



## Brownfields State Response Grant (SRG) Application

Arizona Department of Environmental Quality  
Federal Programs (Brownfields), Sixth Floor  
1110 W. Washington St., Phoenix, AZ 85007

The application and information obtained during any investigation conducted by ADEQ is considered a public record.

Preliminary Eligibility Criteria (Choose either Yes or No)	YES	NO
1) Is the Applicant a government entity or non-profit organization?		
2) Is the Applicant the owner of the property? (Required for a clean-up grant)		
3) Is the Applicant planning to purchase the property?		
4) Is the Applicant a private entity?		
5) Is the suspected or known contaminant a petroleum product?		
6) Is the suspected or known contaminant a hazardous substance?		
7) Is the property mine-scarred land?		
8) Is the site located in a CERCLA (Superfund) or WQARF area?		
9) Is an Arizona Smart Growth card filed? (Give the entity name, if applicable)		

Please list suspected or known contaminants of concern on the property:

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Please contact Brownfields Program staff for assistance before completing your application:

Travis Barnum, Brownfields Coordinator  
Waste Programs Division  
Arizona Department of Environmental Quality  
1110 W. Washington Street, 6<sup>th</sup> Floor, Phoenix, AZ 85007  
Direct Line: 602-771-2296  
Email: [barnum.travis@azdeq.gov](mailto:barnum.travis@azdeq.gov)  
Toll free in AZ: 800-234-5677, Ext. 6027712296

<b>Applicant Name:</b>			
<b>Organization:</b>			
<b>Address:</b>			
<b>Phone:</b>		<b>Fax:</b>	
<b>Email:</b>			

### Proposed Site Information:

<b>Site Address:</b>	
<b>Current Zoning:</b>	
<b>Assessor's Parcel #:</b>	

### Current Owner Information (if different from applicant):

<b>Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	

### Project Information

Your grant application package must include the following information to assist ADEQ in determining the initial eligibility of your project for an environmental site assessment (ESA) or for a clean- up grant. Provide the following information in a typed narrative of no more than five pages.

- 1 Cover letter requesting SRG funding to perform a Phase I or Phase II ESA or clean-up activities.
- 2 Requested funding amount.
- 3 Description of how grant funding will be used (list properties to be included in the project).
- 4 General description of the property (current owner, location, acreage, and past, current and future use).
- 5 If applicable, list anticipated sources of funding to be used for purchasing and developing the site.
- 6 If possible, sources and amounts of funding already expended on the site.
7. If the applicant is to manage the project instead of ADEQ, include the name of the applicant's project. manager, title, address, and a brief description of their qualifications to manage the project.
8. If applicable, documentation of intent to purchase and develop the project site.
9. Identify any development activities within the area that may include the site or surrounding properties.
10. Documentation of site access to accomplish the on-site work.
11. Benefits of site re-development to the public.
12. Statement as to whether the site is located in WQARF or Superfund areas.
13. If a Phase II SA or clean-up is conducted, list past, current, and/or future community outreach activities involving the site.
14. Applicant's key contact person to receive site updates and correspondence from ADEQ.
15. Site parcel map.
16. ProcureAZ Vendor Number. \*If you need to register, please go to: <https://procure.az.gov.bso/>

Arizona Department of Environmental Quality  
Brownfields Program – Environmental Site Assessment  
Pinal County  
Pinal Airpark Project

Requested funding amount = given the number of buildings at the project site, the project is anticipated to use up to \$100,000 in Technical Assistance.

Pinal County is seeking funds to complete Phase I and II on structures located on the Pinal Airpark. There are 65 structures within the park. Due to the type of work performed at the airpark and the age of the facilities, the Airpark is perceived to have various contaminants including petroleum products, Asbestos, and Lead Paint substances. The structures to receive the assessment include base shops, warehouse, administration building, cafeteria, motel, residences, dormitories, offices, and fire station.

Pinal Airpark was built in 1942 as an Army Airfield and training base. The once-thriving airpark now serves as commercial aircraft storage, maintenance, repair, and overhaul facility. Adjoining the commercial side of the Airpark is the Arizona National Guard. The Airpark is accessible to the public and provides general aviation services as well as services for aircraft types up to a Boeing 747-8. Services include storage, aircraft maintenance, fueling, part-out/tear-down, repair, overhaul, office space, warehousing, classrooms, and lodging. The amenities located off the airstrip are not being used and are prime for redevelopment including residential and commercial spaces.

