

INSTRUMENT OF TRANSFER

B. W. Pendervis  
Checked  
Local Kardux

KNOW ALL MEN BY THESE PRESENTS:

That, THE UNITED STATES OF AMERICA, acting by and through the WAR ASSETS ADMINISTRATION, under and pursuant to Executive Order 9689, dated January 31, 1946, 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 TRACY, a municipal corporation in 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 remise, released and forever quitclaimed, and by these presents does remise, release, and forever quitclaim unto the said CITY OF TRACY, its successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions, and reservation of property and rights hereinafter set out, all right, title, interest and claim in and to the following described property situate in the County of San Joaquin, State of California, to wit:

PARCEL 1:

Beginning at the NE corner of the SE $\frac{1}{4}$  of Section 8, township 3 South, range 5 East, Mount Diablo Base & Meridian, running thence northerly along the easterly line of Section 8 1,000 feet; running thence westerly parallel and distant 1,000 feet northerly from the south line of the northeast quarter of said Section 8 to a point on the westerly line of said NE $\frac{1}{4}$  a distance of 2,633.0 feet; running thence northerly along the westerly line of said NE $\frac{1}{4}$  490 feet more or less to a point 1,490 feet northerly of the SE Corner of the NW $\frac{1}{4}$  of said Section 8; running thence westerly parallel and distant 1,490 feet northerly at right angles from the southerly line of the NW $\frac{1}{4}$  of said Section 8 a distance of 2,633.0 feet more or less to a point on the west line of the NW $\frac{1}{4}$  of said Section 8, running thence southerly along the westerly line of said Section 8 a distance of 1,490 feet to the west corner of said Section 8; running thence easterly along the south line of the N $\frac{1}{2}$  of said Section 8 a distance of 5,266 feet to the NE corner of the SE $\frac{1}{4}$  of said Section 8, being the point of beginning; excepting therefrom that portion lying within Jefferson Road on the easterly boundary of said tract; containing 150.51 acres, more or less.

1 TOGETHER WITH runways, taxiways, parking aprons and field lighting  
2 system, one 20x30' wood frame building and steel control tower.

3 The above described premises are subject to existing easements for  
4 roads, highways, public utilities, railways and pipe lines, and irrigation  
5 ditches of the Santa-Carbona Irrigation District.

6 EXCEPTING, HOWEVER, from this conveyance all right, title and  
7 interest in and to all property in the nature of equipment, furnishings,  
8 and other personal property located on the land above described and on the  
9 land leased from the City of Tracy as hereinafter set out, which can be  
10 removed from the land without material injury to the land or structures  
11 located thereon, other than property of such nature located on such premises  
12 which is required for the efficient operation for airport purposes of the  
13 structures and improvements specifically listed hereinabove as being trans-  
14 ferred hereby; and further excepting from this conveyance all structures on  
15 such premises other than structures specifically described or enumerated  
16 above as being conveyed hereunder, and reserving to the party of the first  
17 part the right of removal from the premises of its property and structures  
18 excepted hereby within a reasonable period of time after the date hereof,  
19 which shall not be construed to mean any period less than one (1) year after  
20 date of this instrument.

21 And further excepting from this conveyance and reserving to the  
22 United States of America a perpetual easement for the construction, use,  
23 maintenance, replacement and repair of a right of way for the Delta-Mendota  
24 Canal (Central Valley Project), over 25.52 acres of land, more or less, a  
25 portion of the above described land, which is more particularly delineated  
26 on map dated January 3, 1946, numbered P 258 A, a copy of which is attached  
27 hereto and made a part hereof.

28 Further, the party of the first part, for the considerations  
29 hereinabove expressed, does hereby surrender, subject to the terms and  
30 conditions of this instrument, to the party of the second part the former's  
31 leasehold interest in and to the premises set forth and described in a Lease  
32 No. W-666-eng-2143 from the City of Tracy to the United States of America,

1 dated March 10, 1942, as modified by Supplemental Agreement No. 1 thereto,  
2 dated June 24, 1946, including 156.5 acres, more or less, of land situated  
3 in the County of San Joaquin, State of California.

4 The party of the second part does hereby release the party of the  
5 first part from any and all claims which exist or may arise under the  
6 provisions of the aforesaid lease, as so modified, except claims which may  
7 be submitted under Section 17 of the Federal Airport Act.

8 Said property transferred hereby was duly declared surplus and  
9 was assigned to the War Assets Administrator for disposal, acting pursuant  
10 to the provisions of the Surplus Property Act of 1944, as amended, Executive  
11 Order 9689, and applicable rules, regulations and orders.

