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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

UNITED STATES OF AMERICA,

No. 2:20-cv-203

Plaintiffs,

v.

KING COUNTY, WASHINGTON; DOW
CONSTANTINE, in his official capacity as
King County Executive

COMPLAINT

Defendant.

The United States of America, by and through its undersigned counsel, brings this civil action for declaratory and injunctive relief, and alleges as follows:

PRELIMINARY STATEMENT

1. In this action, the United States seeks a declaration invalidating and permanently enjoining the enforcement of King County Executive Order PFC-7-1-EO, “King County International Airport—Prohibition on immigration deportations” (“Airport EO”), signed April 23, 2019, attached hereto as Exhibit A.

2. The Government of the United States has “broad, undoubted” inherent power as a sovereign nation, and enumerated constitutional and statutory power, to regulate matters pertaining to immigration and the status of aliens. *Arizona v. United States*, 567 U.S. 387, 394 (2012) (citing *Toll v. Moreno*, 458 U.S. 1 (1982)); *Fong Yue Ting v. United States*, 149 U.S. 698, 707 (1893) (“The right of a nation to expel or deport foreigners who have not been naturalized, or taken any steps towards becoming citizens of the country . . . is as absolute and unqualified, as

1 the right to prohibit and prevent their entrance into the country.”). *But see Yamataya v. Fisher*,
2 189 U.S. 86, 100–01 (1903) (discussing due process constraints on removal power).

3 3. Federal law also explicitly preempts State and local governments, such as King
4 County, from enacting or enforcing laws “related to a price, route, or service of an air carrier that
5 may provide air transportation.” 49 U.S.C. § 41713(b)(1).

6 4. The Airport EO requires that “all future leases, operating permits, and other
7 authorizations for commercial activity at King County International Airport [also known as
8 Boeing Field] contain a prohibition against providing aeronautical or non-aeronautical services to
9 enterprises engaged in the business of deporting immigration detainees (except for federal
10 government aircraft), to the maximum extent permitted by applicable law.” Ex. A ¶ 3.

11 5. The Airport EO also directs officials to “[d]evelop procedures for exercising King
12 County’s rights under existing leases . . . [and] to ensure strict lessee compliance with applicable
13 laws, ordinances, rules, regulations and policies of King County regarding human trafficking and
14 the servicing of any aircraft engaged in the business of deportation of immigration detainees,
15 including, without limitation King County Code Chapter 2.15 and this Executive Order.” Ex. A
16 ¶ 4.

17 6. The Airport EO has both the purpose and effect of prohibiting federal immigration
18 authorities from using Boeing Field to remove individuals with final orders of removal from the
19 United States or to transport immigration detainees within the United States. Since issuance of
20 the Airport EO, fixed-base operators (“FBOs”) at Boeing Field, which provide basic aeronautical
21 services to charter flight operators, no longer will service flights by U.S. Immigration and
22 Customs Enforcement (“ICE”) Air Operations (“IAO”).

23 7. Because ICE flights cannot use any of the FBOs at Boeing Field, ICE has had to
24 relocate its flight operations to Yakima, Washington. This relocation has restricted ICE’s
25 operations, such that it interferes with ICE’s ability to enforce federal immigration law. The
26 Airport EO therefore violates the Supremacy Clause.

1 14. Defendant Dow Constantine is the King County Executive and is being sued in his
2 official capacity.

3
4 **FEDERAL IMMIGRATION LAW**

5 15. The Constitution affords Congress the power to “establish an uniform Rule of
6 Naturalization,” U.S. Const., art. I § 8, cl. 4, and to “regulate Commerce with foreign Nations,
7 and among the several States,” U.S. Const., art. I § 8, cl. 3. It also affords the President of the
8 United States the authority to “take Care that the Laws be faithfully executed.” U.S. Const., art.
9 II § 3.

10 16. The Supremacy Clause of the Constitution mandates that “[t]his Constitution, and
11 the Laws of the United States which shall be made in Pursuance thereof . . . shall be the supreme
12 Law of the Land . . . any Thing in the Constitution or Laws of any State to the Contrary
13 notwithstanding.” U.S. Const., art. VI, cl. 2. Thus, a state or local enactment is invalid if it “stands
14 as an obstacle to the accomplishment and execution of the full purposes and objectives of
15 Congress,” *Hines v. Davidowitz*, 312 U.S. 52, 67 (1941), or if it “discriminate[s] against the
16 United States or those with whom it deals,” *South Carolina v. Baker*, 485 U.S. 505, 523 (1988).

17 17. Based on its enumerated powers and its constitutional power as a sovereign to
18 control and conduct relations with foreign nations, the United States has broad authority to
19 establish immigration laws, the execution of which the States and their political subdivisions
20 cannot obstruct or discriminate against. *See Arizona v. United States*, 567 U.S. 387, 394-95
21 (2012); *accord North Dakota v. United States*, 495 U.S. 423, 435 (1990) (plurality); *id.* at 444-47
22 (Scalia, J., concurring).

23 18. Congress has exercised its authority to make laws governing the entry, admission,
24 presence, status, and removal of aliens within the United States by enacting various provisions of
25 the Immigration and Nationality Act (INA), 8 U.S.C. § 1101 et seq., and other laws regulating
26 immigration.

1 19. These laws codify the Executive Branch’s authority to inspect, investigate, arrest,
2 detain, and remove aliens who are suspected of being, or found to be, unlawfully in the United
3 States. *See* 8 U.S.C. §§ 1182, 1225, 1226, 1227, 1228, 1231, 1357.

4 **ICE’S RESPONSIBILITY TO TRANSPORT IMMIGRATION DETAINEES**

5 20. ICE, through Enforcement and Removal Operations (“ERO”), is responsible for
6 managing all aspects of the immigration enforcement process, including identification and arrest,
7 domestic transportation, detention, bond management, and supervised release, including
8 alternatives to detention. In addition, ERO removes aliens ordered removed from the United
9 States to more than 170 countries around the world. *See* U.S. Immigration & Customs
10 Enforcement, *About*, <https://www.ice.gov/about> (last visited February 10, 2020).

11 21. ICE supports the enforcement of immigration law by facilitating the transportation
12 and removal of aliens via commercial flights. Since 2006, ICE Air Operations has used air charter
13 services to transport individuals in ICE custody within the United States and to remove individuals
14 from the United States. *See* U.S. Immigration & Customs Enforcement, *Fact Sheet: ICE Air*
15 *Operations*, <https://www.ice.gov/factsheets/ice-air-operations> (last visited February 10, 2020).

16 **THE AIRLINE DEREGULATION ACT**

17 22. Pursuant to Congress’s power to “regulate Commerce with foreign Nations, and
18 among the several States,” U.S. Const., art. I § 8, cl. 3, Congress has established a comprehensive
19 scheme for the regulation of interstate air carriers.

20 23. In 1978, Congress determined that efficiency, low prices, variety, and quality
21 would be furthered by reliance on competitive market forces rather than pervasive federal
22 regulation. *Charas v. Trans World Airlines, Inc.*, 160 F.3d 1259, 1262 (9th Cir. 1998) (discussing
23 H.R. Conf. Rep. No. 95–1779, 95th Cong., 2d Sess. 53 (1978)); *see also Morales v. Trans World*
24 *Airlines, Inc.*, 504 U.S. 374, 378 (1992).

