



202202230120

EASEMENT Rec: \$206.50

2/23/2022 9:44 AM 4 PG

SNOHOMISH COUNTY, WA

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

**NO EXCISE TAX
REQUIRED**

FEB 23 2022

BRIAN SULLIVAN, Snohomish County Treasurer

By BRIAN SULLIVAN *[Signature]*

Grantor: Don Kenney and Leah Lambert, husband & wife

Grantee: City of Arlington

Legal (abbrev.): Legal Description: Section 4 Township 30 Range 5, NW Qtr, NW Industrial Park, Block 000
D-00 -Lot 13, TGW Vac 41st Ave NE, per city of Marysville Ordinance #2313 Rec AFN
200705140512 & 200708030980

Tax parcel no.: 00716300001300

Reference no.:

**ARLINGTON MUNICIPAL AIRPORT
AVIGATION EASEMENT**

WHEREAS, Don Kenney and Leah Lambert, husband & wife,
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:

Snohomish County Tax parcel no.
00716300001300, a true legal description for
the property is attached as Exhibit "A";

hereinafter called "Grantor's Property".

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, in the airspace above Grantor's property above three
imaginary planes over Grantor's property. Said imaginary planes are hereinafter

known as the approach surface, transitional surface and horizontal surface and are described as follows:

Beginning at a point on the Southerly prolongation of the centerline of Northerly-Southerly Runway No. 16-34 a distance of 200 feet Southerly of the Southerly terminus of said runway, said point being at an elevation of 125.6 feet above mean sea level; thence extending Southerly on said centerline outward and upward (at a slope of 50 feet horizontal distance to 1 foot in elevation) a distance of 10,000 feet and then outward and upward (at a slope of 40 feet horizontal distance to 1 foot in elevation) an additional distance of 40,000 feet to elevation 1,335.8 feet above mean sea level and the terminus of said approach surface. Said approach surface being 1,000 feet wide, 500 feet on each side of said runway centerline prolonged when measured at the beginning point and extending to a width of 16,000 feet, 8000 feet on each side of said prolonged centerline, at the terminus of said approach surface.

Together with an easement and right-of-way in the airspace above the Grantor's property for unobstructed passage of all aircraft over transitional surfaces to the approach zone. Said transitional surfaces extend outward and upward at obtuse angles to each longitudinal edge of the approach surface on a slope of 7 feet horizontally for every 1 foot vertical elevation to a height of 150 feet above the ground surface.

Together with an easement and right-of-way in the airspace above the Grantor's property for unobstructed passage of all aircraft over horizontal surfaces above a horizontal plane at 287 feet above mean sea level (MSL).

The approach surface, transitional surface, and horizontal surfaces are further shown on the Height Hazard Zoning Map labeled as Figure 1 of Appendix Two of the Arlington Municipal Airport Airport Layout Plan Update dated June 2002 and is incorporated by reference and made a part hereof.

The Grantor agrees that the easement and rights hereby granted to the Grantee in and over said parcel are for the purpose of ensuring that the approach and transition areas shall remain free and clear of any structure, tree, or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing and taking off at the Arlington Airport; that these rights shall include, but not be limited to, the right to take any action necessary to prevent the erection or growth of any structure, tree, or other object into the airspace above that part of said area which is directly over said parcel; and to remove from such airspace, or mark and light as obstructions to air navigation, any and all structures, trees, or other object that may at any time project or extend above the said area, together with the right of ingress to, egress from, and passage over the land of the Grantor within the said area for such purposes.

In addition, there is hereby granted for use and benefit of the public, the right of flight for the unobstructed passage of all aircraft in the airspace above Grantor's property, together with the right to cause in all airspace above the surface of Grantor's property 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 Airport and Grantor does 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 Airport.

The Grantor shall not hereafter use or permit or suffer the use of Grantor's property in such 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.

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/GRANTOR:

By:  _____

ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Snohomish) SS.

INDIVIDUAL:

This record was acknowledged before me on 2/22/22 by Don Kenney.
(date) (name)



Caprice King
Notary Public for the State of Washington
My Commission Expires: 7/28/22

REPRESENTATIVE:

This record was acknowledged before me on _____ by _____
(date)
_____ as _____ of _____
(name) (type of authority) (name of party/company)

Notary Public for the State of Washington
My Commission Expires: _____