

AIRPORT PROPERTY LEASE

1
2 THIS LEASE made and dated this 10th day of March,
3 1992, by and between Kittitas County, a municipal corporation
4 in the State of Washington, hereinafter referred to as the
5 "County," and Central Washington University, a public
6 university of the State of Washington, hereinafter referred to
7 as "CWU."

8 The County hereby agrees to lease to the CWU, and CWU
9 hereby agrees to lease from the County, the following
10 described real property situated in Kittitas County,
11 Washington, to-wit:

12 Parcel Number: 0300-008

13 That portion of the S 1/2 of the SW 1/4
14 of Section 24, Township 18 North, Range
15 18 E.W.M., Kittitas County, State of
16 Washington, described as follows:

17 Beginning at the SW corner of said
18 Section 24, thence North 1°47'30" West, a
19 distance of 30.00 feet; thence North
20 88°12'30" East, a distance of 466.77
21 feet, to the true point of beginning;
22 thence from the true point of beginning
23 North 88°12'30" East, a distance of
24 363.23 feet; thence North 1°47'30" West,
a distance of 110.80 feet; thence North
88°12'30" East, a distance of 245.23
feet; thence North 1°47'30" West, a
distance of 266.39 feet; thence South
88°12'30" West, a distance of 608.46
feet; thence South 1°47'30" East, a
distance of 377.19 feet, more or less,

AIRPORT PROPERTY LEASE
PAGE 1

DAVID A. PITTS
KITTITAS COUNTY PROSECUTOR
KITTITAS COUNTY COURTHOUSE - ROOM 213
ELLENSBURG, WASHINGTON 98926-3129
TELEPHONE 509 962-7520

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

to the true point of beginning and the termination of this description. The above described parcel contains 4.65 acres more or less.

Parcel Number 0700-002

That portion of the North 1/2 of the Northwest 1/4 of said Section 25, Township 18 North, Range 18 E.W.M., Kittitas County, State of Washington, described as follows:

Beginning at the Northwest corner of said Section 25, thence South 1°47'30" East, a distance of 30.00 feet; thence North 88°12'30" East, a distance of 470.00 feet, to the true point of beginning. Thence from the true point of beginning North 88°12'30" West, a distance of 300.00 feet; thence South 1°47'30" East, a distance of 400.00 feet; thence South 88°12'30" West, a distance of 300.00 feet; thence North 1°47'30" West, a distance of 400.00 feet, more or less, to the true point of beginning and the termination of this description. The above described parcel contains 2.75 acres, more or less.

See, Schematic, (Exhibit B)

TERM: The initial term of this lease shall commence on the 1st day of March, 1992, and shall terminate on the 28th day of February, 2067. This lease shall be renewable thereafter every five years upon agreement of both parties for the consideration identified herein.

CONSIDERATION: CWU shall pay the following rent on March 1, 1992, and each year thereafter during the term, in advance,

AIRPORT PROPERTY LEASE
PAGE 2

1 the sum of One Dollar (\$1.00) per annum through February 28,
2 2017. CWU shall pay the sum of Eight Thousand Four Hundred
3 Sixty-Six Dollars (\$8,466) beginning March 1, 2017. There
4 will be one adjustment every fifth year thereafter. The
5 adjustments from April 2022 through February 2047 will be the
6 cumulative change in the Consumer Price Index for the previous
7 five years, or, 15% whichever is lower. The adjustments from
8 March 2047 through February 2067 will be the cumulative change
9 in the Consumer Price Index for the previous five years, or,
10 20% whichever is lower. See Exhibit (A).

11 LEASE TERMINATION: This lease may not be terminated during
12 the initial term by either party except as provided herein.
13 Thereafter, the lease may be terminated by either party with
14 a minimum of 180 days written notice prior to the start of any
15 new term.

16 MAINTENANCE AND OPERATION COSTS: During the term of this
17 lease, it shall be CWU's responsibility to fund its own
18 maintenance and operations costs as determined by CWU. No
19 impact is anticipated on County maintenance and operations
20 costs because of the presence of a CWU facility at the
21 airport. Any maintenance work performed by the County at the
22 request of CWU on CWU leased land, and the payment therefor,
23
24

1 shall be negotiated in a separate contract at the time the
2 work is done.

3 UTILITIES: There presently exists a water system at the
4 Kittitas County Airport, and CWU shall be entitled to purchase
5 potable water from said system at rates comparable to the
6 water rates charged by the City of Ellensburg. In the event
7 that the existing water system should fail and extensive
8 repairs should become necessary or it should become necessary
9 to install a new water system, the parties agree that any
10 continued use of water by CWU would be subject to a negotiated
11 agreement at that time. The installation of any new utilities
12 as determined by CWU, other than water, shall be the
13 responsibility of CWU. Should the University decide to not
14 participate in any water improvements or repair, the County
15 will have no obligation to deliver water to the University
16 site. No new utilities shall be installed without the prior
17 written approval of the County.

