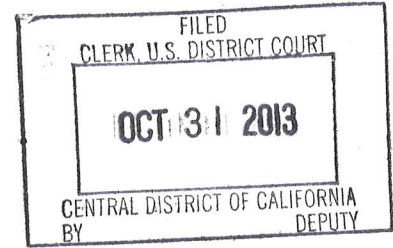


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14
 15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA

17 CITY OF SANTA MONICA,
 18 Plaintiff,

19 v.

20 UNITED STATES OF AMERICA,
 21 FEDERAL AVIATION
 ADMINISTRATION and MICHAEL P.
 22 HUERTA, in his Official Capacity as
 Administrator of the Federal Aviation
 23 Administration,

24 Defendants.

Case No. **CV13-08046** - JFW
 (VBK)

**COMPLAINT FOR
 DECLARATORY AND
 INJUNCTIVE RELIEF UNDER
 THE QUIET TITLE ACT AND
 UNITED STATES
 CONSTITUTION**

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1 Plaintiff City of Santa Monica (“City” or “Santa Monica”) brings this action
2 against Defendants United States of America (“United States”), the Federal
3 Aviation Administration (“FAA”), and Michael P. Huerta, in his official capacity as
4 the Administrator of the FAA.

5 NATURE OF THE ACTION

6 1. This lawsuit stems from the FAA’s unsubstantiated claim that Santa
7 Monica must operate the Santa Monica Municipal Airport in perpetuity. The City
8 purchased most of the property, upon which a part of the Airport is situated, in the
9 1920s by grant deed and has retained its fee interest in the land ever since. In 1941,
10 to assist in providing military protection for the Douglas Aircraft Company during
11 World War II, the City leased the Airport Property to the United States. At no point
12 has the City’s fee interest to the Airport Property been alienated from the City. Yet
13 the FAA contends that a 1948 Instrument of Transfer terminating the United States’
14 short-lived lease of the Airport Property obligates Santa Monica to run an airport on
15 the property forever. The Instrument of Transfer, however, is not a deed. It is
16 merely a surrender of the United States’ temporary leasehold interest back to the
17 City. While the Instrument of Transfer contains “restrictions” and a “reversion
18 clause,” the only interests that could revert back are the then-existing property
19 rights of the United States in 1948—that is, a mere right to possession under a
20 temporary leasehold interest without title to the property. When the leases expired
21 on their own terms in 1953, the United States’ interest in the Airport Property
22 ceased entirely.

23 2. Santa Monica has clearly and repeatedly asserted its unencumbered
24 title to the Airport Property and its ability, after certain contractual and legal
25 obligations expire in July 2015, to use the Airport Property as it chooses in its
26 sovereign discretion, including for non-aviation purposes. Santa Monica has also
27 attempted to negotiate with the FAA regarding options for the Airport Property
28 after July 2015, but the FAA refuses to move from its arbitrary and unsupported

1 position that the City must operate the Airport in perpetuity under the Instrument of
2 Transfer, or the Airport Property will revert to the United States.

3 3. Santa Monica brings this lawsuit to establish the City's rights to
4 determine for itself and its citizens the future of the Santa Monica Airport. By this
5 action, the City seeks to clear the City's title to the Airport Property and establish
6 its right to operate its property in the exercise of its police power for the benefit of
7 its citizens.

8 4. Santa Monica brings a quiet title action against the FAA's claim of a
9 continuing interest in the Airport Property. The FAA's asserted right of reverter
10 should Santa Monica cease to operate the Airport Property as an airport clouds
11 Santa Monica's title to the Airport Property. Through this action, Santa Monica
12 seeks to quiet title against restrictions on the property and the claimed right of
13 reverter. The City further seeks a declaration and, if necessary, injunctive relief,
14 preventing the FAA from interfering with the City's fee interest, right to title, and
15 unfettered use of the Airport Property as it sees fit in its sovereign discretion after
16 present contractual obligations expire.

17 5. Furthermore, Santa Monica brings constitutional claims seeking a
18 declaration that the FAA's actions in taking the Airport Property from the City and
19 commandeering the City to run the airport in perpetuity are unconstitutional under
20 the Fifth and Tenth Amendments to the United States Constitution.

21 a. First, the FAA's demand that Santa Monica operate an airport in
22 perpetuity at its direction and on its terms amounts to a taking
23 by the United States without just compensation in violation of
24 the Fifth Amendment of the United States Constitution.

25 b. Second, the FAA's command that Santa Monica run an airport
26 on the Airport Property in perpetuity deprives Santa Monica of
27 its right to use the property for other purposes. This deprivation
28 amounts to a regulatory taking by the United States without just

1 compensation in violation of the Fifth Amendment of the United
2 States Constitution.

3 c. Third, by forcing the City to run an airport at its direction, the
4 FAA is commandeering the City and its officials to act for the
5 purposes of the United States in violation of the Tenth
6 Amendment of the United States Constitution. Additionally, the
7 FAA has violated the Fifth and Tenth Amendments of the
8 United States Constitution through conditioning the return of the
9 Airport Property on the City's relinquishing its inherent
10 sovereign rights and its rights as a property owner to exercise
11 control over its own land.

12 d. Finally, by asserting that the City of Santa Monica must operate
13 the Airport in perpetuity, the FAA is depriving Santa Monica of
14 its sovereign right to control the Airport Property, in which
15 Santa Monica has an established property right. The FAA's
16 assertion lacks factual and legal support, and impairs Santa
17 Monica's rights as a municipality and property owner.

18 **JURISDICTION AND VENUE**

19 6. This Court has jurisdiction over the subject matter of this action
20 pursuant to 28 U.S.C. § 1331 (federal question jurisdiction) and 28 U.S.C. §1346(f)
21 (district court has exclusive jurisdiction of civil actions under section 2409a to quiet
22 title as against a property interest claimed by the United States). Additionally, the
23 action arises out of the Constitution of the United States, and the City seeks to
24 redress violations of the Fifth and Tenth Amendments to the United States
25 Constitution. The relief sought is authorized by 28 U.S.C. §§ 2201-2202, 2409a.

26 7. Venue is proper in the Central District of California under 28 U.S.C. §
27 1391(e), as the City is located in this district and the property that is the subject of
28 this action is located within this judicial district.

1 **FACTUAL BACKGROUND**

2 **The City’s Acquisition of the Airport Property**

3 14. The site that is now the Airport (the “Airport Property”) was used as
4 an informal landing strip beginning in 1917. In 1922, Douglas Aircraft Company
5 (“Douglas”) began testing and producing military and civilian aircraft on and
6 around the Airport Property.

7 15. In 1926, the City acquired title to certain parcels of unimproved land
8 that now constitute most of the Airport Property through a Grant Deed. This Grant
9 Deed conveyed the entire Airport Property to the City “free of incumbrances” [sic]
10 except taxes related to the year 1926–1927, and the terms of a five year lease that
11 the former owner (Herbert Stanton) had made to the City of Santa Monica. The
12 total purchase price for these parcels was more than \$755,000, or approximately
13 \$10 million in today’s dollars. On August 30, 1926, the City passed a resolution
14 accepting the 1926 Grant Deed. Between 1926 and before December 1941, the
15 City acquired, through various other grant deeds that vested fee simple title in the
16 City, additional smaller parcels that make up the Airport Property.