25 24. In order to prevent state and local governments from undoing federal deregulation
26 by enacting their own regulations, the Airline Deregulation Act (“ADA”) provides that a “political

1 subdivision of a State . . . may not enact or enforce a law, regulation, or other provision having
2 the force and effect of law related to a price, route or service of an air carrier that may provide air
3 transportation under this subpart.” 49 U.S.C. § 41713(b)(1). This provision bars local
4 governments from prohibiting or restricting particular types of air transportation, whether directly
5 or as an indirect effect of other regulations.

6 **THE AIRPORT EXECUTIVE ORDER**

7 25. On April 23, 2019, Mr. Constantine signed the Airport EO.

8 26. The Airport EO directs that “the
9 [King County] Department of Executive Services shall coordinate with [Boeing Field] and the
10 Facilities Management Division” to take actions to ensure that Boeing Field “shall not support the
11 transportation and deportation of immigration detainees in the custody of Immigration and
12 Customs Enforcement, either traveling within or arriving or departing the United States or its
13 territories.” Ex. A at 2.

14 27. The Airport EO instructs King County’s executive agencies to “[e]nsure that all
15 future leases, operating permits and other authorizations for commercial activity at [Boeing Field]
16 contain a prohibition against providing aeronautical or non-aeronautical services to enterprises
17 engaged in the business of deporting immigration detainees (except for federal government
18 aircraft), to the maximum extent permitted by applicable law.” *Id.* ¶ 3.

19 28. The Airport EO further instructs King County’s executive agencies to “[d]evelop
20 procedures for exercising King County’s rights under existing leases at [Boeing Field] to ensure
21 strict lessee compliance with applicable laws, ordinances, rules, regulations and policies of King
22 County regarding human trafficking and the servicing of any aircraft engaged in the business of
23 deportation of immigration detainees, including, without limitation King County Code Chapter
24 2.15 and this Executive Order.” *Id.* ¶ 4.

25 29. After signing the Executive Order, Mr. Constantine asserted, “Our goal is to ban
26 flights of immigrant detainees from our publicly owned airport, and I hope members of Congress

1 shine a light on this practice and how it is currently funded.” King County, *Executive Constantine*
2 *Directs Actions Against ICE Detainee Flights From King County Airport*, Apr. 23, 2019,
3 [https://www.kingcounty.gov/elected/executive/constantine/news/release/2019/April/23-ICE-](https://www.kingcounty.gov/elected/executive/constantine/news/release/2019/April/23-ICE-KCIA.aspx)
4 [KCIA.aspx](https://www.kingcounty.gov/elected/executive/constantine/news/release/2019/April/23-ICE-KCIA.aspx) (last visited February 10, 2020).

5 **IMPACT OF THE AIRPORT EXECUTIVE ORDER**

6 30. The Airport EO has had a significant impact on ICE’s operations in the Northwest
7 United States.

8 31. Since issuance of the Airport EO, the FBO at Boeing Field that once serviced
9 flights by ICE’s contractors and sub-contractors will no longer do so, and ICE’s contractors and
10 sub-contractors have not been able to obtain a replacement FBO at Boeing Field or conduct flight
11 operations on behalf of ICE.

12 32. Because Boeing Field’s FBOs will not service ICE planes, these planes no longer
13 have the ability to fly into or out of Boeing Field, which is the airport closest to ICE’s Northwest
14 Detention Facility in Tacoma, Washington.

15 33. ICE has been forced to relocate its flights to an airport in Yakima, Washington,
16 located approximately 150 miles away from Tacoma by road, which has resulted in significant
17 fiscal and public safety costs impeding ICE operations.

18 34. The “Instrument of Transfer” between King County and the United States provides
19 “[t]hat the United States of America . . . through any of its employees or agents shall at all times
20 have the right to make nonexclusive use of the landing area of the airport at which any of the
21 property transferred by this instrument is located or used, without charge.” Ex. B at 15.

22 **CLAIMS FOR RELIEF**

23 **Count One**

24 35. Plaintiff hereby incorporates paragraphs 1 through 34 as if fully set forth herein.

25 36. The Airport EO discriminates against private parties based on their relationship
26 with federal immigration officials.

1 37. The Airport EO significantly obstructs and burdens federal activities, and
2 interferes with federal rights under the Instrument of Transfer.

3 38. The Airport EO therefore violates the Supremacy Clause and is invalid.

4 **Count Two**

5 39. Plaintiff hereby incorporates paragraphs 1 through 38 as if fully set forth herein.

6 40. The intent of the Airport EO is to prevent ICE’s contractors and sub-contractors
7 from conducting lawful air carrier operations, properly authorized under federal law, at Boeing
8 Field.

9 41. By prohibiting Boeing Field lessees from “providing aeronautical or non-
10 aeronautical services to enterprises engaged in the business of deporting immigration detainees,”
11 the Airport EO prevents ICE’s contractors and sub-contractors from obtaining necessary aircraft
12 services such as fuel and water at Boeing Field. Because the Airport EO prevents ICE’s
13 contractors and sub-contractors from providing air carrier services to ICE at Boeing Field, these
14 contract carriers are unable to conduct operations at Boeing Field, and ICE must therefore re-
15 route its contract carriers to an airport in Yakima, Washington.

16 42. The Airport EO is therefore a “law, regulation, or other provision having the force
17 and effect of law related to a price, route or service of an air carrier that may provide air
18 transportation under this subpart.” 49 U.S.C. § 41713(b)(1).

19 43. The Airport EO thus violates the ADA’s preemption provision and is invalid under
20 the Supremacy Clause.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, the United States respectfully requests the following relief:

- 23 1. That this Court enter a judgment declaring the Airport EO violates the
- 24 Supremacy Clause and is therefore invalid;
- 25 2. That this Court permanently enjoin Defendant as well as their successors, agents,
- 26 and employees, from enforcing the Airport EO;

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- 3. That this Court award the United States its costs in this action; and
- 4. That this Court award any other relief it deems just and proper.

Dated: February 10, 2020

Respectfully submitted,

JOSEPH H. HUNT
Assistant Attorney General

BRIAN T. MORAN
United States Attorney

ALEXANDER K. HAAS
Director

JACQUELINE COLEMAN SNEAD
Assistant Branch Director



Michael J. Gerardi (D.C. Bar No. 1017949)
Trial Attorney
United States Department of Justice
Civil Division, Federal Programs Branch
1100 L St. NW, Room 12212
Washington, D.C. 20005
Tel: (202) 616-0680
Fax: (202) 616-8460
E-mail: michael.j.gerardi@usdoj.gov

Attorneys for Plaintiff

EXHIBIT A

Title: King County International Airport – Prohibition on immigrant deportations

Keywords: Airport, Immigrant, Prohibition on Deportations, Immigration and Customs Enforcement

Sponsoring Agency: County Executive Office



King County

PREAMBLE. King County proudly upholds the fundamental, self-evident truth announced at our nation's founding: that all people are created equal, while embracing the basic American value that we are a nation of opportunity for all. Immigrants and refugees are welcome in King County, and our region has acted decisively to become more inclusive, removing barriers to affordable housing, transit, health, economic opportunity and promoting strong childhood development for everyone. King County continues to uphold the same values and move forward with effective actions that set our region apart as a leader in protecting the rights of all people in our communities, and continues to not tolerate discrimination, harassment, expressions of hate, or any behavior intended to promote fear, intimidation, or isolation.