18 ASSIGNMENT: CWU shall not assign nor sublet this lease nor
19 any portion thereof nor any fixtures, except as may be
20 directly related to the Flight Technology or other approved
21 educational program, without first having obtained the written
22 consent of the County therefor. The County shall be a party in
23 any negotiation to sublet any portion of the premises and any

24 AIRPORT PROPERTY LEASE
PAGE 4

DAVID A. PITTS
KITITAS COUNTY PROSECUTOR
KITITAS COUNTY COURTHOUSE - ROOM 213
ELLENSBURG, WASHINGTON 98926-3129
TELEPHONE 509 962-7520

1 structure or facility to any third parties who are not public
2 educational institutions. The University shall not assign or
3 sublet any portion of the premises for commercial activities
4 in direct conflict with airport revenue operations such as Tie
5 Downs, Aviation Fueling, or Hangar operations.

6 PROPERTY DAMAGE AND BODILY INJURY: CWU hereby agrees to
7 indemnify and hold harmless the County from any and all claims
8 or demands of whatsoever nature arising out of loss, damage or
9 injury to persons or property resulting from CWU's use or
10 occupation of the leased premises caused by the tortious acts
11 or neglect of CWU, its agents or employees to the extent
12 allowed by law. The County hereby agrees to indemnify and
13 hold harmless CWU from any and all claims and demands of
14 whatsoever nature arising out of loss, damage or injury to
15 persons or property resulting from the County's occupation or
16 management of the airport property caused by the tortious acts
17 or neglect of the County, its agents or employees to the
18 extent allowed by law.

19 QUIET ENJOYMENT: The County covenants with CWU that on
20 payment of the rent herein required to be paid and performance
21 of the covenants herein contained, CWU and those holding under
22 it may peaceably and quietly have, hold and enjoy the premises
23 for the term hereof, for the purpose of conducting Flight

24 AIRPORT PROPERTY LEASE
PAGE 5

DAVID A. PITTS
KITITAS COUNTY PROSECUTOR
KITITAS COUNTY COURTHOUSE - ROOM 213
ELLENSBURG, WASHINGTON 98928-3129
TELEPHONE 509 962-7520

1 Technology or other Engineering or Technology related
2 educational programs.

3 WAIVER: No assent, express or implied, by the County to any
4 breach of any of CWU's covenants, agreements, conditions or
5 terms hereof shall be deemed or taken to be a waiver of any
6 succeeding breach of any covenant, agreement, condition or
7 term hereof.

8 INSPECTION: At all times during the term of this lease or
9 any extension thereof, the County shall have the right to
10 enter into and upon the demised premises during reasonable
11 business hours for the purpose of examining and inspecting the
12 same and determining whether CWU shall have complied with all
13 of its obligations hereunder in respect to the care and
14 maintenance of the premises and all other terms and conditions
15 hereof.

16 SPECIAL CONDITIONS: Irrigation ditches must not be rerouted
17 without written approval from the Board of Kittitas County
18 Commissioners. Irrigation water utilized by CWU will not be
19 allowed to run off on runways. CWU shall pay to the Kittitas
20 County Reclamation District all charges for irrigation water
21 used in the leased premises.

22 FENCES AND DITCHES: CWU shall care for and maintain all
23 fences, irrigating and drainage ditches upon said property or
24

1 appurtenances thereto in a state of good repair and condition
2 during the term of this lease.

3 WASTE: CWU shall not commit waste of the leased property
4 and shall comply with all the regulations of the weed district
5 within which said leased property is included and shall use
6 all reasonable efforts to eradicate and prevent the growth of
7 noxious weeds upon the premises.

8 AIRPORT TRAFFIC: It is understood and agreed that CWU's use
9 of the leased premises shall not in any manner interfere or
10 restrict the use of aircraft landings, take offs, or storage
11 of aircraft as the airport is presently constructed. CWU
12 shall comply with all rules and regulations of the Federal
13 Aeronautics Administration.

14 RIGHTS OF U. S. GOVERNMENT: The County holds title to the
15 property herein leased, partially by virtue of a deed from the
16 United States government. A copy of said deed is attached
17 hereto and made a part of this instrument as though fully set
18 forth herein. (See, Exhibit C). CWU agrees that it will do
19 nothing which will cause the County to be in violation of the
20 terms of said deed. CWU further agrees that it has had ample
21 opportunity to review said deed and is aware of all the terms
22 and conditions therein.