17 16. In 1929, Douglas expanded its operations and use of the Airport
18 Property, ramping up production and testing of its early airliners, the DC-3 and
19 DC-4.

20 17. When the United States entered World War II in 1941, Douglas
21 became a major defense contractor, employing nearly 44,000 workers and
22 supplying hundreds of aircraft in support of the war effort. The Douglas jobs
23 transformed the City as new homes were built for the Douglas workers near the
24 Airport Property.

25 **United States’ Lease of the Airport Property**

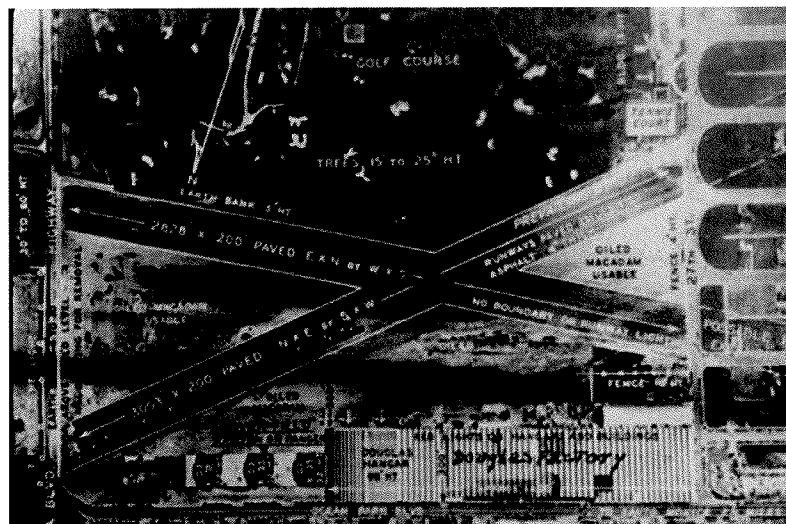
26 18. On May 27, 1941, President Franklin D. Roosevelt issued Presidential
27 Proclamation 2487, which declared that the United States was faced with an
28 “unlimited national emergency” which required “military, naval, air and civilian

1 defenses be put on the basis of readiness to repel any and all acts or threats of
2 aggression directed toward any part of the Western Hemisphere.”

3 19. In December 1941, the City leased the Airport Property to the United
4 States to aid in the war effort and so that the United States could provide military
5 protection for Douglas—a major military contractor—during the war. The United
6 States’ leasehold interest was accomplished through two separate leases covering
7 two adjoining parcels of land, which together comprised the Airport Property.

8 20. Lease No. W-04-193-ENG.4894 (the “Runway Lease”) leased
9 approximately 86 acres on the northern portion of the Airport Property that
10 consisted mostly of two runways laid out in an “X” configuration (see Figure 1,
11 below (photograph of X-configured runway at SMO)). The Runway Lease term
12 began on December 8, 1941 and was to end twelve months from the date of the
13 termination of Presidential Proclamation 2487. The City charged the United States
14 only \$1 for the entire term of the lease.²

15 **Figure 1**



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² The Runway Lease and its supplements are attached as Exhibit A to this Complaint.

1 21. Lease No. W3460-ENG.549 (the “Golf Course Lease”) went into
2 effect December 1, 1941, and leased to the United States for “[m]ilitary purposes”
3 approximately 83 acres on the southern portion of the Airport Property that
4 consisted of a golf course. The Golf Course Lease terminated on June 30, 1943
5 with an option of renewal annually thereafter until June 30, 1947. Under the Golf
6 Course Lease, the City required the United States to pay only \$150 per month to the
7 City.³

8 22. In 1944, the Santa Monica City Council passed Resolution No. 3536,
9 in which the City agreed to allow the United States the right to build a Project on
10 the Airport Property. As a condition to this agreement, the Civil Aeronautics
11 Administration “required that the City have certain property interests in the landing
12 area of the Airport and the lands to be improved.” Specifically, under Section 2 of
13 Resolution No. 3536, the City, “[i]n order to satisfy the Government” that the City
14 was “qualified to sponsor the Project,” warranted that it had “fee simple title to all
15 the lands comprising the present airport.” The City noted that such lands were held
16 in fee simple free from encumbrances, except for the City’s lease to Douglas, the
17 City’s lease to a gas utility company, and the City’s December 1941 leases to the
18 United States. Through Resolution No. 3536, the City reaffirmed its fee interest in
19 the land.

20 23. In 1944 and 1945, respectively, Supplement Number 1 to the Runway
21 Lease and the Golf Course Lease modified the leases to allow for the construction
22 of a new runway to accommodate larger aircraft. (See Figure 2 below (showing a
23 view of the new runway circa 1952).) Supplement Number 1 to the leases also
24 released the United States from its obligation to restore the leased parcels to their
25 original condition under the leases in exchange for the United States’ conveyance

26 ³ The Golf Course Lease and its supplements are attached as Exhibit B to this
27 Complaint.
28

1 of any improvements to the property and cash payments to the City. The payments
2 to the City were then reinvested in the Airport Property in order to obtain additional
3 land and fund the improvements. Supplement Number 1 to the Golf Course Lease
4 also extended the lease term until twelve months after the termination of
5 Proclamation 2487 (i.e., to align the lease term with that of the Runway Lease) and
6 reduced the rent to \$1 for the entire duration of the lease.

7 **Figure 2**



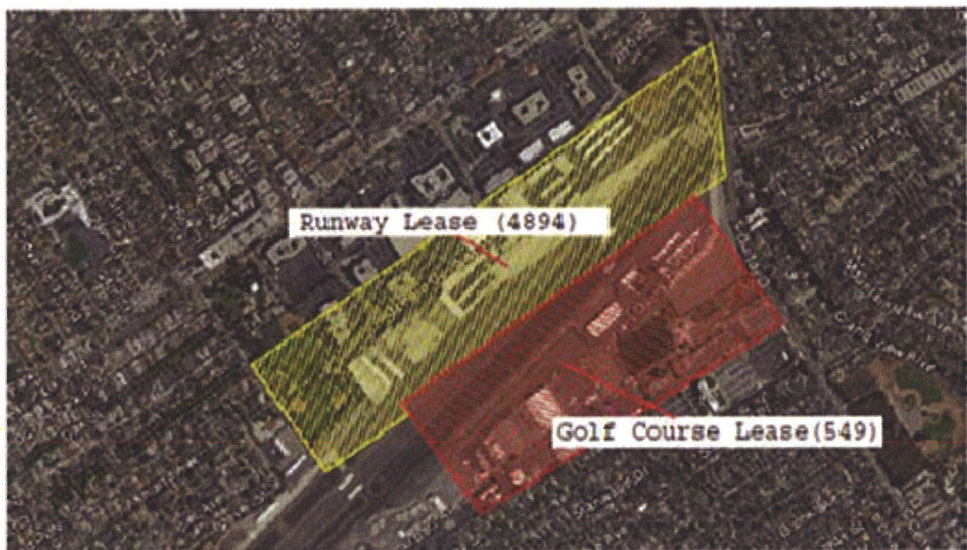
20 24. In April 1945, the United States condemned a number of residential
21 properties on approximately 20 acres of the west side of the airport. The properties
22 were purchased by the United States *using City funds* in order to expand the
23 Airport.