12 That by the acceptance of this instrument or any rights hereunder,  
13 the said party of the second part, for itself, its successors and assigns,  
14 agrees that the aforesaid surrender of leasehold interest and transfer of  
15 other property shall be subject to the following restrictions, set forth  
16 in subparagraphs (1) and (2) of this paragraph, which shall run with the land,  
17 imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the  
18 Constitution of the United States of America, the Surplus Property Act of  
19 1944, as amended, Executive Order 9689, and applicable rules, regulations  
20 and orders:

21 \* (1) That the aforesaid leased premises and all property described  
22 in Parcel One above which together shall hereinafter be called the "airport",  
23 shall be used for public airport purposes, and only for such purposes, on  
24 reasonable terms and without unjust discrimination and without grant or  
25 exercise of any exclusive right for use of the airport within the meaning of  
26 Section 303 of the Civil Aeronautics Act of 1938. As used herein, "public  
27 airport purposes" shall be deemed to exclude use of the structures conveyed  
28 hereby, or any portion thereof, for manufacturing or industrial purposes.  
29 However, until, in the opinion of the Civil Aeronautics Administration or its  
30 successor Government agency, it is needed for public airport purposes, any  
31 particular structure transferred hereby may be utilized for non-manufacturing  
32 or non-industrial purposes in such manner as the party of the second part

1 deems advisable, provided that such use does not interfere with operation  
2 of the remainder of the airport as a public airport.

3 (2) That the entire landing area, as defined in WAA Regulation 16,  
4 dated June 26, 1946, and all structures, improvements, facilities and equip-  
5 ment of the airport shall be maintained at all times in good and serviceable  
6 condition to assure its efficient operation; provided, however, that such  
7 maintenance shall be required as to structures, improvements, facilities and  
8 equipment only during the remainder of their estimated life as determined by  
9 the Civil Aeronautics Administration or its successor Government agency. In  
10 the event materials are required to rehabilitate or repair certain of the  
11 aforementioned structures, improvements, facilities or equipment, they may  
12 be procured by demolition of other structures, improvements, facilities or  
13 equipment transferred hereby and located on the above described premises,  
14 which have outlived their use as airport property in the opinion of the Civil  
15 Aeronautics Administration or its successor Government agency.

16 That by the acceptance of this instrument, or any rights hereunder,  
17 the party of the second part, for itself, its successors and assigns, also  
18 assumes the obligations of, covenants to abide by and agrees to, and this  
19 surrender and transfer is made subject to, the following reservations and  
20 restrictions set forth in subparagraphs (1) to (6) of this paragraph, which  
21 shall run with the land, imposed pursuant to the authority of Article 4,  
22 Section 3, Clause 2 of the Constitution of the United States of America, the  
23 Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable  
24 rules, regulations and orders:

25 (1) That insofar as is within its powers and reasonably possible,  
26 the party of the second part, and all subsequent transferees, shall prevent  
27 any use of land either within or outside the boundaries of the airport,  
28 including the construction, erection, alteration, or growth of any structure  
29 or other object thereon, which use would be a hazard to the landing, taking-off,  
30 or maneuvering of aircraft at the airport, or otherwise limit its usefulness  
31 as an airport.  
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1           (2) That the building areas and non-aviation facilities, as such  
2 terms are defined in WAA Regulation 16, dated June 26, 1946, of or on the  
3 airport shall be used, altered, modified, or improved only in a manner which  
4 does not interfere with the efficient operation of the landing area and of  
5 the airport facilities, as defined in WAA Regulation 16, dated June 26, 1946.

6           (3) That itinerant aircraft owned by the United States of America  
7 (hereinafter sometimes referred to as the "Government"), or operated by any  
8 of its employees or agents on Government business, shall at all times have  
9 the right to use the airport in common with others; provided, however, that  
10 such use may be limited as may be determined at any time by the Civil  
11 Aeronautics Administration or the successor Government agency to be necessary  
12 to prevent interference with use by other authorized aircraft, so long as  
13 such limitation does not restrict the Government's use to less than  
14 twenty-five (25) per centum of capacity of the landing area of the airport.  
15 Government use of the airport by virtue of the provisions of this sub-  
16 paragraph shall be without charge of any nature other than payment for  
17 damage caused by such itinerant aircraft.