23
24 AIRPORT PROPERTY LEASE
PAGE 7

DAVID A. PITTS
KITITAS COUNTY PROSECUTOR
KITITAS COUNTY COURTHOUSE - ROOM 213
ELLENSBURG, WASHINGTON 98926-3129
TELEPHONE 509 962-7520

1 USE OF PREMISES: CWU agrees that it will use the premises
2 only for the purpose of conducting educational programs. CWU
3 intends to use the premises for its flight technology,
4 aeronautics and aviation program. CWU agrees that the Board
5 of Trustees shall vote to deliver to the County a letter of
6 intent signed by the Chairperson of the Board of Trustees
7 wherein CWU states that its intentions are to expedite the use
8 of the premises for flight technology instruction at the
9 earliest possible date, that CWU intends to request funds from
10 the legislature to locate temporary buildings on the premises
11 commencing July 1, 1993, and that CWU intends to request
12 planning funds and permanent installation funds for
13 construction in the 1995-97 biennium. The parties agree that
14 this letter of intent is to be incorporated into this lease by
15 this reference. Should CWU during the term of this lease
16 cease using the premises for educational programs related to
17 flight technology, aeronautics, and aviation, CWU shall obtain
18 permission for the change in usage in writing from the
19 appropriate Federal Agency so as to hold the County harmless
20 against any claim by the Federal Government that the original
21 deed (Exhibit C) was violated with respect to the use of the
22 premises. Such written permission shall be presented to the
23 County. CWU agrees and promises that it will not knowingly

24 AIRPORT PROPERTY LEASE
PAGE 8

DAVID A. PITTS
KITITAS COUNTY PROSECUTOR
KITITAS COUNTY COURTHOUSE - ROOM 213
ELLENSBURG, WASHINGTON 98926-3129
TELEPHONE 509 962-7520

1 conduct or promote any activity on the premises in violation
2 of federal, state or local statutes, ordinances, rules or
3 regulations.

4 IMPROVEMENTS: It is understood and agreed between the parties
5 that CWU will use said premises to construct offices and other
6 structures for CWU programs in flight technology, aeronautics,
7 and aviation. It is further agreed that before such
8 construction commences, that the plans and specifications for
9 said construction shall be submitted to the County's Board of
10 County Commissioners for their approval and to FAA for their
11 approval, and no construction shall commence until said
12 approval is received by CWU from each of said agencies in
13 writing. All buildings or other improvements made upon
14 property leased shall belong to and become the property of the
15 County at the expiration of the term, or any negotiated
16 extensions of the term of this lease, or as soon as the lease
17 is terminated by the County under the conditions set out
18 herein. The lessee shall have the right to terminate or
19 require readjustment of the terms of this lease in the event
20 the County does not approve any construction or modification
21 of improvements proposed by CWU.

22 DEFAULT: In the event that CWU shall violate this lease, or
23 any of its conditions or terms as herein stated, the County

24 AIRPORT PROPERTY LEASE
PAGE 9

1 may terminate this lease by giving sixty (60) days written
2 notice of the conditions or terms being violated, and if said
3 violations are not corrected within the sixty-day period, this
4 lease may be canceled and the County shall be entitled to
5 peaceably retake possession of the premises. Notice to the
6 CWU under this section or any other section shall be in
7 writing and addressed to the Office of President of Central
8 Washington University, Ellensburg, Washington, by registered
9 or certified mail with postage prepaid, and the parties
10 herewith agree that such notice shall be sufficient.

11 ARBITRATION: In the event that CWU and the County cannot
12 reach an agreement in any matters related to the terms of this
13 lease, the parties shall submit such disputes to arbitration.
14 As provided in the Revised Code of Washington, Title 36,
15 section 34.180, no board of arbitration shall reduce the
16 rentals below the sum fixed or agreed upon for the last
17 preceding period except as otherwise provided herein (see CPI
18 index). The County shall pick one arbitrator, and CWU one,
19 and the two so chosen shall select a third. Each party shall
20 bear the expense of the arbitrator selected by it. The costs
21 and expenses of the third arbitrator shall be shared equally
22 by the lessee and lessor.

23
24 AIRPORT PROPERTY LEASE
PAGE 10

DAVID A. PITTS
KITITAS COUNTY PROSECUTOR
KITITAS COUNTY COURTHOUSE - ROOM 213
ELLENSBURG, WASHINGTON 98926-3123
TELEPHONE 509 962-7520

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

VENUE: In the event of litigation initiated by either party arising out of this lease or related to this lease, CWU and the County agree that the venue of such litigation shall be in the Superior Court of Kittitas County, State of Washington.

IN WITNESS WHEREOF, the County and CWU have executed this lease on the day and year first above written.

