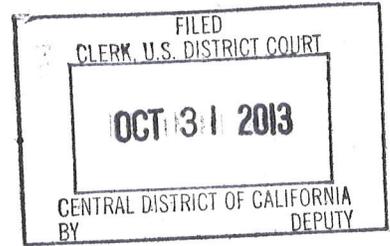


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15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA

17 CITY OF SANTA MONICA,

18 Plaintiff,

19 v.

20 UNITED STATES OF AMERICA,
21 FEDERAL AVIATION
ADMINISTRATION and MICHAEL P.
22 HUERTA, in his Official Capacity as
Administrator of the Federal Aviation
23 Administration,

24 Defendants.

Case No. **CV13-08046** JFW (VBR)

**COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF UNDER
THE QUIET TITLE ACT AND
UNITED STATES
CONSTITUTION**

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1 Plaintiff City of Santa Monica (“City” or “Santa Monica”) brings this action
2 against Defendants United States of America (“United States”), the Federal
3 Aviation Administration (“FAA”), and Michael P. Huerta, in his official capacity as
4 the Administrator of the FAA.

5 NATURE OF THE ACTION

6 1. This lawsuit stems from the FAA’s unsubstantiated claim that Santa
7 Monica must operate the Santa Monica Municipal Airport in perpetuity. The City
8 purchased most of the property, upon which a part of the Airport is situated, in the
9 1920s by grant deed and has retained its fee interest in the land ever since. In 1941,
10 to assist in providing military protection for the Douglas Aircraft Company during
11 World War II, the City leased the Airport Property to the United States. At no point
12 has the City’s fee interest to the Airport Property been alienated from the City. Yet
13 the FAA contends that a 1948 Instrument of Transfer terminating the United States’
14 short-lived lease of the Airport Property obligates Santa Monica to run an airport on
15 the property forever. The Instrument of Transfer, however, is not a deed. It is
16 merely a surrender of the United States’ temporary leasehold interest back to the
17 City. While the Instrument of Transfer contains “restrictions” and a “reversion
18 clause,” the only interests that could revert back are the then-existing property
19 rights of the United States in 1948—that is, a mere right to possession under a
20 temporary leasehold interest without title to the property. When the leases expired
21 on their own terms in 1953, the United States’ interest in the Airport Property
22 ceased entirely.

23 2. Santa Monica has clearly and repeatedly asserted its unencumbered
24 title to the Airport Property and its ability, after certain contractual and legal
25 obligations expire in July 2015, to use the Airport Property as it chooses in its
26 sovereign discretion, including for non-aviation purposes. Santa Monica has also
27 attempted to negotiate with the FAA regarding options for the Airport Property
28 after July 2015, but the FAA refuses to move from its arbitrary and unsupported

1 position that the City must operate the Airport in perpetuity under the Instrument of
2 Transfer, or the Airport Property will revert to the United States.

3 3. Santa Monica brings this lawsuit to establish the City's rights to
4 determine for itself and its citizens the future of the Santa Monica Airport. By this
5 action, the City seeks to clear the City's title to the Airport Property and establish
6 its right to operate its property in the exercise of its police power for the benefit of
7 its citizens.

8 4. Santa Monica brings a quiet title action against the FAA's claim of a
9 continuing interest in the Airport Property. The FAA's asserted right of reverter
10 should Santa Monica cease to operate the Airport Property as an airport clouds
11 Santa Monica's title to the Airport Property. Through this action, Santa Monica
12 seeks to quiet title against restrictions on the property and the claimed right of
13 reverter. The City further seeks a declaration and, if necessary, injunctive relief,
14 preventing the FAA from interfering with the City's fee interest, right to title, and
15 unfettered use of the Airport Property as it sees fit in its sovereign discretion after
16 present contractual obligations expire.

17 5. Furthermore, Santa Monica brings constitutional claims seeking a
18 declaration that the FAA's actions in taking the Airport Property from the City and
19 commandeering the City to run the airport in perpetuity are unconstitutional under
20 the Fifth and Tenth Amendments to the United States Constitution.

21 a. First, the FAA's demand that Santa Monica operate an airport in
22 perpetuity at its direction and on its terms amounts to a taking
23 by the United States without just compensation in violation of
24 the Fifth Amendment of the United States Constitution.

25 b. Second, the FAA's command that Santa Monica run an airport
26 on the Airport Property in perpetuity deprives Santa Monica of
27 its right to use the property for other purposes. This deprivation
28 amounts to a regulatory taking by the United States without just

1 compensation in violation of the Fifth Amendment of the United
2 States Constitution.

3 c. Third, by forcing the City to run an airport at its direction, the
4 FAA is commandeering the City and its officials to act for the
5 purposes of the United States in violation of the Tenth
6 Amendment of the United States Constitution. Additionally, the
7 FAA has violated the Fifth and Tenth Amendments of the
8 United States Constitution through conditioning the return of the
9 Airport Property on the City's relinquishing its inherent
10 sovereign rights and its rights as a property owner to exercise
11 control over its own land.

12 d. Finally, by asserting that the City of Santa Monica must operate
13 the Airport in perpetuity, the FAA is depriving Santa Monica of
14 its sovereign right to control the Airport Property, in which
15 Santa Monica has an established property right. The FAA's
16 assertion lacks factual and legal support, and impairs Santa
17 Monica's rights as a municipality and property owner.

18 **JURISDICTION AND VENUE**

19 6. This Court has jurisdiction over the subject matter of this action
20 pursuant to 28 U.S.C. § 1331 (federal question jurisdiction) and 28 U.S.C. §1346(f)
21 (district court has exclusive jurisdiction of civil actions under section 2409a to quiet
22 title as against a property interest claimed by the United States). Additionally, the
23 action arises out of the Constitution of the United States, and the City seeks to
24 redress violations of the Fifth and Tenth Amendments to the United States
25 Constitution. The relief sought is authorized by 28 U.S.C. §§ 2201-2202, 2409a.

26 7. Venue is proper in the Central District of California under 28 U.S.C. §
27 1391(e), as the City is located in this district and the property that is the subject of
28 this action is located within this judicial district.

1 **FACTUAL BACKGROUND**

2 **The City’s Acquisition of the Airport Property**

3 14. The site that is now the Airport (the “Airport Property”) was used as
4 an informal landing strip beginning in 1917. In 1922, Douglas Aircraft Company
5 (“Douglas”) began testing and producing military and civilian aircraft on and
6 around the Airport Property.

7 15. In 1926, the City acquired title to certain parcels of unimproved land
8 that now constitute most of the Airport Property through a Grant Deed. This Grant
9 Deed conveyed the entire Airport Property to the City “free of incumbrances” [sic]
10 except taxes related to the year 1926–1927, and the terms of a five year lease that
11 the former owner (Herbert Stanton) had made to the City of Santa Monica. The
12 total purchase price for these parcels was more than \$755,000, or approximately
13 \$10 million in today’s dollars. On August 30, 1926, the City passed a resolution
14 accepting the 1926 Grant Deed. Between 1926 and before December 1941, the
15 City acquired, through various other grant deeds that vested fee simple title in the
16 City, additional smaller parcels that make up the Airport Property.

17 16. In 1929, Douglas expanded its operations and use of the Airport
18 Property, ramping up production and testing of its early airliners, the DC-3 and
19 DC-4.

20 17. When the United States entered World War II in 1941, Douglas
21 became a major defense contractor, employing nearly 44,000 workers and
22 supplying hundreds of aircraft in support of the war effort. The Douglas jobs
23 transformed the City as new homes were built for the Douglas workers near the
24 Airport Property.

25 **United States’ Lease of the Airport Property**

26 18. On May 27, 1941, President Franklin D. Roosevelt issued Presidential
27 Proclamation 2487, which declared that the United States was faced with an
28 “unlimited national emergency” which required “military, naval, air and civilian

1 21. Lease No. W3460-ENG.549 (the “Golf Course Lease”) went into
2 effect December 1, 1941, and leased to the United States for “[m]ilitary purposes”
3 approximately 83 acres on the southern portion of the Airport Property that
4 consisted of a golf course. The Golf Course Lease terminated on June 30, 1943
5 with an option of renewal annually thereafter until June 30, 1947. Under the Golf
6 Course Lease, the City required the United States to pay only \$150 per month to the
7 City.³

8 22. In 1944, the Santa Monica City Council passed Resolution No. 3536,
9 in which the City agreed to allow the United States the right to build a Project on
10 the Airport Property. As a condition to this agreement, the Civil Aeronautics
11 Administration “required that the City have certain property interests in the landing
12 area of the Airport and the lands to be improved.” Specifically, under Section 2 of
13 Resolution No. 3536, the City, “[i]n order to satisfy the Government” that the City
14 was “qualified to sponsor the Project,” warranted that it had “fee simple title to all
15 the lands comprising the present airport.” The City noted that such lands were held
16 in fee simple free from encumbrances, except for the City’s lease to Douglas, the
17 City’s lease to a gas utility company, and the City’s December 1941 leases to the
18 United States. Through Resolution No. 3536, the City reaffirmed its fee interest in
19 the land.

20 23. In 1944 and 1945, respectively, Supplement Number 1 to the Runway
21 Lease and the Golf Course Lease modified the leases to allow for the construction
22 of a new runway to accommodate larger aircraft. (See Figure 2 below (showing a
23 view of the new runway circa 1952).) Supplement Number 1 to the leases also
24 released the United States from its obligation to restore the leased parcels to their
25 original condition under the leases in exchange for the United States’ conveyance

26 ³ The Golf Course Lease and its supplements are attached as Exhibit B to this
27 Complaint.
28

1 of any improvements to the property and cash payments to the City. The payments
2 to the City were then reinvested in the Airport Property in order to obtain additional
3 land and fund the improvements. Supplement Number 1 to the Golf Course Lease
4 also extended the lease term until twelve months after the termination of
5 Proclamation 2487 (i.e., to align the lease term with that of the Runway Lease) and
6 reduced the rent to \$1 for the entire duration of the lease.

7 **Figure 2**



20 24. In April 1945, the United States condemned a number of residential
21 properties on approximately 20 acres of the west side of the airport. The properties
22 were purchased by the United States *using City funds* in order to expand the
23 Airport.

24 25. In November 1945, the Airport Property was further expanded when
25 Douglas conveyed an approximately 15 acre parcel on the Airport's south side to
26 the City by grant deed.

27
28

Figure 4

1
2
3 (1) That in the event that any of the aforesaid terms,
4 conditions, reservations or restrictions is not met, observed, or
5 complied with by the PARTY OF THE SECOND PART or any subsequent
6 transferee, whether caused by the legal inability of said PARTY OF
7 THE SECOND PART or subsequent transferee to perform any of the
8 obligations herein set out, or otherwise, the title, right of pos-
9 session and all other rights transferred by this instrument to the
10 PARTY OF THE SECOND PART, or any portion thereof, shall at the
11 option of the PARTY OF THE FIRST PART revert to the PARTY OF THE
12 FIRST PART sixty (60) days following the date upon which demand to
13 this effect is made in writing by the Civil Aeronautics Adminis-
14 trator or his successor in function, unless within said sixty (60)
15 days such default or violation shall have been cured and all such
16 terms, conditions, reservations and restrictions shall have been
17 met, observed or complied with, in which event said reversion shall
18 not occur and title, right of possession, and all other rights
19 transferred hereby, except such, if any, as shall have previously
20 reverted, shall remain vested in the PARTY OF THE SECOND PART, its
21 transferees, successors and assigns.

22 33. A resolution of the Santa Monica City Council confirmed that the
23 intent of the Instrument of Transfer was only to surrender the United States'
24 leasehold interest in the Airport Property. Through Resolution No. 183, the City
25 confirmed that the United States of America "does surrender to the City of Santa
26 Monica [its] lease-hold interest in and to the premises[.]" The Instrument of
27 Transfer did not convey title in the land as the City always maintained its fee
28 interest in the Airport Property. The Instrument of Transfer, therefore, is not a deed
transferring title to real property; it is merely a surrender of the United States'
leasehold interest back to the City.

34. The City Council never agreed to, or even considered, forfeiting its
police powers over the Airport Property for all time. Nor could the City Council do
so, because all governments must maintain their flexibility to protect the public
welfare through unpredictably changing times and circumstances. The City
Council could not have contracted away the right of future Councils to address
emerging community needs. No such express or implied contract was created.

1 Pilots Association, Max Karant. The FAA stated its position that once the City's
2 grant assurance obligations ended, "Santa Monica Airport is vulnerable to being
3 discontinued and used for non-aviation purposes." The FAA characterized "the
4 challenge" it faced with regards to the Airport as needing to convince Santa Monica
5 residents of "the good things aviation offers[.]" The FAA did not take the position
6 that the City was obligated to operate the Airport in perpetuity.

7 41. In 1975, to alleviate the impact on Santa Monica residents, the City
8 Council adopted ordinances to reduce aircraft noise, including a total jet ban, a ban
9 on helicopter flights, a noise limit, a night curfew, and a weekend and holiday ban
10 on touch-and-go, stop-and-go, and low approach operations conducted during
11 fixed-wing flight training.

12 42. These ordinances led to litigation against the City by the Santa Monica
13 Airport Association ("SMAA litigation"). The FAA intervened in the case as
14 amicus curiae on behalf of the Airport Association and argued against the City's
15 ordinances. Ultimately, the ordinances were upheld with the sole exception of the
16 jet ban ordinance, which was struck down as disproportionately affecting newer
17 aircraft when there was insufficient evidence to show that newer aircraft were more
18 dangerous or noisier than older aircraft. Both parties appealed, but the Ninth
19 Circuit affirmed the conclusion of the district court. The Ninth Circuit recognized
20 that Federal law does not preempt the City as "airport proprietor" from adopting
21 ordinances intended to limit its liability and protect the City's "human
22 environment," as long as those ordinances are not unconstitutionally
23 discriminatory.

24 43. In 1979, while the appeal of the SMAA litigation was pending, the
25 City Council adopted Ordinance No. 1137, which imposed a lower decibel limit at
26 the Santa Monica Airport.

27 44. Ordinance No. 1137 also prompted litigation against the City, this time
28 by the National Business Aircraft Association ("NBAA litigation"), which argued

1 that the decibel limit in Ordinance No. 1137 was a disguised jet ban, and thus was
2 impermissibly discriminatory for the same reasons as the jet ban ordinance at issue
3 in the SMAA litigation. The NBAA litigation was assigned to the same district
4 court judge who heard the SMAA litigation. Again, the FAA intervened as amicus
5 curiae on behalf of the Airport Association and argued against the Ordinance. In
6 November 1979, the court enjoined the City from enforcing Ordinance No. 1137,
7 and litigation of the case continued.

8 45. In June 1981, while the NBAA litigation was pending, the City
9 Council adopted Resolution No. 6296 (CCS) declaring its intention to close the
10 Airport when legally possible. In 1982, after Resolution No. 6296 was passed, the
11 parties to the NBAA litigation agreed that the lawsuit would be conditionally
12 dismissed provided the City adopted a new “Airport Master Plan” and “Noise
13 Mitigation Project” by November of 1983.

14 46. Thereafter, in 1983, the City adopted a new Master Plan for the
15 Airport Property that created two new Fixed Base Operators (“FBOs”) on the north
16 (non-residential) side of the Property and released aviation land on the south side of
17 the Airport Property for non-aviation purposes. The NBAA litigation was
18 dismissed.

19 47. Although the adoption of Resolution No. 6296 and the creation of the
20 new Master Plan led to the dismissal of the NBAA litigation, these actions also
21 prompted several Part 13 (the equivalent of today’s Part 16) proceedings to be filed
22 against the City by airport users. As a result of the multiple Part 13 complaints, the
23 City engaged in negotiations with the FAA concerning the future of the Airport.
24 These negotiations were intended to settle the then-pending Part 13 proceedings.

25 48. Ultimately, the negotiations between the City and the FAA culminated
26 in the signing of a “Settlement Agreement” in 1984 (“the 1984 Agreement”). The
27 1984 Agreement provided that the City would operate and maintain the Airport
28

1 Property as an airport until July 1, 2015.⁵ There is no mention in the 1984
2 Agreement that the City must operate the Airport in perpetuity. Nor is there an
3 assertion that the FAA had a property interest in the Airport Property.

4 49. The 1984 Agreement also recognized the City's authority to mitigate
5 aircraft impacts through the existing noise limit, jet curfew, helicopter ban, and
6 pattern flying restrictions. It further limited the number of aircraft tie-downs,
7 removed land from aviation use, and provided for the relocation of aviation
8 facilities to the north side of the Airport, away from residential neighborhoods.

9 50. In June 1994, the City accepted its last federal grant for airfield
10 improvements, in exchange for contractual promises to maintain the Airport for the
11 use and benefit of the public for the useful life of improvements made with federal
12 funds, but no more than twenty years from the date of execution of the federal grant
13 agreement. As of June 2014, therefore, the Airport will owe no further obligations
14 to the United States under any federal grant agreement contracts.

15 51. Until recently, and as reflected in the 1984 Agreement, the FAA has
16 consistently recognized the City's ability to reevaluate the future of the Airport.