Pinal County owns and operates the Pinal Airpark located at 24641 East Pinal Airpark Road, Marana, Arizona 85653. The Airpark is located on the southern border of Pinal County and Pima County at Section 33 Township 10 South Range 10 East Pinal County Parcel Number 41008007G. The park is approximately 1,605 acres.

A Master Plan was completed in 2015 and is currently being updated. The plan identifies existing conditions, a forecast for future activity, requirements for the airfield, and financial feasibility analysis. The park has various aerospace opportunities for redevelopment.

Pinal County's Strategic Plan identified Economic Development and specifically the potential for development at the Pinal Airpark as a priority for the County. Thus funding will be allocated to the redevelopment of the property to include grant funds and general funds. Grant funds may include USDA Rural Development, Economic Development Administration, and Federal Aviation Administration funding.

Current redevelopment efforts at the airpark include rehabilitation of the runway, taxiway, lighting, navigation aids, and landing aids. Assessing and remediating hazards from the structures on the site will assist with the redevelopment efforts of the entire Airpark. Funding for the current efforts is through the Federal Aviation Administration and County general funds.

Pinal County project lead is the Airpark Manager, Jim Petty. Mr. Petty has managed various projects including construction throughout his time at the park.

Project Manager:

Jim Petty

Airpark Manager

31 North Pinal Street, Building A

Florence, Arizona 85132

[Jim.petty@pinal.gov](mailto:Jim.petty@pinal.gov)

(520) 866-6545

Once free from hazards, the Airpark will be redeveloped to include viable economic development activities, business expansion, and housing. These types of redevelopment will benefit the public through onsite employment opportunities and future development surrounding the facility.

Please see the attached Quit Claim Deed illustrating ownership of the property by Pinal County.

The site is not located within an existing WQARF or Superfund area. To date, there have been no community outreach activities outside the development of the 2015 Master Plan.

Key contact:

Jim Petty

Airpark Manager

31 North Pinal Street, Building A

Florence, Arizona 85132

[Jim.petty@pinal.gov](mailto:Jim.petty@pinal.gov)

(520) 866-6545

ProcureAZ Vendor Number – IV0000000795

Attachments:

1. Cover letter
2. Site maps.

Leo Lew  
Deputy County Manager

Himanshu Patel  
Deputy County Manager

Louis Andersen  
County Manager



# PINAL COUNTY

WIDE OPEN OPPORTUNITY

October 26, 2020

Arizona Department of Environmental Quality  
1110 West Washington Street  
Phoenix, Arizona 85007

Re: Brownfields Environmental Site Assessment Application

Pinal County is applying for Brownfields Environmental Site Assessment funding to perform a Phase I and II assessment of the Pinal Airpark to conduct a clean-up project in the coming cycles.