24 25. In November 1945, the Airport Property was further expanded when
25 Douglas conveyed an approximately 15 acre parcel on the Airport's south side to
26 the City by grant deed.

27
28

1 26. Figure 3 below is an aerial view of the modern airport, including all
2 acquired parcels, with overlays of the Runway Lease (yellow) and Golf Course
3 Lease (red).

4 **Figure 3**



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15 27. The City made significant investments in the Airport Property from
16 1941 to 1946 to support the war effort and protect Douglas employees that lived
17 and worked in the community. Furthermore, the City invested a significant amount
18 of its own funds into the Airport and collected only nominal rent from the United
19 States.

20 28. At the end of World War II, the United States determined that it was
21 no longer necessary to maintain a presence at the Airport Property to protect
22 Douglas. Accordingly, the United States and the City modified both the Runway
23 and Golf Course Leases through a Supplement Number 2 to each lease. In
24 accordance with the language of these second supplemental agreements entered into
25 on July 15, 1946, the United States stopped maintaining and operating the airport
26 and paying rent. Thus, since 1946, the City has continuously maintained and
27 operated the airport.

1 29. Because the United States had not yet surrendered its leasehold interest
2 and Proclamation 2487 had not been terminated, from July 1946 until 1948, the
3 City operated the Airport under a right of entry from the United States. The City,
4 as always, retained its fee interest in the land.

5 **The United States Surrenders Its Leasehold**

6 30. On July 29, 1946, the War Assets Administration (“WAA”) issued
7 Form SPB-5 *Declaration of Surplus Real Property* concerning the Airport Property,
8 declaring as surplus the United States’ leasehold interest in the Runway Lease and
9 Golf Course Lease. On January 9, 1947, the United States made the determination
10 that its 168 acre leasehold interest at the Airport Property, along with any
11 improvements, should be disposed of under the Surplus Property Act of 1944
12 (“SPA”). By April 1948, the WAA had agreed to surrender its leasehold interest in
13 the Airport to the City pursuant to the SPA and its implementing regulations.

14 31. On August 10, 1948, the United States officially surrendered its
15 leasehold interest in the Airport Property to the City pursuant to a 1948 Instrument
16 of Transfer. The Instrument of Transfer provided certain restrictions on the
17 property, including non-discrimination restrictions and public use requirements.

18 32. In order to enforce these restrictions, the Instrument of Transfer
19 included a “reversion clause,” which provides that, in the event any of the
20 restrictions or conditions set forth in the Instrument of Transfer is not met, “the
21 title, right of possession, and all other rights transferred by the instrument” to Santa
22 Monica shall, at the option of the government, “revert” to the government “sixty
23 (60) days following the date upon which demand to this effect is made in
24 writing[.]” The reversion clause, which by its terms only applies to rights
25 transferred pursuant to the Instrument, is set forth in its entirety in Figure 4 below.⁴

26
27 ⁴ The Instrument of Transfer is attached as Exhibit C.
28

Figure 4

(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.

33. A resolution of the Santa Monica City Council confirmed that the intent of the Instrument of Transfer was only to surrender the United States' leasehold interest in the Airport Property. Through Resolution No. 183, the City confirmed that the United States of America "does surrender to the City of Santa Monica [its] lease-hold interest in and to the premises[.]" The Instrument of Transfer did not convey title in the land as the City always maintained its fee interest in the Airport Property. The Instrument of Transfer, therefore, is not a deed transferring title to real property; it is merely a surrender of the United States' leasehold interest back to the City.

34. The City Council never agreed to, or even considered, forfeiting its police powers over the Airport Property for all time. Nor could the City Council do so, because all governments must maintain their flexibility to protect the public welfare through unpredictably changing times and circumstances. The City Council could not have contracted away the right of future Councils to address emerging community needs. No such express or implied contract was created.

1 35. In 1949, the United States transferred to the City through quitclaim
2 deed the 20 acres acquired through condemnation by exercise of federal war powers
3 and paid for with City funds. This property is not covered by the Instrument of
4 Transfer.

5 36. On April 28, 1952, President Truman proclaimed that the national
6 emergency declared in 1941 no longer existed and terminated Proclamation 2487.
7 Accordingly, the already-surrendered Runway and Golf Course Leases expired, by
8 their own terms, on April 28, 1953.

9 **The Pure Jets Nuisance**

10 37. In the 1960s, the first civilian jets began using the Airport. These
11 “pure jets” were ten times louder and more polluting than the present-day fan jets.
12 The noise impact on adjacent neighborhoods was severe.

13 38. In 1967, a large group of City residents living near the Airport sued the
14 City, claiming jet operations had damaged their property value and created a
15 nuisance. The California Supreme Court held that, although the plaintiffs’ evidence
16 failed to establish their case, the City could be sued by residents for Airport impacts
17 on nuisance and other theories. (*Nestle v. City*, 6 Cal. 3d 920 (1972)). Thereafter,
18 the City considered a wide range of regulations to shield itself from liability,
19 including a jet ban, jet curfew, and even Airport closure. A jet curfew was enacted.

20 **The City’s Plan for Airport Closure and the 1984 Settlement Agreement**

21 39. In the late 1960s, there was a growth in general aviation nationwide,
22 and Santa Monica Airport operations (takeoffs and landings) reached an all-time
23 high of over 356,000 per year. Santa Monica residents began expressing their
24 concern about the impact of the increased air travel on the City.

25 40. In response to the rising tide of resident apprehensions, various
26 aviation associations also began expressing their concerns if the Airport operations
27 were to end. The FAA recognized and responded to these aviation-related concerns
28 in an April 1971 letter to the then Senior Vice President of the Aircraft Owners and

1 Pilots Association, Max Karant. The FAA stated its position that once the City's
2 grant assurance obligations ended, "Santa Monica Airport is vulnerable to being
3 discontinued and used for non-aviation purposes." The FAA characterized "the
4 challenge" it faced with regards to the Airport as needing to convince Santa Monica
5 residents of "the good things aviation offers[.]" The FAA did not take the position
6 that the City was obligated to operate the Airport in perpetuity.

7 41. In 1975, to alleviate the impact on Santa Monica residents, the City
8 Council adopted ordinances to reduce aircraft noise, including a total jet ban, a ban
9 on helicopter flights, a noise limit, a night curfew, and a weekend and holiday ban
10 on touch-and-go, stop-and-go, and low approach operations conducted during
11 fixed-wing flight training.

