



200701230144
Skagit County Auditor

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Document Title: NATIVE GROWTH PROTECTION EASEMENT

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. PORT OF ANACORTES

2.

Grantee(s):

☐ additional grantee names on page ____.

1. CITY OF ANACORTES

2.

Abbreviated legal description:

☒ full legal on page(s) 4-5

P1n of NE 1/4 of 27 35N 1E

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

350127-0-003-0201/P106729

350127-1-003-0002/P32402

350127-0-007-0000/P32356

INTERLOCAL AGREEMENT

Regarding

NATIVE GROWTH PROTECTION EASEMENT FOR THE ANACORTES AIRPORT

Between



THE PORT OF ANACORTES,
a municipal corporation of the State of Washington,

and



THE CITY OF ANACORTES,
a municipal corporation of the State of Washington.



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After recording return to:

Chmelik Sitkin & Davis, P.S.
1500 Railroad Avenue
Bellingham, WA 98225

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DEC 26 2006

PORT OF ANACORTES

Document Title:

Native Growth Protection Easement

Grantor:

Port of Anacortes

SKAGIT COUNTY WASHINGTON

Grantee:

City of Anacortes

REAL ESTATE EXCISE TAX

Legal Description:

Ptn of NE ¼ of 27 35N 1E

Assessor's Parcel/I.D. Number(s):

350127-0-003-0201/P106729

JAN 23 2007

350127-1-003-0002/P32402

350127-0-007-0000/P32356

Amount Paid
By Skagit Co. Treasurer
Deputy

NATIVE GROWTH PROTECTION EASEMENT

THIS EASEMENT is created by the Port of Anacortes, hereinafter referred to as the "Grantor" for the benefit of the City of Anacortes, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor and the Grantee are parties to that certain Anacortes Airport Development Agreement dated March 29, 2005 and recorded under Skagit County Auditor's File No. 200504210031 (the "Development Agreement"); and

WHEREAS, pursuant to the terms and conditions of the Development Agreement the Grantor desires to create and convey to Grantee this Native Growth Protection Easement.

NOW THEREFORE, in consideration of the rights and benefits contained in the Development Agreement and in fulfillment of its obligation therein, the Grantor does hereby convey to Grantee this Native Growth Protection Easement.

1. Description of Real Property Subject to this Native Growth Protection Easement.

The real property (the "Property") that is subject to this Native Growth Protection Easement is legally described on Exhibit "A" and depicted on Exhibit "B" which are attached hereto and incorporated by this reference.



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2. **Perpetual Native Growth Protection Easement.** This native Growth Protection Easement shall be perpetual.

3. **Nature and Extent of this Native Growth Protection Easement.** The Grantor will take no action to alter its current natural vegetative condition on the Property. However, during the term of the Development Agreement the Grantor may alter the natural vegetative condition in accordance with the terms and conditions of the Development Agreement or with the express written permission of the Grantee. After the Development Agreement terminates, Grantor and Grantee shall permit alteration of the natural vegetative condition to comply with the then applicable laws and regulations.

4. **Temporary Alteration for Utilities.** The Grantor may temporarily disturb the natural vegetative condition as may be reasonably necessary to install, access, repair or maintain utilities. However, the Grantor shall promptly restore the altered area to a natural vegetative condition using the mitigation standards set forth in the Development Agreement or such other mitigation as may be approved by the Grantee.

5. **Successors and Assigns.** This Native Growth Protection Easement shall be appurtenant to and run with the Property. This Native Growth Protection Easement shall be binding on Grantor, the Grantee and their heirs, successors and assigns.

6. **No Third Party Beneficiary.** This Native Growth Protection Easement is for the benefit of the Grantee only and shall not be deemed to be for the benefit or confer any rights or privileges on any third party.

7. **Requirements of Development Agreement.** Grantor and Grantee acknowledge that this Native Growth Protection Easement fulfills the requirement for the establishment of a native growth protection easement contained in the Development Agreement.

DATED this 12th day of DECEMBER, 2006.