18           \* (4) That during the existence of any emergency declared by the  
19 President of the United States of America, or the Congress thereof, the  
20 Government shall have the right without charge, except as indicated below,  
21 to the full, unrestricted possession, control and use of the landing area,  
22 building areas, and airport facilities, as such terms are defined in WAA  
23 Regulation 16, dated June 26, 1946, or any part thereof, including any  
24 additions or improvements thereto made subsequent to the declaration of any  
25 part of the airport as surplus; provided, however, that the Government shall  
26 be responsible during the period of such use for the entire cost of maintain-  
27 ing all such areas, facilities, and improvements, or the portions used, and  
28 shall pay a fair rental for the use of any installations or structures which  
29 have been added thereto without Federal aid.

30           (5) That no exclusive right for the use of any landing area or air  
31 navigation facilities, as such terms are defined in WAA Regulation 16, dated  
32 June 26, 1946, included in or on the airport shall be granted or exercised.

1           (6) That the airport may be successively transferred only with  
2 the approval of the Civil Aeronautics Administration or the successor  
3 Government agency, and with the proviso that such subsequent transferee  
4 assumes all the obligations imposed upon the party of the second part by the  
5 provisions of this instrument.

6           By acceptance of this instrument, or any right hereunder, the party  
7 of the second part further agrees with the party of the first part as  
8 follows:

9       \* (1) That upon a breach of any of the aforesaid reservations or  
10 restrictions by the party of the second part, or any subsequent transferee,  
11 whether caused by the legal inability of said party of the second part or  
12 subsequent transferee to perform any of the obligations herein set out, or  
13 otherwise, the title, right of possession and all other rights transferred  
14 to the party of the second part, or any portion thereof, shall at the  
15 option of the party of the first part revert to the party of the first part  
16 upon demand made in writing by the War Assets Administration or its successor  
17 Government agency at least sixty (60) days prior to the date fixed for the  
18 reversion of such title, right of possession and other rights transferred, or  
19 any portion thereof; provided, that, as to installations or structures which  
20 have been added to the premises without Federal aid, the Government shall  
21 have the option to acquire title to or use of the same at the then fair  
22 market value of the rights therein to be acquired by the Government.

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

1 TO HAVE AND TO HOLD the property transferred hereby, except the  
2 property and rights excepted and reserved above, and under and subject to  
3 the aforesaid reservations, restrictions, and conditions, unto the said party  
4 of the second part, its successors and assigns forever.

5 IN WITNESS WHEREOF, the United States of America, acting by and  
6 through the War Assets Administrator, has caused these presents to be executed  
7 in its name and on its behalf by J. WAYNE HARROP, Acting Deputy Regional  
8 Director, War Assets Administration, and the CITY OF TRACY, to evidence its  
9 complete acknowledgment of, accord with, acceptance of and agreement to be  
10 bound by the terms, conditions, reservations and restrictions set forth in  
11 this instrument, has caused these presents to be executed in its name and on  
12 its behalf by J. W. STOCKING, its Mayor, and attested by CHAS. E. DE FRITAS,  
13 its City Clerk, and its seal to be hereunto affixed, all as of the

14 27 day of May, 1947.

15  
16 UNITED STATES OF AMERICA  
17 Acting by and Through  
18 War Assets Administration

19 WITNESSES:

20 By J. Wayne Harrup  
21 J. WAYNE HARRUP  
22 Acting Deputy Regional Director  
23 Office of Real Property Disposal  
24 War Assets Administration  
25 San Francisco, California

26 WITNESSES:

27 CITY OF TRACY  
28 A municipal corporation

29 Arvida Patton

30 By J. W. Stocking  
31 Its Mayor

32 Benny Waldenwith


ATTEST:

33 Chas. E. De Fritas  
34 City Clerk

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STATE OF CALIFORNIA :  
: ss.  
CITY AND COUNTY OF SAN FRANCISCO :

On this 27 day of May, 1947, before me, \_\_\_\_\_  
MARION M. BENDER, a Notary Public in and for the City and County  
of San Francisco, California, personally appeared J. WAYNE HARTROP, known to me  
to be the Acting Deputy Regional Director, War Assets Administration, and  
known to me to be the person whose name is subscribed to the within instrument  
on behalf of War Assets Administration, who executed said instrument on behalf  
of the United States of America, and acknowledged to me that he executed the  
same as the free and voluntary act and deed of the United States of America and  
the War Assets Administration and as his own free and voluntary act and deed.

  
\_\_\_\_\_  
Notary Public  
In and for the City and County of  
San Francisco, State of California

(SEAL)

My commission expires: My Commission Expires Dec 31 1950



1 STATE OF CALIFORNIA :  
2 : ss.  
3 COUNTY OF SAN JOAQUIN :

4 On this 19<sup>th</sup> day of June, 1947, before me Serge  
5 Walsworth, a Notary Public in and for said  
6 County, personally appeared J. W. STOCKING,  
7 known to me to be the Mayor of the CITY OF TRACY, and known to me to be the  
8 person whose name is subscribed to the within instrument on behalf of the  
9 CITY OF TRACY, and acknowledged to me that he executed the same as the free  
10 and voluntary act and deed of the CITY OF TRACY and as his own free and  
11 voluntary act and deed.

