

No. 10739-47  
 Filed for record on the 26 day of November, 1947 at 4:00 P. M.  
 Lelah Gann, County Clerk By Maud Marak, Deputy (MK)

## INSTRUMENT OF TRANSFER

KNOW ALL MEN BY THESE PRESENTS:

That, THE UNITED STATES OF AMERICA, acting by and through the WAR ASSETS ADMINISTRATOR, under and pursuant to Executive Order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part, in consideration of the assumption by the CITY OF SHAWNEE, a municipal corporation of the County of Pottawatomie, State of Oklahoma, party of the second part, of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, does hereby quitclaim, grant, bargain, sell and convey to the said CITY OF SHAWNEE, its successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions, and reservation of property and rights hereinafter set out, all right, title, interest, estate, claim and demand whatsoever in and to the following described property situate in the County of Pottawatomie, State of Oklahoma, to wit:

- Tract 1: Lots Seventeen (17) to Twenty-four (24), inclusive, Block Twenty (20), University Grounds Addition, Shawnee, Oklahoma.
- Tract 2: Lots Seven (7) to Twelve (12), inclusive, Block Fourteen (14), Sunset Park Addition, Shawnee, Oklahoma.
- Tract 3: All of Block Sixteen (16), Sunset Park Addition, Shawnee, Oklahoma.
- Tract 4: East 50 feet of Lot Six (6), Block Fifteen (15), Sunset Park Addition, Shawnee, Oklahoma.
- Tract 5: Lot Seven (7) and South 20 feet of Lot Eight (8), Block Thirteen (13), Sunset Park Addition, Shawnee, Oklahoma.
- Tract 6: The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section Twelve (12), Township Ten (10) North, Range Three (3) East, less a tract of land in the Northeast corner, 660 feet East and West by 660 feet North and South, containing .30 acres, more or less.
- Tract 7: North 80 feet of Lot Eight (8) and Lot Nine (9), Block Thirteen (13), Sunset Park Addition, Shawnee, Oklahoma.
- Tract 8: South Half of Lot Ten (10), Block Thirteen (13), Sunset Park Addition, Shawnee, Oklahoma.
- Tract 9: Lots One (1) to Five (5), inclusive, Block Fifteen (15), Sunset Park Addition, Shawnee, Oklahoma.
- Tract 10: North Half of Lot Ten (10), Block Thirteen (13), Sunset Park Addition, Shawnee, Oklahoma.
- Tract 11: Lot Eleven (11), Block Thirteen (13), Sunset Park Addition, Shawnee, Oklahoma.
- Tract 12: Lot Twelve (12), Block Thirteen (13), Sunset Park Addition, Shawnee, Oklahoma.
- Tract 13: West 132 feet of Lot Six (6), Block Fifteen (15) Sunset Park Addition, Shawnee, Oklahoma.
- Tract 14: Part of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twelve (12), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows: Beginning at a point on the North-South half section line 1248.78 feet South of the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section Twelve (12); thence South on said half section line a distance of 1141.22 feet to a point, which point is also 275.25 feet North of the center of said Section Twelve (12); thence North 45 degrees West a distance of 822 feet; thence North 35 degrees 22 minutes East a distance of 687.81 feet; thence South 49 degrees 33 minutes East a distance of 182.82 feet to the point of beginning, containing 9 acres, more or less.
- Tract 14-A: The West 15 feet of Lot Twenty-one (21), and Lots Twenty-two (22) to Twenty-four (24) inclusive, Block Four (4), and Lots One (1) to Twelve (12) inclusive, Block Five (5), University Grounds Addition, City of Shawnee, Oklahoma.
- Tract 14-B: Beginning at the Northeast Corner of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section Twelve (12), Township Ten (10) North, Range Three (3) East; thence South 1050 feet; thence North 45 degrees West to a point on the North line of the said Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), said point being 1050 feet West of the point of beginning; thence 1050 feet East to the point of beginning, containing 12.6 acres, more or less.

The above described premises are subject to existing easements for roads, highways, public utilities, railways, electric service and pipe lines.

