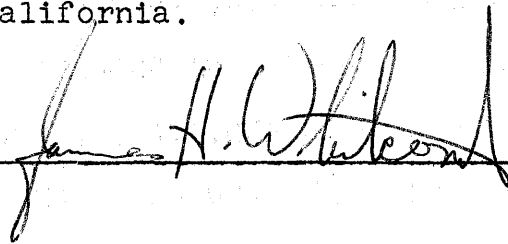
I am and was at the time of the service of the summons,
complaint and Lis Pendens attached hereto, a citizen of
the United States, over the age of eighteen years, and not a party
to the within entitled action.

I personally served the attached summons, complaint
and Lis Pendens

on the herein named defendant ____, whom deponent knew to be the
person__ named in the said summons and complaint by
delivering to and leaving with _____ said defendant__
personally, at the place hereinafter set forth in the State of
California, County of Santa Clara, and at the time set
opposite his respective name__, a copy of said summons
attached to a copy of the complaint referred to in said summons.

<u>Name of Defendants Served</u>	<u>Place Where Served</u>	<u>Date of Service</u>
<u>Juan Tabares</u>	<u>2484 Cunningham Ave.</u>	<u>Dec. 6, 1963 2:23 P.M.</u>
	<u>San Jose</u>	

I declare under penalty of perjury that the foregoing is
true and correct. Executed on December 6, 1963, at 20 West
Hedding St., San Jose, California.



July 10, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Rosa Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tabares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12, 13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1963

All utility relocations are to be handled by Engineering.
There are no other known off-record interests.

Upon completing the necessary proceedings for filing
requested condemnation action, please return a completed copy
of the enclosed data sheet for our right of way file.

Please advise if any further documents or other
information is needed.

Very truly yours,

E. D. HOBBS
Chief Right of Way Agent

EDM:WMA:0js

Enclosures

Date: January 18, 1963

MEMORANDUM

To: COUNTY DEPT. OF PUBLIC WORKS - Mr. BESSON County of Santa Clara

From: TED C. LANIER, Supervisor

Dept: COLLECTIONS

SUBJECT: TABARES, JUAN & ELVIRA
438-12649 - Cl. 2/14/62
COUNTY LIEN ON PROPERTY

As per your telephone request, this department notified you of the amounts owed by the above mentioned to the County.

Information as to the purpose of your request and on any possible property transaction that may be in progress is requested.

Josph, Let me know the amts of the liens.

RECEIVED
BIBB... MOORE
JAN 21 1963

CONRAD ENGINEERS
714 ST 1003
DEPT. OF PUBLIC WORKS
SANTA CLARA CO. CALIF.

ejd

Date: November 19, 1962

MEMORANDUM

To: COUNTY DEPT. OF PUBLIC WORKS - Mr. BESSON

County of Santa Clara

From: TED C. LANIER, Supervisor

Dept: COLLECTIONS

SUBJECT: TABARES, JUAN & ELVIRA
438-12649 - Cl. 2/14/62

FORM PD 14

As per your telephone request the amounts owed by the named people to the County are as follows:

CWD.	\$3,473.31
HOSP	3,600.40

Please contact this office if any property transaction will transpire.

RECEIVED
 PUBLIC WORKS
 NOV 15 8 15 AM '62
 COUNTY OF SANTA CLARA

NOV 19 1962
 COUNTY OF SANTA CLARA

MEMORANDUM

To: Richard Harrison, Dep. County Counsel From: E.D. Hodge by J. H. Whitcomb
SUBJECT: Parcel 3511-14-2 (Tabares) Date: December 8, 1963

Attached hereto is proof of service of summons on Juan Tabares. Also attached, we are returning the original summons, as well as the copy intended for service on Elvira Tabares. It is now fully established that Elvira Tabares is deceased.

county of santa clara

S.D. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: October 29, 1965

FOR: BOARD OF SUPERVISORS AGENDA OF November 8, 1965


FROM: HODGE, REAL ESTATE DIVISION, PUBLIC WORKS

TITLE: AGREEMENT IN SETTLEMENT AND COMPROMISE OF LITIGATION ON PROPERTY
REQUIRED FOR REID-HILLVIEW AIRPORT

DESCRIPTION:

Parcel 3511-14-12	Juan Tabares, et al; \$9,000.00; property located at 2484 Cunningham Avenue, San Jose. Consists of: Land - 18,355 sq. ft. @ \$0.23 per sq. ft. \$4,200.00 (\$10,000.00 per ac.) Improvements - residence 4,800.00 Zoning: R-1
-------------------	--

EDH:o's

APPROVED: 
JAMES T. POTT, COUNTY ENGINEER

	<u>AGENDA DATA</u>
	NOV 8 1965
DATE:	_____
ITEM NO:	<u>9</u>
BOARD ACTION	<u>ok</u>
_____	_____
_____	_____

RIGHT OF WAY DATA SHEET

Grantor: Juan Tabares et al. Project: Reid Hillview Arpt. Parcel No.: 3511-14-12
 Property Address 2484 Cunningham Ave., San Jose Entire Area:
 Mailing Address: _____ 18,355 sq. ft. 0.421 ac
 Telephone: _____ Part Required:
 Jurisdiction: San Jose All sq. ft. _____ ac
 Remainder:
None sq. ft. _____ ac

Unit Land Cost:	Appraisal	O.P.	Settlement
Sq. Ft.: \$ <u>0.23</u>	<u>1961</u>	Deposit	
Acre: \$ <u>10,000.00</u>			
(site value)	\$3,165.00		\$4,200.00
Improvements:	5,103.00		4,800.00
Damages:			
Benefits:			
Other Consideration			

Total Consideration: \$8,268.00 (Rounded \$8,500.00) \$9,000.00
 Cash to Grantor: \$9,000.00

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. * Rentals
 4. Withheld Funds
 5. Excess Lands
 6. * Continued Occupancy
 7. * Settlement Justification
 8. * Title Exceptions
 9.

Title Co.: Title Ins. & Tr. Co.
 No.: 240584 Date: 12-1-64
 Grantor Acquired: March 1960
 I.R.S. \$ 1.65
 Appraised by: F. Clevenger
 Date: Nov. 1961
 Type of Title: Fee
 Zoning: R-1
 Access Rights: ---
 Suit Filed: S.C.C. #151690
 O.P.: None
 Agreements: Attached
 Resolutions: _____
 Deeds: To escrow Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: R. Harrison

<u>Description of Improvement Acquired</u>			
<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
One story frame and stucco residence			
4	785	10	Fair

<u>#3 - RENTALS</u>			
None. Improvements should be cleared as soon as owner vacates.			

<u>#6 - CONTINUED OCCUPANCY</u>			
Clause 6 of agreement gives owner 30 days after close of escrow to vacate.			

<u>#7 - SETTLEMENT JUSTIFICATION</u>			
Settlement by County Counsel in compromise of litigation is based on over-all value Floyd Clevenger was prepared to testify to when the case was preparing for trial in Sept. 1964.			
Breakdown as between land and improvements is arbitrary, but it is consistent as to land (\$0.23 per sq. ft.) with the compromise settlement in June, 1964 with the adjacent owner on the southeast (Parcel 14-13 Torres).			

<u>#8 - TITLE EXCEPTIONS</u>			
See attached sheet.			

P. D. Hodge
 Approval
 To County Counsel:
 da : _____ Item #
 (aces RC-11)

10/26/65 dh

#8 - TITLE EXCEPTIONS

3511-14-12

Clear:

1. Taxes prorated COE.
- 4, 5, 6, & 7. County liens for Welfare, etc.
8. Trust deed, foreclosure, etc.
9. Trust deed to County.
10. Abstract of Judgment in favor of County.
11. County's Lis Pendens S.C.C. No. 151690.
Action to be dismissed by County.

Subject to:

2. Rights of public in Swift & Cunningham Aves.
3. P.G.E. & P.T.T. poleline easement.

I.R.S.

Grant Deed Individual

JUAN TABARES and ELVIRA TABARES, husband and wife

the first part ies , hereby GRANT TO

COUNTY OF SANTA CLARA

the second part y , all that real property situated in the

County of Santa Clara, State of California, described as follows:

Above space for Recorder

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South 68° 12' West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South 49° 51' West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarino Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South 40° 09' East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North 49° 51' East 149.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North 28° 44' West 158.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, at page 57.

WITNESS hand this day of , 19
Signed and delivered in the presence of: _____

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA }ss.

On this day of , 19 , before me,
a Notary Public in and for said County and State, personally appeared

be the person whose name subscribed to the foregoing instrument, and acknowledged to me that known to me to executed the same.

Notary Public



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 10, 1962

- . Department of Public Works
- . 20 West Rosa Street
- . San Jose, California

Attn: Mr. Besson

IMPORTANT

When replying refer to
Our No. **240584**

Fee: \$52.50

Your No.
Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962

at 7:30 a.m.

B. M. Blanchard
B. M. BLANCHARD

Title Officer

Vestee: **JUAN TABARES and ELVIRA TABARES,**
husband and wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Sale to the State of California on June 29, 1962 on account of non-payment of Second installment of County and City Taxes for the fiscal year 1961-62. Assessment Number 489-14-12, Code Number 44-75. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$71.38.
- Third:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue and Cunningham Avenue.
- Fourth:** Pole line, etc. easement as granted by Anton J. Bondesen and Helga P. Bondesen, husband and wife, to Pacific Gas and Electric Company, and The Pacific Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 of Official Records, page 270, over the Northeasterly 6 feet of Lot 40, as shown upon the Map herein referred to.
- Fifth:** Agreement dated February 9, 1949 and recorded July 25, 1949 in Book 1822 of Official Records, at page 442, whereby Juan Tabares and Elvira M. Tabares agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County

No. 12649U District No. 29.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception 9.

Sixth: Agreement dated March 19, 1948 and recorded March 29, 1950 in Book 1953 Official Records, page 123, whereby Juan Tabares and Elvira M. Tabares agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County No. 12649U District 29.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, Recorder's Serial Number 2096490, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception No. 9.

Seventh: Agreement dated January 2, 1952 and recorded January 11, 1952 in Book 2347 Official Records, page 22, whereby Juan Tabares and Elvira Tabares agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County Hospital No. 54601.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, Recorder's Serial Number 2096490, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception No. 9.

Eighth: Agreement dated January 19, 1954 and recorded February 19, 1954 in Book 2817 of Official Records, at page 594, whereby Juan Tabares and Elvira Tabares, husband and wife, agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County No. 12649U District 27.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, Recorder's Serial Number 2096490, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception No. 9.

Ninth: Deed of Trust by Juan Tabares and Elvira Tabares to Security Guaranteed Agency, Inc., as Trustee, to secure the payment to Theodore E. Mowrey and Margaret T. Mowrey, his wife, as joint tenants, of \$1,900.00 and additional advances, dated March 3, 1961 and recorded March 29, 1961 in Book 5118 Official Records, page 207, Recorder's Serial Number 1973795.

Request that copy of Notices of Default and Notices of Sale

under said Deed of Trust be mailed to County of Santa Clara, Welfare Department, at 45 West St. James St., San Jose, Calif., was recorded April 11, 1961 in Book 5131 Official Records, page 83, Recorder's Serial Number 1979951.

Notice of Default and Election to Sell executed by Security Guaranteed Agency, Inc., dated March 20, 1962 and recorded March 22, 1962 in Book 5509 Official Records, page 366, Recorder's Serial Number 2161666.

Tenth: Deed of Trust by Juan Tabares and Elvira Tabares, husband and wife, as joint tenants, to Vera R. Reek, as Trustee, to secure the payment to County of Santa Clara of \$5,009.90 and additional advances, dated March 20, 1961 and recorded March 29, 1961 in Book 5118 Official Records, page 209, Recorder's Serial Number 1973796.

Eleventh: Abstract of Judgment in the Superior Court of the State of California, in and for the County of Santa Clara, to reimburse the County of Santa Clara \$25.00 per calendar month only for the care of their son, John, beginning August 26, 1959. Against Mr. and Mrs. Juan Tabares in favor of the County of Santa Clara, Juvenile Probation Department, docketed November 9, 1959 and recorded January 2, 1962 in Book 5417 Official Records, page 688, Recorder's Serial Number 2117647. Case No. 20553.

Note 1: This Company assumes without liability therefor that Juan Tobarez named as promissor in that certain Agreement to Reimburse with the Board of Supervisors, County of Santa Clara, State of California, dated June 17, 1958 and recorded July 14, 1958 in Book 4120 Official Records, page 343, Recorder's Serial Number 1491174, wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid which sums are to constitute a lien on premises, is not one and the same person as Juan Tabares one of the above Vestees.

Note 2: This Report includes an examination of the Municipal Records of

the City of San Jose as to taxes, assessments and/or bonds.

Note 3: First installments of County and City Taxes for the fiscal year 1961-62 has been paid. Assessment Number 489-14-12, Code Number 44-75.

Amount of tax	\$63.20
---------------	---------

Note 4: The above Vestees acquired title to premises by Deed from Anton J. Bondesen and Helga P. Bondesen, husband and wife, as joint tenants, dated March 5, 1960 and recorded March 17, 1960 in Book 4731 Official Records, page 531, Recorder's Serial Number 1785462, and to which Deed there were affixed Revenue Stamps in the amount of \$1.65.

Note 5: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$700.00
Assessed value improvement	800.00
Assessed value personal property	none

The Address of the above Vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Route 7 Box 193 K, San Jose, California.

DESCRIPTION

For description of real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

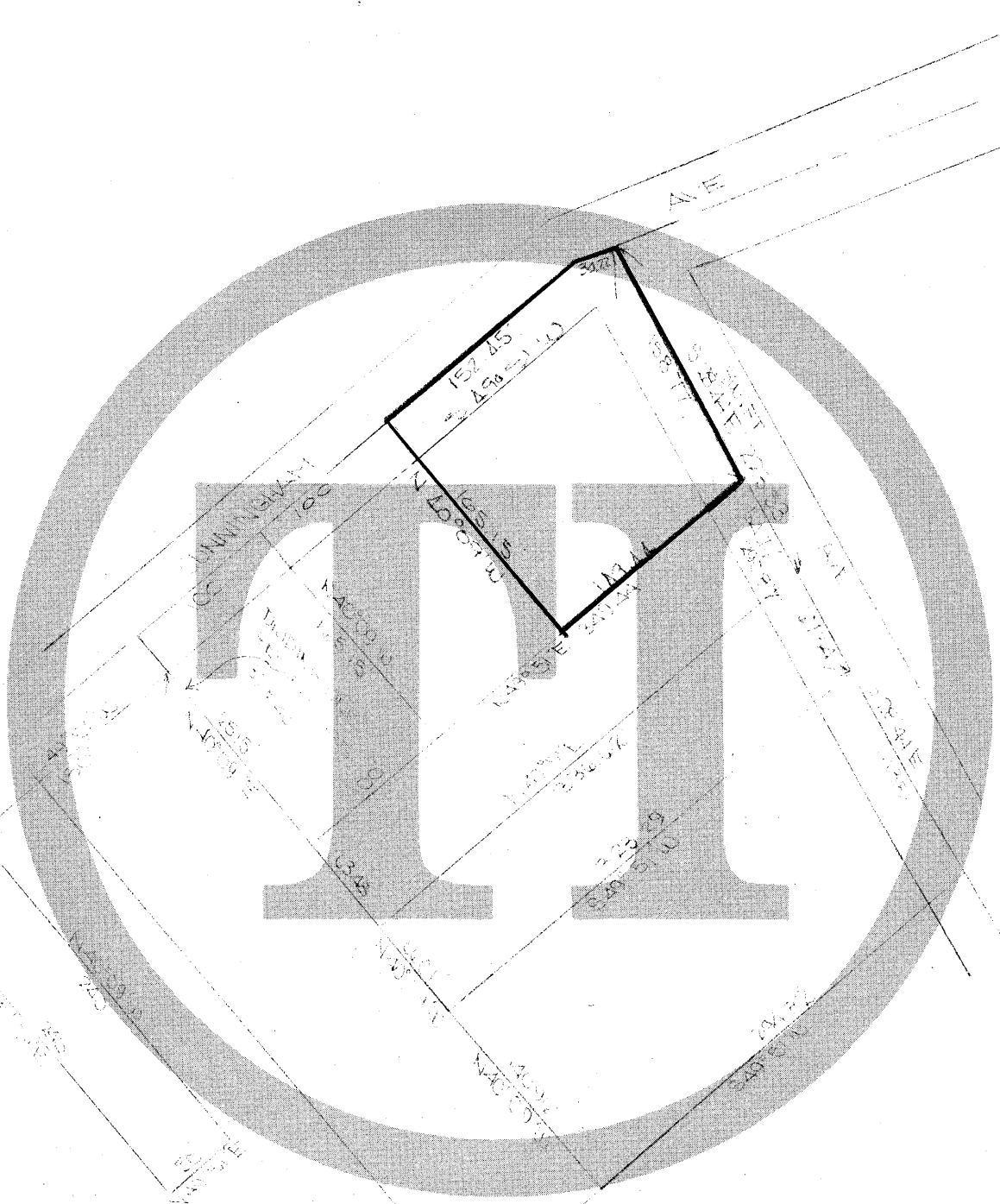
rpf/kk

Application No. 240584

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South $68^{\circ} 12'$ West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarino Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North $49^{\circ} 51'$ East 149.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North $28^{\circ} 44'$ West 158.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, at page 57.



PLAT LOT 3)

PLAT PIRE TR

DETAILS OF 0/17



This is not a survey of the land but is compiled for information by the
 Title Insurance and Trust Company from data shown by the official records.



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

Fee: \$15.00

Supplemental Report

- Department of Public Works
- 20 West Hedding Street
- San Jose 10, California

IMPORTANT
When replying refer to
Our No. 240584

Hillview Airport
Your No.

Attention: E. D. Hodge,
Chief Right-of-Way Agent

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of June 3, 1963 at 7:30 a.m.

B. M. BLANCHARD Title Officer

Vestee:

JUAN TABARES and ELVIRA TABARES,
husband and wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1963-64, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Second installment of County and City Taxes for the fiscal year 1962-63, delinquent, as follows: Assessment Number 489-14-12. Code Number 40-475.
- | | |
|---------------|---------|
| Amount of Tax | \$66.54 |
| Penalty | 3.99 |
| Cost | 3.00 |
- Third:** Right of the Public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue and Cunningham Avenue.
- Fourth:** Pole Line, etc. easement as granted by Anton J. Bondesen and Helga P. Bondesen, husband and wife, to Pacific Gas and Electric Company, and The Pacific Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946, recorded October 23, 1946 in Book 1384 of Official Records, page 270, over the Northeasterly 6 feet of Lot 40, as shown upon the Map herein referred to.
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No. 12649U District No. 29.

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Request that copy of Notices of Default and Notices of Sale

under said Deed of Trust be mailed to County of Santa Clara, Welfare Department, at 45 West St. James St., San Jose, Calif., was recorded April 11, 1961 in Book 5131 Official Records, page 83, Recorder's Serial Number 1979951.

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Tenth: Deed of Trust by Juan Tabares and Elvira Tabares, husband and wife, as joint tenants, to Vera R. Reek, as Trustee, to secure the payment to County of Santa Clara of \$5,009.90 and additional advances, dated March 20, 1961 and recorded March 29, 1961 in Book 5118 Official Records, page 209, Recorder's Serial Number 1973796.

Eleventh: Abstract of Judgment in the Superior Court of the State of California, in and for the County of Santa Clara, to reimburse the County of Santa Clara \$25.00 per calendar month only for the care of their son, John, beginning August 26, 1959. Against Mr. and Mrs. Juan Tabares in favor of the County of Santa Clara, Juvenile Probation Department, docketed November 9, 1959 and recorded January 2, 1962 in Book 5417 Official Records, page 688, Recorder's Serial Number 2117647. Case No. 20553.

Note 1: This Company assumes without liability therefor that Juan Tobarez named as promissor in that certain Agreement to Reimburse with the Board of Supervisors, County of Santa Clara, State of California, dated June 17, 1958 and recorded July 14, 1958 in Book 4120 Official Records, page 343, Recorder's Serial Number 1491174, wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid which sums are to constitute a lien on premises, is not one and the same person as Juan Tabares one of the above Vestees.

Note 2: This Report includes an examination of the Municipal Records of

the City of San Jose, as to taxes, assessments and/or bonds.

Note 3: First installment of County and City Taxes for the fiscal year 1962-63 has been paid. Assessment Number 489-14-12. Code Number 40-475.

Amount of Tax	\$66.54
---------------	---------

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63 are as follows:

Assessed Value Real Estate	\$700.00
Assessed Value Improvement	800.00
Assessed Value Personal Property	NONE

The Address of the Above Vestees as disclosed by the County Tax Rolls for the fiscal year 1962-63 is 2484 Cunningham Avenue, San Jose 22, California.

Note 5: The above Vestees acquired title to premises by Deed from Anton J. Bondesen and Helga P. Bondesen, husband and wife, as joint tenants, dated March 5, 1960, recorded March 17, 1960 in Book 4731 Official Records, page 531, Recorder's Serial Number 1785462, and to which Deed there were affixed Revenue Stamps in the amount of \$1.65.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

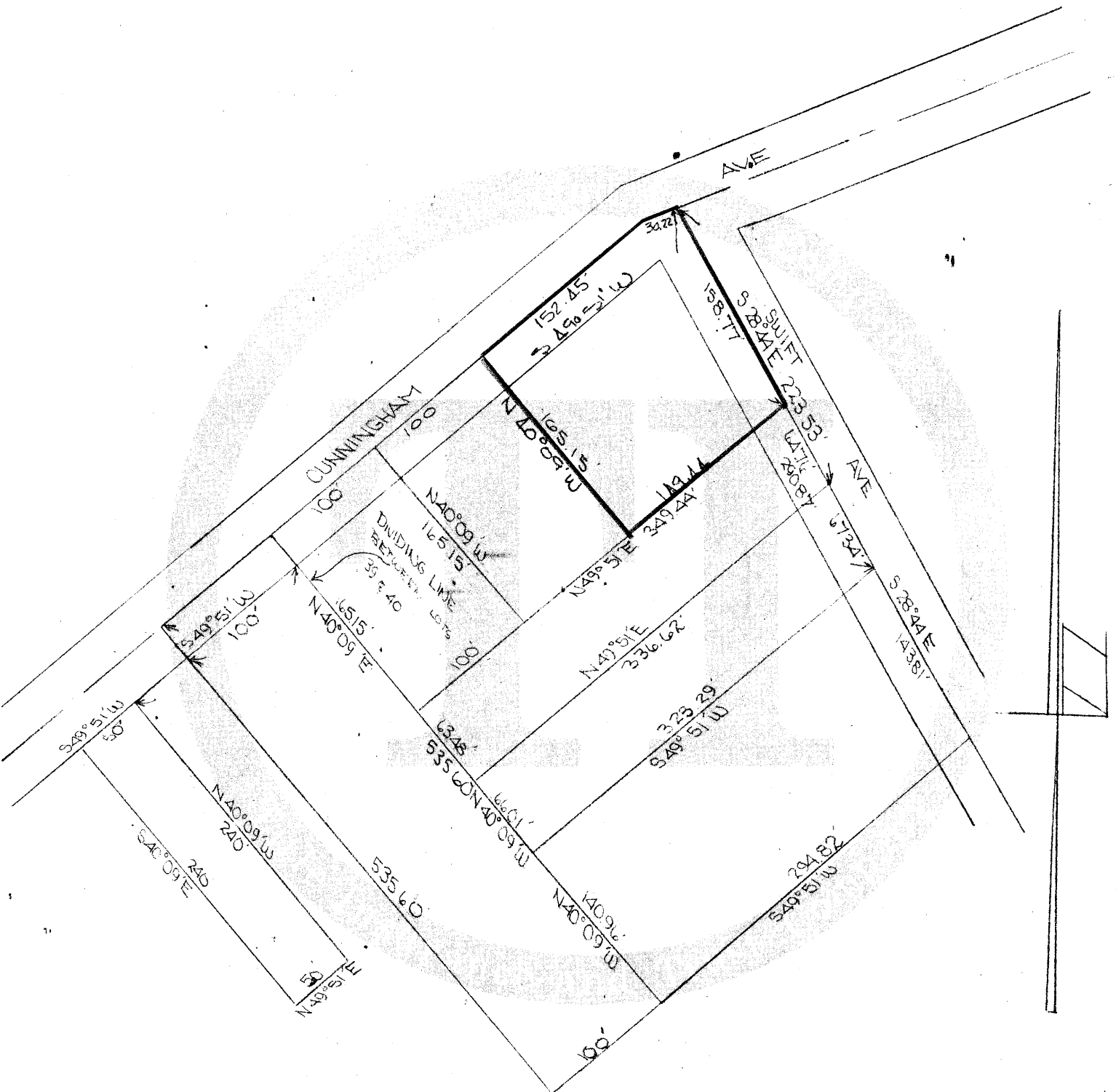
WGR/br
6 copies to Applicant

Application No. 240584

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South $68^{\circ} 12'$ West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarino Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North $49^{\circ} 51'$ East 149.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North $28^{\circ} 44'$ West 158.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, at page 57.



PTN LOT 39

FILLMORE TR

DETAIL LOTS C/57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.



Title Insurance and Trust Company

SANTA CLARA COUNTY

IMPORTANT
PLEASE ADDRESS ALL
CORRESPONDENCE TO:

- 66 North First St., San Jose 13
 319 S. Monroe St., San Jose 28
 168 Main St., Los Altos
 257 Castro St., Mountain View
 248 Hamilton Ave., Palo Alto
 348 S. Murphy Ave., Sunnyvale
 495 No. Princeville St., Gilroy

SECOND SUPPLEMENTAL REPORT

- . County Counsel
- . 70 West Hedding
- . San Jose, California

IMPORTANT

When replying refer to
Our No. **240584**

Hillview Airport
Your No.

The following is a report of the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy. In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain conditions and stipulations and also exceptions from its coverage as may be required by the particular form of policy issued.

Dated as of December 1, 1964 at 7:30 a.m.

RICHARD T. MILLER Title Officer

Vestee:

JUAN TABARES and ELVIRA TABARES,
husband and wife, as joint tenants

Exceptions:

1. County and Municipal Taxes as follows:

Assessment No. : 491-13-9
 Code No. : 40-475
 Fiscal Year : 1964-65
 First Installment : \$81.17 due and payable
 Second Installment: \$81.17 payable, but not yet due
 Includes Personal Property Taxes in the amount of \$NONE.

2. Right of the public over so much of premises as lies within the bounds of Swift Avenue and Cunningham Avenue.

3. An easement for the purposes stated herein, including incidental purposes, as granted

To : Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporations

For : pole line easements

Recorded: October 23, 1946 in Book 1384 Page 270 Official Records

Affects Northeasterly 6 feet of Lot 40, as shown upon the Map herein referred to.

Reference to the record is hereby made for further particulars.

4. Lien in favor of Santa Clara County for all sums advanced or to be advanced for indigent aid, treatment, or care as follows:

Executed by: Juan Tabares and Elvira M. Tabares

Dated : February 9, 1949
Recorded : July 25, 1949 in Book 1822 Official Records, Page 442
County No. : 126490 District No. 29

The above Agreement was subordinated to the lien of the Deed of Trust shown herein as Exception 8, by instrument

Executed by: _____
Dated : _____
Recorded : November 21, 1961 in Book 5372 Official Records, Page 174

5. Lien in favor of Santa Clara County for all sums advanced or to be advanced for indigent aid, treatment, or care as follows:

Executed by: Juan Tabares and Elvira M. Tabares
Dated : March 19, 1948
Recorded : March 29, 1950 in Book 1953 Official Records, Page 123
County No. : 126490 District No. 29

The above Agreement was subordinated to the lien of the Deed of Trust shown herein as Exception 8, by instrument

Executed by: _____
Dated : _____
Recorded : November 21, 1961 in Book 5372 Official Records, Page 174

6. Lien in favor of Santa Clara County for all sums advanced or to be advanced for indigent aid, treatment, or care as follows:

Executed by: Juan Tabares and Elvira Tabares
Dated : January 2, 1952
Recorded : January 11, 1952 in Book 2347 Official Records, Page 22
County No. : 54601

The above Agreement was subordinated to the lien of the Deed of Trust shown herein as Exception 8, by instrument

Executed by: _____
Dated : _____
Recorded : November 21, 1961 in Book 5372 Official Records, Page 174

7. Lien in favor of Santa Clara County for all sums advanced or to be advanced for indigent aid, treatment, or care as follows:

Executed by: Juan Tabares and Elvira Tabares, husband and wife
Dated : January 19, 1954

Recorded : February 19, 1954 in Book 2817 Official Records, Page 594
County No. : 126490 District 27

The above Agreement was subordinated to the lien of the Deed of Trust shown herein as Exception 8, by instrument

Executed by: _____
Dated : _____
Recorded : November 21, 1961 in Book 5372 Official Records, Page 174

8. A Deed of Trust to secure an original indebtedness, and any other amounts payable under the terms thereof, as follows:

Dated : March 3, 1961
Recorded : March 29, 1961 in Book 5118 Official Records, Page 207, Recorder's Serial Number 1973795
Truster : Juan Tabares and Elvira Tabares
Trustee : Security Guaranteed Agency, Inc.,
Beneficiary: Theodore E. Mowrey and Margaret T. Mowrey, his wife, as joint tenants
Original Amount \$1,900.00

Request that a copy of any Notice of Default and Notice of Sale under the above Deed of Trust be mailed as follows:

Mail to : County of Santa Clara, Welfare Department
Address : 45 West St. James St., San Jose, Calif.
Recorded: April 11, 1961 in Book 5131 Official Records, Page 83

Notice of Default under the above Deed of Trust as follows:

Dated : February 5, 1963
Executed by: Security Guaranteed Agency, Inc.
Recorded : February 7, 1963 in Book 5896 Official Records, Page 200

By Trustee's Deed, dated June 19, 1963 and recorded June 23, 1963 in Book 6082 Official Records, page 612, the trustee under the above Deed of Trust conveyed the premises to Theodore E. Mowrey and Margaret T. Mowrey, his wife, as joint tenants.

Action pending in the Superior Court, Santa Clara County, as follows:

Case No.: 149363
Entitled: Juan Tabares, Plaintiff vs. Security Guaranteed Agency, Inc., a corporation, Theodore E. Mowrey, Margaret T. Mowrey, Defendants
Filed : September 12, 1963
Nature : That the object of said action is to set aside an alleged trustee's sale and to reinstate the trust deed and to determine all

adverse claims to the real property

Lis Pendens recorded December 5, 1963 in Book 6296 Official Records, Page 349

9. A Deed of Trust to secure an original indebtedness, and any other amounts payable under the terms thereof, as follows:

Dated : March 20, 1961
 Recorded : March 29, 1961 in Book 5118 Official Records,
 Page 209, Recorder's Serial Number 1973796
 Trustor : Juan Tabares and Elvira Tabares, husband and wife, as
 joint tenants
 Trustee : Vera R. Reek
 Beneficiary: County of Santa Clara
 Original Amount \$5,009.90

10. Abstract of Judgment recorded in Santa Clara County,
 as follows:

Entered : November 9, 1959
 Recorded : January 2, 1962 in Book 5417 Official Records,
 Page 688
 Judgment Debtor : Mr. and Mrs. Juan Tabares
 Judgment Creditor: County of Santa Clara, Juvenile Probation Department
 Original Amount \$25.00 per calendar month only for the care of their
 son, John, beginning August 26, 1959
 Suit No.: 20553
 Court : the Superior Court of the State of California, in and for
 County of Santa Clara

11. Action pending in the Superior Court, Santa Clara County,
 as follows:

Case No.: 151690
 Entitled: County of Santa Clara, Plaintiff, vs. Juan Tabares; Elvira
 Tabares; Security Guaranteed Agency, a corporation, as trustee;
 Theodore E. Mowery; Margaret T. Mowery; Vera R. Reek, as trustee;
 Doe One; Doe Two; Doe Three; Doe Four; Doe Five; Doe Six; Doe
 Seven; Doe Eight; Doe Nine; Doe Ten; and all other persons
 unknown claiming any right, title or interest in and to the
 real property described in the Complaint, Defendants
 Filed : December 4, 1963
 Nature : Condemnation of premises

Lis Pendens recorded December 5, 1963 in Book 6296 Official
 Records, Page 349

Note 1: This report includes an examination of municipal records as to taxes, assessments and/or bonds of the City of San Jose.

Note 2: The above Vestees acquired title as follows:

By : Deed from Anton J. Bondesen et ux
Dated : March 5, 1960
Recorded : March 17, 1960 in Book 4731 Official Records,
Page 531
Revenue Stamps: \$1.65

Note 3: Assessed valuations for Taxes, as follows:

Assessed value Real Estate : \$1,000.00
Assessed value Improvement : \$800.00
Assessed value Personal Property: \$NONE
Tax Rate 8.969

Note 4: The address of the grantees shown on the Trustee's Deed shown herein under Exception No. 8, as disclosed by the Tax Rolls is as follows:

126 Younger Way, Santa Cruz, California.

DESCRIPTION

For description of the real property referred to herein, see EXHIBIT A, attached hereto and made a part hereof.

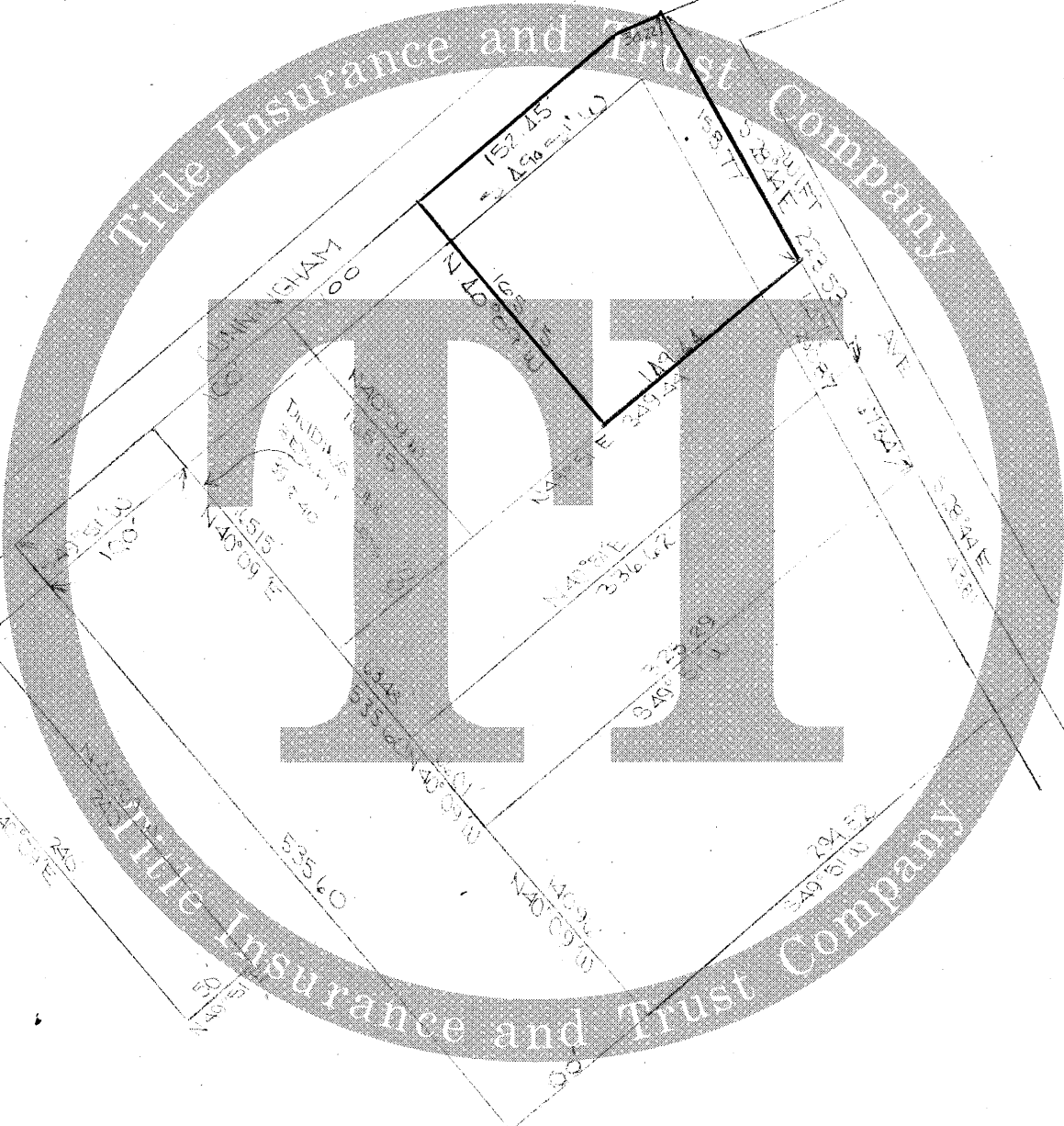
ESL/jm
5 copies to Appl.

Application No. 240584

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South $68^{\circ} 12'$ West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarino Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North $49^{\circ} 51'$ East 149.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North $28^{\circ} 44'$ West 158.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, at page 57.



PTN LST 40

FILLMORE TR

DETAIL 40 C/57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

AGREEMENT IN SETTLEMENT
AND COMPROMISE OF LITIGATION

This agreement is entered into on _____,
by and between the COUNTY OF SANTA CLARA (hereinafter referred to
as "County"), JUAN TABARES, THEODORE E. MOWERY and MARGARET T.
MOWERY (hereinafter collectively referred to as "Sellers") and is
in settlement and compromise of an action in eminent domain hereto-
fore commenced by County to condemn lands owned by Tabares and
Mowery.

The parties do agree as follows:

1. The County agrees to purchase and Sellers agree to sell
the following described land, located in the City of San Jose,
County of Santa Clara, State of California:

BEGINNING at the point of intersection of the center
line of Cunningham Avenue, 60 feet wide, with the
center line of Swift Avenue, 60 feet wide, as said
Avenues are shown upon the Map hereinafter referred
to; thence along the center line of Cunningham Avenue,
South $68^{\circ} 12'$ West 30.22 feet to an iron pipe set at
an angle point therein; thence continuing along said
center line of Cunningham Avenue, South $49^{\circ} 51'$ West
152.45 feet to the most Northerly corner of that
certain parcel of land conveyed by Anton J. Bondesen,
et ux, to Catarino Carlos by Deed dated November 7,
1950 and recorded November 15, 1950 in Book 2096
Official Records, page 25; thence leaving the center
line of Cunningham Avenue and running along the North-
easterly line of said parcel of land so conveyed to
Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most
Easterly corner thereof on the Northwesterly line of
that certain parcel of land conveyed by Anton J.
Bondesen, et ux, to Carlos Franco by Deed dated
November 7, 1950 and recorded November 30, 1950 in
Book 2106 Official Records, page 170; thence along
the Northwesterly line of said parcel of land so
conveyed to Franco, North $49^{\circ} 51'$ East 149.44 feet
to the most Northerly corner thereof on the center
line of Swift Avenue; thence along the center line
of Swift Avenue, North $28^{\circ} 44'$ West 158.77 feet to
the point of beginning and being a portion of Lot 40
as shown upon the Map of the Subdivision of the
Fillmore Tract, which was filed for record on
February 14, 1888 in the office of the Recorder of
the County of Santa Clara, State of California, in
Volume "C" of Maps, at page 57.

BOOK

5743 PG 162

2271550

BOOK 5743 PG 162

FILED FOR RECORD
AT REQUEST OF

BOARD OF SUPERVISORS

OCT 4 1 22 PM 1962

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

F4

RESOLUTION AND ORDER PROCLAIMING
THE ABANDONMENT OF A PORTION OF
CUNNINGHAM AVENUE

WHEREAS, this Board of Supervisors of the County of Santa Clara, State of California, has been requested to abandon a portion of Cunningham Avenue located in the County of Santa Clara, State of California, hereinafter more particularly described; and

WHEREAS, said Board did fix Monday, October 1, 1962, at the hour of 10:00 A. M. in the chambers of said Board as the time and place for the public hearing on said matter; and

WHEREAS, pursuant to said public hearing this Board did find and determine that it would be in the best interests of the public to reserve and except from the abandonment of said right of way for county road purposes, such easements as may exist to construct, maintain, operate, replace, renew, remove, and enlarge lines of pipe, conduits, and other convenient structures, equipment and fixtures for the operation of sanitary sewer lines, gas pipelines, and for all incidental purposes in connection therewith including access to said hereinafter described property, to protect the same from all hazards in, upon, over, and across said property to be abandoned; and

WHEREAS, it appearing to said Board that all necessary and appropriate proceedings have been had in conformity with law;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that Cunningham Avenue, more particularly described as follows, to wit:

All that portion of Cunningham Avenue lying between the northwesterly lines of lots 3 and 35 and the northeasterly lines of lots 11 and 33 of the subdivision of the Fillmore Tract as shown in Book "C" of Maps, page 57, of the Official Records of the County of Santa Clara, California;

OCT 1 1962

85.- WER
9-14-9

Reids Hillview
Costa
3511-14-09
T1 240585

CERTIFICATE OF ACCEPTANCE

BOOK 6230 PAGE 24

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 29th day of August, 196³2.

By: James T. Bell
~~Director~~/Assistant Director of
Public Works of the County of
Santa Clara

Project: Tully-Quimby Road
Parcel 9523-44

When Recorded
Return to:
PROPERTY MANAGER
151 W. Mission St.
San Jose California

Recorded at the request of
Transamerica Title Insurance Co.
JUL 16 1971 8:00 AM
George E. Fowles, Recorder
Santa Clara County, Official Records

Escrow No. 204117/FM

NO FEE
GRANT DEED

NO TAX DUE

THE COUNTY OF SANTA CLARA, a body politic and corporate by and through the Board of Supervisors of the County of Santa Clara, does hereby grant to the CITY OF SAN JOSE, all that real property situate in the County of Santa Clara, State of California, described as follows:

A strip of land 40.00 feet in width, the southerly line of which being more particularly described as follows:

Beginning at the point of intersection of the northerly line of Tully Road, 50.00 feet wide, with the westerly line of that certain 184.189 acres more or less, parcel of land as said Road and parcel of land are shown on that certain Record of Survey Map recorded in Book 204 of Maps at page 16, Official Records of Santa Clara County; thence from said point of beginning along said northerly line of Tully Road North 50° 00' 45" East, 1,637.23 feet to the Easterly line of said 184.189 acres more or less parcel of land. The northerly line of said 40.00 foot strip of land being extended easterly to intersect the easterly line of said 184.189 acres more or less parcel of land.

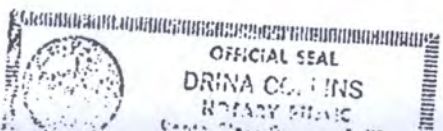
WITNESS my Hand on OCT 6 1970

Victor Calvo
Chairman, Board of Supervisors

STATE OF CALIFORNIA)
)ss
COUNTY OF SANTA CLARA)

On OCT 6 1970, before me, Drina Collins, personally appeared Victor Calvo, known to me to be the Chairman of the Board of Supervisors of the County of Santa Clara, State of California, and known to me to be the person who executed the within instrument on behalf of said County and acknowledged to me that said County of Santa Clara authorized execution of the same.

Drina Collins



FILED FOR RECORD
AT REQUEST OF
DEPARTMENT OF FINANCE
TAX COLLECTOR COUNTY OF SANTA CLARA
JUL 3 9 31 AM '69

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOWLES
RECORDER

8594 PG 241

NO FEE

CONVEYANCE OF REAL ESTATE

SOLD FOR NONPAYMENT OF PROPERTY TAXES FOR THE FISCAL YEAR 19⁶³-19⁶⁴

Sale No. 49639

THIS DEED, made _____ this 2nd day of July, 19⁶⁹,
between Edward N. Glaeser, Tax Collector of the _____ County of Santa Clara,
State of California, first party, and the State of California, second party, witnesseth:

THAT WHEREAS, The real property hereinafter described was duly assessed for taxation in the year 19⁶³,
to City Title Ins. Co.
and was thereafter on the 30th day of June, 19⁶⁴, duly sold to the State of California
for nonpayment of delinquent taxes which had been legally levied and were a lien on said real property, the total amount
for which the same was sold being \$134.52;

AND WHEREAS, Five years or more have elapsed since said sale and no person has redeemed the property;

NOW THEREFORE, In accordance with law, the first party hereby grants to the second party that certain real
property situated in the city of San Jose County of Santa Clara, State of California, described as follows:

40-377 491-12-066 formerly 489-61-073

More particularly described as:

Fillmore Tract beg inter cl Cunningham Ave & NW prol NE line Bel-
Aire Village unit #2 th SE 248 ft - NE 5 ft - SE 912 ft - NE 36.16 ft -
NW 1160 ft - SW 42.12 ft to beg ptn of lot 34

Edward N. Glaeser

Edward N. Glaeser

Director of Finance

IN WITNESS WHEREOF, Said first party has hereunto
set his hand the day and year first above written.

STATE OF CALIFORNIA
COUNTY OF Santa Clara

Tax Collector of the _____
County of Santa Clara

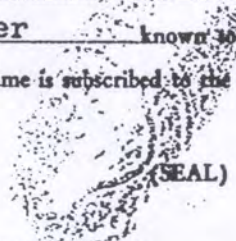
On July 2, 19⁶⁹, before me, George E. Fowles, County Clerk and
ex officio Clerk of the Superior Court of the State of California in and for the _____ County of
Santa Clara, personally appeared Edward N. Glaeser known to me to
be the Tax Collector of said Santa Clara County and the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same as such Tax Collector.

FOR USE OF STATE CONTROLLER

No. Acres _____ Redeemed _____
No. Lots _____ Cancelled _____

GEORGE E. FOWLES

County Clerk and ex officio Clerk of
the Superior Court



2405534

REID HILLVIEW AIRPORT

T. I.

Application No. 240597

BOOK

6029 PG 245

I.R.S.

#489-14-6
Grant Deed Individual

ANTON J. BONDESEN, as his separate property

the first part Y, hereby GRANT TO
COUNTY OF SANTA CLARA,
State of California

the second part y, all that real property situated in the
City of San Jose,
County of Santa Clara, State of California, described as follows:

2405534

BOOK- 6029 PG 245

Recorded at the request of
Title Insurance and Trust Company
MAY 17 1963 12:25 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

Above space for Recorder

AS DESCRIBED
IN ATTACHED EXHIBIT "A"

WITNESS my hand this

Signed and delivered in
the presence of:

X24X24

January 18, 1963
Anton J. Bondesen

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this 18th day of January, 1963, before me,

W. Chapman

a Notary Public in and for said County and State, personally appeared

Anton J. Bondesen

1 PARCEL ONE

2 All that certain real property situate in the City of
3 San Jose, County of Santa Clara, State of California,
described as follows:

4 Portion of Lot 34 as shown on the Map of the Subdivision
5 of the Fillmore Tract which Map was filed in the office
6 of the Recorder of Santa Clara County, California,
February 14, 1888 in Book C of Maps, at page 57 and
more particularly described as follows:

7 Beginning at a point in the center line of Cunningham
8 Avenue, at the Northerly common corner for Lots 34 and
9 35 as said Avenue and Lots are shown on the Map above
10 referred to; thence Southwesterly along the said center
11 line of Cunningham Avenue 120.00 feet; thence South-
12 easterly and parallel with the dividing line between
13 said Lots 34 and 35, a distance of 175 feet; thence
14 Northeasterly and parallel with the center line of
Cunningham Avenue 120 feet to a point on the said
dividing line between said Lots 34 and 35; thence
Northwesterly along said last named line a distance of
175 feet to the point of beginning.

14 PARCEL TWO

15 All that certain real property situate in the County of
16 Santa Clara, State of California, described as follows:

16 Beginning at a point in the center line of Cunningham
17 Avenue, distant thereon Southwesterly 120 feet from
18 the Northerly common corner for Lots 34 and 35, in
19 said center line of Cunningham Avenue as shown on the
20 recorded Map hereinafter referred to, which point is
21 also the Northwesterly corner of that certain parcel
22 of land conveyed by Donald F. Graves, et ux, to Kenneth
23 R. Tullis and Kathryn M. Tullis, his wife, by Deed
24 dated March 30, 1951 and recorded April 18, 1951 in
25 Book 2194 of Official Records, page 220, thence from
26 said point of beginning along said center line South-
27 westerly 112 feet to a point thereon distant 428 feet
28 Northeasterly from the most Westerly corner of Lot 33
29 as shown upon said Map hereinafter referred to; which
30 point is also the most Northerly corner of that certain
31 parcel of land conveyed by Donald F. Graves and Virginia M.
Graves, his wife, to Anthony H. Silva and Dorothey M.
Silva, his wife, by Deed dated February 16, 1951 and
recorded April 18, 1951 in Book 2193 of Official Records,
page 548; thence parallel with the Northeasterly line
of said Lot 33 and along the Northeasterly line of said
parcel conveyed to Silva Southeasterly 1320 feet to the
Southeasterly line of said Lot 34 and the Southeasterly
corner of said parcel conveyed to Silva; thence along
said Southeasterly line of said Lot 34 Northeasterly
232 feet to the Northeasterly line of said Lot 34; thence
along said Northeasterly line Northwesterly 946 feet to
a point on said Northeasterly line, said point being
distant Southeasterly thereon 374 feet from the most
Northerly corner of said Lot, which point is also the
Southeasterly corner of said parcel of land conveyed to

BEGINNING at a point in the Southeasterly line of Cunningham Avenue (60 feet wide) distant along said Southeasterly line North $49^{\circ} 51'$ East 270.00 feet from the point of intersection of said Southeasterly line with the common property line of Lots 39 and 40, as said Avenue and Lots are shown upon that certain map entitled, "Map of the Subdivision of the Fillmore Tract," which map was filed for record in the office of the County Recorder, Santa Clara County, California, in Book "C" of Maps, at page 57; thence along said Southeasterly line South $49^{\circ} 51'$ West 810.00 feet to a point in a line that is parallel with and distant 210.00 feet, measured at right angles, Southwesterly from the common property line of Lots 38 and said Lot 39, as said Lots are shown upon said map; thence at right angles to said Southeasterly line of Cunningham Avenue along said parallel line North $40^{\circ} 09'$ West 10.00 feet; thence at right angles and parallel with said Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 538.75 feet; thence at right angles North $40^{\circ} 09'$ West 50.00 feet to a point in the Northwesterly line of said Cunningham Avenue, last said point being distant South $49^{\circ} 51'$ West 1.25 feet along said Northwesterly line from the point of intersection of said Northwesterly line with the common property line of Lots 12 and 13, as said Lots 12 and 13 are shown upon said map; thence along said Northwesterly line North $49^{\circ} 51'$ East 40.00 feet to a point in a line that is parallel with and distant 38.75 feet, measured at right angles, Northeasterly from said common property line of said Lots 12 and 13; thence at right angles to said Northwesterly line along last said parallel line South $40^{\circ} 09'$ East 50.00 feet; thence at right angles and parallel with said Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 231.25 feet; thence at right angles South $40^{\circ} 09'$ East 10.00 feet to the point of beginning.

ADOPTED this 15th day of November, 1965; by the

following vote:

AYES: Councilmen - Miller, Shaffer, Solari, Welch and Pace.

NOES: Councilmen - None.

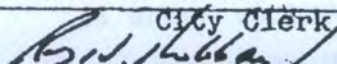
ABSENT: Councilmen - Fischer and James.


Mayor

L. PACE, M. D.

ATTEST:

FRANCIS L. GREINER

City Clerk


The foregoing instrument is a correct copy of the original on file in this office.

BOOK 9962 PAGE 480

line of said deed to STATE OF CALIFORNIA; thence along last said line S. 23°08'20" E., 64.70 feet to the southerly line of said deed to STATE OF CALIFORNIA; thence along last said line S. 66°51'40" W., 412.50 feet to the easterly line of the above-said PARCEL 1C; thence along last said line N. 23°08'20" W., 1053.12 feet to the point of commencement.

CONTAINING a net area of 19.498 acres, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway.

The bearings and distances used in the above description are on the California Coordinate System, Zone 3. Multiply the above distances by 1.0000183 to obtain ground level distances.

Reid Hillview Airport
Castro
T.O.#240582

BOCK 6090 PC464

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 13 day of February, 1962.

By: James T. Bell
~~Director~~/Assistant Director of
Public Works of the County of
Santa Clara

BOOK 5803 PG 436

Dated: November 23, 1962

Moses Chavez
Moses Chavez

STATE OF CALIFORNIA
COUNTY OF Santa Clara } ss

On November 23, 1962 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Moses Chavez

Ruth Ruiz Chavez
Ruth Ruiz Chavez

and
Ruth Ruiz Chavez

_____ known to me to be the person S whose name S ARE subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal)
Signature M M Brickwedel
M. M. Brickwedel
Name (Typed or Printed)

Notary Public in and for said County and State
If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Title Order No. _____
Escrow No. _____

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers, this 8th day of December, 1961

REID'S HILLVIEW AIRPORT, INC.

By *Cecil R. Reid* President
By *Robert William Reid* Secretary

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 8th day of December

a Notary Public in and for said County and State personally appeared

known to me to be the

known to me to be the

ment, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

, 1961, before me Lolita W. Narvaez

CECIL R. REID

President and ROBERT WILLIAM REID

Secretary of the corporation that executed the within and foregoing instrument on behalf of the corporation therein named and acknowledged to

Lolita W. Narvaez
LOLITA W. NARVAEZ Notary Public
My Commission Expires Feb. 27, 1963.

2427214 Application No. 240588

Hillview Airport

I.R.S.

#489-14-7 Grant Deed Individual

BETTY B. JILLSON

the first part y , hereby GRANT TO

COUNTY OF SANTA CLARA,
State of California

the second part y , all that real property situated in the

County of Santa Clara, State of California, described as follows:

2427214

BOOK 6075 PG 458

Recorded at the request of
Title Insurance and Trust Company
JUN 24 1963 10⁴⁶ AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

Above space for Recorder

BOOK 6075 PG 458

IX

(ENDORSED)
JUL 29 1966
PAUL R. TEILH, Clerk
P. E. NELSON
DEPUTY

When recorded return to:

1 SPENCER M. WILLIAMS, County Counsel
2 GERALD J. THOMPSON, Deputy County Counsel
3 Room 507, County Administration Building
4 70 West Hedding Street
5 San Jose, California 95110
6 Telephone: 299-2111

Attorneys for Plaintiff

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SANTA CLARA

11	COUNTY OF SANTA CLARA,	)	NO. 165094
12		:	
13	Plaintiff,	)	FINAL ORDER AND DECREE
14		:	OF CONDEMNATION
15	-vs-)	
16		:	
17	H. A. BARNICK; MARION BARNICK;)	
18	AMERICAN SECURITIES COMPANY, a	:	
19	corporation; WELLS FARGO BANK)	
20	AMERICAN TRUST COMPANY, a corpora-	:	
21	tion, et al.,)	
22		:	
23	Defendants.)	
24		:	

19 It appearing to the court that the above-named plaintiff has
20 complied with the terms of the Interlocutory Judgment of Condemna-
21 tion and is entitled to a Final Order and Decree of Condemnation.

22 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as
23 follows:

24 I

25 That the plaintiff, County of Santa Clara, does hereby con-
26 demn for public purposes as described in the Complaint on file
27 herein, in fee simple absolute, from defendants, H. A. BARNICK, also
28 known as HERMAN A. BARNICK, and MARION R. BARNICK, the following
29 described real property:

30 ---
31 ---

BOOK 6280 PAGE 211

2523457

BOOK 6280 PAGE 211

FILED FOR RECORD AT REQUEST OF

SAN JOSE WATER WORKS
NOV 20 11 42 AM 1959

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL A. TISHA
RECORDER

Handwritten initials: "HFD"

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Pacific, hereby grants to SAN JOSE WATER WORKS, a California corporation, hereinafter called San Jose, the right to excavate for, install, replace, maintain and use, at San Jose's sole risk and expense, an underground pipe line 31-3/8 inches in diameter for conveying water within the strip of land, situate in the County of Santa Clara, State of California, described as follows:

A strip of land of the uniform width of 10 feet extending entirely across the 3.995 acre parcel of land conveyed by Clementine Kampfen and others to Pacific Gas and Electric Company by deed dated May 20, 1949 and recorded in the office of the County Recorder of said County of Santa Clara in Book 1824 of Official Records at page 261 and lying equally on each side of the line which begins at a point in the southwesterly boundary line of said 3.995 acre parcel of land from which the intersection of the southwesterly boundary line of said 3.995 acre parcel of land with the southerly boundary line of Lot 1, as said lot is shown upon the Map of the Partition of the Lands of the Estate of Amos White filed for record in the office of said County Recorder in Book 1 of Maps at page 51, bears north 40° 14' west 14.91 feet distant and runs thence north 56° 16' east 50.32 feet, more or less, to a point in the northeasterly boundary line of said 3.995 acre parcel of land.

Handwritten note: "OK [unclear] 1-18-59"

Pacific reserves the right to replace, maintain and use its existing facilities in said strip of land, and the further right to erect, install, replace, remove, maintain, and use in, on, along and across said strip of land such underground pipe lines, for any and all purposes, and underground and overhead electric and communication lines, as it shall from time to time deem necessary in the conduct of its business.

San Jose shall have the right to use such portion of said 3.995 acre parcel

Consideration or value of interest conveyed herein does not exceed \$500.00

STATE OF CALIFORNIA

County of Santa Clara

} ss.

On this 1st day of November

Erma Evans

in the year one thousand nine hundred and sixty-three, before me

, a Notary Public, State of California, duly commissioned and sworn, personally appeared

Philip J. Cronin

known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn

deposed and said: that he reside s in the County of

Santa Clara, State of California;

that he to as present and saw Jose R. Lujan and

Lucy S. Lujan

(personally known to him to be the person s described in, and who executed the said within instrument as part ies thereto), sign, seal, and deliver the same; that the said Parties

duly acknowledged in the presence of said affiant, that they executed the same and that he, the said affiant, thereupon, and at the request of said Parties,

subscribed his name as a witness thereto.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Santa Clara County of Santa Clara the day and year in this certificate first above written.

Notary Public, State of California.

My Commission Expires January 10, 1966

BOOK 6392 PAGE 195

County shall construct and maintain its road within said real property so as (a) to maintain a minimum clearance of 12 inches between Pacific's existing pipe line and the substructure for said road and (b) not to reduce the vertical clearance between Pacific's existing electric transmission lines and the ground thereunder below the minimum requirements set forth in General Order No. 95 of the Public Utilities Commission of the State of California.

This grant is made subject to all the provisions of General Order No. 112B of the Public Utilities Commission of the State of California in like manner as though said provisions were set forth herein.

In the event that County's use of said real property shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Pacific's facilities then existing on said real property and County shall notify Pacific in writing of such necessity, Pacific shall proceed to effect such rearrangement, relocation, reconstruction or removal and County agrees to reimburse Pacific for its costs in complying with such notice.

This conveyance is made for the purpose of constructing a road and Pacific hereby releases and relinquishes to County any and all abutter's access rights, appurtenant to Pacific's remaining real property, in and to said road over and across the courses hereinbefore designated (5) and (6) and also over and across the lines described as follows:

Line 1. Beginning at the northwesterly terminus of said course designated (5) and running thence north 44° 28' west, along the northeasterly boundary line of said 3.995 acre parcel of land, 145.54 feet.

Line 2. Beginning at the southwesterly terminus of said course designated (6) and running thence southwesterly on a curve to the right with

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS.

On June 17, 1964 before me, the under
signed, a Notary Public in and for said State, personally appeared

AMELIA TORRES

known to me to be the person whose name is

subscribed to the within instrument, as the Attorney in fact of
EDWIGES LOZANO TORRES

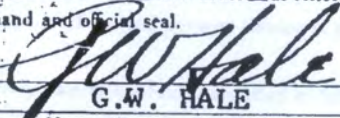
and acknowledged to me that she subscribed the name of
EDWIGES LOZANO TORRES

principal and her own name as Attorney in fact.

WITNESS my hand and official seal.

(Seal)

Signature



G.W. HALE

Name (Typed or Printed)

Notary Public in and for said State

24

STAPLE HERE

Reid Hillview Airport
Torres, Edwiges
3511-14-3

CERTIFICATE OF ACCEPTANCE

(GOVERNMENT CODE SECTION 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 16th day of June 1964.

By: James T. Tolk
~~Acting~~ Director of Public Works
County of Santa Clara

deemed to be a covenant against the existence of any thereof.

The provisions hereof shall inure to the benefit of and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF Pacific has executed these presents this 9th day of February, 1965.

2815964

BOOK 6890 PAGE 17

FILED FOR RECORD AT REQUEST OF

CITY OF SAN JOSE
MAR 22 8 28 AM 1965

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER



PACIFIC GAS AND ELECTRIC COMPANY

By [Signature]
Its Vice President and Assistant General Manager

And By [Signature]
Its Secretary

42-4203 9-64 INCORPORATION

STATE OF CALIFORNIA

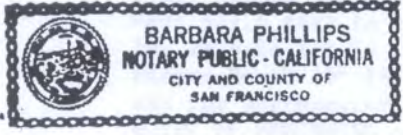
City and County of San Francisco

On this 10th day of February, in the year 1965, before me, Barbara Phillips

a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared R. L. Hayden and E. E. Manhard

known to me to be the Vice President and Assistant General Manager and Secretary, respectively,

of the corporation that executed the within instrument, and to be the persons who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, the day and year in this certificate first above written.

[Signature]
Barbara Phillips

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires June 1, 1968

This is to certify that the interest in real property conveyed by the deed or grant dated 2-9-65, from Pacific Gas & Electric Co.

to the City of San Jose, a municipal corporation of the State of California, is hereby accepted by the undersigned officer of said City on behalf of the Council of the City of San Jose, pursuant to authority conferred by Resolution No. 17670, of the Council of the City of San Jose, adopted on the 2nd day of November, 1959, and recorded in book 4597 page 461. The Grantee consents to recordation thereof by its duly authorized officer.

Dated: 3-18-65

A. P. HAMANN

WHEN RECORDED, MAR 20 70U
PLEASE MAIL THIS INSTRUMENT TO

9682 * 16.50

LIBER 8864 PG 586

Mr. and Mrs. Irving Perlitch
P. O. Box 425
Morgan Hill, California 95037

RECORDED AT THE REQUEST OF
First American Title Co.
of Santa Clara County
MAR 20 1970 9:00 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

LIBER 8864 PG 586

Order No. A. P. 822-13-83
Escrow No. MH 37247
Loan No. _____

MP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declares that the Documentary Transfer Tax payable hereon is \$ 16.50

Computed on full value of property conveyed.

Computed on full value less liens and encumbrances remaining at time of sale.

By: S. Riley
Signature of Declarant or agent Firm name

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

JOINT TENANCY

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
PAUL RIEMER, AN UNMARRIED MAN

, do hereby

GRANT to

IRVING PERLITCH AND JANICE PERLITCH, HUSBAND AND WIFE, AS JOINT TENANTS

the real property in the _____ County of Santa Clara
State of California, described as:

For Description see Exhibit A Attached hereto and made a part hereof by reference.

Dated: March 17th 1970

STATE OF CALIFORNIA
COUNTY OF Santa Clara } ss.

On March 19, 1970
before me, the undersigned, a Notary Public in and for said
State, personally appeared Paul Riemer

Paul Riemer
Paul Riemer

known to me to be the person _____ whose name is _____
subscribed to the within instrument and acknowledged that
_____ he _____ executed the same.

WITNESS my hand and official seal.
Signature John H. Lawler
John H. Lawler
Name (Typed or Printed)

JOHN H. LAWLER
NOTARY PUBLIC
Santa Clara County, Calif.
My commission expires Mar. 22, 1973

STATE OF CALIFORNIA,

County of Santa Clara } ss

BOOK 6280 PAGE 214

On this 21st day of October in the year one thousand nine hundred and 63,

before me, _____, a Notary Public,
State of California, duly commissioned and sworn, personally appeared
N. E. Andrew and L. M. Cali

known to me to be the Vice-President and Secretary
of the corporation described in and that executed the within instrument, and also known to me to be
the person S who executed the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same _____

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the
County of Santa Clara the day and year in this certificate
first above written.

Dorothy M. Steed

DOROTHY M. STEED Notary Public, State of California.

My Commission Expires March 29, 1966



WITNESS my hand this 29th day of March, 1963

Mrs. Betty B. Jillson

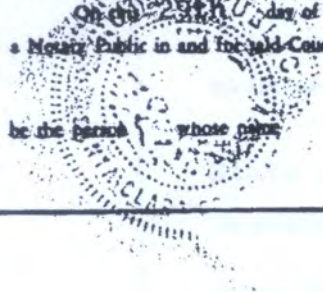
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On the 29th day of March, 1963, before me, WILLIAM R. CHRISTY
a Notary Public in and for said County and State, personally appeared

BETTY B. JILLSON

be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she knows to me to executed the same.

William R. Christy
WILLIAM R. CHRISTY Notary Public



3 ✓

JILLSON
Reid Hillview
T1 240588

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of May, 1962³.

By: James T. Tolt
Director/Assistant Director of
Public Works of the County of
Santa Clara

BEGINNING at a point on the Southeasterly line of Cunningham Avenue, that is distant thereon South $49^{\circ} 51'$ West 150.0 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown upon the Map herein referred to; thence continuing along the said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50.0 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240.0 feet; running thence at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50.0 feet; running thence parallel with said dividing line North $40^{\circ} 09'$ West 240.0 feet to the point of beginning and being a part of Lot 39, as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was filed for record February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

BOOK

6075
Pc459

Recorded at request of
SURETY TITLE & GUARANTY COMPANY
Order #105015-A
Tax parcel #491-15-4

4172340

BOOK 9662 PAGE 270

FOR RECORDER'S USE ONLY

3003-6968
AFTER RECORDING, RETURN TO:
County Counsel
70 W. Hedding St.,
San Jose, Ca. 95110
Capitol III
File No. 103.137
Parcel 2623-17

BOOK 9662 PAGE 270

RECORDED AT THE REQUEST OF
SURETY TITLE & GUARANTY COMPANY

JAN 11 1972 800-AM

GEORGE E. FOWLES, RECORDER
Santa Clara County, Official Records

No stamps to be affixed

DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Pacific, hereby grants to COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called County, the real property, situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Beginning at the northwesterly terminus of a course in the southwesterly boundary line of the 3.995 acre parcel of land conveyed by Clementine Kampfen and others to Pacific Gas and Electric Company by deed dated May 20, 1949 and recorded in the office of the County Recorder of said County of Santa Clara in Book 1824 of Official Records at page 261, which course according to the description contained in said deed dated May 20, 1949 has a bearing of north 41° 09-1/2' west and a length of 19.1 feet, and running thence along the boundary lines of said 3.995 acre parcel of land the following four courses, namely:

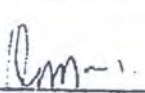
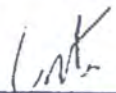
- (1) south 41° 06' east, along said course which has a bearing of north 41° 09-1/2' west and a length of 19.1 feet, a distance of 19.10 feet to the southwest corner of said 3.995 acre parcel of land,
- (2) north 68° 12' east, along the southeasterly boundary line of said 3.995 acre parcel of land, 52.88 feet to the southeast corner of said 3.995 acre parcel of land, said southeast corner being the most easterly corner of the parcel of land delineated and designated K on the Record of Survey Map filed for record in the office of said County Recorder in Book 254 of Maps at page 35,

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of DEC 13 1971, 19____.

By  
Chairman, Board of Supervisors
County of Santa Clara

Dated this 28th day of September 19 70

Signed and delivered in the presence of

GEORGE GARBINI

George Garbini
ALICE GARBINI

Alice Garbini

GRANTOR

STATE OF CALIFORNIA

County of Santa Clara } ss.

On September 28, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared George Garbini and Alice Garbini

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

FRANCIS N. CRAWFORD
NOTARY PUBLIC - CALIFORNIA

PRINCIPAL OFFICE
SANTA CLARA COUNTY

COMMISSION EXPIRES JULY 21, 1973

(Seal) Francis N. Crawford

Francis N. Crawford
Name (Typed or Printed)

Notary Public in and for said County and State

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

County of } ss.

On before me, the undersigned, a Notary Public in and for said State, personally appeared

known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of State of California; that he was present and saw

personally known to him to be the person described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

(Seal)

Name (Typed or Printed)

Notary Public in and for Said County and State

(CERTIFICATE OF ACCEPTANCE, GOVT. CODE, SECTION 27281)

This is to certify, that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

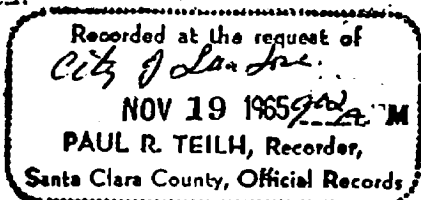
In witness whereof, I have hereunto set my hand on OCT 13 1970, 19

By Chairman, Board of Supervisors

County of Santa Clara



RES - 7/13/65
St. Vac.
FPP:FTL:LT:B
11-15-65



RESOLUTION NO. 28313

A RESOLUTION OF THE CITY OF SAN JOSE VACATING
A PORTION OF CUNNINGHAM AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

WHEREAS, this Council did, on date of October 18, 1965,
adopt its Resolution No. 28189 of Intention to vacate a portion
of Cunningham Avenue

in accordance with the provisions of Part 3, Division 9 of the
Streets and Highways Code of the State of California, referring to
a map on file in the office of the City Clerk for particulars of,
and fixing a time and place for hearing all persons interested in
or objecting to the proposed vacation; and

WHEREAS, on Monday, the 15th day of Nov. 1965, in the
Council Chambers of the City of San Jose, this Council did convene
and give hearing to all persons offering evidence on the proposed
street vacation; and

WHEREAS, this Council finds that the Resolution of Inten-
tion was duly published in a newspaper of general circulation in
the City of San Jose, and that notices, stating the passage of the
Resolution of Intention and the time and place of public hearing,
were posted along said portion of Cunningham Avenue
to be vacated, in accordance with State law; and

WHEREAS, this Council finds from all the evidence submitted
that the portion of street described in the said Resolution of Inten-
tion is unnecessary for present or prospective public street purposes;

NOW, THEREFORE, it is hereby ordered that the said portion
of Cunningham Avenue
in the City of San Jose, County of Santa Clara, State of California,
as shown on that map entitled " Map Showing portion of Cunningham Avenue

130.14 feet along said Northerly line to the point of beginning.

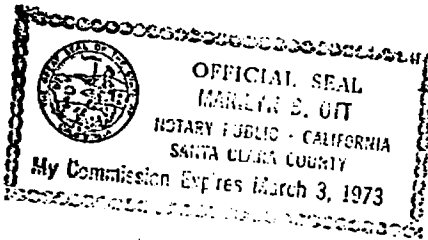
WITNESS my hand on JUL 1 1969.

Sig Sanchez
Chairman, Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On July 1, 1969, before me, Marilyn B. Ott,

personally appeared Sig Sanchez, known to me to be the
Chairman of the Board of Supervisors of the County of Santa Clara,
State of California, and known to me to be the person who executed
the within instrument on behalf of said County and acknowledged
to me that said County of Santa Clara authorized execution of the
same.



Marilyn B. Ott
Notary Public

RECORDED
JUL 10 1969
SANTA CLARA COUNTY

This document is being recorded
free for the County of Santa
Clara pursuant to Government
Code Section 6103

3650300
BOOK 8600 PG 639

FILED FOR RECORD
AT REQUEST OF

COUNTY COUNSEL

JUL 10 2 03 PM '69

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOWLES
RECORDER

NO FEE

IRS.

Grant Deed Individual
also known as Edward B. Perales
Edward B. Perales/and
Esther M. Perales, /his wife
also known as Esther M. Perales

the first parties, hereby GRANT TO the
County of Santa Clara, STATE
OF CALIFORNIA

the second party, all that real property situated in the
City of San Jose
County of Santa Clara, State of California, described as follows:

FILED FOR RECORD
AT REQUEST OF
Insurance and Trust Company
JAN 31 1 50 PM 1964
OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER
BOOK 6359 PAGE 52
Above space for Recorder

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PORTION OF LOT 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane, distant thereon North 50° East 230.77 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid et ux to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 Official Records, page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the Fillmore Tract above referred to; running thence North 50° East along the said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 65.00 feet; thence leaving said last named line and running North 40° 09' West and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to an iron pipe; running thence South 50° West and parallel with the said center line of Swift Lane, 65.00 feet to an iron pipe; running thence South 40° 09' East and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to the point of beginning.

WITNESS

hand

this

10th

day of

December

1963

Edward B. Perales
Edward B. Perales

Esther M. Perales
Esther M. Perales

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this 10th day of December, 1963, before me, JOANNE L. SMITH

T1 - 247027
Reid Hillview
City of San Jose

BOOK 6175 PG 74
489-32-5

248021

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of August, 1962.

By: [Signature]
~~Director~~/Assistant Director of
Public Works of the County of
Santa Clara

2473666

JRK:meb
Revision of 1/4/62

BOOK 6175 PG 72

D.H.

Recorded at the request of
Title Insurance and Trust Company
SEP 3 1963 11:33 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

Dated this 19th day of March

Signed and delivered in the presence of

Michael T. O'Kane
MICHAEL T. O'KANE

GRANTOR

STATE OF CALIFORNIA

County of Santa Clara ss.

On March 19, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael T. O'Kane

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



(Seal) Justin F. Mitchell

Name (Typed or Printed)

Notary Public in and for said County and State

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

County of _____ ss.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____

known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of _____ State of California;

that he was present and saw _____

personally known to him to be the person described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

(Seal)

Name (Typed or Printed)

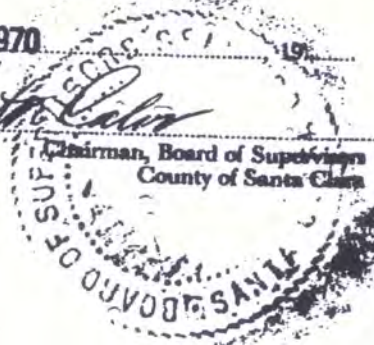
Notary Public in and for Said County and State

(CERTIFICATE OF ACCEPTANCE, GOVT. CODE, SECTION 27281)

This is to certify, that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof, I have hereunto set my hand on APR 7 1970

By Justin F. Mitchell
Chairman, Board of Supervisors
County of Santa Clara



STATE OF CALIFORNIA

ss. BOOK 9662 PAGE 282

City and County of San Francisco

On this 31 day of August, in the year 1971, before me, Lucille Mullen a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared

Nolan H. Daines and J. F. Taylor

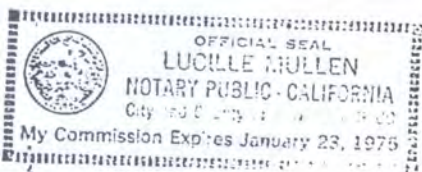
known to me to be the Manager, Land Department, and the Secretary, respectively,

of the corporation that executed the within instrument, and to be the person who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, the day and year in this certificate first above written.

Lucille Mullen (Signature) Lucille Mullen

Notary Public in and for the City and County of San Francisco, State of California My Commission Expires January 23, 1975

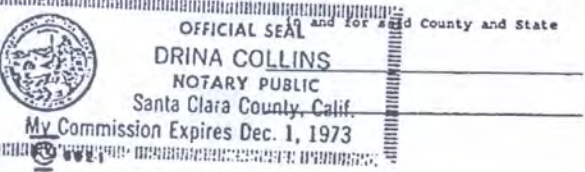


STATE OF CALIFORNIA)) ss) COUNTY OF SANTA CLARA)

On 10/5/71 before me Drina Collins personally appeared Dominic L. Cortese and Donald M. Rains, known to me to be the

Chairman and Clerk of the Board of Supervisors of the County of Santa Clara, State of California, respectively, and known to me to be the persons who executed the within instrument on behalf of said County, and acknowledged to me that said County of Santa Clara authorized execution of the same.

Drina Collins (Signature) Notary Public



STATE OF CALIFORNIA, County of Merced

ON March 15, 1977, before me, the undersigned a Notary Public in and for the State of California with principal office in the County of Merced, personally appeared

Alys Marie Mellow

known to me to be the person whose name is _____ subscribed to the within Instrument, and acknowledged to me that she executed the same. **WITNESS** my hand and official seal.



OFFICIAL SEAL
NANCY BETTENCOURT
NOTARY PUBLIC - CALIFORNIA
MERCED COUNTY
My comm. expires MAR 3, 1980

777 West 22nd St. Merced, CA 95340

Nancy Bettencourt
SIGNATURE OF NOTARY

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

NOTARY'S NAME AND COMMISSION
EXPIRATION DATE PRINTED

STATE OF CALIFORNIA

County of CONTRA COSTA

On this 1st day of April

Seventy-Seven hundred and _____ before me Darlene Cope

a Notary Public, State of California, duly commissioned and sworn personally appeared

HENRY S. KNUDSEN

known to me to be the person whose name _____ subscribed to the within instrument and acknowledged to me that he executed the same

CONTRA COSTA CALIFORNIA

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of _____ the day and year in this certificate first above written.



DARLENE COPE
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY

My commission expires Apr. 11, 1979

Darlene Cope
Notary Public, State of California

My Commission Expires 4/11/79

State of California
County of Santa Clara

On this 20th day of August, in the year of our Lord One Thousand
Nine Hundred and Forty seven, before me, S. T. PEREIRA

a Notary Public in and for said County of Santa Clara
State of California, residing therein, duly commissioned and sworn, personally appeared

CLEM MERCIER AND ETHEL MERCIER, his wife, as joint tenants

known to me to be the person described in and whose name is subscribed to the within
instrument and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official Seal at my office in said
County of Santa Clara the day and year in this certificate first

above written.



S. T. Pereira

Notary Public in and for said County of
Santa Clara State of California.

My Commission expires January 8, 1950

477151

BPD

CLEM MERCIER et ux

-TO-

WILLIAM R. CARROLL et ux

Dated August 20, 1947

INDEXED
GRANTOR
GRANTEE
SPECIAL
PAGES

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

AUG 29 1947 at 2:39 P.M.
recorded in Vol. of Official Records,
et seq., Santa Clara
County Records.

Richard A. [Signature]
RECORDS

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

TITLE INSURANCE COMPANY
Street, San Francisco

66 North First St.
San Jose

ASSOCIATED OFFICES

County
and Guaranty Company
Millin St., Oakland

County
Abstract & Title Company
Court Street

County
Title Company
Street, San Rafael

County
Abstract Company
Street, Salinas

County
Title Insurance Company
Street, San Jose

County
Title Company
Street, Santa Cruz

County
Title Company
Main Street, Stockton

County
Title Insurance Company
W. Redwood City

County
Title Company
Winnua, Santa Rosa

County
Title Company
Sacramento

RECORDING REQUESTED BY 2300067

2300067 #240581 mmt

BOOK 5903 PG 435

BOOK 5903 PG 435

AND WHEN RECORDED MAIL TO

Name
Street
Address
City &
State

County of Santa Clara
County Counsel
70 West Rosa Street
San Jose, California

Recorded at the request of
Title Insurance and Trust Company
NOV 26 1962 / OHS DAM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIX I.R.S. s. None.....IN THIS SPACE

Assessment No. 489-14-15

Grant Deed

TO 405 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

MOSES CHAVEZ and RUTH RUIZ CHAVEZ, husband and wife

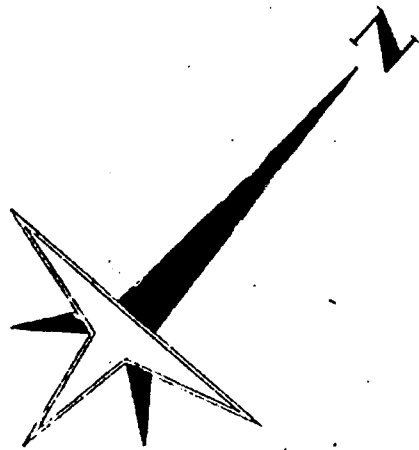
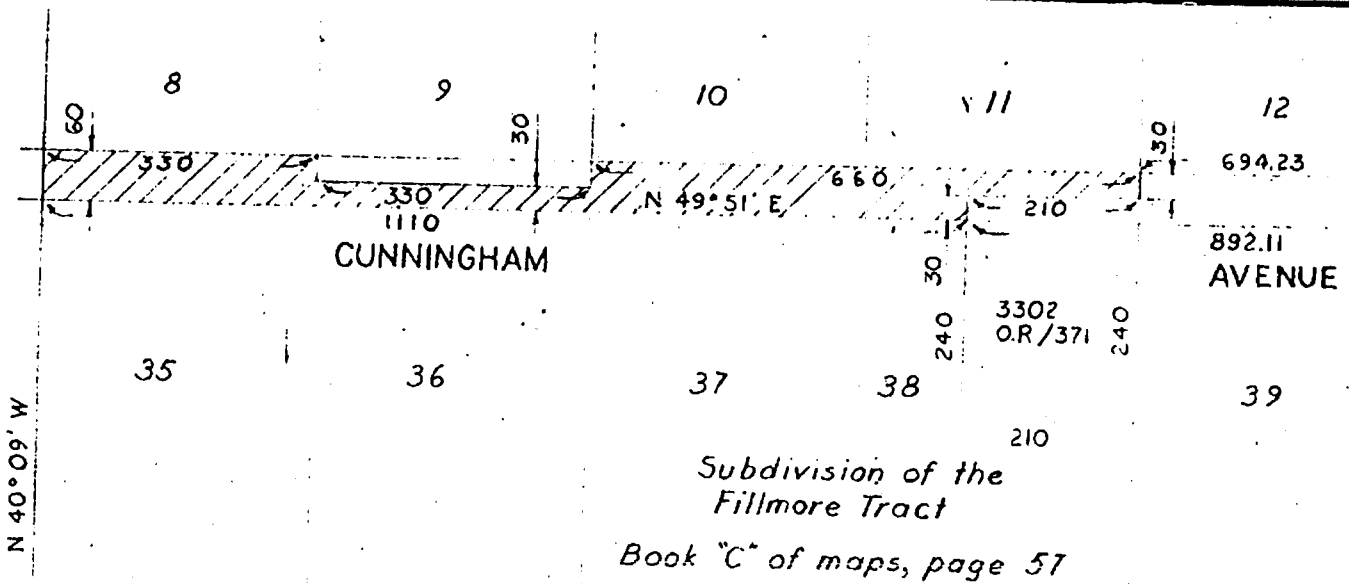
hereby GRANT(S) to

COUNTY OF SANTA CLARA, State of California

the following described real property in the City of San Jose
County of Santa Clara, State of California:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 290.87 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, thence along said center line of Swift Avenue, South 28° 44' East 143.81 feet; thence parallel with the Southeasterly line of Lot 40, as shown on said Map South 49° 51' West 294.82 feet to the dividing line between Lots 39 and 40 as shown on said Map, thence along said dividing line North 40° 09' West 140.96 feet to a point which bears South 49° 51' West and parallel with said Southeasterly line of Lot 40, 323.29 feet from the point of beginning, thence North 49° 51' East and parallel with said Southeasterly line of Lot 40, 323.29 feet to the point of beginning containing 1 acre, more or less, and being a portion of Lot 40 as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was recorded February 14, 1888 in the office of the County Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57.

1X



Scale: 1" = 200'

Date: Aug. 17, 1962

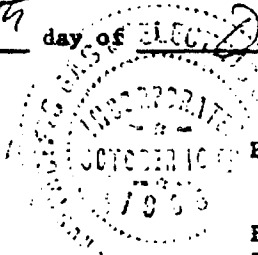
Approved: *[Signature]*

M A

Showing portions of Cunningham Avenue propo

respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate this 24th day of October, 1963.



State of California,
City and County of San Francisco } ss.
On this 24th day of October, in the year 1963, before me,
Rita J. Green Notary Public in and for the said
City & County, duly commissioned and sworn, personally appeared
J.S. Moulton & J.F. Taylor
known to me to be the Vice-Pres. & Exec. Engr.
& Asst. Secretary

of the corporation that executed the within and foregoing instrument, and to be the persons who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, in the City & County of San Francisco the day and year in this certificate first above written.

Rita J. Green
Notary Public in and for the City and County of San Francisco State of California
My Commission Expires July 16, 1967

PACIFIC GAS AND ELECTRIC COMPANY

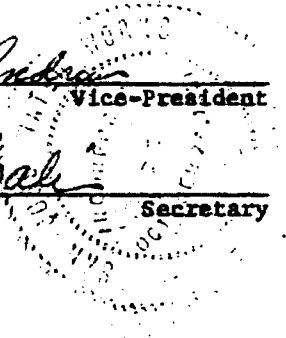
By [Signature]
Its Vice-President and Executive Engineer

And By [Signature]
Its Assistant Secretary

SAN JOSE WATER WORKS

By [Signature]
Its Vice-President

And By [Signature]
Its Secretary



San Jose
LD Est. 268
T.7S., R.1E.,
M.D.B.&M.
159 mc

Prepared [Signature]
Checked [Signature]

JUL-6 '63

FILED FOR RECORD
AT REQUEST OF

CITY OF SAN JOSE

Dec 3 8 49 AM 1965

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

When Recorded
Return to:
CITY CLERK
Room 408, City Hall
San Jose, Calif.

RES - 7/13/65
St. Vac.
FPP:FTL:LT:B
11-15-65

2969394

D.H.
BOOK 7198 PAGE 136

RESOLUTION NO. 28313

A RESOLUTION OF THE CITY OF SAN JOSE VACATING
A PORTION OF CUNNINGHAM AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

WHEREAS, this Council did, on date of October 18, 1965,

adopt its Resolution No. 28189 of Intention to vacate a portion
of Cunningham Avenue

in accordance with the provisions of Part 3, Division 9 of the
Streets and Highways Code of the State of California, referring to
a map on file in the office of the City Clerk for particulars of,
and fixing a time and place for hearing all persons interested in
or objecting to the proposed vacation; and

WHEREAS, on Monday, the 15th day of Nov. 1965, in the
Council Chambers of the City of San Jose, this Council did convene
and give hearing to all persons offering evidence on the proposed
street vacation; and

WHEREAS, this Council finds that the Resolution of Inten-
tion was duly published in a newspaper of general circulation in
the City of San Jose, and that notices, stating the passage of the
Resolution of Intention and the time and place of public hearing,
were posted along said portion of Cunningham Avenue
to be vacated, in accordance with State law; and

WHEREAS, this Council finds from all the evidence submitted
that the portion of street described in the said Resolution of Inten-
tion is unnecessary for present or prospective public street purposes;

NOW, THEREFORE, it is hereby ordered that the said portion
of Cunningham Avenue

in the City of San Jose, County of Santa Clara, State of California,

D.H.

AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

When Recorded
 Return to:
 CITY CLERK
 Room 408, City Hall
 San Jose, Calif.

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "Pacific", hereby grants to CITY OF SAN JOSE, a municipal corporation, hereinafter called "City", the right to excavate for, install, replace (of the initial or any other size), maintain, and use a pipe line for sanitary sewer purposes, together with a right of way, within each of the strips of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PARCEL I

Beginning at a point in the centerline of Cunningham Avenue, as said Cunningham Avenue is delineated and so designated upon the map of the Fillmore Tract, filed for record in the office of the County Recorder of said County of Santa Clara in Book "C" of Maps at page 57, said point of beginning being a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map from which the 3/4 inch iron monument in the centerline of said Cunningham Avenue, marking the most easterly corner of lot 16, as said lot 16 is delineated and so designated upon said map, bears North 68° 09 1/2' East 923.7 feet distant and running thence South 68° 09 1/2' West along the centerline of said Cunningham Avenue, 53.0 feet; thence North 41° 09 1/2' West 19.1 feet; thence North 44° 31 1/2' West 627.6 feet to a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map; thence North 40° 14' West, along the last mentioned boundary line, and the northwesterly prolongation thereof, 621 feet to the TRUE POINT OF BEGINNING of the centerline of the herein described ten foot wide easement. Thence from the True Point of Beginning North 64° 49' 50" East 52 feet, more or less, to a point on the easterly line of the lands of the Pacific Gas and Electric Company, said point also being the easterly terminus of the centerline of the herein described easement.

PARCEL II

Beginning at a point in the centerline of Cunningham Avenue, as said Cunningham Avenue is delineated and so designated upon the map of the Fillmore Tract, filed for record in the office of the County Recorder of said County of Santa Clara in Book "C" of Maps at page 57, said point of beginning being a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map from which the 3/4 inch iron monument in the centerline

consideration or value of interest conveyed
 herein does not exceed \$100.00

CERTIFICATE OF ACCEPTANCE

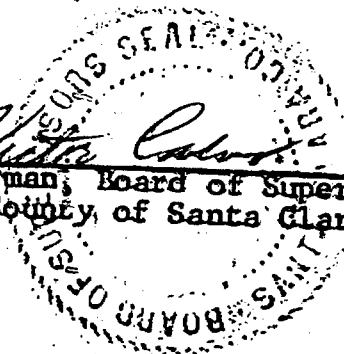
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, in accordance with that certain resolution adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand

on FEB 9 1970

By *Victor Calvert*
Chairman, Board of Supervisors
County of Santa Clara



NO FEE

JRK
5/9/69

3761471
BOOK 8825 PAGE 282
FILED FOR RECORD
AT REQUEST OF
COUNTY COUNCIL
FEB 10 2 09 PM '70
OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOWLES
RECORDER

BOOK 1824 PAGE 262

to Grantors the right to construct, maintain and use across said real property such roads, pipes and ditches as Grantors shall reasonably require in connection with Grantors' use of the premises retained by Grantors and in such locations as will not interfere with Grantee's use of said real property.

This grant shall inure to the benefit of and bind the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF Grantors have executed these presents this 20th day of May 1949.

Clementina Kampfen
William Kampfen
Angeline Kampfen
Ida Howard

Executed in the presence of:

James E. Bennett
Witness

SAN JOSE ABSTRACT & TITLE INSURANCE CO.
583721
FILED FOR RECORD
AT REQUEST OF
SAN JOSE ABSTRACT & TITLE INSURANCE CO.
1949 JUL 23 AM 10:58
BOOK 1824 PAGE 261

RECORDED
INDEXED
MAY 27 1949
P.W.

280 19

STATE OF CALIFORNIA;

County of Santa Clara

On this 20th day of May in the year one thousand nine hundred and forty-nine, before me

Eva Mitchell, a Notary Public in and for the County of Santa Clara State of California, residing therein, duly commissioned and sworn, personally appeared James E. Bennett

known to me to be the person whose name is subscribed to the within instrument as witness thereto, who, being by me duly sworn

deposed and said: that he reside in San Mateo County of California State of California

that he was present and saw Clementina Kampfen, William Kampfen,

(personally known to him to be the person described in, and who executed the said within instrument as parties thereto), sign, seal, and deliver the same; that the said

Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly duly acknowledged in the presence of said affiant, that they executed the same and that he, the said

affiant, thereupon, and at the request of said Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly subscribed his name as witness thereto.

Angeline Kampfen, and Ida Kampfen, formerly Ida Howard,

Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly Ida Howard,

James E. Bennett, Notary Public, Santa Clara County, California.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal

RECORDING REQUESTED BY

Title Insurance and Trust Co. ^{DEC 19 75 U}
SJ-371134

9867 * 22.00

5179867
B 781 PAGE 745

AND WHEN RECORDED MAIL TO

B 781 PAGE 745

RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
DEC 19 1975 8:00 AM
George A. Mann, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

Name
Street Address
City & State
Regional Chapter of the
Antique Airplane Assoc.
P.O. Box 434
Campbell, CA 95008

500

MAIL TAX STATEMENTS TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Name
Street Address
City & State
Same as above

Grant Deed

Full Value

D.T.T. \$ 22.00

TO 409 CA (5-66)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

825-10-3

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

IRVING PERLITCH and JANICE PERLITCH, husband and wife

hereby GRANT(S) to NORTHERN CALIFORNIA REGIONAL CHAPTER OF ANTIQUE AIRPLANE ASSOCIATION

the following described real property in the
County of Santa Clara, State of California:

See Schedule C as attached hereto for legal description and by this reference made a part hereof.

Dated December 8, 1975

Irving Perlitch
Irving Perlitch

Janice Perlitch
Janice Perlitch

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } ss.

On December 12, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Irving Perlitch and Janice Perlitch

known to me to be the persons whose names subscribed to the within instrument and acknowledged that

SJ 318479 jj1
APN 822-13-85

Return to: Office of the County Counsel
507 County Administration Bldg.
70 West Hedding Street
San Jose, CA 95110

BOOK 9111 PAGE 532

3899693

RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
NOV 5 1970 8:00 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

OK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TAX DUE
GRANT DEED

(INDIVIDUAL)

Document No. 7314-26 800.31

Project South County Airport

GEORGE GARBINI and ALICE GARBINI, his wife,

GRANT to the COUNTY OF SANTA CLARA all that real property in the
County of Santa Clara, State of California, described as:

The South one half of SUBDIVISION A of Lot 136 of the San Martin
Ranch, said South one half of SUBDIVISION A of Lot 136 being all
that area of SUBDIVISION A Southerly of a line joining the mid-
points of the Northeasterly line and the Southwesterly line of
said SUBDIVISION A, said line being parallel to the Southeasterly
boundary of SUBDIVISION A of Lot 136 as shown upon that certain
Map entitled "San Martin Ranch Map No. 3", which Map is recorded
in Book G of Maps at page 69 in the Office of the County Recorder
of Santa Clara County, California.

ORIG - COUNTY COUNSEL

OCT 13 1970

BOOK 9111 PAGE 532



Grant Deed Individual
GUADALUPE G. GARCIA and DOMINGA F. GARCIA

2348055
LIBER 5907 PG 28
Recorded at the request of
Title Insurance and Trust Company
FEB 15 1963 11:40 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Recorder
Above space for Recorder D.H.

the first part **ies**, hereby GRANT TO
COUNTY OF SANTA CLARA,
State of California
the second part **y**, all that real property situated in the
County of Santa Clara, State of California, described as follows:

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Cunningham Avenue, distant thereon South 68° 12' West 30.22 feet, and South 49° 51' West 202.45 feet from the point of intersection of said center line of Cunningham Avenue with the center line of Swift Avenue, as shown upon the Map hereinafter referred to; thence running along said center line of Cunningham Avenue, South 49° 51' West 50.00 feet; thence leaving said center line and running parallel with the line dividing Lots 39 and 40, as shown upon the Map hereinafter referred to, South 40° 09' East 165.15 feet; thence parallel with the center line of Cunningham Avenue, North 49° 51' East 50.00 feet; thence parallel with the line dividing said Lots 39 and 40, North 40° 09' West 165.15 feet to the point of beginning, and being a portion of Lot 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.



WITNESS *Their* hand *S* this *20th* day of *December*, 19*62*.
SIGNED AND DELIVERED IN THE PRESENCE OF:

Walter Doyle

Guadalupe G. Garcia
Dominga F. Garcia

RECORDING REQUESTED BY

BOOK 9644 PAGE 284

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO

NAME Santa Clara County
STREET ADDRESS 70 West Hedding St.
CITY, STATE ZIP San Jose, California

RECORDED AT THE REQUEST OF Title Insurance and Trust Company
DEC 28 1971 8:00 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

BOOK 9644 PAGE 284

Title Order No. Escrow No.

Handwritten initials and 'This space for Recorder's use'

GRANT DEED

GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is None Required
[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MARY GHIGGERI, Administratrix of the Estate of JOE GARBINI, also known as JOSEPH GARBINI, also known as GIUSEPPI GARBINI, deceased, hereby GRANT(S) to

Santa Clara County

the following described real property in the County of Santa Clara, State of California:

Subdivision B of Lot 135 of the San Martin Ranch Map No. 3 as laid down and delineated upon a Map entitled, "San Martin Ranch Map No. 3, being C. H. Phillip's Re-Subdivision of Lots 68 to 107 incl. and 132 to 168 incl. of San Martin Ranch Map No. 2, as recorded in Book G of Maps, pages 38 and 39, Santa Clara County Records", which said Map was filed on June 8, 1893 and recorded therein in Book G of Maps, page 69, and the North 1/2 of Subdivision A of Lot 136 of the San Martin Ranch as laid down and delineated on San Martin Ranch Map No. 3 which Map is recorded in Book G of Maps, page 69.

This deed is executed pursuant to an order given and made by the Superior Court of the State of California, in and for the County of Santa Clara, on the 2nd day of September, 1971, in a proceeding therein pending entitled, "In the Matter of the Estate of Joe Garbini, also known as Joseph Garbini, also known as Giuseppe Garbini, deceased, and numbered 79380 in the files and records of said court", a certified copy of which order is recorded contemporaneously herewith in the office of the County Recorder of said County, to which reference is hereby made.

Dated September 23, 1971

MARY GHIGGERI, Administratrix

STATE OF CALIFORNIA COUNTY OF SANTA CLARA } ss.

On September 23, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared

MARY GHIGGERI, Administratrix

known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that she executed the same. Witness my hand and official seal.

Signature Ruth R. Volzing

My Commission expires: 11/20/72.

(Space above for official notarial seal)



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name Street Address City & State Zip

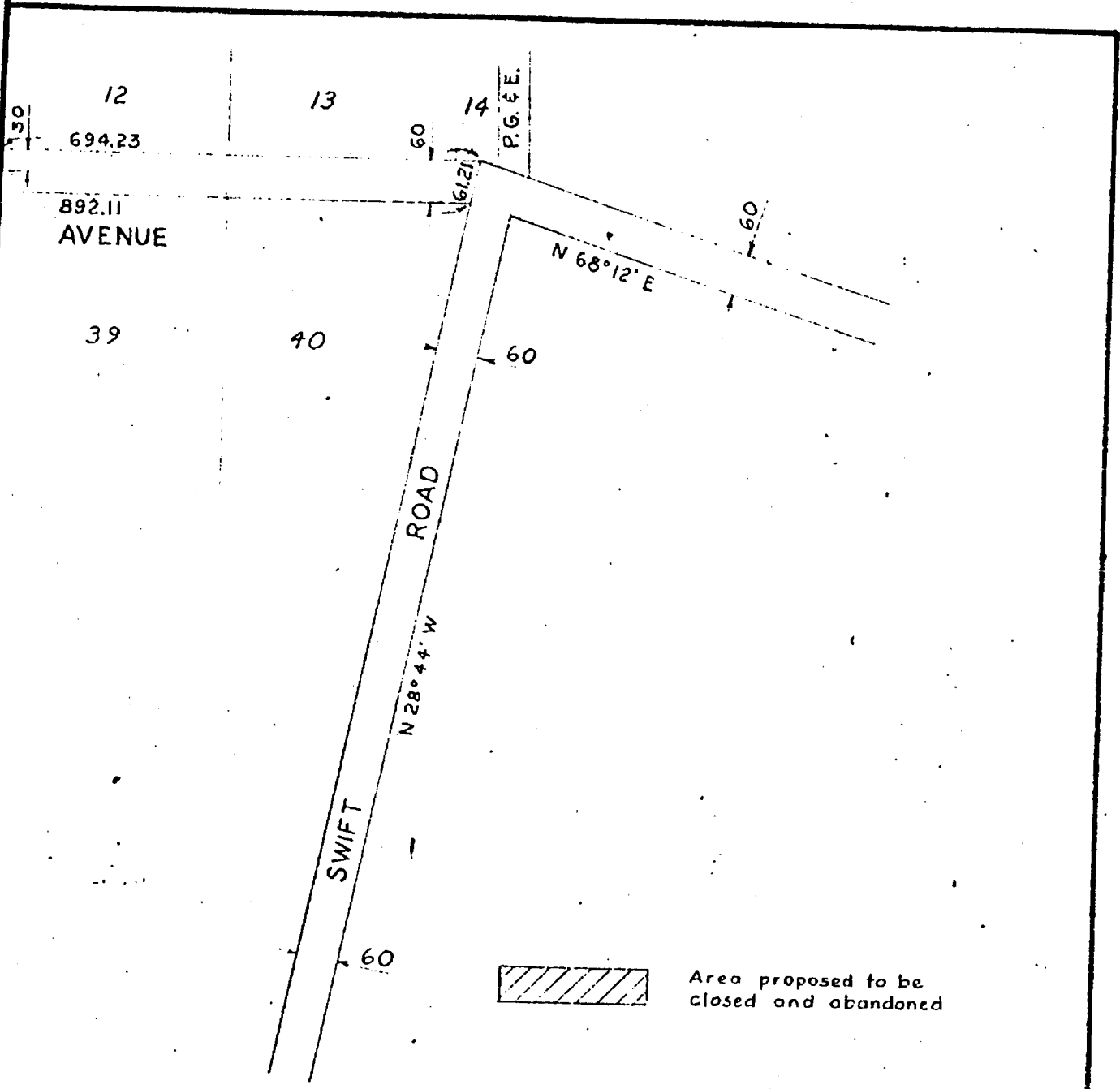


EXHIBIT "A"

A P

venue proposed to be closed and abandoned

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this
21st day of June, 1977.

BY 
Chairman, Board of Supervisors
County of Santa Clara

62-411-10-101
26261
26262

585721
\$1.65

BOOK 1824 PAGE 261

205110



CLEMETINE KAMPFEN, a married woman dealing with her separate property, also known as CLEMETINA KAMPFEN,

WILLIAM KAMPFEN and ANGELINE KAMPFEN, husband and wife,

and BOB HOWARD, formerly IDA KAMPFEN, a married woman dealing with her separate property,

hereinafter called Grantors, hereby grant to PACIFIC GAS AND ELECTRIC COMPANY,

a California corporation, hereinafter called Grantee, that certain real property

situate in the County of Santa Clara, State of California, bounded and described

as follows, to wit:

Beginning at a point in the centerline of Cunningham Avenue, as said Cunningham Avenue is delineated and so designated upon the map of the Willmore Tract, filed for record in the office of the County Recorder of said County of Santa Clara in Book "C" of Maps at page 57, said point of beginning being a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map, from which the 3/4 inch iron monument in the centerline of said Cunningham Avenue, marking the east easterly corner of lot 16, as said lot 16 is delineated and so designated upon said map, bears north 69° 02' east 283.7 feet distant and running thence south 69° 02' west, along the centerline of said Cunningham Avenue, 53.0 feet; thence north 41° 09' west 144.1 feet; thence north 44° 31' west 627.6 feet to a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map; thence north 40° 11' west, along the last mentioned boundary line, and the northwesterly prolongation thereof, 2076.2 feet to a point distant 10 feet northeasterly from (measured at a right angle to) that certain line described in the grant of right of way executed by Clementine Kampfen et al to Pacific Gas and Electric Company, dated August 19, 1927, and recorded in the office of said County Recorder in Volume 343 of Official Records at page 609, (said line being marked upon the ground by the centerline of a 120' wide right of way; thence north 37° 26' west, parallel with said line described in said grant of right of way, 748.9 feet to a point in the northwesterly boundary line of the 120 acre parcel of land described and designated Parcel 1 in the deed executed by Charles Kampfen et al to William Kampfen et al, dated March 30, 1946 and recorded in the office of said County Recorder in Volume 1336 of Official Records at page 314; thence north 19° 42' east, along the last mentioned boundary line, 50.1 feet to a point distant 60 feet westerly from (measured at a right angle to) the northwesterly prolongation of said line described in said grant of right of way; thence north 37° 26' east, parallel with said line described in said grant of right of way, 750.3 feet; thence south 40° 14' east, parallel with the northwesterly prolongation of the southwesterly boundary line of lot 14, as with the southwesterly boundary line of said lot 14, 2072.9 feet; thence south 44° 31' east 627.6 feet; thence north 41° 09' east 144.1 feet, more or less, to the point of beginning; containing 1.025 acres and being situate partly in Tract No. 1 Public Lands of San Jose, and partly in Rancho Pala;

2576414

DI 240586

Application No. 240586...

I.R.S.

Grant Deed Individual BOOK 6392 PAGE 194 2576414

JOSE R. LUJAN and LUCY S. LUJAN, his wife,
as joint tenants,

the first part ies, hereby GRANT TO the

COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA

the second part y, all that real property situated in the

CITY OF SAN JOSE

County of Santa Clara, State of California, described as follows:

BOOK 6392 PAGE 194

Recorded at the request of
Title Insurance and Trust Company
FEB 19 1964 11:23 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

Above space for Recorder

DH

EXHIBIT A

All that certain real property situate in the City of
San Jose, County of Santa Clara, State of California,
described as follows:

BEGINNING at the Northerly common corner for Lots 39
and 40 of the Fillmore Tract in the center line of
Cunningham Avenue 60 feet wide, as said lots and Avenue
are shown upon the Map of said Fillmore Tract, herein-
after referred to; thence Southwesterly along said
center line of Cunningham Avenue, 100 feet; thence
Southeasterly and parallel with the dividing line
between said Lots 39 and 40, 435.60 feet; thence North-
easterly and parallel with said center line of Cunningham
Avenue, 100 feet to said dividing line between said Lots
39 and 40; thence Northwesterly along said last mentioned
line, 435.60 feet to the point of beginning and being
a portion of said Lot 39 as said lot is shown upon
that certain Map entitled, "Map of the Subdivision of
the Fillmore Tract", which said Map was recorded
February 14, 1888 in the office of the County Recorder
of the County of Santa Clara, State of California, in
Volume "C" of Maps, page 57, CONTAINING approximately
1 acre of land.

WITNESS *Philip J. Ramirez* hand this *1st*

day of *November*, 19 *63*

SIGNATURES IN THE PRESENCE OF
Philip J. Ramirez

Jose R. Lujan
JOSE R. LUJAN

LUCY S. LUJAN

Lucy S. Lujan

*When recorded mail to
County of Santa Clara
507 Administration Bldg
70 West Hedding
San Jose.*

BOOK 9962 PAGE 479

4319983

BOOK 9962 PAGE 479
FILED FOR RECORD
AT DEPARTMENT OF

COUNTY COUNSEL

AUG 8 11 30 AM '72

OFFICE
SANTA CLARA COUNTY
GEORGE OWLES
REC'D

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Stamp Tax
\$0.00
DIRECTOR'S DEED

NO FEE

DISTRICT	COUNTY	ROUTE	POST MILE	NUMBER
04	SC1	101	12.3	38648-DD DD038648-01-01

MAY 1972 68

The STATE OF CALIFORNIA, acting by and through its Director of Public Works, does hereby grant to
COUNTY OF SANTA CLARA, a political subdivision of the
State of California

all that real property in the

County of Santa Clara, State of California, described as:

ALL of PARCELS 1C and 1D as said parcels are described in that certain FINAL ORDER OF CONDEMNATION NO. 232500, recorded April 26, 1971, in Book 9305, at Page 421, Official Records of Santa Clara County and a portion of that certain parcel of land described in the deed to STATE OF CALIFORNIA, recorded October 16, 1970, in Book 9089, at Page 172, Official Records of Santa Clara County, said portion being described as follows:

COMMENCING at the easterly terminus of that certain course described in the above-mentioned PARCEL 1C as "S. 72°18'58" E., 230.27 feet"; thence continuing along the easterly prolongation of said course S. 72°18'58" E., 370.30 feet; thence along a tangent curve to the right with a radius of 342.00 feet, through an angle of 44°50'24", an arc length of 267.65 feet to a point of compound curvature; thence along a tangent curve to the right with a radius of 2942.00 feet, through an angle of 3°11'29", an arc length of 163.87 feet; thence S. 24°17'05" E., 349.82 feet to the easterly

MAIL TAX STATEMENTS TO:

County of Santa Clara
20 West Hedding Street
San Jose, CA 95110

FORM HR/W-353 (REV. 12-71)

3 00

Joseph J. O'Rourke

EST. 247, 50233-500 1-72 12M © O&P

2804737

<p><i>When Recorded</i></p> <p>Return to: CITY CLERK Room 408, City Hall San Jose, Calif.</p>
--

GRANT DEED

THE COUNTY OF SANTA CLARA, a body politic and corporate, by and through the Board of Supervisors of the County of Santa Clara, does hereby grant to THE CITY OF SAN JOSE, a municipal corporation, all that real property situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

Beginning at the Northwest corner of Lot 12 as shown on that certain map entitled "Map of Subdivision of the Fillmore Tract" and recorded February 14, 1888, in Book C of Maps at Page 57, Santa Clara County records; thence Easterly along the Northerly line of Lots 12 and 13 as shown on said map to the Northeast corner of Lot 13, thence Southerly along the Easterly line of Lot 13 to the Southeast corner of said Lot 13, said corner lying on the Northerly right of way line of Cunningham Avenue (60 ft. wide), thence Westerly along the Southerly line of Lot 13, being said Northerly line of Cunningham Avenue, 60.00 feet, thence leaving said Southerly line and running Northerly along a line parallel to and 60.00 feet distant from the Easterly line of Lot 13, 1195.44 feet more or less, thence along a tangent curve to the left, with a radius of 20.00 feet and central angle of $83^{\circ} 33' 45''$, 29.17 feet, thence Westerly along a tangent line 167.55 feet, thence continuing Westerly along a curve to the left, with a radius of 1755.00 feet and central angle of $06^{\circ} 30' 13''$, 199.21 feet, thence continuing Westerly along a line parallel to and 45.00 feet distant from the Northerly line of Lots 12 and 11 as shown on the aforementioned map, 426.42 feet to an angle point, thence continuing Westerly along a line parallel to and 45.00 feet distant from the Northerly line of Lots 11, 10, 9 and 8 as shown on the aforementioned map 1008.02 feet, thence Westerly along a tangent curve to the left, with a radius of 308.56 feet and central angle of $06^{\circ} 49' 04''$, 36.72 feet, thence Westerly along a reverse tangent curve to the right, with a radius of 398.56 feet and central angle of $06^{\circ} 49' 04''$, 47.43 feet, thence Westerly along a line parallel to and 50.00 feet distant from the Northerly line of Lot 8, as shown on the aforementioned map 20.03 feet to an intersection with the Westerly line of said Lot 8, thence Northerly along said Westerly line 50.00 feet to the Northwestern corner of said Lot 8, thence Easterly along the Northerly line of Lots 8, 9, 10 and 11, 1321.31 feet to the point of beginning.

Containing 3.9 ± acres.

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

D 003 44

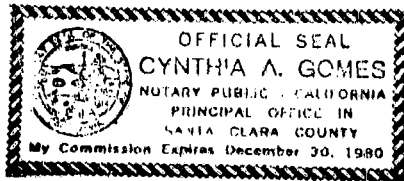
On June 1, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mitsuo Miyamura, Hiroshi Miyamura and Kazuko Miyamura

known to me to be ~~the~~ the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed same.

WITNESS my hand and Official Seal.

Cynthia A. James
Notary

ACKNOWLEDGMENT—PARTNERSHIP
VIC 330



Dated this 1st day of March 1977

Signed and delivered in the presence of

Stephen M. Eckis
STEPHEN M. ECKIS

John Knudsen, Jr.
John Knudsen, Jr.
Henry S. Knudsen
Henry S. Knudsen
Alyce Marie Mellow
Alys Marie Mellow aka
Alyce Marie Mellow

GRANTOR

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

STATE OF CALIFORNIA

County of San Diego

County of San Diego

On March 1, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared John Knudsen, Jr.

On March 1, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen M. Eckis

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

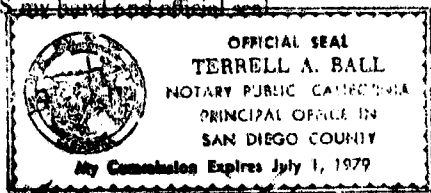
known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of San Diego, State of California;

that he was present and saw Stephen M. Eckis

WITNESS my hand and official seal.

personally known to him to be the person described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.