12 42. These ordinances led to litigation against the City by the Santa Monica
13 Airport Association ("SMAA litigation"). The FAA intervened in the case as
14 amicus curiae on behalf of the Airport Association and argued against the City's
15 ordinances. Ultimately, the ordinances were upheld with the sole exception of the
16 jet ban ordinance, which was struck down as disproportionately affecting newer
17 aircraft when there was insufficient evidence to show that newer aircraft were more
18 dangerous or noisier than older aircraft. Both parties appealed, but the Ninth
19 Circuit affirmed the conclusion of the district court. The Ninth Circuit recognized
20 that Federal law does not preempt the City as "airport proprietor" from adopting
21 ordinances intended to limit its liability and protect the City's "human
22 environment," as long as those ordinances are not unconstitutionally
23 discriminatory.

24 43. In 1979, while the appeal of the SMAA litigation was pending, the
25 City Council adopted Ordinance No. 1137, which imposed a lower decibel limit at
26 the Santa Monica Airport.

27 44. Ordinance No. 1137 also prompted litigation against the City, this time
28 by the National Business Aircraft Association ("NBAA litigation"), which argued

1 that the decibel limit in Ordinance No. 1137 was a disguised jet ban, and thus was
2 impermissibly discriminatory for the same reasons as the jet ban ordinance at issue
3 in the SMAA litigation. The NBAA litigation was assigned to the same district
4 court judge who heard the SMAA litigation. Again, the FAA intervened as amicus
5 curiae on behalf of the Airport Association and argued against the Ordinance. In
6 November 1979, the court enjoined the City from enforcing Ordinance No. 1137,
7 and litigation of the case continued.

8 45. In June 1981, while the NBAA litigation was pending, the City
9 Council adopted Resolution No. 6296 (CCS) declaring its intention to close the
10 Airport when legally possible. In 1982, after Resolution No. 6296 was passed, the
11 parties to the NBAA litigation agreed that the lawsuit would be conditionally
12 dismissed provided the City adopted a new “Airport Master Plan” and “Noise
13 Mitigation Project” by November of 1983.

14 46. Thereafter, in 1983, the City adopted a new Master Plan for the
15 Airport Property that created two new Fixed Base Operators (“FBOs”) on the north
16 (non-residential) side of the Property and released aviation land on the south side of
17 the Airport Property for non-aviation purposes. The NBAA litigation was
18 dismissed.

19 47. Although the adoption of Resolution No. 6296 and the creation of the
20 new Master Plan led to the dismissal of the NBAA litigation, these actions also
21 prompted several Part 13 (the equivalent of today’s Part 16) proceedings to be filed
22 against the City by airport users. As a result of the multiple Part 13 complaints, the
23 City engaged in negotiations with the FAA concerning the future of the Airport.
24 These negotiations were intended to settle the then-pending Part 13 proceedings.

25 48. Ultimately, the negotiations between the City and the FAA culminated
26 in the signing of a “Settlement Agreement” in 1984 (“the 1984 Agreement”). The
27 1984 Agreement provided that the City would operate and maintain the Airport
28

1 Property as an airport until July 1, 2015.⁵ There is no mention in the 1984
2 Agreement that the City must operate the Airport in perpetuity. Nor is there an
3 assertion that the FAA had a property interest in the Airport Property.

4 49. The 1984 Agreement also recognized the City's authority to mitigate
5 aircraft impacts through the existing noise limit, jet curfew, helicopter ban, and
6 pattern flying restrictions. It further limited the number of aircraft tie-downs,
7 removed land from aviation use, and provided for the relocation of aviation
8 facilities to the north side of the Airport, away from residential neighborhoods.

9 50. In June 1994, the City accepted its last federal grant for airfield
10 improvements, in exchange for contractual promises to maintain the Airport for the
11 use and benefit of the public for the useful life of improvements made with federal
12 funds, but no more than twenty years from the date of execution of the federal grant
13 agreement. As of June 2014, therefore, the Airport will owe no further obligations
14 to the United States under any federal grant agreement contracts.

15 51. Until recently, and as reflected in the 1984 Agreement, the FAA has
16 consistently recognized the City's ability to reevaluate the future of the Airport.

17 52. For example, in a 1998 Part 16 administrative proceeding involving a
18 dispute over the City's refusal to offer long term leases to two airport tenants
19 beyond 2015, the FAA issued a Director's Determination discussing the 1984
20 Agreement and again demonstrating the FAA's position that the City had the ability
21 to reevaluate the future of the Airport. The Director states: "[The 1984] Settlement
22 Agreement makes clear that the City is obligated to operate the Airport only for the
23 duration of the [1984] Agreement (through July 1, 2015) . . . To the extent that
24 Complainants and [the Airport Association] seek to prevent the future closure of the
25 Airport or require the City to operate the Airport beyond July 1, 2015, *that is a*

26
27 ⁵ The 1984 Agreement is attached as Exhibit D.
28

1 *local land use matter*. . . . When the City’s last grant agreement expires in
2 approximately 2014, the AIP grant sponsor assurances will no longer require the
3 City to operate the Airport as an airport.” (FAA Docket No. 16-99-21; Director’s
4 Determination, pp. 22-23 (emphasis added).)

5 53. An appeal of the Director’s Determination resulted in the FAA issuing
6 its Final Agency Decision on the issue in 2003. The Final Agency Decision
7 affirmed the Director’s Determination regarding the City’s obligations to operate
8 SMO as an airport only through July of 2015. While discussing the 1984
9 Settlement Agreement, the FAA Administrator concluded that the Settlement
10 Agreement “provided a conceptual blueprint” by which the City was required to
11 maintain “SMO’s role in the National Airport System as a general aviation reliever
12 airport until July 1, 2015.” (FAA Docket No. 16-99-21; Final Agency Decision,
13 p. 3.) This Final Agency Decision constitutes a “final agency action” under the
14 federal regulations applicable to Part 16 proceedings.

15 **Litigation Regarding the City’s Aircraft Conformance Program**

16 54. In 2001, to address the safety and liability risks inherent in the increase
17 of Category C and D aircraft traffic at SMO⁶, a study commissioned by the City
18 Council recommended the “Aircraft Conformance Program” to promote safety and
19 to conform airport usage to be consistent with the purpose of the 1984 Agreement.⁷

20 55. Among other things, the Aircraft Conformance Program called for
21 expanding the distance from the runway ends to the airport perimeter in the
22 interests of safety, which would require shortening the runway. The result would
23

24
25 ⁶ SMO is an FAA-classified B-II airport.

26 ⁷ Category C and D aircraft are large jets with landing approach speeds that
27 exceed 140 miles per hour. Approach speed is determined at the point the aircraft
28 passes over the runway threshold.

1 be a runway that could not accommodate large Category C and D aircraft due to
2 their need for a longer runway for takeoff and landing.