TOGETHER WITH buildings numbered 11, 12, 13, 14, 15, 16, 17, 23, 23A, 24, 25, 26, 27, 27A, and 29, and the interest of the party of the first part in and to the aprons, drainage system, field marking and lighting systems, fuel storage and distribution system, telephone system, sanitary sewage system, boundary fencing and those portions of the water distribution system, electric distribution system, and natural gas distribution system necessary for the operation of the airport, all as located on the aforesaid premises and on land leased from

the City of Shawnee as hereinafter set out, together with the following maintaining and operating personal property and furniture:

- 1 Three gang mower and International Farm Tractor
- 1 J. I. Case Tractor with Sickle Attachment
- 1 Ford Fire and Crash Truck
- 1 International Tractor Crawler Type
- 1 6-12 Ton Roller
- 1 Tandem Disc
- 1 Three Gang Turning Plow
- 1 Roller Sheepfoot
- 1 Drum
- 1 Traxcavator Caterpillar, T-4
- 2 100 gallon fuel tanks and pumps
- 2 Auto car trucks with fueling tanks
- 2 Tar pots
- 2 Westinghouse Air Compressors

- 1 Desk Double Typist
- 1 Desk Single Typist
- 2 Chairs
- 2 Waiting Chairs
- 1 Cabinet
- 1 Table
- 3 Office Swivel Chairs
- 1 Straight Chair
- 1 Customer Coat and Hat Rack

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all property in the nature of equipment, furnishings and other personal property located on the above described land and on said land leased from the City of Shawnee, which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on such premises which is required for the efficient operation for airport purposes of the structures and improvements specifically listed hereinabove as being transferred hereby; and further excepting from this conveyance all structures on such premises other than structures specifically described or enumerated above as being conveyed hereunder, and reserving to the party of the first part for itself and its lessees, licensees, permittees, agents and assigns, the right of use, disposal and removal from premises of the property and structures excepted hereby at any time within five (5) years after the date of this instrument, together with a right of ingress to and egress from the premises for such purposes, and reserving further to the party of the first part the right of use in common of the drainage system, telephone system, sanitary sewage system, water distribution system, electric distribution system and natural gas distribution system to accommodate the property herein excepted.

Further, the party of the first part, for the considerations hereinabove expressed, does hereby surrender, subject to the terms and conditions of this instrument, to the party of the second part the former's leasehold interest in and to the premises set forth and described in Lease No. N0y (R) - 33847 from the City of Shawnee to the United States of America dated April 23, 1943, including 365 acres, more or less, of land situated in the County of Pottawatomie, State of Oklahoma, more particularly described as follows:

1. The East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eleven (11), Township Ten (10) North, Range Three (3) East, containing 20 acres, more or less;
2. Also the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eleven (11), Township Ten (10) North, Range Three (3) East, containing 10 acres, more or less;
3. Also the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twelve (12), Township Ten (10) North, Range Three (3) East, excepting therefrom an area of land described as follows:
  - (a) Beginning at a point on the North-South Half Section line 1248.78 feet South of the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twelve (12); thence South on said half section line a distance of 1141.22 feet to a point, which point is also 275.25 feet North of the center of said Section Twelve (12); thence North 45 degrees West a distance of 822 feet; thence North 35 degrees and 22 minutes East, a distance of 687.81 feet; thence South 89 degrees and 33 minutes East, a distance of 182.82 feet to the point of beginning, containing Nine (9) acres, more or less, in the above said exception;
  - (b) And excepting Lots Seventeen (17) to Twenty-four (24) inclusive, Block Twenty (20), University Grounds Addition;  
said tract containing after said exceptions 149 acres, more or less.
4. Also the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twelve (12), Township Ten (10) North, Range Three (3) East, excepting therefrom the following described areas:
  - (a) Beginning 660 feet East of the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twelve (12), Township Ten (10) North, Range Three (3) East; thence North 662 feet; thence East 330 feet; thence South 662.1 feet; thence West 330 feet to point of beginning;
  - (b) Also excepting the following: Beginning at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twelve (12), Township Ten (10) North, Range Three (3) East; thence North 662 feet; thence East 660 feet; thence South 664 feet; thence West 660 feet to point of beginning;
  - (c) And also excepting the following: Blocks A, B, C and D, College Place Addition to the City of Shawnee, Oklahoma;

said tract containing after said exceptions 135 acres, more or less.

