

C O P Y

WAR ASSETS ADMINISTRATION
Regional Office of Real Property Disposal
30 Van Ness Avenue
San Francisco 2, California

In reply refer to: RSF-PPM/F

Stockton AAF, Tracy Aux. 5
Tracy, California
WAA Case No. W-Calif-141

December 9, 1946

Division Engineer
South Pacific Division
351 California Street
San Francisco 19, California

Attention: Chief, S.F. Sub-Office, Real Estate Division

Dear Sir:

In accordance with your letter dated December 2, 1946, War Department File PSDRM-M 602 (General), we are enclosing herewith the original and one signed copy of Attachment to SPB-5, acknowledging custody and accountability for all real and installed property at Tracy Auxiliary Airfield as of November 20, 1946.

Very truly yours,

/s/ Frank J. Ferguson, Jr.
/t/ FRANK J. FERGUSON, JR., Director
Real Property Management Division

Encl: (in dup)
as indicated above.

Incl 41

STOCKTON BUY IN 1913 (TRACY)

Tracy, California

S.F.N. - 5 Report

LEGAL DESCRIPTION OF PROPERTY

Tract #A

All that certain real property situate, lying and being in the County of San Joaquin, State of California, containing one hundred fifty-six and five-tenths (156.5) acres, more or less, and more particularly described as follows:

The Southeast Quarter (SE¹/₄) of Section Eight (8), Township Three South (3S), Range Five East (5E), Mount Diablo Base and Meridian, excepting therefrom a right-of-way for a county road which exists along the east border of said tract, and excepting therefrom Two (2) acres, situated and lying in the southeast corner of said tract.

Containing 156.5 acres, more or less.

Tract #1

That certain real property situated in the County of San Joaquin, State of California, described as follows:

A portion of the South one-half (S¹/₂) of the North one-half (N¹/₂) of Section eight (8), Township three (3) South, Range five (5) East, Mount Diablo Base and Meridian, described as follows:

Beginning at the quarter section corner between Sections 8 and 9 of said Township and Range; thence West along the South line of the North one-half (N¹/₂) of said Section 8, 3600 feet; thence North parallel with the East line of said Section 8, 1000 feet; thence East parallel with the South line of the North one-half (N¹/₂) of said Section 8, 3600 feet to the East Line of said Section 8; thence South along the East line of said Section 8, 1000 feet to the point of beginning, containing 82.64 acres, more or less.

EXCEPT the East 25 feet as conveyed by P. Fabian to County of San Joaquin by Deed dated June 17, 1905, recorded November 21, 1905 in Book "A" of Deeds, Vol. 129, page 123, San Joaquin County Records.

Tract #2

That certain real property situated in the County of San Joaquin, State of California, described as follows:

STOCKTON AND AIR FIELDS, JR. 15 (TRACY)

Tracy, California

S.F.F. - 5 Report

LEGAL DESCRIPTION OF PROPERTY Cont'd

Tract #2 (Continued)

Commencing at the common corner of Sections fifteen (15), sixteen (16), twenty-one (21) and twenty-two (22), Township three (3) South, Range six (6) East, Mount Diablo Base and Meridian; thence North $0^{\circ} 05' 40''$ West 5294.88 feet to a point which is common to the Tracy Land and Water Company tract as described as being conveyed in Deed recorded November 11, 1909 in Book "A" of Deeds, Vol. 185, page 95, San Joaquin County Records, at its Northwest corner and to the C. and A. Boltzen tract as described in deed recorded October 15, 1937 in Vol. 587 of Official Records of San Joaquin County, page 303 at its most Northeastly corner, as the point of beginning; thence South $44^{\circ} 41' 20''$ West along the North line of said Boltzen land 1700 feet; thence South $45^{\circ} 18' 40''$ East 1687.23 feet to the East line of said Boltzen land; thence North $0^{\circ} 05' 40''$ West along the Eastline of said Boltzen land 2395.03 feet to the point of beginning, containing 32.921 acres, more or less.

CORRECTION

STOCKTON ARMY AIR FIELD ANX. #5 (TRACY)

Tracy, California

S.P.D. - 5 Report

LEGAL DESCRIPTION OF PROPERTY Cont'd

Tract #2 (Continued)

a portion of the Northwest quarter of Section Eight, Township Three South, Range Five East, Mount Diablo Base and Meridian described as follows:

Beginning at the quarter corner common to Sections Seven and Eight said Township and Range, thence Northerly along and westerly line of Section Eight 1490 feet; thence Easterly and parallel to the Northerly line of Section Eight 2633 feet more or less to the East line of said Northwest quarter; thence South along said line 490 feet more or less to the North line of the tract described in the deed to United States of America, dated April 22, 1943, recorded April 22, 1943, in Book 821 of Official Records of San Joaquin County, page 209; thence West along said line 942 feet more or less to the Northwest corner of said tract; thence South along the West line of said tract 1000 feet to a point on the East-West Quarter Section line of said Section Eight, thence West along said line 1691 feet, more or less, to the point of beginning, containing 68.44 acres, more or less.

Stockton Army Air Field, Aux. #5 - ENGLT

PB-5

UNITED STATES OF AMERICA
SURPLUS PROPERTY BOARD Tracy, Calif.

Budget Bureau No. 16-R005.2
Approval expires May 1, 1946

DECLARATION OF SURPLUS REAL PROPERTY
(In the continental United States, its Territories and possessions)
to the Surplus Property Board, Washington 25, D. C.

CORRECTION

IMPORTANT.—Instructions for completing this form appear on reverse.

1. FROM: **War Department**
Corps of Engineers, Washington 25, D. C.

2. LOCATION OF PROPERTY (ATTACH MAP) **55 Miles East of San Francisco, California (See Block 6, Schedule B)**

3. REPRESENTATIVES TO CONTACT **E. J. Ellingson, Chief, Real Estate Section, So. Pac. Div., 351 Calif. St., S.F. Phone Garfield 6900 (See Block 3 Schedule)**

4. USE OF PROPERTY WHEN ACQUIRED
Airport and Agricultural (See Block 4 Schedule)

5. OPINION OF BEST FUTURE USE
Airport (See Block 5 Schedule)

7. DATE **26 JUL 1946**

8. REPORTING AGENCY No. **WD - 668-A**

9. SURPLUS PROPERTY BOARD No.

10. DISPOSAL AGENCY No. **HO'N/dt**

11. APPROXIMATE AREA

12. COST OF PROPERTY

ACQUISITION	\$
BETTERMENTS	\$
TOTAL	\$

13. PROCEEDS: IF "REIMBURSABLE", GIVE SYMBOL AND TITLE OF APPROPRIATION OR GOVERNMENT CORPORATION.

6. GENERAL DESCRIPTION OF PROPERTY **Installation known as Stockton Army Airfield Aux. #5, Tracy, California. (Also known as Tracy Auxiliary No. 5)**

TJC
RWL
LBK

CORRECTED LEGAL DESCRIPTION - TRACT NO 2, ATTACHED:

<p>DO NOT FILL IN</p> <p>FORWARDED BY SPB TO:</p> <p>Date _____ Initials _____</p> <p>REALTY CONTROL BRANCH</p>	<p>14. AUTHORIZED BY Chief of Engineers</p> <p>EDWARD J. FANFLIK</p> <p>(Name of reporting official (please type))</p> <p>Chief, Management & Disposal Division</p> <p>(Title (please type))</p> <p>Signed</p> <p>BY _____</p> <p>(Signature of authorized official)</p>
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DECLARATION OF SURPLUS REAL PROPERTY

(In the continental United States, its Territories and possessions)
to the Surplus Property Board, Washington 25, D. C.