KITTITAS COUNTY

Mary Seubert
Mary Seubert, Chairperson
Board of Kittitas County
Commissioners

ATTEST:

[Signature]
Clerk of the Board of
Commissioners of Kittitas County

CENTRAL WASHINGTON UNIVERSITY

[Signature]
President

ATTEST:

[Signature]
Senior Assistant Attorney
General

EXHIBIT A

VALUE OF \$2,500
COMPOUNDED ANNUALLY

ANNUAL MAXIMUM
FIFTEEN PERCENT
FIVE YR ESCALATION
AFTER YEAR 25

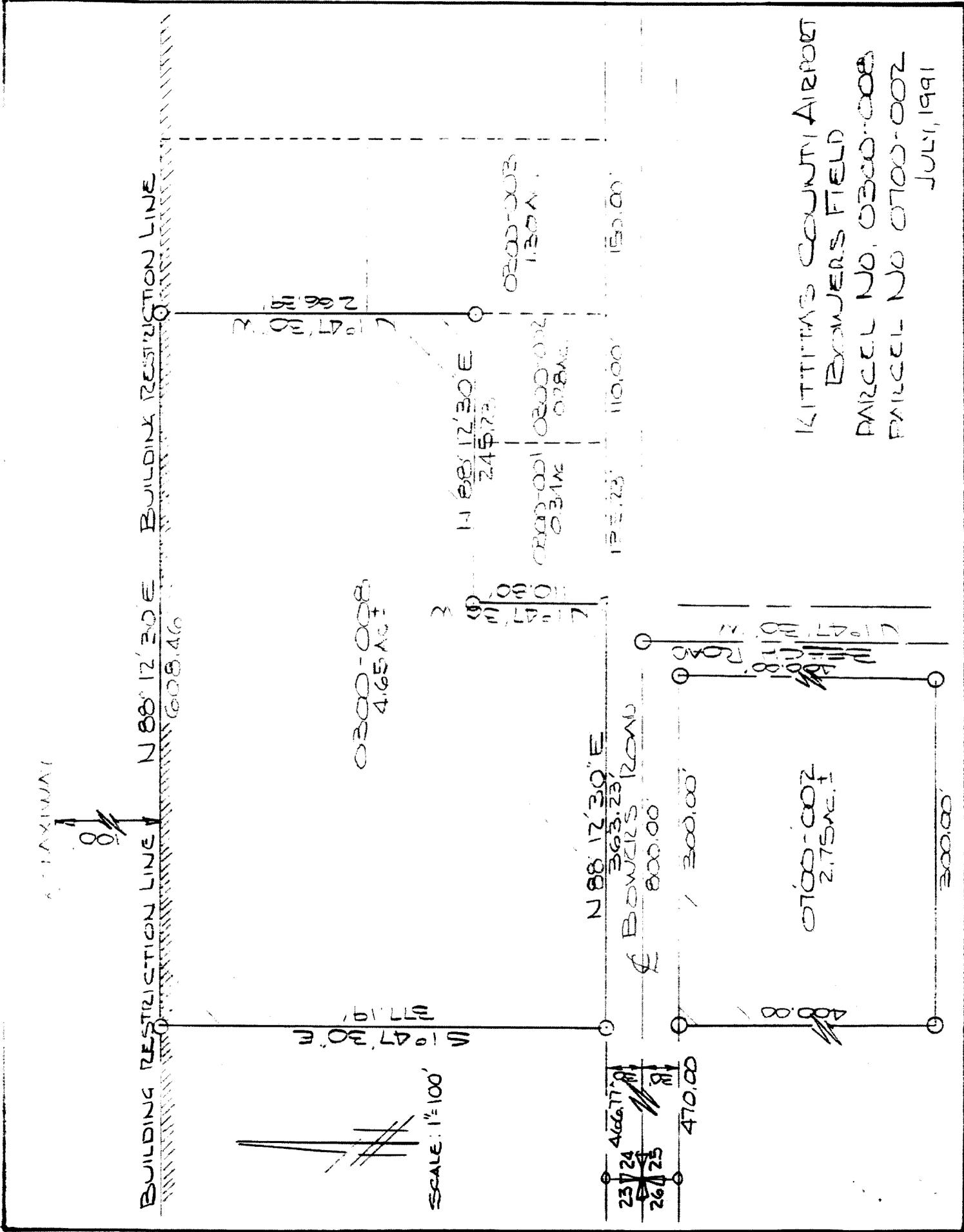
YEAR	5%		
	2500	CURRENT \$	
1	2625		1
2	2756		1
3	2894		1
4	3039		1
5	3191		1
6	3350		1
7	3518		1
8	3694		1
9	3878		1
10	4072		1
11	4276		1
12	4490		1
13	4714		1
14	4950		1
15	5197		1
16	5457		1
17	5730		1
18	6017		1
19	6317		1
20	6633		1
21	6965		1
22	7313		1
23	7678		1
24	8062		1
25	8466		1
26	0	BASE RENT	8466
27	0		8466
28	0		8466
29	0		8466
30	0		8466
31	0	ADD 15%	9735
32	0	OR MAX	9735
33	0	CPI CHNGE	9735
34	0	WHICHEVER	9735
35	0	IS LESS	9735
36	0	ADD-	11196
37	0		11196
38	0		11196
39	0		11196
40	0		11196
41	0	ADD -	12875
42	0		12875
43	0		12875
44	0		12875
45	0		12875
46	0	ADD-	14807
47	0		14807
48	0		14807
49	0		14807
50	0		14807

