

The 1984 Settlement Agreement Supersedes the 1948 Instrument of Transfer

Pages from the SMO 1984 Settlement Agreement dated January 31, 1984 (link to the full document -- http://bit.ly/1984_Agreement)

TRACT NO. 4069(CCS)

SANTA MONICA AIRPORT AGREEMENT

Section 1. Purpose.

This Agreement resolves a series of disputes involving the Santa Monica Airport (hereinafter "the Airport"). These disputes have taken various forms, including extensive complex litigation. In addition to expressing the mutual consent of the parties, including the City of Santa Monica (hereinafter "the City") and the Federal Aviation Administration hereinafter ("the FAA"), this Agreement responds to the concerns of local and national aviation interests and residents of neighborhoods affected by noise from the Airport.

The various Airport disputes have occurred over an extended period of time and have involved a number of specific issues. In these disputes there have been two common factors:

a. The impact on the community surrounding the Airport of noise from aircraft operating into and out of the Airport.

Section 4. Settlement of Legal Disputes.

This Agreement serves to resolve all existing legal disputes among the parties. In this context it constitutes a settlement Agreement applicable to all existing litigation

5

and/or administrative complaints pending between the parties. Following its acceptance and execution by the parties, a copy may be filed with any Court or administrative body where any litigation or complaint is pending as evidence of the resolution and settlement agreed to by the parties.

Section 8. Commitment to Operate Airport.

The City will operate and maintain the Airport as a viable functioning facility without derogation of its role as a general aviation reliever airport as described in Section 2(b)(i) of this Agreement or its capacity in terms of runway length and width, taxiway system, and runway weight bearing strength until July 1, 2015. The Airport will be capable of accommodating most kinds of general aviation aircraft, generally consistent with Group II Design Standards set forth in FAA Advisory Circular 150/5300.4B dated February 24, 1983.

The City agrees to improve the Airport physical layout as shown in the Airport Layout Plan and maintain the Airport and the facilities located on the Airport.

Despite the clear purpose and language of the 1984 Settlement Agreement, aviation interests are trying to assert that the agreement doesn't supersede the 1948 Instrument of Transfer and its disputed terms.