5. Also the North Half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), Township Ten (10) North, Range Three (3) East, containing 20 acres, more or less;
6. Also the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), Township Ten (10) North, Range Three (3) East, excepting therefrom an area described as follows:
  - (a) Beginning at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), Township Ten (10) North, Range Three (3) East; thence South 1050 feet; thence North 45 degrees West to a point on the North line of the said Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), said point being 1050 feet West of the point of beginning; thence 1050 feet East to the point of beginning;

said tract containing after said exceptions 27.4 acres, more or less.

The total area of the above six (6) tracts being 361.4 acres, more or less.

7. Lots Twenty-five (25) to Twenty-seven (27) inclusive, and the West Fifteen (15) feet of Lot Twenty-eight (28), all located in Block Four (4); and Lots Thirteen (13) to Twenty-four (24) inclusive, all located in Block Five (5), University Grounds Addition, City of Shawnee, Oklahoma.

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

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

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

(1) That the aforesaid leased premises and all property described above which together shall hereinafter be called the "airport", shall be used for public airport purposes, and only for such purposes (except for the building areas, non-aviation facilities and non-airport property, within the limitations of subparagraph (2) of the next succeeding paragraph), on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938. As used herein, "public airport purposes" shall be deemed to exclude use of the structures conveyed hereby, or any portion thereof, for manufacturing or industrial purposes. However, until, in the opinion of the Civil Aeronautics Administration or its successor Government agency, it is needed for public airport purposes, any particular structure transferred hereby may be utilized for non-manufacturing or non-industrial purposes in such manner as the party of the second part deems advisable, provided that such use does not interfere with operation of the remainder of the airport as a public airport.

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

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

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

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

(3) That itinerant aircraft owned by the United States of America (hereinafter sometimes referred to as the "Government"), or operated by any of its employees or agents on Government business, shall at all times have the right to use the airport in common with others; provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administration or the successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict the Government's use to less than twenty-five (25) per centum of capacity of the landing area of the airport.

Government use of the airport by virtue of the provisions of this subparagraph shall be without charge of any nature other than payment for damage caused by such itinerant aircraft.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the United States of America, acting by and through the War Assets Administrator, has caused these presents to be executed in its name and on its behalf by C. L. Stanley, Regional Director, War Assets Administration, and the City of Shawnee, to evidence its complete acknowledgment of, accord with, acceptance of and agreement to be bound by the terms, conditions, reservations and restrictions set forth in this instrument, has caused these presents to be executed in its name and on its behalf by its Mayor, and attested by its City Clerk, and its seal to be hereunto affixed, all as of the 20th day of November, 1947.

WITNESSES:  
John M. Montgomery  
Daniel W. Smith

UNITED STATES OF AMERICA  
Acting by and through  
WAR ASSETS ADMINISTRATOR

By C. L. Stanley  
C. L. Stanley  
Regional Director  
War Assets Administration

WITNESSES:  
Randall Pitman  
E. E. Jones

CITY OF SHAWNEE, OKLAHOMA  
A municipal corporation

By Geo. E. McKinnis, Jr.  
Mayor

ATTEST:  
J. C. Coleman  
City Clerk (SEAL)

STATE OF OKLAHOMA  
COUNTY OF TULSA SS

Before me, the undersigned, a Notary Public in and for County of Tulsa, State of Oklahoma, on this 20th day of November, 1947, personally appeared C. L. Stanley, known to me to be Regional Director, War Assets Administration, and the identical person who executed the within and the foregoing instrument, and acknowledged to me that he executed the same in his capacity as Regional Director, War Assets Administration, as his free and voluntary act and deed, and as the free and voluntary act and deed of the United States of America, the War Assets Administration and the War Assets Administrator for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My commission expires; August 14, 1950 (SEAL) Edith H. Coates, Notary Public