IMPORTANT.—Instructions for completing this form appear on reverse.

1. FROM: War Department, Army Service Forces,
Corps of Engineers, Washington, 25, D. C.

2. LOCATION OF PROPERTY (ATTACH MAP) 55 Miles East of San Francisco,
California
(See Block 6, Schedule B)

3. REPRESENTATIVES TO CONTACT E. J. Ellingson, Chief, Real Estate
Section, So. Pac. Div., 351 Calif. St., S. F.
Phone Garfield 6900 (See Block 3 Schedule)

4. USE OF PROPERTY WHEN ACQUIRED
Airport and Agricultural
(See Block 4 Schedule)

OPINION OF BEST FUTURE USE
Airport
(See Block 5 Schedule)

7. DATE 23 APR 1946	8. REPORTING AGENCY NO.
9. SURPLUS PROPERTY BOARD NO.	10. DISPOSAL AGENCY NO.
11. APPROXIMATE AREA Leased 156.5 acres Fee 150.51 "	
12. COST OF PROPERTY (Block 6, Sch. C & D)	
ACQUISITION (Fee)	\$ 9,050.00
BETTERMENTS	\$ 533,371.00
TOTAL	\$ 542,421.00
13. PROCEEDS: IF "REIMBURSABLE", GIVE SYMBOL AND TITLE OF APPROPRIATION OR GOVERNMENT CORPORATION.	

6. GENERAL DESCRIPTION OF PROPERTY
Installation known as Stockton Army Airfield Aux. #5,
Tracy, California. (Also known as Tracy Auxiliary No. 5.)

The government owned property consists of 150.51 acres of land improved with runways. The leased portion of the installation consists of the original airport of 156.5 acres and is improved with runways, taxiways, tower, etc. This is covered by lease W868-eng-2143. (See Block 6, Schedule A to F)

HO'N/lbj

TJC
CMF
EJF

DO NOT FILL IN
FORWARDED BY SPB TO:

Realty Control cy

14. AUTHORIZED BY **CHIEF OF ENGINEERS**

ROBERT H. FARIAN
(Name of reporting official (please type))
Lt Col, Corps of Engineers
(Title (please type))
Signed
BY _____
(Signature of authorized official)

STOCKTON ARMY AIRFIELD AUX. #5 (TRACY)

Tracy, California

S.P.B. - 5 Report

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- BLOCK 3 - SCHEDULE - - - - - List of Representatives to Contact
- BLOCK 4 - SCHEDULE - - - - - Use of Property When Acquired
- BLOCK 5 - SCHEDULE - - - - - Opinion of Best Future Use
- BLOCK 6 - SCHEDULE A - - - - - Legal Description of Property
(Perimeter and Tract Descriptions)
- BLOCK 6 - SCHEDULE B - - - - - Final Project Map of the Land
- BLOCK 6 - SCHEDULE C - - - - - List of Buildings and Utilities
- BLOCK 6 - SCHEDULE C-1 - - - - - Plot Plan of Buildings
- BLOCK 6 - SCHEDULE D - - - - - Tract Register
- BLOCK 6 - SCHEDULE D-1 - - - - - Exceptions to Fee Title
- BLOCK 6 - SCHEDULE D-2 - - - - - Attorney's Report on Government's
Legal Title
- BLOCK 6 - SCHEDULE E - - - - - Narrative Report of Additional
Information
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STOCKTON ARMY AIR FIELD AUX. #8 (TRACY)

Tracy, California

SPB-5 Report

LIST OF REPRESENTATIVES TO CONTACT

Major W. H. Sullivan, Jr. C.E.
Chief, Management and Disposal, Real Estate Division
Pacific Division
351 California Street
San Francisco 19, California.

Garfield 6900 - Extension 26

Donn A. Biggs
Chief, San Francisco Sub-Office
Real Estate Division, Pacific Division
350 California Street
San Francisco, California

Garfield 6900, Extension 197

W. B. Wiley
Chief, Management & Disposal Section
San Francisco Sub-Office
Real Estate Division
350 California Street
San Francisco, California

Garfield 6900 - Extension 76

Donald R. Keene, Reviewing Appraiser
Pacific Division Engineer
351 California Street
San Francisco, California

Garfield 6900, Extension 297

STOCKTON ARMY AIR FIELD ADA. #5 (TRACY)

Tracy, California

SPB-5 Report

ACQUISITION USE

The former use of Tracts 1 and 2 and the original airport were for dry farming on a summer fallow basis. The chief crop was grain. Some irrigation is available in the immediate vicinity.

Block 4 Schedule

STOCKTON ARMY AIR FIELD AIX. #5 (TRACY)

Tracy, California

SPB-5 Report

FUTURE USE

Airport usage appears to be the best and highest use for this property. Reversion to agriculture for the parts of land acquired in fee is not recommended insofar as runways from existing airport were extended on to said portions.

Inventory Report of
Buildings and Structures on Leased Land
 TRACY AUXILIARY #5
 (Tracy Municipal Airport)

Post Bldg. No.	Designation	Type of Construction	Size	Cost
---	Office Building	Wood	20' x 30'	Existing Municipal Construction. No Costs Available.
---	Control Tower	Steel	---	" " "

TRACY AUXILIARY #5
(Tracy Municipal Airport)

COST OF CONSTRUCTION

Runways, Taxiways and Apron - - - - -	\$506,879.
Field Lighting - - - - -	26,492.
	<u> </u>
<u>TOTAL COST - -</u>	<u>\$533,371.</u>

It has not been possible to separate cost of construction between leased and government-owned land and total costs only are shown. Costs shown are as reported on Form 39-B, Project Cost Summary.

Construction is in Good Condition.

TRACY AUXILIARY #5
(Tracy Municipal Airport)

LIST OF CONTRACTORS

Contractor	Address	Description of Work
Fredrickson & Westbrook	212 - 13th Street Sacramento, Calif.	Runway Construction.
Pacific Gas & Electric Co.	Stockton, Calif.	Relocate Power Lines,
Shell Oil Co., Inc.	Shell Bldg. Los Angeles, Calif.	Relocate Telephone Pole Line and Circuits.
Louis Vistica	Yuba City, Calif.	Seeding.
M. J. Ruddy & Son	922 J Street Modesto, Calif.	Taxiways.

