

INSTRUMENT OF TRANSFER

July 13, 1948

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNITED STATES OF AMERICA, acting by and through the War Assets Administration, under and pursuant to Reorganization Plan One of 1947 (12 Fed. Reg. 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, and the CITY OF WATSONVILLE, a municipal corporation in the State of California, party of the second part;

WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the party of the second part of certain obligations, reservations, restrictions, and conditions and its covenant to abide by and agree to certain other reservations, restrictions, and conditions all as set out hereinafter has released, remised and quitclaimed, and does by these presents remise, release, quitclaim, and convey to said City of Watsonville, its successors and assigns, all right, title, interest, and claim in and to the following described real, personal, or mixed property situated in the County of Santa Cruz, State of California, to wit:

BEING a part of the Corralitos Ranchos in the County of Santa Cruz, State of California, and bounded by a line described as follows:

BEGINNING in the center line of Roache Road at a steel shaft set at the Southwest corner of the lands conveyed from Niram B. Mansfield to the City of Watsonville by deed recorded July 25, 1942 in Volume 442, Page 13, Official Records of Santa Cruz County; thence, from said point of beginning along the produced Southeast line of said lands of the City of Watsonville and along the center line of Roache Road S 56° 01' W 67.07 feet to a spike from which a two inch iron pipe monument 5 feet long bears S 88° 03' W 41.46 feet distant; thence, leaving Roache Road S 88° 03' W 421.46 feet to a 4x4 post on the East side of a forty foot roadway; thence, S 67° 30' W 42.72 feet to a 4x4 post on the West side of said roadway; thence, S 88° 03' W 80.00 feet to a 4x4 post; thence N 1° 57' W 87.70 feet to a 4x4 post on the North side of a forty foot roadway; thence, S 88° 03' W along said line 225.00 feet to an iron pipe monument; thence, N 1° 57' W along the East line of a forty foot roadway 214.00 feet to a station; thence S 88° 03' W 201

feet to a station; thence curving to the left from a tangent bearing S 38° 03' W, on a radius of 220.00 feet, through an angle of 42° 40' an arc distance of 163.83 feet to a point of compound curvature; thence, curving to the left on a radius of 600.00 feet, through an angle of 27° 10' an arc distance of 284.49 feet to a point of compound curvature; thence, curving to the left on a radius of 260.00 feet, through an angle of 20° 10' an arc distance of 91.51 feet to a station; thence S 1° 57' E 607.85 feet to a station on the North side of Roache Road; thence, S 77° 28' W along the North side of Roache Road 42.83 feet to the Southeast corner of the lands described in the Final Decree of Condemnation recorded March 24, 1944, in Volume 471, Page 497, Official Records of Santa Cruz County; thence, along the East line of said lands N 2° 24' W 1036.60 feet to a 4x4 post; thence, continuing along the boundary of said lands N 77° 31' E 379.40 feet to a station; thence N 5° 53' W 202.25 feet to the Southwest corner of the lands conveyed from Daniel J. Collins and Margaret F. Collins to the City of Watsonville by Deed recorded November 18, 1943 in Volume 458, Page 481, Official Records of Santa Cruz County; thence, N 77° 36' 30" E along the South boundary of said lands 674.34 feet to a station on the Westerly boundary of the above mentioned lands conveyed from Mansfield to the City of Watsonville; thence S 30° 37' 30" E 770.53 feet more or less to the point of beginning.

TOGETHER WITH certain buildings, improvements, installations, and property situate thereon and described as follows:

BUILDINGS: 5, 6, 35, 7, 10, 9, 22, 26, 8, 23, 24, 11, 39, 40, 41, 43, 44, and 29.

Runways, taxiways, apron; field lighting, marking and drainage, including field lighting vault; control tower; fencing; telephone system; sewage disposal system; electrical distribution system; water supply system; fueling system, complete.

- 1 Harrow Disc, offset. Allis Chalmers' Mfg. 2 rows of 8 disc fowd
- 1 Lighting unit, Portable flood light on wheels, Schram Corp. Model NPKEL2-2PNS
- 1 Tractor Bulldozer Caterpillar Model R4 USN #33938 Ser. #G1799
- 1 Tractor Mower International Model 1A NAS, San Diego, 391, Ser. #1AA-165-124
- 1 Tractor Tow Ferguson Tractor Motor #BNO40-2280, Ser. #BNO40-1731
- 1 Truck Crash, International Model HFA 36861 USN 54350, 1½ Ton, Ser. #M314-3006
- 1 Truck Oil International USN90517, 500 gal.
- 1 Motor Grader, Adams, USN433, Model 201 Ser. #787-IU4
- 14 Lights, Obstruction, complete
  - 1 Beacon light
  - Lights, runway
  - Lights, taxiway
  - 2 Lights, signal 10" flash landing signal, hand operated pistol type suspended from ceiling, BUArt 50CC-94-32290. Type B3
  - 1 Tetrahedron, complete