STATE OF OKLAHOMA

SS

COUNTY OF POTTAWATOMIE

Before me, the undersigned, a Notary Public in and for the County of Pottawatomie, State of Oklahoma, on this 26th day of November, 1947, personally appeared Geo. E. McKinnis, Jr., known to me to be the Mayor of the City of Shawnee, County of Pottawatomie, State of Oklahoma, and the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his capacity as Mayor as his free and voluntary act and deed and as the free and voluntary act and deed of the said City of Shawnee, for the uses, purposes and considerations therein set forth.

WITNESS my hand and official seal the day and year last above written.

My commission Expires: January 13, 1951 (SEAL) Jean Adams, Notary Public

## CERTIFICATE

I, the undersigned, L. S. Wright, Secretary of Real Property Review Board, War Assets Administration, in my official capacity as such Secretary of Real Property Review Board, and duly authorized in the DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING AND CONVEYANCING dated June 6, 1947, to make the following certification, do hereby certify:

1. That C. L. Stanley is the Regional Director, War Assets Administration, duly appointed, authorized and acting in such capacity at the time of the execution of the attached instrument.
2. That the attached DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING AND CONVEYANCING is a true and correct copy of the original of said DELEGATION OF AUTHORITY, dated June 6, 1947.

Given under my hand this 20th day of November, 1947.

L. S. Wright  
Secretary  
(Title)  
Real Property Review Board  
(Office)  
War Assets Administration

(NOTICE)  
DELEGATION OF AUTHORITY NO. 35DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING, AND CONVEYANCING  
OF SURPLUS REAL PROPERTY AND PERSONAL PROPERTY ASSIGNED FOR DISPOSAL  
THEREWITH

The Deputy Administrator, Office of Real Property Disposal, and each Associate Deputy Administrator, Office of Real Property Disposal, War Assets Administration; the Zone Administrator, the Deputy Zone Administrator for Real Property Disposal, the Associate Deputy Zone Administrator for Real Property Disposal, and the Assistant Deputy Zone Administrator for Real Property Disposal, in each and every War Assets Administration Zone Office; the Regional Director and the Deputy Regional Director for Real Property Disposal, in each and every War Assets Administration Regional Office; the District Director and the Deputy District Director for Real Property Disposal, War Assets Administration District Office, Columbia, South Carolina; and any person or persons designated to act, and acting, in any of the foregoing capacities, are hereby authorized, individually (1) to execute, acknowledge and deliver any deed, lease, permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and do all acts necessary or proper to release and discharge any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of the Surplus Property Act of 1944, 58 Stat. 765, as amended (50 U. S. C. App. Supp. 1611); Public Law 181, 79th Congress, 59 Stat. 533; Executive Order 9689 (11 F. R. 1265); War Assets Administration Regulation No. 1 (12 F. R. 2249); and Surplus Property Administration General Amendment of January 5, 1946 (11 F. R. 408).

The Zone Administrator in each and every War Assets Administration Zone Office is hereby authorized to redelegate to such person or persons as he may designate the authority delegated to him by this instrument.

L. S. Wright, the Secretary of the Real Property Review Board, A. W. Manley, Associate Deputy Administrator, Office of Real Property Disposal, and J. T. Daly, Associate Deputy Administrator, Office of Real Property Disposal, War Assets Administration, are hereby authorized, individually, to certify true copies of this Delegation and provide such further certification as may be necessary to effectuate the intent of this Delegation in form for recording in any jurisdiction, as may be required.

This Delegation shall be effective as of the opening of business on June 9, 1947.

This authority is in addition to, but shall not in any manner supercede delegations of authority previously granted under dates of May 17, 1946; May 29, 1946; July 30, 1946; September 16, 1946; October 31, 1946; November 22, 1946; and January 13, 1947; as do not conflict with the provisions of this Delegation.

Robert M. Littlejohn  
ROBERT M. LITTLEJOHN  
Administrator