



201212120037

Skagit County Auditor

12/12/2012 Page 1 of 10 10:43AM

After recording, return to:

Skagit County Public Works Department
Attn: Torey Nelson
1800 Continental Place
Mount Vernon, WA 98273

SKAGIT COUNTY
Contract # C20120529
Page 1 of 10

DOCUMENT TITLE: RIGHT-OF-WAY EASEMENT**GRANTOR(S):** PORT OF SKAGIT COUNTY, a Washington port district.**GRANTEE(S):** SKAGIT COUNTY, a Washington municipal corporation.

ABBREVIATED LEGAL: A permanent, perpetual right-of-way easement located on a portion of AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, LOT 64, ACRES 0.88, AF#200303040030. (FORMERLY SKAGIT REGIONAL AIRPORT BINDING SITE PLAN PHASE 1, AF#8608250002). AF#200303040030. (FORMERLY SKAGIT REGIONAL AIRPORT BINDING SITE PLAN PHASE 1, AF#8608250002); Situate in Skagit County, State of Washington.

ASSESSOR'S TAX / PARCEL NUMBER(S): P115635 (XrefID: 8012-000-064-0100)

RIGHT-OF-WAY EASEMENT

This Right-of-Way Easement (the "Easement Agreement"), is made by and between, **Skagit County**, a Washington municipal corporation ("Grantee") and the **Port of Skagit County**, a Washington municipal corporation ("Grantor"). Grantor and Grantee may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties".

RECITALS

Grantor is the fee-simple owner of certain real property located in Skagit County, Washington, described by the legal description attached hereto as **Exhibit "A"** and incorporated herein by reference ("Grantor's Property").

**RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 12 2012

Amount Paid \$ _____
Skagit Co. Treasurer
By *kk* Deputy

In consideration of the forgoing, and of the following mutual terms, provisions, and covenants set forth herein, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby forever grants, conveys, and dedicates to Grantee a perpetual right-of-way easement for the purposes set forth herein (the "Easement") over, under, across, and through that certain portion of Grantor's Property, as more particularly described at **Exhibit "B"** and as depicted in **Exhibit "C"**, attached hereto and incorporated by reference (the "Easement Area"), subject to the terms and conditions set forth in this Easement Agreement herein.
2. **Purpose, Maintenance, Improvements and Use.** Grantee, its agents, contractors, designees, successors, and/or assigns, including members of the public, shall have the right, without prior notice to Grantor, at such times as are deemed necessary or appropriate by Grantee, to enter upon the Easement Area to use, travel upon, inspect, construct, reconstruct, operate, maintain, repair, replace, and utilize the Easement Area for any and all public road and right-of-way purposes. Nothing in this Easement Agreement herein shall obligate Grantee to commence or complete any improvements whatsoever to the Easement Area within any specific period of time; provided, however, that in the event Grantee elects to make any improvements, Grantee shall use reasonable efforts to complete all work as soon as reasonably practicable, and, if applicable, to restore the Easement Area (to a substantially similar condition as existed prior to the commencement of any such work by Grantee) within a reasonable period of time after commencing such work so as to minimize the interference with Grantor's use of Grantor's Property. Grantee shall obtain all permits for any improvements contracted in the Easement Area and shall at all times comply with applicable legal requirements for activities conducted on the Easement Area. The design and constructions of any improvements shall comply with any rules, covenants, conditions and restrictions generally applicable to Grantor's Property.
3. **Obligations Run With the Land.** This Easement Agreement shall be perpetual in duration, and shall run with the land, and shall be binding on the undersigned and all successors, assignees, devisees, and/or transferees of the parties and shall, in all respects, attach to the individual properties legally described in this Easement Agreement.
4. **Governing Law; Venue.** This Easement Agreement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the terms of this Easement Agreement shall be in Whatcom County, State of Washington.
5. **Neutral Authorship.** Each of the provisions of this Easement Agreement have been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Easement Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Easement Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Easement Agreement,

**RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE**

2



201212120037
Skagit County Auditor

that they understand its meaning and effect, and that they enter into this Easement Agreement with full knowledge of its terms. The parties have entered into this Easement Agreement without duress or undue influence.

6. **Recording.** This Easement Agreement shall be recorded with the Skagit County auditor, and shall become effective immediately upon recording.

7. **Modifications, Waivers, and Severability.** The Easement Agreement may be changed, modified, amended or waived only by subsequent written agreement executed by the parties hereto (and recorded with the Skagit County Auditor). Waiver or breach of any term or condition of this Easement Agreement shall not be considered a waiver of any prior or subsequent breach. In the event any term or condition of this Easement Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Easement Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Easement Agreement are declared severable.

