

APPENDIX E

TEXT OF ORIGINAL AIRPORT DDED

THIS INDENTURE, made this 25th day of September, 1947, between the UNITED STATES OF AMERICA and the RECONSTRUCTION FINANCE CORPORATION, a corporation created under the laws of the United States, which corporation has succeeded pursuant to the provisions of Public Law 109, 79th Congress, approved June 30, 1945, to all of the rights and assets of Defense Plant Corporation, acting by and through War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part and the City of Renton, a municipal corporation under the laws of the State of Washington, acting by and through its Mayor, 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, conditions and exceptions hereinafter set out, all its right, title and interest in the following-described property, situated in the County of King, State of Washington, to-wit:

Portions of sections seven (7) and eighteen (18) township twenty-three (23) north, range five (5) east, W.M., and certain shorelands, more particularly described as follows:-

Beginning at a point on the inner harbor line of Lake Washington as shown upon sheet No. 26 of the plat of Lake Washington Shore Lands Survey 1921, as said plat was filed with the auditor of King County, Washington, Sept. 19, 1921, under auditor's file No. 1552504, which point bears north 35° 00' west 92.62 feet from the angle point in said inner harbor line designated "862" on said plat, and running thence south 35° 00' 00" east, along said inner harbor line, 92.62 feet to said angle point; thence east, along said inner harbor line, 403.70 feet; thence south 13° 53' 28" east 924.67 feet; thence south 76° 06' 32" west 50.00 feet; thence south 13° 53' 28" east 318.15 feet; thence south 14° 08' 28" east 3239.00 feet; thence south 15° 12' 50" east 99.52 feet; thence south 18° 16' 25" east 100.01 feet; thence south 21° 39' 45" east 100.45 feet; thence south 24° 31' 35" east 104.68 feet; thence south 28° 13' 20" east 100.79 feet; thence south 31° 11' 40" east 100.27 feet; thence

south 37° 14' 05" east 100.02 feet; thence south 37° 14' 05" east 100.05 feet; thence south 40° 03' 10" east 100.33 feet; thence south 42° 53' 30" east 100.87 feet; thence south 45° 39' 20" east 101.62 feet to a point on a line which is a production northerly of the east line of lot twenty-three (23), block four (4), Menton Real Estate Co's 1st addition to Menton; thence south 00° 31' 47" west, along said produced line and the east line of lots twenty-three (23) and eighteen (18), block four (4) of said plat, 254.62 feet to the intersection of the north line of Dixie Avenue as now located and established with the east line of lot eighteen (18), block four (4) of the said addition; thence along the north line of said Dixie Avenue, north 89° 34' 43" west 1486.84 feet to the west line of Lake Street; thence north 00° 31' 47" east, along said west line, 10.00 feet; thence north 88° 34' 43" west, along the north line of said Dixie Avenue, 225.49 feet to an angle point in said line; thence north 71° 29' 12" west, along said north line, 152.58 feet, more or less, to the easterly right-of-way line of Primary State Hiway No. 5 as now fixed and established; thence northerly, along said right-of-way line, following the tangent and curving courses thereof, to an intersection with a line which is 5 feet south of and parallel to the line between lots seven (7) and eight (8), block eighteen (18), of the plat of Bryn Mawr, King County, Wash., produced easterly, according to plat thereof recorded in volume 5 of plats, page 58, records of said county; thence south 88° 27' 28" east, along said parallel line, 89.23 feet to a point which is 540.00 feet west, measured along said parallel line, from the west line of Black River Waterway as shown upon sheet No. 5 prepared by Udo Hesse, Court Commissioner, and filed in King County Superior Court Cause No. 156371; thence north 5° 16' 51" east 438.90 feet to an intersection with a line which is 2 feet south of and parallel to the line between lots one (1) and two (2), block seventeen (17), of said plat of Bryn Mawr, produced easterly, said point of intersection being 520.00 feet west, measured along said parallel line, of the west line of said waterway; thence north 40° 09' 47" east 133.55 feet; thence north 60.00 feet; thence north 29° 00' 40" west 197.07 feet to a point on a line which is 300 feet north, measured at right angles thereto, of and parallel to the north line of Bowling Street (formerly Emerson Avenue) produced easterly; thence south 88° 27' 28" east, along said parallel line, 355.00 feet to the place of beginning, containing 161.83 acres, more or less;

together with buildings, structures, improvements, and personal property described as follows:

- 1 Flight Service Building;
- 1 Guard House " ;
- 6 Tool Shed Buildings;
- 2 Storage Shacks;
- 1 Storage Building;
- 1 Office and Inspection Building;
- 2 Ammunition Storage Revetments;
- 1 Gun Target Revetment Structure; (all permanently installed fixtures and equipment located in the above buildings);
- 2 Gasoline underground storage tanks and pump house and all attachments;
- 1 Wind Tee;