TERRELL A. BALL

TERRELL A. BALL

Name (Typed or Printed)

Name (Typed or Printed)

Notary Public in and for said County and State

Notary Public in and for said County and State

CERTIFICATE OF ACCEPTANCE, GOV'T. CODE, SECTION 27261

This is to certify, that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof, I have hereunto set my hand on JUN 20 1977 19

Stanley J. ...
Chairman, Board of Supervisors
County of Santa Clara

3 RECORDING REQUESTED BY
Valley Title Company
Receipt #825-11-10
Code 87-046

5759152

D 083 FILE 45

Recorded at the request of
Valley Title Company

AND WHEN RECORDED MAIL TO

County of Santa Clara
Transportation Agency
1555 Berger Drive
San Jose, CA 95112
ATTN: E. D. Hodge

D 083 FILE 45

AUG 18 1977 8:00AM

GEORGE A. MANN
REGISTRAR - RECORDER
Santa Clara County, Official Records

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

RECORD WITHOUT FEE UNDER SECTION 6103,
GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

CH

Name
Street Address
City & State
same as above

0
NO TAX DUE

Quitclaim Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LAURA LOUISE KNUDSEN, HELEN LEAH KNUDSEN and NORMAN MELLOW,

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) TO

COUNTY OF SANTA CLARA

the following described real property in the state of California: county of Santa Clara

SUBDIVISION No. 1 and 2 of Lot 138-A and Subdivision 2 of Lot No. 138-B of the San Martin Ranch, as laid down on San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69, in the office of the Recorder of the County of Santa Clara, State of California.

EXCEPTING THEREFROM so much thereof as described in the Deed from Henry Knudsen et al to State of California dated March 30, 1968, recorded July 19, 1968 in Book 8196 of Official Records, page 171, as follows:

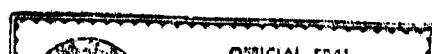
ALL OF SUBDIVISION 2 of Lot No. 138-B, and a portion of Subdivision No. 1 and 2 of Lot No. 138-A, as said subdivisions and lots are shown on the San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69 in the office of the Recorder of the County of Santa Clara, being more particularly described as follows:

COMMENCING at the most northerly corner of said subdivision 2 of Lot No. 138-B: thence along the northeasterly line of last said subdivision, South 23° 08' 20" East, 1382.46 feet to the centerline of Church Avenue (66.00 feet wide); thence along last said line South 66° 51' 40" West, 1065.58 feet; thence North 23° 08' 20" West, 33.00 feet to the Northwesterly line of Church Avenue; thence North 60° 19' 36" East, 653.30 feet; thence North 22° 46' 25" West, 630.51 feet to the Southwesterly line of last said subdivision; thence along last said line North 23° 08' 20" West, 644.61 feet to the Northwesterly line of last said subdivision; thence along last said line North 66° 51' 40" East, 412.50 feet to the point of commencement.

Dated 7/1 and 1, 1977

Laura Louise Knudsen
Laura Louise Knudsen
Helen Leah Knudsen
Helen Leah Knudsen
Norman Mellow
Norman Mellow

STATE OF CALIFORNIA }
COUNTY OF San Diego } SS.
On March 1, 1977 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Helen Leah Knudsen



ARB No. 825
11
10
ALL
PTN

Subject to special assessments if any, restrictions, reservations, and easements of record.

BOOK 9962 PAGE 481

This conveyance is executed pursuant to the authority vested in the Director of Public Works by law and, in particular, by the Streets and Highways Code.

WITNESS my hand and the seal of the Department of Public Works of the State of California, this 23rd day of May, 1972.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

JAMES A. MOE
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM AND PROCEDURE
[Signature]
DEPARTMENT OF PUBLIC WORKS

By

[Signature: R. W. Boles]
Attorney in Fact

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } ss.

On this 23rd day of May, in the year 1972, before me, NANCY C. SILVA, Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared R. W. BOLES known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of JAMES A. MOE Director of Public Works of the State of California, and known to me to be the person who executed the within instrument on behalf of the State of California, and he acknowledged to me that he subscribed the name of James A. Moe as Director of Public Works, and his own name as Attorney in Fact, and that the State of California executed the same.

WITNESS my hand and official seal.

NANCY C. SILVA
NOTARY PUBLIC
COUNTY OF SACRAMENTO
My commission Expires Mar. 27, 1974

[Signature: Nancy C. Silva]
Notary Public



THIS IS TO CERTIFY That the California Highway Commission has authorized the Director of Public Works to execute the foregoing deed at its meeting regularly called and held on the

18th day of May, 1972

in the City of Redding

FORM NO 7

County of Santa Clara
1555 Berger Dr.
San Jose CA 95112
ATT: E.D. Hodge

Quit Claim Deed NO TAX DUE

This Indenture, made the 1st day of June A.D. 1977

Between Miyamura Bros., a partnership and Minoru Miyamura and Kazuko Miyamura, and Hiroshi Miyamura, the parties of the first part, and John Knudsen, Jr., Henry S. Knudsen, Alys Marie Mellow, also known as Alyce Marie Mellow, who acquired title as Alyce Marie Knudsen, also known as Alys Marie Knudsen, the parties of the second part,

D 083 PAGE 43
D 083 PAGE 43
Recorded at the request of
Valley Title Company
AUG 18 1977 8:00AM
GEORGE A. MANN
REGISTRAR-RECORDER
Santa Clara County, Official Records
Above space for Recorder

Witnesseth: That the said parties of the first part HAVE remise, released and forever quitclaimed and by these presents DO remise, release and forever quitclaim unto the said parties of the second part, all that real property situate in the

County of Santa Clara, State of California, and described as follows:

SUBDIVISION No. 1 and 2 of Lot 138-A and Subdivision 2 of Lot No. 138-B of the San Martin Ranch, as laid down on San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69, in the office of the Recorder of the County of Santa Clara, State of California.

EXCEPTING THEREFROM so much thereof as described in the Deed from Henry Knudsen et al to State of California dated March 30, 1968, recorded July 19, 1968 in Book 8196 of Official Records, page 171, as follows:

ALL OF SUBDIVISION 2 of Lot No. 138-B, and a portion of Subdivision No. 1 and 2 of Lot No. 138-A, as said subdivisions and lots are shown on the San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69 in the office of the Recorder of the County of Santa Clara, being more particularly described as follows:

COMMENCING at the most northerly corner of said subdivision 2 of Lot No. 138-B; thence along the northeasterly line of last said subdivision, South 23° 08' 20" East, 1382.46 feet to the centerline of Church Avenue (66.00 feet wide); thence along last said line South 66° 51' 40" West, 1065.58 feet; thence North 23° 08' 20" West, 33.00 feet to the Northwesterly line of Church Avenue; thence North 60° 19' 36" East, 653.30 feet; thence North 22° 46' 25" West, 630.51 feet to the Southwesterly line of last said subdivision; thence along last said line North 23° 08' 20" West, 644.61 feet to the Northwesterly line of last said subdivision; thence along last said line North 66° 51' 40" East, 412.50 feet to the point of commencement.

The purpose of this Quitclaim Deed is to release, remise and forever quitclaim any and all rights of Grantor(s) in and to any and all leases recorded or unrecorded.

In Witness Whereof, the said first parties, by their hereunto set forth hands, the day and year first above written.

RECORD WITHOUT FEE UNDER SECTION 6103, GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

Minoru Miyamura
Kazuko Miyamura
Hiroshi Miyamura

State of California, }
County of Santa Clara, } SS.

On this 1st day of June, 1977, before me, Margaret B. Hopper

a Notary Public in and for said County, personally appeared Minoru Miyamura, Kazuko Miyamura and Hiroshi Miyamura

known to me to be the person whose name are subscribed to the foregoing

instrument and acknowledged that they executed the same

Witness my hand and official Seal

Margaret B. Hopper

ALL - 10
10
825
11
10

5759150

FORM NO 7

County of Santa Clara
1555 Berger Dr.
San Jose CA 95112
ATT: E.D.Hodge

Quit Claim Deed **NO TAX DUE**

D 083 FILE 42
D 083 FILE 42

Recorded at the request of
Valley Title Company

AUG 18 1977 8:00AM

GEORGE A. MANN
REGISTRAR-RECORDER
Santa Clara County, Official Records

Above space for Recorder

This Indenture, made the 1st day of June A.D. 1977

Between Ted M. Kubota and Tamako Kubota
the parties of the first part.

and John Knudsen, Jr., Henry S. Knudsen, Alys Marie Mellow, also known as Alyce Marie Mellow, who acquired title as Alyce Marie Knudsen, also known as Alys Marie Knudsen
the parties of the second part.

Witnesseth: That the said parties of the first part HAVE remised, released and forever quitclaimed and by these presents DO remise, release and forever quitclaim, unto the said parties of the second part, all that real property situate in the County of Santa Clara, State of California, and described as follows:

SUBDIVISION No. 1 and 2 of Lot 138-A and Subdivision 2 of Lot No. 138-B of the San Martin Ranch, as laid down on San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69, in the office of the Recorder of the County of Santa Clara, State of California.

EXCEPTING THEREFROM so much thereof as described in the Deed from Henry Knudsen et al to State of California dated March 30, 1968, recorded July 19, 1968 in Book 8196 of Official Records, page 171, as follows:

ALL OF SUBDIVISION 2 of Lot No. 138-B, and a portion of subdivision No. 1 and 2 of Lot No. 138-A, as said subdivisions and lots are shown on the San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69 in the office of the Recorder of the County of Santa Clara, being more particularly described as follows:

COMMENCING at the most northerly corner of said subdivision 2 of Lot No. 138-B; thence along the northeasterly line of last said subdivision, South 23° 08' 20" East, 1382.46 feet to the centerline of Church Avenue (66.00 feet wide); thence along last said line South 66° 51' 40" West, 1065.58 feet; thence North 23° 08' 20" West, 33.00 feet to the Northwesterly line of Church Avenue; thence North 60° 19' 36" East, 653.30 feet; thence North 22° 46' 25" West, 630.51 feet to the Southwesterly line of last said subdivision; thence along last said line North 23° 08' 20" West, 644.61 feet to the Northwesterly line of last said subdivision; thence along last said line North 66° 51' 40" East, 412.50 feet to the point of commencement.

The purpose of this Quitclaim Deed is to release, remise and forever quitclaim any and all rights of Grantor(s) in and to those certain leases commencing Feb. 1, 1970 and ending Jan. 31, 1973 and also that certain amendment to lease commencing Feb. 1, 1971 and ending Jan. 31, 1973.

In Witness Whereof, the said first part has hereunto set their hand the day and year first above written.

RECORD WITHOUT FEE UNDER SECTION 6103,
GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

Ted M. Kubota
Tamako Kubota

State of California, }
County of Santa Clara, } ss.

On this 1st day of June, 1977, before me, Margaret B. Hopper

a Notary Public in and for said County, personally appeared Ted M. Kubota and Tamako Kubota

known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged that he...executed the same.

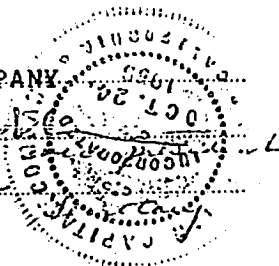
Witness my hand and official Seal.

ARB No. 825-11-10 PTH.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers.

Dated: April 6, 1964..... GUARDIAN CAPITAL COMPANY

By: *J. Brann*
By: *A. Snee*



STATE OF CALIFORNIA

County of Alameda } ss.
On 4-6-64

before me, the undersigned, a Notary Public in and for said County and State, personally appeared A. L. BRANDEN

known to me to be the Vice President and A. Snee
known to me to be the Secretary of the corporation that executed the within instrument, and known to

me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.



Sandra L. Davis
Notary Public

My commission expires: 3/29/68

SANDRA L. DAVIS
Printed or typed name of Notary Public

2115510

Application No. WTG 349794-A

2115510

I.R.S.	<p>Corporation Grant Deed Individual</p> <p>REID'S HILLVIEW AIRPORT, INC.,</p> <p>a corporation, does hereby GRANT TO</p> <p>COUNTY OF SANTA CLARA,</p> <p>the real property situate in the</p> <p>County of Santa Clara, State of California, described as follows:</p>	<p>BOOK 5413 PAGE 36</p> <div style="border: 1px solid black; padding: 5px;"> <p>Recorded at the request of</p> <p><i>Western Title Guaranty Co.</i></p> <p><small>SANTA CLARA COUNTY OFFICIAL</small></p> <p>DEC 25 1961 8:33 AM</p> <p>PAUL R. TEILH, Recorder.</p> <p>Santa Clara County Official Records</p> </div> <p style="text-align: right;">Above space for Recorder</p>
--------	--	--

PARCEL NO. 1: All that certain parcel of land situate in the County of Santa Clara, State of California, described as follows:

ALL OF LOTS 37 and 38 as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

SAVING AND EXCEPTING from said Lot 38 the portion thereof conveyed by Manuel C. Silva and Mary Silva, his wife, to Charles Silva, by Deed dated January 10, 1924, recorded January 29, 1924 in Book 63 Official Records, page 503, described as follows:

COMMENCING at a point in the center line of Cunningham Avenue, at the common corner for Lots 11, 12, 38 and 39 of the Fillmore Tract hereinabove mentioned; and running thence along the center line of Cunningham Avenue in a Southwesterly direction 210 feet to a point; thence at right angles Southeasterly 240 feet to a point; thence at right angles North-easterly 210 feet to a point; thence at right angles Northwesterly 240 feet to the point of commencement.

PARCEL NO. 2: All that certain parcel of land situate partly in the City of San Jose and partly in the County of Santa Clara, State of California, described as follows:

PORTION OF LOT 66, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, page 57, and more particularly described as follows:

BEGINNING at a 3/4" pipe set in the Southeasterly boundary line of the Fillmore Tract, as said Tract is shown upon the Map above referred to; and distant along said Southeasterly boundary South 59° 00' West 1146.42 feet from a 3/4 inch pipe set at the most Easterly corner of Lot 69 of the Fillmore Tract, said point of beginning being also a common corner of Lots 65 and 66 of the Fillmore Tract and from which point of beginning a 3/4" pipe bears North 40° 09' West 30.00 feet and running thence along the dividing line between said Lots 65 and 66, North 40° 09' West 1432.86 feet to a 4" x 4" stake at the common corner of Lots 65, 66, 35 and 36, of said Fillmore Tract; thence along the dividing line between Lots 36 and 66 of said Fillmore Tract, North 49° 51' East 152.00 feet to a 3/4" pipe; thence South 40° 09' East 1433.26 feet to a 3/4" pipe set in the Southeasterly line of said Fillmore Tract and from which point a 3/4" pipe bears North 40° 09' West 30.00 feet; thence along the Southeasterly line of the Fillmore Tract, South 50° 00' West 152.00 feet to the point of beginning.

CONTAINING APPROXIMATELY 5 acres.

PARCEL NO. 3: All that certain parcel of land situate partly in the City of San Jose and partly in the County of Santa Clara, State of California, described as follows:

ALL OF LOTS 35, 36 and 65, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL NO. 4: All that certain parcel of land situate in the County of Santa Clara, State of California, described as follows:

ORD -5/10/65
St. Vac. (2)

filed with this Council on October 18, 1965, shall be vacated, and the same is hereby vacated; said portion of Cunningham Avenue

in the City of San Jose, County of Santa Clara, State of California, being particularly described as follows:

BEGINNING at a point in the Northwesterly line of Cunningham Avenue (60 feet wide) at the point of intersection of said Northwesterly line with the common property line of Lots 11 and 12, as said Avenue and Lots are shown upon that certain map entitled "Map of the Subdivision of the Fillmore Tract," which map was filed for record in the office of the County Recorder, Santa Clara County, California, in Book "C" of Maps, at page 57; thence along said Northwesterly line North $49^{\circ} 51'$ East 600.00 feet to a point in a line that is parallel with and distant 60.00 feet, measured at right angles, Southwesterly from the Northeasterly line of Lot 13, as said Lot 13 is shown upon said map; thence at right angles to said Northwesterly line of Cunningham Avenue along said parallel line South $40^{\circ} 09'$ East 60.00 feet to a point in the Southeasterly line of said Cunningham Avenue; thence along said Southeasterly line South $49^{\circ} 51'$ West 810.00 feet to a point in a line that is parallel with and distant 210.00 feet, measured at right angles, Southwesterly from the common property line of Lots 38 and 39, as said Lots 38 and 39 are shown upon said map; thence at right angles to said Southeasterly line of Cunningham Avenue along last said parallel line North $40^{\circ} 09'$ West 30.00 feet to a point in the center line of said Cunningham Avenue; thence along said center line North $49^{\circ} 51'$ East 210.00 feet to a point in the Southeasterly prolongation of said common property line of said Lots 11 and 12; thence at right angles to said center line of Cunningham Avenue along said Southeasterly prolongation of said common property line of said Lots 11 and 12 North $40^{\circ} 09'$ West 30.00 feet to the point of beginning.

RESERVING AND EXCEPTING from said vacation the permanent easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles and other convenient structures, equipment and fixtures, or have same done or performed on behalf of City by any public utility company, for the transportation or distribution of electric energy, including access and the right to keep such property free from inflammable materials and other growth, and otherwise protect the same from hazards in, upon and over the street or part thereof proposed to be vacated, being described as follows:

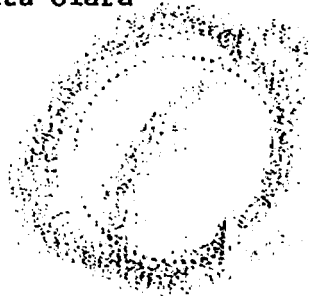
CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of AUG 1 1972, 19____.

By Charles A. Zuercher
Chairman, Board of Supervisors
County of Santa Clara



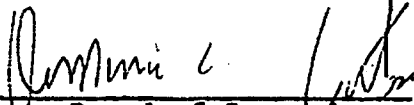
BOOK 9662 PAGE 283

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of OCT 5, 1971.

By 
Chairman, Board of Supervisors
County of Santa Clara

III

That the real property taxes on said parcel of land shall be cancelled as of the date of the recordation of a certified copy of this Final Order and Decree of Condemnation in the office of the Recorder of the County of Santa Clara, State of California, and pursuant to Section 4986 of the California Revenue and Taxation Code.

IV

That out of the money on deposit herein, defendants, WELLS FARGO BANK and AMERICAN SECURITIES COMPANY, as beneficiary and trustee, respectively, of a deed of trust on said real property, shall be entitled to the principal balance thereof, together with accumulated interest thereon at the rate of 6-1/2% per annum.

V

That any property tax lien to said property, still due and payable after cancellation of taxes as provided in paragraph III herein, shall be paid out of the court deposit to the Tax Collector of the County of Santa Clara.

VI

That this Final Order and Decree of Condemnation shall be effective upon the recordation of a certified copy thereof in the office of the Recorder of the County of Santa Clara, State of California.

DATED: July 28, 1966

GERALD S. CHURBIN

Judge of the Superior Court

3007075

The foregoing instrument is a correct copy of the original on file in this office

BOOK 7458 PAGE 471
FILED FOR RECORD
AT REQUEST OF

ATTEST: JUL 29 1966

County Council

PAUL R. TEILH
County Clerk and ex-officio Clerk of the
Superior Court of the State of California
in and for the County of Santa Clara

JUL 29 11 53 AM 1966

By *Paul R. Teilh* Deputy

GJT:bc
7/27/66

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL P. TEILH
RECORDER

BOOK 1824 PAGE 262

reserving to Grantors the right to construct, maintain and use across said real property such roads, pipes and ditches as Grantors shall reasonably require in connection with Grantors' use of the premises retained by Grantors and in such locations as will not interfere with Grantee's use of said real property.

This grant shall inure to the benefit of and bind the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF Grantors have executed these presents this 20th day of May 1949.

Clementina Kampfen
William Kampfen
Angeline Kampfen
Ida Howard

Executed in the presence of:

James E. Bennett
Witness

SAN JOSE ABSTRACT & TITLE INSURANCE CO.
585721
FILED FOR RECORD
AT REQUEST OF
SAN JOSE ABSTRACT & TITLE INSURANCE CO.
1949 JUL 23 AM 10:58
BOOK 1824 PAGE 261
SANTA CLARA COUNTY
RECORDED

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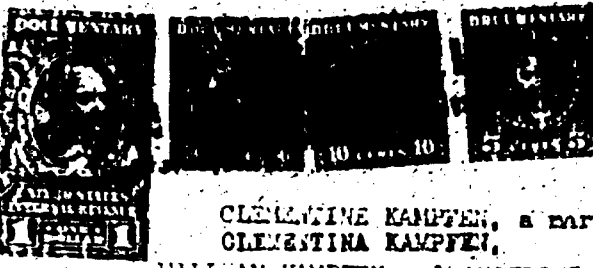
STATE OF CALIFORNIA,
County of Santa Clara

On this 20th day of May in the year one thousand nine hundred and forty-nine before me
Eva Mitchell
a Notary Public in and for the Santa Clara County of Santa Clara State of California, residing therein, duly commissioned and sworn, personally appeared
James E. Bennett

known to me to be the person whose name is subscribed to the within instrument as witness thereto, who, being by me duly sworn deposed and said: that he reside in San Mateo County of San Mateo State of California

that he was present and saw Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly Ida Howard, (personally known to him to be the person subscribed in, and who executed the said within instrument as parties thereto), sign, seal, and deliver the same; that the said Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly Ida Howard in the presence of said affiant, that they executed the same and that he, the said affiant, thereupon, and at the request of said Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly

\$1.65



CLEMENTINE KAMPFEN, a married woman dealing with her separate property, also known as CLEMENTINA KAMPFEN, WILLIAM KAMPFEN and ANGELINE KAMPFEN, husband and wife,

and EDWARD HOWARD, formerly IDA KAMPFEN, a married woman dealing with her separate property,

hereinafter called Grantors, hereby grant to PACIFIC GAS AND ELECTRIC COMPANY,

a California corporation, hereinafter called Grantee, that certain real property

situate in the County of Santa Clara, State of California, bounded and des-

cribed as follows, to wit:

Beginning at a point in the centerline of Cunningham Avenue, as said Cunningham Avenue is delineated and so designated upon the map of the Fillmore Tract, filed for record in the office of the County Recorder of said County of Santa Clara in Book "C" of Maps at page 57, said point of beginning being a point in the southeasterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map, from which the 3/4 inch iron monument in the centerline of said Cunningham Avenue, marking the most easterly corner of lot 16, as said lot 16 is delineated and so designated upon said map, bears north 69° 02 1/2' east 223.7 feet distant and running thence south 68° 02 1/2' west, along the centerline of said Cunningham Avenue, 53.0 feet; thence north 41° 02 1/2' west 124.1 feet; thence north 44° 51 1/2' west 527.6 feet to a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map; thence north 40° 11' west, along the last mentioned boundary line, and the northwesterly prolongation thereof, 2076.0 feet to a point distant 10 feet northeasterly from (measured at a right angle to) that certain line described in the grant of right of way executed by Clementine Kampfen et al to Pacific Gas and Electric Company, dated August 19, 1927, and recorded in the office of said County Recorder in Volume 343 of Official Records at page 292; (said line being marked upon the ground by the centerline of a line of towers); thence north 37° 25' west, parallel, with said line described in said grant of right of way, 748.9 feet to a point in the northwesterly boundary line of the 120 acre parcel of land described and designated Parcel 1 in the deed executed by Charles Kampfen et al to William Kampfen et al, dated March 30, 1946 and recorded in the office of said County Recorder in Volume 1336 of Official Records at page 314; thence north 19° 42' east, along the last mentioned boundary line, 30.1 feet to a point distant 60 feet northeasterly from (measured at a right angle to) the northwesterly prolongation of said line described in said grant of right of way; thence south 37° 25' east, parallel with said line described in said grant of right of way, 750.3 feet; thence south 40° 14' east, parallel with the northeasterly prolongation of the southwesterly boundary line of lot 16, as with the southwesterly boundary line of said lot 14, 2072.9 feet; thence south 44° 51 1/2' east 527.2 feet; thence north 41° 02 1/2' east 50.1 feet, more or less, to the point of beginning containing 1.025 acres and being situate partly in Tract No. 1 Public Lands of San Jose, and partly in Rancho Pala;

FILED FOR RECORD AT REQUEST OF

CROCKER-CITIZENS NATIONAL BANK JUL 10 1 51 PM '69

OFFICIAL RECORDS SANTA CLARA COUNTY GEORGE E. FOWLER RECORDER

390K 8600 PG 638

After recording, please return to: CROCKER-CITIZENS NATIONAL BANK ATTN: Real Estate Loan Dept., 101 W. Santa Clara St., San Jose, Calif.

200

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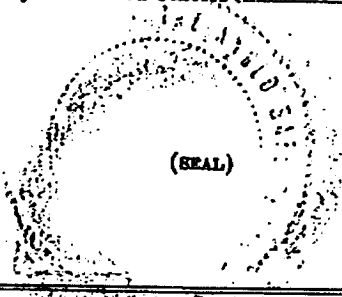
DEED OF RECONVEYANCE (CORPORATE TRUSTEE)

The undersigned corporation, as Trustee, or as substitute Trustee, under that certain Deed of Trust executed by Frank J. Gomes, as surviving joint tenant

as Trustor, dated March 31, 19 66, and recorded on April 4, 19 66, in the office of the Recorder of the said County of Santa Clara State of California, Series Number 3036170, in Book 7334 of Official Records, at page 301

pursuant to the written request of the beneficiary, does hereby grant and reconvey, without warranty express or implied as to title, possession or encumbrance, to the person or persons legally entitled thereto, all the right, title and interest derived by the undersigned corporation, pursuant to said Deed of Trust, in and to the real property described therein, to which reference is made for a description of the same.

IN WITNESS WHEREOF, the undersigned corporation, as such Trustee, has executed this Deed of Reconveyance by its duly authorized Officers this 8th day of July, 19 69



THE ANGLO SAFE DEPOSIT COMPANY, a California corporation TRUSTEE

By R. R. Reiche, VICE PRESIDENT and Fred Matheny, ASSISTANT SECRETARY

STATE OF CALIFORNIA said County of Santa Clara ss.

On this 8th day of July in the year 19 69, before me, Peter O. Rupp, a Notary Public in and for the said County of Santa Clara, State of California, personally appeared R. R. Reiche and Fred Matheny known to me to be the Vice President and Assistant Secretary, respectively, of the corporation that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Notary Public in and for the said County of Santa Clara

My commission expires

Reid Hillview Airport
Parales
3511-15-2
T.I. 240592

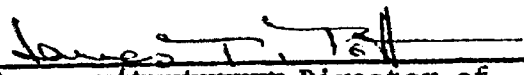
CERTIFICATE OF ACCEPTANCE

BOOK 8369 PAGE 53

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 31 day of December, 196³2.

By: 
~~Director, Assistant~~ Director of
Public Works of the County of
Santa Clara

JRK:meb
Revision of 1/4/62

property, including, but not limited to, property of Pacific or County, arising out of or in any way connected with County's operations hereunder, excepting only such injury or death as may be caused by the sole negligence of Pacific.

The provisions hereof shall inure to the benefit of and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate this 27th day of August, 1971.

PACIFIC GAS AND ELECTRIC COMPANY
 Incorporated in California
 1905
 By: Nolan H. Daines
 Manager, Land Department NOLAN H. DAINES
 Attest: J. E. Taylor
 Secretary

COUNTY OF SANTA CLARA

By: Dominic L. Cortese
 Chairman of Its Board of Supervisors

Attest: Donald M. Rains
 Clerk

OCT 5 1971



San Jose
 Dwgs 26263, B-5152 Sh.17&19
 and 384076 Sh.8
 T.7S., R.1E.,
 M.D.B.& M.
 70-165
 1S
 tf

Prepared CAF

Checked TEM

AUG. 10 1970

Deed

BOOK 1500 PAGE 568

CLEM MERCIER and ETHEL MERCIER, his wife, as joint tenants

the first parties, hereby Grant to

WILLIAM R. CARROLL AND GERALDINE E. CARROLL, his wife,

in joint tenancy
the second parties/all that real property situated in the _____ County
of Santa Clara State of California, described as follows:

PORTION OF LOT 66, as shown upon that certain Map entitled "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at an iron pipe in the center line of Swift Lane at the Eastern-most corner of that certain 5 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942 and recorded February 16, 1942 in Book 1084 O.R. page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the "Fillmore Tract" above referred to; running thence North 50° East along the said center line of Swift Lane which is also the said Southeasterly line of the "Fillmore Tract", 74.07 feet to a point which bears South 40° 09' East, 30.00 feet from an iron pipe set on the Northwesterly line of said Swift Lane; running thence North 40° 09' West and parallel with the Northeasterly line of the said 5 acre tract (at 237.05 feet an iron pipe) 254.68 feet; running thence South 50° West and parallel with the said center line of Swift Lane (at 14.08 feet an iron pipe) 74.07 feet to an iron pipe set on the Northeasterly line of the 5 acre tract; running thence South 40° 09' East along the said North-easterly line of the 5 acre tract, 254.68 feet to the point of beginning.

In Witness Whereof, the said first parties have executed this conveyance this 20th day of August, 19 47.

Clem Mercier

1 Tullis; thence Southwesterly and parallel with said
 2 center line of Cunningham Avenue and along the South-
 3 easterly line of said parcel conveyed to Tullis, 120
 4 feet to the Southwesterly corner thereof; thence
 5 Northwesterly and parallel with the dividing line for
 6 Lots 34 and 35 and along the Southwesterly line of
 7 said parcel conveyed to Tullis 374 feet to the point
 8 of beginning and being a part of Lot 34 as shown upon
 9 that certain Map entitled, "Map of the Subdivision of
 10 the Fillmore Tract," which Map was filed for record in
 11 the office of the Recorder of the County of Santa
 12 Clara, State of California, on February 14, 1888 in
 13 Book C of Maps, page 57.

8 PARCEL THREE

9 Portion of Lot 34 as shown on the Map of the Subdivision
 10 of the Fillmore Tract, which Map was filed in the office
 11 of the Recorder of the County of Santa Clara, California,
 12 on February 14, 1888 in Book C of Maps, page 57, and
 13 more particularly described as follows:

14 Beginning at a point in the center line of Cunningham
 15 Avenue at the Northerly common corner for Lots 34 and
 16 35, as said Avenue and Lots are shown on the Map above
 17 referred to; thence Southwesterly along the said
 18 center line of Cunningham Avenue 120 feet; thence South-
 19 easterly and parallel with the dividing line between
 20 said Lots 34 and 35 for a distance of 374 feet; thence
 21 Northeasterly and parallel with the center line of
 22 Cunningham Avenue 120 feet to a point on the said
 23 dividing line between said Lots 34 and 35; thence
 24 Northwesterly along said last named dividing line 374
 25 feet to the point of beginning.

26 EXCEPTING THEREFROM that certain parcel of land described
 27 in the Deed from David L. Galiotto and Marilynne J.
 28 Galiotto to A. D. Graciany and Isabel Graciany dated
 29 December 20, 1956 and recorded December 21, 1956 in Book
 30 3692 of Official Records, page 102; beginning at a
 31 point in the center line of Cunningham Avenue at the
 Northerly common corner for Lots 34 and 35; thence
 Southwesterly along the said center line of Cunningham
 Avenue 120 feet; thence Southeasterly and parallel with
 the dividing line between said Lots 34 and 35, a distance
 of 175 feet; thence Northeasterly and parallel with the
 center line of Cunningham Avenue 120 feet to a point on
 the said dividing line between said Lots 34 and 35;
 thence Northwesterly along said last named line, a
 distance of 175 feet to the point of beginning.

II

That the use for which the property is condemned is author-
 ized by law, is a public use and that this condemnation is necessary
 for that public use.

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondesen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondesen, et ux, to George A. Bustard by Deed dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

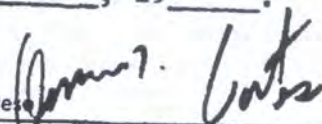
Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South $49^{\circ} 51'$ West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein referred to; thence continuing along said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50 feet; thence running parallel with said dividing line North $40^{\circ} 09'$ West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of OCT 5 1971, 19____.

By Dominic L. Cortes 
 Chairman, Board of Supervisors
 County of Santa Clara



STATE OF CALIFORNIA

City and County of San Francisco

ss.

BOOK 9662 PAGE 274

On this 31 day of August, in the year 1971, before me, Lucille Mullen,
 a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared

R. K. Miller and J. F. Taylor

known to me to be the Vice President - Personnel and General Services and the
Secretary, respectively,

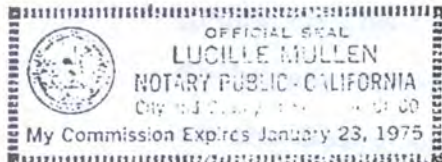
of the corporation that executed the within instrument, and to be the persons who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, the day and year in this certificate first above written.

Lucille Mullen

Lucille Mullen
 San Francisco

Notary Public in and for the City and County of San Francisco, State of California
 My Commission Expires January 23, 1975



12¹⁰

JOINT TENANCY Grant Deed

CLYDE B. SILVERIA, also known as
CLYDE B. SILVEIRA AND OLIVIA SILVEIRA, his wife, also known as
OLIVIA SILVERIA

Grant to

JOHN CADALBERT AND MARGHERITA CADALBERT, his wife, as Joint Tenants

the real property situated in the

County

of Santa Clara

State of California, described as follows:

PORTION OF LOT 38, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Volume "C" of Maps, at page 57, and more particularly described as follows:

COMMENCING at a point in the center line of Cunningham Avenue, at the common corner for Lots 11, 12, 38 and 39 of the Fillmore Tract hereinabove mentioned, and running thence along the center line of Cunningham Avenue in a Southwesterly direction 210 feet to a point; thence at right angles Southeasterly 240 feet to a point; thence at right angles Northeasterly 210 feet to a point; thence at right angles Northwesterly 240 feet to the point of commencement.

TOGETHER WITH those certain water rights and easements as provided for in the Agreement by and between Clyde Silveira and Manuel C. Silva, dated August 22, 1935, recorded November 5, 1935 in Book 745 Official Records, page 515.



of said Lot 14, a distance of 597.60 feet; thence north 68° 12' east 38.12 feet; thence northeasterly on a curve to the left with a radius of 40.00 feet, through a central angle of 17° 20' 46" and tangent at the southwesterly terminus thereof to a line which has a bearing of north 68° 24' 01" east, an arc distance of 12.11 feet to a point in the southwesterly boundary line of said 3.995 acre parcel of land; thence north 44° 28' west, along the southwesterly boundary line of said 3.995 acre parcel of land, approximately 610 feet to the point of beginning; containing 0.318 acre and being the parcel of land delineated and designated G on the Record of Survey Map filed for record in the office of said County Recorder in Book 254 of Maps at page 35. *JH*

The bearings and distances used in the above description are based upon said Record of Survey Map.

Dated OCT 5 1971 , 19 .

COUNTY OF SANTA CLARA

By *Dominic L. Conness*
Dominic L. Conness Chairman of the Board of Supervisors
And By *Donald M. Rains*
Donald M. Rains Clerk of the Board of Supervisors



San Jose
Dwgs. 26262, B-5152
Sh.18, and 384076 Sh. 9
T.7S., R.1E.,
M.D.B. & M.
70-165
1S
bgb

Prepared *CEH*
Checked *Teim/SA*
AUG. 10 1970

3003-6969

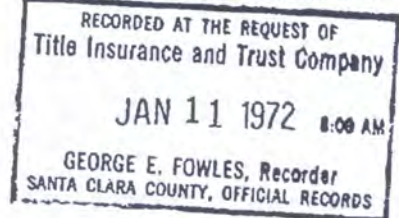
AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

Office of the County Counsel
507 County Administration Building
70 West Hedding Street
San Jose, Calif. 95110

Capitol III
2623-45 & 46

BOOK 9662 PAGE 279

**NO FEE**

EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Pacific, hereby grants to COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called County, the right to construct, maintain and use a road within each of the parcels of land, situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

- I. The parcel of land delineated and designated D upon the Record of Survey Map filed for record in the office of the County Recorder of said County of Santa Clara in Book 260 of Maps at page 16.
- II. The parcel of land delineated and designated O upon the Record of Survey Map filed for record in the office of said County Recorder in Book 260 of Maps at page 17.
- III. Beginning at the most easterly corner of the 2.329 acre parcel of land described in the deed from The County of Santa Clara to Pacific Gas and Electric Company dated February 24, 1970 and recorded in the office of said County Recorder in Book 8839 of Official Records at page 568, said most easterly corner being a point in the southwesterly boundary line of the 3.995 acre parcel of land conveyed by Clementine Kampfen and others to Pacific Gas and Electric Company by deed dated May 20, 1949 and recorded in the office of said County Recorder in Book 1824 of Official Records at page 261, and running thence north 40° 09' west, along the southwesterly boundary line of said 3.995 acre parcel of land, 16.42 feet; thence north 56° 05' east 50.30 feet to a point in the northeasterly boundary line of said 3.995 acre parcel of land; thence south 40° 09' east, along the

northeasterly boundary line of said 3.995 acre parcel of land, 110.65 feet; thence south 56° 05' west 5.69 feet; thence southerly on a curve to the left with a radius of 40.00 feet, through a central angle of 96° 14' and tangent at the northerly terminus thereof to the preceding course, an arc distance of 67.18 feet to a point in the southwesterly boundary line of said 3.995 acre parcel of land; thence north 40° 09' west, along the last mentioned boundary line, approximately 145 feet to the point of beginning.

The bearing of the southwesterly boundary line of the 50 foot wide strip designated P. G. & E. on the Record of Survey Map filed for record in the office of said County Recorder in Book 254 of Maps at page 35 is taken for the basis of bearings for this description.

County shall construct and maintain its road within said parcels of land so as (a) to maintain a minimum clearance of 12 inches between Pacific's existing pipe line and the substructure for said road and (b) not to reduce the vertical clearance between Pacific's existing electric transmission lines and the ground thereunder below the minimum requirements set forth in General Order No. 95 of the Public Utilities Commission of the State of California.

This grant is made subject to all the provisions of General Order No. 112B of the Public Utilities Commission of the State of California in like manner as though said provisions were set forth herein.

In the event that County's use of said parcels of land shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Pacific's facilities then existing on said parcels of land and County shall notify Pacific in writing of such necessity, Pacific shall proceed to effect such rearrangement, relocation, reconstruction or removal and County agrees to reimburse Pacific for its costs in complying with such notice.

County shall indemnify Pacific, its officers, agents, and employees, against all loss, damage, expense and liability resulting from injury to or death of person, including, but not limited to, employees of Pacific or County, or injury to

RESOLUTION ACCEPTING DEED

WHEREAS, Reid's Hillview Airport, Inc. has tendered to the County of Santa Clara a Grant Deed dated December 8, 1961, and acknowledged December 8, 1961, which deed is sufficient in form to convey good and merchantable title to all that certain real property described therein.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Supervisors of Santa Clara County accept said deed so tendered to it and consent to the recordation thereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this DEC 18 1961 1961, by the following vote:

AYES:	Supervisors	Levin Della Maggiore Hubbard Mehrkens Weichert
NOES:	Supervisors	None
ABSENT:	Supervisors	None

Ed R. Levin

Chairman, Board of Supervisors

ATTEST: JEAN PULLIAN, Clerk
Board of Supervisors

Jean Pullian

The foregoing instrument is a
correct copy of the original

ATTEST: JEAN PULLIAN
Clerk Board of Supervisors

By *Ed R. Levin*
Dated: *Dec 18 1961*

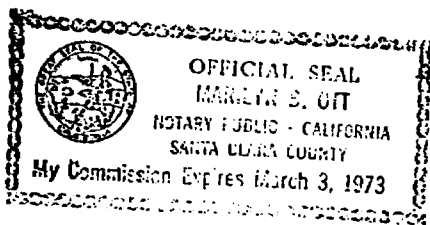
130.14 feet along said Northerly line to the point of beginning.

WITNESS my hand on July 1 1969.

Sig Sanchez
Chairman, Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On July 1, 1969, before me, Marilyn B. Ott, personally appeared Sig Sanchez, known to me to be the Chairman of the Board of Supervisors of the County of Santa Clara, State of California, and known to me to be the person who executed the within instrument on behalf of said County and acknowledged to me that said County of Santa Clara authorized execution of the same.



Marilyn B. Ott
Notary Public

RECORDED
INDEXED
JUL 10 1969
SANTA CLARA COUNTY

This document is being recorded free for the County of Santa Clara pursuant to Government Code Section 6103

3650300

BOOK 8600 PG 639
FILED FOR RECORD
AT REQUEST OF

COUNTY COUNSEL

JUL 10 2 03 PM '69

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOWLES
RECORDER

NO FEE

County of Santa Clara
On this 1st day of April
Erma Evans

BOOK 6049 PAGE 389

in the year one thousand nine hundred and sixty-three, before me

a Notary Public in and for the Santa Clara County of Santa Clara State of California, residing therein, duly commissioned and sworn, personally appeared Walter J. Doyle

known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn

deposed and said: that he resides in the County of Santa Clara

State of California; that he was present and saw Catarino Carlos and Mary V. Carlos

(personally known to him to be the persons described in, and who executed the said within instrument as parties thereto), sign, seal, and deliver the same; that the said parties

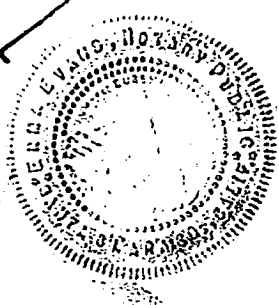
duly acknowledged in the presence of said affiant, that they executed the same and that he, the said affiant,

thereupon, and at the request of said parties, subscribed his name as a witness thereto.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Santa Clara County of Santa Clara the day and year in this certificate first above written.

Erma Evans

Notary Public in and for the Santa Clara County of Santa Clara State of California. My Commission Expires January 10, 1966



Cowdery's Form No. 46 (Acknowledgment-Witness). (C. C. Secs. 1195-1197, C. C. P. Sec. 1935)

90733

240602-Ncr

Carlos
Reid Hillview
71 240602

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of May, 1962³.

By: James T. Toll
~~Director~~/Assistant Director of Public Works of the County of Santa Clara

No Inheritance Consideration

(2)

Joint Tenancy Deed

CLEM MERCIER AND ETHEL MERCIER, his wife,

Grant to ARTHUR L. WICKERSHAM AND MARY LOUISE WICKERSHAM,
his wife,

in joint tenancy, the real property situated in the _____ County
of Santa Clara, State of California, described as follows:

PORTION OF LOT 67, as shown upon that certain Map entitled "Map of the Subdivision of the Fillmore Tract," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane, distant thereon North 50° East 230.77 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 O.R. page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the "Fillmore Tract", above referred to; running thence North 50° East along the said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract 65.00 feet; thence leaving said last named line and running North 40° 09' West and parallel with the Northeasterly line of said 5 acre tract 217.52 feet to an iron pipe; running thence South 50° West and parallel with the said center line of Swift Lane 65.00 feet to an iron pipe; running thence South 40° 09' East and parallel with the Northeasterly line of said 5 acre tract 217.52 feet to the point of beginning.

11/12

Dated: January 13, 1949

Clem Mercier
Ethel Mercier

STATE OF CALIFORNIA }
COUNTY OF Santa Clara }

On January 21, 1949
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared
CLEM MERCIER AND ETHEL MERCIER,
his wife,

known to me to be the persons whose names are subscribed to the

RECORDING DATA

556080
FILED FOR RECORD
AT REQUEST OF

CALIFORNIA PACIFIC TITLE INSURANCE CO.
1949 JAN 21 PM 2:24

Reid Hillview
Lujan
3511-8
TI 240586

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

BOOK 6392 PAGE 196

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 29th day of November, 196³2.

By: James T. Fell
Director/Assistant Director of
Public Works of the County of
Santa Clara

2652055

I.R.S. \$7.15

Grant Deed Individual

EDWIGES LOZANO TORRES and AMELIA TORRES, his wife, joint tenants,

the first parties, hereby GRANT TO

the COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the second party, all that real property situated in the

County of Santa Clara, State of California, described as follows:

BOOK 6551 PAGE 461

Recorded at the request of Title Insurance and Trust Company JUN 22 1964 11:59 AM PAUL R. TEILH, Recorder, Santa Clara County, Official Records

Above space for Recorder

DA

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled "Map of Subdivision of the Fillmore Tract" which Map was recorded February 14, 1888 in the Office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon S. 28° 44' E. 158.77 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the recorded Map hereinafter referred to; thence running along said center line of Swift Avenue S. 28° 44' E. 64.76 feet; to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Arteimo Castro, et ux, by Deed recorded January 12, 1951 in Book 2132, page 540 Official Records; thence leaving said center line of Swift Avenue and running along the Northwesterly line of said Castro parcel S. 49° 51' W. 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinafter referred to; thence along said dividing line N. 40° 09' W. 63.48 feet to a point in said dividing line which bears S. 40° 09' E. 165.15 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue, hereinabove referred to; thence parallel with the said center line of Cunningham Avenue N. 49° 51' E. 349.44 feet to the point of beginning *KS*



WITNESS our hands this 17th day of June, 1964.

Edwiges Lozano Torres
EDWIGES LOZANO TORRES

By his Attorney in Fact:

Amelia Torres
AMELIA TORRES
Amelia Torres
AMELIA TORRES

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this 17th day of June, 1964, before me, G.W. HALE

2612011

2612011

BOOK 6467 PAGE 524

BOOK 6467 PAGE 524

Recorded at request of:

FILED FOR RECORD
AT REQUEST OF:

County Counsel
APR 16 4 05 PM 1964

When recorded mail to:

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

County Counsel

JA

ABOVE SPACE SOLELY FOR RECORDER'S USE

GRANT DEED
(CORPORATION)

GUARDIAN CAPITAL COMPANY

a corporation organized under the laws of the State of California

does hereby GRANT to

COUNTY OF SANTA CLARA OF THE STATE OF CALIFORNIA

all that real property situated in the City of San Jose

County of Santa Clara State of California, described as follows:

ALL OF LOTS 68 and 69, and portion of Lots 66 and 67, as shown upon that certain Map entitled, "MAP OF THE SUBDIVISION OF THE FILLMORE TRACT", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane at the Easternmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to Arthur L. Wickersham, et ux, dated January 13, 1949 and recorded January 21, 1949 in Book 1735 of Official Records, page 286, Santa Clara County Records; running thence N. 50° E. along the said center line of Swift Lane, 698.65 feet to the Easternmost corner of Lot 69, as said Lot is shown upon the Map above referred to; running thence N. 23° 44' W. along the Northeasterly line of said Lot 69 for a distance of 1464.54 feet to the Northernmost corner thereof; running thence S. 49° 51' W. along the Northwesterly line of Lots 69, 68, 67 and 66 of said Subdivision, 1282.19 feet to the Northernmost corner of that certain 5.00 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942 and recorded February 16, 1942 in Book 1084 of Official Records, page 138, Santa Clara County Records; thence running S. 40° 09' E. along the Northeasterly line of the said 5.00 acre tract, 1178.58 feet to the Westernmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to William R. Carroll, et ux, dated August 20, 1947 and recorded August 29, 1947 in Book 1500 of Official Records, page 568, Santa Clara County Records; running thence N. 50° E. along the Northwesterly line of the land so described in the Deed to said Carroll, et ux, 74.07 feet to the Northernmost corner thereof; running thence S. 40° 09' E. along the Northeasterly line of the land so described in the Deed to said Carroll, et ux, 37.16 feet to the intersection thereof with the

SJ 318436 jj1
APN 822-13-48

Return to: County of Santa Clara
Department of Public Works
20 West Hedding Street
San Jose, CA 95110

BOOK 9262 PAGE 274 - 3973359

RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
MAR 22 1971 8:00 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

BOOK 9262 PAGE 274

SH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TAX DUE
GRANT DEED
(INDIVIDUAL)

Document No. 7314-19(21) 800.33
Project South County Airport

ANGELO ROBBA and ADRIANA ROBBA, his wife,

.....
.....
.....
.....
.....

GRANT to the COUNTY OF SANTA CLARA all that real property in the
County of Santa Clara, State of California, described as:

Subdivision A of Lot 137 and Subdivision B of Lot 137, as laid
down, designated and delineated on the Map entitled, "San Martin
Ranch, Map No. 3", which Map is of record in the office of the
County Recorder of the County of Santa Clara, State of California,
in Book "G" of Maps, page 69.

H.R.S.

Grant Deed Individual

2415108

BOOK 6049 PAGE 388

FILED FOR RECORD AT REQUEST OF

The Insurance and Trust Company

JUN 4 2 21 PM 1963

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL F. FEILH
RECORDER

D. H.
Above space for Recorder

NONE

CATARINO CARLOS and MARY V. CARLOS,
his wife, as joint tenants

the first parties, hereby GRANT TO

COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the second party, all that real property situated in the
CITY OF SAN JOSE

County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Cunningham Avenue, distant thereon South 68° 12' West 30.22 feet and South 49° 51' West 152.45 feet from the point of intersection of said center line of Cunningham Avenue with the center line of Swift Avenue, as shown on the Map hereinafter referred to; thence running along said center line of Cunningham Avenue, South 49° 51' West 50.00 feet; thence leaving said center line and running parallel with the line dividing Lots 39 and 40, as shown upon the Map hereinafter referred to, South 40° 09' East 165.15 feet; thence parallel with the center line of Cunningham Avenue, North 49° 51' East 50.00 feet; thence parallel with the line dividing said Lots 39 and 40, North 40° 09' West 165.15 feet to the point of beginning, and being a portion of Lot 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

WITNESS their hands this 31 st
SIGNED AND DELIVERED IN THE
PRESENCE OF:

day of March, 19 63

Catarino Carlos

Walter J Doyle
WALTER J DOYLE

Mary V Carlos

STATE OF CALIFORNIA } ss.
COUNTY OF SANTA CLARA }

On this _____ day of _____, 19 _____, before me,

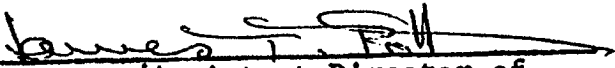
a Notary Public in and for said County and State, personally appeared

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of January, 1962.

By: 
~~Director~~/Assistant Director of
Public Works of the County of
Santa Clara

STATE OF CALIFORNIA

SS

COUNTY OF SANTA CLARA

On 10/5/71 before me Drina Collinspersonally appeared Dominic L. Cortese and
Donald M. Rains, known to me to be the

Chairman and Clerk of the Board of Supervisors of the County of
Santa Clara, State of California, respectively, and known to me to
be the persons who executed the within instrument on behalf of said
County, and acknowledged to me that said County of Santa Clara
authorized execution of the same.

Drina Collins
Notary Public



OFFICIAL SEAL

DRINA COLLINS

NOTARY PUBLIC

Santa Clara County, Calif.

Commission Expires Dec. 1, 1973

I.R.S.
\$10;45

Grant Deed Individual

1943330

IKE A. FUJISHIN and MARJORIE M. FUJISHIN,
husband and wife

BOOK 5055 PAGE 141

the first part ies , hereby GRANT TO

H. A. BARNICK and MARION BARNICK, his
wife,

Recorded at the request of
Western Title Guaranty Co.
SANTA CLARA COUNTY DIVISION
JAN 27 1961 8:48 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

the second part ies , all that real property situated in the City of
San Jose

County of Santa Clara, State of California, described as follows:

Above space for Recorder 2-00

Portion of Lot 34 as shown on the Map of the Subdivision
of the Fillmore Tract, which Map was filed in the office of
the Recorder of Santa Clara, California, February 14, 1888 in
Book C of Maps, at page 57 and more particularly described
as follows:

Beginning at a point in the center line of Cunningham Avenue,
at the Northerly common corner for Lots 34 and 35 as said
Avenue and lots are shown on the Map above referred to; thence
Southwesterly along the said center line of Cunningham
Avenue 120.00 feet; thence Southeasterly and parallel with
the dividing line between said Lots 34 and 35, a distance
of 175. feet; thence Northeasterly and parallel with the
center line of Cunningham Avenue 120 feet to a point on the
said dividing line between said Lots 34 and 35; thence North-
westerly along said last named line a distance of 175 feet
to the point of beginning..



WITNESS OUR hand S this 25th

day of January 1961

Ike A. Fujishin
Ike A. Fujishin

Marjorie M. Fujishin
Marjorie M. Fujishin

When recorded return to
County Counsel
70 West Hedding
San Jose, Calif.

3650300

BOOK 8600 PG 639

GRANT DEED

NO FEE

NO TAX DUE

THE COUNTY OF SANTA CLARA, a body politic and corporate, by and through the Board of Supervisors of the County of Santa Clara, does hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, all that real property situate in the County of Santa Clara, State of California, described as follows:

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of Lots 1 and 4 as said of Amos White, deceased, in Pueblo Tract No. 1, San Jose City Lands, as recorded in Book I of Maps at Page 51, Santa Clara County Records, and being more particularly described as follows:

BEGINNING at the intersection of the Northeasterly boundary of Tract No. 3268, with the Southerly line of Foxdale Drive, as said Tract and Drive are shown on that certain map entitled "Tract No. 3268", which map was filed for record in Book 243 of Maps at Pages 45 and 46, Santa Clara County Records; thence from said point of beginning along said Northeasterly line and its Southeasterly prolongation, said Northeasterly line and Southeasterly prolongation being the Southwesterly line of that certain easement as granted by Clementine Kampfen, et al, to P. G. & E. Company by instrument recorded in Book 343 of Official Records at Page 269, Santa Clara County Records, South 37° 29' 10" East, 1,394.35 feet to an angle point in said Southwesterly line; thence continuing along said Southwesterly line, South 31° 23' 20" East, 331.31 feet to the Southerly line of the hereinabove mentioned "Amos White Tract"; thence along said Southerly line, North 49° 37' 00" East, 130.14 feet to a point on the Westerly line of that 50 foot strip of land described in the deed from Clementine

MAIL TAX

STATEMENTS TO: P.G.&E. 245 Market Street, Room 702, San Francisco, Calif

BOOK 3308 PAGE 372

Dated: October 18, 1955

Clyde B. Silveria
Olivia Silveria

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } ss.

On October 18, 1955
before me, the undersigned, a Notary

Public in and for said County and State, personally appeared CLYDE B. SILVERIA AND OLIVIA SILVERIA

known to me to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same.

[Signature]
Notary Public

Return to: grantee
Address: 777 N. 16th St., SJ

Application No.:

RECORDING DATA

1139215

BOOK 3308 PAGE 371
FILED FOR RECORD
AT REQUEST OF
California Pacific Title Insurance Co.
Oct 19 11 02 A 1955

OFFICIAL RECORDS
SANTA CLARA COUNTY

[Signature]
RECORDER

210 5

B 781 PAGE 746

The land referred to in this policy is described as follows:

All that certain real property in the County of Santa Clara, State of California, described as follows:

PARCEL ONE

PORTION OF LOT 114, as shown upon that certain Map entitled, "San Martin Ranch Map No. 2 being C. H. Phillips' Subdivision of part of the Rancho San Francisco de Las Llagas and La Polka and fractl. Sec. 5 T. 10 S. R. 4 E., and parts of Secs. 32 and 29 and 31, in T. 9 S. R. 4 E., M.D.M., Santa Clara County", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on January 27, 1893, in Book G of Maps, at pages 38 and 39, and more particularly described as follows:

COMMENCING at the common corner for Lots 108, 109, 114 and 115, as shown upon said Map, running thence North $66^{\circ} 11'$ East, 660 feet to the common corner for Lots 114, 115, 120 and 121, of said Subdivision; thence at right angles North $23^{\circ} 49'$ West, 198 feet; thence at right angles South $66^{\circ} 11'$ West, 360 feet to the center line of the Llagas Avenue; thence along the center of said Avenue, South $23^{\circ} 49'$ East, 198 feet to the point of commencement.

EXCEPTING THEREFROM so much thereof as described in the Deed from Samuel Kunkel and Lydia Kunkel to County of Santa Clara, dated September 24, 1940, recorded October 15, 1940 in Book 1001 Official Records, page 555, and more particularly described as follows:

Being a part of Lot 114 of the Subdivision of the San Martin Ranch Map No. 2 as recorded in Map Book G, at page 39, Official Records, of Santa Clara County, California, described as follows:

BEGINNING at the Southeasterly corner of Lot 114 in the center line of Llagas Avenue and running thence North $66^{\circ} 11'$ East 180.00 feet along the line between Lot 114 and 115 of said Ranch Subdivision to a point; thence parallel to the center line of Llagas Avenue, North $23^{\circ} 49'$ West 198.00 feet to the South corner of the lands of M. J. and L. Ferriera; thence South $66^{\circ} 11'$ West 180.00 feet to the center line of Llagas Avenue and South $23^{\circ} 49'$ East 198.00 feet to the place of beginning. Courses true Magnetic Variation $18^{\circ} 00'$ East.

PARCEL TWO

A non-exclusive easement for ingress and egress and for the installation and maintenance of public utilities over a strip of land 30 feet in width the Southeasterly line of which is described as follows:

BEGINNING at the point of intersection of the center line of Murphy Avenue, with the Southeasterly line of Lot 120, as said

Reid Hillview
Chavez.
Parcel 14-15
BOOK 5803 PG 437

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 19 day of November, 1962.

By: James T. Bell
Director/Assistant Director of
Public Works of the County of
Santa Clara

JRK:meb
Revision of 1/4/62

WITNESS hand this day of FEB 9 1965 9 1965.

ATTEST: JEAN PULLAN, Clerk Board of Supervisors

Jean Pullan

Sig Sanchez
Chairman, Board of Supervisors
County of Santa Clara
State of California

STATE OF CALIFORNIA)
County of SANTA CLARA) SS

On FEB 9 1965, before me, DONALD M. RAINS

personally appeared
SIG SANCHEZ and JEAN PULLAN

known to me to be the Chairman and Clerk of the Board of Supervisors of the County of Santa Clara, State of California, respectively, and known to me to be the persons who executed the within instrument on behalf of said County and acknowledged to me that said County of Santa Clara authorized execution of the same.

2804737

BOOK 6867 PAGE 472

Donald M. Rains

Notary Public in and for said County and State

My Commission expires

MY COMMISSION EXPIRES OCTOBER 16, 1967

DONALD M. RAINS

FILED FOR RECORD AT REQUEST OF

CITY OF SAN JOSE
MAR 3 8 49 AM 1965

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

D.H.



This is to certify that the interest in real property conveyed by the deed or grant dated 2-9-65, from County of Santa Clara

to the City of San Jose, a municipal corporation of the State of California, is hereby accepted by the undersigned officer of said City on behalf of the Council of the City of San Jose, pursuant to authority conferred by Resolution No. 17670, of the Council of the City of San Jose, adopted on the 2nd day of November, 1959, and recorded in book 4597 page 461. The Grantee consents to recordation thereof by its duly

STATE OF CALIFORNIA

BER 5907 PG 29

County of Santa Clara } ss.
 On this 28th day of December in the year one thousand nine hundred and Sixty-Two, before me
Erma Evans, a Notary Public in and for the Santa Clara County of Santa Clara
 State of California, residing therein, duly commissioned and sworn, personally appeared
Walter J. Doyle

known to me to be the person whose name is subscribed to the within instrument
 as a witness thereto, who, being by me duly sworn
 deposed and said: that he reside in the Santa Clara County of
Santa Clara, State of California;
 that he was present and saw Guadalupe G. Garcia and
Dominga F. Garcia
 (personally known to him to be the person so described in, and who executed the said
 within instrument as parties thereto), sign, seal, and deliver the same; that the said
Guadalupe G. Garcia and Dominga F. Garcia

duly acknowledged in the presence of
 said affiant, that they executed the same and that he, the said affiant,
 thereupon, and at the request of said Guadalupe G. Garcia and
Dominga F. Garcia subscribed his name as a witness thereto.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
 in the Santa Clara County of Santa Clara the day and year in this
 certificate first above written.

Notary Public in and for the Santa Clara County of Santa Clara State of California.

My Commission Expires January 10, 1966

of said Cunningham Avenue, marking the most easterly corner of lot 16, as said lot 16 is delineated and so designated upon said map, bears North $68^{\circ} 09' 1/2''$ East 923.7 feet distant and running thence South $68^{\circ} 09' 1/2''$ West, along the centerline of said Cunningham Avenue, 53.0 feet; thence North $41^{\circ} 09' 1/2''$ West 19.1 feet; thence North $44^{\circ} 31' 1/2''$ West 627.6 feet to a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map; thence North $40^{\circ} 14'$ West, along the last mentioned boundary line, and the northwesterly prolongation thereof, 2076.0 feet; thence North $37^{\circ} 26'$ West 341 feet to the TRUE POINT OF BEGINNING of the centerline of the herein described twenty foot wide easement. Thence from the True Point of Beginning North $75^{\circ} 04' 15''$ East 52 feet, more or less, to a point on the easterly line of the lands of the Pacific Gas and Electric Company, said point also being the easterly terminus of the centerline of the herein described easement.

Pacific reserves to itself, its successors and assigns, the right to replace, maintain and use its existing underground pipe lines for conveying gas within said strips of land, and the further right to erect, install, replace, remove, maintain and use in, on, along and across said strips of land such underground pipe lines, for any and all purposes, and underground and overhead electric and communication lines as it shall from time to time deem necessary in the conduct of its business.

At least one week prior to the commencement of its operations hereunder, City shall notify Pacific's representative, Mr. J. W. LeGate, at Pacific's Milpitas Gas Terminal, P. O. Box 72, Milpitas, California, telephone AMherst 2-0346.

City shall install its pipe line beneath Pacific's existing pipe lines installed within said strips of land and shall maintain a minimum clearance of 18" between the outer surfaces of City's pipe line and Pacific's existing pipe lines.

City shall promptly backfill any trenches made by it within said strips of land so as to return the surface of the ground as nearly as is practicable to its condition existing prior to City's commencement of its operations hereunder.

The foregoing grant is made subject to all liens and encumbrances which may affect said strip of land and the word "grant" as herein used shall not be

Dated this 7th day of January 1971

Signed and delivered in the presence of

Angelo Robba
Adriana Robba

GRANTOR

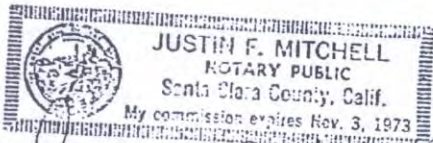
STATE OF CALIFORNIA

County of Santa Clara } ss.

On January 7, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Angelo Robba and Adriana Robba

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



(Seal) Justin F. Mitchell

Name (Typed or Printed)

Notary Public in and for said County and State

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

County of _____ } ss.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____

known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of _____, State of California; that he was present and saw _____

personally known to him to be the person described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

(Seal)

Name (Typed or Printed)

Notary Public in and for Said County and State

(CERTIFICATE OF ACCEPTANCE, GOVT. CODE, SECTION 27281)

This is to certify, that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof, I have hereunto set my hand on JAN 26 1971, 19.....

By _____ Chairman, pro tempore Board of Supervisors County of Santa Clara



5759153
D 083 PAGE 48

Return to:
County of Santa Clara
Transportation Agency
1555 Berger Drive
San Jose, CA 95112

Recorded at the request of
Valley Title Company

AUG 18 1977 8:00AM

Attn: E. D. Hodge.

D 083 PAGE 48

NO TAX DUE

GEORGE A. MANN
REGISTRAR - RECORDER
Santa Clara County, Official Records

SPACE ABOVE THIS LINE FOR RECORDER'S USE. *DA*

RECORD WITHOUT FEE UNDER SECTION 6103,
GOVERNMENT CODE OF THE STATE OF CALIFORNIA. Document No. 7323-1
GRANT DEED [REDACTED] Project South County Airport
Clear Zone
INDIVIDUAL

JOHN KNUDSEN, JR., a married man dealing with his separate property,
HENRY S. KNUDSEN, a married man dealing with his separate property,
ALYS MARIE MELLOW, also known as Alyce Marie Mellow, who acquired
title as Alyce Marie Knudsen, also known as Alys Marie Knudsen,
a married woman dealing with her separate property,

GRANT to the COUNTY OF SANTA CLARA all that real property in the
County of Santa Clara, State of California, described as:

Subdivision No. 1 and 2 of Lot 138-A and Subdivision 2 of Lot No.
138-B of the San Martin Ranch, as laid down on San Martin Ranch
Map No. 3, which Map is recorded in Book "G" of Maps at page 69,
in the Office of the County Recorder of the County of Santa Clara,
State of California.

Excepting therefrom so much thereof as described in the deed from
Henry Knudsen et al to State of California, dated March 30, 1968,
recorded July 19, 1968 in Book 8196 Official Records, Page 171,
as follows:

All of Subdivision 2 of Lot No. 138-B, and a portion of Subdivision
No. 1 and 2 of Lot No. 138-A, as said subdivisions and lots are
shown on the San Martin Ranch Map No. 3, which Map is recorded in
Book "G" of Maps at Page 69 in the Office of the Recorder of the
County of Santa Clara, being more particularly described as follows:

Commencing at the most northerly corner of said Subdivision 2 of
Lot No. 138-B; thence along the northeasterly line of last said
Subdivision South 23° 08' 20" East, 1382.46 feet to the centerline
of Church Avenue (66.00 feet wide); thence along last said line
South 66° 51' 40" West, 1065.58 feet; thence North 23° 08' 20" West,
33.00 feet to the northwesterly line of Church Avenue; thence north
60° 19' 35" East, 653.30 feet; thence North 22° 46' 25" West,
630.51 feet to the southwesterly line of last said subdivision;
thence along last said line North 23° 08' 20" West, 644.61 feet to
the northwesterly line of last said Subdivision; thence along last
said line North 66° 51' 40" East, 1250 feet to the point of
commencement.

ALL PAGES
10
11
825
HRS NO.

All that certain real property situate in the County of Santa Clara, State of California, described as follows:

PARCEL ONE:

PORTION OF LOT 114, as shown upon that certain Map entitled, "San Martin Ranch Map No. 2, being C.H. Phillip's Subdivision of part of the Rancho San Francisco de las Llagas and La Polka and fractl. Sec. 5 T. 10 S., R. 4 E., and parts of Sec. 32 and 29 and 31, in T. 9 S. R. 4 E., M.D.M., Santa Clara County", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on January 27, 1893 in Book "G", pages 38 and 39 of Maps, and more particularly described as follows:

COMMENCING at the common corner for Lots 108, 109, 114 and 115, as shown upon said Map;

running thence North $66^{\circ} 11'$ East 660 feet to the common corner for Lots 114, 115, 120 and 121 of said Subdivision;

thence at right angles North $23^{\circ} 49'$ West 198 feet;

thence at right angles South $66^{\circ} 11'$ West 660 feet to the center line of the Llagas Avenue;

thence along the center of said Avenue, South $23^{\circ} 49'$ East 198 feet to the point of commencement.

EXCEPTING THEREFROM so much thereof as described in the Deed from Samuel Kunkel and Lydia Kunkel to County of Santa Clara, dated September 24, 1940, recorded October 15, 1940 in Book 1001, page 555 of Official Records, and more particularly described as follows:

PORTION OF LOT 114, of the Subdivision of San Martin Ranch Map No. 2, as recorded in Map Book "G", page 39, Official Records of Santa Clara County, California, described as follows:

BEGINNING at the Southeasterly corner of Lot 114 in the center line of Llagas Avenue and running thence North $66^{\circ} 11'$ East 180.00 feet along the line between Lots 114 and 115 of said Ranch Subdivision to a point;

thence parallel to the center line of Llagas Avenue, North $23^{\circ} 49'$ West 198.00 feet to the South line of the lands of M. J. and L. Ferriera;

thence South $66^{\circ} 11'$ West 180.00 feet to the centerline of Llagas Avenue and South $23^{\circ} 49'$ East 198.00 feet to the place of beginning.

Courses true, magnetic variation $18^{\circ} 00'$ East.

PARCEL TWO:

A non-exclusive easement for ingress and egress and for the installation and maintenance of public utilities over a strip of land 30 feet in width the Southeasterly line of which is described as follows:

BEGINNING at the point of intersection of the center line of Murphy Avenue, with the Southeasterly line of Lot 120, as said Avenue and Lot are shown upon that certain Map entitled, "San Martin Ranch Map No. 2 being C. H. Phillips' Subdivision of part of the Rancho San Francisco de Las Llagas and La Polke and fract. Sec. 5 T. 10 S. R. 4 E., and parts of Secs. 32 and 29 and 31, in T. 9 S. R. 4 E., M.D.M., Santa Clara County," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on January 27, 1893 in Book G, pages 38 and 39 of Maps;

thence from said point of beginning South $66^{\circ} 11'$ West along said Southeasterly line of Lot 120 for a distance of 825.00 feet to the westernmost corner of Lot 114, as said Lot is shown upon the Map hereinabove referred to and the terminus of said strip.

P.R.

Reid Hillview Airport
BonCansen
T.I. #240597

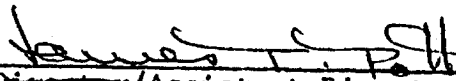
BOOK 6029 PG 247

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 13 day of February, 1963.

By: 
~~Director~~/Assistant Director of
Public Works of the County of
Santa Clara

2473666

D.H.

BOOK 6175 PG 72

248021.

GRANT DEED

489-32-5

CITY OF SAN JOSE, a municipal corporation of the State of California,

does hereby GRANT to

the COUNTY OF SANTA CLARA, a political subdivision of the State of California,

all that real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Lot 9 of the Fillmore Tract, according to Map of said tract of record in the office of the Recorder of the County of Santa Clara, State of California in Book "C" of Maps, at page 57, and also described as Lot 9 as shown upon that certain Map entitled "Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, February 14, 1888 in Book "C" of Maps, at page 57.

Dated: July 10, 1963.

CITY OF SAN JOSE, a municipal corporation

BY Robert Welch
Mayor

And by A.P. Hamann
Franklin D. Knopfle, Deputy
City Manager

✓

When recorded return to
County Counsel
70 West Hedding
San Jose, Calif.

3650300

BOOK 8600 PG 639

GRANT DEED

NO FEE

NO TAX DUE

THE COUNTY OF SANTA CLARA, a body politic and corporate, by and through the Board of Supervisors of the County of Santa Clara, does hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, all that real property situate in the County of Santa Clara, State of California, described as follows:

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of Lots 1 and 4 as said of Amos White, deceased, in Pueblo Tract No. 1, San Jose City Lands, as recorded in Book I of Maps at Page 51, Santa Clara County Records, and being more particularly described as follows:

BEGINNING at the intersection of the Northeasterly boundary of Tract No. 3268, with the Southerly line of Foxdale Drive, as said Tract and Drive are shown on that certain map entitled "Tract No. 3268", which map was filed for record in Book 243 of Maps at Pages 45 and 46, Santa Clara County Records; thence from said point of beginning along said Northeasterly line and its Southeasterly prolongation, said Northeasterly line and Southeasterly prolongation being the Southwesterly line of that certain easement as granted by Clementine Kampfen, et al, to P. G. & E. Company by instrument recorded in Book 343 of Official Records at Page 269, Santa Clara County Records, South 37° 29' 10" East, 1,394.35 feet to an angle point in said Southwesterly line; thence continuing along said Southwesterly line, South 31° 23' 20" East, 331.31 feet to the Southerly line of the hereinabove mentioned "Amos White Tract"; thence along said Southerly line, North 49° 37' 00" East, 130.14 feet to a point on the Westerly line of that 50 foot strip of land described in the deed from Clementine

3489155

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Michael T. O'Kane
Route 1 Box 86
San Martin, California
95046

FILED FOR RECORD
AT REQUEST OF
John O'Kane
SEP 24 3 43 PM '68

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOMLER
RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

BOOK 8273 PAGE 376
201

QUITCLAIM DEED

(Escrow No. _____)
NO TAX DUE

By this instrument dated Sept. 15, 1968, for a valuable consideration,

Franchesca O'Kane

do&S. hereby remise, release and forever quitclaim to

Michael T. O'Kane, as his sole and separate property
the following described Real Property in the State of California, County of Santa Clara

City of _____

SUBDIVISION "B" OF LOT 136 as shown upon that certain Map entitled, "San Martin Ranch Map No. 3" which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on June 8th 1893 in Book G of Maps, at page 69.

Franchesca O'Kane
FRANCHESCA O'KANE

Affix IRS

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

person whose name is

SS.

On Sept. 16, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Franchesca O'Kane

known to me to be the

person subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary's Signature

Type ELLIOT & STEINBERG

My Commission Expires April 6, 1970



ELLIOT G. STEINBERG
NOTARY PUBLIC

Santa Clara County, Calif.

I.R.S.

Grant Deed Individual

Noberta Guerrero, a married woman who
acquired title as Noberta Castro, and
Jose Guerrero, her
husband

the first part *ies*, hereby GRANT TO

COUNTY OF SANTA CLARA, State
of California

the second part *y*, all that real property situated in the
City of San Jose

County of Santa Clara, State of California, described as follows:

FILED FOR RECORD
AT REQUEST OF

Title Insurance and Trust Company

JUL 3 2 23 PM 1963

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

Above space for Recorder

DA

BEGINNING at a point in the center line of Swift Avenue 60 feet wide, distant thereon South 28° 44' East 223.53 feet from the point of intersection thereof with the center line of Cunningham Avenue 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence South 28° 44' East along the said center line of Swift Avenue 67.34 feet to the most Northerly corner of that certain 1.0 acre tract of land conveyed by Anton J. Bondesen, et ux, to John Chavez, et ux, by Deed dated July 18, 1947 and recorded April 8, 1949 in Book 1770 of Official Records, page 216; thence South 49° 51' West along the Northwesterly line of said 1.0 acre tract, 323.29 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinafter referred to; thence North 40° 09' West, along said dividing line 66.01 feet; thence North 49° 51' East, 336.62 feet to the point of beginning and being a part of Lot 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", and which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, page 57.

WITNESS our hands this

this

21st

day of

January

1963

Noberta Guerrero
Noberta Guerrero

Noberta Castro
Noberta CASTRO

Jose Guerrero
Jose GUERRERA

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 21st day of January, 1963, before me, Margaret T. Daniel

B 781 PAGE 747

Avenue and Lot are shown upon that certain Map entitled, "San Martin Ranch Map No. 2 being C. H. Phillips' Subdivision of Part of the Rancho San Francisco de Las Llagas and La Polke and fract. Sec. 5 T. 10 S. R. 4 E., and parts of Secs. 32 and 29 and 31, in T. 9 S. R. 4 E., M.D.M., Santa Clara County; which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on January 27, 1893 in Book G of Maps, at pages 38 and 39; thence from said point of beginning South $66^{\circ} 11'$ West along said Southeasterly line of Lot 120 a distance of 825.00 feet to the Westernmost corner of Lot 11, as said Lot is shown upon the Map hereinabove referred to and ther terminus of said strip,

as granted in the deed from Emilio Gagliardi and Theresa Gagliardi, his wife to Paul Riemer, an unmarried man dated August 17, 1967, recorded August 24, 1967, under Recorder's Serial Number 3274405.

CERTIFICATE OF ACCEPTANCE

(GOVERNMENT CODE SECTION 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 10th day of April 1964.

By: *James T. Hill*
Acting Director of Public Works
County of Santa Clara

STATE OF CALIFORNIA

BOOK 6230 PAGE 22

County of Santa Clara

ss.

On this 10th day of June Erma Evans

in the year one thousand nine hundred and sixty-three, before me a Notary Public in and for the County of Santa Clara

State of California, residing therein, duly commissioned and sworn, personally appeared Walter J. Doyle

known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn

deposed and said: that he reside in the County of Santa Clara, State of California

that he was present and saw Isabel Marron Acosta and Frank Acosta

(personally known to him to be the person described in, and who executed the said within instrument as parties thereto), sign, seal, and deliver the same; that the said Parties

duly acknowledged in the presence of said affiant, that they executed the same and that he, the said affiant, thereupon, and at the request of said Parties

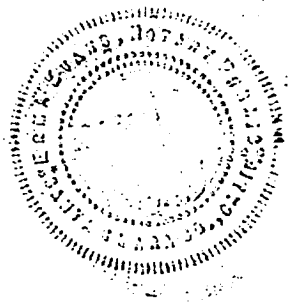
subscribed his name as a witness thereto.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

Erma Evans

Notary Public in and for the County of Santa Clara, State of California.

My Commission Expires January 10, 1966



excepting therefrom the northerly thirty (30) feet of said Cunningham Avenue lying between the Northwesternly and the northeasterly line of lot 9 of said subdivision of the Fillmore Tract and the southerly thirty (30) feet of said Cunningham Avenue between the northeasterly lines of lots 11 and 33 of said subdivision of the Fillmore Tract and a point 210 feet westerly therefrom, all as shown on the attached Exhibit A.

be and the same is hereby vacated, discontinued, and abandoned as a county road, and the Clerk of this Board is hereby directed to cause to be recorded in the Office of the County Recorder of the County of Santa Clara, a certified copy of this resolution and order.

BE IT FURTHER RESOLVED AND ORDERED that there is reserved and excepted from this order of abandonment such easements as may exist to construct, maintain, operate, replace, renew, remove, and enlarge lines of pipe, conduits, and other convenient structures, equipment and fixtures for the operation of sanitary sewer lines, gas pipelines, and for all incidental purposes in connection therewith including access to said described property, to protect the same from all hazards in, upon, over, and across property to be abandoned.

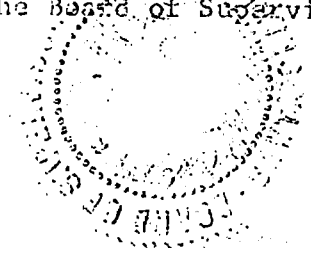
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on OCT 1 1962, 1962, by the following vote:

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

Howard R. ...
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors

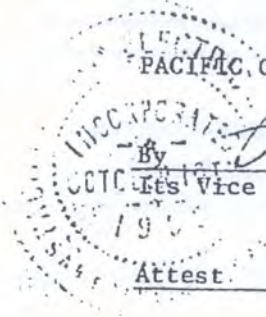
Jean Pullan



a radius of 40.00 feet, through a central angle of 17° 20' 46" and tangent at the northeasterly terminus thereof to a line which has a bearing of south 51° 03' 15" west, an arc distance of 12.11 feet.

The real property hereby conveyed is no longer necessary or useful to Pacific in the performance by it of its duties to the public.

IN WITNESS WHEREOF Pacific has executed these presents this 27th day of August, 1971.



PACIFIC GAS AND ELECTRIC COMPANY

By R. K. Miller
R. K. Miller
Vice President-Personnel and General Services

Attest J. R. Taylor
J. R. TAYLOR
Secretary

San Jose
Dwgs. 26262, B-5152
Sh.18, & 384076 Sh.9
T.7S., R.1E.,
M.D.B. & N.
70-165
1S
tf

Prepared CEH
Checked Taylor
AUG. 10 1970

filed with this Council on October 18, 1965, shall be vacated,
and the same is hereby vacated; said portion of Cunningham
Avenue

in the City of San Jose, County of Santa Clara, State of California,
being particularly described as follows:

BEGINNING at a point in the Northwesterly line of Cunningham Avenue (60 feet wide) at the point of intersection of said Northwesterly line with the common property line of Lots 11 and 12, as said Avenue and Lots are shown upon that certain map entitled "Map of the Subdivision of the Fillmore Tract," which map was filed for record in the office of the County Recorder, Santa Clara County, California, in Book "C" of Maps, at page 57; thence along said Northwesterly line North $49^{\circ} 51'$ East 600.00 feet to a point in a line that is parallel with and distant 60.00 feet, measured at right angles, Southwesterly from the Northeasterly line of Lot 13, as said Lot 13 is shown upon said map; thence at right angles to said Northwesterly line of Cunningham Avenue along said parallel line South $40^{\circ} 09'$ East 60.00 feet to a point in the Southeasterly line of said Cunningham Avenue; thence along said Southeasterly line South $49^{\circ} 51'$ West 810.00 feet to a point in a line that is parallel with and distant 210.00 feet, measured at right angles, Southwesterly from the common property line of Lots 38 and 39, as said Lots 38 and 39 are shown upon said map; thence at right angles to said Southeasterly line of Cunningham Avenue along last said parallel line North $40^{\circ} 09'$ West 30.00 feet to a point in the center line of said Cunningham Avenue; thence along said center line North $49^{\circ} 51'$ East 210.00 feet to a point in the Southeasterly prolongation of said common property line of said Lots 11 and 12; thence at right angles to said center line of Cunningham Avenue along said Southeasterly prolongation of said common property line of said Lots 11 and 12 North $40^{\circ} 09'$ West 30.00 feet to the point of beginning.

RESERVING AND EXCEPTING from said vacation the permanent easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles and other convenient structures, equipment and fixtures, or have same done or performed on behalf of City by any public utility company, for the transportation or distribution of electric energy, including access and the right to keep such property free from inflammable materials and other growth, and otherwise protect the same from hazards in, upon and over the street or part thereof proposed to be vacated, being described as follows:

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the most Westerly corner of Lot 40 at a point in the center line of Cunningham Avenue, as said Lot and Avenue are shown upon the recorded Map hereinafter referred to; thence running along said center line of Cunningham Avenue North $49^{\circ} 51'$ East 100 feet to the most Westerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Catarino Carlos, by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving said center line of Cunningham Avenue and running along the Westerly line of said parcel of land so conveyed to Catarino Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Southerly corner thereof, at a point in the Northerly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Carlos Franco, by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the said Northerly line South $49^{\circ} 51'$ West 100 feet to the point in the Westerly line of said Lot 40; thence along said Westerly line of Lot 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning and being a portion of Lot 40, as shown upon the Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, page 57.

SJ-318435-EL

3792699

WHEN RECORDED RETURN TO:
County Counsel
70 West Hedding Street
San Jose, California
Attention: Gary Voecks

LIBER 8890 PG 706

RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
APR 16 1970
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

LIBER 8890 PG 706

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TAX DUE
GRANT DEED
(INDIVIDUAL)

NO FEE

Document No. 7314-17 800.30
Project South County Airport

MICHAEL T. O'KANE, a married man dealing with his separate property,

GRANT to the COUNTY OF SANTA CLARA all that real property in the
County of Santa Clara, State of California, described as:

SUBDIVISION "B" of LOT 136, as shown upon that certain
Map entitled, "San Martin Ranch Map No. 3," which Map
was filed for record in the Office of the Recorder of
the County of Santa Clara, State of California, on
June 8, 1893 in Book "G" of Maps, at page 69.

Orig - Co. Counsel

BEGINNING at a point in the Southeasterly line of Cunningham Avenue (60 feet wide) distant along said Southeasterly line North $49^{\circ} 51'$ East 270.00 feet from the point of intersection of said Southeasterly line with the common property line of Lots 39 and 40, as said Avenue and Lots are shown upon that certain map entitled, "Map of the Subdivision of the Fillmore Tract," which map was filed for record in the office of the County Recorder, Santa Clara County, California, in Book "C" of Maps, at page 57; thence along said Southeasterly line South $49^{\circ} 51'$ West 810.00 feet to a point in a line that is parallel with and distant 210.00 feet, measured at right angles, Southwesterly from the common property line of Lots 38 and said Lot 39, as said Lots are shown upon said map; thence at right angles to said Southeasterly line of Cunningham Avenue along said parallel line North $40^{\circ} 09'$ West 10.00 feet; thence at right angles and parallel with said Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 538.75 feet; thence at right angles North $40^{\circ} 09'$ West 50.00 feet to a point in the Northwesterly line of said Cunningham Avenue, last said point being distant South $49^{\circ} 51'$ West 1.25 feet along said Northwesterly line from the point of intersection of said Northwesterly line with the common property line of Lots 12 and 13, as said Lots 12 and 13 are shown upon said map; thence along said Northwesterly line North $49^{\circ} 51'$ East 40.00 feet to a point in a line that is parallel with and distant 38.75 feet, measured at right angles, Northeasterly from said common property line of said Lots 12 and 13; thence at right angles to said Northwesterly line along last said parallel line South $40^{\circ} 09'$ East 50.00 feet; thence at right angles and parallel with said Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 231.25 feet; thence at right angles South $40^{\circ} 09'$ East 10.00 feet to the point of beginning.

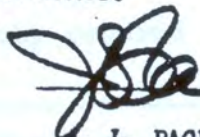
ADOPTED this 15th day of November, 1965, by the

following vote:

AYES: Councilmen - Miller, Shaffer, Solari, Welch and Pace.

NOES: Councilmen - None.

ABSENT: Councilmen - Fischer and James.


 Mayor
 J. L. PACE, M. D.

ATTEST:

The foregoing instrument is a

This is to certify that the interest in real property conveyed by the deed or grant dated 10-6-70, from County of Santa Clara

to the City of San Jose, a municipal corporation of the State of California, is hereby accepted by the undersigned officer of said City of behalf of the Council of the City of San Jose, pursuant to authority conferred by Resolution No. 17670, of the Council of the City of San Jose, adopted on the 2nd of November, 1959, and recorded in book 4597, page 461. The Grantee consents to recordation thereof by its duly authorized officer. THOMAS W. FLETCHER

Dated: 7-13-71

By

Frederick D. Fletcher
City Manager - City of San Jose

BOOK 0420 PAGE 405

I.R.S.
NONE

2499621
Grant Deed Individual

2499621
BOOK 6230 PAGE 21
Recorded at the request of
Title Insurance and Trust Company
OCT 14 1963 11:30 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Record

ISABEL MARRON ACOSTA and
FRANK ACOSTA, her husband

the first parties, hereby GRANT TO

COUNTY OF SANTA CLARA, STATE
OF CALIFORNIA

the second party, all that real property situated in the

County of Santa Clara, State of California, described as follows:

PH
Above space for Recorder

SEE EXHIBIT "A" ATTACHED

WITNESS hand this
Signed and delivered
in the presence of:

Walter F. Doyle

day of April ^{12th} ~~May~~ 19 63
Isabel marron acosta
ISABEL MARRON ACOSTA

Frank Acosta

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA }

On this day of 19 before me,
a Notary Public in and for said County and State, personally appeared

be the person whose name subscribed to the foregoing instrument, and acknowledged to me that known to me to executed the same.

- (3) north $41^{\circ} 06'$ west, along the northeasterly boundary line of said 3.995 acre parcel of land, said northeasterly boundary line being in part the northeasterly boundary line of said parcel of land designated K, a distance of 38.45 feet, and
- (4) north $44^{\circ} 28'$ west, along the northeasterly boundary line of said 3.995 acre parcel of land, 85.16 feet;

thence leaving the boundary lines of said 3.995 acre parcel of land and running

- (5) south $31^{\circ} 13'$ east 45.94 feet;
- (6) southwesterly on a curve to the right with a radius of 40.00 feet, through a central angle of $72^{\circ} 07'$ and tangent at the northeasterly terminus thereof to a line which has a bearing of south $21^{\circ} 03' 45''$ east, an arc distance of 50.35 feet to a point in the southwesterly boundary line of said 3.995 acre parcel of land; thence along the southwesterly boundary line of said 3.995 acre parcel of land,
- (7) south $44^{\circ} 28'$ east approximately 15 feet to the point of beginning.

The bearings and distances used in the above description are based upon said Record of Survey Map.

The real property hereby conveyed is for road purposes only and said real property shall revert to Pacific, its successors and assigns, in the event that County shall fail for a continuous period of five years to maintain and use said real property for road purposes.

Pacific reserves to itself, its successors and assigns, the right to replace, maintain, and use its existing underground pipe lines for conveying gas and its existing crossarms, wires and cables for the transmission and distribution of electric energy, within said real property, and the further right to erect, install, replace, remove, maintain, and use, in, on, along and across said real property such underground pipe lines, for any and all purposes, and underground and overhead electric and communication lines, as it shall from time to time deem necessary in the conduct of its business, but only in locations that will not unreasonably interfere with County's use of said real property for road purposes.

JAN 11-72N

2341

4172341 339084

BOOK 9662⁵⁰ PAGE 276

3003-6967

AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

Pacific Gas & Electric
77 Beale Street
San Francisco, Calif. 94106

BOOK 9662 PAGE 276

Capitol III
2623-18 EX

RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
JAN 11 1972 8:00 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

360

GRANT

DTT # 5.50
Full Value

COUNTY OF SANTA CLARA, a political subdivision of the State of California,
hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,
that certain real property, situate in the City of San Jose, County of Santa
Clara, State of California, described as follows:

Beginning at the northwesterly terminus of a course in the south-
westerly boundary line of the 3.995 acre parcel of land conveyed by
Clementine Kampfen and others to Pacific Gas and Electric Company by
deed dated May 20, 1949 and recorded in the office of the County Re-
corder of said County of Santa Clara in Book 1824 of Official Records
at page 261, which course according to the description contained in
said deed dated May 20, 1949 has a bearing of north 44° 31-1/2' west
and a length of 627.6 feet, said northwesterly terminus according to
the description contained in said deed dated May 20, 1949 being a
point in the southwesterly boundary line of Lot 14 of the Fillmore
Tract according to the official map thereof filed for record in the
office of said County Recorder in Book C of Maps at page 57, and run-
ning thence south 40° 09' east, along the southwesterly boundary line

MAIL TAX STATEMENTS TO:

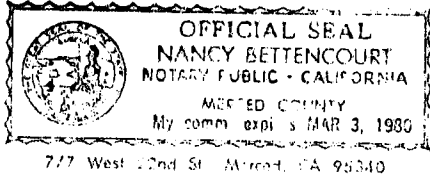
Pacific Gas and Electric Company
245 Market Street
San Francisco, California 94106

STATE OF CALIFORNIA, County of Merced } ss.

ON March 15, 19 77, before me, the undersigned a Notary Public in and for the State of California with principal office in the County of Merced, personally appeared

Norman Mellow

known to me to be the person whose name is _____ is subscribed to the within Instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal.



SIGNATURE OF NOTARY Nancy Bettencourt
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

NOTARY'S NAME AND COMMISSION EXPIRATION DATE PRINTED

STATE OF CALIFORNIA

County of CONTRA COSTA

On this 1st day of April in the year one thousand nine hundred and Seventy-Seven before me Darlene Cope

a Notary Public, State of California, duly commissioned and sworn personally appeared LAURA LOUISE KNUDSEN

known to me to be the person whose name _____ subscribed to the within instrument and acknowledged to me that _____ executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the CONTRA COSTA County of CALIFORNIA the day and year in this certificate first above written.



Darlene Cope
Notary Public, State of California

4/11/79

My Commission Expires.....

1 SPENCER M. WILLIAMS, County Counsel
2 RICHARD S. HARRISON, Deputy County Counsel
3 Room 507, County Administration Building
4 70 West Hedding Street
5 San Jose 10, California
6 Telephone: 299-2111

Attorneys for Plaintiff.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA CLARA

11 COUNTY OF SANTA CLARA,

Plaintiff,

-vs-

14 CLEM MERCIER; ETHEL MERCIER; THE
15 ANGLO SAFE DEPOSIT COMPANY, a
16 corporation; CROCKER-ANGLO NATIONAL
17 BANK, a national banking association;
18 EDWARD B. PARALES; ESTER M. PARALES;
19 DOE ONE; DOE TWO; DOE THREE; DOE
FOUR; DOE FIVE; DOE SIX; DOE SEVEN;
DOE EIGHT; DOE NINE; DOE TEN; and all
other persons unknown claiming any
right, title or interest in and to
the real property described in the
Complaint,

Defendants.

148905

NO.

S U M M O N S

1 YOU AND EACH OF YOU ARE HEREBY DIRECTED to appear and answer
2 the Complaint of plaintiff above named in the above-entitled action,
3 brought against you by the above-named plaintiff in the Superior
4 Court of the State of California, in and for the County of Santa
5 Clara, within ten (10) days after service upon you of this Summons
6 if served within said County, or within thirty (30) days if served
7 elsewhere.

8 This proceeding is brought to condemn fee title in the real
9 property situate in the County of Santa Clara, State of California,
10 hereinafter more particularly described in "Exhibit A", attached
11 hereto and made a part hereof by reference, for a public use, to
12 wit: a county airport.

13 AND YOU ARE HEREBY NOTIFIED to appear and show cause, if any
14 you have, why the said real property should not be condemned as
15 prayed for in the said Complaint, and unless you appear and answer
16 said Complaint as above directed and required, the said plaintiff,
17 County of Santa Clara, will apply to the said court for the relief
18 demanded and prayed for in the said Complaint.

19
20 GIVEN under my hand and the Seal of
21 the Superior Court of the State of
22 California, in and for the County
of Santa Clara, AUG 26 1953.

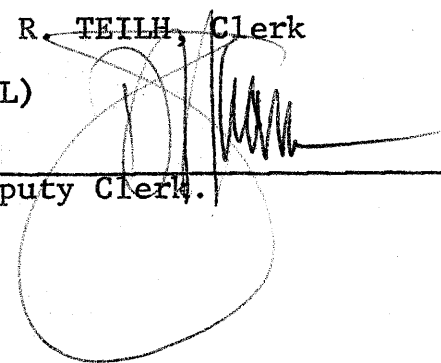
23
24 PAUL R. TEILH, Clerk
25 (SEAL)
26 By  _____
Deputy Clerk.

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PORTION OF LOT 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane, distant thereon North 50° East 230.77 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid et ux to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 Official Records, page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the Fillmore Tract above referred to; running thence North 50° East along the said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 65.00 feet; thence leaving said last named line and running North 40° 09' West and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to an iron pipe; running thence South 50° West and parallel with the said center line of Swift Lane, 65.00 feet to an iron pipe; running thence South 40° 09' East and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to the point of beginning.

(ENDORSED)
FILED
AUG 26 1963
PAUL R. TEILH, Clerk
BY D. H. SWANSON
DEPUTY

1 SPENCER M. WILLIAMS, County Counsel
2 RICHARD S. HARRISON, Deputy County Counsel
3 Room 507, County Administration Building
4 70 West Hedding Street
5 San Jose 10, California
6 Telephone: 299-2111

7 Attorneys for Plaintiff.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA CLARA

10 COUNTY OF SANTA CLARA,

11 Plaintiff,

12 -vs-

13 CLEM MERCIER; ETHEL MERCIER; THE
14 ANGL0 SAFE DEPOSIT COMPANY, a
15 corporation; CROCKER-ANGLO NATIONAL
16 BANK, a national banking association;
17 EDWARD B. PARALES; ESTER M. PARALES;
18 DOE ONE; DOE TWO; DOE THREE; DOE
19 FOUR; DOE FIVE; DOE SIX; DOE SEVEN;
20 DOE EIGHT; DOE NINE; DOE TEN; and all
21 other persons unknown claiming any
22 right, title or interest in and to
23 the real property described in the
24 Complaint,

25 Defendants.

NO. 148905

COMPLAINT IN
EMINENT DOMAIN

26 Plaintiff alleges:

27 I

28 At all times herein mentioned plaintiff, County of Santa
29 Clara, has been and is a body corporate and politic, and a
30 political subdivision of the State of California, and is vested by
31 law with the authority to exercise the power of eminent domain for
the acquisition of real property for county airport purposes
pursuant to Part 3, Title 7, of the Code of Civil Procedure, and
Title 3, Division 2, Part 10, Article 2 of the Government Code of
the State of California.

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II.

Defendants Doe One, Doe Two, Doe Three, Doe Four, Doe Five, Doe Six, Doe Seven, Doe Eight, Doe Nine and Doe Ten have or claim to have an interest in the said real property, the exact nature of which is unknown to plaintiff. The true names or capacities of the said Does One through Ten are unknown to plaintiff, and plaintiff prays leave to amend this complaint so as to substitute therefor the true names and capacities of these defendants when they become known to plaintiff.

III.

Prior to the commencement of this action, the Board of Supervisors of the plaintiff County of Santa Clara, at a duly and regularly convened meeting on August 5, 1963, duly and regularly passed and adopted a resolution stating and determining that public interest and necessity require the acquisition of certain real property for the establishment, construction, maintenance and use thereon of a county airport. A true copy of said resolution is attached hereto as "Exhibit A", and made a part hereof by this reference. The said resolution contains a true and correct description of the real property sought to be condemned in this action. The said real property is the entire parcel or tract owned by the defendants or in which the defendants claim an interest.

IV.

Each and every manner, fact and thing stated and set forth in the said resolution was and is true, and the same is incorporated herein as though fully set forth.

V.

The plaintiff is informed and believes and on such information and belief alleges that the names of all owners of and claimants to some right, title or interest in the property sought

1 to be condemned are as follows: CLEM MERCIER; ETHEL MERCIER; THE
2 ANGLO SAFE DEPOSIT COMPANY; a corporation; CROCKER-ANGLO NATIONAL
3 BANK, a national banking association; EDWARD S. PARALES; ESTER M.
4 PARALES.

5
6 WHEREFORE, plaintiff prays judgment that:

7 1. The said parcels of real property be condemned for
8 plaintiff's use for the purposes set forth above;

9 2. Just compensation for said taking and any damages
10 incidental thereto be assessed as well as any special benefits;

11 3. That all liens and encumbrances of record against the
12 real property sought to be taken be satisfied out of the judgment
13 rendered herein;

14 4. For such other and further relief as the Court may deem
15 just and proper.

16
17 SPENCER M. WILLIAMS, County Counsel
18 RICHARD S. HARRISON, Deputy County Counsel

19 By /s/ Richard S. Harrison
20 Attorneys for Plaintiff.

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31 RSH:cw - 8-19-63

Clem Herrier
Reid-Hillview Airport
Parcel No. 3511-15-2

RESOLUTION TO CONDEMN

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it hereby finds, determines and declares that the public interest, convenience and necessity require the acquisition of said County of the property hereinafter described for the establishment and maintenance thereon of public buildings and grounds to be used by said County for airport purposes.

IT IS HEREBY DETERMINED that the land hereinafter described is required and necessary for the public uses above set out.

BE IT FURTHER RESOLVED that it is necessary to acquire title to all of said land in fee simple absolute for the public uses and purposes above set out, and that said land should be acquired by proceedings in eminent domain in accordance with the appropriate provisions of the Code of Civil Procedure of the State of California relating thereto.

BE IT FURTHER RESOLVED by the Board of Supervisors that the County Counsel of said County of Santa Clara, State of California, be and he is hereby authorized and directed to institute, maintain and prosecute in the name of the County of Santa Clara proceedings in the Superior Court of the State of California, in and for the County of Santa Clara, for the condemnation of said real property hereinafter described for the uses and purposes hereinabove set out, and to take all steps which may be necessary or proper to be taken for the condemnation thereof.

That said land is more particularly described as follows:

"All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

"PORTION OF LOP 67, as shown upon that certain Map entitled 'Map of the Subdivision of the Fillmore Tract',

which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

"BEGINNING at a point in the center line of Swift Lane, distant thereon North 90° East 230.77 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid et ux to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942, in Book 1084 Official Records, page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the Fillmore Tract above referred to; running thence North 50° East along the said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 65.00 feet; thence leaving said last named line and running North 40° 09' West and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to an iron pipe; running thence South 50° West and parallel with the said center line of Swift Lane, 65.00 feet to an iron pipe; running thence South 40° 09' East and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to the point of beginning."

BE IT FURTHER RESOLVED that the land hereinabove described is selected and located in the manner which will be most compatible with the greatest public good and the least private injury, and that said land hereinabove described is, in the opinion of this Board, that which is best adapted for the public uses and purposes hereinabove set out.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 5 day of AUG, 1963, by the following vote:

AYES: Supervisors, Della Maggiore Spangler Michrkens Sanchez
NAYS: Supervisors, None
ABSENT: Supervisors, Levin

R. H. Michrkens

Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors.

Jean Pullan

The foregoing instrument is a correct copy of the original

ATTEST: JEAN PULLAN
Clerk Board of Supervisors

By *D. M. Williams*
Dated: AUG 5 1963

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SPENCER M. WILLIAMS, County Counsel
RICHARD S. HARRISON, Deputy County Counsel
Room 307, County Administration Building
70 West Hedding Street
San Jose 10, California
Telephone: 299-2111

Attorneys for Plaintiff.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

COUNTY OF SANTA CLARA,

Plaintiff,

NO.

-vs-

LIS PENDENS

CLEM MERCIER; ETHEL MERCIER; THE
ANGLO SAFE DEPOSIT COMPANY, a
corporation; CROCKER-ANGLO NATIONAL
BANK, a national banking association;
EDWARD B. PARALES; ESTER M. PARALES;
DOE ONE; DOE TWO; DOE THREE; DOE
FOUR; DOE FIVE; DOE SIX; DOE SEVEN;
DOE EIGHT; DOE NINE; DOE TEN; and all
other persons unknown claiming any
right, title or interest in and to
the real property described in the
Complaint,

Defendants.

1 NOTICE IS HEREBY GIVEN that plaintiff has filed a proceeding
2 against the above-named defendants in the above-entitled Court
3 affecting the title to and right of possession of the hereinafter
4 described parcel of real property, which said proceeding is now
5 pending; that said proceeding is for the purpose of condemning a
6 fee simple title in said parcel of land for a public use, to wit:
7 for a county airport.

8 The real property affected by said proceeding is situated in
9 the County of Santa Clara, State of California, and is more
10 particularly described in Exhibit A, attached hereto and made a
11 part hereof by reference.

12
13 DATED: AUG 23 1963

14
15 SPENCER M. WILLIAMS, County Counsel
16 RICHARD S. HARRISON, Deputy County Counsel

17 By /s/ Richard S. Harrison
18 Attorneys for Plaintiff.

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RSH:cw - 8-19-63

- 2 -

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PORTION OF LOT 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane, distant thereon North 50° East 230.77 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid et ux to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 Official Records, page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the Fillmore Tract above referred to; running thence North 50° East along the said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 65.00 feet; thence leaving said last named line and running North 40° 09' West and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to an iron pipe; running thence South 50° West and parallel with the said center line of Swift Lane, 65.00 feet to an iron pipe; running thence South 40° 09' East and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to the point of beginning.



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 22, 1962

- Department of Public Works
- 20 West Rosa Street
- San Jose, California

IMPORTANT
When replying refer to
Our No. **240592**

Fees: \$52.50

Your No.
Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. Blanchard Title Officer

Vestee: **CLEM MERCIER and ETHEL MERCIER,**
his wife, as joint tenants

250 0906

Exceptions:

- First:** Taxes for the fiscal year 1962-63 now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Lane.
- Third:** Deed of Trust by Arthur L. Wickersham and Mary Louise Wickersham, his wife to The Anglo Safe Deposit Company, a corporation, as Trustee, to secure the payment to The Anglo California National Bank of San Francisco, a national banking association, of \$6,000.00 and additional advances, dated October 26, 1951, recorded November 7, 1951 in Book 2312 Official Records, page 202, (Recorder's Serial Number 756012).
- Crocker-Anglo National Bank, a national banking association, successor by merger to Anglo California National Bank, formerly The Anglo California National Bank of San Francisco, a national banking association, is now beneficiary under the above Deed of Trust.
- Fourth:** Agreement of Sale executed by Clem Mercier and M. Ethel Mercier, his wife to Edward B. Parales and Ester M. Parales, his wife, as joint tenants, dated June 1, 1957, recorded November 20, 1959 in Book 4614 Official Records, page 206, (Recorder's Serial Number 1728009).

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

Note 1: The above vestees acquired title to premises by Deed from Arthur L. Wickersham and Mary Louise Wickersham, his wife, dated September 30, 1955, recorded October 25, 1955 in Book 3314 Official Records, page 435, and to which Deed there were affixed Revenue Stamps in the sum of \$4.40.

Note 2: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 3: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-15-002. Code Number 43-81.

First installment	\$149.24
-------------------	----------

Second installment	\$149.24
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The above installments include \$20.53 personal property tax.

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value of real estate	\$600.00
Assessed value of improvement	2750.00
Assessed value of personal property	250.00

The address of the above vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Edward B. and Ester M. Pareles, Rt. 7 Box 308, San Jose, California.

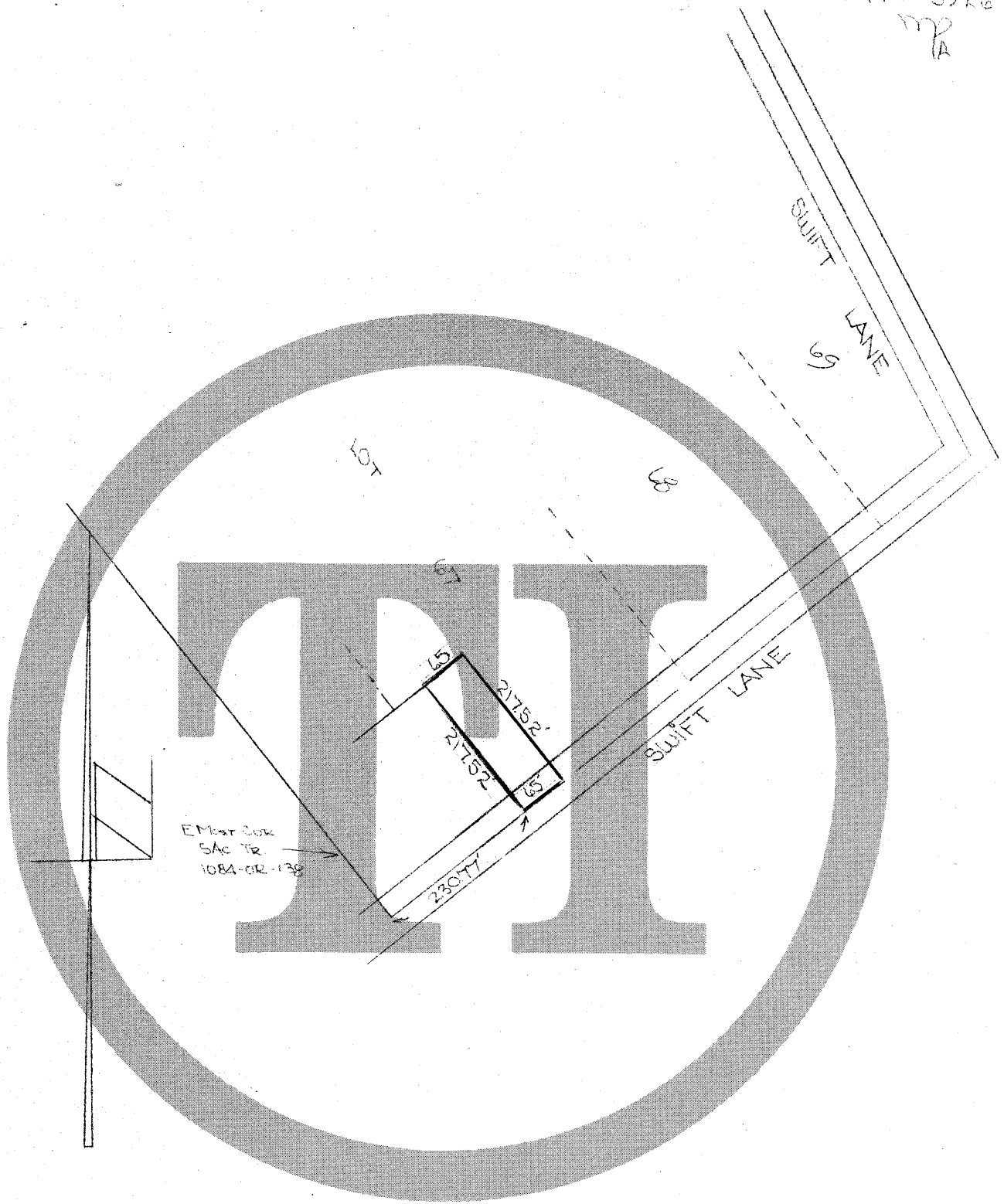
Note 5: The effect of the Map filed in the office of the County Recorder of Santa Clara on September 18, 1952 in Book 2 of Official Plan Lines, at page 5, under City Ordinance No. 84, whereon a building line is shown 15 feet from exterior lines of Swift Lane.

DESCRIPTION

For description of the real property referred to herein see Exhibit A attached hereto and made a part hereof.

rpf/mf

240592
MM 3926
MP
A



PTN LOT 67

FILLMORE TR.

CAM 489-15



This is not a survey of the land but is compiled for information by the
 Title Insurance and Trust Company from data shown by the official records.

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PORTION OF LOT 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

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CON. ANATION RESOLUTION REQUEST
RIGHT OF WAY OR PROPERTY DATA SHEET

S.D.# 2

To: _____ Project: Reid Hillview Parcel No.: 3511-15-2
 Grantor: C. Mercier (Parales) Telephone: _____ Entire Area: _____
 Property Address: N. side Swift Lane, 750' W Swift Ave. 12,189+ sq. ft. or 0.280+ ac
 Mailing Address: Route 7, Box 308, San Jose Part Required: _____
 Jurisdiction: San Jose sq. ft. or All ac
 Remainder: None ac

Unit Land Cost: (Nomesite Value) Budget Appraisal O.I.P.
 Sq. Ft.: \$ 0.20 196 196 3 Deposit Settlement
 Acre: \$ 9,000
 Land Acquired: \$ 2,500
 Sq. Ft.: 12,189+
 Acre: 0.280+

Improvements: \$12,000

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$14,500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

<u>Description of Improvement Acquired</u>			
<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
1. Resid.5	1396	10	Good
2. Fam. Hm. w/kitchen included above			
3. Porch	25		
4. Carports	493		

Owner wants about \$16,000 and says he will not settle for less. Owner has rejected offer of \$14,500.

Title Co.: Title Insurance & Trust
 # 240592 Date: Aug. 27, 1962
 Grantor Acquired Date: Sept. 30, 1953
 I.R.S. \$4.40
 Appraised by: Clevenger & Samuelson's Staff
 Date: Nov. 1961 June 62 & Jan. 63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready (Doyle)
 Dep. County Counsel: Harrison

Approval _____
 To County Counsel:
 Agenda: 9/29/63 Item# _____

Ph: 2079 Tully Rd
 251-4849

RIGHT OF WAY DATA SHEET

Grantor Ed. B. Parales, et al Project: Reid-Hillview Airport Parcel No.: 3511-15-2
 Property Address 2079 Tully Road, San Jose Entire Area:
 Mailing Address: X John Turner, 511 E. Campbell 12,189± sq. ft. 0.280 ac
Campbell
 Telephone: 378-2121 Part Required:
 Jurisdiction: San Jose sq. ft. All ac
 Remainder:
 sq. ft. None ac

Unit Land Cost:	Appraisal	O.P.	Settlement
Sq. Ft.: \$ <u>0.20</u>	19 <u>61</u>	Deposit	
Acres: \$ <u>9,000</u>	\$ <u>2,500.00</u>		\$ <u>2,500.00</u>
	<u>HomeSite</u>		
Improvements:	\$ <u>13,000.00</u>		\$ <u>13,000.00</u>
Damages:			
Benefits:			
Other Consideration			
Total Consideration:	\$ <u>15,500.00</u>		\$ <u>15,500.00</u>
	Cash to Grantor:		\$ <u>15,500.00</u>

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Continued Occupancy
7. Settlement Justification
8. Title Exceptions
9. **Special Note**

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
	1-story wd. frame & stucco res., attached carport		
5	1,396	12	Good

ITEM #1 - REMOVAL OF IMPS. BY GRANTOR
 Clause 15 permits owner to remove outside window awnings.

ITEM #3 & 6 - RENTAL CONTINUED OCCUPANCY
 Owner has 15-day grace period after close of escrow and per Clauses 11 & 12 can rent from County following end of grace period until June 15, 1962, for \$70/month plus \$5/month for water service.

ITEM #4 - \$140 is withheld per Clause 13
Special Note: Clause 16 obligates County to have \$15,500 in escrow by 2-17-63 or deal is void.

ITEM #8 - TITLE EXCEPTIONS
 Clear: 1. Taxes 3. Trust deed
 4. Agreement of sale.
 Subject to:
 2. Rights of public to use of roadway (Swift Lane).

