

October 30, 1988

SUN

Airport repairs old war airfield

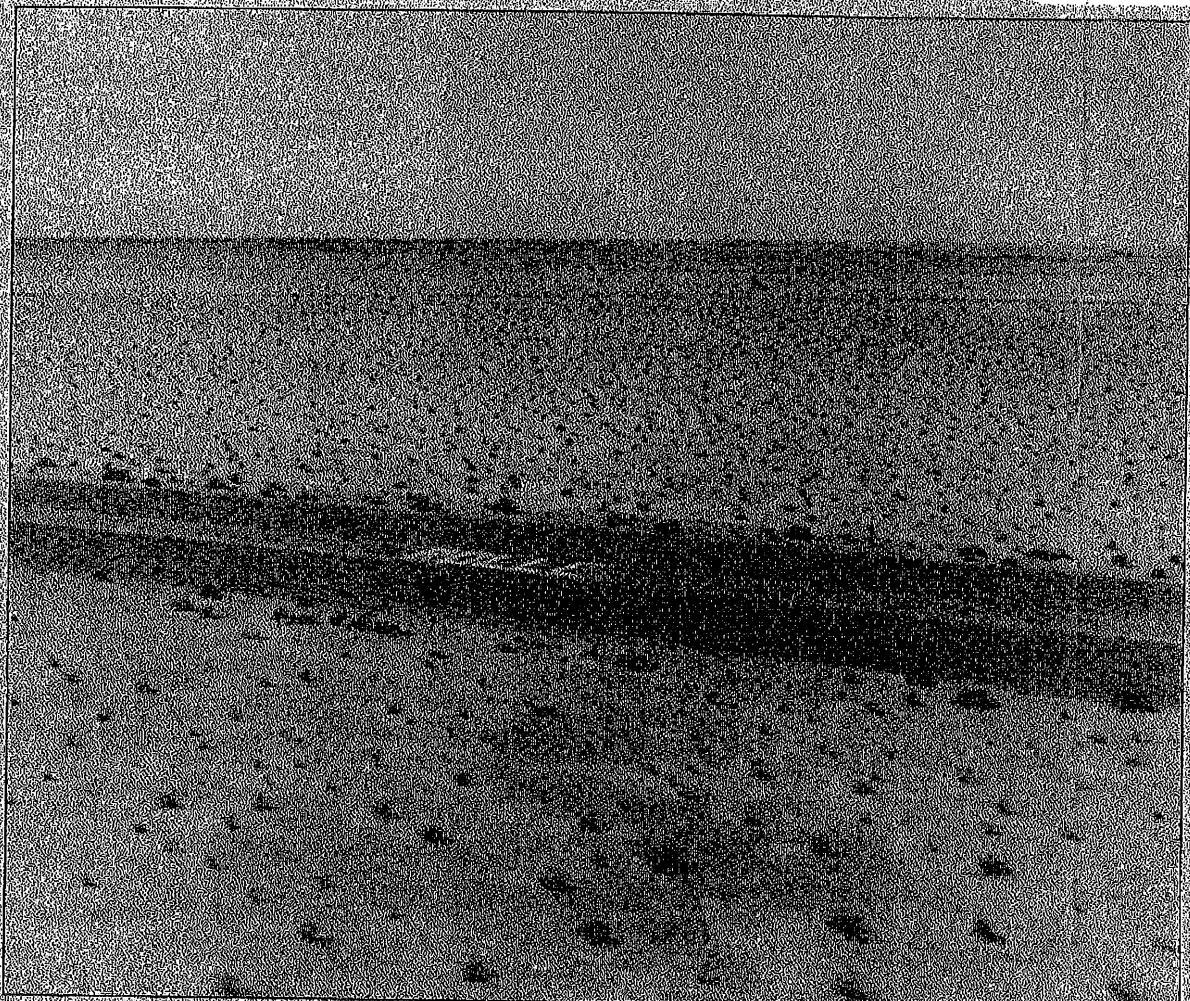
By BOB WERLEY
Staff Writer

One day it may become San Luis International Airport, but for now, Yuma Auxiliary Airfield No. 4 will be "Rolle Airfield," named after longtime Yuma County Airport Authority member James B. Rolle.

The strip, about 10 miles southwest of Yuma on the mesa, was built during World War II as one of four airstrips in the area to help pilots training at Yuma Army Airfield. Like the others, it was a handy emergency landing field.

Now the airport authority, with Les Lewis as president, is moving to improve the strip, located six miles northeast of San Luis, Ariz., for future use.

