

REC'D BY SNOHOMISH COUNTY AUDITOR, DEAN V. WILLIAMS, County Auditor

8604020224

GOVERNMENTAL
DOCUMENT NO FEE

Return to: Airport-37
P.O. Box 1183
Marysville, WA 98270

AVIGATION AND HAZARD EASEMENT

WHEREAS, AIRPORT 37, a limited partnership under the laws of the State of Washington, Rainier Bank, a Washington Corporation, Employees Profit Sharing Trust plan of Rainier Bank, and RAMO, INC., a Washington corporation, hereinafter called the Grantor, are the owners in fee of that certain parcel of land situated in the City of Arlington, County of Snohomish, State of Washington, more particularly described as follows:

The Southwest quarter of the Northeast quarter of Section 15, Township 31 North, Range 5 East, W.M.;
EXCEPT that portion of the North 411.8 feet of the West 130 feet of said subdivision lying southeasterly of Cemetery Rd.; and
EXCEPT any portion of said subdivision lying Northwest of Cemetery Rd.

hereinafter called "grantor's property", (which property is known as Plat of Airport 37 and which is, or will be, recorded in Snohomish County, Washington; and

WHEREAS, the Grantor intends to grant an avigation and hazard easement as hereinafter in this instrument set forth; NOW, THEREFORE,

IN CONSIDERATION of MUTUAL BENEFIT and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

THE GRANTORS, for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell and convey unto the CITY OF ARLINGTON, a municipal corporation of the State of Washington, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, an easement, appurtenant to the Arlington Municipal Airport for the unobstructed passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated, over and across the Grantor's property as hereinabove legally described.

Said easement shall be as is found to exist as affecting the above described real estate within the identified airport imaginary surfaces defined and established with relation to the Arlington Municipal Airport Runways as follows:

**NO EXCISE TAX
REQUIRED**

APR 27 1988
MURIEL M. BROWN, Snohomish County Treasurer
Deputy

8604020224

VOL 1957 PAGE 2319

Approach Surface

A surface longitudinally centered on extended runway centerlines and extending outward and upward as follows:

Runway 15R/33L

Extends at a rate of 50 horizontal to 1 foot vertical from a point 200 feet from each runway end for a horizontal distance of 2,500 feet and from a width of 875 feet each side of centerline.

Runway 10/28

Extends at a rate of 20 feet horizontal to 1 foot vertical from a point 200 feet from each end of the runway for a horizontal distance of 1,000 feet and from a width of 125 feet each side of centerline to a width of 225 feet each side of centerline.

Transitional Surface

A surface which extends outward and upward at right angles to the runway centerlines and/or the extended runway centerlines at a slope of 7 feet horizontal to 1 foot vertical from the sides of the approach surfaces. These surfaces extend outward and upward for 1,050 feet from the edge of the taxiway surface or the edge of the runway surface whichever applies. The outer edge of the transitional surface shall run parallel with the applicable runway and extend for a distance of 200 feet beyond the end of the runway. From this point the edge tapers to the outer limit of the approach surface at each runway end.

Horizontal Surface

A horizontal plane 150.0 feet above the airport at elevation 290.5 feet MSL (mean sea level), the perimeter of which is established by swinging arcs of 10,000 foot radii from the center of each end of runway 15L/33R and connecting the adjacent arcs by lines tangent to those arcs.

Conical Surface

A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 feet horizontal to 1 foot vertical for a distance of 4,000 feet.

8604020224

The Grantee thus acquires the right to cause in all air space above the surface of Grantor's property to an infinite height above said imaginary plane such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on said Arlington Municipal Airport; and Grantors do hereby fully waive, remise, and release any right or cause of action

which they may now have or which they may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Arlington Municipal Airport.

The easement hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantor's property of any building, structure, tree, or other object extending into the air space above the aforesaid imaginary surfaces and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantor's property, together with the right of ingress to, egress from, and passage over Grantor's property for the above purposes.

TO HAVE AND TO HOLD said easement, and all right appertaining thereto unto the Grantee, its successors and assigns, until said Arlington Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

AND for the consideration hereinabove set forth, the Grantor, for themselves, their heirs, administrators, executors, successors and assigns, do hereby covenant and agree that for and during the life of said easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's property, any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereafter use or permit or suffer the use of Grantor's property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

Recorded by SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, County Auditor.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 14 day of Mar., 1986.

AIRPORT 37 INVESTORS, a limited partnership

By Arthur L. Corso
General Partner

By _____
General Partner

~~RAINIER BANK, a Washington Corporation~~

~~By _____
President~~

~~By _____
Vice President~~

~~RAINIER BANK Employees Profit Sharing Trust~~

Trustee

RAMO, INC., a Washington Corporation

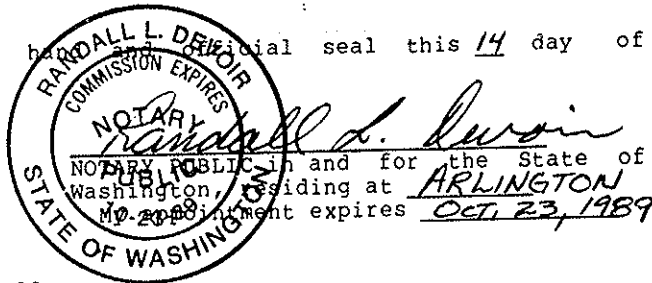
By Ralph D. Monty
President

By Mary Ann Monty
Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this day personally appeared before me Arthur L. Circo and to me known to be the individuals described in and who executed the within and foregoing instruments as the General partner of AIRPORT 37 INVESTORS, a limited partnership under the laws of the State of Washington, and acknowledged that they signed the same as the general partners of said limited partnership and as their free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that they are authorized by all of the partners of said AIRPORT 37 INVESTORS to sign this instrument for and on behalf of said limited partnership and to fully and completely bind said limited partnership and all members thereof to the fully extent permissible under the laws of the State of Washington.

GIVEN under my hand and official seal this 14 day of MARCH, 1986.



STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this day of _____, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the President and Secretary, respectively, of RAINIER BANK, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of Washington, residing at _____
My appointment expires _____

8604020224

VOL 1957 PAGE 2323

Recorded by: SNOHOMISH COUNTY AUDITOR, DEAN V. WILLIAMS, County Auditor.

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

This is to certify that on this ___ day of _____, 1986, before me the undersigned, a Notary Public, personally appeared _____ to me known to be the Trustee of RAINIER BANK EMPLOYEES PROFIT SHARING TRUST and on oath stated that he is authorized to execute the foregoing dedication on behalf of said trust and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year last above written.

NOTARY PUBLIC in and for the State of Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 14th day of March, 1986, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ralph G. Monty and Mary Ann Monty, to me known to be the President and Secretary, respectively, of RAMO, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Spanaway
My appointment expires 1-1-87



RECORDED

1986 APR -2 PM 2:38
DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH
Betty Danielson

8604020224