17 52. For example, in a 1998 Part 16 administrative proceeding involving a
18 dispute over the City's refusal to offer long term leases to two airport tenants
19 beyond 2015, the FAA issued a Director's Determination discussing the 1984
20 Agreement and again demonstrating the FAA's position that the City had the ability
21 to reevaluate the future of the Airport. The Director states: "[The 1984] Settlement
22 Agreement makes clear that the City is obligated to operate the Airport only for the
23 duration of the [1984] Agreement (through July 1, 2015) . . . To the extent that
24 Complainants and [the Airport Association] seek to prevent the future closure of the
25 Airport or require the City to operate the Airport beyond July 1, 2015, *that is a*

26
27 ⁵ The 1984 Agreement is attached as Exhibit D.
28

1 *local land use matter*. . . . When the City’s last grant agreement expires in
2 approximately 2014, the AIP grant sponsor assurances will no longer require the
3 City to operate the Airport as an airport.” (FAA Docket No. 16-99-21; Director’s
4 Determination, pp. 22-23 (emphasis added).)

5 53. An appeal of the Director’s Determination resulted in the FAA issuing
6 its Final Agency Decision on the issue in 2003. The Final Agency Decision
7 affirmed the Director’s Determination regarding the City’s obligations to operate
8 SMO as an airport only through July of 2015. While discussing the 1984
9 Settlement Agreement, the FAA Administrator concluded that the Settlement
10 Agreement “provided a conceptual blueprint” by which the City was required to
11 maintain “SMO’s role in the National Airport System as a general aviation reliever
12 airport until July 1, 2015.” (FAA Docket No. 16-99-21; Final Agency Decision,
13 p. 3.) This Final Agency Decision constitutes a “final agency action” under the
14 federal regulations applicable to Part 16 proceedings.

15 **Litigation Regarding the City’s Aircraft Conformance Program**

16 54. In 2001, to address the safety and liability risks inherent in the increase
17 of Category C and D aircraft traffic at SMO⁶, a study commissioned by the City
18 Council recommended the “Aircraft Conformance Program” to promote safety and
19 to conform airport usage to be consistent with the purpose of the 1984 Agreement.⁷

20 55. Among other things, the Aircraft Conformance Program called for
21 expanding the distance from the runway ends to the airport perimeter in the
22 interests of safety, which would require shortening the runway. The result would
23

24
25 ⁶ SMO is an FAA-classified B-II airport.

26 ⁷ Category C and D aircraft are large jets with landing approach speeds that
27 exceed 140 miles per hour. Approach speed is determined at the point the aircraft
28 passes over the runway threshold.

1 be a runway that could not accommodate large Category C and D aircraft due to
2 their need for a longer runway for takeoff and landing.

3 56. On December 10, 2002, the City Council unanimously approved the
4 Aircraft Conformance Program in principle and directed staff to continue to seek a
5 voluntary agreement with the FAA to implement it. The FAA refused the City's
6 efforts to reach a voluntary agreement despite several years of good faith
7 negotiations by the City.

8 57. The City Council then asserted its airport proprietor's rights in 2008
9 and promulgated an ordinance, intended to promote safety and protect adjacent
10 neighborhoods from aircraft overruns, by prohibiting the generally larger, faster
11 category C and D aircraft from using the Airport ("the Ordinance").

12 58. On March 26, 2008, the FAA issued an Order to Show Cause to the
13 City seeking to prohibit the City from enforcing the Ordinance, and—*for the first*
14 *time*—claimed that the Surplus Property Act of 1944 and the 1948 Instrument of
15 Transfer obligated the City to operate the Airport Property in perpetuity as an
16 airport or ownership of the airport would revert to the United States.

17 59. In April 2008, the FAA issued a Cease and Desist Order, and later
18 obtained a temporary restraining order and preliminary injunction prohibiting the
19 City from enforcing the Ordinance, claiming that the City's attempt to conform
20 Airport operations to federal runway safety standards violated federal law.

21 60. After the preliminary injunction was issued, the City and the FAA
22 proceeded through the FAA's administrative review process regarding the C and D
23 jet ban, and on May 27, 2008, the FAA issued a Director's Determination, in which
24 the FAA found that the Ordinance unreasonably and unjustly discriminated
25 between aircraft and thereby violated the grant assurances, the 1948 Instrument of
26 Transfer, and the 1984 Agreement.

27 61. The City then requested a hearing. The hearing was held over four
28 days in March 2009, before the FAA Hearing Officer. In his Initial Decision, the

1 Hearing Officer essentially affirmed the Director’s Decision, holding that the
2 Ordinance was contrary to the City’s obligations under grant assurance 22
3 (economic non-discrimination), the 1984 Settlement Agreement, and the 1948
4 Instrument of Transfer. Both the City and the FAA appealed the Hearing Officer’s
5 Initial Determination to the Administrator of the FAA.

6 62. On July 8, 2009, the FAA issued its Final Agency Decision, holding
7 that the City was bound under grant assurance 22, and that the Ordinance was
8 contrary to non-discrimination requirements of grant assurance 22. Accordingly,
9 the Final Agency Decision affirmed the Initial Decision with regards to the City’s
10 obligations under grant assurance 22. However, the Final Agency Decision also
11 held that the City’s “obligations under the 1984 Settlement Agreement are not a
12 proper subject in a proceeding under [Part 16] because that Agreement was not
13 incorporated in the Grant Assurances.” (FAA Docket No. 16-02-08, Final Agency
14 Decision at 4.) Accordingly, the Final Agency Decision reversed the Initial
15 Decision with regards to whether the Ordinance was contrary to the 1984
16 Settlement Agreement. (*Id.*) The Final Agency Decision also reversed the Initial
17 Decision with regards to its holding concerning the Surplus Property Act and the
18 Instrument of Transfer, noting that it was “not necessary to decide whether the
19 Ordinance [was] contrary to the Surplus Property Act.” (*Id.*)

20 63. In September 2009, the City appealed the Final Agency Decision
21 regarding the Ordinance to the D.C. Circuit. The D.C. Circuit, applying a highly
22 deferential standard of review, concluded that the FAA did not “act arbitrarily or
23 capriciously when it concluded” that the Ordinance was “contrary to grant
24 assurance 22’s requirement[s.]” (Case No. 09-1233, D.C. Cir. 2011.)

25 64. The D.C. Circuit declined to address whether the Ordinance violated
26 the 1984 Settlement Agreement or the Instrument of Transfer. The D.C. Circuit
27 also found it unnecessary to reach the issue of whether the City’s action to regulate
28 safety at the Airport was preempted by federal law. The D.C. Circuit noted,

1 however, that the 1984 Settlement Agreement “would remain effective until July 1,
2 2015” and required the City to “operate and maintain SMO ‘as a viable functioning
3 facility without derogation of its role as a general aviation reliever’ until that date.”
4 (*Id.* at 4 (emphasis added).)

5 **The City Evaluates the Future of the Santa Monica Airport**

6 65. In December 2010, in anticipation of the expiration of the 1984
7 Settlement Agreement, the City Council directed staff to proceed with a
8 comprehensive public process regarding the Airport’s future. The result was a
9 March 2013 report outlining a three-phased “Visioning Process.”

10 66. Though the Visioning Process report did not take a position on
11 whether the Airport should close at the expiration of the 1984 Agreement, it did
12 conclude that the status quo at the Airport is not acceptable to City residents.

13 67. In an attempt to avoid litigation, City staff members met with FAA
14 representatives several times in the last three years to convey community concerns
15 about impacts and the City’s position about its authority to determine the Airport’s
16 future. The FAA representatives willingly met and listened; however, the Agency
17 was unwilling or unable to agree to, or even to negotiate on, any compromise as to
18 the Airport’s future operation. Notably, FAA representatives steadfastly
19 maintained that the City is obligated to continue operating the Airport in perpetuity
20 under the Instrument of Transfer, that the operational status quo must be
21 maintained, and that no agreements to the contrary could be made outside of the
22 context of litigation.

23 **FAA Guidance Concerning Reversionary Interests**

24 68. The FAA’s inflexible position concerning the reversion clause is
25 contrary to published FAA guidance on reversionary interests created by property
26 conveyances under the Surplus Property Act.

27 69. The FAA has published an “FAA Airport Compliance Manual”
28 through FAA Order 5190.6B (“Airport Compliance Manual”). According to the

1 FAA, the Airport Compliance Manual “sets forth policies and procedures for the
2 FAA Airport Compliance Program.” The Airport Compliance manual also
3 “provides basic guidance for FAA personnel” concerning certain issues, including
4 interpretation of conditions related to the conveyance of property.

5 70. Chapter 23 of the Airport Compliance Manual addresses “Reversion of
6 Airport Property.” Section 23.3 of that Chapter specifically sets forth how far—in
7 the FAA’s view—reversionary rights extend. Specifically, Section 23.3 provides
8 that the right of reverter “extends only to the title, right of possession, or other
9 rights vested in the United States at the time the United States transferred the
10 property described in the instrument to the grantee.” Section 23.3 is reproduced in
11 full as Figure 5, below.

12 **Figure 5**

13
14 09/30/2009

5190.6B

15
16 **Chapter 23. Reversions of Airport Property**

17 **23.3. Right of Reverter.** The instrument of conveyance from the federal government must
18 specify the right to have property interest revert to a federal agency and title revert in the United
19 States. This right extends only to the title, right of possession, or other rights vested in the United
20 States at the time the federal government transferred the property described in the instrument to
the grantee. The right may be exercised only at the option of the United States – with or without
the cooperation of a grantee – against all or part of the property in question.

21
22 71. Pursuant to the Airport Compliance Manual, the reverter right
23 contained in the Instrument of Transfer—if any—extended only to the United
24 States’ temporary leasehold interest in the Airport Property as that interest existed
25 at the time of the 1948 Instrument of Transfer; leasehold interests that would, by
26 their own terms, expire upon the conclusion of the War, when Presidential
27 Proclamation 2487 was terminated.
28

1 76. This action also seeks to quiet title to certain real property located
2 within this judicial district in Los Angeles County, California and more particularly
3 described in the Golf Course Lease (Ex. D) as follows:

4 a. That portion of the Santa Monica Municipal Golf Course, in the
5 City of Santa Monica, County of Los Angeles, State of
6 California, described as follows: Bounded on the Northwest by
7 a line parallel to and distant 1800 feet southeasterly from the
8 southeasterly line of Ocean Park Boulevard, measured at right
9 angles to Ocean Park Boulevard; bounded on the northeast by
10 the southwesterly line of Centinela Avenue, bounded on the
11 southeast by the City Limit line of the City of Santa Monica,
12 California, and bounded on the southwest by the northeasterly
13 line of Twenty-seventh street in the said City, containing
14 approximately 85 acres, together with the two-one story frame
15 utility and repair shops containing approximately 2600 square
16 feet and all of the one store stucco Club House, excepting the
17 Golf Shop, restaurant and lobby, consisting of approximately
18 2400 square feet. Also Lot A of the George Tract, as per map
19 recorded in Book 16, Page 21 of Maps, Records of said County,
20 said lot being included in the above mentioned 85 acres.

21 77. The City of Santa Monica is the owner in fee simple of the property
22 described above. (*See supra*, ¶ 15.)

23 78. Under 28 U.S.C. § 2409a, the United States has consented to be sued in
24 civil actions to adjudicate disputes regarding title to real property in which the
25 United States claims an interest.

26 79. This court has exclusive jurisdiction over the subject matter of this
27 action pursuant to 28 U.S.C. § 1346(f).
28

1 80. The City of Santa Monica acquired fee simple title to the property
2 described above from Herbert W. Stanton, Alice B. Stanton, Forrest Q. Stanton,
3 Elizabeth P. Stanton, Edwin L. Stanton, and Evelyn C. Stanton, prior owners of
4 such property, on August 30, 1926, at which time the City received a grant deed to
5 such property. Certain additional property comprising the Airport Property was
6 obtained in fee simple prior to December 1941 when the Runway and Golf Course
7 Leases were executed.

8 81. The United States has never challenged the City's chain of title or
9 Santa Monica's right, title, and interest in fee simple absolute to the Airport
10 Property that was leased to the United States during World War II.

11 82. The United States claims a reversion fee interest in the property was
12 created by the Instrument of Transfer. The FAA has asserted that title to the
13 Airport Property will revert to the United States if the purported airport use
14 condition in the 1948 Instrument of Transfer is not met (i.e., if the City decides to
15 close any portion of the Airport to aviation use). The FAA makes this assertion
16 despite the fact that the only interest in the Airport Property by the United States
17 was a World War II era lease, which expired by its own terms over sixty years ago.

18 83. Santa Monica first learned of the existence of the claim of reversion
19 interest of full title to the Airport Property on or after March 26, 2008, through the
20 FAA's Order to Show Cause.

21 84. However, the United States never had any right, title or interest in the
22 Airport Property other than the leasehold interests that were surrendered to the City
23 by the 1948 Instrument of Transfer and which otherwise expired by their own terms
24 in 1953.

25 85. The reverter clause in the Instrument of Transfer does not vest title
26 upon breach of a covenant or restriction. The reverter only applies to the rights
27 transferred under the 1948 Instrument of Transfer, a leasehold interest. This
28 leasehold interest expired by its own terms in 1953. The improvements to the

1 Airport Property were paid for with City funds, or were exchanged prior to
2 execution of the Instrument of Transfer in return for the City's release of the United
3 States from its obligation to return the property to its original condition and
4 additional cash compensation to the City, or have exceeded their useful life.

5 86. There is no basis for the United States to receive title to the Airport
6 Property if Santa Monica determines not to operate an airport after 2015. Under the
7 Instrument of Transfer, the United States has no remaining interest that can revert.

8 87. To the extent the United States claims any interest remains to be
9 reverted under the reversion clause of the 1948 Instrument of Transfer, the 1984
10 Agreement releases the City of any obligation to operate the Airport Property as an
11 airport after July 1, 2015.

12 88. A declaration concerning the City's rights to the Airport Property is
13 necessary at this time due to the upcoming expiration of the 1984 Settlement
14 Agreement.

15 89. The City requests a judgment by this Court declaring that the claims of
16 defendant United States to the described real property are of no validity whatsoever,
17 and that this Court declare that the City is the owner in fee simple of such real
18 property and that defendant United States has no right, title, or interest in the
19 property.

20 **SECOND CLAIM FOR RELIEF**

21 **(For Violation of the Fifth Amendment to the U.S. Constitution-Taking)**

22 90. Plaintiff incorporates by reference the allegations set forth in
23 paragraphs 14 to 73.

24 91. The "Takings Clause" of the Fifth Amendment of the United States
25 Constitution provides that "private property [shall not] be taken for public use
26 without just compensation."

27 92. Property taken by the United States from a state or local entity is
28 considered "private property" for purposes of the Fifth Amendment.

1 93. The United States has constructively confiscated the Airport by
2 requiring the City to operate the property as an airport in perpetuity.

3 94. Santa Monica purchased title to the Airport Property in fee simple in
4 1926.

5 95. To aid in the war effort, Santa Monica leased the Airport to the United
6 States under the terms described above.

7 96. The United States never owned the Airport Property; it only had a
8 leasehold interest in the property.

9 97. Despite lacking ownership of the Airport, the FAA has decided and
10 proclaimed that Santa Monica is required to operate the Airport in perpetuity.

11 98. This is constructive confiscation of the Airport because Santa Monica
12 is prohibited from using the property for other purposes required for the benefit of
13 its citizens. Thus, the United States has effectively seized the Airport Property.

14 99. The damage that the City would incur from this illegal and
15 unconstitutional taking is not compensable through monetary damages. The taking
16 would prevent the City from using the land in its sovereign capacity and for
17 whatever purposes it deems fit under the City's inherent governmental and
18 proprietary power. Further, this taking impinges upon the City's police powers to
19 protect the public, address emerging community needs, and enforce order within the
20 City consistent with the City's policies and the citizens' priorities. The value that
21 the City will lose if this illegal and unconstitutional taking is effectuated cannot be
22 quantified in monetary terms. The United States cannot condition the ability of the
23 City and its citizens to use the land on the City's forfeiture of its inherent
24 constitutional rights.

25 100. The United States did not and cannot provide just compensation for the
26 loss of the City's sovereign rights. The United States did not justly compensate
27 Santa Monica in any way in exchange for the requirement that it operate the Airport
28 in perpetuity.

1 whatever purposes it deems fit under the City's inherent governmental and
2 proprietary power. Further, this taking impedes on the City's police powers to
3 protect the public, address emerging community needs, and enforce order within the
4 City consistent with the City's policies and values. The value that the City will lose
5 if this illegal and unconstitutional taking is effectuated cannot be quantified. The
6 United States cannot condition the City's and the City's residents ability to use the
7 land on the City's forfeiture of its inherent constitutional rights.

8 109. The United States did not and cannot provide just compensation for the
9 loss of the City's sovereign rights. The United States did not justly compensate
10 Santa Monica in any way in exchange for the requirement that it operate the Airport
11 in perpetuity.

12 110. The United States did not give Santa Monica title to the Airport
13 Property because the United States never had title to convey.

14 111. Any improvements to the land were not just compensation. The
15 improvements were previously passed to Santa Monica (along with additional
16 compensation) in exchange for the release of the United States' obligation to return
17 the land to its original condition.

18 112. The prohibition by the United States on Santa Monica's use of the
19 Airport Property for any purpose other than an airport constitutes a regulatory
20 taking without just compensation in violation of the Fifth Amendment of the United
21 States Constitution.

22 113. In order to resolve this controversy, the City requests that, pursuant to
23 28 U.S.C. § 2201, this Court should declare the respective rights of the parties in
24 this matter and, in particular, this Court declare that the City is the owner of the
25 Airport Property in fee simple, and that the United States' act of requiring the City
26 to operate an airport in perpetuity is violative of the Fifth Amendment's protection
27 against taking without just compensation.

28

1 **FOURTH CLAIM FOR RELIEF**

2 **(For Violation of the Tenth Amendment to the U.S. Constitution)**

3 114. Plaintiff incorporates by reference the allegations set forth in
4 paragraphs 14 to 73.