WHEREAS, effective policies have been put in place to guarantee that King County does not partner nor collaborate with the United States Immigration and Customs Enforcement, demonstrated by King County's refusal to honor Immigration and Customs Enforcement detention detainers without a valid court order with regard to its correctional facilities;

WHEREAS, King County International Airport is not a party to any contracts with Immigration and Customs Enforcement, or any other government agency involved in the deportation of immigration detainees. In 2018, King County became aware that aircraft operated by charter operators were providing services to Immigration and Customs Enforcement at the airport and using King County International Airport as a location for transportation of immigration detainees. At the direction of the King County Executive, King County supported the efforts of interested advocacy groups in the community and began formulating a response to the issues raised by these troubling immigration practices;

WHEREAS, Immigration and Customs Enforcement uses airports across the United States, and charters flights to transport immigration detainees;

WHEREAS, none of the charter operators who conduct operations for Immigration and Customs Enforcement has been specifically authorized to conduct business at, or has a lease to conduct a business at, King County International Airport;

WHEREAS, recent research has documented that the use of King County International Airport as a location for the transportation of detainees could lead to human rights abuses and violations in contravention of the policies and ordinances of King County and international treaty obligations concerning human rights;

WHEREAS, the use of King County International Airport in this manner is inconsistent with the County's obligation to operate the airport in a safe and efficient manner for all persons, not just citizens, and further use of King County International Airport in this manner would be detrimental

to the public welfare and could adversely affect the willingness or ability of other persons to use, or engage in businesses at, King County International Airport with a negative effect on the financial sustainability of King County International Airport;

WHEREAS, because deportations raise deeply troubling human rights concerns which are inconsistent with the values of King County, including separations of families, increases of racial disproportionality in policing, deportations of people into unsafe situations in other countries, and constitutional concerns of due process, King County shall take affirmative steps to bring transparency and accountability to the business practices of its airport businesses regarding the use of the facilities for deportation flights.

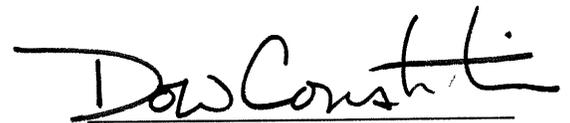
NOW, THEREFORE, I, Dow Constantine, King County Executive do hereby order and direct:

King County International Airport shall not support the transportation and deportation of immigration detainees in the custody of Immigration and Customs Enforcement, either traveling within or arriving or departing the United States or its territories. King County shall adhere to any rulings or orders of any court of competent jurisdiction in carrying out the directives provided herein. The Department of Executive Services shall coordinate with King County International Airport and the Facilities Management Division to take the following action:

1. Take appropriate actions, consistent with the County's federal obligations, to minimize County cooperation with, facilitation of, and permission for, operations associated with transportation of immigration detainees.
2. Work with our Congressional delegation to change the law to address the deportation practices that give rise to abuses of human and civil rights.
3. Ensure that all future leases, operating permits and other authorizations for commercial activity at King County International Airport contain a prohibition against providing aeronautical or non-aeronautical services to enterprises engaged in the business of deporting immigration detainees (except for federal government aircraft), to the maximum extent permitted by applicable law.
4. Develop procedures for exercising King County's rights under existing leases at King County International Airport to ensure strict lessee compliance with applicable laws, ordinances, rules, regulations and policies of King County regarding human trafficking and the servicing of any aircraft engaged in the business of deportation of immigration detainees, including, without limitation King County Code Chapter 2.15 and this Executive Order.
5. Revise and formally adopt the King County International Airport Minimum Standards and develop other rules and regulations as needed to require operating permits for charter carriers, and create reporting responsibilities and audit procedures, with respect to human trafficking and immigration detainee deportation activities, for King County International Airport lessees involved in the provision of aeronautical services.

6. Revise and formally adopt amendments to existing rules and regulations and King County Code Title 15 in a manner consistent with King County Code Chapter 2.15 and this Executive Order.
7. Work with King County International Airport and the Facilities Management Division to study the feasibility of installing security cameras in the vicinity of the airfield and adjacent aprons and ramps.
8. Prepare updates on a quarterly basis detailing the progress of implementing the policies provided herein.

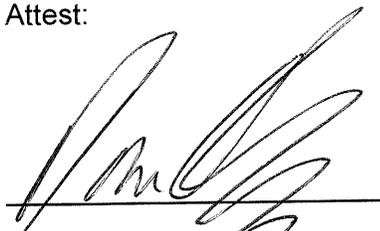
Dated and effective this 23 day of APRIL, 2019.



Dow Constantine

King County Executive

Attest:



Norm Alberg
Director, Records and Licensing Services Division, Department of Executive Services

EXHIBIT B

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3985080

INSTRUMENT OF TRANSFER

THIS INDENTURE, made as of the 26th day of May, 1948, between THE UNITED STATES OF AMERICA, acting by and through the General Services Administrator, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 and the Surplus Property Act of 1944 (58 Stat. 765) as amended thereby and regulations and orders promulgated thereunder, party of the first part and KING COUNTY, WASHINGTON, a municipal corporation under the laws of the State of Washington, acting by and through its Board of County Commissioners, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the 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, conveys and quitclaims to the said party of the second part, its successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions, and reservation of fissionable materials and rights hereinafter set out, all its right, title and interest in the following described property situate in the City of Seattle, County of King, State of Washington, to-wit:

(TRACT 1)

Beginning at a point on the centerline of Airport Way in King County, Washington, said point being marked by a City of Seattle Monument in a case, at the Northerly end of a curve on said Airport Way, said Monument bearing North $38^{\circ} 48' 18.4''$ West a distance of 496.35 feet from the point of intersection of the two tangents to said curve; thence South $51^{\circ} 13' 41.6''$ West a distance of 355.0 feet; thence South $38^{\circ} 46' 18.4''$ East a distance of 157.28 feet to the true point of beginning; thence continuing South $38^{\circ} 46' 18.4''$ East a distance of 400.0 feet; thence North $51^{\circ} 13' 41.6''$ East a distance of 245.87 feet; thence along the arc of a curve to the left, having a radius of 2068.92 feet; and an initial course of North $26^{\circ} 56' 02.4''$ West a distance of 5.28 feet; thence North $27^{\circ} 04' 48.4''$ West a distance of 210.11 feet; thence along the arc of a curve to the left having a radius of 1709.24 feet and central angle of $6^{\circ} 24' 43''$ a distance of 191.28 feet; thence South $51^{\circ} 13' 41.6''$ West a distance of 317.73 feet to the true point of beginning;

(TRACT 34A)

Beginning at a point on the line between the East and West halves of Luther M. Collins Donation Land Claim No. 46, in Section 29, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, said point being 50 feet North of the Northwest corner of Block A, Queen Addition Supplement; thence South $0^{\circ} 16' 05''$ West along said line, a distance of 391.3 feet; thence West a distance of 382.7 feet; thence North $11^{\circ} 56'$ East, a distance of 400 feet; thence East a distance of 300 feet to the point of beginning;

(TRACT 34B)