3 56. On December 10, 2002, the City Council unanimously approved the
4 Aircraft Conformance Program in principle and directed staff to continue to seek a
5 voluntary agreement with the FAA to implement it. The FAA refused the City's
6 efforts to reach a voluntary agreement despite several years of good faith
7 negotiations by the City.

8 57. The City Council then asserted its airport proprietor's rights in 2008
9 and promulgated an ordinance, intended to promote safety and protect adjacent
10 neighborhoods from aircraft overruns, by prohibiting the generally larger, faster
11 category C and D aircraft from using the Airport ("the Ordinance").

12 58. On March 26, 2008, the FAA issued an Order to Show Cause to the
13 City seeking to prohibit the City from enforcing the Ordinance, and—*for the first*
14 *time*—claimed that the Surplus Property Act of 1944 and the 1948 Instrument of
15 Transfer obligated the City to operate the Airport Property in perpetuity as an
16 airport or ownership of the airport would revert to the United States.

17 59. In April 2008, the FAA issued a Cease and Desist Order, and later
18 obtained a temporary restraining order and preliminary injunction prohibiting the
19 City from enforcing the Ordinance, claiming that the City's attempt to conform
20 Airport operations to federal runway safety standards violated federal law.

21 60. After the preliminary injunction was issued, the City and the FAA
22 proceeded through the FAA's administrative review process regarding the C and D
23 jet ban, and on May 27, 2008, the FAA issued a Director's Determination, in which
24 the FAA found that the Ordinance unreasonably and unjustly discriminated
25 between aircraft and thereby violated the grant assurances, the 1948 Instrument of
26 Transfer, and the 1984 Agreement.

27 61. The City then requested a hearing. The hearing was held over four
28 days in March 2009, before the FAA Hearing Officer. In his Initial Decision, the

1 Hearing Officer essentially affirmed the Director’s Decision, holding that the
2 Ordinance was contrary to the City’s obligations under grant assurance 22
3 (economic non-discrimination), the 1984 Settlement Agreement, and the 1948
4 Instrument of Transfer. Both the City and the FAA appealed the Hearing Officer’s
5 Initial Determination to the Administrator of the FAA.

6 62. On July 8, 2009, the FAA issued its Final Agency Decision, holding
7 that the City was bound under grant assurance 22, and that the Ordinance was
8 contrary to non-discrimination requirements of grant assurance 22. Accordingly,
9 the Final Agency Decision affirmed the Initial Decision with regards to the City’s
10 obligations under grant assurance 22. However, the Final Agency Decision also
11 held that the City’s “obligations under the 1984 Settlement Agreement are not a
12 proper subject in a proceeding under [Part 16] because that Agreement was not
13 incorporated in the Grant Assurances.” (FAA Docket No. 16-02-08, Final Agency
14 Decision at 4.) Accordingly, the Final Agency Decision reversed the Initial
15 Decision with regards to whether the Ordinance was contrary to the 1984
16 Settlement Agreement. (*Id.*) The Final Agency Decision also reversed the Initial
17 Decision with regards to its holding concerning the Surplus Property Act and the
18 Instrument of Transfer, noting that it was “not necessary to decide whether the
19 Ordinance [was] contrary to the Surplus Property Act.” (*Id.*)

20 63. In September 2009, the City appealed the Final Agency Decision
21 regarding the Ordinance to the D.C. Circuit. The D.C. Circuit, applying a highly
22 deferential standard of review, concluded that the FAA did not “act arbitrarily or
23 capriciously when it concluded” that the Ordinance was “contrary to grant
24 assurance 22’s requirement[s.]” (Case No. 09-1233, D.C. Cir. 2011.)

25 64. The D.C. Circuit declined to address whether the Ordinance violated
26 the 1984 Settlement Agreement or the Instrument of Transfer. The D.C. Circuit
27 also found it unnecessary to reach the issue of whether the City’s action to regulate
28 safety at the Airport was preempted by federal law. The D.C. Circuit noted,

1 however, that the 1984 Settlement Agreement “would remain effective until July 1,
2 2015” and required the City to “operate and maintain SMO ‘as a viable functioning
3 facility without derogation of its role as a general aviation reliever’ until that date.”
4 (*Id.* at 4 (emphasis added).)

5 **The City Evaluates the Future of the Santa Monica Airport**

6 65. In December 2010, in anticipation of the expiration of the 1984
7 Settlement Agreement, the City Council directed staff to proceed with a
8 comprehensive public process regarding the Airport’s future. The result was a
9 March 2013 report outlining a three-phased “Visioning Process.”

10 66. Though the Visioning Process report did not take a position on
11 whether the Airport should close at the expiration of the 1984 Agreement, it did
12 conclude that the status quo at the Airport is not acceptable to City residents.

13 67. In an attempt to avoid litigation, City staff members met with FAA
14 representatives several times in the last three years to convey community concerns
15 about impacts and the City’s position about its authority to determine the Airport’s
16 future. The FAA representatives willingly met and listened; however, the Agency
17 was unwilling or unable to agree to, or even to negotiate on, any compromise as to
18 the Airport’s future operation. Notably, FAA representatives steadfastly
19 maintained that the City is obligated to continue operating the Airport in perpetuity
20 under the Instrument of Transfer, that the operational status quo must be
21 maintained, and that no agreements to the contrary could be made outside of the
22 context of litigation.

23 **FAA Guidance Concerning Reversionary Interests**

24 68. The FAA’s inflexible position concerning the reversion clause is
25 contrary to published FAA guidance on reversionary interests created by property
26 conveyances under the Surplus Property Act.

27 69. The FAA has published an “FAA Airport Compliance Manual”
28 through FAA Order 5190.6B (“Airport Compliance Manual”). According to the

1 FAA, the Airport Compliance Manual “sets forth policies and procedures for the
2 FAA Airport Compliance Program.” The Airport Compliance manual also
3 “provides basic guidance for FAA personnel” concerning certain issues, including
4 interpretation of conditions related to the conveyance of property.

5 70. Chapter 23 of the Airport Compliance Manual addresses “Reversion of
6 Airport Property.” Section 23.3 of that Chapter specifically sets forth how far—in
7 the FAA’s view—reversionary rights extend. Specifically, Section 23.3 provides
8 that the right of reverter “extends only to the title, right of possession, or other
9 rights vested in the United States at the time the United States transferred the
10 property described in the instrument to the grantee.” Section 23.3 is reproduced in
11 full as Figure 5, below.

12 **Figure 5**

13
14 09/30/2009

5190.6B

15
16 **Chapter 23. Reversions of Airport Property**

17 **23.3. Right of Reverter.** The instrument of conveyance from the federal government must
18 specify the right to have property interest revert to a federal agency and title revert in the United
19 States. This right extends only to the title, right of possession, or other rights vested in the United
20 States at the time the federal government transferred the property described in the instrument to
the grantee. The right may be exercised only at the option of the United States – with or without
the cooperation of a grantee – against all or part of the property in question.