5 115. The Tenth Amendment to the United States Constitution provides
6 “[t]he powers not delegated to the United States by Constitution, nor prohibited by
7 it to the States, are reserved for the States respectively, or to the people.”

8 116. Pursuant to the Tenth Amendment, the United States cannot
9 commandeer or otherwise demand and require a state or local government, or their
10 officials, to perform federal functions.

11 117. By requiring that Santa Monica operate the Airport in perpetuity, the
12 United States has commandeered Santa Monica for its own purposes.

13 118. Santa Monica purchased title to the Airport Property in fee simple in
14 1926.

15 119. Santa Monica used the property as an airport, but had no limitations on
16 what it could do on the property in the future.

17 120. The United States never owned the Airport Property; it only had a
18 brief leasehold interest in the property. Further, the United States’ leasehold in the
19 Airport Property was released through the 1948 Instrument of Transfer and the
20 leases expired by their own terms on April 28, 1953.

21 121. Despite lacking ownership of the Airport Property, the United States
22 has attempted to place, as a condition of surrendering its temporary leasehold
23 interest in the Airport Property, a requirement that Santa Monica agrees to
24 surrender its sovereignty and to operate the airport in perpetuity even if Santa
25 Monica does not wish to do so. This is coercion.

26 122. This coercive condition unconstitutionally forces Santa Monica to
27 forfeit its constitutional rights and to operate an airport as the FAA determines and
28 regardless of any contrary wishes of the City or its citizens.

1 123. The condition is also contrary to stated FAA policy. Chapter 23 of the
2 Airport Compliance Manual specifically addresses “Reversion of Airport Property.”
3 Section 23.3 of the Airport Compliance Manual provides that the right of reverter
4 “extends only to the title, right of possession, or other rights vested in the United
5 States at the time the United States transferred the property described in the
6 instrument to the grantee.” The United States government has never had a fee
7 simple interest in the Airport Property. The United States government did not have
8 a fee simple interest in the Airport Property at “the time the United States
9 transferred the property” back to Santa Monica under the Instrument of Transfer.
10 The only interest the United States had in the Airport Property was a leasehold
11 interest, which has since expired by its own terms.

12 124. The FAA’s acts and assertions will force Santa Monica to operate the
13 Airport against its wishes. This is against stated FAA policy, and also violates the
14 basic principal that the United States may not compel the states to enact or
15 administer a federal regulatory program.

16 125. The FAA’s acts and assertions therefore amount to a violation of Santa
17 Monica’s Tenth Amendment rights. Santa Monica is entitled to equitable relief
18 enjoining the FAA and the United States from further attempts to commandeer
19 Santa Monica to operate the Airport.

20 126. The City requests that, pursuant to 28 U.S.C. § 2201, this Court
21 declare the condition contrary to stated FAA policy, that the United States did not
22 have a fee simple interest in the Airport Property at the time the United States
23 transferred the property back to Santa Monica, and that the condition is violative of
24 Santa Monica’s Tenth Amendment right not to be compelled to enact or administer
25 a federal regulatory program.

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27
28

1 **FIFTH CLAIM FOR RELIEF**

2 **(For Violation of the Fifth Amendment to the U.S. Constitution-Due Process)**

3 127. Plaintiff incorporates by reference the allegations set forth in
4 paragraphs 14 to 73.

5 128. The Fifth Amendment of the United States Constitution provides
6 “[n]o person shall be . . . deprived of life, liberty, or property without due process of
7 law.”

8 129. Santa Monica has an established and protected property interest in the
9 Airport Property; it has at all times owned the Property in fee simple.

10 130. By asserting a requirement that Santa Monica operate the Airport in
11 perpetuity, the United States deprived Santa Monica of its right to control the
12 Airport Property.

13 131. The FAA’s assertion that Santa Monica must operate the Airport in
14 perpetuity or else the Airport Property will revert to the United States Government
15 in fee simple is contrary to the FAA’s policy as set forth in the Airport Compliance
16 Manual. Chapter 23 of the Airport Compliance Manual specifically addresses
17 “Reversion of Airport Property.” Section 23.3 of the Airport Compliance Manual
18 provides that the right of reverter “extends only to the title, right of possession, or
19 other rights vested in the United States at the time the United States transferred the
20 property described in the instrument to the grantee.” The United States did not
21 have a fee simple interest in the Airport Property at “the time the United States
22 transferred the property” back to Santa Monica under the Instrument of Transfer, or
23 at any other time. The only interest the United States had in the Airport Property
24 was a leasehold interest, which has since expired by its own terms.

25 132. The FAA’s assertions, which are contrary to the policy set forth in the
26 Airport Compliance Manual, are arbitrary and capricious and will result in grave
27 unfairness to Santa Monica and its citizens.

28

1 Santa Monica is the owner in fee simple of the Airport Property and title to the
2 Airport Property is quieted as against any interest of the United States.

3 3. This Court render a declaratory judgment providing that the claims of
4 the United States to the Airport Property are invalid and the United States has no
5 right, title, or interest in the Airport Property.

6 4. This Court render a declaratory judgment providing that the United
7 States' constructive confiscation of the Airport by prohibiting Santa Monica from
8 using the property for whatever purpose it desires constitutes a taking in violation
9 of the Fifth Amendment of the United States.

10 5. This Court render a declaratory judgment providing that the United
11 States' prohibition on Santa Monica from using the Airport Property for any other
12 purpose than as an airport constitutes a taking without just compensation in
13 violation of the Fifth Amendment of the United States Constitution.

14 6. This Court render a declaratory judgment that the United States' act of
15 placing a condition on the return of the Airport Property to Santa Monica was
16 coercion and that such coercion is contrary to stated FAA policies; and that this
17 coercion is violative of Santa Monica's Tenth Amendment right not to be
18 compelled to enact or administer a federal regulatory program.

19 7. This Court render a declaratory judgment that the United States'
20 decision to act contrary to stated FAA policy and its Congressional mandate with
21 respect to the City and the Airport Property is a deliberate flouting and abuse of
22 power in violation of Santa Monica's due process rights under the Fifth
23 Amendment.

24 8. This Court enjoin the United States from taking any action affecting
25 Santa Monica's right, title, or interest in the Airport Property.

26 9. This Court enjoin the United States from demanding or asserting in
27 any forum that Santa Monica must operate the Airport Property as an airport in
28 perpetuity.

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10. This Court order that the United States shall cease and desist from taking any action to require Santa Monica to operate the Airport Property as an airport after the 1984 Agreement expires in July of 2015.

11. That this Court order such further relief as the nature of the case may require.

Dated: October 31, 2013

OFFICE OF THE CITY ATTORNEY
SANTA MONICA, CALIFORNIA

By: Marsha Jones Moutrie
MARSHA JONES MOUTRIE
City Attorney

Dated: October 31, 2013

MORRISON & FOERSTER LLP

By: Don G. Rushing
DON G. RUSHING
Attorneys for Plaintiff
CITY OF SANTA MONICA

EXHIBIT A

LESSOR
LEASE

Wc 193-enc-7894 JST
NEGOTIATED LEASE

BETWEEN

CITY OF SANTA MONICA
AND
THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 30th day of December
in the year one thousand nine hundred and forty-one by and between

CITY OF SANTA MONICA, a Municipal Corporation of the State of
California,
whose address is City Hall, Santa Monica, California.

for itself, its ~~heirs, executors, administrators, successors, and assigns~~, hereinafter called
the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and
agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

That property commonly known as "Santa Monica Municipal Airport", situate
partly within the city of Santa Monica and partly within the city of Los
Angeles, County of Los Angeles, State of California, more particularly
described as follows:

Parcel 1: All that portion of the Santa Monica Municipal Airport lying
between a line 700.13 feet southeasterly from and parallel to the south-
easterly line of Ocean Park Boulevard, measured at right angles thereto,
and a line 1600 feet southeasterly from and parallel to the said south-
westerly line of Ocean Park Boulevard measured at right angles thereto
and extending from 25th Street, in the City of Santa Monica, to Bundy
Drive in the City of Los Angeles, California.

Parcel 2: All of that certain parcel of real property adjoining the ab-
ove described Parcel 1, on the southeasterly line thereof, having 100 feet
of frontage on said 25th Street, in City of Santa Monica, California,
being rectangular in shape and having a uniform depth of 765.37 feet.

Parcels 1 and 2 being subject to public utilities easements, if any.
Approximate total area of both parcels 1 and 2 is 35.37 acres.

Airport, tactical positions, barracks, or any use by military
forces of the United States of America.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning

December 3, 1941

and ending ~~xxx~~ twelve months from the date of the termination of the un-
limited National Emergency, as declared by the President of the
United States on May 27, 1941 (Proclamation 2437).

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of ~~and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least~~ ~~otherwise expire.~~ ~~Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the~~ ~~day of~~ ~~_____ days before this lease or any renewal thereof would~~ ~~expire.~~ ~~Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the~~ ~~day of~~ _____ day of _____

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

Nothing

7. The Government shall pay the Lessor for the premises rent at the following rate:

One Dollar (\$1.00) for the term hereof, receipt of which is hereby acknowledged.

Payment shall be made at the end of each

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located), which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted. Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government _____ days before the termination of the lease.

10-1860

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

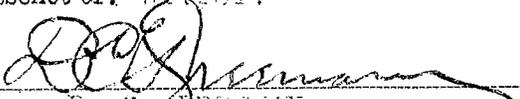
11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

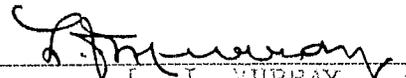
Paragraphs 5, 8, 9 and 10 deleted; paragraphs 12 to 17 inclusive, added; map of premises attached; all prior to execution hereof.

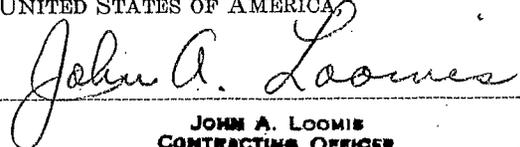
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of: WITNESSES:

CITY OF SANTA MONICA, a municipal corporation of the State of California.

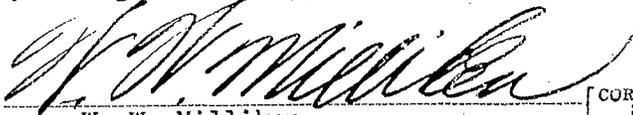

D. C. FREEMAN
Commissioner of Finance, ex-officio
(Address)
City Clerk, ex-officio Clerk of the City Council of the City of Santa Monica.


L. J. MURRAY Lessor.
Commissioner of Public Safety, and ex-officio Mayor of the City of Santa Monica,
UNITED STATES OF AMERICA.

By 
JOHN A. LOOMIS
CONTRACTING OFFICER
(Official title)

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, W. W. Milliken, certify that I am the Commissioner of Public Works Secretary of the corporation named as Lessor in the attached lease; that L. J. Murray and D. C. Freeman, who signed said lease on behalf of the Lessor, ^{were} then Commissioner of Public Safety and ~~was~~ Commissioner of Finance of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.


W. W. Milliken [CORPORATE SEAL]

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

1. This standard form of lease shall be used whenever the Government is the lessee of real property; except that when the total consideration does not exceed \$100 and the term of the lease does not exceed 1 year the use of this form is optional. In all cases where the rental to be paid exceeds \$2,000 per annum the annual rental shall not exceed 15 per centum of the fair market value of the rented premises at the date of lease. Alterations, improvements, and repairs of the rented premises by the Government shall not exceed 25 per centum of the amount of the rent for the first year of the rental term or for the rental term if less than 1 year.

2. The lease shall be dated and the full name and address of the lessor clearly written in paragraph 1.

3. The premises shall be fully described, and, in case of rooms, the floor and room number of each room given. The language inserted at the end of article 2 of the lease should specify only the general nature of the use, that is, "office quarters," "storage space," etc.

4. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.

5. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

6. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of his authority so to act shall be furnished.

7. Under paragraph 6 of the lease insert necessary facilities to be furnished, such as heat, light, janitor service, etc.

8. There shall be no deviation from this form without prior authorization by the Director of Procurement, except—

(a) Paragraph 3 may be drafted to cover a monthly tenancy or other period less than a year.

(b) In paragraph 5, if a renewal for a specified period other than a year, or for a period optional with the Government is desired, the phrase "from year to year" shall be deleted and proper substitution made. If the right of renewal is not desired or cannot be secured paragraph 5 may be deleted.

(c) Paragraph 6 may be deleted if the owner is not to furnish additional facilities.

(d) If the premises are suitable without alterations, etc., paragraph 8 may be deleted.

(e) Paragraph 9 provides that the lessor shall, "unless herein specified to the contrary, maintain the said premises in good repair, etc." A modification or elimination of this requirement would not therefore be a deviation.

(f) In case the premises consist of unimproved land, paragraph 10 may be deleted.

(g) When executing leases covering premises in foreign countries, departure from the standard form is permissible to the extent necessary to conform to local laws, customs, or practices.

(h) Additional provisions, relating to the particular subject matter mutually agreed upon, may be inserted, if not in conflict with the standard provisions, including a mutual right to terminate the lease upon a stated number of days' notice, but to permit only the lessor so to terminate would be a deviation requiring approval as above provided.

9. When deletions or other alterations are permitted specific notation thereof shall be entered in the blank space following paragraph 11 before signing.

10. If the property leased is located in a State requiring the recording of leases in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

Attached to and a part of Lease dated December 8, 1941, by and between CITY OF SANTA MONICA AND THE UNITED STATES OF AMERICA.

12. The Government reserves the right to cancel this lease or any renewal thereof upon giving thirty (30) days advance written notice to the Lessor.

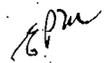
13. By reason of the previously existing contract by and between the Lessor and the Douglas Aircraft Co., Inc., dated November 13, 1940, and that certain License Agreement dated November 10, 1943, the Government hereby recognizes the right of said Douglas Aircraft Co., Inc., to the joint use of the Airport as provided in said contract and license.

14. The Government, during the period that said premises are used exclusively for military purposes, shall repair and maintain in serviceable condition the landing areas and improvements, facilities and equipment thereon used by the Government; provided that during the period of this lease or any renewal, whenever said premises are not used exclusively for military purposes, the Government shall perform its proportionate share of the repairs and maintenance of said premises to the extent made necessary by their use by the Government, and the Lessor shall perform its proportionate share of additional repairs and maintenance.

15. The Government is granted the right, during the existence of this lease, to camouflage the premises, and to construct or install in or upon the demised premises such improvements on landing and take-off facilities, runways, taxiways, fences, landing and obstruction lights, revetments, barracks, or other structures or improvements as may be deemed necessary by the Government, all of which structures or improvements shall be and remain the property of the Government and may be removed by the Government at or prior to the termination of this lease. The Government shall not be required by Lessor to restore the premises to the condition existing at the date hereof, except for the removal of all camouflage structures and all revetments thereon, which the Government will remove at or prior to termination hereof, but the Government may leave other improvements or any portion thereof it desires, (excepting said camouflage structures and revetments) on the premises in lieu of restoration. In no event shall the Government be held responsible for the reasonable and ordinary wear and tear, or damages by the elements, or by circumstances over which it has no control.

16. All provisions hereof requiring any act or expenditure of funds by the Government is subject to appropriations being available for such purpose or purposes.

17. It is understood and agreed by and between the parties hereto that, if or when, during the term of this lease, the Government should acquire fee title to any adjacent lands, at either the Easterly or Westerly ends of the airport for the purpose of extending the airport runways, the Government shall, upon completion of said extension or extensions, execute a lease to the City of Santa Monica on said parcel or parcels, on a joint use basis, for a consideration of (\$1.00) one dollar per annum receipt acknowledged, and to run concurrently for the remaining term of this lease.



RECORD OF PHYSICAL SURVEY OF LAND AND/OR BUILDINGS

CITY OF SANTA MONICA, a municipal corporation, of the State of California

~~RESIDENTIAL~~ OWNER ~~RESIDENTIAL~~

Henry Bauer
(NAME OF OFFICER)

Chief, Leasing Section
(RANK and ORGANIZATION)

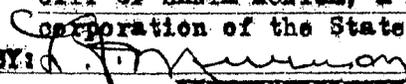
Santa Monica, California
(LOCATION)

December 8th, 1941
(DATE)

This record is to be appended to and made a part of an agreement entered into between the United States and the above named party.

1. IDENTITY OF PROPERTY: "SANTA MONICA MUNICIPAL AIRPORT"
2. OWNER: CITY OF SANTA MONICA
3. TOTAL AREA CONTRACTED FOR: 85.87 acres, more or less
 LAND: 85.87 acres BUILDINGS: none
4. CROPS: (Including orchards) none
5. BUILDINGS: (Condition) none
 FLOORS: _____ WALLS: _____ CEILINGS: _____ ROOF: _____
 ELEVATOR: _____ STAIRWAYS: _____ PLUMBING: _____ DRAINAGE: _____
6. CONTENTS OF BUILDINGS (Condition) Use reverse side. none
7. FENCING (Condition, amount and type) none
8. OTHER IMPROVEMENTS (Condition of) One NE-SW concrete runway which was constructed by WPA and GAA, paid for partly by City and partly by the Government.
9. REMARKS: No unusual conditions

CITY OF SANTA MONICA, a municipal corporation of the State of California.

BY: 
~~RESIDENTIAL~~ L. J. MURRAY,
Commissioner of Public Safety,
ex-officio Mayor of the City of
~~RESIDENTIAL~~
Santa Monica, City Hall, Santa
Monica, California.


