



Libby Army Airfield
Fort Huachuca, Arizona

EXHIBIT C
DEED WITHOUT WARRANTY

THIS DEED, made this 16TH day of SEPTEMBER, 19 80,

by and between the UNITED STATES OF AMERICA, Grantor, acting by and through the Secretary of the Army, under and pursuant to the powers and authority contained in Section 23 of the Airport and Airways Development Act of 1970 (84 Stat. 232; 49 U.S.C. 1723) and in conformity with Part 154 of Title 14 and Section 0.67 of Title 28 of the Code of Federal Regulations and Executive Order No. 12079, 43, Fed. Reg. 42233 (1978) and in accordance with the request of the Administrator of the Federal Aviation Administration (herein called the "Administrator"), and the CITY OF SIERRA VISTA, a municipal corporation of the State of Arizona, Grantee.

WHEREAS, it has been determined that the conveyance requested by the Administrator is not inconsistent with the needs of the Department of the Army.

WITNESSETH: That the Grantor, in consideration of the benefits which shall accrue to the public by virtue of the use of the property hereinafter described for public airport purposes, does hereby bargain, sell, grant and convey without warranty, express or implied, subject to the conditions, covenants and reservations hereinafter set forth, unto the Grantee all of its right, title and interest in and to the following described land, to-wit:

PARCEL A

PUBLIC TERMINAL AREA

A parcel of land situate in the Fort Huachuca Military Reservation being a portion of the projected but unsurveyed Section 20, Township 21 South, Range 20 East, Gila and Salt River Meridian, in the County of Cochise, State of Arizona, described as follows, basis of bearings being Transverse Mercator Grid, East Zone, Arizona:

Commencing at a plastic capped pin, L.S. 11845, on the West right-of-way line of State Highway 90, said point being on the North line of Section 20, located approximately 445.96 feet West of the Northeast corner of Section 20; thence South 21° 19' 22" East a distance of 598.52 feet to an aluminum capped pipe, said point being marked F.H.M.R. 1932; thence South 33° 25' 48" West a distance of 2,010.71 feet to a three-inch brass monument in concrete, tagged P.E. 11712; thence West a distance of 160.87 feet to a half-inch steel pin tagged P.E. 11712; said point being the TRUE POINT OF BEGINNING; Thence South a distance of 650.00 feet to a half-inch steel pin tagged P.E. 11712; thence West a distance of 722.12 feet to a half-inch steel pin tagged P.E. 11712; thence South 36° 47' 44" West a distance of 666.22 feet to a plastic capped pin, P.E. 1270; thence North 53° 12' 16" West a distance of 100.00 feet to a two-inch brass monument in concrete, tagged P.E. 1270; thence North 36° 47' 44" East a distance of 380.00 feet to a half-inch steel pin tagged P.E. 11712; thence North 53° 12' 16" West a distance of 842.63 feet to a half-inch steel pin tagged P.E. 11712; thence North 36° 47' 44" East a distance of 700.00 feet to a half-inch steel pin tagged P.E. 11712; thence South 53° 12' 16" East a distance of 412.63 feet to a half-inch steel pin tagged P.E. 11712; thence East a distance of 900.31 feet to a half-inch steel pin tagged P.E. 11712, said point being the TRUE POINT OF BEGINNING.

Containing 25.60 acres, more or less.

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ACCESS ROAD

A parcel of land situate in the Fort Huachuca Military Reservation being a portion of the projected but unsurveyed Section 20, Township 21 South, Range 20 East, Gila and Salt River Meridian, in the County of Cochise, State of Arizona, described as follows, basis of bearings being Transverse Mercator Grid, East Zone, Arizona:

Commencing at a plastic capped pin, L.S. 11845, on the West right-of-way line of State Highway 90, said point being on the North line of Section 20, located approximately 445.96 feet West of the Northeast corner of Section 20; thence South $21^{\circ} 19' 22''$ East a distance of 598.52 feet to an aluminum capped pipe, said point being marked F.H.M.R. 1932; thence South $33^{\circ} 25' 48''$ West a distance of 2,010.71 feet to a three-inch brass monument in concrete, tagged P.E. 11712; thence West a distance of 160.87 feet to a half-inch steel pin tagged P.E. 11712; said point being the TRUE POINT OF BEGINNING: Thence South a distance of 80.00 feet to a half-inch steel pin tagged P.E. 11712; thence East a distance of 613.92 feet to a half-inch steel pin tagged P.E. 11712; thence North $52^{\circ} 46' 22''$ East a distance of 1,298.75 feet to a half-inch steel pin tagged P.E. 11712, said point being on the West right-of-way line of State Highway 90; thence North $21^{\circ} 18' 37''$ West along said West right-of-way line a distance of 83.19 feet to a half-inch steel pin tagged P.E. 11712; thence South $52^{\circ} 46' 22''$ West a distance of 1,294.62 feet to a half-inch steel pin tagged P.E. 11712; thence West a distance of 586.98 feet to a half-inch steel pin tagged P.E. 11712, said point being the TRUE POINT OF BEGINNING.

Containing 3.48 acres, more or less.

