

**NO EXCISE TAX  
REQUIRED**

DEC 16 2019

After recording return to:  
Arlington Municipal Airport  
18204 59<sup>th</sup> Ave NE  
Arlington, WA 98223

KIRKE SIEVERS, Snohomish County Treasurer  
By KIRKE SIEVERS *KS*



201912160089 4 PGS  
12/16/2019 9:37am \$106.50  
SNOHOMISH COUNTY, WASHINGTON

Grantor: Fernandez Investments, LLC  
Grantee: City of Arlington  
Legal (abbrev.): Lot 4 & 5 City of Marysville BSP PA07051 recorded under  
AFN 200801075088 *Sec. 29 Twn 31 N Rq 5 E*  
Tax parcel no.: 3105290042100 & 31052900402200  
Reference no.: Marysville Auto Center (PA17035)

**ARLINGTON MUNICIPAL AIRPORT  
AVIGATION EASEMENT**

WHEREAS, Fernandez Investments, LLC,  
Hereinafter called "Grantor", is the owner of that certain parcel of land situated in the City of  
Marysville County of Snohomish, State of Washington, to wit:

16232 Smokey Point Boulevard  
Marysville, WA 98271

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 292' 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, vapors, exhaust, smoke, dust 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, vapors, exhaust, smoke, dust 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:

  
Victor Fernandez, Manager



**Exhibit A**  
**Legal Description**

Lots 4 & 5, Snohomish County Binding Site Plan No PA07051, according to the binding site plan thereof recorded January 7, 2008 under Recording Number 200801075088, being a portion of the Northeast Quarter of the Southeast Quarter of Section 29, Township 31 North, Range 5 East, Willamette Meridian, in Snohomish County, Washington

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KIRKE SIEVERS, Snohomish County Treasurer  
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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 292' 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, vapors, exhaust, smoke, dust 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, vapors, exhaust, smoke, dust 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.

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OWNER:

By:

A handwritten signature in black ink, appearing to read "Victor Fernandez", written over a horizontal line.

Victor Fernandez, Manager









**Exhibit A**  
**Legal Description**

Lots 4 & 5, Snohomish County Binding Site Plan No PA07051, according to the binding site plan thereof recorded January 7, 2008 under Recording Number 200801075088, being a portion of the Northeast Quarter of the Southeast Quarter of Section 29, Township 31 North, Range 5 East, Willamette Meridian, in Snohomish County, Washington



RETURN ADDRESS:

ARLINGTON MUNICIPAL AIRPORT  
18204 - 59TH AVE. NE  
ARLINGTON, WA 98223

Document Title(s):

Reference Number(s) of related documents:

Additional Reference #'s on page

Grantor(s) (Last, First and Middle Initial)

BT-OH, LLC, a Delaware limited liability company

Additional grantors on page

Grantee(s): (Last, First and Middle Initial)

THE CITY OF ARLINGTON

Additional grantees on page

Legal Description: (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

a portion of SE of SW 28-31-5 Snohomish County, WA

Additional Legal is on page

Assessor's Property Tax Parcel / Account Number:

31052800302800

Additional parcel #'s on page

The Auditor/Record will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.



Signature of Requesting Party



After recording return to:  
Arlington Municipal Airport  
18204 – 59<sup>th</sup> Ave. NE  
Arlington, WA 98223

## ARLINGTON AIRPORT PROTECTION DISTRICT DISCLOSURE STATEMENT

Owner/Grantor: BT-OH, LLC, a Delaware Limited Liability Company

Grantee: The City of Arlington and/or the Public

Legal description (abbrev.): A Portion of SE of SW 28-31-5 Snohomish County, WA

Tax parcel no.: 31052800302800

### DISCLOSURE

I am the owner of the above-referenced tax parcel and acknowledge receipt of the following notice:

My real property is located on real property legally described on the attached Exhibit "A". The property is located within the City of Arlington Airport Protection Subdistrict "D". As a result, I acknowledge the property is or may be subject to inconvenience or discomforts arising from aeronautical activities, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, FUMES, DUST, SMOKE, HOURS OF OPERATION AND OTHER AERONAUTICAL ACTIVITIES. The City of Arlington Land Use Code, AMC 20.38.090, requires that I sign this disclosure notice in connection with permits you are or may be seeking. The City has adopted airport compatibility regulations which may affect my use of the property; I acknowledge I can obtain a copy of these regulations upon request. In addition, I acknowledge that the Federal Aviation Administration (FAA) establishes other regulations and standards which may affect my use of the property.