Henry (OFFICER OF USING AGENCY) Bauer
Chief, Leasing Section
(RANK AND ORGANIZATION)

**RUNWAY LEASE
SUPPLEMENT NO. 1**

CLOVER FIELD
SANTA MONICA MUNICIPAL AIRPORT
SANTA MONICA, CALIFORNIA
SPB-5

Basic Airport Lease No. WO4-193-eng-4894
and Supplemental Agreement #1

BLOCK 6 SCHEDULE "F"
Pages 1 to 8 & Map Exhibit

SUPPLEMENTAL AGREEMENT NO. 1

This supplemental agreement entered into this 23rd day of July 1945, by and between the United States of America, hereinafter called the Government, represented by the contracting officer executing this agreement, and the CITY OF SANTA MONICA, municipal Corporation of the State of California, whose address is City Hall, Santa Monica, California.

hereinafter called the lessor, WITNESSETH that:

WHEREAS, on the 8th day December 1941, the parties hereto entered into Lease No. W 04-193-eng-4894 covering property known as "Santa Monica Airport, situate partly within the City of Santa Monica and partly within the City of Los Angeles, County of Los Angeles, State of California, containing approximately 88.87 acres all as more particularly described in said lease for the term commencing December 8, 1941, and ending twelve months from the date of the termination of the unlimited National Emergency as declared by the President of the United States on May 27, 1941 (Proclamation 2487), and

WHEREAS, it is found advantageous and in the best interests of the United States to modify the said lease for the following reasons:

a. to accept an offer by the lessor for a cash settlement in lieu of the Government's obligation to remove revetments "A" and "B" from the leased premises and to restore the site of said revetments to its original condition; and to waive any and all claims for damages to those portions of the leased premises on which said revetments are located.

b. To release the Government from any and all liability arising out of the obligation of the Government to remove camouflage structures from those portions of the leased premises upon which said revetments are located.

c. To include a covenant against contingent fees; and

WHEREAS under the terms of Paragraph 15 of said lease, the Government is obligated to restore the leased premises by removal of camouflage structures and revetments; and

WHEREAS, the camouflage structures and revetments "A" and "B" were declared surplus by the Government on 10 April 1945; and whereas, the Lessor has given notice that restoration of the premises by the Government in accordance with Paragraph 15 of said lease will be required; and

WHEREAS those camouflage structures installed by the Government upon said premises have been removed from the premises; and

WHEREAS, it has been determined to be advantageous and in the interests of the Government to negotiate a settlement in lieu of restoration of the portion of the premises occupied by said revetments "A" and "B"; and whereas, the Lessor is willing, in lieu of performance by the Government of the restoration of that portion of the leased premises occupied by said revetments, are required by said lease, to accept the sum of THREE THOUSAND and no/100 DOLLARS (\$3,000.00) in consideration of the release and discharge of the Government, its officers, agents, and employees from any and all manner of actions, liability and claims for said restoration of the premises or arising out of the construction and location of said camouflage structures and revetments on said portions of the leased premises by the Government.

NOW THEREFORE: The said lease is hereby modified in the following particulars, but in no others:

1. The Government shall pay to the Lessor the sum of THREE THOUSAND and no/100 DOLLARS (\$3,000.00) representing the cost of restoration of those portions of the leased premises occupied by said revetments "A" and "B" and the cost of removal of said revetments "A" and "B".

2. That the Lessor hereby renounces, releases, and forever discharges the Government, its officer, agents, and employees, of and from any and all manner of actions, liability, and claims against the Government, its officers and agents, which the Lessor now has or ever will have for the restoration of those portions of said leased premises occupied by said revetments "A" and "B" or by reason of any other matter, cause or thing whatsoever particularly arising out of the construction and location of said camouflage structures and revetments "A" and "B" on the leased premises.

3. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for the general benefit.

4. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bonafide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Witness:

THE UNITED STATES OF AMERICA

/s/ O. G. Born

George A. Hart, Jr.
Contracting Officer

(Official Title)

CITY OF SANTA MONICA
/s/ D. C. Freeman
Commissioner of Finance, ex-officio
Acting Mayor of the City of S. M.
City Hall
(Address)

Approved /s/ W. W. Millican
(Date)

Santa Monica

Commissioner of Public Works,
ex-officio Street Superintendent,
of the City of Santa Monica

(If Lessor is a corporation the following certificate shall be executed by the secretary or assistant secretary).

I, ADA H. MATTHEWS, certify that I am a Deputy City Clerk of the corporation named as Lessor in the attached Supplemental Agreement No. 1; that D. C. FREEMAN, who signed said Supplemental Agreement No. 1 on behalf of the Lessor, was then Acting Mayor of said city corporation; that said Supplemental Agreement No. 1 was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

/s/ Ada H. Matthews (Corporate Seal)

**RUNWAY LEASE
SUPPLEMENT NO. 2**

SUPPLEMENTAL AGREEMENT NO. 2

This supplemental agreement, entered into this 15th day of July 1946, by and between THE UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this agreement, and the CITY OF SANTA MONICA, a political subdivision of the state of California, whose address is City Hall, Santa Monica, California, hereinafter called the Lessor, WITNESSETH that:

WHEREAS, on the 8th day of December, 1941, the parties hereto entered into Lease No. W04-193-eng-4894 for that certain property commonly known as the Santa Monica Municipal Airport, comprising 85.27 acres, more or less, as more particularly described in Paragraph 2 of said lease, which said lease was formally modified by Supplementary Agreement No. 1 between the parties, dated 23 July 1945; and

WHEREAS, it is found advantageous and in the best interests of the United States to further modify the said lease for the following reasons:

1. To relieve the Government of all maintenance and operation costs;
2. To relieve the Government of the payment of rental under the terms of said lease;

NOW, THEREFORE: The said lease is hereby modified in the following particulars, but in no others:

Effective 15 July 1946, and during the term that certain Interim License is in effect between the Government and the City of Santa Monica covering the use, maintenance and operation by the City of Santa Monica of the landing area and certain airport facilities on the Santa Monica Municipal Airport, Santa Monica, California, and in conformance with the terms thereof, the Government is hereby relieved of all maintenance and operation costs, and the payment of rental required of the Government by said lease, covering that portion of the landing area and airport facilities embraced by said license.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

WITNESSES:

THE UNITED STATES OF AMERICA

By _____

CITY OF SANTA MONICA

(SEAL)

(SIGNED) D. C. FREEMAN
Commissioner of Finance, ex-officio
City Clerk of the City of Santa Monica

(SIGNED) RAY E. SCHAFER
Commissioner of Public Safety,
Title ex-officio Mayor of the
City of Santa Monica.

(Address)

I, D. C. FREEMAN, certify that I am the Commissioner
of Finance, ex-officio
City Clerk of the political subdivision, City of Santa
Monica named as lessor in the attached Supplementary Agreement No. 2;
that RAY E. SCHAFER, who signed said Supplementary
Agreement No. 2 on behalf of the lessor, was then Commissioner of Public
Safety, ex-officio
Mayor of said political subdivision, City of Santa Monica;
that said Supplementary Agreement No. 2 was duly signed for and in behalf
of said corporation by authority of its governing body, and is within the
scope of its corporate powers.

(SEAL)

(SIGNED) D. C. FREEMAN. (CORPORATE SEAL)

EXHIBIT B

LEASE

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority.

BETWEEN **CITY OF SANTA MONICA**

AND

THE UNITED STATES OF AMERICA

the available balance of which is sufficient to cover cost of same.

1. THIS LEASE, made and entered into this **first** day of **December** in the year one thousand nine hundred and **forty-one** by and between **City of Santa Monica, a Municipal Corporation** whose address is **City Hall, Santa Monica, Los Angeles County, California**

for **itself, its** heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and **THE UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:
That portion of the Santa Monica Municipal Golf Course, in the City of Santa Monica, County of Los Angeles, State of California, described as follows: Bounded on the Northwest by a line parallel to and distant 1800 feet southeasterly from the southeasterly line of Ocean Park Boulevard, measured at right angles to said Ocean Park Boulevard; bounded on the northeast by the southwesterly line of Centinela Avenue, bounded on the southeast by the City Limit line of the City of Santa Monica, California, and bounded on the southwest by the northeasterly line of Twenty-seventh street in the said City, containing approximately 83 acres, together with the two-one-story frame utility and repair shops containing approximately 2600 square feet and all of the one-story stucco Club House, excepting the Golf Shop, restaurant and lobby, consisting of approximately 2400 square feet. Also Lot A of the George Tract, as per map recorded in Book 16, Page 21 of Maps, Records of said County, said lot being included in the above mentioned 83 acres.

/s/
WVVM
DCF
LJM

to be used exclusively for the following purposes (see instruction No. 3): **Military purposes.**

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning **December 1, 1941** and ending with **June 30, 1942**
The Lessor hereby consents to the extension of this lease for the fiscal year beginning July 1, 1942, and ending June 30, 1943.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of **One hundred fifty and no/100 dollars (\$150.00) per month.** and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least **fifteen (15)** days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the **30th** day of **June, 1947**

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

Nothing.

7. The Government shall pay the Lessor for the premises rent at the following rate:
One hundred and fifty and no/100 dollars (\$150.00) per month

Finance Officer, U. S. Army, 3576 Wilshire Blvd., Los Angeles, is designated to pay this account.

Payment shall be made at the end of each **calendar month.**

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the

Lessor shall give written notice thereof to the Government **twenty (20)** days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The Government reserves the right to cancel this lease at any time during its life or renewal thereof by giving thirty days written notice to the Lessor.

Paragraphs 3a and E added prior to execution hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

CITY OF SANTA MONICA, a municipal Corporation

/s/ D. G. Freeman
Commissioner of Finance of the
City of Santa Monica
(Address)

BY: /s/ L. J. Murray
Commissioner of Public Safety Lessor.
ex-officio Mayor of the City of
Santa Monica
UNITED STATES OF AMERICA.

/s/ R. A. Krueger
Deputy City Clerk

By Ray T. Marsh-1st Lieut. Corps of
Engineers, Contracting Officer

(Official title)

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, D. G. Freeman, certify that I am the Commissioner of Finance
ex-officio Clerk of the City Council
Secretary of the corporation named as Lessor in the attached lease; that L. J. Murray

Commissioner of Public Safety, who signed said lease on behalf of the Lessor, was then
ex-officio Mayor of said corporation; that said lease was duly signed for and
in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

/s/ D. G. Freeman

[CORPORATE SEAL]

**GOLFCOURSE LEASE
SUPPLEMENT NO. 1**

Received 3:30 PM
Dec. 15, 1944.
from City City.

Lease No. W-3460-eng-549
NEGOTIATED AGREEMENT

LESSOR
SUPPLEMENTAL AGREEMENT NO. 1

786-A

Jax

This supplemental agreement entered into this 20th day of December, 1944, by and between the City of Santa Monica, a municipal corporation, whose address is City Hall, Santa Monica, California, for itself, its successors, and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH THAT:

WHEREAS, on the first day of December 1941, Lease No. W-3460-eng-549 was entered into between the lessor and the Government covering the Santa Monica Municipal Golf Course in the city of Santa Monica, County of Los Angeles, State of California, containing approximately 83 acres, together with certain buildings located thereon, all as more particularly described in the said lease for the period December 1, 1941 to June 30, 1943, with option of renewal annually thereafter to June 30, 1947, which lease was duly renewed by the Government to June 30, 1945, and

WHEREAS, it is found advantageous and in the best interests of the Government to modify the said lease for the following reasons:

- **The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, are chargeable to Procurement Authority 508-1362-P330-05 A 095-25 the available balance of which is sufficient to cover cost of same.
- a. To modify said lease in connection with the proposed construction of a new runway at Clover Field, Santa Monica, Calif.
 - b. To accept an offer by the Lessor for a cash settlement in lieu of the Government's obligation to restore the leased premises to their original condition, and to waive any and all claims for future damages to said premises.
 - c. To reduce the rental for said premises.
 - d. To dispense with the service of Notice of Renewal for each fiscal year, as now required under said lease.
 - e. To change the Purpose Clause of said lease.
 - f. To extend the term of said lease;
- **

and

WHEREAS, the Lessor has given notice that restoration of the premises by the government, in accordance with Paragraph 8 of said lease, will be required; and

WHEREAS, it has been determined to be advantageous and in the interest of the Government to relinquish, transfer, and deliver to the Lessor the title to certain improvements which are no longer required by the Government; and

WHEREAS, the Lessor is willing, in lieu of performance by the Government of the restoration required by said lease, to accept such improvements and to accept a sum of One Hundred Fifty Thousand and no/100 (\$150,000.00) dollars in consideration of the difference between the value of said improvements and the estimated cost of restoration.

NOW, THEREFORE, in consideration of the premises, the parties do hereby mutually agree as follows; and the said lease is hereby modified in the following particulars, but in no others:

1. Paragraph 2 of said lease is hereby modified, effective January 1, 1945; to eliminate that portion of the one-story stucco Clubhouse now under lease, consisting of 2400 square feet so as to read as follows:

"2. The Lessor hereby leases to the Government the following described premises, viz:

That portion of the Santa Monica Municipal Golf Course in the City of Santa Monica, County of Los Angeles,

State of California, described as follows:
Bounded on the Northwest by line parallel to and distant 1600 feet southeasterly from the southeasterly line of Ocean Park Blvd., measured at right angle to said Ocean Park Blvd; bounded on the Northeast by the southwesterly line of Centinela Ave; and bounded on the southeast by the City limit line of the City of Santa Monica, California; and bounded on the Southwest by the northeasterly line of 27th Street in the said City; also lot "A" of the George Tract, as per map recorded in Book 16, Page 21 of Maps Records of said County; said premises containing approximately 83 acres; TOGETHER WITH the two one-story frame utility and repair shops containing approximately 2600 square feet; but EXCEPTING THEREFROM the one-story stucco Clubhouse now located on the Northwest corner of the premises herein described:

to be used exclusively for the following purposes: Construction of a runway, airport use, and other Military purposes."

2. Paragraphs 3 and 5 of said lease are deleted, and there is inserted in lieu thereof the following Paragraph 3:

"3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1944 through June 30, 1945, provided that unless the Government shall give notice of termination in accordance with provisions 12 hereof, this lease shall remain in force thereafter from year to year without further notice; provided, further, that adequate appropriations are available from year to year for the payment of rentals; and provided, further, that this lease shall in no event extend beyond the twelve months after the official termination of the existing emergency as declared by the President of the United States on May 27, 1941 (Proclamation 2487)."

3. Paragraph 7 of said lease is hereby modified so as to read as follows:

"7. The Government shall pay the Lessor for the premises rental at the following rate:

One Hundred Fifty and no/100 (\$150.00) dollars per month to and including December 31, 1944; thereafter, one and no/100 (\$1.00) dollars for the remainder of the term hereof; receipt of which One Dollar is hereby acknowledged. Payment shall be made at the end of each calendar month by the Finance Officer, United States Army, 450 Mission St., San Francisco, California."

4. Paragraph 8 of said lease is hereby modified so as to read as follows:

"8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures or signs in or upon the premises hereby leased; which fixtures, additions or structures so placed in or upon or attached to said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease."

5. The Government hereby relinquishes, transfers, and delivers to the Lessor the improvements shown on Schedule "A" attached hereto, heretofore made and constructed by the Government now in and upon the land and premises above described.

6. The Government shall pay to the Lessor the sum of One Hundred Fifty Thousand (\$150,000.00) dollars, in consideration of the difference between the value of said improvements and the estimated cost of the restoration required by said lease.

SCHEDULE "A"

Government-owned Improvements Transferred to Lessor Under
Supplemental Agreement No. 1 to

Dease No. W-3460-eng-549

All revetments located on the leased premises, excepting one revetment located south of the Government hangar buildings used by Army Air Force, Western Technical Training Command.

All Government-owned structures, alterations and additions in, about or attached to the one-story stucco Clubhouse located in the Northwest corner of the leased premises, including camouflage structures, material and netting built over or attached to said Clubhouse building.

(If Lessor is a corporation, the following certificate shall be executed by the Secretary or Assistant Secretary)

I, D. C. FREEMAN certify that I am the Commissioner of Finance of the City of Santa Monica, a Municipal Corporation, named as Lessor in the attached lease; that L. J. MURRAY who signed said lease on behalf of the Lessor, was then Comm. of Public Safety of said Municipal corporation; that said lease was duly signed for and in behalf of said Municipal Corporation by authority of its governing body, and is within the scope of its corporate powers.

SEAL.

(SIGNED) D. C. FREEMAN

(CORPORATE SEAL)

LESSOR

TERMINAL JOINT SURVEY AND CONDITION REPORT

This Terminal Joint Survey and Condition Report is made by the undersigned lessor and the undersigned representative of the Government in connection with the amendment of Lease No. W-3460-eng-549 by Supplemental Agreement No. 1, which Supplemental Agreement provides for payment of a cash settlement to the lessor in lieu of the Government's obligation to restore the leased premises and which deletes from said lease any obligation by the Government to restore the leased premises at the termination of said lease.

The following items of restoration are considered by the lessor to be the only items which are the responsibility of the Government, taking into consideration (a) the original Joint Survey and Statement of Condition of Premises and (b) ordinary wear and tear based on the purpose of the lease, and are the only items for which the lessor demands restoration.

The following improvements and installations have been constructed: barracks, latrines, towers, sheds, hangars, reinforced concrete shelters, camouflage buildings, roadways and streets, underground shelters, concrete and dirt revetments; gravel, macadam and asphalt streets, runways, roads and parking areas; wood fences, bridges and culverts. Communication trenches, fox holes and building foundations have been excavated. Concrete foundations, piers and slabs have been constructed and a dump site established.