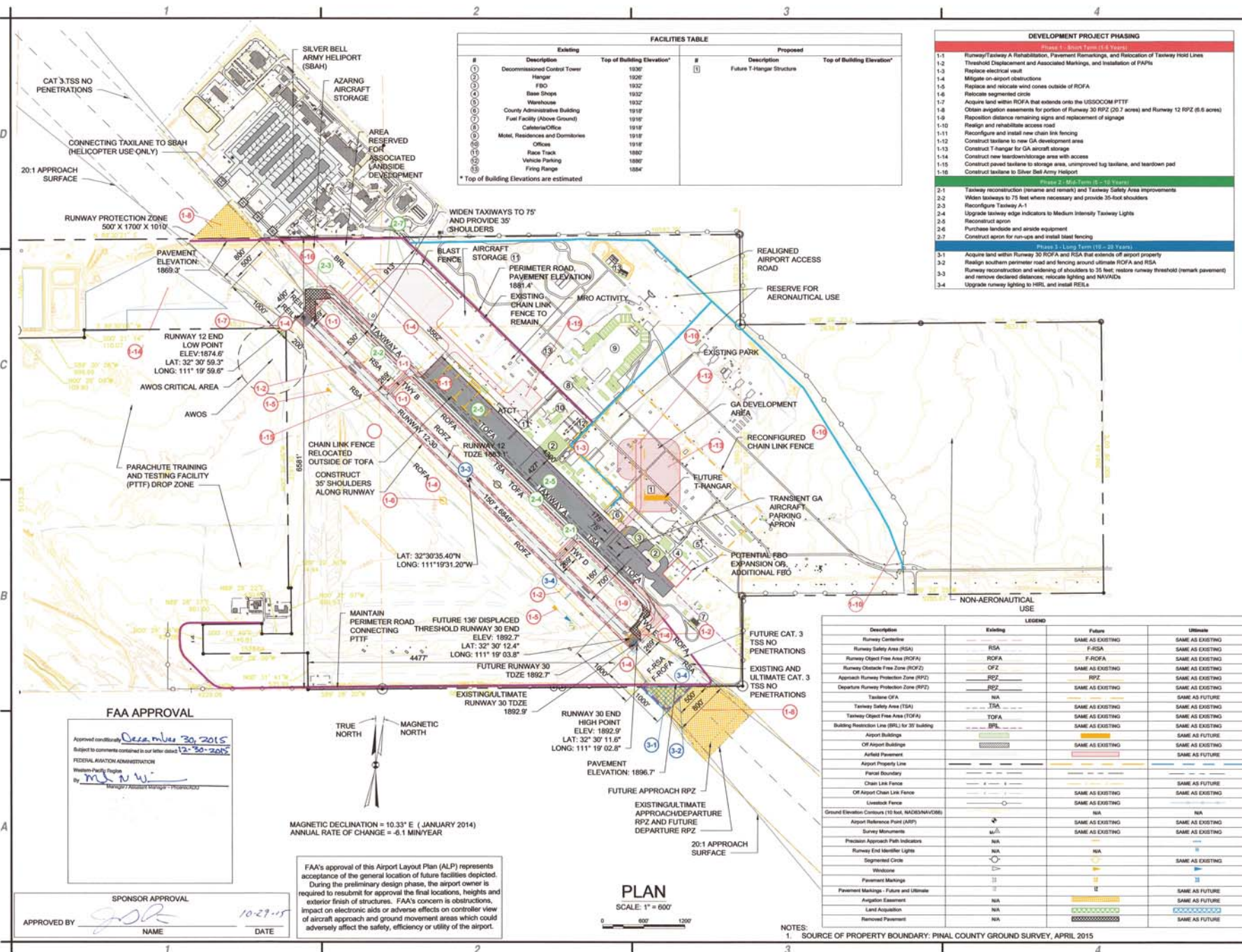
The Pinal Airpark has been identified by Pinal County and the Board of Supervisors as a prime location for redevelopment and economic development expansion. Their commitment towards this effort is reflected in the inclusion of the Airpark in future planning documents, strategic plans, and funding of revitalization efforts.

The Pinal County Board of Supervisors appreciates consideration of this proposal.

Sincerely,

Leo Lew  
Deputy County Manager





FACILITIES TABLE					
Existing			Proposed		
#	Description	Top of Building Elevation*	#	Description	Top of Building Elevation*
1	Decommissioned Control Tower	1936'	1	Future T-Hanger Structure	
2	Hanger	1936'			
3	FBO	1932'			
4	Base Shops	1932'			
5	Warehouse	1932'			
6	County Administration Building	1918'			
7	Fuel Facility (Above Ground)	1918'			
8	Cafeteria/Office	1918'			
9	Motel, Residences and Dormitories	1918'			
10	Office	1918'			
11	Race Track	1980'			
12	Vehicle Parking	1980'			
13	Firing Range	1984'			