Aeronautical activities conducted on the Arlington Municipal Airport in compliance with acceptable aeronautical practices and established prior to surrounding non-aeronautical activities are presumed to be reasonable and shall not be found to constitute a nuisance unless the activities have a substantial adverse effect on the public health and safety.





This disclosure applies to the real property which is subject to a development or building permit as of the date of the development or building permit approval, or, in case of real property transfers, the disclosure applies to the subject property as of the date of the transfer. This disclosure may not be applicable thereafter if areas designated within the Airport Protection Subdistrict "D" are changed from that designation.

I authorize and direct that this Disclosure Statement be recorded with the Snohomish County Auditor before issuance of permits on my property.

Signed:

*Stephen M. Suter*

Owner/Grantor BT-DH, LLC, Stephen M. Suter, vice president

STATE OF ~~WASHINGTON~~ Georgia )  
COUNTY OF FULTON )  
SS.

INDIVIDUAL:

This record was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
(date) (name)

Notary Public for the State of Washington  
My Commission Expires: \_\_\_\_\_

REPRESENTATIVE:

This record was acknowledged before me on MARCH 15, 2022 by  
Stephen M. Suter as vice president of BT-DH, LLC  
(name) (date) (type of authority) (name of party/company)

*Alyce Goussard Jervis*

Notary Public for the State of Washington Georgia  
My Commission Expires: 3/30/25





**EXHIBIT A**

**LOT 1, 39<sup>th</sup> STREET BUSINESS PARK NON-PROJECT BINDING SITE PLAN,  
RECORDED JULY 17, 2019, UNDER RECORDING NO. 201907175001, IN SNOHOMISH  
COUNTY, WASHINGTON. SITUATE IN SNOHOMISH COUNTY, WASHINGTON  
("GRANTOR'S PROPERTY").**

**Assessor's Tax Parcel ID#: 31052800302800**



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

Grantor: BT-OH, LLC, a Delaware limited liability company  
Grantee: City of Arlington  
Legal (abbrev.): A Portion of SE of SW 28-31-5 Snohomish County, WA  
Tax parcel no.: 31052800302800

**ARLINGTON MUNICIPAL AIRPORT  
AVIGATION EASEMENT**

WHEREAS, BT-OH, LLC, a Delaware limited liability company, 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.  
31052800302800 , 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 remise, release and quitclaim unto the City of Arlington, State of Washington, its successors and assigns ("Grantee"), for use and benefit of the public, a perpetual non-exclusive avigation easement and right-of-way, solely in the airspace no less than one fifty hundred feet lineal feet from the highest point of the ground surface 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 without any warranty of any kind and nature grants this easement to Grantee. Grantee shall have the limited right the right to take any reasonable action necessary, subject to the prior written consent of Grantor, to remove the erection or growth of any structure, tree, or other object into the airspace above one hundred and fifty feet above the highest level of the ground surface 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 (Grantee shall not use any chemicals or herbicides to remove such trees or brush), or other object that may at any time project or extend above the said area higher the one hundred and fifty feet above the highest level of the ground surface, together with the limited right of ingress to, egress from, and passage over the land of the Grantor as may be necessary to access such obstruction solely for such purposes. Grantee agrees that Grantee shall not in manner hinder, obstruct, or prohibit Grantor's use of the Grantor's Property or any construction of any