Beginning at the Southeast corner of Block 2, Elizabeth Addition to the City of Seattle, Washington, said point being on the line between the East and West halves of Luther M. Collins Donation Land Claim No. 46; thence South $0^{\circ} 16' 05''$ West along said line, a distance of 466.4 feet; thence West 300 feet; thence North $11^{\circ} 56'$ East, a distance of 477.2 feet, more or less, to the South line of said Block 2, Elizabeth Addition; thence South $89^{\circ} 56'$ East, along said South line, a distance of 210 feet to the point of beginning;

(TRACT 34C)

Beginning at a point on the line between the East and West halves of Luther M. Collins Donation Land Claim No. 46 in Section 29, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, said point being 26.7 feet North of the intersection of said line with the Meander line of the Duwamish River; thence South $0^{\circ} 16' 05''$ West, a distance of 26.7 feet to the said Meander line; thence along said Meander line, South $70^{\circ} 50' 35''$ West, a distance of 47.29 feet; thence continuing along said Meander line, South $46^{\circ} 15' 49''$ West, a distance of 192.38 feet; thence continuing along said Meander line, South $52^{\circ} 16' 21''$ West, a distance of 286.96 feet; thence continuing along said Meander line, South $33^{\circ} 28' 16''$ West, a distance of 135 feet, more or less, to an intersection with a line drawn parallel to and 250 feet Easterly from the East line of Ellis Avenue; thence North $11^{\circ} 56'$ East along said line parallel to and 250 feet Easterly from the East line of Ellis Avenue a distance of 475 feet, more or less, to a point which bears due West from the point of beginning; thence East 382.7 feet to the point of beginning;

(TRACTS 34D, 34E and 34F)

Beginning at a point on the East line of Ellis Avenue North $11^{\circ} 56'$ East a distance of 203.2 feet from the point of intersection of said East line of Ellis Avenue and the South line of the Collins donation land claim No. 46; thence continuing along said East line of Ellis Avenue North $11^{\circ} 56'$ East a distance of 339.7 feet to the point of intersection of said East line with the extended centerline of Willow Street, which point is South $77^{\circ} 44' 15''$ East a distance of 30 feet from the City monument located on the centerline of Ellis Avenue; thence South $77^{\circ} 44' 15''$ East along the extended centerline of Willow Street a distance of 222 feet to a point of intersection with the meander line of the old waterway; thence South $33^{\circ} 28' 16''$ West a distance of 68 feet more or less to an angle point on said meander line; thence South $14^{\circ} 26' 16''$ West following said meander line a distance of 54.00 feet to an angle point on said meander line; thence South $2^{\circ} 15' 13''$ East a distance of 162.02 feet to an angle point on said meander line; thence South $87^{\circ} 0'$ West a distance of 240 feet to the point of beginning;

(TRACTS: 34F, partial; 34G; 34H and 34I)

Beginning at a point on the East line of Ellis Avenue, which point is South $77^{\circ} 44' 15''$ East, a distance of 30 feet from a city monument located at the point of intersection of the center lines of Willow Street and Ellis Avenue; thence North $11^{\circ} 56'$ East along the east line of Ellis Avenue to a point on the East line of Ellis Avenue 1216.9 feet distant from the point of intersection of the East line of Ellis Avenue and the South line of Luther M. Collins Donation Land Claim No. 46; thence North 87° East, a distance of 252.8 feet; thence South $11^{\circ} 56'$ West, a distance of 674.0 feet, more or less, to the Meander line of Duwamish River; thence along said Meander line South $33^{\circ} 28' 16''$ West, a distance of 68.0 feet to a point of intersection of said Meander line with the center line of Willow Street extended Southeasterly; thence along said extended center line of Willow Street, North $77^{\circ} 44' 15''$ West, a distance of 222.0 feet to the point of beginning;

(TRACT 34J)

Beginning at a point on the East line of Ellis Avenue in the City of Seattle, Washington, said point being North $11^{\circ} 56'$ East a distance of

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1216.9 feet from the intersection of said East line with the South line of Luther M. Collins Donation Land Claim No. 46; thence North $11^{\circ} 56'$ East along said East line of Ellis Avenue; a distance of 103.4 feet; thence North 87° East, a distance of 252.8 feet; thence South $11^{\circ} 56'$ West a distance of 103.4 feet; thence South 87° West, a distance of 252.8 feet, to the point of beginning;

(TRACTS 34K, 34L and 34M)

Beginning at a point on the East line of Ellis Avenue in the City of Seattle, Washington, said point being North $11^{\circ} 56'$ East, a distance of 1320.3 feet from the intersection of said East line with the South line of Luther M. Collins Donation Land Claim No. 46; thence North $11^{\circ} 56'$ East along said East line of Ellis Avenue; a distance of 578.8 feet, more or less, to the South line of Block 2, Elizabeth Addition; thence South $89^{\circ} 56'$ East along said South line of Block 2, a distance of 249.7 feet; thence South $11^{\circ} 56'$ West, a distance of 574.8 feet, more or less, to a point which bears North 87° East from the point of beginning; thence South 87° West, a distance of 252.8 feet to the point of beginning;

Together with a perpetual easement and right of way to construct, maintain, repair, operate, patrol, replace and/or remove a drainage system over and through, under, along and across certain real property situate in the County of King, State of Washington, more particularly described in the following easement deeds from the grantors indicated:

(a) Isaacson Iron Works, a Washington corporation, to the United States of America, dated January 30, 1947, and recorded February 6, 1947 in Volume 2585 of Deeds, page 531, records of King County, Washington;

(b) Teresa Greco to the United States of America, dated December 24, 1946 and recorded January 16, 1947 in Volume 2577 of Deeds, page 109, records of King County, Washington;

Together with appurtenant avigation easements, and buildings, structures, improvements and equipment described as follows:

T-101	51' x 7'	Guard House
T-102	76' x 270'	School Bldg.
T-103	76' x 270'	B. O. Q.
T-105	35' High	Flag Pole
T-106	18' x 30'	Bridge
T-107	20' x 100'	Laundry
T-108	20' x 72'	Recreation Bldg.
T-109	25'4" x 28'2"	Latrine
T-110	20' x 100'	Supply Room
T-111	20' x 84'	Recreation Building
T-112	67' x 220'	Mess Hall
	w/wings: 39' x	
	56'6" and 40' x	
	53'6", w/Addns:	
	18' x 56'6"	
T-112A	4' High	Incinerator, 4' High
T-113	20' x 100'	Barracks
T-114	12' x 20'	Shop
T-115	20' x 100'	Barracks
T-116	20' x 40'	Latrine
T-117	20' x 56'	Latrine
T-118	20' x 100'	Barracks
T-119	20' x 100'	Barracks
T-120	20' x 100'	Barracks
T-121	20' x 100', w/	Post Exchange
	Wings: 30'x40',	
	30'x38', and	
	10' x 22'	