Title Co.: Title Insurance
 No.: 240902 Date: 8-25-63
 Grantor Acquired: 1963
 I.R.S. \$ unknown
 Appraised by: Clevenger & Staff
 Date: November 1961
 Type of Title: Fee
 Zoning: Residential
 Access Rights: None
 Suit Filed: 8-26-63
 O.P.: None
 Agreements: Attached
 Resolutions:
 Deeds: To escrow Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: K. Harrison

Approval

To County Counsel: 12/23 Item # _____
 Agenda: 12/23

Board of Supervisors _____
County Counsel _____
Owner _____
Title Company _____
Controller _____
Public Works _____

S. D. No. 2
Project: Reid Hillview Airport
Parcel No.: 3511-15-2
Grantor: Parales

AGREEMENT FOR PURCHASE OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and _____
Edward B. Parales and Esther M. Parales

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Fifteen thousand and Five Hundred Dollars & No Cents (15,500.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except paragraph #2 as set forth in Title Insurance & Trust Company preliminary title report #240592 dated August 27, 1962

and agrees that said deed will be deposited with the _____
& Trust
Title Insurance/Company in escrow account number 240592 not later than 30 days after execution of this agreement by the ~~Owner~~ County.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Said escrow costs shall not, however, include usual and customary reconveyance fees, trustee's fees, forwarding fees, or penalty (if any) for payment in full in advance of maturity incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by the Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall execute this agreement within sixty (60) days after date of signing of this agreement by the Owner; if the County does not execute this agreement within said 60 day period, said agreement is void.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Lease Warranty

The Owner warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Owner further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Owner's for a period exceeding one month.

11. Rental Agreement:

It is agreed that the County will rent the property on County form of rental agreement to the Owner commencing fifteen (15) days after date of recordation of the deed conveying title to County. It is further agreed that the County will rent the property to the Owner until June 15, 1964, at a monthly rental rate of \$70.00, subject to all terms and conditions in said rental agreement. Said rental agreement is attached hereto as Exhibit B and made a part hereof by this reference.

12. Delivery of Property Vacant

It is agreed the Owner shall deliver the premises vacant to the County on or before June 15, 1964, in good order and condition, including such improvements as may be made thereon hereafter, the usual wear and tear and damage by the elements excepted, and shall not make any alterations thereon without the written consent of the County and shall not commit or suffer to be committed any waste upon said premises.

13. Withheld Funds:

One Hundred and Forty Dollars and No Cents (\$140.00) will be held in escrow and will be released to the Owner when conditions in Item 12 above have been met.

14. Right to Enter and Sell Improvements:

It is further agreed by and between the parties hereto that after the close of escrow and prior to June 15, 1964, if the County deems it necessary in order to complete its construction project on schedule, the County and/or its agent(s), has the right to sell the improvements on the property even though occupied. Said improvements would not in this case be removed until after June 15, 1964.

15. Personal Property

It is understood and agreed that the outside window awnings are the personal property of the Owner, and said awnings are not herein being purchased by County.

16. It is understood and agreed between the parties hereto that unless County shall have deposited into escrow on or before February 17, 1964, the sum of \$15,500, together with instructions to title company to close the escrow when title company can issue a policy of title insurance insuring County as legal owner of the property, that said escrow shall be cancelled and this agreement void in every respect.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California this ____ day of _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 10th day of December,
19 63.

Edward B. Parales
Edward B. Parales

Esther M. Parales

Esther M. Parales
Owner

Address 2079 Tully Road

San Jose, California

APPROVED AS TO FORM:

SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

4-5-63

EXHIBIT A

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PORTION OF LOT 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

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RENTAL AGREEMENT

This agreement, by and between Santa Clara County, lessor,
Parales
and Edward B. & Esther M./, lessee, covers the rental of
one frame dwelling at 2079 Tully Road, San Jose, California.

It is agreed that the rental of \$70.00 per month and \$5.00 for
water service shall be on a month-to-month basis, payable in
advance starting fifteen (15) days following the date of recor-
dation of title.

It is understood and agreed that lessee's occupancy under this
agreement shall not extend beyond June 15, 1964.

Signed: _____

Executed this _____ day of _____, 19____.

EXHIBIT

B

RIGHT OF WAY DATA SHEET

Grantor Edw. B. Parales, et al Project: Reid-Hillview Airport Parcel No.: 3511-15-2
 Property Address 2079 Tully Road, San Jose Entire Area:
 Mailing Address: % John Turner, 511 E. Campbell 12,189+ sq. ft. 0.280 ac
Campbell
 Telephone: 378-2121 Part Required:
 Jurisdiction: San Jose sq. ft. All ac
 Remainder:
 sq. ft. None ac

Unit Land Cost:	Appraisal	O.P.	Settlement
Sq. Ft.: \$ <u>0.20</u>	<u>1961</u>	Deposit	
Acres: \$ <u>9,000</u>			
<u>Homesite</u>	\$ <u>2,500.00</u>		\$ <u>2,500.00</u>
Improvements:	\$ <u>13,000.00</u>	<u>AGENDA</u>	\$ <u>13,000.00</u>
Damages:		DATE <u>12-23-63</u>	
Benefits:		ITEM NO. <u>8b</u>	
Other Consideration		ENC. NO. <u>10</u>	

BOARD ACTION

Total Consideration: \$ 15,500.00 \$ 15,500.00
 Cash to Grantor: \$ 15,500.00

- 1.X Removal of Imps. by Grantor
- 2. Const. Contract Items
- 3.X Rentals
- 4.X Withheld Funds
- 5. Excess Lands
- 6.X Continued Occupancy
- 7. Settlement Justification
- 8.X Title Exceptions
- 9.X Special Note

<u>Description of Improvement Acquired</u>				
<u>No. of</u>	<u>Area</u>	<u>Age</u>	<u>Condition</u>	
<u>Rooms</u>	<u>Sq. Ft.</u>			
1-story wd.	frame & stucco res.			, attached carport
5	1,396	12	Good	

Title Co.: Title Insurance
 No.: 240592 Date: 8-28-63
 Grantor Acquired: 1963
 I.R.S. \$ unknown
 Appraised by: Clevenger & Staff
 Date: November 1961
 Type of Title: Fee
 Zoning: Residential
 Access Rights: None
 Suit Filed: 8-26-63
 O.P.: None
 Agreements: Attached
 Resolutions: _____
 Needs: To escrow Maps: Display
 W Agent: Justin F. Mitchell
 p. Co. Counsel: R. Harrison

ITEM #1 - REMOVAL OF IMPS. BY GRANTOR
 Clause 15 permits owner to remove outside window awnings.

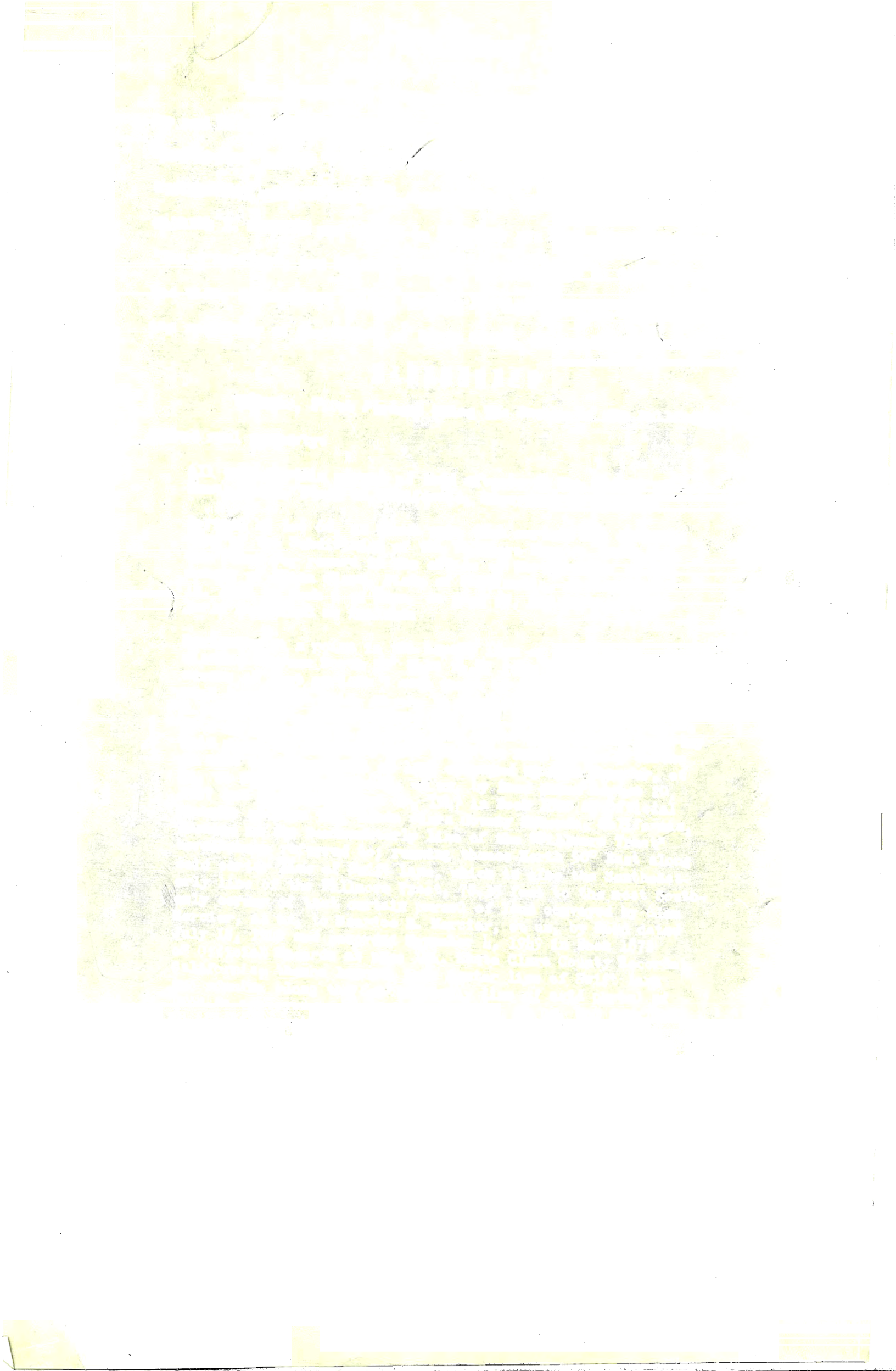
ITEM #3 & 6 - RENTAL CONTINUED OCCUPANCY
 Owner has 15-day grace period after close of escrow and per Clauses 11 & 12 can rent from County following end of grace period until June 15, 1962, for \$70/month plus \$5/month for water service.

ITEM #4 - \$140 is withheld per Clause 13
 Special Note: Clause 16 obligates County to have \$15,500 in escrow by 2-17-63 or deal is void.

ITEM #8 - TITLE EXCEPTIONS
 Clear: 1. Taxes 3. Trust Deed
 4. Agreement of sale.
 Subject to:
 2. Rights of public to use of roadway (Swift Lane).
 o's

E.D. Hodge
 Approval
 County Counsel:
 Date: 12/23/63 Item #
 (faces RC-11)

THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637
TEL: 773-936-3000
WWW.CHICAGO.EDU



...with the...
...to an iron pipe in the...
...of said...
...at the...
...with the...
...feet to the point of beginning.

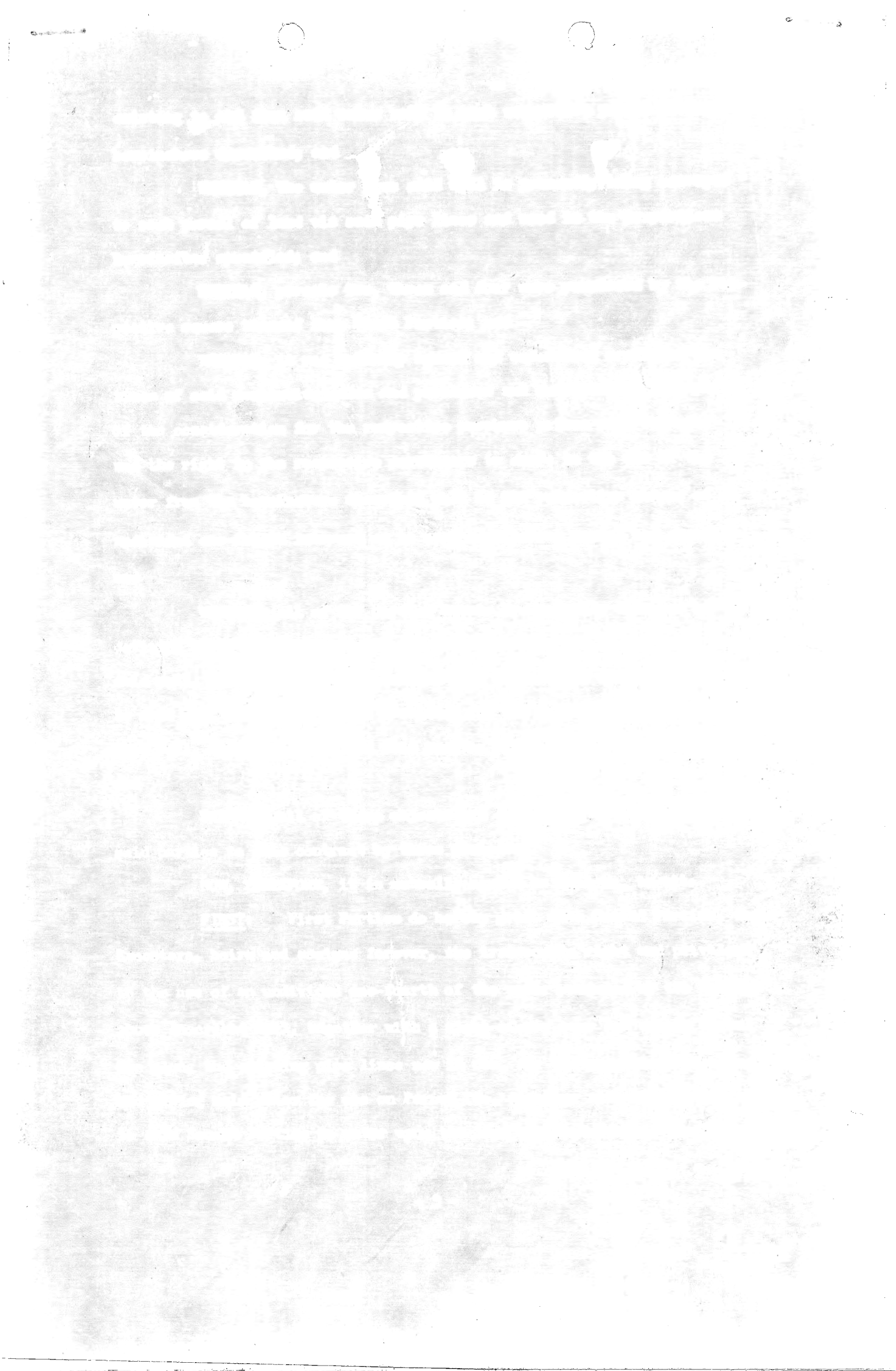
hereinafter and for the purposes of this Indenture called Parcel One; and

WHEREAS, Second Parties are the owners of that certain parcel of land situated in the County of Santa Clara, State of California, described in the Deed from Glen Mercer and M. Ethel Mercer, his wife, to William A. Carroll and Edith Louise Mercer, his wife, which said deed was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on January 21, 1943 in Book 1121 of Official Records, page 286, bearing Recorder's Serial No. 25480, hereinafter and for the purposes of this Indenture called Parcel Two; and

WHEREAS, Third Parties are the owners of that certain parcel of land situated in the County of Santa Clara, State of California, described in the Deed from Glen Mercer and M. Ethel Mercer, his wife, to William A. Mercer and Edith Louise Mercer, his wife, which said deed was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on August 29, 1947 in Book 1500 of Official Records, page 104, bearing Recorder's Serial No. 47713, hereinafter and for the purposes of this Indenture called Parcel Three; and

WHEREAS, Fourth Parties are the owners of that certain parcel of land situated in the County of Santa Clara, State of California, described in the Deed from Glen Mercer and M. Ethel Mercer, his wife, to William Carroll and Geraldine E. Carroll, his wife, which said deed was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on August 29, 1947 in Book 1500 of Official Records, page 104, bearing Recorder's Serial No. 47713, hereinafter and for the purposes of this Indenture called Parcel Four; and

WHEREAS, there is presently existing...
...well complete with pump and...
...and...
...and...



of operating and maintaining said pumps, machinery and replacements, and doing necessary maintenance work on said pumping plant and pipe lines, said easement and right-of-way herein granted for pipe line purposes to be maintained at the location where the present pipe line is now installed.

Article First Parties do hereby grant unto Third Parties, their Executors, heirs and assigns forever, the irrevocable right and privilege to the use of an undivided one-fourth of the water produced by the hereinabove described well, together with a right-of-way over and under Parcel One, along the existing pipe line now in use, for the purpose of securing and taking said water for use on Parcel One, together with the further right to said Third Parties to enter upon the land of First Parties for the purpose of operating said pumping plant, making necessary repairs and replacements, and doing necessary maintenance work on said pumping plant and pipe lines, said easement and right-of-way herein granted for pipe line purposes to be maintained at the location where the present pipe line is now installed.

Article First Parties do hereby grant unto Second Parties, their Executors, heirs and assigns forever, the irrevocable right and privilege to the use of an undivided one-fourth of the water produced by the hereinabove described well, together with a right-of-way over and under Parcel One, along the existing pipe line now in use, for the purpose of securing and taking said water for use on Parcel One, together with the further right to said Second Parties to enter upon the land of First Parties for the purpose of operating said pumping plant, making necessary repairs and replacements, and doing necessary maintenance work on said pumping plant and pipe lines, said easement and right-of-way herein granted for pipe line purposes to be maintained at the location where the present pipe line is now installed.

Article Third Parties do hereby grant unto Second Parties, their Executors, heirs and assigns forever, the irrevocable right and privilege to the use of an undivided one-fourth of the water produced by the hereinabove described well, together with a right-of-way over and under Parcel One, along the existing pipe line now in use, for the purpose of securing and taking said water

16-1024

In witness whereof, the parties have hereunto set their hands and year first hereinafore written.

John W. ...

W. C. ...

...

...

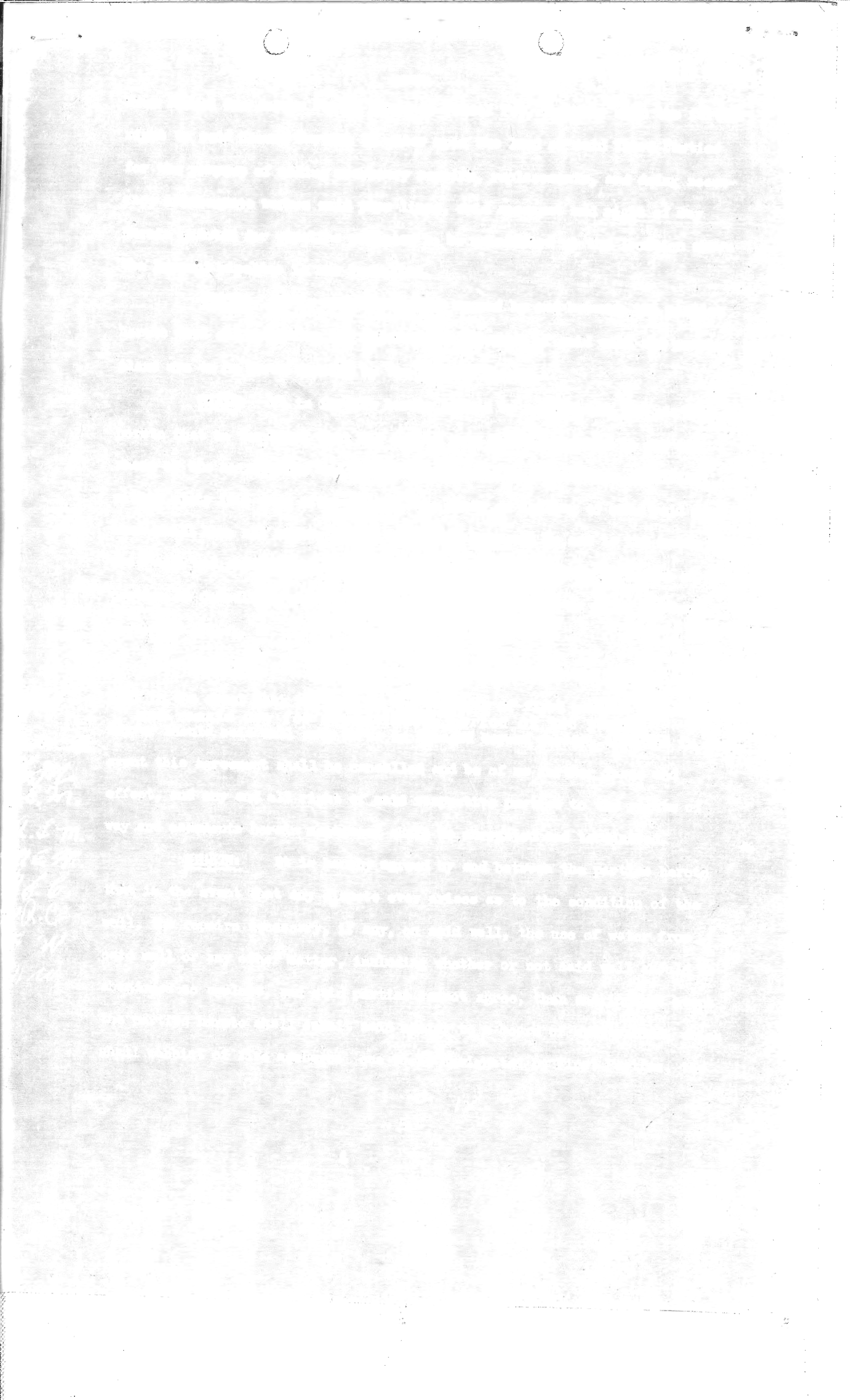
...

...

...

...

...



ARTICLE 10. Mutual use of the water...
If hereinafter...
and or combination of the parties to this agreement, their
successors and assigns, may elect to preserve their...
rights in and to the water...
elements and rights of the...
specified by taking over the operation of said...
plant for their...
shall bear all the...
and operation of the...
shall be...
and the...
shall be...
of their...
shall be...
rights of the...

Any provision...
of this agreement shall be...
of this paragraph.

THESE THINGS ARE DONE BY THE POWER OF THE
MIND TO BE SEEN BY THE EYE

THESE THINGS ARE DONE BY THE POWER OF THE
MIND TO BE SEEN BY THE EYE

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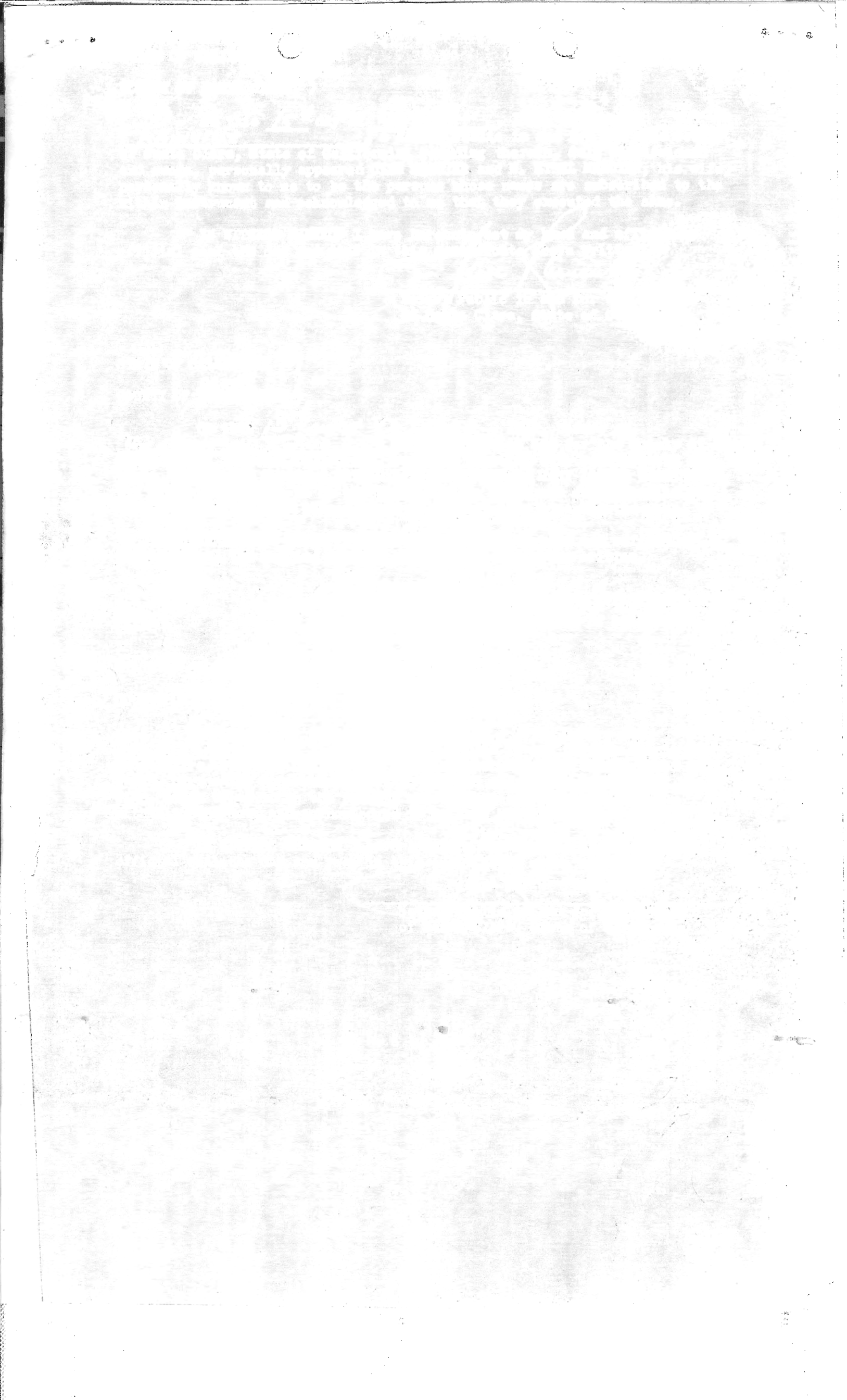
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MIND TO BE SEEN BY THE EYE

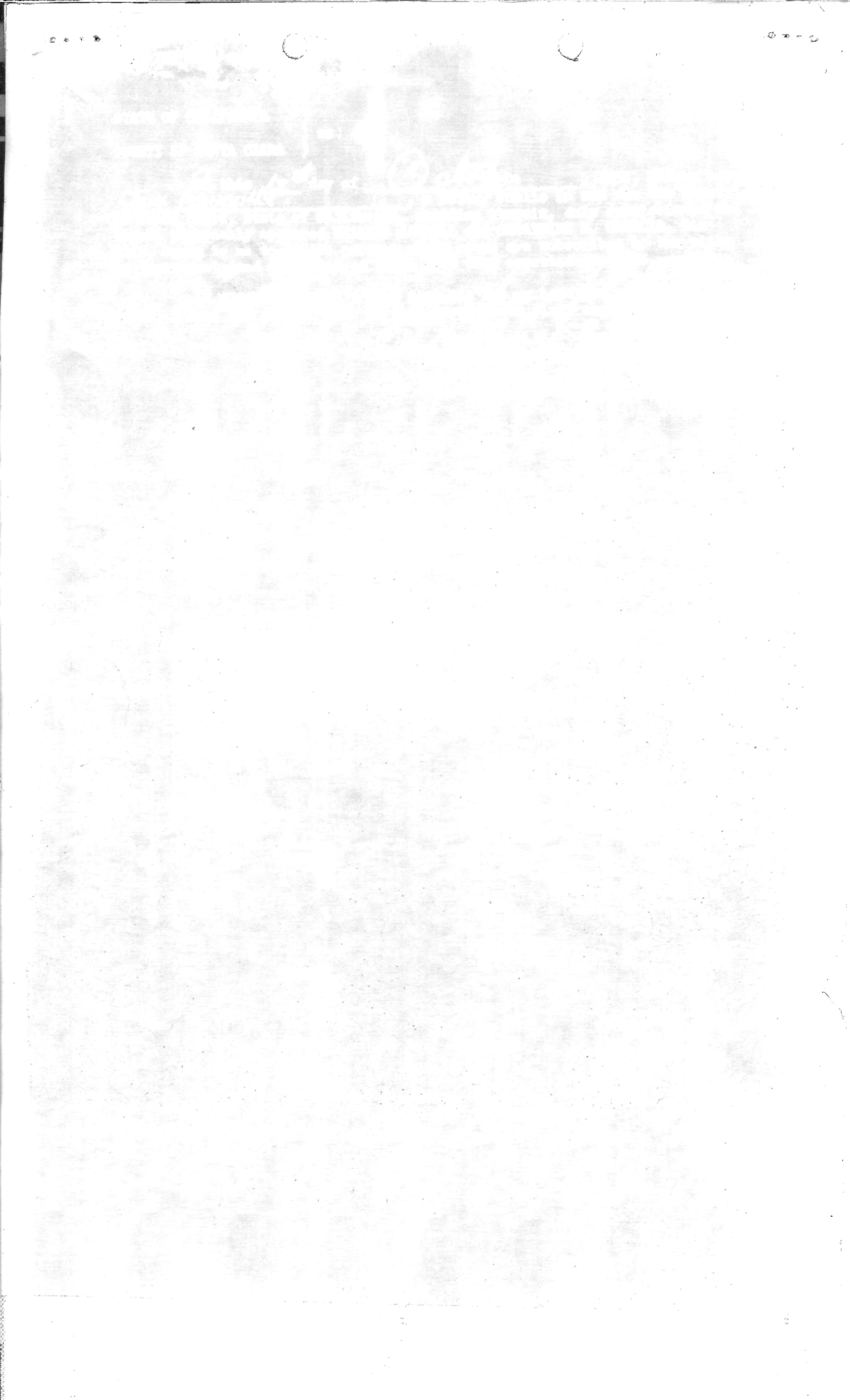
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MIND TO BE SEEN BY THE EYE

THESE THINGS ARE DONE BY THE POWER OF THE
MIND TO BE SEEN BY THE EYE





County of Santa Clara

S.D #2



COUNTY COUNSEL SPENDER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

December 13, 1963

Mr. E. D. Hodge
Chief Right of Way Agent
Department of Public Works
County of Santa Clara
San Jose, California

Re: County v. Mercier (Parales)
Reid-Hillview Airport (Parcel No. 3511-15-2)

Dear Mr. Hodge:

Enclosed are five copies of the purchase agreement covering the above parcel, which have been approved as to form. The document labeled "Rental Agreement" prepared by your staff and attached as Exhibit B to the purchase agreement, does not of course meet the standards of the normal county lease, and I construe it as merely a memorandum between the parties of a month-to-month rental arrangement, in addition to the terms set forth in the agreement itself.

The agreement may be presented to the Board of Supervisors for execution by them without the necessity of adopting a resolution of intention to purchase and the subsequent resolution consummating the purchase. Government Code Section 25350 sets forth the basic requirement that county land purchases in excess of \$2,000.00 be initiated by resolution of intention which must be published. However, the section specifically excludes from its requirements the settlement of eminent domain actions and acquisitions for county highways. To follow the resolution procedure in these two instances is therefore unnecessary, time consuming, and costly to the county, and the County Counsel advises that we should no longer follow such procedures.

AGENDA

DATE 12-23-63
ITEM NO. 86
ENC. NO. 10
BOARD ACTION with
encl.

COPY

Mr. E. D. Hodges
December 13, 1963
Page 2

You may therefore present the agreements to the Board for execution advising them that the particular acquisition is in settlement of an eminent domain action.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *RS*
Richard S. Harrison
Deputy County Counsel

RSH:cw - encl.

cc: ~~Mr.~~ James T. Pott

COPIED

DEPT.

1963

MEMORANDUM

To: Myron L. Jose, Staff Engineer

From: George H. Miller, Senior Negotiator

SUBJECT: Reid Hillview Airport

Date: June 16, 1964

Parcels 3511-15-2, 15-3, 15-4 & 15-5

In accordance with your request, please find attached one copy of the Policy of Title Insurance regarding the following properties:

1. Parales ✓
2. Duarte
3. Borba
4. Perry

GHM:o's

Attachments

county of santa clara



DEPARTMENT OF PUBLIC WORKS JAMES B. ENOCHS, DIRECTOR
SANTA CLARA COUNTY OFFICE BUILDING 20 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA

March 17, 1964

Title Insurance & Trust Company
66 North First Street
San Jose 13, California

Attention: Mrs. Ortiz

Subject: Order #240592 - Parcel #3511-15-2
Parales (Mercier) Property
Reid Hillview Airport

Gentlemen:

The condition set forth in paragraph 12 of the Agreement constituting part of the preliminary instruction in the above-referenced escrow have been met and you are hereby authorized and instructed to release the \$140.00 which has been held in said escrow.

The current address of Mr. and Mrs. Edward B. Parales is 2631 Lombard Street, San Jose.

Very truly yours,

Justin F. Mitchell
Right of Way Agent

JFM:fm

c.c.: Mr. & Mrs. E.B. Parales

COPY

County of Santa Clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

February 26, 1964

Mrs. Jean Pullan, Clerk
Board of Supervisors
County of Santa Clara
70 West Hedding Street
San Jose, California

Re: County v. Mercier, Parales, et al.
Reid-Hillview Airport Acquisition
Parcel No. 3511-15-2

Dear Mrs. Pullan:

Enclosed for your files please find a grant deed, a certificate accepting deed and an original policy of title insurance covering property formerly owned by Parales-Mercier and acquired by the County for expansion of Reid-Hillview Airport. The tax cancellation has already been prepared, and this acquisition is therefore completed.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *RSH*
Richard S. Harrison
Deputy County Counsel

RSH:cw - encl.

cc: Department of Public Works
Right of Way Section

COPY

February 7, 1964

Mr. C. J. MacPherson
Business Manager
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport
Parcel No. 3511-15-2
Parales

Dear Mr. MacPherson:

The following information pertains to the above parcel.

- Deed to County recorded on January 31, 1964.
- Property vacated pursuant to Order for Possession.
- Keys to be delivered to Business Management pursuant to agreement.
- Keys attached.
- Construction requires clearance of all improvements by _____.
- Property may be rented until approximately June 15, 1964.

Your attention is called to the Right of Way Data Sheet for property address, description of improvements purchased and other pertinent data relative to occupancy.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

JAMES H. WHITCOMB

EDH:JHW:

county of san clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

January 15, 1964

Mr. John Turner
511 East Campbell Avenue
Campbell, California

Re: County Purchase from Paraless (Mercier)
Parcel No. 3511-15-2

Dear Mr. Turner:

We wish to advise you that the County has deposited in escrow the purchase price for this property. If you have not done so already, the deed should be deposited by you at this time.

Thank you for your cooperation.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *RSH*
Richard S. Harrison
Deputy County Counsel

RSH:cw

cc: Department of Public Works
Right of Way Section

RECEIVED
PUBLIC WORKS
JAN 15 1964

COPY

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

January 15, 1964

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Title Insurance & Trust Company
66 North First Street
San Jose 13, California

Re: Order No. 240592 - Parcel No. 3511-15-2
County v. Mercier, Parales, et al.
(Reid-Hillview Airport)

Gentlemen:

Enclosed is a county warrant in the sum of \$15,500 representing the purchase price for the property covered by the above order number and the subject of your preliminary title report dated August 27, 1962. Also enclosed is a copy of the purchase agreement whereby this property is being purchased by the County and a certificate of acceptance of deed.

You are instructed to pay the proceeds of the warrant only after you have issued a policy of title insurance showing title to be in the County free and clear of all liens and encumbrances except item number 2 as shown on your preliminary title report of August 27, 1962. Real property taxes for the fiscal year 1963-64 shall be prorated as of the date of close of escrow.

Kindly notify me by telephone on the day that this escrow closes and also the recorder's serial number. In that way we can process the tax cancellation without waiting for the recorded deed to arrive. We do not want the lien of the second installment of real property taxes to appear on the policy of title insurance. The County will pay the cost of title insurance. No revenue stamps are to be affixed to the deed.

COPY

Title Insurance & Trust Company
January 15, 1964
Page 2

I am also sending along at this time a letter addressed to Mr. Frank Thomas of the County Public Works Department. Kindly date and sign this letter on the day that title passes to the County and send to Mr. Thomas so that he can make appropriate records as to the County's ownership.

Kindly send the recorded deed and policy of title insurance to my attention.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw - encl.

cc: Department of Public Works
Right of Way Section

STATE OF TEXAS
COUNTY OF

JAN 15 8 55 AM '64

PUBLIC WORKS
RECEIVED

COMMUNICATIONS
SECTION
RECEIVED

December 27, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport
3511-15-2 - Parales

Dear Mr. Williams:

Attached are the following papers:

- () Deed
- (x) Certificate of Acceptance
- (x) Rental Letter
- ()

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

Reid Hillview Airport
3511-15-2 - Parales

Mr. Frank Thomas
Department of Public Works
20 West Rosa Street
San Jose, California

Dear Sir:

The property located at 2079 Tully Road, San Jose
is now vested in the County of Santa Clara.

^{owner}
This property is ~~tenant~~ occupied ~~and the next rental~~
~~payment due to the County is payable on~~ _____.

Very truly yours,

Escrow Officer
Western Title Company

cc: R/W Department

RENTAL AGREEMENT

This agreement, by and between Santa Clara County, lessor,
and Edward B. & Esther M. / Parales, lessee, covers the rental of
one frame dwelling at 2079 Tully Road, San Jose, California.

It is agreed that the rental of \$70.00 per month and \$5.00 for
water service shall be on a month-to-month basis, payable in
advance starting fifteen (15) days following the date of recor-
dation of title.

It is understood and agreed that lessee's occupancy under this
agreement shall not extend beyond June 15, 1964.

Signed: _____

Executed this _____ day of _____, 19____.

EXHIBIT

B

MEMORANDUM

To: All R/W Agents

From: E. D. Hodge *EDH*

SUBJECT: Submission of agreements to
Board of Supervisors

Date: December 16, 1963

Attached is a letter from Richard Harrison of County Counsels office advising this office of the latest procedure regarding agendizing of agreements.

Please read attached letter and initial below.

Future processing of Board material will conform to this latest procedure.

EDH:GHM:fm

JFM *JFM*
EAF *EAF*
RA *RA*
JW *JW*
FBS *FBS*
JB *JB*
GHM *GHM*

county of santa clara

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

December 13, 1963

Mr. E. D. Hodge
Chief Right of Way Agent
Department of Public Works
County of Santa Clara
San Jose, California

Re: County v. Mercier (Parales)
Reid-Hillview Airport (Parcel No. 3511-15-2)

Dear Mr. Hodge:

Enclosed are five copies of the purchase agreement covering the above parcel, which have been approved as to form. The document labeled "Rental Agreement" prepared by your staff and attached as Exhibit B to the purchase agreement, does not of course meet the standards of the normal county lease, and I construe it as merely a memorandum between the parties of a month-to-month rental arrangement, in addition to the terms set forth in the agreement itself.

The agreement may be presented to the Board of Supervisors for execution by them without the necessity of adopting a resolution of intention to purchase and the subsequent resolution consummating the purchase. Government Code Section 25350 sets forth the basic requirement that county land purchases in excess of \$2,000.00 be initiated by resolution of intention which must be published. However, the section specifically excludes from its requirements the settlement of eminent domain actions and acquisitions for county highways. To follow the resolution procedure in these two instances is therefore unnecessary, time consuming, and costly to the county, and the County Counsel advises that we should no longer follow such procedures.


George C. Hodge

Mr. E. D. Hodge
December 13, 1963
Page 2

You may therefore present the agreements to the Board for execution advising them that the particular acquisition is in settlement of an eminent domain action.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By 
Richard S. Harrison
Deputy County Counsel

RSH:cw - encl.

cc: Mr. James T. Pott

MEMORANDUM

To: All R/W Agents

From: E. D. Hodge

SUBJECT: Submission of agreements to
Board of Supervisors

Date: December 16, 1963

*The memo also
in Gen. office
File*

Attached is a letter from Richard Harrison of County Counsels office advising this office of the latest procedure regarding agendizing of agreements.

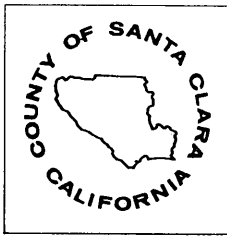
Please read attached letter and initial below.

Future processing of Board material will conform to this latest procedure.

EDH:GHM:fm

JFM
EAF
RA
JW
FBS
JB
GHM

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

December 11, 1963

Richard S. Harrison
Parales

Mr. John Turner
511 East Campbell Avenue
Campbell, California

Re: County of Santa Clara v. Mercier

Dear Mr. Turner:

The County's right of way office advises me that an agreement has been reached settling the above-titled litigation. Therefore, it will not be necessary for the Parales to file an answer. Every effort will be made to complete the necessary paperwork so as to complete this purchase as soon as possible.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *RS*
Richard S. Harrison
Deputy County Counsel

RSH:cw

cc: Department of Public Works
Right of Way Section

RECEIVED
DEPT. OF PUBLIC WORKS
SAN JOSE, CALIF. 95133
DEC 15 1 58 PM '63

COPY

SCC. No. 148905
Santa Clara County vs
Cher Mercier et al
Reid Hillview Airport

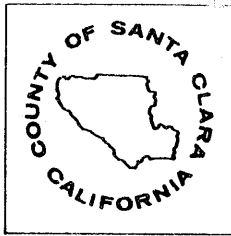
PROOF OF SERVICE 3511-~~14~~-148905 15-2

I am and was at the time of the service of the summons complaint and his pendens attached hereto, a citizen of the United States, over the age of eighteen years, and not a party to the within entitled action.

I personally served the attached summons, complaint and his pendens on the herein named defendant S, whom deponent knew to be the person S named in the said action by delivering to and leaving with _____ said defendant S personally, at the place hereinafter set forth in the State of California, County of Santa Clara, and at the time set opposite _____ respective name S, a copy of said _____ attached to a copy of the complaint referred to in said summons.

Name of Defendants Served	Place Where Served	Date of Service
<u>Edward B. Peralis</u>	<u>San Jose</u>	<u>Nov 22, 1963</u>
<u>Esther M. Peralis</u>	<u>"</u>	<u>"</u>
<u>John D. Turner</u>	<u>"</u>	<u>"</u>

I declare under penalty of perjury that the foregoing is true and correct. Executed on Nov 26, 1963, at San Jose, California.



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: C. Mercier
Project: Reid-Hillview Airport
Parcel No.: 3511-15-2
Escrow No.: 240592

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from August 27, 1962 the date of our preliminary report to *June 3, 1963* at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. G. Ragland, Title Officer

July 10, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Rose Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tabares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12, 13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1968

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed data sheet for our right of way file.

Please advise if any further documents or other information is needed.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EMH:WHE:ojs

Enclosure

MEMORANDUM

To: Right of Way From: Frank Thomas
SUBJECT: Reid Hillcrest Prop. Date: 3/17/67
Reid Hillcrest 2076 Sully Rd.

This is to certify that this dept made an inspection of the above named premises & found them quite in order. Keys are now in this office. Funds may be released.

Frank Thomas

2631 Lombard -
Off Capitol -
Fees -
Keys -

11/16/63 made call up to Mrs. V.

3/14/64 met Mr & Mrs. V. made offer acceptable.

3/16th worked out details

3/18 met for signatures. I could not sign until new house was OK. It appeared to have title problems with new house. They wanted me to work out title problem on new house. Told them to get an attorney or call Realty Advisory Service (J. Bellamy) or some similar person.

3/20 went to home for signatures. They did not keep appt.

3/21 Mr. Turner Fe 83366, a mtg. loan man will negotiate for them. He wants more money based upon his appraisal. Told him absolutely no! \$4,500 is max. He said I can't + loan. Told him that because of personal problems we would please not make any more calls until we are ready to serve. Told him that we may buy out Mercier's (the vendor) interest.
Suggest filing Suit

4/1 Turner phoned. I promised contact

4/4 made appt for 4/5 0900

4/5 met Turner. Reaffirmed offer of \$14,500.

He says \$15,950 of note chorm, golf course.

Says we'll have to sue.

254

10-17-63 Talked with Turner. Offered him \$15,000 even. They want \$15,810⁴⁶ but would take \$15,810⁰⁰. He has appraised property. Mentioned his cost approach and he has 10% depreciation. Talked about how Perales will have to pay more to replace their investment.

11-15-63 offered to come half way with Turner to 15,500. He will recommend this, subject to his approval of agreement about to rent until June 15, 1963 at \$72 per month.

11-22-63 Turner came in before Perales. Knit picked Clause # 6, Perales come on. They mentioned the aluminum awnings had them excluded in his contract - add \$15.00 that item Perales as Turner has many tedious objections to terms of agreement.

11-25-63 Talked again with Turner. More technicalities on Turner's

Time table on airport

CAMPBELL MORTGAGE COMPANY

JOHN D. TURNER
MORTGAGE BROKER

511 E. CAMPBELL AVE.
CAMPBELL, CALIFORNIA
FR 8-2121

Sales Agmt June 1957

\$10,000 @ \$70/mo. incl. ~~6 1/2%~~
1,000 down

\$9,000 bal @ \$70/mo incl. .065 int.

	<u>.065</u>
	45000
	<u>54000</u>
12	<u>585.00</u>
	48.

	<u>.065</u>
	8000
	<u>520.000</u>

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 14-11
 Grantor Catarina, Carlos Telephone: none Entire Area: _____
 Property Address: Cunningham Ave, near Swift Lane 8,250 sq. ft. or .19 ac
 Mailing Address: 53 Pleasant St., San Jose Part Required: _____
 Jurisdiction: _____ 8,250 sq. ft. or .19 ac
 Remainder: None _____ ac

Unit Land Cost: Budget Appraisal O.I.P.
 Sq. Ft.: \$ 0.30 196__ 1962 Deposit Settlement
 Acre: \$ 13,158
 Land Acquired: \$2,500 \$2,500
 Sq. Ft.: 8,250
 Acre: 0.19

Improvements: 1,500 1,500

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$4,000 \$4,000

Project Budget Data

Total Authorized: Cash Payment in this Contract:
 Balance after this Acquisition: % Obligated to Date:
 Current Indicated Budget Status - Budget Excess: Budget Deficit:

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. x Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
5	883	10	Poor

ITEM #9 - TITLE EXCEPTIONS

- Clear:
 1. Taxes
 County Take subject to:
 2. Road R/W

Title Co.: T. I. & Trust
 # 240602 Date: Oct. 23, 1962
 Grantor Acquired Date: Sept. 21, 1951
 I.R.S. \$1,65
 Appraised by: Staff
 Date: 12/62
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: No
 O.I.P. : _____
 Agreements: Attached
 Resolutions: _____
 Deeds: In R/W File Maps: Attached
 Negotiating Agent: Walter J. Doyle
 Dep. County Counsel: _____

AGENDA

DATE 4-15-63
 ITEM NO. 24c
 ENC. NO. 18

BOARD ACTION

Adopted resolution of intention to purchase. Hearings 5-14-63 10:00 a.m.

J.P. Sullivan
 Approval

To County Counsel: _____
 Agenda: Item# 5/16/63 C.S.

4/15/63

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

Project: Red Hillview
Parcel No.: 1411
Grantor: Carlos, C.

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Catarino Carlos and Mary V. Carlos

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Four Thousand Dollars-----
(\$ 4,000.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except Exception 2 of Report 240602 dated August 27, 1962

and agrees that said deed will be deposited with the & Trust Title Insurance Company in escrow account no. 240602 not later than 45 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties heret have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of MAY 13 1963, 19____.

COUNTY OF SANTA CLARA

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

Executed by the Owner this 31st day of MARCH, 1963.

OWNER

Catavino Carlos

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

[Handwritten signature]

By *Gerald J. Thompson*
Deputy County Counsel

53 PLEASANT ST
SAN JOSE

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

Project: Reid Hillview
Parcel No.: 14-11
Grantor: CARLOS, C.

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and CATARINO CARLOS AND MARY V. CARLOS, hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Four Thousand Dollars (\$ 4000⁰⁰).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except Exception Secours of report 240602 DATED August 27, 1962

and agrees that said deed will be deposited with the AND TRUST Title Insurance Company in escrow account no. 240602 not later than 45 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 31st day of MARCH
1963.

OWNER

x *Catrinio Carlos*

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

Spencer M. Williams
for

By _____
Deputy County Counsel

*53 Pleasant St
SAN JOSE*

EAH
Whitcomb

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

June 28, 1963

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed is a deed ~~and title insurance~~ for your permanent records for the following property acquisition:

Project: Reid-Hillview *350-19-11*
Parcel No.: 240602
Grantor: Catarino and Mary V. Carlos
Deed Recorded: Date: (2415108) June 4, 1963
Book: 6049
Page: 388

SPENCER M. WILLIAMS
County Counsel

s/ John B. Gunn

By
Deputy County Counsel

sh

Copies:

✓ Public Works - Right of Way Section
County Counsel

county of santa clara



COUNTY COUNSEL

SPENDER M. WILLIAMS, COUNTY COUNSEL

May 31, 1963

Title Insurance and Trust Company
66 North First Street
San Jose 13, California

Re: Escrow No. 240602 - Project: Reid-Hillview
Catarino Carlos and Mary V. Carlos, Owners
County of Santa Clara, Purchaser

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$4,000.
2. You are instructed to receive an executed grant deed from owners having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara, insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to item number two of your title report number 240602, dated August 27, 1962. Title shall be insured in the amount of the purchase price.
3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the agreement of sale.
4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.
5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
May 31, 1963
Page 2

6. Upon close of escrow, please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:ew

Enc: Warrant
Certificate of Acceptance
Agreement of Sale
Grant Deed

cc: ~~Department of Public Works~~
Right of Way Section

CORNER ENGINEERS

JUN 2 1963

DEPT. OF PUBLIC WORKS
RECEIVED

DEPT. OF PUBLIC WORKS
RECEIVED



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 23, 1962

- . Department of Public Works
- . 20 West Rosa Street
- . San Jose, California

IMPORTANT

When replying refer to
Our No. **240602**

Fee: \$52.50

Your No.

Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. *B. M. Blanchard*
B. M. Blanchard Title Officer

Vestee: **CATARINO CARLOS and MARY V. CARLOS,**
his wife, as joint tenants

Exceptions:

First: Taxes for the fiscal year 1962-63 now a lien, but not yet due or payable, including personal property tax, if any.

Second: Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.

Note 1: The above vestees acquired title to premises by Trustee's Deed from San Jose Abstract & Title Insurance Co., a corporation, dated September 21, 1951, recorded September 21, 1951 in Book 2281 Official Records, page 614, and to which Deed there were affixed Revenue Stamps in the sum of \$1.65.

Note 2: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 3: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-11. Code Number 44-75.

First installment	\$34.00
-------------------	---------

Second installment	\$34.00
--------------------	---------

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value of real estate	\$500.00
Assessed value of improvement	300.00
Assessed value of personal property	none

The address of the above vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is 53 Pleasant Street, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see Exhibit A attached hereto and made a part hereof.

et/mf

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Cunningham Avenue, distant thereon South $68^{\circ} 12'$ West 30.22 feet and South $49^{\circ} 51'$ West 152.45 feet from the point of intersection of said center line of Cunningham Avenue with the center line of Swift Avenue, as shown on the Map hereinafter referred to; thence running along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 50.00 feet; thence leaving said center line and running parallel with the line dividing Lots 39 and 40, as shown upon the Map hereinafter referred to, South $40^{\circ} 09'$ East 165.15 feet; thence parallel with the center line of Cunningham Avenue, North $49^{\circ} 51'$ East 50.00 feet; thence parallel with the line dividing said Lots 39 and 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning, and being a portion of Lot 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

2415108

Assessment No. 489-14-11

Application No. 2415108 WER

BOOK
PAGE

Grant Deed Individual

CATARINO CARLOS and MARY V. CARLOS,
his wife, as joint tenants

do hereby GRANT TO

COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the second part of all that real property situated in the
CITY OF SAN JOSE

County of Santa Clara, State of California, described as follows:

2415108

BOOK PAGE 383

DATE

JUN 2 21 PM 1953

COUNTY

D.H.

Above space for Recorder

BEGINNING at a point in the center line of Cunningham Avenue,
distant thereon South 68° 12' West 30.22 feet and South 49°
51' West 152.43 feet from the point of intersection of said
center line of Cunningham Avenue with the center line of
Swift Avenue, as shown on the Map hereinafter referred to;
thence running along said center line of Cunningham Avenue,
South 49° 51' West 50.00 feet; thence leaving said center
line and running parallel with the line dividing Lots 39
and 40, as shown upon the Map hereinafter referred to, South
40° 09' East 165.15 feet; thence parallel with the center
line of Cunningham Avenue, North 49° 51' East 50.00 feet;
thence parallel with the line dividing said Lots 39 and 40,
North 40° 09' East 165.15 feet to the point of beginning,
and being a portion of Lot 40, as shown upon that certain
Map entitled, "Map of the Subdivision of the Fillmore Tract",
which Map was filed for record in the office of the Recorder
of the County of Santa Clara, State of California, on February
14, 1888 in Book C of Maps, at page 57.

THESE deeds were READ and DELIVERED IN THE
PRESENCE OF:

day of March 19 53

Walter J. Doyle
WALTER J. DOYLE

Catarino Carlos
Mary V. Carlos

CITY OF CALIFORNIA
CITY OF SANTA CLARA

On this 19th day of March 1953, before me,
Notary Public in and for the County of Santa Clara, California, personally appeared

2415108

4.

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 \$22,145 TO BE USED UNDER PROJECT NO. 8-06-0225-01, 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 \$22,145 for the purpose of obtaining Federal Aid under Project No. 8-06-0225-01 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 JUN 2 2 1971,

by the following vote:

AYES: Supervisors Mehrkens Sanchez [redacted] Calvo Cortes

NOES: Supervisors NONE

ABSENT: Supervisors Quinn

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors

Jean Pullan

[Signature]
Chairman of the Board of Supervisors

Approved as to form

Gerald Thompson
Dep/Asst. County Counsel

7 certified to Public Works

JUN 2 2 1971

L & B Financing
etc

Form Approved.
Budget Bureau No. 04-R0006.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

PROJECT APPLICATION

(For Federal Aid for Development of Public Airports)

Part I-PROJECT INFORMATION

The County of Santa Clara (herein called the "Sponsor") hereby makes application to the Federal Aviation Administration (hereinafter called the "FAA"), 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 Reid Hillview Airport of Santa Clara County Airport (herein called the "Airport") located in San Jose State of California

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

Land acquisition, airport development (5.1 acres)

all as more particularly described on the property map attached (hereto as Exhibit "A") * ~~as Exhibit "A" to Project Application dated _____ for Project No. _____ and in the plans and specifications submitted to the FAA on _____ which are made a part hereof~~

*Strike out the inappropriate clause.

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	PER-CENT.	AMOUNT	PER-CENT.
1. LAND COSTS	\$40,860	18,910	46.3	21,950	53.7
2. CONSTRUCTION COSTS	--				
3. ENGINEERING AND SUPERVISION COSTS	--				
4. ADMINISTRATIVE COSTS	363				
5. Total of 2, 3, and 4 above	363	168	46.3	195	53.7
6. CONTINGENCIES	--	--		--	--
7. TOTAL ALL ESTIMATED PROJECT COSTS (Items 1, 5, and 6)	\$41,223	\$19,078		\$22,145	

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, \$ -- for use in defraying the costs of the Project. The present status of these funds is as follows:

Sponsor acquired ownership of Project property in 1964.

3. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Ordinance N.S. 1200.16, enacted February 26, 1940 regulates the erection and maintenance of obstructions dangerous to aerial transportation adjacent to or near public air navigation facilities. Santa Clara County proposes compatible zoning in the area. Adjacent lands lie within the city of San Jose.

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

State Clearinghouse
Metropolitan Clearing House-Association of Bay Area
Governments

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 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, except as follows:

None

7. Land.—(a) The Sponsor holds the following property interest in the following areas of land¹ 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 areas are identified on the aforementioned property map designated as Exhibit "A": ←

Title in fee, free and clear of all liens, easements,
encumbrances and adverse interests in all airport property.

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.

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.
(9-64)

(b) 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 interest in the following areas of land' on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) 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 interest in the following areas of land' 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 aforementioned property map designated as Exhibit "A":

None

8. Exclusive Rights. There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

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.

Part III—SPONSOR'S ASSURANCES

In order to furnish the assurances required by the Act and 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 FAA 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 this 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 on fair and reasonable terms without discrimination between such types, kinds, and classes: *Provided*, That the Sponsor may establish such fair, equal, and not unjustly discriminatory 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 or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. The Sponsor—

a. Will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)) at the airport, or at any other airport now or hereafter owned or controlled by it;

b. Agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, 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 activity, 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.

c. Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and

d. Agrees that it will terminate any other exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Federal Airport Act.

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 its operation and the operation of all facilities on the airport, 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.

b. 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 conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the Sponsor will insert and enforce provisions requiring the contractor;

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; *Provided*, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. 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.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b. the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

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 or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: *Provided*, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; *And Provided Further*, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

*Relates to
operating an
airport if
we relocate*

7. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23, as applied to Section 77.27, Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

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. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more military or naval aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each takeoff as a movement) of military or naval aircraft is 300 or more, or the gross accumulative weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for 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 FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within 4 months after receipt of written request from the FAA.

10. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as

the Sponsor elects so long as 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 made available for inspection by any duly authorized representative of the FAA upon reasonable request. The Sponsor will furnish to the FAA, 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 found by the FAA to be eligible under the Act and 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 rights 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 keep up to date at all times an airport layout plan of the Airport showing (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan, and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

13. Insofar as is within its power and to the extent reasonable, the Sponsor will take action 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 takeoff of aircraft.

14. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in Part II, paragraphs 7(a), 7(b), and 7(c), 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 such right or claim of right in a manner acceptable to the FAA.

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.

Part IV—PROJECT AGREEMENT

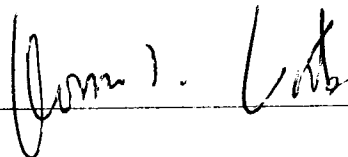
If the Project or any portion thereof is approved by the FAA, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the FAA, 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 13th day of April, 19 71

County of Santa Clara

(Name of Sponsor)

By _____

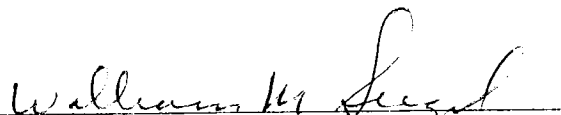


Chairman of the Board of Supervisors

(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.


William M. Siegel

County Counsel

(Title)

April 13, 1971

(Date)

SPONSOR ASSURANCE TO ACCOMPANY PROJECT APPLICATION DATED
FOR A GRANT OF FUNDS FOR THE
DEVELOPMENT OR IMPROVEMENT OF THE REID HILLVIEW AIRPORT
AIRPORT

Nondiscrimination in Federally-assisted Programs of the FAA. In order to furnish the assurances required by Title VI of the Civil Rights Act of 1964, and by Part 21 of the Regulations of the Office of the Secretary of Transportation, the County of Santa Clara
(Insert name of Sponsor)
(hereinafter called the "Sponsor") hereby covenants and agrees with the United States (hereinafter called the "Government") as follows:

The Sponsor in the operation and use of the Reid Hillview Airport, will not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation.

The Sponsor will include, or require the inclusion of, the foregoing covenant in every agreement or concession pursuant to which any person or persons, other than the Sponsor, operates or has the right to operate any facility on the Airport providing services to the public, and a provision granting the Sponsor the right to take such action as the Government may direct to enforce such covenant.

Noncompliance with the above assurances shall constitute a material breach, and in the event of such noncompliance the Government may take appropriate action to enforce compliance, may terminate the Grant Agreement to which this covenant relates, or seek judicial enforcement.

The covenant shall become effective upon execution of a Grant Agreement pursuant to the above identified project application and shall constitute part of the Grant Agreement to which it relates and shall remain in full force and effect so long as the airport covered by such agreement continues to be used and operated as a public airport.

APR 13 1971

(Date)

County of Santa Clara

(Name of Sponsor)

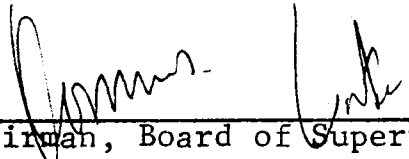
By

(Title)

Chairman of the Board of Supervisors

SUPPLEMENTARY STATEMENT
TO THE PROJECT APPLICATION
FOR F.A.A.P. 9-04-128-01-71
CONCERNING COMMUNITY
INTERESTS

The County of Santa Clara has considered the interests of all communities in or near the project location and has determined that the runway construction improvement under project will provide necessary airport facilities to further meet local aviation needs. This project is in conformance with the master plan and the project has been reviewed by the Association of Bay Area Governments and the City of San Jose. There are no objections or disapprovals known to the Sponsor.



Chairman, Board of Supervisors
APR 13 1971

memorandum



TO	Tevis Dooley Public Works, Arch. Div.	FROM	Clerk, Board of Supervisors	
SUBJECT	PROJECT APPLICATION & SPONSORS ASSURANCE FOR FAA FUNDS FOR Reid-Hillview Airport -- Land Acquisition - Airport Development (5.1 acres)		DATE	April 13, 1971

Agenda Item 7 - 4/13/71

Attached hereto please find original and four copies of the captioned Project Application and related documents as approved by the Board of Supervisors at its meeting of April 13, 1971.

kb
attachments

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. 2

Page 1 of 1

DATE: April 2, 1971

7.

FOR: BOARD OF SUPERVISORS AGENDA OF April 13, 19 71

FROM: DOOLEY, ARCHITECTURAL DIVISION, PUBLIC WORKS

TITLE: PROJECT APPLICATION AND SPONSORS ASSURANCE FOR FEDERAL FUNDS
AT REID HILLVIEW AIRPORT

DESCRIPTION:

The Federal Aviation Administration has allocated participation funding for 5.1 acres of land acquired by the County in 1964 for the Reid Hillview Airport. This Project Application is the application for these funds. Since the County has already acquired this land, there shall be no County cost incurred in this project.

TED:vrh

Attach.

APPROVED: JAMES POTT *JP*

HOWARD CAMPEN

AGENDA DATA: DATE: _____

BOARD ACTION: APR 13 1971 *J*

ITEM NO: _____

*file R.H. Bergant
03 Project
C Rockwell*

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF AND ACCEPTING AMENDMENT NUMBER 1 TO THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION AGENCY UNDER PROJECT NUMBER 9-04-128-0503 IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT OF SANTA CLARA COUNTY, CALIFORNIA

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 accepts Amendment Number 1 to Grant Offer as proposed by the United States of America through the Federal Aviation Agency under Project No. 9-04-052-0503 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 execute said Amendment Number 1 to the Grant Offer 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 Amendment; and
3. A true copy of the Amendment Number 1 to 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 SEP 13 1965 by the following vote:

AYES:	Supervisors	Della Maggiore Spangler Mehrkens Sanchez Quinn
NOES:	Supervisors	None
ABSENT:	Supervisors	Spangler

Sig Sanchez
Chairman, Board of Supervisors

ATTEST: JEAN PULIAN, Clerk
Board of Supervisors
Donald M Rains
DONALD M. RAINS
Assistant Clerk Board of Supervisors

LJA:lj
9-2-65

*Reid Hillview Airport
9-04-128-D503*

2

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA,
AUTHORIZING THE EXECUTION OF AND ACCEPTING
AMENDMENT NO. 2 TO THE GRANT OFFER OF THE
UNITED STATES OF AMERICA THROUGH THE FEDERAL
AVIATION AGENCY UNDER PROJECT NUMBER 9-04-128-D503
IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT OF
SANTA CLARA, COUNTY, CALIFORNIA

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 accepts Amendment Number 2 to Grant Offer as proposed by the United States of America through the Federal Aviation Agency under Project No. 9-04-128-D503 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 execute said Amendment Number 2 to the Grant Offer 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 Amendment; and

3. A true copy of the Amendment Number 2 to 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 _____,
by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Chairman, Board of Supervisors

Approved as to form

Dep/Asst County Counsel

TD:CR:jc
6-13-69

Date: _____

AMENDMENT NO. 2 TO GRANT AGREEMENT FOR PROJECT NO. 9-04-128-D503

Reid-Hillview Airport of Santa Clara County
San Jose, California
Contract No. FA65WE-0121

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 16 day of November 1964, 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:

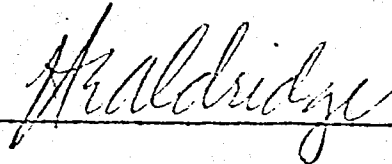
The described airport development as set forth in Amendment 1 to the Grant Agreement be and hereby is amended to read as follows:

Land acquisition (Parcels 03-1 and 03-2); clear and drain site; construct, mark and light runway (3100' x 75'), including taxiway guidance signs, beacon and tower, lighted wind cone and vault; construct parallel and connecting taxiways (3550' x 40'), holding apron (250' x 80'), hangar access taxiway (675' x 20'), parking apron (approximately 708,645 sq. ft.), including tie-downs; install security and perimeter fencing (approximately 13,864 l.f.), water line (approximately 3335 l.f.), including three (3) hydrants; remove obstructions in S/E clear zone.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the _____ day of _____, 1969.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
Western Region

By _____



Title San Francisco Area Manager

(SEAL)

By _____

Title _____

Attest: _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for _____,
(hereinafter referred to as "Sponsor") do hereby certify:

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

Dated at _____, this _____ day of _____, 19_____.

Title _____

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer 8 June 1971

Reid Hillview Airport
of Santa Clara County

Airport

Project No. 8-06-0225-01

Contract No. DOTFA71WE-1183

TO: 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 **13 April 1971**, for a grant of Federal funds for a project for development of the **Reid-Hillview 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:

Land acquisition, airport development (5.1 acres).

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, **53.72 per centum of the allowable 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 \$ **22,145.**
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within **90** 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 **30 June 1971** or such subsequent date as may be prescribed in writing by the FAA.
8. It is understood and agreed that the terms "Federal Aviation Agency" or "Federal Airport Act", wherever they appear in this agreement, in the project application, plans, and specifications or in any other document constituting a part of this agreement shall be deemed to mean "Federal Aviation Administration" or the "Airport and Airway Development Act of 1970", as the case may be.
9. The sponsor agrees that it will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection.
10. It is also understood and agreed that paragraph 2, Part III of the project application is revised to read as follows:

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 on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the sponsor may establish such fair equal and not unjustly discriminatory conditions to be met by all users of the airport; and provided further, that the sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary -

- (a) For safe and efficient use of the airport
- (b) To keep operation activities within acceptable noise levels, or
- (c) To serve the civil aviation needs of the public.

11. It is understood and agreed that subparagraphs a and b of paragraph 3 of Part III - Sponsor's Assurances of the Project Application - are amended and revised to delete the words "or hereafter" wherever they appear therein. It is the intent of this amendment to limit the application of the exclusive rights policy only to airports now owned or controlled by the sponsor.
12. It is further understood and agreed that paragraph 10, Part III of the project application is revised to read as follows:

The sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the sponsor elects as long as the essential data is 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 made available for inspection and audit by the FAA and the Comptroller General of the United States, or his duly authorized representative upon reasonable request. The sponsor will furnish to the FAA or the General Accounting Office a true copy of any such documents.

13. It is further understood and agreed by and between the parties hereto that paragraph 8 of Part III - Sponsor's Assurances of the Project Application is hereby amended and revised to delete the words "military and naval aircraft," wherever they appear in said paragraph and substitute in lieu thereof the words "government aircraft."
14. The sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee the following Equal Opportunity clause.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the

event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor that it will furnish the administering agency with the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The sponsor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part III, Subpart D of the Executive Order. In addition, the sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance guarantee); refrain from extending any further assistance to the sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

15. It is hereby understood and agreed by and between the parties hereto that the Sponsor will acquire a fee title or such lesser property interest as may be found satisfactory to the FAA to Area 2 (Parcel 15-7) as shown on the property map identified as Exhibit "A" of the Project Application, incorporated herein by reference, and that the United States will not make nor be obligated to make any payments involving Area 2 (Parcel 15-7) as shown on the property map 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 Area 2 (Parcel 15-7) (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.
16. By its acceptance hereof the Sponsor covenants and agrees that with respect to Area 2 (Parcel 15-7) as shown on Exhibit "A", it will clear said Area 2 (Parcel 15-7) of any existing structures, prior to final payment under the project and that, it will not erect nor permit the erection of any permanent structures therein except those required for aids to air navigation or those which may be specifically approved by the FAA.
17. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 9 of Part III - Sponsor's Assurances - of the Project Application dated 13 April 1971 and, therefore, it is understood and agreed that the Sponsor is under no obligation to furnish any areas or rights without cost to the Federal Government under this Grant Agreement. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under prior Grant Agreements to furnish rent-free space for the activities specified in such agreements.
18. It is understood and agreed by and between the parties hereto that paragraph 7 of Part III - Sponsor's Assurances - of the Project Application, incorporated herein by reference and made a part hereof, is hereby amended by deleting all reference therein to "Section 77.27" of the Federal Aviation Regulations and substituting in lieu thereof "Section 77.25."
19. It is understood and agreed that the sponsor will provide for FAA employees adequate parking accommodations satisfactory to the Administrator at all FAA technical facilities located on the airport. It is further understood and agreed that sponsor will provide, without cost, adequate land for the purpose of parking all official vehicles of the FAA (Government and privately owned when used for FAA business) necessary for the maintenance and operation of the FAA facilities on the airport. Such land shall be adjacent to the facilities served.

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

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, 19 71 ..

County of Santa Clara, California
(Name of Sponsor)

(SEAL)

By
Title

Attest:

Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

I,, acting as Attorney for **County of Santa Clara, California** (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, 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 day of, 19 71 ..

Title **County Counsel**

*Reid Hillview Airport
Reid Hillview Airport*

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 \$363,285 TO BE USED UNDER PROJECT NO. 9-04-128-D201 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 \$363,285 for the purpose of obtaining Federal Aid under Project No. 9-04-128-D201 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 JUN 25 1962, 1962, by the following vote:

AYES:	Supervisors,	Levin Della Maggiore Spangler Mehrens Weichert
		None
NOES:	Supervisors,	
ABSENT:	Supervisors,	<i>Howard P. ...</i> Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors
Jean Pullan

*JEAN PULLAN
6/21/62*

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 JUN 25 1962 1962, 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 JUN 25 1962, 1962.



Clerk of the Board of Supervisors

(seal)



RESOLUTION RELATING TO FEDERAL AID
REQUEST FOR REID'S HILLVIEW AIRPORT
PROJECT

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it does hereby designate Howard W. Campen, County Executive, as the official representative of the County of Santa Clara relative to the request of the County for federal aid for the Reid's Hillview Airport project; and

BE IT FURTHER RESOLVED that the County Executive is hereby authorized to execute United States Department of Commerce - Civil Aeronautics Administration - Form ACA-1623, Request for Aid - Federal Aid Airport Program.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 23rd day of October, 1961, by the following vote:

AYES: Supervisors, Levin Della Maggiore Hubbard Mehrkens Weichert
NOES: Supervisors, None
ABSENT: Supervisors, None

Ed P. Levin
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the
Board of Supervisors

Jean Pullan

ADOPT: 5 9/23/61 REID
NO: _____ ABSTAINS: _____
ABSENT: _____

WMS:meb - 10/19/61

cc: counsel
Cfec - 3

144

RESOLUTION RELATING TO FEDERAL AID
REQUEST FOR REID'S HILLVIEW AIRPORT
PROJECT

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it does hereby designate Howard W. Campen, County Executive, as the official representative of the County of Santa Clara relative to the request of the County for federal aid for the Reid's Hillview Airport project; and

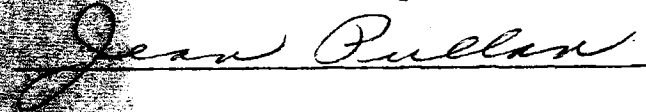
BE IT FURTHER RESOLVED that the County Executive is hereby authorized to execute United States Department of Commerce - Civil Aeronautics Administration - Form ACA-117, Notice of Construction or Alteration.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 23rd day of October, 1961, by the following vote:

AYES: Supervisors, Levin Della Maggiore Hubbard Melnikens Weichert
NOES: Supervisors, None
ABSENT: Supervisors, None


Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors



OCT 23 1961
ADOPT: YES H L M W D
NO: ABSTAINS:
ABSENT:

WMS:meb - 10/19/61

e: counsel
Epc - 3.

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 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:

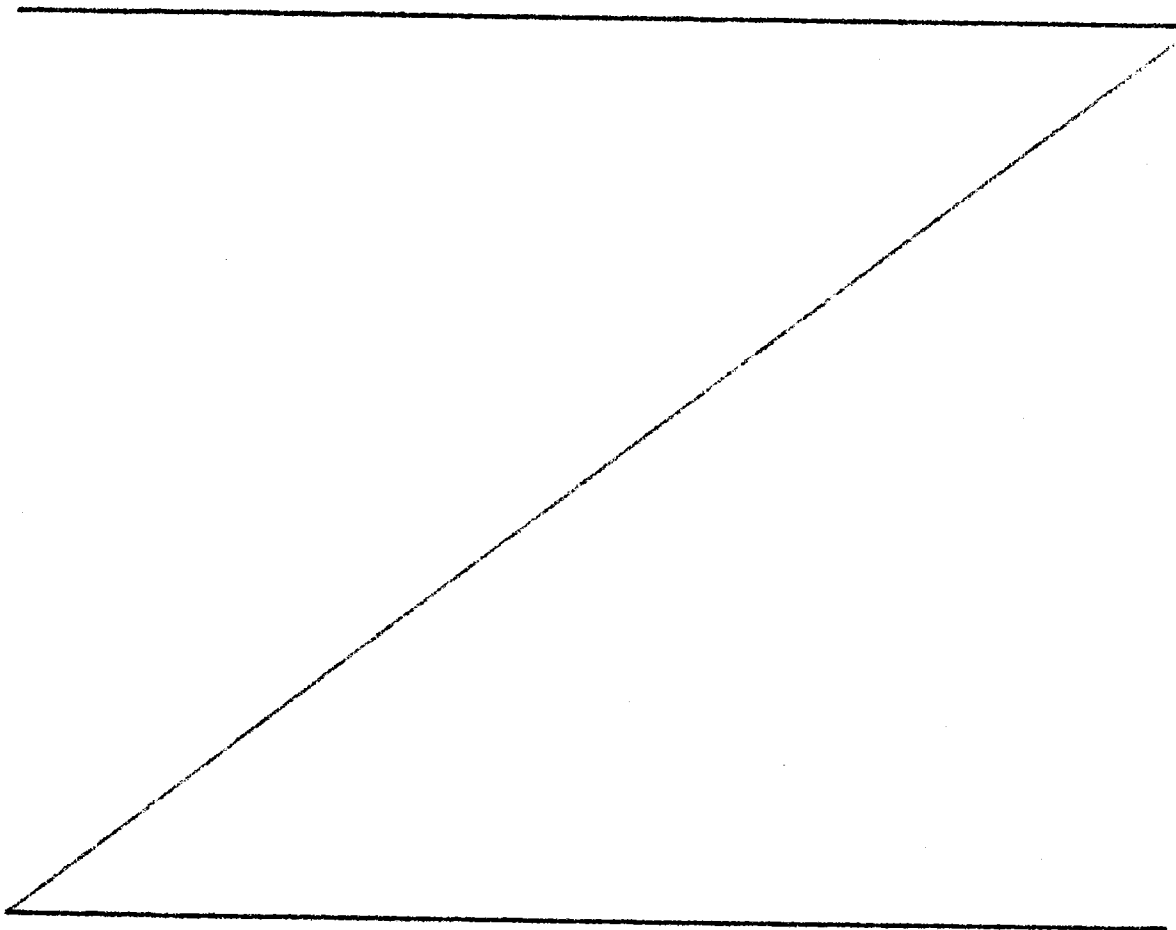
1. The maximum obligation of the United States payable under this Offer shall be **\$363,285.00.**
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within **thirty** days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting 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 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.



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. Winger
(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 M. 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. 9-01-118-5201 IN THE DEVELOPMENT OF MID-HILLVIEW AIRPORT

D 201

IT IS 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. 9-01-118-5201 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 (attached 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)

0-1

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:

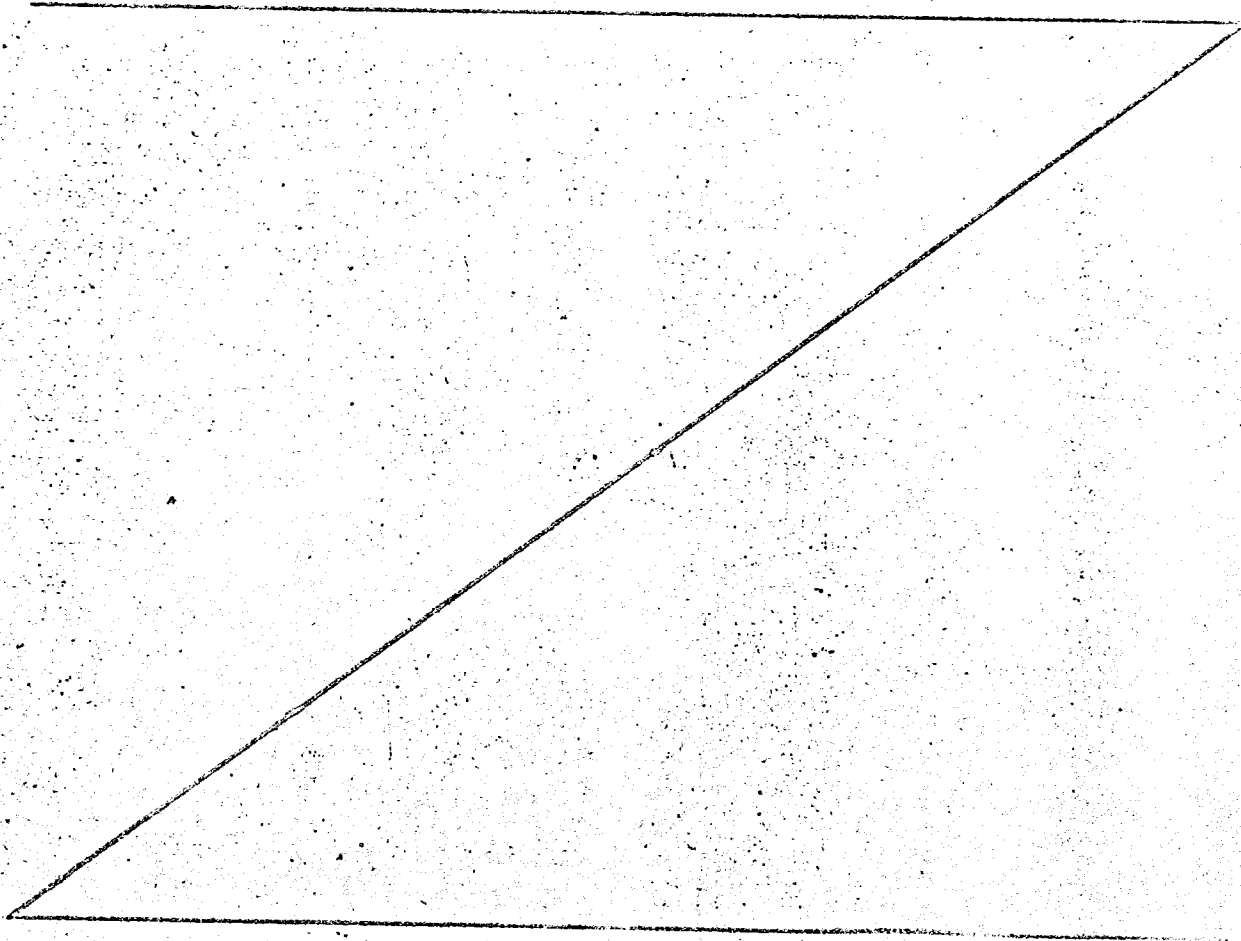
1. The maximum obligation of the United States payable under this Offer shall be \$363,285.00.
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within thirty days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just 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)

Attent: [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. 9-04-138-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 $50^{\circ}0'45''$ E 1593.64 ft. to a point opposite a corner of the existing airport property, thence N $40^{\circ}9'44''$ W 1431.14 ft. to the corner common to lots 34, 35, 64 and 65 in the Fillmore Tract, thence S $49^{\circ}50'35''$ W 40 ft. to the point of beginning for this description; thence S $49^{\circ}50'35''$ W 180 ft. to the proposed airport property line, thence N $40^{\circ}9'44''$ W 180 ft., thence N $49^{\circ}50'33''$ E 180 ft., thence S $40^{\circ}9'44''$ 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, 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, by the following vote:

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

P. A. Mehrkens
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors

Jean Pullan

WMS:sa
9/24/63
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COPIES OF
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C E R T I F I C A T E

I, JEAN FULLAN, 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.

Jean Fullan
Clerk of the Board of Supervisors

(seal)

CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA
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CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA
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14 OF 20
JFA
CLERK

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF AND ACCEPTING AMENDMENT NO. 1 TO THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION AGENCY UNDER PROJECT NUMBER 9-04-128-D402 IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT OF SANTA CLARA COUNTY, CALIFORNIA

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 accepts Amendment Number 1 to Grant Offer as proposed by the United States of America through the Federal Aviation Agency 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 execute said Amendment Number 1 to the Grant Offer 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 Amendment; and

3. A true copy of the Amendment Number 1 to 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 _____,

by the following vote:

- AYES: Supervisors
- NOES: Supervisors
- ABSENT: Supervisors

Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

TD:CR:kn
8-25-67

Approved as to form
William M. ...
Dep/Asst County Counsel
Date: *8-25-67*

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: _____ By : _____

Title : _____ Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for _____
(hereinafter referred to as "Sponsor") do hereby certify:

That I have examined the foregoing Amendment to Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of _____, and further that, in my opinion, said Amendment to Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____, this _____ day of _____, 19____.

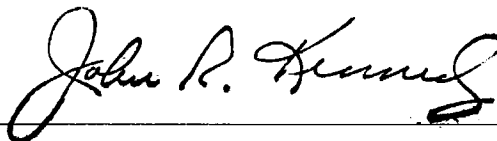
Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **John R. Kennedy**, acting as Attorney for **County of Santa Clara**,
(hereinafter referred to as "Sponsor") do hereby certify:

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

Dated at **San Jose, Calif.**, this **2nd** day of **October**, 1967.



Title **COUNTY COUNSEL**

#12

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF AND ACCEPTING AMENDMENT NO. 1 TO THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION AGENCY UNDER PROJECT NUMBER 9-04-128-D402 IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT OF SANTA CLARA COUNTY, CALIFORNIA

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 accepts Amendment Number 1 to Grant Offer as proposed by the United States of America through the Federal Aviation Agency 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 execute said Amendment Number 1 to the Grant Offer 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 Amendment; and
3. A true copy of the Amendment Number 1 to 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 2 1967, by the following vote:

AYES: Supervisors Della Maggiore, Mebrkens Sanchez Quinn
NOES: Supervisors None
ABSENT: Supervisors Spangler

ATTEST: JEAN PULLAN, Clerk Board of Supervisors

Donald M. Rains Assistant Clerk Board of Supervisors

TD:CR:kn 8-25-67

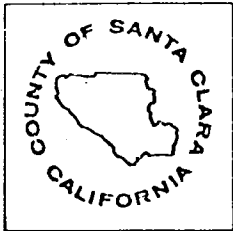
Public Works (3)

Chairman, Board of Supervisors

Approved as to form

Dep/Asst County Counsel

OCT 2 1967 Date: Sept 1, 1967



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: September 19, 1967

FOR: BOARD OF SUPERVISORS AGENDA OF October 2, 19 67

FROM: DOOLEY, Building Design Division, Department of Public Works

TITLE: Resolution by the Board of Supervisors of the County of Santa Clara, State of California, accepting Amendment Number 1 to the Grant Offer of the United States of America through the Federal Aviation Agency under Project No. 9-04-128-D402 in the Development of Reid Hillview Airport of Santa Clara County.

DESCRIPTION:

This Amendment Number 1 for the D402 Project provides for the increase of the Federal Grant from \$384,878.00 to \$398,010.18. The project involved land acquisition for airport expansion and the construction of Ocala Avenue as a substitute roadway for the abandoned Cunningham Avenue. This grant increase results from the percentage eligibility for actual cost of land acquisition above the estimated amount. Since the original Grant Agreement was for a maximum amount, it is necessary to adopt this resolution amending the Grant in order to receive the additional Federal money.

This new amount is the finalized Federal participation for the completed project.

RECOMMEND:

That the Board of Supervisors adopt this Resolution accepting Amendment Number 1 to the Grant Offer.

TED:CMR:pd

TED

APPROVED:

James T. Pott
JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

S. J. V. Corp. No 6, Philips - P. W. Adams
File's R. H. Airport OEP Proj

August 23, 1967

270-264

112

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:

Enclosed are the original and three copies of Amendment No. 1 to the Grant Agreement for the Reid-Hillview Airport, Project No. 9-04-128-D402, Contract No. FA-WE-2986, increasing the maximum amount of the obligation of the United States from \$384,878.00 to \$398,010.18. This Amendment is based on the findings of the final audit of the project dated February 27, 1967.

The Amendment should be accepted in the same manner as the Grant Agreement. The enabling resolution approving the acceptance of the Amendment should contain a verbatim statement of the Amendment, or the resolution may contain the statement that the Amendment is incorporated in and made a part of the resolution. In this case, a copy of the Amendment, prior to execution, should be attached to each copy of the resolution.

The executed original and two copies of the Amendment, together with three certified copies of the resolution adopting and approving its execution, should be forwarded to this office as soon as practical.

Sincerely yours,

C. G. Hand
Chief, Airports Branch

Enclosures

VALID COPY
COPIES OF
AUG 30 1967
RECEIVED

This form shall be subject to the approval of the FAA. It is an application for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder. The sponsor of the project shall be the owner of the property to be developed. The project shall be for the development of a public airport. The project shall be for the development of a public airport. The project shall be for the development of a public airport.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

PROJECT APPLICATION

(For Federal Aid for Development of Public Airports)

Part I—PROJECT INFORMATION

The COUNTY OF SANTA CLARA (herein called the "Sponsor") hereby makes application to the Federal Aviation Agency (hereinafter called the "FAA"), 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 LAUREL HILLVIEW Airport (herein called the "Airport") located in SAN JOSE State of CALIFORNIA.

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

Construction of runway (3100' x 75'), including lighting and parallel taxiway system; construction of aircraft parking apron (400,000 S.F.); installation of perimeter fencing; construction of airport entrance road; and acquisition of land.

1. PROJECT NAME		
2. LOCATION		
3. PROJECT DESCRIPTION		
4. PROJECT COST		
5. PROJECT STATUS		
6. PROJECT OWNER		
7. PROJECT CONTACT		
8. PROJECT DATE		
9. PROJECT TYPE		
10. PROJECT NOTES		

all as more particularly described on the property map attached (hereto as Exhibit "A")* (as Exhibit "A" to Project Application dated _____ for Project No. _____), and in the plans and specifications submitted to the FAA on _____ 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	PER-CENT	AMOUNT	PER-CENT
1. LAND COSTS	\$269,000	\$123,847.60	46.04	\$145,152.40	53.96
2. CONSTRUCTION COSTS	535,500				
3. ENGINEERING AND SUPERVISION COSTS	55,000				
4. ADMINISTRATIVE COSTS	----				
5. Total of 2, 3, and 4 above	590,500	271,866.20	46.04	318,633.80	53.96
6. CONTINGENCIES	25,000	11,510.00	46.04	13,490.00	53.96
7. TOTAL ALL ESTIMATED PROJECT COSTS (Items 1, 5, and 6)	\$884,500	\$407,223.80		\$477,276.20	

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, \$ 407,223.80 for use in defraying the costs of the Project. The present status of these funds is as follows:

To be appropriated from County General Funds

ESTIMATED FEDERAL SHARE OF COST

(FOR FEDERAL AID FOR DEVELOPMENT OF RURAL AREAS)

ESTIMATED SPONSOR'S SHARE OF COST

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

UNITED STATES DEPARTMENT OF AGRICULTURE

NONE

4. 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

5. 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 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, except as follows:

NONE

6. 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 areas are identified on the aforementioned property map designated as Exhibit "A":

Fee title acquired to Parcels 01-1 and 01-2 under Project 9-04-123-D201.

Parcel 01-3, Clear Zone Air Easement acquired under Project 9-04-123-D201.

Fee title to Parcels 02-1, 02-2, and 02-4 acquired under Project 9-04-123-D402.

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.

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.

sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof; and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service: *Provided*, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. 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.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

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 or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: *Provided*, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; *And Provided Further*, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

7. Insofar as it is within its powers and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section A of FAA Technical Standard Order No. N18, dated April 26, 1950, as amended. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

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. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more military or naval aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each take-off as a movement) of military or naval aircraft is 300 or more, or the gross accumulative weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for 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 FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within four months after receipt of written request from the FAA.

10. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects so long as 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 made available for inspection by any duly authorized representative of the FAA upon reasonable request. The Sponsor will furnish to the FAA, 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 found by the FAA to be 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 rights 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 keep up to date at all times a master plan layout of the Airport showing: (1) the boundaries of the Airport and of all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such master plan layout, and each amendment, revision, or modification

thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the master plan layout. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the master plan layout as so approved by the FAA, if such changes or alterations 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 land¹ 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":

APR 15 1967

COPY TO BE MAINTAINED IN THE FEDERAL ARCHIVE
FEDERAL BUREAU OF INVESTIGATION
COMMUNICATIONS SECTION
SERIALS SECTION
NONE

(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":

APR 15 1967

Parcels 03-1 and 03-2 to be acquired under this Project (9-04-125-D 03).

14. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in paragraph 6 of Part II and paragraphs 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 FAA.

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.

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.

BULL TA-BROTECI VORREPRUMI

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UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

PROJECT APPLICATION

(For Federal Aid for Development of Public Airports)

Part I-PROJECT INFORMATION

The COUNTY OF SANTA CLARA, CALIFORNIA (herein called the "Sponsor") hereby makes application to the Federal Aviation Agency (hereinafter called the "FAA"), 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 REID-HILLVIEW Airport (herein called the "Airport") located in SAN JOSE State of California

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

1. LAND ACQUISITION:

- (a) Parcel 1 consisting of approximately 20 Acres.
- (b) Parcel 2 consisting of approximately 20 Acres.
- (c) Parcel 4 consisting of approximately 38.5 Acres.

2. CONSTRUCTION OF ROADWAYS

all as more particularly described on the property map attached (hereto as Exhibit "A")* (as Exhibit "A" to Project Application dated _____ for Project No. _____)*, and in the plans and specifications submitted to the FAA on _____ which are made a part hereof.

*Strike out the inappropriate clause.

7

FORM 100-1000-10 (REVISED 5-22-62) (SEE INSTRUCTIONS)

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	PER-CENT	AMOUNT	PER-CENT
1. LAND COSTS	\$648,000	298,792.80	46.11	\$349,207.20	53.89
2. CONSTRUCTION COSTS	110,200				
3. ENGINEERING AND SUPERVISION COSTS	110,000				
4. ADMINISTRATIVE COSTS	15,000				
5. Total of 2, 3, and 4 above	136,200	62,801.82	46.11	73,398.18	53.89
6. CONTINGENCIES					
7. TOTAL ALL ESTIMATED PROJECT COSTS (Items 1, 5, and 6)	\$784,200	361,594.62		422,605.38	

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:

Deposited in a special Airport Funds

Part III-PROJECT INFORMATION

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

None

4. 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

5. 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 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, except as follows:

None

6. 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 aforementioned property map designated as Exhibit "A":

See title opinion submitted with Project Application for project 9-04-128D-01 dated April 23, 1962.

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.

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 assurances required by the Act and 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 FAA, 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 this 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 not unjustly discriminatory 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 or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. The Sponsor will not exercise, grant, or permit any exclusive right for the use of the Airport forbidden by Section 308 of the Federal Aviation Act of 1958. 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 to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service: *Provided*, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection a, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such 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 or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: *Provided*, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; *And Provided Further*, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

7. Insofar as it is within its powers and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section A of FAA Technical Standard Order No. N18, dated April 26, 1950, as amended. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

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. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more military or naval aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each take-off as a movement) of military or naval aircraft is 300 or more, or the gross accumulative weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for 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 FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within four months after receipt of written request from the FAA.

10. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects so long as 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 made available for inspection by any duly authorized representative of the FAA upon reasonable request. The Sponsor will furnish to the FAA, 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 found by the FAA to be 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 rights 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 keep up to date at all times a master plan layout of the Airport showing: (1) the boundaries of the Airport and of all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such master plan layout, and each amendment, revision, or modification

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:

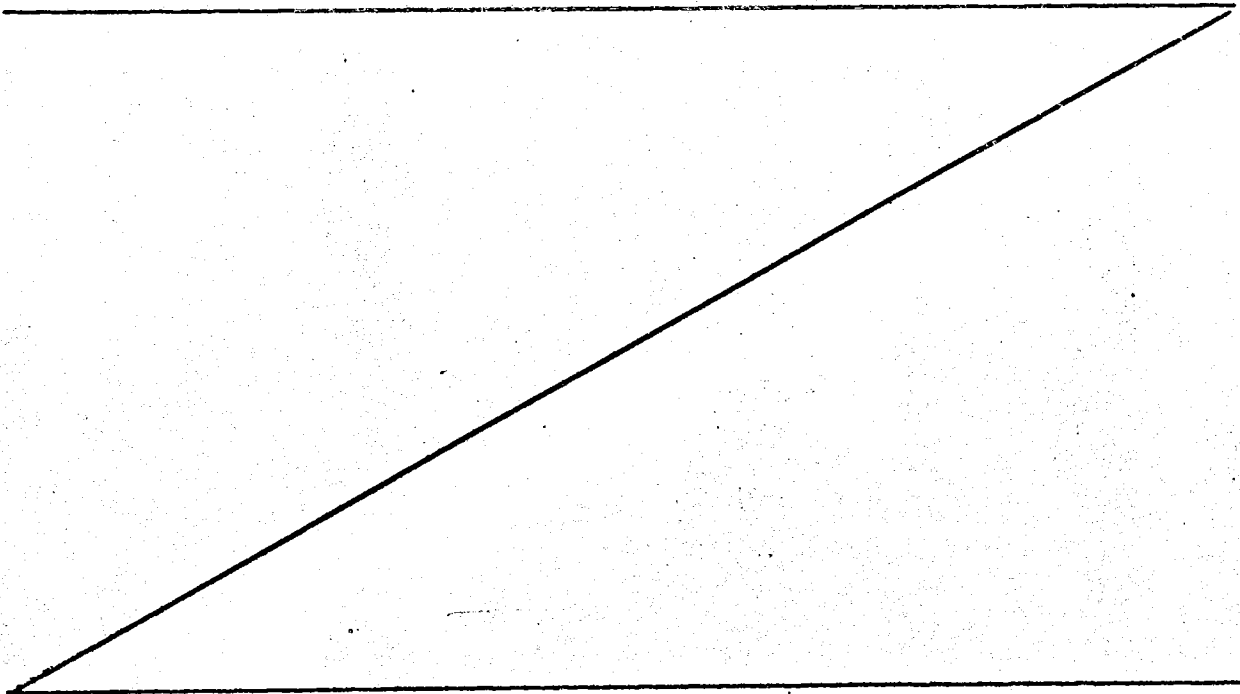
"2(b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, as amended, and Sections 151.45, 151.47, 151.49, 151.51, 151.53 and 151.55, of the Federal Aviation Regulations (27 FR 12348) in effect as of the date of acceptance of this Offer;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

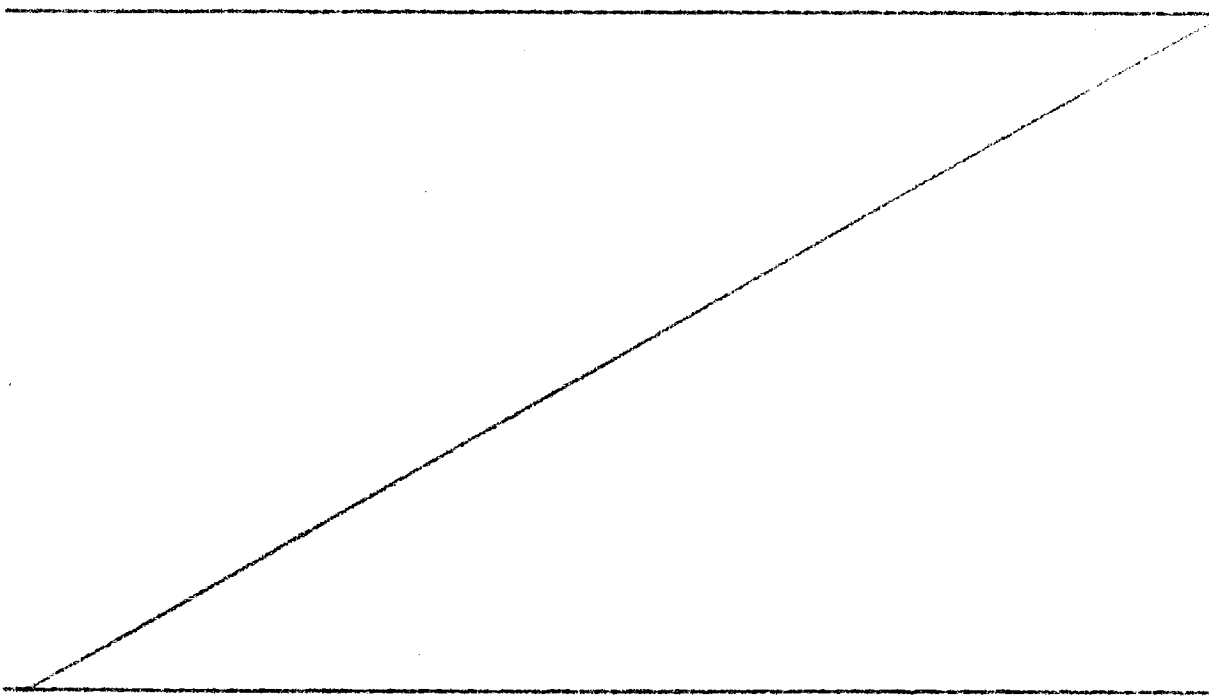
5. The Sponsor shall operate and maintain the airport as provided in the Project Application incorporated herein and specifically covenants and agrees in accordance with its Assurance 4 in Part III of said Project Application that in its operation and the operation of all facilities thereof neither it 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.
-
- 

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 Ramchubon
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. Rain*

By: *J. J. [Signature]*

Title: Deputy

SANTA CLARA MARSH
Title: Chairman of the Board of

P.U. (3)

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

*San Francisco
Airports Repl H
FAA*

#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 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 Financing
Airports Reid Hillview*

Date: October 8, 1963

MEMORANDUM *FAA Grant*
County of Santa Clara

To: County Executive

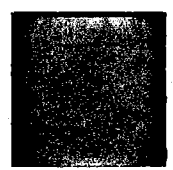
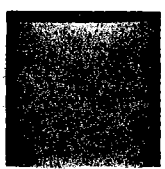
Dept: Clerk of the Board

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.



35
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



Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors



WMS:sa
9/24/63

cc: Co. Council
Pub. Works
Co. Office


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)

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer	October 26, 1964	
Reid-Hillview Airport of Santa Clara County		Airport
Project No.	9-04-128-D503	
Contract No.	FA65WE-0121	

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 9, 1964, for a grant of Federal funds for a project for development of the Reid-Hillview 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:

Land acquisition (Parcels 03-1 and 03-2); clear and drain site, including relocation of 3 hangars (Buildings 1, 2 and 3); construct, mark and light runway (3100' x 75'), including taxiway guidance signs, beacon and tower, lighted wind cone and vault; construct parallel and connecting taxiways (3550' x 40'), holding apron (250' x 80'), hangar access taxiway (675' x 20'), parking apron (approximately 708,645 S.F.), including tie-downs; install security and perimeter fencing (approximately 13,864 L.F.), water line (approximately 3335 L.F.), including 3 hydrants.

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, 53.96 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 \$ 346,570.
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 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 26, 1964 or such subsequent date as may be prescribed in writing by the FAA.
8. 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.
9. It is 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 03-1 and 03-2 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 03-1 and 03-2 (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.
10. It is understood and agreed by and between the parties hereto that the United States will not participate nor be obligated to participate in the cost of acquiring that portion of Parcel 03-2 (approximately 5 acres) which will be utilized for automobile parking.
11. Notwithstanding the inclusion of the following items of construction in the plans and specifications for this project, it is hereby understood and agreed by and between the parties hereto that the United States will not participate nor be obligated to participate in the cost thereof:
 1. Access road.
 2. Wash rack.
 3. Service lines from re main.
 4. Sanitary sewer line.

5. Apron paving within 25 feet of the west side and south end of Hangar No. 1.
 6. The paving between Hangars 1 and 2, except for the 675' x 20' access taxiway.
 7. Apron tie-down marking.
 8. Relocation of any buildings except those numbered 1, 2 and 3 on the approved project plans.
 12. It is understood and agreed by and between the parties hereto that participation by the United States in the cost of installing the perimeter fence shall be based on the cost of installing a 6 foot fence.
 13. 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.
 14. 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 351.55 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.
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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

(TITLE)

Chief, Airports Division

Part II-Acceptance

The 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, 19.....

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

(SEAL)

By

Title

Attest:

Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

I,, acting as Attorney for
(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 this day of, 19.....

Title

4/23/62

PROJECT APPLICATION

(For Federal Aid for Development of Public Airports)

Part I—PROJECT INFORMATION

County of Santa Clara, California

The _____ (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 _____ 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
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
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 the 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.

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)

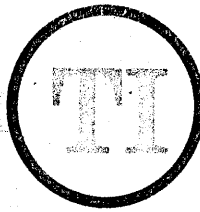
OPINION OF SPONSOR'S ATTORNEY

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.

Agnes M. Williams
Agnes M. Williams

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

U. S. GOVERNMENT PRINTING OFFICE 10-58003-1



POLICY OF TITLE INSURANCE

ISSUED BY

Title Insurance and Trust Company

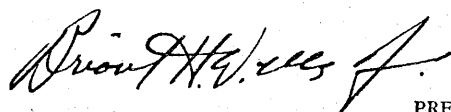
Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

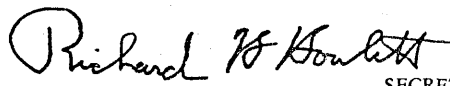
all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by 

PRESIDENT

Attest 

SECRETARY

SCHEDULE A

Amount \$40,860.00

Effective Date May 14, 1964
at 10:40 a.m.

I N S U R E D

Premium \$ 258.00

Policy No. B-244862
Reid-Hillview
Parcel 3511-15-7
Gilmore, Ray

COUNTY OF SANTA CLARA,
State of California

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

COUNTY OF SANTA CLARA,
State of California

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

Application No. B-244862

TO 1012-1B Cont. C
California Land Title Association
Standard Coverage Policy—1963

SCHEDULE B — (*Continued*)

PART II

1. Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Lane.

Appl. No. B-244862

TO 1012-1-1056-1 C O C C
American Land Title Association Loan Policy
Additional Coverage-1962
or
California Land Title Association
Standard Coverage Policy-1963

SCHEDULE C

The land referred to in this policy is described as follows:

THE DESCRIPTION OF THE LAND REFERRED TO IN THIS POLICY IS
SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND MADE
A PART HEREOF.

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PORTION OF LOT 64, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Fillmore Tract, hereinabove referred to, at the common corner of Lots 64 and 65, as shown on the Map of said Fillmore Tract; thence along the Southeasterly line of said Fillmore Tract, (said Southeasterly line being in Swift Land), South 50° West 155 feet; thence leaving the Southeasterly line of said Fillmore Tract, and running parallel with the line dividing said Lots 64 and 65, Northwesterly 1431.54 feet, more or less, to the Northwesterly line of said Lot 64; thence along said Northwesterly line North $49^{\circ} 51'$ East 155 feet to the most Northerly corner of said Lot 64; thence along the line dividing said Lots 64 and 65, Southeasterly 1432.20 feet to the point of beginning.

CONTAINING APPROXIMATELY 5.09 acres of land.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.



Title Insurance and Trust Company

FOUNDED IN 1893

MAP
of the
Subdivision
of the
Filmore Tract

Surveyed October 1887 by
Hermann Brock & Company C.E.

REQUISITORY
By the Board of State Clerks

Wm. H. Harrison

Book 8 of Subdivisions

Page 11

State of Ohio

1887



Patron
W. B. White
A. White

I hereby certify that I am the proprietor of the tract of land shown and returned on the map hereto attached, and that the same was laid out and the lots numbered according to my certificate, and that the attached map, fully and fairly represents said tract, the name and subdivisions thereof, and the streets, roads, ways, and squares, or shares, or shares on the accompanying map, to the use of the public.

Done at New York, N.Y., May 25, 1887.

Wm. H. Harrison
Surveyor

State of California } On the 24th day of May, A.D. 1882 before me, Charles J. Queen, County Clerk of Santa Clara County, personally appeared Luther Harrison, known to me to be the person subscribing himself to the above certificate, and he acknowledged to me that he is the owner of the same, for the purpose therein mentioned. In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

(Seal)

Charles J. Queen
County Clerk

7836
24

CONDEMNATION RESOLUTION REQUEST
RIGHT OF WAY OR PROPERTY DATA SHEET

S.D.# 2

To: _____ Project: Reid-Hillview Parcel No.: 3511-15-7
 Grantor: R. B. Gilmore Telephone: _____ Entire Area: _____
 Property Address: N. side Swift Lane adj. W. S. 221,720± sq. ft. or 5.09± ac
 Mailing Address: 939 W. Iowa Ave., Snyle. Airport Part Required: _____
 Jurisdiction: San Jose sq. ft. or All ac
 Remainder: None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.18±</u>	196	196	Deposit	Settlement
Acre: \$ <u>8,000</u>		3		
Land Acquired:		\$40,720 (Estimate)		
Sq. Ft.: <u>221,720±</u>				
Acre: <u>5.09±</u>				

Improvements: NOT APPRAISED

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$40,720 (estimate)

Project Budget Data

Total Authorized:	Cash Payment in this Contract:
Balance after this Acquisition:	% Obligated to Date:
Current Indicated Budget Status - Budget Excess:	Budget Deficit:

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. Salvage Bldgs.
 7. Continued Occupancy
 8. Settlement Justification
 9. Title Exceptions
 - 10.
 - 11.
 - 12.
- Title Co.: Title Insurance & Trust
 # 244862 Date: March 28, '63
 Grantor Acquired Date: Feb. 28, '62
 I.R.S. \$25.85
 Appraised by: Not Appraised
 Date: _____
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready
 Dep. County Counsel: Harrison

Description of Improvement Acquired

<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
---------------------	---------------------	------------	------------------

Authorization to purchase this parcel was received only recently. Appraisal has been requested and when it arrives ~~and upon receipt thereof~~ the owner will be contacted and presented an offer.

Approval

To County Counsel:
Agenda: _____ Item# _____

RIGHT OF WAY DATA SHEET

Grantor: Roy B. Gilmore Project: Reid-Hillview Airport Parcel No.: 3511-15-7
 Property Address N. side Swift Lane adj. W. side Airport Entire Area:
 Mailing Address: 939 W. Iowa Avenue, Sunnyvale 221,720 ± sq. ft. 5.09 ± ac
 Telephone: 736-3312 Part Required:
 Jurisdiction: San Jose All sq. ft. All ac
 Remainder:
None sq. ft. All ac

Unit Land Cost: Appraisal O.P. Settlement
 Sq. Ft.: \$ 0.18 ± 1963 Deposit
 Acre: \$ 8,000.00 \$40,720.00 -----

Improvements: 0.00

Damages:

Benefits:

Other Consideration

Total Consideration: \$40,720.00 -----
 Cash to Grantor:

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Continued Occupancy
7. Settlement Justification
8. Title Exceptions
- 9.

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
--------------	--------------	-----	-----------

- | | | | |
|----|--|--|------|
| 1. | Old frame dwelling | | Poor |
| 2. | Several miscellaneous garage type frame structures and sheds. None of the improvements add to the value of the property. | | |

Title Co.: Title Ins. & Trust Co.

No.: 244862 Date: 3-28-63

Grantor Acquired: 2-28-62

I.R.S. \$ 25.85

Appraised by: Samuelson

Date: 9-19-63

Type of Title: Fee

Zoning: R1

Access Rights: ---

Suit Filed: ---

O.P.: ---

Agreements: ---

Resolutions: ---

Deeds: --- Maps: ---

R/W Agent: (McCready) Cronin

Dep. Co. Counsel: Harrison

E. D. Hodge

Approval

To County Counsel:

Agenda: 11/25

Item #

AGENDA

DATE 11-25-63

ITEM NO. 10a

ENC. NO. 13

BOARD ACTION Adopted resol. to condemn.

RIGHT OF WAY DATA SHEET

S. D. # 2

Project 04

Grantor: Roy B. Gilmore, et ux Project: Reid Hillview Airport Parcel No.: 3511-15-7

Property Address Tully Road, San Jose Entire Area:

Mailing Address: % M. di Leonardo, Attny. at Law 221,720 sq. ft. 5.09 ac
400 Office Center, Sunnyvale

Telephone: _____ Part Required:

Jurisdiction: San Jose _____ sq. ft. All ac

Remainder:

_____ sq. ft. None ac

Unit Land Cost:	*Appraisal	O.P.	
Sq. Ft.: \$ <u>0.19</u>	<u>19 63</u>	Deposit	Settlement
Acre: \$ <u>8,200.00</u>			
5.09 ac. gross	\$40,720.00		\$40,860.00
4.983 ac. net			
Improvements:	0.00		0.00

Damages:

Benefits:

Other Consideration

Total Consideration:	\$40,720.00	\$40,860.00
	Cash to Grantor:	\$40,860.00

1. Removal of Imps. by Grantor
2. Const. Contract Items
- 3.* Rentals
4. Withheld Funds
5. Excess Lands
- 6.* Continued Occupancy
- 7.* Settlement Justification
8. Title Exceptions
9. SUIT PREVIOUSLY FILED

Title Co.: Title Insurance & Tr.
 No.: 244862 Date: 3-28-63

Grantor Acquired: 2-28-62

I.R.S. \$ 25.85

Appraised by: Samuelson, Cty. Staff
 Date: Sept., '63

Type of Title: Fee

Zoning: R-1

Access Rights: -

Suit Filed: yes

O.P.: no

Agreements: _____

Resolutions: _____

Deeds: R/W file Maps: Display

R/W Agent: Justin F. Mitchell

Dep. Co. Counsel: R. Harrison



Approval

To County Counsel:

Agenda: 4/13

Item #

Description of Improvement Acquired

No. of	Area		
<u>Rooms</u>	<u>Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>

Old wood frame house and sheds --no value

ITEM #3 - RENTALS

Premises are occupied by E. W. Brackett and family of nine children. Rental has been handled through a realtor, W. Atkinson, phone 251-3065. Rental is \$85.00/month, next due 4/1/64.

ITEM #6 - CONTINUED OCCUPANCY

Clause 12 of Agreement obligates owner to give tenant 30-day written notice to vacate upon approval of Agreement by County. However, tenant is to be allowed to stay on until close of school in June.

ITEM #7 - SETTLEMENT JUSTIFICATION

Appraisal by Samuelson in September 1963 indicated the above value based on gross acreage at \$8,000/per acre. Subsequent review by County Staff in November 1963 indicated values upwards of \$8,500/acre. Settlement was made through Owner's attorney at \$8,200/acre with payment only for net area outside Tully Road R/W. The attorney was well-informed as to values in the general vicinity of subject property.