The runway is being used as a reliever for pilot training. Student pilots use it for touch-and-go landings instead of coming into the main airport and mixing with



See AIRFIELD, Page 15

Rolle Airfield was Aux. 4 until redesignation; six miles to south of San Luis, Ariz.

The Sun/Bob Werley

AIRFIELD

Continued from Page 1

heavy civilian and military traffic," said Donna Murray, Yuma International Airport manager.

As part of the upgrading of the field, the airport authority voted for a name change last summer. The authority decided that the field needed a change from the auxiliary designation to show transient military pilots who have been using the field that it is under civilian control, Murray said.

"They need to check with us when using the field."

Murray said the authority considered a number of names for the field but ultimately decided to honor the late James B. Rolle, a Yuma attorney.

In a letter to Robert C. Bloom, a Federal Aviation Administration supervisor in Los Angeles, Murray wrote: "The Yuma County Airport Authority is a unique organization, and it has taken people of great insight and effort to develop civilian aviation to the extent that it exists today in Yuma. One of those individuals was James B. Rolle.

"As the authority's legal counsel and a director from 1968 until his death in 1983 and president in 1975-76, Jim Rolle provided just that kind of vision and determination. His work in Yuma is deserving of the recognition that comes from great leadership and community service."

The authority has been granted its request that Rolle Airfield be included in the State Aviation System Plan.

The authority also is seeking state funding to secure the landing area, develop an apron area and rehabilitate the runway, Murray said. The authority also is looking for federal funds to help pay for the proposed work.

The county took over control of the field in 1952 and in 1973 designated the airport authority to improve, develop, operate and maintain it. It is located on a full section of land, 480 acres in the typical triangular design of such auxiliary fields as those in the Foothills, Wellton and eastern Yuma County.

As authority president in 1976, Rolle worked out a deal to gain \$25,000 in state money to improve the landing strip with an asphalt pavement. The lease with the U.S. Bureau of Reclamation was renegotiated in 1986 for a 25-year extension.

In past years the strip has been used for agriculture crop dusting operations as well as a hot-rod drag strip. For an aerial photography session last week, John Ewing, president of Sun Western Flyers, provided the aircraft free of charge and went along on the trip.

The airport authority is made up of 15 members with a five-man voting board of directors. Besides Lewis officers are Wayne Haugmann and F.C. "Frosty" Brades, vice presidents, Ron Harp, secretary, and Ed Zabel, treasurer.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
YUMA PROJECTS OFFICE
YUMA, ARIZONA

DUPLICATE ORIGINAL

6-07-34-L0550

COLORADO RIVER BASIN SALINITY CONTROL PROJECT

Contract and License for Airport Purposes

1. THIS CONTRACT, made as of the 18th day of February, 1986, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, and particularly the Act of August 4, 1939 (53 Stat. 1187), as amended, between the UNITED STATES OF AMERICA, hereinafter styled "United States," acting for this purpose by the Regional Director, Lower Colorado Region, hereinafter referred to as "Contracting Officer," and COUNTY OF YUMA, of the State of Arizona, hereinafter styled "Contractor";

WITNESSETH:

2. WHEREAS, the Contractor desires the right to operate and maintain an airport on lands of the United States primarily for the purpose of operating, maintaining, and managing an airport including, but not limited to, use by farmers and growers of the Yuma area in connection with crop spraying or dusting operation described in Article 6 hereof; and

3. WHEREAS, the granting of such right by the United States and the exercise thereof by the Contractor under the terms and conditions herein provided will not be incompatible with the purposes for which the lands are being administered; and

4. WHEREAS, the Contractor has entered into "Memorandum of Understanding Relating to Reciprocal Use of Rights-of-Way Between Yuma County Highway Department and United States Bureau of Reclamation," No. 5-07-34-L0544, which provides for mutual use of the other's rights-of-way without reimbursement for administrative costs or fair market value.

5. NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows, to wit:

6. Subject to the terms and conditions hereinafter stated, the United States does hereby grant to the Contractor, a license to operate and maintain an airport on the following-described lands of the United States in the County of Yuma, State of Arizona:

Section thirty-five (35), Township ten (10)
South, Range twenty-four (24) West, Gila
and Salt River Meridian, Arizona.