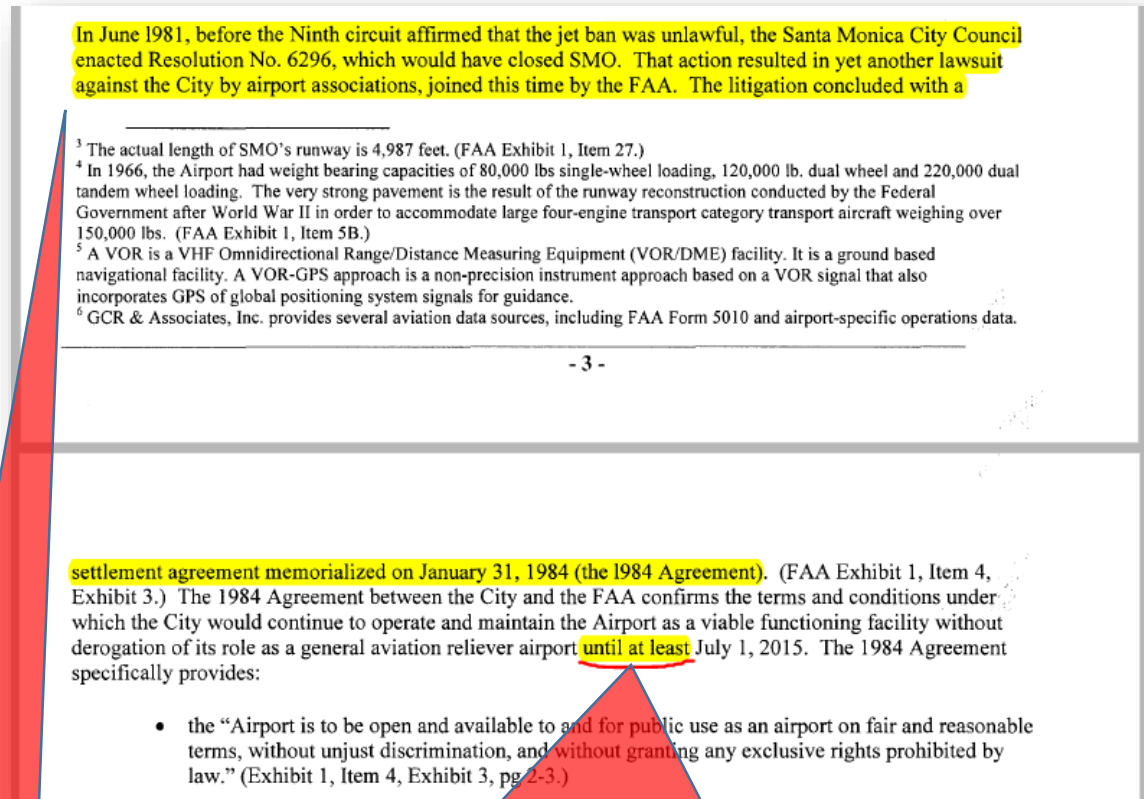
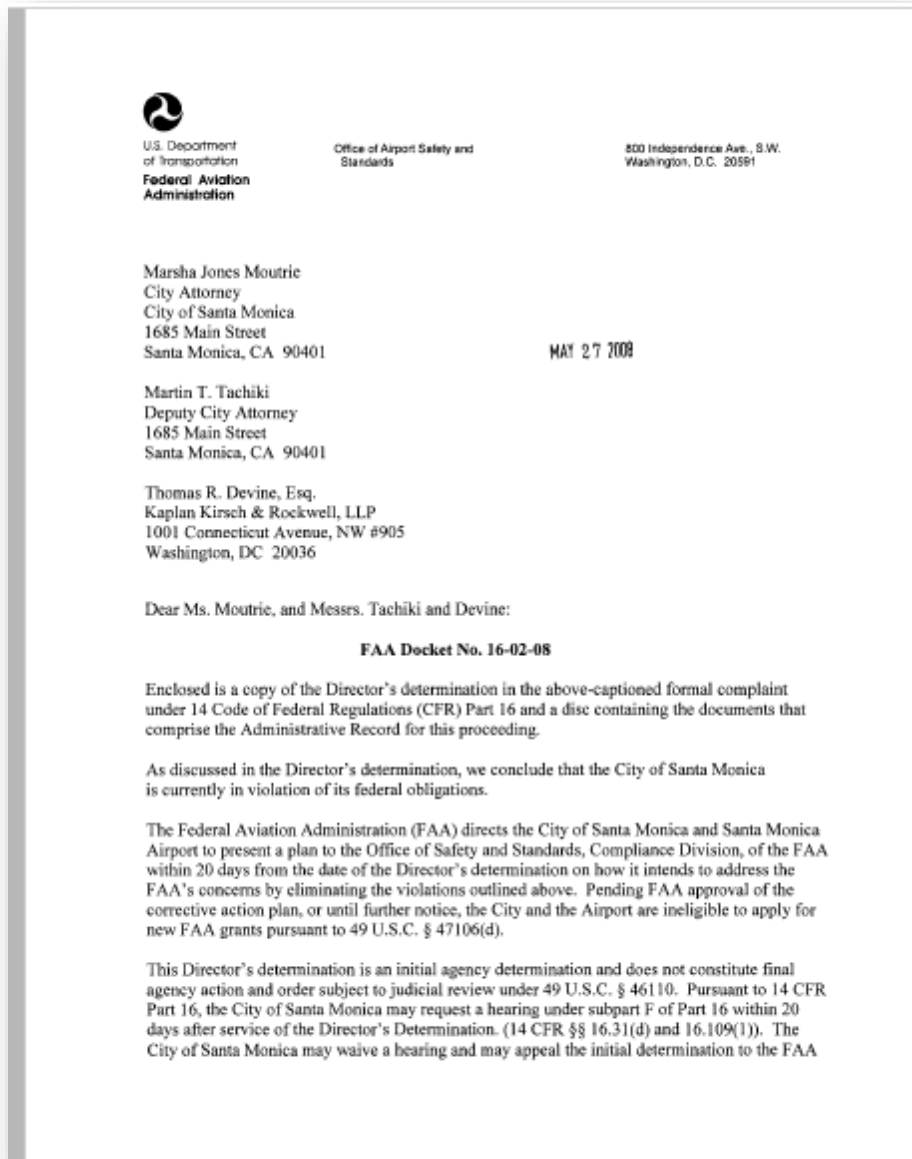
The 1984 Agreement says the City will operate the Airport until July 1, 2015.