AND the Grantor, pursuant to the authority cited above and for the same consideration, hereby grants without warranty, express or implied, unto the said Grantee:

A license for a term not to exceed five years from the date of this deed for the operation and maintenance of existing public airport terminal facilities, pending the reestablishment thereof on Parcel A, on the following described land, to wit:

PARCEL C

CONDITIONAL USE AREA

A parcel of land situate in the Fort Huachuca Military Reservation being a portion of the projected but unsurveyed Section 20, Township 21 South, Range 20 East, Gila and Salt River Meridian, in the County of Cochise, State of Arizona, described as follows, basis of bearings being Transverse Mercator Grid, East Zone, Arizona:

Commencing at a plastic capped pin, L.S. 11845, on the West right-of-way line of State Highway 90, said point being on the North line of Section 20, located approximately 445.96 feet West of the Northeast corner of Section 20; thence South $21^{\circ} 19' 22''$ East a distance of 598.52 feet to an aluminum capped pipe, said point being marked F.H.M.R. 1932; thence South $33^{\circ} 25' 48''$ West a distance of 2,010.71 feet to a three-inch brass monument in concrete, tagged P.E. 11712; thence West a distance of 160.87 feet to a half-inch steel pin tagged P.E. 11712; thence South a distance of 650.00 feet to a half-inch pin tagged P.E. 11712, said point being the TRUE POINT OF BEGINNING: Thence West a distance of 722.12 feet to a half-inch steel pin tagged P.E. 11712; thence South $36^{\circ} 47' 44''$ West a distance of 666.22 feet; thence North $53^{\circ} 12' 16''$ West a distance of 100.00 feet; thence North $36^{\circ} 47' 44''$ East a distance of 380.00 feet to a half-inch steel pin tagged P.E. 11712; thence North $53^{\circ} 12' 16''$ West a distance of 716.90 feet; thence South $36^{\circ} 46' 38''$ West a distance of 380.00 feet; thence South $53^{\circ} 12' 16''$ East a distance of 716.78 feet; thence South $53^{\circ} 12' 16''$ East a distance of 100.00 feet; thence South $53^{\circ} 12' 16''$ East a distance of 632.48 feet; thence North $36^{\circ} 47' 35''$ East a distance of 718.83 feet; thence North $41^{\circ} 21' 17''$ East a distance of 1,207.89 feet; thence West a distance of 613.92 feet; thence South a distance of 570.00 feet to the TRUE POINT OF BEGINNING.

Containing 24.28 acres, more or less.

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A non-exclusive easement to use the runways and taxiways at Libby Army Airfield, Ft. Huachuca, Arizona, said runways and taxiways being situate on the following described land, to-wit:

PARCEL D

JOINT-USE RUNWAY AND TAXIWAY AREA

A parcel of land situate in the Fort Huachuca Military Reservation being a portion of the projected but unsurveyed Sections 19, 20, and 29, Township 21 South, Range 20 East, Gila and Salt River Meridian, in the County of Cochise, State of Arizona; described as follows, basis of bearings being Transverse Mercator Grid, East Zone, Arizona:

Commencing at a plastic capped pin, L.S. 11845, on the West right-of-way line of State Highway 90, said point being on the North line of Section 20, located approximately 445.96 feet West of the Northeast corner of Section 20; thence South 21° 19' 22" East a distance of 598.52 feet to an aluminum capped pipe, said point being marked F.H.M.R. 1932; thence South 33° 25' 48" West a distance of 2,010.71 feet to a three-inch brass monument in concrete, tagged P.E. 11712; thence West a distance of 160.87 feet to a half-inch steel pin tagged P.E. 11712; thence South a distance of 650.00 feet to a half-inch steel pin tagged P.E. 11712, said point being the TRUE POINT OF BEGINNING; Thence West a distance of 722.12 feet; thence South 36° 47' 44" West a distance of 666.22 feet; thence North 53° 12' 16" West a distance of 100.00 feet; thence North 36° 47' 44" East a distance of 380.00 feet; thence North 53° 12' 16" West a distance of 842.63 feet; thence North 36° 47' 44" East a distance of 495.04 feet; thence North 53° 12' 16" West a distance of 2,411.67 feet; thence South 36° 47' 44" West a distance of 2,718.33 feet; thence South 89° 59' 44" West a distance of 7,621.49 feet; thence South 00° 00' 16" East a distance of 2,200.00 feet; thence North 89° 59' 44" East a distance of 8,671.99 feet; thence South 80° 47' 54" East a distance of 5,408.90 feet; thence North 00° 00' 16" West a distance of 3,065.35 feet; thence South 89° 59' 31" West a distance of 1,478.59 feet to the TRUE POINT OF BEGINNING.

Containing 867.78 acres, more or less.