STOCKTON ARMY AIRFIELD AUX. #5 (TRACY)

Tracy, California

S.P.B.-5 Report

EXCEPTIONS TO FEE TITLE

Tract A

Leasehold Interest (City of Tracy Lessor) is subject to exception as follows:

- a. Right of Way as conveyed to Valley Pipe Line Co., a corporation, by deed recorded in Book "G" of Miscellaneous Vol. 31, page 312, San Joaquin County Records, the interest of said Valley Pipe Line Co. has passed to Shell Oil Co. Inc., (as to SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 8).
- b. Right of Way as conveyed to Pacific Gas and Electric Co., a corporation, per deed recorded in Book of Official Records Vol. 305, page 179, San Joaquin County Records, the interest of said Pacific Gas and Electric Company has since passed to Standard-Pacific Gas Line, Inc., (as to SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 8).

Tract #1

Right of Way for pipe line (together with right of ingress and egress) over NW $\frac{1}{4}$ of Section 8, Township 3 South, Range 5 East as conveyed by deed executed by John W. H. Collins to Valley Pipe Line Company (now Shell Oil Company, Incorporated, a Virginia corporation) dated September 18, 1914 and recorded Jan. 8, 1915 in Book A of Deeds Vol. 252, Page 177, San Joaquin County Records.

Tract #2

- a. This tract of land lies within the Banta-Carbena Irrigation District.
- b. Same Exception as Tract #1.

STOCKTON ARMY AIRFIELD AUX. #5 (TRACT)

Tracy, California

S.P.D.-5 Report

ATTORNEY'S REPORT ON GOVERNMENT'S LEGAL TITLE

I certify that I have examined the Real Estate Records of the Division Engineer and that on the basis of such examination I conclude that title to the land described in Block 6, Schedule A, attached hereto, vested in fee simple of record in the United States of America on the date set out on Block 6, Schedule D, and that fee simple title of Record continued in the United States up to and including the date of my examination, free and clear of all encumbrances, defects, or interests impairing or adversely affecting the title to said property except for the items stated in Block 6, Schedule D-1.

DATED: March 15, 1946



STOCKTON ARMY AIRFIELD AUX. #5 (TRACY)

Tracy, California

S.P.B.-5 Report

NARRATIVE REPORT OF ADDITIONAL INFORMATION

The following list of prospects known to the War Department is submitted:

- (1) City of Tracy, Calif. lessors of Tract A.

Additional Data.

- (1) In connection with construction of the Central Valley Project by the Bureau of Reclamation the location of Delta-Mendota Canal was determined to cross subject property. The Secretary of Interior requested a permit be granted for a right of way and was informed that it would cross a runway. The property being surplus the War Department notified the Civil Aeronautics Administration and further relocation is pending before negotiation of permit.

- (2) During the term of the lease Standard Oil Entered Property and laid an 18" pipe on right of way along easement referred to in Block 6, Schedule D-1 in regard to Tract A.

RETAINED LEASE

W 882-004-2143

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 **THE CITY OF TRACY, CALIFORNIA** AND **THE UNITED STATES OF AMERICA**
Eng 30068 P 331-05 A 0905-23
the available balance of which is sufficient to cover cost of same.

1. THIS LEASE, made and entered into this **10th** day of **March**,
in the year one thousand nine hundred and **forty-two** by and between
The City of Tracy, San Joaquin County, State of California,
whose address is **City Hall, Tracy, California,**

for **its** ~~business~~ 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:

All that certain real property situate, lying and being in the County of San Joaquin, State of California, containing one hundred fifty-six and five-tenths (156.5) acres, more or less, and more particularly described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Eight (8), Township Three South (3S), Range Five East (5E), Mount Diablo Base and Meridian, excepting therefrom a right-of-way for a county road which exists along the east border of said tract, and excepting therefrom two (2) acres, situated and lying in the southeast corner of said tract.

Containing 156.5 acres, more or less.

Said premises being shown, outlined in red, on a map or plat thereof, numbered 105-12-139 and dated Feb., 1942, attached hereto and made a part hereof, to be used exclusively for the following purposes (see instruction No. 3):

Air Corps Activity.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning **March 10, 1942** and ending with **June 30, 1942.**

3A. 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 Dollar (\$1.00) per annum or any part thereof,~~ and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least ~~sixty (60)~~ 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 ~~thirtieth (30th)~~ day of ~~June, 1965.~~

~~The Lessor shall furnish to the Government during the occupancy of said premises under this lease the following information: the rent, the name of the tenant, the date of the lease, and the date of the expiration of the lease.~~

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

~~Six Thousand Three Hundred Sixty-two and 00/100 Dollars (\$6,362.00) for period March 14, 1948 to June 30, 1948; thereafter the sum of (\$1.00) One Dollar per annum.~~

~~Payment shall be made at the end of each fiscal year ending June 30, to Finance Officer, U. S. Army, 200 New Montgomery Street, San Francisco, California.~~

~~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.~~

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OFFICE OF THE ENGINEER
SAN FRANCISCO, CALIFORNIA
DIVISION
AUG 21 42 10 34 AM

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[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 the community.

12. The Government shall have the right, during the existence of this lease, to erect and install in or on the premises hereby leased such structures and other improvements as may be deemed necessary by the Government to make the premise suitable for the purposes for which the same are leased, which structures and improvements so placed in or upon the said premises shall be and remain the property of the Government and shall be removed therefrom by the Government upon the termination of the lease.

13. It is agreed that the Government shall not be responsible for any damages to said premises that may arise incident to the use thereof for the purpose for which leased, and the Government shall not be required by the Lessor to restore the premises under the terms of this lease. (However, it is agreed that in addition to the real property hereinbefore described the Government for the same rent is leasing from the city the complete lighting equipment of the airport, turned over to the city by the United Air Lines, and the Government agrees at its own cost and expense to keep the same in good order and condition during the same entire term of this lease, and to deliver the same to the city at the termination thereof. An inventory of the said lighting equipment shall be made immediately after the signing of this lease, and signed by both parties hereto.)

14. The Government, during the first five years of the term of this lease, shall have the option to purchase the demised real property at not to exceed the sum of \$7,825.00. Title shall be conveyed to the Government by general grant deed, free and clear of all encumbrances; provided that if the Attorney General, upon examination of the abstract of title furnished by the Lessor, shall not approve the title, and condemnation proceedings are instituted, the Lessor, if requested by the Government, agrees to the entry of a consent verdict fixing the award at the option price.

Paragraphs 6, 8, 9 and 10 of this lease deleted and Paragraphs 12, 13 and 14 added prior to signature. Paragraph 3A added prior to signature.

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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.

Chas. De Arlita

[CORPORATE SEAL]

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12.

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

In presence of:

THE CITY OF TRACY,

Sergio Wasswally
Tracy, California
(Address)

BY: Fred Herzog Lessor.

UNITED STATES OF AMERICA,

By R.B. Daugherty

R.B. Daugherty, Captain, 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, Charles E. De Freitas, certify that I am the City Clerk

~~Secretary of the~~ corporation named as Lessor in the attached lease; that Fred Herzog

_____, who signed said lease on behalf of the Lessor, was then

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.