\* Top of Building Elevations are estimated

DEVELOPMENT PROJECT PHASING	
<b>Phase 1: Runway 12 &amp; Taxiway A</b>	
1-1	Runway/Taxiway A Rehabilitation, Pavement Resurfacing, and Relocation of Taxiway Hold Lines
1-2	Threshold Repavement and Associated Markings, and Installation of PAPIs
1-3	Replace electrical vault
1-4	Mitigate on-airport obstructions
1-5	Replace and relocate wind cones outside of ROFA
1-6	Relocate segmented circle
1-7	Acquire land within ROFA that extends onto the USSOCOM PTTF
1-8	Obtain aviation easements for portion of Runway 12 RPZ (20.7 acres) and Runway 12 RPZ (6.6 acres)
1-9	Relocation distance remaining signs and replacement of signage
1-10	Realign and rehabilitate access road
1-11	Reconfigure and install new chain link fencing
1-12	Construct taxiway to new GA development area
1-13	Construct T-hanger for GA aircraft storage
1-14	Construct new handdown/storage area with access
1-15	Construct paved taxiway to storage area, unpaved tug taxiway, and handdown pad
1-16	Construct taxiway to Silver Bell Army Helipad
<b>Phase 2: Mid-Term (5 - 10 Years)</b>	
2-1	Taxiway reconstruction (renovate and remark) and Taxiway Safety Area improvements
2-2	Widen taxiways to 75 feet where necessary and provide 30-foot shoulders
2-3	Reconfigure Taxiway A-1
2-4	Upgrade taxiway edge indicators to Medium Intensity Taxiway Lights
2-5	Reconstruct apron
2-6	Purchase landside and airside equipment
2-7	Construct apron for run-ups and install blast fencing
<b>Phase 3: Long-Term (10 - 20 Years)</b>	
3-1	Acquire land within Runway 30 ROFA and RSA that extends off airport property
3-2	Realign southern perimeter road and fencing around ultimate ROFA and RSA
3-3	Runway reconstruction and widening of shoulders to 35 feet, restore runway threshold (remark pavement) and remove declared distances, relocate lighting and NAVJAPS
3-4	Upgrade runway lighting to HIRL and install REILs

**FAA APPROVAL**

Approved conditionally Dec 30, 2015  
 Subject to comments contained in our letter dated 12-30-2015

FEDERAL AVIATION ADMINISTRATION  
 Western-Pacific Region  
 By: M. J. N. W.  
 Manager, Airport Planning & Construction

**SPONSOR APPROVAL**

APPROVED BY: [Signature] 10-29-15  
 NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

FAA's approval of this Airport Layout Plan (ALP) represents acceptance of the general location of future facilities depicted. During the preliminary design phase, the airport owner is required to resubmit for approval the final locations, heights and exterior finish of structures. FAA's concern is obstructions, impact on electronic aids or adverse effects on controller view of aircraft approach and ground movement areas which could adversely affect the safety, efficiency or utility of the airport.

**PLAN**  
 SCALE: 1" = 600'

Description	Existing	Future	Ultimate
Runway Centerline	---	SAME AS EXISTING	SAME AS EXISTING
Runway Safety Area (RSA)	ROFA	F-ROFA	SAME AS EXISTING
Runway Object Free Area (ROFA)	ROFA	F-ROFA	SAME AS EXISTING
Runway Obstacle Free Zone (ROFZ)	ROFZ	SAME AS EXISTING	SAME AS EXISTING
Approach Runway Protection Zone (RPZ)	RPZ	RPZ	SAME AS EXISTING
Departure Runway Protection Zone (RPZ)	RPZ	SAME AS EXISTING	SAME AS EXISTING
Taxiway OFA	NA	SAME AS EXISTING	SAME AS FUTURE
Taxiway Safety Area (TSA)	--- TSA	SAME AS EXISTING	SAME AS EXISTING
Taxiway Object Free Area (TOFA)	--- TOFA	SAME AS EXISTING	SAME AS EXISTING
Building Runway Line (BRL) for 30' building	--- BRL	SAME AS EXISTING	SAME AS EXISTING
Airport Buildings	--- [Symbol]	SAME AS EXISTING	SAME AS FUTURE
Off Airport Buildings	--- [Symbol]	SAME AS EXISTING	SAME AS EXISTING
Airfield Pavement	--- [Symbol]	SAME AS EXISTING	SAME AS FUTURE
Airport Property Line	--- [Symbol]	SAME AS EXISTING	SAME AS FUTURE
Parcel Boundary	--- [Symbol]	SAME AS EXISTING	SAME AS FUTURE
Chain Link Fence	--- [Symbol]	SAME AS EXISTING	SAME AS FUTURE
Off Airport Chain Link Fence	--- [Symbol]	SAME AS EXISTING	SAME AS FUTURE
Leasable Fence	--- [Symbol]	SAME AS EXISTING	SAME AS FUTURE
Ground Elevation Contours (10 foot, NAD83/NAVD83)	--- [Symbol]	NA	NA
Airport Reference Point (ARP)	--- [Symbol]	SAME AS EXISTING	SAME AS EXISTING
Survey Monuments	--- [Symbol]	SAME AS EXISTING	SAME AS EXISTING
Precision Approach Path Indicators	NA	NA	NA
Runway End Identifier Lights	NA	NA	NA
Segmented Circle	--- [Symbol]	NA	SAME AS EXISTING
Windsock	--- [Symbol]	NA	NA
Pavement Markings - Future and Ultimate	--- [Symbol]	--- [Symbol]	SAME AS FUTURE
Aviation Easement	NA	NA	SAME AS FUTURE
Land Acquisition	NA	NA	SAME AS FUTURE
Removed Pavement	NA	NA	SAME AS FUTURE