ITEM #8 - TITLE EXCEPTIONS

Clear:

1. Taxes
3. Trust deed outstanding

Subject to:

2. Swift Lane R/W

o's 3-31-64

CONDEMNATION RESOLUTION REC ST
RIGHT OF WAY OR PROPERTY DATA SHEET

S.D.# 2
3511-15-12

To: _____ Project: Reid-Hillview Parcel No. 3511-15-13
Grantor: Home Mutual Savings & Loan Telephone: _____ Entire Area: _____
Property Address: NE corner Swift Ave. & Swift Lane 1,502,820± sq. ft. or 34.5± ac
Mailing Address: First Charter Finance Corp. 9465 Wilshire Part Required: _____
Jurisdiction: San Jose Blvd. Beverly Hills sq. ft. or A11 ac
Remainder: None ac

Unit Land Cost: Budget Appraisal O.I.P.
Sq. Ft.: \$ 0.18± 196__ 1963 Deposit Settlement
Acre: \$ 8,000
Land Acquired: \$276,000
Sq. Ft.: 1,502,820±
Acre: 34.5±

Improvements:
Severance:
Benefits:
Other Consideration:

Total Consideration - Offset by Benefits: \$276,000

Project Budget Data

Total Authorized: Cash Payment in this Contract:
Balance after this Acquisition: % Obligated to Date:
Current Indicated Budget Status - Budget Excess: Budget Deficit:

- 1. Removal of Imps. by Grantor
- 2. Const. Contract Items
- 3. Rentals
- 4. Withheld Funds
- 5. Excess Lands
- 6. Salvage Bldgs.
- 7. Continued Occupancy
- 8. Settlement Justification
- 9. Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired
No. of Area
Rooms Sq. Ft. Age Condition
1 old barn - no value
Owner wants \$10,000 per acre, and if
condemned his attorney states he will answer
for \$700,000 or \$20,000 an acre.

Title Co.: Title Insurance & Trust
240593 Date: Aug. 27, '62
Grantor Acquired Date: Dec. 21, '61
I.R.S. \$26.80
Appraised by: Samuelson & Staff
Date: Feb, 1963
Type of Title: Fee
Zoning: R-1
Access Rights: _____
Suit Filed: _____
O.I.P. : _____
Agreements: _____
Resolutions: _____
Deeds: _____ Maps: _____
Negotiating Agent: McCready & Doyle
Dep. County Counsel: Harrison

Approval
To County Counsel:
Agenda: _____ Item# _____



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

April 10, 1963

Fee: \$52.50

IMPORTANT
When replying refer to
Our No. **244862**

- County of Santa Clara
- Department of Public Works
- 70 West Rosa Street
San Jose, California

Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of March 28, 1963 at 7:30 a.m. *B. M. Blanchard*
B. M. BLANCHARD Title Officer

Vestee: ROY B. GILMORE and PEARL M. L. GILMORE,
his wife, as joint tenants

Exceptions:

1. Taxes for the fiscal year 1963-64, now a lien, but not yet due or payable, including personal property tax, if any.
2. Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Lane.
3. Deed of Trust by Ben F. Carlile Jr. and Alma Letha Carlile, his wife, to City Title Insurance Company, a California corporation, as Trustee, to secure the payment to Peter Della Maggiore and Mary Della Maggiore, his wife, of \$11,962.55 and additional advances, dated September 1, 1960 and recorded February 23, 1961 in Book 5081 Official Records, page 155. Recorder's Serial Number 1955914.

Note 1: County Ordinance No. 84 purports to prohibit the erecting or placing of any building, structure or other improvement on the Northwesterly 15 feet of the Southeasterly 45 feet of the herein described property, within the exterior lines of Swift Lane as the same is proposed to be widened to a width of 90 feet as shown on that certain Map filed September 18, 1952 in Book 2 of Official Plan Lines, at pages 4 and 5.

Note 2: This Report includes an examination of the Municipal Records of the City of San Jose, as to taxes, assessments and/or bonds.

Note 3: Both installments of County and City taxes for the fiscal year 1962-63, have been paid. Assessment Number 489-15-7.

First installment	\$303.77
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Second installment	\$303.77
--------------------	----------

The above installments include \$11.13 personal property tax.

Note 4: The assessed valuations of premises for County and City taxes for the fiscal year 1962-63, are as follows:

Assessed value real estate	\$4,590.00
Assessed value improvement	\$2,100.00
Assessed value personal property	\$130.00

The address of the above Vestees, as disclosed by the County Tax Rolls for the fiscal year 1962-63 is 939 West Iowa Avenue, Sunnyvale, California.

Note 5: The above Vestees acquired title to premises by Deed from Ben F. Carlile, Jr. and Alma Letha Carlile, his wife, dated February 28, 1962 and recorded March 2, 1962 in Book 5486 Official Records, Page 693, Recorder's Serial Number 2150741, and to which Deed there were affixed Revenue Stamps in the sum of \$25.85.

DESCRIPTION

For description of the real property referred to herein, see EXHIBIT A attached hereto and made a part hereof.

WGR/JL
4 copies to Applicant

•

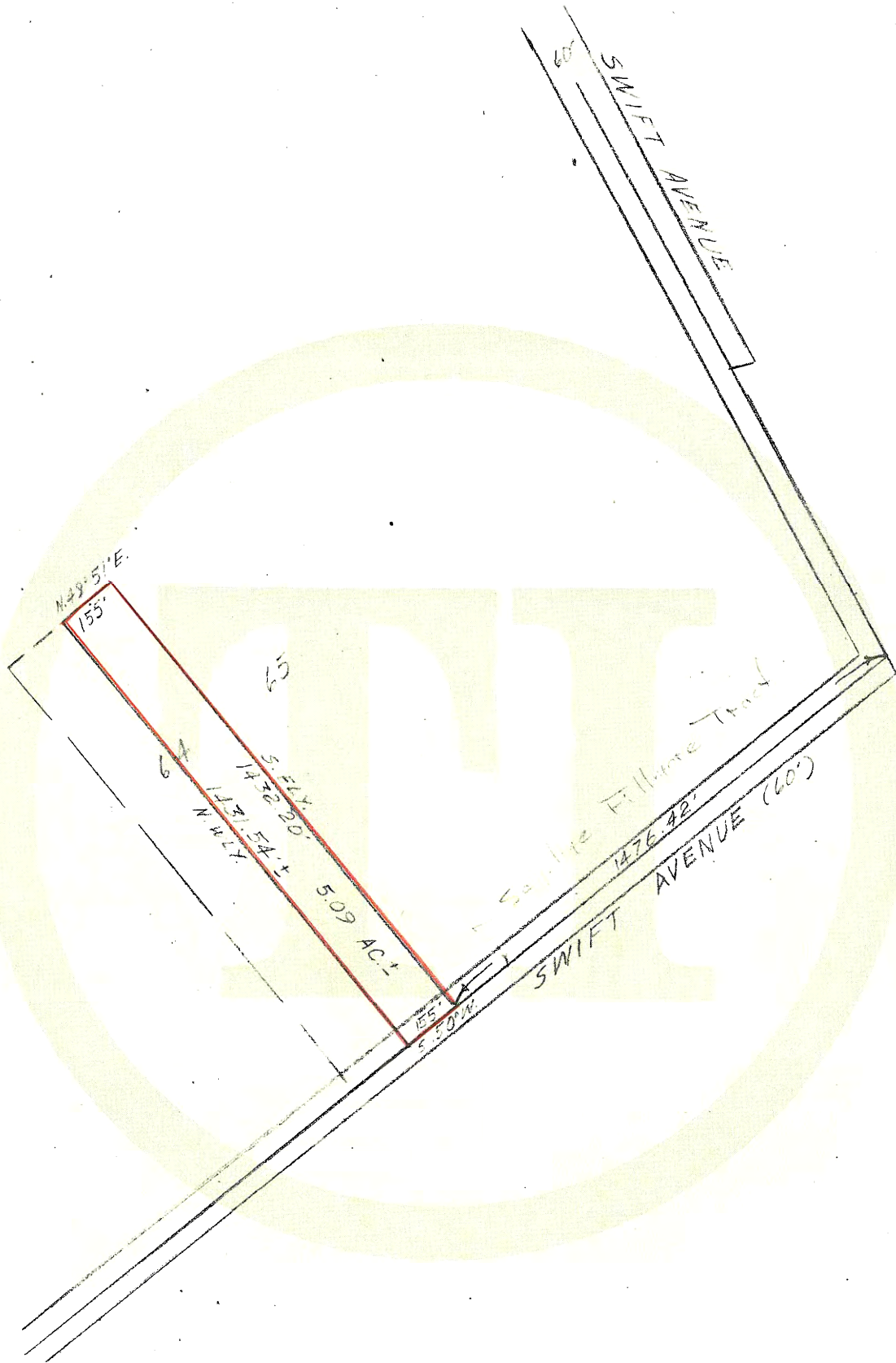
EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PORTION OF LOT 64, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Fillmore Tract, hereinabove referred to, at the common corner of Lots 64 and 65, as shown on the Map of said Fillmore Tract; thence along the Southeasterly line of said Fillmore Tract, (said Southeasterly line being in Swift Land), South 50° West 155 feet; thence leaving the Southeasterly line of said Fillmore Tract, and running parallel with the line dividing said Lots 64 and 65, Northwesterly 1431.54 feet, more or less, to the Northwesterly line of said Lot 64; thence along said Northwesterly line North $49^{\circ} 51'$ East 155 feet to the most Northerly corner of said Lot 64; thence along the line dividing said Lots 64 and 65, Southeasterly 1432.20 feet to the point of beginning.

CONTAINING APPROXIMATELY 5.09 acres of land.



PORTION LOT 6A SUBDIVISION OF THE FILLMORE TRACT
C-MAPS-57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: April 29, 1964

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed are a deed and title insurance policy
for your permanent records for the following property
acquisition:

Project: Reid-Hillview Airport
Parcel No.: 3511-15-12, 13
Grantor: Home Mutual Savings & Loan
Deed Recorded:
Date: April 16, 1964
Book: 6467
Page: 524

Tax cancellation forms have been forwarded to
Assessor's Office on April 17, 1964.

SPENCER M. WILLIAMS
County Counsel

RSH:go
encls

By
Richard S. Harrison
Deputy County Counsel

✓ cc: Department of Public Works
Right of Way Section

MEMORANDUM

Whitecomb

Don Hodge
~~Settlement on Reid Hillview Airport~~
SUBJECT: Parcel: Home Mutual Savings & Loan Association
3511-15-12, 13

From: Phil Cronin
Date: November 18, 1963

Attached herewith is an "Agreement in Settlement and Compromise of Litigation" on the above captioned parcel. This transaction was completed by County Counsel. Guardian Capital Company, a corporation, has the authority to convey title to the County of Santa Clara.

PC:ap

Attachment

MEMORANDUM

To: E. D. Hodge - Dept. of Public Works

From: Richard S. Harrison
Deputy County Counsel

SUBJECT: Resolution to Condemn
Reid-Hillview Airport

Date: July 23, 1963

Attached hereto are resolutions to condemn properties for Reid-Hillview Airport for placement on the Board of Supervisor's agenda.

RSH

RSH:bn
attachments

Tom,
Where are
data sheets,
files, etc?
Jim

Justin -

*I presume these are
on the agenda for the 29th.
If so give proper # of copies of
each to Erma. (To late - changed to 8/5 agenda*

MEMORANDUM

To: E. D. Hodge

From: Francis B. Sullivan

SUBJECT: Reid Hillview Airport

Date: October 3, 1963

Parcels 3511-15, -12, -13
Home Mutual Savings & Loan

Reference is made to memo dated August 27 from George Miller regarding subject parcel.

The transaction between Home Mutual & Garden View Homes was investigated and appears to be in order, and grantor and grantee appear to have no relationship. There are varying degrees of comparability between subject parcel and this comparable. After consideration it was concluded that their difference was generally offsetting and therefore the sale can be considered comparable to subject.

This transaction occurred subsequent to the date of Samuelson's report at \$8,000 per acre. If we are not charged with holding to a valuation date, it would appear that the rate of \$8,500 per acre would appear to be a reasonable rate to apply currently to the subject parcel.

FBS:o's

FBS

26

*Miller -
no conflict on value dates.
negotiate on basis of current
value of \$8,500 per acre
EDH Hodge*

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

October 1, 1963

Mr. Arch MacDonald
MacDonald, Brunsell and Walters
Attorneys at Law
Financial Center Building
Oakland 12, California

Dear Mr. MacDonald:

Recently you wrote to a Mr. McCready in the County's Public Works Department relative to the acquisition of the Home Mutual Savings & Loan parcel for expansion of Reid-Hillview Airport. Mr. McCready has left the County, and I now have your letter.

We have filed an action on the property though no service has been made. The Public Works Department will probably authorize me, shortly, to meet your price of \$8,500 per acre. In the meantime and if it is acceptable to you, I would prepare a stipulation for judgment. In that way the matter could be wrapped up very quickly rather than going through the posting and publishing necessary when the County purchases under the usual contract.

If this procedure meets your approval, I would appreciate hearing from you and I will draft the stipulation.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

COPY

ARCH MACDONALD
CLAYTON W. BRUNSELL
WILLIAM WALTERS

LAW OFFICES
MACDONALD, BRUNSELL & WALTERS
FINANCIAL CENTER BUILDING
OAKLAND 12, CALIFORNIA
TELEPHONE TEMPLEBAR 6-1866
August 22, 1963

Mr. Thomas C. McCready
Right-of-Way Agent
Department of Public Works
County of Santa Clara
20 W. Rosa Street
San Jose 10, California

Re: 35 acre Parcel for Expansion
of Hillview Airport

Dear Tom:

This is to advise that the written escrow instructions with Garden View Homes acquiring the Quinn property on the basis of \$8,500.00 per acre have been executed, and a signed copy of the same is with Valley Title Company in Escrow No. 115467. The total acreage involved is 130.131.

This escrow is now in the process of being closed and you may seek confirmation of this price from Jim Castagnoli. You may show him this letter as your authorization to seek the desired information.

I am anxious to hear from the County on closing the 35 acre parcel presently contemplated for purchase. If the County is no longer interested in the property I would appreciate having you so advise me. The long delay in closing this transaction will entail additional interest and taxes, which will have to be reflected in the purchase price.

With best regards, I am

Very truly yours,

MacDONALD, BRUNSELL & WALTERS


Arch MacDonald

AMacD:t

*Jim Castagnoli
will return used*

Valley Title Company
38 North First Street
San Jose, California

Re: Escrow # 115467
Del Monte Homes, Inc.
to
Garden View Homes, Inc.

Gentlemen:

Handed you herewith please find the following deeds:

(1) Grant deed dated July 17, 1963 duly executed and acknowledged by Del Monte Homes, Inc., A. L. Branden, Inland Land Co., a corporation, and Lakewood Sales Organization, Inc., a corporation, in favor of Del Monte Homes, Inc., a corporation, conveying property described as Parcels Nos. 2, 3, 4, 5, and 6 in your Report No. 115467 issued under date of April 23, 1963.

(2) Deed dated July 17, 1963 executed by A. L. Branden in favor of City of San Jose, relating to a ten (10) foot strip for street purposes.

(3) Deed dated July 17, 1963 executed by A. L. Branden and Norwich Homes, Inc., a corporation, in favor of City of San Jose relating to a ten (10) foot strip for street purposes in connecting with Unit No. 10.

(4) Deed dated July 17, 1963, executed by Del Monte Homes, Inc., a corporation, in favor of Garden View Homes, Inc., a corporation, purchaser, conveying title to Parcels Nos. 2, 3, 4, 5 and 6 as described in your Preliminary Report No. 115467 issued under date of April 23, 1963.

The total purchase price for said real property is the sum of \$1,106,113.50 payable as follows:

(a) Down payment in the sum of \$219,427.50; and

(b) the balance in the sum of \$886,686.00 to be evidenced by a promissory note payable in principal installments of \$127,500.00 each, (or more), on January 1, 1964, March 1, 1964, May 1, 1964, and the unpaid balance in full on or before July 1, 1964. The promissory note shall provide for interest at the annual rate of 7-1/2 per cent on the unpaid balance, with interest payable monthly on the 30th day of each month commencing with August 30, 1963. The promissory note shall be secured by a Deed of Trust upon all of said real property except for 25.815 acres conveyed free and clear in connection with the down payment. Said 25.815 acres comprise Tract 3265, San Jose, consisting of 13.283 acres and Tract 3266 consisting of 12.532.

Seller agrees to deliver Tracts 3265 and 3266 to purchaser with final maps ready for recordation and civil engineering fees to MacKay & Soms for professional services rendered in connection with said two tracts fully paid. As for engineering fees due or for professional services to be rendered by MacKay & Soms in connection with the rest of said real property shall be the obligation of purchaser.

Paragraph Sterns c-o

"In between is what they are taking (Garden Homes) title subject to". F. Menzies Escrow Officer
Asst VP Valley Title Co

(p) Seller agrees that Valley Title Company shall retain possession of the purchase money promissory note and deed of trust executed by purchaser and shall credit payments of principal and interest on said note as such payments are made by purchaser, and said title company is hereby authorized to execute partial reconveyances from time to time as principal payments are made in accordance with the provisions herein. Reconveyances shall be in contiguous parcels commencing with Tract 3267 (No. 13) as a unit, Tract 3268 (No. 14) as a unit, Tract 3269 (No. 15) as a unit, and Tract 3270 (No. 16) as a unit, in this order, and then the remaining acreage adjoining Capitol Avenue on the West and progressing easterly with the acreage located East of Capitol Avenue and South of Ocala. The above order of release shall be followed unless otherwise mutually agreed in writing between seller and purchaser.

(q) Time is made the essence of all of the provisions herein.

(r) Valley Title Company is hereby authorized to join in the execution of any final maps relating to subject property as may be required in connection with it acting as Trustee of the purchase money deed of trust.

(s) Valley Title Company is authorized to record upon the close of the within escrow the two deeds in favor of the City of San Jose relating to street purposes and listed as Items 2 and 3 above.

(t) MacKay & Soms, civil engineers, in addition to provision herein above mentioned for Tracts 3265 and 3266, have the following sums due for boundary survey, topographical and tentative map work affecting subject property:

Tract 3267 (Unit 13)	\$960.00
Tract 3268 (Unit 14)	\$930.00
Tract 3269 (Unit 15)	\$975.00
Tract 3270 (Unit 16)	\$1020.00

Purchaser may use the services of MacKay & Soms in connection with the above said tracts, but a contract for such services has to be negotiated and the above items in all probability will be included, and, if so, purchaser agrees to pay such obligations. However, if purchaser does not retain the services of MacKay & Soms, Seller will cause said sums to be paid from escrow from the proceeds received from the next principal payment made by purchaser, and said title company is hereby authorized to pay the above sums to MacKay & Soms. In the event Seller pays such sums to MacKay & Soms, purchaser agrees to reimburse Seller for said sums as it records the final maps for the respective units.

The foregoing shall constitute joint instructions to Valley Title Company from seller and purchaser.

Instructions for the payment of real estate commission to M. Rose Gaspar and legal fees to Arch MacDonald will be given by sellers supplemental instructions.

Dated at San Jose, California

DEL MONTE HOMES, INC.

By *Arch MacDonald*
its attorney

GARDEN VIEW HOMES, INC.

By *W. W. [Signature]*
its President

A. [Signature]
Sec.

ARCH MACDONALD
CLAYTON W. BRUNSELL
WILLIAM WALTERS

LAW OFFICES
MACDONALD, BRUNSELL & WALTERS
FINANCIAL CENTER BUILDING
OAKLAND 12, CALIFORNIA
TELEPHONE TEMPLEBAR 6-1866

July 10, 1963

Mr. Thomas McCready
Right of Way Agent
Department of Public Works
County of Santa Clara
20 West Rosa Street
San Jose 10, California

Re: Swift Lane Property for Proposed
Hillview Airport

Dear Mr. McCready:

Enclosed herewith please find City Title Insurance Company's Preliminary Title Report No. 174377 in connection with the County's proposed acquisition.

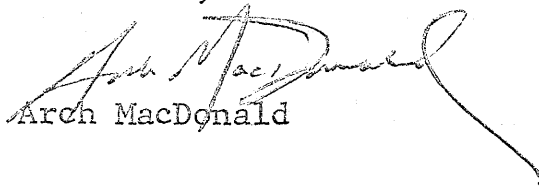
The proposed conveyance to the County will be made free and clear of all encumbrances except Items 5, 6, 7 and 8 as shown on the Preliminary Report. Real property taxes will be prorated as of the date of closing. Revenue stamps will be affixed by seller and premium of title insurance is to be paid by purchaser.

As we have discussed verbally, any condemnation suit should name Guardian Capital Company, a corporation, and I would appreciate this suit being separate from the condemnation action filed relating to other properties.

As I mentioned to you, it is possible to close this deal out promptly on the basis of \$8,500.00 per acre. This figure contemplates a cash transaction to be completed prior to August 1, 1963.

Very truly yours,

MACDONALD, BRUNSELL & WALTERS


Arch Macdonald

AMacD:t
cc: Don Scinson

July 10, 1963

Mr. Spencer M. Williams
County Council
County of Santa Clara
70 West Rosa Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tabares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12, 13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1968

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed data sheet for our right of way file.

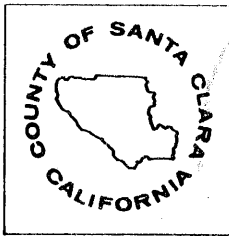
Please advise if any further documents or other information is needed.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:WKL:0/s

Enclosure



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust
66 North First Street
San Jose, California

Subject: Owner: Home Mutual Savings & Loan Assoc.
Project: Reid-Hillview Airport
Parcel No.: 2511-15-12 & 3511-15-13
Escrow No.: 240593

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from August 27, 1962 the date of our preliminary report to *June 3, 1963* at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. E. Rayland, Title Officer

COUNTY OF SANTA CLARA

Department of PUBLIC WORKS

JAMES B. ENOCHS - DIRECTOR OF PUBLIC WORKS

SANTA CLARA COUNTY OFFICE BLDG. •
20 W. ROSA STREET • SAN JOSE 10, CALIFORNIA

OTIS T. CALHOUN - ASST. DIRECTOR - BUILDINGS
JAMES T. POTT - ASST. DIRECTOR - HIGHWAYS

June 3, 1963

Subject: Owner: *Home Mutual Savings and Loan Association*
Project: *Reid-Hillview Airport*
Parcel No.: *3511-15-12 and 3511-15-13*
Escrow No.: *T.I.T. 240593*

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from *August 27, 1962* the date of our preliminary report to at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

COPY

May 14, 1963

Mr. Stuart A. Ripley
First Charter Financial Corporation
9465 Wilshire Boulevard
Beverly Hills, California

Subject: Reid-Hillview Airport - No. T.I. 240593
Request for Temporary Right-of-Way

Dear Mr. Ripley:

Thank you for your letter of May 9, 1963. In compliance with your request, we are enclosing a copy of the legal description of the parcel, a plot plan of the parcel itself showing its relationship with Swift Lane and then extension of Tully Road and a copy of the page from the Santa Clara County Street Guide in which the subject property appears. You will see the parcel outlined in red adjacent to Reid's Hillview Airport at the corner of Swift Lane and Tully Road.

We trust that these guides will aid you in definitely locating the subject property.

Very truly yours,

JAMES H. WHITCOMB
Engineering Aide

JHW:o's

Enclosures



FIRST CHARTER FINANCIAL CORPORATION

9465 WILSHIRE BOULEVARD • BEVERLY HILLS, CALIFORNIA • TELEPHONE 878-1400
273-3300

S. MARK TAPER
CHAIRMAN OF THE BOARD

May 9, 1963

CHARLES A. WELLMAN
PRESIDENT

Mr. James H. Whitcomb
Engineering Aide
Department of Public Works
County of Santa Clara
Santa Clara County Office Building
20 West Rosa Street
San Jose 10, California

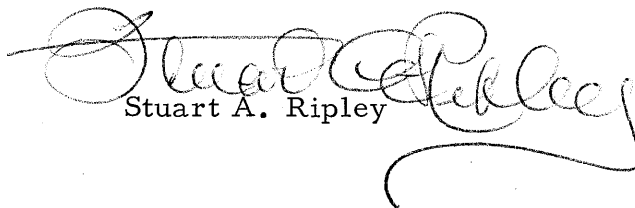
Subject: Reid-Hillview Airport - Escrow No. T.I. 240593
Request for Temporary Right-of-Way for Purpose
of Drilling Test Borings

Dear Mr. Whitcomb:

This will acknowledge your letter of May 3, 1963. In order to definitely ascertain subject property, would you kindly forward to the undersigned an over-all vicinity map and legal description. The map supplied is hardly legible and of equal importance, we need to definitely ascertain this location with the general area as a whole. A larger vicinity map would answer this purpose.

Very truly yours,

FIRST CHARTER FINANCIAL CORPORATION


Stuart A. Ripley

SAR:m

SAVINGS AND LOAN ASSOCIATIONS OF FIRST CHARTER FINANCIAL CORPORATION

AMERICAN SAVINGS AND LOAN ASSOC.
WHITTIER, CALIFORNIA

BERKELEY SAVINGS AND LOAN ASSOC.
BERKELEY, CALIFORNIA

HOME MUTUAL SAVINGS AND LOAN ASSOC.
SAN FRANCISCO, CALIFORNIA

LANCASTER-PALMDALE SAVINGS AND LOAN ASSOC.
LANCASTER, CALIFORNIA

MUTUAL SAVINGS AND LOAN ASSOC.
OF ALHAMBRA, CALIFORNIA

PIONEER INVESTORS SAVINGS AND LOAN ASSOC.
SAN JOSE, CALIFORNIA

THESE CALIFORNIA ASSOCIATIONS ARE MEMBERS OF THE FEDERAL HOME LOAN BANK SYSTEM AND THE FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION

May 3, 1963

Mr. Stuart Ripley
First Charter Financial Corp.
9465 Wilshire Boulevard
Beverly Hills, California

Subject: Reid-Hillview Airport - Escrow No. T.I. 240593

Dear Mr. Ripley:

The County of Santa Clara is currently engaged in the development of the Reid-Hillview Airport in San Jose, California, and in conjunction with this development it is required that we drill a number of test holes for a soil analysis report. One of the parcels upon which we must enter for this purpose is owned by Home Mutual Savings & Loan Association, said property being also under option at least for a period, to Del Monte Homes or Lakewood Sales Corporation, companies of which Mr. A. L. Brandon is president. It is our understanding, however, that transactions regarding this property are handled through First Charter Financial Corporation and that you are empowered to act for this corporation.

We are therefore sending two copies of a right-of-entry along with plat maps showing the property involved and the location of the required test holes. As the forms indicate, the County or its agents will exercise all due care in the drilling of these holes and the property will be left in substantially the same condition as existed at the time of our entry. One copy of the right-of-entry form and map may be retained for the Home Mutual Records.

Since there is a desire to accomplish these tests as soon as possible, your cooperation in obtaining the necessary signatures and returning the right-of-entry to us at your earliest convenience will be most appreciated.

Very truly yours,

JAMES H. WHITCOMB
Engineering Aide

JHW.:o's

Enclosures

MEMORANDUM

To: Don Hodge
From: Phil Cronin
SUBJECT: Settlement on Reid Hillview Airport
Parcel: Home Mutual Savings & Loan Association
3511-15-12, 13
Date: November 18, 1963

Attached herewith is an "Agreement in Settlement and Compromise of Litigation" on the above captioned parcel. This transaction was completed by County Counsel. Guardian Capital Company, a corporation, has the authority to convey title to the County of Santa Clara.

PC:ap

Attachment

PH

26

*File
Parcel # 3511-15/2(B)*

MEMORANDUM

To: E. D. Hodge

From: Francis B. Sullivan

SUBJECT: Reid Hillview Airport
Parcels 2511-15, -12, -13
Home Mutual Savings & Loan

Date: October 3, 1963

Reference is made to memo dated August 27 from George Miller regarding subject parcel.

The transaction between Home Mutual & Garden View Homes was investigated and appears to be in order, and grantor and grantee appear to have no relationship. There are varying degrees of comparability between subject parcel and this comparable. After consideration it was concluded that their difference was generally offsetting and therefore the sale can be considered comparable to subject.

This transaction occurred subsequent to the date of Samuelson's report at \$8,000 per acre. If we are not charged with holding to a valuation date, it would appear that the rate of \$8,500 per acre would appear to be a reasonable rate to apply currently to the subject parcel.

FBS:o's

file

June 11, 1963

Mr. Stuart A. Ripley
First Charter Financial Corp.
9465 Wilshire Boulevard
Beverly Hills, California

Subject: Reid-Hillview Airport-Parcel No. 3511-15-12
Request for Temporary Right of Entry

Dear Mr. Ripley:

On May 14, 1963, we sent, in compliance with your request of May 9, a plot plan, a street map and a legal description of the Home Mutual Savings and Loan property adjacent to Reid-Hillview Airport upon which we are requesting from your corporation a temporary right of entry for the purpose of drilling test borings. To date we have not heard from your corporation concerning the granting of this right of entry and we would like to again mention that there is some degree of urgency in the completion of the soil tests necessary for our development of the airport. Therefore, anything you can do to expedite the issuing of this right of entry will be greatly appreciated.

Very truly yours,

JAMES H. WHITCOMB
Engineering Aide

JHW:o's

December 21, 1970

Mr. Carl G. Hand
Chief, Airports Branch
Federal Aviation Administration
831 Mitten Road
Burlingame, California 94010

Subject: Reid Hillview Airport - Parcel 3511-15-7

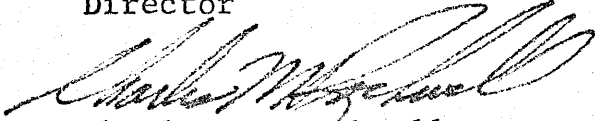
Dear Mr. Hand:

Transmitted herewith are the following documents requested by Mr. M. Lange for evaluation of the County's request for aid under the Airport and Airway Development Act dated October 26, 1970:

- A. 3 copies of original grant deed.
- B. 3 copies of T. I. Policy of Title Insurance #B-244862.
- C. 1 copy of H. M. Samuelson's letter appraisal dated 9-19-63.
- D. 1 copy of F. B. Sullivan memo dated 11-18-63 reviewing additional sales data on which the Gilmore settlement was based.
- E. Original and 2 copies of letter by Gerald J. Thompson, Assistant County Counsel, certifying condition of acquired title on the Gilmore parcel. Letter dated 12-18-70.

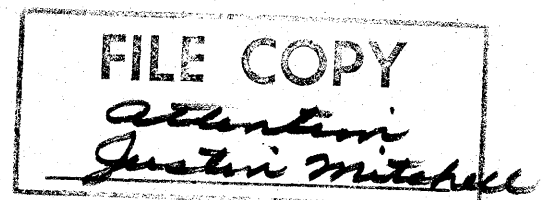
Very truly yours,

JAMES T. POTT
Director


Charles M. Rockwell
Senior Civil Engineer

CMR:me

Attachments



C. Rockwell
Sr. Civil Engineer

J. F. Mitchell
Real Estate Agent

Reid Hillview Airport
Parcel 3511-15-7 (Gilmore)
FAA Documentation

December 21, 1970

Pursuant to 12-16-70 telephone request of Milton Lange of FAA, herewith are documents relating to acquisition of the above referenced parcel.

- A. 3 copies of original grant deed.
- B. 3 copies of T.I. Policy of Title Insurance #B-244862.
- C. 1 copy of H. M. Samuelson's letter appraisal dated 9-19-63.
- D. 1 copy of F. B. Sullivan memo dated 11-18-63 reviewing additional sales data on which the Gilmore settlement was based.
- E. Original and 2 copies of letter by Gerald J. Thompson, Assistant County Counsel, certifying condition of acquired title on the Gilmore parcel. Letter dated 12-18-70.

Please forward package to C. G. Hand of FAA.

JFM:ai

Attachments

COPY

County of Santa Clara
California

Office of the County Counsel
507 County Administration Building
70 West Hedding Street
San Jose, California 95110
299-2111 Area Code 408

William M. Siegel, County Counsel

December 18, 1970

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

Re: Certification of Condition of Title
Reid-Hillview Airport - Parcel 3511-15-7 (Gilmore)

Dear Mr. Hand:

I am the Assistant County Counsel for the County of Santa Clara, and duly licensed to practice law in the State of California.

I have examined all documents relating to this acquisition, including the policy of title insurance as issued by Title Insurance and Trust Company, a California corporation. I hereby certify that title to this parcel is in the County of Santa Clara free from any impediment, lien, claim or charge which would prevent the land from being used and developed for airport purposes.

If you have any further questions, please do not hesitate to contact me.

Very truly yours,

WILLIAM M. SIEGEL
County Counsel

By
Gerald J. Thompson
Assistant County Counsel

GJT:bc

memorandum



TO G. Thompson Assistant County Counsel	FROM J. F. Mitchell Real Estate Agent
SUBJECT Reid-Hillview Airport Parcel 3511-15-7 (Gilmore)	DATE December 17, 1970

Mr. Milton Lange of the Federal Aviation Agency is requesting legal opinion of County Counsel as to the condition of title acquired on the above parcel.

Would you please review the attached copy of our policy of title insurance (T. I. #B-244862) which Gary V. obtained from the Board file and assure the Feds that we have clean, clear title.

On a past certification on other acquisitions at Reid-Hillview in September 1965 Larry Aurbach stated as to the parcels in question as follows:

"Title in the County is free from any impediment, lien, claim or charge which would prevent the land from being used and developed for airport purposes."

We are sending them copies of the recorded grant deed, policy of title insurance and our appraisal and settlement info. We need your certification of title along the lines of past certifications. Your letter should be addressed to:

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

Would you forward us your original cert letter so we can package it with the other materials for mailing to FAA?

JFM:ai

12/10/70

Doc -

M. H. Long. at F.A.A. called re
re estimate purchase for Road - Millers
on Tolly Rd.

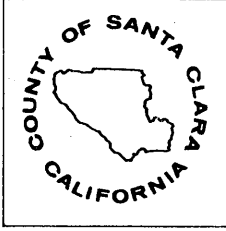
He wanted to know how much we had
pd for the property. I first checked
w/ Rockwell & he would give me the
info. - I called Long back (692-2441 ²⁸⁸ Ex
& advised him we had pd \$ 40,260.00 - He
then wanted to know if we had an appraisal
& in what amount. - I told him Samuelson
had appraised it for 40,720 - but our
staff found a subsequent sale - so our
settlement was a little over the appraisal.
He said he want going to quote for
\$ 142⁰⁰ but he would need the
following & he was apparently expecting
Rockwell of the same:

1. copy of 3-63 Samuelson appraisal &
letter appraisal of 9-19-63
2. County council opinion of title required
3. Title policy - 3 copies
4. Grant Deed - 3 copies

Ernie -
Dig is out & give to Rockwell

county of santa clara

S.D. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: April 3, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF April 13, 19 64

FROM: Hodge, Right of Way Division, Public Works

TITLE: Agreement to Purchase Real Property Required for Reid Hillview Airport

DESCRIPTION:

Parcel 3511-15-7 Roy B. Gilmore, et ux; \$40,860.00; property located on Tully Road adjacent on southwest to existing Reid Hillview runway. 5.09 acres gross, 4.983 acres net at \$8,200 per acre (\$0.19 sq. ft.), old house and shed at no value.

Zoning: R-1

Note: Condemnation action previously filed.

COMM

DEPT

MOBK

AGENDA DATA

DATE: APR 13 1964

ITEM NO: 11.9d

BOARD ACTION Authorized

APPROVED:

James T. Pott

JAMES T. POTT, COUNTY ENGINEER

county of santa clara

Reid Hillview
3511-15-7



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

June 24, 1964

Mrs. Jean Pullan, Clerk
Board of Supervisors
County Administration Building
San Jose, California

Re: County vs. Gilmore

Dear Mrs. Pullan:

Enclosed for your files please find a deed and policy of title insurance, by which title is now vested in the County of Santa Clara to the former Gilmore property, for the Reid-Hillview Airport.

Taxes have been cancelled and this acquisition is now complete.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:gmw
Encls.

cc: Dept. of Public Works
Right of Way

RECEIVED

COPY

COPY

County of Santa Clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

April 28, 1964

Title Insurance & Trust Company
66 North First Street
San Jose, California

Re: Escrow No. 244862 - Reid-Hillview Airport
Roy Gilmore, et ux. - Owners
Parcel No. 3511-15-7

*Hand delivered
to E. Wilson*

4/29/64

Gentlemen:

This letter and the enclosed purchase agreement will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$40,860.00.
2. We are enclosing one executed grant deed from owners having a property description corresponding to that used in the purchase agreement. One certificate of acceptance of deed is also enclosed. Upon recordation of said deed you are instructed to issue a title insurance policy in favor of the County of Santa Clara insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to item number two of the above-entitled title report. Title shall be insured in the amount of the purchase price.
3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the purchase agreement.
4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.
5. You are further instructed that County shall pay the costs of revenue stamps as provided for in the purchase agreement.

COPY

Title Insurance & Trust Company
April 28, 1964
Page 2

6. Also enclosed is a rental letter to be returned to Mr. Frank E. Thomas of the Department of Public Works. The rent has been paid by the present tenant to the seller in the amount of \$85.00 per month up to May 1, 1964. You are to confirm this fact with the seller and after confirmation thereof shall prorate the rent as of the date of close of escrow. Any portion of rent allocable to the County is to be deducted from the purchase money on deposit and paid over to the County.

7. Upon close of escrow please forward the recorded deed and title insurance policy to the office of the County Counsel for inspection and approval.

8. Kindly notify me by telephone on the day escrow closes of the recorder's serial number on the deed so that we may immediately process the tax cancellation.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

encl: Warrant
Purchase Agreement
Grant Deed
Certificate of Acceptance
Rental Letter

cc: Department of Public Works
~~Right of Way Section~~

April 17, 1964

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport, Roy Gilmore-3511-15-7

Dear Mr. Williams:

Attached are the following papers:

- (X) Deed
- (X) Certificate of Acceptance
- (X) Rental Letter
- ()

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GEM:o's

MICHAEL DI LEONARDO
ROBERT L. BLAKE
JAMES T. KELLY, JR.
JESS JOSEPH AGUILAR
STANLEY F. LEAL

LAW OFFICES
OF
di Leonardo, Blake, Kelly, Aguilar & Leal
P. O. BOX 791
400 SUNNYVALE OFFICE CENTER
CIVIC CENTER
SUNNYVALE, CALIFORNIA
736-3474

SAN JOSE OFFICE
TELEPHONE
293-3314

March 28, 1964

Justin F. Mitchell
Right of Way Agent
Department of Public Works
20 West Rosa Street
San Jose 10, California

Re: County of Santa Clara vs. Gilmore et al
Santa Clara Co. Superior Court No. 152074

Dear Mr. Mitchell:

Pursuant to your request of March 27, 1964, I am enclosing,
herewith, the original Agreement for Purchase of Real Property.

I am sorry that we did not forward this to you along with
the copies previously sent to you. Our client had retained this as his
copy in error.

Yours very truly,

Barbara C. Davies
(Mrs.) Barbara C. Davies

bcd
Encl.

MEMORANDUM

To: Richard Harrison, Dep. County
Counsel

From: Justin F. Mitchell, R/W Ag.

SUBJECT: Reid Hillview Airport-3511-5-7
County of Santa Clara vs. Roy B. Gilmore, et al
S.C.C. No. 152074

Date: January 6, 1964

Forwarded in accordance with your request is a Right of Way Data sheet and one copy each of a letter to the Board of Supervisors and a letter from the FHA Director regarding development problems on the above parcel.

JFM:o's

Attachment

MEMORANDUM

To: Don Hodge

From: Francis R. Sullivan

SUBJECT: Reid Hillview Airport

Date: November 18, 1963

General file

At your request we are offering comments and opinion as to the general value of land involved in the remaining parcels to be purchased for this project.

At the inception of the purchasing effort for these airport properties the County came into possession of two appraisal reports made for redevelopment purposes. Early purchases were made based on a basic land value in the \$6,000.00 - \$6,500.00 per acre range. This value range, in my opinion, represented value for those poorly developed parcels adjacent to the existing airport as of that point in time.

Subsequent to this time the County purchased the 15 acre parcel north of Cunningham that will be traded to the City of San Jose at the rate of \$8,000.00 per acre. This apparently set a new price plateau for this area as shortly thereafter a market sale was made to Garden View Homes at \$8,500.00 per acre nearby this 15 acre parcel. At about this same time, but without knowledge of the last mentioned sale, Harold Samuelson appraised the Gilmore property at \$3,000.00 per acre.

26

Based on the above, it is the opinion of this section that our basic acreage rate for this area should be \$8,500.00 per acre valued as though free and clear of all encumbrances. Parcels which are burdened with some special encumbrance which might affect their development should be treated separately by making whatever adjustments are deemed necessary to the above shown basic rate.

FBS:fm

November 14, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Reid Hillview Airport - Gilmore-3511-15-7

Subject: Request for Condemnation Resolution

Dear Mr. Williams:

You are requested to secure a Condemnation Resolution and file suit on the above parcel. The following enclosures are for your assistance in preparation of the resolution and related documents.

1. Suit Data Sheet (2 copies)
2. Right of Way Data Sheet
3. Current Title Reports
4. Description (10 copies)
5. Key Map (8 copies)
6. Parcel Map (8 copies)

All utility relocations are to be handled by Engineering. There are no known off-record interests other than those shown on the suit data sheet.

- X
- () Possession is not required at this time.
 - () Early possession is required. Please arrange for concurrent filing of Order of Possession.

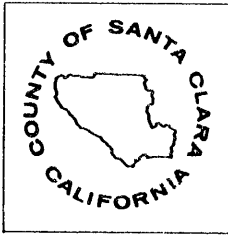
In this action it appears that Service of Summons (and Order for Possession) on all fee owners will be a useful negotiating tool. Upon completion of filing of suit, please return a completed copy of the enclosed suit data sheet and sufficient copies of the Summons and Complaint (and Order for Possession) for the negotiating agent to make service on the fee owners.

This property is required for airport purposes.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:PJC:o's



DEPARTMENT OF PUBLIC WORKS JAMES B. ENOCHS, DIRECTOR
SANTA CLARA COUNTY OFFICE BUILDING 20 WEST HEDDING STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA

November 13, 1963

Title Insurance & Trust Co.
66 North First Street
San Jose, California

Subject: Owner: Roy B. Gilmore, etux
Project: Reid Hillview Airport
Parcel No.: 3511-15-7
Escrow No.: 244862

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from *March 28, 1963 at 7³⁰ am.* the date of our preliminary report to *November 4, 1963* at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours
A. B. England, Title Officer

COPY



DEPARTMENT OF PUBLIC WORKS JAMES B. ENOCHS, DIRECTOR
SANTA CLARA COUNTY OFFICE BUILDING 20 WEST HEDDING STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA

November 13, 1963

Title Insurance & Trust Co.
66 North First Street
San Jose, California

Subject: Owner: Roy B. Gilmore, etux
Project: Reid Hillview Airport
Parcel No.: 3511-15-7
Escrow No.: 244862

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from the date of our preliminary report to at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

COPY

SUIT DATA SHEET

Project Reid Hillview Airport W.O. No. 3511

County vs. _____

S.C.C. No. _____ Filed _____

O. P. Filed _____ Effective _____

County Counsel Richard Harrison

<u>Cronin</u>	<u>Samuelson</u>	<u>None</u>
Agent	Appraiser	Deposit

<u>Purpose</u>	<u>Title</u>	<u>Taking</u>
Freeway ()	Fee (x)	Partial ()
Conventional Hwy. ()	Easement ()	Entire (x)
Other, see letter (x)	Other, see letter ()	Excess ()

Buildings Straddling Right of Way Line

Yes () No () Cut at Line () Remove Entire (x)

<u>Name & Address</u>	<u>Interest</u>	<u>Date Served</u>	<u>Summons</u>	<u>O.P.</u>
<u>Roy B. Gilmore</u> <u>939 W. Iowa Avenue</u> <u>Sunnyvale</u>	<u>Owner</u>	_____	_____	_____
<u>Pearl M. L. Gilmore</u> <u>939 W. Iowa Avenue</u> <u>Sunnyvale</u>	<u>Owner</u>	_____	_____	_____
<u>City Title Insurance Company</u>	<u>Trustee</u>	_____	_____	_____
<u>Peter Della Maggiore</u>	<u>Beneficiary</u>	_____	_____	_____
<u>Mary Della Maggiore</u>	<u>Beneficiary</u>	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

MICHAEL DI LEONARDO
ROBERT L. BLAKE
JAMES T. KELLY, JR.
JESS JOSEPH AGUILAR
STANLEY F. LEAL

LAW OFFICES
OF
di Leonardo, Blake, Kelly, Aguilar & Leal
P. O. BOX 791
400 SUNNYVALE OFFICE CENTER
CIVIC CENTER
SUNNYVALE, CALIFORNIA
736-3474

SAN JOSE OFFICE
TELEPHONE
293-3314

March 25, 1964

Justin F. Mitchell
Right of Way Agent
Department of Public Works
20 West Rosa Street
San Jose 10, California

Re: SD No. 2
Project Reid-Hillview Airport
Parcel No. 3511-15-7
Grantor, Roy B. Gilmore et us
Title Insurance & Trust Co. Escrow Acct. No. 244862
County of Santa Clara vs. Gilmore et al
Santa Clara Co. Superior Court No. 152074

Dear Justin:

I enclose, herewith, the following:

1. Original Grant Deed by the terms of which Roy B. Gilmore and Pearl M. L. Gilmore, his wife, convey to the County of Santa Clara the real property described therein involved in the above entitled acquisition proceedings; and
2. Original and copy of Agreement for Purchase of Real Property duly executed by my clients Roy B. Gilmore and Pearl M. L. Gilmore, his wife.

My understanding is that this matter will be set for consideration by the Board of Supervisors of the County of Santa Clara on April 13, 1964, and that as quickly as possible thereafter the above entitled escrow will be closed.

By the terms of the agreement we are required to give a 30-day notice to vacate the premises upon the tenants presently occupying the premises.

It is also my understanding that you wish us to request said tenants to remove and take with them various used and/or parts of used automobiles presently upon the premises. This I have agreed we will do for you.

If you will advise me immediately upon acceptance by the Board of Supervisors I will immediately give such written notice to the tenants.

di Leonardo, Blake, Kelly, Aguilar & Leal

Justin F. Mitchell

-2-

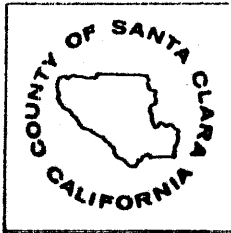
March 25, 1964

If there is anything further I may do to aid in expediting the closing of this transaction and settlement do not hesitate to call upon me.

Yours very truly,

Michael di Leonardo
Michael di Leonardo

MdiL:bcd
Encls.



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES S. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: R. B. Gilmore
Project: Reid-Hillview Airport
Parcel No.: 3511-15-7
Escrow No.: 244862

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

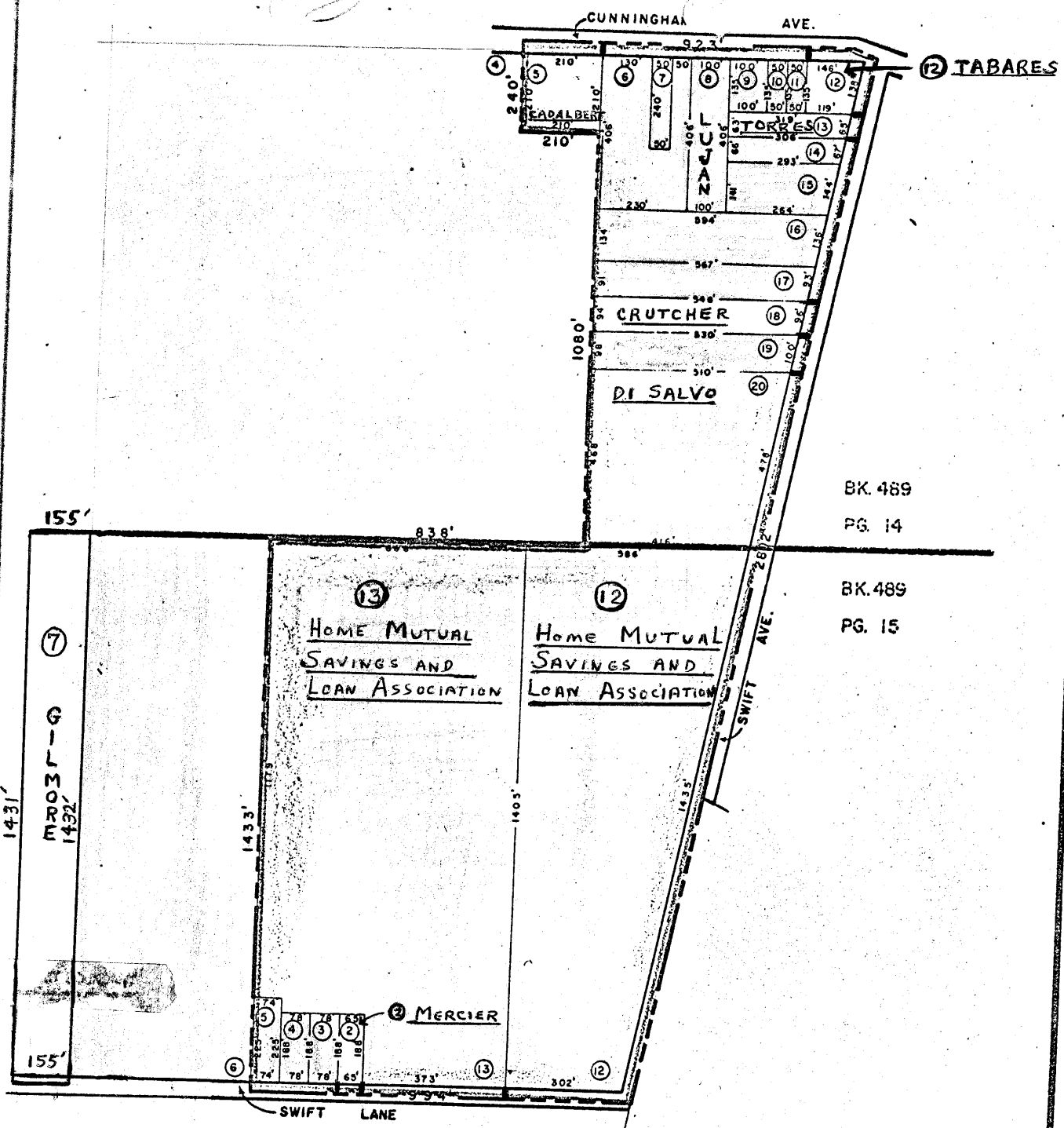
Gentlemen:

This is to advise you that from March 28, 1962² the date of our preliminary report to June 3, 1963 at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. B. Regland, Title Officer



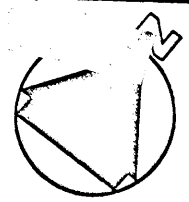
BK. 489

PG. 14

BK. 489

PG. 15

OCTOBER 1



MEMORANDUM

To: E. D. Hodge

From: Francis B. Sullivan

SUBJECT: Reid Hillview Airport
Parcel 3511-15-7
Roy B. Gilmore

Date: October 3, 1963

Attached is a copy of the appraisal report submitted by H. M. Samuelson for this parcel. This report has been reviewed and the value therein appears reasonable.

FBS:o's

cc: GHM

FBS

*George -
assign to Cronin*

Hodge

H. M. SAMUELSON & COMPANY
REAL ESTATE APPRAISERS

2411 FOREST AVENUE • SAN JOSE 28, CALIFORNIA • AXminster 6-6333

September 19, 1963

Mr. Francis B. Sullivan
Senior Right of Way Agent
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Dear Mr. Sullivan:

At your request, I have estimated the market value of 5.09 acres located on Tully Road adjacent to Reid's Airport, owned by Roy B. Gilmore and Pearl M. I. Gilmore.

Reference is made to my report dated March 1, 1963 appraising other properties in the area for the expansion of said Airport. The sales of comparable properties contained therein are useful to the valuation of the Gilmore parcel.

The Gilmore property, by itself, has serious limitations for developing to its highest and best use, residential subdivision, by reason of its narrow width of 155 lineal feet. Although it is deep, meaning 1,432.20 ft. on the Easterly side and 1,431.54 ft. on the Westerly side, it would be necessary to run a street down one side of the property which would leave shallow lots.

This parcel would, no doubt, be more valuable if added to the adjacent piece for subdivision purposes.

The adjoining parcel to the West together with the parcel to the rear of subject sold on November 30, 1962. Grantor was Bertha Hamilton (City Title) and Grantees were the operators of San Jose Speedway, Raymond Leon, Robert Barkhimer, Joseph Sunseri and Joseph Leon. Price was \$85,500 for approximately 11.749 acres or \$7,277 per acre.

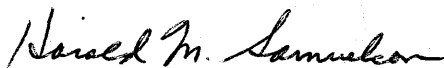
On the basis of this sale and others incorporated in my report of March 1, 1963. I estimate the fair market value of subject property to be \$8,000 per acre or a total of \$40,720.

Improvements on the property consist of an old frame dwelling in very poor condition and some sheds and outbuildings also in very poor condition. No value was given to the improvements as they detract from the highest and best use of the property.

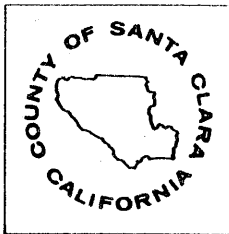
Assessed value of the property for 1962-63 is: Land \$4,590; Improvements, \$2,100; or a total of \$6,690. Taxes for 1962-63 were \$607.54.

Address of the vestee is 939 West Iowa Avenue, Sunnyvale, California.

Very truly yours,



Harold M. Samuelson



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: R. B. Gilmore
Project: Reid-Hillview Airport
Parcel No.: 3511-15-7
Escrow No.: 244862

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from ~~March 28, 1962~~ ^{June 3, 1963} the date of our preliminary report to at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. S. Ragland, Title Officer

Jan. 22 1961

MEMORANDUM

County of Santa Clara

Dept: Counsel.

Date: Jan. 22 1961
To: Justin Mitchell - R/W
From: R. Harmsen
SUBJECT: County v. Gilmore

Attached is letter from D. Leonardo.
Give him a call at your convenience
RPH.

LAW OFFICES
OF

di Leonardo, Blake, Kelly, Aguilar & Leal

P. O. BOX 791

400 SUNNYVALE OFFICE CENTER

CIVIC CENTER

SUNNYVALE, CALIFORNIA

736-3474

MICHAEL DI LEONARDO
ROBERT L. BLAKE
JAMES T. KELLY, JR.
JESS JOSEPH AGUILAR
STANLEY F. LEAL

SAN JOSE OFFICE
TELEPHONE
293-3314

January 21, 1964

Richard S. Harrison
Deputy County Counsel
70 West Hedding Street
San Jose 10, California

Re: County of Santa Clara vs. Gilmore et al
Santa Clara Co. Superior Court No. 152074

Dear Dick:

In connection with the above entitled pending action, I have yet to hear from anyone representing the plaintiff concerning the acquisition of the parcel.

I had anticipated, consistent with our discussions, that an acquisition agent would call upon me.

I shall set the file ahead and wait for such an appointment.

Yours very truly,

Michael di Leonardo
Michael di Leonardo

MdiL:bcd

RECEIVED
JAN 22 1964
COUNTY COUNSEL

MEMORANDUM

To: Richard Harrison, Deputy County Counsel From: E. D. Hodge

SUBJECT: County of Santa Clara vs. Date: December 31, 1963
Roy B. Gilmore, et al
S.C.C. No. 152074
Reid Hillview Airport

Forwarded herewith is Proof of Service in the above referenced action. We are also returning original summons herewith.

For your information, there appears some possibility that we can negotiate a settlement in this matter. If it does not materialize you will be promptly advised.

EDH:JFM:fm



Office of
THE DIRECTOR

FEDERAL HOUSING ADMINISTRATION



100 California Street
San Francisco 11, California

April 26, 1961

In reply please refer to:
V-53B

Mr. Donald E. Koreski
P. O. Box 796
Sunnyvale, California

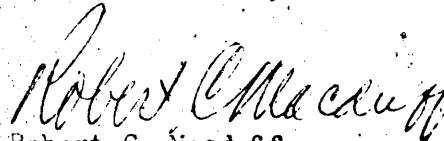
Re: Lands of Cadile
San Jose, California
Santa Clara County

Dear Mr. Koreski:

In accordance with your request for subdivision analysis, we have reviewed the exhibits submitted in connection with the captioned subdivision and have conducted a site inspection.

After careful consideration, it is our conclusion that this site, due to its proximity to the flight activity at Hillview Airport, represents a degree of mortgage risk too great to be eligible for FHA mortgage insurance consideration.

Yours very truly,


Robert C. Macduff
Director

REGENCY REALTY CO.

510 South Murphy Avenue
Sunnyvale, California
REgent 6-4996

DONALD E. KORESKI, Broker

Real Estate - Insurance
Business Opportunities

44
October 25, 1961

Board of Supervisors
Santa Clara County Court House
First & Rosa Streets
San Jose, California

Gentlemen:

A client of mine, one Ben F. Carlile, is the owner of a five acre parcel of land South of and contiguous to the Hillview Airport. Map of which is enclosed.

In view of the fact that you have recently purchased the Hillview Airport, I am asking if you would consider purchasing the above mentioned five acres also?

The reason for this request is because the owner is unable to secure financing to construct single family residences on this property. F. H. A. has refused to assist in this matter. Copy of their letter attached.

In view of the fact that subject property is within the City Limits of San Jose, is zoned R-1 (and the City planning commission has informed me that they have no intention of changing the zoning) financing is not attainable, and my client is paying City Taxes, I feel that Mr. Carlile is suffering a very definite hardship, inso far as he is unable to put this property to any useful purpose.

Thanking you in advance for your consideration of this matter.

Yours truly,

REGENCY REALTY CO.

Donald E. Koreski
Donald E. Koreski

NOV 6 1961

DEK/eal
E_ncl.2

Date _____
APPROVED *JKW*
RE: CE CC PC DPW FLD
NO: _____ ABSTAINS: _____

Copy each Bd Member - HWC - DPW - CC - ~~PC~~ - ~~W~~

MEMORANDUM

To: Richard Harrison, Deputy County Counsel From: E. D. Hodge

SUBJECT: County of Santa Clara vs. Date: December 31, 1963
Roy B. Gilmore, et al
S.C.C. No. 152074
Reid Hillview Airport

in duplicate
Forwarded herewith is Proof of Service in the above referenced action. We are also returning original summons herewith.

For your information, there appears some possibility that we can negotiate a settlement in this matter. If it does not materialize you will be promptly advised.

EDH:JFM:fm

PROOF OF SERVICE

I am and was at the time of the service of the summons
and complaint attached hereto, a citizen of
the United States, over the age of eighteen years, and not a party
to the within entitled action.

I personally served the attached Summons and complaint

on the herein named defendant s, whom deponent knew to be the
person s named in the said documents by
delivering to and leaving with the said defendant s
personally, at the place hereinafter set forth in the State of
California, County of Santa Clara, and at the time set
opposite their respective names, a copy of said summons
attached to a copy of the complaint referred to in said summons.

<u>Name of Defendants Served</u>	<u>Place Where Served</u>	<u>Date of Service</u>
<u>Roy B. Gilmore</u>	<u>Sunnyvale, California</u>	<u>December 30, 1963</u>
<u>Pearl M. L. Gilmore</u>	<u>"</u>	<u>"</u>

I declare under penalty of perjury that the foregoing is
true and correct. Executed on December 31, 1963, at
San Jose, California.

Justin F. Mitchell
Justin F. Mitchell

County of Santa Clara vs.
B. Gilmore, et al.
S.C.C. No. 152074
Reid Hillview Airport

PROOF OF SERVICE

I am and was at the time of the service of the summons
and complaint attached hereto, a citizen of
the United States, over the age of eighteen years, and not a party
to the within entitled action.

I personally served the attached Summons and
complaint
on the herein named defendant S, whom deponent knew to be the
person S named in the said documents by
delivering to and leaving with the said defendant S
personally, at the place hereinafter set forth in the State of
California, County of Santa Clara, and at the time set
opposite their respective names S, a copy of said Summons
attached to a copy of the complaint referred to in said summons.

Name of Defendants Served	Place Where Served	Date of Service
Roy B. Gilmore	Sunnyvale, Calif.	December 30, 1963
Pearl M.L. Gilmore	" "	" "

I declare under penalty of perjury that the foregoing is
true and correct. Executed on December 3, 1963, at S
San Jose, California.

Justin F. Mitchell

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

December 19, 1963

Mr. E. D. Hodge
Chief Right of Way Agent
Department of Public Works
County of Santa Clara
San Jose, California

*Con Mary Off El Cam
MATHILDA, Pasteria & Mary
W. Seaman 3 hrs from El Cam*

Re: County v. Gilmore (Reid-Hillview Airport)
Parcel No. 3511-15-7

Dear Mr. Hodge:

Enclosed is an original summons and two copies of summons, complaint and lis pendens. Kindly have your agent serve the same upon Roy B. Gilmore and Pearl M. Gilmore, 939 West Iowa Avenue, Sunnyvale, and return the original summons and proof of service to me.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *Richard S. Harrison*
Richard S. Harrison
Deputy County Counsel

RSH:cw

encl.

MEMORANDUM

file

To: E. D. Hodge

From: Francis B. Sullivan

SUBJECT: Reid Hillview Airport
Parcel 3511-15-7
Roy B. Gilmore

Date: October 3, 1963

Attached is a copy of the appraisal report submitted by H. M. Samuelson for this parcel. This report has been reviewed and the value therein appears reasonable.

FBS:o's

cc: GHM

Board of Supervisors _____
 County Counsel _____
 Owner _____
 Title Company _____
 Controller _____
 Public Works _____

S. D. No. 4
 Project: Reid Hillview Airport
 Parcel No.: 3511-15-7
 Grantor: Roy B. Gilmore, et ux

AGREEMENT FOR PURCHASE OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and _____

Roy B. Gilmore and Pearl M. L. Gilmore

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of ~~Forty Thousand Eight Hundred Sixty Dollars~~ ~~(\$40,860.00)~~.

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except exception 2 of Title Insurance and Trust preliminary report dated March 28, 1963

and agrees that said deed will be deposited with the _____
 Title Insurance ^{& Trust} Company in escrow account number 244862 not later than 20 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Said escrow costs shall not, however, include usual and customary reconveyance fees, trustee's fees, forwarding fees, or penalty (if any) for payment in full in advance of maturity incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by the Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

11. Lease Warranty

The Owner warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Owner further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Owner's for a period exceeding one month.

12. It is understood and agreed that Owner will serve thirty days written notice to vacate upon tenants now occupying the premises immediately upon approval of this agreement by County. A copy of said written notice will be forwarded to the County.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California this _____ day of _____, 19_____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 25 day of MAR,
19 64.

S/
ROY B. GILMORE

/
PEARL M. L. GILMORE

Owner

Address _____

APPROVED AS TO FORM:

SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

4-5-63

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PORTION OF LOT 64, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Fillmore Tract, hereinabove referred to, at the common corner of Lots 64 and 65, as shown on the Map of said Fillmore Tract; thence along the Southeasterly line of said Fillmore Tract, (said Southeasterly line being in Swift Land), South 50° West 155 feet; thence leaving the Southeasterly line of said Fillmore Tract, and running parallel with the line dividing said Lots 64 and 65, Northwesterly 1431.54 feet, more or less, to the Northwesterly line of said Lot 64; thence along said Northwesterly line North $49^{\circ} 51'$ East 155 feet to the most Northerly corner of said Lot 64; thence along the line dividing said Lots 64 and 65, Southeasterly 1432.20 feet to the point of beginning.

EXHIBIT "A"

EXHIBIT "A"

I.R.S.

Grant Deed Individual

ROY B. GILMORE and PEARL M. L. GILMORE,
his wife

the first part *ies*, hereby GRANT TO the

COUNTY OF SANTA CLARA

the second part *y*, all that real property situated in the

County of Santa Clara, State of California, described as follows:

Above space for Recorder

All that certain real property situate in the City of San Jose,
County of Santa Clara, State of California, described as follows:

PORTION OF LOT 64, as shown upon that certain Map entitled, "Map
of the Subdivision of the Fillmore Tract" which Map was filed
for record in the Office of the Recorder of the County of Santa
Clara, State of California on February 14, 1888 in Book C of
Maps, at page 57, and more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Fillmore
Tract, hereinabove referred to, at the common corner of Lots
64 and 65, as shown on the Map of said Fillmore Tract; thence
along the Southeasterly line of said Fillmore Tract, (said
Southeasterly line being in Swift Land), South 50° West 155
feet; thence leaving the Southeasterly line of said Fillmore
Tract, and running parallel with the line dividing said Lots
64 and 65, Northwesterly 1431.54 feet, more or less, to the
Northwesterly line of said Lot 64; thence along said North-
westerly line North 49° 51' East 155 feet to the most Northerly
corner of said Lot 64; thence along the line dividing said Lots
64 and 65, Southeasterly 1432.20 feet to the point of beginning.

WITNESS

hand

this

25th

day of

March

, 19

65

S/
ROY B. GILMORE

S/
PEARL M. L. GILMORE

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this _____ day of _____, 19 _____, before me,

a Notary Public in and for said County and State, personally appeared

be the person whose name

subscribed to the foregoing instrument, and acknowledged to me that

known to me to
executed the same.

Notary Public

RESOLUTION TO CONDEMN

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it hereby finds, determines and declares that the public interest, convenience and necessity require the acquisition by said County of the property hereinafter described for the establishment and maintenance thereon of public buildings and grounds to be used by said County for airport purposes.

IT IS HEREBY DETERMINED that the land hereinafter described is required and necessary for the public uses above set out.

BE IT FURTHER RESOLVED that it is necessary to acquire title to all of said land in fee simple absolute for the public uses and purposes above set out, and that said land should be acquired by proceedings in eminent domain in accordance with the appropriate provisions of the Code of Civil Procedure of the State of California relating thereto.

BE IT FURTHER RESOLVED by the Board of Supervisors that the County Counsel of said County of Santa Clara, State of California, be, and he is hereby, authorized and directed to institute, maintain and prosecute in the name of the County of Santa Clara proceedings in the Superior Court of the State of California, in and for the County of Santa Clara, for the condemnation of said real property hereinafter described for the uses and purposes hereinabove set out, and to take all steps which may be necessary or proper to be taken for the condemnation thereof.

That said land is more particularly described as follows:

"All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

"PORTION OF LOT 64, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

"BEGINNING at a point on the Southeasterly line of Fillmore Tract, hereinabove referred to, at the common corner of Lots 64 and 65, as shown on the Map of said Fillmore Tract; thence along the Southeasterly line of said Fillmore Tract, (said Southeasterly line being in Swift Land), South 50° West 155 feet; thence leaving the Southeasterly line of said Fillmore Tract, and running parallel with the line dividing said Lots 64 and 65, Northwesterly 1431.54 feet, more or less, to the Northwesterly line of said Lot 64; thence along said Northwesterly line North 49° 51' East 155 feet to the most Northerly corner of said Lot 64; thence along the line dividing said Lots 64 and 65, Southeasterly 1432.20 feet to the point of beginning.

"CONTAINING APPROXIMATELY 5.09 acres of land.

BE IT FURTHER RESOLVED that the land hereinabove described is selected and located in the manner which will be most compatible with the greatest public good and the least private injury, and that said land hereinabove described is, in the opinion of this Board, that which is best adapted for the public uses and purposes hereinabove set out.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _____, 1963, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

ARCH MACDONALD
CLAYTON W. BRUNSELL
WILLIAM WALTERS

LAW OFFICES
MACDONALD, BRUNSELL & WALTERS
FINANCIAL CENTER BUILDING
OAKLAND 12, CALIFORNIA
TELEPHONE TEMPLEBAR 6-1866

July 10, 1963

Mr. Thomas McCready
Right of Way Agent
Department of Public Works
County of Santa Clara
20 West Rosa Street
San Jose 10, California

Re: Swift Lane Property for Proposed
Hillview Airport

Dear Mr. McCready:

Enclosed herewith please find City Title Insurance Company's Preliminary Title Report No. 174377 in connection with the County's proposed acquisition.

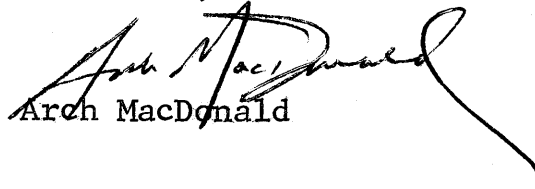
The proposed conveyance to the County will be made free and clear of all encumbrances except Items 5, 6, 7 and 8 as shown on the Preliminary Report. Real property taxes will be prorated as of the date of closing. Revenue stamps will be affixed by seller and premium of title insurance is to be paid by purchaser.

As we have discussed verbally, any condemnation suit should name Guardian Capital Company, a corporation, and I would appreciate this suit being separate from the condemnation action filed relating to other properties.

As I mentioned to you, it is possible to close this deal out promptly on the basis of \$8,500.00 per acre. This figure contemplates a cash transaction to be completed prior to August 1, 1963.

Very truly yours,

MACDONALD, BRUNSELL & WALTERS


Arch Macdonald

AMacD:t
cc: Don Stinson



CITY TITLE INSURANCE COMPANY

San Jose Office West San Jose Office Sunnyvale Office Los Altos Office Palo Alto Office
76 North First St. 1687 W. San Carlos 211 So. Frances Ave. 171 Main St. 116 University Ave.
CYpress 3-7315 CYpress 7-3986 REgent 6-5423 WHitediff 8-6676 DAvenport 6-0880

PRELIMINARY REPORT
NO LIABILITY HEREUNDER

PLEASE REFER TO:

Office..... San Jose
Office No..... 174377/AJC
Application No.....

CITY TITLE INSURANCE COMPANY, a corporation, hereby reports that title to the land hereinafter described is on June 27, 1963 at 8:00 a. m. vested in:

GUARDIAN CAPITAL COMPANY, a corporation

SUBJECT TO:

1. Taxes for the fiscal year 1963-64 a lien not yet due or payable, including personal property taxes, if any.

2. Taxes for the fiscal year 1962-63 a lien, as follows:
1st Installment \$525.00 DELINQUENT plus 6% penalty
2nd Installment \$525.00 DELINQUENT plus penalty and \$3.00 Cost
Bill No. 489-15-012 - Code Area 40-381 (Affects Parcel 2)

1st Installment \$731.39 DELINQUENT plus 6% penalty
2nd Installment \$731.39 DELINQUENT plus penalty and \$3.00 Cost
Bill No. 489-15-013 - Code Area 40-381 (Affects Parcel 1)

3. Sale to the State of California on June 29, 1962 for non-payment of Delinquent Taxes for the fiscal year 1961-62. Sale No. 36091. Amount necessary to redeem if paid on or before July 31, 1963 is \$1,051.16. (Affects Parcel 2)

4. Sale to the State of California on June 29, 1962 for non-payment of Delinquent Taxes for the fiscal year 1961-62. Sale No. 36092. Amount necessary to redeem if paid on or before July 31, 1963 is \$2,290.09. (Affects Parcel 1)

5. Right of the Public to use as a roadway so much of the premises as lies with in the limits of Swift Lane.

6. Right of Way for a single line of towers for the transmission of electrical energy, as granted by Mary Jones, et vir, to Pacific Gas and Electric Company, a corporation, by instrument recorded November 14, 1927 in Book 358 of Official Records, page 317.

Said Right of Way is described as follows:

Beginning at a point in the Northwesterly line of Lot 69, hereinafter described, from which a 2" x 3" stake marking the intersection of the Northwesterly boundary line of said Lot 69 with the Southwesterly boundary line of Swift Avenue bears North 49° 47'

East 88.0 feet distant; and running thence South 39° 20' East 355.8 feet; thence South 35° 33 1/2' East 620.0 feet, more or less, to a point on the Northeasterly boundary line of said Lot 69. (Affects Parcel 2)

7. Right of Way for crossarms and wires, as granted by Glen Mercier, et ux, to Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporations, by instrument recorded October 23, 1946 in Book 1384 of Official Records, page 272.

Said Right of Way is described as follows:

(A) A strip of land of the uniform width of 4 feet lying contiguous to and Southwesterly of the Northeasterly boundary line of Lot 69, and extending from the Northwesterly boundary line of Lot 69 Southeasterly 630 feet, as said Lot is delineated and so designated upon that certain Map of Fillmore Tract, recorded in Book "C" of Maps, at page 57.

(B) A strip of land of the uniform width of 10 feet extending from the Northeasterly boundary line of said Lot 69 Southeasterly to the Northwesterly boundary line of the County Road known as Swift Avenue extending along the Southeasterly boundary line of said Lot 69, and lying equally on each side of that certain line which begins at a point in the Northwesterly boundary line of said Swift Avenue, distant thereon 25.5 feet Southwesterly from the intersection thereof, with the Northeasterly boundary line of said Lot 69, and runs thence North 20° 07' West 170 feet, more or less, to a point in the Northeasterly boundary line of said Lot 69.

Said instrument contains the following statement: "No poles are to be erected thereunder". (Affects Parcel 2)

8. Official Plan Line 15.00 feet Northerly of the present line of Swift Lane (50.0 feet wide), as shown upon Official Plan Line Map of Tully Road and Swift Lane, filed for record on September 18, 1952 in Book 2 of Plan Lines, at pages 4 and 5.

DESCRIPTION:

That certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

ALL OF LOTS 68 and 69, and portion of Lots 60 and 67, as shown upon that certain Map entitled, "MAP OF THE SUBDIVISION OF THE FILLMORE TRACT", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane at the Easternmost corner of that certain parcel of land described in the Deed from Cien Mercier, et ux, to Arthur L. Wickersham, et ux, dated January 13, 1949 and recorded January 21, 1949 in Book 1735 of Official Records, page 286, Santa Clara County Records; running thence N. 50° E. along the said center line of Swift Lane, 698.65 feet to the Easternmost corner of Lot 69, as said Lot is shown upon the Map above referred to; running thence N. 28° 44' W. along the Northwesterly line of said Lot 69 for a distance of 1464.54 feet to the Northernmost corner thereof; running thence S. 49° 51' W. along the Northwesterly line of Lots 69, 68, 67 and 66 of said Sub-division, 1282.19 feet to the Northernmost corner of that certain 5.00 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942 and recorded February 16, 1942 in Book 1084 of Official Records, page 133, Santa Clara County Records; thence running S. 40° 09' E. along the Northeastery line of the said 5.00 acre tract, 1178.58 feet to the Westernmost corner of that certain parcel of land described in the Deed from Cien Mercier, et ux, to William R. Carroll, et ux, dated August 20, 1947 and recorded August 29, 1947 in Book 1500 of Official Records, page 568, Santa Clara County Records; running thence N. 50° E. along the Northwesterly line of the land so described in the Deed to said Carroll, et ux, 74.07 feet to the Northernmost corner thereof; running thence S. 40° 09' E. along the Northeastery line of the land so described in the Deed to said Carroll, et ux, 37.16 feet to the intersection thereof with the prolongation Southwesterly of the Northwesterly line of the land so described in the Deed to said Wickersham, et ux; running thence N. 50° E. along said prolonged line and along the Northwesterly line of the land so described in the Deed to said Wickersham, 217.42 feet to the Northernmost corner thereof; running thence S. 40° 09' E. along the Northeastery line of the land so described in the Deed to said Wickersham, 217.32 feet to the point of beginning.

EXCEPTING THEREFROM that portion as granted by City Title Insurance Company, a California corporation, to Pioneer Investors Savings and Loan Association, a corporation, by Deed dated February 17, 1961 and recorded February 20, 1961 in Book 5078 of Official Records, page 198, and more particularly described as follows:

ALL OF LOT 69 and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book "C" of Maps, page 57.

(Continued)

PARCEL TWO:

ALL OF LOT 69, and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book "C" of Maps, page 57.

J. F. Debie

Title Examiner

By

John F. Debie

CITY TITLE INSURANCE COMPANY

This report does not include an examination of, and the policy of title insurance in the usual form will not insure against loss by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens, or encumbrances which are not shown by the public records.
2. Rights or claims of persons in possession of said land which are not shown by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to waters.
5. Any laws, government acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

"TAXING AGENCY" when used herein means the State and each County, City or District in which the land or some part thereof is situated, that levies taxes or assessments on real property.

"PUBLIC RECORDS" when used herein means those public records which, under the recording laws, impart constructive notice of matters relating to said land.

JFD/jc

3 of Applicant
 2 of Buyer
 2 of Title
 SD No. 174377

CITY TITLE INSURANCE COMPANY

HOME OFFICE

214 VAN NESS AVENUE
UNDERHILL 3-3080
SAN FRANCISCO, 2

BRANCH OFFICES

CITY AND COUNTY
OF SAN FRANCISCO

CITY TITLE INSURANCE COMPANY

160 SUTTER STREET, SAN FRANCISCO
EXBROOK 2-2142

2329 IRVING STREET, SAN FRANCISCO
LOMBARD 6-8088

4955 MISSION STREET, SAN FRANCISCO
DELAWARE 3-6900

SAN MATEO COUNTY

CITY TITLE INSURANCE COMPANY

601 HAMILTON STREET, REDWOOD CITY
EMERSON 9-4121

220 E. FIFTH AVENUE, SAN MATEO
DIAMOND 2-3261

495 SAN BRUNO AVE. WEST, SAN BRUNO
JUNO 3-1913

1471 BURLINGAME AVE., BURLINGAME
DIAMOND 2-9543

SANTA CLARA COUNTY

CITY TITLE INSURANCE COMPANY

76 NORTH FIRST STREET, SAN JOSE
CYPRESS 8-4242

1687 W. SAN CARLOS STREET, SAN JOSE
CYPRESS 8-5151

171 MAIN STREET, LOS ALTOS
WHITECLIFF 8-6676

211 So. FRANCES AVENUE, SUNNYSVALE
REGENT 6-5423

116 UNIVERSITY AVENUE, PALO ALTO
DAVENPORT 6-0880

460 So. CALIFORNIA AVENUE, So. PALO ALTO
326-4262

192 SARATOGA AVENUE, LOS GATOS
354-8410

PRELIMINARY REPORT

FOR A

POLICY OF TITLE INSURANCE

TO BE ISSUED BY

CITY TITLE INSURANCE COMPANY

FOUNDED 1898



COUNTY ENGINEER

RECEIVED
DEPT. OF PUBLIC WORKS
JUL 11 1963

CITY TITLE INSURANCE COMPANY

ASSOCIATED COMPANIES

EL DORADO COUNTY

TAHOE TITLE GUARANTY COMPANY
532 MAIN STREET, PLACERVILLE
BIYOU, LAKE TAHOE

FRESNO COUNTY

HOME TITLE COMPANY
2032 MARIPOSA STREET, FRESNO

LAKE COUNTY

LAKEPORT TITLE GUARANTY COMPANY
350 No. MAIN STREET, LAKEPORT

MARIN COUNTY

MARIN TITLE GUARANTY COMPANY
1300 FOURTH STREET, SAN RAFAEL

MENDOCINO COUNTY

REDWOOD EMPIRE TITLE COMPANY
OF MENDOCINO COUNTY
201 NORTH STATE STREET, UKIAH

PLACER COUNTY

TAHOE TITLE GUARANTY COMPANY
1385 LINCOLN WAY, AUBURN

SOLANO COUNTY

TITLE GUARANTY CO. OF SOLANO COUNTY
2524 SONOMA BLVD, VALLEJO

SONOMA COUNTY

REDWOOD EMPIRE TITLE COMPANY
801 VILLAGE COURT, SANTA ROSA
5 PETALUMA BLVD. NORTH, PETALUMA

STANISLAUS COUNTY

INTER-VALLEY TITLE COMPANY
1315 J STREET, MODESTO

SUTTER COUNTY

FEATHER RIVER TITLE GUARANTY COMPANY
646 PLUMAS STREET, YUBA CITY

YUBA COUNTY

FEATHER RIVER TITLE GUARANTY COMPANY
313 FIFTH STREET, MARYSVILLE

NEVADA

TAHOE TITLE GUARANTY COMPANY
OF NEVADA
618 So. CENTER STREET, RENO

JBE

EDH

we never authorized the figure because we were not asked. we were willing. A PROBLEM IS SKOWING HERE. THERE MUST BE MUTUAL RESPECT & CONSULTATION

A

To: Spencer Williams
From: Dick Harrison
Date: November 6, 1963
Re: Agreement in settlement and compromise of condemnation litigation (Guardian Capital Company parcel - Reid Hillview Airport)

Enclosed is the original of an agreement in settlement of condemnation litigation, whereby the County agrees to purchase 34.70 acres of land from the Guardian Capital Company, for expansion of the Reid Hillview Airport.

Guardian Capital Company is one of the Arch MacDonald-Branden companies, and they have asked that the escrow close by November 15, 1963. Perhaps you could present the agreement to the Board at its November 12th meeting.

The agreed price is \$8,500/acre for 34.70 acres, or a total purchase price of \$294,950. That acreage price was under study by the Department of Public Works for several weeks to see if the sales in the area justified the price, and they subsequently authorized me to offer this sum, which was acceptable to the sellers.

This parcel is the largest single parcel being acquired for the airport expansion and is an important one to acquire since the "exposure risk" is high with this large an acreage.

It should be noted that we have several other parcels to acquire in the immediate area for which we are not offering the same price, as they are inferior parcels. So as not to make the negotiations on these other parcels more difficult, it might be advisable to minimize any publicity given to this acquisition.

R.S.H.

RSH/go:

cc: Don Hodge
Public Works ✓

AGREEMENT IN SETTLEMENT
AND COMPROMISE OF LITIGATION

This agreement is entered this _____ day of _____, 1963, by and between the COUNTY OF SANTA CLARA of the State of California, (hereinafter referred to as "Buyer") and GUARDIAN CAPITAL COMPANY, a corporation, (hereinafter referred to as "Seller") and is based upon the following circumstances:

WHEREAS, the Buyer has heretofore commenced proceedings to condemn for public use the hereinafter described land owned by Seller; and

WHEREAS, Buyer and Seller have reached agreement as to a final settlement in compromise of said litigation and do desire to express such settlement and compromise in writing;

NOW, THEREFORE, it is agreed as follows:

1. Buyer agrees to buy and Seller agrees to sell all that real property described on Exhibit "A" which is attached hereto and incorporated by reference.

2. The agreed price for said land is Two Hundred Ninety Four Thousand Nine Hundred Fifty Dollars (\$294,950.00) in full and final settlement of all claims for land value and severance damages. This agreement assumes said property to contain 34.70 acres.

3. The Seller agrees to convey said land to Buyer free and clear of all taxes, liens, encumbrances or defects of title, excepting only items numbered 5, 6, 7, and 8 as shown upon the preliminary title report issued by City Title Insurance Company on June 27, 1963, under San Jose number 174377. The lien of real property taxes for the fiscal year 1963-64 will be prorated as of the date of close of escrow.

4. Upon the execution of this agreement by both parties Seller will deposit in escrow with City Title Insurance Company, San Jose, a grant deed conveying title to Buyer in accordance with paragraph 3.

Buyer will deposit the purchase price in escrow with instructions to pay the same to Seller only after having issued a policy of title insurance insuring title to be in Buyer in accordance with paragraph 3 herein.

5. The cost of revenue stamps on the deed will be paid by Seller and Buyer will pay the cost of title insurance.

6. This agreement shall be binding on the successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

COUNTY OF SANTA CLARA
of the State of California

GUARDIAN CAPITAL COMPANY,
a corporation

By _____
Chairman, Board of Supervisors

By A. L. Branden

By A. B. Stinson

STATE OF CALIFORNIA)
 Alameda) ss.
COUNTY OF SANTA CLARA)

On this 5th day of November, 1963, before me, ADA C. TAYLOR, a Notary Public in and for said County of Santa Clara, personally appeared A. L. Branden, and A. B. Stinson, known to me to be the President, and Secretary of Guardian Capital Company, the corporation that executed the foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Ada C. Taylor
Notary Public in and for the County
of Santa Clara, State of California
My commission expires: Nov 12, 1964

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PARCEL ONE

ALL OF LOT 69, and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book "C" of Maps, page 57.

PARCEL TWO

ALL OF LOTS 68 and 69, and portion of Lots 66 and 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "c" of Maps, page 57 and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane at the Easternmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to Arthur L. Wickersham, et ux, dated January 13, 1949 and recorded January 21, 1949 in Book 1735 of Official Records, page 286, Santa Clara County Records; running thence North 50° East along the said center line of Swift Lane, 698.65 feet to the Easternmost corner of Lot 69, as said Lot is shown upon the Map above referred to; running thence North $28^{\circ} 44'$ West along the Northeasterly line of said Lot 69 for a distance of 1464.54 feet to the Northernmost corner thereof; running thence South $49^{\circ} 51'$ West along the Northwesternly line of Lots 69, 68, 67 and 66 of said Subdivision 1282.19 feet to the Northernmost corner of that certain 5.00 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942 and recorded February 16, 1942 in Book 1084 of Official Records, page 138, Santa Clara County Records; thence running South $40^{\circ} 09'$ East along the Northeasterly line of the said 5.00 acre tract, 1178.58 feet to the Westernmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to William R. Carroll, et ux, dated August 20, 1947 and recorded August 29, 1947 in Book 1500 Official Records, page 568, Santa Clara County Records; running thence North 50° East along the Northwesternly line of the land so described in the Deed to said Carroll, et ux, 74.07 feet to the Northernmost corner thereof; running thence South $40^{\circ} 09'$ East along the Northeasterly line of

the land so described in the Deed to said Carroll, et ux, 37.16 feet to the intersection thereof with the prolongation Southwesterly of the Northwesterly line of the land so described in the Deed to said Wickersham, et ux; running thence North 50° East along said prolonged line and along the Northwesterly line of the land so described in the Deed to said Wickersham, 217.42 feet to the Northernmost corner thereof; running thence South 40° 09' East along the Northeasterly line of the land so described in the Deed to said Wickersham, 217.52 feet to the point of beginning.

EXCEPTING THEREFROM that portion as granted by City Title Insurance Company, a California corporation, to Pioneer Investors Savings and Loan Association, a corporation, by Deed dated February 17, 1961 and recorded February 20, 1961 in Book 5078 Official Records, page 198, and more particularly described as follows:

ALL OF LOT 69, and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

SUPPLEMENTAL REPORT

Department of Public Works
20 West Hedding Street
San Jose 10, California

Attn: E. D. Hodge, Chief R/W Agent

Fee: \$15.00

IMPORTANT
When replying refer to
Our No. 240596

Your No. Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of June 3, 1963

at 7:30 a.m.

B. M. BLANCHARD

Title Officer

Vestee:

WM. J. CRUTCHER and FLORENCE O. CRUTCHER,
his wife, as joint tenants

Exceptions:

1. Taxes for the fiscal year 1963-64, now a lien, but not yet due or payable, including personal property tax, if any.
2. Right of the public to use as a roadway so much of the premises as lies within the boundary line over Swift Avenue as shown on the Map herein referred to.
3. Easement for road purposes over any portion of the premises hereinafter described lying within the limites of Swift Avenue.
4. Tower and electric transmission line easement as granted in the Deed from Manuel C. Silva and Mary Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, dated November 17, 1927 and recorded November 30, 1927 in Book 344 of Official Records, page 228, said towers shall be located along a line described as follows:

BEGINNING at a point on the Southeasterly boundary line of Lot 39, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in Book "C" of Maps, at page 57, records of Santa Clara County, California (marked by a fence now upon the ground), from which a 2" x 3" stake marking the intersection of the Southeasterly boundary line of Lot 40 with the Southwesterly boundary line of Swift Avenue, as shown upon said Map, bears North 49° 47' East 88.0 feet distant; and running thence North 39° 20' West 800.00 feet, more or less, to a point in the Northeasterly boundary line of said Lot 39.

5. Tower and electric transmission line easement as granted in the

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

Deed from John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, dated December 20, 1932 and recorded February 11, 1933 in Book 638 of Official Records, page 360, said towers shall be located along a line described as follows:

BEGINNING at a point on the Northwesterly boundary line of Lot 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record in Book C of Maps, page 57, records of Santa Clara County, California (said boundary line being marked by the center line of Cunningham Avenue), from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (said intersection being marked by the intersection of fences now upon the ground), bears South $7^{\circ} 39'$ East 35.7 feet distant, and running thence South $39^{\circ} 20'$ East 1300 feet, more or less to a point in the Southwesterly boundary line of said Lot 40.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose, as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1962-63, have been paid. Assessment Number 489-14-18. Code Number 40-377.

First installment \$41.05

Second installment \$41.05

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63, as follows:

Assessed value real estate	\$760.00
Assessed value improvement	\$100.00
Assessed value personal property	NONE

The address of the above vestees as disclosed by the return address endorsed on the acquisition deed hereinafter referred to, is 2390 Madden Avenue, San Jose, California.

Note 4: The above vestees acquired title to premises by Deed from Henry R. Rothman and Mollie Rothman, his wife, dated April 22, 1963 and recorded May 9, 1963 in Book 6017 Official Records, page 92, Recorder's Serial Number 2399848, and to which Deed there were affixed Revenue Stamps in the sum of \$11.55.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

WGR/ad

•6 copies to Department of Public Works

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South $28^{\circ} 44'$ East 96.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South $49^{\circ} 51'$ West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North $49^{\circ} 51'$ East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

mp
16

CUNNINGHAM
AVE

SUIJT

S 28°44'E 66.39'

TO CENTER LINE

AVE

S 28°44'E
96.11'

N 49° 51' E
579.05'

S 60° 43'

S 49° 51' W

1.17 ACRES

20'

N 43° 09' W
942.1'

PTN LOTS 39 & 40 FILLMORE TR
C/57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

5988
240596
mp
1/6

CUNNINGHAM AVE

SWIFT
S 28° 24' E 163.39' TO CENTER LINE

AVE

Lot 39

Lot 40

Fillmore Tract

no blags, strucs, drilling etc.

S 28° 24' E 94.17'

N 49° 51' E 519.09'

S 49° 51' E 519.09'

1.17 ACRES

N 94° 21' E 94.21' N 40° 09' W

PTN LOTS 39 & 40 FILLMORE TR C/57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

Fee: \$15.00

IMPORTANT

When replying refer to

Our No. 240596

SUPPLEMENTAL REPORT

.Department of Public Works
.20 West Hedding Street
.San Jose 10, California

Your No. Hillview Airport

Attn: E. D. Hodge, Chief R/W Agent

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of June 3, 1963

at 7:30 a.m.

Bm Blanchard

B. M. BLANCHARD

Title Officer

Vestee:

WM. J. CRUTCHER and FLORENCE O. CRUTCHER,
his wife, as joint tenants

Exceptions:

1. Taxes for the fiscal year 1963-64, now a lien, but not yet due or payable, including personal property tax, if any.
2. Right of the public to use as a roadway so much of the premises as lies within the boundary line over Swift Avenue as shown on the Map herein referred to.
3. Easement for road purposes over any portion of the premises hereinafter described lying within the limites of Swift Avenue.
4. Tower and electric transmission line easement as granted in the Deed from Manuel C. Silva and Mary Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, dated November 17, 1927 and recorded November 30, 1927 in Book 344 of Official Records, page 228, said towers shall be located along a line described as follows:

BEGINNING at a point on the Southeasterly boundary line of Lot 39, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in Book "C" of Maps, at page 57, records of Santa Clara County, California (marked by a fence now upon the ground), from which a 2" x 3" stake marking the intersection of the Southeasterly boundary line of Lot 40 with the Southwesterly boundary line of Swift Avenue, as shown upon said Map, bears North 49° 47' East 88.0 feet distant; and running thence North 39° 20' West 800.00 feet, more or less, to a point in the Northeasterly boundary line of said Lot 39.

5. Tower and electric transmission line easement as granted in the

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

Deed from John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, dated December 20, 1932 and recorded February 11, 1933 in Book 638 of Official Records, page 360, said towers shall be located along a line described as follows:

BEGINNING at a point on the Northwesterly boundary line of Lot 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record in Book C of Maps, page 57, records of Santa Clara County, California (said boundary line being marked by the center line of Cunningham Avenue), from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (said intersection being marked by the intersection of fences now upon the ground), bears South $7^{\circ} 39'$ East 35.7 feet distant, and running thence South $39^{\circ} 20'$ East 1300 feet, more or less to a point in the Southwesterly boundary line of said Lot 40.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose, as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1962-63, have been paid. Assessment Number 489-14-18. Code Number 40-377.

First installment \$41.05

Second installment \$41.05

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63, as follows:

Assessed value real estate	\$760.00
Assessed value improvement	\$100.00
Assessed value personal property	NONE

The address of the above vestees as disclosed by the return address endorsed on the acquisition deed hereinafter referred to, is 2390 Madden Avenue, San Jose, California.

Note 4: The above vestees acquired title to premises by Deed from Henry R. Rothman and Mollie Rothman, his wife, dated April 22, 1963 and recorded May 9, 1963 in Book 6017 Official Records, page 92, Recorder's Serial Number 2399848, and to which Deed there were affixed Revenue Stamps in the sum of \$11.55.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

WGR/ad

6 copies to Department of Public Works

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South 28° 44' East 96.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South 49° 51' West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North 40° 09' West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North 49° 51' East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

5988
240596
m/p

CUNNINGHAM
AVE

SUIJET

S 28°44'E 663.89 TO CEJTEZ LAJE

AVE

S 28°44'E
916.11

N 49° 51' E
579.05

S 49° 51' W
510.43

1.17 ACRES

N 43° 09' W
942.1

PTN. LOTS 39 & 40 FILLMORE TR
C/57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 N. FIRST STREET TELEPHONE CYPRESS 2-4212
SAN JOSE 13, CALIFORNIA

DATE OCT. 29, 1962

APPLICATION NO. 240593

ESCROW OFFICER RPF:DW

CITY OF SAN JOSE
DEPARTMENT OF PUBLIC WORKS
20 WEST ROSA STREET
SAN JOSE, CALIF.

AMT. ENCLOSED \$ _____

PLEASE ENCLOSE THIS STUB WITH YOUR REMITTANCE

HOME MUTUAL SAVINGS AND LOAN ASS'N, LOTS 67, 68, 69 FILLMORE TRACT

REPORT

COPY TO SHAW-WALKER
10/31/62
CALL OF MORTGAGE NOTICE
SECTION 110

\$52.50

- REPORTS • L LITIGATION
- N NAME RUN
- P PRELIMINARY
- C CHATTEL MORTGAGE
- F FORECLOSURE



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

November 2, 1962

IMPORTANT

When replying refer to
Our No. **240593**

- Department of Public Works
- 20 West Rosa Street
- San Jose, California

Hillview Airport

Your No.

Fee: \$52.50

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962

at 7:30 a.m.

B.M. BLANCHARD

Title Officer

Vestee: **HOME MUTUAL SAVINGS AND LOAN ASSOCIATION,**
a corporation

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Sale to the State of California on June 29, 1962 on account of non-payment of both installments of County and City Taxes for the fiscal year 1961-62. Assessment Number 489-15-12. Code Number 43-81. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$482.79. (Affects Parcel 1)
- Third:** Sale to the State of California on June 29, 1962 on account of non-payment of both installments of County and City Taxes for the fiscal year 1961-62. Assessment Number 489-15-13. Code Number 43-81. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$671.61. (Affects Parcel 2)
- Fourth:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Lane and Swift Avenue.
- Fifth:** Easement for electrical transmission line (and for telegraph and telephone line connected therewith) across Lot 69 herein described, granted to Pacific Gas and Electric Company, a corporation, by instrument dated November 3, 1927 and recorded November 14, 1927 in Book 358 Official Records, page 317, said line to be constructed on towers along a line which crosses said lot as follows:

Beginning at a point in the Northwesterly boundary line of said

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

Lot 69 (marked by a fence now upon the ground) from which a 2" x 3" stake marking the intersection of the Northwesterly boundary line of said Lot 69 with the Southwesterly boundary line of Swift Avenue, bears North 49° 47' East 88 feet distant and running thence South 39° 20' East 355.8 feet; thence South 35° 33 1/2' East 620 feet, more or less, to a point in the Northeasterly boundary line of said Lot 69. (Affects Parcel 1)

Sixth: Right to suspend, maintain and use such wires and crossarms as second parties shall from time to time in its discretion deem to be reasonably required for transmitting, distributing by Pacific Gas of Electric energy and for rendering by Pacific Telephone of Telephone and Telegraph Service, respectively, together with a right of way therefor, over, and across those certain strips of land situate in the County of Santa Clara, State of California, which are described as follows:

1. A strip of land of the uniform width of 4 feet lying contiguous to and Southwesterly of the Northeasterly boundary line of Lot 69 and extending from the Northwesterly boundary line of Lot 69, Southeasterly 630 feet, as said Lot is delineated and so designated upon that certain Map of Fillmore Tract, recorded in Book C of Maps, page 57, records of said Santa Clara County.
2. A strip of land of the uniform width of 10 feet extending from the Northeasterly boundary line of said Lot 69 Southeasterly to the Northwesterly boundary line of the County Road known as Swift Avenue, extending along the Southeasterly boundary line of said Lot 69, and lying equally on each side of that certain line which begins at a point in the Northwesterly boundary line of said Swift Avenue, distant thereon 25.5 feet Southwesterly from the intersection thereof with the Northeasterly boundary line of said Lot 69, and runs thence North 20° 07' West 170 feet, more or less, to a point in the Northeasterly boundary line of said Lot 69. No Poles are to be erected hereunder, (Affects Parcel 1)

as granted to Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporations, by instrument dated August 22, 1946 and recorded October 23, 1946 in Book 1384 Official Records, page 272.

Note 1: The effect of the Map filed in the office of the County Recorder of Santa Clara, on September 18, 1952 in Book 2 of Official Plan Lines, pages 4 and 5 under City Ordinance No. 84 whereon a building line is shown 15 feet Northwesterly of the existing Northwesterly line of Swift Lane, 50 feet wide.

Note 2: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 3: The above Vestee acquired title to premises by virtue of the following:

(a) Deed from Guardian Capital Company, a corporation, to Home Mutual Savings and Loan Association, a corporation, dated December 19, 1961 and recorded December 21, 1961 in Book 5407 Official Records, page 665, (Recorder's Serial Number 2113123), and to which Deed no Revenue Stamps were affixed thereto. (Affects Parcel 1)

(b) Deed from City Title Insurance Company, a corporation, to Home Mutual Savings and Loan Association, a corporation, dated December 19, 1961 and recorded December 21, 1961 in Book 5407 Official Records, page 666, (Recorder's Serial Number 2113124), and to which Deed there were affixed Revenue Stamps in the sum of \$26.80. (Affects Parcel 2)

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63 are as follows:

Assessment Number 489-15-12. Code Number 43-81. (Affects Parcel 1)

Assessed value Real Estate	\$10,150.00
Assessed value Improvement	NONE
Assessed value Personal Property	NONE

Assessment Number 489-15-13. Code Number 43-81. (Affects Parcel 2)

Assessed value Real Estate	\$14,140.00
Assessed value Improvement	NONE
Assessed value Personal Property	NONE

The Address of the above Vestee as disclosed by the County Tax Rolls for the fiscal year 1962-63 is Home Mutual Savings & Loan Association, P. O. Box 850, San Jose, California.

24,190

DESCRIPTION

For Description of the real property referred to herein,
see EXHIBIT A, attached hereto and made a part hereof.

RPF:ko

5 copies to Department of Public Works - Attn: Mr. Besson

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PARCEL ONE

ALL OF LOT 69, and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book "C" of Maps, page 57.

PARCEL TWO

ALL OF LOTS 68 and 69, and portion of Lots 66 and 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "c" of Maps, page 57 and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane at the Easternmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to Arthur L. Wickersham, et ux, dated January 13, 1949 and recorded January 21, 1949 in Book 1735 of Official Records, page 286, Santa Clara County Records; running thence North 50° East along the said center line of Swift Lane, 698.65 feet to the Easternmost corner of Lot 69, as said Lot is shown upon the Map above referred to; running thence North $28^{\circ} 44'$ West along the Northeasterly line of said Lot 69 for a distance of 1464.54 feet to the Northernmost corner thereof; running thence South $49^{\circ} 51'$ West along the Northwestern line of Lots 69, 68, 67 and 66 of said Subdivision 1282.19 feet to the Northernmost corner of that certain 5.00 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942 and recorded February 16, 1942 in Book 1084 of Official Records, page 138, Santa Clara County Records; thence running South $40^{\circ} 09'$ East along the Northeasterly line of the said 5.00 acre tract, 1178.58 feet to the Westernmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to William R. Carroll, et ux, dated August 20, 1947 and recorded August 29, 1947 in Book 1500 Official Records, page 568, Santa Clara County Records; running thence North 50° East along the Northwestern line of the land so described in the Deed to said Carroll, et ux, 74.07 feet to the Northernmost corner thereof; running thence South $40^{\circ} 09'$ East along the Northeasterly line of

the land so described in the Deed to said Carroll, et ux, 37.16 feet to the intersection thereof with the prolongation Southwesterly of the Northwesterly line of the land so described in the Deed to said Wickersham, et ux; running thence North 50° East along said prolonged line and along the Northwesterly line of the land so described in the Deed to said Wickersham, 217.42 feet to the Northernmost corner thereof; running thence South 40° 09' East along the Northeasterly line of the land so described in the Deed to said Wickersham, 217.52 feet to the point of beginning.

EXCEPTING THEREFROM that portion as granted by City Title Insurance Company, a California corporation, to Pioneer Investors Savings and Loan Association, a corporation, by Deed dated February 17, 1961 and recorded February 20, 1961 in Book 5078 Official Records, page 198, and more particularly described as follows:

ALL OF LOT 69, and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

county of santa clara

S.D. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: February 21, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF March 2, 19 64

FROM: Hodge, Right of Way Division, Public Works

TITLE: Agreement for Purchase of Real Property Required for Reid Hillview Airport

DESCRIPTION:

Parcel No. 3511-14-18 Wm. J. Crutcher, et ux; \$8,000.00; suit previously filed; located on Swift Lane southeasterly of Cunningham Avenue, entire taking of vacant land comprising 1.17 net acres excluding portion in roadway. \$7,000.00 per acre (0.16 per sq. ft.) for unencumbered fee and $\frac{1}{2}$ fee value for P. G. & E. Company tower line easement area.
Zoning: R-1

AGENDA DATA

DATE: 3-2-64

ITEM NO: 7c

BOARD ACTION Auth.

APPROVED:

JAMES T. POTT, COUNTY ENGINEER

RIGHT OF WAY DATA SHEET

Grantor: W. J. Crutcher, et ux Project: Reid Hillview Parcel No.: 3511-14-18
 Property Address Swift Lane, S E'ly of Cunningham Avenue Entire Area:
 Mailing Address: 1/2 R. J. Wylie, Atty.-at-Law 50,965 sq. ft. 1.17 ac
1299 N. First St., San Jose
 Telephone: 298-4606 Part Required:
 Jurisdiction: San Jose sq. ft. All ac
 Remainder:
 sq. ft. None ac

Unit Land Cost:	\$0.16 (fee)	Appraisal	O.P.	
Sq. Ft.:	\$ 0.08 (encumbered)	<u>19 62</u>	Deposit	Settlement
Acre:	\$ 7,000.00 (fee)	\$8,000.00 Land		\$8,000.00
	\$ 3,500.00 (encumbered)	\$2,000.00 Imps.*		

Improvements: 1.17 ac. net area outside road 0.00
 Damages: 0.09 ac. P.G. & E. easement
 Benefits: 1.08 ac. unencumbered fee
 Other Consideration

Total Consideration: \$10,000.00 \$8,000.00
 Cash to Grantor: \$8,000.00

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. Continued Occupancy
 7.* Settlement Justification
 8.* Title Exceptions
 9..

Title Co.: Title Ins. & Trust Co.
 No.: 240596 Date: 6-3-63
 Grantor Acquired: 5-9-63
 I.R.S. \$ 11.55
 Appraised by: H. Samuelson
 Date: Jan., 1962
 Type of Title: Fee
 Zoning: R-1
 Access Rights: ---
 Suit Filed: 8-26-63
 O.P.: No.

Agreements: _____
 Resolutions: _____
 Deeds: In R/W File Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
<u>Improvements:</u>			
* At time of appraisal the property was improved with a 5-room wood frame residence and old storage shed. The above allowance was made by the appraiser on the basis of their use for basic shelter. The improvements were progressively vandalized over the past several years and finally demolished and removed prior to our reaching agreement with owners.			

8. Title
 Clear:
 Exc. 1. Taxes prorated close of escrow.
 Subject to:
 Exc. 2 & 3. Public rights in Swift Avenue.
 Exc. 4 & 5. P. G. & E. tower line easements.

7.- Settlement Justification
 Settlement was based on the appraisal, but, as noted above, the improvements existing at time of appraisal had been removed. Therefore their appraised value was deducted, and vacant land only is herein being acquired.

E. D. Hodge
 Approval

f.m.
 2-18-64

To County Counsel:
 Agenda : 3/2/64 Item #

RIGHT of WAY -

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Public Works Department of Santa Clara County up to 12 o'clock noon July 22, 1963, at the office of Property Management Division located in Room 107, 20 West Hedding Street, San Jose for the demolition and removal of all improvements on 8 sites located on Cunningham Avenue and Swift Lane (signs posted on property).

1. (Bondesen) dwelling, garage and accessory buildings, known as Rt. 7, Box 191.
2. (Garcia) dwelling, garage and fences, known as Rt. 7, Box 1931.
3. (Carlos Cotariana) dwelling next East of #2.
4. (Norberto Castro) 1st South of Torres on Swift Lane, dwelling.
5. (Moses Chavez) small dwelling in rear under P.G. & E. highline.
6. (Castenada) property on Swift Lane dwelling, next South of #5.
7. (Mosqueda) property dwelling and foundation for second structure next South of #6.
8. (Munoz) property, 2 dwellings and several small accessory structures, 2nd lot South of #7.

Corresponding Signs posted on each site.

THE SUCCESSFUL BIDDER MUST BE PREPARED TO:

1. Furnish the County proof of having the necessary State (C-21) and City licenses for engaging in this type of operation.
2. Furnish the County with a Faithful Performance Bond in the amount of \$3,000. guaranteeing the satisfactory completion of this work within the specified time.
3. Secure all necessary permits and comply with all local fire and safety regulations.
4. Furnish the County with a certificate of liability insurance in the amount of \$100,000. per each person and \$300,000. each occurrence and \$100,000. property damage, naming Santa Clara County as additional insured.
5. Hold the County harmless from any and all claims arising out of this operation.
6. Completely demolish and remove all resultant debris including concrete foundation and private walks if any, all fences except bordering public right of way, and fill any basements or excavations or depressions 12" or over in depth.
7. Complete entire operation within 15 calendar days of date of signing of contract to:

County of Santa Clara
Department of Public Works
Property Management Division
20 West Hedding Street, Rm. 107
San Jose 10, California

Gentlemen:

I have read and understand the terms of the foregoing notice to Bidders and hereby submit a bid in the amount of \$ _____.

Signed: _____

Dated: _____

License No. _____

Witness: _____

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 3511-14-18
 Grantor: W. J. Crutcher Telephone: 258-2796 Entire Area: _____
 Property Address: W. side Swift Ave., E. side of 50,794 ± sq. ft. or 1.17 ± ac
 Mailing Address: 2390 Madden Avenue airport Part Required: _____
 Jurisdiction: San Jose S.J. sq. ft. or 1.17 ± ac
 Remainder: None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.
Sq. Ft.: \$ <u>0.13</u> <u>±</u>	196	196	Deposit Settlement
Acre: \$ <u>6,000</u>			
Land Acquired:		\$7,020	
Sq. Ft.: <u>50,794</u> <u>±</u>			
Acre: <u>1.17</u> <u>±</u>			

Improvements: (See Description below)

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$7,020

Project Budget Data

Total Authorized:	Cash Payment in this Contract:
Balance after this Acquisition:	% Obligated to Date:
Current Indicated Budget Status - Budget Excess:	Budget Deficit:

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

<u>Description of Improvement Acquired</u>			
No. of Rooms	Area Sq. Ft.	Age	Condition
(Improvements have only salvage value)			
1. Residence			
5	870	10 (est.)	Fair to poor
2. Shed			
1	315		

Property was transferred a few days after owner received county's offer of \$7,000. The "new" owner says he has \$11,000 in the property and would not consider taking any less.

Title Co.: Title Insurance & Trust
 # 240596 Date: Aug. 27, '62
 Grantor Acquired Date: Aug. 23, 1962
 I.R.S. \$2,20
 Appraised by: Clevenger, Samuelson & Staff
 Date: Nov. 61 June 62 & Jan. 63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready (Doyle)
 Dep. County Counsel: Harrison

Approval

To County Counsel:
 Agenda: 8 Item#

RIGHT OF WAY OR PROPERTY DATA SHEET
FEE TITLE FULL TAKE

To: _____ Project: **Airport Expansion** Parcel No.: **240589**
 Grantor: **Machado, J.** Telephone: **CY 7-1165** Entire Area: **20± ac**
 Property Address: **Cunningham Ave. S.J.** **871,200** sq. ft. or **20± ac**
 Mailing Address: **1110 N. First St. S.J.** Part Required: _____
 Jurisdiction: **County of Santa Clara** **871,200±** sq. ft. or **20± ac**
 Remainder: **0** **0** ac

Cunningham Ave. underlying

Unit Land Cost:	Fee	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ 0.14±	\$90,015	196	196	Deposit	Settlement
Acre: \$ 6,000	\$70±				
Land Acquired:	(Cumm. Ave.)				
Sq. Ft.: 851,380±	19,820±		\$117,270		
Acre: 19,545±	0.455±		Nominal 30		

Improvements: **Interim Value** **1,200**

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: **\$118,500**

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

No. of Area
Rooms Sq. Ft. Age Condition

This property vests in the name of Julia Machado. Mrs. Machado's husband, Attorney John Machado is representing her in this matter.

Mr. Machado refused to accept an offer of settlement of \$118,500. He declined to commit himself as to what would be satisfactory terms of settlement.

As a matter of fact, Mr. Machado stated "The property is not for sale."

Title Co.: **Title Ins. & Trust.**
 # **240589** Date: **Dec. 13, 62**
 Grantor Acquired Date: **Oct. 24, 1960**
 I.R.S. # **58.85** i.e. **\$53,500**
 Appraised by: **Gillam**
 Date: **Dec. 1962**
 Type of Title: **Fee**
 Zoning: **Potential Residential**
 Access Rights: **Does not apply**
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: **McCready**
 Dep. County Counsel: **Sturges**

Adopted Resol.

1-14-63

*ITEM No 33
 ENC No 34*

Approval

To County Counsel:
 Agenda: *1/21/63* Item# _____

OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: **June 16, 1964**

TO: Clerk of Board of Supervisors

FROM: County Counsel

SUBJECT: Property Acquisition

Enclosed are a deed and title insurance policy for your permanent records for the following property acquisition:

Project: **Reid-Hillview Airport**

Parcel No.: **3511-14-18**

Grantor: **William J. Crutcher, et ux.**

Deed Recorded: Date: **4-10-64**
Book: **6459**
Page: **312**

Tax cancellation forms have been forwarded to Assessor's Office (4-14-64).

SPENCER M. WILLIAMS
County Counsel

By **/s/ Richard S. Harrison**
Deputy County Counsel

cw

Copies:

~~Public Works - Right of Way Section~~
County Counsel

March 27, 1964

Mr. Richard J. Wylie
Attorney at Law
1299 North First Street
San Jose, California

Subject: Reid Hillview Airport - 3511-14-18 (Crutcher)

Dear Mr. Wylie:

In answer to your letter of March 23 concerning the above-referenced matter, I have checked with the title company handling the escrow and the Escrow Officer tells me that they are waiting for tax proration information.

It appears quite likely the escrow should close no later than the middle of next week.

