

This is a re-typed version of the latest easement agreement granted to Crest residents. It is greater and is assumed to supersede all previous agreements.

Easement for Small Aircraft Use

Stanley N. Nesland and Virginia S. Nesland, hereinafter referred to as Grantors or Airport Owners, grant to the owners of property hereinafter referred to as Grantees or Property Owners, in the following described plats:

Flying Acres – recorded in Vol. 92, Plates, pages 83 and 84;

Flying Acres #2 – recorded in Vol. 87, Plats, pages 94, 95 and 96;

Flying Acres #3 – recorded in Vol. 98, Plats, pages 99 and 100;

Proposed Plat of

Flying Acres #4 – recorded in Vol. 99, Plats, pages 22 and 23

all in King County, Washington

the right to use the airplane landing strip and taxiways of the Crest Airpark Airport located on the following described real property (see attached exhibit): until December 31, 2000, for the purchase of landing and taking off small private aircraft.

Property Owners shall have the option to extend this agreement for an additional 25 years to December 31, 2025, under the following conditions:

1. That at least 60% of the then property owners agree to pay 50% of the cost of maintenance of the landing strip and taxiways and 50% of the taxes assessed or attributable to the landing strip and taxiways.
2. During the extended period from January 1, 2001 to December 31, 2024, any Property Owner not contributing his share of the maintenance and taxes shall not have the right to use the landing strip and taxiways.
3. The right to use the landing strip and taxiways may be terminated during the extended period from January 1, 2001 to December 31, 2025 by agreement of 2/3 of the Property Owners.

The rights granted herein shall not prevent the Airport Owner from using the aircraft tie-down areas or from construction of buildings so long as the use of the runways and adjoining taxiways are not impaired.

The right herein granted may be terminated at any time prior to December 31, 2000 by agreement of 100% of the Property Owners.

This agreement shall be binding upon the heirs and assigns to the parties and shall run with the land.

Dated: 12/11/75
Stanley N. Nesland
Virginia S. Nesland

Duly noted and sealed by Notary Public