EXHIBIT A

51	0	ADD-	17028
52	0		17028
53	0		17028
54	0		17028
55	0		17028
56	0	ADD 20%	20443
57	0	OR MAX	20443
58	0	CPI CHG	20443
59	0	WHICHEVER	20443
60	0	IS LESS	20443
61	0	ADD-	24520
62	0		24520
63	0		24520
64	0		24520
65	0		24520
66	0	ADD -	29424
67	0		29424
68	0		29424
69	0		29424
70	0		29424
71	0	ADD -	35309
72	0		35309
73	0		35309
74	0		35309
75	0		35309

AVERAGE ANNUAL RENT OVER 75 YEARS 12254

KITTITAS COUNTY AIRPORT
BOWLERS FIELD
PARCEL NO. 0300-008
PARCEL NO. 0700-002
JULY, 1991



QUITCLAIM DEED

THIS INDENTURE, made this 4th day of June, 1948, between THE UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Reorganization Plan One of 1947 (12 Fed. Reg. 4534) 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 Kittitas 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 fiscalable materials and rights hereinafter set out, all its right, title and interest in the following described property situate in the County of Kittitas, State of Washington, to-wit:

In Township Eighteen (18) North, Range Eighteen (18) East of Willanette Meridians:

The Southwest quarter (SW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) and the South 420 feet of the Southeast quarter (SE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 23, EXCEPT: A tract of land 20 feet in width, being 10 feet on each side of a line described as follows:

Beginning at a point on the East boundary line of said Section 23, and running thence South 86° 36' West 39 feet; thence South 1° 04' East 2617 feet to a point on the South boundary line of said Section 23, which point is South 88° 57' West 40 feet from the Southeast corner of said Section 23;

The northeast quarter of the southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section twenty-three (23) of said township and range, EXCEPT a tract of land within the East half of the Southeast quarter 20 feet in width, being 10 feet on each side of a line described as follows: Beginning at a point on the East boundary of Section 23, which point is South 1° 03' East 37.8 feet from the East quarter corner of said Section 23; thence South 86° 36' West 39.0 feet (which tangent also extends 1333.0 feet outside of Section 23); thence South 1° 04' East 2617.0 feet to a point on the South boundary of Section 23, which point is South 88° 57' West 40.0 feet from the Southeast corner of said Section 23;

The Northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section 23;

All that portion of the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of section twenty-three (23) of said township and range which is described as follows: A tract of land bounded by a line beginning at the Southeast corner of said quarter section and running thence west along the South boundary line of said quarter section 983.6 feet; thence North 310 feet; thence East 983.6 feet to the East boundary line of said section; and thence south along said boundary line 310 feet to the point of beginning;

The east half of the northeast quarter (ENE $\frac{1}{4}$) of section twenty-three (23) of said township and range, EIGHTS: A tract of land bounded by a line beginning at the Southeast corner of said quarter section and running thence West along the South boundary line of said quarter section 983.6 feet; thence North 310 feet; thence East 983.6 feet to the East boundary line of said section; and thence South along said boundary line 310 feet to the point of beginning;

The West half (W $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section 23;

The Southeast quarter (SE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 14;

The Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 13; EXCEPT: A tract of land 30 feet in width, being 18 feet on the Southerly or left hand side (looking downstream) and 12 feet on the Northerly or right hand side (looking downstream) of a line described as follows:

Beginning at a point on the South boundary of the South half (S $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of said Section 13 (which point is South 85° 59' East 14.0 feet from the South quarter (S $\frac{1}{4}$) corner of Section 13); running thence North 3° 32' West 18.0 feet (which tangent also extends 32.0 feet outside of the South half (S $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 13); thence South 85° 59' West 2634.0 feet; thence South 4° 01' East 18.0 feet to a point on the South boundary of the South half (S $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 13; which point is North 85° 59' East 53.0 feet from the Southwest corner of Section 13. Said tangent also extends 45.0 feet outside of the South half (S $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 13.