Contour of practically the entire area of the property has been altered. Large areas have been treated with weed killing chemicals and the top soil rendered sterile. All tame grass is dead over the entire property. At least 260 trees and 100 shrubs of assorted sizes and varieties have been destroyed. Approximately 200 tree stumps remain on the property.

Eighteen Greens, two putting Greens and sixteen Fairways and Tees have been obliterated. Two Fairways and Tees are covered with camouflage buildings.

The water and sprinkling system has been destroyed or damaged over the entire property. The top soil from large areas has been removed from the property. A woven wire fence has been removed from south boundary line and established in a different location.

The steel pipe handrail from the Clubhouse to the Starters booth has been removed.

One door and all windows and window panes have been removed from the Starters booth.

SURVEY OF CLUBHOUSE

Large quantities of roof tiles are broken. Parts of the exterior walls are painted with camouflage paint and other parts are streaked with stain. A wooden frame has been attached to the walls and constructed across the roof to support a camouflage net. Four light shades and globes

are missing from the west porch and five light shades and globes are missing from the east porch.

Men's Toilet Room (In Clubhouse)

Part of tile trim around window has been removed. Two toilet seats, one toilet tank cover and four door knobs are missing. The original concealed hot and cold water pipes have been disconnected and exposed pipes have been installed. Paint is peeling from the ceiling and walls. Plaster has been removed from below the window and holes have been bored through the west partition wall. The tile floor is soiled and stained. One window screen is missing.

Men's Shower Room (In Clubhouse)

Exposed water pipes have been installed and the original system disconnected. Pipe holes have been bored through the west wall. Paint is peeling from the ceiling and walls. Pipe holes bored through tile wainscot. Two panes of obscure glass are cracked in the west window. There are several nail holes in the plaster on the north wall.

Men's Locker Room (In Clubhouse)

Three panes of obscure glass are broken in west windows. Cast iron frame on water heater is broken, partition has been removed. Two wooden panels are split in outside door. Five knobs and bolts are missing from doors. Two light shades and globes are missing. Large holes have been cut in the plaster walls and ceiling near the water heater. Numerous nail holes appear in the plaster on the four walls. The west half of the south wall and a strip of the ceiling have been damaged by water. The walls are soiled. Several holes have been broken through the concrete floor.

Men's Lounge Room (In Clubhouse)

A mullion in the west window has been loosened and pushed inward. One pane of obscure glass is cracked. Holes have been bored through the exterior wall and window casing. Plaster has been removed from above window. There are water stains on the ceiling and the walls are soiled. Insulated wiring has been attached to the walls and ceiling. A partition and chair rail has been constructed.

Repair Shop (In Clubhouse)

One enameled steel sink and waster trap is missing. One pane of clear glass is broken in south window. The oak floor in the south room is scarred, scratched and has several holes gouged in it. One wooden panel lock and night-latch have been removed from the outside door. The oak floor in the north room has been saturated with oil. There are several small holes in the plastered walls. The walls and ceiling are soiled. Three light globes are missing.

GOLF SHOP(In Clubhouse)

Two panes of clear glass from east door are missing. One pane of clear glass is missing from east window and one pane of clear glass above window is cracked. The lock is missing from the east door. One lamp shade and globe are missing. Two holes have been broken in the concrete floor. The walls and ceiling are soiled and there are numerous small holes in the plaster on walls.

Main Lounge Room or Restaurant (In Clubhouse)

Nine panes of clear glass have been removed from the west wall doors and one pane from the east door. Two window sashes and glass panes are missing from east window. One partition with glass panels has been removed. The wooden door to supply room has been cut into two sections. Six glass doors and all shelving from the trophy cases are missing. Four light fixtures, 15 upholstered stools and three door locks are missing. One hardwood serving counter has been removed and left outside in the weather. Parts of two light fixtures are missing. One floor sink has been removed. Four light shades and thirty-three light globes are missing. The walls are soiled and there are several small holes in the plaster.

Kitchen (In Clubhouse)

Two wood panel cupboard doors are missing. One skylight is broken. Shelves have been installed across the east wall. Paint on walls, doors and cabinets is badly scarred and soiled. Paint on ceiling is badly soiled and is peeling off. The original water pipes have been disconnected and new surface pipes installed. There are many pipe and nail holes in the plastered walls. One pane of obscure glass is broken in the skylight. One electric switch, one faucet handle and one cupboard door latch are missing.

Storage Room No. 1(In Clubhouse)

Shelving has been installed across the north and west walls. The walls are soiled and the plastered walls have numerous nail holes.

Women's Lounge Room(In Clubhouse)

One outside door is missing and the screen door has been detached. Five holes have been bored through the window sashes, two holes through the outside door casing. Plaster has been removed from a small area below the east window. One hole has been bored through the south wall and there are many nail holes in the walls. Paint on the inside door is badly soiled and scarred. The walls are streaked and soiled. The ceiling is soiled. Paint on the floor border is peeling off.

Women's Locker Room (In Clubhouse)

Four holes have been bored through the window casing. Paint on doors ~~xxxx~~ and walls is scarred and badly soiled. One attached wall mirror is missing and the spot where it was is painted a different color. There are many nail holes in the plastered walls.

Women's Wash, Shower and Toilet Room (In Clubhouse)

One wall lavatory and one toilet have been removed and installed in adjoining storeroom. Surface water and drain pipes were installed. One steel shower panel has been detached from the wall. Plaster and steel lath have been removed from a large area of the partition wall of adjoining storeroom. One shower head and four sets of shower faucet handles are missing. Paint on walls, doors, ceiling, cabinet and shower cabinets is badly marred and soiled. Paint is peeling from walls and ceiling. There are numerous nail holes in plaster on east wall.

Storeroom No. 2 (In Clubhouse)

A wood partition and platform have been constructed. A toilet and wall lavatory have been installed with surface water pipe and drains. There are several pipe and nail holes in the west wall. The walls are soiled.

SURVEY OF SHOP BUILDING

Approximately 80 feet of partitions were installed. Eight window sashes and panes, one door and six door locks are missing. Two enamel sinks are missing. The original water and drain pipes have been disconnected and surface pipes installed. The original electrical wiring has been disconnected and surface wiring installed. Eight light fixtures are missing.

SURVEY OF GROUNDS BUILDING

Latrine in Southeast Corner

One low-tank toilet, one toilet seat, one toilet tank cover, one soap dispenser, one lavatory trap, two swinging doors and two window sashes and panes are missing.

Corrugated Iron Storage Building

One window sash and glass panes is missing. There is a large hole in the west wall.

Storage Shack

No change.

Tool Shed

A lean-to has been constructed. Three window sashes and glass panes, and one wood paneled door are missing.

Latrine on West Boundary

Two panel doors, one low-tank toilet, one wall lavatory, and one tank cover are missing. Two window panes are broken.

MISCELLANEOUS

Eleven wooden bridges and culverts are missing.

CITY OF SANTA MONICA, a municipal corporation,

By (SIGNED) L. J. MURRAY
Commissioner of Public Safety, ex-officio Mayor of the City of Santa Monica.

(SEAL)

ATTEST:

(SIGNED) D. C. FREEMAN
Commissioner of Finance, ex-officio City Clerk, ex-officio Clerk of the City Council of the City of Santa Monica.

WITNESS:

(SIGNED) ADA H. MATTHEWS

Dated 20 December 1944.

(SIGNED) Orval N. Nail

(United States Representative)

(Signed) Negotiator Used Real Estate

(Rank, Organization, Station)

(Owner or authorized representative)

(Address)

**GOLFCOURSE LEASE
SUPPLEMENT NO. 2**

SUPPLEMENTAL AGREEMENT NO. 2

This supplemental agreement, entered into this 15th day of July, 1946, by and between THE UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this agreement, and the CITY OF SANTA MONICA, a political subdivision of the State of California, whose address is City Hall, Santa Monica, California, hereinafter called the Lessor, WITNESSETH that:

WHEREAS on the 1st day of December, 1941, the parties hereto entered into Lease No. W3460-eng-549 for that certain property commonly known as the Santa Monica Municipal Golf Course, comprising 83 acres, more or less, as more particularly described in Paragraph 2 of said lease, which said lease was formerly modified by Supplemental Agreement No. 1 between the parties, dated 20 December 1944, and

WHEREAS, it is found advantageous and in the best interest of the United States to further modify the said lease for the following reasons:

1. To relieve the Government of all maintenance and operation costs;
2. To relieve the Government of the payment of rental under the terms of said lease;

NOW, THEREFORE: The said lease is hereby modified in the following particulars, but in no others;

Effective 15 July 1946, and during the term that a certain Interim License is in effect between the Government and the City of Santa Monica covering the use, maintenance and operation by the City of Santa Monica of the landing area and certain airport facilities on the Santa Monica Municipal Airport, Santa Monica, California, and in conformance with the terms thereof, the Government is hereby relieved of all maintenance and operation costs, and the payment of rental required of the Government by said Lease, covering that portion of the landing area and airport facilities embraced by said license.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

WITNESSES:

THE UNITED STATES OF AMERICA,

By (SIGNED) FRED H. JOHNSTON
Fred H. Johnston
Contracting Officer

CITY OF SANTA MONICA

(SIGNED) D. C. FREEMAN
Commissioner of Finance, ex-officio
City Clerk of the City of Santa
Monica.

By (SIGNED) RAY E. SCHAFER.
Commissioner of Public Safety, ex-
Title officio Mayor of the city of
Santa Monica
City Hall, Santa Monica, Calif.
(Address)

(SEAL)

I, D. C. FREEMAN, certify that I am the Commissioner of Finance, ex-officio CITY CLERK. of the political subdivision, City of Santa Monica named as Lessor in the attached Supplemental Agreement No. 2; that RAY E. SCHAFER, who signed said Supplemental Agreement No. 2 on behalf of the Lessor, was then Commissioner of Public Safety, ex-officio Mayor. of said political subdivision, City of Santa Monica; that said Supplemental Agreement No. 2 was duly signed for and in behalf of said City of Santa Monica by authority of its governing body, and is within the scope of its corporate powers.

(SEAL)

(SIGNED) D. C. FREEMAN (CORPORATE SEAL)

EXHIBIT C

INSTRUMENT OF TRANSFER

KNOW ALL MEN BY THESE PRESENTS:

Deed # 4 CCS

That, the UNITED STATES OF AMERICA, acting by and through the WAR ASSETS ADMINISTRATION 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, as amended, and applicable rules, regulations, and orders, PARTY OF THE FIRST PART, in consideration of the assumption by the CITY OF SANTA MONICA, a body corporate and politic under the laws of the State of California, PARTY OF THE SECOND PART, 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 to said City of Santa Monica, its successors and assigns, under and subject to the reservations, restrictions, and conditions, exceptions, and reservation of rights hereinafter set out, all its right, title, interest, and claim in and to the following described real, personal, or mixed property situated in the County of Los Angeles, State of California, to wit:

(1) Tract #1 - A temporary easement granted by Raymond E. Wright and Lula Nancy Marter Wright, husband and wife to the United States of America, by easement deed dated 21 October 1942, for right-of-way to locate, relocate, construct, reconstruct, maintain, repair, operate, renew, enlarge, remove and replace, increase and/or change the number and/or size of conduits, pipes, pipe lines, accessories and appurtenances for the conveyance and disposal of sewage and/or effluent under, over, along and upon that certain land situated in the County of Los Angeles, State of California, described as follows:

A strip of land 10 feet in width, situate in the City of Los Angeles, County of Los Angeles, State of California, being under and across a portion of Lot 94, Tract No. 12450, as per map recorded in Book 235, Pages 20 and 21 of Maps, Records of Los Angeles County, lying 5 feet on each side of the following described center line.

Beginning at the intersection of the Southeasterly line of said Lot 94 with the center line of Wasatch Avenue, (60 feet in width), said point being North 32° 34' 40" West, a distance 158.81 feet from the intersection of the center line of Wasatch Avenue and the center line of Woodgreen Street (60 feet in width); thence North 32° 34' 40" West along the Northwesterly prolongation of the center line of Wasatch Avenue a distance of 44.00 feet to a point in the Northwesterly line of said Lot 94, containing 440 square feet, more or less.

(2) Tract #2 - A temporary easement granted by the Southern California Water Company, a corporation organized and existing under and by virtue of the laws of the State of California, to the United States of America, by easement deed dated 22 October 1942, for right-of-way to locate, relocate, construct, reconstruct, maintain, repair, operate, renew, enlarge, remove and replace, increase and/or change the number and/or size of conduits, pipes, pipe lines, accessories and appurtenances for the conveyance and disposal of sewage and/or effluent under, over, along and upon that certain land situated in the County of Los Angeles, State of California, described as follows:

A strip of land 10 feet in width, situate in the City of Los Angeles, County of Los Angeles, State of California being under and across a portion of the Subdivision of the Lands of Samuel Cripe in the Rancho La Ballona as per map recorded in Book 1, Page 64,

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Licensed Surveyors Maps, Records of said County lying 5 feet on each side of the following described center line: Beginning at the intersection of the Northwesterly line of Lot 94, Tract No. 12450, as per map recorded in Book 235, Pages 20 and 21 of Maps, Records of Los Angeles County, with the Northwesterly prolongation of the center line of Wasatch Avenue, (50 feet in width) said point being N 32° 34' 40" West, a distance of 182.81 feet from the intersection of the center line of Wasatch Avenue and the center line of Woodgreen Street, (60 feet in width); thence North 32° 34' 40" West along the Northwesterly prolongation of the center line of Wasatch Avenue, a distance of 16 feet to the Northwesterly line of said Subdivision of the Lands of Samuel Cripe in the Rancho La Ballona, containing 160 square feet, more or less.

(3) Tract #3 - A temporary easement granted by the Bank of America National Trust & Savings Association, a national banking association, owners, and Gore Bros. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, Vendee, under a land purchase contract, to the United States of America, by easement deed dated 21 October 1942, for right-of-way to locate, relocate, construct, reconstruct, maintain, repair, operate, renew, enlarge, remove and replace, increase and/or change the number and/or size of conduits, pipes, pipe lines, accessories and appurtenances for the conveyance and disposal of sewage and/or effluent under, over, along and upon that certain land situated in the County of Los Angeles, State of California, described as follows:

A strip of land 10 feet in width situate in the City of Los Angeles, County of Los Angeles, State of California, being under and across a portion of the 10.70 Acres of Fractional Jose De La Luz Machado 61.97334 Acres in the Rancho La Ballona, (District Court Case Number 2722) as per map recorded in Book 3, Pages 204 to 209 inclusive, Miscellaneous Records of Los Angeles County, lying 5 feet on each side of the following described center line: Beginning at the intersection of the Southeasterly line of said Fractional Jose De Luz Machado 61.97334 Acres with the Northwesterly prolongation of the center line of Wasatch Avenue (Wasatch Avenue shown on Tract No. 12450, as per map recorded in Book 235, Pages 21 and 20 of Maps, Records of said County) said point being North 32° 34' 40" West along the Northwesterly prolongation of the center line of Wasatch Avenue, a distance of 198.81 feet from the intersection of the center line of Wasatch Avenue (50 feet in width) and the center line of Woodgreen Street (60 feet in width); thence North 32° 34' 40" West 11.19 feet; thence North 65° 08' 43" West 442.15 feet to a point in the Northwesterly line of said Fractional Jose De Luz Machado 61.97334 Acres, containing 4533 square feet, more or less.

(4) Tract #4 - A temporary easement granted by Gore Bros. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, to the United States of America, by easement deed dated 20 October 1942, for right-of-way to locate, relocate, construct, reconstruct, maintain, repair, operate, renew, enlarge, remove and replace, increase and/or change the number and/or size of conduits, pipes, pipe lines, accessories and appurtenances for the conveyance and disposal of sewage and/or effluent under, over, along and upon that certain land situated in the County of Los Angeles, State of California, described as follows:

A strip of land 10 feet in width, situate in the City of Los Angeles, County of Los Angeles, State of California, being under and across a portion of Fractional Jose De La Luz Machado 61.97334 Acres in the Rancho La Ballona (District Court Case No. 2722) as per map recorded in Book 3, Pages 204 to 209 inclusive, Miscellaneous Records of Los Angeles County, lying 5 feet on each side of the following described center line: Commencing at the intersection of

the center line of Wasatch Avenue (50 feet in width) and Woodgreen Street (60 feet in width), shown on Tract No. 12450, as per map recorded in Book 235, Pages 20 and 21 of Maps, Records of Los Angeles County; thence North 32° 34' 40" West along the center line and prolongation of the center line of said Wasatch Avenue, a distance of 210.00 feet; thence North 65° 08' 43" West 442.15 feet to the TRUE POINT OF BEGINNING. Thence North 65° 08' 43" West 425.10 feet; thence North 33° 33' 55" West 25.59 feet to the point of termination in the Southeasterly line of Woodbine Avenue (27 feet wide) shown on Tract No. 12367 as per map recorded in Book 249, Page 13 of Maps, Records of Los Angeles County; said point of termination being North 57° 11' 50" East 25.50 feet from the most Southerly corner of said Tract No. 12367.