"Until" is completely different from "until at least".

The addition of these two critical words "at least" would completely change the meaning of a sentence.

The 1984 Settlement Agreement Supersedes the 1948 Instrument of Transfer Pages

from the FAA Part 16 Matter 16-02-08 Director's Determination dated May 27, 2008 (link to the full document -- <http://part16.airports.faa.gov/pdf/16-02-08b.pdf>)



The 1984 Settlement Agreement was a result of the dispute and litigation about the closing of the Airport.

The 1984 Settlement Agreement clearly did not say "UNTIL AT LEAST". However, in 2008, 24 years after the settlement agreement was executed, Aviation interests began to deceptively insert the two critical words "at least" when referring to the 1984 settlement agreement in order to alter the terms of the agreement. This 2008 FAA document shows the first use of the critical two words that were added.

The 1984 Settlement Agreement Supersedes the 1948 Instrument of Transfer

Pages from the FAA Part 16 Matter 16-02-08 Initial Decision of the Hearing Officer dated May 14, 2009 (link to the full document -- <http://part16.airports.faa.gov/pdf/16-02-08c.pdf>)

Federal Aviation Administration Washington, D.C.

Matter: IN THE MATTER OF COMPLIANCE WITH
FEDERAL OBLIGATIONS BY THE CITY OF
SANTA MONICA, CALIFORNIA

Docket No.: 16-02-08

Appearances:

For the City of Santa Monica: Marsha Jones Moutrie, Esq.,
City Attorney
Joseph Lawrence, Esq.,
Assistant City Attorney
Lance S. Gams, Esq.,
Ivan O. Campbell, Esq.,
Deputy City Attorneys

Thomas R. Devine, Esq.
W. Erik Pilsk, Esq.
Kaplan Kirsch & Rockwell LLP

For the FAA Office of Airport
Safety and Standards: Elizabeth J. Weir, Esq.
Stephen W. Brice, Esq.
FAA Office of the Chief Counsel

Other Participants: Mr. Martin Rubin,
Concerned Residents Against Airport Pollution

Mr. Rob Kadota,
Mar Vista Community Council


Ms. Zina Josephs,
Friends of Sunset Park

32. In June of 1981, the Santa Monica City Council enacted Resolution No. 6296, which would have closed SMO. That action resulted in further litigation involving the City, airport associations, and the FAA. DD at 3-4.

33. As a result of the litigation described above, the parties entered into the 1984 Agreement. DD Item 4, Exh. 3. The 1984 Agreement primarily is focused on noise abatement. It confirms the terms and conditions under which the City would continue to operate and maintain the Airport as a viable functioning facility without derogation of its role as a general aviation reliever airport until at least July 1, 2015. DD Item 4, Exhibit 3. The 1984 Agreement specifically provides: "The Airport is to be open and available to and for public use as an airport on fair and reasonable terms, without unjust discrimination, and without

9

Finally, I conclude that the concept of Federal preemption provides context for the above conclusion that the City does not have authority to issue an ordinance that precludes categories of aircraft from SMO solely on grounds of safety, under the circumstances here. The Doctrine of Federal Preemption does not, however, in and of itself, constitute a ground for administrative action by the FAA against the City under Part 16. Ultimately, applicability of the Doctrine properly is the province of the federal courts.^{26, 27}


Anthony N. Palladino
Designated Hearing Officer,
Associate Chief Counsel/ Director
FAA Office of Dispute Resolution for Acquisition

