

**NO EXCISE TAX  
REQUIRED**

**FEB 09 2005**

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

After recording return to:  
Arlington Municipal Airport  
18204 59<sup>th</sup> Dr. NE  
Arlington, WA 98223



200502090465 5 PGS  
02-09-2005 01:53pm \$23.00  
SNOHOMISH COUNTY, WASHINGTON

Grantor: Wesley and Victoria Ruth  
Grantee: City of Arlington  
Legal (abbrev.): Portion Section 22, Township 31 North, Range 5 E., W.M.  
Tax parcel no.: 310522-004-004-00 & 310522-004-023-00  
Reference no.: City of Arlington File No. Z-04-052

## **ARLINGTON MUNICIPAL AIRPORT AVIGATION EASEMENT**

WHEREAS, Wesley and Victoria Ruth

Hereinafter called "Grantor", is the owner of that certain parcel of land situated in the City of Arlington, County of Snohomish, State of Washington, to wit:

That portion of Section 22, Township 31 North, Range 5 East, W.M., described as follows:  
Beginning 365 feet North of the Southeast corner of the Northeast quarter of the Southeast quarter; thence North 66 feet; thence West to Burlington Northern Railroad; thence Southerly along said right of way to a point West of the true point of beginning; thence East to the point of beginning (legal description from Treasurer's Deed No. 5102, Auditor's File No. 8512300289);

And also that portion of the Northeast quarter of the Southeast quarter of Section 22, Township 31 North, Range 5 East, W.M., described as follows:  
Beginning at a point 422 feet North of the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 22; thence North along the East line of said subdivision 350 feet; thence West 164 feet to the East line of the Northern Pacific Railroad right of way; thence

Southerly along said right of way to a point West of the point of beginning; thence East to the point of beginning;

Except County Road.

(Legal description from Deed of Trust dated December 1, 1999.)

hereinafter called "Grantor's Property", and outlined on the attached map.

NOW, THEREFORE, for good and valuable consideration to the Grantor, the receipt and sufficiency of which is hereby specifically acknowledged, the Grantor, its successors and assigns, subject to the provisions herein contained, hereby grants, bargains, sells and conveys unto the City of Arlington, State of Washington, its successors and assigns ("Grantee"), for use and benefit of the public, a perpetual easement and right-of-way over that portion of the Grantor's above-described land starting at 287' Mean Sea Level (MSL), in the vicinity of Arlington Municipal Airport, for the purpose of the passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any device now known or hereafter invented, used or designated for navigation of, or flight in the air) by whomsoever owned and operated in the air space to an infinite height above the surface of the Grantor's property, together with the right to cause in said air space noise, vibration and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operated at, or on Arlington Municipal Airport, located in Snohomish County, State of Washington. Grantor hereby waives, remises and releases any right or cause of action which Grantor has now, or which Grantor may have in the future against the Grantee, its successors and assigns, due to such noise, vibration, and other effects that may be caused by the operation of aircraft landing and taking off from, or operating on or near the Arlington Municipal Airport. The Grantor further covenants and agrees that upon said property (A) no use shall be permitted that causes a discharge into the air of fumes, smoke or dust which will obstruct visibility and adversely affect the operation of aircraft, nor shall any use be permitted which causes any interference with navigational facilities necessary to aircraft operation; and (B) no development or construction shall be permitted which will interfere in any way with the safe operation of aircraft in the air space over the land described herein or at or on the Arlington Municipal Airport.

This easement shall be effective and shall inure to the benefit of the Grantee, its successors and assigns, until the Arlington Municipal Airport shall be abandoned and shall cease to be used for airport purposes. It is specifically understood and agreed that this easement, its covenants and agreements shall run with the land, which is described herein. The Grantor, on behalf of itself, its successors and assigns, further acknowledges that the easements herein granted contemplate and include all existing and future operations at Arlington Municipal Airport, acknowledging that future aircraft numbers and types will most likely increase and noise patterns may also increase, and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of changes in the flight volume or noise, traffic patterns, runway lengths or locations or characteristics or type or category of aircraft using the Arlington Municipal Airport, City of Arlington, State of Washington.

OWNER:

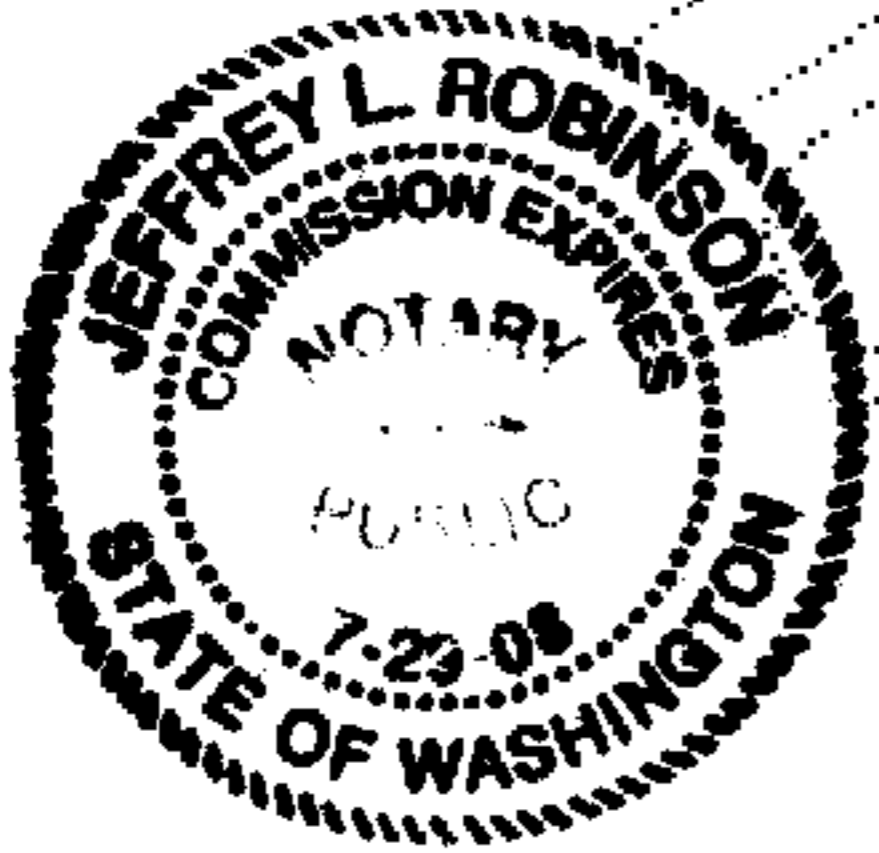
By: Wesley A Ruth  
Wesley Ruth

By: Victoria L Ruth  
Victoria Ruth

ACKNOWLEDGMENT

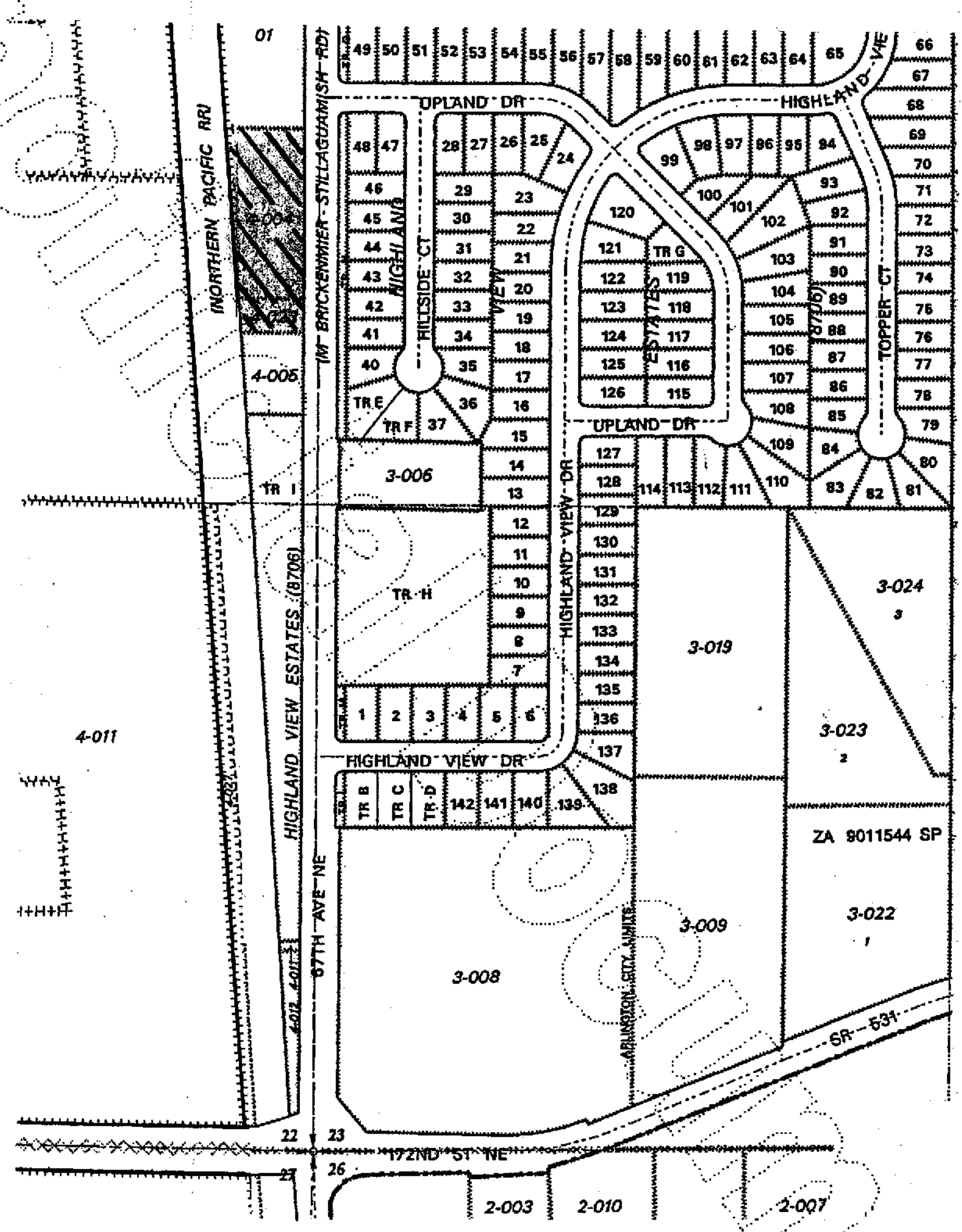
STATE OF Washington )  
COUNTY OF Snohomish ) SS.

The foregoing instrument was acknowledged before me by Wesley Ruth and Victoria Ruth this 4<sup>th</sup> day of February, 2005.



Jeffrey L. Robinson  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Everett  
My commission expires: 07-29-2008  
Name: JEFFREY L. ROBINSON

UNAPPROVED



UNAPPROVED