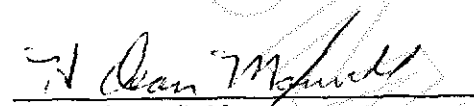
GRANTOR:

PORT OF ANACORTES


Robert W. Hyde, Executive Director

GRANTEE:

CITY OF ANACORTES

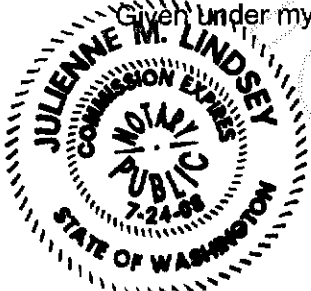

Dean Maxwell, Mayor



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 12th day of December, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Robert W. Hyde**, known to me to be the Executive Director of the **PORT OF ANACORTES**, and acknowledged the 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 was authorized to execute the said instrument on behalf of the corporation.

Given under my hand and official seal this 12th day of December, 2006.

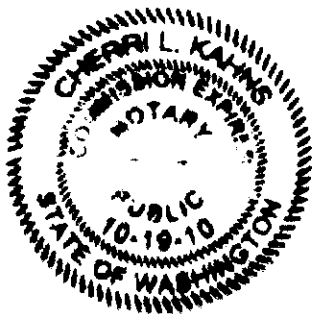


Julienne M. Lindsey
Print Name: Julienne M. Lindsey
NOTARY PUBLIC in and for the
State of Washington, residing at Anacortes

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 19 day of December, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Dean Maxwell** known to me to be the Mayor of the **CITY OF ANACORTES**, and acknowledged the said instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of the city.

Given under my hand and official seal this 19th day of December, 2006.



EXPORT ANACORTES PORT NEGATIVE SEARCHED THEAMIN Rom 170808.doc

Cheril Kahns
Print Name: Cheril Kahns
NOTARY PUBLIC in and for the
State of Washington, residing at Mount Vernon



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EXHIBIT "A"

LEGAL DESCRIPTION FOR: Port of Anacortes

Anacortes Airport Deobligated Area

That portion of the Northeast quarter of Section 27, Township 35 North, Range 1 East, W.M., as said subdivision is shown on sheet 3 of 9 of that certain Record of Survey map recorded under Auditor's File No. 200104030063, records of Skagit County, Washington, described as follows:

Beginning at the Northeast corner of that certain tract shown as Parcel "I" on said sheet 3 of 9; thence South 1° 59' 59" West along the East line of said Parcel "I", 380.05 feet to an angle point thereon; thence South 2° 07' 46" West, continuing along said East line, 28.84 feet to the Southeast corner thereof; thence North 89° 08' 03" West along the South line of said Parcel "I" and along the South line of Parcel "E" as shown on said sheet 3 of 9, 542.53 feet to an angle point on the South line of said Parcel "E"; thence South 0° 51' 57" West along said South line, 80.00 feet to the Northeast corner of Lot 41, "Plat of Skyline Div. 12 Phase I", according to the map thereof recorded in Volume 12 of Plats, at pages 44 and 45, records of said County and State; thence North 89° 08' 03" West along the North line of said Lot 41 as shown on said sheet 3 of 9, 78.39 feet to the Northwest corner thereof; thence South 0° 51' 48" West along the West line of said Lot 41 as shown on said sheet 3 of 9, 99.95 feet to the Southwest corner thereof; thence South 1° 59' 58" West along the West line of said "Plat of Skyline Div. 12 Phase I" as shown on said sheet 3 of 9, 50.01 feet to the Northwest corner of Lot 40, said "Plat of Skyline Div. 12 Phase I"; thence South 0° 51' 48" West along the West line of said Lot 40 as shown on said sheet 3 of 9, 100.00 feet to the Southwest corner of said Lot 40; thence North 89° 08' 03" West along the North lines of Lots 34, 35, 36 and 39, said "Plat of Skyline Div. 12 Phase I" as shown on said sheet 3 of 9, 230.11 feet to the most Northerly corner of said Lot 34; thence South 21° 24' 07" West along the Westerly lines of Lots 32, 33 and 34, said "Plat of Skyline Div. 12 Phase I" as shown on said sheet 3 of 9, 205.00 feet to the most Westerly corner of said Lot 32, said point being also the most Northerly corner of Lot 6, "Plat of Skyline Div. No. 14", according to the map thereof recorded in Volume 15 of Plats at page 73, records of said County and State; thence continuing South 21° 24' 07" West along the Westerly lines of Lots 1, 2, 3, 5 and 6, said "Plat of Skyline Div. No. 14" as shown on said sheet 3 of 9, 430.01 feet to an angle point on the Westerly line of said Lot 1; thence South 43° 13' 57" West along the Northwesterly lines of said Lot 1 and Open Space A, said "Plat of Skyline Div. No. 14" as shown on said sheet 3 of 9, 110.00 feet to the most Westerly corner of said Open Space A; thence South 46° 03' East along the Southwesterly line of said Open Space A as shown on said sheet 3 of 9, 68.13 feet to its most Southerly corner; thence South 43° 13' 57" West along the Northwesterly line of Kingsway as shown on said Plat and on said sheet 3 of 9, 328.07 feet to the beginning of a curve to the left, said curve having a radius of 280.00 feet; thence Southwesterly along said curve to the left and along said Northwesterly line as shown on said Plat and on said sheet 3 of 9, through a central angle of 18° 14' 00" for an arc distance of 89.10 feet to the end of said curve; thence South 24° 59' 57" West, continuing to follow said Northwesterly line as shown on said Plat and on said sheet 3 of 9, 9.99 feet to a point on the most Northeasterly line of Kingsway as shown on the plat of "Skyline No. 4", according to the map thereof recorded in Volume 9 of plats at