improvements, utilities or otherwise which are less than 150 linear feet from the highest level of the ground surface of Grantor's Property. Any work shall be accomplished in an expeditious manner and Grantee, upon conclusion of any activity upon said real property, shall cause all debris and materials incident to such activity to be removed from Grantor's property and to the extent reasonably possible, shall restore the property to its pre-existing state. Grantor shall have the right to use the surface of said real property for any purpose which does not interfere with Grantee's use of the easement conveyed. Additionally, Grantee shall not use the Easement Area for any purpose and in any manner not specifically authorized herein. Grantee hereby covenants and agrees not to interfere with Grantor's use of the surface of the easement area. Grantee shall not in any way hinder, disrupt, obstruct or otherwise interfere with the continuous ingress or egress to or from Grantor's Property, and Grantor retains all rights to continuously cross the Easement Area for access on a 24 hour/7 days a week basis. Further, Grantee shall not disturb or interfere with, in any way, Grantor's business operations occasioned by Grantee's use of the easement area.

In addition, there is hereby granted for use and benefit of the Grantee, the right of flight for the passage of 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 to the extent in compliance with all Laws, effects that may be cause by the lawful operation of aircraft landing at, or taking off from, or operating at or on said Arlington Airport.

Grantee shall comply with all local, state, and federal laws, statutes, ordinances, rules, codes, requirements, and regulations in connection with its activities within the Easement Area and affecting Grantor's Property. Grantee shall indemnify, defend and hold Grantor harmless from any breach of the foregoing covenant. Grantee will cause its agents, employees and contractors to use all reasonable precautions to avoid damage to Grantor's property and Grantee shall save, indemnify and hold harmless Grantor, its related companies, and its successors and assigns against any and all loss, damage, liability and expense for injury to or death to Grantor's employees, agents, contractors or third parties or damage to property, caused by or attributable to the use of the Easement. Grantee shall maintain comprehensive general liability insurance naming Grantor, United Parcel Service, Inc., a Delaware corporation, and its related companies, or any other party requested by Grantor or its successors or assigns, as an additional insured and providing coverage with a combined bodily injury, death and property damage limit of Five Million Dollars (\$5,000,000) or more per occurrence as same may be increased as determined by Grantor or its successors and assigns, in its sole and absolute discretion. Prior to any entry upon the Easement Area and from time to time, Grantee shall provide a certificate of insurance to Grantor evidencing that such insurance is in full force and effect upon the execution of the Easement and thirty days prior to the expiration of such policy, Grantee shall deliver a certificate to Grantor evidencing the renewal of such policy.



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: BT-OH, LLC, a Delaware limited liability company

Stephen M. Slifer

By: Stephen M. Slifer, Vice President

ACKNOWLEDGMENT

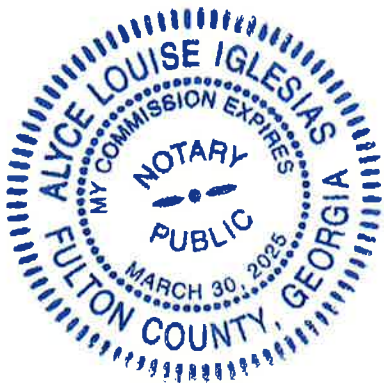
STATE OF GEORGIA)

) SS.

COUNTY OF FULTON)

REPRESENTATIVE:

This record was acknowledged before me on MARCH 15, 2022 by  
Stephen M. Slifer as Vice President of BT-OH, LLC.



Alyce Louise Iglesias  
Notary Public for the State of Georgia  
My Commission Expires: 3/30/25



GRANTEE: City of Arlington

\_\_\_\_\_

By:

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_)

) SS.

COUNTY OF \_\_\_\_\_)

REPRESENTATIVE:

This record was acknowledged before me on \_\_\_\_\_ by

\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires:





**EXHIBIT A**

**LOT 1, 39<sup>th</sup> STREET BUSINESS PARK NON-PROJECT BINDING SITE PLAN,  
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