NOTES:  
 1. SOURCE OF PROPERTY BOUNDARY: PINAL COUNTY GROUND SURVEY, APRIL 2015

**C&S ENGINEERS, INC.**  
 9200 East Pima Center Pkwy  
 Suite 240  
 Scottsdale, Arizona 85258  
 Phone: 602-997-7538  
 Fax: 602-997-7592  
 www.ccs-engineers.com

**PRELIMINARY**  
 NOT FOR CONSTRUCTION

**PINAL COUNTY**  
*wide open opportunity*

**FINAL AIRPORT LAYOUT PLAN**  
**PINAL AIRPORT**  
**PINAL COUNTY**  
**ARIZONA**

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO:	M60.001.001	
DATE:	SEPTEMBER 2015	
DRAWN BY:	ARY	
DESIGNED BY:	CPS	
CHECKED BY:	DSS	

**AIRPORT LAYOUT PLAN**

**4 OF 10**

Copyright ©

## FUNCTION LEGEND

MOTEL

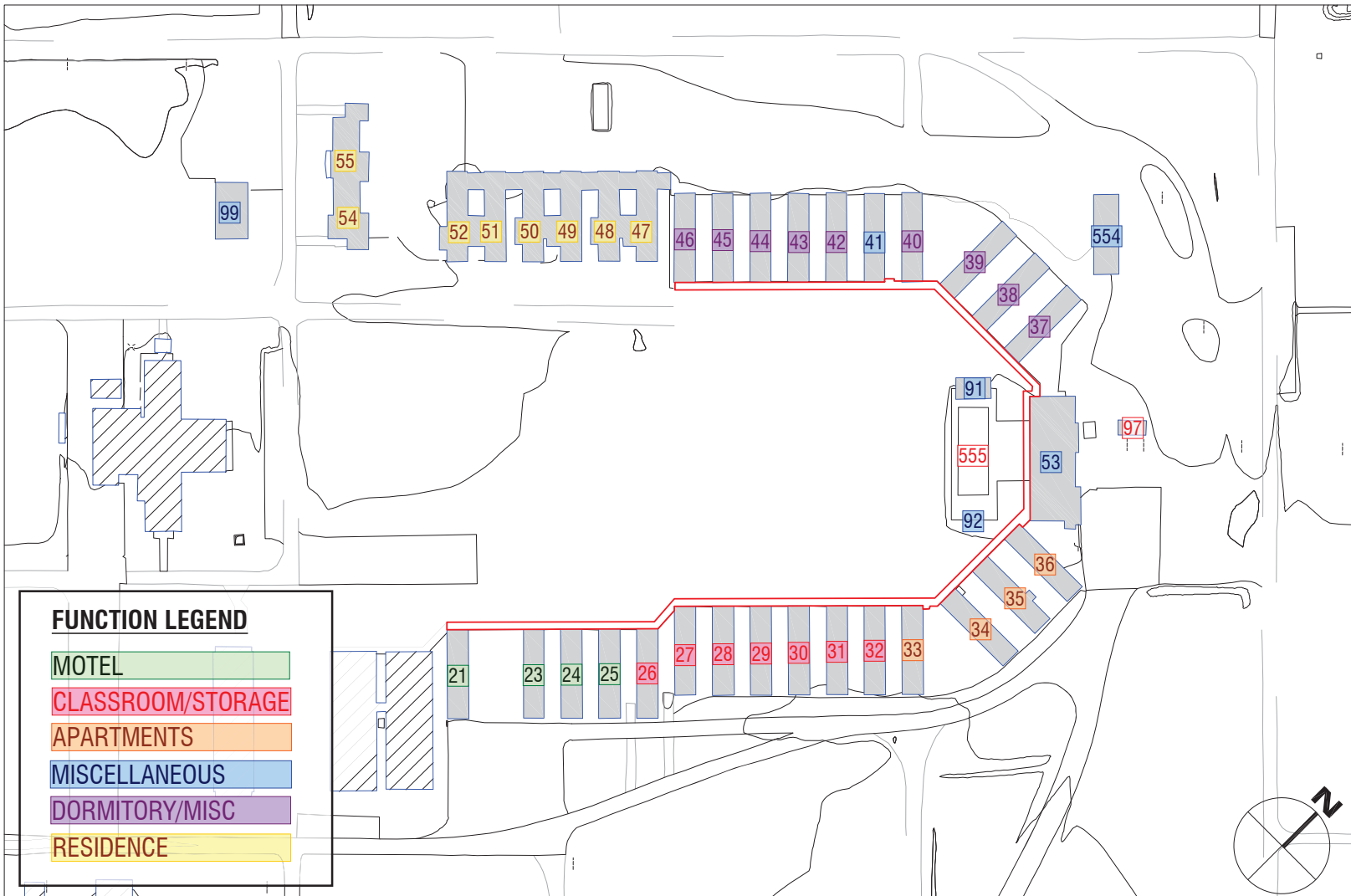
CLASSROOM/STORAGE

APARTMENTS

MISCELLANEOUS

DORMITORY/MISC

RESIDENCE



6/17/48

Pinal Air Park

QUITCLAIM DEED

THIS INDENTURE, made this 17<sup>th</sup> day of June 1948, between THE UNITED STATES OF AMERICA, acting by and through the WAR ASSETS ADMINISTRATOR, under and pursuant to Reorganization Plan One of 1947 (12 F.R. 4534), and the powers and authority contained in the provisions of the Surplus Property Act of 1944 (58 Stat. 765), as amended, and applicable rules, regulations, and orders, GRANTOR, and PINAL COUNTY, a body corporate and politic under the laws of the State of Arizona, acting by and through its BOARD OF SUPERVISORS, GRANTEE.

WITNESSETH: That the said GRANTOR, for and in consideration of the assumption by the GRANTEE of all the obligations and its (taking subject to certain reservations, restrictions, and conditions and its) covenant to abide by and agreement to certain other reservations, restrictions, and conditions, all as set out hereinafter, has remised, released, and forever quitclaimed, and by these presents does remise, release, and forever quitclaim unto the said GRANTEE, its successors, and assigns, under and subject to the reservations, restrictions, and conditions, exceptions, and reservation of fissionable materials and rights hereinafter set out, all its right, title, and interest in the following described property situated in the County of Pinal, State of Arizona, to wit:

## I

All of Sections 32 and 33; the South Half of the South Half ( $S\frac{1}{2} S\frac{1}{2}$ ) of Section 28; the South Half of the South Half ( $S\frac{1}{2} S\frac{1}{2}$ ) of Section 29; the North Half ( $N\frac{1}{2}$ ) of Section 34; the North Half of the South Half ( $N\frac{1}{2} S\frac{1}{2}$ ) of Section 34, in Township 10 South, Range 10 East, Gila and Salt River Base and Meridian, containing 2080 acres more or less.

TOGETHER WITH all buildings, structures, and improvements located thereon, and that certain personal property set forth in Schedule "A" annexed hereto and made a part hereof as though fully set forth hereat.

The above described premises are transferred subject to all existing easements for roads, highways, public utilities, railways, and pipelines.

## II

That certain air-space safety zoning restriction (aviation easement) established by agreement dated 23 July 1942, signed by Fok Yut, Demetrio P. Lopez, H. B. Aguirre, and Anita Aguirre in consideration of one dollar (\$1.00) paid to them by the United States of America, affecting the following described properties to wit:

The Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4}SW\frac{1}{4}$ ) and the South Half of the Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}$ ), of Section Thirty-four Township Ten (10) South, Range Ten (10) East, of the Gila and Salt River Base and Meridian; and the Southwest Quarter of the Southwest Quarter ( $SW\frac{1}{4}SW\frac{1}{4}$ ) of Section Thirty-five (35), Township Ten (10) South, Range Ten (10) East, and the Northeast Quarter of the Southwest Quarter ( $NE\frac{1}{4}SW\frac{1}{4}$ ), and

ORIGINAL



the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty-six (36), Township Ten (10) South, Range Nine (9) East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

### III

That certain air-space safety zoning restriction (avigation easement) established by agreement dated 23, July, 1942, signed by Clarence W. George, Daisy George, T. J. Smith, and Jennie Smith in consideration of one dollar (\$1.00) paid to them by the United States of America affecting the following described properties, to wit:

Those certain portions of Sections Nine (9) and Sixteen (16), in Township Eleven (11) South, Range Ten (10) East, of the Gila and Salt River Base and Meridian, Pima County, Arizona.