T-122	20' x 100'	Barracks
T-123	20' x 100'	Barracks
T-124	20' x 100'	Barracks
T-125	20' x 56'	Latrine
T-126	20' x 100'	Barracks
T-127	20' x 100'	Barracks
T-128	82' x 36' w/ Wings: 23' x 39' 16' x 69', 16' x 60', & 15' x 69' 20' x 100'	Post Engineer
T-129	20' x 84', w/ Addns: 20' x 24'	Barracks Post Office Building
T-131	20' x 100'	Barracks
T-132	10' x 10'	Platform Shelter
T-133	25'4" x 57'2"	Latrine
T-134	20' x 40'	Latrine
T-135	6' x 8'	Clock House
T-136	20' x 100'	Barracks
T-137	20' x 100'	Barracks
T-138	20' x 100'	Barracks
T-140	20' x 100'	Barracks
T-141	20' x 100'	Barracks
T-142	20' x 72'	Chapel
T-143	20' x 84'	Day Room
T-145	25'4" x 48'2"	Latrine
T-150	25' x 124'	Dispensary
T-152	20' x 100'	Medical Supply
T-156	20' x 100'	Barracks
T-158	20' x 100'	Barracks
T-162	20' x 100'	Barracks
T-164	20' x 100'	Barracks
T-168	20' x 84'	Day Room
T-170	20' x 100'	Barracks
T-171	20' x 100'	Barracks
T-172	20' x 100'	Barracks
T-174	20' x 100'	Barracks
T-176	20' x 100'	Barracks
T-178	20' x 84'	Supply Building
T-180	25'4" x 57'2"	Latrine
T-181	20' x 100'	Barracks
T-182	20' x 100'	Barracks
T-184	20' x 100'	Barracks
T-186	20' x 100'	Barracks
T-187	20' x 100'	Barracks
T-188	20' x 100'	Barracks
T-190	20' x 100'	Barracks
T-191	58' x 112', w/ Addns: 22' x 30' & 20' x 20'	Gym
T-192	20' x 100'	Barracks
T-193	15' x 37'	Bridge
T-195	20' x 72'	Recreation & Shipping
T-197	10' x 10' x 2"	Coal Bunker (Serves Bldg. T-199)
T-198	50' x 103', w/ Wings: 22' x 25' 6-12' x 24'	Theatre
T-199	20' x 100', w/ Addn. 20' x 20'	B. G. Q.
T-301	Hangar, 117' x 202' w/addns: 18'2" x 40'10"	Hangar
T-303	10' x 10' x 2"	Coal Bunker (Attached to T-301)
T-304	20' x 30'	Rack, Wash, Concrete
T-305	6' x 8'	Clock House
T-306	11' x 18'	Paint Storage
T-308	4' x 32'	Rack, Grease, Concrete
T-309	5' x 5'	Guard House
T-310	25'4" x 54'	Oil & Dope Storage
T-311	16' x 18', w/ Addns: 7'4" x 18'	Mock-Up, Engine Run

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T-312		Gas Pump & Tank
T-314	80'2" x 122'3" w/Addn: 16' x 86'8" & Coal bunker 5'x28'	Hangar
T-316	80'2" x 122'3" w/Addns: 16'x68'8" and 5' x 28'	Hangar
T-318	76' x 159', w/ 20' x 25' Addn.	A. C. Supply Bldg.
T-326	10' x 16'	Dope & Oil Storage Warehouse
T-320	9' x 6'	Shed, Portable, skid mounted
T-320A	9' x 6'	Shed, Portable, skid mounted
T-330	20' x 28', w/20' x 30' lean-to addn.	Storeroom
T-332	13' x 39'	Pump House, (North)
T-500	20' x 58'	Barracks
T-507	18' x 36'	Latrine
T-509	18' x 36'	Latrine
T-511	18' x 36'	Latrine
T-513	18' x 36'	Latrine
T-515	18' x 36'	Latrine
T-516	7' x 15'	Shed
T-517	21' x 30'	Shed
T-519	9' x 73'	Grease Rack
T-521	33' x 34', w/ Wings: 13' x 15'	Garage
T-523	8' x 15'	Tank, Oil Storage
T-525	18' x 54', w/wings	Barracks, w/wings: 14' x 20'
T-527	16' x 36'	Barracks
T-527A	10' x 12'	Oil Storage
T-528	20' x 40'	Barracks
T-531	18' x 54', w/wings	Barracks, w/wings: 14' x 20'
T-532	20' x 40'	Barracks
T-533	20' x 100', w/ Wings: 12' x 60' & 24' x 24'	Warehouse
T-534	20' x 40', w/wings 20' x 12'	Barracks
T-535	20' x 48'	Barracks, E.M.
T-536	20' x 48'	Barracks, E.M.
T-537	20' x 34', w/ Wings: 14' x 20'	Barracks
T-538	20' x 34', w/ Wings: 14' x 20'	Barracks
T-539	20' x 80'	Barracks
T-540	18' x 18'	Paint Storage
T-541	25' x 63', w/wing 8' x 8'	Barracks
T-542	15' x 15'	AA Gun Emplacement
T-542A	10' x 10'	Earth Mound for Ammo. Storage
T-543	25' x 63', w/ 9' x 12' addn.	Barracks
T-544	15' x 15'	Oil & Dope Storage
T-545	25' x 63', w/ 4' x 6' Addn.	Barracks
T-547	25' x 63'	Barracks
T-549	25' x 63'	Barracks
T-551	20' x 48', w/wings 20' x 12'	Barracks
T-553	18' x 21'	Latrine
T-555	20' x 25'	Barracks
T-558	20' x 48'	Barracks
T-559	20' x 32'	Open Lumber Storage Shed
T-560	20' x 48'	Barracks
T-561	20' x 32'	Shed
T-563	10'6" x 16'	Mess Kit Shelter
T-564	20' x 56'	Barracks
T-571	20' x 100'	Barracks
T-573	20' x 100'	Barracks
T-575	20' x 100'	Barracks
T-577	20' x 100'	Barracks
T-578	20' x 48'	Barracks

T-579	20' x 46', w/ Addn: 6' x 9'	Latrine
T-581	20' x 100'	Barracks
T-583	20' x 40'	Barracks
T-585	20' x 76', w/wing	Mess Hall
	20' x 40'	
T-589	20' x 100'	Barracks
T-591	20' x 100'	Barracks
T-609		Incinerator
T-622	16' x 32'	Shed
T-624	90' x 156', w/ 2nd floor-- 90' x 17'8"	Warehouse
T-629	20' x 96' (2-20' x 48' bldgs. combined)	Storehouse
T-631	20' x 88', w/wings 20' x 40' & 12' x 16'	Mess Hall
T-633	20' x 112', 20' x 72' & 20' x 112', 20' x 24'	Quarters, w/Latrine
T-635	16' x 48', w/ Wings: 8' x 16' - 4' x 8'	Garage
T-641	48' x 48', 16' x 32', 20' x 56', w/wings: 20' x 32', 20' x 32', & 12' x 12'	Fire Station, w/hose tower & concrete coal bunker
T-649	7'5" x 9'5", w/ wings: 4' x 4'	Sewage Pump House
T-653	16' x 16'	Shed
T-655	10' x 12'	Shed
T-661	10' x 13'	Compressor House #1
T-663	48' x 128'	Field Service Bldg.
T-665	7' x 15'	Septic Tank
T-637	125' x 177'	Hangar, XB-29
T-639	21' x 22', w/addn. 8' x 16'	Boiler House
T-643	75,000 Gal.	Water Tank
T-645	20' x 26'	Pump House
T-647	75,000 Gal.	Water Tank
T-673	20' x 60'	Shop Building
T-675	20' x 10'	Shed
T-675A	10' x 6'	Shed
T-675B	10' x 6'	Shelter, Plywood
T-675C	10' x 6'	Shelter, Plywood
T-677	120' x 120'	Gun Revetment
T-700	92' x 118', w/roofed over area 11' x 92', w/fence, wood, 420 lin. ft. x 7'8" hi., w/link wire gate 14'6"	Salvage Yard
T-730	20' x 40'	Barracks
T-732	10' x 13'	Compressor House
T-734	48' x 128'	Field Service Bldg.
T-736		Septic Tank, Underground
T-764	48' x 140', w/ Wings: 2 ea. 20' x 24'	Flight Delivery Service Bldg.
T-768	30' x 114'	Office Building
T-785	13' x 55'	So. Drainage Pump House
T-1702	8' x 4', w/inlet	Coal Bunker (T-102)
T-1703	10' x 10' x 2", w/shelter	" " (T-103)
T-1707	10' x 10' x 2"	" " (T-107)
T-1708	" " "	" " (T-108)
T-1709	" " "	" " (T-109)
T-1712	" " "	" " (T-112)