12 Serge Walsworth  
13 Notary Public

14 (SEAL)

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17 My commission expires:  
18 April 26, 1950  
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Tracy City Council Meeting  
June 18, 2013

Mayor and Council Members,

At the Tracy City Council meeting 7pm tonight the City Staff is moving to shorten our main runway to under 4000 feet thereby changing the airports designation from a "medium airport" to a "small airport". This makes our protection zones significantly smaller, allow significant encroachment from the housing development planned at the end of the runway, decreases its usefulness as an airport, and decreases safety to both pilots and the public.

Terms of the deed when control of the airport was transferred to the City from the Federal Government in 1947 require the City to protect the airport from encroachment and not limit its usefulness as an airport. Staffs current planned action violates both of those requirements. Additionally this action violates the grant assurances agreement that the City signed with the FAA.

The City staff is pushing a plan to change 12/30 to 3997x75  
Thereby changing the airport to a small designation which:  
Decreases safety zones  
Decreases funding priority  
Decreases FAA funds  
Moves more houses closes to the airport

If you remember ... May 15, 2012, Council directed Staff to return to and maintain the runway 12/30 at greater than 4000 feet. Mayor Ives then asked City Manager Leon Churchill it that direction was clear. Leon Churchill responded "Crystal". It seems that his vision of that direction has become clouded and he and the Airport Manager once again need to be redirected return maintain the runway 12/30 at greater than 4000 feet. .

We ask you to, once again, direct Staff to immediately, once and for all, cease and desist efforts to shorten the main runway and conform to its direction given by council on May 15, 2012.

Additionally, as the City directs funds from the airport enterprise funds to cover part of the cost for the City Attorney, we ask the Council direct the City Attorney to utilize those funds taken from the airport enterprise funds to actually protect the airports interests.

Attached is a copy of the transfer deed detailing the obligation The City made with the Federal Government when responsibility for the airport was transferred to the City from the Federal Government.

Thank You  
David Anderson  
Vice President  
Tracy Airport Association

CC:  
California Pilots Association  
Congressman Jeff Denham  
Robin Hunt FAA

Attachments:2  
Letter from John Collins AOPA  
Instrument of Transfer – Tracy Airport

<http://www.ci.tracy.ca.us/?navid=3572>

On May 15, 2012, staff presented another update on the Airport Improvement Options. At this meeting, City Council directed staff to work towards returning Runway 12/30 to 4,000 feet. On October 2, 2012, staff completed the necessary work to return the Runway 12/30 to 4,000 feet and cancelled the previous NOTAM.

The runways are being completely reconstructed and brought up to current standards, including safety standards. It is anticipated that through the pavement design process, runway 12/30 will now be 75 feet wide and 3,997 feet long in the final design. The overall impact of the above runway changes to the airport operations is minimal. A runway length of 3,997 is compatible with existing operations and planned development at the airport. The above changes will alter the land use surrounding the airport. The 2011 California Airport Land Use Planning Handbook (CALUPH) designates different land use planning guidelines for development surrounding airports based in part on runway length as categorized below:

Less than 4,000': Small Airport

4,001' to 5,999: Medium Airport

6,000' or more: Long Airport

In 2009, the San Joaquin Council of Governments, acting as the Airport Land Use Commission (ALUC), determined that the Tracy Municipal Airport (TMA) did not meet the criteria for a "Medium" or "Small" Airport designation. The ALUC determined that a hybrid land use planning designation would be appropriate for the TMA. However, if the runway is changed as indicated above, then the TMA would meet the length criteria for a Small Airport designation as outlined in the CALUPH instead of the existing hybrid from the ALUC. Such a designation would be pursued through a request to the ALUC, and if approved, would change the land use surrounding the airport to be in alignment with a

Small Airport designation.