Very truly yours,

JUSTIN F. MITCHELL
Right of Way Agent

JFM:o's

COPY

MORGAN, BEAUZAY & HOLMES

ROBERT MORGAN
VICTOR H. BEAUZAY
PETER R. HOLMES
RICHARD J. WYLIE
CLARENCE J. FERRARI, JR.
GEORGE R. HUTCHINSON
DAVID W. LEAHY
LAWRENCE G. BLUNT
DAVID W. STERNBERG
HARLIN J. PERRYMAN
RALPH J. STEINBERG
PHILIP L. HAMMER

ATTORNEYS AT LAW
1299 NORTH FIRST STREET
SAN JOSE, CALIFORNIA 95112

CABLE ADDRESS "TRIAL"
TELEPHONE 298-4606
AREA CODE 408

March 23, 1964

Department of Public Works
20 West Hedding Street
San Jose, California

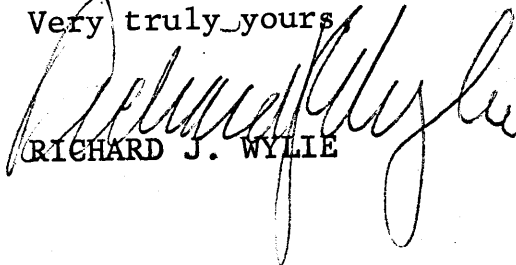
Attention: Justin F. Mitchell, Right-of-way Agent

Re: Reid Hillview Airport - 3511-14-18
(Crutcher)

Gentlemen:

Please advise the undersigned at your earliest convenience as to when you anticipate escrow will close and payment will be made for the above acquisition.

Very truly yours

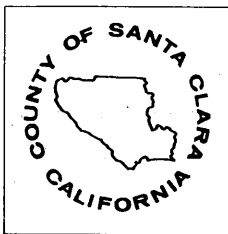


RICHARD J. WYLIE

RJW:gs

cc: Mr. & Mrs. Wm. Crutcher

county of sant clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

March 17, 1964

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Title Insurance & Trust Company
66 North First Street
San Jose, California

Re: Escrow No. 240596 - Reid-Hillview
William J. Crutcher, et ux., Owners
Parcel No. 3511-14-18

Gentlemen:

This letter and the enclosed purchase agreement will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$8,000.00.
2. We are enclosing an executed grant deed from owners having a property description corresponding to that used in the purchase agreement. A certificate of acceptance of deed is also enclosed. Upon receipt of said deed you are instructed to issue a title insurance policy in favor of the County of Santa Clara insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to items number two, three, four and five of your title report number 240596 dated June 3, 1963. Title shall be insured in the amount of the purchase price. A rental letter is also enclosed.
3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the purchase agreement.
4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.

COPY

Title Insurance & Trust Company
March 17, 1964
Page 2

5. You are further instructed that no revenue stamps are to be issued.

6. Upon close of escrow please forward the recorded deed and title insurance policy to the office of the County Counsel for inspection and approval.

7. Kindly notify me by telephone on the day escrow closes of the Recorder's serial number on the deed so that we may immediately process the tax cancellation.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

encl: Warrant
Purchase Agreement
Grant Deed
Certificate of Acceptance

cc: Department of Public Works
Right of Way Section

March 5, 1964

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview - 3511-14-18
Crutcher - TI 240596

Dear Mr. Williams:

Attached are the following papers:

- (x) Deed
- (x) Certificate of Acceptance
- (x) Rental Letter
- ()

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

Reid Hillview
Parcel 3511-14-18
Crutcher

Mr. Frank E. Thomas
Property & Record Analyst
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Dear Sir:

The property located at Swift Lane, Reid Hillview
is now vested in the County of Santa Clara.

This property is tenant occupied and the next
rental payment due to the County is payable on

This property is owner occupied and the next
rental payment due to the County is payable on
Property is vacant. No rentals involved.

Very truly yours,

Escrow Officer

cc: Right of Way Department

LAW OFFICES

Morgan, Beauzay & Holmes

ROBERT MORGAN
VICTOR H. BEAUZAY
PETER R. HOLMES
RICHARD J. WYLIE
GEORGE R. HUTCHINSON
CLARENCE J. FERRARI, JR.
LAWRENCE G. BLUNT
HARLIN J. PERRYMAN
ARTHUR WELLS, JR.

PLEASE REPLY TO
1299 NORTH FIRST STREET
SAN JOSE, CALIFORNIA 95112
TELEPHONE 298-4606
CABLE ADDRESS — TRIAL

February 10, 1964

Department of Public Works
20 West Hedding Street
San Jose, California

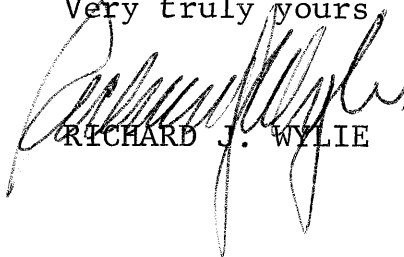
Attention: Justin F. Mitchell, Right of Way Agent

Re: Reid Hillview Airport - 3511-14-18
(Crutcher)

Gentlemen:

Enclosed pursuant to your request you will find the executed Grant Deed and purchase agreements. Please forward your draft upon approval and make same payable to William J. Crutcher, Florence O. Crutcher and Morgan, Beauzay & Holmes, their attorneys.

Very truly yours



RICHARD J. WYLIE

RJW:gs

Encls.

January 23, 1964

Mr. Richard Wylie
Attorney at Law
1299 North First Street
San Jose, California

Subject: Reid Hillview Airport - 3511-14-18
(Crutcher)

Dear Sir:

Pursuant to our telephone conversation of January 21, I am submitting three copies of a Purchase Agreement and Grant Deed covering the Wm. J. Crutcher property on Swift Lane, San Jose.

If the Agreement as proposed meets with your approval and is acceptable to your client, please have all three copies of the Agreement and the Grant Deed executed and I will then pick them up for presentation to the Board of Supervisors. The Grant Deed should be acknowledged, the Agreements need not be.

Thank you for your cooperation in this matter.

Very truly yours,

JUSTIN F. MITCHELL
Right of Way Agent

JFM:o's

Enclosures

COPY

PROOF OF SERVICE

I am and was at the time of the service of the summons
complaint and lis pendens attached hereto, a citizen of
the United States, over the age of eighteen years, and not a party
to the within entitled action.

I personally served the attached summons,
complaint and lis pendens
on the herein named defendant ____, whom deponent knew to be the
person__ named in the said documents by
delivering to and leaving with _____ said defendant__
personally, at the place hereinafter set forth in the State of
California, County of Santa Clara, and at the time set
opposite her respective name__, a copy of said _____
attached to a copy of the complaint referred to in said summons.

Name of Defendants Served	Place Where Served	Date of Service
<u>Florence O. Crutcher</u>	<u>San Jose</u>	<u>10-17-63</u>

I declare under penalty of perjury that the foregoing is
true and correct. Executed on November 11, 1963, at _____
San Jose, California.

Philip J. Cronin

July 10, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Ross Street
San Jose, California

Subject: Reid-Millview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Millview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tebares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12, 13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1963

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed ^{data} sheet for our right of way file.

Please advise if any further documents or other information is needed.

Very truly yours,

E. D. HODGEN
Chief Right of Way Agent

EDH:NEB:0js

Enclosures

I.R.S.

Grant Deed Individual

WM. J. CRUTCHER and FLORENCE O. CRUTCHER,
his wife,

the first parties, herby GRANT TO the

COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA

the second party all that real property situated in the
City of San Jose

County of Santa Clara, State of California, described as follows:

2608203
BOOK 6459 PAGE 312

Abstract of
Title Insurance Trust Company
APR 10 1964 4:50 AM
Santa Clara County, California

JH

Above space for Recorder

BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South 23° 44' East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South 23° 44' East 90.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South 49° 51' West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North 40° 09' West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North 49° 51' East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

WITNESS OUR hand this Seventh day of February, 1964

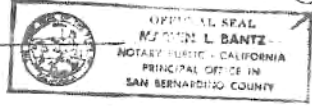
Wm. J. Crutcher
WM. J. CRUTCHER
Florence O. Crutcher
FLORENCE O. CRUTCHER

FL

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 7th day of February, 1964, before me, Marvin L. Bantz
a Notary Public in and for said County and State, personally appeared Wm. J. Crutcher and Florence O. Crutcher

he the person whose name are subscribed to the foregoing instrument, and acknowledged to me that they known to me to executed the same



Marvin L. Bantz
Notary Public

My Commission Expires Oct. 17, 1967

2608203 APR 10 1964

Reid Hillview
Crutcher
3511-14-18
TI 240596

CERTIFICATE OF ACCEPTANCE
(GOVERNMENT CODE SECTION 27281)

BOOK 6459 PAGE 313

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 5th day of March 1964.

By: James J. Hill
Acting Director of Public Works
County of Santa Clara

JRK:o's

2606303AFR1064

county of santa clara

S.D. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: February 21, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF March 2, 19 64

FROM: Hodge, Right of Way Division, Public Works

TITLE: Agreement for Purchase of Real Property Required for Reid Hillview Airport

DESCRIPTION:

Parcel No. 3511-14-18 Wm. J. Crutcher, et ux; \$8,000.00; suit previously filed; located on Swift Lane southeasterly of Cunningham Avenue, entire taking of vacant land comprising 1.17 net acres excluding portion in roadway. \$7,000.00 per acre (0.16 per sq. ft.) for unencumbered fee and $\frac{1}{2}$ fee value for P. G. & E. Company tower line easement area.
Zoning: R-1

AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

APPROVED: _____
JAMES T. POTT, COUNTY ENGINEER

Board of Supervisors _____
County Counsel _____
Owner _____
Title Company _____
Controller _____
Public Works

S. D. No. 2
Project: Reid Hillview Airport
Parcel No.: 3511-14-18
Grantor: Wm. J. Crutcher, et ux

AGREEMENT FOR PURCHASE OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Wm. J. Crutcher and Florence O Crutcher,

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Eight Thousand Dollars----- (\$8,000.00-----).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except exceptions 2, 3, 4 & 5 of Title Insurance & Trust preliminary report #240596 dated June 3, 1963

and agrees that said deed will be deposited with the _____
& Trust
Title Insurance Company in escrow account number 240596 not later than 20 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Said escrow costs shall not, however, include usual and customary reconveyance fees, trustee's fees, forwarding fees, or penalty (if any) for payment in full in advance of maturity incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by the Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of said real property upon ~~the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.~~ **approval of this agreement by County.**

11. Lease Warranty

The Owner warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Owner further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Owner's for a period exceeding one month.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California this ____ day of _____, 19 ____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 7th day of February,
19 64.

J

Wm. J. Crutcher

F

Florence O. Crutcher

Owner

Address J. R. Wylie, Attorney

1299 North First Street
San Jose

APPROVED AS TO FORM:

SPENCER M. WILLIAMS, County Counsel

By Spencer M. Williams
Deputy County Counsel

4-5-63

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South 28° 44' East 96.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South 49° 51' West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North 40° 09' West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North 49° 51' East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

RIGHT OF WAY DATA SHEET

Grantor: W. J. Crutcher, et ux Project: Reid Hillview Parcel No.: 3511-14-18
 Property Address Swift Lane, S Ely of Cunningham Avenue Entire Area:
 Mailing Address: W. J. Wylie, Atty.-at-law 50,965 sq. ft. 1.17 ac
1299 N. First St., San Jose
 Telephone: 203-4606 Part Required:
 Jurisdiction: San Jose sq. ft. All ac
 Remainder:
 sq. ft. None ac

Unit Land Cost:	\$0.16 (fee)	Appraisal	O.P.	Settlement
Sq. Ft.:	\$ 0.03 (encumbered)	19 62	Deposit	
Acre:	\$ 7,000.00 (Fee)	\$8,000.00 Land		\$8,000.00
	\$ 3,500.00 (encumbered)	\$2,000.00 Imp.*		
Improvements:	1.17 ac. net area outside road			0.00
Damages:	0.02 ac. P.G. & E. easement			
Benefits:	1.03 ac. unencumbered fee			
Other Consideration				
Total Consideration:		\$10,000.00		\$8,000.00
		Cash to Grantor:		\$8,000.00

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. Continued Occupancy
 7.* Settlement Justification
 8.* Title Exceptions
 9.*

Title Co.: Title Ins. & Trust Co.
 No.: 240596 Date: 6-3-63
 Grantor Acquired: 5-9-63
 I.R.S. \$ 11.55
 Appraised by: H. Samuelson
 Date: Jan., 1962
 Type of Title: Fee
 Zoning: R-1
 Access Rights: ---
 Suit Filed: 3-26-63
 O.P.: No.

Agreements: _____
 Resolutions: _____
 Deeds: In R/W File Maps: Display
 R/W Agent: Justin P. Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
<u>Improvements:</u>			
* At time of appraisal the property was improved with a 5-room wood frame residence and old storage shed. The above allowance was made by the appraiser on the basis of their use for basic shelter. The improvements were progressively vandalized over the past several years and finally demolished and removed prior to our reaching agreement with owners.			

8. Title
 Clear:
 Exc. 1. Taxes prorated close of escrow.
 Subject to:
 Exc. 2 & 3. Public rights in Swift Avenue.
 Exc. 4 & 5. P. G. & E. tower line easements.

7.- Settlement Justification
 Settlement was based on the appraisal, but, as noted above, the improvements existing at time of appraisal had been removed. Therefore their appraised value was deducted, and vacant land only is herein being acquired.

Approval
 To County Counsel:
 Agenda : 3/2/64 Item # _____
 382 (Replaces RC-11)

f.m.
 2-18-64

2 offered \$6,000⁰⁰
4-63 Mr. Rothman came to the office. Stated that he would settle
500 based on the Mosqueda⁽¹⁴⁻¹⁷⁾ Settlement which he believed to be \$12,500
his Mosqueda was \$11,500 = \$4,500 Imps
9,000 land
11,500

his appraisal was \$7,000
less pink house 1,000 - to clear
\$6,000

Offered \$7,000 if he accepted now otherwise house will be -1,000 or 6,000
said no he will spend \$500 to fix up house which will add
to value. Told him to come back in 2 years. We may
use our minds when we need the property

3-63 offer is at 6,000 per acre. Check location of power easement, P/C
10-17-63 actually offer is at \$7,020⁰⁰

Served Mrs Crutcher. Mr Crutcher will be back on
10-25-63. Mrs Crutcher expects County to ball them
out of a burn deal. (Assuming that there is
no collusion between Rothman and Crutcher).

6-25-63 Called Crutcher. Mr Crutcher has not returned.

10-28-63 Talked to Mrs Crutcher again. Mr Crutcher is
back but cannot see him until at least Thursday

10-30-63 Atty Richard Wylie now handling the
matter. Ph 298-4606

11-15-63 Called Atty Wylie. He has hired Larry Doyle
to make a preliminary appraisal. Contact
him in about a week

11-22-63 Called Wylie to see if Doyle had any information.
Larry is going to try and get this done before
he goes to the hospital. Told him to contact
Dick Harrison and get a delay in answering.

1 SPENCER M. WILLIAMS, County Counsel
2 RICHARD S. HARRISON, Deputy County Counsel
3 Room 507, County Administration Building
4 70 West Hedding Street
5 San Jose 10, California
6 Telephone: 299-2111

7 Attorneys for Plaintiff.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA CLARA

10 COUNTY OF SANTA CLARA,)

11)
12 Plaintiff,)

13 -vs-)

14 WILLIAM J. CRUTCHER; FLORENCE O.
15 CRUTCHER; DOE ONE; DOE TWO; DOE
16 THREE; DOE FOUR; DOE FIVE; DOE
17 SIX; DOE SEVEN; DOE EIGHT; DOE
18 NINE; DOE TEN; and all other
19 persons unknown claiming any
20 right, title or interest in and
21 to the real property described
22 in the Complaint,)

23 Defendants.)

NO. 148901

S U M M O N S

1 YOU AND EACH OF YOU ARE HEREBY DIRECTED to appear and answer
2 the Complaint of plaintiff above named in the above-entitled action,
3 brought against you by the above-named plaintiff in the Superior
4 Court of the State of California, in and for the County of Santa
5 Clara, within ten (10) days after service upon you of this Summons
6 if served within said County, or within thirty (30) days if served
7 elsewhere.

8 This proceeding is brought to condemn fee title in the real
9 property situate in the County of Santa Clara, State of California,
10 hereinafter more particularly described in "Exhibit A", attached
11 hereto and made a part hereof by reference, for a public use, to
12 wit: a county airport.

13 AND YOU ARE HEREBY NOTIFIED to appear and show cause, if any
14 you have, why the said real property should not be condemned as
15 prayed for in the said Complaint, and unless you appear and answer
16 said Complaint as above directed and required, the said plaintiff,
17 County of Santa Clara, will apply to the said court for the relief
18 demanded and prayed for in the said Complaint.

19
20 GIVEN under my hand and the Seal of
21 the Superior Court of the State of
22 California, in and for the County
of Santa Clara, AUG 28 1967.

23 PAUL R. TEILH, Clerk

24 (SEAL)

25 By D. H. SWANSON
26 Deputy Clerk.

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South $28^{\circ} 44'$ East 96.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South $49^{\circ} 51'$ West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North $49^{\circ} 51'$ East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

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SPENCER M. WILLIAMS, County Counsel
RICHARD S. HARRISON, Deputy County Counsel
Room 507, County Administration Building
70 West Hedding Street
San Jose 10, California
Telephone: 299-2111

Attorneys for Plaintiff.

(ENDORSED)

FILED
AUG 26 1963

PAUL R. TEILH, Clerk
BY D. H. SWANSON
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

COUNTY OF SANTA CLARA,

Plaintiff,

-vs-

WILLIAM J. CRUTCHER; FLORENCE O.
CRUTCHER; DOE ONE; DOE TWO; DOE
THREE; DOE FOUR; DOE FIVE; DOE
SIX; DOE SEVEN; DOE EIGHT; DOE
NINE; DOE TEN; and all other
persons unknown claiming any
right, title or interest in and
to the real property described
in the Complaint,

Defendants.

NO. 148901

COMPLAINT IN
EMINENT DOMAIN

1 Plaintiff alleges:

2 I

3 At all times herein mentioned plaintiff, County of Santa
4 Clara, has been and is a body corporate and politic, and a political
5 subdivision of the State of California, and is vested by law with
6 the authority to exercise the power of eminent domain for the
7 acquisition of real property for county airport purposes pursuant
8 to Part 3, Title 7, of the Code of Civil Procedure, and Title 3,
9 Division 2, Part 10, Article 2 of the Government Code of the State
10 of California.

11 II.

12 Defendants Doe One, Doe Two, Doe Three, Doe Four, Doe Five,
13 Doe Six, Doe Seven, Doe Eight, Doe Nine and Doe Ten have or claim
14 to have an interest in the said real property, the exact nature
15 of which is unknown to plaintiff. The true names or capacities of
16 the said Does One through Ten are unknown to plaintiff, and
17 plaintiff prays leave to amend this complaint so as to substitute
18 therefor the true names and capacities of these defendants when
19 they become known to plaintiff.

20 III.

21 Prior to the commencement of this action, the Board of Super-
22 visors of the plaintiff County of Santa Clara, at a duly and
23 regularly convened meeting on August 5, 1963, duly and regularly
24 passed and adopted a resolution stating and determining that public
25 interest and necessity require the acquisition of certain real pro-
26 perty for the establishment, construction, maintenance and use
27 thereon of a county airport. A true copy of said resolution is
28 attached hereto as "Exhibit A", and made a part hereof by this
29 reference. The said resolution contains a true and correct
30 description of the real property sought to be condemned in this
31 action. The said real property is the entire parcel or tract

1 owned by the defendants or in which the defendants claim an
2 interest.

3 IV.

4 Each and every manner, fact and thing stated and set forth
5 in the said resolution was and is true, and the same is incorpo-
6 rated herein as though fully set forth.

7 V.

8 The plaintiff is informed and believes and on such infor-
9 mation and belief alleges that the names of all owners of and
10 claimants to some right, title or interest in the property sought
11 to be condemned are as follows: WILLIAM J. CRUTCHER and FLORENCE O
12 CRUTCHER.

13
14 WHEREFORE, plaintiff prays judgment that:

- 15 1. The said parcels of real property be condemned for
16 plaintiff's use for the purposes set forth above;
- 17 2. Just compensation for said taking and any damages
18 incidental thereto be assessed as well as any special benefits;
- 19 3. That all liens and encumbrances of record against the
20 real property sought to be taken be satisfied out of the judgment
21 rendered herein;
- 22 4. For such other and further relief as the Court may deem
23 just and proper.

24
25 SPENCER M. WILLIAMS, County Counsel
26 RICHARD S. HARRISON, Deputy County Counsel

27 By /s/ Richard S. Harrison
28 Attorneys for Plaintiff.

29
30
31 RSH:cw - 8-13-63

William J. Crutcher
Reid-Hillview Airport
Parcel No. 3511-14-18

RESOLUTION TO CONDEMN

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it hereby finds, determines and declares that the public interest, convenience and necessity require the acquisition of said County of the property hereinafter described for the establishment and maintenance thereon of public buildings and grounds to be used by said County for airport purposes.

IT IS HEREBY DETERMINED that the land hereinafter described is required and necessary for the public uses above set out.

BE IT FURTHER RESOLVED that it is necessary to acquire title to all of said land in fee simple absolute for the public uses and purposes above set out, and that said land should be acquired by proceedings in eminent domain in accordance with the appropriate provisions of the Code of Civil Procedure of the State of California relating thereto.

BE IT FURTHER RESOLVED by the Board of Supervisors that the County Counsel of said County of Santa Clara, State of California, be and he is hereby authorized and directed to institute, maintain and prosecute in the name of the County of Santa Clara proceedings in the Superior Court of the State of California, in and for the County of Santa Clara, for the condemnation of said real property hereinafter described for the uses and purposes hereinabove set out, and to take all steps which may be necessary or proper to be taken for the condemnation thereof.

That said land is more particularly described as follows:

"All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

"BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 663.89 feet from the point of intersection of said center line

Exhibit A

of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South 28° 44' East 96.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South 49° 51' West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North 40° 09' West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North 49° 51' East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume 'C' of Maps, page 57."

BE IT FURTHER RESOLVED that the land hereinabove described is selected and located in the manner which will be most compatible with the greatest public good and the least private injury, and that said land hereinabove described is, in the opinion of this Board, that which is best adapted for the public uses and purposes hereinabove set out.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 5 day of AUG, 1963, by the following vote:

AYES: Supervisors, [REDACTED] Della Maggiore Spangler Mehrkens Sanchez
 NOES: Supervisors, None
 ABSENT: Supervisors, Levin

R. H. ...
 Chairman of the Board of Supervisors.

ATTEST: JEAN PULLAN, Clerk
 of the Board of Supervisors.
Jean Pullan

1 SPENCER M. WILLIAMS, County Counsel
2 RICHARD S. HARRISON, Deputy County Counsel
3 Room 507, County Administration Building
4 70 West Hedding Street
5 San Jose 10, California
6 Telephone: 299-2111

7 Attorneys for Plaintiff.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA CLARA

10 COUNTY OF SANTA CLARA,)

11)
12 Plaintiff,)

13 -vs-)

14 WILLIAM J. CRUTCHER; FLORENCE O.)
15 CRUTCHER; DOE ONE; DOE TWO; DOE)
16 THREE; DOE FOUR; DOE FIVE; DOE)
17 SIX; DOE SEVEN; DOE EIGHT; DOE)
18 NINE; DOE TEN; and all other)
19 persons unknown claiming any)
20 right, title or interest in and)
21 to the real property described)
22 in the Complaint,)

23 Defendants.)

NO. 148901

LIS PENDENS

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NOTICE IS HEREBY GIVEN that plaintiff has filed a proceeding against the above-named defendants in the above-entitled Court affecting the title to and right of possession of the hereinafter described parcel of real property, which said proceeding is now pending; that said proceeding is for the purpose of condemning a fee simple title in said parcel of land for a public use, to wit: for a county airport.

The real property affected by said proceeding is situated in the County of Santa Clara, State of California, and is more particularly described in Exhibit A, attached hereto and made a part hereof by reference.

DATED: AUG 26 1963.

SPENCER M. WILLIAMS, County Counsel
RICHARD S. HARRISON, Deputy County Counsel

By /s/ Richard S. Harrison
Attorneys for Plaintiff.

RSH:cw - 8-13-63

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South 28° 44' East 96.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South 49° 51' West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North 40° 09' West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North 49° 51' East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

Julia Machado
Hillview Airport

RESOLUTION TO CONDEMN

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it finds and determines and hereby declares:

That the public interest and necessity require the acquisition, construction, and completion by the County of Santa Clara, of the property hereinafter described for airport purposes;

That the use to which the said lands is to be applied is for the construction of the said airport, and that such use is a public use authorized by law;

That a fee title in all of said land is necessary to and for such public use, and that the taking of the said lands is necessary to and for such public use;

That the said proposed airport is planned and located in the manner which will be most compatible with the greatest public good and the least private injury.

AND BE IT FURTHER RESOLVED by this Board of Supervisors that the County of Santa Clara acquire by condemnation in accordance with the provisions of the Code of Civil Procedure relating to eminent domain for the uses and purposes of such airport, a fee title in the following described lands, situate in the County of Santa Clara, State of California, described as follows: to wit:

ALL OF LOTS 10 and 11, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

AND BE IT FURTHER RESOLVED by this Board of Supervisors that the County Counsel of said County of Santa Clara be, and he is hereby directed, required, authorized and empowered:

To institute, maintain and prosecute, in the name of the County of Santa Clara, proceedings in the Superior Court of the State of California, in and for the County of Santa Clara, for the condemnation of that certain real property hereinabove described, for the uses and purposes of such airport, and to take all steps necessary for the condemnation of such real property in the name of the County;

To make an application to said Court for an order fixing the amount or amounts or such security in the way of money deposits as said Court may direct to be made upon the taking of possession of said real property by the County of Santa Clara, and permitting said County of Santa Clara to take immediate possession and use of said property;

To make deposit of such security out of proper funds of the County of Santa Clara in such amount or amounts so fixed and determined and in such manner as said Court, in which the condemnation proceedings herein authorized are pending, may direct.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this ___ day of _____ 196__, by the following vote:

AYES: Supervisors;

NOES: Supervisors,

ABSENT: Supervisors,

Chairman of the Board of Supervisors
of the County of Santa Clara.

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

September 20, 1962

IMPORTANT

When replying refer to
Our No. 240589

.Department of Public Works
.20 West Rosa Street
.San Jose, California

Hillview Airport
Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. BLANCHARD Title Officer

Vestee:

JULIA MACHADO

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.
- Third:** Deed of Trust by Julia Machado to Valley Title Company of Santa Clara County, a corporation, as Trustee, to secure the payment to Belmira S. Freitas, a widow of \$35,000.00 and additional advances, dated October 21, 1960 and recorded October 24, 1960 in Book 4959 Official Records, page 78. Recorder's Serial Number 1896517.

- Note 1: The above Vestee acquired title to premises by Deed from Manuel I. Freitas and Belaira S. Freitas, his wife, dated May 7, 1959 and recorded October 24, 1960 in Book 4959 Official Records, page 77, Recorder's Serial Number 1896516, and to which Deed there were affixed revenue stamps in the amount of \$58.85.
- Note 2: The assessed valuations of premises for County Taxes for the fiscal year 1961-62 are as follows:

Assessed Value Real Estate	\$16,000.00
Assessed Value Improvement	880.00
Assessed Value Personal property	None

The address of the above Vestee as disclosed by the County Tax Rolls for the fiscal year 1961-62 is 1110 North First Street, San Jose, California.

- Note 3: Both installments of County Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-32-4. Code Number 54-7.

First installment	\$671.10
Second installment	\$671.10

- Note 4: The description contained in this report is the same as contained in the acquisition deed above referred to.

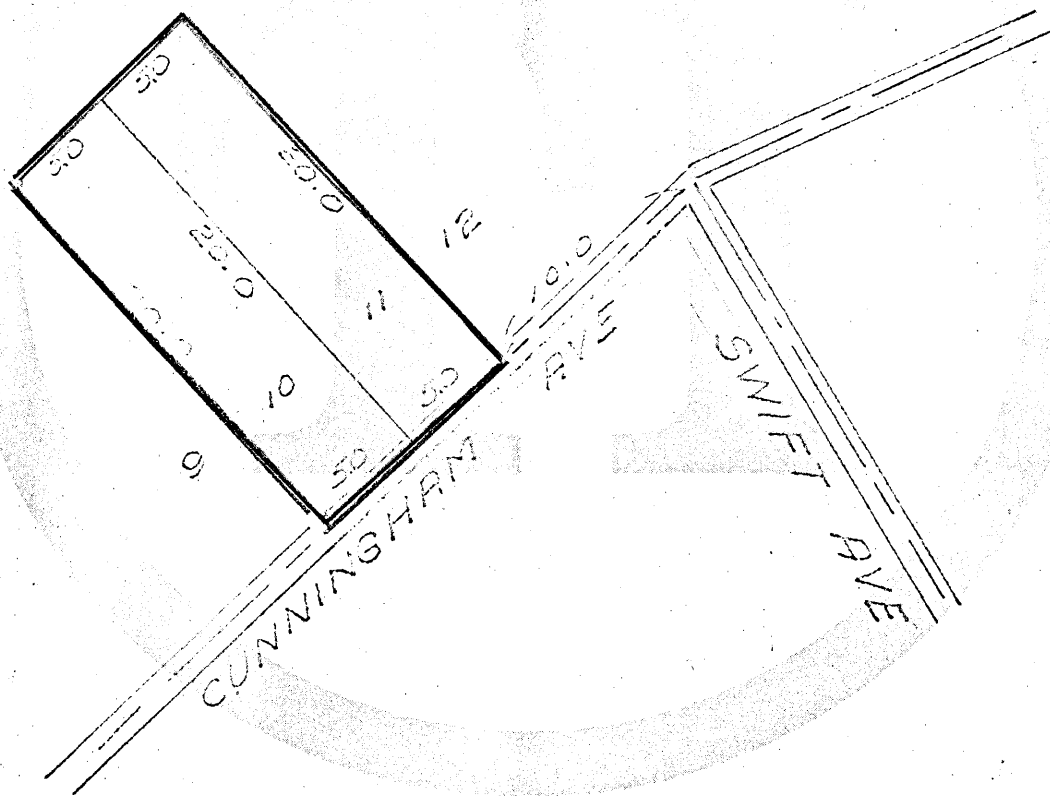
DESCRIPTION

All that certain real property situate in the County of Santa Clara, State of California, described as follows:

ALL OF LOTS 10 and 11, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, at page 57.

wgrcr

5 Copies to: Dept. of Public Works



LOTS 10-11 SUBDIVISION OF THE FILLMORE TRACT C-MAPS-57



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

COMPARABLE

NO. VR-530.6, SJs-61
I. R. S. § 36.30

LOCATION West side of McLaughlin Road No. of Loupe Road
SUBDIVISION --
DESCRIPTION Portion Rancho Yerba Buena

GRANTOR Tsuneo Sasaki
GRANTEE Ted Purwin et al
INTERVIEWED Grantor

BOOK 5145 PG. 410 DOC. NO. 1986897 DATE 4-24-61
DATE OF DEAL 4-21-61 ZONE A USE Res-Agric.

DOWN PAYMENT - SALE PRICE \$ 53,000.00

TRUST DEED - DATE - LENDER -

IMPS.

1-story sgle. fam. res. 4 bedrms., 1½ baths
1,050 sq. ft. - Sustaining Use

IMPS. VALUE \$ 2,400.00

LAND SIZE 277x1394' AREA 8.5+ ac. LAND VALUE \$ 50,600.00

UNIT LAND VALUE \$5,953+ per ac.

GROSS ANNUAL INCOME	\$	X	=	TOTAL VALUE
NET ANNUAL INCOME, BEFORE DEPRECIATION	\$	=		% OF VALUE
ASSESSED 19 62	LAND \$	4,250.00 X	11.9	= LAND VALUE
	IMPS.	<u>2,340.00</u> X	1.0	= IMP. VALUE
	TOTAL \$	6,590.00 X	8.0	= TOTAL VALUE

REMARKS:

Residence is rented for \$100 per month.

Highest and Best Use: R-1

DATE: July 1962

BY: W. A. Kendall

4374



COMPARABLE

NO. VR-1450.6, SJs-61
I. R. S. \$ 157.50

LOCATION No. side of Aborn Rd. 1/2 Mile E.
of King Road
SUBDIVISION --
DESCRIPTION Portion Rancho Yerba Buena

GRANTOR Emil Fahrner et ux
GRANTEE Keyoshi Matsumoto et al

INTERVIEWED Grantor

BOOK 5091 PG. 648 DOC. NO. 1960994 DATE 3-3-61

DATE OF DEAL 2-26-61 ZONE A USE Res-Agric.

DOWN PAYMENT \$42,050.00 SALE PRICE \$ 145,000.00

TRUST DEED \$102,950.00 DATE 1-31-61 LENDER Grantor

IMPS.

1-story frame residence - no value

IMPS. VALUE \$ 0.00

LAND SIZE Irregular AREA 25.12 acs. LAND VALUE \$ 145,000.00

UNIT LAND VALUE \$5,772.00+ per acre

GROSS ANNUAL INCOME \$ X = TOTAL VALUE

NET ANNUAL INCOME,
BEFORE DEPRECIATION \$ = % OF VALUE

ASSESSED 19⁶² LAND \$ 10,050.00 X 14.4 = LAND VALUE

IMPS. 3,620.00 X - = IMP. VALUE

TOTAL \$ 13,670.00 X - = TOTAL VALUE

REMARKS:

Highest and Best Use: R-1

DATE:

July 1962

BY:

W. A. Kendall

4374



COMPARABLE

NO. VR-526.2, SJs-61
I. R. S. \$ 55.00

LOCATION No. side of Aborn Rd. 3/4 Mile E. of King Rd.

SUBDIVISION --

DESCRIPTION Portion Rancho Yerbo Buena

GRANTOR Arnold S. Romanello

GRANTEE Kiyoshi Mastsumoto et al

INTERVIEWED Grantor

BOOK 5097 PG. 679 DOC. NO. 1963925 DATE 3-9-61

DATE OF DEAL 2-10-61 ZONE R-1 USE Res-Agric.

DOWN PAYMENT Cash SALE PRICE \$ 50,000.00

TRUST DEED - DATE - LENDER -

IMPS.
None

IMPS. VALUE \$ 0.00

LAND SIZE Irregular AREA 9.5 ac. LAND VALUE \$ 50,000.00

UNIT LAND VALUE \$5,263.00+ per ac.

GROSS ANNUAL INCOME \$ X = TOTAL VALUE

NET ANNUAL INCOME, BEFORE DEPRECIATION \$ = % OF VALUE

ASSESSED 19 62 LAND \$ 3,310.00 X 15.1 = LAND VALUE

IMPS. 1,680.00 X - = IMP. VALUE

TOTAL \$ 4,990.00 X - = TOTAL VALUE

REMARKS:

Grantor's opinion is that the residence has no value.

Highest and Best Use: R-1

DATE: July 1962

BY: Wm. A. Kendall

4374



COMPARABLE

NO. VR-1240.1, SJs-61
I. R. S. \$ 136.40

LOCATION West side of King Road 1/2 mile S. of
Tully Road
SUBDIVISION --
DESCRIPTION Metes & Bounds

GRANTOR Fred A. Fosti

GRANTEE Hitree Invest. Co. & Cool Water Dev. Co.

INTERVIEWED Mr. Fosti

BOOK 5220 PG. 373 DOC. NO. 2023158 DATE 7-6-61

DATE OF DEAL 5-25-61 ZONE R-1 USE R-1 Sub.

DOWN PAYMENT \$5,000.00

SALE PRICE \$ 124,000.00

TRUST DEED \$119,000.00 DATE 5-26-61 LENDER Grantor

IMPS.

None

IMPS. VALUE \$ 0.00

LAND SIZE Irregular AREA 16.869 ac. LAND VALUE \$ 124,000.00

UNIT LAND VALUE \$7,350+ per ac.

GROSS ANNUAL INCOME \$ X = TOTAL VALUE

NET ANNUAL INCOME,
BEFORE DEPRECIATION \$ = % OF VALUE

ASSESSED 19 62 LAND \$ 8,420.00 X 14.7 = LAND VALUE

IMPS. 1,360.00 X - = IMP. VALUE

TOTAL \$ 9,780.00 X - = TOTAL VALUE

REMARKS:

Improvements have been removed and land is now being subdivided, also includes multi-res.

Highest and Best Use: R-1

DATE: July 1962

BY: W. A. Kendall

4374



UR-1240.1
8/20-61

Listing

COMPARABLE

(Listing, Opinion, Appraisal, etc.)

NO. R-367-2

SJs-61

PROPERTY ADDRESS East side of King Road north of Aborn Road

LEGAL DESCRIPTION

AMOUNT \$36,750.00

TERMS 20% down

PRESENT OWNER (W. R. & Eve Brown)
Raymond Brown

ADDRESS

LISTED WITH Fortune Realty Co.

DATE LISTED July 1, 1961

ZONING R-1B-6

PRESENT USE Residential

INTERVIEWED Mr. Louis De Savo

DATE 7/25/61

BY Gustafson

LAND:

3.985 acres @ \$7,300.00

\$29,090.50

Listing Asking Price

IMPROVEMENTS:

One-story single family residence; 1 bath, 1 bedroom
wood frame construction; 12 years old

Living area 736 s.f. \$10.00 = \$7,360.00
Other improvements 299.50

7,659.50

TOTAL VALUE : 36,750.00

GROSS ANNUAL INCOME	\$		X		=	TOTAL VALUE
NET ANNUAL INCOME BEFORE DEPRECIATION	\$		=			% OF VALUE
ASSESSED 1960-61		LAND	\$ 1,990.00	X 14.6	=	LAND VALUE
		IMPS.	1,250.00	X 6.1	=	IMP. VALUE
		TOTAL	\$ 3,240.00	X 11.3	=	TOTAL VALUE

REMARKS:

A storage shed is located in the rear yard. Several large shade trees in the front of the property. Entry could not be obtained. Property is situated in the City of San Jose. Highest and best use, R1.

DATE: August 9, 1961

BY: Edward J. Walsh

Book 4346



LISTINGS

COMPARABLE

(Listing, Opinion, Appraisal, etc.)

NO. VR-2224.1, SJs-62

PROPERTY ADDRESS 2719 So. King Road

LEGAL DESCRIPTION Metes & Bounds

AMOUNT \$ 222,480.00

TERMS Reasonable

PRESENT OWNER Alvin Nickel

ADDRESS 2719 So. King Road

LISTED WITH Owner

DATE LISTED 5-21-62

ZONING A

PRESENT USE Agric.

INTERVIEWED Owner

DATE 7-10-62 **BY** WAK

LAND:

27.81 ac. @ \$8,000.00

\$ 222,480.00

Listing Asking Price

IMPROVEMENTS:

1-story fr. resid. owner states the resid. and barn have no value

0.00

TOTAL VALUE \$ 222,480.00

GROSS ANNUAL INCOME \$ × = **TOTAL VALUE**

NET ANNUAL INCOME BEFORE DEPRECIATION \$ = **% OF VALUE**

ASSESSED 19 62 **LAND** \$ 11,120.00 × 20.0 = **LAND VALUE**

IMPS. 6,340.00 × - = **IMP. VALUE**

TOTAL \$ 17,460.00 × - = **TOTAL VALUE**

REMARKS: This deal is now in escrow at listing price. Grantor unwilling to disclose terms. He did state that there was little down but expects greater part of payment next year. It appears somewhat like an option. Grantee, Hyman Weisel of Proud Construction Company.

Highest and Best Use: R-1

DATE: July 1962

BY: W. A. Kendall

4374



Listing

COMPARABLE

(Listing, Opinion, Appraisal, etc.)

NO. VR-8250.1
SJs-62

PROPERTY ADDRESS NW corner of Rte. 68 & Loupe Road

LEGAL DESCRIPTION Portion of Rancho Yerba Buena

AMOUNT : 825,000.00

TERMS Reasonable

PRESENT OWNER James Pusateri

ADDRESS -

LISTED WITH Guerra Realty

DATE LISTED 7-13-62

ZONING A

PRESENT USE Agric.

INTERVIEWED Owner

DATE 7-17-62 BY WAK

LAND:

110+ ac. @ \$7,500.00 (average)

\$825,000.00

Listing, Appraisal, etc.

IMPROVEMENTS:

Improved with barns & sheds - no value is assigned to these improvements

0.00

TOTAL VALUE : 825,000.00

GROSS ANNUAL INCOME	\$	X	=	TOTAL VALUE	
NET ANNUAL INCOME BEFORE DEPRECIATION	\$	=		% OF VALUE	
ASSESSED 19	LAND	\$ W.O.P.	X	=	LAND VALUE
	IMPS.		X	=	IMP. VALUE
	TOTAL	\$	X	=	TOTAL VALUE

REMARKS: Grantor will only seel entire property at the listed price. Includes land abutting highway and lesser valued land (\$6,000 or less per acre) to the southwest. This property includes Parcel 31045.

Highest and Best Use: R-1

DATE: July 1962

BY: W. A. Kendall 4374



WR-2250
540-62

COMPARABLE

NO. VR-50.62

I. R. S. \$ 173.25

LOCATION E. side of Bayshore, 4,000' south of Loupe Road,
 San Jose
 SUBDIVISION Rancho Yerba Buena
 DESCRIPTION Metes and Bounds

GRANTOR Clifford W. Swenson et ux

GRANTEE L. C. Smith et ux

INTERVIEWED Mr. Swenson

BOOK 5341 PG. 61 DOC. NO. 2081834 DATE October 25, 1961

DATE OF DEAL 10/25/61 ZONE Agri. USE Agriculture

DOWN PAYMENT \$55,000 SALE PRICE \$157,500.00

TRUST DEED \$122,500.00 DATE 10/19/61 LENDER Grantor

IMPS. 6-room, 4-bedroom, 3-bath residence 2,000 s.f.
 Detached 4-room bungalow 550 s.f.
 Detached wood frame barn 1,950± s.f.
 Misc. fencing & landscaping

(Seller feels improvements have interim value, only, of about 50% of \$50,000; he figures improvements would be worth if site remains unchanged. See **IMPR. VALUE** 25,000.00 Remarks

LAND SIZE 500±' x 2,640±' AREA 26.25± ac. **LAND VALUE** 132,500.00

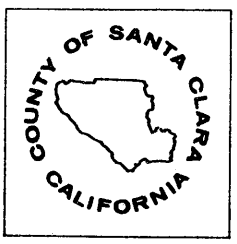
UNIT LAND VALUE \$5,047.00+ acre.

GROSS ANNUAL INCOME	0	X	=	TOTAL VALUE	
NET ANNUAL INCOME, BEFORE DEPRECIATION	0	=		% OF VALUE	
ASSESSED 19	LAND	0	X	=	LAND VALUE
	IMPS.	Assessed with	X	=	IMP. VALUE
	TOTAL	0 other property.	X	=	TOTAL VALUE

REMARKS: Seller says land purchased for L. C. Smith's daughter who now resides there. No access to this property from Bayshore. Seller figures interim value only for improvements on basis that land would soon be developed R-1 which would require demolition of existing improvements. Highest and best use - R-1

April 24, 1962 S. M. Hovorka Book 4368

DATE: BY:



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: June 12, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF June 15, 19 64

FROM: Hodge, Right of Way, Public Works

TITLE: Reid-Hillview Airport Parcel 3511-14-13 Torres

DESCRIPTION:

The attached data sheet covers the settlement reached this past week just prior to trial. Settlement was reached on the understanding that this would be quickly agendized, therefore, County Counsel is putting it on as a special item.

Note that the appraisal, which was the basis of proposed testimony, is in the amount of \$6,250.00. Settlement at \$6,500.00 includes an obligation for owner to remove all personal property and the building improvements. The personal property consists of several old, wrecked automobiles and the house has no salvage value. Normal clearance costs of the structures and autos would exceed the \$250.00 being allowed owner to accomplish this. The \$250.00 is being withheld pending owner's completion of removal.

chk info to see if want from RECOPIED ENGINEERS

MISS K

DEPT. OF PUBLIC WORKS

RECEIVED

AGENDA DATA

DATE: 6-15-64

ITEM NO: EXTRA

BOARD ACTION Authorized execution of Agmt. & settlement of litigation.

APPROVED: _____
JAMES T. POTT, COUNTY ENGINEER

RIGHT OF WAY DATA SHEET

Grantor: Edwiges Torres et ux Project: Reid Hillview Airport Parcel No.: 3511-14-13
 Property Address: 193 C Swift Lane, San Jose Entire Area: _____
 Mailing Address: % Garvin Hale, Attorney 19,832± sq. ft. 0.431± ac
633 North First Street
 Telephone: _____ San Jose Part Required: _____
 Jurisdiction: San Jose _____ sq. ft. All ac
 Remainder: _____
 _____ sq. ft. None ac

Unit Land Cost:	Appraisal	O.P.	Settlement
Sq. Ft.: \$ <u>0.23</u>	<u>19 64</u>	Deposit	
Acre: \$ <u>10,000.00</u>	<u>\$4,300.00</u>	None	<u>\$4,300.00</u>
(site value)			
Improvements:	<u>1,950.00</u>		<u>1,950.00</u>
Damages:			
Benefits:			
Other Consideration (see Item #7 re clearance by Grantor)			<u>250.00</u>
Total Consideration:	<u>\$6,250.00</u>		<u>\$6,500.00</u>
(see special note #9) Cash to Grantor:			<u>\$6,500.00</u>

1. * Removal of Imps. by Grantor
 2. Const. Contract Items
 3. * Rentals
 4. * Withheld Funds
 5. Excess Lands
 6. Continued Occupancy
 7. * Settlement Justification
 8. * Title Exceptions
 9. * See special note re payment

Title Co.: Title Ins. & Trust Co.
 No.: 240583 Date: _____
 Grantor Acquired: Sept., 1957
 I.R.S. \$ 4.95
 Appraised by: F. Clevenger
 Date: Current - Pre-trial
 Type of Title: Fee
 Zoning: R-1
 Access Rights: --
 Suit Filed: Yes
 O.P.: No
 Agreements: By County Counsel
 Resolutions: _____
 Deeds: To escrow Maps: Display
 R/W Agent: Justin Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired				
No. of Rooms	Area Sq. Ft.	Age	Condition	
Fr. Hse. 4	464	15	Poor	
Shed. Hse.	294	15	Poor	
ITEM #1 - <u>Removal of Imps. by Grantor</u> Grantor is to clean site of all improvements and debris by August 1, 1964.				
ITEM #2 - <u>Rentals</u> None				
ITEM #4 - <u>Withheld Funds</u> See special note - Item #9				
ITEM #7 - <u>Settlement Justification</u> Settlement based on pre-trial appraisal by F. Clevenger at \$6,250.00. An additional \$250.00 is allowed to compensate owner for clearance of improvements. Said improvements have zero salvage value, and costs to County for their demolition and clearance by others would considerably exceed this amount.				
ITEM #8 Title Exceptions Clear: 1. Taxes prorated close of escrow. 5. Agreement to reimburse County for indigent aid.				

E. D. Hodge
 Approval

To County Counsel:
 Agenda: 6/10/64 Item # _____
 (Replaces RC-11)

(continued on attached page)

ITEM #8 - Title Exceptions (continued)

- 6 & 7. Trust deeds (County is beneficiary).
8. Trust deed.

Subject to:

2. Public rights in Swift Ave.
3. P. G. & E. tower line easement.
4. P. G. & E. and P. T. & T. pole line easement.

ITEM #9 - Special Note re Payments into escrow

Paragraph 5 of Agreement specifies two separate deposits into escrow:

- (a) \$6,250.00 initial deposit to be disbursed when title vests in County.
- (b) \$250.00 final deposit when and if grantor has cleared site on or before August 1, 1964.

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Raid-Hillview Parcel No.: 3511-14-13
 Grantor: E. Torres Telephone: _____ Entire Area: _____
 Property Address: 193 e Swift Lane, San Jose 19,832± sq. ft. or 0.431± ac
 Mailing Address: 193 e Swift Lane, San Jose Part Required: _____
 Jurisdiction: San Jose sq. ft. or All ac
 Remainder: None ac

Unit Land Cost: Budget Appraisal O.I.P.
 Sq. Ft.: \$ 0.17± 196 196 3 Deposit Settlement
 Acre: \$ 7,500±
 Land Acquired: \$3,200
 Sq. Ft.: 19,832±
 Acre: 0.431±

Improvements: \$2,300

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$3,500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
10. _____
11. _____
12. _____

<u>Description of Improvement Acquired</u>				
	<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
1. Resid.	4	464	15	Poor
2. Sleeping & Storage Shed		294	15	Poor
Offer of \$5,500 rejected by owner.				
Attorney states that the owner has over \$6,500 invested in the property.				

Title Co.: Title Insurance & Trust
 # 240583 Date: August 27, '62
 Grantor Acquired Date: Sept. 12, '57
 I.R.S. \$4.95
 Appraised by: Clevenger-Samuelson & Staff
 Date: Nov., '61 June 62 & Jan. 63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready (Boyle)
 Dep. County Counsel: Harrison

Condemnation data sheet

Approval _____
 To County Counsel:
 Agenda: 8/28/62 Item# _____

Project: Reid's Hillview

Parcel No.: 14-13

Grantor: Torres

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Edwiges Lozam Torres and Amelia Torres, his wife

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of

(\$ _____).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except Exceptions 2, 3 and 4 of preliminary title report #240583 dated October 8, 1962

and agrees that said deed will be deposited with the T.I. & Trust Title Insurance Company in escrow account no. 240583 not later than 60 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this _____ day of _____,
19_____.

Owner

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

9/29/61

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled, "Map of Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57, and more particularly described as follows:

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 158.77 feet from the point of intersection of said center line of Swift Avenue with the centerline of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinabove referred to; thence running along said center line of Swift Avenue South $28^{\circ} 44'$ East 64.76 feet to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemio Castro, et ux, by Deed recorded January 12, 1951 in Book 2132 of Official Records, page 540, Santa Clara County Records, thence leaving said line of Swift Avenue and running along the Northwesterly line of said Castro Parcel South $49^{\circ} 51'$ West 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinabove referred to; thence along said dividing line North $40^{\circ} 09'$ West 63.48 feet to a point in said dividing line which bears South $40^{\circ} 08'$ East 165.16 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue hereinabove referred to; thence parallel with the said center line of Cunningham Avenue North $49^{\circ} 51'$ East 349.44 feet to the point of beginning.

July 23, 1964

Public Works Department
County of Santa Clara
20 West Hedding Street
San Jose, California

3511-32-4

Attention: Mr. E. D. Hodge

Dear Don:


Attached is an invoice for the balance of a title premium in the amount of \$144.27 received from Title Insurance and Trust Company. This invoice has to do with purchase of property by the County from Julia Machado.

You will note that the invoice contains a statement that the County was given credit for \$144.27 on the proration of taxes and that this credit was incorrect. This matter has been reviewed and approved for payment by Mr. Williams. We would, therefore, appreciate your taking the necessary steps to prepare a warrant payable to the Title Insurance and Trust Company as reimbursement of this amount.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

JRK:go
encl

By 
John R. Kennedy
Assistant County Counsel



Title Insurance and Trust Company

66 N. FIRST STREET TELEPHONE CYpress 2-4212
SAN JOSE 13, CALIFORNIA

3-20-64
file

DATE 2-14-64

OUR NO. 240589

ATTENTION AO/dp

YOUR NO.

3511-32-4

• /COUNTY OF SANTA CLARA
DEPT. OF PUBLIC WORKS
20 W. ROSA STREET
ATTN: GERALD THOMPSON
RIGHT OF WAY SECTION

AMT. ENCLOSED \$ _____

PLEASE ENCLOSE THIS STUB WITH YOUR REMITTANCE

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
	AMENDED BILLING			
	Premium	719.00		
	Pro-rata taxes 1-1-64/2-4-64		144.27	\$ 574.73
	<i>465-1F orig. to cond 2-21-64/cond</i>			
	<i>Bill Hillview Airport</i>			

Title Insurance and Trust Company

*719.
144.27
574.13*

County of Santa Clara

COUNTY COUNSEL

March 11, 1964

Department of Public Works
20 West Hedding Street
San Jose, California

Attention: Mr. Otis Calhoun

Re: Reid-Hillview Airport

Gentlemen:

You have requested our office to review the current status of the acquisition of certain parcels of property acquired for the Reid-Hillview County Airport. For the purpose of convenient reference, we will identify the parcel by the number indicated on your property map and in parentheses designate the former property owner.

Parcel 01-2 (City of San Jose)

This parcel has been acquired and the transaction closed. No policy of title insurance has been acquired in connection with this acquisition for the reason that it was acquired from the City of San Jose and the City had previously obtained a policy of title insurance. At the time of acquisition of this property by the County, the official records of the County of Santa Clara were searched and no liens or encumbrances were of record.

Parcel 02-1 (Machado)

A final order of condemnation was recorded February 4, 1964 and a copy was forwarded to the title company with a request for a policy of title insurance. The policy has not been received as of this date.

Parcel 02-2 (Topaz Builders)

A purchase agreement was executed February 3, 1964 and the matter is now in escrow awaiting closing and issuance of the title insurance policy.

Department of Public Works
March 11, 1964
Page 2

Parcel 02-4

This parcel consists of several individual property acquisitions. The former property owners are Mercier, Sanches, Borba, Perry, and Home Mutual Savings and Loan (aka Pioneer Investors). Each of these parcels has been acquired, the deed recorded and a policy of title insurance issued, with one exception. The deed from the Home Mutual Savings and Loan contained a restriction and the deed has been returned to the title company for removal of the restriction and the correction of the deed in this respect. Although the deed is in the process of being corrected, the County is in receipt of a title policy which insures title free and clear of the restriction contained in the deed. It is our opinion that this last mentioned matter is a technical correction that does not affect the County's title.

If you have any further questions in connection with the County's ownership in the above described parcels, please let me know.

So far as we know, there has been no change in any ownership interest of the County regarding the adjoining properties making up the Reid-Hillview Airport since the last report of this nature submitted by our office.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By: 
John R. Kennedy
Assistant County Counsel

JRK:pt
cc: Mr. Howard W. Campen

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: March 12, 1964

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Final Order & Decree of Condemnation
Enclosed are a ~~deed and~~ title insurance policy
for your permanent records for the following property
acquisition:

Project: Airport Expansion

Parcel No.: 2405-89

Grantor: Julia Machado

Deed Recorded: Date: 2/3/64
Book: 6371
Page: 502


Tax cancellation forms have been forwarded to
Assessor's Office (February 19, 1964).

SPENCER M. WILLIAMS
County Counsel

By /s/ Gerald J. Thompson
Deputy County Counsel

GJT/gc:
Copies:

Public Works - Right of Way Section
County Counsel



County of Santa Clara



*Public Works
Right of Way ✓*

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

February 6, 1964

Title Insurance & Trust Company
66 N. First Street
San Jose, Calif.

Re: [unclear]

Re: Escrow #240589: County of Santa Clara
purchase from Julia Machado

Gentlemen:

This letter will constitute your escrow instructions in connection with the above acquisition.

1. You will find enclosed warrant #298 in the sum of \$175,000.00 which represents the purchase price.
2. You will also find enclosed a copy of the Interlocutory Judgment and a copy of the Final Order and Decree of Condemnation which has been forwarded to the County Recorder's office for recordation.
3. Please issue a title insurance policy in the sum of \$175,000.00. The title is to be insured free and clear of all encumbrances. We will take subject to exception of roadway on Cunningham Avenue.
4. Taxes are to be pro-rated as of the date of the recording of the Final Order and Decree of Condemnation as provided for in said Order.
5. The county will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way section.

COPY

Title Insurance & Trust Company
Page Two
February 6, 1964

6. Upon close of escrow please forward the title insurance policy to the Office of the County Counsel for inspection and approval.

7. It would be appreciated if you would expedite this escrow as much as possible.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT/gc:

encls: Warrant
Interlocutory Judgment (copy)
Final Order (copy)

cc/encls: Machado, Feeley and Machado
1110 North First Street
San Jose 12, Calif.

cc: Public Works, Right of Way

STATE OF CALIFORNIA
COMMISSIONER
FEB 13 1964
PUBLIC WORKS
RECEIVED

February 7, 1964

Mr. C. J. MacPherson
Business Manager
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport
Parcel No. 3511-32-5
Machado

Dear Mr. MacPherson:

The following information pertains to the above parcel.

- Deed to County recorded on February 4, 1964.
- Property vacated pursuant to Order for Possession.
- Keys to be delivered to Business Management pursuant to agreement.
- Keys attached.
- Construction requires clearance of all improvements by _____.
- Property may be rented until approximately _____.

Your attention is called to the Right of Way Data Sheet for property address, description of improvements purchased and other pertinent data relative to occupancy.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

JAMES H. WHITCOMB

EDH:JHW:

ISSUE

CONTROLLER'S NO. _____

TO THE TREASURER OF THE COUNTY OF SANTA CLARA OR ANY BANK OR BANKER

SAN JOSE, CALIF.

No. 11075

PAY -----Eighty-four and 30/100 Dollars ----- \$ 84.30

TO THE ORDER OF PAUL R. TELLM, Clerk of the Superior Court

PAYABLE FROM FUND NO. 234

COUNTY COUNSEL TRUST FUND

TO THE COUNTY CONTROLLER: DATE NOVEMBER 14 19 63
YOU ARE HEREBY AUTHORIZED TO DRAW YOUR WARRANT IN FAVOR OF THE
COUNTY COUNSEL'S TRUST FUND IN
WHICH DEPOSIT IN LIKE OR GREATER AMOUNT HAS BEEN MADE, FOR
THE AMOUNT OF \$ 84.30 SPENCER M. WILLIAMS
OFFICIAL County Counsel

APPROVED
EDWARD N. GLAESER
COUNTY CONTROLLER

BY _____
NON-NEGOTIABLE
DEPUTY CONTROLLER

ABOVE WARRANT IS IN PAYMENT OF ITEMS LISTED BELOW
PLEASE DETACH THIS VOUCHER OF WARRANT

DATE OF CLAIM	EXPLANATORY	AMOUNT
11/14/63	County vs. Machado SC No. 142967 (Reid-Hillview Airport Expansion) 311-32-1 (Jury Fee Deposit) 465-1P	\$84.30
	TOTAL	\$84.30

IF THIS WARRANT IS NOT CORRECT, RETURN TO THE SANTA CLARA COUNTY CONTROLLER WITHOUT ALTERATION, AND STATE DIFFERENCE

ISSUE

TO THE TREASURER OF THE COUNTY OF SANTA CLARA OR ANY BANK OR BANKER

CONTROLLER'S NO. SAN JOSE, CALIF.

No. 11075

PAY Eighty-four and 30/100 Dollars \$ 84.30

TO THE ORDER OF PAUL R. TELLM, Clerk of the Superior Court

PAYABLE FROM COUNTY COUNSEL TRUST FUND FUND NO. 234

TO THE COUNTY CONTROLLER: YOU ARE HEREBY AUTHORIZED TO DRAW YOUR WARRANT IN FAVOR OF THE ABOVE, FROM THE COUNTY COUNSEL'S TRUST FUND IN WHICH DEPOSIT IN LIKE OR GREATER AMOUNT HAS BEEN MADE, FOR THE AMOUNT OF \$ 84.30 OFFICIAL: SPENCER M. WILLIAMS County Counsel BY: Deputy County Counsel

APPROVED EDWARD N. GLAESER COUNTY CONTROLLER BY: NON-NEGOTIABLE DEPUTY CONTROLLER

Table with columns: DATE OF CLAIM, ABOVE WARRANT IS IN PAYMENT OF ITEMS LISTED BELOW, EXPLANATORY, PLEASE DETACH THIS VOUCHER OF WARRANT AMOUNT. Row 1: 11/14/63, County vs. Machado SC No. 142967 (Reid-Hillview Airport Expansion) (Jury Fee Deposit), \$84.30. Row 2: TOTAL, \$84.30.

Handwritten: 465-1P

IF THIS WARRANT IS NOT CORRECT, RETURN TO THE SANTA CLARA COUNTY CONTROLLER WITHOUT ALTERATION, AND STATE DIFFERENCE

July 22, 1963

Mr. Floyd Clevenger
2363 Pruneridge Avenue
Santa Clara, California

Subject: Reid-Hillview Airport

Dear Mr. Clevenger:

As per our telephone conversation, enclosed is Title Insurance and Trust Company's preliminary report No. 240589, concerning the parcel of land vested in the name of Julia Machado. This 20 acre \pm parcel located on the northwesterly line of Cunningham Avenue is required in connection with the improvement to the Reid-Hillview Airport.

We are informed by County Counsel that a pre-trial conference is set for a date approximately two weeks from today and that a trial date will probably be set for September or early October. As of this date it is reasonable to assume that this case will probably go to trial, and therefore your report should be suitable for this purpose.

Reference is made to our Appraiser-County Policy letter dated early in 1962 in your file. Fees for your appraisal, pre-trial conferences and attendance in court, will be at the agreed-on rate for days or fractions thereof.

Very truly yours,

JAMES T. POTT
Assistant Director

JTP:FBS:o's

Enclosure

EXHIBIT "K"

All that certain real property situate in the County of Santa Clara, State of California, described as follows:

Beginning at the Northwest corner of Lot 10 shown upon that certain map entitled, "Map of Subdivision of the Millerton Tract", recorded February 26, 1936, in Book 8 of Maps, page 57, Santa Clara County records; thence Easterly along the Northernly line of Lots 10 and 11 as shown on said Map to the Northeast corner of Lot 11; thence Southerly along the Easterly line of Lot 11 45.00 feet; thence leaving said Easterly line of Lot 11 and proceeding Westerly along a line parallel to the Northernly line of Lots 10 and 11 to a point in the Westerly line of Lot 10; thence Northernly along the Westerly line of Lot 10 to the point of beginning. The here-in described lands being the most Northernly 45.00 ft. of said lots 10 & 11.

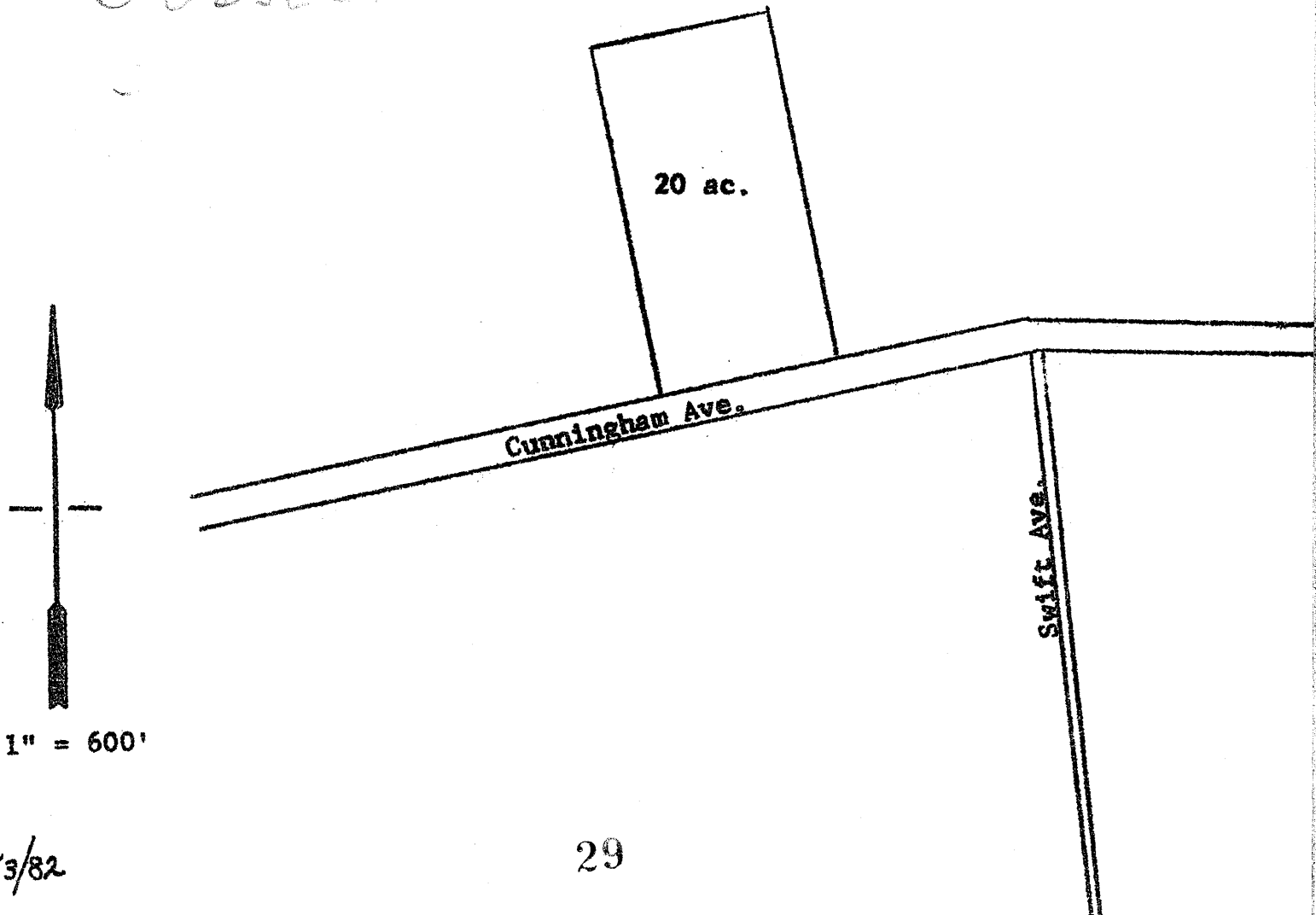
This parcel of land contains 0.430 acres more or less.

SALES DATA

#4

GRANTOR: Manuel Freitas, etux
 GRANTEE: Julia Machado
 BOOK: #4959, Page 77, File No. 1896516
 I. R. S. \$58.85 DATE OF SALE: 10/24/60
 SALE PRICE: \$53,500.00 TERMS: DT \$35,000.
 ZONING: "A" County
 LAND AREA: 20 acres
 UNIT VALUE: \$2,675/ac
 COMMENTS: Single family residence - outbuilding no value -
 presently used as pasture. In flight pattern
 Reid's Hillview Airport.

SALE OF
 SUBJECT

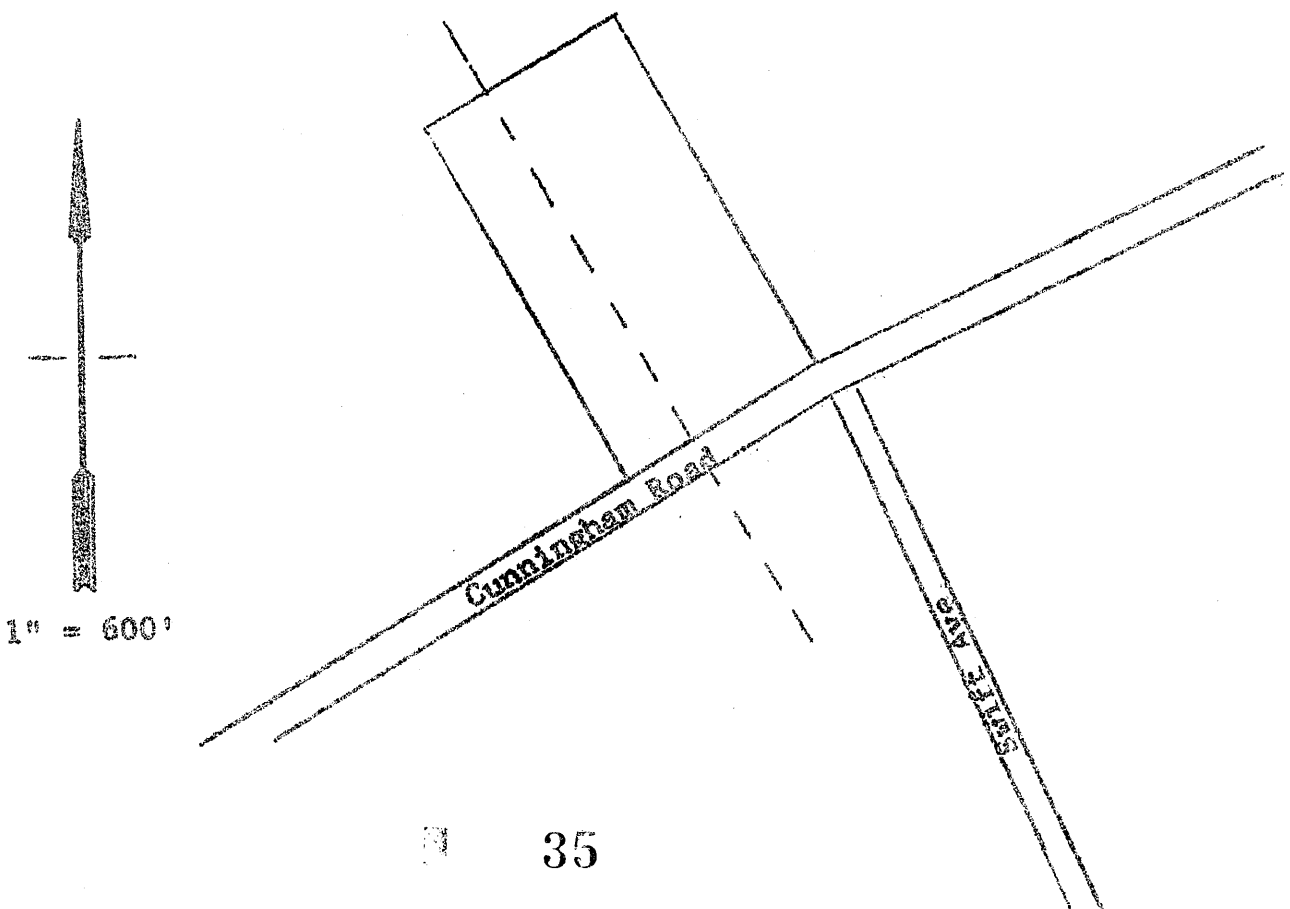


13/82

SALES DATA

#10

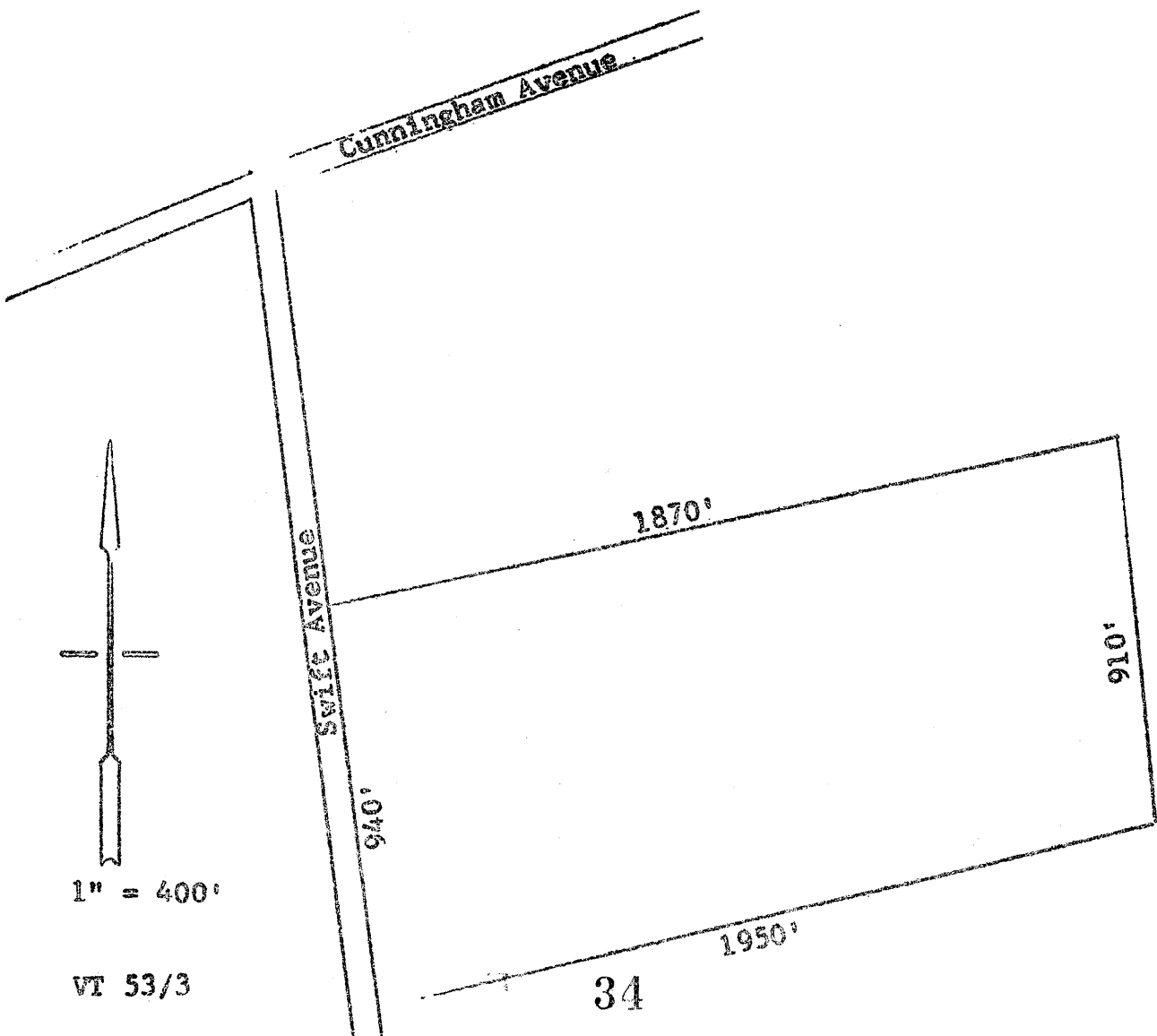
GRANTOR: EPE Company, a partnership
GRANTEE: Moore Thomas Nakashima
BOOK: #4149, Page 686, File No. 1633462
I. R. S. \$72.05 DATE OF SALE: 5/18/59
SALE PRICE: \$65,500.00
ZONING: R-1 San Jose
LAND AREA: 20 acres
UNIT VALUE: \$3,275/ac
CONFIRMED: Mr. Garrison 10/4/60
COMMENTS: This property is in flight pattern (Reid's)
and has power lines running through it.



SALES DATA

#9

GRANTOR: M. Silva, etux
GRANTEE: Tony M. Lawrence & Clara Lawrence
ZONING: R-1
BOOK: #4402, Page 584, File No. 1625348
I. R. S. \$176.00 DATE OF SALE: 5/1/59
SALE PRICE: \$160,000.00
LAND AREA: 40 acres
UNIT VALUE: \$4,000/ac
CONFIRMED: Tony Lawrence



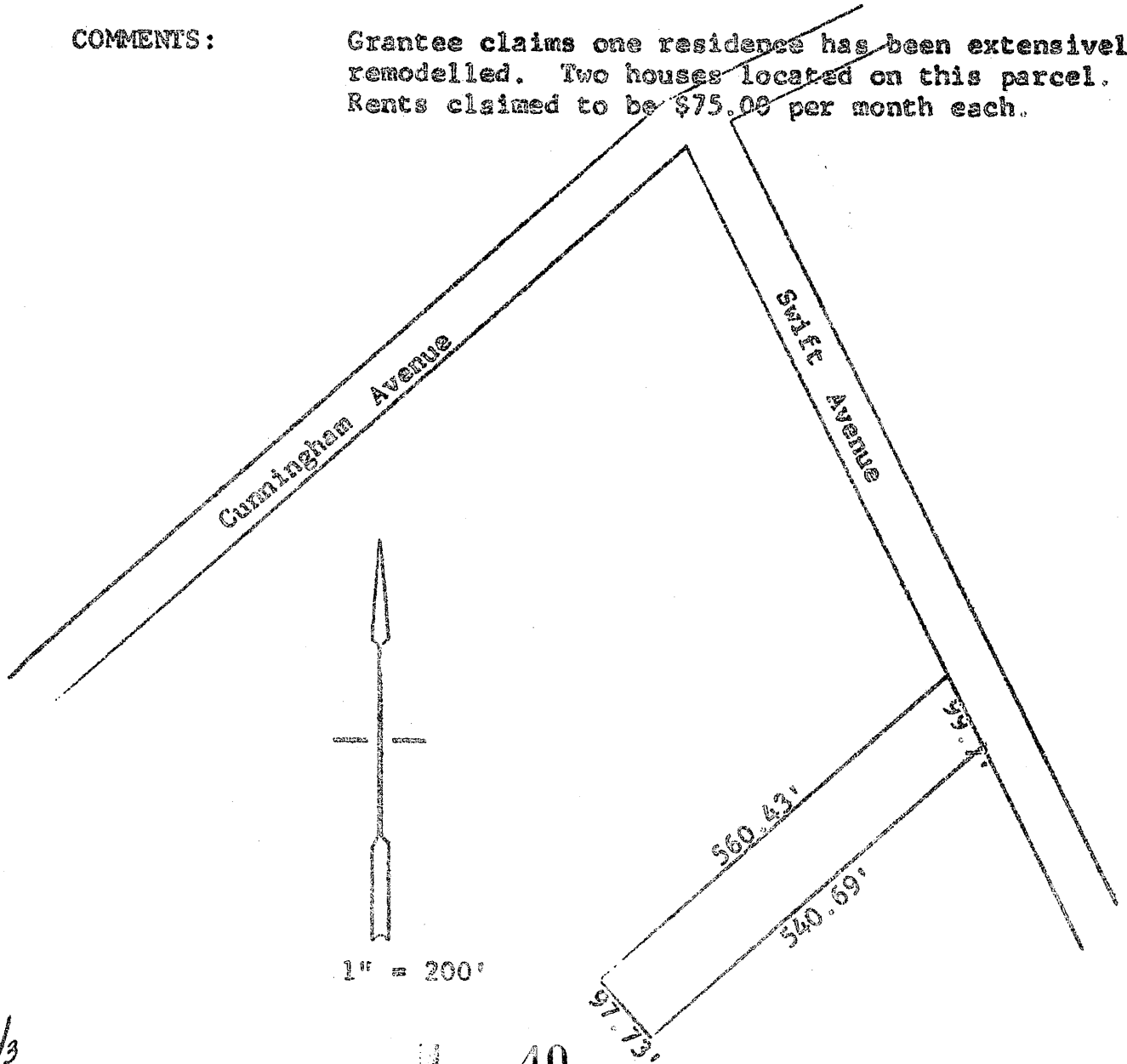
1" = 400'

VT 53/3

34

GRANTOR: Leandro Hernandez, etux
 GRANTEE: Senovio R. Munoz
 ZONING: R-1
 BOOK: #5157, Page 186, File No. 1992594
 I. R. S. \$4.40 DATE OF SALE: 5/4/61
 SALE PRICE: \$12,100.00
 LAND AREA: 1.168 acres
 UNIT VALUE: \$6,850/ac
 CONFIRMED: Mr. Munoz, 11/10/61
 COMMENTS:

Grantee claims one residence has been extensively remodelled. Two houses located on this parcel. Rents claimed to be \$75.00 per month each.

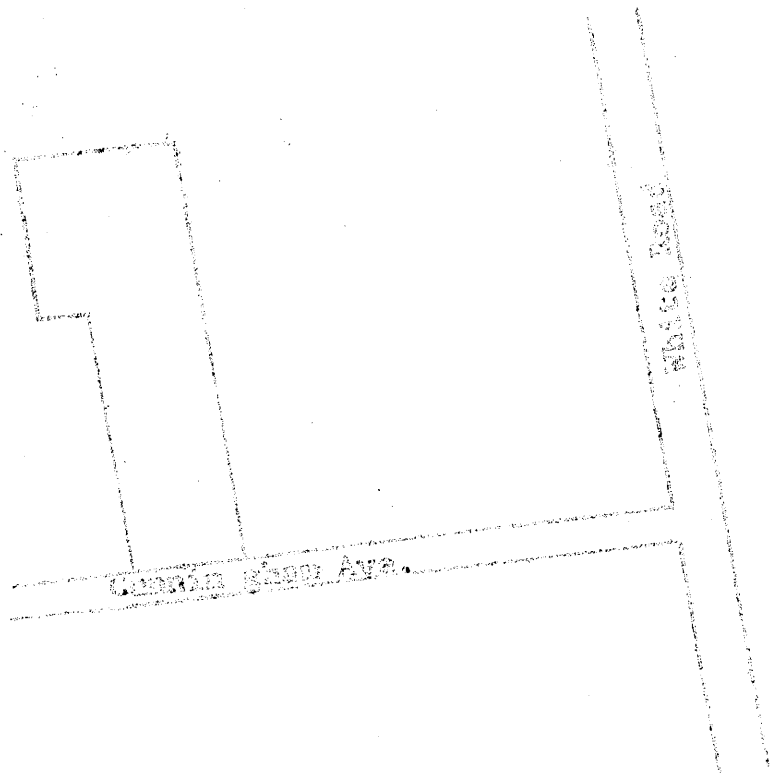


VT 53/3

SALE OF COMPARABLE PROPERTY

77

GRANTOR: Iris E. Grijalan, et ux
GRANTEE: Harry Mack, et ux
BOOK: #4620, Page 230, File No. 1730967
I. R. S. \$66.55
DATE OF SALE: 11/30/59
SALE PRICE: \$60,500.00
TERMS: DE \$42,785.00
COMMENTS: No improvements, used as pasture 2/26/61
LAND AREA: 10.31 acres
UNIT VALUE: \$6,000/ac ±
ZONING: "A" County

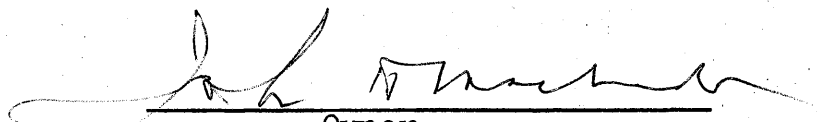


April 20, 1963

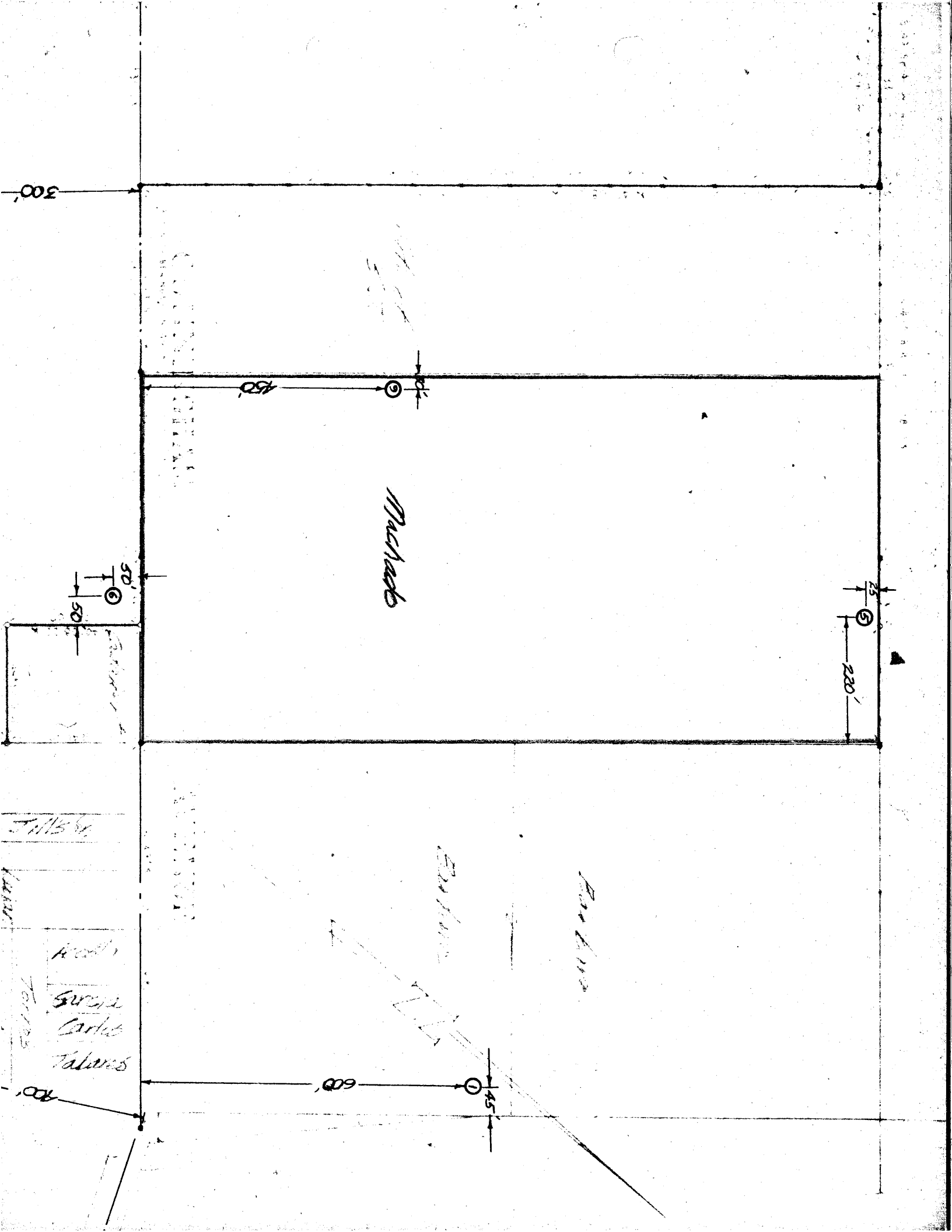
TEMPORARY RIGHT-OF-ENTRY

Permission is hereby granted to the County of Santa Clara or its authorized agents to enter upon the Owner's property for the purpose of drilling test borings in the approximate area as shown outlined on the attached sketch of the property. It is understood that all due care will be exercised in the drilling operations, and the property will be left in substantially the same condition as existed at time of entry.

It is understood and agreed that for consideration of the temporary right-of-entry the County will provide the Owner with a copy of the findings relating to the Owner's property and the location of the borings. In the event of any damage, permission to enter is granted only on the understanding that the County will recompense the Owner to the extent of physical damages to the property, also including damage to any crops thereon.



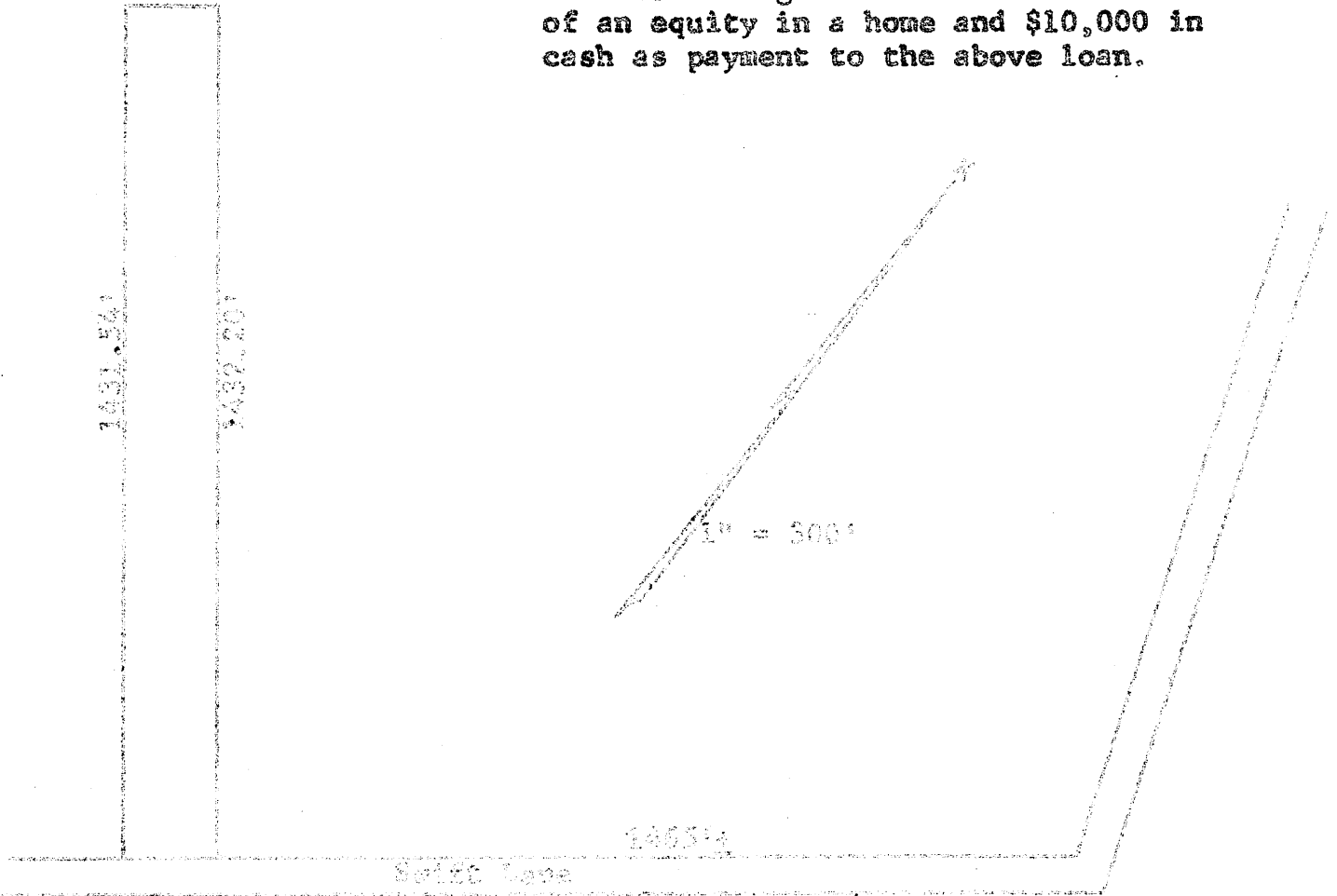
Owner



SALES DATA

#1

GRANTOR: Ben Canille, Jr., etux (CL 1-4052)
 GRANTEE: Roy Gilmore, etux
 BOOK: #3486, Page 693, File No. 2150744
 I. R. S. \$25.85 DATE OF SALE: 3/2/62
 ZONING: R-1 San Jose
 SALE PRICE: \$35,000. TERMS: DT Assumed \$12,000.
 LAND AREA: 5.105 acres
 UNIT VALUE \$7,000/ac
 CONFIRMED: Mr. Koreski, Broker of Regency Realty
 5/24/62
 COMMENTS: Old house included in sale, 3 bedroom.
 No value assigned. There was a trade
 of an equity in a home and \$10,000 in
 cash as payment to the above loan.

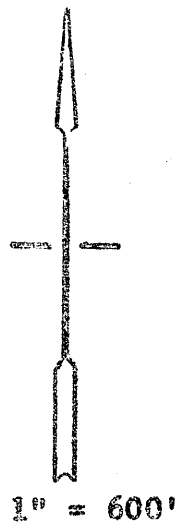
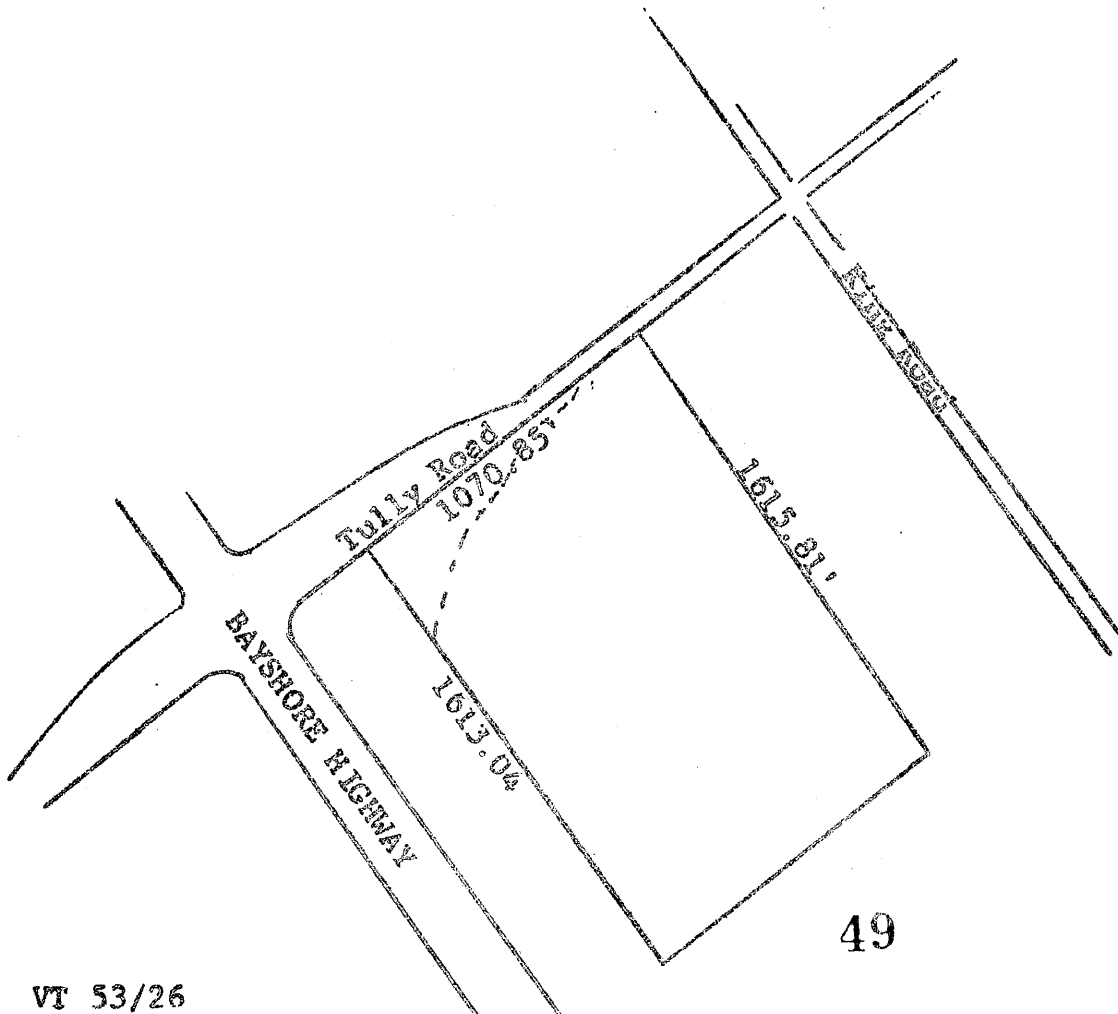


VT 53/4A

SALES DATA

#24

GRANTOR: E. Laninni, etal
 GRANTEE: Guardian Capitol Corporation
 BOOK: #5510, Page 160, File No. 2162006
 I. R. S. \$271.15 DATE OF SALE: 3/22/62
 SALE PRICE: \$250,000.00 ±
 LAND AREA: 39.68 acres
 ZONING: A-2H & R-1 AB 3
 UNIT VALUE: \$6,300/ac
 CONFIRMED: Mr. Laninni 2/6/62
 COMMENTS: This property was optioned in 1959 and Branden paid \$10,000/yr. to comply with the terms of the option. Stenson indicated that the Branden organization intended to develop this R-1. Branden sold state's requirements for Tully interchange for approx. \$8,000/ac.



Machado

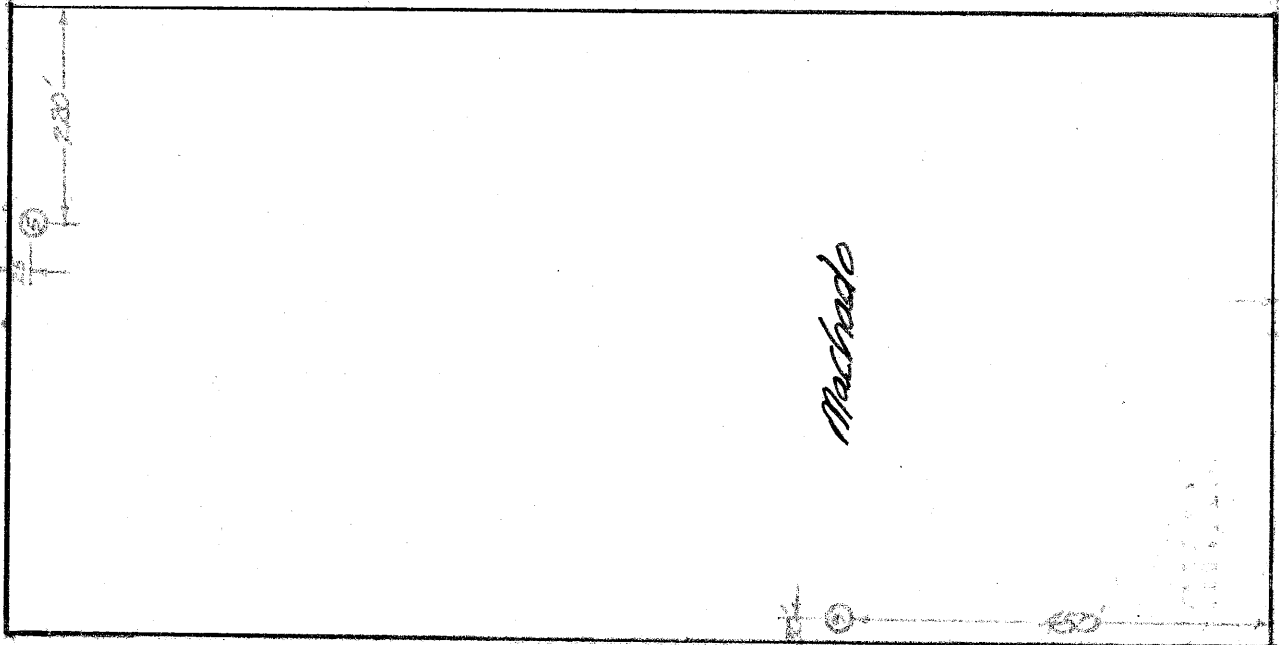
April 20, 1963

TEMPORARY RIGHT-OF-ENTRY

Permission is hereby granted to the County of Santa Clara or its authorized agents to enter upon the Owner's property for the purpose of drilling test borings in the approximate area as shown outlined on the attached sketch of the property. It is understood that all due care will be exercised in the drilling operations, and the property will be left in substantially the same condition as existed at time of entry.

It is understood and agreed that for consideration of the temporary right-of-entry the County will provide the Owner with a copy of the findings relating to the Owner's property and the location of the borings. In the event of any damage, permission to enter is granted only on the understanding that the County will recompense the Owner to the extent of physical damages to the property, also including damage to any crops thereon.

Owner



Machado

230'

1

2

2

1

2

100

200

100'

100'

100'

100'

100'

100'



EXHIBIT "A"

All that certain real property situated in the County of Santa Clara, State of California, described as follows:

Beginning at the Northwesterly corner of Lot 10 shown upon the certain map entitled, "Map of the Division of the Fillmore Tract", recorded February 22, 1903, in Book 3 of Maps, page 57, Santa Clara County Records; thence Easterly along the Northernly line of Lots 10 and 11 as shown on said map to the Northeast corner of Lot 11; thence Southerly along the Easterly line of Lot 11 65.00 feet; thence leaving said Easterly line of Lot 11 and proceeding Westerly along a line parallel to the Northernly line of Lots 10 and 11 to a point in the Westerly line of Lot 10; thence Northernly along the Northernly line of Lot 10 to the point of beginning. The herein described lands being therein and hereafter of said Lots 10 & 11.

This parcel of land contains 0.420 acres more or less.

PROOF OF SERVICE

I am and was at the time of the service of the summons,
complaint and lis pendens attached hereto, a citizen of
the United States, over the age of eighteen years, and not a party
to the within entitled action.

I personally served the attached summons, complaint
and lis pendens
on the herein named defendants, whom deponent knew to be the
persons named in the said documents by
delivering to and leaving with _____ said defendant s
personally, at the place hereinafter set forth in the State of
California, County of Santa Clara, and at the time set
opposite their respective names, a copy of said summons
attached to a copy of the complaint referred to in said summons.

Name of Defendants Served	Place Where Served	Date of Service
<u>Edwiges Lozano Torres</u>	<u>San Jose, Calif.</u>	<u>10-17-63</u>
<u>Amelia Torres</u>	<u>San Jose, Calif.</u>	<u>10-14-63</u>

I declare under penalty of perjury that the foregoing is
true and correct. Executed on November 13, 1963, at _____
San Jose, California.

Philip J. Cronin

PROOF OF SERVICE

I am and was at the time of the service of the summons complaint and lis pendens attached hereto, a citizen of the United States, over the age of eighteen years, and not a party to the within entitled action.

I personally served the attached summons, complaint and lis pendens on the herein named defendant ____, whom deponent knew to be the person__ named in the said documents by delivering to and leaving with _____ said defendant personally, at the place hereinafter set forth in the State of California, County of Santa Clara, and at the time set opposite his respective name__, a copy of said summons attached to a copy of the complaint referred to in said summons.

<u>Name of Defendants Served</u>	<u>Place Where Served</u>	<u>Date of Service</u>
<u>R. L. Atkinson, Assistant Secretary, City Title Insurance Company, who stated that he was a duly authorized and appointed officer of said company and accepted service</u>	<u>San Jose</u>	<u>11-12-63</u>

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 13, 1963, at San Jose, California.

3 South 7 chree

18
Taken By Bruce Thompson
on 7/12/63

CRUTCHER
(Rothmann)

Reid Hillview
Crutcher
3511-14-18
TI 240596

CERTIFICATE OF ACCEPTANCE
(GOVERNMENT CODE SECTION 27281)

BOOK 6459 PAGE 313

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 5th day of March 1964.

By: James J. Hill
Acting Director of Public Works
County of Santa Clara

JRK:o's

2606303 APR 10 64

I.R.S.

Grant Deed Individual

2608203
BOOK 6459 PAGE 312

WM. J. CRUTCHER and FLORENCE O. CRUTCHER,
his wife,

Recorded at the request of
Title Insurance and Trust Company
APR 10 1964
PAUL J. THILM, Recorder,
Santa Clara County, Official Recorder

the first parties, hereby GRANT TO the

COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA

the second party all that real property situated in the
City of San Jose

County of Santa Clara, State of California, described as follows:

JH

Above space for Recorder

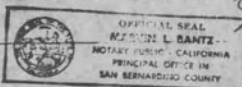
BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South 28° 44' East 90.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South 49° 51' West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North 40° 09' West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North 49° 51' East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

WITNESS Our hand this Seventh day of February, 1964

Wm. J. Crutcher
WM. J. CRUTCHER
Florence O. Crutcher
FLORENCE O. CRUTCHER

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
On this 7th day of February, 1964, before me, Marwin L. Bantz
a Notary Public in and for said County and State, personally appeared Wm. J. Crutcher and Florence O. Crutcher

he the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same known to me to



Marwin L. Bantz
Notary Public
My Commission Expires Oct. 17, 1967

2608203 APR 10 64



TO 444 C

(Attorney in Fact)

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On June 17, 1964

BOOK 6551 PAGE 462

(T)

signed, a Notary Public in and for said State, personally appeared
AMELIA TORRES before me, the under

known to me to be the person whose name is
subscribed to the within instrument, as the Attorney in fact of
EDWIGES LOZANO TORRES

and acknowledged to me that she subscribed the name of
principal, and her own name as Attorney in fact,
WITNESS my hand and official seal,
Signature G.W. Hale

G.W. HALE

Name (Typed or Printed)
Notary Public in and for said State

24

STAPLE HERE

2652055 JUN 22 64

I.R.S.

Grant Deed Individual

EDWIGES LOZANO TORRES and AMELIA TORRES,
his wife

the first part ies , hereby GRANT TO

SANTA CLARA COUNTY

the second part y , all that real property situated in the

County of Santa Clara, State of California, described as follows:

Above space for Recorder

Application No. 240583

A

EXHIBIT A

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled, "Map of Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57, and more particularly described as follows:

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 158.77 feet from the point of intersection of said center line of Swift Avenue with the centerline of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinabove referred to; thence running along said center line of Swift Avenue South 28° 44' East 64.76 feet to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemio Castro, et ux, by Deed recorded January 12, 1951 in Book 2132 of Official Records, page 540, Santa Clara County Records, thence leaving said line of Swift Avenue and running along the Northwesterly line of said Castro Parcel South 49° 51' West 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinabove referred to; thence along said dividing line North 40° 09' West 63.48 feet to a point in said dividing line which bears South 40° 08' East 165.16 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue hereinabove referred to; thence parallel with the said center line of Cunningham Avenue North 49° 51' East 349.44 feet to the point of beginning.

WITNESS hand this day of , 19
Signed and delivered
in the presence of: _____

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this day of , 19 , before me,
a Notary Public in and for said County and State, personally appeared

be the person whose name subscribed to the foregoing instrument, and acknowledged to me that known to me to executed the same.

Notary Public

CERTIFICATE OF ACCEPTANCE
(GOVERNMENT CODE SECTION 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 16th day of June 1964.

By: James F. Bell
~~acting~~ Director of Public Works
County of Santa Clara

JRK:o's

24

2652055
Application No. 240583 ew

BOOK 6551 PAGE 461
2652055

I.R.S.
\$7.15



Grant Deed Individual

EDWIGES LOZANO TORRES and AMELIA TORRES,
his wife, joint tenants,

the first part i.e.s, hereby GRANT TO
the COUNTY OF SANTA CLARA, STATE OF
CALIFORNIA

the second part y, all that real property situated in the

County of Santa Clara, State of California, described as follows:

BOOK 6551 PAGE 461
Received at the request of
Title Insurance and Trust Company
JUN 22 1964
PAUL R. TEILH, Recorder
Santa Clara County, Official Use
Above space for Recorder

DA

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled "Map of Subdivision of the Fillmore Tract" which Map was recorded February 14, 1888 in the Office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57, and more particularly described as follows:

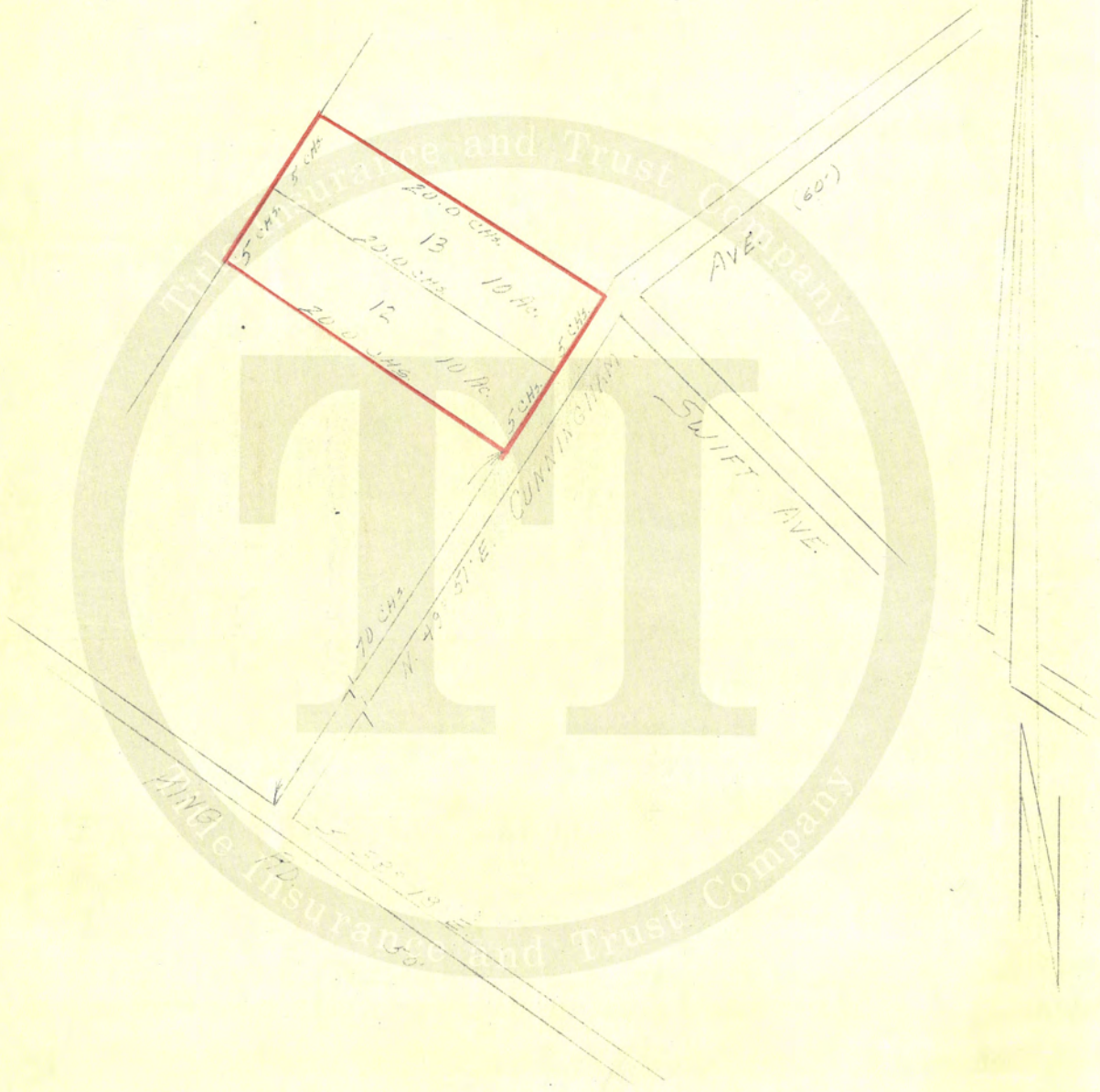
BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon S. 28° 44' E. 158.77 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 50 feet wide, as said Avenues are shown upon the recorded Map hereinafter referred to; thence running along said center line of Swift Avenue S. 28° 44' E. 64.76 feet; to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemo Castro, et ux, by Deed recorded January 12, 1951 in Book 2132, page 540 Official Records; thence leaving said center line of Swift Avenue and running along the Northwesterly line of said Castro parcel S. 49° 51' W. 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinafter referred to; thence along said dividing line N. 40° 09' W. 63.48 feet to a point in said dividing line which bears S. 40° 09' E. 165.15 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue, hereinabove referred to; thence parallel with the said center line of Cunningham Avenue N. 49° 51' E. 349.44 feet to the point of beginning.



WITNESS OUR hand S this 17th

day of June 19 64.

Edwiges Lozano Torres
EDWIGES LOZANO TORRES
By his Attorney in Fact:
Amelia Torres
AMELIA TORRES
Amelia Torres
AMELIA TORRES



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

Exhibit B

**LEASE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
SAN MARTIN AVIATION**

This Lease Agreement (“Lease”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Lessor”) and San Martin Aviation, a California Corporation (“Lessee”), effective as of December 12, 2020 (the “Effective Date”).

RECITALS

- A. COUNTY is the owner of San Martin Airport (“Airport”).
- B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the Airport located at 13025 Murphy Avenue, San Martin California for the purpose of engaging in certain Commercial Aeronautical Activities, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.
- C. California Government Code § 25536 authorizes the Board of Supervisors, upon a four-fifths vote, to enter into leases devoted to airport purposes, without complying with otherwise applicable competitive bidding requirements.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LESSEE agree to the foregoing and as follows:

1. Premises

COUNTY agrees to lease to LESSEE and LESSEE agrees to lease from COUNTY the Premises, subject to the terms and conditions of this Lease.

1.1 The Premises consists of the following:

- 1.1.1 Land space of approximately 2 acres that consists of a commercial hangar and office space, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A;
- 1.1.2 Approximately 1,500 square feet of land adjacent to the fuel ramp for the storage of aircraft refueling vehicles, shown as Area 2 on Exhibit A. The Lessor reserves the right to modify, with (10) days written notice to Lessee, the location for aircraft refueling vehicle storage area depicted as Area 2 to

Approved: 1/1/17/2020

another suitable location due to construction, maintenance, or for other reasonable cause;

1.1.3 Four (4) additional tiedowns as shown on Exhibit A, Area 3 and Area 4. The Lessor reserves the right to temporarily modify, with (10) days written notice to Lessee, the location of the (4) tiedowns to another suitable location due to construction, maintenance, or for other reasonable cause.