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T-1713	10' x 10' x 2"	Coal Bunker (T-113)
T-1716	" "	" " (T-116)
T-1717	" "	" " (T-117)
T-1720	" "	" " (T-120)
T-1724	" "	" " (T-124)
T-1725	" "	" " (T-125)
T-1729	" "	" " (T-129)
T-1733	" "	" " (T-133)
T-1734	" "	" " (T-134)
T-1736	" "	" " (T-136)
T-1740	" "	" " (T-140)
T-1743	" "	" " (T-143)
T-1745	" "	" " (T-145)
T-1750	" "	" " (T-150)
T-1752	" "	" " (T-152)
T-1762	" "	" " (T-162)
T-1776	" "	" " (T-176)
T-1778	" "	" " (T-178)
T-1780	" "	" " (T-180)
T-1784	" "	" " (T-184)
T-1788	" "	" " (T-188)

Coal Bunkers Attached to
Bldgs. T-573, T-579, T-593,
T-631, T-633

Together with all attached fixtures and equipment contained in and used in connection with said buildings above listed including all government owned attached fixtures and equipment in Building T-529 owned by King County;

All runways, taxiways, aprons, roads, spoilers, fencing and other improvements situated on the property herein conveyed and leased property surrendered;

All of the sewer system, water system, compressed air system, drainage system, electrical system including ruby lights for fire reporting stations and field markings and lighting situated on the property herein conveyed and leased property surrendered;

- 1 Grader, "Caterpillar", Diesel, Ser. LR-999, Eng. #20P6687, 1942, Mod. 212, with:
 - 2 Tires and Tubes, 6:50 x 20
 - 4 Tires and Tubes, 1000 x 24
 - 1 Extinguisher, Fire, 00/2, 4 1/2#
 - 6 Extra Blades for Grader
- 1 Mower, "McCormack & Doering", Mod. #7, with:
 - 2 Tires and Tubes, 500 x 21
- 1 Snowplow, "Ross", mfr. Burch Corp., Mod. R2-8-9-ft., Ser. #43284
- 1 Snowplow "Duplex", Angle type, Ser. #DD-1143
- 1 Tractor, "Cletrac", Overhead Loader, Ser. #6D608, Eng. #1806940
DJIC, Size-3-3/4 x 4-1/2, Mod. BD 44, Mfr. "Cleveland Tractor Co.", Bore 3-3/4", Stroke 4 1/2", Diesel, Attachments:
Overhead Loading attachment, w/1/2 cu. yd. bucket
w/winch, "Sargent", Mod. #38
- 1 Tractor, Mower, VA-1, "Case", Ser. #12536 (eng) Chassis #4700680, 1942, Mod. CD-14, with attachment and cutting bar, w/power takeoff and power lift, Accessories:
 - 2 Tires and Tubes, front 600 x 16
 - 2 Tires and Tubes, back 900 x 24
 - 1 Cultivating attachment
 - 2 Extra blades
 - 1 "2-way" plow
- 1 Tractor, "Caterpillar", Bulldozer, U.S.A. No. 354, Ser. #5E3215-SP, Hydraulic Lift, with attachment Trail Builder, LaPlante Choate Bulldozer, Ser. #RBL-35-20, USA #1400
- 1 Truck, Ford V-8, Converted to all Wheel Drive by Marmon-Herrington, Chassis #MM5-4-54, Motor #547316 with Klauer Snogo - RL, Mod. LTR, Ser. #1060, Truck Loader Ser. #712, Gas driven; Eng. "International", 6-cylinder No. UHM-5575, Accessories:
 - 4 Tires and Tubes 8.25 x 20

- 1 Truck, Fire, Ford #2, Motor #21T-5086, 1-1/2 ton USA #501526, American Barton Fire Pump, 500 gallon capacity, Ser. #C-54952. Equipped with:
- 1 Light, signal, Mars
 - 6 Tires and Tubes, 7.50 x 20
 - 1 Unit, Radio, Communication, 2-way
 - 1 Extinguisher, Fire, CTC, 1 Qt.
 - 1 Ladder, roof, 14' long
 - 1 Ladder, ext. 24' long
 - 2 Suction hoses, 4", hard rubber, 10' sections
 - 4 Belts, safety
 - 2 Wrenches, spanner, 2-1/2"
 - 1 Applicator, 6"
 - 1 Applicator, 8'
 - 1 Pole, pike, 8'
 - 1 Adapter, 2-1/2" to 1-1/2"
 - 2 Nozzles, shut-off, w/5/8" tips, 2-1/2"
 - 2 "Y", gates, 2-1/2" to 1-1/2"
 - 2 Connectors, double female, 2-1/2"
 - 2 Connectors, double male, 2-1/2"
 - 2 Connectors, double female, 4-1/2" to 4-1/2"
 - 1000 Ft. Hose, double jacket, 2-1/2"
 - 250 Ft. Hose, double jacket, 1-1/2"
 - 2 Nozzles, Comb. Fog & Straight Stream, 1-1/2"
 - 1 Wrench, Spanner, double, 2-1/2"
 - 1 Clamp, hose
 - 1 Axe, fire, pick head
 - 1 Wrench, hydrant, Adj.
 - 1 Wrench, ground valve
 - 1 Bar, pinch
 - 1 Bar, hook claw
 - 1 Gal. CTC, Fire Extinguisher
 - 1 Extinguisher, fire, foam, 2-1/2 gal.
 - 1 Indian back-pack, water pump can, 5-gal.
 - 1 Thomson light
 - 15 Ft. Hose, fire, cotton, soft suction, 4-1/2"
 - 1 Connector, double, female, 4-1/2" x 4"
 - 4 Tips, nozzle, fire, 2-3/4"
 - 1 Hard suction screen
 - 1 Hose jacket
 - 1 "V", Straight, 2-1/2" to 2-1/2"
 - 1 Shovel, round point
 - 200 Ft. Booster line, w/nozzle & shut-off, 1"
 - 1 Tip, 3/8"
 - 1 Cap, 4"
 - 1 Reducer, 4" to 2-1/2"
 - 2 Caps, 2-1/2"
 - 1 Wrench, spanner, 4-1/2"
 - 1 Wrench, Crescent, 12"
 - 1 Wrench, Spanner, 2-1/2"
 - 2 Lights, spot
- 1 Truck, Fire, "International", #506887, 2x4, Mod. HP-65526, Motor, #GRD-253 38844, "Central Pacific Fire Corp.", mod. 1300A, Ser. #CA-135 (1944), 500 gal. pumper, w/following accessories:
- 6 Tires & Tubes 700 x 20
 - 1 Wrench, Lug
 - 1 Wrench, Sparkplug
 - 2 Wrenches, Wheel
 - 1 Spare Wheel
 - 1 Reducer, 4-1/2" to 4"
 - 1 Reducer, 4-1/2" to 2-1/2"
 - 15 Ft. Hose, Cotton, Soft suction, 4-1/2"
 - 2 Caps, brass, 4-1/2"
 - 2 Hoses, fire, hard suction, rubber, 4", 10' lengths
 - 3 Caps, brass, 2-1/2"
 - 2 Adapters, 2-1/2" to 1-1/2"
 - 1 Wye, gate, 2-1/2" to 2-1/2" to 2-1/2"
 - 1 Clamp, hose, "Hebert"
 - 1 Tip, nozzle, 1-1/8"
 - 1 Tip, nozzle, 1-1/4"
 - 2 Nozzles, shut-off, w/1" tips, 2-1/2"