Charles E. De Freitas

[CORPORATE SEAL]

W 868 Eng 2143

R E S O L U T I O N

WHEREAS, The United States of America, hereinafter called the Government, has submitted to the City of Tracy, hereinafter referred to as the City, a proposed agreement of lease in writing, dated the 10th day of March, 1942, and covering the following described premises, known as the Tracy Airport, to-wit:

All that certain real property situate, lying and being in the County of San Joaquin, State of California, containing 156.5 acres, more or less, and more particularly described as follows: The Southeast Quarter of Section Eight, Township Three South, Range Five East, M. D. B. & N., excepting therefrom a right of way for a county road which exists along the East border of said tract, and excepting therefrom Two acres, situate and lying in the Southeast corner of said tract, and

WHEREAS, the City Council of the City have heard read the said agreement of lease, and are familiar with the terms thereof, and believe it to be for the best interest, benefit and advantage of the City to enter into such an agreement of lease with the Government,

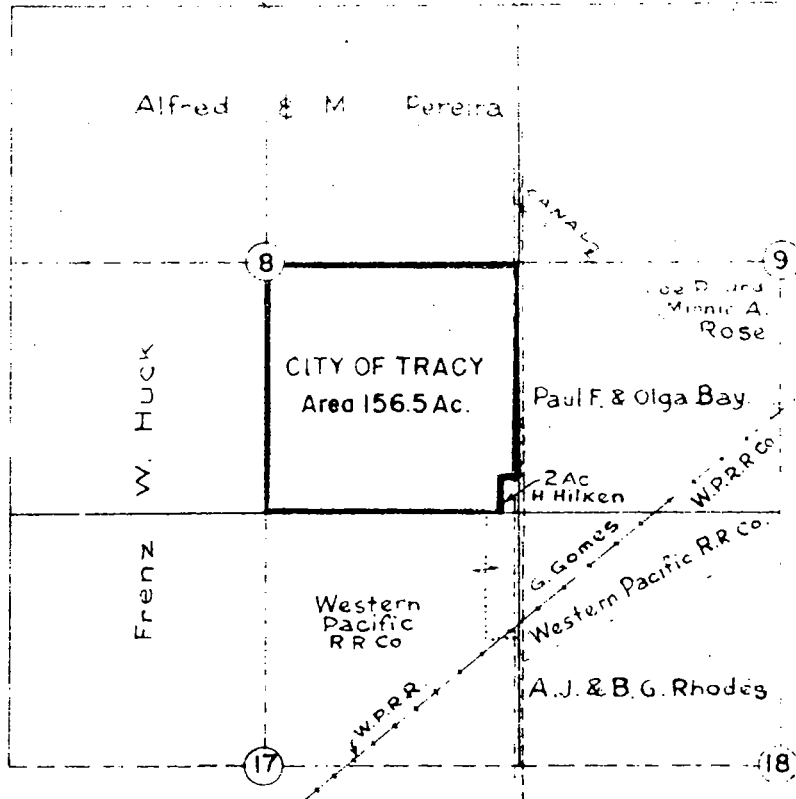
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that the City hereby accepts and approves the said lease dated the 10th day of March, 1942, and

BE IT FURTHER RESOLVED that the Mayor of the City, he, and he is hereby authorized to sign the same as presented, for and in behalf of the City.

C E R T I F I C A T I O N

I, Charles E. DeFreitas, do hereby certify, that I am the duly elected, qualified and acting City Clerk of the City of Tracy; and that the above and foregoing is a true and correct resolution duly and regularly passed and adopted by the City Council at a regular meeting held

T.3S, R.5E, M.D.B & M.



LAND TO BE LEASED FROM
CITY OF TRACY, CALIF.
FOR AUXILIARY LANDING FIELD,
STOCKTON FIELD, NEAR STOCKTON, CALIFORNIA
SCALE: 1"=2000'

Edwin Jensen L U 400
George Corps of Engineers, U.S.A.

SURVEY INSPECTION OF TRACY MUNICIPAL AIRPORT

I. DESCRIPTION OF PREMISES:

All that certain real property situate, lying and being in the County of San Joaquin, State of California, containing one hundred fifty-six and five-tenths (156.5) acres, more or less, and more particularly described as follows:

The Southeast quarter (SE $\frac{1}{4}$) of Section Eight (8), Township Three South (3S), Range Five East (5 E), Mount Diablo Base & Meridian, excepting therefrom a right-of-way for a county road which exists along the east border of said tract, and excepting therefrom two (2) acres, situated and lying on the southeast corner of said tract.

Containing one hundred fifty-six and five tenths (156.5) acres, more or less.

II. Owner and Lessor:

City of Tracy, located in the County of San Joaquin, California.

III. Buildings on Premises:

- a. Office 18' wide x 30' long built about 1940 and in good condition. It is a wood frame structure built on a concrete foundation and having a shingle roof.
- b. Hangar 30' wide x 200' long repaired and remodeled in 1940. This building has a three inch thick concrete slab flooring in all except the most easterly 50 foot section which has a wood floor and was used primarily for a classroom. The building has a wood frame covered with corrugated iron on sides, back and roof. It has four sections of fifty feet length each and separated by wood partitions. Each section has tongue in groove lumber sliding doors.

This hangar has an addition extending fifty feet to the west and forty-two feet wide of the same structure. This extension is divided in the center by a partition.

- c. Repairs and machine shop 18' wide x 27' long located at the west end of the hangar. This building has two rooms in only fair condition. It is also frame structure and covered with corrugated iron.
- d. Pump house and well. Frame building six feet square containing a one horse power general electric motor and a one hundred gallon tank.
- e. Restrooms. One frame building 24' long and 8' wide. One half for women and one half for men.

For location of buildings and other improvements, see sketches attached to this report.

IV. Other Improvements:

- a. Three Butane gas heating units each equipped with one 280 gallon storage tank.
- b. Twenty-four boundary lights complete with underground wiring around perimeter of field.
- c. Thirty-nine obstruction lights on telephone poles, etc.
- d. Two runway flood lights on hangar.
- e. One revolving beacon on steel tower.
- f. One compass swinging base with oil foundation and concrete markers designating compass points. This base is 50' in diameter.
- g. Twelve green lights designating ends of runways. Two runways and three lights at each end.
- h. One Stanava windsock mounted on west end of hangar building.
- i. Fifteen tie-down anchors for planes.
- j. 6 plane blocks. 3 equipped with power outlets. These are asphalt slabs 6' square.
- k. Concrete slab equipped with water, compressed air and center drain used as wash rack for planes.
- l. Gasoline storage tank with a capacity of 2,500 gallons complete with fittings and connections to gasoline fill pit with connections and hose reel.

V. Fences:

- a. North boundary
 1. No fence.
- b. West boundary 2640'
 1. Four strand barbed wire in poor condition.
- c. South boundary 2640'
 1. 2330' of four strand barbed wire in poor condition.
 2. 310' of board fence in fair condition
- d. East boundary
 1. 2100' of four strand barbed wire fence in fair condition.

VI. Land:

- a. The runways are unimproved and a heavy crop of weeds has grown up. The runways are Northeast--Southwest and Northwest--Southeast diagonals

of the field. The NE-E runway is about 3200' more or less long, and the NE-SW runway is about 3100' more or less.