2. Term

- 2.1 The term of this Agreement is for seven years and twenty days, commencing on December 12, 2020 and ending on December 31, 2027. (“Term”).
- 2.2 Provided Lessee submits a written renewal notice to the County at least 180 days prior to the expiration of each term, the lease may be extended by up to three (3) additional one-year terms by written mutual agreement of the parties and the County Roads and Airport Director shall be delegated authority to grant the extensions.
- 2.3 Any renewal term shall be based on the same terms, covenants and conditions provided in this Lease, except for modifications mutually agreed upon in writing by both parties.

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **Six-Thousand Dollars (\$6,000)** due and payable in advance on the first day of each month of the Term.
- 3.2 Beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same. The annual CPI escalation shall not exceed 2.5%.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

3.4 A Security Deposit of **Six-Thousand Dollars (\$6,000)** shall be payable by Lessee upon full execution of this Lease as security for the return of the Premises at the expiration of the term of the Lease in as good condition as when Lessee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Lease. The Security Deposit may also be used in the event of termination of this Lease to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Lease without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.

3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time-to-time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Lessee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full.

3.6 Other Fee

Lessee shall pay Lessor the following fees in addition to Monthly Rent

3.6.1 10% of automobile rental revenue.

3.6.2 10% of any rent received from non-aviation subtenants who shall be approved by Lessor.

Lessor may perform a quarterly audit of Lessee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Lessee shall bear the audit expenses.

4. Use of Premises

4.1 This Lease grants Lessee the right and privilege to use the Premises for the purpose of operating a Fixed Based Operation (FBO) and shall be restricted to the uses listed herein ("Permitted Uses" or "Commercial Aeronautical Activities"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole but reasonable discretion of County.

- 4.1.1 Throughout the term of this Lease, Lessee agrees that Lessee shall use the premises to provide the following Commercial Aeronautical Activities. Lessee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent, which consent shall not be withheld within the sole but reasonable discretion of County.

Aircraft Maintenance and Repair;

- a) Aircraft Ramp Services;
- b) Tiedown Rental Management;
- c) Pilot Amenities and Facilities;
This shall include customary accommodations for the convenience of Airport users, such as a pilot lounge equipped with vending machines for food and beverages, study area for student pilots, appropriate furniture for quiet resting and reading, and informational services.
- d) Aircraft Recovery and Removal;
Removal from the Airport Operations Area of disabled aircraft. Lessee shall perform such removal services as needed. As used in this lease agreement, "Airport Operations Area" shall mean those portions of the Airport provided and made available by Lessor for aircraft and airport related operations, and shall include aircraft runways, taxiways, ramps, aprons and parking spaces which are not leased by Lessee or any other tenant on the Airport; and
- e) Aircraft Fueling.

- 4.1.2 Throughout the term of this Lease, Lessee shall use the Premises to provide the services listed in this section. These services may be subcontracted to a secondary service provider with written consent of the County.

- a) Aircraft Rental;
- b) Pilot Training; and
- c) Ground School for Flight Training.

- 4.1.3 The following services may be provided by the Lessee or a secondary service provider. Use of a secondary service provider shall require written approval of the County:

- a) Aircraft Washing & Detailing;
- b) Aircraft Upholstery;
- c) Sale and/or Lease of New and Used Aircraft;

- d) Sale of New and/or Used Aircraft Parts, Supplies, Instruments and Accessories Avionics;
- e) Special Flight Services including Aerial Sightseeing, Aerial Advertising and Aerial Photography;
- f) Air Taxi/Charter;
- g) Vehicular Rental

4.1.4 To the extent required by applicable Laws, Lessee shall employ sufficient personnel who are appropriately rated by the Federal Aviation Administration (“FAA”) for the work being performed and who hold airframe, power plant, or aircraft inspection ratings.

4.1.5 If Lessee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.1.6 Fueling Facility

Lessee is authorized to operate the aviation fueling facility at the Airport under a separate Fueling Permit. Lessee shall at all times have the appropriate aviation fuels, as determined by the County and Lessee, available for sale and shall be solely responsible for the safe operation of the fueling facility and for procuring fuel for operation of the fuel facility.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Lessee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Lessee’s services.

4.3 Business Hours.

Except during reasonable periods for repairing, cleaning, decorating and planned closures (i.e. vacations, training, etc.), planned closures shall require prior written authorization of the Lessor. Lessee shall keep the Premises open for business during the days and hours listed below. During all operational hours, Lessee shall have at the Premises adequate and competent personnel necessary for the operation of Lessee’s business.

4.3.1 Minimum business hours shall be Monday through Friday 9:00 A.M. to 5:00 P.M, Saturday 9:00 A.M. to 4:00 P.M.provided however, the aircraft maintenance and repair shall be entitled to set its business hours and days in Lessee’s reasonable discretion

4.3.2 During non-operating hours, Lessee shall post or make otherwise known a telephone number or other contact provisions to permit an emergency call out.

4.3.3 Lessee is authorized to close during all County-recognized holidays.

4.4 Identification and Periodic Reporting of Stored Aircraft

Lessee shall, at all times, maintain a current list of all aircraft permanently based, hangered, either inside or outside the Premises (excluding such other areas of the Airport which are not part of the Premises), and containing for each aircraft the name and address of the aircraft owner, the aircraft type (make, model, year, if known), and the aircraft registration number. Starting in January 2021, the Lessee shall provide the County with a copy of such a list on the first day of every other month, and at any other time the County reasonably requests same.

4.5 Accident Reports

Lessee agrees to report any accidents at the Airport, including but not limited to, involving Lessee, or Lessee's guests which occur at the Airport to the Lessor in writing within 24 hours of Lessee's learning of such. Lessee is also responsible for notifying any federal, state or local authorities, as required by law.

4.6 Airport Access and Security

Security of the Premises must be maintained at all times. Lessee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Lessee shall ensure the control of all movement of Lessee's operations and those of their guests/customers, including all deliveries. Lessee shall escort all guests, vendors and delivery personnel at all times. Lessee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the Premises shall be controlled by the Lessee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Lessee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of Lessor.

4.7 Compliance with Laws.

The use of the Premises by Lessee and this Lease shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all

instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Lease shall (otherwise expand Lessee's obligations under this Lease, including but not limited to, Lessee's financial obligations.

4.8 Nonexclusive Rights

Lessee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this lease. Nothing in this Lease shall be construed to grant to Lessee any exclusive right to conduct any aeronautical activity at the Airport except of for the Premises.

5. Expenses

Lessee shall pay for all expenses related to Lessee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Lessee to the extent necessary to establish accounts in Lessee's name to facilitate Lessee's payment of expenses.

6. Indemnification and Insurance

Lessee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

LESSEE accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental or any other condition of the Premises including improvements, facilities or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Lessee that the Premises have not undergone inspection by a certified access

specialist (“CASp”). As required by Section 1938(e) of the California Civil Code, County also states that:

“A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Lessee agree that any CASp inspection elected to be conducted by Lessee shall be done at Lessee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this Lease shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Lease, Lessee shall immediately vacate the Premises and remove all personal property to which Lessee or Lessee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Lessee’s use of the Premises. Should Lessee or Lessee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Lessee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Lessee or any of the Lessee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Lessee and the Lessee Affiliates represent, warrant and agree that at all times, including after termination of this Lease, Lessee and the Lessee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Lessee or Lessee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous,

toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Lessee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under or about any portion of the interior or exterior of the Premises or the Property (“Use”) without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Lessee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Lessee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Lessee is at all times solely responsible and liable for such Use. Lessee warrants and represents that in all events such Use will be at all times, at Lessee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the

"Environmental Laws"). Lessee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld in County's sole discretion. Lessee shall not be entitled nor permitted to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Lessee is in compliance with this Section 7 or to determine if Hazardous Materials are present in, on or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Lessee, if Lessee or any of the Lessee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Lessee's and Lessee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Lessee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Lessee shall be solely responsible for all liability in connection therewith. Lessor hereby consents to the use by Lessee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Lessee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Lessee's Environmental Obligations.

Lessee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Lessee knows or reasonably should know of such Release. Lessee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation,

preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Lessee or the Lessee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Lessee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Lessee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining County's prior written consent. Lessee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Lessee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Lessee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner so as to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Lessee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Lessee or the Lessee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Lessee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Lessee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or

indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Lessee with any or all Environmental Laws shall excuse Lessee from its obligations of indemnification pursuant hereto. Lessee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Lessee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Lessee. Lessee shall, protect, indemnify, defend (with counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Lessee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Lessee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.
- 7.3.6 Phase 1 Environmental Review
County and Lessee acknowledge that Lessee has been provided a copy of a Phase 1 Environmental Site Assessment (Phase 1) completed by KMEA that includes the Premises. County recognizes that the site

conditions identified in the Phase 1 predate Lessee's occupancy of the Premises. The provisions of this Section 7 applicable to Lessee shall not apply with regard to those site conditions identified in the Phase 1.

8. Repairs and Maintenance

- 8.1 Lessee's Repairs and Maintenance Obligations. Except for and subject to the Lessor's responsibilities as set forth in Section 12, Lessee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Lease, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Lessee and/or Lessee Affiliates or visitors, and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Lessee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Lessee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Lessee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Lessee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.
- 8.2 If Lessee refuses or neglects to repair and maintain the Premises properly as required by this Lease and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Lessee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Lessee for any loss or damage that may accrue to Lessee's property or to Lessee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Lessee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Lessee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Lessee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

9.1 Lessee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Lease, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Lessee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.

9.2 Lessee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Lessee or Lessee's officers, agents, employees, contractors, invitees or licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Lessee shall be responsible for the repair and restoration of its improvements, alterations and Lessee's property. If County elects not to restore or replace the Premises or portion thereof, Lessee or County may elect to terminate this Lease. Unless this Lease is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Lessee or any of the Lessee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Lessee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Lessee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

- 12.1.2 Monitor and report all safety concerns to County.
- 12.1.3 Keep Premises open during normal business hours.
- 12.1.4 Make available after-hours phone number for emergency issues that occur onsite and require Lessee's attention.
- 12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.
- 12.1.6 Maintain at least one restroom that is open to the public during business hours; provided however, and notwithstanding anything to the contrary in this Lease, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Lessee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Lessee or the employees, agents, or contractors of Lessee. Lessee shall perform the items designated as the responsibility of the Lessee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Lessee's responsibility, at Lessee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Lessee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Lessee shall be responsible for its cleaning and upkeep.

County and Lessee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Lessee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Janitorial services for and general upkeep of restrooms including restroom supplies.

- c) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- d) Interior light lamps (light bulbs).
- e) Fixed Base Operator signs and directories.
- f) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- g) Interior locks.
- h) Hot water heater and refrigeration units.
- i) Common areas to be kept free and clear of debris.
- j) Landscaping
- k) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- l) Interior fire extinguishers
- m) Telephone system
- n) Internet
- o) Communication and information technology
- p) Graffiti Abatement
- q) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 Lessor Responsibilities

- a) Exterior lighting, including wiring and light fixtures.
- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Radio and Weather Equipment

- h) Above ground fuel storage system and associated components
- i) Termite and rodent infestation control
- j) Mold Remediation
- k) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Lessee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Lessee's and Lessee Affiliates' use of the Premises and/or Lessee's failure to perform any covenant or obligation of Lessee under this Lease. Lessee agrees that the obligations of Lessee herein shall survive the expiration or earlier termination of this Lease.

13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Lessee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sublessees, subtenants, guests, invitees or occupants of the Premises. Lessee shall not, in any event or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.

13.3 Notwithstanding any provision to the contrary contained in this Lease, at no time shall County be responsible or liable to the Lessee or the Lessee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Lease including but not limited to Section 7 of this Lease, at no time shall Lessee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Lessee of its obligations under this Lease, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Lease.

14. Assignment and Subletting

14.1 Lessee shall not assign, sublet, license or otherwise transfer or encumber all or any part or Lessee's interest in this Lease, the Premises or the Property without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment, sublease or other transfer without Lessor's consent shall be void and of no force and effect, and shall, at the Lessors election, constitute an event of default hereunder.

14.2 Lessee shall submit the proposed written agreement between Lessee and the sublessee to County for review and evaluation. County may require that an application be completed and all relevant and applicable information relating to the requested sublease be provided to County for review and evaluation.

14.3 Sublessee may not occupy the Premises before County consents to the sublease in writing.

15. Quiet Enjoyment

So long as Lessee successfully complies at all times with all terms and conditions of this Lease, including the timely payment of all Rent, costs and fees when due, Lessee will be entitled to quiet enjoyment of the Premises.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times. .

17. Default and Remedies/Termination

In addition to any other right to terminate this Lease, any of the following events or occurrences shall constitute a material breach of this Lease by Lessee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach,

at which time County may terminate this Lease and shall have all remedies available at law or in equity:

- 17.1. The failure by Lessee to make any timely payment required by this Lease in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Lessee to observe or perform any covenant, condition or provision of this Lease when such failure continues beyond thirty (30) days after County gives Lessee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Lessee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Lessee is or will be unable to satisfactorily comply with any term or condition of this Lease, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);
- 17.3. Any attempted conveyance, assignment, mortgage or subletting of any or all of this Lease, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Lessee of any applicable law, rule or regulation with respect to Lessee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Lease; intentional violation of any applicable law, rule or regulation by Lessee shall have no cure period.
- 17.5. Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Lessee without County's prior written consent (after Lessee's notice and opportunity to cure); or the dispossession of Lessee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Lessee's failure to comply with any term, condition or provision of the Lease, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy,

unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.

- 17.8. Lessee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Lessee or its guests without any liability whatsoever to County.

18. Audit

Lessee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Lessee's use of the Premises, compliance with the Lease terms, Improvements, Lessee improvements and Tax Expenses. Such books and records shall be kept at the location where Lessee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through any accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Lessee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Lessee in the accounting of such expenses.

19. Taxes

19.1 Lessee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Lessee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Lease Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement district) as

against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax.

Lessee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Lessee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY: County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LESSEE: San Martin Aviation
13025 Murphy Ave.
San Martin, CA 95046

Or to such other place as LESSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions

thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Intentionally Deleted

21.3 Severability and Governing Law.

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Lease, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Lessee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Lease, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Lessee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.5 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Lease and this Lease (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any separate agreement executed by County and Lessee in connection with this Lease and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Lease may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Lease, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the

interpretation or enforcement of this Lease or any amendments or exhibits to this Lease or any document executed and delivered by either party in connection with this Lease.

21.6 Warranty of Authority.

Lessor and Lessee each represent that the person executing this Lease on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Lease. Each party hereby warrants that this Lease is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.7 Joint and Several; Covenants and Conditions.

If Lessee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Lessee hereunder shall be deemed to be both a covenant and a condition.

21.8 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Lessee’s proprietary information is contained in documents submitted to County, and Lessee claims that such information falls within one or more CPRA exemptions, then Lessee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Lessee prior to such disclosure. If Lessee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Lessee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Lessee or any third parties.

21.9 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of County and Lessee, Lessee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.12 Headings.

Section headings shall not be used in construing this Lease.

21.15 Conflict of Interest.

Lessee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Lessee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Lease and is grounds for immediate termination of this Lease by the County.

21.16 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Lease shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Lessee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Lessee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Lease shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Lessee's status, as well as the status of its officers, agents or employees, including personnel in the administration and performance of services under this Lease, shall be in an independent capacity and not as an employee or agent of the County.

21.17 No Third-Party Rights.

This Lease shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.19 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.22 Brokerage Commission.

Lessee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent or finder in connection with the Premises and/or the negotiation of this Lease, and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Lease or otherwise based upon contacts between the claimant and Lessee.

21.23 OFAC.

Lessee represents and warrants to County that: (i) Lessee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Lessee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.24 Non-Discrimination.

Lessee and Lessee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Lessee and each of the Lessee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Lessee or any of the Lessee Affiliates discriminate in the provision of services provided under this Lease because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.25 No Relocation Assistance.

It is understood that this Lease is intended to give Lessee a temporary conditional use of the Premises and that Lessee shall not be entitled to relocation

benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from County upon expiration, termination or cancellation of this Lease, except as expressly provided for elsewhere in this Lease.

21.26. Prevailing Wage.

If the work to be performed by Lessee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Lessee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Lessee is solely liable for failing to comply with prevailing wage laws.

21.27. Wage Theft Prevention.

These provisions are in relation to any work performed by Lessee or Lessee Affiliates under the terms or conditions of the Lease only.

Compliance with Wage and Hour Laws. Lessee and the Lessee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

21.27.1. Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

21.27.2. Prior Judgments against Lessee and/or its contractors. BY SIGNING THIS LEASE, LESSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LEASE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.

21.27.3. LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LEASE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

- 21.27.4. **Judgments During Term of Lease.** If at any time during the Term of this Lease, a court or investigatory government agency issues a final judgment, decision, or order finding that Lessee or any contractor it uses to perform work under this Lease has violated any applicable wage and hour law, or Lessee learns of such a judgment, decision, or order that was not previously disclosed, Lessee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Lessee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Lessee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.27.5. **County's Right to Withhold Payment.** Where Lessee or any contractor it employs to perform work under this Lease has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Lessee until such judgment, decision, or order has been satisfied in full.
- 21.27.6. **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Lease. Such breach may serve as a basis for termination of this Lease and/or any other remedies available under this Lease and/or law.
- 21.27.7. **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Lease and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.
- 21.28. **Counterparts.** This Lease, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to a transmission by facsimile, electronic mail, or other electronic means

of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.29 County Sustainability Policies.

In performing any work on the Premises, Lessee will use best efforts to substantially comply with Lessor's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by Lessor, and Lessor’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by Lessor.

21.30 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Lessee, its contractors, employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.31 County No-Smoking Policy.

Lessee and Lessee Affiliates, guests and invitees, shall not smoke on, in or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.32 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Lease, Lessee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Lessee or any of its employees, officers, agents, representatives or volunteers, any mechanic’s lien or other lien, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Lessee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor; and, Lessee shall indemnify, defend and save harmless Lessor against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.33 Prohibition of Alcohol and Controlled Substances.

Sale, promotion or advertising of any type of alcohol or controlled substances are strictly prohibited on, in or near the Premises.

21.34 Timing.

In the event the time for performance of any obligation under this Lease shall fall on a Saturday, Sunday or court holiday, such time for performance shall be extended to the next business day. “Business day” means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.35 Survival.

Those provisions which by their nature should survive termination, cancellation or expiration of this Lease, shall so survive.

21.36 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Lease, are incorporated herein and made a part of this Lease by this reference.

22. Flight Training

The Lessor shall obtain a Part 141 Flight School certificate, or subcontract with a secondary service provider holding a FAA Part 141 Flight School Certificate to provide pilot training by January 1, 2022.

23. FAA Assurance

Should Lessee provide any service to the public, including subleasing, at the airport, Lessee shall:

23.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and

23.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to

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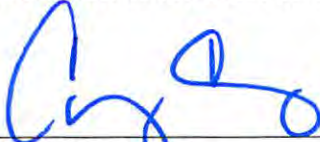
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volume purchasers.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as follows:

LESSOR:

**County of Santa Clara, a political
subdivision of the State of California**



CINDY CHAVEZ
President, Board of Supervisors

Date: NOV 17 2020

LESSEE:

**San Martin Aviation, a California
Corporation**

DocuSigned by:
Daniel L Neal

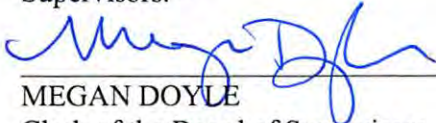
DAN NEAL

Title:

Date: 11/10/2020

ATTEST:

~~Signed and certified that a copy of this
document has been delivered by electronic or
other means to the President, Board of
Supervisors.~~



MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:
Christopher Cheleden

Christopher R. Cheleden
Lead Deputy County Counsel

Exhibit A (Premises)



KEY

1. Approximately 2 acres consisting of a commercial hangar and office space, aircraft parking ramp and vehicle parking lot.
2. Land adjacent to the fuel ramp for the storage of aircraft refueling vehicles.
3. Three (3) tiedowns for use by Lessee.
4. One (1) tiedown for use by Lessee.

EXHIBIT B-8 (revised)

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance - for bodily injury (including death) and property damage which provides limits of not less than three million dollars (\$3,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General liability and airport liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General liability and airport liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8 (revised)

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5a. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than three million dollars (\$3,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

6. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

7. Hangarkeepers Liability - with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

8. Fueling or Refueling Operations - with a limit of not less than three million dollars (\$3,000,000) if such operations are to be conducted by the contractor/permittee.

9. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount

EXHIBIT B-8 (revised)

of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

10. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

11. Interruption of Business Insurance

Lessee shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to Lessor for a period of up to one (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder

EXHIBIT B-8 (revised)

may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**PERMIT FOR STORAGE, SALE OR DISTRIBUTION
OF FUEL AND LUBRICANTS FOR
SAN MARTIN AVIATION
AT SAN MARTIN AIRPORT**

This is a Permit for the storage, sale or distribution of fuel and other lubricants, issued by the County of Santa Clara, hereinafter referred to as "County," to San Martin Aviation hereinafter referred to as "Permittee."

Whereas, Permittee desires to engage in the storage, sale, or distribution of fuel and lubricants at San Martin Airport, hereinafter referred to as "Airport," and

Whereas Aircraft Fuel is defined as all flammable liquids composed of a mixture of selected hydrocarbons and non-hydrocarbons, expressly manufactured and blended for the purpose of effectively and efficiently operating piston or turbine aircraft engines,

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Non-Exclusive Permit:

County hereby grants Permittee a non-exclusive permit to engage in the storage, sale and distribution of aircraft fuel and lubricants at the Airport.

2. Method of Operation:

Storage, sale or distribution of fuel and lubricants by Permittee shall be confined solely to Permittee's leased premises described in the master lease agreement between the County of Santa Clara and San Martin Aviation and all public areas of the Airport, effective December 12, 2020, and as subsequently amended. Permittee shall be permitted to fuel aircraft only upon demand by Permittee's customers, and the dispensing and delivery of fuel into aircraft shall be conducted in accordance with all applicable federal, state and local laws, rules, regulations, minimum standards, and ordinances.

Permittee shall not be permitted to use fuel trucks or any other vehicles to meet or detain aircraft for the purpose of soliciting the sale of Permittee's products. Permittee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale of service provided by Permittee. County reserves the right to review and approve such charges.

3. Equipment and Facilities:

- A. Storage tanks, dispensing facilities, fixed and/or mobile fuel equipment, or other facilities constructed or used in connection with the conduct of Permittee's sale or distribution of fuel and lubricants shall meet all

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.

- B. Permittee shall provide fuel pumping and aircraft support equipment, whether fixed or mobile, meeting all applicable safety requirements, including certified metering devices. Such equipment shall include adequate fire extinguishers, aircraft tugs, ground power starters, auxiliary power units, aircraft tow bars and heads, oxygen cart, nitrogen cart, aircraft securing equipment (ropes, chains, wheel chocks, etc.), and marshalling wands. All equipment shall be subject to inspection by the County.
- C. Permittee shall provide aircraft fueling services conforming to the hours of operation as specified by the FBO master lease agreement. Permittee shall provide twenty-four (24) hour 100LL Aviation Fuel (Avgas) self-fueling services seven days per week at the County's Above Ground Storage Tank (AST).
- D. Permittee must ensure that all current fuel prices for Avgas and Jet-A are clearly marked on all Fuel Trucks and the AST.
- E. The County reserves the right to require the Permittee to buy, store, distribute and sell an FAA approved unleaded aviation fuel should such fuel become available as a replacement for 100LL.
- F. Permittee staff must wear company approved uniforms clearly identifying them as Permittee staff during all aircraft fueling and flight line servicing operations.
- G. In the event the Permittee's fueling equipment is inoperative, or Permittee runs out of any aircraft fuel intended for retail sale, the permittee must notify the County. Upon receipt of notification, the County may issue a Notice to Airmen (NOTAM) specifying the condition of the fueling equipment or supply. When the fueling equipment is repaired or additional fuel is delivered, Permittee shall notify the Airport Operations Office at which time such NOTAM shall be cancelled. Notification to the County in writing shall occur within two hours of the time Permittee is made aware of the situation and may be via telephone call, email or both.

4. Safety Requirements:

- A. All work performed under this Permit shall be carried out in such a manner as to ensure the public's safety and to meet or exceed the safety standards outlined by all applicable federal, state, and local laws, rules, regulations, minimum standards, and/or ordinances. County reserves the

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

right to immediately prohibit or limit Permittee's fueling operation when reasonably necessary to protect the public safety.

- B. All fuel delivered to Permittee by its fuel suppliers shall be placed directly into County approved storage facilities, the location and design of which shall have been approved by the County and which shall be in full compliance with all applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- C. Fuel delivered, stored, or dispensed by Permittee shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D 1655 (Jet Fuel), ASTM D 910 (100LL Avgas), and ASTM D7547 (Unleaded Avgas). Ensuring the quality of the fuel is the sole responsibility of Permittee.
- D. At least one Fuel Truck with a minimum capacity of 750 gallons of aviation gasoline (Avgas) and one Fuel Truck with a minimum capacity of 2,000 gallons of Jet A are required to be operative at all times. All Fuel Trucks shall be equipped with reliable metering equipment, filters, and grounding or bonding equipment.
- E. All Fuel Trucks shall meet all applicable Federal, State of California, and Santa Clara County standards for each type of fuel dispensed. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by: State of California & County of Santa Clara; NFPA Codes; 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and Applicable ACs (Advisory Circulars) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- F. No mobile fueling equipment shall be placed on Permittee's leasehold property without first receiving prior written consent from the Director of County Airports. Permittee shall, at its own expense, maintain and keep his/her fuel dispensing equipment in a safe operating condition. Permittee's equipment shall be subject to inspection by the County. Use of equipment not inspected by the County and not owned or exclusively leased by Permittee is prohibited.
- G. There shall be at least one fire extinguisher having a minimum rating of 20-B:C accessible within 50 feet during fueling operations. Fuel trucks shall have a minimum of two fire extinguishers of a type and in a location which conform to N.F.P.A. 407 standards.
- H. Fueling is permitted into approved aircraft and ground service equipment only.

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

- I. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize the electrical potential between the fueling equipment and the aircraft. The bond shall be maintained until fueling connections have been removed. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
- J. No electrical devices such as cell phones, radios, transmitters, receivers, or any other electrical appliances shall be switched on or off during fueling operations.
- K. During the fueling or defueling of an aircraft, no person shall, within 100 feet of that aircraft, use any material that is likely to cause a spark or be a source of ignition. Smoking in the vicinity of aircraft fueling or defueling operations is strictly prohibited.
- L. Aircraft shall not be fueled while any aircraft engine is running. Hot fueling of helicopters is prohibited, except as provided under National Fire Protection Association (N.F.P.A.) regulations.
- M. No person shall start the engine of any aircraft when there is any fuel on the ground under such aircraft.
- N. No aircraft shall be either fueled or defueled while persons are on board the aircraft.
- O. Persons engaged in the fueling and defueling of aircraft shall exercise care to prevent overflow of fuel. Persons in charge shall take proper measures to remove volatile liquid when it is spilled during transfer.
- P. Permittee shall have a Fuel Spill Control Plan approved by the County, and Permittee shall maintain a current copy on file with the Director of County Airports.
- Q. Permittee shall have sufficient fuel spill material on all mobile fueling equipment to dike, control, and clean-up a fuel spill of at least twenty-five (25) gallons.
- R. All mobile fueling equipment shall be parked/staged at least fifty (50) feet from all buildings, except when actually performing a refueling function.
- S. Such mobile fueling equipment shall be operated only by persons qualified and trained in aircraft fueling. Permittee shall ensure that all employees

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

providing aircraft fueling functions have been fully trained on all airport rules, regulations, minimum standards, and all applicable County Ordinances. Permittee shall provide the County with their employee aircraft fueling training manual, and shall ensure that an updated copy of the employee aircraft fueling training manual is kept on file with the Director of County airports.

- T. FBO shall have adequate storage for waste fuel or test samples or the capability to recycle same.

5. Fixed Fuel Tank

- A. The County owns or intends to own a 10,000-gallon Above Ground Fuel Tank (AST) located on the Airport.
- B. Permittee shall have access to the 10,000-gallon AST for storage and distribution of Avgas or Unleaded Aviation Fuel.
- C. Permittee is responsible for daily sumping of the AST. The disposal of fuel removed during sumping operations is the responsibility of the Permittee and shall be handled in accordance with state and local laws, rules, regulations.
- D. Permittee shall maintain the AST in good working order.
- E. Permittee shall immediately report to County in writing any equipment failures, maintenance issues, or fuel leaks and spills associated with the AST.
- F. Permittee is responsible for all AST maintenance, including replacement parts, equipment and labor costs.
- G. Permittee is required to perform all daily, weekly, monthly, and annual inspections per applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- H. Permittee shall obtain an Aboveground Petroleum Storage Act (APSA) permit for the AST. The permittee shall include the APSA permit in their existing California Environmental Reporting System (CERS) account. Permittee shall be responsible for the annual CERS submittal.
- I. As part of their APSA permit, permittee shall perform monthly and annual AST inspections and record keeping and maintain annual employee training logs. Permittee must have in place a Professional Engineer (PE) certified Spill Prevention Control and Countermeasures Plan (SPCC). A

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

copy of the permittee's SPCC shall be provided to the Director of County Airports.

6. Supplier Agreement:

Permittee shall enter into a written agreement with its fuel supplier(s) which recognizes the existence of the provisions of this Permit. Copies of such agreements shall be provided to the Director of County Airports prior to the commencement of fuel delivery. All such agreements shall provide that either Permittee's supplier shall indemnify, defend, and hold harmless the County, and provide the County with records of its fuel delivery transactions.

Permittee shall secure County's written approval to engage a fuel supplier and sell brand name products. Permittee shall obtain County's written approval prior to making any changes to supplier and/or brand name.

7. Products Liability Insurance:

Permittee shall verify with its fuel supplier that a minimum of \$25,000,000 (twenty-five million dollars) insurance policy is carried by supplier for products liability purposes at all times. A copy of this policy shall be sent to the Director of County Airports.

8. Term:

The term of this Permit shall be concurrent with the Fixed Base Operation Lease Agreement between Permittee and County, effective December 12, 2020 and as amended thereafter. The County may terminate this Permit with thirty (30) days' notice for non-compliance with the terms and conditions of this permit, non-compliance with any applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances, notwithstanding Permittee's continuing to operate airport business under the Fixed Base Operation Master Lease Agreement, effective December 12, 2020.

9. Rental:

- A. Permittee shall pay County fuel flowage fees in the amount set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.
- B. Fuel flowage fee payments shall be based on total number of gallons of fuel delivered to Permittee by their supplier(s).
- C. Payment of fuel flowage fees shall be submitted by Permittee to County within five business days of the date Permittee takes delivery of fuel from supplier. Upon expiration or termination of this Permit, payment of any outstanding fuel flowage fees due under this section shall be made within ten (10) days of the expiration or termination date.

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

- D. Permittee acknowledges and agrees that fuel flowage payments received ten days or more after fuel deliveries are made to the Permittee must include an additional late payment fee of 10% of the total due, or the amount set forth in the current *Schedule of Fee and Charges for Santa Clara County Airports*, whichever is greater.
- E. In exchange for free use of the AST, Permittee is responsible for all AST maintenance and inspection costs, including replacement parts, equipment and labor costs.
- F. A processing fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

10. Reporting, Payments and Statements

- A. With each payment of Fuel Flowage Fees, Permittee shall submit:
 - i. Completed Fuel Delivery Statement, available on the County Airports Website (countyairports.org). The Fuel Delivery Statement will include the date of fuel delivery, suppliers' name, total gallons of each type of fuel delivered.
 - ii. A supplier invoice, fuel delivery statement, or any other supplier record showing the amount of each type of fuel Permittee purchased from the supplier.
- B. On the tenth of each month, Permittee shall submit a Fuel Flowage Report of the previous month's fuel sales. The report shall include the number of gallons of each type of fuel sold during the previous month, and the delivery method of said fuel (truck or self-service). The report shall be available on the County Airports website.
- C. Permittee shall keep daily log sheets for each Fuel Truck and the AST. The daily log shall include the date, time, fuel meter reading, and total quantity delivered for each individual fuel transaction.
- D. County shall have the right to audit books, records, and accounts of Permittee as said records and accounts pertain to the storage, sale, or other distribution of fuel at the Airport. Permittee shall keep all pertinent records

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

and evidence of the storage, sale or other distribution of fuel at the airport within Santa Clara County at all times.

- E. Upon request by County, Permittee shall have twenty (20) days to provide all requested books, records, and accounts to County for audit.
- F. In the event that an audit of Permittee's books, records, and accounts discloses a discrepancy of \$500.00 or more owing to the County in any given calendar year, Permittee shall bear all audit expenses. Upon written notice by County, Permittee shall have thirty (30) days to submit payment of any audit expenses required under this paragraph.

11. Environmental Requirements:

Permittee shall comply with all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances; including, but not limited to, requirements for above-ground storage tanks, disposal of waste oil and other potentially hazardous substances, air quality and vehicle emissions standards, and the refueling of all aircraft and vehicles.

12. Incorporation of Lease Agreement:

The terms, covenants and conditions of the aforementioned Fixed Base Operations Master Lease Agreement, effective December 12, 2020 by and between County and Permittee are hereby incorporated by reference. In the event of any inconsistency between the terms and conditions of this Permit and those contained in the Fixed Base Operations Master Lease Agreement, the latter shall prevail.

13. Headings, Reference, Law and Joint and Several Liability:

The titles and headings of the various sections of the Permit are intended solely for convenience of reference and are intended to explain, modify or place any construction on any of the provisions of the Permit. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. This Permit shall be governed and construed in accordance with the law of the state of California. If either party consists of more than one person, each such person shall be jointly and severally liable.

14. Severability:

Any provisions of this Permit, which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

15. Indemnification

Permittee shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of activities of this Permit by Permittee and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Applicant shall reimburse the County for all costs, attorneys' fees; expenses and liabilities incurred with respect to any litigation in which the Applicant contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

16. No Waiver:

No waiver by a party of any provision of this Permit shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Permit or at law shall not prevent the exercise by that party of any other remedy provided in this Permit or at law.

17. Attorney's Fees:

In any dispute between the County and Permittee, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

18. Assignment:

This Permit is not transferable or assignable by Permittee, action of law, or otherwise.

19. Permittee not an Agent of County:

By virtue of this Permit, Permittee shall not be considered an agent, contractor, licensee, or employee of County.

20. Insurance:

In addition to insurance the permittee is carrying under the FBO lease, the following insurance requirements must also be maintained.

A. Evidence of Coverage:

Prior to commencement of this Agreement, the Permittee shall provide a Certificate of Insurance certifying that coverage as required has been

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

obtained. In addition, a certified copy of the policy or policies shall be provided by the Permittee upon request. This verification of coverage shall be sent to the Director of County Airports, unless otherwise directed.

B. Qualifying Insurers

All coverages, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less that A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance/Risk Manager.

C. Insurance Endorsements:

All coverages shall have the follow endorsements:

- i. Additional insured endorsement. – Insurance afforded by this policy shall also apply to the County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).
- ii. Notice of cancellation or change of coverage endorsement. – Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days prior written notice of such cancellation or change being delivered to the County of Santa Clara.

D. Pollution Legal Liability Insurance

Permittee shall carry Pollution Legal Liability Insurance with a limit not less than one million (\$1,000,000) dollars per occurrence and not less than one million (\$1,000,000) dollars annual aggregate in accordance with applicable Environmental Protection Agency (EPA) regulations

..

21. Penalty for Non-payment or Late Payment:

- A. Failure to pay any required fees, or three late payments of any fees within a calendar year, shall constitute intentional abandonment of the Permit by Permittee, and all rights and privileges given by said Permit may be declared forfeited at the discretion of County.
- B. A Permit terminated for non-payment of fees may not be reinstated when delinquent fees are subsequently paid. A new Permit shall be issued..

Permit for storage, sale or distribution of fuel and lubricants for San Martin Aviation at
San Martin Airport

IN WITNESS WHEREOF, the parties hereto have approved and accepted this Fuel
Permit as follows:

COUNTY:

PERMITEE:

San Martin Aviation

DocuSigned by:
Harry Freitas
09C299010B2D40B...
HARRY FREITAS
Director of Roads and Airports

DocuSigned by:
Daniel L Neal
AD9B83BA135741F...
DAN NEAL
Title:

Date: 12/14/2020

Date: 12/16/2020

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:
Christopher Cheleden
B179ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

**LEASE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
AMELIA REID AVIATION LLC DBA AERODYNAMIC AVIATION**

This Lease Agreement (“Lease”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Lessor”) and Amelia Reid Aviation LLC DBA Aerodynamic Aviation (“Lessee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

- A. COUNTY is the owner of Reid-Hillview Airport (“Airport”).
- B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the Airport located at 2650 Robert Fowler Way, San Jose, California, San José California for the purpose of engaging in certain Commercial Aeronautical Activities, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LESSEE agree to the foregoing and as follows:

1. Premises

COUNTY agrees to lease to LESSEE and LESSEE agrees to lease from COUNTY the Premises, subject to the terms and conditions of this Lease.

1.1 The Premises consists of the following:

- 1.1.1 Land space of approximately 97,400 square feet that consists of a commercial hangar and office space, a storage shed, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A;
- 1.1.2 The Lessor maintains an easement, as shown in Exhibit A for the purposes of accessing the underground storage tank (UST). The Lessee may utilize this space but may be required to periodically clear the area for UST service or maintenance upon request of County.

2. Term

2.1 The term of this Agreement is one-year commencing on January 1, 2022. (“Term”) unless modified in writing by both parties.

3. Monthly Rent

3.1 The monthly “Rent” or initial Base Rent shall be \$4,906.00 due and payable in advance on the first day of each month of the Term.

3.2 A monthly rent discount of \$1,085.00 shall be applied to this lease. The discount period shall expire on December 31, 2022.

3.3 If this Lease is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase or decreases over the January CPI of the base year of 2022. The annual CPI adjustment shall not exceed 2.5%.

3.4 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

3.5 A Security Deposit of \$4,906.00 (equivalent to one-months’ rent) shall be payable by Lessee upon full execution of this Lease as security for the return of the Premises at the expiration of the term of the Lease in as good condition as when Lessee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Lease. The Security Deposit may also be used in the event of termination of this Lease to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Lease without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.

3.6 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time-to-time shall be automatically added to any rent, fee, or other charges

not received by the County by the close of the business fifteen calendar days after due and owing. Lessee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full.

3.7 Other Fee

Lessee shall pay Lessor the following fees in addition to Monthly Rent

3.7.1 10% of any rent received from non-aviation subtenants who shall be approved in writing by Lessor.

Lessor may perform a quarterly audit of Lessee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Lessee shall bear the audit expenses.

4. Use of Premises

4.1 This Lease grants Lessee the right and privilege to use the Premises for the purpose of operating a Fixed Based Operation (FBO) and shall be restricted to the uses listed herein ("Permitted Uses" or "Commercial Aeronautical Activities"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Lease, Lessee agrees that Lessee shall use the premises to provide the following Commercial Aeronautical Activities. Lessee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent, which consent shall not be withheld within the sole but reasonable discretion of County.

- a) Aircraft Maintenance and Repair;
- b) Aircraft Rental;
- c) Pilot Training; and
- d) Ground School for Flight Training

4.1.2 The following services may be provided by the Lessee or a secondary service provider. Use of a secondary service provider shall require written approval of the County:

- a) Aircraft Washing & Detailing;
- b) Aircraft Upholstery;
- c) Sale and/or Lease of New and Used Aircraft;

- d) Sale of New and/or Used Aircraft Parts, Supplies, Instruments and Accessories Avionics;
- e) Special Flight Services including Aerial Sightseeing, Aerial Advertising and Aerial Photography;
- f) Air Taxi/Charter;
- g) Vehicular Rental

4.1.3 To the extent required by applicable Laws, Lessee shall employ sufficient personnel who are appropriately rated by the Federal Aviation Administration (“FAA”) for the work being performed and who hold airframe, power plant, or aircraft inspection ratings.

4.1.4 If Lessee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.1.5 Lessee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground.

4.1.6 Fueling

4.1.6.1 Lessee is authorized to operate its own fuel truck for the sole purpose of fueling its own aircraft used in the course of its daily flight training and aircraft rental business, provided Lessee obtains a Commercial Self Fueling Permit.

4.1.6.2 If authorized in writing by the County separately from this lease to conduct retail fueling operations, Lessee must obtain an approved Permit for Retail Sale or Distribution of Fuel and Lubricants from Lessor prior to exercises of its privilege of retail fuel sales.

4.1.6.3 All fueling on the Premises conducted under the above sections or otherwise subject to all applicable federal, state, and local laws and regulations.

4.1.7 Licensee shall use the premises for legal commercial business purposes only. No residential use is permitted. Licensee action of non-compliance shall constitute an Agreement violation.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Lessee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Lessee’s services.

4.3 Identification and Periodic Reporting of Stored Aircraft

Lessee shall, at all times, maintain a current list of all aircraft permanently based, hangered, either inside or outside the Premises (excluding such other areas of the Airport which are not part of the Premises), and containing for each aircraft the name and address of the aircraft owner, the aircraft type (make, model, year, if known), and the aircraft registration number. Starting on the Effective Date, the Lessee shall provide the County with a copy of such a list on the first day of every other month, and at any other time the County reasonably requests same.

4.4 Accident Reports

Lessee agrees to report any accidents at the Airport, including but not limited to, involving Lessee, or Lessee's guests which occur at the Airport to the Lessor in writing within 24 hours of Lessee's learning of such. Lessee is also responsible for notifying any federal, state or local authorities, as required by law.

4.5 Airport Access and Security

Security of the Premises must be maintained at all times. Lessee shall maintain secured controlled access at all entrances to the Premises to prevent unauthorized access onto Airport property. Lessee shall ensure the control of all movement of Lessee's operations and those of their guests/customers, including all deliveries. Lessee shall escort all guests, vendors and delivery personnel at all times. Lessee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the Premises shall be controlled by the Lessee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Lessee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of Lessor.

4.6 Compliance with Laws.

The use of the Premises by Lessee and this Lease shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any

additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Lease shall (otherwise expand Lessee's obligations under this Lease, including but not limited to, Lessee's financial obligations.

4.7 Nonexclusive Rights

Lessee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this lease. Nothing in this Lease shall be construed to grant to Lessee any exclusive right to conduct any aeronautical activity at the Airport except of for the Premises.

4.8 Vehicle Parking and Storage

The premises may not be used for the maintenance or long-term storage of any vehicle not actively used in the day-to-day operations of the Lessees authorized use of premises. Any vehicle parked or stored on the premises must be fully operational, with the exception of short periods of time while the vehicle is waiting for service, in compliance with applicable Legal Requirements, and have current registration and insurance, as required.

For the purposes of this part, long-term storage is defined as any vehicle parked or stored on the premises for more than 14-days.

The Lessee has 14-days from the execution of this agreement to come into compliance with this requirement after which time, any vehicles parked on the premises in violation of this requirement may be towed and stored at the Lessee or vehicle owners expense.

4.9 Housekeeping

Lessee agrees to keep Premises, including the exterior and interior portions of all windows, doors and all other glass and signs, orderly, neat, safe and clean and free from rubbish or dirt at all times. Lessee agrees not to store parts, supplies, tires, batteries, engine, oil outdoors. Trash and garbage shall only be kept in area designated by Lessor for such storage and covered at all times.

Lessee agrees to ensure that all operations on the Premises will be in accordance with the Lessors current Storm Water Pollution Prevention Program (SWPPP) and associated Best Business Practices.

5. Expenses

Lessee shall pay for all expenses related to Lessee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Lessee to the extent necessary to establish accounts in Lessee's name to facilitate Lessee's payment of expenses.

6. Indemnification and Insurance

Lessee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

LESSEE accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental or any other condition of the Premises including improvements, facilities or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Lessee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises."

In furtherance of the foregoing, County and Lessee agree that any CASp inspection elected to be conducted by Lessee shall be done at Lessee's sole cost and expense, and to the extent that a CASp inspection identifies any necessary

repairs to correct violations of construction-related accessibility standards, the other provisions of this Lease shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Lease, Lessee shall immediately vacate the Premises and remove all personal property to which Lessee or Lessee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Lessee's use of the Premises. Should Lessee or Lessee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Lessee's expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Lessee or any of the Lessee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Lessee and the Lessee Affiliates represent, warrant and agree that at all times, including after termination of this Lease, Lessee and the Lessee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Lessee or Lessee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that

may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Lessee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Lessee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Lessee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Lessee is at all times solely responsible and liable for such Use. Lessee warrants and represents that in all events such Use will be at all times, at Lessee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Lessee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld in County's sole discretion. Lessee shall not be entitled nor permitted to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Lessee is in compliance with this Section 7 or to determine if Hazardous Materials are present in, on or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Lessee, if Lessee or any of the Lessee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to

County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Lessee's and Lessee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Lessee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Lessee shall be solely responsible for all liability in connection therewith. Lessor hereby consents to the use by Lessee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Lessee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Lessee's Environmental Obligations.

Lessee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Lessee knows or reasonably should know of such Release. Lessee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Lessee or the Lessee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Lessee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Lessee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining County's prior written consent. Lessee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Lessee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Lessee shall promptly reimburse County, upon written demand, for all

costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner so as to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Lessee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Lessee or the Lessee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Lessee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Lessee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Lessee with any or all Environmental Laws shall excuse Lessee from its obligations of indemnification pursuant hereto. Lessee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Lessee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Lessee. Lessee shall, protect, indemnify, defend (with counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

7.3.5 Lessee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Lessee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Lessee's Repairs and Maintenance Obligations. Except for and subject to the Lessor's responsibilities as set forth in Section 12, Lessee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Lease, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Lessee and/or Lessee Affiliates or visitors, and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Lessee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Lessee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Lessee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Lessee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.
- 8.2 If Lessee refuses or neglects to repair and maintain the Premises properly as required by this Lease and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Lessee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make

such repairs or maintenance without County having any liability to Lessee for any loss or damage that may accrue to Lessee's property or to Lessee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Lessee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Lessee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Lessee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

- 8.3 Lessee expressly waives any and all claims against Lessor for compensation or damage for any and all loss, cost or expense sustained by reason of any defect, deficiency or impairment of any utility system, water supply system, draining or sewer system, heating or gas system, electrical apparatus or wires serving the premises, or the use or operation thereof.

9. Alterations

- 9.1 Lessee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Lease, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Lessee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Lessee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Lessee or Lessee's officers, agents, employees, contractors, invitees or licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Lessee shall be responsible for the repair and restoration of its improvements, alterations and Lessee's property. If County elects not to restore or replace the Premises or portion thereof, Lessee or County may elect to terminate this Lease. Unless this Lease is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Lessee or any of the Lessee Affiliates), a proportionate amount of the rent

shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Lessee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Lessee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number for emergency issues that occur onsite and require Lessee's attention.

12.1.5 Maintain at least one restroom that is open to the public during business hours.

12.2 Operations and Maintenance Responsibilities

The Lessee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Lessee or the employees, agents, or contractors of Lessee. Lessee shall perform the items designated as the responsibility of the Lessee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Lessee's responsibility, at Lessee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Lessee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Lessee shall be responsible for its cleaning and upkeep.

County and Lessee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Lessee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Janitorial services for and general upkeep of restrooms including restroom supplies.
- c) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- d) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- e) Asbestos Management
- f) Mold Remediation
- g) Termite and Rodent Infestation
- h) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- i) Interior and exterior light lamps, including wiring, light fixtures and light bulbs.
- j) Fixed Base Operator signs and directories.
- k) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- l) Interior locks.
- m) Hot water heater and refrigeration units.
- n) Common areas to be kept free and clear of debris.
- o) Landscaping
- p) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- q) Interior and exterior fire extinguishers
- r) Telephone system
- s) Internet
- t) Communication and information technology
- u) Graffiti Abatement
- v) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste
- w) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- x) Heating, air condition, ventilation systems and associated controls.

12.2.2 Lessor Responsibilities

- a) Building identification and directory
- b) Exterior perimeter fence and gates

13. Limitation of Liability and Indemnity

- 13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Lessee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Lessee's and Lessee Affiliates' use of the Premises and/or Lessee's failure to perform any covenant or obligation of Lessee under this Lease. Lessee agrees that the obligations of Lessee herein shall survive the expiration or earlier termination of this Lease.
- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Lessee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sublessees, subtenants, guests, invitees or occupants of the Premises. Lessee shall not, in any event or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Lease, at no time shall County be responsible or liable to the Lessee or the Lessee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Lease including but not limited to Section 7 of this Lease, at no time shall Lessee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages

resulting from any actual or alleged breach by Lessee of its obligations under this Lease, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Lease.

14. Assignment and Subletting

- 14.1 Lessee shall not assign, sublet, license or otherwise transfer or encumber all or any part or Lessee's interest in this Lease, the Premises or the Property without Lessor's prior written consent. Any attempted assignment, sublease or other transfer without Lessor's consent shall be void and of no force and effect, and shall, at the Lessors election, constitute an event of default hereunder.
- 14.2 Lessee shall submit the proposed written agreement between Lessee and the sublessee to County for review and evaluation. County may require that an application be completed and all relevant and applicable information relating to the requested sublease be provided to County for review and evaluation.
- 14.3 Sublessee may not occupy the Premises before County consents to the sublease in writing.

15. Quiet Enjoyment

So long as Lessee successfully complies at all times with all terms and conditions of this Lease, including the timely payment of all Rent, costs and fees when due, Lessee will be entitled to quiet enjoyment of the Premises.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises during regular business hours.

17. Default and Remedies/Termination

In addition to any other right to terminate this Lease, any of the following events or occurrences shall constitute a material breach of this Lease by Lessee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Lease and shall have all remedies available at law or in equity:

- 17.1. The failure by Lessee to make any timely payment required by this Lease in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Lessee to observe or perform any covenant, condition or provision of this Lease when such failure continues beyond thirty (30) days after County gives Lessee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Lessee shall

not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Lessee is or will be unable to satisfactorily comply with any term or condition of this Lease, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage or subletting of any or all of this Lease, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Lessee of any applicable law, rule or regulation with respect to Lessee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Lease; intentional violation of any applicable law, rule or regulation by Lessee shall have no cure period;
- 17.5. Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Lessee without County's prior written consent (after Lessee's notice and opportunity to cure); or the dispossession of Lessee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Lessee's failure to comply with any term, condition or provision of the Lease, beyond any applicable cure period;
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period;
- 17.8. Lessee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Lessee or its guests without any liability whatsoever to County.

18. Audit

Lessee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Lessee's use of the Premises, compliance with the Lease terms, Improvements, Lessee improvements and Tax Expenses. Such books and records shall be kept at the location where Lessee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through any accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Lessee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Lessee in the accounting of such expenses.

19. Taxes

19.1 Lessee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Lessee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Lease Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement district) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax.

Lessee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Lessee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY: County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LESSEE: Amelia Reid Aviation DBA Aerodynamic Aviation
2650 Robert Fowler Way
San Jose, CA 95148

Or to such other place as LESSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease, and all the rights and duties of the parties arising from or relating in any way to the subject

matter of this Lease, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Lessee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Lease, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Lessee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Lease and this Lease (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any separate agreement executed by County and Lessee in connection with this Lease and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Lease may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Lease, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Lease or any amendments or exhibits to this Lease or any document executed and delivered by either party in connection with this Lease.

21.4 Warranty of Authority

Lessor and Lessee each represent that the person executing this Lease on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Lease. Each party hereby warrants that this Lease is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions

If Lessee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Lessee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Lessee’s proprietary information is contained in documents submitted to County, and Lessee claims that such information falls within one or more CPRA exemptions, then Lessee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Lessee prior to such disclosure. If Lessee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Lessee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Lessee or any third parties.

21.7 Waiver of Jury Trial

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of County and Lessee, Lessee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings

Section headings shall not be used in construing this Lease.

21.9 Conflict of Interest

Lessee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, “Lessee Affiliates”) to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and

disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Lease and is grounds for immediate termination of this Lease by the County.

21.10 Relationship of Parties

The parties acknowledge and agree that nothing set forth in this Lease shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Lessee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Lessee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Lease shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Lessee's status, as well as the status of its officers, agents or employees, including personnel in the administration and performance of services under this Lease, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights

This Lease shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission

Lessee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent or finder in connection with the Premises and/or the negotiation of this Lease, and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Lease or otherwise based upon contacts between the claimant and Lessee.

21.14 OFAC

Lessee represents and warrants to County that: (i) Lessee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department

as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Lessee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination

Lessee and Lessee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Lessee and each of the Lessee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Lessee or any of the Lessee Affiliates discriminate in the provision of services provided under this Lease because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance

It is understood that this Lease is intended to give Lessee a temporary conditional use of the Premises and that Lessee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from County upon expiration, termination or cancellation of this Lease, except as expressly provided for elsewhere in this Lease.

21.17 Prevailing Wage

If the work to be performed by Lessee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Lessee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Lessee is solely liable for failing to comply with prevailing wage laws.

21.18 Wage Theft Prevention

These provisions are in relation to any work performed by Lessee or Lessee Affiliates under the terms or conditions of the Lease only.

Compliance with Wage and Hour Laws. Lessee and the Lessee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

21.18.1 **Final Judgments, Decisions, and Orders.** For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

21.18.2 **Prior Judgments against Lessee and/or its contractors.** BY SIGNING THIS LEASE, LESSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LEASE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.

21.18.3 **LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LEASE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.**

21.18.4 **Judgments During Term of Lease.** If at any time during the Term of this Lease, a court or investigatory government agency issues a final judgment, decision, or order finding that Lessee or any contractor it uses to perform work under this Lease has violated any applicable wage and hour law, or Lessee learns of such a judgment, decision, or order that was not previously disclosed, Lessee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Lessee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Lessee to enter into an agreement

with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

- 21.18.5 **County's Right to Withhold Payment.** Where Lessee or any contractor it employs to perform work under this Lease has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Lessee until such judgment, decision, or order has been satisfied in full.
- 21.18.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Lease. Such breach may serve as a basis for termination of this Lease and/or any other remedies available under this Lease and/or law.
- 21.18.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Lease and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19 Counterparts

This Lease, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term "electronic copy of this agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term "electronically signed agreement" means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies

In performing any work on the Premises, Lessee will use best efforts to substantially comply with Lessor's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by Lessor, and Lessor's Green Cleaning Policy Administrative Guidelines, as amended from time to time by Lessor.

21.21 Integrated Pest Management Ordinance

When conducting or allowing the performance of any pest management practices or pesticide uses, Lessee, its contractors, employees, agents and representatives,

will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy

Lessee and Lessee Affiliates, guests and invitees, shall not smoke on, in or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens

Except as expressly authorized in a term or condition found elsewhere in this Lease, Lessee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Lessee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other lien, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Lessee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor; and, Lessee shall indemnify, defend and save harmless Lessor against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances

Sale, promotion or advertising of any type of alcohol or controlled substances are strictly prohibited on, in or near the Premises.

21.25 Timing

In the event the time for performance of any obligation under this Lease shall fall on a Saturday, Sunday or court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival

Those provisions which by their nature should survive termination, cancellation or expiration of this Lease, shall so survive.

21.27 Recitals and Exhibits

The Recitals stated above, and all Exhibits referenced in this Lease, are incorporated herein and made a part of this Lease by this reference.

22. FAA Assurance

Should Lessee provide any service to the public, including subleasing, at the airport, Lessee shall:

- 22.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and
- 22.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as follows:

LESSOR:

**County of Santa Clara, a political
subdivision of the State of California**

DocuSigned by:
Harry Freitas
6DC28984CB2D46D
HARRY FREITAS
Director, Roads and Airports Department

Date: 1/3/2022

LESSEE:

**Amelia Reid Aviation dba Aerodynamic
Aviation**

[Signature]

JOSH WATSON
Title: *Owner*

Date: 12/30/2021

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:
Chris Cheleden
5178ECE33EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel




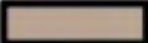

-  Leasehold Boundary
-  Lessor Easement Boundary
-  UST Location Excluded From Leasehold



Exhibit A
Aerodynamic Aviation Leasehold
COUNTY OF SANTA CLARA

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**PERMIT FOR STORAGE, SALE OR DISTRIBUTION
OF FUEL AND LUBRICANTS FOR
AMELIA REID AVIATION DBA AERODYNAMIC AVIATION
AT REID-HILLVIEW AIRPORT**

This is a Permit for the storage, sale or distribution of fuel and other lubricants (“Fueling Permit”), effective January 1, 2022, issued by the County of Santa Clara, hereinafter referred to as “County,” to Amelia Reid Aviation DBA Aerodynamic Aviation hereinafter referred to as “Permittee.”

Whereas, Permittee desires to engage in the storage, sale, or distribution of fuel and lubricants at Reid-Hillview Airport, hereinafter referred to as “Airport.”

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Non-Exclusive Permit:

County hereby grants Permittee a non-exclusive permit to engage in the storage, sale and distribution of aircraft fuel and lubricants at the Airport.

2. Method of Operation:

Storage, sale or distribution of fuel and lubricants by Permittee shall be confined solely to Permittee’s leased premises described in the lease agreement between the County of Santa Clara and Amelia Reid Aviation and all public areas of the Airport, effective January 1, 2022. Permittee shall be permitted to fuel aircraft only upon demand by Permittee’s customers, and the dispensing and delivery of fuel into aircraft shall be conducted in accordance with all applicable federal, state and local laws, rules, regulations, minimum standards, and ordinances.

Permittee shall not be permitted to use fuel trucks or any other vehicles to meet or detain aircraft for the purpose of soliciting the sale of Permittee’s products. Permittee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale of service provided by Permittee. County reserves the right to review and approve such charges.

3. Equipment and Facilities:

- A. Storage tanks, dispensing facilities, fixed and/or mobile fuel equipment, or other facilities constructed or used in connection with the conduct of Permittee’s sale or distribution of fuel and lubricants shall meet all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

- B. Permittee shall provide fuel pumping and aircraft support equipment, whether fixed or mobile, meeting all applicable safety requirements, including certified metering devices. Such equipment shall include adequate fire extinguishers and may include aircraft tugs, ground power starters, auxiliary power units, aircraft tow bars and heads, oxygen cart, nitrogen cart, aircraft securing equipment (ropes, chains, wheel chocks, etc.), and marshalling wands. All equipment shall be subject to inspection by the County.
- C. Permittee shall provide aircraft fueling services conforming to the hours of operation as specified by the FBO master lease agreement.
- D. When engaged in retail sale of fuel, Permittee must ensure that the current fuel price for fuel carried in a fuel truck is clearly marked on the containing fuel trucks or advertised on AirNav.com..
- E. The Permittee is only authorized to distribute Unleaded Aviation Fuel.
- F. When engaged in retail sale of fuel, Permittee staff must wear company approved uniforms clearly identifying them as Permittee staff during all aircraft fueling and flight line servicing operations.
- G. When engaged in the retail sale of fuel, Permittee shall notify the County any time that Permittee is not able to provide fueling services for greater than 24 hours and again when fueling services are restored. Depending upon the circumstances, the County may elect to issue a NOTAM regarding available fuel. Notice to County may be via telephone call, email or both.

4. Safety Requirements:

- A. All work performed under this Permit shall be carried out in such a manner as to ensure the public's safety and to meet or exceed the safety standards outlined by all applicable federal, state, and local laws, rules, regulations, minimum standards, and/or ordinances. County reserves the right to immediately prohibit or limit Permittee's fueling operation when reasonably necessary to protect the public safety.
- B. All fuel delivered to Permittee by its fuel suppliers shall be placed directly into County approved storage facilities, the location and design of which shall have been approved by the County and which shall be in full compliance with all applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- C. Fuel delivered, stored, or dispensed by Permittee shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) for the specific fuel. Ensuring the quality of the fuel is the sole responsibility of Permittee.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

- D. At least one Fuel Truck with a minimum capacity of 500 gallons of Unleaded Aviation Gasoline is required to be operative at all times. All Fuel Trucks shall be equipped with reliable metering equipment, filters, and grounding or bonding equipment.
- E. All Fuel Trucks shall meet all applicable Federal, State of California, and Santa Clara County standards for each type of fuel dispensed. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by: State of California & County of Santa Clara; NFPA Codes; 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and Applicable ACs (Advisory Circulars) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- F. No mobile fueling equipment shall be placed on Permittee's leasehold property without first receiving prior written consent from the Director of County Airports. Permittee shall, at its own expense, maintain and keep his/her fuel dispensing equipment in a safe operating condition. Permittee's equipment shall be subject to inspection by the County. Use of equipment not inspected by the County and not owned or exclusively leased by Permittee is prohibited.
- G. There shall be at least one fire extinguisher having a minimum rating of 20-B:C accessible within 50 feet during fueling operations. Fuel trucks shall have a minimum of two fire extinguishers of a type and in a location, which conform to N.F.P.A. 407 standards.
- H. Fueling is permitted into approved aircraft, containers and ground service equipment only.
- I. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize the electrical potential between the fueling equipment and the aircraft. The bond shall be maintained until fueling connections have been removed. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
- J. No electrical devices such as cell phones, radios, transmitters, receivers, or any other electrical appliances shall be switched on or off during fueling operations.
- K. During the fueling or defueling of an aircraft, no person shall, within 100 feet of that aircraft, use any material that is likely to cause a spark or be a source of

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

ignition. Smoking in the vicinity of aircraft fueling or defueling operations is strictly prohibited.

- L. Aircraft shall not be fueled while any aircraft engine is running. Hot fueling of helicopters is prohibited, except as provided under National Fire Protection Association (N.F.P.A.) regulations.
- M. No aircraft shall be either fueled or defueled while any person is on board the aircraft.
- N. Anybody engaged in the fueling and defueling of aircraft shall exercise care to prevent overflow of fuel. The person in charge shall take proper measures to remove volatile liquid when it is spilled during transfer.
- O. Permittee shall have a Fuel Spill Control Plan approved by the County, and Permittee shall maintain a current copy on file with the Director of County Airports.
- P. Permittee shall have sufficient fuel spill material on all mobile fueling equipment to dike, control, and clean-up a fuel spill of at least twenty-five (25) gallons.
- Q. All mobile fueling equipment shall be parked/staged at least fifty (50) feet from all buildings, except when actually performing a refueling function.
- R. Such mobile fueling equipment shall be operated only by people qualified and trained in aircraft fueling. Permittee shall ensure that all employees providing aircraft fueling functions have been fully trained on all airport rules, regulations, minimum standards, and all applicable County Ordinances. Permittee shall provide the County with their employee aircraft fueling training manual, and shall ensure that an updated copy of the employee aircraft fueling training manual is kept on file at the Premises and available for inspection.
- S. FBO shall have adequate storage for waste fuel or test samples or the capability to recycle same.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

5. Fixed Fuel Tank:

- A. The County owns or intends to own:
 - i. A 10,000-gallon Above Ground Fuel Tank (AST) located on the Airport at 2555A Robert Fowler Way;
 - ii. A 12,000-gallon Underground Fuel Storage Tank (UST) located on the Airport at 2635 Cunningham Avenue;
 - iii. A 10,000-gallon UST located on the Airport at 2650 Robert Fowler Way;
 - iv. A 15,000-gallon UST located on the Airport at 2655 Robert Fowler Way.
- B. Permittee shall have access to the 10,000-gallon UST located at 2650 Robert Fowler Way for storage and distribution of Unleaded Aviation Fuel.
- C. Permittee is responsible for any sumping of the UST. The disposal of fuel removed during sumping operations is the responsibility of the Permittee and shall be handled in accordance with state and local laws, rules, regulations.
- D. Permittee shall maintain the UST in good working order.
- E. Permittee shall immediately report to County in writing any equipment failures, maintenance issues, or fuel leaks and spills associated with the UST.
- F. Permittee is responsible for all UST maintenance, including filters and gaskets. Additional repairs and parts will be agreed upon in writing in a Repair Agreement between Permittee and County prior to any work commencement. The Repair Agreement will include who is responsible for completing the repair and, if necessary, a pro-rata schedule for County reimbursement to Permittee upon termination of this Fueling Permit.
- G. Permittee is required to perform all daily, weekly, monthly, and annual inspections per applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- H. As part of this permit, permittee shall perform monthly and annual inspections and record keeping, and maintain annual employee training logs.

6. Supplier Agreement:

Permittee shall enter into a written agreement with its fuel supplier(s) which recognizes the existence of the provisions of this Permit. Copies of such agreements shall be provided to the Director of County Airports prior to the commencement of

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

fuel delivery. All such agreements shall provide that either Permittee's supplier shall indemnify, defend, and hold harmless the County, and provide the County with records of its fuel delivery transactions.

Permittee shall secure County's written approval to engage a fuel supplier and sell brand name products. Permittee shall obtain County's written approval prior to making any changes to supplier and/or brand name.

7. Products Liability Insurance:

Permittee shall verify with its fuel supplier that a minimum of \$25,000,000 (twenty-five million dollars) insurance policy is carried by supplier for products liability purposes at all times. A copy of this policy shall be sent to the Director of County Airports.

8. Term:

The Term of this Fueling Permit shall be concurrent with the terms of the Fixed Base Operator Lease between Permittee and the County authorizing the Permittee to conduct fueling operations at either of the County Airports.

The County or Permittee may terminate this Permit with or without cause on thirty (30) days notice.

Upon Termination of the permit, the County will purchase from Permittee any remaining usable Unleaded Aviation Fuel in the UST. The value of the fuel will be determined by multiplying the number of usable gallons in the tank by the most recent per-gallon invoice price for fuel purchased by Permittee. Any prepaid fuel-flowage fee for the unsold fuel shall be refunded.

9. Rental:

A. Permittee shall pay County fuel flowage fees in the amount set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

B. Fuel flowage fee payments shall be based on total number of gallons delivered by Permittee.

C. Payment of fuel flowage fees shall be submitted by Permittee to County by the tenth of each month for the previous month. Upon expiration or termination of this Permit, payment of any outstanding fuel flowage fees due under this section shall be made within ten (10) days of the expiration or termination date.

D. Permittee acknowledges and agrees that fuel flowage payments received ten days or more after the first of each month must include an additional late

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

payment fee of 10% of the total due, or the amount set forth in the current *Schedule of Fee and Charges for Santa Clara County Airports*, whichever is greater.

- E. A processing fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

10. Reporting, Payments and Statements:

- A. By the tenth of each month, Permittee shall submit a Fuel Flowage Report on the previous month's fuel purchases.
- B. Submitted with the Fuel Flowage Report shall be a supplier invoice, fuel delivery statement, or any other supplier record showing the date of fuel delivery, suppliers' name, and total gallons of each type of fuel Permittee purchased.
- C. Permittee shall keep daily log sheets for each Fuel Truck and the UST. The daily log shall include the date, time, fuel meter reading, and total quantity delivered for each individual fuel transaction.
- D. County shall have the right to audit books, records, and accounts of Permittee as said records and accounts pertain to the storage, sale, or other distribution of fuel at the Airport. Permittee shall keep all pertinent records and evidence of the storage, sale or other distribution of fuel at the airport within Santa Clara County at all times.
- E. Upon request by County, Permittee shall have twenty (20) days to provide all requested books, records, and accounts to County for audit.
- F. In the event that an audit of Permittee's books, records, and accounts discloses a discrepancy of \$1,500.00 or more owing to the County in any given calendar year, Permittee shall bear all audit expenses. Upon written notice by County, Permittee shall have thirty (30) days to submit payment of any audit expenses required under this paragraph.

11. Environmental Requirements:

Permittee shall comply with all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances; including, but not limited to, requirements for above-ground storage tanks, disposal of waste oil and other potentially hazardous substances, air quality and vehicle emissions standards, and the refueling of all aircraft and vehicles.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

12. Incorporation of Lease Agreement:

The terms, covenants and conditions of the aforementioned Fixed Base Operations Master Lease Agreement effective January 1, 2022 by and between County and Permittee are hereby incorporated by reference. In the event of any inconsistency between the terms and conditions of this Permit and those contained in the Fixed Base Operations Master Lease Agreement, the latter shall prevail. This Permit shall be of no further force and effect if the Fixed Based Operations Master Lease Agreement is terminated.

13. Headings, Reference, Law and Joint and Several Liability:

The titles and headings of the various sections of the Permit are intended solely for convenience of reference and are intended to explain, modify or place any construction on any of the provisions of the Permit. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. This Permit shall be governed and construed in accordance with the law of the state of California. If either party consists of more than one person, each such person shall be jointly and severally liable.

14. Severability:

Any provisions of this Permit, which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

15. No Waiver:

No waiver by a party of any provision of this Permit shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Permit or at law shall not prevent the exercise by that party of any other remedy provided in this Permit or at law.

16. Attorney's Fees:

In any dispute between the County and Permittee, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

17. Assignment:

This Permit is not transferable or assignable by Permittee, action of law, or otherwise.

18. Permittee not an Agent of County:

By virtue of this Permit, Permittee shall not be considered an agent, contractor, licensee, or employee of County.

19. Insurance and Indemnification:

Permittee shall comply with and provide insurance as set forth in Exhibit B-8 attached hereto.

20. Penalty for Non-payment or Late Payment:

- A. Failure to pay any required fees, or three late payments of any fees within a calendar year, shall constitute intentional abandonment of the Permit by Permittee, and all rights and privileges given by said Permit may be declared forfeited at the discretion of County.
- B. A Permit terminated for non-payment of fees may not be reinstated when delinquent fees are subsequently paid. A new Permit shall be issued.

21. Notices:

All written notices given in connection with this Permit shall be effective upon personal service or by deposit in the mails, postage prepaid, to the applicable address:

County of Santa Clara: Director of County Airports
 2500 Cunningham Avenue
 San Jose, CA 95148
 (408) 918-7700

or to such other place as County may designate by written notice.

Permittee: Amelia Reid Aviation DBA Tradewinds Aviation
 2650 Robert Fowler Way
 San Jose, CA 95148

Or to such other place as Permittee may designate by written notice.

Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

22. Entire Agreement:

This Permit constitutes the entire agreement of the parties with respect to Permittee’s use of the Airport. Any prior or contemporaneous oral or written agreements by and between the parties with respect to such use of the Airport are revoked and extinguished.

23. Electronic Signature:

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature.

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Permit for storage, sale or distribution of fuel and lubricants for Amelia Reid Aviation
DBA Aerodynamic Aviation at Reid-Hillview Airport

IN WITNESS WHEREOF, the parties hereto have approved and accepted this Fuel
Permit as follows:

COUNTY:

PERMITEE:

**Amelia Reid Aviation DBA Aerodynamic
Aviation**

DocuSigned by:
Harry Freitas
60C28984CB21046D...
HARRY FREITAS
Director of Roads and Airports

DocuSigned by:
Josh Watson
4593CCE8608B471...
Josh Watson
Title: CEO

Date: 1/11/2022

Date: 1/10/2022

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Chris Cheleden
B179ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**LEASE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
JMM AVIATION, LLC**

This Lease Agreement (“Lease”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Lessor”) and JMM Aviation, LLC (“Lessee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

- A. COUNTY is the owner of Reid-Hillview Airport (“Airport”).
- B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the Airport located at 2655 Robert Fowler Way, San Jose, California, San José California for the purpose of engaging in certain Commercial Aeronautical Activities, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LESSEE agree to the foregoing and as follows:

1. Premises

COUNTY agrees to lease to LESSEE and LESSEE agrees to lease from COUNTY the Premises, subject to the terms and conditions of this Lease.

1.1 The Premises consists of the following:

- 1.1.1 Land space of approximately 96,561 square feet that consists of a commercial hangar and office space, a storage shed, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A;
- 1.1.2 The Lessor maintains an easement, as shown in Exhibit A for the purposes of accessing the underground storage tank (UST). The Lessee may utilize this space but may be required to periodically clear the area for UST service or maintenance upon request of County.

2. Term

2.1 The term of this Agreement is one-year commencing on January 1, 2022. (“Term”).

3. Monthly Rent

3.1 The monthly “Rent” or initial Base Rent shall be \$6,708.67 due and payable in advance on the first day of each month of the Term.

3.3 A monthly rent discount of \$2,084.60 shall be applied to this lease. The discount period shall expire on December 31, 2022.

3.4 If this Lease is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase or decreases over the January CPI of the base year of 2022. The annual CPI adjustment shall not exceed 2.5%.

3.5 All rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

3.6 A Security Deposit of \$6,708.67 (equivalent to one-months’ rent) shall be payable by Lessee upon full execution of this Lease as security for the return of the Premises at the expiration of the term of the Lease in as good condition as when Lessee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Lease. The Security Deposit may also be used in the event of termination of this Lease to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Lease without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.

3.7 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time-to-time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after

due and owing. Lessee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full.

3.8 Other Fee

Lessee shall pay Lessor the following fees in addition to Monthly Rent

3.8.1 10% of any rent received from non-aviation subtenants who shall be approved in writing by Lessor.

Lessor may perform a quarterly audit of Lessee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Lessee shall bear the audit expenses.

4. Use of Premises

4.1 This Lease grants Lessee the right and privilege to use the Premises for the purpose of operating a Fixed Based Operation (FBO) and shall be restricted to the uses listed herein ("Permitted Uses" or "Commercial Aeronautical Activities"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Lease, Lessee agrees that Lessee shall use the premises to provide the following Commercial Aeronautical Activities. Lessee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent, which consent shall not be withheld within the sole but reasonable discretion of County.

- a) Aircraft Maintenance and Repair;
- b) Aircraft Rental;
- c) Pilot Training; and
- d) Ground School for Flight Training

4.1.2 The following services may be provided by the Lessee or a secondary service provider. Use of a secondary service provider shall require written approval of the County:

- a) Aircraft Washing & Detailing;
- b) Aircraft Upholstery;
- c) Sale and/or Lease of New and Used Aircraft;
- d) Sale of New and/or Used Aircraft Parts, Supplies, Instruments and Accessories Avionics;

- e) Special Flight Services including Aerial Sightseeing, Aerial Advertising and Aerial Photography;
 - f) Air Taxi/Charter;
 - g) Vehicular Rental
- 4.1.3 To the extent required by applicable Laws, Lessee shall employ sufficient personnel who are appropriately rated by the Federal Aviation Administration (“FAA”) for the work being performed and who hold airframe, power plant, or aircraft inspection ratings.
- 4.1.4 If Lessee desires to provide additional services, written approval of the County prior to commencement of such service is required.
- 4.1.5 Lessee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground.
- 4.1.6 Fueling
- 4.1.6.1 Lessee is authorized to operate its own fuel truck for the sole purpose of fueling its own aircraft used in the course of its daily flight training and aircraft rental business, provided Lessee obtains a Commercial Self Fueling Permit.
 - 4.1.6.2 If authorized in writing by the County separately from this lease to conduct retail fueling operations, Lessee must obtain an approved Permit for Retail Sale or Distribution of Fuel and Lubricants from Lessor prior to exercises of its privilege of retail fuel sales.
 - 4.1.6.3 All fueling on the Premises conducted under the above sections or otherwise subject to all applicable federal, state, and local laws and regulations.
- 4.1.7 Licensee shall use the premises for legal commercial business purposes only. No residential use is permitted. Licensee action of non-compliance shall constitute an Agreement violation.
- 4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Lessee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Lessee’s services.
- 4.3 Identification and Periodic Reporting of Stored Aircraft
Lessee shall, at all times, maintain a current list of all aircraft permanently based, hangered, either inside or outside the Premises (excluding such other areas of the

Airport which are not part of the Premises), and containing for each aircraft the name and address of the aircraft owner, the aircraft type (make, model, year, if known), and the aircraft registration number. Starting on the Effective Date, the Lessee shall provide the County with a copy of such a list on the first day of every other month, and at any other time the County reasonably requests same.

4.4 Accident Reports

Lessee agrees to report any accidents at the Airport, including but not limited to, involving Lessee, or Lessee's guests which occur at the Airport to the Lessor in writing within 24 hours of Lessee's learning of such. Lessee is also responsible for notifying any federal, state or local authorities, as required by law.

4.5 Airport Access and Security

Security of the Premises must be maintained at all times. Lessee shall maintain secured controlled access at all entrances to the Premises to prevent unauthorized access onto Airport property. Lessee shall ensure the control of all movement of Lessee's operations and those of their guests/customers, including all deliveries. Lessee shall escort all guests, vendors and delivery personnel at all times. Lessee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the Premises shall be controlled by the Lessee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Lessee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of Lessor.

4.6 Compliance with Laws.

The use of the Premises by Lessee and this Lease shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or

hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Lease shall (otherwise expand Lessee's obligations under this Lease, including but not limited to, Lessee's financial obligations.

4.7 Nonexclusive Rights

Lessee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this lease. Nothing in this Lease shall be construed to grant to Lessee any exclusive right to conduct any aeronautical activity at the Airport except of for the Premises.

4.8 Vehicle Parking and Storage

The premises may not be used for the maintenance or long-term storage of any vehicle not actively used in the day-to-day operations of the Lessees authorized use of premises. Any vehicle parked or stored on the premises must be fully operational, with the exception of short periods of time while the vehicle is waiting for service, in compliance with applicable Legal Requirements, and have current registration and insurance, as required.

For the purposes of this part, long-term storage is defined as any vehicle parked or stored on the premises for more than 14-days.

The Lessee has 14-days from the execution of this agreement to come into compliance with this requirement after which time, any vehicles parked on the premises in violation of this requirement may be towed and stored at the Lessee or vehicle owners expense.

4.9 Housekeeping

Lessee agrees to keep Premises, including the exterior and interior portions of all windows, doors and all other glass and signs, orderly, neat, safe and clean and free from rubbish or dirt at all times. Lessee agrees not to store parts, supplies, tires, batteries, engine, oil outdoors. Trash and garbage shall only be kept in area designated by Lessor for such storage and covered at all times.

Lessee agrees to ensure that all operations on the Premises will be in accordance with the Lessors current Storm Water Pollution Prevention Program (SWPPP) and associated Best Business Practices.

5. Expenses

Lessee shall pay for all expenses related to Lessee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash

collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Lessee to the extent necessary to establish accounts in Lessee's name to facilitate Lessee's payment of expenses.

6. Indemnification and Insurance

Lessee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

LESSEE accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental or any other condition of the Premises including improvements, facilities or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Lessee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises."

In furtherance of the foregoing, County and Lessee agree that any CASp inspection elected to be conducted by Lessee shall be done at Lessee's sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this Lease shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Lease, Lessee shall immediately vacate the Premises and remove all personal property to which Lessee or Lessee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Lessee's use of

the Premises. Should Lessee or Lessee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Lessee's expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Lessee or any of the Lessee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Lessee and the Lessee Affiliates represent, warrant and agree that at all times, including after termination of this Lease, Lessee and the Lessee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Lessee or Lessee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Lessee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Lessee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are

necessary for Lessee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Lessee is at all times solely responsible and liable for such Use. Lessee warrants and represents that in all events such Use will be at all times, at Lessee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Lessee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld in County's sole discretion. Lessee shall not be entitled nor permitted to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Lessee is in compliance with this Section 7 or to determine if Hazardous Materials are present in, on or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Lessee, if Lessee or any of the Lessee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Lessee's and Lessee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Lessee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Lessee shall be solely responsible for all liability in connection therewith. Lessor hereby consents to the use by Lessee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Lessee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Lessee's Environmental Obligations.

Lessee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Lessee knows or reasonably should know of such Release. Lessee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Lessee or the Lessee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Lessee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Lessee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining County's prior written consent. Lessee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Lessee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Lessee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner so as to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Lessee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Lessee or the Lessee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Lessee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Lessee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Lessee with any or all Environmental Laws shall excuse Lessee from its obligations of indemnification pursuant hereto. Lessee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Lessee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Lessee. Lessee shall, protect, indemnify, defend (with counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

7.3.5 Lessee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Lessee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from

any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Lessee's Repairs and Maintenance Obligations. Except for and subject to the Lessor's responsibilities as set forth in Section 12, Lessee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Lease, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Lessee and/or Lessee Affiliates or visitors, and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Lessee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Lessee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Lessee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Lessee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.
- 8.2 If Lessee refuses or neglects to repair and maintain the Premises properly as required by this Lease and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Lessee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Lessee for any loss or damage that may accrue to Lessee's property or to Lessee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Lessee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Lessee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Lessee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.
- 8.3 Lessee expressly waives any and all claims against Lessor for compensation or damage for any and all loss, cost or expense sustained by reason of any defect, deficiency or impairment of any utility system, water supply system, draining or

sewer system, heating or gas system, electrical apparatus or wires serving the premises, or the use or operation thereof.

9. Alterations

9.1 Lessee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Lease, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Lessee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.

9.2 Lessee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Lessee or Lessee's officers, agents, employees, contractors, invitees or licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Lessee shall be responsible for the repair and restoration of its improvements, alterations and Lessee's property. If County elects not to restore or replace the Premises or portion thereof, Lessee or County may elect to terminate this Lease. Unless this Lease is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Lessee or any of the Lessee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Lessee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Lessee Responsibilities

- 12.1.1 Report to County any suspected inappropriate activities at the Airport.
- 12.1.2 Monitor and report all safety concerns to County.
- 12.1.3 Keep Premises open during normal business hours.
- 12.1.4 Make available after-hours phone number for emergency issues that occur onsite and require Lessee's attention.
- 12.1.5 Maintain at least one restroom that is open to the public during business hours.

12.2 Operations and Maintenance Responsibilities

The Lessee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Lessee or the employees, agents, or contractors of Lessee. Lessee shall perform the items designated as the responsibility of the Lessee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Lessee's responsibility, at Lessee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Lessee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Lessee shall be responsible for its cleaning and upkeep.

County and Lessee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Lessee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Janitorial services for and general upkeep of restrooms including restroom supplies.

- c) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- d) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- e) Asbestos Management
- f) Mold Remediation
- g) Termite and Rodent Infestation
- h) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- i) Interior and exterior light lamps, including wiring, light fixtures and light bulbs.
- j) Fixed Base Operator signs and directories.
- k) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- l) Interior locks.
- m) Hot water heater and refrigeration units.
- n) Common areas to be kept free and clear of debris.
- o) Landscaping
- p) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- q) Interior and exterior fire extinguishers
- r) Telephone system
- s) Internet
- t) Communication and information technology
- u) Graffiti Abatement
- v) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste
- w) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- x) Heating, air condition, ventilation systems and associated controls.

12.2.2 Lessor Responsibilities

- a) Building identification and directory
- b) Exterior perimeter fence and gates

13. **Limitation of Liability and Indemnity**

- 13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Lessee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management

company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Lessee's and Lessee Affiliates' use of the Premises and/or Lessee's failure to perform any covenant or obligation of Lessee under this Lease. Lessee agrees that the obligations of Lessee herein shall survive the expiration or earlier termination of this Lease.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Lessee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sublessees, subtenants, guests, invitees or occupants of the Premises. Lessee shall not, in any event or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Lease, at no time shall County be responsible or liable to the Lessee or the Lessee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Lease including but not limited to Section 7 of this Lease, at no time shall Lessee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Lessee of its obligations under this Lease, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Lease.

14. Assignment and Subletting

- 14.1 Lessee shall not assign, sublet, license or otherwise transfer or encumber all or any part or Lessee's interest in this Lease, the Premises or the Property without Lessor's prior written consent. Any attempted assignment, sublease or other transfer without Lessor's consent shall be void and of no force and effect, and shall, at the Lessors election, constitute an event of default hereunder.

- 14.2 Lessee shall submit the proposed written agreement between Lessee and the sublessee to County for review and evaluation. County may require that an application be completed and all relevant and applicable information relating to the requested sublease be provided to County for review and evaluation.
- 14.3 Sublessee may not occupy the Premises before County consents to the sublease in writing.

15. Quiet Enjoyment

So long as Lessee successfully complies at all times with all terms and conditions of this Lease, including the timely payment of all Rent, costs and fees when due, Lessee will be entitled to quiet enjoyment of the Premises.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all regular business hours.

17. Default and Remedies/Termination

In addition to any other right to terminate this Lease, any of the following events or occurrences shall constitute a material breach of this Lease by Lessee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Lease and shall have all remedies available at law or in equity:

- 17.1. The failure by Lessee to make any timely payment required by this Lease in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Lessee to observe or perform any covenant, condition or provision of this Lease when such failure continues beyond thirty (30) days after County gives Lessee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Lessee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Lessee is or will be unable to satisfactorily comply with any term or condition of this Lease, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);
- 17.3. Any attempted conveyance, assignment, mortgage or subletting of any or all of this Lease, the Premises or the Property, in which case there shall be no cure period;

- 17.4. Violation by Lessee of any applicable law, rule or regulation with respect to Lessee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Lease; intentional violation of any applicable law, rule or regulation by Lessee shall have no cure period;
- 17.5. Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Lessee without County's prior written consent (after Lessee's notice and opportunity to cure); or the dispossession of Lessee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Lessee's failure to comply with any term, condition or provision of the Lease, beyond any applicable cure period;
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period;
- 17.8. Lessee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Lessee or its guests without any liability whatsoever to County.

18. Audit

Lessee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Lessee's use of the Premises, compliance with the Lease terms, Improvements, Lessee improvements and Tax Expenses. Such books and records shall be kept at the location where Lessee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through any accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Lessee shall fully cooperate with County

or its representatives in such audits and shall promptly resolve any discrepancies between County and Lessee in the accounting of such expenses.

19. Taxes

19.1 Lessee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Lessee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Lease Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement district) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax.

Lessee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Lessee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY: County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LESSEE: JMM Aviation, LLC
2655 Robert Fowler Way
San Jose, CA 95148

Or to such other place as LESSEE may designate by written notice.

21. Miscellaneous**21.1 Waiver**

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Lease, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Lessee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Lease, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations,

shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Lessee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Lease and this Lease (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any separate agreement executed by County and Lessee in connection with this Lease and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Lease may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Lease, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Lease or any amendments or exhibits to this Lease or any document executed and delivered by either party in connection with this Lease.

21.4 Warranty of Authority

Lessor and Lessee each represent that the person executing this Lease on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Lease. Each party hereby warrants that this Lease is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions

If Lessee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Lessee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Lessee's proprietary information is

contained in documents submitted to County, and Lessee claims that such information falls within one or more CPRA exemptions, then Lessee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Lessee prior to such disclosure. If Lessee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Lessee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Lessee or any third parties.

21.7 Waiver of Jury Trial

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of County and Lessee, Lessee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings

Section headings shall not be used in construing this Lease.

21.9 Conflict of Interest

Lessee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, “Lessee Affiliates”) to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Lease and is grounds for immediate termination of this Lease by the County.

21.10 Relationship of Parties

The parties acknowledge and agree that nothing set forth in this Lease shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Lessee shall have no authority to employ any person as employee or

agent on behalf of County for any purpose. Neither Lessee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Lease shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Lessee's status, as well as the status of its officers, agents or employees, including personnel in the administration and performance of services under this Lease, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights

This Lease shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission

Lessee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent or finder in connection with the Premises and/or the negotiation of this Lease, and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Lease or otherwise based upon contacts between the claimant and Lessee.

21.14 OFAC

Lessee represents and warrants to County that: (i) Lessee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Lessee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination

Lessee and Lessee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws

include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Lessee and each of the Lessee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Lessee or any of the Lessee Affiliates discriminate in the provision of services provided under this Lease because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance

It is understood that this Lease is intended to give Lessee a temporary conditional use of the Premises and that Lessee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from County upon expiration, termination or cancellation of this Lease, except as expressly provided for elsewhere in this Lease.

21.17 Prevailing Wage

If the work to be performed by Lessee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Lessee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Lessee is solely liable for failing to comply with prevailing wage laws.

21.18 Wage Theft Prevention

These provisions are in relation to any work performed by Lessee or Lessee Affiliates under the terms or conditions of the Lease only.

Compliance with Wage and Hour Laws. Lessee and the Lessee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

21.18.1 **Final Judgments, Decisions, and Orders.** For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency,

or any other government entity tasked with the investigation and enforcement of wage and hour laws.

- 21.18.2 Prior Judgments against Lessee and/or its contractors. BY SIGNING THIS LEASE, LESSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LEASE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LEASE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.4 Judgments During Term of Lease. If at any time during the Term of this Lease, a court or investigatory government agency issues a final judgment, decision, or order finding that Lessee or any contractor it uses to perform work under this Lease has violated any applicable wage and hour law, or Lessee learns of such a judgment, decision, or order that was not previously disclosed, Lessee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Lessee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Lessee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.5 County's Right to Withhold Payment. Where Lessee or any contractor it employs to perform work under this Lease has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Lessee until such judgment, decision, or order has been satisfied in full.
- 21.18.6 Material Breach. Failure to comply with any part of this Section constitutes a material breach of the Lease. Such breach may serve as a basis for termination of this Lease and/or any other remedies available under this Lease and/or law.

21.18.7 Notice to County Related to Wage Theft Prevention. Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Lease and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19 Counterparts

This Lease, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies

In performing any work on the Premises, Lessee will use best efforts to substantially comply with Lessor's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by Lessor, and Lessor's Green Cleaning Policy Administrative Guidelines, as amended from time to time by Lessor.

21.21 Integrated Pest Management Ordinance

When conducting or allowing the performance of any pest management practices or pesticide uses, Lessee, its contractors, employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy

Lessee and Lessee Affiliates, guests and invitees, shall not smoke on, in or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens

Except as expressly authorized in a term or condition found elsewhere in this Lease, Lessee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Lessee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other lien, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Lessee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor; and, Lessee shall indemnify, defend and save harmless Lessor

against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances

Sale, promotion or advertising of any type of alcohol or controlled substances are strictly prohibited on, in or near the Premises.

21.25 Timing

In the event the time for performance of any obligation under this Lease shall fall on a Saturday, Sunday or court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival

Those provisions which by their nature should survive termination, cancellation or expiration of this Lease, shall so survive.

21.27 Recitals and Exhibits

The Recitals stated above, and all Exhibits referenced in this Lease, are incorporated herein and made a part of this Lease by this reference.

22. FAA Assurance

Should Lessee provide any service to the public, including subleasing, at the airport, Lessee shall:

22.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and

22.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

LEASE AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND JMM AVIATION, LLC

IN WITNESS WHEREOF, the parties hereto have executed this Lease as follows:

LESSOR:

LESSEE:

County of Santa Clara, a political subdivision of the State of California

JMM Aviation, LLC

DocuSigned by:

Harry Freitas

HARRY FREITAS
Director, Roads and Airports Department

Date: 1/3/2022

Jeff Marzonet

Jeff Marzonet
Title: Manager

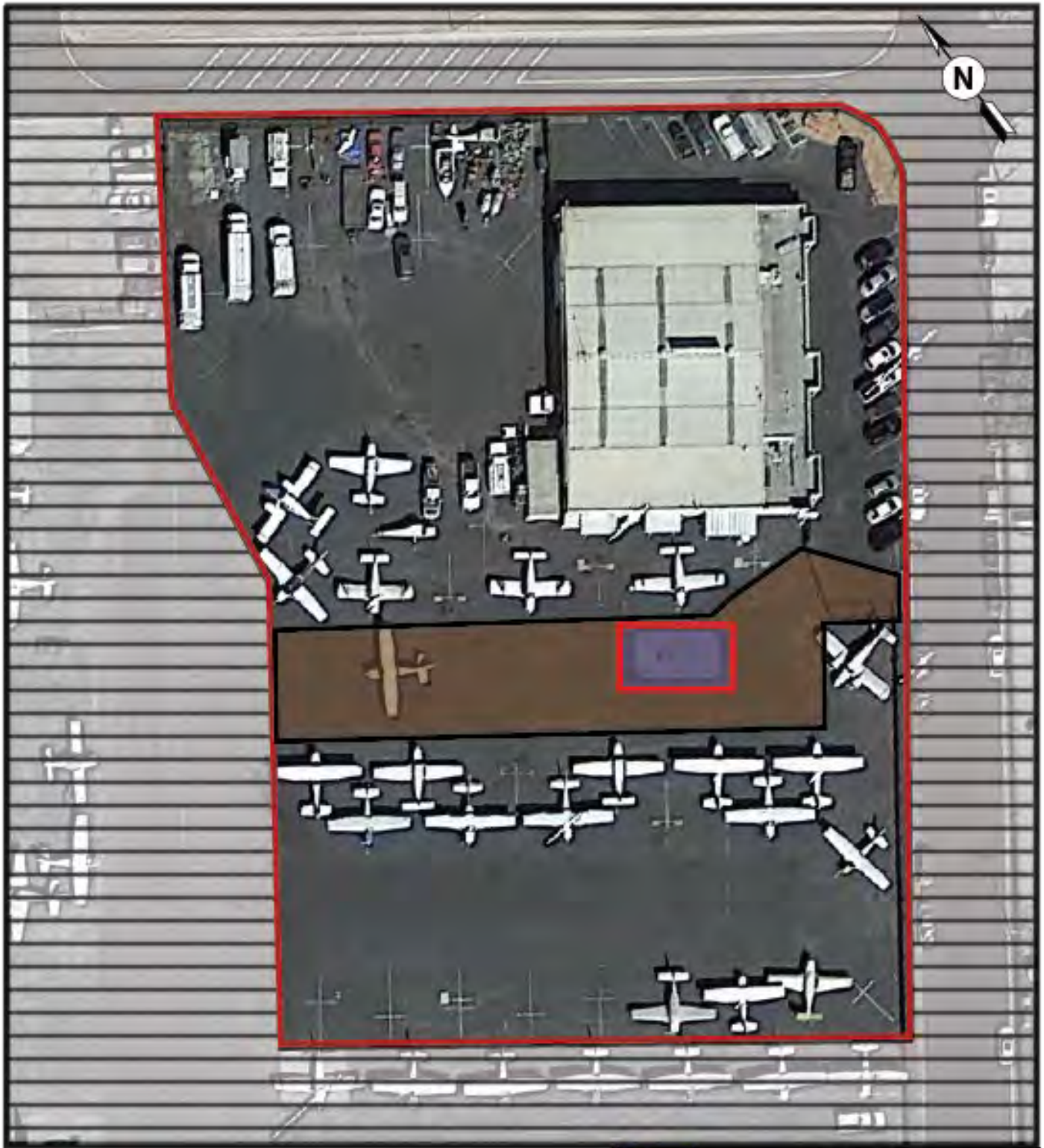
Date: 12-31-21

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Chris Cheleden

Christopher R. Cheleden
Lead Deputy County Counsel




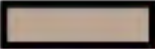

-  Leasehold Boundary
-  Lessor Easement Boundary
-  UST Location Excluded From Leasehold



Exhibit A
Marconet Aviation Leasehold

COUNTY OF SANTA CLARA

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**PERMIT FOR STORAGE, SALE OR DISTRIBUTION
OF FUEL AND LUBRICANTS FOR
JMM AVIATION, LLC
AT REID-HILLVIEW AIRPORT**

This is a Permit for the storage, sale or distribution of fuel and other lubricants (“Fueling Permit”), effective January 1, 2022, issued by the County of Santa Clara, hereinafter referred to as “County,” to JMM Aviation, LLC hereinafter referred to as “Permittee.”

Whereas, Permittee desires to engage in the storage, sale, or distribution of fuel and lubricants at Reid-Hillview Airport, hereinafter referred to as “Airport.”

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Non-Exclusive Permit:

County hereby grants Permittee a non-exclusive permit to engage in the storage, sale and distribution of aircraft fuel and lubricants at the Airport.

2. Method of Operation:

Storage, sale or distribution of fuel and lubricants by Permittee shall be confined solely to Permittee’s leased premises described in the lease agreement between the County of Santa Clara and JMM Aviation, LLC and all public areas of the Airport, effective January 1, 2022. Permittee shall be permitted to fuel aircraft only upon demand by Permittee’s customers, and the dispensing and delivery of fuel into aircraft shall be conducted in accordance with all applicable federal, state and local laws, rules, regulations, minimum standards, and ordinances.

Permittee shall not be permitted to use fuel trucks or any other vehicles to meet or detain aircraft for the purpose of soliciting the sale of Permittee’s products. Permittee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale of service provided by Permittee. County reserves the right to review and approve such charges.

3. Equipment and Facilities:

- A. Storage tanks, dispensing facilities, fixed and/or mobile fuel equipment, or other facilities constructed or used in connection with the conduct of Permittee’s sale or distribution of fuel and lubricants shall meet all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

- B. Permittee shall provide fuel pumping and aircraft support equipment, whether fixed or mobile, meeting all applicable safety requirements, including certified metering devices. Such equipment shall include adequate fire extinguishers and may include aircraft tugs, ground power starters, auxiliary power units, aircraft tow bars and heads, oxygen cart, nitrogen cart, aircraft securing equipment (ropes, chains, wheel chocks, etc.), and marshalling wands. All equipment shall be subject to inspection by the County.
- C. Permittee shall provide aircraft fueling services conforming to the hours of operation as specified by the FBO master lease agreement.
- D. Permittee must ensure that the current fuel price for fuel carried in a fuel truck is clearly marked on the containing fuel trucks or advertised on AirNav.com.
- E. The Permittee is only authorized to distribute Unleaded Aviation Fuel and Jet fuel.
- F. Permittee staff must wear company approved uniforms clearly identifying them as Permittee staff during all aircraft fueling and flight line servicing operations.
- G. Permittee shall notify the County any time that Permittee is not able to provide fueling services for greater than 24 hours and again when fueling services are restored. Depending upon the circumstances, the County may elect to issue a NOTAM regarding available fuel. Notice to County may be via telephone call, email or both.

4. Safety Requirements:

- A. All work performed under this Permit shall be carried out in such a manner as to ensure the public's safety and to meet or exceed the safety standards outlined by all applicable federal, state, and local laws, rules, regulations, minimum standards, and/or ordinances. County reserves the right to immediately prohibit or limit Permittee's fueling operation when reasonably necessary to protect the public safety.
- B. All fuel delivered to Permittee by its fuel suppliers shall be placed directly into County approved storage facilities, the location and design of which shall have been approved by the County and which shall be in full compliance with all applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- C. Fuel delivered, stored, or dispensed by Permittee shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) for the specific fuel. Ensuring the quality of the fuel is the sole responsibility of Permittee.

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

- D. At least one Fuel Truck with a minimum capacity of 500 gallons of Unleaded Aviation Gasoline and one Fuel Truck with a minimum capacity of 2,000 gallons of Jet A are required to be operative at all times for products offered by permittee. All Fuel Trucks shall be equipped with reliable metering equipment, filters, and grounding or bonding equipment.
- E. All Fuel Trucks shall meet all applicable Federal, State of California, and Santa Clara County standards for each type of fuel dispensed. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by: State of California & County of Santa Clara; NFPA Codes; 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and Applicable ACs (Advisory Circulars) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- F. No mobile fueling equipment shall be placed on Permittee's leasehold property without first receiving prior written consent from the Director of County Airports. Permittee shall, at its own expense, maintain and keep his/her fuel dispensing equipment in a safe operating condition. Permittee's equipment shall be subject to inspection by the County. Use of equipment not inspected by the County and not owned or exclusively leased by Permittee is prohibited.
- G. There shall be at least one fire extinguisher having a minimum rating of 20-B:C accessible within 50 feet during fueling operations. Fuel trucks shall have a minimum of two fire extinguishers of a type and in a location, which conform to N.F.P.A. 407 standards.
- H. Fueling is permitted into approved aircraft, containers and ground service equipment only.
- I. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize the electrical potential between the fueling equipment and the aircraft. The bond shall be maintained until fueling connections have been removed. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
- J. No electrical devices such as cell phones, radios, transmitters, receivers, or any other electrical appliances shall be switched on or off during fueling operations.
- K. During the fueling or defueling of an aircraft, no person shall, within 100 feet of that aircraft, use any material that is likely to cause a spark or be a source of

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

ignition. Smoking in the vicinity of aircraft fueling or defueling operations is strictly prohibited.

- L. Aircraft shall not be fueled while any aircraft engine is running. Hot fueling of helicopters is prohibited, except as provided under National Fire Protection Association (N.F.P.A.) regulations.
- M. No aircraft shall be either fueled or defueled while any person is on board the aircraft.
- N. Anybody engaged in the fueling and defueling of aircraft shall exercise care to prevent overflow of fuel. The person in charge shall take proper measures to remove volatile liquid when it is spilled during transfer.
- O. Permittee shall have a Fuel Spill Control Plan approved by the County, and Permittee shall maintain a current copy on file with the Director of County Airports.
- P. Permittee shall have sufficient fuel spill material on all mobile fueling equipment to dike, control, and clean-up a fuel spill of at least twenty-five (25) gallons.
- Q. All mobile fueling equipment shall be parked/staged at least fifty (50) feet from all buildings, except when actually performing a refueling function.
- R. Such mobile fueling equipment shall be operated only by people qualified and trained in aircraft fueling. Permittee shall ensure that all employees providing aircraft fueling functions have been fully trained on all airport rules, regulations, minimum standards, and all applicable County Ordinances. Permittee shall provide the County with their employee aircraft fueling training manual, and shall ensure that an updated copy of the employee aircraft fueling training manual is kept on file at the Premises and available for inspection.
- S. FBO shall have adequate storage for waste fuel or test samples or the capability to recycle same.

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

5. Fixed Fuel Tank:

- A. The County owns or intends to own:
 - i. A 10,000-gallon Above Ground Fuel Tank (AST) located on the Airport at 2555A Robert Fowler Way;
 - ii. A 12,000-gallon Underground Fuel Storage Tank (UST) located on the Airport at 2635 Cunningham Avenue;
 - iii. A 10,000-gallon UST located on the Airport at 2650 Robert Fowler Way;
 - iv. A 15,000-gallon UST located on the Airport at 2655 Robert Fowler Way.
- B. Permittee shall have access to the 15,000-gallon UST located at 2655 Robert Fowler Way for storage and distribution of Unleaded Aviation Fuel.
- C. Permittee is responsible for any sumping of the UST. The disposal of fuel removed during sumping operations is the responsibility of the Permittee and shall be handled in accordance with state and local laws, rules, regulations.
- D. Permittee shall maintain the UST in good working order.
- E. Permittee shall immediately report to County in writing any equipment failures, maintenance issues, or fuel leaks and spills associated with the UST.
- F. Permittee is responsible for all routine UST maintenance, including filters and gaskets. Additional repairs and parts will be agreed upon in writing in a Repair Agreement between Permittee and County prior to any work commencement. The Repair Agreement will include who is responsible for completing the repair and, if necessary, a pro-rata schedule for County reimbursement to Permittee upon termination of this Fueling Permit. Permittee is required to perform all daily, weekly, monthly, and annual inspections per applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- H. As part of this permit, permittee shall perform monthly and annual inspections and record keeping, and maintain annual employee training logs.

6. Supplier Agreement:

Permittee shall enter into a written agreement with its fuel supplier(s) which recognizes the existence of the provisions of this Permit. Copies of such agreements shall be provided to the Director of County Airports prior to the commencement of fuel delivery. All such agreements shall provide that either Permittee's supplier

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

shall indemnify, defend, and hold harmless the County, and provide the County with records of its fuel delivery transactions.

Permittee shall secure County's written approval to engage a fuel supplier and sell brand name products. Permittee shall obtain County's written approval prior to making any changes to supplier and/or brand name.

7. Products Liability Insurance:

Permittee shall verify with its fuel supplier that a minimum of \$25,000,000 (twenty-five million dollars) insurance policy is carried by supplier for products liability purposes at all times. A copy of this policy shall be sent to the Director of County Airports.

8. Term:

The Term of this Fueling Permit shall be concurrent with the terms of the Fixed Base Operator Lease between Permittee and the County authorizing the Permittee to conduct fueling operations at either of the County Airports.

The County or Permittee may terminate this Permit with or without cause on thirty (30) days notice.

Upon Termination of the permit, the County will purchase from Permittee any remaining usable unleaded aviation fuel in the UST. The value of the fuel will be determined by multiplying the number of gallons in the tank by the most recent per-gallon invoice price for fuel purchased by Permittee. Any prepaid fuel-flowage fee for the unsold fuel shall be refunded.

To the extent that Jet Fuel can be transferred from the Permittee's fuel tank to a County managed fuel tank, the County will purchase from Permittee any remaining usable Jet fuel. The value of the fuel will be determined by multiplying the number of gallons transferred from Permittees tank to County's tank by the most recent per-gallon invoice price for fuel purchased by Permittee. Any prepaid fuel-flowage fee for the unsold fuel shall be refunded.

9. Rental:

- A. Permittee shall pay County fuel flowage fees in the amount set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.
- B. Fuel flowage fee payments shall be based on total number of gallons delivered to Permittee.
- C. Payment of fuel flowage fees shall be submitted by Permittee to County by the tenth of each month for the previous month. Upon expiration or termination

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

of this Permit, payment of any outstanding fuel flowage fees due under this section shall be made within ten (10) days of the expiration or termination date.

- D. Permittee acknowledges and agrees that fuel flowage payments received ten days or more after the first of each month must include an additional late payment fee of 10% of the total due, or the amount set forth in the current *Schedule of Fee and Charges for Santa Clara County Airports*, whichever is greater.
- E. A processing fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

10. Reporting, Payments and Statements:

- A. By the tenth of each month, Permittee shall submit a Fuel Flowage Report on the previous month's fuel purchases.
- B. Submitted with the Fuel Flowage Report shall be a supplier invoice, fuel delivery statement, or any other supplier record showing the date of fuel delivery, suppliers' name, and total gallons of each type of fuel Permittee purchased.
- C. Permittee shall keep daily log sheets for each Fuel Truck and the UST. The daily log shall include the date, time, fuel meter reading, and total quantity delivered for each individual fuel transaction.
- D. County shall have the right to audit books, records, and accounts of Permittee as said records and accounts pertain to the storage, sale, or other distribution of fuel at the Airport. Permittee shall keep all pertinent records and evidence of the storage, sale or other distribution of fuel at the airport within Santa Clara County at all times.
- E. Upon request by County, Permittee shall have twenty (20) days to provide all requested books, records, and accounts to County for audit.
- F. In the event that an audit of Permittee's books, records, and accounts discloses a discrepancy of \$1,500.00 or more owing to the County in any given calendar year, Permittee shall bear all audit expenses. Upon written notice by County, Permittee shall have thirty (30) days to submit payment of any audit expenses required under this paragraph.

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

11. Environmental Requirements:

Permittee shall comply with all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.

12. Incorporation of Lease Agreement:

The terms, covenants and conditions of the aforementioned Fixed Base Operations Master Lease Agreement effective January 1, 2022 by and between County and Permittee are hereby incorporated by reference. In the event of any inconsistency between the terms and conditions of this Permit and those contained in the Fixed Base Operations Master Lease Agreement, the latter shall prevail. This Permit shall be of no further force and effect if the Fixed Based Operations Master Lease Agreement is terminated.

13. Headings, Reference, Law and Joint and Several Liability:

The titles and headings of the various sections of the Permit are intended solely for convenience of reference and are intended to explain, modify or place any construction on any of the provisions of the Permit. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. This Permit shall be governed and construed in accordance with the law of the state of California. If either party consists of more than one person, each such person shall be jointly and severally liable.

14. Severability:

Any provisions of this Permit, which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

15. No Waiver:

No waiver by a party of any provision of this Permit shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Permit or at law shall not prevent the exercise by that party of any other remedy provided in this Permit or at law.

16. Attorney's Fees:

In any dispute between the County and Permittee, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

17. Assignment:

This Permit is not transferable or assignable by Permittee, action of law, or otherwise.

18. Permittee not an Agent of County:

By virtue of this Permit, Permittee shall not be considered an agent, contractor, licensee, or employee of County.

19. Insurance and Indemnification:

Permittee shall comply with and provide insurance as set forth in Exhibit B-8 attached hereto.

20. Penalty for Non-payment or Late Payment:

- A. Failure to pay any required fees, or three late payments of any fees within a calendar year, shall constitute intentional abandonment of the Permit by Permittee, and all rights and privileges given by said Permit may be declared forfeited at the discretion of County.
- B. A Permit terminated for non-payment of fees may not be reinstated when delinquent fees are subsequently paid. A new Permit shall be issued.

21. Notices:

All written notices given in connection with this Permit shall be effective upon personal service or by deposit in the mails, postage prepaid, to the applicable address:

County of Santa Clara: Director of County Airports
 2500 Cunningham Avenue
 San Jose, CA 95148
 (408) 918-7700

or to such other place as County may designate by written notice.

Permittee: JMM Aviation LLC
 2655 Robert Fowler Way
 San Jose, CA 95148

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at
Reid-Hillview Airport

Or to such other place as Permittee may designate by written notice.

22. Entire Agreement:

This Permit constitutes the entire agreement of the parties with respect to Permittee's use of the Airport. Any prior or contemporaneous oral or written agreements by and between the parties with respect to such use of the Airport are revoked and extinguished.

23. Electronic Signature:

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature.

Permit for storage, sale or distribution of fuel and lubricants for JMM Aviation, LLC at Reid-Hillview Airport

IN WITNESS WHEREOF, the parties hereto have approved and accepted this Fuel Permit as follows:

COUNTY:

PERMITEE:
JMM Aviation, LLC

DocuSigned by:
Harry Freitas
HARRY FREITAS
Director of Roads and Airports

Jeff Marconet
Jeff Marconet
Manager

Date: 1/11/2022

Date: 1-11-22

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Chris Cheleden
Christopher R. Cheleden
Lead Deputy County Counsel

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

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upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**LEASE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
CALIFORNIA IN NICE DBA NICE AIR**

This Lease Agreement (“Lease”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Lessor”) and California In Nice DBA Nice Air (“Lessee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

- A. COUNTY is the owner of Reid-Hillview Airport (“Airport”).
- B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the Airport located at 2575 Robert Fowler Way, San Jose, California, San José California for the purpose of engaging in certain Commercial Aeronautical Activities, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LESSEE agree to the foregoing and as follows:

1. Premises

COUNTY agrees to lease to LESSEE and LESSEE agrees to lease from COUNTY the Premises, subject to the terms and conditions of this Lease.

1.1 The Premises consists of the following:

- 1.1.1 Land space of approximately 44,469 square feet that consists of a commercial hangar and office space, a storage shed, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A;

2. Term

2.1 The term of this Agreement is one-year commencing on January 1, 2022. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be \$2,774.07 due and payable in advance on the first day of each month of the Term.
- 3.2 A monthly rent discount of \$787.50 shall be applied to this lease. The discount period shall expire on December 31, 2022.
- 3.3 If this Lease is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase or decreases over the January CPI of the base year of 2022. The annual CPI adjustment shall not exceed 2.5%.
- 3.4 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:
- County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148
- 3.5 A Security Deposit of \$2,774.07 (equivalent to one-months’ rent) shall be payable by Lessee upon full execution of this Lease as security for the return of the Premises at the expiration of the term of the Lease in as good condition as when Lessee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Lease. The Security Deposit may also be used in the event of termination of this Lease to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Lease without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.6 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time-to-time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Lessee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due

and payable until paid in full.

3.7 Other Fee

Lessee shall pay Lessor the following fees in addition to Monthly Rent

3.7.1 10% of any rent received from non-aviation subtenants who shall be approved in writing by Lessor.

Lessor may perform a quarterly audit of Lessee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Lessee shall bear the audit expenses.

4. Use of Premises

4.1 This Lease grants Lessee the right and privilege to use the Premises for the purpose of operating a Fixed Based Operation (FBO) and shall be restricted to the uses listed herein ("Permitted Uses" or "Commercial Aeronautical Activities"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Lease, Lessee agrees that Lessee shall use the premises to provide the following Commercial Aeronautical Activities. Lessee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent, which consent shall not be withheld within the sole but reasonable discretion of County.

