

**NO EXCISE TAX
REQUIRED**

AUG 18 2005

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

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



200508180969 3 PGS
08-18-2005 03:54pm \$34.00
SNOHOMISH COUNTY, WASHINGTON

Grantor: Phil Kuyper, RainyDaze Properties

Grantee: City of Arlington

Legal (abbrev.): Portion of the south half of the SW quarter of the SW quarter of Section 21,
Township 31 north, Range 5E W.M. as described below.

Tax parcel no.: 31052100303300

Reference no.:

ARLINGTON MUNICIPAL AIRPORT AVIGATION EASEMENT

WHEREAS, Phil Kuyper, RainyDaze Properties,
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 the south half of the southwest quarter of the southwest quarter of section 21,
township 31 north, range 5 east W.M., records of Snohomish County, Washington, described as
follows:
Commencing at the southwest corner of said subdivision;
Thence south 89°12'16" east along the south line of said subdivision a distance of 500.11 feet to
the east line of the west 500.00 feet of said subdivision;
Thence north 00°23'33" west along said east line a distance of 50.01 feet to the northerly margin
of state route 531;
Thence south 89°12'16" east along said northerly margin a distance of 248.65 feet to the point of
beginning;
Thence north 00°13'00" west a distance of 158.57 feet;
Thence north 89°47'00" east a distance of 226.55 feet to the east line of the west 165.00 feet of
the east 495.00 feet of said subdivision;

Thence south 00°13'00" east along said east line a distance of 162.57 feet to said northerly margin;

Thence north 89°12'16" west along said northerly margin a distance of 226.58 feet to the point of beginning.

Also known as parcel B of boundary line adjustment recorded under auditor's file number 200004275001, and correction thereto recorded under auditor's file number 200111151027. Situated in the county of Snohomish, State of Washington.

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:

[Handwritten signature]

ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF King) SS.

The foregoing instrument was acknowledged before me by Philip Kuyper
this 21st

day of June, 2005

[Handwritten signature]
NOTARY PUBLIC in and for the
State of Washington, residing
at Seattle
My commission expires: 03-31-08
Name: Marsha A Turner