- b. Gravel borrow pit. - At approximately the center of the South boundary of the field 300' long and 50' wide and about 25' deep, all of which is in the field which is being leased.
- c. Previous uses. - This land has been used for the last few years as a preliminary flying training field by the United Air Lines. Prior to this it was cultivated and sowed with peas.
- d. Soil. - Gravelly. Maximum size of rock about one inch.

VII. This inspection of the premises described above was made by James W. Borland, (Senior Engineering Aide, Civil) representing the U. S. Engineers, and J. H. Lamb, Mayor of Tracy, representing the Lessor, jointly on the 23rd day of February, 1942.

/s/ J. H. Lamb
J. H. LAMB, Mayor, City of
Tracy, California.

/s/ James W. Borland,
JAMES W. BORLAND, Senior
Engineering Aide, U. S.
Engineer Office, Sacramento
California.

RECORD OF PHYSICAL SURVEY OF LAND AND BUILDINGS

AR 30-1415

(Par. 10)

(In quadruplicate)

(Suggested form of points to be covered by survey)

STATE OF CALIFORNIA (STATE PARK COMMISSION)

(RESIDENT, OWNER OR AGENT)

Joseph C. Moore, Colonel, Air Corps, Station Commandant, Salinas AAB

(NAME OF OFFICER)

(RANK AND ORGANIZATION)

"Mount Peak"-Monterey and San Benito Counties, California

(LOCATION)

20 February 1944

(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: Mountain Peak and Bench Land
- 2. OWNER: State of California (State Park Commission)
- 3. TOTAL AREA CONTRACTED FOR: 189 Acres
 LAND: 189 Acres BUILDINGS: 860 sq. ft.
- 4. CROPS: (Including Orchards) None
- 5. BUILDINGS (Condition): Fair to Good
 FLOORS: Good WALLS: Good CEILINGS: Good ROOF: Fair to Poor
 ELEVATOR: None STAIRWAYS: None PLUMBING: None DRAINAGE: Good
- 6. CONTENTS OF BUILDINGS (Condition) Use reverse side
- 7. FENCING (Condition), amount and type) Good-about 2 miles 4 strand barbed wire
- 8. OTHER IMPROVEMENTS (Condition of) Pipeline, pump house and pump 2 tanks-
see "remarks" - (over)
- 9. REMARKS: (over)

STATE PARK COMMISSION

STATE OF CALIFORNIA

(OWNER OR AGENT)

BY:

W. J. ...
Sacramento, California
(ADDRESS)

Joseph C. Moore 240
Colonel, Air Corps
(RANK AND ORGANIZATION)

ACT 149. Municipal and County Airport Law. (Stats. 1927, p. 465;
Amended by Stats. 1939, ch. 461.)

The amendment of 1939 is as follows:

4a. Contracts with state and federal governments. Any municipal corporation or public agency operating or maintaining an airport or airports shall be empowered to grant leases, licenses, concessions and other privileges to the State of United States Government, upon such terms and conditions as may be agreed upon, for the use or occupancy of hangars, structures, works or other aviation facilities thereof by the War Department, or the Navy Department, or the National Guard, or by other State or Federal departments or agencies in connection with, or related to, the purposes of aviation or air commerce (including military aeronautics), and to acquire or construct such hangars, structures, works or other facilities on such airport or airports as may be required for such uses or purposes, and to enter into contracts with the State or Federal Government as may be deemed necessary or convenient therefor, subject to the limitations as to duration of term as may be provided by law for the granting of such leases, licenses, concessions or privileges to, or the entering into of such contracts with, private persons or agencies. (Added by Stats. 1939, ch. 461.)

I hereby certify that the foregoing is a full, true and correct copy of Act 149, General Laws of California, as added to the Municipal and County Airport law of the State of California, by Chapter 461, Statutes, of 1939, State of California.

/s/ E. P. Daugherty
E. P. DAUGHERTY
Captain, Corps of Engineers,
Contracting Officer.

SUPPLEMENTAL AGREEMENT

This supplemental agreement entered into this 30th day of December, 1944, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this agreement, and SHELL OIL COMPANY, INCORPORATED, a corporation organized and existing under the laws of the Commonwealth of Virginia,

hereinafter called the contractor, WITNESSETH That:

WHEREAS, On the 26th day of July, 1943, the parties hereto entered into contract No. W-04-167-ENG-47 (hereinafter called "basic contract") for the removal and relocation of a telephone pole line at TRACY AUXILIARY FIELD, near Tracy, California, which said telephone pole line as originally located constituted a flight hazard to the use and operation of said Field, and the elimination of which hazard was required so that the Government might obtain the full benefit and use of said Field,

and

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

FIRST: To reduce the net cost of said removal and relocation, including the acquisition of the required rights-of-way, which is set forth in the basic contract and also in the Contractor's Invoice No. PD 1-15, dated 18 January 1944, and revised 13 May 1944, as FIVE THOUSAND NINE HUNDRED EIGHTY-TWO AND 42/100 DOLLARS (\$5982.42), by the sum of NINE HUNDRED SEVENTY-NINE AND 29/100 DOLLARS (\$979.21), as a result of crediting the Government with an adjustment between the estimated salvage price and the new price on salvage material; and

SECOND: To provide for the subordination of the right of the Contractor to construct, operate and maintain aerial lines along the original rights-of-way to the right of the Government to construct, operate and maintain said Field and a 30 to 1 angle of glide based thereon.

ORIGINAL

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

1. The amount of "\$5,982.42" appearing on Page 1 of the basic contract is revised to read: "\$5003.21"; and the sum of "Five Thousand, Nine Hundred Eighty-two and 42/100ths (\$5,982.42) Dollars", set forth in ARTICLE 2 of the basic contract for payment by the Government to the Contractor is revised to read: "FIVE THOUSAND THREE AND 21/100 DOLLARS (\$5003.21)", which latter sum represents a fair and reasonable net cost for the removal and relocation provided for in the basic contract, including the acquisition of the required rights-of-way.

2. The following provision is added to the basic contract as "ARTICLE 5-A":

"The Contractor hereby subordinates its right to the construction, operation and maintenance of aerial lines, of any nature whatsoever, along the original rights-of-way occupied by said existing telephone pole line to the right of the Government to construct, operate and maintain said Field and a 30 to 1 angle of glide based therein."

JAN 23 9 40 AM '45
OFFICE DIVISION ENGINEER
PACIFIC DIVISION

RECEIVED

THIS SUPPLEMENTAL AGREEMENT shall be subject to the approval of the Chief of Engineers, United States Army.

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 [Signature]
R. H. THOMPSON, Major
Corps of Engineers, Contracting Officer

(Official title)

SHELL OIL COMPANY, INCORPORATED

(Contractor)

By [Signature]
E. F. Davis, Vice-President
1008 West Sixth Street
Los Angeles, California

(Address)

Approved 20 March 1945
(Date)

[Signature] THOMAS M. ROBINS
Major General, Acting Chief of
Engineers

CONSENT OF SURETY

We, the bondsmen for the due performance of the original contract, hereby give our full consent to the foregoing supplemental agreement and agree that our bond or bonds shall apply to and cover the due performance of the contract as modified and extended thereby.