- a) Aircraft Maintenance and Repair;
- b) Aircraft Rental;
- c) Pilot Training; and
- d) Ground School for Flight Training

4.1.2 The following services may be provided by the Lessee or a secondary service provider. Use of a secondary service provider shall require written approval of the County:

- a) Aircraft Washing & Detailing;
- b) Aircraft Upholstery;
- c) Sale and/or Lease of New and Used Aircraft;
- d) Sale of New and/or Used Aircraft Parts, Supplies, Instruments and Accessories Avionics;

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- e) Special Flight Services including Aerial Sightseeing, Aerial Advertising and Aerial Photography;
 - f) Air Taxi/Charter;
 - g) Vehicular Rental
- 4.1.3 To the extent required by applicable Laws, Lessee shall employ sufficient personnel who are appropriately rated by the Federal Aviation Administration (“FAA”) for the work being performed and who hold airframe, power plant, or aircraft inspection ratings.
- 4.1.4 If Lessee desires to provide additional services, written approval of the County prior to commencement of such service is required.
- 4.1.5 Lessee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground.
- 4.1.6 Fueling
- 4.1.6.1 Lessee is authorized to operate its own fuel truck for the sole purpose of fueling its own aircraft used in the course of its daily flight training and aircraft rental business, provided Lessee obtains a Commercial Self Fueling Permit.
 - 4.1.6.2 If authorized in writing by the County separately from this lease to conduct retail fueling operations, Lessee must obtain an approved Permit for Retail Sale or Distribution of Fuel and Lubricants from Lessor prior to exercises of its privilege of retail fuel sales.
 - 4.1.6.3 All fueling on the Premises conducted under the above sections or otherwise subject to all applicable federal, state, and local laws and regulations.
- 4.1.7 Licensee shall use the premises for legal commercial business purposes only. No residential use is permitted. Licensee action of non-compliance shall constitute an Agreement violation.
- 4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Lessee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Lessee’s services.
- 4.3 Business Hours.
Except during reasonable periods for repairing, cleaning, decorating and planned

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closures (i.e. vacations, training, etc.), planned closures shall require prior written authorization of the Lessor. Lessee shall keep the Premises open for business during the days and hours listed below. During all operational hours, Lessee shall have at the Premises adequate and competent personnel necessary for the operation of Lessee's business.

4.3.1 Minimum business hours shall be Monday through Friday 9:00 A.M. to 5:00 P.M, Saturday 9:00 A.M. to 4:00 P.M. provided however, the aircraft maintenance and repair shall be entitled to set its business hours and days in Lessee's reasonable discretion

4.3.2 During non-operating hours, Lessee shall post or make otherwise known a telephone number or other contact provisions to permit an emergency call out.

4.3.3 Lessee is authorized to close during all County-recognized holidays.

4.4 Identification and Periodic Reporting of Stored Aircraft

Lessee shall, at all times, maintain a current list of all aircraft permanently based, hangered, either inside or outside the Premises (excluding such other areas of the Airport which are not part of the Premises), and containing for each aircraft the name and address of the aircraft owner, the aircraft type (make, model, year, if known), and the aircraft registration number. Starting on the Effective Date, the Lessee shall provide the County with a copy of such a list on the first day of every other month, and at any other time the County reasonably requests same.

4.5 Accident Reports

Lessee agrees to report any accidents at the Airport, including but not limited to, involving Lessee, or Lessee's guests which occur at the Airport to the Lessor in writing within 24 hours of Lessee's learning of such. Lessee is also responsible for notifying any federal, state or local authorities, as required by law.

4.6 Airport Access and Security

Security of the Premises must be maintained at all times. Lessee shall maintain secured controlled access at all entrances to the Premises to prevent unauthorized access onto Airport property. Lessee shall ensure the control of all movement of Lessee's operations and those of their guests/customers, including all deliveries. Lessee shall escort all guests, vendors and delivery personnel at all times. Lessee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the Premises shall be controlled by the Lessee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Lessee shall not

have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of Lessor.

4.7 Compliance with Laws.

The use of the Premises by Lessee and this Lease shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Lease shall (otherwise expand Lessee's obligations under this Lease, including but not limited to, Lessee's financial obligations.

4.8 Nonexclusive Rights

Lessee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this lease. Nothing in this Lease shall be construed to grant to Lessee any exclusive right to conduct any aeronautical activity at the Airport except of for the Premises.

4.9 Vehicle Parking and Storage

The premises may not be used for the maintenance or long-term storage of any vehicle not actively used in the day-to-day operations of the Lessees authorized use of premises. Any vehicle parked or stored on the premises must be fully operational, with the exception of short periods of time while the vehicle is waiting for service, in compliance with applicable Legal Requirements, and have current registration and insurance, as required.

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For the purposes of this part, long-term storage is defined as any vehicle parked or stored on the premises for more than 14-days.

The Lessee has 14-days from the execution of this agreement to come into compliance with this requirement after which time, any vehicles parked on the premises in violation of this requirement may be towed and stored at the Lessee or vehicle owners expense.

4.10 Housekeeping

Lessee agrees to keep Premises, including the exterior and interior portions of all windows, doors and all other glass and signs, orderly, neat, safe and clean and free from rubbish or dirt at all times. Lessee agrees not to store parts, supplies, tires, batteries, engine, oil outdoors. Trash and garbage shall only be kept in area designated by Lessor for such storage and covered at all times.

Lessee agrees to ensure that all operations on the Premises will be in accordance with the Lessors current Storm Water Pollution Prevention Program (SWPPP) and associated Best Business Practices.

5. Expenses

Lessee shall pay for all expenses related to Lessee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Lessee to the extent necessary to establish accounts in Lessee's name to facilitate Lessee's payment of expenses.

6. Indemnification and Insurance

Lessee shall comply with and provide insurance as set forth in Exhibit B-8 attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

LESSEE accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental or any other condition of the Premises including improvements, facilities or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Lessee that the Premises have not undergone inspection by a certified access

specialist (“CASp”). As required by Section 1938(e) of the California Civil Code, County also states that:

“A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Lessee agree that any CASp inspection elected to be conducted by Lessee shall be done at Lessee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this Lease shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Lease, Lessee shall immediately vacate the Premises and remove all personal property to which Lessee or Lessee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Lessee’s use of the Premises. Should Lessee or Lessee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Lessee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Lessee or any of the Lessee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Lessee and the Lessee Affiliates represent, warrant and agree that at all times, including after termination of this Lease, Lessee and the Lessee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Lessee or Lessee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous,

toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Lessee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Lessee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Lessee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Lessee is at all times solely responsible and liable for such Use. Lessee warrants and represents that in all events such Use will be at all times, at Lessee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Lessee warrants and represents that any changes to the type and/or quantities of Hazardous

Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld in County's sole discretion. Lessee shall not be entitled nor permitted to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Lessee is in compliance with this Section 7 or to determine if Hazardous Materials are present in, on or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Lessee, if Lessee or any of the Lessee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Lessee's and Lessee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Lessee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Lessee shall be solely responsible for all liability in connection therewith. Lessor hereby consents to the use by Lessee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Lessee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Lessee's Environmental Obligations.

Lessee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Lessee knows or reasonably should know of such Release. Lessee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of

Lessee or the Lessee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Lessee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Lessee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining County's prior written consent. Lessee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Lessee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Lessee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner so as to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Lessee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Lessee or the Lessee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Lessee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Lessee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Lessee with any or all Environmental Laws shall excuse Lessee from its obligations of indemnification pursuant hereto. Lessee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Lessee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Lessee. Lessee shall, protect, indemnify, defend (with counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

7.3.5 Lessee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Lessee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

8.1 Lessee's Repairs and Maintenance Obligations. Except for and subject to the Lessor's responsibilities as set forth in Section 12, Lessee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Lease, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so

damaged if necessary) whether caused by Lessee and/or Lessee Affiliates or visitors, and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Lessee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Lessee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Lessee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Lessee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Lessee refuses or neglects to repair and maintain the Premises properly as required by this Lease and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Lessee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Lessee for any loss or damage that may accrue to Lessee's property or to Lessee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Lessee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Lessee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Lessee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.
- 8.3 Lessee expressly waives any and all claims against Lessor for compensation or damage for any and all loss, cost or expense sustained by reason of any defect, deficiency or impairment of any utility system, water supply system, draining or sewer system, heating or gas system, electrical apparatus or wires serving the premises, or the use or operation thereof.

9. Alterations

- 9.1 Lessee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Lease, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Lessee

may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.

- 9.2 Lessee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Lessee or Lessee's officers, agents, employees, contractors, invitees or licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Lessee shall be responsible for the repair and restoration of its improvements, alterations and Lessee's property. If County elects not to restore or replace the Premises or portion thereof, Lessee or County may elect to terminate this Lease. Unless this Lease is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Lessee or any of the Lessee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Lessee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Lessee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number for emergency issues that occur onsite and require Lessee's attention.

12.1.5 Maintain at least one restroom that is available for Lessee's clients during business hours.

12.2 Operations and Maintenance Responsibilities

The Lessee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Lessee or the employees, agents, or contractors of Lessee. Lessee shall perform the items designated as the responsibility of the Lessee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Lessee's responsibility, at Lessee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Lessee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the Lessee's clients at all times during business hours, and the Lessee shall be responsible for its cleaning and upkeep.

County and Lessee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Lessee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Janitorial services for and general upkeep of restrooms including restroom supplies.
- c) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- d) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- e) Asbestos Management
- f) Mold Remediation
- g) Termite and Rodent Infestation
- h) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- i) Interior and exterior light lamps, including wiring, light fixtures and light bulbs.

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- j) Fixed Base Operator signs and directories.
- k) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- l) Interior locks.
- m) Hot water heater and refrigeration units.
- n) Common areas to be kept free and clear of debris.
- o) Landscaping
- p) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- q) Interior and exterior fire extinguishers
- r) Telephone system
- s) Internet
- t) Communication and information technology
- u) Graffiti Abatement
- v) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste
- w) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- x) Heating, air condition, ventilation systems and associated controls.

12.2.2 Lessor Responsibilities

- a) Building identification and directory
- b) Exterior perimeter fence and gates

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Lessee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Lessee's and Lessee Affiliates' use of the Premises and/or Lessee's failure to perform any covenant or obligation of Lessee under this Lease. Lessee agrees that the obligations of Lessee herein shall survive the expiration or earlier termination of this Lease.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Lessee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sublessees, subtenants, guests, invitees or occupants of the Premises. Lessee shall not, in any event or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Lease, at no time shall County be responsible or liable to the Lessee or the Lessee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Lease including but not limited to Section 7 of this Lease, at no time shall Lessee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Lessee of its obligations under this Lease, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Lease.

14. Assignment and Subletting

- 14.1 Lessee shall not assign, sublet, license or otherwise transfer or encumber all or any part or Lessee's interest in this Lease, the Premises or the Property without Lessor's prior written consent. Any attempted assignment, sublease or other transfer without Lessor's consent shall be void and of no force and effect, and shall, at the Lessors election, constitute an event of default hereunder.
- 14.2 Lessee shall submit the proposed written agreement between Lessee and the sublessee to County for review and evaluation. County may require that an application be completed and all relevant and applicable information relating to the requested sublease be provided to County for review and evaluation.
- 14.3 Sublessee may not occupy the Premises before County consents to the sublease in writing.

15. Quiet Enjoyment

So long as Lessee successfully complies at all times with all terms and conditions of this Lease, including the timely payment of all Rent, costs and fees when due, Lessee will be entitled to quiet enjoyment of the Premises.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises during all business hours.

17. Default and Remedies/Termination

In addition to any other right to terminate this Lease, any of the following events or occurrences shall constitute a material breach of this Lease by Lessee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Lease and shall have all remedies available at law or in equity:

- 17.1. The failure by Lessee to make any timely payment required by this Lease in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Lessee to observe or perform any covenant, condition or provision of this Lease when such failure continues beyond thirty (30) days after County gives Lessee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Lessee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Lessee is or will be unable to satisfactorily comply with any term or condition of this Lease, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);
- 17.3. Any attempted conveyance, assignment, mortgage or subletting of any or all of this Lease, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Lessee of any applicable law, rule or regulation with respect to Lessee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Lease; intentional violation of any applicable law, rule or regulation by Lessee shall have no cure period;
- 17.5. Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a

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reorganization, an arrangement, or otherwise; the abandonment of the Premises by Lessee without County's prior written consent (after Lessee's notice and opportunity to cure); or the dispossession of Lessee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;

- 17.6. Lessee's failure to comply with any term, condition or provision of the Lease, beyond any applicable cure period;
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period;
- 17.8. Lessee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Lessee or its guests without any liability whatsoever to County.

18. Audit

Lessee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Lessee's use of the Premises, compliance with the Lease terms, Improvements, Lessee improvements and Tax Expenses. Such books and records shall be kept at the location where Lessee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through any accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Lessee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Lessee in the accounting of such expenses.

19. Taxes

19.1 Lessee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Lessee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Lease Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement district) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax.

Lessee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Lessee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY: County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LESSEE: California In Nice dba Nice Air
2575 Robert Fowler Way
San Jose, CA 95148

Or to such other place as LESSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Lease, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Lessee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Lease, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations,

shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Lessee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Lease and this Lease (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any separate agreement executed by County and Lessee in connection with this Lease and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Lease may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Lease, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Lease or any amendments or exhibits to this Lease or any document executed and delivered by either party in connection with this Lease.

21.4 Warranty of Authority

Lessor and Lessee each represent that the person executing this Lease on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Lease. Each party hereby warrants that this Lease is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions

If Lessee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Lessee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act

The County is a public agency subject to the disclosure requirements of the

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California Public Records Act (“CPRA”). If Lessee’s proprietary information is contained in documents submitted to County, and Lessee claims that such information falls within one or more CPRA exemptions, then Lessee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Lessee prior to such disclosure. If Lessee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Lessee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Lessee or any third parties.

21.7 Waiver of Jury Trial

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of County and Lessee, Lessee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings

Section headings shall not be used in construing this Lease.

21.9 Conflict of Interest

Lessee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, “Lessee Affiliates”) to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Lease and is grounds for immediate termination of this Lease by the County.

21.10 Relationship of Parties

The parties acknowledge and agree that nothing set forth in this Lease shall be deemed or construed to render the parties as joint venturers, partners, associations,

master-servant, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Lessee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Lessee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Lease shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Lessee's status, as well as the status of its officers, agents or employees, including personnel in the administration and performance of services under this Lease, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights

This Lease shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission

Lessee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent or finder in connection with the Premises and/or the negotiation of this Lease, and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Lease or otherwise based upon contacts between the claimant and Lessee.

21.14 OFAC

Lessee represents and warrants to County that: (i) Lessee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Lessee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination

Lessee and Lessee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Lessee and each of the Lessee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Lessee or any of the Lessee Affiliates discriminate in the provision of services provided under this Lease because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance

It is understood that this Lease is intended to give Lessee a temporary conditional use of the Premises and that Lessee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from County upon expiration, termination or cancellation of this Lease, except as expressly provided for elsewhere in this Lease.

21.17 Prevailing Wage

If the work to be performed by Lessee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Lessee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Lessee is solely liable for failing to comply with prevailing wage laws.

21.18 Wage Theft Prevention

These provisions are in relation to any work performed by Lessee or Lessee Affiliates under the terms or conditions of the Lease only.

Compliance with Wage and Hour Laws. Lessee and the Lessee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the

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Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.2 Prior Judgments against Lessee and/or its contractors. BY SIGNING THIS LEASE, LESSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LEASE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LEASE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.4 Judgments During Term of Lease. If at any time during the Term of this Lease, a court or investigatory government agency issues a final judgment, decision, or order finding that Lessee or any contractor it uses to perform work under this Lease has violated any applicable wage and hour law, or Lessee learns of such a judgment, decision, or order that was not previously disclosed, Lessee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Lessee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Lessee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.5 County’s Right to Withhold Payment. Where Lessee or any contractor it employs to perform work under this Lease has been found in violation of any applicable wage and hour law by a final judgment,

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decision, or order of a court or government agency, the County reserves the right to withhold payment to Lessee until such judgment, decision, or order has been satisfied in full.

- 21.18.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Lease. Such breach may serve as a basis for termination of this Lease and/or any other remedies available under this Lease and/or law.
- 21.18.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Lease and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19 Counterparts

This Lease, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies

In performing any work on the Premises, Lessee will use best efforts to substantially comply with Lessor's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by Lessor, and Lessor’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by Lessor.

21.21 Integrated Pest Management Ordinance

When conducting or allowing the performance of any pest management practices or pesticide uses, Lessee, its contractors, employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy

Lessee and Lessee Affiliates, guests and invitees, shall not smoke on, in or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens

Except as expressly authorized in a term or condition found elsewhere in this Lease, Lessee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Lessee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other lien, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Lessee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor; and, Lessee shall indemnify, defend and save harmless Lessor against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances

Sale, promotion or advertising of any type of alcohol or controlled substances are strictly prohibited on, in or near the Premises.

21.25 Timing

In the event the time for performance of any obligation under this Lease shall fall on a Saturday, Sunday or court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival

Those provisions which by their nature should survive termination, cancellation or expiration of this Lease, shall so survive.

21.27 Recitals and Exhibits

The Recitals stated above, and all Exhibits referenced in this Lease, are incorporated herein and made a part of this Lease by this reference.

22. FAA Assurance

Should Lessee provide any service to the public, including subleasing, at the airport, Lessee shall:

- 22.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and
- 22.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as follows:

LESSOR:

LESSEE:

County of Santa Clara, a political subdivision of the State of California

California in Nice DBA Nice Air

DocuSigned by: Harry Freitas
6DC28984CB2D46D
HARRY FREITAS
Director, Roads and Airports Department


HIROYASU TAKAI
Title: president

Date: 1/3/2022

Date: 12/31/2021

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by: Chris Cheleden
B179ECE83EEF431
Christopher R. Cheleden
Lead Deputy County Counsel




 Leasehold Boundary

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

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upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**PERMIT FOR STORAGE, SALE OR DISTRIBUTION
OF FUEL AND LUBRICANTS FOR
CALIFORNIA IN NICE DBA NICE AIR
AT REID-HILLVIEW AIRPORT**

This is a Permit for the storage, sale or distribution of fuel and other lubricants (“Fueling Permit”), effective January 1, 2022, issued by the County of Santa Clara, hereinafter referred to as “County,” to California in Nice, DBA Nice Air hereinafter referred to as “Permittee.”

Whereas, Permittee desires to engage in the storage, sale, or distribution of fuel and lubricants at Reid-Hillview Airport, hereinafter referred to as “Airport.”

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Non-Exclusive Permit:

County hereby grants Permittee a non-exclusive permit to engage in the storage, sale and distribution of aircraft fuel and lubricants at the Airport.

2. Method of Operation:

Storage, sale or distribution of fuel and lubricants by Permittee shall be confined solely to Permittee’s leased premises described in the lease agreement between the County of Santa Clara and Nice Air and all public areas of the Airport, effective January 1, 2022. Permittee shall be permitted to fuel aircraft only upon demand by Permittee’s customers, and the dispensing and delivery of fuel into aircraft shall be conducted in accordance with all applicable federal, state and local laws, rules, regulations, minimum standards, and ordinances. Permittee is strictly prohibited from storing, selling, or distribute leaded fuel at all County Airports.

Permittee shall not be permitted to use fuel trucks or any other vehicles to meet or detain aircraft for the purpose of soliciting the sale of Permittee’s products. Permittee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale of service provided by Permittee. County reserves the right to review and approve such charges.

3. Equipment and Facilities:

- A. Storage tanks, dispensing facilities, fixed and/or mobile fuel equipment, or other facilities constructed or used in connection with the conduct of Permittee’s sale or distribution of fuel and lubricants shall meet all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.

Permit for storage, sale or distribution of fuel and lubricants for California In Nice DBA
Nice Air at Reid-Hillview Airport

- B. Permittee shall provide fuel pumping and aircraft support equipment, whether fixed or mobile, meeting all applicable safety requirements, including certified metering devices. Such equipment shall include adequate fire extinguishers and may include aircraft tugs, ground power starters, auxiliary power units, aircraft tow bars and heads, oxygen cart, nitrogen cart, aircraft securing equipment (ropes, chains, wheel chocks, etc.), and marshalling wands. All equipment shall be subject to inspection by the County.
- C. Permittee shall provide aircraft fueling services conforming to the hours of operation as specified by the FBO master lease agreement. Permittee shall provide twenty-four (24) hour Unleaded Aviation Fuel self-fueling services seven days per week at the County's Above Ground Storage Tank (AST).
- D. Permittee must ensure that all current fuel prices are clearly marked on all Fuel Trucks and the AST.
- E. The Permittee is only authorized to sell or distribute Unleaded Aviation Fuel and Jet fuel.
- F. Permittee staff must wear company approved uniforms clearly identifying them as Permittee staff during all aircraft fueling and flight line servicing operations.
- G. In the event the Permittee's fueling equipment is inoperative, or Permittee runs out of any aircraft fuel intended for retail sale, the permittee must notify the County. Upon receipt of notification, the County may issue a Notice to Airmen (NOTAM) specifying the condition of the fueling equipment or supply. When the fueling equipment is repaired or additional fuel is delivered, Permittee shall notify the Airport Operations Office at which time such NOTAM shall be cancelled. Notification to the County in writing shall occur within two hours of the time Permittee is made aware of the situation and may be via telephone call, email or both.

4. Safety Requirements:

- A. All work performed under this Permit shall be carried out in such a manner as to ensure the public's safety and to meet or exceed the safety standards outlined by all applicable federal, state, and local laws, rules, regulations, minimum standards, and/or ordinances. County reserves the right to immediately prohibit or limit Permittee's fueling operation when reasonably necessary to protect the public safety.
- B. All fuel delivered to Permittee by its fuel suppliers shall be placed directly into County approved storage facilities, the location and design of which shall have been approved by the County and which shall be in full compliance with all

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applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.

- C. Fuel delivered, stored, or dispensed by Permittee shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) for the specific fuel. Ensuring the quality of the fuel is the sole responsibility of Permittee.
- D. At least one Fuel Truck with a minimum capacity of 500 gallons of Unleaded Aviation Gasoline is required to be operative at all times. All Fuel Trucks shall be equipped with reliable metering equipment, filters, and grounding or bonding equipment.
- E. All Fuel Trucks shall meet all applicable Federal, State of California, and Santa Clara County standards for each type of fuel dispensed. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by: State of California & County of Santa Clara; NFPA Codes; 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and Applicable ACs (Advisory Circulars) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- F. No mobile fueling equipment shall be placed on Permittee's leasehold property without first receiving prior written consent from the Director of County Airports. Permittee shall, at its own expense, maintain and keep his/her fuel dispensing equipment in a safe operating condition. Permittee's equipment shall be subject to inspection by the County. Use of equipment not inspected by the County and not owned or exclusively leased by Permittee is prohibited.
- G. There shall be at least one fire extinguisher having a minimum rating of 20-B:C accessible within 50 feet during fueling operations. Fuel trucks shall have a minimum of two fire extinguishers of a type and in a location, which conform to N.F.P.A. 407 standards.
- H. Fueling is permitted into approved aircraft and ground service equipment only.
- I. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize the electrical potential between the fueling equipment and the aircraft. The bond shall be maintained until fueling connections have been removed. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.

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- J. No electrical devices such as cell phones, radios, transmitters, receivers, or any other electrical appliances shall be switched on or off during fueling operations.
- K. During the fueling or defueling of an aircraft, no person shall, within 100 feet of that aircraft, use any material that is likely to cause a spark or be a source of ignition. Smoking in the vicinity of aircraft fueling or defueling operations is strictly prohibited.
- L. Aircraft shall not be fueled while any aircraft engine is running. Hot fueling of helicopters is prohibited, except as provided under National Fire Protection Association (N.F.P.A.) regulations.
- M. No person shall start the engine of any aircraft when there is any fuel on the ground under such aircraft.
- N. No aircraft shall be either fueled or defueled while any person is on board the aircraft.
- O. Anybody engaged in the fueling and defueling of aircraft shall exercise care to prevent overflow of fuel. The person in charge shall take proper measures to remove volatile liquid when it is spilled during transfer.
- P. Permittee shall have a Fuel Spill Control Plan approved by the County, and Permittee shall maintain a current copy on file with the Director of County Airports.
- Q. Permittee shall have sufficient fuel spill material on all mobile fueling equipment to dike, control, and clean-up a fuel spill of at least twenty-five (25) gallons.
- R. All mobile fueling equipment shall be parked/staged at least fifty (50) feet from all buildings, except when actually performing a refueling function.
- S. Such mobile fueling equipment shall be operated only by people qualified and trained in aircraft fueling. Permittee shall ensure that all employees providing aircraft fueling functions have been fully trained on all airport rules, regulations, minimum standards, and all applicable County Ordinances. Permittee shall provide the County with their employee aircraft fueling training manual, and shall ensure that an updated copy of the employee aircraft fueling training manual is kept on file with the Director of County airports.
- T. FBO shall have adequate storage for waste fuel or test samples or the capability to recycle same.

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5. Fixed Fuel Tank:

- A. The County owns or intends to own:
 - i. A 10,000-gallon Above Ground Fuel Tank (AST) located on the Airport at 2555A Robert Fowler Way;
 - ii. A 12,000-gallon Underground Fuel Storage Tank (UST) located on the Airport at 2635 Cunningham Avenue;
 - iii. A 10,000-gallon UST located on the Airport at 2650 Robert Fowler Way;
 - iv. A 15,000-gallon UST located on the Airport at 2655 Robert Fowler Way.
- B. Permittee shall have access to the 10,000-gallon AST located at 2555A Robert Fowler Way for storage and distribution of Unleaded Aviation Fuel.
- C. Permittee is responsible for daily sumping of the AST. The disposal of fuel removed during sumping operations is the responsibility of the Permittee and shall be handled in accordance with state and local laws, rules, regulations.
- D. Permittee shall maintain the AST in good working order.
- E. Permittee shall immediately report to County in writing any equipment failures, maintenance issues, or fuel leaks and spills associated with the AST.
- F. Permittee is responsible for all AST maintenance, including replacement parts, equipment and labor costs.
- G. Permittee is required to perform all daily, weekly, monthly, and annual inspections per applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.
- H. Permittee shall obtain an Aboveground Petroleum Storage Act (APSA) permit for the AST. The permittee shall include the APSA permit in their existing California Environmental Reporting System (CERS) account. Permittee shall be responsible for the annual CERS submittal.
- I. As part of this permit, permittee shall perform monthly and annual AST inspections and record keeping, and maintain annual employee training logs. Permittee must have in place a Professional Engineer (PE) certified Spill Prevention Control and Countermeasures Plan (SPCC). A copy of the permittee's SPCC shall be provided to the Director of County Airports.

Permit for storage, sale or distribution of fuel and lubricants for California In Nice DBA
Nice Air at Reid-Hillview Airport

6. Supplier Agreement:

Permittee shall enter into a written agreement with its fuel supplier(s) which recognizes the existence of the provisions of this Permit. Copies of such agreements shall be provided to the Director of County Airports prior to the commencement of fuel delivery. All such agreements shall provide that either Permittee's supplier shall indemnify, defend, and hold harmless the County, and provide the County with records of its fuel delivery transactions.

Permittee shall secure County's written approval to engage a fuel supplier and sell brand name products. Permittee shall obtain County's written approval prior to making any changes to supplier and/or brand name.

7. Products Liability Insurance:

Permittee shall verify with its fuel supplier that a minimum of \$25,000,000 (twenty-five million dollars) insurance policy is carried by supplier for products liability purposes at all times. A copy of this policy shall be sent to the Director of County Airports.

8. Term:

The Term of this Fueling Permit shall be concurrent with the terms of the Fixed Base Operator Lease between Permittee and the County authorizing the Permittee to conduct fueling operations at either of the County Airports.

The County may terminate this Permit with or without cause on thirty (30) days notice.

Upon Termination of the permit, the County will purchase from Permittee any remaining usable unleaded aviation fuel in the AST. The value of the fuel will be determined by multiplying the number of usable gallons in the tank by the most recent per-gallon invoice price for fuel purchased by Permittee. Any prepaid fuel-flowage fee for the unsold fuel shall be refunded.

To the extent that Jet Fuel can be transferred from the Permittee's fuel tank to a County managed fuel tank, the County will purchase from Permittee any remaining usable Jet fuel. The value of the fuel will be determined by multiplying the number of gallons transferred from Permittees tank to County's tank by the most recent per-gallon invoice price for fuel purchased by Permittee. Any prepaid fuel-flowage fee for the unsold fuel shall be refunded.

9. Rental:

- A. Permittee shall pay County fuel flowage fees in the amount set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

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- B. Fuel flowage fee payments shall be based on total number of gallons delivered by Permittee.
- C. Payment of fuel flowage fees shall be submitted by Permittee to County by the tenth of each month for the previous month. Upon expiration or termination of this Permit, payment of any outstanding fuel flowage fees due under this section shall be made within ten (10) days of the expiration or termination date.
- D. Permittee acknowledges and agrees that fuel flowage payments received ten days or more after the first of each month must include an additional late payment fee of 10% of the total due, or the amount set forth in the current *Schedule of Fee and Charges for Santa Clara County Airports*, whichever is greater.
- E. In exchange for free use of the AST, Permittee is responsible for all AST maintenance and inspection costs, including replacement parts, equipment and labor costs. In the event that and at the time that the County terminates this Fueling Permit to begin operating its own fuel concession, the County will entertain reimbursing the Permittee on a pro-rata share of any maintenance and inspections costs associated with the tank, provided the Permittee submits a written request with detailed receipts within 30-days of permit cancellation. The amount of any reimbursement will be solely at the County's discretion.
- F. A processing fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

10. Reporting, Payments and Statements:

- A. With each payment of Fuel Flowage Fees, Permittee shall submit:
 - i. Completed Fuel Delivery Statement, available on the County Airports Website (countyairports.org). The Fuel Delivery Statement will include the date of fuel delivery, suppliers' name, total gallons of each type of fuel delivered.
 - ii. A supplier invoice, fuel delivery statement, or any other supplier record showing the amount of each type of fuel Permittee purchased from the supplier.
- B. On the tenth of each month, Permittee shall submit a Fuel Flowage Report of the previous month's fuel sales. The report shall include the number of gallons of each type of fuel sold during the previous month, and the delivery method

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of said fuel (truck or self-service). The report shall be available on the County Airports website.

- C. Permittee shall keep daily log sheets for each Fuel Truck and the AST. The daily log shall include the date, time, fuel meter reading, and total quantity delivered for each individual fuel transaction.
- D. County shall have the right to audit books, records, and accounts of Permittee as said records and accounts pertain to the storage, sale, or other distribution of fuel at the Airport. Permittee shall keep all pertinent records and evidence of the storage, sale or other distribution of fuel at the airport within Santa Clara County at all times.
- E. Upon request by County, Permittee shall have twenty (20) days to provide all requested books, records, and accounts to County for audit.
- F. In the event that an audit of Permittee's books, records, and accounts discloses a discrepancy of \$500.00 or more owing to the County in any given calendar year, Permittee shall bear all audit expenses. Upon written notice by County, Permittee shall have thirty (30) days to submit payment of any audit expenses required under this paragraph.

11. Environmental Requirements:

Permittee shall comply with all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances; including, but not limited to, requirements for above-ground storage tanks, disposal of waste oil and other potentially hazardous substances, air quality and vehicle emissions standards, and the refueling of all aircraft and vehicles.

12. Incorporation of Lease Agreement:

The terms, covenants and conditions of the aforementioned Fixed Base Operations Master Lease Agreement effective January 1, 2022 by and between County and Permittee are hereby incorporated by reference. In the event of any inconsistency between the terms and conditions of this Permit and those contained in the Fixed Base Operations Master Lease Agreement, the latter shall prevail. This Permit shall be of no further force and effect if the Fixed Based Operations Master Lease Agreement is terminated.

Permit for storage, sale or distribution of fuel and lubricants for California In Nice DBA
Nice Air at Reid-Hillview Airport

13. Headings, Reference, Law and Joint and Several Liability:

The titles and headings of the various sections of the Permit are intended solely for convenience of reference and are intended to explain, modify or place any construction on any of the provisions of the Permit. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. This Permit shall be governed and construed in accordance with the law of the state of California. If either party consists of more than one person, each such person shall be jointly and severally liable.

14. Severability:

Any provisions of this Permit, which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

15. No Waiver:

No waiver by a party of any provision of this Permit shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Permit or at law shall not prevent the exercise by that party of any other remedy provided in this Permit or at law.

16. Attorney's Fees:

In any dispute between the County and Permittee, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

17. Assignment:

This Permit is not transferable or assignable by Permittee, action of law, or otherwise.

18. Permittee not an Agent of County:

By virtue of this Permit, Permittee shall not be considered an agent, contractor, licensee, or employee of County.

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Nice Air at Reid-Hillview Airport

19. Insurance and Indemnity:

Lessee shall comply with and provide insurance as set forth in Exhibit B-8 attached hereto.

20. Penalty for Non-payment or Late Payment:

A. Failure to pay any required fees, or three late payments of any fees within a calendar year, shall constitute intentional abandonment of the Permit by Permittee, and all rights and privileges given by said Permit may be declared forfeited at the discretion of County.

B. A Permit terminated for non-payment of fees may not be reinstated when delinquent fees are subsequently paid. A new Permit shall be issued.

21. Notices:

All written notices given in connection with this Permit shall be effective upon personal service or by deposit in the mails, postage prepaid, to the applicable address:

County of Santa Clara: Director of County Airports
 2500 Cunningham Avenue
 San Jose, CA 95148
 (408) 918-7700

or to such other place as County may designate by written notice.

Permittee: California in Nice DBA Nice Air
 2575 Robert Fowler Way
 San Jose, CA 95148

Or to such other place as Permittee may designate by written notice.

22. Entire Agreement:

This Permit constitutes the entire agreement of the parties with respect to Permittee's use of the Airport. Any prior or contemporaneous oral or written agreements by and between the parties with respect to such use of the Airport are revoked and extinguished.

23. Electronic Signature:

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the

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same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature.

IN WITNESS WHEREOF, the parties hereto have approved and accepted this Fuel Permit as follows:

COUNTY:

PERMITEE:

California in Nice DBA Nice Air

DocuSigned by:

Harry Freitas

HARRY FREITAS

Director of Roads and Airports

Date: 1/3/2022



HIROYASU TAKAI

Title: *president*

Date: 12/31/2021

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Chris Cheleden

Christopher R. Cheleden

Lead Deputy County Counsel

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

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C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

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\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**LEASE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
SKYWORKS AVIATION DBA TRADEWINDS AVIATION**

This Lease Agreement (“Lease”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Lessor”) and Skyworks Aviation DBA Tradewinds Aviation (“Lessee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

- A. COUNTY is the owner of Reid-Hillview Airport (“Airport”).
- B. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the Airport located at 2505 East Cunningham Avenue, San Jose, California, San José California for the purpose of engaging in certain Commercial Aeronautical Activities, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LESSEE agree to the foregoing and as follows:

1. Premises

COUNTY agrees to lease to LESSEE and LESSEE agrees to lease from COUNTY the Premises, subject to the terms and conditions of this Lease.

1.1 The Premises consists of the following:

1.1.1 Land space of approximately 104,108 square feet that consists of a commercial hangar and office space, a storage shed, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A;

2. Term

2.1 The term of this Agreement is one-year commencing on January 1, 2022. (“Term”).

3. Monthly Rent

3.1 The monthly “Rent” or initial Base Rent shall be \$6,639.72 due and payable in advance on the first day of each month of the Term.

3.2 A monthly rent discount of \$1,923.08 shall be applied to this lease. The discount period shall expire on December 31, 2022.

- 3.3 If this Lease is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase or decreases over the January CPI of the base year of 2022. The annual CPI adjustment shall not exceed 2.5%.
- 3.4 All Rent shall be made payable to the "County of Santa Clara", in the form of a company check, certified check, money order or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.5 A Security Deposit of \$6,639.72 (equivalent to one-months' rent) shall be payable by Lessee upon full execution of this Lease as security for the return of the Premises at the expiration of the term of the Lease in as good condition as when Lessee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Lease. The Security Deposit may also be used in the event of termination of this Lease to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Lease without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.6 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time-to-time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Lessee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full.

3.7 Other Fee

Lessee shall pay Lessor the following fees in addition to Monthly Rent

- 3.7.1 10% of any rent received from non-aviation subtenants who shall be approved in writing by Lessor.

Lessor may perform a quarterly audit of Lessee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such

an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Lessee shall bear the audit expenses.

4. Use of Premises

4.1 This Lease grants Lessee the right and privilege to use the Premises for the purpose of operating a Fixed Based Operation (FBO) and shall be restricted to the uses listed herein (“Permitted Uses” or “Commercial Aeronautical Activities”). The Premises may not be used for any other purpose without County’s prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Lease, Lessee agrees that Lessee shall use the premises to provide the following Commercial Aeronautical Activities. Lessee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County’s prior written consent, which consent shall not be withheld within the sole but reasonable discretion of County.

- a) Aircraft Maintenance and Repair;
- b) Aircraft Rental;
- c) Pilot Training; and
- d) Ground School for Flight Training

4.1.2 The following services may be provided by the Lessee or a secondary service provider. Use of a secondary service provider shall require written approval of the County:

- a) Aircraft Washing & Detailing;
- b) Aircraft Upholstery;
- c) Sale and/or Lease of New and Used Aircraft;
- d) Sale of New and/or Used Aircraft Parts, Supplies, Instruments and Accessories Avionics;
- e) Special Flight Services including Aerial Sightseeing, Aerial Advertising and Aerial Photography;
- f) Air Taxi/Charter;
- g) Vehicular Rental

4.1.3 To the extent required by applicable Laws, Lessee shall employ sufficient personnel who are appropriately rated by the Federal Aviation Administration (“FAA”) for the work being performed and who hold airframe, power plant, or aircraft inspection ratings.

4.1.4 If Lessee desires to provide additional services, written approval of the County prior to commencement of such service is required.

- 4.1.5 Lessee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground.
- 4.1.6 Fueling
- 4.1.6.1 Lessee is authorized to operate its own fuel truck for the sole purpose of fueling its own aircraft used in the course of its daily flight training and aircraft rental business, provided Lessee obtains a Commercial Self Fueling Permit.
- 4.1.6.2 If authorized in writing by the County separately from this lease to conduct retail fueling operations, Lessee must obtain an approved Permit for Retail Sale or Distribution of Fuel and Lubricants from Lessor prior to exercises of its privilege of retail fuel sales.
- 4.1.6.3 All fueling on the Premises conducted under the above sections or otherwise subject to all applicable federal, state, and local laws and regulations.
- 4.1.7 Licensee shall use the premises for legal commercial business purposes only. No residential use is permitted. Licensee action of non-compliance shall constitute an Agreement violation.
- 4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Lessee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Lessee's services.
- 4.3 Identification and Periodic Reporting of Stored Aircraft
Lessee shall, at all times, maintain a current list of all aircraft permanently based, hangered, either inside or outside the Premises (excluding such other areas of the Airport which are not part of the Premises), and containing for each aircraft the name and address of the aircraft owner, the aircraft type (make, model, year, if known), and the aircraft registration number. Starting on the Effective Date, the Lessee shall provide the County with a copy of such a list on the first day of every other month, and at any other time the County reasonably requests same.
- 4.4 Accident Reports
Lessee agrees to report any accidents at the Airport, including but not limited to, involving Lessee, or Lessee's guests which occur at the Airport to the Lessor in writing within 24 hours of Lessee's learning of such. Lessee is also responsible for notifying any federal, state or local authorities, as required by law.

4.5 Airport Access and Security

Security of the Premises must be maintained at all times. Lessee shall maintain secured controlled access at all entrances to the Premises to prevent unauthorized access onto Airport property. Lessee shall ensure the control of all movement of Lessee's operations and those of their guests/customers, including all deliveries. Lessee shall escort all guests, vendors and delivery personnel at all times. Lessee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the Premises shall be controlled by the Lessee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Lessee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of Lessor.

4.6 Compliance with Laws.

The use of the Premises by Lessee and this Lease shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Lease shall (otherwise expand Lessee's obligations under this Lease, including but not limited to, Lessee's financial obligations.

4.7 Nonexclusive Rights

Lessee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this lease. Nothing in this Lease shall be construed to grant to Lessee any exclusive right to conduct any aeronautical activity at the Airport except of for the Premises.

4.8 Vehicle Parking and Storage

The premises may not be used for the maintenance or long-term storage of any vehicle not actively used in the day-to-day operations of the Lessees authorized use of premises. Any vehicle parked or stored on the premises must be fully operational, with the exception of short periods of time while the vehicle is waiting for service, in compliance with applicable Legal Requirements, and have current registration and insurance, as required.

For the purposes of this part, long-term storage is defined as any vehicle parked or stored on the premises for more than 14-days.

The Lessee has 14-days from the execution of this agreement to come into compliance with this requirement after which time, any vehicles parked on the premises in violation of this requirement may be towed and stored at the Lessee or vehicle owners expense.

4.9 Housekeeping

Lessee agrees to keep Premises, including the exterior and interior portions of all windows, doors and all other glass and signs, orderly, neat, safe and clean and free from rubbish or dirt at all times. Lessee agrees not to store parts, supplies, tires, batteries, engine, oil outdoors. Trash and garbage shall only be kept in area designated by Lessor for such storage and covered at all times.

Lessee agrees to ensure that all operations on the Premises will be in accordance with the Lessors current Storm Water Pollution Prevention Program (SWPPP) and associated Best Business Practices.

5. Expenses

Lessee shall pay for all expenses related to Lessee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Lessee to the extent necessary to establish accounts in Lessee's name to facilitate Lessee's payment of expenses.

6. Indemnification and Insurance

Lessee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

LESSEE accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical,

environmental or any other condition of the Premises including improvements, facilities or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Lessee that the Premises have not undergone inspection by a certified access specialist (“CASp”). As required by Section 1938(e) of the California Civil Code, County also states that:

“A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Lessee agree that any CASp inspection elected to be conducted by Lessee shall be done at Lessee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this Lease shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Lease, Lessee shall immediately vacate the Premises and remove all personal property to which Lessee or Lessee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Lessee’s use of the Premises. Should Lessee or Lessee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Lessee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Lessee or any of the Lessee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Lessee and the Lessee Affiliates represent, warrant and agree that at all times, including after termination of this Lease, Lessee and the Lessee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Lessee or Lessee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Lessee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Lessee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Lessee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Lessee is at all times solely responsible and liable for such Use. Lessee warrants and represents that in all events such Use will be at all times, at Lessee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted

in the future (collectively, the "Environmental Laws"). Lessee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld in County's sole discretion. Lessee shall not be entitled nor permitted to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Lessee is in compliance with this Section 7 or to determine if Hazardous Materials are present in, on or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Lessee, if Lessee or any of the Lessee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Lessee's and Lessee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Lessee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Lessee shall be solely responsible for all liability in connection therewith. Lessor hereby consents to the use by Lessee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Lessee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Lessee's Environmental Obligations.

Lessee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Lessee knows or reasonably should know of such Release. Lessee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of

Hazardous Materials caused by, arising from or related to the acts of Lessee or the Lessee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Lessee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Lessee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining County's prior written consent. Lessee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Lessee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Lessee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner so as to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Lessee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Lessee or the Lessee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Lessee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Lessee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Lessee with any or all Environmental Laws shall excuse Lessee from its obligations of indemnification pursuant hereto. Lessee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Lessee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Lessee. Lessee shall, protect, indemnify, defend (with counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Lessee or any of the Lessee Affiliates or their respective guests, customers or invitees.

7.3.5 Lessee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Lessee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

8.1 Lessee's Repairs and Maintenance Obligations. Except for and subject to the Lessor's responsibilities as set forth in Section 12, Lessee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Lease, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Lessee and/or Lessee Affiliates or

visitors, and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Lessee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Lessee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Lessee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Lessee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Lessee refuses or neglects to repair and maintain the Premises properly as required by this Lease and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Lessee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Lessee for any loss or damage that may accrue to Lessee's property or to Lessee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Lessee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Lessee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Lessee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.
- 8.3 Lessee expressly waives any and all claims against Lessor for compensation or damage for any and all loss, cost or expense sustained by reason of any defect, deficiency or impairment of any utility system, water supply system, draining or sewer system, heating or gas system, electrical apparatus or wires serving the premises, or the use or operation thereof.

9. Alterations

- 9.1 Lessee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Lease, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Lessee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.

9.2 Lessee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Lessee or Lessee's officers, agents, employees, contractors, invitees or licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Lessee shall be responsible for the repair and restoration of its improvements, alterations and Lessee's property. If County elects not to restore or replace the Premises or portion thereof, Lessee or County may elect to terminate this Lease. Unless this Lease is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Lessee or any of the Lessee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Lessee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Lessee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number for emergency issues that occur onsite and require Lessee's attention.

12.1.5 Maintain at least one restroom that is available for your clients during business hours.

12.2 Operations and Maintenance Responsibilities

The Lessee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Lessee or the employees, agents, or contractors of Lessee. Lessee shall perform the items designated as the responsibility of the Lessee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Lessee's responsibility, at Lessee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Lessee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to Lessee's clients at all times during business hours, and the Lessee shall be responsible for its cleaning and upkeep.

County and Lessee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Lessee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Janitorial services for and general upkeep of restrooms including restroom supplies.
- c) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- d) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- e) Asbestos Management
- f) Mold Remediation
- g) Termite and Rodent Infestation
- h) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- i) Interior and exterior light lamps, including wiring, light fixtures and light bulbs.
- j) Fixed Base Operator signs and directories.
- k) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- l) Interior locks.
- m) Hot water heater and refrigeration units.

- n) Common areas to be kept free and clear of debris.
- o) Landscaping
- p) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- q) Interior and exterior fire extinguishers
- r) Telephone system
- s) Internet
- t) Communication and information technology
- u) Graffiti Abatement
- v) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste
- w) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- x) Heating, air condition, ventilation systems and associated controls.

12.2.2 Lessor Responsibilities

- a) Building identification and directory
- b) Exterior perimeter fence and gates

13. **Limitation of Liability and Indemnity**

- 13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Lessee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Lessee's and Lessee Affiliates' use of the Premises and/or Lessee's failure to perform any covenant or obligation of Lessee under this Lease. Lessee agrees that the obligations of Lessee herein shall survive the expiration or earlier termination of this Lease.
- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Lessee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person(s) whomsoever who may at any time be using, occupying or visiting the

Premises, including, but not limited to, any acts, errors or omissions of any sublessees, subtenants, guests, invitees or occupants of the Premises. Lessee shall not, in any event or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.

- 13.3 Notwithstanding any provision to the contrary contained in this Lease, at no time shall County be responsible or liable to the Lessee or the Lessee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Lease including but not limited to Section 7 of this Lease, at no time shall Lessee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Lessee of its obligations under this Lease, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Lease.

14. Assignment and Subletting

- 14.1 Lessee shall not assign, sublet, license or otherwise transfer or encumber all or any part or Lessee's interest in this Lease, the Premises or the Property without Lessor's prior written consent. Any attempted assignment, sublease or other transfer without Lessor's consent shall be void and of no force and effect, and shall, at the Lessors election, constitute an event of default hereunder.
- 14.2 Lessee shall submit the proposed written agreement between Lessee and the sublessee to County for review and evaluation. County may require that an application be completed and all relevant and applicable information relating to the requested sublease be provided to County for review and evaluation.
- 14.3 Sublessee may not occupy the Premises before County consents to the sublease in writing.

15. Quiet Enjoyment

So long as Lessee successfully complies at all times with all terms and conditions of this Lease, including the timely payment of all Rent, costs and fees when due, Lessee will be entitled to quiet enjoyment of the Premises.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Lease, any of the following events or occurrences shall constitute a material breach of this Lease by Lessee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Lease and shall have all remedies available at law or in equity:

- 17.1. The failure by Lessee to make any timely payment required by this Lease in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Lessee to observe or perform any covenant, condition or provision of this Lease when such failure continues beyond thirty (30) days after County gives Lessee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Lessee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Lessee is or will be unable to satisfactorily comply with any term or condition of this Lease, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);
- 17.3. Any attempted conveyance, assignment, mortgage or subletting of any or all of this Lease, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Lessee of any applicable law, rule or regulation with respect to Lessee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Lease; intentional violation of any applicable law, rule or regulation by Lessee shall have no cure period;
- 17.5. Any of the following: a general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Lessee without County's prior written consent (after Lessee's notice and opportunity to cure); or the dispossession of Lessee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Lessee's failure to comply with any term, condition or provision of the Lease, beyond any applicable cure period;
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure

is discharged within thirty (30) days; or a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period;

- 17.8. Lessee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Lessee or its guests without any liability whatsoever to County.

18. **Audit**

Lessee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Lessee's use of the Premises, compliance with the Lease terms, Improvements, Lessee improvements and Tax Expenses. Such books and records shall be kept at the location where Lessee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through any accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Lessee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Lessee in the accounting of such expenses.

19. **Taxes**

- 19.1 Lessee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Lessee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Lease Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or

indirect power of tax (including any governmental, school, agricultural, lighting or other improvement district) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 **Possessory Interest Tax.**

Lessee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Lessee's sole responsibility and liability.

20. **Notices**

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY: County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LESSEE: Skyworks Aviation dba Tradewinds Aviation
2505 Cunningham Avenue
San Jose, CA 95148

Or to such other place as LESSEE may designate by written notice.

21. **Miscellaneous**

21.1 **Waiver**

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions

thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Lease, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Lessee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Lease, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Lessee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Lease and this Lease (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any separate agreement executed by County and Lessee in connection with this Lease and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Lease may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Lease, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Lease or any amendments or exhibits to this Lease or any document executed and delivered by either party in connection with this Lease.

21.4 Warranty of Authority

Lessor and Lessee each represent that the person executing this Lease on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Lease. Each party hereby warrants that this Lease is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions

If Lessee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Lessee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Lessee’s proprietary information is contained in documents submitted to County, and Lessee claims that such information falls within one or more CPRA exemptions, then Lessee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Lessee prior to such disclosure. If Lessee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Lessee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Lessee or any third parties.

21.7 Waiver of Jury Trial

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of County and Lessee, Lessee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings

Section headings shall not be used in construing this Lease.

21.9 Conflict of Interest

Lessee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, “Lessee Affiliates”) to comply, with all applicable (i)

requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Lease and is grounds for immediate termination of this Lease by the County.

21.10 Relationship of Parties

The parties acknowledge and agree that nothing set forth in this Lease shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Lessee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Lessee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Lease shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Lessee's status, as well as the status of its officers, agents or employees, including personnel in the administration and performance of services under this Lease, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights

This Lease shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission

Lessee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent or finder in connection with the Premises and/or the negotiation of this Lease, and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Lease or otherwise based upon contacts between the claimant and Lessee.

21.14 OFAC

Lessee represents and warrants to County that: (i) Lessee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Lessee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination

Lessee and Lessee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Lessee and each of the Lessee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Lessee or any of the Lessee Affiliates discriminate in the provision of services provided under this Lease because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance

It is understood that this Lease is intended to give Lessee a temporary conditional use of the Premises and that Lessee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims or fees from County upon expiration, termination or cancellation of this Lease, except as expressly provided for elsewhere in this Lease.

21.17 Prevailing Wage

If the work to be performed by Lessee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Lessee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the

Labor Code. Lessee is solely liable for failing to comply with prevailing wage laws.

21.18 Wage Theft Prevention

These provisions are in relation to any work performed by Lessee or Lessee Affiliates under the terms or conditions of the Lease only.

Compliance with Wage and Hour Laws. Lessee and the Lessee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

21.18.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

21.18.2 Prior Judgments against Lessee and/or its contractors. BY SIGNING THIS LEASE, LESSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LEASE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.

21.18.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LEASE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

21.18.4 Judgments During Term of Lease. If at any time during the Term of this Lease, a court or investigatory government agency issues a final judgment, decision, or order finding that Lessee or any contractor it uses to perform work under this Lease has violated any applicable wage and hour law, or Lessee learns of such a judgment, decision, or order that was not previously disclosed, Lessee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Lessee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The

County reserves the right to require Lessee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

- 21.18.5 **County's Right to Withhold Payment.** Where Lessee or any contractor it employs to perform work under this Lease has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Lessee until such judgment, decision, or order has been satisfied in full.
- 21.18.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Lease. Such breach may serve as a basis for termination of this Lease and/or any other remedies available under this Lease and/or law.
- 21.18.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Lease and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19 Counterparts

This Lease, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term "electronic copy of this agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term "electronically signed agreement" means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies

In performing any work on the Premises, Lessee will use best efforts to substantially comply with Lessor's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by Lessor, and Lessor's Green Cleaning Policy Administrative Guidelines, as amended from time to time by Lessor.

21.21 Integrated Pest Management Ordinance

When conducting or allowing the performance of any pest management practices or pesticide uses, Lessee, its contractors, employees, agents and representatives, will use best efforts to substantially comply with and require any pest

management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy

Lessee and Lessee Affiliates, guests and invitees, shall not smoke on, in or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens

Except as expressly authorized in a term or condition found elsewhere in this Lease, Lessee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Lessee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other lien, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Lessee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor; and, Lessee shall indemnify, defend and save harmless Lessor against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances

Sale, promotion or advertising of any type of alcohol or controlled substances are strictly prohibited on, in or near the Premises.

21.25 Timing

In the event the time for performance of any obligation under this Lease shall fall on a Saturday, Sunday or court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival

Those provisions which by their nature should survive termination, cancellation or expiration of this Lease, shall so survive.

21.27 Recitals and Exhibits

The Recitals stated above, and all Exhibits referenced in this Lease, are incorporated herein and made a part of this Lease by this reference.

22. FAA Assurance

Should Lessee provide any service to the public, including subleasing, at the airport, Lessee shall:

- 22.1 Furnish said services on a fair, equal, and not unjustly discriminatory to all users thereof; and

LEASE AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND SKYWORKS AVIATION DBA TRADEWINDS AVIATION

22.2 Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as follows:

LESSOR:

LESSEE:

County of Santa Clara, a political subdivision of the State of California

Skyworks Aviation dba Tradewinds Aviation

DocuSigned by: Harry Freitas
HARRY FREITAS
Director, Roads and Airports Department

DocuSigned by: Walter Gyger
Walter Gyger
President/CEO

Date: 12/30/2021

Date: 12/30/2021

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by: Chris Cheleden
Christopher R. Cheleden
Lead Deputy County Counsel

- Attachments
Exhibit A – Premises
Exhibit B – Insurance Requirements



REV 11-10-2021

**Exhibit A
JWA Leasehold**

COUNTY OF SANTA CLARA

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**SANTA CLARA COUNTY AIRPORTS
GENERAL AVIATION
COMMERCIAL SELF-FUELING
PERMIT**



Definition of Commercial Self-Fueling: Fueling of aircraft used in the day-to-day operations of an authorized business on County airport property performed by the business operator in accordance with the Airport's Rules and Regulations, and using fuel obtained by the authorized business from the County

Businesses engaged in Commercial Self-Fueling ("Permittees") shall be required to obtain a Commercial Self-Fueling Permit from the County in order to conduct Commercial Self-Fueling operations.

1. COMMERCIAL SELF-FUELING AUTHORIZATION

Execution of this Permit by the Director of County Airports and Permittee shall duly authorize Permittee to conduct commercial self-fueling relating to aeronautical activity operations at Reid-Hillview Airport in accordance with the terms and conditions specified in this permit. No commercial self-fueling shall take place without a valid commercial self-fueling permit.

2. AUTHORIZED COMMERCIAL SELF-FUELING ACTIVITIES

Permittee may conduct commercial self-fueling operations only on aircraft owned or operated by Permittee at Permittee's assigned aircraft storage space on airport. Permittee shall not sell to, or dispense fuel into, any other aircraft.

3. RESTRICTION ON COMMERCIAL SELF-FUELING ACTIVITIES

The commercial self-fueling activities authorized above shall be subject to the following restrictions:

- A. Permittee shall be permitted to self-fuel only on Permittee's leased property or such non-exclusive public area as the Director may designate.
- B. The dispensing of fuel into aircraft shall be in strict accordance with all Airport Rules and Regulations, as well as all applicable Federal, State, County and City laws, rules and regulations. It shall be the responsibility of Permittee to keep informed of and comply with such laws, rules and regulations at all times.

- C. Permittee's fueling equipment must be parked or positioned on Permittee's leased property.
- D. Permittee's fuel transport vehicle and fueling equipment shall not be parked, staged or stored in a Hangar at any time.
- E. Permittee shall have the sole responsibility to obtain all necessary permits for the use and transport of hazardous materials.
- F. Permittee shall only use the entrance, exit, and haul route designated by the Director during the transportation of fuel onto and off the airport.
- G. During commercial self-fueling, the fueling vehicle shall not obstruct other aircraft or vehicular movements.
- H. Hangared aircraft shall always be positioned outside of hangar during any fueling operation.
- I. During the fueling of an aircraft, the fuel dispensing apparatus and the aircraft must be bonded in accordance with local, state, federal codes, and uniform fire code standards.
- J. Fuel may not be transferred from one vessel to another, except in a location approved by the Airport Director.
- K. Permittee shall ensure that there are no potential sources of fuel ignition within fifty (50) feet of the self-fueling operation.
- L. Fuel transport vehicle is prohibited from parking (staging) within 50 feet of any building.
- M. Permittee shall exercise care to prevent the overflow of fuel, and must have immediately accessible at the fueling site a 20 lb. B:C rated fire extinguisher.
- N. DIRECTOR, in his/her sole discretion may immediately suspend any self-fueling operations for violation of any term or condition of the permit, or if such self-fueling poses a threat to health and safety.
- O. Permittee shall not fuel or de-fuel an aircraft on the airport while the aircraft is in a closed hangar or enclosed space.

Permittee shall ensure:

- (1) Fueling activities cease when lightning discharge occurs within five miles of the airport.
- (2) The aircraft engine is not in operation during re-fueling.
- (3) All aircraft electrical systems, to include magnetos and master switch, are in the "off" position.
- (4) The aircraft's parking brake is set, or at least one aircraft wheel is chocked, or the aircraft is secured to the ground by the two wing tie-down points.

4. MINIMUM EQUIPMENT REQUIREMENTS

- A. Fuel transport and dispensing tanks or containers and associated equipment shall comply with all applicable Federal, State, County and City laws and regulations regarding the transportation and storage of flammable liquids.
- B. Fuel transport and dispensing containers shall not be less than twenty (20) gallon capacity each. Fuel transport containers shall be painted red and clearly marked in accordance with FAA• AC 150/5230-4 or current edition with the type of fuel, i.e. Jet A, and with "Flammable" and "No Smoking" placards placed on the exterior.
- C. All fuel transport containers shall be firmly and mechanically secured to the transport vehicle.
- D. All fuel dispensing or containers shall have a valve mechanism such that water can be drained from the lowest portion of the tank, unless equipped with a glass bowl filter.
- E. Fuel uplift standpipes shall be constructed such that 5% to 10% of the total capacity of each dispensing container cannot be delivered through the dispensing system (5% to 10% unusable sump).
- F. An in-line filtration system utilizing a 5 micron or less gasoline filter element shall be included in the fuel dispensing system.
- G. Cables for bonding the fuel dispensing system, and the aircraft to zero electrical potential shall be provided.
- H. A 20- lb. B:C rated fire extinguisher shall be readily available and

accessible during self-fueling operations.

- I. Fuel dispensing nozzle shall be "over-the-wing" handheld type in which fuel is only delivered through the over wing nozzle by squeezing the handle and trigger. The nozzle must continually be held open by hand through the course of refueling. Once the handle is released, the fuel flow will stop. The fuel nozzle shall not be blocked open or left unattended during self-fueling operations.
- J. Permittee shall maintain an adequate supply of fuel absorbent material readily available to contain a medium-size fuel spill (25 gallons or less) as prescribed by the Airport Authority.
- K. All fueling equipment shall be maintained in a clean, non-leaking condition while on Airport and is subject to inspection at any time by the Director of County Airports or Designee.

5. FUEL PURCHASE

- A. This permit is restricted to fuel Permittee purchases from County.
- B. Permittee shall pay to County a per-gallon fee for each gallon of fuel received.
- C. Permittee acknowledges and agrees that payments are made monthly, and must be received by the first day of the month in which payment is due. Payment received after that date is subject to an additional late payment fee, in the amount set forth in the current *Schedule of Rates and Charges for Santa Clara County Airports*.
- D. Permittee acknowledges that failure to timely pay an amount due by the first of the month may result in loss of fuel access until amount due is paid in full.
- E. All payments shall be made payable to the "County of Santa Clara", in the form of a company check, certified check, money order or wire transfer. Payments made by credit card are subject to a 5% convenience fee. Payments are due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. mail (first class postage prepaid) to the following address, or such other address as designated by County in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- F. A process fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*.
- G. All fees and charges are subject to change based on future changes to the *Schedule of Fees and Charges for Santa Clara County Airports*.

6. USE OF ASSIGNED SPACE AND AIRPORT

In utilizing the Assigned Space and Airport, Permittee shall abide by the following requirements:

- A. Permittee shall not contaminate Airport, the assigned aircraft storage space, or the sub-surface of either, with any Hazardous Material.
- B. Permittee shall immediately notify the 911 Fire Services of any release of Hazardous Materials on Airport or the assigned aircraft storage space, whether or not the release is in quantities that would be reportable to a public agency.
- C. Permittee shall be solely and fully responsible and liable in the event Permittee's commercial self-fueling operations cause or permit Hazardous Materials to be released at Airport or the Assigned Aircraft Storage Space. If any release of Hazardous Materials occurs on the Assigned Aircraft Storage Space or Airport as a result of Permittee's commercial self-fueling operations, Permittee, at Permittee's sole cost and expense, shall remove such Hazardous Materials in accordance with all applicable government regulations. In addition to all other rights and remedies of County, if Permittee does not immediately clean up and remove any such Hazardous Materials release, County may pay to have Hazardous Materials removed and Permittee shall reimburse County any costs incurred by County together with interest at maximum rate allowed by law.
- D. Permittee shall indemnify, defend, and hold County harmless against all loss, damage, liability and expense which County may sustain as a result of the presence or clean-up of Hazardous Materials on the assigned aircraft storage space or Airport caused directly or indirectly by Permittee's commercial self- fueling operations.
- E. Permittee's obligations under this Permit, for clean up and removal of Hazardous Materials releases attributable to Permittee, shall survive the expiration or termination of this agreement.

7. INSURANCE REQUIREMENT

Permittee, at its sole cost and expense and for the full term of this permit or any renewal thereof, shall obtain and maintain at least the minimum insurance requirements as set forth in Attachment "A" attached hereto.

8. INDEMNITY AND WAIVER OF CLAIM

Permittee shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with this Permit excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Permittee shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the User contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Permittee, as a material part of the consideration to be rendered to County under this permit, hereby waives all claims or causes of action against County, its officers, agents, volunteers, or employees which it may now or hereafter have for damages to goods, wares, merchandise or property in, about or upon the Airport, and for injuries or death to persons in or about said Airport, from any or causes arising at any time, except as may arise from the sole active negligence or sole willful act of misconduct of County, its officers, agents or employees, and notwithstanding that joint, several, or concurrent liability, or principles of comparative negligence, might otherwise impose liability on County.

9. GRANT AGREEMENT CONVENANTS

Permittee acknowledges that the County is subject to Federal Grant Assurance obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to, and agrees to be bound by, the covenants provided by the Federal Aviation Administration, as they may apply to Permittee.

10. TERMINATION AND AMENDMENTS

County may terminate this permit without cause upon 30 days written notice to Permittee. County reserves the right to make amendments to this permit. Upon amendment, Permittee has the option of signing the amended permit or terminating the permit. The County reserves the right to terminate the permit if Permittee fails to agree to the amendment(s) within 10 days notification.

Authorization to conduct commercial self-fueling is issued this 12/30/2021 of

_____, _____
Month Year

Witness the execution of this Permit as of the dates set forth below:

COUNTY:

DocuSigned by:
Harry Freitas
6DC28984CB2D46D...

Title: Director

By: Harry Freitas

Date: 12/30/2021

ACCEPTANCE

The undersigned as PERMITTEE hereby agrees, in consideration of this PERMIT, to perform and abide by the terms, conditions, restrictions, and obligations of this PERMIT.

'PERMITTEE' Skyworks Aviation DBA Tradewinds Aviation

Mailing Address 2505 Cunningham Avenue
San Jose, CA 95148
(408) 729-5100
Walt@TradewindsAviation.com

Signature:  DocuSigned by:
4DEAF9EF4F32432...

Date of Acceptance: 12/30/2021

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Chris Cheleden
B179ECE83EEF431...

Christopher R. Cheleden
Lead Deputy County Counsel

Attachments:
Insurance Exhibit

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

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C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

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- a. Each occurrence - \$1,000,000
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- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

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For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

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E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

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The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

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Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
ADEWALE DOHERTY, DBA AFS ACCOUNTING & TAX SERVICES**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Adewale Doherty dba AFS Accounting & Tax Services, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 24, San Jose, California, 95148**, San Jose, California, for the purpose of providing Tax Filling Service Business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$450.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of nine hundred dollars (\$900.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Tax Services**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building.

On the termination of the License Agreement, Licensee will deliver to County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Adewale Doherty
c/o AFS Accounting & Tax Services
2660 John Montgomery Drive, Suite 24
San Jose, CA 95148
Phone (408) 561-8182
Email wale48d@afs-taxbuster.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors, employees, agents and representatives, will use best efforts to

substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Adewale Doherty
dba: AFS Accounting & Tax Services

DocuSigned by:
Harry Freitas 1/5/2022
6DC28984CB2D46D...

Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Adewale Doherty 1/5/2022
D33510ACEB7E4E2
By: _____
Adewale doherty Date
Name: _____
Title Owner _____

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B479ECE83EEF431...

Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

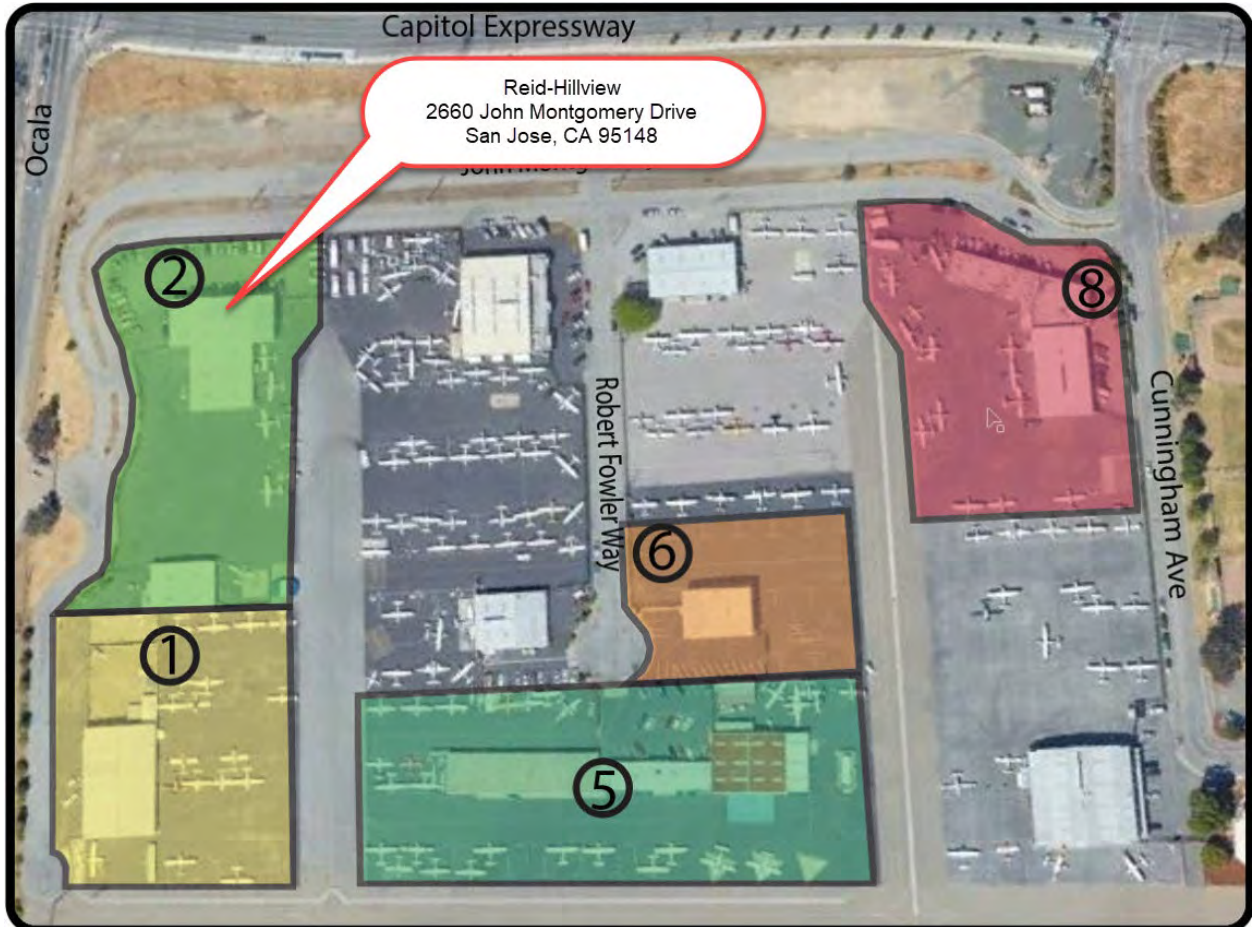


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: F2862FFE-FB68-4117-A6AF-DA8301C77434

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name AFS Accounting & Tax Services
Doing Business As: _____
Address (Main Office) 2660 John Montgomery Dr., Ste 24, San Jose, CA 95148
 Number Street Name City Zip
State Corp. No. none Year 2001
 Established _____
Federal Tax ID# 502626319 # of Employee 1
Type of Business Accounting Service Website none
Contact Person Wale Doherty owner Title Operating Manager
Phone # 408/ 923-7712 Alt Phone 408/561-8182 Email wale48d@afs-taxbuster.com

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

- 1) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____

- 2) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____



LICENSEE BILLINGS INFORMATION

Name/Company: AFS Accounting & Tax Services

BILLING ADDRESS

Street Address: 2660 John Montgomery Dr., Ste. 24

City, State, Zip: San Jose, CA 95148

Cell Phone: 408/ 561-8182 Alt Phone: 408/ 923-7712

Email Address: wale48@afs-taxbuster.com

Billing Contact: wale Doherty

MAILING ADDRESS

Street Address: 2660 John Montgomery Dr., Ste. 24

City, State, Zip: San Jose, CA 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: TJ

Phone: 408/ 386-4552

Alt Phone: 408/ 674-2859

Email: waledoh4819@gmail

Rental Site Address 2660 John Montgomery Dr., Ste 24
San Jose
San Jose CA 95148

Purpose of Business and Type of Service Provided Financial services accounting & tax



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



DocuSign Envelope ID: F2862FFE-FB68-4117-A6AF-DA8301C77434

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model MBZ S320 Lic. Plate St. & No. 3sv1381

Make & Model Chevrolet Trail Blazer Lic. Plate St. & No. 5jma296

Make & Model Jaguar S-Tpye Lic. Plate St. & No. 6pzv326

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
Adewale Doherty 12/13/2021
C3D8EDC267F84E7
Adewale Doherty

owner
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
AMC TAX SERVICES AND ASSOCIATES, LLC.**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and AMC Tax Services and Associates, LLC., a California limited liability corporation (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, Suite 77, C1, and 23, San Jose, California, 95148**, San Jose, California, for the purpose of providing accounting service business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$2,850.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of five thousand seven hundred dollars (\$5,700.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **providing accounting services**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 Parking:

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

AMC Tax Services and Associates, LLC
2635 Cunningham Avenue, Suite 23
San Jose, CA 95148
Phone (408) 595-4151
Email calderette.personal@gmail.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

AMC Tax Services and Associates, LLC., a California limited liability corporation

DocuSigned by:
Harry Freitas 1/4/2022
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Claudete Alderette 1/4/2022
40FC7497D99A480...
By: Claudete Alderette Date
Name: _____
Title ceo _____

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B179ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

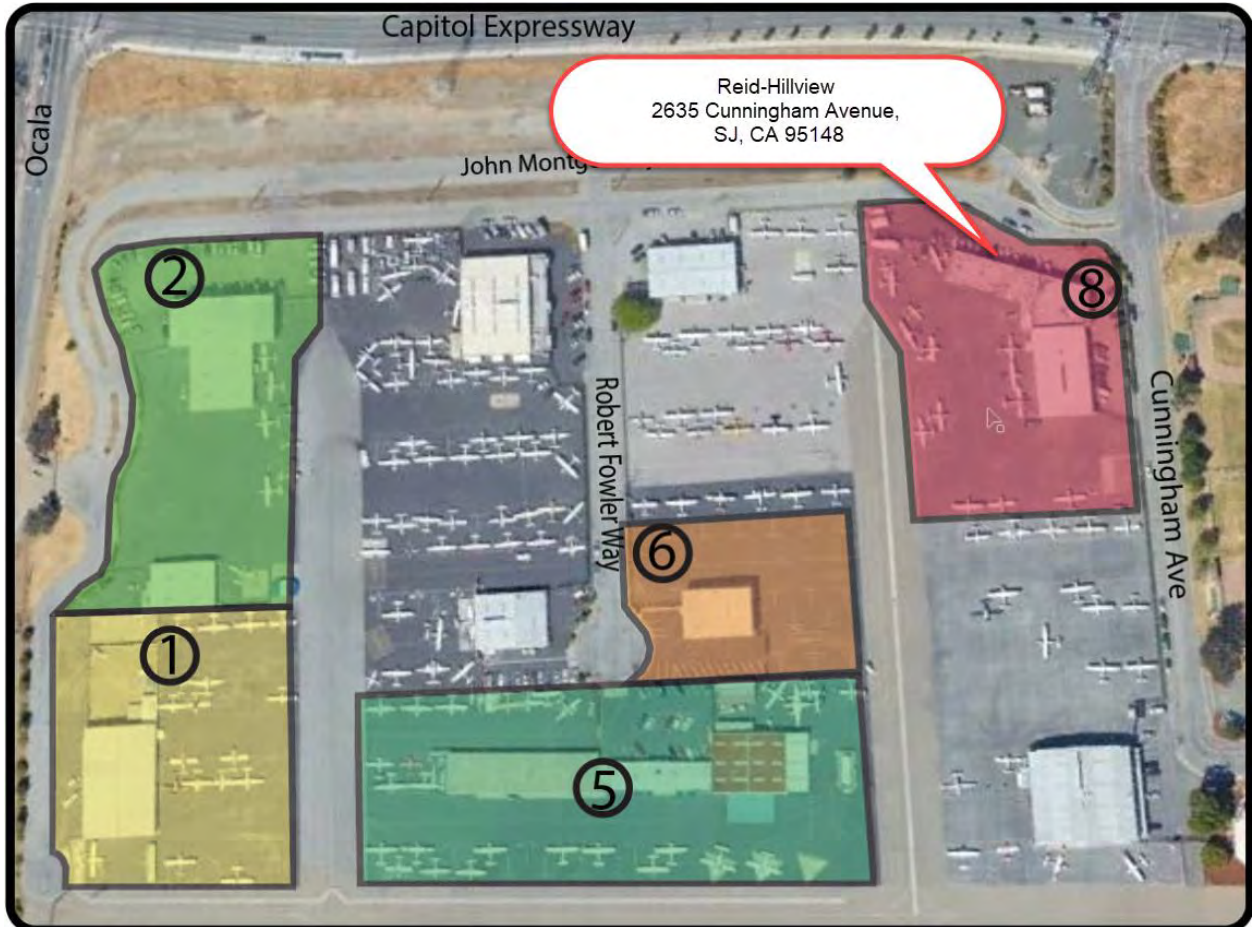


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Amc Tax Services and Associates LLC

Doing Business As: Amc Tax Services

Address (Main Office) 2635 Cunningham av, suite 23, San Jose Ca 95148

State Corp. No. 201627910299 Year 2016
Established

Federal Tax ID# 83-1665775 # of Employee 4

Type of Business accounting Website www.amctaxservices.com

Contact Person CLAUDETE ALDERETTE Title CEO

Phone # 408-595-4151 Alt Phone 408-258-2200 Email calderette.personal@gmail.com

***Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____



LICENSEE BILLINGS INFORMATION

Name/Company: Amc Tax Services and Associates LLC

BILLING ADDRESS

Street Address: 2635 Cunningham Av, Suite 23

City, State, Zip: San Jose Ca 95148

Cell Phone: 408-595-4151 Alt Phone: 408-258-2200

Email Address: calderette.personal@gmail.com

Billing Contact: Claudia Alderette

MAILING ADDRESS

Street Address: 2635 Cunningham av suite 23

City, State, Zip: San Jose, Ca 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Claudete Alderette

Phone 408-595-4151

Alt Phone 408-258-2200

Email calderette.personal@gmail.com

Rental Site Address suite 77-c1-23
San Jose Ca 95148
San Jose CA 95148

Purpose of Business and Type of Service Provided accounting, financial Advice, personal Taxes and business Taxes.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.



Click here to attach any other additional data, such as a list of additional owners, automobiles etc.

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model Toyoya TerceI Lic. Plate St. & No. 3NDC308

Make & Model MERCEDES 300 Lic. Plate St. & No. 8GZH931

Make & Model JEPP Lic. Plate St. & No. 4NQU552

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
Claudete Alderette 3/2022
5751680C40C6487
Claudete Alderette

GEO
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
AMOR Y SERVICIO U.S.A., INC, DBA VIDA NEUVA OF SAN JOSE**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and AMOR Y SERVICIO, USA, INC. a California nonprofit corporation, dba Vida Nueva of San Jose, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, San Jose, Suite B, California, 95148**, San Jose, California, for the purpose of operating as a nonprofit substance abuse counseling and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$1500.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:
- County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148
- 3.4 A Security Deposit of **two (2) months rent in the amount of one three thousand three dollars (\$3,000.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Nonprofit substance abuse counseling**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.9 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

- 13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first-class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

AMOR Y SERVICIO U.S.A., INC
dba Vida Nueva of San Jose
1783 Wickham Avenue
San Jose, CA 95132
Phone (408) 752-6358 or 408-214-4479
Email sonidoscorpion@hotmail.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Amor Y Servicio, USA, Inc.
a California nonprofit corporation
dba: Vida Neuva of San Jose

DocuSigned by:
Harry Freitas 12/28/2021
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
J. Rosario 12/27/2021
33A505E6A9A942D...
By: Jose R. Mendoza Date
Name: Treasurer
Title:

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cheleden, Christopher
B179ECE83EEE431
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

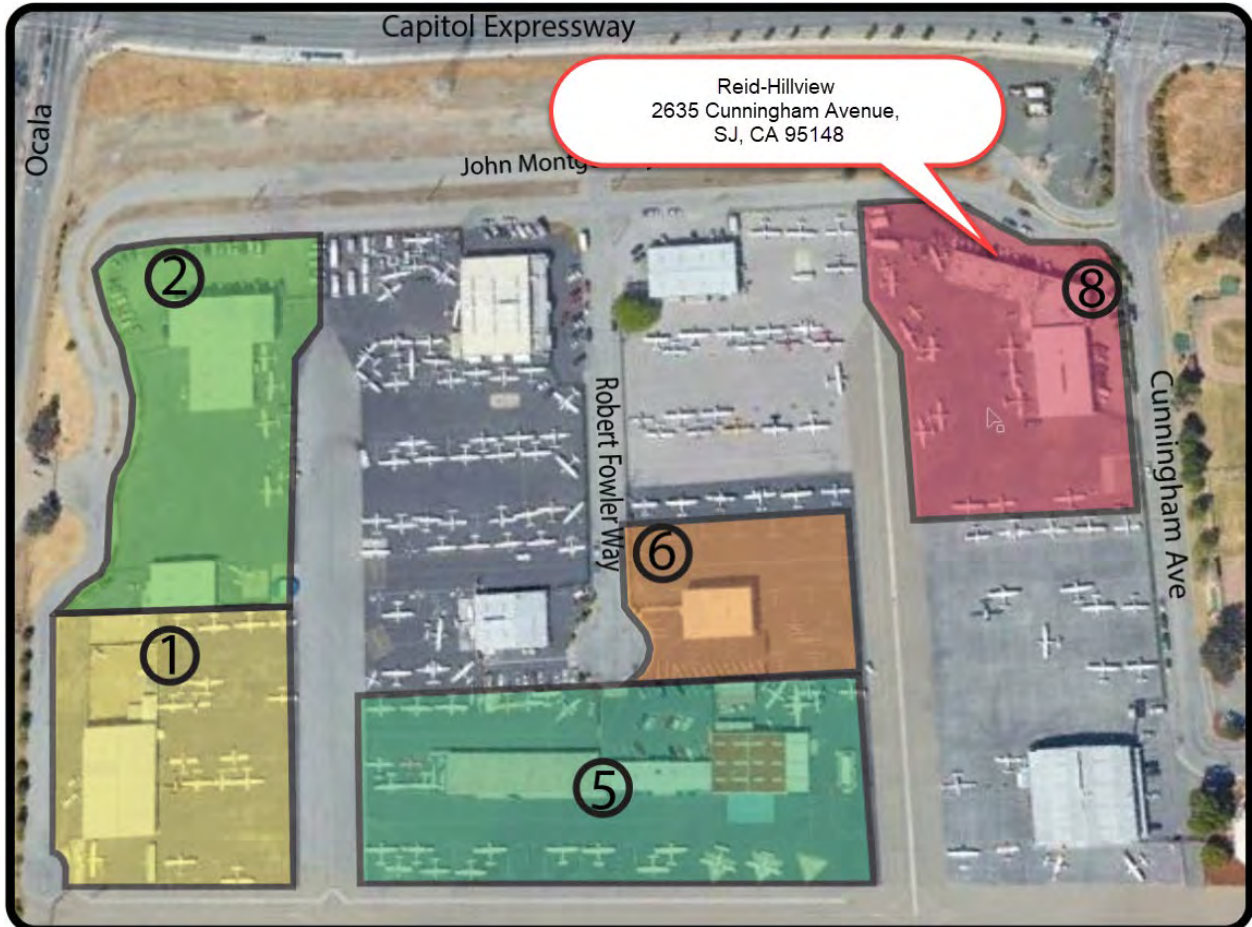


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C LICENSEE INFORMATION

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LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name vida nueva

Doing Business As: today

Address (Main Office) 2635 cunningham ave
Number Street Name City Zip

State Corp. No. C4548854 Year 2015
Established

Federal Tax ID# 0501004 # of Employee no

Type of Business non profit organization Website no

Contact Person jose rosario mendoza Title treasurer

Phone # 4087526358 Alt Phone 4089214479 Email sonidoscorpion@hotmail.com

*****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No**

***If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.**

ADDITIONAL OWNER'S INFORMATION

- 1) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____

 - 2) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____
-

DocuSign Envelope ID: DEF94CE5-FD88-414E-8E3E-24A474277710

LICENSEE BILLINGS INFORMATION

Name/Company: vida nueva

BILLING ADDRESS

Street Address: 2635 Cunningham ave

City, State, Zip: San Jose ca 95148

Cell Phone: 4087526358 Alt Phone: 4089214479

Email Address: Sonidoscorpion@hotmail.com

Billing Contact: 1783 wickham ave San Jose ca 951322635 Cunningham ave suit b

MAILING ADDRESS

Street Address: 1783 wickham ave

City, State, Zip: San Jose ca 95132

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Jesus b

Phone: 4089214479

Alt Phone: 4087526358

Email: Sonidoscorpion@hotmail.com

Rental Site Address: 2635 Cunningham ave
Suite b
San Jose CA 95148

Purpose of Business and Type of Service Provided: Non profit Organization to help men and women get out of the alcohol drugs emotional problems etc.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.



Click here to attach any other additional data, such as a list of additional owners, automobiles etc.





AMOR Y SERVICIO USA INC
GENERAL SERVICES
2 El Cerrito Ave, Unit 8 San Mateo Ca 94402
P.O BOX 5524 Redwood City CA 94063-5524

To whom it may concern,

This letter is to report that our affiliated group **Vida nueva Of San Jose** with the register number 0501004 are member of AMOR Y SERVICIO U.S.A. INC. under the Secretary Of State. **License number C4548854**, we are currently active, we are a Non-Profit Organization.

We are a self-help group that uses the 12 steps Program of Recovery and Maintenance to stay sober from Alcohol, Drugs and Behavior conducts. Examples: Depression, sex addiction, food addiction, Domestic Violence, Gambling, etc. We do not charge any fees, we fully self-supporting and We are a non-profit organization.

All of our services are free; we have Volunteers that help by transmitting their Experiences, Strengths and Hopes. With the goal of Resolving our common problems and helping others successfully find treatment in their life.

Thanks to the contributions given by our members to our communities many families have a better quality of life and many men and women are better citizens among us.

We appreciate your attention and time in reading our letter.

If you have any questions or concerns please contact me.

Francisco Martinez/corporate President
Amor y servicio USA Inc.
Web: www.amoryservicioua.org
Tel: 650 630 5726
Email: martinezfran532@icloud.com

**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
PHOEBE A. PEASLEY, DBA AVIATION OXEGEN ETC.**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Phoebe A. Peasley, dba Aviation Oxygen Etc., (“Licensee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, Suite A, San Jose, California, 95148**, San Jose, California, for the purpose of selling pilot supplies and aircraft parts business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$1,000.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of two thousand dollars (\$2,000.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **providing pilot supplies and aircraft parts sales**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Phoebe A. Peasley
dba Aviation Oxygen Etc.
2635 Cunningham Avenue, Suite A
San Jose, CA 95148
Phone (408) 877-634-4744
Email info@aviationoxygen.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Phoebe Peasley
dba Aviation Oxygen Etc.

DocuSigned by:
Harry Freitas
6DC28984CB2D46D...

Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Phoebe Peasley 12/31/2021
By: 4BD94428A8624CD...

Phoebe Peasley Date
Name: _____
Title Proprietor

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cheleden, Christopher
B179ECE83EEE431

Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

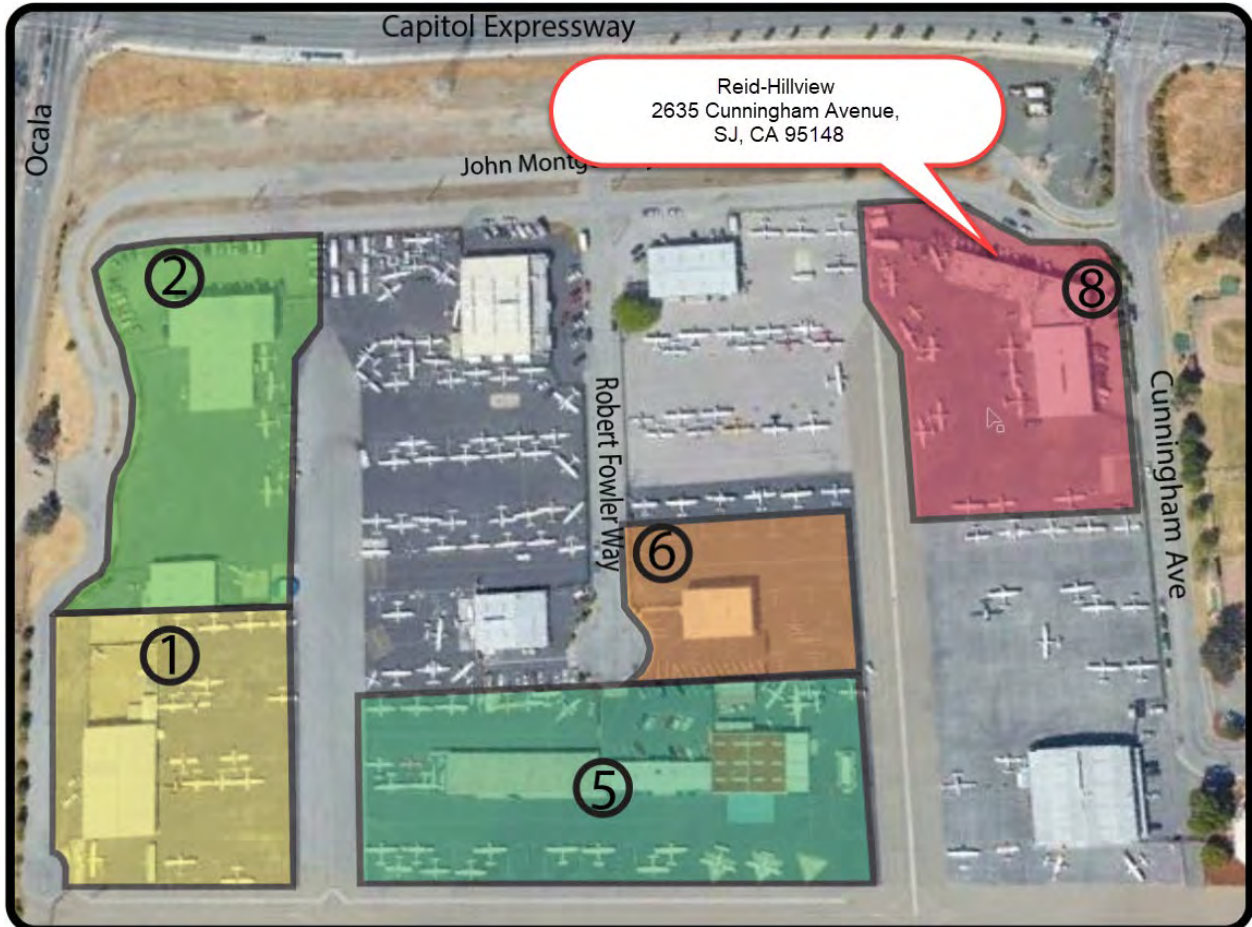


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: 86BC1E5E-A60C-4BF0-8127-B5AB24D7A62A

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name THE AIRPORT SHOPPE

Doing Business As: AVIATION OXYGEN ETC

Address (Main Office) 2635 CUNNINGHAM AVE STE A - SAN JOSE CA 95148

Number Street Name City Zip

State Corp. No. NOT INCORPORATED Year Established 1981

Federal Tax ID# 50-0017325 # of Employee 2

Type of Business RETAIL PILOT SUPPLIES Website INFO@AVIATIONOXYGEN.COM

Contact Person PHOEBE PEASLEY Title SOLE PROPRIETOR

Phone # 4089232625 Alt Phone 4086563373 Email INFO@AVIATIONOXYGEN.COM

*****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No**

***If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.**

ADDITIONAL OWNER'S INFORMATION

- 1) **Additional Owner Name:** N/A
- Street Address: _____
- City, State, Zip: _____
- Cell Phone: _____ Alt Phone: _____
- Email Address: _____
- 2) **Additional Owner Name:** _____
- Street Address: _____
- City, State, Zip: _____
- Cell Phone: _____ Alt Phone: _____
- Email Address: _____



LICENSEE BILLINGS INFORMATION

Name/Company: AVIATION OXYGEN ETC

BILLING ADDRESS

Street Address: 2635 CUNNINGHAM AVE STE A

City, State, Zip: SAN JOSE CA 95148

Cell Phone: 4089232625 Alt Phone: 4086563373

Email Address: INFO@AVIATIONOXYGEN.COM

Billing Contact: PHOEBE PEASLEY

MAILING ADDRESS

Street Address: 2635 CUNNINGHAM AVE STE A

City, State, Zip: SAN JOSE CA 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: MARILU SAPIEN

Phone: 408.768-0971

Alt Phone: N/A

Email: N/A

Rental Site Address: N/A
N/A
San Jose CA 95148

Purpose of Business and Type of Service Provided: RETAIL PILOT SUPPLIES



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



DocuSign Envelope ID: 86BC1E5E-A60C-4BF0-8127-B5AB24D7A62A

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model LEXUS 250 Lic. Plate St. & No. 6KUU294

Make & Model MERZ E450 Lic. Plate St. & No. 8PTW745

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
Phoebe Peasley 12/8/2021
F763E7BD59AE4AD...
Phoebe Peasley

PROPRIETOR
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
BEACON PROPERTY MANAGEMENT, LLC DBA ABORN PROPERTIES**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Beacon Property Management, LLC, a California limited liability corporation, dba Aborn Properties, (“Licensee”) effective as of January 1, 2022 (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive Suite 1 & 2, San Jose, California, 95148**, San Jose, California, for the purpose of operating a real estate service business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$1,000.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of one thousand dollars (\$2,000.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Real Estate Services**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 Parking:

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Beacon Property Management, LLC
dba Aborn Properties
2660 John Montgomery Drive, Suite 1
San Jose, CA 95148
Phone (408) 272-4100
Email accounting@abornproperties.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint ventures, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County's Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Beacon Property Management, LLC
a California limited liability corporation
dba Aborn Properties

DocuSigned by:
Harry Freitas 1/3/2022
6DC28984CB2D46D

Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Joi Walker 1/3/2022
0DACDECFCF5649E...
By: _____ Date
Name: Joi walker
Title Operations Manager

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Chris Cheleden
B179ECE83EFF431...

Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

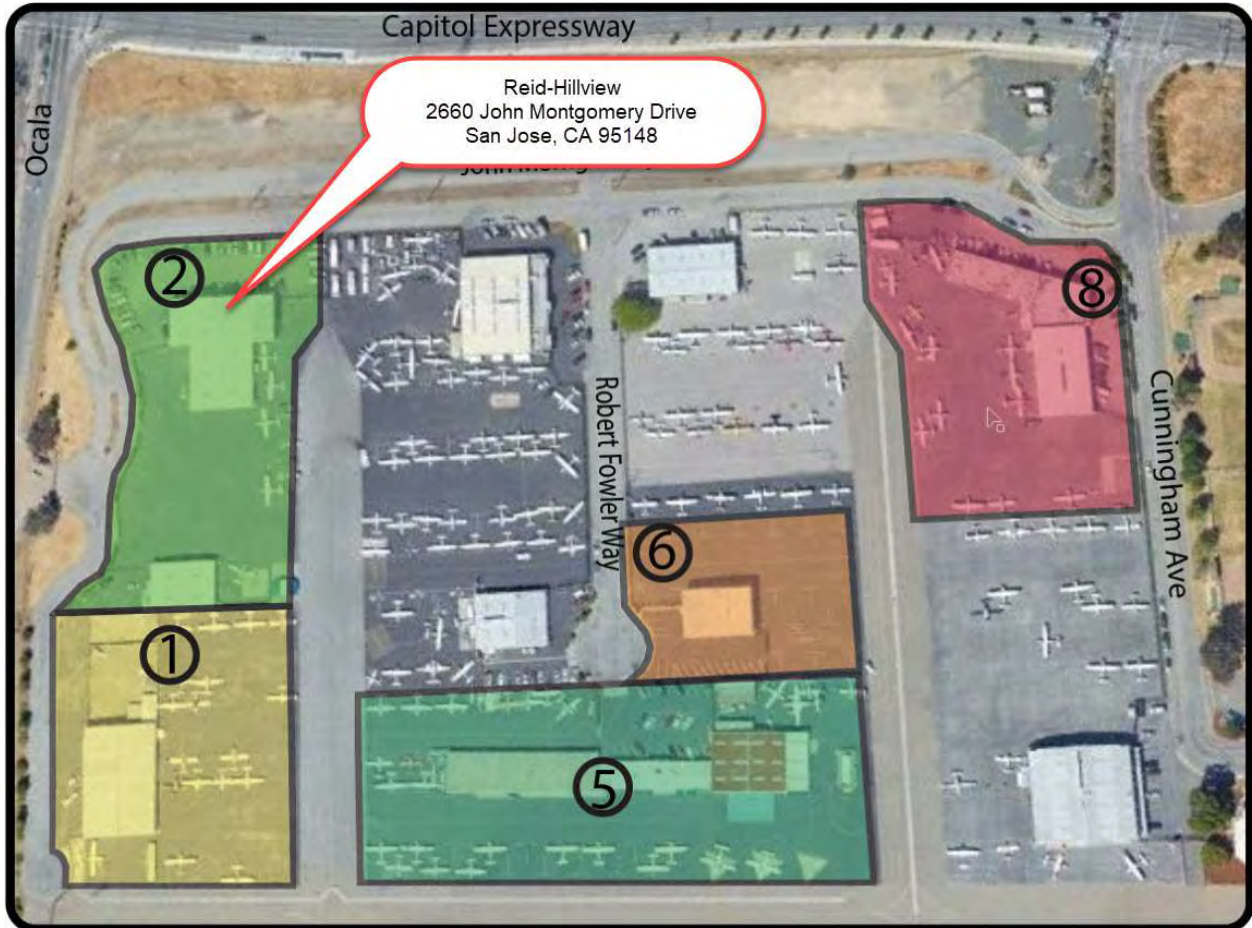


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: 9591AE84-43D1-4BE5-8483-979ABBD71D8D

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Beacon Property Management

Doing Business As: Aborn Properties

Address (Main Office) 2660 John Montgomery Drive Suite # 1 & 2 San Jose, CA 95148
Number Street Name City Zip

State Corp. No. C21945880 Year Established 2000

Federal Tax ID# 263050534 # of Employee 4

Type of Business Real Estate Website abornproperties.com

Contact Person Joi Walker Title Managing Director

Phone # 4082724100 Alt Phone 4082722095 Email joi@abornproperties.com

***Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

- 1) **Additional Owner Name:** _____
 Street Address: _____
 City, State, Zip: _____
 Cell Phone: _____ Alt Phone: _____
 Email Address: _____
- 2) **Additional Owner Name:** _____
 Street Address: _____
 City, State, Zip: _____
 Cell Phone: _____ Alt Phone: _____
 Email Address: _____



DocuSign Envelope ID: 9591AE84-43D1-4BE5-8483-979ABBD71D8D

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model Acura 3.5 RL Lic. Plate St. & No. GLZ2482

Make & Model Chrysler Sebring Lic. Plate St. & No. 6HVC905

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
 12/7/2021
10EC327A417C4CE...
Roy Kellett

Broker Associate
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
BOSS ELECTRIC, INC.**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Boss Electric, Inc., a California Corporation, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, Suite E, San Jose, California, 95148**, San Jose, California, for the purpose of providing Electrical Service business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$1250.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of two thousand five hundred dollars (\$2,500.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Electrical Contractor Service**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Boss Electric, Inc.
355 Pine Ridge Way
San Jose, CA 95127
Phone (408) 747-9892
Email jjordan@bosselectricsj.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political
subdivision of the State of California

LICENSEE:

Boss Electric, Inc.
A California Corporation

DocuSigned by:
Harry Freitas 12/29/2021
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
John Jordan 12/28/2021
45B83B88BD033404...
By: John Jordan Date
Name: _____
Title General Manager-Owner

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Cheleden, Christopher
B179ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

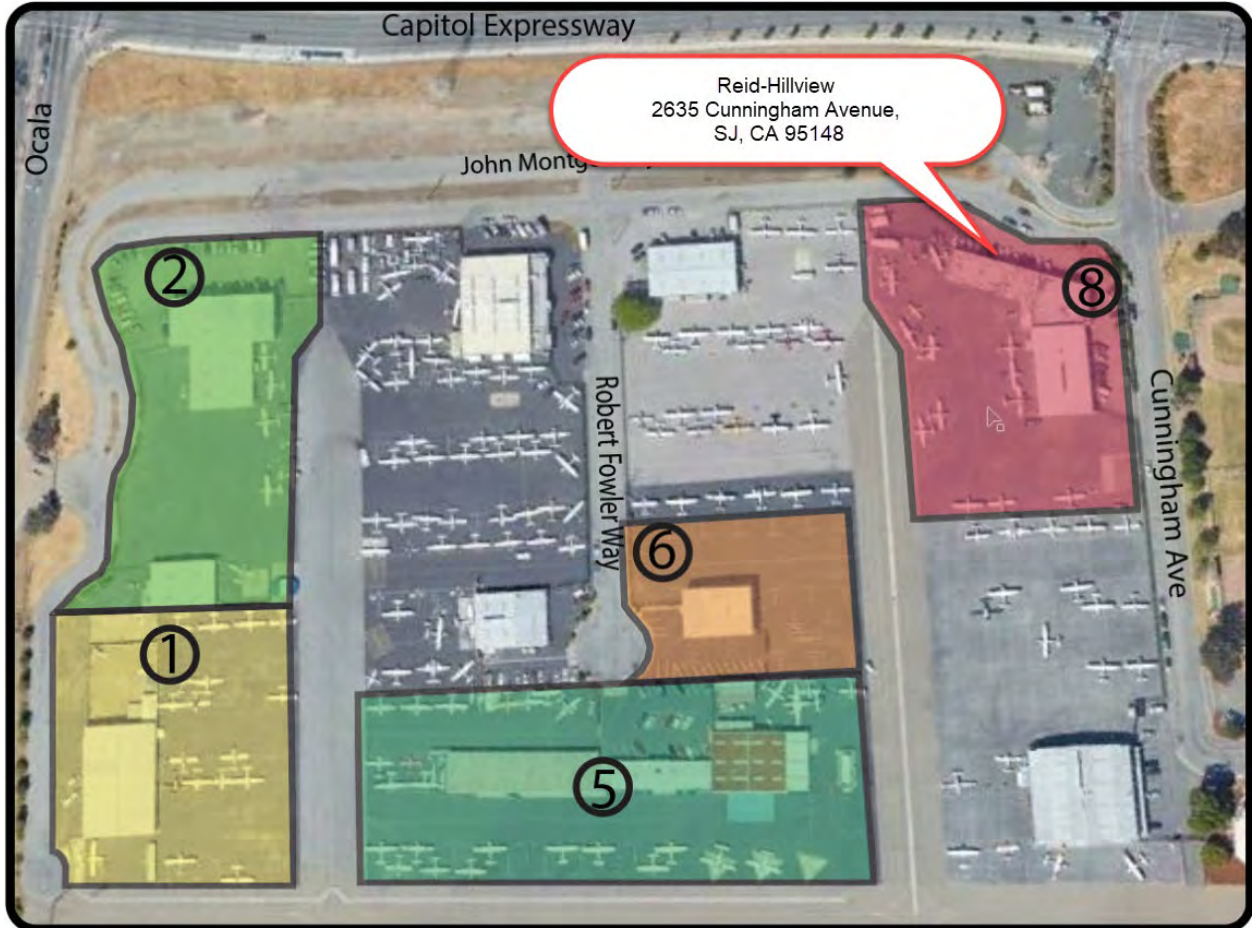


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSE INFORMATION

DocuSign Envelope ID: C21E6924-45E6-479A-BF27-5C14DCD1AF23

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name BOSS Electric, Inc
Doing Business As: _____
Address (Main Office) 2635 Cunningham Ave. STE E San Jose, CA 95148
Number Street Name City Zip
State Corp. No. 1018728 Year Established 2016
Federal Tax ID# 81-2657875 # of Employee 14
Type of Business Electrical Contractor Website bosselectricsj.com
Contact Person John Jordan Title General Manager
Phone # (408) 747-9892 Alt Phone 4086497719 Email jjordan@bosselectricsj.com

***Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

- 1) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____
- 2) **Additional Owner Name:** _____
Street Address: _____
City, State, Zip: _____
Cell Phone: _____ Alt Phone: _____
Email Address: _____



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
DESTINY ROSE GOMEZ, DBA DESTINY ROSE INSURANCE SERVICES**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Destiny Rose Gomez, dba Destiny Rose Insurance Services, (“Licensee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, Suite F, San Jose, California, 95148**, San Jose, California, for the purpose of operating an insurance agency business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$650.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of one thousand three hundred dollars (\$1,300.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Auto, Home, and Aviation Insurance**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Destiny Rose Gomez
dba Destiny Rose Insurance Services
2635 Cunningham Avenue, Suite F
San Jose, CA 95148
Phone (408) 828-3309
Email destinyrosegomez@yahoo.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Destiny Rose Gomez
Dba: Destiny Rose Insurance Services

DocuSigned by:
Harry Freitas 12/29/2021
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Destiny Rose Gomez 12/29/2021
5042B78E00DE4AF...
By: _____ Date
Name: Destiny Rose Gomez
Title Owner

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cheleden, Christopher
B179ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

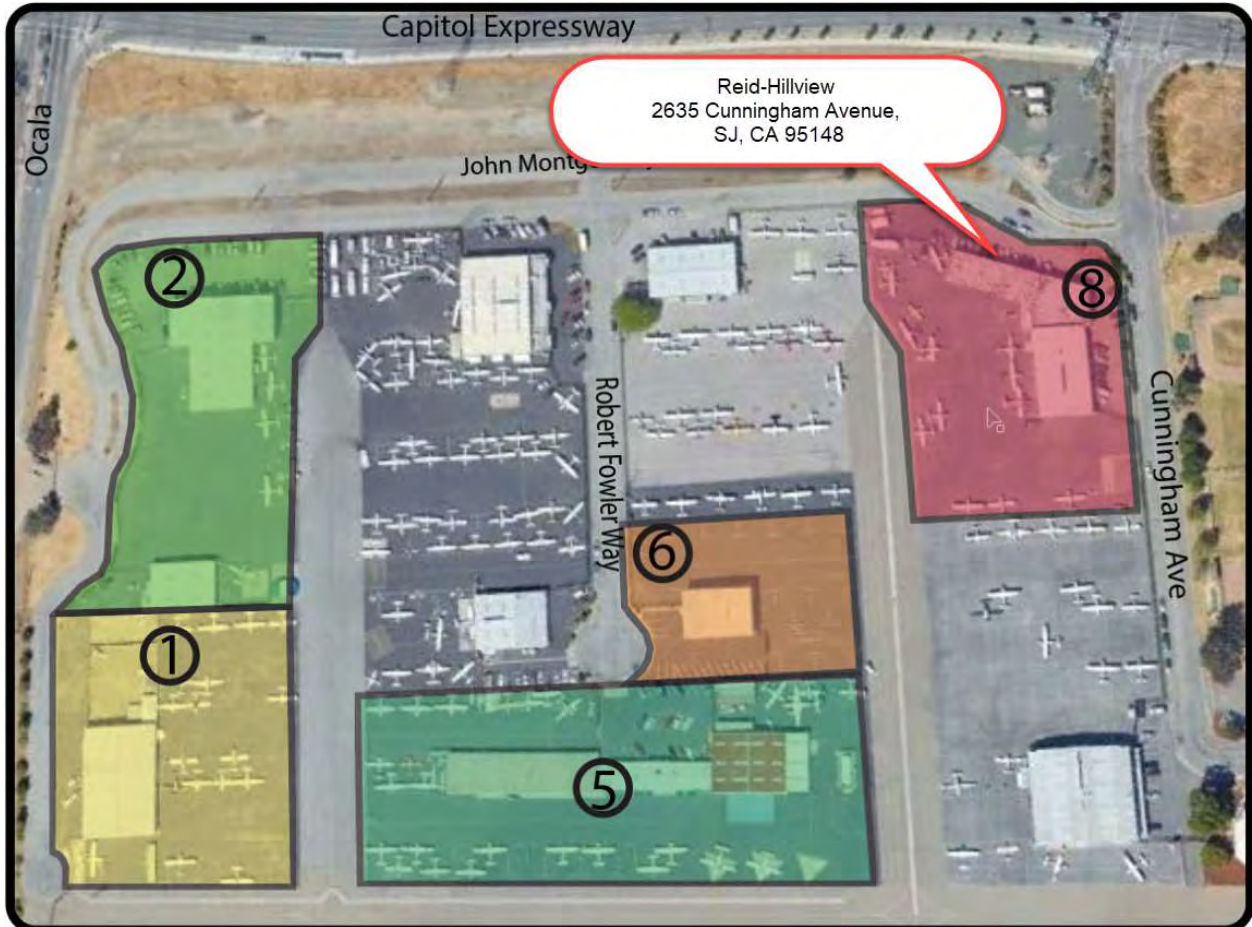


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C LICENSEE INFORMATION

DocuSign Envelope ID: CAA1098F-5177-4C58-9220-7830CCD2D351

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Destiny Rose Insurance Services

Doing Business As: _____

Address (Main Office) 2635 Cunningham Avenue Suite F, San Jose Ca 95148
Number Street Name City State Zip

State Corp. No. n/a Year Established 2014

Federal Tax ID# . # of Employee 2

Type of Business Insurance Website destinyroseinsurance.com

Contact Person Destiny Rose Gomez Title Owner

Phone # 408-828-3309 Alt Phone 408-254-4000 Email destinyrosegomez@yahoo.com or agent@

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

1) Additional Owner Name: _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) Additional Owner Name: _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

DocuSign Envelope ID: CAA1098F-5177-4C58-9220-7830CCD2D351

LICENSEE BILLINGS INFORMATION

Name/Company: Destiny Gomez

BILLING ADDRESS

Street Address: 2635 Cunningham Avenue Suite F

City, State, Zip: San Jose

Cell Phone: 408-828-3309 Alt Phone: 408-254-4000

Email Address: Agent@destinyroseinsurance.com OR destinyrosegomez@yahoo.com

Billing Contact: Destiny Gomez

MAILING ADDRESS

Street Address: 2635 Cunningham Avenue Suite F

City, State, Zip: San Jose CA 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Blake Kubota

Phone: 408-605-8548

Alt Phone: 408-605-8548

Email: blakekubota@gmail.com

Rental Site Address 2635 Cunningham Avenue Suite F
San Jose
San Jose CA 95148

Purpose of Business and Type of Service Provided I am an insurance agency providing auto, home and aviation Insurance.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



DocuSign Envelope ID: CAA1098F-5177-4C58-9220-7830CCD2D351

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model 2017 Lexus Lic. Plate St. & No. 8bws295

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
Destiny Rose Gomez 2/2/2021
9601C3803D6D4AD...
Destiny Rose Gomez

Owner
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
LAWAN H. AHMED, DBA L/B TAX SERVICE**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Lawan H. Ahmed, dba L/B Tax Service, (“Licensee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 26, San Jose, California, 95148**, San Jose, California, for the purpose of providing Tax Filing Service Business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$400.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of eight hundred dollars (\$800.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Tax Services**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

L/B Tax Service
2660 John Montgomery Drive, Suite 26
San Jose, CA 95148
Phone (408) 667-7470
Email ahmedl@sbcglobal.net

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors, employees, agents and representatives, will use best efforts to

substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Lawan H. Ahmed
dba: L/B Tax Service

DocuSigned by:
Harry Freitas 12/28/2021
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Lawan H Ahmed 12/22/2021
1C42A0B16D6A4B3
By: _____ Date
Name: Lawan H Ahmed
Title OWNER

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cheleden, Christopher
B478ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

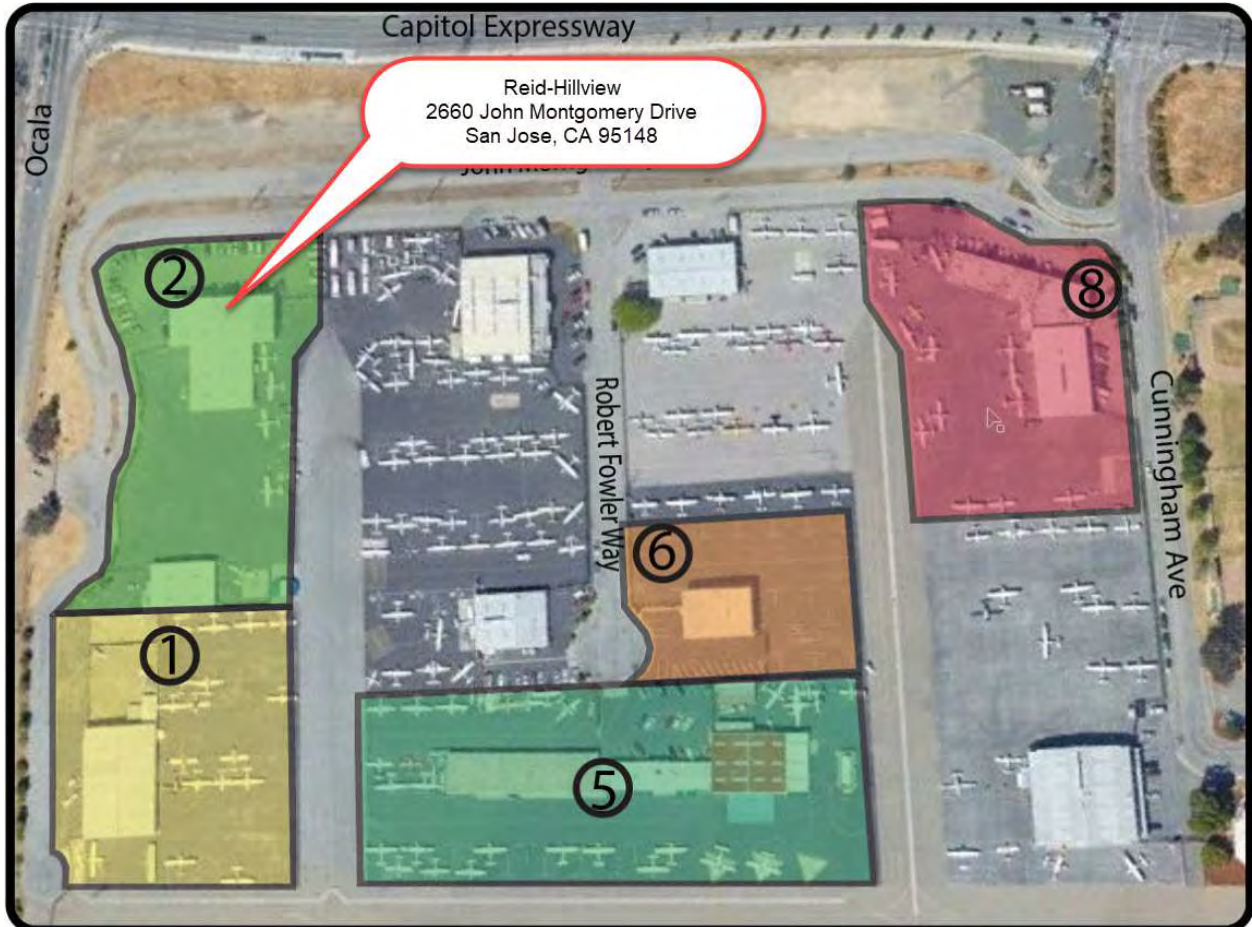


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C LICENSE INFORMATION

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LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name L / B TAX SERVICE

Doing Business As: L / B TAX SERVICE

Address (Main Office) 2660 JOHN MONTGOMERY DR SUITE 26 SAN JOSE CA 95148-1005
Number Street Name City State Zip

State Corp. No. N / A Year Established N / A

Federal Tax ID# N / A # of Employee 2

Type of Business TAX SERVICE Website N / A

Contact Person LAWAN H AHMED Title OWNER

Phone # 408-667-7470 Alt Phone 408-929-4555 Email AHMEDL@SBCGLOBAL.NET

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** N / A

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____



DocuSign Envelope ID: C9B9758B-41CD-4B5B-98D4-CBA517E12195

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model JAGUAR S-TYPE GREY Lic. Plate St. & No. 4TTX982, CA

Make & Model FORD E350 VAN BLUE Lic. Plate St. & No. 8BRG992

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
LAWAN AHMED 12/2/2021
7432D37E8FD14AB...
LAWAN AHMED

OWNER
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
AMRIK JUDGE, DBA MEEKA STUDIO**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Amrik Judge, dba Meeka Studio, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2635 Cunningham Avenue, Suite D2, San Jose, California, 95148**, San Jose, California, for the purpose of operating a photography and video photography business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$250.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of five hundred dollars (\$500.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business fifteen calendar days after due and owing. Licensee shall also pay interest

on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Photography and Video Photography**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Amrik Judge
dba Meeka Studio
2635 Cunningham Avenue, Suite D2
San Jose, CA 95148
Phone (408) 313-1406
Email meeka408@yahoo.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Amrik Judge
dba: Meeka Studio

DocuSigned by:
Harry Freitas 12/23/2021
6DC28984CB2D46D

Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Amrik Judge 12/23/2021
By FEEDA25ACAEC4CA...