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pages 61 and 62, records of said County and State; thence North $21^{\circ} 28' 10''$ West along said Northeasterly line as shown on said Plat and on said sheet 3 of 9, 13.79 feet to the most easterly corner of Lot 76, said "Skyline No. 4"; thence North $55^{\circ} 00' 03''$ West along the Northeasterly line of said Lot 76, along the Northeasterly line of Tract "A" and along its Northwesterly extension as shown on said Plat and on said sheet 3 of 9, 137.48 feet; thence North $21^{\circ} 24' 07''$ East, 75.12 feet; thence South $65^{\circ} 00' 03''$ East, 85.06 feet to a point on a curve to the right, the center of which bears South $52^{\circ} 53' 04''$ East and is 355.00 feet distant; thence Northeasterly along said curve to the right through a central angle of $6^{\circ} 07' 01''$, an arc distance of 37.90 feet to the end of said curve; thence North $43^{\circ} 13' 57''$ East, 253.07 feet; thence North $46^{\circ} 46' 03''$ West, 68.13 feet; thence North $43^{\circ} 13' 57''$ East, 170.54 feet; thence North $21^{\circ} 24' 07''$ East, 672.54 feet; thence South $89^{\circ} 08' 03''$ East, 207.10 feet; thence North $0^{\circ} 51' 48''$ East, 25.74 feet; thence North $1^{\circ} 59' 58''$ East, 50.01 feet; thence North $0^{\circ} 51' 48''$ East, 121.98 feet to a point on a curve to the left, the center of which bears North $3^{\circ} 19' 01''$ East and is 116.68 feet distant; thence Easterly and Northerly, following said curve to the left through a central angle of $71^{\circ} 02' 38''$, an arc distance of 144.68 feet to the end of said curve; thence North $21^{\circ} 19' 15''$ East, 62.16 feet; thence South $89^{\circ} 08' 03''$ East, 487.11 feet; thence North $1^{\circ} 59' 59''$ East, 259.14 feet; thence North $88^{\circ} 55' 14''$ West, 58.20 feet; thence North $1^{\circ} 04' 46''$ East, 75.00 feet to the Westerly extension of the North line of the Easterly portion of said Parcel "I"; thence South $88^{\circ} 55' 14''$ East along said Westerly extension and along said North line, 134.47 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



