



CANCELLATION OF LEASE

MENDOCINO COUNTY AIRPORT

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THIS AGREEMENT, made and entered into by and between the UNITED STATES OF AMERICA (hereinafter called "Grantor") acting by and through War Assets Administration, under and pursuant to Executive Order 9880, dated January 31, 1946, and the power and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable regulations and orders, and MENDOCINO COUNTY, California (hereinafter called "Grantee").

W I T N E S S E T H :

THAT, WHEREAS, by lease dated September 6, 1944, and certain Supplemental Agreements dated September 11, 1944, the Grantee leased to the Grantor the various properties therein described, located in the area known as Mendocino County Airport, located at Little River, California, which is hereinafter sometimes referred to as the "airport"; and,

WHEREAS, said leased property has been declared surplus to the needs of the Grantor, and pursuant to WAA Regulation 16, the Grantor is authorized to dispose of said leasehold interest insofar as it relates to premises within the airport property, and to dispose of the structures and improvements on such leased premises in the manner and upon the terms hereinafter stated;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, it is agreed by and between the Grantor and the Grantee:

1. That said Lease and Supplemental Agreements, which would otherwise continue in full force and effect until six (6) months after termination of the present status of war subject to the provisions thereof, are hereby cancelled.

2. That the Grantee, having determined to exercise its option to require restoration of the premises, in accordance with the provisions of the Lease and Supplemental Agreements, does hereby release the Grantor from any and all obligations to maintain the leased premises in good and tenantable



1 condition, and restore the premises to the same condition they were in at
2 the time the Grantor entered upon the same, and does hereby accept delivery
3 of the possession thereof in the condition they are in at the date of
4 delivery.

5 3. That by the acceptance of this instrument, the Grantee, for
6 itself, its successors and assigns, assumes the obligations, and agrees to
7 the following reservations and restrictions which shall run with the land,
8 imposed pursuant to the authority of Article 4, Section 3, Clause 3 of the
9 Constitution of the United States of America, the Surplus Property Act of
10 1944, as amended, and WAA Regulation 16.

11 A. Use by the Grantee. (1) That the airport shall be used
12 for public airport purposes on reasonable terms and without unjust discrimina-
13 tion and without grant or exercise of any exclusive right for use of the
14 airport within the meaning of Section 503 of the Civil Aeronautics Act of
15 1938.

16 (2) That the entire landing area, as defined in WAA
17 Regulation 16, and all improvements, facilities, and equipment of the airport
18 shall be maintained at all times in good and serviceable condition to ensure
19 its efficient operation.

20 (3) That insofar as is within its powers and reasonably
21 possible the Grantee shall prevent any use of land either within or outside
22 the boundaries of the airport, including the construction, erection, altera-
23 tion, or growth of any structures or other objects thereon which use would
24 be a hazard to the landing taking off, or maneuvering of aircraft at the
25 airport, or otherwise limit its usefulness as an airport.

26 (4) That the building areas and nonaviation facilities,
27 as such terms are defined in WAA Regulation 16, shall be used, altered,
28 modified, or improved only in a manner which does not interfere with the
29 efficient operation of the landing area and of the airport facilities.

30 B. Use by the Grantor: (1) That the Grantor shall at all
31 times have the right to use the airport in common with others; provided,
32 however, that such use may be limited as may be determined at any time by

1 the Civil Aeronautics Administration or the successor Government agency to
2 be necessary to prevent interference with use by other authorized aircraft,
3 so long as such limitation does not restrict the Grantor's use to less than
4 twenty-five (25) per centum of capacity of the airport. The Grantor's use
5 of the airport to this extent shall be without charge of any nature other
6 than payment for damage caused by aircraft belonging to the Grantor.

7 (2) That during the existence of any emergency declared
8 by the President of the United States of America or the Congress thereof,
9 the Grantor shall have the right without charge except as indicated below
10 to the full, unrestricted possession, control and use of the landing area,
11 building areas, and airport facilities, as such terms are defined in WAA
12 Regulation 16, or any part thereof, including any additions or improvements
13 thereto made subsequent to the declaration of the airport property as sur-
14 plus; provided, however, that the Grantor shall be responsible during the
15 period of such use for the entire cost of maintaining all such areas, facil-
16 ities, and improvements, or the portions used, and shall pay a fair rental
17 for the use of any installations or structures which have been added thereto
18 without Federal aid.

19 C. That no exclusive right for the use of any landing area
20 or air navigation facilities, as such terms are defined in WAA Regulation
21 16, included in the above described real estate shall be granted or exercised.

22 It is agreed by and between the Grantor and Grantee that, upon
23 a breach of any of the reservations, restrictions, or conditions by the
24 Grantee or any subsequent transferee, the interest, right of possession or
25 other right transferred shall, at the option of the Grantor, revert to the
26 Grantor upon demand.

27 IN WITNESS WHEREOF, the Grantor, acting by and through the
28 War Assets Administration, has caused these presents to be executed in
29 its name and on its behalf by Walter H. Sullivan, Jr., Deputy Regional
30 Director, War Assets Administration, and the Grantee has caused these
31 presents to be executed in its name and on its behalf by its Chairman of
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the Board of Supervisors, and its seal to be herewith affixed, all as of the
day of _____, 1946.

UNITED STATES OF AMERICA
Acting by and through
War Assets Administration

W. H. ...
Special Agent in Charge
Office of Real Property Disposal

MENDOCINO COUNTY, California

By _____
Chairman, Board of Supervisors