8. **Captions.** The captions of this Easement Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Easement Agreement. .

9. **Utilities.** Grantor shall have the right to place, use, have, and maintain utilities (i.e., water lines, electrical lines, fiber lines, etc.) within the Easement Area; provided, that such utilities (placed by Grantor) that are placed and maintained by Grantor do not unreasonably interfere with the use and maintenance of the Easement Area by the Grantee or the public, or interfere with any franchise rights concerning the Easement Area. Any such utilities placed by Grantor shall be placed, used, and maintained in accordance with applicable State and County laws, rules, regulations, and policies (specifically including, if applicable, but not limited to, the terms of a separate Franchise Agreement[s] to be negotiated and executed by and between the Grantor and Grantee).

10. **Preservation of Navigable Airspace.** All facilities to be located within the Easement Area shall be limited to a maximum elevation that is below the imaginary surfaces established under the Code of Federal Regulations, Title 14, Part 77, Subparts 77.19, 77.21, or 77.23 for the protection of take-off and landing areas at Skagit Regional Airport, as defined at the time of construction.

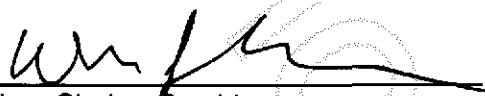
11. **Entire Agreement.** This Easement Agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. It may not be modified or supplemented in any manner for form whatsoever, either by course of dealing or by parole or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the parties.



Grantor:

DATED this 13th day of November, 2012

**PORT OF SKAGIT COUNTY
BOARD OF COMMISSIONERS**


William Shuler, President

Kevin Ware - Absent
Kevin Ware, Vice President


Steven Omdal, Secretary

Address:
15400 Airport Drive
Burlington, WA 98223

**RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE**



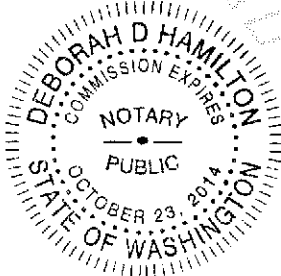
STATE OF WASHINGTON

COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that William Shuler, ~~Kevin Ware~~, ^{DH} and/or Steven Omdal 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 execute the instrument and acknowledged it as Commissioner(s) of the Port of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 13th day of November, 2012.



Deborah D. Hamilton
Notary Public
print name: Deborah D. Hamilton
Residing at Burlington, WA
My commission expires 10-23-14

RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE

5



201212120037
Skagit County Auditor

12/12/2012 Page

5 of 10 10:43AM

Grantee:

DATED this 10 day of December, 2012.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chairman

Sharon D. Dillon
Sharon D. Dillon, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Sinda Hemmens
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

[Signature]
Department Head

County Administrator

Approved as to form:

[Signature] 12/3/12
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jessie Mull Hoyer
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director

**RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE**



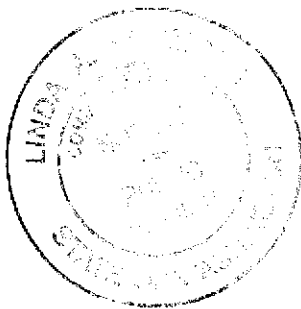
STATE OF WASHINGTON

COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that Kenneth A. Dahlstedt, Sharon D. Dillon, and/or Ron Wesen is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 10 day of December, 2012.



Linda Hammons

Notary Public

print name: Linda Hammons

Residing at Skagit County

My commission expires 10-1-2015

RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE

7



201212120037

Skagit County Auditor

12/12/2012 Page

7 of

10 10:43AM

Exhibit "A"

Legal Description for Grantor's Property

Lot 64 of the Amended Skagit Regional Airport Binding Site Plan, Phase 1 recorded under Auditor's file no. 200303040030, approved February 19, 2003, recorded March 4, 2003, being a portion of the Northwest Quarter of Section 34, Township 35 North, Range 3 East W.M.

SUBJECT TO easements and restrictions of record.

Situate in Skagit County, State of Washington.

**RIGHT-OF- WAY EASEMENT
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Exhibit "B"

Legal Description of Right-of-Way Easement Area

A 30 foot wide, 60 foot long easement for road purposes over Lot 64 of the Amended Skagit Regional Airport Binding Site Plan, Phase 1 recorded under Auditor's file no. 200303040030, situate in the Northwest Quarter of the Northwest Quarter of Section 34, Township 35 North, Range 3 East W.M. in the County of Skagit, State of Washington, described as follows:

COMMENCING at the Northwest Section Corner of Section 34, the **TRUE POINT OF BEGINNING**; thence South 00° 16' 14" West along the Westerly Section Line of Section 34 for a distance of 60.00 feet; thence south 88° 48' 37" east for a distance of 60.00 feet; thence north 00° 16' 14" east 60.00 feet; thence north 88° 48' 37" west along the Northerly Section line of Section 34 to the **TRUE POINT OF BEGINNING**.