The northwest quarter of the northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), the northwest quarter of the northeast quarter of the northwest quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$), and the south half of the northeast quarter of the northwest quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) all of section twenty-five (25) of said township and range;

The northeast quarter of the northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of section twenty-five (25) of said township and range;

All that portion of the North half (N $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section 26, lying North and East of the right of way of the main canal of the Cascade Irrigation district;

The northwest quarter of the northwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of section twenty-five (25) of said township and range;

The northeast quarter of the northeast quarter of the northwest quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of section twenty-five (25) of said township and range;

In Township Eighteen (18) North, Range Nineteen (19) East of Willamette Meridian:

The west half (W $\frac{1}{2}$) of Lot one (1) of Section thirty (30) in said township and range;

TOGETHER WITH appurtenant aviation easements, licenses, franchises and building structures, improvements, personalty and equipment described as follows:

- T-303 Office Bldg., CB-D-T, 20' x 20'
- T-304 Office Bldg., CB-T-T, 20' x 20'
- T-305 Office Bldg., CB-C-T, 2-clasped, 20' x 78', w/20' x 22' wing
- T-401 Office Bldg., CB-B-T (Mod.) 20' x 152', w/20' x 45' wing
- T-402 Dispatchers House, CB-T-T, 12' x 12'
- T-403 Control Tower, wood, 15' x 15'
- T-404 Hangar-HANG-W-A, 87'3" x 153' - 5-1/2"
- T-405 Transmitter House, T/C 5376, 20' x 25'
- T-703 Mess, I-P-T, 40' x 152'
- T-804 Flag Pole (Comm. Type Wood), 50'
- T-805 Link Trainer, IIM-A-A, 36'6" x 25', w/12' x 18'6" wing
- T-901 Fire Station, IS-A-T, 20' x 50', w/32' x 32', & 8' x 12' wings
- T-902 Warehouse, Rope & Oil, Warehouse-L-A, 25' x 54'
- T-903 Shop, all purpose, I-I, 25' x 39'
- T-904 Motor Repair Shop, IIS-A-T, 32' x 88'
- T-905 Oil Storage, OIL-A-C, 12'9" x 16'9"
- T-1001 Guard House, CB-D-T, 20' x 76'
- T-1002 Lavatory, I-I-T, 20' x 24'
- T-1101 OQ-A-T (mod.) Officers Quarters, 2000 sq. ft. floor area
- T-1103 OQ-A-T (mod.) Officers Quarters, 2000 sq. ft. floor area
- T-1105 OQ-A-T (mod.) Officers Quarters, 2000 sq. ft. floor area
- T-1202 Infirmary (I-2 mod.) Floor area 2056 sq. ft.
- T-1203 Ward (W-2) floor area, 4000 sq. ft.
- T-1306 Water Tower, 32' x 32' x 104'
- T-1307 Pump House, 18' x 20'
- T-1401 Aux. Pump House, 10' x 14'
- 1 Indicator, wind, tetrahedron, w/light
- 2 Wind tele, w/light
- 1 Tank, welded steel, 48" dia. x 144" long
- 2 Transformers, size undetermined, near OMA Bldg.
- 50 ft. Hose, water, braided, 3/4", w/male and female couplings
- 8 & 6 ft. Hose, fire, cotton, rubber lined, 1 1/2", w/male and female couplings, 50' lengths
- 1 Charger, battery, "Trojan", 115 V., 60 cycle, t. exp., A.C. #27770
- 1 Grader, road, motorized, diesel engine driven, 10' moldboard, "Caterpillar", Motor #1N484, UCA Reg. No. W-83745
- 1 Plow, snow, straight blade, one-way type, for 1 1/2 ton truck mounting, 9' blade, Ford Mod. # 2-5, Ser. #42280
- 1 Tractor, wheel type, rubber tired, gasoline eng. driven, "Case", USA No. 82702, w/boom attachments
- 1 Tractor, wheel type, rubber tired, gasoline eng. driven, "Case" VAI, 5', w/sickle bar attachment, Mod. C014, Eng. VA012213, Ser. #4833220, UCA Reg. W-821586
- 1 AUTOCBILES: Truck, fire, "Mahn", Class 325, 1942, Motor No. ICT-82176, Ser. No. HF3-117, USA Reg. No. 503085, complete with the following standard equipments:
 - 1 Adapter, reducing, hydrant, 3" x 2 1/2"
 - 1 Axe, fireman, w/pickhead, 6'
 - 4 Buckets, fire, 14qt.
 - 2 Connections, female, double, 2-1/2"
 - 2 Connections, male, double, 2-1/2"
 - 1 Crank, Starting
 - 1 Tool, door, claw
 - 1 Extinguisher, fire, CO2, 1 quart
 - 2 Extinguishers, fire, pump, 5 gallon
 - 2 Extinguishers, fire, back pack, 5 gal.
 - 1 Gauge, tire pressure
 - 1 Gauge, vacuum pressure