21
22 71. Pursuant to the Airport Compliance Manual, the reverter right
23 contained in the Instrument of Transfer—if any—extended only to the United
24 States’ temporary leasehold interest in the Airport Property as that interest existed
25 at the time of the 1948 Instrument of Transfer; leasehold interests that would, by
26 their own terms, expire upon the conclusion of the War, when Presidential
27 Proclamation 2487 was terminated.

1 72. Presidential Proclamation 2487 was terminated on April 28, 1952.
2 Thus, on April 28, 1953, one year after Presidential Proclamation 2487 was
3 terminated, the United States' reverter right in the Airport Property ceased.

4 73. The FAA cannot create greater property rights than it had in 1948 and
5 there is no basis to claim that the FAA has any ability to disturb Santa Monica's fee
6 interest in the Airport Property under the Instrument of Transfer.

7 **FIRST CLAIM FOR RELIEF**
8 **(Quiet Title Action under 28 U.S.C. § 2409a)**

9 74. Plaintiff incorporates by reference the allegations set forth in
10 paragraphs 14 to 73.

11 75. This is an action pursuant to 28 U.S.C. § 2409a to quiet title to certain
12 real property located within this judicial district in Los Angeles County, California
13 and more particularly described in the Runway Lease (Ex. C) as follows:

- 14 a. Parcel 1: All that portion of the Santa Monica Municipal
15 Airport lying between a line 700.13 feet southeasterly from and
16 parallel to the south-easterly line of Ocean Park Boulevard,
17 measured at right angles thereto, and a line 1600 feet
18 southeasterly from and parallel to the said south-westerly line of
19 Ocean Park Boulevard measured at right angles thereto and
20 extending from 25th Street, in the City of Santa Monica, to
21 Bundy Drive in the City of Los Angeles, California.
- 22 b. Parcel 2: All of that certain parcel of real property adjoining the
23 above described Parcel 1, on the southeasterly line thereof,
24 having 100 feet of frontage on said 25th Street, in City of Santa
25 Monica, California, being rectangular in shape and having a
26 uniform depth of 765.87 feet.

1 76. This action also seeks to quiet title to certain real property located
2 within this judicial district in Los Angeles County, California and more particularly
3 described in the Golf Course Lease (Ex. D) as follows:

4 a. That portion of the Santa Monica Municipal Golf Course, in the
5 City of Santa Monica, County of Los Angeles, State of
6 California, described as follows: Bounded on the Northwest by
7 a line parallel to and distant 1800 feet southeasterly from the
8 southeasterly line of Ocean Park Boulevard, measured at right
9 angles to Ocean Park Boulevard; bounded on the northeast by
10 the southwesterly line of Centinela Avenue, bounded on the
11 southeast by the City Limit line of the City of Santa Monica,
12 California, and bounded on the southwest by the northeasterly
13 line of Twenty-seventh street in the said City, containing
14 approximately 85 acres, together with the two-one story frame
15 utility and repair shops containing approximately 2600 square
16 feet and all of the one store stucco Club House, excepting the
17 Golf Shop, restaurant and lobby, consisting of approximately
18 2400 square feet. Also Lot A of the George Tract, as per map
19 recorded in Book 16, Page 21 of Maps, Records of said County,
20 said lot being included in the above mentioned 85 acres.

21 77. The City of Santa Monica is the owner in fee simple of the property
22 described above. (*See supra*, ¶ 15.)

23 78. Under 28 U.S.C. § 2409a, the United States has consented to be sued in
24 civil actions to adjudicate disputes regarding title to real property in which the
25 United States claims an interest.

26 79. This court has exclusive jurisdiction over the subject matter of this
27 action pursuant to 28 U.S.C. § 1346(f).
28

1 80. The City of Santa Monica acquired fee simple title to the property
2 described above from Herbert W. Stanton, Alice B. Stanton, Forrest Q. Stanton,
3 Elizabeth P. Stanton, Edwin L. Stanton, and Evelyn C. Stanton, prior owners of
4 such property, on August 30, 1926, at which time the City received a grant deed to
5 such property. Certain additional property comprising the Airport Property was
6 obtained in fee simple prior to December 1941 when the Runway and Golf Course
7 Leases were executed.

8 81. The United States has never challenged the City's chain of title or
9 Santa Monica's right, title, and interest in fee simple absolute to the Airport
10 Property that was leased to the United States during World War II.

11 82. The United States claims a reversion fee interest in the property was
12 created by the Instrument of Transfer. The FAA has asserted that title to the
13 Airport Property will revert to the United States if the purported airport use
14 condition in the 1948 Instrument of Transfer is not met (i.e., if the City decides to
15 close any portion of the Airport to aviation use). The FAA makes this assertion
16 despite the fact that the only interest in the Airport Property by the United States
17 was a World War II era lease, which expired by its own terms over sixty years ago.

18 83. Santa Monica first learned of the existence of the claim of reversion
19 interest of full title to the Airport Property on or after March 26, 2008, through the
20 FAA's Order to Show Cause.

21 84. However, the United States never had any right, title or interest in the
22 Airport Property other than the leasehold interests that were surrendered to the City
23 by the 1948 Instrument of Transfer and which otherwise expired by their own terms
24 in 1953.

25 85. The reverter clause in the Instrument of Transfer does not vest title
26 upon breach of a covenant or restriction. The reverter only applies to the rights
27 transferred under the 1948 Instrument of Transfer, a leasehold interest. This
28 leasehold interest expired by its own terms in 1953. The improvements to the

1 Airport Property were paid for with City funds, or were exchanged prior to
2 execution of the Instrument of Transfer in return for the City's release of the United
3 States from its obligation to return the property to its original condition and
4 additional cash compensation to the City, or have exceeded their useful life.

5 86. There is no basis for the United States to receive title to the Airport
6 Property if Santa Monica determines not to operate an airport after 2015. Under the
7 Instrument of Transfer, the United States has no remaining interest that can revert.

8 87. To the extent the United States claims any interest remains to be
9 reverted under the reversion clause of the 1948 Instrument of Transfer, the 1984
10 Agreement releases the City of any obligation to operate the Airport Property as an
11 airport after July 1, 2015.

12 88. A declaration concerning the City's rights to the Airport Property is
13 necessary at this time due to the upcoming expiration of the 1984 Settlement
14 Agreement.

15 89. The City requests a judgment by this Court declaring that the claims of
16 defendant United States to the described real property are of no validity whatsoever,
17 and that this Court declare that the City is the owner in fee simple of such real
18 property and that defendant United States has no right, title, or interest in the
19 property.

20 **SECOND CLAIM FOR RELIEF**

21 **(For Violation of the Fifth Amendment to the U.S. Constitution-Taking)**

22 90. Plaintiff incorporates by reference the allegations set forth in
23 paragraphs 14 to 73.

24 91. The "Takings Clause" of the Fifth Amendment of the United States
25 Constitution provides that "private property [shall not] be taken for public use
26 without just compensation."

