

Avigation Easement and Right-of-Way at Tacoma Narrows Airport (KTIW)
Pierce County, Washington

This indenture, made on _____ [date], between SBI Developing, LLC and its successors and assigns ["Grantor"], and the County of Pierce of the State of Washington, ("Grantee"), provides that:

1. The Grantor, for and in consideration of fulfillment of a condition of project approval, does hereby grant to the Grantee, its successors and assigns, a perpetual and assignable easement in and over that certain parcel of real property (the "Parcel") more particularly identified and described in exhibits attached to and made a part of this instrument, and a right-of-way for the free and unrestricted passage and flight of aircraft of the class, size and category as is now or hereinafter may be operationally compatible with the Tacoma Narrows Airport, in, through, across and about the airspace above an imaginary plane, as such plane is defined by Part 77 of the Federal Aviation Regulations, over said Parcel, as described below (the "Airspace").
2. The Airspace for avigation easement purposes above said Parcel consists of all of the air space above the imaginary plane that is described by Part 77 of the Federal Aviation Regulations.
3. The easement and right-of-way described in Paragraphs 1 and 2 includes but is not limited to:
 - a. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons or aircraft, of the class, size and category as is now or hereinafter may be operationally compatible with the Tacoma Narrows Airport, in, through, across or about any portion of the Airspace described above; and
 - b. The easement and right to cause or create, or permit or allow to be caused or created within the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke and all other effects as may be inherent in the proper operation of aircraft,

now known or hereafter used for navigation of or flight in air; and

c. The continuing and perpetual right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other objects which extend into said Airspace and the right to cut to the ground level and remove any trees which extend into the Airspace; and

d. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, said Parcel, and which extend into the Airspace; and

e. The right of ingress to, passage within, and egress from said Parcel, solely for the above stated purposes.

4. Grantor, on behalf of itself, its successors and assigns hereby covenants with the Grantee, as follows:

a. Grantor, its successors and assigns, will not construct, install, permit or allow any building, structure, improvement, lighting and/or illumination, tree, or other object on said Parcel, to extend into the Airspace, or to constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way herein granted; and

b. Grantor, its successors and assigns, will not use or permit the use of the Parcel in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon the Tacoma Narrows Airport and any aircraft.

5. The easement and right-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which now or hereinafter constitutes the Tacoma Narrows Airport, and shall further be deemed in gross, being conveyed to the Grantee for the benefit of the Grantee, and any and all members of the general public who may use said easement or right-

of-way, taking off from, landing upon, or operating such aircraft in or about the Tacoma Narrows Airport, or otherwise flying through said Airspace.

6. This grant of aviation easement shall not operate to deprive the Grantor, its successors or assigns, of any rights that it may otherwise have from time to time against any individual or private operator for negligent or unlawful operation of aircraft.

7. It is understood and agreed that these covenants and agreements run with the land and shall be binding upon the heirs, representatives, administrators, executives, successors, and assigns of the Grantor, and that for the purposes of this instrument, the Parcel shall be the servient easement and the Tacoma Narrows Airport shall be the dominant tenement.

8. The aviation easement, covenants and agreements described herein shall continue in effect until the Tacoma Narrows Airport shall be abandoned or shall cease to be used for public airport purpose, at which time it shall terminate.

9. Should any portion of this aviation easement be invalidated by local, state, or federal laws, then the remaining portion(s) of the easement remain in effect.

[Signatures]

[Date]

[Acknowledgment]

[Attached: Parcel Exhibits]