- 1 Gauge, pressure
- 1 Can, grease, 9 oz.
- 1 Hammer, ball pein
- 2 Hose, suction, 3" x 10'
- 350 Ft. Hose, chemical, 3/4", 50' length
- 1 Jack, auto, w/handle
- 1 Ladder, roof, fire, 14'
- 1 Ladder, extension, 20'
- 2 Lanterns, hand, dry cell
- 2 Lights, under hood, 21 CF
- 1 Light, pump, 3 cp
- 1 Mirror, rear view
- 2 Nozzles, chemical shutoff, 3/4"
- 2 Nozzles, shutoff, 2 1/2" and holders
- 2 Nozzles, shutoff, 1 1/2" and holders
- 2 Nozzle tips, 3/15" and holders
- 1 Oil can, 1/2 pt. and holder
- 1 Book, operating instr. and parts manual
- 1 Pole, pipe, 10'
- 1 Nozzle tip, 1-1/8" and holder
- 1 Pr. Pliers, cutter type, 6" slip joint
- 1 Pr. Pliers, diagonal, 6"
- 1 Pump, tire, hand
- 1 Receptacle, for battery charging
- 1 Screwdriver, 10"
- 1 Screwdriver, 6"
- 2 Searchlights, on rear
- 1 Battery, storage
- 1 Siren, and red flasher light
- 6 Spanners, universal
- 1 Spanner, chemical hose
- 2 Spanners, adjustable, for hydrants, 1 1/2" to 1-3/4"
- 1 Strainer, suction, 3", w/30' 3/8" dia. rope
- 1 Bag, tool
- 1 Wrench, pipe, Stillson, 18"
- 1 Wrench, wheel stud, w/handle
- 1 Wrench, adjustable, 11"
- 1 Wrench, spark plug, w/handle
- 1 Wrench, rear wheel brg., w/handle
- 1 Wrench, open end, 3/8" x 7/16"
- 1 Wrench, open end, 1/2" x 19/32"
- 1 Wrench, open end, 9/16" x 11/16"
- 1 Wrench, open end, 5/8" x 25/32"
- 1 Wrench, open end, 3/4" x 7/8"
- 1 Wrench, set screw, for hose reel
- 1 Connection, "Y", 2-1/2" female, x 1 1/2" male x 1 1/2" male

1200 Ft. Hose, fire, cotton, single jacket, 2-1/2"
 1 AUTOMOBILE: Truck, crash, "Chevrolet", 1 1/2 ton, 1942,
 class 125, Eng. No. EP-290973, USA Reg. No. 506654,
 complete with the following standard equipment:

- 1 Axe, fireman, with pickhead
- 2 Extinguishers, fire, CO2, 15#
- 1 Extinguisher, fire, CTC, 1 gal.
- 1 Ladder, extension
- 1 Tool, claw
- 1 Rope, cotton, 100' long
- 2 Wrenches, spanner, adjustable
- 1 Lantern, electric, portable, comb. spot & floodlight, wet cell
- 1 Light, spot, portable, dry cell
- 1 Connection, 2 1/2", double female
- 1 Gauge, full pressure
- 1 Extinguisher, fire, CTC, 1-qt.
- 1 Wrench, spanner, regular
- 1 Kit, first aid
- 2 Nozzles, spray
- 1 Bag, tool, auto
- 1 Can, grease, Alomite, 9 oz.
- 1 Hammer, machinist, 16 oz.

1 Jack, hydraulic, 3 ton, w/handle
 1 Ciler, steel, 1/2 pt.
 1 Pr. Pliers, combination, 6"
 1 Pr. Pliers, cutter type, 6" diagonal
 1 Pump, tire, hand
 1 Screwdriver, integ. handle, 10"
 1 Wrench, wheel, sliced nut, w/handle.
 1 Wrench, spark plug
 1 Wrench, open end, 1/2" x 19/32"
 1 Wrench, open end, 9/16" x 11/16"
 1 Wrench, open end, 5/8" x 25/32"
 1 Wrench, open end, 3/4" x 7/8"
 1 Crank, starting
 2 Chains, tire, dual, heavy duty
 2 Manuals, instruction & parts list
 1 Tool, tire
 2 Wrenches, end, 5/8" x 7/16", hex nut
 1 Wrench, socket, 21/32"
 1 Wrench, socket, 25/32"
 1 Wrench, socket, 1-1/16"

