

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

AVIGATION EASEMENT
(Corporate)

Reference# (if applicable):
Grantor/Borrower:
Grantee/Assignee/Beneficiary: City of Auburn
Legal Description:
Assessor's Tax Parcel ID#:

For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and for benefits to be derived by the above Grantor, Grantor hereby conveys and warrants to the City of Auburn (Grantee, a municipal corporation of King County, Washington), and to its successors and assigns, a perpetual, non-exclusive and assignable Easement over the following described real property lying within and situated in the City of Auburn, County of King, State of Washington, and over the air space above such property:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor conveys this easement to Grantee pursuant to and for the purposes authorized by RCW 14.08.030(3) and/or ACC 18.38.060(A)(2)(a) (as now enacted or hereafter amended).

The Grantor agrees that they, their heirs, successors and assigns shall not hereafter build, rebuild, create, erect, or permit the erection or growth of, any structure, tree, or other object that encroaches upon these easement rights in violation of RCW 14.08.030(4) or any other applicable law, as now enacted or hereafter amended.

The Grantor further agrees that the rights granted to the Grantee in this easement shall

include, but not be limited to the following:

1. The continuing and perpetual right to cut vegetation to the level set forth in ACC 18.38.070.
2. The right to remove, raze or destroy those portions of buildings, other structures and land infringing upon or extending into said westerly transition zone surface, together with the right to prohibit the future erection of buildings or other structures which would infringe upon or extend into said surface.
3. The right to mark and light as obstructions to air navigation, any and all structures, trees or other objects that may at any time project or extend above said surface.
4. The right of ingress to and egress from, and passage over the land of the Grantor within the above-described real property for the above purposes.
5. For the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the westerly transition zone surface, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using said airspace or landing at, taking off from or operating on Auburn Municipal Airport.

This Easement shall be a covenant running with the above-described real property to burden said real estate, and to benefit the City of Auburn, and it shall be binding on the successors, heirs and assigns of all parties hereto.

Notwithstanding any statement to the contrary outlined herein, this Easement shall terminate if the Airport ceases operation for one (1) full year, unless the closure of the airport is temporary.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer(s) this _____ day of _____, 2022.

Name
Title

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me, and said person(s) acknowledged that
he/she/they signed this instrument, on oath stated that he/she/they was/were
authorized to execute the instrument and acknowledged it as the
_____ of _____, to be the free and
voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____.

Notary Public in and for the State of
Washington, residing at _____
My appointment expires: _____

EXHIBIT A

LEGAL DESCRIPTION
AVIGATION EASEMENT FOR CITY OF AUBURN AIRPORT AIRSPACE OVER TAX
LOTS No.

End of Description