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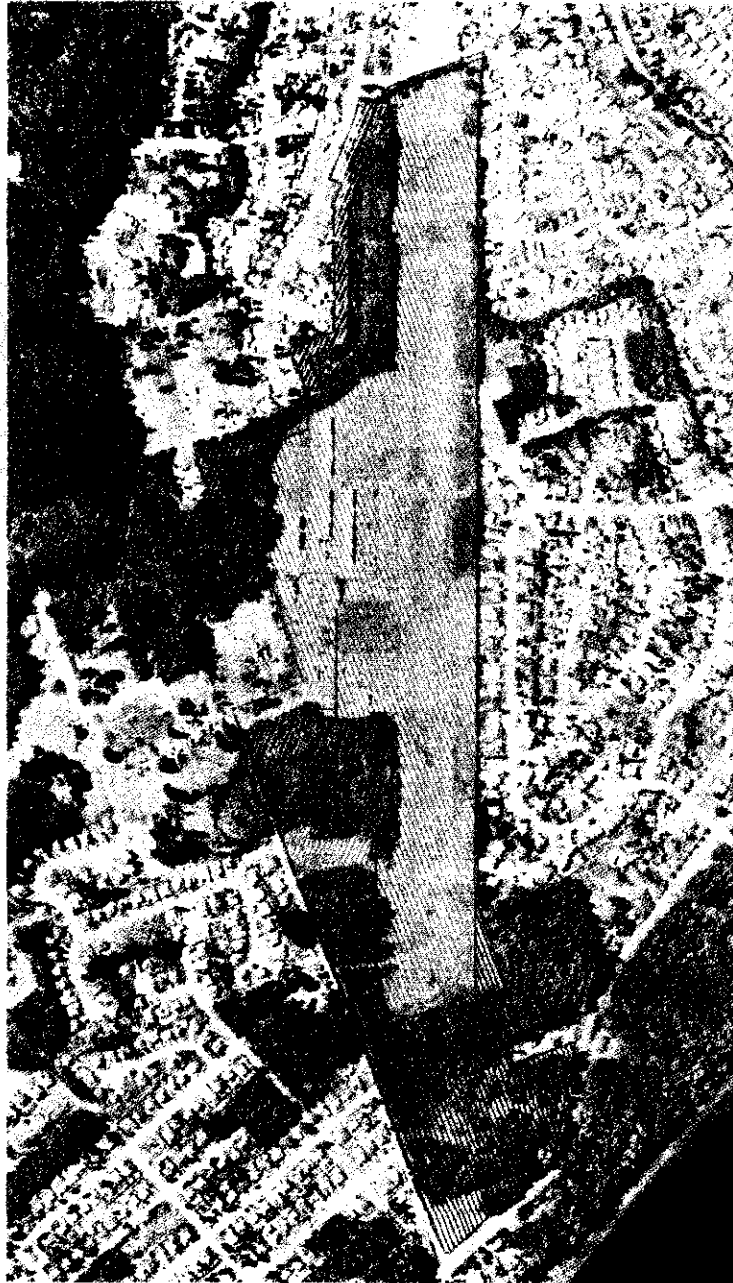
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EXHIBIT "B"



LEGEND	
[Hatched Box]	ADDITIONAL IMPROVEMENTS
[Dotted Box]	EXISTING QUANTICAL NOT TO SCALE
[Solid Box]	PROPOSED IMPROVEMENTS, NOT TO SCALE
[Dashed Box]	EXISTING IMPROVEMENTS, NOT TO SCALE
[Cross-hatched Box]	PROPOSED IMPROVEMENTS, NOT TO SCALE
[Stippled Box]	EXISTING IMPROVEMENTS, NOT TO SCALE
[Diagonal Lines]	PROPOSED IMPROVEMENTS, NOT TO SCALE
[Solid Box]	EXISTING IMPROVEMENTS, NOT TO SCALE
[Dotted Box]	PROPOSED IMPROVEMENTS, NOT TO SCALE
[Hatched Box]	EXISTING IMPROVEMENTS, NOT TO SCALE



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