7 Extinguishers, fire, CO₂, 15#
 9 Extinguishers, fire, CIC, 1-qt.
 21 Extinguishers, fire, CIC, 1-gal.
 4 Extinguishers, fire, CIC, 3-1/2 gal.
 32 Extinguishers, fire, water, pump, 5 gallon
 28 Extinguishers, fire, foam, 2-1/2 gal.
 10 Coats, fireman, bucking
 10 Helmets, fireman
 10 Pants, fireman, bucking
 1 Extinguisher, fire, 4#, CO-2
 10 Pr. Boots, rubber knee
 1 Block, wood shell, 4" single, for 1/2" rope
 1 Tester, Water, Comparator, "Wallace-Tierman"
 1 Kit, Testing Water, Comparator, "La Mothe"
 1 Auger, pipe and sewer, 1/2" dia., 50' lgth., steel
 music wire
 2 Scythes, bush type, 16" blade
 1 Clock, elec., wall type, 15" dial, 110 volt.

All fencing remaining on the real property herein conveyed and surrendered including the A.C.A. woven wire fence around the water tower, the airfield perimeter fence and the Fen-E-Bn fence;

A.C. Gasoline Storage System consisting of 2 truck fill stands of 25,000 gal. storage capacity each and 3 pit stands of 50,000 gal. storage capacity each, together with tanks, meters, hose and reels, gauges, water detectors, pumping equipment, refueling pits, piping and controls as installed;

Water system remaining on the real property herein conveyed and surrendered including water mains, service lines and fire hydrants;

Sewer system remaining on the real property herein conveyed and surrendered including sanitary sewer main, sanitary house laterals and storm sewer lines;

Electric system remaining on the real property herein conveyed and surrendered including overhead services and distribution lines, underground distribution lines, exterior and obstruction lighting and transformers;

All airport and maintained grounds including runways, taxiways, hardstandings, parking squares, parking areas, roads, walks, aprons, fuel ladders, maintained grounds, utility yard and post areas;

being the same property acquired by the United States of America in continuation proceedings under Declarations of Taking No. 1 filed July 26, 1943; No. 2 filed

September 24, 1943; No. 3 filed October 5, 1943; No. 4 filed October 2, 1943; No. 5 filed October 15, 1943 and No. 6 filed October 27, 1943, in Cause No. 130 in the District Court of the United States for the Eastern District of Washington, Southern Division.

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

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 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. 2223), 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 peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument 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. W04-193-Eng-4243, from Kittitas County to the United States of America dated July 1, 1943, including 737.40 acres, more or less, of land situated in the County of Kittitas, State of Washington, together with all interest in that certain franchise dated June 28, 1943, granted to party of the first part by party of the second part to construct, operate and maintain an outfall sewer pipeline under and across certain County owned roads.

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 flammable 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 forever.

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 Surplus Property Act of 1944, as amended, Executive Order 9689 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 FAA 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, such maintenance shall not be required as to the hardstands and taxiways as shown outlined in heavy black on the map attached hereto and further 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

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 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 nonexclusively 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 War Assets 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 War Assets 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

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

WITNESSES:

Arvid W. Anderson

Meyer Horowitz

UNITED STATES OF AMERICA
Acting by and through
War Assets Administrator

By J. Sheldon Lowery
J. SHELDON LOWERY
Deputy Regional Director
Real Property Disposal
War Assets Administration

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this 26 day of July, 1948, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared J. Sheldon Lowery, 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 April 9, 1948, 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 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.

[Signature]
Notary Public in and for State of
Washington, residing at Seattle

(SEAL)



WA Form 1041
(4-12-48)

UNITED STATES OF AMERICA
War Assets Administration

CERTIFICATE

I, the undersigned L. S. Wright, Secretary of the
General Board, War Assets Administration, in my
official capacity as such Secretary
and duly authorized in the DELEGATION OF AUTHORITY INCIDENT TO THE CARE,
HANDLING AND CONVEYANCING dated April 9, 1948, to make the following
certification, do hereby certify:

1. That J. Sheldon Lowery is the
Deputy Regional Director
Real Property Disposal

War Assets Administration, duly appointed, authorized and acting in such
capacity at the time of the execution of the attached instrument.

2. That the attached DELEGATION OF AUTHORITY INCIDENT TO THE
CARE, HANDLING AND CONVEYANCING is a true and correct copy of the original
of said DELEGATION OF AUTHORITY, dated April 9, 1948.

Given under my hand this 21st day of July, 1948

[Handwritten Signature]

(Name)

(Office)
War Assets Administration

