

UNOFFICIAL DOCUMENT



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Skagit County Auditor

6/3/2002 Page 1 of 6 8:34AM

After recording return document to:

Document Title: Avigation Easement

Reference Number of Related Document: BP02-0435

Grantor(s): Still Brothers LLC

Additional Grantor(s) on page ____ of document.

Grantee(s): Port of Skagit County

Additional Grantee(s) on page ____ of document.

Abbreviated legal description: Sec. 3, Township 34, Range 3; PTN Ne 1/4
(AKA Lot 1, Short Plat no. 96-012)

Additional legal description(s) page(s) ____ of document.

Assessor's tax/parcel numbers: P 118517

AVIGATION EASEMENT

This easement made this 24 day of May, 2002 between Still Brothers LLC (hereafter "GRANTOR"), and the Port of Skagit County, a municipal corporation within the County of Skagit of the State of Washington (hereafter "Grantee"), provides that:

Recitals

- A. Grantor owns certain real property in Skagit County, Washington, described on Exhibit A and depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by this reference,
- B. Portions of Grantor's real property lies within the Skagit Regional Airport Safety Overlay Zones,
- C. Pursuant to Section 14.16.210 of the Skagit County Code, Grantor must grant to Grantee an avigation easement for the portions of Grantor's real property within the Skagit Regional Airport Safety Overlay Zones,
- D. Grantor is willing to grant Grantee an easement with respect to Grantor's real property in accordance with the terms and conditions of this Agreement.

AGREEMENT

Now therefore, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration the parties hereto hereby covenant and agree as follows:

1. The GRANTOR for and in consideration of fulfillment of a condition of a Skagit county project approval, Skagit County permit number RP 02-0435 does hereby grant to GRANTEE, its successors and assigns, a perpetual and assignable easement in and over that certain parcel of real property more particularly identified and described in Exhibits "A" and "B" attached hereto and made a part hereof (said parcel hereinafter referred to as PARCEL), and a right-of-way for the free and unrestricted passage and flight of aircraft of the class size and category across and about the airspace above an imaginary plane, as such plane is defined by Part 77 of the Federal Aviation Regulations, over said PARCEL, as described below (hereinafter "Airspace").
2. The Airspace for avigation easement purposes above said PARCEL consists of:

All of the air space above the imaginary plane that is described by Part 77 of the Federal Aviation Regulations.



200206030001

Skagit County Auditor

3. The aforesaid easement and right-of-way described in Paragraphs A and B includes but is not limited to:

- a. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons or aircraft, of the class, size and category as is now or hereafter may be operationally compatible with the Skagit Regional Airport, in, through, across or about any portion of the Airspace hereinabove described; and
- b. The easement and right to cause or create, or permit or allow to be caused or created within the Airspace, such noise, dust, turbulence, vibration, illumination, air current, fumes, exhaust, smoke and all other effects as may be inherent in the proper operation of aircraft, now known or hereafter used for navigation of or flight in air; and
- c. The continuing and perpetual right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other objects which extend into said Airspace and the right to cut to the ground level and/or remove any trees which extend into the Airspace; and
- d. The right to mark and light, or cause or required to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, said PARCEL, and which extend into the Airspace; and
- e. The right of ingress to, passage within, and egress from said PARCEL, solely for the above stated purposes.

4. GRANTOR, on behalf of itself, its successors and assigns hereby covenants with the GRANTEE, Port of Skagit County, as follows:

- a. GRANTOR, its successors and assigns, will not construct, install, permit or allow any building, structure, improvement, tree, or other object on said PARCEL, to extend into the Airspace, or constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way herein granted; and
- b. GRANTOR, its successors and assigns, will not hereafter use or permit the use of said PARCEL in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation up the Skagit Regional Airport and any aircraft.



200206030001

Skagit County Auditor

5. The easement and right-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which now or hereinafter constitutes the Skagit Regional Airport, and shall further be deemed in gross, being conveyed to the GRANTEE for the benefit of the GRANTEE, and any and all members of the general public who may use said easement of right-of-way, taking off from, landing upon, or operating such aircraft in or about the Skagit Regional Airport, or in otherwise flying through said Airspace.
6. This grant of avigation easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights that it may otherwise have from time to time against any individual or private operator for negligent or unlawful operation of aircraft.
7. It is understood and agreed that these covenants and agreements run with the land and shall be binding upon the heirs, representatives, administrators, executives, successors, an assigns of the GRANTOR, and that for the purposes of this instrument, the PARCEL shall be servient easement and the Skagit Regional Airport shall be the dominant tenement.
8. The avigation easement, covenants and agreements described herein shall continue in effect until the Skagit Regional Airport shall be abandoned or shall cease to be used for public airport purpose, at which time it shall terminate.

GRANTOR:

William V. Brown 5/24/02
Signature Date

V/P Still Brothers LLC
Print Name and Title

Stephen C. Brown
Signature Date

President Still Brothers LLC
Print Name and Title

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JUN 03 2002

Amount Paid \$
By: [Signature] Skagit County Treasurer Deputy



200206030001

Skagit County Auditor

6/3/2002 Page 4 of 6 8:34AM

(Acknowledgement for Individual Grantor)

STATE OF WASHINGTON)

) SS

COUNTY OF SKAGIT)

On this 24 day of may, 2002, before me, personally appeared William V Brown, to me known to be the individual described in and who executed the within instrument and acknowledged he signed and sealed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Kenauani B Yeakel
(signature)

Kenauani B Yeakel
(print name)

NOTARY PUBLIC in and for the State of Washington,
residing at Woodinville, WA.

My appointment expires: 03/09/03



200206030001

Skagit County Auditor

(Acknowledgement for Corporate Grantor)

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 24 day of May, 2002, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William V Brown and Stephen C Brown, to me known to be the Vice President and President, respectively, of 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 they was duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



Kehaulani B Yeakel
(signature)

Kehaulani B Yeakel
(print name)

NOTARY PUBLIC in and for the State of Washington,
residing at Woodinville, WA

My appointment expires: 03/09/03

Shared/review/monique/2001/avigationeasement



200206030001
Skagit County Auditor
6/3/2002 Page 6 of 6 8:34AM