THIS GRANT is subject to the following covenants and conditions which the Grantee, by acceptance of this deed, assumes for itself and its successors and assigns, as covenants running with the land:

1. That the property interests herein conveyed will be used by the Grantee and its assigns solely for public airport purposes in connection with the joint use of Libby Army Airfield, Ft. Huachuca, Arizona, with the Department of the Army and its assigns.
2. That the joint use of the runways and taxiways at the said airfield by the Grantee and its assigns shall be subject to all applicable laws, regulations and ordinances and to such rules and regulations as may be prescribed from time to time by the Department of the Army. The Department of the Army will, however, consult with the Grantee prior to establishing new rules or regulations affecting the Grantee's use of the runways and taxiways.
3. That the joint use of the runways and taxiways at the said airfield by the Grantee and its assigns shall not interfere or be incompatible with the use of the said facilities by the Department of the Army and the Department of the Army may temporarily suspend or limit civil aviation operations to avoid interference with military operations at the said airfield; provided: That the Grantee

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shall be given notice of any impending temporary suspension or limitation as far in advance as practicable.

4. That the Department of the Army shall be under no obligation to operate or maintain the Government-owned airport facilities, including, but not limited to, the runways, taxiways, navigational aids, and tower, at Libby Army Airfield, and in no way guarantees that it will continue to provide such operation and maintenance. In the event that the Department of the Army does not operate or maintain the joint-use area, the Grantee may, at its own expense, operate and/or maintain the area.

5. That the Grantee or its assigns may improve or alter the existing runways, taxiways and appurtenances thereto or portions thereof and/or construct new runways, taxiways and appurtenances thereto within Parcel D identified above; provided: That any such improvements, alterations and/or construction shall conform with all applicable laws and rules, regulations and specifications of the Federal Aviation Administration and the Department of the Army.

6. That the Grantee shall not transfer or assign the property interests herein conveyed without approval of the Department of the Army; provided: That the granting of leases, concessions, permits, licenses and similar rights or privileges on Parcel A identified above shall not be construed as a transfer or assignment.

7. That the Grantee shall neither operate nor contribute funds for the operation of any other airport facilities or landing strips within the vicinity of Libby Army Airfield which in the opinion of the Commander, Fort Huachuca, Arizona, would constitute a hazard to operations at Libby Army Airfield.

8. That the Department of the Army reserves the right to enter into separate agreements with third parties for use of the runways and taxiways at Libby Army Airfield. Any agreement entered into by the Department of the Army necessitating accommodations on Area A will require the third party to negotiate with the Grantee for such accommodations. The Grantee, provided it does not operate and maintain the runways and taxiways, shall not charge landing fees for either commercial or general aviation purposes at Libby Army Airfield without the approval of the Department of the Army.

9. That the Grantee shall provide available accommodations on Parcel A identified above to each third party having an agreement with the Department of the Army allowing the use of the joint use area; provided: That the terms and conditions regarding such accommodations shall be as negotiated between said third party and the Grantee. Third parties under agreement with the Department of the Army will be granted use of available accommodations in Parcel A required to fulfill such agreement at rates and under conditions no less favorable than those granted to any other party using Parcel A.

10. That unless otherwise approved by the Department of the Army, all air-traffic in the restricted air space and the air pattern for Libby Army Airfield and on the runways and taxiways at Libby Army Airfield will be under the sole operational control of the Department of the Army. Notwithstanding the foregoing, no weather briefings will be furnished by the Department of the Army. The Grantee will provide a public telephone which can be used for the filing of flight plans and obtaining weather briefings from the appropriate FAA flight service stations (FSS). Nothing in this condition or elsewhere in the deed shall be construed as an obligation on the part of the Department of the Army to provide any services whatsoever to the Grantee or others.

11. That the Grantee shall be responsible for providing any emergency or other required servicing and/or maintenance for civil aircraft utilizing the facilities at Libby Army Airfield.

12. That the Grantee and the Commander, Fort Huachuca, Arizona, shall enter into such separate agreements regarding mutual assistance in case of crash, fire, rescue, or other emergency, as appropriate; provided: That the terms of such agreements are not inconsistent with the terms and conditions of this deed.