In presence of:

(Individual surety)

[SEAL]

(Individual surety)

[SEAL]

(Corporate surety)

Attest:

By _____

I, B. D. Noortz, certify that I am the Assistant Secretary of the corporation named as Contractor herein; that E. F. DAVIS who signed this contract on behalf of the Contractor was then Vice-President of said corporation; that said contract 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.

[Signature] corporate seal

Contract No. W-04-167-eng-47

Negotiated Contract

C O N T R A C T

Shell Oil Company, Incorporated

(Contractor)

1008 West Sixth Street

Los Angeles, California

(Address)

W A R

(Department)

Contract For: Relocate existing telephone pole line.

Amount: \$5,982.42

Place: Tracy Auxiliary Field near Tracy, California.

Payment will be made by the Finance Officer, United States Army,
450 Mission Street, San Francisco, California.

* * * * *

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof:

Allotment: 8-32220 P210-10 A 0905-24.

Appropriation: 212/40905 Engineer Service, Army, 1942-1944.

* * * * *

Statutory Authority * * * * Title II of the First War Powers Act, 1941, Act of December 18, 1941, (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

THIS CONTRACT, entered into this 26th day of July 1943, by and between the UNITED STATES OF AMERICA, hereinafter called the Government represented by the Contracting Officer executing this contract, and the Shell Oil Company, Incorporated, a corporation organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the Contractor, WITNESSETH THAT:

WHEREAS, The Government has undertaken, as a specific part of the war effort, the construction of an airdrome near Tracy, California, known as Tracy Auxiliary Field; and

WHEREAS, existing telephone pole line, the property of the Contractor, is located beginning at the mid-point of the north line of Section 7, T 3 S R 5 E M.D.B. & M, thence east 1/2 mile to the west side of Corral Hollow Road, thence south 1/2 mile along said road to a point, thence cross Corral Hollow Road to a point which is the SW corner of the airfield boundary, thence east 1/2 mile along said boundary to the center of Section 8, thence south 1/2 mile to a point in the south line of Section 8, thence east 1/2 mile to the SE corner of Section 8, thence south along County Road 1/2 mile to a point; and

WHEREAS, said telephone pole line constitutes a hazard to the use and operation of the Tracy Auxiliary Field, the elimination of which is required so that the Government may obtain full benefit and use of said Field; and

WHEREAS, the most economical and expeditious means of eliminating said hazard, all factors considered, is to relocate approximately four (4) miles of pole line as described hereinbefore, to a point a minimum distance of one-half (1/2) mile from said Field; and

WHEREAS, such relocation will result in certain expense to the Contractor; and

WHEREAS, construction of said Auxiliary Field is authorized by the appropriation previously shown; and

WHEREAS, the Government is authorized to enter into this contract by the provisions of Section 1(a) of the Act of Congress approved July 2, 1940 (Public No. 703 - 76th Congress), and as continued in effect by Section 9 of the Act approved June 30, 1941 (Public Law 139 - 77th Congress), and is ready and willing to pay the cost and expense thereof as hereinafter provided; and

WHEREAS, the Contractor does possess the necessary facilities and capital and is ready and willing to relocate said telephone pole line referred to herein;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1. Labor and Material. The Contractor shall furnish all labor and material necessary for constructing said telephone pole line in said new location, including acquisition of new right of way therefor, and removing said existing telephone pole line, as directed by the Contracting Officer, at said Tracy Auxiliary Field near Tracy, California.

ARTICLE 2. Payment. To cover the cost of constructing said telephone pole line, including acquisition of right of way, and removing existing telephone pole line, the Government shall pay to the Contractor the sum of Five Thousand, Nine Hundred Eighty-two and 42/100ths (\$5,982.42) Dollars when the work has been completed to the satisfaction of the Contracting Officer, and said payment shall include all costs in connection therewith.

ARTICLE 3. Commencement and Completion. The work under this contract shall be commenced within one (1) calendar day after date of execution of the contract, and shall be completed within Sixty (60) calendar days thereafter.

ARTICLE 4. Engineering. All engineering which may be required of either party under this contract will be conducted in the same manner and under the same regulations as such work is ordinarily performed by such party.

ARTICLE 5. Ownership. The materials and equipment furnished by the Contractor in connection with the performance of this contract as well as the materials and equipment salvaged by the Contractor from the removal of said existing telephone pole line, shall be and remain the sole property of the Contractor. The Contractor agrees that, as long as said Tracy Auxiliary Field is operated and maintained by the Government, no overhead telephone pole line will be constructed by the Contractor which will obstruct the clearance zone and 30 to 1 glide angle approaches to said field.

ARTICLE 6. Covenant against contingent fees. The Contractor warrants that he has not employed any person to solicit or secure his contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions, payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

ARTICLE 7. Officials not to benefit. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 8. Disputes. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor at his address shown herein. Within 30 days from said mailing the Contractor may appeal in writing to the Secretary of War, whose written decision or that of his designated representative or representatives thereon shall be final and conclusive upon the parties hereto. The Secretary of War may, in his discretion, designate an individual, or individuals, other than the Contracting Officer, or a board as his authorized representative to determine appeals under this article. The Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. The president of the board, from time to time, may divide the board into divisions of one or more members and assign members thereto. A majority of the members of the board or of a division thereof shall constitute a quorum for the transaction of the business of the board or of a division, respectively, and the decision of a majority of the members of the board or of a division shall be deemed to be the decision of the board or of a division, as the case may be. If a majority of the members of a division are unable to agree on a decision or if within 30 days after a decision by a division, the board or the president thereof directs that the decision of a division be reviewed by the board, the decision will be so reviewed, otherwise the decision of a majority of the members of a division shall become the decision of the board. If a majority of the members of the board is unable to agree upon a decision, the president will promptly submit the appeal to the Under Secretary of War for his decision upon the record. A vacancy in the board or in any division thereof shall not impair the powers, nor affect the duties of the board or division nor of the remaining members of the board or division, respectively. Any member of the board, or any examiner designated by the president of the board for that purpose, may hold hearings, examine witnesses, receive evidence and report the evidence to the board or to the appropriate division, if the case is pending before a division. Pending decision of a dispute hereunder the contractor shall diligently proceed with the performance of this contract. Any sum or sums allowed to the Contractor under the provisions of this Article shall be paid by the United States as part of the cost of the articles or work herein contracted for and shall be deemed to be within the contemplation of this contract.

ARTICLE 9 Patents. The Contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, article, or appliance manufactured or used in performance of this contract, including their use by the Government, except for any invention pertaining to item none of Article 1 hereof. The Government shall hold and save the Contractor harmless from liability of any nature or kind, including costs and expenses, for infringement of patent rights pertaining to item none of Article 1, hereof.