Following are the next steps and timelines for the pavement project:

Basic Design of the Pavement Project: COMPLETE

Notice of Available Funding by FAA: July/August 2013

Final Design of the Pavement Project: Two weeks from notice of funding by FAA

Construction Bid Documents Issued: Three weeks from notice of funding by FAA

Award Construction Contract: Six weeks from release of RFP

Construction Completed: Five months from contract award

STRATEGIC PLAN



**AIRCRAFT OWNERS AND PILOTS ASSOCIATION**

421 Aviation Way • Frederick, MD 21701-4798  
Telephone (301) 695-2000 • Fax (301) 695-2375  
[www.aopa.org](http://www.aopa.org)

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June 18, 2013

The Honorable Brent H. Ives  
Mayor  
City of Tracy  
333 Civic Center Plaza  
Tracy, CA 95376

Re: City Council June 18, 2013 Meeting Agenda Item 1.D – Receive Update on the Tracy Municipal Airport Pavement Project and Confirm Staff Direction on Runway Design

Dear Mayor Ives:

The Aircraft Owners and Pilots Association (AOPA) represents the general aviation interests of almost 400,000 members, including 41,844 of our members in the state of California. On behalf of our membership, AOPA is committed to ensuring the future viability and development of general aviation airports and their facilities as part of a national transportation system.

We are writing to the City Council to express our concerns with the airport pavement project and its impact on the associated compatible land uses around the Tracy Municipal Airport.

It is our understanding that the City determined that the appropriate length for Runway 2/20 is 3,997 feet by 75 feet. This meets the Federal Aviation Administration's airport and runway design criteria. Because the length of the runway is less than 4,000 feet under the guidance provided by the California Airport Land Use Planning Handbook (2011 edition) the related airport compatible land use zones surrounding Tracy are much smaller than those for an airport with a runway length of 4,000 feet or greater. AOPA is concerned that the smaller compatible land use zones will allow more residential development closer to the airport underneath the traffic patterns and approach and departure paths than previously allowed under the Airport Compatible Land Use Plan for Tracy.

We see this as a detriment to normal airport and aircraft operations because it will create more noise complaints from residents in newer developments who might not otherwise be affected by aircraft overflights. It will then fall to the City to deal with those complaints and by extension deal with the airport. Based on decades of experience in dealing with airport concerns both in California and nationwide, AOPA is extremely concerned that steps would be taken that restrict or reduce the access to and the viability of the airport. Frankly, it appears to us that the City is playing games with public safety over a difference of three feet when an airport of this size deserves the added protection afforded by the larger safety areas. This is in direct conflict with the May 27, 1947 transfer document stipulations that the City:

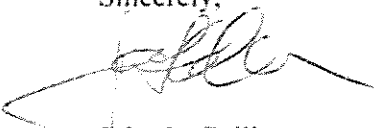
The Honorable Brent H. Ives  
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“insofar as within its powers and reasonably possible,...shall prevent any use of land either within or outside the boundaries of the airport, including the construction, erection, alteration, or growth of any structure or other object thereon, which use would be a hazard to the landing, taking-off, or maneuvering of aircraft at the airport, *or otherwise limit its usefulness as an airport.*” (Emphasis added)

AOPA strongly recommends and requests that the City maintain the 4,000-foot runway length and the associated compatible land use zones as a matter of prudent public policy.

Thank you for your consideration of our views on this subject. If we can be of further assistance, please contact our staff at 301-695-2200.

Sincerely,



John L. Collins  
Manager  
Airport Policy

cc:

Tracy City Council Members  
Rod Buchanan, Manager, Tracy Municipal Airport  
David Anderson, Vice President, Tracy Airport Association  
Denny Pressley, AOPA ASN Volunteer Tracy Municipal Airport

Tracy Airport Open House  
84<sup>th</sup> Anniversary and Independence  
Celebration Update

**GETTING THE WORD OUT**

- About a 1000 Fliers printed at Tracy's Paris Printers have been distributed
- 
- [www.June29.org](http://www.June29.org) banner flow over Tracy on two weekends.
- 
- Channel 26 Video completed will be aired on Channel Twenty six as soon as station has staff to upload video in two weeks. For now video in aired on several social media and at [http://tracyairportopenhouse.com/?page\\_id=161](http://tracyairportopenhouse.com/?page_id=161)

**RESUTLS**

- Although I caution that one hit does not necessarily equal one person, the [www.tracyairportopenhouse.com](http://www.tracyairportopenhouse.com) web site has more than 55,341 hits
- 
- The current sponsor's web sites have experienced at a minimum a 100% increase in their hits and some have has more than a 500% increase in traffic

**DUCKS IN A ROW**

- Only two more steps to complete in the City's permitting process mostly routine
- County food permitting application process complete
- State "ABC" process to starts in two days.
- 

**WHAT IS NEXT**

- Volunteer effort to Start
- Completed Permits
- Alliances among other organizations and entities
- Invitations to more businesses to participate

John Favors  
President  
Tracy Airport Association