EXCEPT that portion lying within the existing Josh Wilson Road Right-of-Way.

Containing 0.04 acres.

SUBJECT TO and **TOGETHER WITH** easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

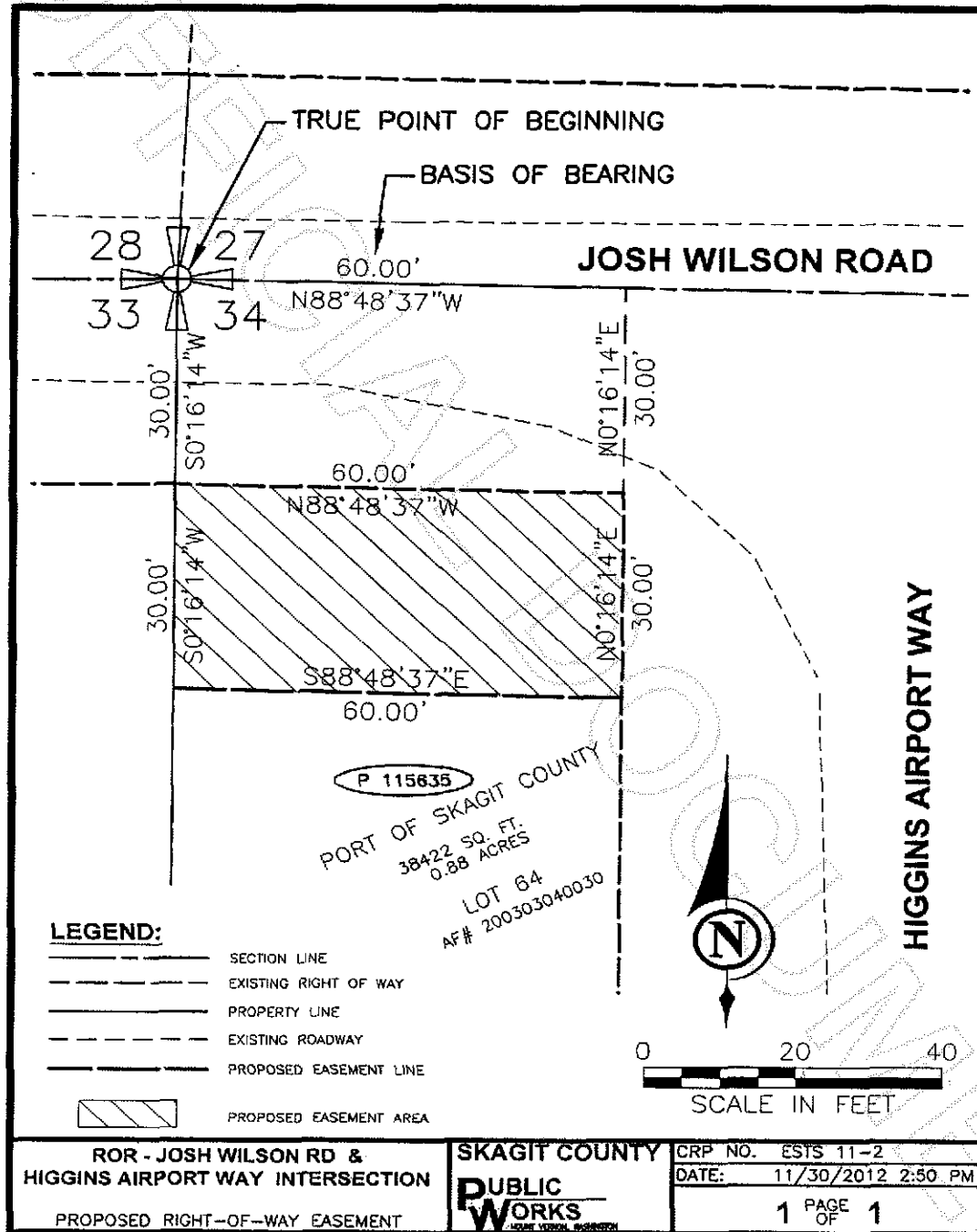
**RIGHT-OF- WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE**



201212120037

Skagit County Auditor

Exhibit "C"



RIGHT-OF-WAY EASEMENT
PORT OF SKAGIT COUNTY, GRANTOR
SKAGIT COUNTY, GRANTEE

10



201212120037
Skagit County Auditor