ARTICLE 10. Labor. (a) Eight-hour law. No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than 8 hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of 8 hours per day and work in excess of 8 hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of \$5 shall be imposed upon the Contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than 8 hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government: Provided; That this stipulation shall be subject in all respects to the exceptions and provisions of U. S. Code, title 40, sections 321, 324, 325 and 326, relating to hours of labor, as modified by the provisions of Section 303 of Public Act No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

(b) Convict labor. The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor. This provision shall not be construed to prevent the Contractor or any subcontractor hereunder from obtaining any of the supplies, or any component parts or ingredients thereof, to be furnished under this contract or any of the materials or supplies to be used in connection with the performance of this contract, directly or indirectly, from any Federal, State or territorial prison or prison industry, Provided, That such articles, materials or supplies are not produced pursuant to any contract or other arrangement under which prison labor is hired by or employed or used by any private person, firm or corporation.

ARTICLE 11. Anti-discrimination. (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

ARTICLE 12. Delays--Damages. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in Article 3, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby. If the Contractor's right to proceed is so terminated, the Government may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor; Provided, That the right of the Contractor to proceed shall not be terminated under this article because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God, or of the public enemy, acts of the Government (including, but not restricted to, any preference, priority or allocation order), acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall within 10 days from the beginning of any such delay (unless the Contracting Officer, with the approval of the Secretary of War or his duly authorized representative, shall grant a further period of time prior to the date of final settlement of the contract) notify the Contracting Officer in writing of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days, by the Contractor to the Secretary of War or his duly authorized representative, whose decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

ARTICLE 13. Assignment of Rights Hereunder. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following:

- (i) General Accounting Office;
- (ii) the Contracting Officer
- (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract;
- (iv) the officer designated in this contract to make payments thereunder

(c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this Article may be further assigned and reassigned to a bank, trust company or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph.

(d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction.

(e) Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

(f) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor.

ARTICLE 14. Damage by Enemy Operations. The Contractor shall not be liable for damage to or destruction of the work or any part of the work covered by this contract resulting from enemy operations, including any action taken by the military, naval or air forces of the United States in resisting an enemy attack. In the event the work covered by this contract is damaged due to enemy operations, the Contractor shall, if so ordered by the Contracting Officer, repair such damage under a change order stipulating the additional sum to be added to the contract price and the additional time for performance. In the event the work covered by this contract is destroyed or damaged due to enemy operations and the Government determines not to replace or repair such work, the Contractor shall be paid all costs reasonably incurred in connection with the prosecution of the work.

The United States does not assume liability for any damage to or destruction of Contractor's equipment, materials or supplies, resulting from enemy operations, including any action taken by the military, naval, or air forces of the United States in resisting an enemy attack, either while such property of the Contractor is in transit or at the site of the work.

ARTICLE 15. Notice to the Government of Labor Disputes. Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor will immediately give notice thereof to the Contracting Officer. Such notice shall include all relevant information with respect to such dispute.

ARTICLE 16. Accident Prevention. In order to protect the life and health of employees in the performance of this contract, the Contractor will comply with all pertinent provisions of the "Safety Requirements in Excavation-Building--Construction" approved by the Chief of Engineers, 16 December 1941, as revised 15 May 1942, (a copy of which is on file in the office of the Contracting Officer) and as may be amended, and will take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for this purpose. The Contractor will maintain an accurate record of and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all cases of death, occupational disease and traumatic injury arising out of or in the course of employment on work under this contract. The Contracting Officer will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose aforesaid. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work. When satisfactory corrective action is taken, a start order will be issued. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

ARTICLE 17. Approval. This contract shall be subject to the approval of the Chief of Engineers and shall not be binding until so approved. _____

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in triplicate by their respective representatives and officers hereunto duly authorized, and the Contractor's corporate seal hereunto affixed, as of the day and year first above written.

APPROVED: 20 March 1945

Thomas M. Robins
THOMAS M. ROBINS
Major General
Acting Chief of Engineers

THE UNITED STATES OF AMERICA
By R. H. Thompson
R. H. Thompson, Major
Corps of Engineers, Contracting Officer

WITNESSES:

D. S. Coye
D. S. Coye
Los Angeles Calif.
(Address)

Gertrude F. Parker
Gertrude F. Parker
(Address)

SHELL OIL COMPANY, INCORPORATED
By E. F. Davis
E. F. Davis
Vice-President
(Title)

1008 West Sixth Street
Los Angeles 14, California
(Address)

I, B. D. KOONTZ, certify that I am the Assistant secretary of the corporation named as Contractor herein; that E. F. DAVIS who signed this contract on behalf of the Contractor, was then Vice President of said corporation; that said contract 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.

B. D. Koontz (corporate seal)
B. D. Koontz

CLASSIFICATION OF LAND IN MILITARY

STATE California COUNTY San Joaquin

PROJECT NAME Stockton Air Base Auxiliary Field (Tracy)
Additional Land

OPERATING AGENCY War Department

ACREAGE ACQUIRED:

PRIOR TO 7/1/40..... Acres

SINCE 6/30/40..... 150.64 Acres

TOTAL ACRES.....
(Acres)

ACREAGE ACQUIRED SINCE 6/30/40 BY

PURCHASE FROM PRIVATE OWNERS..... 150.64
(Acres)

TRANSFER FROM OTHER
GOVERNMENTAL AGENCY.....
(Acres)

TRANSFERRED FROM
(Agency)

REMARKS:

Dry farming land, suitable for irrigation.

PROJECT NO. _____

TYPE OF AREA IN WHICH

PROJECT IS LOCATED

FARMING X

GRAZING

FOREST

URBAN

OTHER

OCE Form No

Tracy Aux. Field, Cal.
Stockton Army Air Field

REAL PROPERTY INVENTORY REPORT

WAR DEPARTMENT
Office of the Chief of Engineers
Washington, D. C.

1. AAFPS (ATE), Stockton Field, (Tracy Auxiliary Field) 2. Date of Report: 23 November 19 43
(Name of Post, Camp, Station or Installation)

3. (a) Tracy (b) San Joaquin (c) California 4. (a) Army Air Forces (b) AAF West Coast Flying Training
Location County State Using Force (Command or Service) Command

5. *TRACY AUXILIARY FIELD*
Army Air Forces Pilot School (Advanced Two Engine)
(Type of Station, Rep. Tr. Center - Armored Div. Camp, etc.)

6. (a) 6 miles distant from City of (b) Tracy, Calif. whose population is (c) Approx. 6000

7. TOTAL LAND AREA:
(a) Areas maintained under continuous use 151 140.44 156.5 acres.
(b) Other areas necessary to operation acres.
(c) Areas not in use (excess lands) acres.
(d) Description of excess lands acres.
(e) Recommendations relative to EXCESS LANDS above

8. LEASED FACILITIES: Type (Hotel, Warehouse, Airfield, etc.) Airfield
Annual Rental \$ 1.00
Total Cost of Alterations at Government expense to date Unknown. Portion of runways constructed by Area Engr. and certain buildings demolished by Area Engineer.

9. HOUSING: Not applicable.
(A) DESIGNED CAPACITY (B) ACTUAL OCCUPANCY (C) GENERAL CONDITION
OR USE
as of 19 E-Excellent G-Good F-Fair
U-Unsatisfactory
Rating by Rating by
Post Serv. Com.