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- 1 Screen, hard suction
- 2 Connectors, double female, 2-1/2"
- 3 Connectors, double, male, 2-1/2"
- 2 Wyes, gates, 2-1/2" to 1-1/2"
- 2 Playpipes, 2-1/2"
- 1 Applicator, 6'
- 1 Applicator, 8'
- 1 Pole, pike, 8'
- 7 Belts, safety, leather
- 1000 Ft. Hose, fire, cotton, D.J., 2-1/2"
- 1 Wrench, hydrant, double, 2-1/2"
- 1 Ladder, roof, 14'
- 1 Ladder, ext., 24'
- 1 Extinguisher, fire, water, pump, 2-1/2 gal.
- 200 Ft. Rope, 3/4"
- 1 Shovel, L.H., R.P.
- 1 Wye, Straight, 2-1/2" to 2-1/2"
- 1 Pump, tire, hand
- 1 Kit, first aid, 16-unit
- 1 Nozzle, foam
- 1 Light, "Thomson", w/dry cell battery & metal case
- 1 Kit, crash
- 5 Wrenches, spanner, 2-1/2"
- 1 Reducer, 2-1/2" to 1-1/2"
- 1 Bag, tool, canvas
- 14 Wrenches, double, open end
- 1 Wrench, comb. open & spanner
- 1 Wrench, spanner, 1-1/2"
- 1 Wrench, single, open end
- 1 Wrench, comb. box & open end
- 1 Wrench, Monkey, 14"
- 1 Screwdriver, common, 10"
- 1 Gun, grease, hand
- 1 Wrench, sparkplug
- 1 Wrench, wheel, double end
- 1 Wrench, pipe, 18", adj.
- 1 Jack, 3-ton, hydraulic, w/handle
- 2 Irons, tire
- 1 Belt, safety
- 2 Cans Solution, foam, 2-gal. each
- 4 Spotlights, 5"
- 1 Siren, fire
- 300 Ft. Hose, fire, cotton, 1-1/2"
- 2 Nozzles, fog, shut-off, 1-1/2"
- 1 Extinguisher, fire, CO₂, 1-qt.
- 1 Extinguisher, fire, CO₂, 15#
- 1 axe, fire, pickhead
- 1 Bar, claw, hook
- 1 Wrench, ground valve
- 1 Reel, hose
- 200 Ft. Hose, rubber, booster, 1"
- 1 Nozzle, fog, combination, 1"
- 1 Cutter, wire, 1"
- 2 Spanners, 4-1/2"
- 3 Wrenches, auto, adj.
- 1 Clamp, hose
- 1 Wrench, spanner, hydrant, 2-1/2"

(Extra Fire-Fighting Gear in T-134 - Fire Dept. in Hangar Building)

- 1 Strap, safety
- 1 Playpipe & tip, straight, 2-1/2"
- 2 Nozzles, playpipe, 2-1/2" to 1-1/2"
- 3 Nozzles, shut-off, 1-1/2"
- 2 Tips, nozzle, 1-1/4"
- 1 Playpipe, 2-1/2" to 1"
- 1 Nozzle, tip, 1"
- 1 Nozzle, shut-off, 1-1/2", w/1-1/8" nozzle tip
- 1 Tip, 1-1/8"
- 2 Nozzles, shut-off, 1", Booster with 3/8" tip
- 1 Nozzle, Comb. fog & spray and straight stream, 3/4"
- 2 Connectors, Double, Female, 2-1/2"
- 1 Connector, Double, Male, 2-1/2"

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- 3 Reducers, double, female, 2-1/2" to 1-1/2"
 1 Wye, Straight, 2-1/2" to 2-1/2"
 4 Wyes, Gates, 2-1/2" to 1-1/2"
 4 Nozzles, Fog with shut-off, 1-1/2"
 2 Wrenches, hydrant, Adj.
 1 Wrench, Spanner, double
 1 Wrench, Spanner, 2-1/2"
 1 Wrench, Spanner, combination, 2-1/2"
 1 Connector, Siamese, "Y", 2-1/2"
 1 Broom, Rotary, Tractor-driven, Ser. #TTS 446, 1943, Mod. No. same as Ser. No., "Frank T. Hough Co.", size, 30" x 96"
 Accessories:
 2 Tires and Tubes, 6.00 x 16
 2 Tires and Tubes, 6.00 x 9
 2 Brushes
 9 Padlocks: "Best"
 1 Truck, Fire, crash, "International", gasoline powered, class 125, USA #504365, Ser. #GMS09-1616, Eng. #BF-2104; Pump #1654,
 Accessories:
 1 Set Chains, tire
 4 Cans Solution, Foam, 2-gal.
 1 Coil, Rope, 3/4"
 1 Kit, crash
 2 Wrenches, hydrant
 7 Hoods, asbestos
 1 Kit, tool
 1 Wrench, pipe, "Stilson", 18"
 1 Mask, gas
 2 Suits, asbestos
 1 Kit, first-aid
 4 Wrenches, spanner
 1 Wrench, wheel
 2 Guns, grease, "Alimate", mod. #5585
 1 Hammer
 1 Crank, starting
 1 Jack, hydraulic, 3-ton, w/handle
 2 Nozzles, foam
 300 Ft. Hose, high pressure
 2 Nozzles, Silver Spray, "Meyers"
 1 Light, Thompson (battery but no light)
 3 Extinguishers, fire, CO, 15-lb.
 1 Extinguisher, fire, CTC, 1-gal.
 2 Extinguishers, fire, CTC, 1-qt.
 1 Axe, fire
 1 Pole, pike
 1 Bar, claw, hook
 1 Bar, pinch
 1 Coupling, Q.M.
 1 Cap, 2-1/2"
 1 Siren, flasher
 3 Lights, spot
 1 Mirror, rear view
 1 Ladder, folding, 12'
 1 Wrench, monkey, 12"
 3 Wrenches, Open-end
 4 Connectors (2-#14, 1-#16, 1-#18)
 2 Screwdrivers
 1 Tool, tire
 1 Spotlight, portable
 1 Truck, Fire, crash, "Chevrolet", gasoline powered, class 125, USA #506703, Ser. #IMS01-4863, Eng. #BF-350293, Pump #1626; High pressure, fog-foam, mounted on Commercial 1-1/2 ton 4 x 2 chassis;
 Accessories:
 1 Kit, crash
 1 Light, "Thompson", w/battery
 2 Suits, asbestos
 6 Hoods, asbestos
 1 Mask, gas
 1 Pr. Gloves
 1 Axe, fire
 2 Nozzles, foam