All construction work performed by the Contractor across said lands shall be in conformity with plans and specifications approved by the Contracting Officer and shall be conducted by the Contractor at all times in a manner satisfactory to the Contracting Officer. The Contractor shall not cause or permit the surface of the ground to be altered in such a way as to affect natural drainage without the prior written approval of the Contracting Officer. The Contractor further agrees to keep his improvements to a minimum so as not to disturb the natural contours of the lands and that he will not prospect on or remove materials from the lands.

7. This License to use the lands described in article 6 shall be for a term of twenty-five (25) years from the date of this Contract after which period it may be revoked and terminated by the United States upon giving ninety (90) days written notice to the Contractor of its intention to so revoke and terminate such License. The Contractor shall remove any structures or facilities placed upon the lands by the Contractor prior to the date of expiration of such notice or any extension thereof that may be granted by the United States and shall restore the lands to the condition existing on the date of execution of this License; Provided, That upon failure of the Contractor to remove any such structure or facility or upon failure to restore the lands prior to expiration of such notice, or any extension thereof, the United States may remove any such structure or facility remaining on the lands and restore such lands and charge the expense of such removal and restoration to the Contractor.

8. There is reserved from the rights herein granted, the prior rights of the United States acting through the Bureau of Reclamation, Department of the Interior, to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for severance or other damage to the Contractor's work; Provided, however, That if such reserved rights are not identified in at least general terms in this grant and exercised for works authorized by the Congress within 10 years following the date of this grant, they will not be exercised unless the

Contractor or Contractor's successor in interest is notified of the need, and grants an extension or waiver. If no extension or waiver is granted, the United States will compensate or institute mitigation measures for any resultant damages to works placed on said lands pursuant to the rights herein granted. Compensation shall be in the amount of the cost of reconstruction of Contractor's works to accommodate the exercise of the United States' reserved rights. As alternatives to such compensation, the United States, at its option and at its own expense, may mitigate the damages by reconstructing the Contractor's works to accommodate the United States' facilities, or may provide other adequate mitigation measures for any damage to the grantee's property or right. The decision to compensate or mitigate is that of the Contracting Officer.

9. The Contractor shall not use the above-described lands for any purpose other than that stated above. The Contractor may, however, construct and erect structures and facilities needed for operating, maintaining and managing the airport and for the storage of crop dusting materials.

10. The operation, maintenance and management of the airport shall be at the sole cost and expense of the Contractor and shall be in accordance with the regulations of the Federal Aviation Administration; and authorized representatives of the Federal Aviation Administration shall have the right at any time to inspect the said airport and all records pertinent to the operation, maintenance and management of same.

11. The United States shall have the right to assume full charge and control of the lands and structures and facilities constructed or erected by the Contractor at such time or times as the President of the United States shall deem the same necessary for military or defense purposes.

12. The Contractor shall at all times, and at the Contractor's sole expense, operate and maintain the said airport and make the necessary repairs and replacements to said airport in a good and workmanlike manner and so as not to interfere with the proper use and operation of or cause injury to any property or works of the United States, its successors or assigns. The Contractor shall reimburse the United States, its successors or assigns for all damage arising out of the utilization of the aforementioned lands and shall promptly pay any bills rendered therefor by the United States.

13. The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damages and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Contractor's activities under this agreement.

14. Subject to the right hereby reserved to the United States to cancel this contract forthwith, by written notice, upon breach by the Contractor of any of the provisions hereof, the term of this contract shall be for the period of twenty-five (25) years from the date hereof; Provided, That on expiration of termination of this contract, all improvements constructed or erected by the Contractor pursuant to this contract shall become the property of the United States.

15. This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; Provided, however, That no assignment or transfer of any of the rights of the Contractor hereunder shall be made without the prior written consent of the United States.

16. (a) Any notice, demand, or request required or authorized by this license to be given or made to or upon the United States shall be deemed properly given or made if delivered, or mailed postage prepaid, to Project Manager, Yuma Projects Office, Bureau of Reclamation, Post Office Bin 12487, Yuma, Arizona 85365.

(b) Any notice, demand, or request, required or authorized by this agreement to be given or made to or upon the Contractor shall be deemed properly given or made if delivered, or mailed postage prepaid, to the Contractor at the address given at the foot of this contract.

(c) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this article for other notices.

17. All Departments, Bureaus and Agencies of the United States operating aircraft shall have free and unrestricted use of said airport and shall have the right to use and obtain services, fuel, lubricants and other supplies and facilities as may be provided at the airport at prices not in excess of prices charged others for similar services, supplies and facilities.

18. Neither this license nor any interest herein shall be transferred by the Contractor without the written consent of the United States.

