BOARD OF SUPERVISORS – COUNTY OF MARIPOSA

RESOLUTION NO. 72-32

WHEREAS, The Federal Aviation Administration has prepared an Amendment to the Grant Offer for Project No. 7-06-0147-01, and

WHEREAS, The County of Mariposa desires to accept said Amendment, which is attached hereto and made a part of this Resolution,

NOW THEREFORE BE IT RESOLVED and it is so ordered, that the County of Mariposa accept said Amendment, and the Chairman of the Board of Supervisors be authorized to sign, and the Clerk of the Board to attest the Amendment on behalf of the County of Mariposa.

PASSED AND ADOPTED this 5th day of September, 1972 by the following vote:

AYES: Davis, Hurlbert, Long, Moffitt, Richardson

NOES: None

ABSENT: None

NOT VOTING: None

Chairman of the Board

ATTEST:

Ellen Bronson
Acting County Clerk and Acting Ex-officio Clerk of the Board of Supervisors.

By Deputy Clerk
UNIVERSAL STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

AMENDMENT NO. 1 TO GRANT AGREEMENT FOR PROJECT NO. 7-06-0167-01

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA"), acting for and on behalf of the United States of America, and the County of Mariposa, California (hereinafter referred to as the "Sponsor"), on 20 June 1972 entered into a Grant Agreement relating to the above numbered project; and

WHEREAS, the FAA has determined that, in the interest of the United States, the said Grant Agreement should be amended to revise the dimensions and location of the access road to be constructed under the project and to change the maximum obligation of the United States accordingly.

NOW THEREFORE, WITNESSETH;

That in consideration of the benefits to accrue to the parties hereto, the FAA, acting for and on behalf of the United States of America, on the one part, and the Sponsor, on the other part, do hereby mutually agree that said Grant Agreement be and hereby is amended in the following particulars but in no others.

1. The airport development, as described on Page 1 of the Grant Agreement, is hereby amended to read as follows:

   Land, airport development, Parcels 1-A and 1-E (approx. 24.91 acres), clear zone, Parcels 1-E and 1-F (approx. 7.06 acres).

Site preparation including obstruction removal; construct and mark Runway 8/26 (50' x 3300') including turnaround pads; construct aircraft parking apron (approx. 96,720 S.F.); construct and mark connecting taxiway (approx. 30' x 210'); construct access road (26' x approx. 700'); relocate CTA road (approx. 20' x 2240') including right-of-way acquisition (Parcel 2-A, approx. 4.80 acres) and construction of one cattle guard; construct airport boundary fence (approx. 5100 LF).
2. 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 is hereby increased from $290,256.00 to $306,119.00.

3. The following Condition 18 is hereby added to page 7 of the Grant Agreement under terms and conditions:

18. 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 the construction of the access road (24' x approx. 700') 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 the land upon which said access road is to be constructed 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.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the 5th day of September, 1972.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN REGION

By

Title, Chief, Airport District Office, EPA-600

THE COUNTY OF MARIPOSA, CALIFORNIA

By

Title, Chairman of the Board of Supervisors

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Richard S. Gimbling, acting as Attorney for the County of Mariposa, California, (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 Mariposa, this 5th day of September, 1972.

[Signature]

Title    District Attorney
WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA"), acting for and on behalf of the United States of America, and the County of Mariposa, California (hereinafter referred to as the "Sponsor"), on 20 June 1972 entered into a Grant Agreement relating to the above numbered project; and

WHEREAS, the FAA has determined that, in the interest of the United States, the said Grant Agreement should be amended to revise the dimensions and location of the access road to be constructed under the project and to change the maximum obligation of the United States accordingly.

NOW THEREFORE, WITNESSETH;

That in consideration of the benefits to accrue to the parties hereto, the FAA, acting for and on behalf of the United States of America, on the one part, and the Sponsor, on the other part, do hereby mutually agree that said Grant Agreement be and hereby is amended in the following particulars but in no others.

1. The airport development, as described on Page 1 of the Grant Agreement is hereby amended to read as follows:

Land, airport development, Parcels 1-A and 1-E (approx. 24.91 acres), clear zone, Parcels 1-E and 1-F (approx. 7.06 acres).

Site preparation including obstruction removal; construct and mark Runway 8/26 (50' x 3300') including turnaround pads; construct aircraft parking apron (approx. 96,720 S.F.); construct and mark connecting taxiway (approx. 30' x 210'); construct access road (24' x approx. 700'); relocate CYA road (approx. 20' x 2240') including right-of-way acquisition (Parcel 2-A, approx. 4.80 acres) and construction of one cattle guard; construct airport boundary fence (approx. 5100 LF).
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______________________________