27 92. Property taken by the United States from a state or local entity is
28 considered "private property" for purposes of the Fifth Amendment.

1 93. The United States has constructively confiscated the Airport by
2 requiring the City to operate the property as an airport in perpetuity.

3 94. Santa Monica purchased title to the Airport Property in fee simple in
4 1926.

5 95. To aid in the war effort, Santa Monica leased the Airport to the United
6 States under the terms described above.

7 96. The United States never owned the Airport Property; it only had a
8 leasehold interest in the property.

9 97. Despite lacking ownership of the Airport, the FAA has decided and
10 proclaimed that Santa Monica is required to operate the Airport in perpetuity.

11 98. This is constructive confiscation of the Airport because Santa Monica
12 is prohibited from using the property for other purposes required for the benefit of
13 its citizens. Thus, the United States has effectively seized the Airport Property.

14 99. The damage that the City would incur from this illegal and
15 unconstitutional taking is not compensable through monetary damages. The taking
16 would prevent the City from using the land in its sovereign capacity and for
17 whatever purposes it deems fit under the City's inherent governmental and
18 proprietary power. Further, this taking impinges upon the City's police powers to
19 protect the public, address emerging community needs, and enforce order within the
20 City consistent with the City's policies and the citizens' priorities. The value that
21 the City will lose if this illegal and unconstitutional taking is effectuated cannot be
22 quantified in monetary terms. The United States cannot condition the ability of the
23 City and its citizens to use the land on the City's forfeiture of its inherent
24 constitutional rights.

25 100. The United States did not and cannot provide just compensation for the
26 loss of the City's sovereign rights. The United States did not justly compensate
27 Santa Monica in any way in exchange for the requirement that it operate the Airport
28 in perpetuity.

1 101. The United States did not give Santa Monica title to the Airport
2 Property because the United States never had title to convey.

3 102. Any improvements to the land were not just compensation. The
4 improvements were previously passed to Santa Monica (along with additional
5 compensation) in exchange for the release of the United States' obligation to return
6 the land to its original condition and cash compensation paid to the City.

7 103. This constructive confiscation constitutes a taking without just
8 compensation in violation of the Fifth Amendment of the United States
9 Constitution.

10 104. In order to resolve this controversy, the City requests that, pursuant to
11 28 U.S.C. § 2201, this Court declare the respective rights of the parties in this
12 matter. In particular, this Court should declare that the City is the owner of the
13 Airport Property in fee simple, and that the United States' act of constructive
14 confiscation of the Airport Property is violative of the Fifth Amendment's
15 protection against taking without just compensation.

16 **THIRD CLAIM FOR RELIEF**

17 **(For Violation of the Fifth Amendment to the U.S. Constitution-**
18 **Regulatory Taking)**

19 105. Plaintiff incorporates by reference the allegations set forth in
20 paragraphs 14 to 73.

21 106. The "Takings Clause" of the Fifth Amendment of the United States
22 Constitution provides that "private property [shall not] be taken for public use
23 without just compensation."

24 107. The FAA's stance that the City is required to use the Airport Property
25 as an airport in perpetuity deprives the City of any other use of the property.

26 108. The damage that the City would incur from this illegal and
27 unconstitutional taking is not compensable through monetary damages. The taking
28 would prevent the City from using the land in its sovereign capacity and for

1 whatever purposes it deems fit under the City's inherent governmental and
2 proprietary power. Further, this taking impedes on the City's police powers to
3 protect the public, address emerging community needs, and enforce order within the
4 City consistent with the City's policies and values. The value that the City will lose
5 if this illegal and unconstitutional taking is effectuated cannot be quantified. The
6 United States cannot condition the City's and the City's residents ability to use the
7 land on the City's forfeiture of its inherent constitutional rights.

8 109. The United States did not and cannot provide just compensation for the
9 loss of the City's sovereign rights. The United States did not justly compensate
10 Santa Monica in any way in exchange for the requirement that it operate the Airport
11 in perpetuity.

12 110. The United States did not give Santa Monica title to the Airport
13 Property because the United States never had title to convey.

14 111. Any improvements to the land were not just compensation. The
15 improvements were previously passed to Santa Monica (along with additional
16 compensation) in exchange for the release of the United States' obligation to return
17 the land to its original condition.

18 112. The prohibition by the United States on Santa Monica's use of the
19 Airport Property for any purpose other than an airport constitutes a regulatory
20 taking without just compensation in violation of the Fifth Amendment of the United
21 States Constitution.

22 113. In order to resolve this controversy, the City requests that, pursuant to
23 28 U.S.C. § 2201, this Court should declare the respective rights of the parties in
24 this matter and, in particular, this Court declare that the City is the owner of the
25 Airport Property in fee simple, and that the United States' act of requiring the City
26 to operate an airport in perpetuity is violative of the Fifth Amendment's protection
27 against taking without just compensation.
28

1 **FOURTH CLAIM FOR RELIEF**

2 **(For Violation of the Tenth Amendment to the U.S. Constitution)**

3 114. Plaintiff incorporates by reference the allegations set forth in
4 paragraphs 14 to 73.

5 115. The Tenth Amendment to the United States Constitution provides
6 “[t]he powers not delegated to the United States by Constitution, nor prohibited by
7 it to the States, are reserved for the States respectively, or to the people.”

8 116. Pursuant to the Tenth Amendment, the United States cannot
9 commandeer or otherwise demand and require a state or local government, or their
10 officials, to perform federal functions.

11 117. By requiring that Santa Monica operate the Airport in perpetuity, the
12 United States has commandeered Santa Monica for its own purposes.

13 118. Santa Monica purchased title to the Airport Property in fee simple in
14 1926.

15 119. Santa Monica used the property as an airport, but had no limitations on
16 what it could do on the property in the future.

17 120. The United States never owned the Airport Property; it only had a
18 brief leasehold interest in the property. Further, the United States’ leasehold in the
19 Airport Property was released through the 1948 Instrument of Transfer and the
20 leases expired by their own terms on April 28, 1953.

21 121. Despite lacking ownership of the Airport Property, the United States
22 has attempted to place, as a condition of surrendering its temporary leasehold
23 interest in the Airport Property, a requirement that Santa Monica agrees to
24 surrender its sovereignty and to operate the airport in perpetuity even if Santa
25 Monica does not wish to do so. This is coercion.

26 122. This coercive condition unconstitutionally forces Santa Monica to
27 forfeit its constitutional rights and to operate an airport as the FAA determines and
28 regardless of any contrary wishes of the City or its citizens.

1 123. The condition is also contrary to stated FAA policy. Chapter 23 of the
2 Airport Compliance Manual specifically addresses “Reversion of Airport Property.”
3 Section 23.3 of the Airport Compliance Manual provides that the right of reverter
4 “extends only to the title, right of possession, or other rights vested in the United
5 States at the time the United States transferred the property described in the
6 instrument to the grantee.” The United States government has never had a fee
7 simple interest in the Airport Property. The United States government did not have
8 a fee simple interest in the Airport Property at “the time the United States
9 transferred the property” back to Santa Monica under the Instrument of Transfer.
10 The only interest the United States had in the Airport Property was a leasehold
11 interest, which has since expired by its own terms.