(a) Military Personnel (For capacity, based on 60 sq. ft. per man, 120 sq. ft. per officer				
(b) Civilian War Housing:				
1. Family Units				
2. Dormitory Units				
(c) Prisoners of War (For capacity, based on 60 sq. ft. per man, 120 sq. ft. per officer).				
(d) Other Housing				
(e) TOTAL HOUSING				

10. HOSPITALS (Bed Capacity):
(a) General Hospitals. None
(b) Station Hospitals.

11. STORAGE SPACE (square feet);
(a) Closed Storage
 1. Heated None
 2. Unheated None
(b) Open Storage
 1. Paved. None
 2. Unpaved. None

12. OFFICE BUILDING SPACE (square feet) None

13. SHOP SPACE (square feet). None

Page 2

14. BUILDINGS & STRUCTURES	Number on Gov't. Owned Lands	Number on Leased Lands	GENERAL CONDITION	
			Rating by Post	Rating by Serv. Com.
(a) Permanent Buildings. (Masonry Walls)	None	None		
(b) Temporary Buildings.	"	"		
(1) Cantonment Type	"	"		
(2) T. of O. Type	"	"		
(3) Hutments.	"	"		
(c) Tents.	"	"		
(d) Hangars. (Sizes):	"	"		
15. ROADS:				
(a) Primary (miles).	None			
(b) Secondary (miles).	25		F	F
(c) Parking Areas (sq. yds.).	None			
16. RAILROADS:				
(a) Trackage (miles)	None			
(b) Average weight of rail				
17. RUNWAYS (list each separately):				
(a) Direction	E-W	NW-SE	3	
(b) Type of paving	3" Road Mix	3" Road Mix	3" Road Mix	
(c) Length	4000'	4000'	3400'	
(d) Width	300'	300'	300'	
(e) Design Load	15000# Wheel Load	15000# Wheel Load	15000# Wheel Load	
(f) Character of Approaches	Open	Open	Open	
(g) Type of plane now using	AT-17 & UC-78	AT-17 & UC 78	AT-17 & UC78	
(h) Traffic volume	50-75 Takeoffs & Landings per day	16 per day	10 per day	
(i) Are pavements satisfactory for present traffic?	Yes	Yes	Yes	
(j) What is life expectancy with:				
1. Present Traffic	5 years	5 years	5 years	
2. Lighter Traffic	6 years	6 years	6 years	
3. Heavier Traffic	4 years	4 years	4 years	
(k) General Condition - Rating by Post	Good	Good	Good	
Rating by Serv. Com.	G	G	G	
18. TAXIWAYS (list each separately):				
(a) Type of Paving	None			
(b) Length				
(c) Width				
(d) Design Load				
(e) General Condition - Rating by Post				
Rating by Serv. Com.				
19. APRONS:				
(a) Type of Paving	None			
(b) Square yards				
(c) Design Load				
(d) General Condition - Rating by Post				
Rating by Serv. Com.				
20. WEATHER:				
(a) Maximum Temperature(annual	110		(d) Normal Annual Rainfall	14.11"
(b) Minimum Temperature(annual	25		(e) Normal Annual Snowfall	
(c) Average Annual Temperature	72			
21. CIVILIAN PERSONNEL - Availability: Not applicable				
Pleasant	Sufficient		Insufficient	
22. TRANSPORTATION FACILITIES:				
(a) RAILROAD: (1) Passenger Service - Adequate	Yes			
	(yes or no)			
(2) Freight Service - Adequate	Yes			
	(yes or no)			
(b) AIRWAY: Airport Service - Adequate	None			
	(yes or no)			
(c) HIGHWAY: Access Roads - Adequate	Yes			
	(yes or no)			
(d) WATERWAYS: - Adequate	None			
	(yes or no) (or none)			

23. DEPTH OF GROUND WATER LEVEL: 10' 24. TYPE OF SOIL Sandy loam
25. GENERAL DRAINAGE CONDITIONS (describe briefly) Good. Sloping north to south
26. FLOODING FROM RIVERS, RAINFALL, ETC.? None DESCRIBE BRIEFLY EXTENT AND RECURRENCE _____
(yes or no)
27. RECURRENT HEAVY WIND STORMS? Yes DESCRIBE BRIEFLY EXTENT AND RECURRENCE 40-50 MPH
(yes or no)
about once a year.
28. WATER SUPPLY: (a) Adequate for none troops based on _____ gals. per capita per day.
(b) Chemically and bacteriologically satisfactory? _____
(yes or no)
29. SEWAGE SYSTEM: (a) Adequate for none troops based on _____ gals. per capita per day.
(b) Does discharge of effluent create health menace or nuisance? _____
(yes or no)
30. ELECTRICAL SUPPLY: (a) Is supply source satisfactory? Yes
(yes or no)
(b) Condition of post distribution system: Good _____ Satisfactory yes Unsatisfactory _____
(yes or no) (yes or no) (yes or no)
31. REFRIGERATION: (a) Adequate for None troops. (b) Ice Plants adequate for None troops.
32. PRINCIPAL FUEL: Coal None. Gas _____. Oil _____. Other (describe) _____
33. SPACE HEATING, PRINCIPALLY BY: Central Plant None. Furnaces _____. Stoves _____
34. LAUNDRY: (a) Is it post-operated None (b) Rated capacity (No. of men) _____
(yes or no)
35. SERVICES TO OTHER: Describe utility services, if any, furnished to other agencies or to private consumers:
None
36. STATE CONDITIONS THAT CONTRIBUTE TO HIGH OPERATION AND MAINTENANCE COSTS: _____
37. LIST ESTIMATED COST OF LARGE REPAIRS OR RECONSTRUCTION REQUIRED IN NEXT 12 MONTHS None
IN THE 12 MONTHS FOLLOWING \$20,000. repairing landing mats.
38. Layout map attached showing acreages of areas, location and identification of buildings and improvements, etc.
If not attached, when will it be submitted? Map will be submitted within the next 30 days.
39. Are photographs of general area and buildings available? Yes.
- PREPARED BY: R.S. CRAIG Post Engineer APPROVED: LLOYD H. TULL Commanding Officer
Major, CE Colonel, AC
40. TOTAL COST OF CONSTRUCTION TO DATES \$ 5,000. (Cost of Land excluded. State whether Estimated or Actual and year or years of construction; if part is estimated, give amount of estimate and describe part.) Not known
TO BE ANSWERED BY SERVICE COMMAND
41. SUITABILITY OF POST FOR PRESENT USE: Excellent _____ Good _____ Fair F Unsatisfactory _____
42. SUITABILITY OF POST FACILITIES FOR PARTIAL USE FOR: (a) Hospital _____ (b) Civilian Housing _____
(c) Prisoners of War _____ (d) Closed Storage _____ (e) Open Storage _____
43. SUGGESTED OTHER USE (for Army or otherwise): Airport.

Inventory Report of
Buildings and Structures on Leased Land

TRACY AUXILIARY #5
(Tracy Municipal Airport)

Post Bldg. No.	Designation	Type of Construction	Size	Cost
- - -	Office Building	Wood	20' x 30'	Existing Municipal Const tion. No Costs Availabl
- - -	Control Tower	Steel	- - -	" " " "