(5) Tract #5 - A temporary right-of-way for construction, operation, maintenance, renewal, and removal of a sewer line along, across, beneath and over the following described property, to wit:

The Southwesterly ten (10) feet of Lot 62 of Tract 12367, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 249, Pages 12 and 13 of Maps, records in the Office of the County Recorder of said County and State, granted by a lease entered into by and between the Bank of America National Trust and Savings Association, a National Banking Association, and the United States of America, on 1 September 1942, as modified by Supplemental Agreements: #1, dated 10 January 1944, #2, dated 31 July 1944, #3, dated 4 August 1946, and #4, dated 30 December 1946, which was duly transferred and assigned to the Capital Company, a California Corporation, on 7 September, 1945.

(6) That certain sewer pipe line constructed pursuant to and all rights acquired by, that certain Resolution of 9 October 1942, in the Minutes of the Board of Public Works, City of Los Angeles, Page 205, Book No. 325, granting permission to the Federal Government to install a sanitary sewer in Stewart Avenue between Rose Avenue and Woodbine Streets.

(7) Those certain chattels enumerated in Schedule "A" attached hereto and made a part hereof as though fully set forth hereat.

EXCEPTING, HOWEVER, from this conveyance all right, title, and interest in and to all property in the nature of equipment, furnishing, and other personal property located on the land leased from the City of Santa Monica as hereinafter set out, which can be removed from the land wit out material injury to the land or structures located thereon, other than those chattels enumerated in Schedule "A" attached hereto and made a part hereof as though fully set forth hereat, and reserving to the PARTY OF THE FIRST PART 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.

Further, the PARTY OF THE FIRST PART, for the consideration hereinabove expressed, does hereby surrender, subject to the terms and conditions of this instrument, to the PARTY OF THE SECOND PART, the former's leasehold interest in and to the premises known as "Clover Field, Santa Monica Municipal Airport", set forth and described in Lease No. W-04-193-Eng-4894, dated 8 December, 1941, as

modified by Supplemental Agreements: #1, dated July 23, 1945, and #2, dated July 15, 1946; and in Lease No. W-3460-Eng-549, dated December 1, 1941, as modified by Supplemental Agreements: #1, dated December 20, 1944, and #2, dated July 15, 1946, both from the City of Santa Monica to the United States of America, and including 168.87 acres, more or less of land situated in the County of Los Angeles, State of California.

THE PARTY OF THE SECOND PART does hereby release the PARTY OF THE FIRST PART from any and all claims which exist or may arise under the provisions of the aforesaid lease, except claims which may be submitted under Section 17 of the Federal Airport Act.

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.

THAT THE PARTY OF THE FIRST PART has released and quit-claimed, and by this instrument does release and quitclaim to the PARTY OF THE SECOND PART all of the structures and improvements on the leased land, including underground and overhead utility systems, which were added thereto by PARTY OF THE FIRST PART.

That by the acceptance of this instrument or any rights hereunder, the said PARTY OF THE SECOND PART, for itself, its successors, and assigns, agrees that the aforesaid surrender of leasehold interest, transfer of structures, improvements and chattels, and assignment, shall be 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 WAA Regulation 16, dated June 26, 1946, 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.

That by the acceptance of this instrument, or any rights hereunder, the PARTY OF THE SECOND PART, for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this surrender, transfer, and assignment 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 PARTY OF THE SECOND PART 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 PARTY OF THE SECOND PART by the provisions of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the PARTY OF THE SECOND PART 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 PARTY OF THE SECOND PART 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 PARTY OF THE SECOND PART 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 PARTY OF THE SECOND PART, 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 PARTY OF THE SECOND PART 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 right hereunder, the PARTY OF THE SECOND PART further agrees with the PARTY OF THE FIRST PART as follows:

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions is not met, observed, or complied with by the PARTY OF THE SECOND PART or any subsequent transferee, whether caused by the legal inability of said PARTY OF THE SECOND PART 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 PARTY OF THE SECOND PART, or any portion thereof, shall at the option of the PARTY OF THE FIRST PART revert to the PARTY OF THE FIRST PART 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 PARTY OF THE SECOND PART, 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 PARTY OF THE SECOND PART, 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 the property transferred hereby, under and subject to the aforesaid reservations, restrictions and conditions, unto the said PARTY OF THE SECOND PART, its successors and assigns forever.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the War Assets Administration, has caused these presents to be executed in its name and on its behalf by W.A. Rover, District Director, War Assets Administration, and the CITY OF SANTA MONICA, acting by and through its City Council, has caused these presents to be executed in its name and on its behalf by R. M. DORTON, City Manager and attested by K. O. GRUBE, its City Clerk, and its seal to be hereunto affixed, all as of the 10th day of August, 1948.

UNITED STATES OF AMERICA
Acting by and through
WAR ASSETS ADMINISTRATION

By [Signature]
District Director
Los Angeles District Office

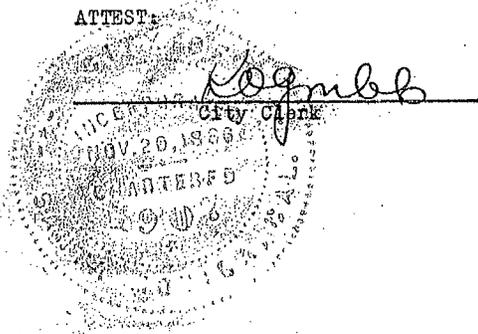
WITNESSES:

[Signature]
[Signature]

WITNESSES:

[Signature]
[Signature]

ATTEST:



CITY OF SANTA MONICA
STATE OF CALIFORNIA

By [Signature]
CITY MANAGER

ORIGINAL

clouds 4/

SCHEDULE "A"

| <u>SWPA NO.P-1</u> | <u>ITEM</u> | <u>UNITS</u> | <u>QUANTITY</u> |
|--------------------|--|--------------|-----------------|
| 2661568-1-1 | Ice Chest | ea. | 4 |
| " 1-2 | " " | ea. | 1 |
| " 1-3 | Ice Box | ea. | 1 |
| 2661565-1-1 | Steel Drums | ea. | 2 |
| " 1-2 | " " | ea. | 2 |
| " 1-3 | " " | ea. | 1 |
| " 1-4 | " " | ea. | 1 |
| " 1-5 | " " | ea. | 3 |
| " 1-6 | " " | ea. | 7 |
| " 1-7 | " " | ea. | 3 |
| " 1-8 | " " | ea. | 1 |
| 2661567-1-1 | Fire Extinguisher | ea. | 4 |
| " 1-2 | " " | ea. | 10 |
| " 1-3 | " " | ea. | 4 |
| " 1-4 | " " | ea. | 12 |
| 2661569-1-1 | Wire Camouflage | ea. | 10 |
| 2661570-1-1 | Hose Fibre Fire w/nozzle | ea. | 2 |
| " 1-2 | " " " | ea. | 4 |
| " 1-3 | " " " | ea. | 2 |
| 2661566-1-1 | Oak Barrel | ea. | 1 |
| 2661571-1-1 | Ping Pong Table | ea. | 1 |
| 8009-5711 | | | |
| WAA-21 #5 | Truck fire, pumper | | |
| 2657337-3-4 | | | |
| WAA-21 #6 | Tractor, International, Mod.TDR 18 Bulldozer | | |
| 2657337-4-4 | | | |
| WAA-21 #3 | Tractor, Fordson | | |
| 2657342-3-3 | | | |
| WAA-21 #4 | Grader, Motorized, J.D. Adams Mod. 201 | | |
| 2657342-2-1 | | | |
| WAA-21 #10 | Crane, Tractor, Hughes-Keenan, Model MC2R | | |
| 8009-11123-1-1 | | | |
| RP-1 | Truck, Fire & Rescue, International | | |

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 19th day of August, 1948, before me Helen P. Pieralta, a Notary Public in and for the County of Los Angeles, State of California, personally appeared Walter A. Rover, known to me to be the District Director, Los Angeles District Office, War Assets Administration, and known to me to be the person who executed the within instrument 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.

Helen P. Pieralta
Notary Public in and for
County and State



My Commission expires

My Commission Expires Apr. 23, 1949

deed #4

WAA Form 1241
(4-12-48)

UNITED STATES OF AMERICA
War Assets Administration

C E R T I F I C A T E

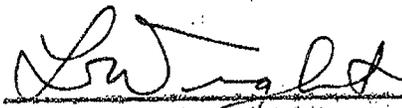
I, the undersigned L. S. WRIGHT, Secretary
The General Board, War Assets Administration, in my
official capacity as such Secretary
and duly authorized in the DELEGATION OF AUTHORITY INCIDENT TO THE CARE,
HANDLING AND CONVEYANCING dated Apr. 9, 1948, to make the following
certification, do hereby certify:

1. That Walter A. Rover is the
District Director, Los Angeles District Office

War Assets Administration, duly appointed, authorized and acting in such
capacity at the time of the execution of the attached instrument,

2. That the attached DELEGATION OF AUTHORITY INCIDENT TO THE
CARE, HANDLING AND CONVEYANCING is a true and correct copy of the original
of said DELEGATION OF AUTHORITY, dated Apr. 9, 1948

Given under my hand this 10th day of August, 1948.



Secretary

(Title)

The General Board

(Office)

War Assets Administration

deed #4

(NOTICE)

DELEGATION OF AUTHORITY NO. 145

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 District Director for Real Property Disposal, in each and every War Assets 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
 JESS LARSON
 Administrator

Dated: APR 9, 1948.

(CITY COUNCIL SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MONICA ACCEPTING AN INSTRUMENT OF TRANSFER FROM THE UNITED STATES OF AMERICA.

THE CITY COUNCIL OF THE CITY OF SANTA MONICA DOES RESOLVE AS FOLLOWS:

SECTION 1. That that certain instrument of transfer from the United States of America, acting by and through the War Assets Administration, whereby said United States of America does surrender to the City of Santa Monica the former's lease-hold interest in and to the premises known as Cloverfield Santa Monica Municipal Airport and certain easements and temporary rights of way appurtenant thereto, be and the same hereby is accepted.

SECTION 2. That the City Manager hereby is authorized to execute said instrument of transfer on behalf of the city and the City Clerk shall attest his signature thereto.

SECTION 3. That the City Clerk shall certify to the adoption of this resolution and thenceforth and thereafter the same shall be in full force and effect.

ADOPTED and APPROVED this 10th day of August, 1948.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor

Whereby certify that the foregoing resolution was duly adopted by the City Council of the City of Santa Monica at a regular meeting thereof held on the 10th day of August,

1948, by the following vote of the Council:

AYES: Councilmen: Barnard, Guercio, Markworth, Neilson, Talmage, Schimmer

NOES: Councilmen: None

ABSENT: Councilmen: Gates

Approved as to form this 10 day of August, 1948.

ROYAL M. SORENSEN
Royal M. Sorensen, City Attorney

[Signature]
City Clerk

deed #4

Airport

No. Rec. #
Deed #4
Do not throw away

ASSOCIATED TELEPHONE COMPANY, LTD

1314 SEVENTH STREET
SANTA MONICA, CALIFORNIA
April 22, 1948

RECEIVED
MAY 10 1948
CITY CLERK
SANTA MONICA, CALIF.

5-444
1700
4445

RECEIVED
SANTA MONICA, CALIF.
APR 23 9 04 AM '48
REFERRED TO:

REASSIGNED TO
CITY COUNCIL
APR 21 1948
NEW COUNTY AND
MUNICIPALITY WITH
CITY COUNCIL OFFICE
FOR BILLING

City of Santa Monica
City Hall
Santa Monica, California

Gentlemen Attention of Mr. R. M. Dorton, City Manager

There are attached for approval and execution by the City of Santa Monica original and two copies of a right-of-way agreement conveying to this company for underground telephone purposes an easement over a portion of Lots 164 and 169, Tract 10529, now part of the Santa Monica Municipal Airport, as shown on maps attached to the documents.

The easement covered hereunder is intended to enable us to increase telephone facilities to the airport administration building and to eliminate the need for the city owned aerial plant and its inherent hazards. Mr. Tyler, Airport Manager, already has expressed his favorable view toward this proposal.

If satisfactory to the City, we shall appreciate the approval and execution of these documents at your earliest convenience.

Very truly yours



ELTON O. WATSON
Manager

attachments

Decedent (S)?

Approved by the Board of Supervisors

GRANT OF EASEMENT

THE GRANTOR, CITY OF SANTA MONICA, a municipal corporation, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which hereby is acknowledged, does by these presents grant and convey unto the ASSOCIATED TELEPHONE COMPANY, LTD., its successors and assigns, an easement and right of way for the construction, maintenance and operation of a telephone line with wires, conduits, cables and appurtenances by means of an underground system, for the transmission of electric energy for telephone and telegraph purposes together with the right of ingress and egress upon, over, in, under, across and along that certain real property situated in the County of Los Angeles, State of California, described as follows:

A strip of land 4 feet in width lying within Lots 164 and 169 of Tract No. 10529, centerline of said strip beginning at a point in the northeasterly line of said Lot 164 a distance of 6 feet northwesterly from the east corner of said Lot 164, thence southwesterly parallel with the southeasterly lines of said Lots 164 and 169 a distance of 752 feet, thence northwesterly at right angles to the southeasterly line of Lot 169 a distance of 44 feet; A strip of land 4 feet in width lying within Lot 169 in Tract No. 10529, centerline of said strip beginning at a point in the northeasterly line of Lot 164, a distance of 6 feet northwesterly from the east corner of said Lot 164, thence southwesterly parallel with the southeasterly lines of said Lots 164 and 169 a distance of 752 feet to the true point of beginning thence southwesterly parallel with the southeasterly line of Lot 169 a distance of 180 feet, thence northwesterly at right angles to the southeasterly line of Lot 169 a distance of 102.5 feet, thence southwesterly parallel with the southeasterly line of Lot 169 a distance of 4 feet; All as per map recorded in Book 160 at Page 25, of Maps, in the office of the County Recorder of Los Angeles County, California.

APPROVED AS TO DESCRIPTION

9/30 1946
P. G. King
Mayor of Santa Monica

#4

THIS grant is made subject to any and all matters of record.

IN WITNESS WHEREOF the grantor has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officers this 14th day of May, 1948.

CITY OF SANTA MONICA, a
municipal corporation

ATTEST:

By *K. M. ...*
City Manager

Kogabbe
City Clerk

Approved as to form this
14 day of May, 1948.

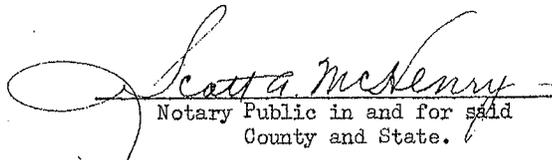
Royal M. Sorensen
Royal M. Sorensen, City Attorney

#4

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

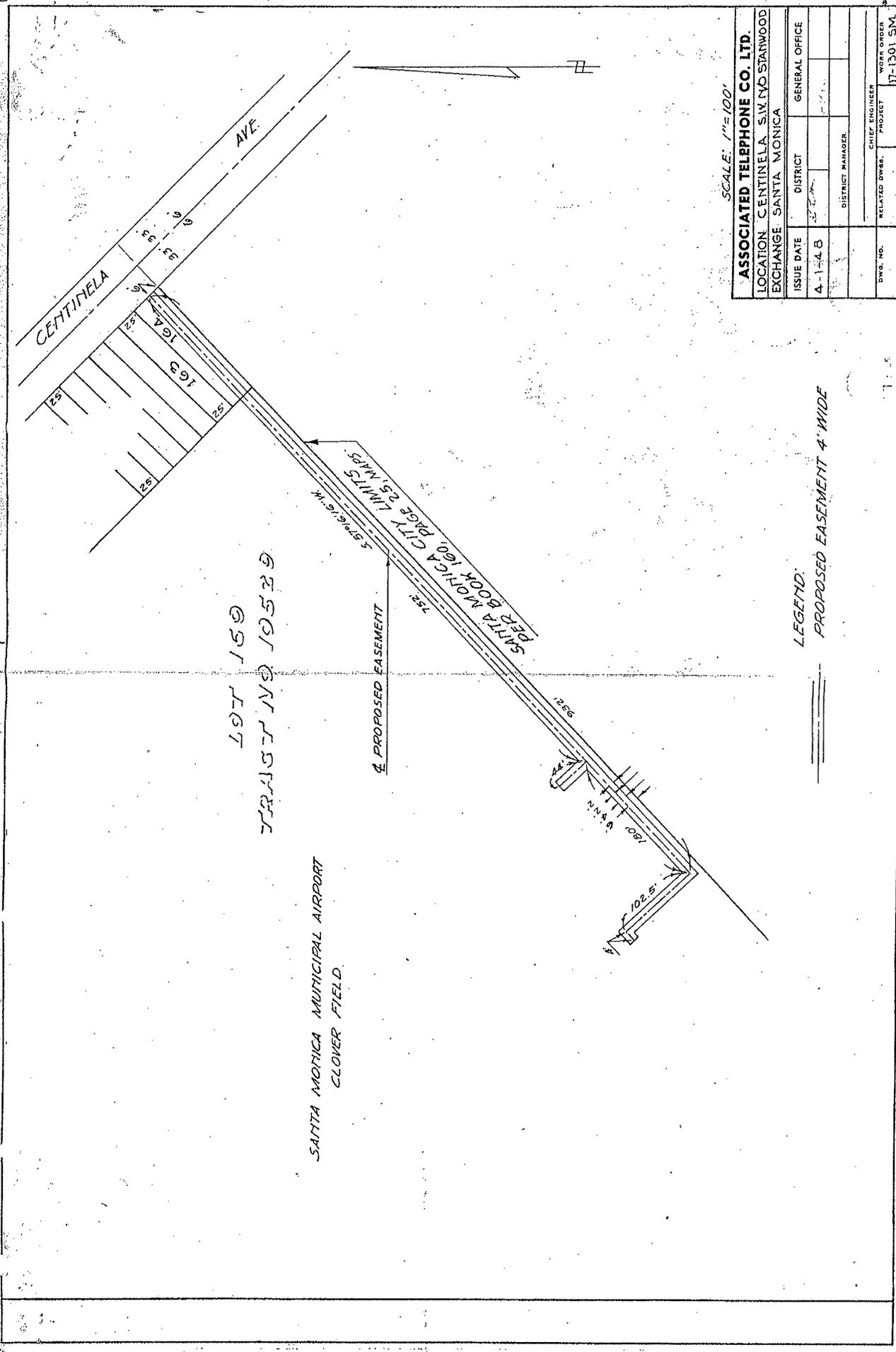
On this 14th day of May, 1948, before me,
SCOTT A. McHENRY, a Notary Public in and for said
County and State, personally appeared R. M. DORTON, known to me
to be the CITY MANAGER of the City of Santa Monica, and
K. O. GRUBB, known to me to be the CITY CLERK
of the City of Santa Monica, the municipal 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.