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5 Nozzles, "Meyers"
 2 Extinguishers, fire, Foam, 2-1/2 gal.
 1 Bar, claw, hook
 1 Pole, pike
 1 Ladder, folding, 12'
 1 Jack, hydraulic, 3-ton, w/handle
 1 Crank, starting
 1 Tool, rim, tire
 1 Gun, grease
 3 Spotlights
 3 Reels, high pressure hose, 100' lengths
 1 Extinguisher, fire, CO₂, 20 lb.
 1 Coupling, D.M., 2-1/2"
 1 Cap, 2-1/2"
 1 Extinguisher, fire, CTC, 1-qt.
 1 Mirror, rear view

Equipment in Guard House:

300 Ft. 1" high pressure rubber hose in 6-50' lengths
 17 2-gal. cans liquid foam
 6 Coal oil lanterns
 1 2-1/2" play pipe - 1" tip
 3 2-1/2" pipes complete
 1 2-1/2" nozzle valve and tip
 2 1-1/2" fog nozzles with tips - combination
 2 1-1/2" fog nozzles without tips - combination
 2 1-1/2" nozzles with tips
 2 1" Elkhart fog nozzles
 1 1-1/4" tip
 2 2-1/2" double female couplings
 1 2-1/2" double male coupling
 1 1" double male coupling
 3 2-1/2" to 1-1/2" double female adapters
 1 2-1/2" to 1" reducer
 1 2" to 1-1/2" reducer
 1 2-1/2" Wye
 1 2-1/2" Siamese coupling
 4 2-1/2" to 1-1/2" Wyes, Single female, double male, w/shutoffs
 2 Hose belt tails
 2 2-1/2" spanners
 2 Hydrant wrenches
 3 Male hose couplings
 3 Female hose couplings
 1 Fog nozzle spreader tip, shop made
 1 2" plug
 1 Small roll rubber packing
 1 Miscellaneous rubber gaskets (Box)
 1 6" funnel
 7 4# CO₂ Extinguishers
 4 3# CO₂ Extinguishers
 2 CO₂ nozzles
 Several pcs. rubber hose for CO₂ extinguishers, approx. 15'
 1 5-1/2" to 4-1/2" female adapter
 2 10' plaster hooks
 1 Large can misc. fittings, CO₂ valves, gaskets, pipe fittings, etc.
 1 CO₂ dehydrater
 3 Incomplete pump cans
 14 2-1/2 gal. babcocks - soda & acid
 24 1-qt. pyrenes
 250 Ft. 2-1/2" single jacket hose in 50' lengths
 2 Cases Batteries for hand light
 2 6' applicators
 2 10' applicators
 1 Box Pyrene hangers - approx. 20
 5 Lbs. Soda
 3 Sets Skid chains
 1 5-gal. can liquid foam
 1 15# CO₂ extinguisher
 1 Rear vision mirror with extension arm
 6 Bottles Sulphuric acid (7#)

being the same land acquired by the United States of America under Declaration of Taking filed February 15, 1943, in cause entitled United States v 13.33 Acres of Land in Seattle, King County, Washington, Civil Docket No. 656, in the District Court of the United States for the Western District of Washington, Northern Division; and by purchase from various owners under deeds all of record in the office of the County Auditor of King County, Washington.

The above described premises are transferred subject to existing easements for public roads and highways, public utilities, railroad rights of way and pipe lines, and also subject to an easement granted by Horton Investment Company to Puget Sound Traction, Light and Power Company dated September 8, 1915, filed for record October 21, 1915, File No. 1024007 in Volume 902 of Deeds, Page 560, records of the County Auditor, King County, State of Washington and further subject to the conditions, reservations and restrictions contained in the deeds and Declaration of Taking under which the United States of America acquired title.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all its property in the nature of equipment, furnishings and other personal property located on the above described premises or the premises leased from party of the second part 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 the premises conveyed hereby which is reasonably necessary for the operation or maintenance of the airport or for the operation or maintenance of the structures and improvements specifically listed hereinabove as being transferred hereby, for any reasonable use for which such structures or improvements are readily adaptable; and further excepting from this conveyance all its structures on said 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 to use the property and structures excepted hereby in such a manner as will not materially and adversely affect the development, improvement, operation or maintenance of the airport and the right of removal from said premises of such property and structures, all within a reasonable period of time after the date hereof, which shall not be construed to mean any period more than one (1) year after the date of this instrument, together with a right of ingress to and egress from said premises for such purposes.

And further excepting from this conveyance and reserving to the party of the first part, in accordance with Executive Order 9908, approved on December 5, 1947, (12 F. R. 8223), all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be

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peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument which are hereby reserved for the use of the United States, 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, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

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. WO4-193-eng-3584 dated September 4, 1943, and lease No. WO4-193-eng-1528 dated July 6, 1943, from King County, Washington, to the United States of America including 451.75 acres, more or less, of land situated in the City of Seattle, County of King, State of Washington.

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 above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations and orders.

TO HAVE AND TO HOLD said premises, with appurtenances, except the fissionable materials and other property excepted above and the rights reserved above, and under and subject to the reservations, restrictions and conditions set forth in this instrument, unto the said party of the second part, its successors and assigns

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns agrees that the transfer of the property transferred by this instrument, is accepted 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 Federal Property and Administrative Services Act of 1949, the Surplus Property Act of 1944, as amended thereby, and applicable rules, regulations and orders:

(1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, 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 the terms "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

(2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, 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 Administrator or his successor. 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 Administrator or his successor.

By the acceptance of this deed or any rights hereunder, the said 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 transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (7), inclusive, 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 Federal Property and Administrative Services Act of 1949, the Surplus

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Property Act of 1944, as amended thereby, and applicable rules, regulations and orders:

(1) That insofar as it is within its powers, the party of the second part shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the United States of America (hereinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administrator or his successor to be necessary to prevent undue interference with use by other authorized aircraft; Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

(3) 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 nonexclusively 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 non-exclusively of any improvements to the airport made without United States aid.

(4) That no exclusive right for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean:

(1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft:

(2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

(5) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the party of the second part for other than airport purposes without the written consent of the Civil Aeronautics Administrator, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located; (Provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the party of the second part shall pay to the United States such sum as the General Services Administrator or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.)

(7) The party of the second part does hereby release the Government, and will take whatever action may be required by the General Services Administrator to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the party of the second part, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used; Provided, that no such release shall be construed as depriving the party of the second part of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

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

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions is not met, observed, or complied with by the party of the

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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 by this instrument 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 sixty (60) days following the date upon which demand to this effect is made in writing by the Civil Aeronautics Administrator or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the party of the second part, its transferees, successors and assigns.

(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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA
Acting by and through
The General Services Administrator

By R. E. Blackburn
R. E. BLACKBURN
Associate Regional Director
11th Region, Liquidation Service

KING COUNTY, WASHINGTON
A Municipal Corporation

By James C. [Signature]
Acting Chairman, Board of County
Commissioners

Approved as to Form:

Harold W. Anderson
Assistant Regional Counsel
Real Property Division
Liquidation Service

ATTEST:

Robert A. Morris
County Auditor and
Ex-officio Clerk of the Board

(SEAL)