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13. That the Grantee and others operating under authority of the Grantee may conduct or allow pilot training activities at Libby Army Airfield subject to all applicable laws and regulations.
14. That the Grantee will obtain from a reputable insurance company, acceptable to the Department of the Army, naming the United States of America as co-insured, airport operators liability or indemnity insurance, providing for minimum limits of \$500,000 per person for any one claim, and an aggregate limit of \$1,000,000 for any number of persons or claims arising from any one incident with respect to bodily injury or death resulting therefrom, and \$500,000 for damage to property suffered or alleged to have been suffered by any person or persons; provided: That the minimum limits herein stated shall be adjusted from time to time as deemed appropriate by the Department of the Army. Said insurance shall remain in force during all periods of civil aviation operations at Libby Army Airfield.
15. That the Grantee shall maintain over and across Parcel B, an access road from Arizona State Highway No. 90 to Parcel A. The Grantee shall maintain in good order a fence at each side of the access road. The Grantee shall promptly construct and thereafter maintain such fences on Parcels A and C as necessary for security purposes as determined by the Department of the Army. The fences required by this condition shall be constructed in accordance with specifications acceptable to the Department of the Army.
16. That the Commander, Fort Huachuca, Arizona, may, if he deems it to be in the best interest of the Government, require the Grantee to reduce the total volume of water extracted from any well(s) on the said premises to that which is absolutely essential to the operation of public airport facilities thereon.
17. That the Grantee shall, at its sole expense, remove, abandon, and/or ~~abandon~~ all existing structures, facilities, or improvements on Parcel C within five years from the date of this deed and restore the premises to a condition satisfactory to the Commander, Headquarters, Ft. Huachuca, AZ, unless the continued operation and maintenance of such structures, facilities, or improvements are authorized by a separate instrument executed by, or by authority of, the Secretary of the Army. It is intended that the Grantee shall proceed diligently to reestablish all public airport terminal facilities on Parcel A prior to expiration of the five-year period. In the event the Grantee desires authority to continue to operate and maintain existing public airport facilities on Parcel C beyond the five year period, the Grantee shall cooperate by submitting an appropriate application to the Commander, Headquarters, Ft. Huachuca, at least six months prior to expiration of the five year period.
18. That prior to the construction of any improvements of the said premises, the Grantee shall coordinate the general design of such improvements with the Commander, Fort Huachuca, Arizona.
19. That the right is hereby reserved to the United States, its officers, agents, and employees to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the United States and the Grantee shall have no claim of any character on account thereof against the United States or any officer, agent, or employee thereof.
20. That all improvements constructed on the said premises by or under the authority of the Grantee shall be maintained in good order and repair without cost or expense to the Department of the Army.
21. That the Grantee will not construct or allow to be constructed any facilities on the said premises within the primary surface, a surface located on the ground longitudinally centered on the runway with the same length as the runway and having a width of 2000 feet (1000 feet on either side of the center line of the runway), except as authorized by Federal Aviation Administration and/or applicable military regulations.
22. That during any national emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with

the use made by it, of the cost of maintenance of such property as it may use non-exclusively or over which it may have nonexclusive control and possession; provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively of any improvements to the airport made without United States aid.

23. That the United States shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use or occupation of the said premises, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee's officers, agents, servants, or employees, or others who may be in or on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities; and the Grantee shall hold the United States harmless from any and all such claims, except for such claims which result from willful misconduct of, or solely from the negligence of, the United States, its officers, agents, servants, or employees.

24. That any property of the United States damaged or destroyed incident to use and occupation of the premises for public airport purposes shall be promptly repaired or replaced by the Grantee, or in lieu of such repair or replacement the Grantee shall, if so requested, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

25. That the United States reserves to itself and others rights-of-way for all purposes across, over, and/or under the said premises; provided: That such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of said premises for public airport purposes. The Department of the Army expressly reserves the right to realign, modify, alter or remove existing airport facilities and/or to construct new airport facilities within Parcel D. The Department of the Army specifically reserves a right-of-way for the existing Government-owned power line running from State Highway 90 to the existing public airport terminal area which line traverses portions of the said premises.

26. That portions of the said premises are presently used and occupied by the Grantee for public airport purposes under authority of Lease No. DACA09-1-73-150, as amended, granted by the Secretary of the Army for a term of 20 years beginning 14 October 1970 and ending 13 October 1990. Upon delivery of this deed, properly executed, the aforesaid Lease No. DACA09-1-73-150, as amended, shall terminate and be rendered null and void in its entirety. No refund of any prepaid rental shall be made to the Grantee upon such termination.

27. That the Grantee will use the property interest for airport purposes, and will develop that interest for airport purposes within one year after the date of this conveyance, except that if the property interest is necessary to meet future development of an airport, in accordance with the National Airport System Plan, the Grantee will develop that interest for airport purposes on or before the period provided in the plan or within a period satisfactory to the Administrator and any interim use of that interest for other than airport purposes will be subject to such terms and conditions as the Administrator may prescribe.

28. That the airport, and its appurtenant areas and its buildings and facilities, whether or not on the land conveyed, will be operated as a public airport on fair and reasonable terms, without discrimination on the basis of race, color, or national origin, as to airport employment practices, and as to accommodations, services, facilities, and other public uses of the airport.

29. That the Grantee will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)) at the airport, or at any other airport now owned or controlled by it.

30. That in the operation of the airport and its appurtenant areas, the Grantee:

a. agrees that no person shall be excluded from any participation, be denied any benefits or be otherwise subjected to any discrimination, on the grounds of race, color, or national origin;

b. agrees to comply with all requirements imposed by or pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation (49 CFR 21) - nondiscrimination in federally assisted programs of the Department of Transportation -

effectuation of Title VI of the Civil Rights Act of 1964.

31. That the furtherance of the policy of the FAA under this covenant, the Grantee:

a. agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity; and

b. agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and

c. agrees that it will terminate forthwith any other exclusive right to conduct any aeronautical activity now existing at such an airport.

32. That any later transfer of the property interest conveyed will be subject to the covenants and conditions in this instrument of conveyance.