WITNESS MY HAND and official seal, the day and year in this
certificate first above written.


Notary Public in and for said
County and State.

My Commission Expires Aug. 17, 1950

#4



LOT 160
TRACT NO 10539

SANTA MONICA MUNICIPAL AIRPORT
CLOVER FIELD

4' PROPOSED EASEMENT

SANTA MONICA CITY LIMITS
PER BOOK 160, PAGE 25, MAPS

SCALE: 1" = 100'

| | | | |
|---------------------------------------|------------------|----------------|------------|
| ASSOCIATED TELEPHONE CO. LTD. | | | |
| LOCATION: CENTINELA S.W. 1/4 STARWOOD | | | |
| EXCHANGE: SANTA MONICA | | | |
| ISSUE DATE | DISTRICT | GENERAL OFFICE | |
| A-1-A-B | | | |
| | DISTRICT MANAGER | | |
| | | | |
| DWG. NO. | RELATED DWGS. | CHIEF ENGINEER | WORK ORDER |
| | | | 17-1301 SM |

LEGEND:
PROPOSED EASEMENT 4' WIDE

EXHIBIT D

SANTA MONICA AIRPORT AGREEMENT

Section 1. Purpose.

This Agreement resolves a series of disputes involving the Santa Monica Airport (hereinafter "the Airport"). These disputes have taken various forms, including extensive complex litigation. In addition to expressing the mutual consent of the parties, including the City of Santa Monica (hereinafter "the City") and the Federal Aviation Administration hereinafter ("the FAA"), this Agreement responds to the concerns of local and national aviation interests and residents of neighborhoods affected by noise from the Airport.

The various Airport disputes have occurred over an extended period of time and have involved a number of specific issues. In these disputes there have been two common factors:

a. The impact on the community surrounding the Airport of noise from aircraft operating into and out of the Airport.

b. Various restrictions and limitations imposed by the City on the users of the Airport, and the effect of these restrictions on air traffic in the Los Angeles Metropolitan Region.

By this Agreement the parties indicate their willingness to approach the many varied Airport issues systematically and cooperatively. This Agreement describes

the specific points of agreement between the parties and provides a format within which issues arising in the future can be addressed and resolved. A fundamental purpose of this Agreement is to expand and improve the communication, cooperation, and mutual understanding of the various perspectives of the parties, while recognizing and preserving their respective legal rights.

Section 2. Basis for Agreement.

This Agreement was reached only after and is the result of extensive study and analysis of the many different issues involving the Airport. The parties have had numerous meetings and extensive detailed discussions concerning the points which form the terms of this Agreement. There has been extensive involvement of Airport users and neighbors, including several public hearings and the participation of an Airport Working Group composed of representatives of a broad spectrum of interests and perspectives.

a. Recognition of Legal Principles.

This Agreement is based on a recognition of the legal rights and duties of the parties, a balancing of interests, and an awareness of facts indicating a resolution of conflict is practicable.

Three underlying legal principles are the basis for this Agreement:

(i) The Airport is to be open and available to and for public use as an airport on fair and reasonable terms,

without unjust discrimination, and without granting any exclusive rights prohibited by law.

(ii) Pursuant to the Federal Aviation Act of 1958, as amended, exclusive authority is vested in the FAA for the regulation of all aspects of air safety, the management and control of the safe and efficient use of the navigable airspace, and movement of aircraft through that airspace. Under Section 611 of that Act the FAA also has substantial responsibility for the reduction of aircraft noise.

(iii) The City has the responsibility to manage the Airport, including the ability to take reasonable action designed to abate the impact of noise from aircraft operations on surrounding communities, in accordance with the principles of Santa Monica Airport Association v. City of Santa Monica, 479 F.Supp. 927 (C.D. Cal. 1979), affirmed, 659 F.2d 100 (9th Cir. 1980); and British Airways Board v. Port Authority of New York, 558 F.2d 75 (2d Cir. 1977).

b. Balancing of Factors.

The fundamental basis for this Agreement involves the balancing of a number of diverse factors. Studies and analysis have demonstrated and it is agreed that:

(i) The Airport serves an important role in the regional and national system of air transportation and air commerce. It has a vital and critical role in its function as a general aviation reliever for the primary airports in the area. As a reliever facility the Airport attracts and provides service to general aviation thereby diverting

aircraft away from the air carrier airports and other heavily used airports located in the Greater Los Angeles Area. Study and analysis have confirmed this congestion and that other similar general aviation reliever airports in the area are already heavily used and do not have the ability to accept or absorb the service provided by Santa Monica Airport.

(ii) The Airport is bounded on three sides by densely populated residential areas. Noise from aircraft departing from and landing at the Airport, including those operating within the Airport flight pattern, can have an impact on the quality of life of citizens of Santa Monica and Los Angeles. Many residents in these areas have long complained to the City over the impact of aircraft noise and demanded that the City take effective action with respect to aircraft noise.

c. Factors Leading to Agreement.

Three factors were critical to the achievement of this Agreement:

(1) The willingness of the parties to approach the Airport issues with an open mind and to consider imaginative and previously untried alternative concepts, with recognition of the legitimacy and validity of the interests and concerns of other parties. This good faith effort to explore and consider many different alternatives was critical in achieving compromises designed to balance the many factors involved.

(ii) The recognition that the Airport is poorly designed and organized. Consequently it is agreed that the Airport can be redesigned so as to maintain the current level, quantity, and type of services provided by the Airport and to provide "residual" land which could be made available to the City for other uses compatible with Airport operations.

(iii) The recognition that any noise problem at the Airport can be addressed through a noise mitigation program focused on a cooperative effort to reduce noise levels of aircraft using the Airport, by careful design of Airport facilities and ground buffers, and by sensitive placement of flight paths to achieve noise abatement consistent with safety.

Section 3. Scope and Duration.

This Agreement states the principles and plans for the operation of the Airport. All prior agreements between the parties concerning the Airport, and all actions of the parties during the duration of this Agreement, shall be interpreted consistently with this Agreement. This Agreement shall be effective from the date of its execution until July 1, 2015.

Section 4. Settlement of Legal Disputes.

This Agreement serves to resolve all existing legal disputes among the parties. In this context it constitutes a settlement Agreement applicable to all existing litigation

and/or administrative complaints pending between the parties. Following its acceptance and execution by the parties, a copy may be filed with any Court or administrative body where any litigation or complaint is pending as evidence of the resolution and settlement agreed to by the parties.

Section 5. Airport Layout Plan.

The parties are aware that the City approved an Airport Plan and Noise Mitigation Program for the Airport at the City Council Meeting of November 15, 1983.

The Airport Layout Plan submitted to and approved by the FAA on JAN 31 1984 (City Map No. SM 1), is incorporated by reference into this Agreement and shall guide the development and improvement of the Airport for the duration of this Agreement. This Airport Layout Plan may be referred to herein as the "Airport Layout Plan."

The Airport Layout Plan shifts a substantial portion of aeronautical services from their present location on the south side of the Airport to the north side. Some aeronautical services will be maintained on the south side of the Airport. Additionally, the Airport Layout Plan makes available a substantial portion of the area located in the southeast section of the Airport, generally along Bundy Drive and Airport Avenue, and adjacent to Clover Park, for uses compatible with Airport operations. This would provide an expanded employment and revenue base and increased parkland for the City. The parties believe the Airport

Layout Plan and noise abatement program described in this Agreement provide a reasonable redesign of the Airport which balances aeronautical needs and community concerns.

Section 6. Consent to Use of Land.

The FAA, as the successor to the Civil Aeronautics Administrator, approves the boundary of the Airport as shown in the Airport Layout Map, consents to the use of land designated as parkland and residual land therein for other than airport and aviation purposes, releases the City and this parkland and residual land from any and all conditions, covenants, and restrictions imposed by the Instrument of Transfer dated August 10, 1948, Deed No. 4 (CCS), and agrees that the City may develop such parkland and residual land in accordance with the terms of this Agreement, and in conformity with State and local planning law and noise compatibility standards. However, such development shall not occur prior to the execution of leases with full-service fixed base operators in accordance with Section 14 of this Agreement.

Section 7. Material Terms of Agreement.

The parties agree that certain points were specifically bargained for and constitute material terms of this Agreement. These terms shall not be altered without the mutual consent of the parties, which shall not be unreasonably withheld. The material terms of this Agreement include:

- a. The City's obligation to operate the Airport for the duration of this Agreement (Section 8).
- b. The runway/taxiway configuration as shown on the Airport Layout Plan (Sections 9 and 10).
- c. Aircraft parking and tie-down space (Section 13).
- d. Fixed base operator space (Section 14).
- e. The 95 dB Single Event Noise Exposure Level maximum noise limit (Section 16).
- f. The development of a tiered noise level system based on the performance capability of particular aircraft (Sections 17 and 18).
- g. The process for implementation of the City's Noise Mitigation Program (Section 19).
- h. The maintenance of the existing departure restriction (Section 22), the existing and possible future limitation on helicopter operations (Section 24), and the existing and possible future limitation on pattern flying (Section 25).

It is recognized and agreed to that the parties will cooperate with each other and rationally analyze issues as they arise, and that any term of this Agreement may be modified by the terms of any future agreements between the parties, provided such future agreements expressly indicate an intention to modify this Agreement.

It is agreed that any future grant agreements between the City and the FAA which are designed to implement the programs covered by this Agreement, defined as those

agreements for the federal funding of programs or improvements intended to further this Agreement executed prior to July 1, 1995, shall be consistent with this Agreement and shall not extend or alter the obligation of the City to operate the Airport under this Agreement, except as may be required by federal statute.

Section 8. Commitment to Operate Airport.

The City will operate and maintain the Airport as a viable functioning facility without derogation of its role as a general aviation reliever airport as described in Section 2(b)(i) of this Agreement or its capacity in terms of runway length and width, taxiway system, and runway weight bearing strength until July 1, 2015. The Airport will be capable of accommodating most kinds of general aviation aircraft, generally consistent with Group II Design Standards set forth in FAA Advisory Circular 150/5300.4B dated February 24, 1983.

The City agrees to improve the Airport physical layout as shown in the Airport Layout Plan and maintain the Airport and the facilities located on the Airport.

Section 9. Runway/Taxiway Configuration.

At the present time the Santa Monica Airport has one runway designated 3/21 which is 5,000 feet long and 150 feet wide. This runway will be continuously maintained in good operating condition by the City. All presently installed air navigation facilities and Airport lighting systems

(i.e., Air Traffic Control Tower, VOR, VASI, runway lights, etc.) will remain in their present location. It is recognized that the VASI lights may be relocated if the landing threshold is displaced pursuant to Section 12.

Nothing in this Agreement prevents or precludes the replacement or upgrading of the present facilities and systems with new or technologically improved equipment, facilities or systems as necessary or appropriate. At some future date new technology equipment such as a microwave landing system (MLS) may be installed; the City will be given priority for the installation of MLS equipment as it is developed and becomes available.

Section 10. Runway Exit System.

The runway/taxiway system will be redesigned so as to establish designated angled exits from the runway, also known as high speed exits, in lieu of the present system. In addition, a centrally located area adjacent to the runway will be established, designated, and maintained to permit aircraft to exit the runway without using a designated taxiway. Additional taxiway, Airport apron and aircraft parking facilities will be provided in accordance with the Airport Layout Plan.

Section 11. Airspace Protection Criteria.

Standard FAA airspace protection criteria will be applied to maintain clear zones at the ends of the runway as shown in the Airport Layout Plan. No construction will be

permitted laterally from the center line of the runway for the full length and on either side of the runway for a distance of 150 feet. That constitutes the edge of the safety area. From the edge of the runway safety area extending outward from the runway, structures will be permitted provided they meet the standard FAA 7 to 1 ratio (i.e. for every 7 feet of distance laterally there can be 1 foot of height added).

Section 12. Displaced Landing Threshold.

The City has indicated a desire to modify the existing runway by displacing the threshold by 500 feet for airplanes landing at the Airport. There is some uncertainty regarding the effect of such an action in two areas: (1) whether this action would increase or decrease noise; (2) what effect, if any, there would be on air safety and the ability of the Airport to provide the level and type of service described in Sections 2(b)(i) and 8.

In order to analyze the potential effects of displacing the landing threshold by 500 feet, the parties agree to establish a trial program for a period not to exceed one (1) year during which the effects of displacing the landing threshold by 500 feet will be investigated.

A preliminary test will be conducted to determine if threshold displacement is likely to increase or decrease community noise impact. If it is determined that noise impact is likely to increase, no further testing will be performed and the landing threshold will not be displaced.

If it is not determined that noise impact is likely to increase, the landing threshold will be displaced for a period of up to one year, and the various effects of threshold displacement will be examined.

A final determination concerning this question of runway displacement will be made by the City after consultation with the FAA at the conclusion of this study based on the results of the study. This final determination can be made at any point in time within the designated one-year period. The parties agree to cooperate in the design and conduct of the tests and to consult concerning the data obtained. The full runway length of 5,000 feet will be available at all times for takeoff and will be available for use by landing airplanes in an emergency situation.

Section 13. Aircraft Parking Space and Fuel Service.

The City will provide and maintain sufficient space to permit the parking or tie-down of at least 550 based aircraft and 40 transient aircraft. These aircraft tie-down or parking facilities for based aircraft will be allocated and made available by the City on reasonable terms to all Airport users including fixed base operators located on the Airport and individuals who wish to lease tie-down space from the City. Parking for transient aircraft will also be available on reasonable terms. In allocating this aircraft parking space the City will provide sufficient space to park aircraft of different types having different wing spans,

different lengths, and different power plants. The mix of aircraft to be accommodated at the Airport shall be consistent with the present mix of aircraft now based at the Airport and the mix forecast for the future as shown in Chapter III of the Airport Master Plan Study dated October, 1983. Aircraft fuel service will be available at the Airport.

Section 14. Fixed Base Operators.

The City will provide sufficient space for the location and operation of three (3) full service fixed base operators (FBO). The City will lease to each full service FBO sufficient space to provide a full range of aeronautical services including but not limited to: aircraft and avionics sales; aircraft and avionics maintenance, service and repair facilities; flight school and training service; and charter and air taxi service. It is recognized that the needs of each FBO may be different in terms of total space or acreage required. FBO leases will be consistent with the terms of this Agreement and contingent on compliance with the City's non-discriminatory policies and regulations. The City will provide access to sufficient space at reasonable rental rates to enable each FBO to conduct a viable business, including space for an office structure, training facilities, aircraft and automobile parking and an aircraft maintenance hangar.

In addition, the City will provide sufficient space for the location and operation of limited or specialized

fixed base operators. It is recognized that these FBOs do not require as much space as a full service FBO since they generally provide limited aeronautical service (e.g., avionics maintenance, repair or installation; airplane propeller repair, maintenance or installation).

In order to permit all FBOs, whether full service or engaged in specialized aeronautical activity, to conduct their business activity on a reasonable basis, the City will lease sufficient space to them consistent with the approved Airport Layout Plan on fair and reasonable terms on a financial basis comparable to those used at other similar airports in the region for a sufficient term of years to enable them to amortize their costs and have the opportunity to make a profit.

The parties recognize and agree that it is appropriate for the City to exercise its proprietary authority to adopt ordinances and regulations applicable to lessees and users of the Airport consistent with the terms of this Agreement.

Section 15. Noise Abatement Principles.

The parties recognize and acknowledge that the achievement of the abatement of aircraft noise to the extent technologically practicable and consonant with air safety is consistent with the function, role, and service provided by the Airport. To this end the parties agree to cooperate and work toward the abatement of aircraft noise by the following described methods.

The parties are aware that the City has adopted a Noise Mitigation Program as an integral part of its Airport Plan. The City's Noise Mitigation Program is intended to abate aircraft noise to the extent technologically practicable and consonant with air safety, and to meet a noise reduction goal equivalent to an approximate 4 dB reduction in the Community Noise Equivalence Level (CNEL) from the 1982 levels attributable to aircraft noise. Within the framework of and consistent with the material terms of this Agreement, the City expects to meet this noise goal by the application of the material terms and concepts set out in this Agreement. The parties agree that progress toward achieving noise reduction goals through implementation of the Noise Mitigation Program will be carefully studied and analyzed. Alternative measures to abate noise consistent with this Agreement will be evaluated for their effectiveness in reducing noise, effect on air safety and air traffic, and effect on the utility of the Airport:

Section 16. Maximum SENEL Limit.

The current SENEL aircraft noise limit of 100 dB as measured at the existing noise monitoring sites established by the City will be established and maintained at 95 dB. The parties believe that substantially all of the currently based or transient aircraft which have used the Airport in recent years can be operated safely using safe noise abatement operating procedures and meet this reduced SENEL limitation.