- 1 Compressor, air, Schram Inc, 2-wheel trailer VE-4-1 with Wisconsin 403969 gas engine
- 1 Energizer, external Jack & Heintz. Model H.H. 2300, Briggs & Stratton gas Motor #27373
- 2 Pumps, fuel, portable for De Gaussing planes, type A6 Yale & Towne Mfg. Co.
- 1 Welder, Arc, electric, 200 jr., Lincoln Elec Co. Ser. #A112305
- 1 4 lb. CO<sub>2</sub> Fire Ext.
- 24 15 lb. CO<sub>2</sub> Fire Ext.
- 7 50 ft. hose reels with hose
- 8 5 gal. water cans Fire Ext.
- 2 Foam extinguishers 2½ gal.
- 1 Charger, battery "Handy" Model F6T, AC 115V, 60 cyc. Balder Elec. Co.
- 1 Welding outfit, portable, oxy-acetylene
- 1 2-wheel rubber tire hand truck, acetylene tank, oxygen tank, 1 welding torch, 1 cutting torch, 2 pressure regulators, 75 ft. rubber hose, 5 welding tips and 1 cutting tip.
- 1 Hose cart with hose
- 1 Paint spraying outfit, consists of 1 spray gun, 3 qrt. containers, 3 lengths 50'ea. of hose, 1 pressure regulating gauge
- 1 Harrow, spring tooth 8 ft. long and 7 ft. wide
- 1 Harrow, 4 sections, spike tooth, each sec. 4 ft. 6 in. wide, 4 ft. long

SUBJECT, HOWEVER, to existing easements for roads, highways, public utilities, railways, and pipelines now of record.

EXCEPTING, HOWEVER, from this conveyance all right, title, and interest in and to all property in the nature of equipment, furnishings, and other personal property located thereon or on land leased from the City of Watsonville, as hereinafter set out, which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on such premises which is required for the efficient operation for airport purposes, or the structures and improvements specifically listed hereinabove as being transferred hereby; and further excepting from this conveyance all structures on the premises other than those specifically described or enumerated above as being conveyed hereunder and reserving to the party of the first part the right of removal from the premises of the property and structures excepted hereby within a reasonable period of time after the date hereof, which shall not be construed to mean any period less than one (1) year after the date of this instrument.

Further, the party of the first part for the consideration hereinabove expressed, does hereby surrender subject to the terms and conditions

1 of this instrument, to the party of the second part, the former's leasehold  
 2 interest in and to the premises described in lease from the City of Watsonville  
 3 to the United States of America, dated June 1, 1943, and being known as Navy  
 4 Lease NOy(R)-36219, which premises contain 287.58 acre more or less, and known  
 5 as Watsonville Municipal Airport.

6 Party of the second part does hereby release party of the first  
 7 part from any and all claims which exist or may arise under the provisions  
 8 of the aforesaid lease, except claims which may be submitted under Section 17  
 9 of the Federal Airports Act.

10 Said property transferred hereby was duly declared surplus and  
 11 was assigned to the War Assets Administration for disposal, acting pursuant  
 12 to the provisions of the abovementioned Act, as amended, Reorganization Plan  
 13 One of 1947 (12 Fed. Reg. 4534) and applicable rules, regulations and orders.

14 That by the acceptance of this instrument or any rights hereunder,  
 15 the said party of the second part, for itself, its successors and assigns,  
 16 agrees that the aforesaid surrender of leasehold interest and transfer of  
 17 other property shall be subject to the following restrictions, set forth  
 18 in subparagraphs (1) and (2) of this paragraph, which shall run with the land,  
 19 imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the  
 20 Constitution of the United States of America, the Surplus Property Act of  
 21 1944, as amended, Reorganization Plan One of 1947 (12 Fed. Reg. 4534) and  
 22 applicable rules, regulations and orders:

23 (1) That the aforesaid leased premises and all property described  
 24 above which together shall hereinafter be called the "airport", shall be  
 25 used for public airport purposes, and only for such purposes, on reasonable  
 26 terms and without unjust discrimination and without grant or exercise of any  
 7 exclusive right for use of the airport within the meaning of Section 303 of  
 1 the Civil Aeronautics Act of 1938. As used herein, "public airport purposes"  
 1 shall be deemed to exclude use of the structures conveyed hereby, or any  
 1 portion thereof, for manufacturing or industrial purposes. However, until, in  
 1 the opinion of the Civil Aeronautics Administration or its successor Government  
 2 agency, it is needed for public airport purposes, any particular structure

transferred hereby may be utilized for non-manufacturing or non-industrial purposes in such manner as the party of the second part deems advisable, provided that such use does not interfere with operation of the remainder of the airport as a public airport.