- All of the Electrical Distribution System and Airport Lighting System; all of the Sewage Disposal System; all of the Water Service and Distribution System; and all of the Compressed Air Distribution System located on the property conveyed above;
- All of the boundary fence consisting of approximately 12,966 linear feet located on the property conveyed above;
- Runway and all Taxiways, Parking Areas, Roadways, Walks, Field Marking and Drainage located on the property conveyed above;
- 1 Ceiling Projector Light;
 - 1 Crash Truck, serial No. 51837, and all attached equipment; *Motor # 262137* 1944
Kenworth
 - 1 International Pickup Half-Ton Truck, serial No. K3-13532;
 - 1 International Diesel Tractor, TD-9, and attachments including a Carco Winch, Model "E", Serial No. TDCBM 337477RH, Motor No. TDCBM 3270;
 - 1 Tri-Ton Tandem Roller;
 - 1 Radio Transmitter, Model 388-C;
 - 3.4 Radio Receivers, Model SX-28;
 - 1.2 Radio Receivers, Model S-22;
 - 1 Interference Filter Miller Type 7845;
 - 2 Console Tables;
 - 1 Transmitter Cabinet Stand;
 - 30 Ground Rods;
 - 30 Ground Rod Clamps;
 - 1500 Ft. No. 10 Copper Wire;
 - 1 Air Traffic Light;
 - 1 Portable Electric Plant; ✓
 - 2-8 CO₂ Fire Extinguishers; ✓
 - 1.30 Soda Acid Extinguishers; ✓
 - 1 Receiver;
 - 1 Transmitter;
 - 1 Antenna;
 - 1 Microphone;
 - 1 Control Unit;
 - 1 Speaker;
 - 1 Turntable - welded steel; ✓

being a part of the same property acquired by the United States of America, the Defense Plant Corporation and the Reconstruction Finance Corporation, under purchase and condemnation, all of record in the files of the Auditor of King County, Washington, and the United States District Court for the Western District of Washington, Northern Division.

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

EXCEPTING, HOWEVER, from this conveyance, all right, title and interest in and to all property in the nature of equipment, furnishings and other personal property 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 required for the efficient operation for airport purposes of the structures and improvements specifically listed hereinabove as being transferred hereby; and further excepting from this conveyance all structures on the above-described premises other than structures specifically described or enumerated above as being conveyed hereunder, and reserving to the party of the first part the right of removal from the premises of the property

and structures exc ed hereby, within a reasonable period of time after the date hereof, which shall not be construed to mean any period less than one (1) year after the date of this instrument.

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.

As used herein, the terms hereinafter set forth are defined as follows: "Landing Area" means any land, or combination of water and land, together with improvements thereon and necessary operational equipment used in connection therewith, which is used for landing, take-offs, and parking of aircraft. The term includes, but it is not limited to, runways, strips, taxiways and parking aprons.

"Building Area" means any land, other than a landing area, used or necessary for or in connection with the operation or maintenance of an airport.

"Non-aviation facilities" means any buildings, structures, improvements, and equipment located in a building area and used in connection with but not required for the efficient operation and maintenance of the landing area or the airport facilities.

"Airport facilities" means any buildings, structures, improvements, and operational equipment, other than non-aviation facilities, which are used and necessary for or in connection with the operation and maintenance of an airport.

"Air navigation facility" means any facility used in, available for use in, or designed for use in, aid of air navigation, including landing areas, lights, any apparatus or equipment for disseminating weather information, for signaling, for radio-directional finding, or for radio or other electrical communication, and any other structure or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft.

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 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 Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders:

(1) That all of the property transferred hereby, hereafter in this instrument called the "airport", shall be used for public airport purposes, and only for such purposes, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938. As used herein, "Public airport purposes" shall be deemed to exclude use of the structures conveyed hereby, or any portion thereof, for manufacturing or industrial purposes. However, until, in the opinion of Civil Aeronautics Administration or its successor Government agency, it is needed for public airport purposes, any particular structure transferred hereby may be utilized for non-manufacturing or nonindustrial purposes in such manner as the party of the second part deems advisable, provided that such use does not interfere with operation of the remainder of the airport as a public airport.

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

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 (6) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders:

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

(2) That the building areas and non-aviation facilities of or on the airport shall be used, altered, modified, or improved only in a manner which does not interfere with the efficient operation of the landing area and of the airport facilities.

(3) That itinerant aircraft owned by the United States of America (hereinafter sometimes referred to as the "Government") or operated by any of its employees or agents on Government business shall at all times have the right to use the airport in common with others; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administration or the successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict Government use to less than twenty-five (25) per centum of capacity of the landing area of the airport. Government use of the airport by virtue of the provisions of this subparagraph shall be without charge of any nature other than payment for damage caused by such itinerant aircraft.

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

(5) That no exclusive right for the use of any landing area or air navigation facilities, included in or on the airport shall be granted or exercised.

(6). That the property transferred hereby may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency and 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.

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

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

TO HAVE AND TO HOLD the said premises, with appurtenances and under and subject to the aforesaid reservations, restrictions, and conditions, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA AND
RECONSTRUCTION FINANCE CORPORATION
Acting by and through
War Assets Administrator

WITNESSES:

James E. Klum
Harold W. Anderson

By C. R. Fleming (L.S.)
C. R. FLEMING
Deputy Regional Director
Real Property Disposal
War Assets Administrator

STATE OF WASHINGTON)
COUNTY OF KING) SS

On this 25th day of September, 1947, before me James W Austin, a Notary Public in and for the State of Washington, personally appeared C. R. Fleming, Deputy Regional Director, Real Property Disposal, War Assets Administration, to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered and delegated by the War Assets Administrator pursuant to Delegation of Authority dated June 6, 1947, to execute the said instrument, and acknowledged the foregoing instrument to be his free and voluntary act and deed, acting for and on behalf of the War Assets Administrator, acting for and on behalf of the Reconstruction Finance Corporation, and acting for and on behalf of the United States of America for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

James W Austin
Notary Public in and for
the State of Washington,
Residing at Seattle



(6). That the property transferred hereby may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency and 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.

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

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

TO HAVE AND TO HOLD the said premises, with appurtenances and under and subject to the aforesaid reservations, restrictions, and conditions, unto the said party of the second part, its successors and assigns forever.