19. There is reserved to the United States all uranium, thorium, or any other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.

20. The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the Contractor to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

21. 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 herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

22. During the performance of this contract the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the day and year first above written.

APPROVED AS TO LEGAL SUFFICIENCY THE UNITED STATES OF AMERICA,

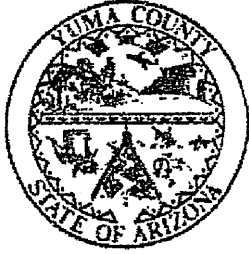
By: Int. L. Dorchman 3-12-86
Field Solicitor

By: [Signature]
Regional Director
Lower Colorado Region

YUMA COUNTY

By: [Signature]
Title: Chairman

Address: P.O. Box 1112
Yuma, AZ 85364



Yuma County
Yuma, Arizona

OFFICE OF THE
BOARD OF SUPERVISORS
Redondo Square
P.O. Box 1112
Yuma, Arizona 85364
Phone 782-4534

BOB McCLENDON
DISTRICT 1

GARY MUNK
DISTRICT 2

RAY MOORE
DISTRICT 3

CLYDE CUMING
DISTRICT 4

PAT CONNER
DISTRICT 5

ANDREW O. TORRES
COUNTY ADMINISTRATOR

RESOLUTION NO. 86-11

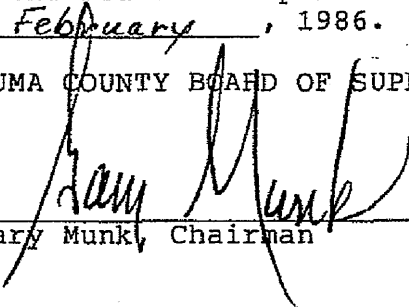
WHEREAS, the Board of Supervisors of the County of Yuma hereby approves a Lease Agreement to be entered into with the U. S. Department of the Interior for a contract and license for airport purposes.

WHEREAS, the term of the contract being twenty-five (25) years upon the signature of the Chairman.

NOW, THEREFORE, BE IT RESOLVED, That the Chairman is authorized to sign this Lease Agreement on behalf of the Yuma County Board of Supervisors.

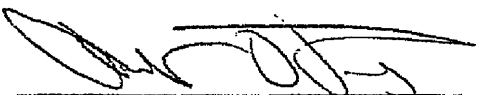
PASSED and ADOPTED by the Board of Supervisors of Yuma County, this 18th day of February, 1986.

YUMA COUNTY BOARD OF SUPERVISORS



Gary Munk, Chairman

ATTEST:



Andrew O. Torres, Clerk/
Yuma County Administrator

1986 License
and
Extension to
2034

Contract No. 6-07-34-L0550
Amendment No. 1

**DUPLICATE
ORIGINAL**

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
LOWER COLORADO REGION
YUMA AREA OFFICE
YUMA, ARIZONA

COLORADO RIVER BASIN SALINITY CONTROL PROJECT
PROTECTIVE AND REGULATORY PUMPING UNIT
TITLE I DIVISION, FIVE MILE ZONE
ARIZONA

AMENDATORY CONTRACT AND LICENSE FOR AIRPORT PURPOSES

1 CONTRACT AND LICENSE No. 6-07-34-L0550 (License), dated February 18, 1986, is
2 amended this 23 day of October, 2009, pursuant to provisions of the
3 Reclamation Act of June 17, 1902 (32 Stat. 388); the Reclamation Project Act of
4 August 4, 1939 (53 Stat. 1187), as amended August 18, 1950 (64 Stat. 463); and acts amendatory
5 thereof or supplementary thereto; and the provisions of 43 CFR § 429, between the United States
6 of America, acting through the Bureau of Reclamation, hereinafter referred to as "Reclamation,"
7 represented by the officer executing this License, hereinafter referred to as the "Area Manager,"
8 and the County of Yuma, of the State of Arizona, hereinafter referred to as the "Licensee."
9

10 WITNESSETH:

11
12 WHEREAS, the parties hereto under date of February 18, 1986, entered into a Contract
13 and License to Use Lands for Airport Purposes, bearing Contract No. 6-07-34-L0550 hereinafter
14 referred to as "License,"; and
15

16 WHEREAS, the parties desire to amend the License in the respects hereinafter provided.
17

18 NOW, THEREFORE, in consideration of the mutual covenants and other provisions
19 herein contained, the parties hereto agree as follows:
20