### IV

That certain air-space safety zoning restriction (avigation easement) established by agreement dated 24, July, 1942, signed by the State Land Department of the State of Arizona in consideration of one dollar (\$1.00) paid to the State of Arizona by the United States of America, affecting the following described properties to wit:

Those certain portions of Sections 16, 17, 19, 20, 21, 26, 27, 28, 29, 30, 31, 34 and 35, Township Ten (10) South, Range Ten (10) East, and of Sections 24 and 36, Township Ten (10) South, Range Nine (9) East, and of Section One (1), Township Eleven (11) South, Range Nine (9) East, and of Sections 4, 5, 6 and 17, Township Eleven (11) South, Range Ten (10) East, of the Gila and Salt River Base and Meridian.

### V

That certain air-space safety zoning restriction (avigation easement) established for the period of the present War plus six (6) months by agreement dated 19, October, 1942, signed by the Cortaro Farms Company, an Arizona corporation, in consideration of one dollar (\$1.00) paid to it by the United States of America, affecting the following described property, to wit:

Those certain portions of Sections 1, 2, 3, 10, 11 and 14, Township 11 South, Range 10 East, Pima County, Arizona, of the Gila and Salt River Base and Meridian.

EXCEPTING, HOWEVER, from this conveyance all right, title, and interest in and to all property in the nature of equipment, furnishings, and other personal property which can be removed from the land without material injury to the land or structures located thereon other than that property described in Schedule "A" hereof; and reserving to the GRANTOR for itself and its lessees, licensees, permittees, agents, and assigns the right to use the property excepted hereby in such a manner as will not materially and adversely affect the development, improvement, operation or maintenance of the airport and the right of removal from said premises of such property, all within a reasonable period of time after the date hereof, which shall not be construed to mean any period more than one (1) year after the date of this instrument, together with a right of ingress to and egress from said premises for such purposes.

And further excepting from this conveyance and reserving to the GRANTOR, in accordance with Executive Order 9908, approved on December 5, 1947, (12 F.R. 8223), all uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by the instrument for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administration for disposal, acting pursuant to the provisions of the above-mentioned Act, as amended, Reorganization Plan One of 1947 and applicable rules, regulations, and orders.

By the acceptance of this deed or any rights hereunder, the said GRANTEE, for itself, its successors, and assigns agrees that transfer of the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Reorganization Plan One of 1947 and applicable rules, regulations, and orders:

(1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the terms "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

(2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in VAA Regulation 5, as amended, and all structures, improvements, facilities and equipment in which this instrument transfers any

interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administrator or his successor. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises which have outlived their use as airport property in the opinion of the Civil Aeronautics Administrator or his successor.

By the acceptance of this deed or any rights hereunder, the said GRANTEE for itself, its successors and assigns, also assumes the obligations of, covenants to abide by, and agrees to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (7) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Reorganization Plan One of 1947 and applicable rules, regulations, and orders:

(1) That insofar as it is within its powers, the GRANTEE shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the United States of America (hereinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administrator or his successor to be necessary to prevent undue interference with use by other authorized aircraft; Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

(3) That during any national emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; Provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively of any improvements to the airport made without United States aid.

(4) That no exclusive right for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

(1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;

(2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

(5) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the GRANTEE by the provisions of this instrument.

*Non Airport Use  
Requires FAA Consensus*

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the GRANTEE for other than airport purposes without the written consent of the Civil Aeronautics Administrator, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located; Provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the GRANTEE shall pay to the United States such sum as the War Assets Administrator or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

(7) The GRANTEE does hereby release the Government, and will take whatever action may be required by the War Assets Administrator to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the GRANTEE, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used; Provided, that no such release shall be construed as depriving the GRANTEE of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

By acceptance of this instrument or any rights hereunder, the GRANTEE further agrees with the GRANTOR as follows:

*Reversion*

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions is not met, observed, or complied with by the GRANTEE or any subsequent transferee, whether caused by the legal inability of said GRANTEE or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the GRANTEE, or any portion thereof, shall at the option of the GRANTOR revert to the UNITED STATES OF AMERICA sixty (60) days following the date upon which demand to this effect is made in writing by the Civil Aeronautics Administrator or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been

met, observed or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the GRANTEE, its transferees, successors and assigns.