Name: Amrik Judge Date
Title: Owner

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B179ECE83FFF431...

Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

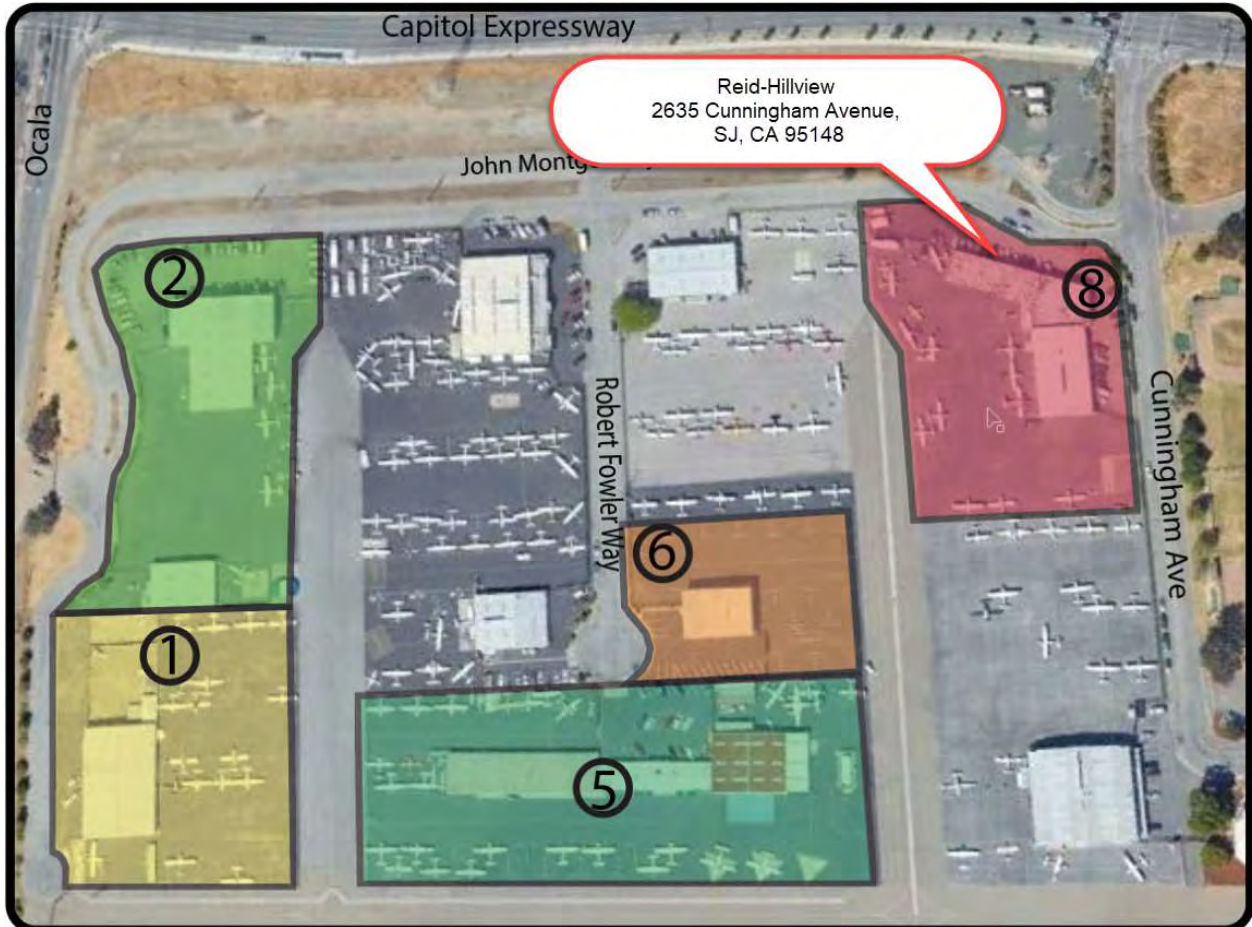


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: CAD13122-0397-4658-9753-D083724855AD

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Meeka Studio

Doing Business As: _____

Address (Main Office) 2635 Cunningham Ave D2, San Jose, CA 95148

Number Street Name City Zip

State Corp. No. N/A Year Established 2010

Federal Tax ID# N/A # of Employee 0

Type of Business Photography and Videography Website meekastudio.com

Contact Person Amrik Judge Title Owner

Phone # 4083131406 Alt Phone 4084996668 Email meeka408@yahoo.com

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

- 1) **Additional Owner Name:** _____
- Street Address: _____
- City, State, Zip: _____
- Cell Phone: _____ Alt Phone: _____
- Email Address: _____
- 2) **Additional Owner Name:** _____
- Street Address: _____
- City, State, Zip: _____
- Cell Phone: _____ Alt Phone: _____
- Email Address: _____

DocuSign Envelope ID: CAD13122-0397-4658-9753-D083724855AD

LICENSEE BILLINGS INFORMATION

Name/Company: Meeka Studio

BILLING ADDRESS

Street Address: 3003 Pitner Ct.

City, State, Zip: San Jose, CA 95148

Cell Phone: 4083131406 Alt Phone: 4084996668

Email Address: meeka408@yahoo.com

Billing Contact: Amrik Judge

MAILING ADDRESS

Street Address: 3003 Pitner Ct.

City, State, Zip: San Jose, CA 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Justin Judge

Phone 4084996668

Alt Phone 4083091444

Email justinsjudge@gmail.com

Rental Site Address D2
2635 Cunningham Ave D2
San Jose CA 95148

Purpose of Business and Type of Service Provided Photography, Videography, Live Streaming, Photo Printing, & Album Printing.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



DocuSign Envelope ID: CAD13122-0397-4658-9753-D083724855AD

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model Honda Pilot Lic. Plate St. & No. 6MNZ120

Make & Model Mercury Grand Marquis Lic. Plate St. & No. 8XUW296

Make & Model Toyota Prius Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
Amrik Judge 12/15/2021
Amrik Judge

Owner
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
MINH NGUYEN, DBA BJ HOME APPLIANCE REPAIRS**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Minh Nguyen, dba BJ Home Appliance Repairs, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 23, San Jose, California, 95148**, San Jose, California, for the purpose of providing Residential and Commercial Appliance Repairs Business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$568.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of one thousand one hundred thirty six dollars (\$1,136.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Residential and Commercial Appliance Repairs**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building.

On the termination of the License Agreement, Licensee will deliver to County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Minh Nguyen
c/o BJ Home Appliance Repairs
2660 John Montgomery Drive, Suite 22
San Jose, CA 95148
Phone (408) 332-6444
Email tylerqng1@gmail.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors, employees, agents and representatives, will use best efforts to

substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Minh Nguyen
dba: BJ Home Appliance Repairs

DocuSigned by:
Harry Freitas 1/3/2022
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Minh nguyen 1/3/2022
1852CB4C01A547E...
By: Minh nguyen Date
Name: owner
Title

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B479ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

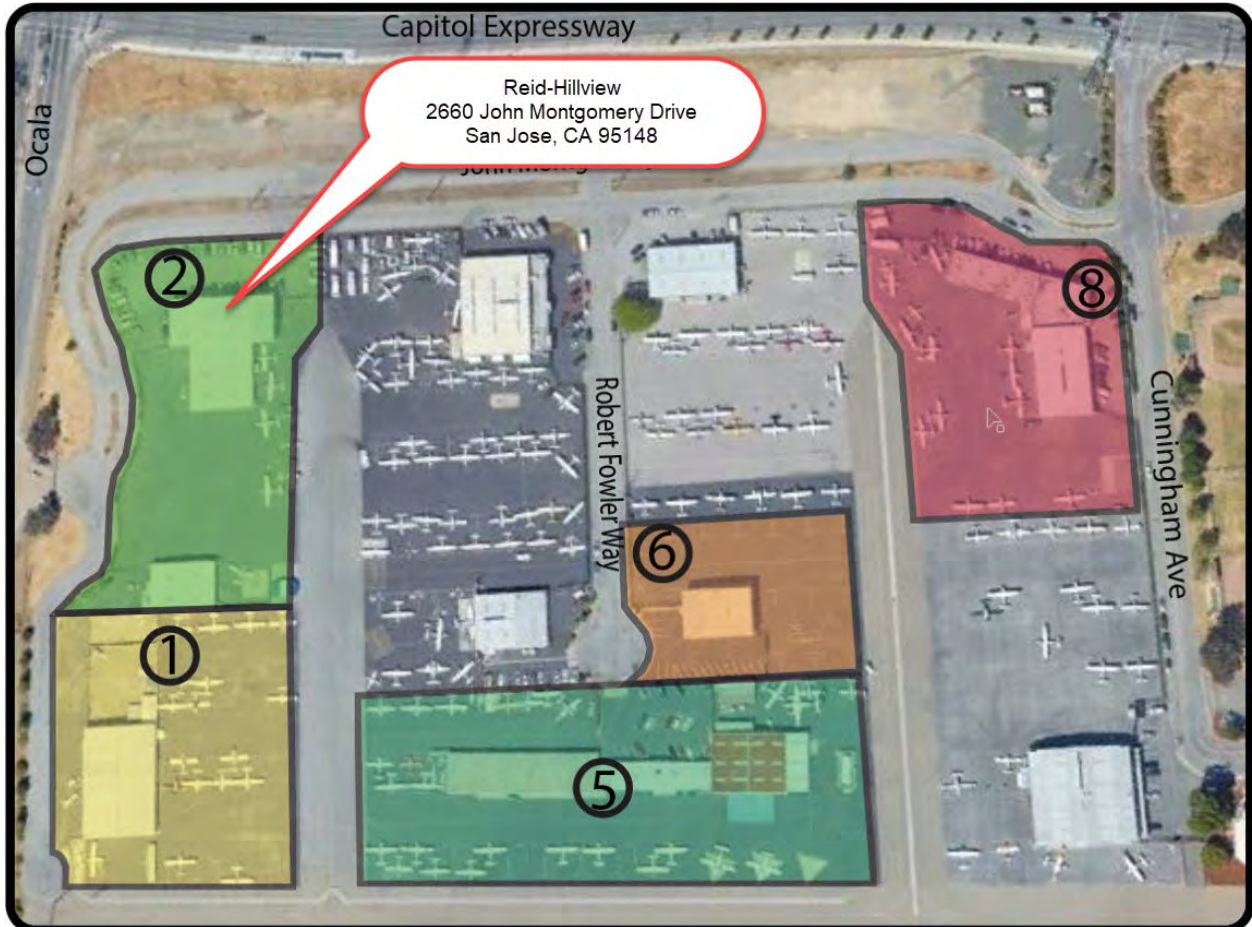


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

LICENSEE BILLINGS INFORMATION

Name/Company: BJ Home Appliance Repair

BILLING ADDRESS

Street Address: 2660 John Montgomery Dr suit 23

City, State, Zip: san jose ca 95148

Cell Phone: 408-332-6444 Alt Phone: 408-332-6444

Email Address: tylerqng1@gmail.com

Billing Contact: Minh Nguyen

MAILING ADDRESS

Street Address: 2660 John Montgomery dr suit 23

City, State, Zip: san jose ca 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Igor Vatsko

Phone 4088498277

Alt Phone 4088498277

Email igorvatsko1971@gmail.com

Rental Site Address 2660 John Montgomery dr suit 23
san Jose CA 95148
San Jose CA 95148

Purpose of Business and Type of Service Provided appliance repair service call



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.



Click here to attach any other additional data, such as a list of additional owners, automobiles etc.

**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
PRICILLA BROWN DBA NEW ERA CONTINUING EDUCATION CENTER**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Priscilla Brown, dba New Era Continuing Education Center, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 5, San Jose, California, 95148**, San Jose, California, providing lecturing on medical services business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. **Monthly Rent**

- 3.1 The monthly "Rent" or initial Base Rent shall be **\$750.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial-month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the "County of Santa Clara", in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of one thousand five hundred dollars (\$1500.00)**, shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Lecturing on Medical Services**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building.

On the termination of the License Agreement, Licensee will deliver to County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. **Expenses**

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. **Indemnification and Insurance**

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. **Condition of Property**

7.1 **Condition for Occupancy.**

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.

9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. **Notices**

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first-class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Priscilla Brown,
dba New Era Continuing Education Center 2660 John
1100 Denio Ave
Gilroy CA 95020
Phone (408) 690-5074
Email baddilac27@gmail.com

Or to such other place as LICENSEE may designate by written notice.

21. **Miscellaneous**

21.1 **Waiver**

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Licensee's proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information even if marked "CONFIDENTIAL AND PROPRIETARY" without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et seq.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County's Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors, employees, agents and representatives, will use best efforts to

substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Priscilla Brown,
dba New Era Continuing Education Center

DocuSigned by:
Harry Freitas 1/5/2022
6DC28984CB2D46D
Harry Freitas Date
Director, Roads and Airports Department

By: Priscilla R. Brown
Name: Priscilla R. Brown Date
Title owner

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B179ECE83FFF431
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A
Site Location & Premises

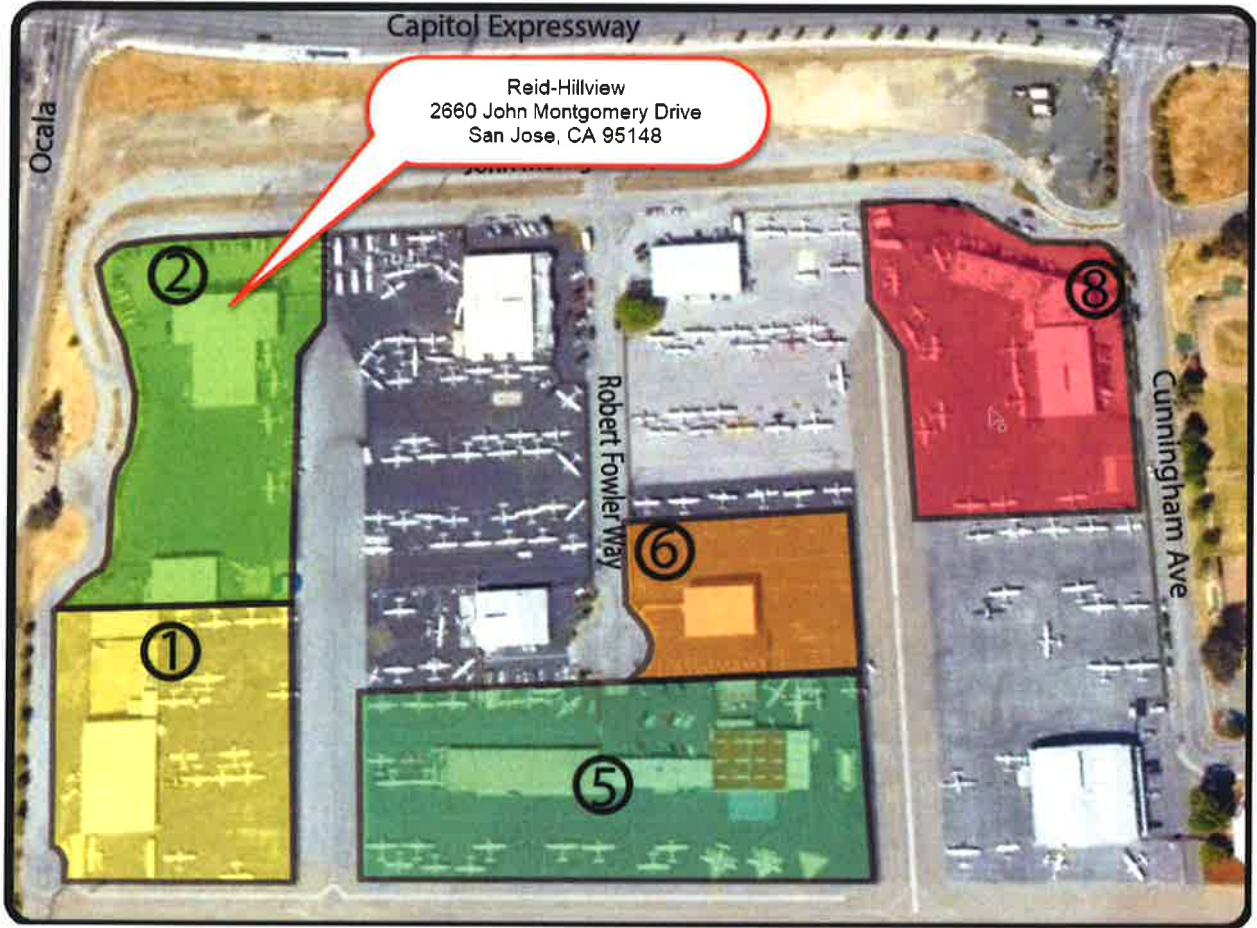


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance-- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: 10559404-CCC4-4D68-A9A4-7A9016B80B16

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name New Era Continnnnnnnning Education Center

Doing Business As: New Era Continuing Education Center

Address (Main Office) 2660 John Montgomery Drive #5

Number Street Name City Zip

State Corp. No. Sole Proprietor Year 1997
Established _____

Federal Tax ID# 551-06-1441 # of Employee 0

Type of Business Continuing education Website None

Contact Person Priscilla Brown Title Owner/Instructor

Phone # 408-690-5074 Alt Phone 408-713-8980 Email badi11ac27@gmail.com

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

1) Additional Owner Name: N/A

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) Additional Owner Name: _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

LICENSEE BILLINGS INFORMATION

Name/Company: New Era Continuing Education Center

BILLING ADDRESS

Street Address: 1100 Denio Ave.

City, State, Zip: Gilroy, CA 95020

Cell Phone: 408-690-5074 Alt Phone: 408-713-8980

Email Address: badillac27@gmail.com

Billing Contact: Priscilla Brown

MAILING ADDRESS

Street Address: 1100 Denio Ave.

City, State, Zip: Gilroy, CA 95020

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Richard Brown

Phone 408-713-8980

Alt Phone 831-902-0615

Email badillac27@gmail.com

Rental Site Address 2660 John Montgomery Dr.#5
San Jose CA 95148
San Jose CA 95148

Purpose of Business and Type of Service Provided Lecturing on medical services Saturday and Sunday only.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model Toyota, Camry Lic. Plate St. & No. 3RYL019

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:
Priscilla Brown 1/4/2022
F8537CC1F36542B
Priscilla Brown

Doctor
Your Title



**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
QUAN TA, DBA HEALTH TRAINING CENTER**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Quan Ta, dba Emergency and Health Training Center, (“Licensee”), effective as of January 1, 2022 (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 6, San Jose, California, 95148**, San Jose, California, for the purpose of providing CPR and First Aid Training business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$1,200.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of two thousand four hundred dollars (\$2,400.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **CPR and First Aid Training**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such

vehicle(s). When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the License Agreement, Licensee will deliver to

County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation of Licensee under this. Licensee agrees that the obligations of Licensee

herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may require that an application be completed and all relevant and applicable

information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be unable to satisfactorily comply with any term or condition of this

Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Quan Ta
dba: Emergency and Health Training Center
2660 John Montgomery Drive, Suite 6
San Jose, CA 95148
Phone (408) 401-6934
Email cprcardforyou@yahoo.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors,

employees, agents and representatives, will use best efforts to substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Quan Ta
dba: Emergency and Health Training Center

DocuSigned by:
Harry Freitas 12/23/2021
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Quan Ta 12/22/2021
F4542C57BE734A1
By: Quan Ta Date
Name: _____
Title owner _____

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Christopher Cheleden
B179ECE83FE431
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

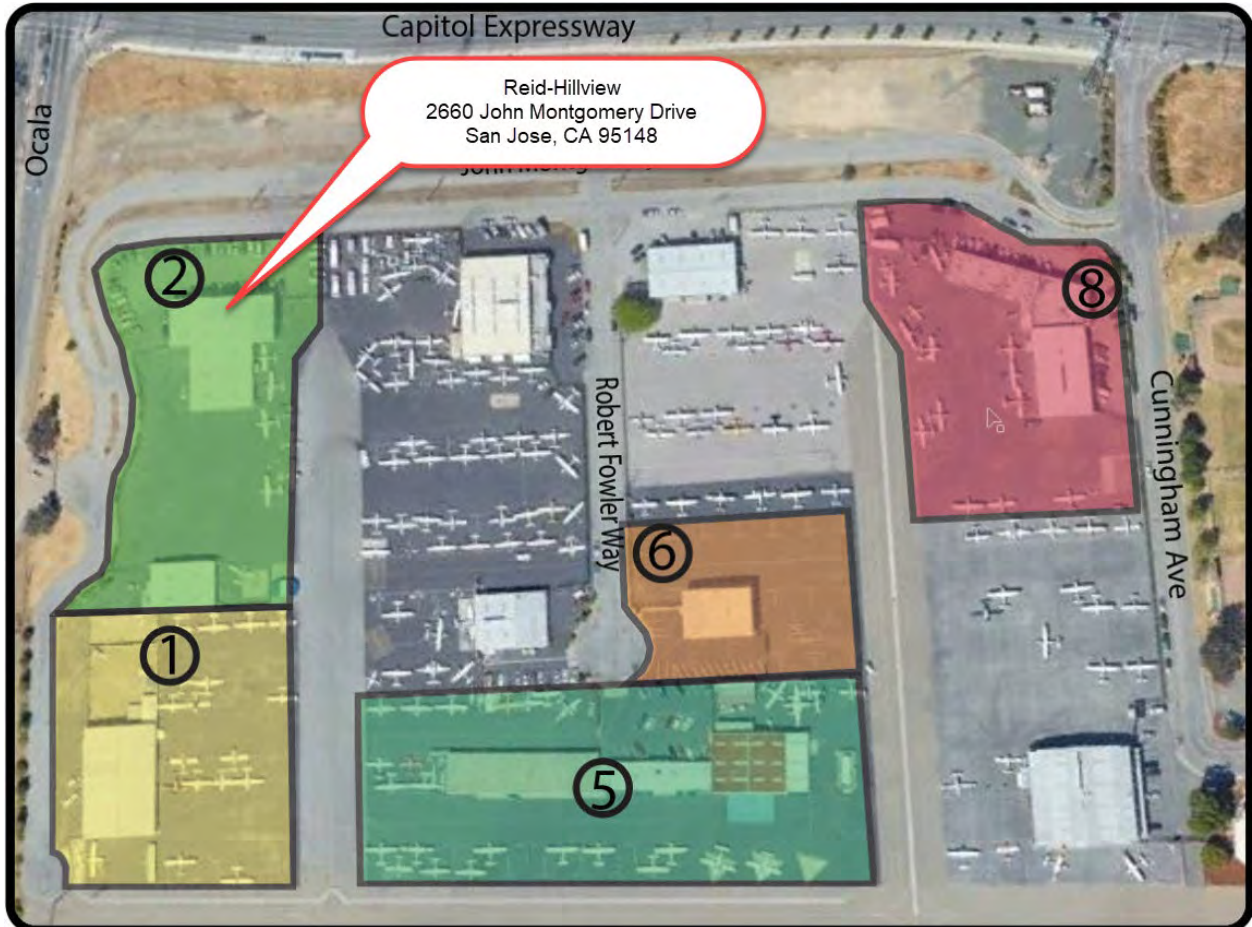


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSE INFORMATION

DocuSign Envelope ID: 27592DD3-E0AE-44E8-BBC8-12D100DE95C9

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Emergency and Health Training Center

Doing Business As: Emergency and Health Training Center

Address (Main Office) 2660 John Montgomery Dr, Suite 6.
Number Street Name City Zip

State Corp. No. ca Established Year 2009

Federal Tax ID# 602265241 # of Employee 0

Type of Business CPR and First Aid Training Website www.cprtraining-center.com

Contact Person Quan Ta Title Owner

Phone # 408-401-6934 Alt Phone 408-843-7375 Email cprcardforyou@yahoo.com

****Will you be parking an aircraft at Reid-Hillview Airport? Yes* No

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____



LICENSEE BILLINGS INFORMATION

Name/Company: Emergency and Health Training Center

BILLING ADDRESS

Street Address: 2660 John Montgomery Drive, Suite 6.

City, State, Zip: San Jose, CA 95148

Cell Phone: 408-401-6934 Alt Phone: 408-843-7375

Email Address: cprcardforyou@yahoo.com

Billing Contact: Quan Ta 408-401-6934

MAILING ADDRESS

Street Address: 2660 John Montgomery Drive, Suite 6

City, State, Zip: San Jose, CA 95148

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Quan Ta

Phone 408-401-6934

Alt Phone 408-843-7375

Email cprcardforyou@yahoo.com

Rental Site Address 2660 John Montgomery Drive, suite 6.
San Jose, CA 95148
San Jose CA 95148

Purpose of Business and Type of Service Provided Our mission is to provide CPR and First Aid training to both general public and healthcare providers so that more people can learn to save lives. We also looking to open a small school for Allie Health, such as CNA and Dialysis school, and livescan or finger printing.



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.

**LICENSE AGREEMENT
BETWEEN COUNTY OF SANTA CLARA AND
ROSALINA ARIAS DBA ROSA'S CLEANING SERVICES**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (referred to interchangeably as “COUNTY” or “Licensor”) and Rosalina Arias dba Rosa's Cleaning Services, (“Licensee”), effective as of January 1, 2022, (the “Effective Date”).

RECITALS

WHEREAS, COUNTY is the owner of the Reid-Hillview Airport (“Airport”).

WHEREAS, Licensee desires to obtain from County and County agrees to grant to Licensee a license to use the Premises located at the Reid-Hillview Airport, **2660 John Montgomery Drive, Suite 3 & 4, San Jose, California, 95148**, San Jose, California, for the purpose of providing Residential and Commercial Cleaning business and shall be restricted to the uses listed herein (“Permitted Uses”, as defined below (the “Premises”). The Premises is as generally described on the attached Exhibit A that is incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, COUNTY and LICENSEE agrees to the foregoing and as follows:

1. Premises

COUNTY agrees to grant to LICENSEE a revocable license to occupy and use, subject to all of the terms and conditions herein, the Premises during the term of this Agreement, and LICENSEE agrees to license from COUNTY the Premises, subject to the terms and conditions of this Agreement.

1.1 The Premises consists of the following:

1.1.1 Office space and common vehicle parking lot as described and depicted on the attached Exhibit A.

2. Terms

2.1 The term of this Agreement shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the County upon thirty (30) days prior written notice. (“Term”).

3. Monthly Rent

- 3.1 The monthly “Rent” or initial Base Rent shall be **\$860.00** due and payable in advance on the first (1st) day of each month of the Term. The fee for any partial month shall be prorated.
- 3.2 In the event this License is still in effect, beginning on July 1, 2023, and on each July 1 of each subsequent year, the Base Rent for the ensuing twelve (12) months shall be adjusted upward in the same percentage proportion that the January Consumer Price Index (CPI) of the San Francisco-Oakland-Hayward area of the United State Department of Labor, Bureau of Labor Statistics, increase over the January CPI of the base year of 2022. In the case of a CPI decrease the rate will remain the same.
- 3.3 All Rent shall be made payable to the “County of Santa Clara”, in the form of a company check, certified check, money order, or wire transfer, due and payable on the first day of each month without exception, and delivered by hand delivery, by courier or by U.S. Mail (first class, postage prepaid) to the following address, or such other address as designated by COUNTY in writing:

County of Santa Clara
2500 Cunningham Ave
San Jose, CA 95148

- 3.4 A Security Deposit of **two (2) months rent in the amount of one thousands seven hundred twenty dollars (\$1720.00)** shall be payable by Licensee upon full execution of this Agreement as security for the return of the Premises at the expiration of the term of the Agreement in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this Agreement. The Security Deposit may also be used in the event of termination of this Agreement to apply to unpaid back due rent. The Parties agree that the Security Deposit may be used to cure any default or breach of this Agreement without prejudice to any other remedies available to County and that County may increase the Security Deposit in the event of default or breach.
- 3.5 Late Charge as defined in the *Airports Schedule of Fees and Charges* as updated from time to time shall be automatically added to any rent, fee, or other charges not received by the County by the close of the business

fifteen calendar days after due and owing. Licensee shall also pay interest on said unpaid balance at a rate of ten percent (10%) simple interest per annum, from the date said payment was due and payable until paid in full. The Schedule of Fees and Charges may be downloaded from the Resources page of the County Airports Website at CountyAirports.org.

3.6 Other Fee

Licensee shall pay County the following fees in addition to Monthly Rent

3.6.1 10% of any rent received from non-aviation subtenants who shall be approved by County.

County may perform a quarterly audit of Licensee's accounts pertaining to automobile rentals and all sub tenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to County in any given fiscal year, Licensee shall bear the audit expenses.

4. Use of Premises

4.1 This Agreement grants Licensee the right and privilege to use the Premises and shall be restricted to the uses listed herein ("Permitted Uses"). The Premises may not be used for any other purpose without County's prior written consent, which consent may be withheld in the sole discretion of County.

4.1.1 Throughout the term of this Agreement, Licensee agrees that Licensee shall use the premises to provide the following services: **Residential and Commercial Cleaning**. Licensee shall be actively involved in providing these services and may not sublet or otherwise authorize another service provider to provide them, without the County's prior written consent.

4.1.3 If Licensee desires to provide additional services, written approval of the County prior to commencement of such service is required.

4.2 A Fee Schedule describing all charges and hourly rates for services for airport patrons shall be posted at the Premises by the Licensee in plain view and kept up to date. All rates and charges shall be reasonable and fairly applied to all users of Licensee's services.

4.3 Licensee agrees not to wash vehicles on the Premises in such a manner as to allow any cleaning detergent or water to reach the surface of the ground

4.4 **Parking:**

- 4.4.1 During the Term of the Agreement, County agrees to grant Licensee use of parking spaces in designated parking areas or parking lots for use by motor vehicles (the "Spaces") serving Licensee, its employees, and Licensee's customers during the hours Licensee is open for business. Except for particular spaces and areas designated by County for reserved parking, all parking in the parking areas serving the leased Premises/building shall be on an unreserved, first-come, first-served basis. Licensee shall not have the right to sublease any number of unreserved Spaces set forth above.
- 4.4.2 Parking regulations enforcement is 24 hours per day, seven days per week. All motor vehicles parking on the Reid-Hillview grounds must be registered with the Airports Administration office, displayed with a current valid license plate, with proof of current vehicle registration with the Department of Motor vehicles (DMV) in the state of ownership.
- 4.4.3 County shall not be responsible for including but not limited to money, jewelry, motor vehicles or bicycles, or other personal property lost in or stolen from the parking areas at any time. The use of the Spaces shall be at the sole risk of Licensee and its employees.
- 4.4.4 County shall have the right from time to time to designate the location of the unreserved Spaces and to promulgate reasonable rules and regulations regarding the parking areas if any, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and similar. Licensee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.
- 4.4.5 Licensee shall not store or permit its employees, and its customers to store any vehicles for more than 72 hours in the parking areas without the prior written consent of County. Except for emergency repairs, Licensee shall not perform repair work on any vehicles while located in the parking lot of the Property. If it is necessary for Licensee or its employees to leave a vehicle on the parking areas overnight, Licensee shall provide County with prior notice, in a timely manner, thereof designating the license plate number and model of such vehicle(s).

When there are grounds to believe that vehicles have been parked at one location for more than 72-hours and have been left unattended, the vehicle(s) will be towed to the nearest designated garage at the owner's expense.

4.4.6 County shall have the right to temporarily close parking area or certain areas therein to perform necessary repairs, maintenance and improvements to the parking areas if any.

4.4.7 County shall police and enforce the posted limitations and rules regarding the use of such Parking Spaces, including, without limitation, towing of vehicles illegally parking therein. Licensee authorizes County to cause any such illegally parked car to be towed from the building parking areas. The County agrees to cooperate and work closely with the Licensee concerning the removal of illegally parked vehicles in reserved Spaces, for which monthly rent is paid.

4.5 Prohibited Residential Use

Licensee shall use the premises for legal commercial office purposes only, not residential use. Licensee action of none compliance shall constitute an Agreement violation.

4.6 Accident Reports

Licensee agrees to report any accidents at the Airport, including but not limited to, involving Licensee, or Licensee's guests which occur at the Airport to the County in writing within 24 hours of Licensee's learning of such. Licensee is also responsible for notifying any federal, state, or local authorities, as required by law.

4.7 Airport Access and Security

Licensee, its representatives and guests shall have certain right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, County shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised. Security of the Premises must be maintained at all times.

Licensee shall maintain secured controlled access at all entrances to the Premises, including pedestrian gates, to prevent unauthorized access onto Airport property. Licensee shall ensure the control of all movement of Licensee's operations and those of their guests/customers, including all deliveries. Licensee shall escort all guests, vendors and delivery personnel at all times. Licensee is responsible for the actions of its guests and delivery personnel until they exit the Airport. Accessible areas to the Airport from the

Premises shall be controlled by the Licensee and all gate codes shall be kept confidential and shared with authorized individuals only, as appropriate. For clarity purposes, Licensee shall not have the duty nor the responsibility for general Airport security, as such general Airport security shall remain the sole responsibility and obligation of County.

4.8 Compliance with Laws.

The use of the Premises by Licensee and this shall be subject to, and at all times be in compliance with, and/or subordinate to: (a) County Airports Rules and Regulations; (b) Airport Sponsor Grant Assurances and all other federal laws or FAA regulations, obligations, or guidance; (c) any and all applicable local, state and federal laws, rules, codes, ordinances, statutes, orders and regulations as same exist from time to time throughout the Term (collectively, "Laws"), including without limitation, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 et seq., including, but not limited to Title III thereof, all regulations and guidelines related thereto and all requirements of Title 24 of the State of California (collectively, the "ADA"); (d) any and all instruments, licenses, restrictions, easements or similar instruments, conveyances or encumbrances which are at any time made by or given by County relating to the Premises or the Property and/or the construction, from time to time, of any additional improvements on the Property (collectively, "Development Documents"), and (e) any and all documents, easements, covenants, conditions and restrictions, and similar instruments, together with any and all amendments and supplements thereto made, from time to time, each of which has been or hereafter is recorded in any official or public records with respect to the Premises or the Property (collectively, "Recorded Matters"), provided no such Development Documents or recorded Matters made or given after the date of this Agreement shall (otherwise expand Licensee's obligations under this Agreement, including but not limited to, Licensee's financial obligations.

4.9 Nonexclusive Rights

Licensee is allowed to use the Airport and its appurtenances together with all public areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any exclusive right to conduct any aeronautical activity at the Airport except for the Premises.

4.10 Keys & Locks

Licensee will provide County with a key to any existing, new or additional lock or bolt on any door of its Premises or on any other part of the Building.

On the termination of the License Agreement, Licensee will deliver to County all keys to any locks or doors in the Building which have been obtained by Licensee.

5. Expenses

Licensee shall pay for all expenses related to Licensee's use and occupancy of the Premises including, but not limited to, electric, telephone, cable, internet, water, sewer, gas, trash collection, HVAC, possessory interest and related personal property taxes, and insurance. County shall cooperate with Licensee to the extent necessary to establish accounts in Licensee's name to facilitate Licensee's payment of expenses.

To the extent that separate accounts are not established Licensee agrees to pay its pro-rata share of expenses as reasonably determined by the County.

6. Indemnification and Insurance

Licensee shall comply with and provide insurance as set forth in Exhibit B attached hereto.

7. Condition of Property

7.1 Condition for Occupancy.

Licensee accepts the Premises in an "as is", "with all faults" condition having first inspected the Airport and Premises at its own cost and expense. County makes no representations or warranties whatsoever concerning the legal, physical, environmental, or any other condition of the Premises including improvements, facilities, or utilities.

As required by Section 1938(a) of the California Civil Code, County discloses to Licensee that the Premises have not undergone inspection by a certified access specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, County also states that:

"A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or County may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making

any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

In furtherance of the foregoing, County and Licensee agrees that any CASp inspection elected to be conducted by Licensee shall be done at Licensee’s sole cost and expense, and to the extent that a CASp inspection identifies any necessary repairs to correct violations of construction-related accessibility standards, the other provisions of this shall govern which party has the responsibility to correct such violations.

7.2 Condition of Premises upon Surrender.

At the expiration of the Term or earlier termination or cancellation of this Agreement, Licensee shall immediately vacate the Premises and remove all personal property to which Licensee or Licensee Affiliates hold proper and legal title and shall remove all trash and debris from the Premises associated with or related to Licensee’s use of the Premises. Should Licensee or Licensee Affiliates fail to remove or dispose of the personal property as provided, County may consider the property abandoned and may claim proper title to it or dispose of it at Licensee’s expense. However, under no circumstances shall County become or be considered the owner or operator of any Hazardous Material left on the Premises by Licensee or any of the Licensee Affiliates or others, regardless of whether County elects to initiate clean up or disposal of such Hazardous Material. Licensee and the Licensee Affiliates represent, warrant and agree that at all times, including after termination of this Agreement, Licensee and the Licensee Affiliates shall be solely responsible and liable, as the owner and operator, for all Hazardous Material brought onto or generated on the Premises by Licensee or Licensee Affiliates during the Term.

7.3 Hazardous Materials.

7.3.1 Definition of Hazardous Materials.

"Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive,

ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

7.3.2 Prohibition; Environmental Laws.

Licensee shall not be entitled to generate, manufacture, store, handle, transport to or from, use, dispose of, or ship to or from, any Hazardous Materials on, in, under, or about any portion of the interior or exterior of the Premises or the Property ("Use") without, in each instance, obtaining County's prior written consent thereto. If County, in its sole discretion, consents to any Use then Licensee shall be permitted to engage in such Use only for those Hazardous Materials and in such quantities (A) that are necessary for Licensee's business, (B) to the extent disclosed in connection with County's approval, (C) expressly approved by County in writing, and (D) only to the extent that such Use fully and completely complies with all applicable Laws and only to the extent Licensee is at all times solely responsible and liable for such Use. Licensee warrants and represents that in all events such Use will be at all times, at Licensee's sole expense, cost and liability, in full and complete compliance with any and all applicable local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future (collectively, the "Environmental Laws"). Licensee warrants and represents that any changes to the type and/or quantities of Hazardous Materials specified in the most recent HazMat Certificate may be implemented only with the prior written consent of County, which consent may be given or withheld at County's sole discretion. Licensee shall not be entitled nor permitted to install any tanks under, on, or about the Premises for the storage of Hazardous Materials without the express written consent of County, which may be given or withheld in County's sole discretion. County shall have the right at all times during the Term to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Licensee is in compliance with this Section 7 or to determine if

Hazardous Materials are present in, on, or about the Premises, and (iii) request lists of all Hazardous Materials in use on, under or about any portion of the Premises. The cost of all such inspections, tests and investigations (collectively, "Inspections") shall be borne solely by Licensee, if Licensee or any of the Licensee Affiliates are responsible, by action or inaction, for the use or the presence of any contamination, release, emission, or source revealed by such Inspections. The aforementioned rights granted herein to County and its representatives shall not create (a) a duty on County's part to perform Inspections, monitor or otherwise observe the Premises or Licensee's and Licensee Affiliates' activities or Use with respect to Hazardous Materials, including without limitation, Licensee's operation or any remediation related thereto, or (b) liability on the part of County and its representatives for any Use, use or any Release, it being understood that Licensee shall be solely responsible for all liability in connection therewith. County hereby consents to the use by Licensee of ordinary household cleaners, office supplies and janitorial supplies that may be used by Licensee in connection with maintaining the Premises as required under this Agreement.

7.3.3 Licensee's Environmental Obligations.

Licensee shall give to County immediate verbal and follow-up written notice of any contamination, exposure, deaths, injuries, illnesses, spills, releases, discharges, disposals, emissions, migrations, removals, shipments or transportation of, from or relating to Hazardous Materials on, under or about any portion of the Premises (collectively, a "Release"), provided that Licensee knows or reasonably should know of such Release. Licensee, at its sole cost and expense, covenants, warrants and represents to promptly investigate, remedy, clean up, remove, decontaminate, restore respond to, otherwise fully remediate, and resolve any and all claims relating to (including, without limitation, preparation of any feasibility studies or reports and the performance of any and all closures) any Release of Hazardous Materials caused by, arising from or related to the acts of Licensee or the Licensee Affiliates such that the affected portions of the Premises are returned to the condition existing prior to the Release of such Hazardous Materials (the "Remediation"). Any such Remediation shall only be performed after Licensee has obtained County's prior written consent, which consent may not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on any portion of the Premises. Notwithstanding the foregoing, Licensee shall be entitled to respond immediately to an emergency at its sole cost, expense and liability, without first obtaining

County's prior written consent. Licensee, at its sole cost and expense, shall conduct and perform, or cause to be conducted and performed, all Remediation as required by any Environmental Laws or any agencies or other governmental authorities having jurisdiction thereof. If Licensee fails to so promptly complete the Remediation, County may, but without obligation to do so, take any and all steps necessary to rectify the same and Licensee shall promptly reimburse County, upon written demand, for all costs and expenses to County of performing the Remediation. All such Remediation, as required herein, shall be performed in such a manner to enable County to make full economic use of the Premises and the other portions of the Premises after the satisfactory completion of such Remediation. County acknowledges that Licensee shall have no obligation or liability with respect to Hazardous Materials existing in the Premises prior to the Delivery Date so long as Licensee or the Licensee Affiliates, invitees or guests have not, by action or inaction, disturbed or caused the disturbance or Release of said existing Hazardous Materials. Licensee shall ensure that all necessary monitoring, safekeeping and security of and for the Premises be sufficient to ensure other parties do not, cannot and are prohibited from causing or contributing to any Release or Use not allowed herein.

7.3.4 Environmental Indemnity.

Licensee shall protect, indemnify, defend (with legal counsel acceptable to County) and hold County and the County Affiliates (as defined in Section 13 herein below) harmless from and against any and all Claims (including, without limitation, diminution in value of any portion of the Premises and damages for the loss of or restriction on the use of rentable or usable space within the Premises) arising at any time during or after the Term in connection with, resulting from or related to, directly or indirectly, any and all Use, use, Release or Remediation arising out of, relating to or resulting from (directly or indirectly) any act or omission of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees. Neither the written consent of County to any Use, use, Release or Remediation, in whole or in part, nor the strict compliance by Licensee with any or all Environmental Laws shall excuse Licensee from its obligations of indemnification pursuant hereto. Licensee shall not be relieved of its indemnification obligations under the provisions of this Section 7 due to County's status as either an "owner" or "operator" under any Environmental Laws. Licensee shall, at its sole cost and expense, promptly observe, perform, and comply with any and all Laws relating to the activities of Licensee. Licensee shall, protect, indemnify, defend (with

counsel acceptable to County) and hold County and the other County Affiliates harmless from and against any and all Claims arising at any time during or after the Term in connection with or related to the use, presence or release of Hazardous Materials on, in or about any portion of the Premises resulting from or related to the acts or omissions of Licensee or any of the Licensee Affiliates or their respective guests, customers or invitees.

- 7.3.5 Licensee shall immediately deliver to County complete copies of all written notices, demands, or other written communications in a party's possession from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding any Release on, to, about, upon, under, at, in, or from the Premises or the Property. Licensee shall immediately, upon receiving notice thereof, inform County in writing (and orally in the event of a Release or other emergency) of (1) any and all enforcement or Remediation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Law affecting Hazardous Materials in, on, upon, over or under the Premises or the Property; and (2) all claims made or threatened by any third party relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened Use, use, Remediation or Release on, in, upon, at, under, from, to, or about the Premises.

8. Repairs and Maintenance

- 8.1 Licensee's Repairs and Maintenance Obligations. Except for and subject to the County's responsibilities as set forth in Section 12, Licensee shall, at its sole cost and expense, keep, manage, operate, and maintain all parts of the Premises in good, clean and safe condition and repair, promptly making all necessary repairs and replacements, all of the foregoing in accordance with the applicable provisions of this Agreement, and to the reasonable satisfaction of the County including, but not limited to, repairing any damage (and replacing any property so damaged if necessary) whether caused by Licensee and/or Licensee Affiliates or visitors and restoring the Premises substantially to the condition existing prior to the occurrence of such damage. Without limiting any of the foregoing, Licensee shall be solely responsible for promptly maintaining, repairing and replacing, (a) all Licensee signage (b) all partitions, fixtures, equipment of the Premises and every part. All work within the scope of Licensee's qualified, insured staff shall be completed by said staff, which shall be subject to County's final approval. All work within the scope of a contractor or subcontractors, shall be completed

by licensed, qualified, insured and bonded contractors and subcontractors reasonably approved by County. Additionally, Licensee shall be solely responsible for the performance of the regular removal of trash and debris on or about the Premises, and otherwise as needed or required by any Law.

- 8.2 If Licensee refuses or neglects to repair and maintain the Premises properly as required by this Agreement and to the reasonable satisfaction of County, then upon not less than thirty (30) days written notice to Licensee (except in the event of an emergency), (i) County may, but without obligation to do so, at any time make such repairs or maintenance without County having any liability to Licensee for any loss or damage that may accrue to Licensee's property or Licensee's business by reason thereof, except to the extent any damage is directly caused by the willful misconduct or gross negligence of County or its authorized agents and representatives and (ii) Licensee shall pay to County all of County's reasonable costs and expenses incurred therefor within thirty (30) days upon demand. Licensee's obligations under this Section 8 shall survive the expiration of the Term or earlier termination thereof. Licensee hereby waives any right to repair at the expense of County under any applicable Laws now or hereafter in effect.

9. Alterations

- 9.1 Licensee may make alterations or improvements to the Premises only with the prior written consent of the County which may be granted or withheld in County's sole and absolute discretion. Upon expiration or termination of this Agreement, any permitted alteration or improvements shall become the property of the County; provided, however, if County consents in its sole and absolute discretion, Licensee may be permitted to remove its alterations and improvements but shall repair any and all damage caused by such installation and removal.
- 9.2 Licensee shall be responsible for and shall promptly repair any damage or destruction of the Property and the Premises caused by Licensee or Licensee's officers, agents, employees, contractors, invitees or Licensees, reasonable wear and tear and casualty excepted.

10. Damage or Condemnation

If the Premises are materially damaged or destroyed by any cause or condemned, it is specifically acknowledged and agreed that County shall have no affirmative obligation to restore or replace the Premises, nor shall County have the obligation to contribute any funds to be used for such restoration or replacement. Licensee shall be responsible for the repair and restoration of its improvements, alterations

and Licensee's property. If County elects not to restore or replace the Premises or portion thereof, Licensee or County may elect to terminate this Agreement. Unless this Agreement is terminated, in the case of material damage or destruction to the Premises (other than by any direct or indirect act(s) or omission(s) of Licensee or any of the Licensee Affiliates), a proportionate amount of the rent shall abate (calculated based on the portion of the Premises that are destroyed or damaged beyond use) until the Premises shall be so restored.

11. Hazardous Materials Permit and Spill Plan

Licensee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program (SWPPP).

Licensee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

12. Responsibilities

12.1 Licensee Responsibilities

12.1.1 Report to County any suspected inappropriate activities at the Airport.

12.1.2 Monitor and report all safety concerns to County.

12.1.3 Keep Premises open during normal business hours.

12.1.4 Make available after-hours phone number(s) for emergency issues that occur onsite and require Licensee's attention.

12.1.5 When necessary, provide onsite representation for the County to the FAA, or NTSB.

12.1.6 Maintain at least one restroom that is open to the public during business hours; provided, however, and notwithstanding anything to the contrary in this Agreement, County shall have the obligation of ADA compliance with any public restroom.

12.2 Operations and Maintenance Responsibilities

The Licensee has the primary responsibility for the daily upkeep and maintenance of items related to the leasing of the Premises including any repairs or maintenance necessitated by the negligent or intentional acts or omissions of the Licensee or the employees, agents, or contractors of Licensee. Licensee shall

perform the items designated as the responsibility of the Licensee in Section 12.2.1. Further, except for maintenance work expressly listed as the County's responsibilities in Section 12.2.2 (which shall be at County's sole cost and expense), it shall be Licensee's responsibility, at Licensee's sole cost and expense, to continually keep and maintain the Premises and all improvements, systems, and equipment located thereon (whether constructed by Licensee or County) clean and neat, free of waste material and debris, in good condition and repair and in a fully operational condition and to make all necessary and appropriate preventive maintenance, repairs and replacements. One restroom shall be kept open to the public at all times during business hours, and the Licensee shall be responsible for its cleaning and upkeep.

County and Licensee have agreed on the following division of responsibilities regarding maintenance of the Premises.

12.2.1 Licensee Responsibilities

- a) Non-Structural portions of the interior of premises of the building including windows, doors, carpets, tile, ceilings, floors and floor coverings.
- b) Interior electrical panels, including power from main electrical panel throughout the Premises, conduit and wiring, subpanels, power outlets and switches.
- c) Interior light lamps (light bulbs).
- d) Interior of structures including ceilings, walls, floors and waterproofing and sealing of floor penetrations.
- e) Interior locks.
- f) Common areas to be kept free and clear of debris.
- g) Interior fire extinguishers
- h) Telephone system
- i) Internet
- j) Communication and information technology
- k) Pick up and disposal of Hazardous Waste, E-waste, Battery and Universal Waste

12.2.2 County Responsibilities

- a) Exterior lighting, including wiring and light fixtures.

- b) Fire systems, including sprinklers (heads and piping) and fire suppression equipment and devices.
- c) Heating, air condition, ventilation systems and associated controls.
- d) Building identification and directory
- e) Exterior of structures including roofs, sidings, gutters, drains, walkways, exterior doors, exterior painting.
- f) Asbestos Management
- g) Termite and rodent infestation control
- h) Mold Remediation
- i) Exterior fire extinguishers
- j) Modifications in public use areas required to meet the Americans with Disabilities (ADA) standards.
- k) Landscaping
- l) Cleaning exterior of building, including rain gutters, sidewalks, vehicular parking lot and aircraft parking ramp.
- m) Water heater and refrigeration units
- n) Janitorial services for and general upkeep of restrooms including restroom supplies.
- o) Signs and directories

13. Limitation of Liability and Indemnity

13.1 Except to the extent of Claims (defined below) directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, Licensee agrees to protect, defend (with counsel reasonably acceptable to County) and hold County and County's lenders, partners, members, property management company (if other than County), agents, directors, officers, employees, representatives, contractors, successors and assigns and each of their respective partners, members, directors, officers, employees, representatives, agents, contractors, heirs, successors and assigns (collectively, the "County Affiliates") harmless and indemnify the County and County Affiliates from, for and against all liabilities, damages, demands, penalties, costs, claims, losses, judgments, charges arising from Licensee's and Licensee Affiliates' use of the Premises and/or Licensee's failure to perform any covenant or obligation

of Licensee under this. Licensee agrees that the obligations of Licensee herein shall survive the expiration or earlier termination of this Agreement.

- 13.2 Except to the extent of Claims directly resulting from the gross negligence or willful misconduct of County or its authorized representatives, to the fullest extent permitted by law, Licensee agrees that neither County nor any of the County Affiliates shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Licensee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, including, but not limited to, any acts, errors or omissions of any sub-Licensee, subtenants, guests, invitees or occupants of the Premises. Licensee shall not, in any event, or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which County may be liable hereunder.
- 13.3 Notwithstanding any provision to the contrary contained in this Agreement, at no time, shall County be responsible or liable to the Licensee or the Licensee Affiliates for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature. Except as otherwise allowed or permissible by any other term or condition of this Agreement including but not limited to Section 7 of this Agreement, at no time shall Licensee be responsible or liable to the County for any lost profits or lost economic opportunities or punitive damages resulting from any actual or alleged breach by Licensee of its obligations under this Agreement, provided that in no event shall County be precluded from exercising its remedies under Section 17 or any other provision of this Agreement.

14. Assignment and Subletting

- 14.1 Licensee shall not assign, sublet, license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement, the Premises or the Property without County's prior written consent. Any attempted assignment, sublicense or other transfer without County's consent shall be void and of no force and effect, and shall, at the County election, constitute an event of default hereunder.
- 14.2 Licensee shall submit the proposed written agreement between Licensee and the subtenant to County for review and evaluation. County may

require that an application be completed and all relevant and applicable information relating to the requested sublicense be provided to County for review and evaluation.

14.3 Sub-Licensee may not occupy the Premises before County consents to the sublicense in writing.

15. Quiet Enjoyment

So long as Licensee successfully complies at all times with all terms and conditions of this Agreement, including the timely payment of all Rent, costs and fees when due, Licensee will be entitled to quiet enjoyment of the Premises. Licensee agrees to temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with County's construction, maintenance, and/or repair of Airport improvements or special events shall not constitute a breach of this section.

16. Right of Entry

County or its authorized representatives shall have the right to enter the Premises at all reasonable times.

17. Default and Remedies/Termination

In addition to any other right to terminate this Agreement, any of the following events or occurrences shall constitute a material breach of this Agreement by Licensee, and shall be deemed an event of default upon the expiration of any stated period to cure said breach, at which time County may terminate this Agreement and shall have all remedies available at law or in equity:

- 17.1. The failure by Licensee to make any timely payment required by this Agreement in full within ten (10) business days after written notice from the County;
- 17.2. The failure by Licensee to observe or perform any covenant, condition or provision of this Agreement when such failure continues beyond thirty (30) days after County gives Licensee written notice of breach; provided, however, that if the nature of such failure reasonably requires longer than thirty (30) days to cure, Licensee shall not be in default if it begins such cure in good faith and with due diligence within thirty (30) days of the notice of breach, and thereafter prosecutes such cure to completion in good faith and with due diligence, or as otherwise determined by County, in County's reasonable discretion. County reserves the right, however, to make a commercially reasonable determination that Licensee is or will be

unable to satisfactorily comply with any term or condition of this Agreement, and to deem any failure under this paragraph to be an event of default at the expiration of the thirty (30) day cure period (or longer as required herein);

- 17.3. Any attempted conveyance, assignment, mortgage, or subletting of any or all of this Agreement, the Premises or the Property, in which case there shall be no cure period;
- 17.4. Violation by Licensee of any applicable law, rule, or regulation with respect to Licensee's use of the Property or the Premises beyond a ten (10) business cure period shall be a default of this Agreement; an intentional violation of any applicable law, rule or regulation by Licensee shall have no cure period.
- 17.5. Any of the following: a general assignment by Licensee for the benefit of Licensee's creditors; any voluntary filing, petition, or application by Licensee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment of the Premises by Licensee without County's prior written consent (after Licensee's notice and opportunity to cure); or the dispossession of Licensee from the Property or the Premises (other than by County) by process of law, in which case there shall be no cure period;
- 17.6. Licensee's failure to comply with any term, condition, or provision of the Agreement, beyond any applicable cure period.
- 17.7. The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets; or the attachment, execution, or other judicial seizure of all or substantially all of Licensee's assets located at the Property or of Licensee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or a petition for reorganization or arrangement of Licensee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within one hundred twenty (120) days. There shall be no cure period.
- 17.8. Licensee's absence from the Premises for thirty (30) consecutive calendar days, without prior written notice to County, during which time rent or other charges are delinquent, shall be deemed as an abandonment of the Premises. Such abandonment will be deemed cause for immediate termination without notice. County shall thereupon be authorized to enter and take possession and to remove and dispose of the property of Licensee or its guests without any liability whatsoever to County.

18. Audit

Licensee shall maintain for a period of at least three (3) years following the end of each calendar or tax fiscal year to which they pertain, complete and accurate books and records relating to Licensee's use of the Premises, compliance with the Agreement terms, Improvements, Licensee improvements and Tax Expenses. Such books and records shall be kept at the location where Licensee customarily maintains its books and records however such location shall be within the County of Santa Clara, State of California. After delivery to County of at least thirty (30) days prior written notice, County, at its sole cost and expense, or through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing such expenses for any of the previous three (3) calendar years, during County's reasonable business hours but not more frequently than once during any calendar year. Licensee shall fully cooperate with County or its representatives in such audits and shall promptly resolve any discrepancies between County and Licensee in the accounting of such expenses.

19. Taxes

19.1 Licensee shall pay and shall be liable and responsible for any and all Tax Expenses (as defined below) applicable to the Premises or its use. Prior to delinquency, Licensee shall pay any and all taxes and assessments levied upon the Premises, including, without limitation, (i) any and all taxes and assessments resulting from or relating to any increase in real property taxes attributable to any and all Improvements, fixtures, equipment or other improvements of any kind whatsoever placed or existing in, on or about the Premises and (ii) taxes and assessments levied or assessed upon or with respect to the possession, operation, use or occupancy of the Premises during the Agreement Term. "Tax Expenses" means, without limitation, any form of tax and assessment (general, special, supplemental, ordinary, or extraordinary), commercial rental tax, payments under any improvement bond or bonds, license fees, license tax, business license fee, rental tax, transaction tax or levy imposed by any authority having the direct or indirect power of tax (including any governmental, school, agricultural, lighting or other improvement districts) as against any legal or equitable interest in the Premises or any other tax, fee, or excise, however described, including, but not limited to, any tax imposed in substitution (partially or totally) of any tax previously included within the definition of Tax Expenses and any cost and/or fee (including without limit to attorneys' and appraisers' fees and court costs) incurred in calculating, contesting or negotiating any such taxes or assessments.

19.2 Possessory Interest Tax

Licensee acknowledges that its interest in and/or use of the Premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and liability.

20. Notices

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and shall be effective for all purposes on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, upon (i) receipt or refusal of receipt, in the case of personal delivery, (ii) the next business day after depositing notice with a reputable overnight courier, and (iii) three (3) days after depositing notice in with the United States Post Office for delivery by first class certified or registered mail, postage prepaid, and addressed as follows:

To COUNTY:

County of Santa Clara
2500 Cunningham Ave.
San Jose, CA 95148

Or to such other place as COUNTY may designate by written notice.

To LICENSEE:

Rosalina Arias
dba Rosa's Cleaning Services
2660 John Montgomery Drive, Suite 3
San Jose, CA 95148
Phone (408) 592-9095
Email: rosacleans@aol.com

Or to such other place as LICENSEE may designate by written notice.

21. Miscellaneous

21.1 Waiver

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of County's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any

remedy for the subsequent breach of any of the terms, covenants, or conditions.

21.2 Severability and Governing Law.

Any non-material provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Licensee expressly agrees that any and all disputes, lawsuits, or proceedings arising out of, relating to or in connection with this Agreement, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Licensee hereby consents to the exclusive personal jurisdiction and venue of said court.

21.3 Entire Agreement.

It is understood and agreed that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement (including all exhibits and addenda) supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by County to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement and any separate agreement executed by County and Licensee in connection with this Agreement and dated of even date herewith (a) contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (b) shall be considered to be the only agreement between the parties hereto and their representatives and agents. This Agreement may not be modified, deleted or added to except by a writing signed by the parties hereto. All negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the

representations and agreements contained in this Agreement. The parties acknowledge that (i) each party and/or its counsel have reviewed and revised this Agreement, and (ii) no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

21.4 Warranty of Authority.

County and Licensee each represent that the person executing this Agreement on behalf of such party (i) is duly and validly authorized to do so on behalf of the entity it purports to so bind, and (ii) has full right and authority to enter into this Agreement. Each party hereby warrants that this Agreement is legal, valid and binding upon such party and enforceable against such party in accordance with its terms.

21.5 Joint and Several; Covenants and Conditions.

If Licensee consists of more than one person or entity, the obligations of all such persons or entities shall be joint and several. Each provision to be performed by Licensee hereunder shall be deemed to be both a covenant and a condition.

21.6 California Public Records Act.

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Licensee’s proprietary information is contained in documents submitted to County, and Licensee claims that such information falls within one or more CPRA exemptions, then Licensee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will use reasonable efforts to provide notice to Licensee prior to such disclosure. If Licensee contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required, at its sole cost, liability and expense, to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Licensee fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information even if marked “CONFIDENTIAL AND PROPRIETARY” without any liability or obligation to Licensee or any third parties.

21.7 Waiver of Jury Trial.

To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement, the relationship of County and Licensee, Licensee's use or occupancy of the Premises and/or any claim of injury, loss or damage.

21.8 Headings.

Section headings shall not be used in construing this Agreement.

21.9 Conflict of Interest.

Licensee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors (collectively, "Licensee Affiliates") to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

21.10 Relationship of Parties.

The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners, associations, master-servant, agents, a joint enterprise, employer-employee, lender-borrower, or contractor. Licensee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Licensee nor any person using or involved in or participating in any actions or inactions relating to the Premises or this Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County. Licensee's status, as well as the status of its officers, agents, or employees, including personnel in the administration and performance of services under this Agreement, shall be in an independent capacity and not as an employee or agent of the County.

21.11 No Third-Party Rights.

This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

21.12 Signs.

All signs and graphics of every kind visible in or from public view shall be subject to (i) County's prior written approval, and (ii), and in compliance with, all applicable Laws, Development Documents, Recorded Matters, Rules and Regulations, and County's sign criteria ("Sign Criteria") as same may exist from time to time.

21.13 Brokerage Commission.

Licensee represents and warrants for the benefit of County that it has had no dealings with any real estate broker, agent, or finder in connection with the Premises and/or the negotiation of this Agreement and that it knows of no other real estate broker, agent or finder who is or might be entitled to a real estate brokerage commission or finder's fee in connection with this Agreement or otherwise based upon contacts between the claimant and Licensee.

21.14 OFAC.

Licensee represents and warrants to County that: (i) Licensee is not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Licensee is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

21.15 Non-Discrimination.

Licensee and Licensee Affiliates shall each comply with all applicable federal, state and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et sea.); California Labor Code sections 1101 and 1102. Licensee and each of the Licensee Affiliates shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee or any of the Licensee Affiliates discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21.16 No Relocation Assistance.

It is understood that this Agreement is intended to give Licensee a temporary conditional use of the Premises and that Licensee shall not be entitled to relocation benefits, assistance, damages (liquidated or otherwise), costs, claims, or fees from County upon expiration, termination or cancellation of this Agreement, except as expressly

21.17. Prevailing Wage.

If the work to be performed by Licensee or any of its contractors hereunder is a public work as defined in California Labor Code Section 1720 et seq., then Licensee and its contractors must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code. Licensee is solely liable for failing to comply with prevailing wage laws.

21.18. Wage Theft Prevention.

These provisions are in relation to any work performed by Licensee or Licensee Affiliates under the terms or conditions of the Agreement only.

Compliance with Wage and Hour Laws. Licensee and the Licensee Affiliates who are involved in the work must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

- 21.18.1.1 Final Judgments, Decisions, and Orders. For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- 21.18.1.2 Prior Judgments against Licensee and/or its contractors. BY SIGNING THIS LICENSE, LICENSEE AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS LICENSE—THAT LESSEE OR ANY OF THE LESSEE AFFILIATES HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.
- 21.18.1.3 LESSEE FURTHER AFFIRMS THAT IT AND/OR THE LESSEE AFFILIATES HAVE SATISFIED AND COMPLIED WITH—OR HAS REACHED LICENSE WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- 21.18.1.4 Judgments During Term of Agreement. If at any time during the Term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Licensee or any contractor it uses to perform work under this Agreement has violated any applicable wage and hour law, or Licensee learns of such a judgment, decision, or order that was not previously disclosed, Licensee must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Licensee and its contractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Licensee to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- 21.18.1.5 County’s Right to Withhold Payment. Where Licensee or any contractor it employs to perform work under this Agreement has

been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Licensee until such judgment, decision, or order has been satisfied in full.

21.18.1.6 **Material Breach.** Failure to comply with any part of this Section constitutes a material breach of the Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

21.18.1.7 **Notice to County Related to Wage Theft Prevention.** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive - OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

21.19. Counterparts.

This Agreement, and any amendments thereto, may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

21.20 County Sustainability Policies.

In performing any work on the Premises, Licensee will use best efforts to substantially comply with County's Sustainability policies found in Board of Supervisors Policy Manual 8.1 through and including 8.4, as amended from time to time by County, and County’s Green Cleaning Policy Administrative Guidelines, as amended from time to time by County.

21.21 Integrated Pest Management Ordinance.

When conducting or allowing the performance of any pest management practices or pesticide uses, Licensee, its contractors, employees, agents and representatives, will use best efforts to

substantially comply with and require any pest management service providers to comply with the County Integrated Pest Management ordinance.

21.22 County No-Smoking Policy.

Licensee and Licensee Affiliates, guests and invitees, shall not smoke on, in, or around the Property or Premises unless expressly allowed by applicable smoking laws.

21.23 Liens.

Except as expressly authorized in a term or condition found elsewhere in this Agreement, Licensee shall keep the Premises free and clear of all liens and encumbrances. If, because of any act or omission of Licensee or any of its employees, officers, agents, representatives or volunteers, any mechanic's lien or other liens, charge or order for the payment of money are filed against any portion of the Premises, structures, or Alterations, Licensee shall at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from County; and, Licensee shall indemnify, defend and save harmless County against all resulting costs, liabilities, suits, claims and demands, including legal fees and court costs.

21.24 Prohibition of Alcohol and Controlled Substances.

Sale, promotion, or advertising of any type of alcohol or controlled substances are strictly prohibited on, in, or near the Premises.

21.25 Timing.

In the event the time for performance of any obligation under this Agreement shall fall on a Saturday, Sunday, or Court holiday, such time for performance shall be extended to the next business day. "Business day" means days other than Saturdays, Sundays, and federal and state legal holidays in the state of California.

21.26 Survival.

Those provisions which by their nature should survive termination, cancellation, or expiration of this Agreement, shall so survive.

21.27 Recitals and Exhibits.

The Recitals stated above, and all Exhibits referenced in this Agreement, are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized officers and representatives.

COUNTY:

County of Santa Clara, a political subdivision of the State of California

LICENSEE:

Rosalina Arias
dba: Rosa’s Cleaning Services

DocuSigned by:
Harry Freitas 1/3/2022
6DC28984CB2D46D...
Harry Freitas Date
Director, Roads and Airports Department

DocuSigned by:
Rosalina Arias 1/2/2022
1AE8F4DB224642B...
By: Rosalina Arias Date
Name: Rosalina Arias
Title owner

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cheleden, Christopher
B470ECE83EEF431...
Christopher R. Cheleden
Lead Deputy County Counsel

List Attachments/Exhibits

- Exhibit A – Site Location and Premises
- Exhibit B – Insurance Requirements
- Exhibit C – Licensee Information

EXHIBIT A

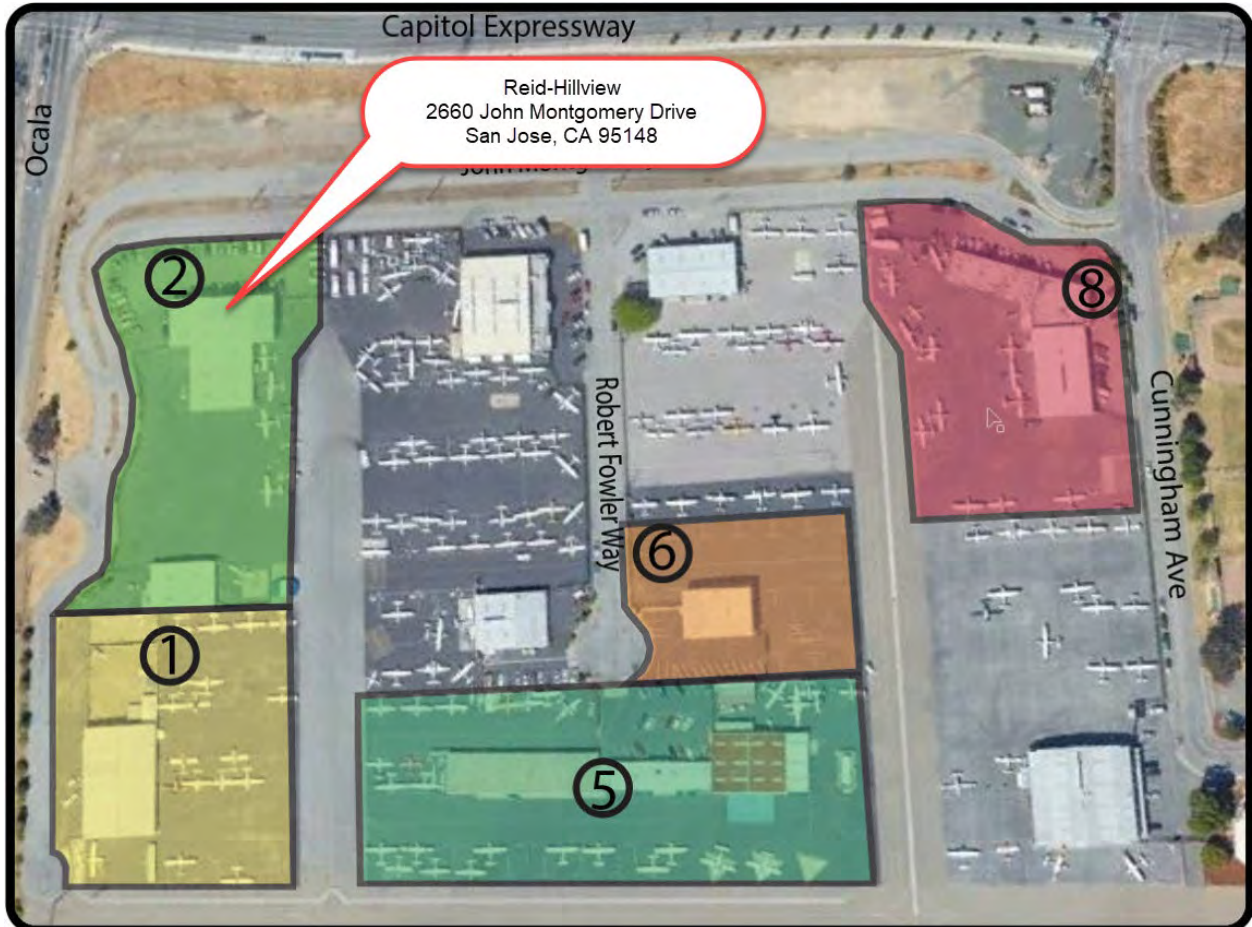


EXHIBIT B-5 (revised)

**INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY**

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither relieve nor decrease Your liability.

EXHIBIT B-5 (revised)

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability

EXHIBIT B-5 (revised)

- d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control

EXHIBIT B-5 (revised)

under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

EXHIBIT B-5 (revised)

qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C
LICENSEE INFORMATION

DocuSign Envelope ID: 4C077B29-E608-4045-9528-8DE09ADC8291

LICENSEE APPLICATION

Please provide the detailed information requested below. Incomplete information
can delay the processing of your application. **PLEASE PRINT CLEARLY.**

LICENSEE INFORMATION

Sole Proprietorship Partnership Corporation/LLC

Company Name Rosa's Cleaning Services

Doing Business As: same

Address (Main Office) 2660 John Montgomery Drive #3, San Jose 95148

Number Street Name City Zip

State Corp. No. n/a Year 1995
Established _____

Federal Tax ID# 77-0413279 # of Employee 8

Type of Business Residential & Commercial Cleaning Service Website n/a

Contact Person Rosalina Arias Title Owner

Phone # 408-592-9095 Alt Phone 408-888-6107 Email rosacleans@aol.com

******Will you be parking an aircraft at Reid-Hillview Airport? Yes* No**

*If you will be parking an aircraft at the Airport, an Aircraft Parking License Agreement may be required.

ADDITIONAL OWNER'S INFORMATION

1) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

2) **Additional Owner Name:** _____

Street Address: _____

City, State, Zip: _____

Cell Phone: _____ Alt Phone: _____

Email Address: _____

LICENSEE BILLINGS INFORMATION

Name/Company: Rosa's Cleaning Services

BILLING ADDRESS

Street Address: 2660 John Montgomery Drive #3

City, State, Zip: San Jose, CA. 95148

Cell Phone: 408-592-9095 Alt Phone: 408-888-6107

Email Address: rosacleans@aol.com

Billing Contact: Rosalina Arias

MAILING ADDRESS

Street Address: P.O. Box 51756

City, State, Zip: San Jose, CA. 95151

IN CASE OF EMERGENCY (If Licensee if not available)

Contact Name: Ivonne Luescher

Phone 408-888-6107

Alt Phone 408-908-7929

Email rosasinvoicing@gmail.com

Rental Site Address #3 & #4
2660 John Montgomery Drive
San Jose CA 95148

Purpose of Business and Type of Service Provided Residential & Commercial Cleaning Service



Click here to attach a copy of your current lease/rental agreement. If you don't have one, then upload a note stating so and with a description of your current lease/rental terms.

Click here to attach any other additional data, such as a list of additional owners, automobiles etc.



DocuSign Envelope ID: 4C077B29-E608-4045-9528-8DE09ADCB291

TENANT VEHICLE INFORMATION

Please provide the following information for any vehicles you park at the airport. In January the County will use this information to audit the vehicles in the parking lot and have any abandoned or unauthorized vehicles removed.

Make & Model Subaru Forester Lic. Plate St. & No. CA 8KUR300

Make & Model Toyota Prius Lic. Plate St. & No. CA 6CDL525

Make & Model Toyota Camry Lic. Plate St. & No. CA 7KLZ592

Make & Model Toyota Corolla Lic. Plate St. & No. CA 8GUS132

Make & Model Nissan Versa Lic. Plate St. & No. CA 8EZZ688

Make & Model Honda Civic Lic. Plate St. & No. CA 7CXC819

Make & Model _____ Lic. Plate St. & No. _____

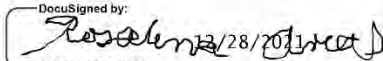
Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

Make & Model _____ Lic. Plate St. & No. _____

By signing here, you attest that the information provided above is true and correct to the best of your knowledge.

DocuSigned by:

CSAD90A7CAD0425...
Rosalina Arias

Rosalina Arias - Owner
Your Title



Exhibit C

Exhibit D

County of Santa Clara
Roads and Airports Department



101 Skyport Drive
San Jose, California 95110-1302
1-408-573-2400

November 8, 2019

Mark A. McClardy
Federal Aviation Administration
777 S. Aviation Blvd. Suite 150
El Segundo, CA 90245

Dear Mr. McClardy:

Thank you for your letter of October 18, 2019 to County of Santa Clara Board of Supervisors President Simitian regarding Reid-Hillview Airport (RHV) and related issues. This letter provides the County's initial response to the issues raised in your correspondence.

In order to ensure that the FAA has a clear understanding of the County's recent actions regarding Reid-Hillview Airport, the County believes it is important to understand what the Board of Supervisors did and did *not* decide last December. On December 4, 2018 the Board of Supervisors considered recommendations from the administration regarding an update to the Business Plans for the County Airports which include RHV and San Martin airports. The manager and assistant manager of the FAA's San Francisco Airport District Office were in attendance and provided testimony during the public comment portion of the hearing. At the conclusion of the hearing the Board of Supervisors approved a motion to direct the administration to perform eleven distinct items of work. Attached are official minutes from the meeting as well as a summary of the eleven items in the motion.

As indicated, the motion did not contain any direction to close RHV and replace it with affordable housing. Instead the Board directed the administration to evaluate key issues to better inform the Board and the community about the impact of the existing airport on its neighbors, the possible uses of the land if the airport were to close, implications for San Martin Airport, and direction to pursue property releases for airport parcels not needed for aviation purposes. The Board specifically adopted a policy statement that the County would not apply for Airport Improvement Program (AIP) grants for RHV and directed the administration to apply for AIP grants at San Martin. As you can see, there is a great deal of study and public discourse that will have to occur before any decision is made regarding the future of RHV.

Your letter also references improvements that the FAA believes would be necessary at San Martin Airport should RHV close. The County is aware of the capacity and constraints at San

Martin and believes that a discussion on the impacts to San Martin should RHV close are premature at this time. Significant study of the surrounding airports' aviation capacity would be necessary for the BOS to consider alternative uses at RHV.

Your letter goes on to describes the airfield conditions at RHV and asserts some perceived discrepancies with FAA and Caltrans standards. At the outset, the FAA should be aware that the County is cognizant of the signage issues identified in your letter. It is important to understand, however that when RHV was constructed, the design standards were considerably different than they are today. As a result, at RHV, the distances between runways and taxiways and the size of the Runway Safety Area (RSA) do not meet current FAA standards and are unlikely to change. This results in many challenges when attempting to apply current signage standards to a non-standard airport. Older airports often do not meet current design standards in a number of respects and yet are considered safe.

Further, the County does not agree with the FAA's characterization of the RHV runway condition as poor. In fact the County has invested significant capital in the airfield surfaces recently through a repaving and marking project that was completed in early 2019. The citation of runway incursion increases in your letter does not indicate a correlation to signage and marking issues raised in your letter. The County would welcome an open exchange of information so that we can better understand your concerns.

As detailed below, the County has acted over the years to address signage issues to assure that pilots can navigate across the airfield considering the limitations imposed by the physical layout and geometry of the airfield and the actual sightlines pilots experience.

Most of the signage at RHV was previously approved by the FAA and included in federally funded Airport Capital Improvement Program (ACIP) grants.

The County is very mindful of the desire of the FAA to standardize the pilot's experience at airports nationwide and believes that is a worthwhile endeavor, however given the multitude of different airport sizes and configurations across the country a one size fits all approach is not feasible. With that said, the County will continue to work on these concerns as resources allow.

With those general comments, below are responses to the specific signage issues raised in your letter.

Comments from FAA site visit of August 16, 2019

1. *Non-standard exit signs at the southeast end of Runway 13L-31R* - These signs were installed as part of an FAA approved Airport Capital Improvement Program (ACIP) 3-06-0225-10 and partially paid for and approved by the FAA. At the time of installation, the sign was approved by the FAA.
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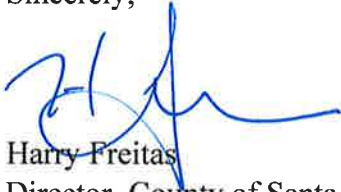
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We appreciate the opportunity to continue to work with the FAA on issues regarding the County's airports. Should you have any questions, please call me at 408-573-2438.

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Sincerely,



Harry Freitas

Director, County of Santa Clara Roads & Airports Department

Enclosures:

1. Meeting Minutes;
2. Summary of Actions at December 2018 BOS Meeting

Cc: Supervisor Mike Wasserman, District 1, County of Santa Clara
Supervisor Cindy Chavez, District 2, County of Santa Clara
Supervisor Dave Cortese, District 3, County of Santa Clara
Supervisor Susan Ellenberg, District 4, County of Santa Clara
Supervisor S. Joseph Simitian, District 5, County of Santa Clara
John Carr, Airports Commission, County of Santa Clara
John Aitken, Director, Norman Y. Mineta San Jose International Airport
Raquel Girvin, FAA Regional Administrator
Tony DiBernardo, FAA Air Traffic Organization (ATO)
Joe Santoro, Runway Safety Program Manager, FAA Air Traffic Organization (ATO)
Laurie Suttmeier, Manager, San Francisco ADO, FAA Office of Airports
Amy Choi, Division Chief, Caltrans Division of Aeronautics

17 RESULT: APPROVED [UNANIMOUS]
MOVER: Cindy Chavez, Vice President
SECONDER: Dave Cortese, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

18. Held from November 20, 2018 (Item No. 23): Consider recommendations relating to bids for Capital Project 263-CP19003 "Relocate 2nd Floor Dental Suite at Main Jail North." (Facilities and Fleet Department) (ID# 93983)

Possible action:

- a. Award contract to Agbayani Construction Corporation in the amount of \$709,000 with a construction time of 160 working days.
- b. Approve encumbrance of additional \$100,000 as Supplemental Work Allowance for a total encumbered amount of \$809,000.
- c. Authorize County Executive, or designee, to issue Change Orders, as necessary, against the allowance for Supplemental Work and to approve modifications to the construction time consistent with Public Contract Code Section 20142.
- d. Ratify Addendum to Bid Documents Nos. 1 through 3 which modified or clarified the Bid Documents in response to contractor questions.

Added to the Consent Calendar at the request of Supervisor Wasserman.

18 RESULT: APPROVED [UNANIMOUS]
MOVER: Cindy Chavez, Vice President
SECONDER: Dave Cortese, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

Time Certain - Airports Business Plan - To Be Heard No Earlier Than 1:00 p.m.

19. Under advisement from the December 12, 2017 Board meeting (Item No.21): Receive report from the Roads and Airports Department relating to the Airports Business Plan Update. (ID# 93897)

Taken out of order after Item No. 22.

Seventy-two individuals addressed the Board.

On motion of Vice President Chavez, seconded by Supervisor Cortese, the Board approved a policy statement that the County will not apply for Airport Improvement Program grants for Reid-Hillview Airport and will make General Fund-funded improvements necessary to safely operate Reid-Hillview; and, directed Administration or its designee to accept \$1 million in Federal Aviation Administration (FAA) entitlement funding related to the airfield repaving project at the San Martin Airport to help pay down the outstanding General Fund loan, to apply for property releases at Reid-Hillview Airport from the FAA consistent with the Business Plan Update, to invite

the City of San Jose to engage in a joint planning process within the next two years relating to use of the Reid-Hillview and Eastridge areas, including possible alternative uses after 2031, to develop a plan, including a transparent community engagement process that includes, but is not limited to, engaging the City of San Jose, to consolidate the County's aviation uses at San Martin Airport based on the Housing, Land Use, Environment, and Transportation Committee's Option 3 identified in staff's presentation, to develop a plan to implement improvements necessary to ensure adequate traffic flow and safety on East San Martin Avenue, Highway 101, and adjacent roadways, to establish a Capital Plan to implement improvements at the San Martin Airport, including both General Fund-funded and FAA-funded improvements, to report to the Board with a recommended plan to analyze and address any concerns regarding airborne lead and associated concerns, to engage San Jose State University relating to negotiations for possible accommodation at the San Martin Airport, to engage Office of Emergency Services partners relating to consideration of capacity for emergency and disaster response should a change of use occur at Reid-Hillview Airport, and to engage the aviation community in determining the feasibility of allowing only non-lead aviation fuel at the Reid-Hillview and San Martin Airports.

19 RESULT: APPROVED AS AMENDED [3 TO 2]
MOVER: Cindy Chavez, Vice President
SECONDER: Dave Cortese, Supervisor
AYES: Chavez, Cortese, Yeager
NAYS: Wasserman, Simitian

Board Referrals

20. Approve referral to Santa Clara County Fire District and Administration to report to the Board of Supervisors no later than February 2019 relating to preparedness planning and County Fire needs given the ever-increasing threats of large-scale fire incidents in the County and throughout California. (Chavez) (ID# 94470)

Taken out of order after Item No. 9.

Approved as amended to direct Administration and the Administration of the Santa Clara County Central Fire Protection District to report to the Board in March or April 2019, at the request of Tony Bowden, Chief, Santa Clara County Fire Department, to ensure sufficient time to coordinate with the South Santa Clara County Fire District and California Department of Forestry and Fire Protection.

At the request of Supervisor Wasserman, the Board further directed Administration to involve the Roads and Airports Department in the assessment of resources.

20 RESULT: APPROVED AS AMENDED [UNANIMOUS]
MOVER: Cindy Chavez, Vice President
SECONDER: Ken Yeager, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

SCC Airports Business Plan Referral

At the request of Vice President Chavez, the Board approved:

1. A policy statement that the County will not apply for Airport Improvement Program grants for Reid-Hillview Airport and will make General Fund-funded improvements necessary to safely operate Reid-Hillview,
2. Directed Administration or its designee to accept \$1 million in Federal Aviation Administration (FAA) entitlement funding related to the airfield repaving project at the San Martin Airport to help pay down the outstanding General Fund loan
3. To apply for property releases at Reid-Hillview Airport from the FAA consistent with the Business Plan Update
4. To invite the City of San Jose to engage in a joint planning process within the next two years relating to use of the Reid-Hillview and Eastridge areas, including possible alternative uses after 2031
5. To develop a plan, including a transparent community engagement process that includes, but is not limit to, engaging the City of San Jose, to consolidate the County's aviation uses at San Martin Airport based on the Housing, Land Use, Environment, and Transportation Committee's Option 3 identified in staff's presentation
6. To develop a plan to implement improvements necessary to ensure adequate traffic flow and safety on East San Martin Avenue, Highway 101, and adjacent roadways
7. To establish a Capital Plan to implement improvements at the San Martin Airport, including both General Fund-funded and FAA-funded improvements
8. To report to the Board with a recommended plan to analyze and address any concerns regarding airborne lead and associated concerns

9. To engage San Jose State University relating to negotiations for possible accommodation at the San Martin Airport
10. To engage Office of Emergency Services partners relating to consideration of capacity for emergency and disaster response should a change of use occur at Reid-Hillview Airport
11. And to engage the aviation community in determining the feasibility of allowing only non-lead aviation fuel at the Reid-Hillview and San Martin Airports.

County of Santa Clara
Roads and Airports Department



101 Skyport Drive
San Jose, California 95110-1302
1-408-573-2400

October 1, 2021

SENT VIA EMAIL

Mark A. McClardy
Director, Airports Division
Western Pacific Region
Federal Aviation Administration
777 S. Aviation Boulevard
Suite 150
El Segundo, CA 92045

Dear Mr. McClardy:

Thank you for your letter of September 14, 2021. Although your letter references Federal Aviation Administration (FAA) letters to the County dated January 14, 2021 and February 19, 2021, the issues raised in this correspondence have been the subject of ongoing discussion between the FAA and the County for the past several years. For example, on November 8, 2019, the County provided a comprehensive response to you regarding many of the purported safety concerns that the FAA continues to raise. A copy of the November 8, 2019 letter to you is attached to this letter for your reference. This letter will update our previous correspondence on the various issues raised in your September 14, 2021 and related correspondence.

Board of Supervisors Actions on August 17, 2021

Your September 14, 2021 letter states; “In addition, we understand that on August 17, 2021, the BOS voted to seek closure prior to 2031.” While early closure is one option the Board directed administration to explore, it took far broader action to understand and mitigate the extent of the childhood lead poisoning crisis caused by leaded avgas in the communities surrounding the airport. On August 17, 2021, the Board’s main actions are summarized as follows.¹

- First, the Board accepted a peer-reviewed airborne lead study by leading experts that concluded that lead emissions from operations at Reid-Hillview Airport (“RHV”) have resulted in a statistically significant increase in blood-lead levels in children living near RHV. The study examined over 300,000 blood lead test results collected by the California Department of Public Health (“CDPH”) over a 10-year period. The extensive data the study analyzed allowed for it to control for variables such as other sources of

¹ The Summary of Proceedings of the relevant Board actions on August 17, 2021 is attached for reference.



exposure to lead and demographic factors. The study found higher blood lead levels in children living near RHV based on a variety of metrics.²

- Second, based upon the significant and acute public health concerns raised by the results of the Reid-Hillview Airborne Lead Study, the Board directed:

Administration and County Counsel to take such actions as may be necessary to expeditiously eliminate lead exposure from operations at Reid-Hillview Airport, consistent with all established federal, state, and local laws and all court orders. Such actions may include, but are not limited to, both prohibiting the sale or use of leaded fuel, and pursuing any and all available paths to early closure prior to 2031.

- Third, the Board received a report regarding the development of a community participation framework for stakeholder engagement regarding potential land use changes at RHV.

Your reference to the Board's action on August 17, 2021 does not mention the results of the lead study and the significant public health concerns caused by airborne lead by general aviation airports. For decades, it has been widely known that airborne lead from aviation gas represents the largest source of airborne lead remaining in the United States after the phase out of leaded automobile fuel. The Board's actions on August 17, 2021 were intended to protect Santa Clara County residents from a significant public health and safety threat. The Board authorized all lawful means to mitigate that threat. This includes consideration of all options, including eliminating leaded fuel at the airport and possible closure, subject to applicable legal requirements. County staff intends to evaluate and implement the direction provided by the Board.

RHV Safety Issues

Your letter references a February 19, 2021 letter from Kevin C. Willis, Director, FAA Office of Airport Compliance, regarding safety conditions at RHV. Mr. Willis' letter raises numerous issues not related to airport operations and related safety and compliance concerns and contains many unsupported assertions. As stated above, many of the issues raised were responded to in the County's November 8, 2019 letter to you.

With respect to your letter's discussion of the Runway Safety Action Team meeting of March 10, 2020, the County respectfully disagrees with your letter's conclusions. Contrary to the assertions in your letter, the County **did not** refuse to enact procedures at the airport. The RSAT did not positively identify a correlation between runway incursions at RHV and airfield condition. Instead, the RSAT team **speculated** about various theories that could explain incursion patterns. There was a discussion of the various theories provided by individual

² A full copy of the study is available at <https://news.sccgov.org/sites/g/files/exjcpb956/files/documents/RHV-Airborne-Lead-Study-Report.pdf>

members of the team, followed by corresponding discussion on mitigation measures for the theories. However, given the lack of consensus that the cause of the incursions could be corrected by physical changes to the airfield, **the RSAT team and the County did not propose changing the physical conditions at RHV because there was no consensus and thus no clear mandate that the County take action.**

As we have stated previously, the issues repeatedly identified in the FAA letter of February 19, 2021 as “safety” concerns are, in fact, compliance issues arising from changes in advisory documents related to lighting and signage at airports. It is well understood that the FAA frequently updates guiding documentation, such as Advisory Circular 150/5340-30 with the expectation that affected airports will update their lighting and signage as part of a workplan when funding becomes available. Consistent with this approach, the County has allocated funding for a project to update the signage at Reid-Hillview to ensure it meets current FAA guidelines. The County has authorized final design be completed by Kimley-Horn, our engineering consultant, and the Board of Supervisors has allocated funding for construction. The project could be completed as soon as summer of 2022.

Property Release Requests

Your letter references a letter from Laurie J. Suttmeier dated January 14, 2021 relating to pending property release requests at RHV. Again, as acknowledged by Ms. Suttmeier, these requests have been the subject of significant correspondence and discussions between the County and the FAA over the past few years. The currently pending property release applications include the following:

1. Property release request on behalf of the Santa Clara Valley Transportation Authority (VTA) at the northwest corner of Capitol Expressway and Tully Road. This property is requested for release to the VTA to provide right-of-way for a new aerial light rail project under development. The alignment of the track structure requires a sliver taken at the subject location.
2. Property release request for the northwest corner of Capitol Expressway and Tully Road to be used by the County for non-aeronautical uses as designated on the FAA approved Airport Layout Plan for Reid-Hillview Airport dated September 11, 2008.
3. Property release requests for the Solar Arrays at RHV and San Martin Airport.

With respect to the Capitol Expressway/Tully Road application, Ms. Suttmeier notes that the FAA is considering the County’s request that dates from 2015. The County notes that FAA has an obligation to process the County’s requests in a reasonable timeframe. In carefully evaluating your letter, the County concludes that there may be confusion regarding the location of the properties in question. None of the land uses discussed in your letter are located on the Capitol Expressway /Tully Parcel. We have attached two exhibits to clarify the locations and boundaries of the properties in question.

The FAA’s letters appear to take the position that compliance issues involving unrelated County property authorizes the FAA to withhold indefinitely any action regarding the County’s

requests for the property releases. There is no legitimate justification for that position. In any event, the County provides the following updates regarding the land uses mentioned in Ms. Suttmeier's letter.

With respect to the **little league fields**, the County can document that the baseball fields have been on-site for over 50 years. In light of the results of the RHV Airborne Lead Study, the County has started the process to relocate the little league fields to a safer location to protect youth participants from lead-related exposure, and the little league is aware of this intended action.

With respect to **seasonal sales**, all temporary seasonal and holiday sales on the parcel at the south-east corner of the airport adjacent to the intersection of Tully Road and Capitol Expressway have been permanently halted to avoid lead-related exposure. With respect to the **solar arrays**, the County respectfully requests actions on its pending Property Release requests.

Thank you for the opportunity to respond to your letter. As always, we would be happy to meet with you and your staff and provide any additional information that you may require.

Best Wishes,

DocuSigned by:



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Harry Freitas

Director, Roads and Airports Department

Attachment: November 8, 2019 Letter from H. Freitas to M. McClardy
Excerpt of Summary of Proceedings of Board of Supervisors for August 17, 2021
Map Showing Location of Parcels Seeking Property Releases

c: County of Santa Clara Board of Supervisors
Jeffrey V. Smith, MD, JD County Executive
James R. Williams, County Counsel
Sylvia Gallegos, Deputy County Executive
Eric Peterson, Airports Manager
Laurie Suttmeier, Manager, San Francisco Airports District Office (Sent via Email)
Kevin C. Willis, Director, FAA Office of Airport Compliance and Management Analysis

County of Santa Clara
Roads and Airports Department



101 Skyport Drive
San Jose, California 95110-1302
1-408-573-2400

November 8, 2019

Mark A. McClardy
Federal Aviation Administration
777 S. Aviation Blvd. Suite 150
El Segundo, CA 90245

Dear Mr. McClardy:

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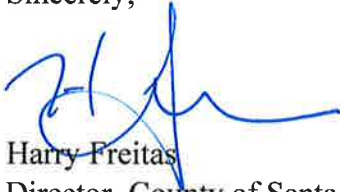
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We appreciate the opportunity to continue to work with the FAA on issues regarding the County's airports. Should you have any questions, please call me at 408-573-2438.

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Sincerely,



Harry Freitas

Director, County of Santa Clara Roads & Airports Department

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- d. Ratify Addendum to Bid Documents Nos. 1 through 3 which modified or clarified the Bid Documents in response to contractor questions.

Added to the Consent Calendar at the request of Supervisor Wasserman.

18 RESULT: APPROVED [UNANIMOUS]
MOVER: Cindy Chavez, Vice President
SECONDER: Dave Cortese, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

Time Certain - Airports Business Plan - To Be Heard No Earlier Than 1:00 p.m.

19. Under advisement from the December 12, 2017 Board meeting (Item No.21): Receive report from the Roads and Airports Department relating to the Airports Business Plan Update. (ID# 93897)

Taken out of order after Item No. 22.

Seventy-two individuals addressed the Board.

On motion of Vice President Chavez, seconded by Supervisor Cortese, the Board approved a policy statement that the County will not apply for Airport Improvement Program grants for Reid-Hillview Airport and will make General Fund-funded improvements necessary to safely operate Reid-Hillview; and, directed Administration or its designee to accept \$1 million in Federal Aviation Administration (FAA) entitlement funding related to the airfield repaving project at the San Martin Airport to help pay down the outstanding General Fund loan, to apply for property releases at Reid-Hillview Airport from the FAA consistent with the Business Plan Update, to invite

the City of San Jose to engage in a joint planning process within the next two years relating to use of the Reid-Hillview and Eastridge areas, including possible alternative uses after 2031, to develop a plan, including a transparent community engagement process that includes, but is not limited to, engaging the City of San Jose, to consolidate the County's aviation uses at San Martin Airport based on the Housing, Land Use, Environment, and Transportation Committee's Option 3 identified in staff's presentation, to develop a plan to implement improvements necessary to ensure adequate traffic flow and safety on East San Martin Avenue, Highway 101, and adjacent roadways, to establish a Capital Plan to implement improvements at the San Martin Airport, including both General Fund-funded and FAA-funded improvements, to report to the Board with a recommended plan to analyze and address any concerns regarding airborne lead and associated concerns, to engage San Jose State University relating to negotiations for possible accommodation at the San Martin Airport, to engage Office of Emergency Services partners relating to consideration of capacity for emergency and disaster response should a change of use occur at Reid-Hillview Airport, and to engage the aviation community in determining the feasibility of allowing only non-lead aviation fuel at the Reid-Hillview and San Martin Airports.

19 RESULT: APPROVED AS AMENDED [3 TO 2]
MOVER: Cindy Chavez, Vice President
SECONDER: Dave Cortese, Supervisor
AYES: Chavez, Cortese, Yeager
NAYS: Wasserman, Simitian

Board Referrals

20. Approve referral to Santa Clara County Fire District and Administration to report to the Board of Supervisors no later than February 2019 relating to preparedness planning and County Fire needs given the ever-increasing threats of large-scale fire incidents in the County and throughout California. (Chavez) (ID# 94470)

Taken out of order after Item No. 9.

Approved as amended to direct Administration and the Administration of the Santa Clara County Central Fire Protection District to report to the Board in March or April 2019, at the request of Tony Bowden, Chief, Santa Clara County Fire Department, to ensure sufficient time to coordinate with the South Santa Clara County Fire District and California Department of Forestry and Fire Protection.

At the request of Supervisor Wasserman, the Board further directed Administration to involve the Roads and Airports Department in the assessment of resources.

20 RESULT: APPROVED AS AMENDED [UNANIMOUS]
MOVER: Cindy Chavez, Vice President
SECONDER: Ken Yeager, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

SCC Airports Business Plan Referral

At the request of Vice President Chavez, the Board approved:

1. A policy statement that the County will not apply for Airport Improvement Program grants for Reid-Hillview Airport and will make General Fund-funded improvements necessary to safely operate Reid-Hillview,
2. Directed Administration or its designee to accept \$1 million in Federal Aviation Administration (FAA) entitlement funding related to the airfield repaving project at the San Martin Airport to help pay down the outstanding General Fund loan
3. To apply for property releases at Reid-Hillview Airport from the FAA consistent with the Business Plan Update
4. To invite the City of San Jose to engage in a joint planning process within the next two years relating to use of the Reid-Hillview and Eastridge areas, including possible alternative uses after 2031
5. To develop a plan, including a transparent community engagement process that includes, but is not limit to, engaging the City of San Jose, to consolidate the County's aviation uses at San Martin Airport based on the Housing, Land Use, Environment, and Transportation Committee's Option 3 identified in staff's presentation
6. To develop a plan to implement improvements necessary to ensure adequate traffic flow and safety on East San Martin Avenue, Highway 101, and adjacent roadways
7. To establish a Capital Plan to implement improvements at the San Martin Airport, including both General Fund-funded and FAA-funded improvements
8. To report to the Board with a recommended plan to analyze and address any concerns regarding airborne lead and associated concerns

9. To engage San Jose State University relating to negotiations for possible accommodation at the San Martin Airport
10. To engage Office of Emergency Services partners relating to consideration of capacity for emergency and disaster response should a change of use occur at Reid-Hillview Airport
11. And to engage the aviation community in determining the feasibility of allowing only non-lead aviation fuel at the Reid-Hillview and San Martin Airports.

Time Certain - To Be Heard No Earlier Than 6:00 p.m.**36. Under advisement from December 4, 2018 (Item No. 19), November 17, 2020 (Item Nos. 12-15), and April 20, 2021 (Item No. 9): Consider recommendations relating to an Airborne Lead Study of Reid-Hillview Airport. (ID# 103282)**

Possible action:

- a. Receive report from the Office of the County Executive relating to the Leaded Aviation Gasoline Exposure Risk at Reid-Hillview Airport in Santa Clara County, California Study.
- b. Approve funding in the amount of \$90,000 for publication of the Study in a peer-reviewed scientific journal.
- c. Direct County Counsel to submit or join a Petition for Rulemaking to the U.S. Environmental Protection Agency under the authority granted by the Administrative Procedure Act, 5 U.S.C. section 553 to make a finding that lead emissions from general aviation aircraft endanger public health and welfare and issue proposed emission standards for lead from general aviation aircraft under Section 231(a)(2)(A) of the Clean Air Act.
- d. Direct Administration to continue working on securing unleaded aviation gasoline for the County Airports System.
- e. Direct Administration to discuss with California Department of Public Health (CDPH) and Mountain Data Group their interest in and the feasibility of undertaking a broader study of airborne lead emissions at general aviation airports with jurisdictions expressing a desire to participate in a study.

President Wasserman reconvened the meeting at 6:02 p.m. with all members present.

Considered concurrently with Item Nos. 37, 38, and 126.

Two hundred nine individuals addressed the Board.

At the request of Supervisor Chavez, the Board directed Administration to offer technical assistance and expertise to other local jurisdictions considering a similar airborne lead emission study.

At the request of Supervisor Chavez, the Board directed Administration to prepare and implement a robust culturally and linguistically appropriate community education and awareness campaign to educate parents, families, schools, and all sensitive receptors relating to health risks, available medical services, and next steps given the results of the airborne lead study.

At the request of Supervisor Chavez, the Board directed Administration to amend and update all of the County Health Assessments to include the epidemiology of the airborne lead study.

At the request of Supervisor Chavez, the Board directed Administration to recommend actions around anti-displacement policies, public safety and disaster response, and community recreation, including Eastridge Little League baseball, throughout the Reid-Hillview Vision Plan process.

At the request of Supervisors Chavez and Simitian, the Board directed Administration to continue the already approved engagement process with the San Martin community and communities surrounding Moffett Field, Mineta San Jose International, and Palo Alto airports communities.

At the request of Supervisor Chavez, the Board directed Administration to begin testing the lead levels of children incarcerated in juvenile hall.

At the request of Supervisor Ellenberg, the Board directed Administration to report to the Board on date uncertain relating to child lead screening and prevention activities in the County, including any current or potential funding sources available for community remediation efforts.

At the request of Supervisor Lee, the Board directed Administration to report to the Board on date uncertain with a displacement plan for those impacted by the closure of Reid-Hillview Airport, including a comprehensive study relating to minimizing the impact on San Martin Airport and the surrounding area.

The Board received the report from the Office of the County Executive relating to the Leaded Aviation Gasoline Exposure Risk at Reid-Hillview Airport in Santa Clara County, California Study.

The Board approved funding in the amount of \$90,000 for publication of the Study in a peer-reviewed scientific journal.

The Board directed County Counsel to submit or join a Petition for Rulemaking to the United States Environmental Protection Agency under the authority granted by the Administrative Procedure Act, 5 U.S.C. Section 553, to make a finding that lead emissions from general aviation aircraft endanger public health and welfare and issue proposed emission standards for lead from general aviation aircraft under Section 231(a)(2)(A) of the Clean Air Act.

The Board directed Administration to continue working on securing unleaded aviation gasoline for the County Airports System; and, at the request of President Wasserman, the Board further directed Administration and County Counsel to collaborate with the private sector and Reid-Hillview Airport Fixed Base Operators responsible for the recent delivery of lead free gas to Reid-Hillview Airport, and take all actions necessary to transition to carrying only lead free gas at both County airports as soon as possible with the understanding that the sales of leaded gas will not be permitted at either County airport after December 31, 2021 except for emergency operations.

The Board directed Administration to discuss with CDPH and Mountain Data Group their interest in and the feasibility of undertaking a broader study of airborne lead emissions at general aviation airports with jurisdictions expressing a desire to participate in a study.

A verbatim transcript of Item Nos. 36, 37, 38 and 126 is attached to these minutes as Appendix A, and is hereby incorporated into the minutes.

36 RESULT: APPROVED AS AMENDED [UNANIMOUS]

MOVER: Cindy Chavez, Supervisor

SECONDER: Susan Ellenberg, Vice President

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

37. Direct Administration and County Counsel to take all necessary actions, including closure, to immediately prevent lead contamination from operations at Reid-Hillview Airport. (ID# 107018)

Considered concurrently with Item Nos. 36, 38, and 126.

Approved as amended to direct Administration and County Counsel to take such actions as may be necessary to expeditiously eliminate lead exposure from operations at Reid-Hillview Airport, consistent with all established federal, state, and local laws and all court orders. Such actions may include, but are not limited to, both prohibiting the sale or use of leaded fuel, and pursuing any and all available paths to early closure prior to 2031.

37 RESULT: APPROVED AS AMENDED [UNANIMOUS]

MOVER: Cindy Chavez, Supervisor

SECONDER: Susan Ellenberg, Vice President

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

38. Under advisement from November 17, 2020 (Item No. 12): Receive report from the Facilities and Fleet Department and the Roads and Airports Department relating to the development of a community participation framework for collaborative and transparent stakeholder engagement regarding potential land use changes at the Reid-Hillview Airport site. (ID# 104882)

Considered concurrently with Item Nos. 36, 37 and 126.

38 RESULT: RECEIVED [UNANIMOUS]

MOVER: Cindy Chavez, Supervisor

SECONDER: Susan Ellenberg, Vice President

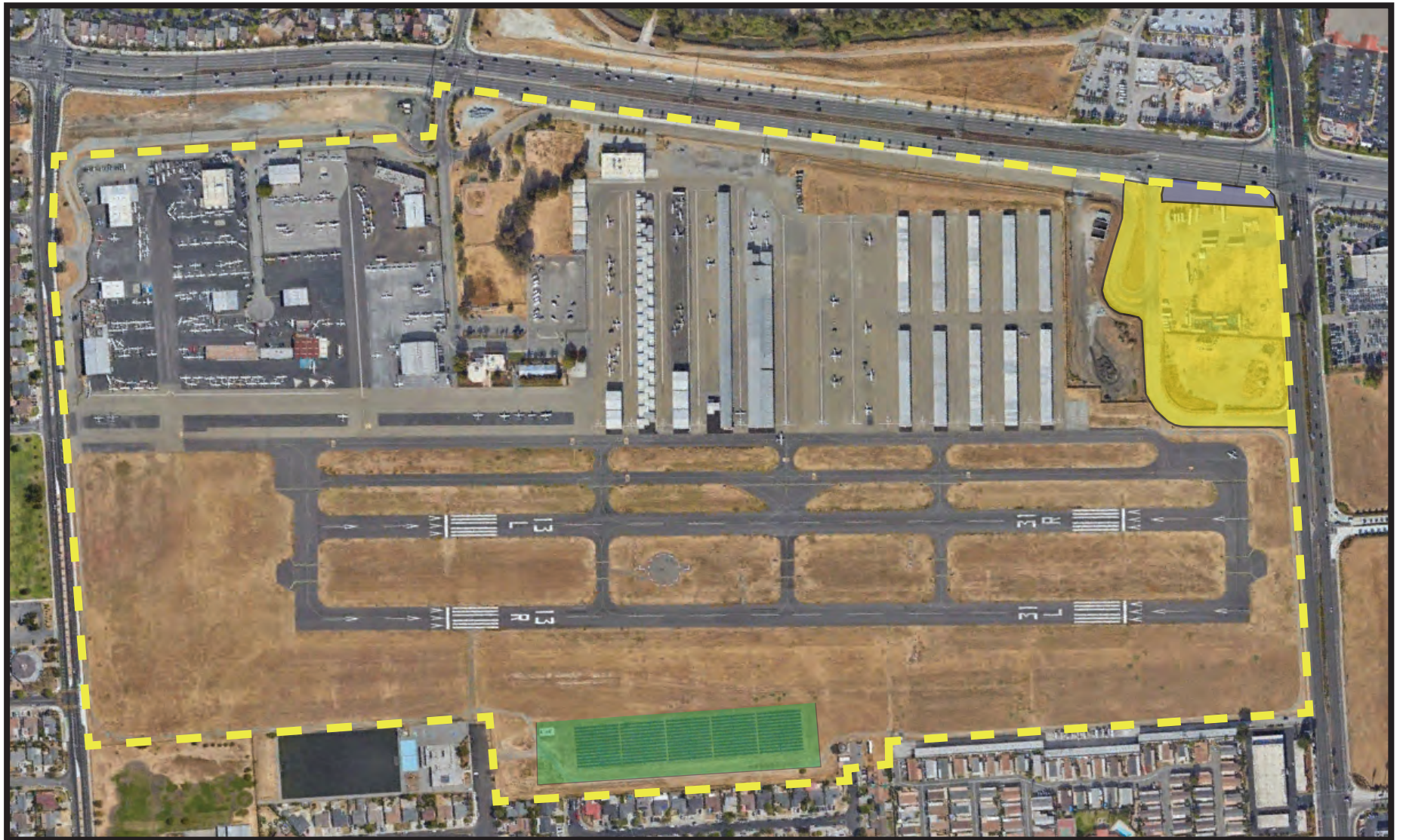
AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

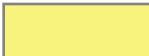



39. Consider items previously removed from the Consent Calendar.

The Clerk noted for the record that Item No. 39 was incorrectly placed under Time Certain - To Be Heard No Earlier Than 6:00 p.m.

Reid-Hillview Airport

Property Release Requests



	Corner Parcel
	VTA Lightrail Parcel
	Solar Panel Parcel
	Airport Property Boundary