12 124. The FAA’s acts and assertions will force Santa Monica to operate the
13 Airport against its wishes. This is against stated FAA policy, and also violates the
14 basic principal that the United States may not compel the states to enact or
15 administer a federal regulatory program.

16 125. The FAA’s acts and assertions therefore amount to a violation of Santa
17 Monica’s Tenth Amendment rights. Santa Monica is entitled to equitable relief
18 enjoining the FAA and the United States from further attempts to commandeer
19 Santa Monica to operate the Airport.

20 126. The City requests that, pursuant to 28 U.S.C. § 2201, this Court
21 declare the condition contrary to stated FAA policy, that the United States did not
22 have a fee simple interest in the Airport Property at the time the United States
23 transferred the property back to Santa Monica, and that the condition is violative of
24 Santa Monica’s Tenth Amendment right not to be compelled to enact or administer
25 a federal regulatory program.

26
27
28

1 **FIFTH CLAIM FOR RELIEF**

2 **(For Violation of the Fifth Amendment to the U.S. Constitution-Due Process)**

3 127. Plaintiff incorporates by reference the allegations set forth in
4 paragraphs 14 to 73.

5 128. The Fifth Amendment of the United States Constitution provides
6 “[n]o person shall be . . . deprived of life, liberty, or property without due process of
7 law.”

8 129. Santa Monica has an established and protected property interest in the
9 Airport Property; it has at all times owned the Property in fee simple.

10 130. By asserting a requirement that Santa Monica operate the Airport in
11 perpetuity, the United States deprived Santa Monica of its right to control the
12 Airport Property.

13 131. The FAA’s assertion that Santa Monica must operate the Airport in
14 perpetuity or else the Airport Property will revert to the United States Government
15 in fee simple is contrary to the FAA’s policy as set forth in the Airport Compliance
16 Manual. Chapter 23 of the Airport Compliance Manual specifically addresses
17 “Reversion of Airport Property.” Section 23.3 of the Airport Compliance Manual
18 provides that the right of reverter “extends only to the title, right of possession, or
19 other rights vested in the United States at the time the United States transferred the
20 property described in the instrument to the grantee.” The United States did not
21 have a fee simple interest in the Airport Property at “the time the United States
22 transferred the property” back to Santa Monica under the Instrument of Transfer, or
23 at any other time. The only interest the United States had in the Airport Property
24 was a leasehold interest, which has since expired by its own terms.

25 132. The FAA’s assertions, which are contrary to the policy set forth in the
26 Airport Compliance Manual, are arbitrary and capricious and will result in grave
27 unfairness to Santa Monica and its citizens.

28

1 133. The FAA’s decision to act contrary to the policy set forth in the
2 Airport Compliance Manual was made with the intent to coerce Santa Monica and
3 unconstitutionally deprive Santa Monica of its substantive due process and
4 sovereign rights related to the Airport Property. This decision was irrational, and
5 trammels on both Santa Monica’s sovereign rights and established property rights.
6 In this sense, the FAA’s assertion amounts to a deliberate flouting and abuse of
7 power in violation of the Fifth Amendment.

8 134. The FAA’s assertion that, in transferring the United States’ leasehold
9 back to the City, Santa Monica must operate the Airport in perpetuity, effectively
10 requiring a forfeiture of the City’s rights as a sovereign and property owner,
11 amounts to an unconstitutional restriction and condition.

12 135. The FAA’s assertions and decision therefore amount to a violation of
13 Santa Monica’s due process rights. Santa Monica is entitled to equitable relief
14 enjoining the United States and its agency, the FAA, from further impairing Santa
15 Monica’s rights to control the Airport Property.

16 136. The City requests, pursuant to 28 U.S.C. § 2201, that this Court
17 declare the FAA’s assertion that Santa Monica must operate an airport in perpetuity
18 is contrary to stated FAA policy, that the United States did not have a fee simple
19 interest in the Airport Property at the time it surrendered its leasehold interest in the
20 Airport Property to Santa Monica, and that the United States’ decision to act
21 contrary to FAA policy was in violation of Santa Monica’s due process rights under
22 the Fifth Amendment.

23
24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for relief as follows:

- 26 1. This Court render a declaratory judgment providing that the City of
27 Santa Monica has unencumbered title to the Airport Property.
- 28 2. This Court render a declaratory judgment providing that the City of

1 Santa Monica is the owner in fee simple of the Airport Property and title to the
2 Airport Property is quieted as against any interest of the United States.

3 3. This Court render a declaratory judgment providing that the claims of
4 the United States to the Airport Property are invalid and the United States has no
5 right, title, or interest in the Airport Property.

6 4. This Court render a declaratory judgment providing that the United
7 States' constructive confiscation of the Airport by prohibiting Santa Monica from
8 using the property for whatever purpose it desires constitutes a taking in violation
9 of the Fifth Amendment of the United States.

10 5. This Court render a declaratory judgment providing that the United
11 States' prohibition on Santa Monica from using the Airport Property for any other
12 purpose than as an airport constitutes a taking without just compensation in
13 violation of the Fifth Amendment of the United States Constitution.

14 6. This Court render a declaratory judgment that the United States' act of
15 placing a condition on the return of the Airport Property to Santa Monica was
16 coercion and that such coercion is contrary to stated FAA policies; and that this
17 coercion is violative of Santa Monica's Tenth Amendment right not to be
18 compelled to enact or administer a federal regulatory program.

19 7. This Court render a declaratory judgment that the United States'
20 decision to act contrary to stated FAA policy and its Congressional mandate with
21 respect to the City and the Airport Property is a deliberate flouting and abuse of
22 power in violation of Santa Monica's due process rights under the Fifth
23 Amendment.

24 8. This Court enjoin the United States from taking any action affecting
25 Santa Monica's right, title, or interest in the Airport Property.

26 9. This Court enjoin the United States from demanding or asserting in
27 any forum that Santa Monica must operate the Airport Property as an airport in
28 perpetuity.

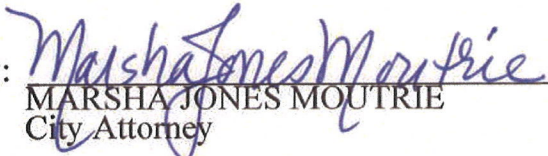
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10. This Court order that the United States shall cease and desist from taking any action to require Santa Monica to operate the Airport Property as an airport after the 1984 Agreement expires in July of 2015.

11. That this Court order such further relief as the nature of the case may require.


Dated: October 31, 2013

OFFICE OF THE CITY ATTORNEY
SANTA MONICA, CALIFORNIA

By: 
MARSHA JONES MOUTRIE
City Attorney

Dated: October 31, 2013

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