(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the GRANTEE, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

TO HAVE AND TO HOLD said premises, with appurtenances, except the fissionable materials and other property excepted above and the rights reserved above, and under and subject to the reservations, restrictions and conditions set forth in this instrument unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
WAR ASSETS ADMINISTRATOR

By Robert P. Alford  
Deputy District Director  
For Real Property Disposal  
Los Angeles District Office  
WAR ASSETS ADMINISTRATION

ORIGINAL

STATE OF CALIFORNIA     )  
                                  ) SS  
COUNTY OF LOS ANGELES   )

On this 17<sup>th</sup> day of June, 1948, before  
me Lorene Stone a Notary Public in and  
for the County of Los Angeles, State of California, person-  
ally appeared Robert P. Alford, known to me to be the  
Deputy District Director for Real Property Disposal, Los  
Angeles District Office, War Assets Administration, and  
known to me to be the person who executed the within in-  
strument on behalf of the War Assets Administration which  
executed said instrument on behalf of the United States of  
America and acknowledged to me that he subscribed to the  
said instrument the name of the United States of America  
and the name of the War Assets Administration on behalf  
of the United States of America, and further that the  
United States of America executed said instrument.

WITNESS my hand and official seal.

Lorene Stone  
Notary Public in and for said  
County and State  
LORENE STONE  
NOTARY PUBLIC IN AND FOR THE COUNTY  
OF LOS ANGELES, STATE OF CALIFORNIA  
My Commission Expires

My Commission Expires Sept. 28, 1950

ORIGINAL



(NOTICE)

DELEGATION OF AUTHORITY NO. 140

DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING, AND CONVEYANCING OF  
SURPLUS REAL PROPERTY AND PERSONAL PROPERTY ASSIGNED FOR DISPOSAL THEREWITH

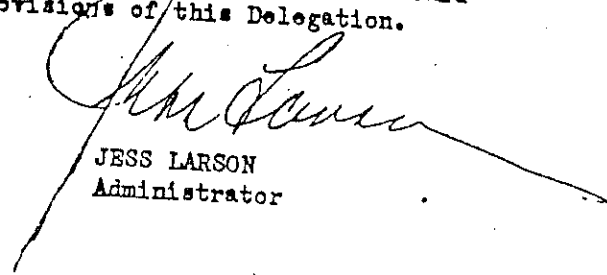
The Deputy Administrator, Office of Real Property Disposal, and each Associate Deputy Administrator, Office of Real Property Disposal, War Assets Administration; the Regional Director, the Deputy Regional Director for Real Property Disposal, the Associate Deputy Regional Director for Real Property Disposal, and the Assistant Deputy Regional Director for Real Property Disposal, in each and every War Assets Administration Regional Office; the District Director and Deputy Administration District Office, and any person or persons designated to act, and acting, in any of the foregoing capacities, are hereby authorized, individually (1) to execute, acknowledge and deliver any deed, lease, permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and to do all acts necessary or proper to release and discharge any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of the Surplus Property Act of 1944, as amended, (58 Stat. 765; 50 U.S.C. App. Supp. 1611); Public Law 181, 79th Cong. (59 Stat. 533; 50 U.S.C. App. Supp. 1614a, 1614b); Reorganization Plan 1 of 1947 (12 F.R. 4534); Public Law 289, 80th Cong. (61 Stat. 678); and War Assets Administration Regulation No. 1 (12 F. R. 6661), as amended.

The Regional Director in each and every War Assets Administration Regional Office is hereby authorized to redelegate to such person or persons as he may designate the authority delegated to him by this instrument.

L. S. Wright, the Secretary of The General Board and Robert Whittet, Associate Deputy Administrator, Office of Real Property Disposal, War Assets Administration, are hereby authorized, individually, to certify true copies of this Delegation and provide such further certification as may be necessary to effectuate the intent of this Delegation in form for recording in any jurisdiction, as may be required.

This Delegation shall be effective as of the opening of business on April 9, 1948.

This authority is in addition to delegations of authority previously granted under dates of May 17, 1946; May 29, 1946; July 30, 1946; September 16, 1946; October 31, 1946; November 22, 1946; January 13, 1947; June 6, 1947; and December 1, 1947; but shall not in any manner supersede provisions of said delegations as do not conflict with the provisions of this Delegation.

  
JESS LARSON  
Administrator

Dated: APR 9, 1948.