33. That, if the covenant to develop the property interest (or any part thereof) for airport purposes within one year after the date of this conveyance is breached, or if the property interest (or any part thereof) is not used in a manner consistent with the terms of the conveyance, the Administrator may give notice to the Grantee requiring him to take specified actions towards development within a fixed period. These notices may be issued repeatedly, and outstanding notices may be amended or supplemented. Upon expiration of a period so fixed without completion by the Grantee of the required action, the Administrator may, on behalf of the United States, enter, and take title to, the property interest conveyed or the particular part of the interest to which the breach relates.

34. That, if any covenant or condition in this instrument of conveyance, other than the covenant contained in paragraph 33 above, is breached, the Administrator may, on behalf of the United States, immediately enter, and take title to, the property interest conveyed or, in his discretion, that part of that interest to which the breach relates.

35. That a determination by the Administrator that one of the foregoing covenants has been breached is conclusive of the facts; and that, if the right of entry and possession of title stipulated in the foregoing covenants is exercised, the Grantee will, upon demand of the Administrator, or his successor in function, take any action (including prosecution of suit or executing of instruments) that may be necessary to evidence transfer to the United States of title to the property interest conveyed, or, in the Administrator's discretion, to that part of that interest to which the breach relates.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said grantee and its successors and assigns, forever, subject to the covenants and conditions herein set forth.

Exclusive jurisdiction over all land involved in this deed was ceded to the United States pursuant to Section 26-252, Arizona Revised Statutes. Notice of acceptance of such jurisdiction was given in a letter dated 8 March 1956 from the Secretary of the Army to the Governor of Arizona. Section 26-252, Arizona Revised Statutes, provides that such jurisdiction shall continue no longer than the United States owns or leases the land. Accordingly, upon execution and delivery of this deed such jurisdiction over Parcels A and B will automatically retrocede to the State of Arizona in accordance with State law. Such retrocession of jurisdiction over Parcels A and B is intended and acknowledged by the Secretary of the Army. The jurisdiction of the United States will continue over Parcels C and D inasmuch as the United States has not divested itself of ownership by the grant of a license and a non-exclusive easement as provided in this deed.

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IN WITNESS WHEREOF, the Grantor has caused these presents to be executed and the official seal of the Department of the Army to be hereunto affixed.



UNITED STATES OF AMERICA

John M. Marshall Jr.
SECRETARY OF THE ARMY

APPROVED this 13th day of November, 1982.

The approval by the Assistant Attorney General, Land and Natural Resources Division, is made pursuant to authority delegated by the Attorney General by Section 0.67 of Title 28 of the Code of Federal Regulations (Order No. 468.71 of the Attorney General, October 9, 1971: 36 F.R. 20428).

Carol E. Dickinson
ASSISTANT ATTORNEY GENERAL
LAND AND NATURAL RESOURCES DIVISION
DEPARTMENT OF JUSTICE

STATE OF ARIZONA }
COUNTY OF COCHISE } SS.

WITNESS MY HAND AND OFFICIAL SEAL
CHRISTINE SHODER, COUNTY RECORDER

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED AND RECORDED AT REQUEST OF: *City of Sierra Vista*

Christine Shoder DEPUTY

DATE 2-82-2 10 PM

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DOCKET NO. 26 NO. 22538

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FEE # 890817709
 OFFICIAL RECORDS
 COCHISE COUNTY
 DATE 08/31/89 HOUR 8

890817709

SIERRA VISTA
 2400 E TACOMA
 SIERRA VISTA, AZ. 85635

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REQUEST OF
 SIERRA VISTA
 RISTINE RHODES-RECORDER
 E : 5.50 PAGES : 10

Libby Army Airfield
 Fort Huachuca, Arizona

DEED WITHOUT WARRANTY

THIS DEED, made this 1ST day of AUGUST, 19 89, by and between the UNITED STATES OF AMERICA, Grantor, acting by and through the Secretary of the Army, under and pursuant to the powers and authority contained in Section 516 of the Airport and Airway Improvement Act of 1982 (96 Stat. 692; 49 U.S.C. 2215) and in conformity with Part 154 of Title 14 and Section 0.69b of Title 28 of the Code of Federal Regulations and in accordance with the request of the Administrator of the Federal Aviation Administration (herein called the "Administrator"), and the CITY OF SIERRA VISTA, a municipal corporation organized and existing under the laws of the State of Arizona, Grantee.

Exempt by:

WHEREAS, it has been determined that the conveyance requested by the Administrator is not inconsistent with the needs of the Department of the Army.

ARS 42-1614 A3

WITNESSETH: That the Grantor, in consideration of the benefits which shall accrue to the public by virtue of the use of the property hereinafter described for public airport purposes, does hereby bargain, sell, grant, and convey without warranty, express or implied, subject to the conditions, covenants, and reservations hereinafter set forth, unto the Grantee all of its right, title, and interest in and to the following two described parcels of land, to-wit:

PARCEL 1

A parcel of land situate within the Fort Huachuca Military Reservation being a portion of the projected but unsurveyed Section 20, Township 21 South, Range 20 East, Gila and Salt River Meridian, in the County of Cochise, State of Arizona, described as follows:

Commencing at the Northeast corner of said Section 20; thence South 89°43'28" West, along the North line of said Section, a distance of 445.96 feet to a point of intersection with the Southwesterly right-of-way line of Arizona State Highway 90; thence departing said North line, South 21°19'31" East along said Southwesterly right-of-way line a distance of 1559.79 feet to a point; thence departing said Southwesterly right-of-way line South 52°46'22" West a distance of 1294.26 feet to a point; thence North 90°00'00" West a distance of 1487.27 feet to a

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point; thence North 53°12'16" West a distance of 410.63 feet to the TRUE POINT OF BEGINNING: Thence continuing North 53°12'16" West a distance of 416.41 feet to a point; thence North 22°18'13" West a distance of 1000.00 feet to a point; thence South 36°45'08" West a distance of 1000.00 feet to a point; thence North 53°12'16" West a distance of 962.50 feet to a point; thence South 36°45'08" West a distance of 250.62 feet to a point, thence South 54°09'15" East a distance of 2236.32 feet to a point; thence North 36°47'44" East a distance of 700.00 feet to the TRUE POINT OF BEGINNING. Containing 31.20 acres, more or less; and

PARCEL 2

A parcel of land situate within the Fort Huachuca Military Reservation being a portion of the projected but unsurveyed Section 20, Township 21 South, Range 20 East, Gila and Salt River Meridian, in the County of Cochise, State of Arizona, described as follows:

Commencing at the Northeast corner of said Section 20; thence South 89°43'28" West, along the North line of said section, a distance of 445.96 feet to a point of intersection with the Southwesterly right-of-way line of Arizona State Highway 90; thence departing said North line, South 21°19'31" East along said Southwesterly right-of-way line a distance of 1559.79 feet to a point; thence departing said Southwesterly right-of-way line South 52°46'22" West a distance of 1294.26 feet to a point; thence North 90°00'00" West a distance of 586.96 feet to a point; thence South 00°00'00" West a distance of 80.00 feet to the TRUE POINT OF BEGINNING: Thence continuing South 00°00'00" West a distance of 570.00 feet to a point; thence North 90°00'00" East a distance of 250.00 feet to a point; thence South 00°26'58" West a distance of 924.40 feet to a point; thence North 89°58'54" East a distance of 250.00 feet to a point; thence North 00°26'58" East a distance of 924.32 feet to a point; thence North 00°00'00" East a distance of 570.00 feet to a point; thence North 90°00'00" West a distance of 500.00 feet to the TRUE POINT OF BEGINNING. Containing 11.85 acres, more or less.

Aforesaid Parcels 1 and 2 contain an aggregate total of 43.05 acres, more or less.

THIS GRANT is subject to the following covenants and conditions which the Grantee, by acceptance of this deed, assumes for itself and its successors and assigns, as covenants running with the land:

1. That real property interests herein conveyed are for the sole purpose of expansion of existing airport facilities which have been heretofore established by the Grantee on adjacent land conveyed to the Grantee by that certain document titled "Deed Without Warranty", dated 16 September 1982, recorded in the

Office of the Cochise County Recorder in Docket 1635 at Pages 266 through 274, and said interests herein conveyed will be used by the Grantee, its successors, and assigns solely for public airport purposes in accordance with an approved Airport Layout Plan in connection therewith.

2. That the Department of the Army shall be under no obligation to operate or maintain the Government-owned airport facilities, including, but not limited to, the runways, taxiways, navigational aids, and tower, at Libby Army Airfield, and in no way guarantees that it will continue to provide such operation and maintenance.

3. That the Grantee shall not transfer or assign the property interests herein conveyed without approval of the Department of the Army; provided: That the granting of leases, concessions, permits, licenses and similar rights or privileges shall not be construed as a transfer or assignment.

4. That the Grantee shall neither operate nor contribute funds for the operation of any other airport facilities or landing strips within the vicinity of Libby Army Airfield which in the opinion of the Commander, Fort Huachuca, Arizona, would constitute a hazard to operations at Libby Army Airfield.

5. That any agreements entered into by the Department of the Army with third parties for use of the runways and taxiways at Libby Army Airfield which necessitate accommodations on Parcels 1 and 2 will require those third parties to negotiate with the Grantee for such accommodations. The Grantee shall provide available accommodations on Parcels 1 and 2 to each such third party. The terms and conditions regarding such accommodations shall be as negotiated between the said third party and the Grantee, but, in no event, will the terms and conditions and the rates to be paid by said third party be less favorable than those for any other party using Parcels 1 or 2, or the premises designated as Parcel A in that certain document titled "Deed Without Warranty", dated 16 September 1982, recorded in the Office of the Cochise County Recorder in Docket 1635 at Pages 266 through 274.

6. That unless otherwise approved by the Department of the Army, all air traffic in the restricted air space and the air pattern for Libby Army Airfield and on the runways and taxiways at Libby Army Airfield will be under the sole operational control of the Department of the Army. Notwithstanding the foregoing, no weather briefings will be furnished by the Department of the Army. The Grantee will provide a public telephone which can be used for the filing of flight plans and obtaining weather briefings from the appropriate FAA flight service stations (FSS).