Section 17. Performance Based Noise Limit.

The parties believe that many of the aircraft using the Airport can be operated more quietly using safe noise abatement flight operating procedures. Consequently the parties agree to cooperate in the development of a program designed to establish tiered noise levels for different types or kinds of aircraft (rather than a single specified maximum noise level limit) to encourage all aircraft operators to use safe noise abatement operating procedures in order to minimize the noise impact of their aircraft use.

The parties believe this performance-based noise reduction program is capable of resulting in reduced Community Noise Equivalence Level (CNEL) from the operation of aircraft. The expectation of achieving such noise reduction is based on the City's analysis of actual measured aircraft flights at the Airport. The actual results to be obtained from implementation of a performance-based noise program will depend on various factors, including the degree to which all Airport users and governmental entities cooperate in implementing and complying with procedures and practices established pursuant to this Agreement.

Section 18. Experimental Nature of Noise Program.

The parties recognize and acknowledge that the concept of tiered noise level limits based on the demonstrated noise performance capabilities of different types and kinds of aircraft is unique. Application of this concept has, to the knowledge of the parties, never been attempted prior to this

time anywhere; it will require the difficult task of establishing a valid and reliable data base for analysis and classification. Its application also requires creating a classification system which identifies the performance based noise levels for the wide range of diverse aircraft types operating at this Airport as well as the process of placing particular individual aircraft in a particular noise performance category for this Airport.

While the parties believe this tiered concept reasonably applied can work, they also acknowledge that it is experimental in nature. The parties agree to work cooperatively to develop this program. To this end the City agrees to provide to the FAA the data developed by and during this program. The FAA agrees to provide technical assistance to the City including but not limited to review of the data provided, review of any data analysis obtained by the City, and the FAA may conduct and make available to the City its own analysis of the data collected. The FAA will make its Integrated Noise Model Computer Program available to the City.

Section 19. Implementation of
Noise Abatement Program.

The parties agree that the process of implementing the noise abatement program should proceed in stages, with regular measuring and analysis, full communication and cooperation, and adjustment as analysis progresses. This

process will generally comprise four (4) phases, to be implemented as follows:

a. Commencement of Program.

Upon execution of this Agreement, the City will commence implementation of the noise abatement program. The first implementation phase will include: the adoption of regulations instituting the noise abatement program; the establishment of a system to promote communications and voluntary compliance; the definition of the terms of scientific analyses and experiments to be performed; the gathering of data using the City's existing noise monitoring equipment; and the design, procurement, and installation of new noise equipment necessary to conduct the full program.

b. Experimental Test Period.

Commencing from the date the new noise equipment is operational, there will be a one-year test period wherein appropriate operating procedures and categorical noise limits are developed and analyzed, and the effect of other noise mitigation measures and factors is evaluated. At the conclusion of this experimental period, the regulations would be adjusted in accordance with the results of the study.

c. Evaluation Test Period.

After adjustments have been made to the program in light of the results of the Experimental Test Period, there will be a one-year period in which the noise abatement program as adjusted is evaluated in order to determine

progress toward achievement of the City's Noise Goal. There will also be a periodic evaluation of the program by all parties in terms of its relationship to and measurement of progress toward achievement of noise abatement generally and aviation noise as a specific contributor to community noise. Included in this review will be an analysis of the extent to which the ability of the City to achieve its noise reduction goals is affected by noise sources other than aircraft noise.

d. Adjustment of Program.

The results of the Evaluation Test Period will be analyzed by the parties. If the City's noise goal is not met and analysis indicates that aircraft noise exceeds noise from other sources in the community, the City will analyze alternative noise mitigation measures designed to assist in the achievement of the City's aircraft noise reduction goal, including possible regulations intended to reduce aircraft noise attributable to the volume of pattern flying. That analysis will consider the effect of these alternative measures in terms of both noise abatement results expected and the role, function, and service provided by the Airport. Before the City implements any such alternative measures, it will consult with the FAA and other interested parties, it being explicitly agreed, however, that no material terms of this Agreement can be amended or modified without the agreement of the parties to this Agreement.

Section 20. Enforcement During Implementation.

The noise abatement program will emphasize pilot education and communication with individual pilots regarding effective and safe noise abatement operating procedures. The cooperation and advice of pilots, FBOs, and interested members of aviation and neighborhood communities will be sought.

The 95 dB maximum SENEL limit will be enforced by the City using civil sanctions varying according to the willfulness, severity, and frequency of violations. With respect to pilots who repeatedly operate an aircraft in violation of this limit, the City may after investigation to assure that a violation was not related to extraneous factors beyond the pilot's control such as loss of power, action to avoid other aircraft, or unusual weather conditions, take actions such as formal warning, imposition of civil penalties, or, after informing the FAA, exclusion from the Airport.

The parties recognize that certain types of aircraft are estimated to be unable to meet the 95 dB maximum limit under any condition or procedure. Operators of such aircraft, upon violation of maximum noise limits, may be requested not to return to the Airport. If such aircraft do return and violate the noise limits after such request, they may be excluded from the Airport through formal administrative action. It is recognized that disobedience

of a formal City administrative action is subject to additional sanctions.

During the initial implementation phase described in Section 19(a), the City will establish two performance-based noise limits at 95 dB and 90 dB, based on initial noise measurements and data analysis. During the second phase of the noise abatement program described in Section 19(b), aircraft will be placed into particular noise limit categories based on the demonstrated noise performance history of that aircraft and advice provided to the City by its consultants, the FAA, and users of the Airport. It is expected that noise categories will be initially established at 95 dB, 90 dB, and 87 dB, consistent with the measurements and analysis performed in conjunction with the noise abatement program.

The parties expressly recognize that there is a need to collect a substantial amount of additional data on all types of aircraft which operate at the Airport. When that data base is developed the parties recognize that additional or different categories may be created as well as the identification and placement of various specific aircraft into a particular category, or the adjustment of the noise level categories.

During the phases of this program described in Section 19, the FAA will, in cooperation with the City and any other interested person or persons, make reasonable efforts to educate, inform, and counsel pilots in terms of how to

operate their aircraft so as to eliminate unnecessary noise in the communities adjacent to the Airport. Similarly, during the implementation phases of this program described in Sections 19(a), (b), and (c), the City will not take formal administrative action against pilots who operate their aircraft to or from the Airport in a manner which exceeds either the 90 dB or 87 dB SENEL limit but does not exceed the maximum 95 db SENEL limit.

Section 21. Cooperation in Enforcement.

The City and the FAA acknowledge and agree that vis-a-vis third parties each of them is responsible for the enforcement of their own respective regulations and that neither of them has any responsibility for or authority to enforce any regulations established by the other. However, both the City and the FAA recognize that it is in their mutual interest to cooperate and exchange relevant information necessary to the successful implementation of this Agreement.

Section 22. Night Departure Restriction

The parties recognize that the City has established a prohibition on takeoffs from the Airport between 11:00 p.m. and 7:00 a.m. on Monday through Friday, and between 11:00 p.m. and 8:00 a.m. on Saturday and Sunday. This prohibition is not applicable in emergency situations. This regulation is included as a material term of this Agreement and is expected to remain in effect. It is agreed that it will not

be amended or modified without the prior agreement of the parties.

Section 23. Golf Course Turn.

As a noise abatement measure FAA will establish a standard departure procedure for runway 21 which will route aircraft approximately 10 degrees south of the present runway alignment routing so as to route air traffic over the golf course area. Additionally, FAA will study the possibility of establishing an offset localizer approach to runway 21. If approved by the City and installed the offset localizer would be an interim measure until a microwave landing system can be installed at the Airport. Before establishing such an offset localizer approach FAA will analyze and advise the City of what effect, if any, that facility would have in terms of providing some noise abatement.

The effect of the Golf Course Turn on aircraft noise impact in Santa Monica and Los Angeles neighborhoods will be analyzed during the implementation of the noise abatement program.

Section 24. Helicopters.

The parties recognize that noise from helicopters can have an impact on residential communities around the Airport, including neighborhoods that are not significantly affected by noise from fixed-wing aircraft. The parties agree to develop and implement a designated helicopter

landing area, a preferred helicopter flight path, and a helicopter flight altitude that provides maximum noise abatement consistent with safety.

The parties recognize that helicopters are an important part of the general aviation fleet, and are used for military, law enforcement and medical purposes, and will be permitted to use the Airport consistent with noise regulations.

The parties agree that the current ban on helicopter pattern flying will remain in effect.

The parties recognize that the Airport is not currently used as a base for helicopter sales, training or maintenance. The parties agree that helicopter noise will be evaluated as part of the noise abatement program study. Dependent on the results of that study the City may, after consultation with the parties, deny access to the Airport to an FBO, a substantial portion of whose activity involves helicopter operations. During the pendency of that study, the City is not required to lease space on the Airport to an FBO, a substantial portion of whose activity involves helicopter operations.

Section 25. Pattern Flying Restrictions

The parties recognize that the City has established a prohibition on touch-and-go or stop-and-go operations at the Airport after sunset and before 7:00 a.m. on Monday through Friday as well as all day on Saturday, Sunday, and legal holidays.

This restriction is expected to remain in effect pending the results of the noise abatement study described in Section 19. The parties agree that the pattern flying restriction described above may be modified by the City, after consultation with the FAA, following the completion and based on the results of the noise abatement study.

Section 26. Design for Noise Abatement.

The Airport Layout Plan includes several design features intended to provide mitigation of aircraft noise. These include designated engine run-up areas and noise buffers to mitigate ground noise, designated helicopter operation areas, and the establishment of a touch-and-go line. Structures constructed under the Airport Plan will be designed to assist in mitigating noise impacts.

Section 27. Analysis of Future Alternatives.

The parties recognize and acknowledge that there may be other feasible noise abatement actions possible but not described in this Agreement. Programs to acquire homes and resell them with easements or to provide insulation of buildings may provide additional means to achieve the City's noise abatement goals. New or improved flight operating techniques or aircraft modification technology may be developed. The parties agree to keep each other informed of progress in the area of noise abatement technology and techniques which become available as means of reducing the impact of aircraft noise on the community.

Section 28. Federal Funding.

The parties recognize and acknowledge that the accomplishment of the program described in this Agreement, including but not limited to the redesign of the Airport and the implementation of the noise abatement program will require the expenditure of funds. The FAA agrees that it will, consistent with this Agreement and its nationwide program, provide financial assistance to the City for those Airport projects eligible for such assistance pursuant to the Airport and Airway Improvement Act of 1982 and other funding sources, and will accord the City a high priority for such financial assistance. These funds will be made available for many different purposes including Airport planning, Airport improvement, and Airport noise abatement projects consistent with the terms of this Agreement.

Section 29. Commitment to Future Cooperation.

The parties anticipate that from time to time in the future this Agreement may be supplemented and/or modified in order to accomplish its purposes. The parties agree to work cooperatively and consult with each other and other interested persons to resolve any differences between them which may arise in the future and in particular to work cooperatively and consult with each other with respect to implementation of the tiered noise level concept based on demonstrated aircraft noise performance classification as well as any other proposal designed to effect noise abatement at the Airport.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ^{31st} day of January, 1984.

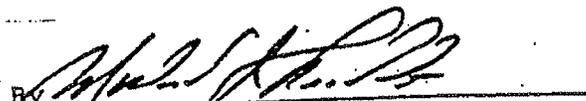
CITY OF SANTA MONICA,
a municipal corporation

By 
JOHN H. ALSCHULER, JR.
City Manager

APPROVED AS TO FORM:


ROBERT M. MYERS
City Attorney

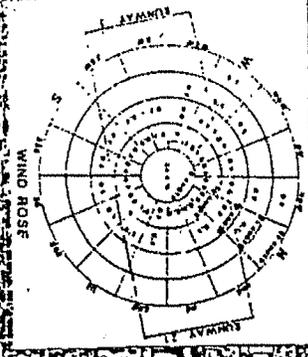
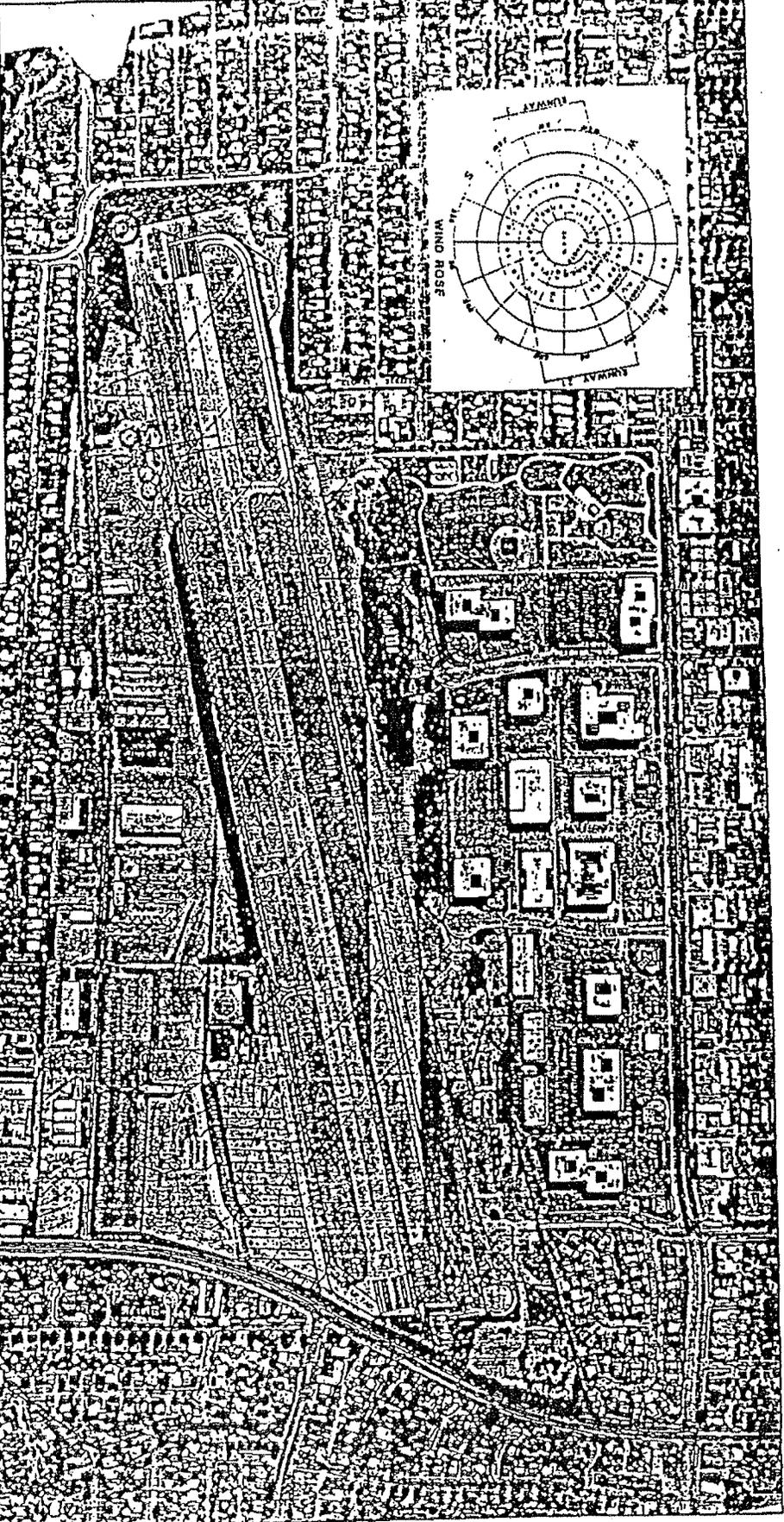
FEDERAL AVIATION ADMINISTRATION

By 
MICHAEL J. FENELLO
Deputy Administrator

By 
HOMER C. McCLURE
Director, Western Region

BASIC DATA TABLE

| GENERAL INFORMATION | | LAND USE | | LAND COVER | | LAND USE | | LAND COVER | |
|---------------------|---------|-------------|------------|-----------------|---------|-------------|------------|-----------------|---------|
| PROPERTY NUMBER | SECTION | LAND USE | LAND COVER | PROPERTY NUMBER | SECTION | LAND USE | LAND COVER | PROPERTY NUMBER | SECTION |
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| 1001 | 10 | Residential | Asphalt | 1001 | 10 | Residential | Asphalt | 1001 | 10 |
| 1002 | 10 | Residential | Asphalt | 1002 | 10 | Residential | Asphalt | 1002 | 10 |
| 1003 | 10 | Residential | Asphalt | 1003 | 10 | Residential | Asphalt | 1003 | 10 |
| 1004 | 10 | Residential | Asphalt | 1004 | 10 | Residential | Asphalt | 1004 | 10 |
| 1005 | 10 | Residential | Asphalt | 1005 | 10 | Residential | Asphalt | 1005 | 10 |
| 1006 | 10 | Residential | Asphalt | 1006 | 10 | Residential | Asphalt | 1006 | 10 |
| 1007 | 10 | Residential | Asphalt | 1007 | 10 | Residential | Asphalt | 1007 | 10 |
| 1008 | 10 | Residential | Asphalt | 1008 | 10 | Residential | Asphalt | 1008 | 10 |
| 1009 | 10 | Residential | Asphalt | 1009 | 10 | Residential | Asphalt | 1009 | 10 |
| 1010 | 10 | Residential | Asphalt | 1010 | 10 | Residential | Asphalt | 1010 | 10 |



BASIC DATA TABLE

LEGEND