

**Return to:**  
City of Yakima  
129 N. 2<sup>nd</sup> Street  
Yakima, WA 98901

## **QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, **City of Yakima, Washington, a municipal corporation**, in its proprietary capacity as the owner of the Yakima Air Terminal-McAllister Field, for and in consideration of the sum of Twenty-Two Thousand Six Hundred Dollars (\$22,600) and/or other valuable consideration, hereby conveys and quit claims to the Grantee, **CITY OF YAKIMA**, State of Washington, in its governmental capacity and role to construct and maintain roadways through its Public Works Department, the following described real estate and any after acquired interest therein, situate in Yakima County, State of Washington:

The south 73 feet of the north 220.05 feet of the south 471 feet of the east 340 feet of the southeast quarter of the southeast quarter of the northwest quarter of Section 35, Township 13 North, Range 18, E.W.M.

**Yakima County Tax Assessor's Parcel No. 181335-24018**

**SUBJECT TO:** Terms of Conveyance between the **City of Yakima, Washington, a municipal corporation**, in its proprietary capacity as the owner of the Yakima Air Terminal-McAllister Field, as "Grantor" (also referenced below as "AIRPORT") and the **CITY OF YAKIMA**, State of Washington, in its governmental capacity and role to construct and maintain roadways through its Public Works Department as the "Grantee."

Said reservation includes the right for the Grantor to invade or otherwise interfere with said right of way from time to time with: noise, vibration, dust, fumes and other disturbances to the right of way arising from Grantor's use of the right of way, including any resulting fear, interference with sleep, interference with conversation, interference with radio, telephone or television transmission or reception to the Grantee's, their heirs, successors, assigns or invitees and/or any and all other things which may be alleged to be incident to or to result from flights of aircraft over or in the vicinity of the conveyed right of way or from aircraft landing at, taking off from, or operating at or near the AIRPORT.

This **reservation** to the Grantor, its elected and appointed officials, council, agents, contractors, successors, assigns, employees, invitees, guests and passengers of aircraft utilizing the AIRPORT and the **restriction** to the Grantee shall be perpetual, a covenant running with the right of way forever, as so herein described. This reservation shall be binding upon and inure to the benefit of the AIRPORT. These permanent reservations and restrictions shall run with the conveyed right of way, and shall be binding upon and enforceable against Grantee, their heirs, successors, assigns, mortgagees, lessees, invitees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in all or any part of the described right of way. The Grantee does hereby fully waive, remise and/or release any and all damages, rights, claims or causes of action for damages which they may now have or which they may in the future acquire against the Grantor, its successors and assigns, and caused or alleged to be caused by or incidental to the operation of aircraft over or in the vicinity of the right of way or in aircraft landing at, taking off from, or operating at or near the AIRPORT.

The Grantee shall not convey to any person any right in the right of way which would in any way interfere with the Grantor's exercise of its rights, reservations, and restrictions under this conveyance.

The Grantee shall not hereafter erect, permit the erection of, or the growth of, or permit or suffer to remain upon the right of way any building, structure, tree or other object extending above the height limitations outlined in the Yakima Air Terminal-McAllister Field Airport Safety Overlay. The Grantee further agrees not to use or permit to suffer the use of the right of way in such a manner as to create electrical interference with radio communications between any installation aboard said aircraft and the AIRPORT or as to make

it difficult for pilots to distinguish between AIRPORT lights and others or as to impair visibility in the vicinity of the AIRPORT or as to endanger the landing, taking off or maneuvering of aircraft in the vicinity of the AIRPORT, it being understood that the aforesaid covenants and agreements shall run with the right of way.

The Grantor shall have the right to enter upon the right of way (following such prior notice to Grantee as is practicable under the circumstances, due deference being given to AIRPORT's exercise of its discretion to protect the public now or hereafter utilizing the AIRPORT), and remove any building, structure, tree or other object extending above the imaginary surfaces (as established in the Airport Safety Overlay or as published in the Federal Aviation Administration Part 77 imaginary surface, and by this reference incorporated in this conveyance) above the surface of the right of way or which, in the Airport's sole discretion, poses a threat to aircraft landing at, taking off from or operating at or near the AIRPORT, all at Grantee's sole cost and expense. The Grantee hereby reserves the AIRPORT the right to enter upon the right of way and mark and light as obstructions to aircraft any and all buildings, structures, trees or other objects which now or hereafter may be located upon the right of way. In addition to any other remedies provided for herein or provided by law, AIRPORT shall have the right to bring an action for specific performance to enforce the provisions of this conveyance, including the right to enjoin construction of buildings or other structures upon the right of way.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, and shall include, but not be limited to jet aircraft, propeller-drive aircraft, civil aircraft, military aircraft, commercial aircraft, crop duster, helicopters and any and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air.

In case any one or more of the provisions contained in this conveyance shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this conveyance shall be construed as is such invalid, illegal or unenforceable provision had never been contained herein.

Nothing in this conveyance shall constitute, or be construed as constituting any limitation upon the AIRPORT or any waiver by AIRPORT with respect to its exercise of the power of eminent domain in connection with any property.

This conveyance shall be construed, interpreted and enforced in accordance with the laws of the State of Washington.

It is hereby understood by the parties herein that all water and assessment rights, of any kind, shall remain with or revert back to the parcel from which this strip of land was acquired.

***Grantor:***

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

**City of Yakima, Washington,  
a municipal corporation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss:  
County of Yakima                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Robert Harrison, known to me to be the City Manager of Yakima, Yakima, Washington, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument on behalf of the corporation.

Given under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_