Nothing in this condition or elsewhere in the deed shall be construed as an obligation on the part of the Department of the Army to provide any services whatsoever to the Grantee or others.

7. That the Grantee shall be responsible for providing any emergency or other required servicing and/or maintenance for civil aircraft utilizing the facilities at Libby Army Airfield.

8. That the Grantee and the Commander, Fort Huachuca, Arizona, shall enter into such separate agreements regarding mutual assistance in case of crash, fire, rescue, or other emergency, as appropriate; provided: That the terms of such agreements are not inconsistent with the terms and conditions of this deed.

9. That the Grantee and others operating under authority of the Grantee may conduct or allow pilot training activities at Libby Army Airfield subject to all applicable laws and regulations.

10. That the Grantee shall cause an endorsement to be issued to the insurance policy required by Condition No. 14 of that certain document titled "Deed Without Warranty", dated 16 September 1982, recorded in the Office of the Cochise County Recorder in Docket 1635 at Pages 266 through 274, providing that the coverage thereunder shall also apply to said Parcels 1 and 2.

11. That the Grantee shall promptly construct and thereafter maintain such fences on Parcels 1 and 2 as necessary for security purposes as determined by the Department of the Army. The fences required by this condition shall be constructed in accordance with specifications acceptable to the Department of the Army.

12. That the Commander, Fort Huachuca, Arizona, may, if he deems it to be in the best interest of the Government, require the Grantee to reduce the total volume of water extracted from any well(s) on the said premises to that which is absolutely essential to the operation of public airport facilities thereon.

13 That prior to the construction of any improvements on the said premises, the Grantee shall coordinate the general design of such improvements with the Commander, Fort Huachuca, Arizona.

14. That the right is hereby reserved to the United States, its officers, agents, and employees to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the United States, and the Grantee shall have no claim of any character on account thereof against the United States or any officer, agent, or employee thereof.

15. That all improvements constructed on the said premises by or under the authority of the Grantee shall be maintained in good order and repair without cost or expense to the Department of the Army.

16. That the Grantee will not construct or allow to be constructed any facilities on the said premises within the primary surface, a surface located on the ground longitudinally centered on the runway with the same length as the runway and having a width of 2000 feet (1000 feet on either side of the center line of the runway), except as authorized by Federal Aviation Administration and/or applicable military regulations.

17. That during any national emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use non-exclusively or over which it may have nonexclusive control and possession: provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively of any improvements to the airport made without United States aid.

18. That the United States shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use or occupation of the said premises, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee's officers, agents, servants, or employees, or others who may be in or on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities; and the grantee shall hold the United States harmless from any and all such claims, except for such claims which result from willful misconduct of, or solely from the negligence of, the United States, its officers, agents, servants, or employees.

19. That any property of the United States damaged or destroyed incident to use and occupation of the premises for public airport purposes shall be promptly repaired or replaced by the Grantee, or in lieu of such repair or replacement the Grantee shall, if so requested, pay to the United States money in an

amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

20. That the United States reserves to itself and others rights-of-way for all purposes across, over, and/or under the said premises; provided: That such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of said premises for public airport purposes.

21. That the Grantee will use the property for airport purposes, and will develop that interest for airport purposes within one year after the date of this conveyance, except that if the property interest is necessary to meet future development of an airport, in accordance with the National Plan of Integrated Airport Systems, the Grantee will develop that interest for airport purposes on or before the period provided in the plan or within a period satisfactory to the Administrator and any interim use of that interest for other than airport purposes will be subject to such terms and conditions as the Administrator may prescribe.

22. That the airport, and its appurtenant areas and its buildings and facilities, whether or not on the land conveyed, will be operated as a public airport on fair and reasonable terms, without discrimination on the basis of race, color, age, sex, handicap, or national origin, as to the airport employment practices, and as to accommodations, services, facilities, and other public uses of the airport.

23. That the Grantee will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a) at the airport, or at any other airport now owned or controlled by it.

24. That in the operation of the airport and its appurtenant areas, the Grantee:

a. agrees that no person shall be excluded from any participation, be denied any benefits or be otherwise subjected to any discrimination, on the grounds of race, color, or national origin.

b. agrees to comply with all requirements imposed by or pursuant to Part 21 of the Regulations of the Secretary of Transportation (49 CFR 21) - nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

25. That in furtherance of the policy of the FAA under this covenant, the Grantee:

a. agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photograph, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as aeronautical activity; and

b. agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation or expiration date applicable to the agreement that established the exclusive right; and

c. agrees that it will terminate forthwith any other exclusive right to conduct any aeronautical activity now existing at such an airport.

26. That any later transfer of the property interest conveyed will be subject to the covenants and conditions in this instrument of conveyance.

27. That, if the covenant to develop the property interest (or any part thereof) for airport purposes within one year after the date of this conveyance is breached, or if the property interest (or any part thereof) is not used in a manner consistent with the terms of this conveyance, the Administrator may give notice to the Grantee requiring it to take specified actions towards development within a fixed period. These notices may be issued repeatedly, and outstanding notices may be amended or supplemented. Upon expiration of a period so fixed without completion by the Grantee of the required action, the Administrator may, on behalf of the United States, enter, and take title to, the property interest conveyed or the particular part of the interest to which the breach relates.