(2) That the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment of the airport shall be maintained at all times in good and serviceable condition to assure its efficient operation; 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 Civil Aeronautics Administration or its successor Government agency. In the event materials are required to rehabilitate or repair certain of the forementioned 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 Administration or its successor Government agency.

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 and transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (6) 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 (2 Fed. Reg. 4534) and applicable rules, regulations and orders.

(1) That insofar as is within its powers and reasonably possible, the party of the second part, and all subsequent transferees, shall prevent the use of land either within or outside the boundaries of the airport, for the construction, erection, alteration, or growth of any structure or object thereon, which use would be a hazard to the landing, taking-off or maneuvering of the airport, or otherwise limit its usefulness as an

1 airport.

2 (2) That the building areas and non-aviation facilities, as such  
3 terms are defined in WAA Regulation 16, dated June 26, 1946, of or on the  
4 airport shall be used, altered, modified, or improved only in a manner which  
5 does not interfere with the efficient operation of the landing area and of  
6 the airport facilities, as defined in WAA Regulation 16, dated June 26, 1946.

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

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

1 (5) That no exclusive right for the use of any landing area or  
2 air navigation facilities, as such terms are defined in WAA Regulation 16,



1 dated June 26, 1946, included in or on the airport shall be granted or  
2 exercised.

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

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

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

25 (2) That if the construction as covenants of any of the foregoing  
26 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, except the property and rights excepted and reserved above, and 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 parties hereto have caused these presents to be executed as of the 13th day of July 1948.

UNITED STATES OF AMERICA  
Acting by and Through  
War Assets Administration

By Donn A. Riggs

DONN A. RIGGS  
Associate Deputy Regional Director  
Office of Real Property Disposal  
Region 10  
San Francisco, California

WITNESSES:

Frank A. Mayfield  
Nora O. Bean

CITY OF WATSONVILLE  
A municipal corporation

By C. T. Baker  
Mayor

ATTEST: B. J. O'Brien  
City Clerk

WITNESSES:

J. J. Courson  
Marjorie W. Morris



1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF SANTA CRUZ)

4 On this 13th day of July, 1948, before me, Roy M. Sayre, a Notary  
5 Public in and for the County of Santa Cruz, State of California, residing  
6 therein, duly commissioned and sworn, personally appeared C. H. BAKER  
7 and F. J. O'BRIEN, known to me to be the Mayor and City Clerk, respectively,  
8 of the City of Watsonville, the municipal corporation described in and  
9 that executed the within instrument and also known to me to be the persons  
10 who executed the within instrument on behalf of the municipal corporation  
11 therein named, and acknowledged to me that such municipal corporation  
12 executed the same.

13 IN WITNESS WHEREOF I have hereunto set my hand and affixed my  
14 official seal in the County of Santa Cruz the day and year in this  
15 certificate first above written.

16  
17 Roy M. Sayre  
18 Notary Public in and for the County  
19 of Santa Cruz, State of California  
20 My commission expires April 19, 195

1 STATE OF CALIFORNIA :

2 CITY & COUNTY OF SAN FRANCISCO : ss

3  
4 On this 13th day of July, 1948, before me,  
5 Lonley Buge, a Notary Public in and for the City and County of  
6 San Francisco, State of California, personally appeared DONN A. BIGGS, known  
7 to me to be the Associate Deputy Regional Director, Office of Real Property  
8 Disposal, Region 10, San Francisco, California, and known to me to be the  
9 person who executed the within instrument on behalf of said War Assets  
10 Administration, which executed said instrument on behalf of the United States  
11 of America, and acknowledged to me that he subscribed to the said instrument  
12 the name of the United States of America and the name of the War Assets Admin-  
13 istration on behalf of the United States of America, and further that the  
14 United States of America executed said instrument.

15 WITNESS my hand and Official Seal.

16 (SEAL)

Lonley Buge  
Notary Public  
In and for the City and County of  
San Francisco, State of California

17 My Commission expires:

18 October 4, 1949

## (NOTICE)

## DELEGATION OF AUTHORITY NO.

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.




WAA Form 1241  
(4-12-48)UNITED STATES OF AMERICA  
War Assets AdministrationC E R T I F I C A T E

I, the undersigned L. S. Wright, Secretary  
Real Property Review 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 April 9, 1948, to make the following  
 certification, do hereby certify:

1. That DONN A. BIGGS is the  
Associate Deputy Regional Director, Office of Real Property Disposal,  
Region 10,  
 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 April 9, 1948.

Given under my hand this 13th day of July, 1948.

  
Secretary  
 (Title)  
Real Property Review Board  
 (Office)  
 War Assets Administration



RECORDED AT REQUEST OF ROY M. SAYRE JUL 24-1948 AT 31 MIN.  
 PAST 8 A. M. IN VOL 666 OF OFFICIAL RECORDS PAGE 505 SANTA CRUZ COUNTY  
 NO. 9791 FEE D. H.  
 LELA E. SWASEY, RECORDER