21 1. Article 7 of the License is hereby amended so as to read as follows:
22

23 7. This License to use the lands described in article 6 shall be for a term of
24 twenty-five (25) years from the date of this Contract after which period it may be revoked and
25 terminated by the United States upon giving ninety (90) days written notice to the Licensee of its

26 intention to so revoke and terminate such License. The Licensee shall remove any structures or
27 facilities placed upon the lands by the Licensee prior to the date of expiration of such notice or
28 any extension thereof that may be granted by the United States and shall restore the lands to the
29 condition existing on the date of execution of this License. Provided, that upon failure of the
30 Licensee to remove any such structure or facility or upon failure to restore the lands prior to
31 expiration of such notice, or any extension thereof, the United States may remove any such
32 structure or facility remaining on the lands and restore such lands and charge the expense of such
33 removal and restoration to the Licensee.

34

35 2. Except as herein otherwise provided, each of the provisions of the License shall
36 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed their names to this AMENDATORY CONTRACT AND LICENSE which shall become effective the day and year first above written.

THE UNITED STATES OF AMERICA

By: Jennifer McCloskey
Jennifer McCloskey
Area Manager
Yuma Area Office
Lower Colorado Region
Bureau of Reclamation
United States Department of the Interior

Date: 10/23/09

ACCEPTANCE:

County of Yuma

By: Thad M. McQuinn

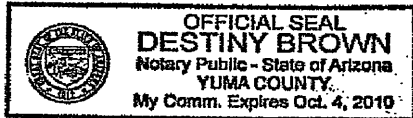
Title: YCAA President

Date: September 16, 2009

ACKNOWLEDGMENT

State of Arizona)
) ss.
County of Yuma)

On this 23 day of October, 2009, before me,
Destiny Brown, a Notary Public in and for said County and State
personally appeared Jennifer McCloskey Area Manager, Yuma Area Office,
Lower Colorado Region, Bureau of Reclamation, United States Department of the Interior,
known to me to be the person described in the foregoing instrument, and acknowledged to me
that she executed the same on behalf of the United States of America in the capacity therein
stated and for the purposes therein contained.



[Signature]
Notary Public in and for the
County of Yuma, State of Arizona

My Commission Expires: October 4, 2010



United States Department of the Interior



BUREAU OF RECLAMATION

Yuma Area Office
7301 Calle Agua Salada
Yuma, Arizona 85364

OCT 30 2009

IN REPLY REFER TO:

YAO-7120
LND-6.00

Mr. Craig Williams
Airport Director
Yuma County Airport Authority
2191 East 32nd Street, Suite 218
Yuma, Arizona 85365

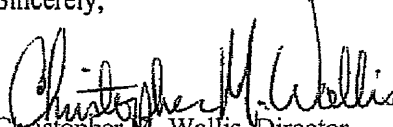
Subject: Yuma County Airport Authority – Amendatory Contract and License No. 06-07-34-L0550 – Amendment No. 1 Relating to Rolle Field License Extension - Colorado River Basis Salinity Control Project Protective and Regulatory Pumping Unit Title I Division, Five Mile Zone, Arizona

Dear Mr. Williams:

Enclosed for your files is a fully executed duplicate original of the subject Contract No. 05-07-34-L0550, Amendment No. 1.

If you have questions, please contact Mr. Cliff Oyama, Lands Team Consultant, at telephone No. 928-343-8542.

Sincerely,


Christopher M. Wallis, Director
Resource Management Office

Enclosure

1 ated herein with respect to the operation of the airport upon the
2 lands covered by the aforesaid license, to the extent that said
3 terms are not inconsistent with the license above described.

4 3. The Yuma County Airport Authority agrees to assume and per-
5 form all of the obligations of the County under said license and
6 to indemnify and hold harmless the County from all liability in
7 connections therewith.

8 This agreement shall be binding upon the parties and successors
9 in office and successors in interest of the parties hereto.

10 IN WITNESS WHEREOF the parties have hereunto set their hands
11 the day and year first above written.

12
13 THE BOARD OF SUPERVISORS OF YUMA
14 COUNTY, STATE OF ARIZONA

15
16 BY *Shirley A. Johnson*

17 ATTEST:

18 *R. J. [Signature]*

19 YUMA COUNTY AIRPORT AUTHORITY, INC

20
21 BY *Theo. L. Madley*

22 Its President

23 ATTEST:

24
25 _____
26 YCAA is the
27 County's
28 "Agent"
29
30
31
32