28. That, if any covenant or condition in this instrument of conveyance, other than the covenant contained in paragraph 27 above, is breached, the Administrator may, on behalf of the United States, immediately enter, and take title to, the property

interest conveyed or, in his discretion, that part of that interest to which the breach relates.

29. That a determination by the Administrator that one of the forgoing covenants has been breached is conclusive of the facts; and that, if the right of entry and possession of title stipulated in the foregoing covenants is exercised, the Grantee will, upon demand of the Administrator, or his successor in function, take any action (including prosecution of suit or executing of instruments) that may be necessary to evidence transfer to the United States of title to the property interest conveyed, or, in the Administrator's discretion, to that part of that interest to which the breach relates.

30. That the Grantee and all contractors and sub-contractors operating under the authority of the Grantee, shall conduct excavation below the cleared depth of 36 inches in a controlled manner so as to preclude potential hazards should any unexploded ordnance be encountered during the excavation process. In the event that any unexploded ordnance, or objects of unknown origin, are discovered during excavation, all work at said site shall cease and the Grantee shall immediately notify the Commander, Fort Huachuca, or his designee. Explosive Ordnance Detachment personnel will remove material determined to be explosive.

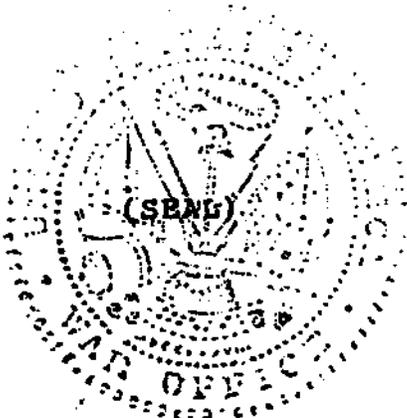
31. That the Grantee shall provide accommodations to the Civil Air Patrol, Inc., within the Grantee's Municipal Airport land, for so long as Civil Air Patrol need may exist. Said accommodations shall equal, but need not exceed accommodations presently provided under License No. DACA09-3-85-158. In the event the Grantee determines that Civil Air Patrol facilities need to be relocated, then said relocation expenses shall be borne by the Grantee.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said Grantee and its successors and assigns, forever, subject to the covenants and conditions herein set forth.

Exclusive jurisdiction over all land conveyed in this deed was ceded to the United States pursuant to Section 26-252, Arizona Revised Statutes. Notice of acceptance of such jurisdiction was given in a letter dated 8 March 1956 from the Secretary of the Army to the Governor of Arizona. Section 26-252, Arizona Revised Statutes, provides that such jurisdiction shall continue no longer than the United States owns or leases the land. Accordingly, upon execution and delivery of this deed such jurisdiction over Parcels 1 and 2 shall automatically retrocede to the State of Arizona in accordance with State law. Such retrocession of jurisdiction over Parcels 1 and 2 is intended and acknowledged by the Secretary of the Army.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed and the official seal of the Department of the Army to be hereunto affixed.

UNITED STATES OF AMERICA .



John P. Marsh, Jr.
SECRETARY OF THE ARMY

APPROVED this 9th day of August, 1989.

The approval by the Assistant Attorney General, Land and Natural Resources Division, is made pursuant to authority delegated by the Attorney General by Section 0.69b of Title 28 of the Code of Federal Regulations (Order No. 1069-84 of the Attorney General, October 11, 1984; 49F.R 39843).

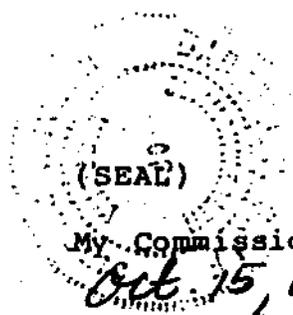
Richard B. Stewart
ASSISTANT ATTORNEY GENERAL
LAND AND NATURAL RESOURCES DIVISION
DEPARTMENT OF JUSTICE

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
 : SS
COUNTY OF ARLINGTON)

BEFORE ME, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, personally appeared, JOHN O. MARSH JR., to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the said instrument in the capacity therein stated for the purposes therein expressed as the act and deed of the United States of America.

GIVEN under my hand and seal, this 1st day of August, 19 89.



Lawrence O. Graf
NOTARY PUBLIC

EAST RANGE, FORT HUACHUCA
MILITARY RESERVATION

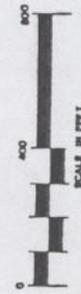
STATE HIGHWAY 90

FORT HUACHUCA MILITARY RESERVATION

FORT HUACHUCA MILITARY RESERVATION

FORT HUACHUCA MILITARY RESERVATION

EXISTING AIRPORT PROPERTY



PARCEL B
9.5 ACRES

PARCEL 2
11.85 ACRES

PARCEL A
25.6 ACRES

PARCEL 1
31.20 ACRES



26

RUNWAY 11-29 5385' x 100'

RUNWAY 08-26 12,000' x 150'