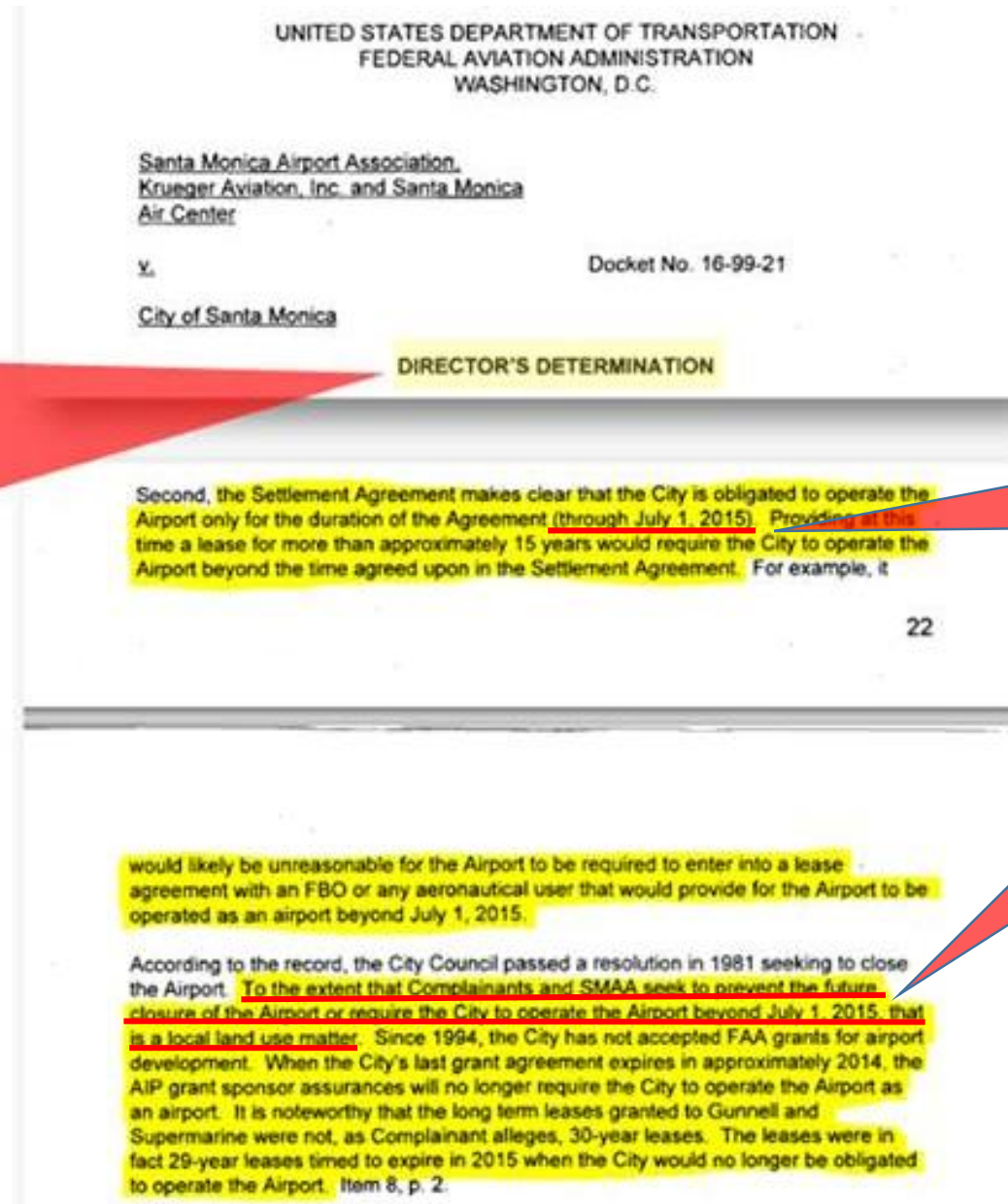
May 14, 2009

The 1984 Settlement Agreement was a result of the dispute and litigation about the closing of the Airport.

In 2009, Aviation interests continued to deceptively insert the two critical words "at least" as they refer to the 1984 settlement agreement in order to alter the terms of the agreement. This 2009 FAA document shows the second use of the critical two words that were added.

The 1984 Settlement Agreement Supersedes the 1948 Instrument of Transfer

Pages from the FAA Part 16 Matter 16-99-21 Director's Determination dated February 4, 2003 (link to the full document -- <http://part16.airports.faa.gov/pdf/16-99-21b.pdf>)




This is a document authored by the FAA.

The full document can be found at:

<http://part16.airports.faa.gov/pdf/16-99-21b.pdf>

In February 2003, before inserting the two key words "at least", the FAA acknowledged that the airport only had to be operated until July 1, 2015.

un·til

/,ən'til/ 

preposition & conjunction

up to (the point in time or the event mentioned).

"the kidnapers have given us until October 11th to deliver the documents"

synonyms: (up) till, to, up to, through (to), up until, as late as

"I work until Thursday"

- **before**, prior to, previous to, up to, up until, (up) till, earlier than
"this did not happen until 1998"

Santa Monica Airport
1984 Settlement Agreement

~~“at least”~~