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Skagit County Auditor

Return Address:

Town of Concrete
PO Box 39
Concrete WA 98237

Document Title:

Hangar Transfer Agreement

Reference Number (if applicable): _____

Grantor(s):

☐ additional grantor names on page ____

- 1) North Cascades Vintage Aircraft Museum
- 2) _____

Grantee(s):

☐ additional grantor names on page ____

- 1) Town of Concrete
- 2) _____

Abbreviated Legal Description:

☐ full legal on page(s) ____

Lot 2 Binding Site Plan C-1-88 (Building Only)

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page ____

P 129727

HANGAR TRANSFER AGREEMENT

This Agreement is executed and entered into this 22nd day of August, 2018, by and between, NORTH CASCADES VINTAGE AIRCRAFT MUSEUM, a Washington non-profit corporation, ("NCVAM") and TOWN OF CONCRETE, a Washington Municipal Corporation. ("Town").

RECITALS

A. NCVAM desires to transfer to the Town and the Town is willing to accept from NCVAM an airplane hangar and whatever property is contained within such hangar located on Lot # 2 of Mears Airport, Concrete Washington, owned by NCVAM, subject to the terms and conditions of this Agreement. *TP 129727*

B. As part of the transfer, the Town has agreed to sign an Irrevocable License to Use Septic System and Maintenance Agreement in favor of Lots 3, 18 and 19 of Mears Airport.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. **Agreement to Transfer.** NCVAM agrees to transfer to the Town, and the Town agrees to accept from NCVAM, on and subject to terms and conditions set forth in this Agreement, the following (hereinafter referred to as "Property"):

1.1 **Hangar:** A 75x60 foot hangar located on the real property commonly known as 7879 S. Superior Ave. # 2 and legally described in the attached Exhibit A.

1.2 **Tangible Property:** Any personal property located on the Property after the Closing Date shall be and become the property of the Town.

2. **Lease Cancellation:** The lease dated January 29, 2010, between NCVAM as Tenant and Town of Concrete as Landlord for the premises located at 7879 S. Superior Ave. # 2 ("Lease") which was extended until December 31, 2019, is cancelled on the Closing Date and the Town releases NCVAM from any further liability under the lease and shall refund NCVAM the prorated amount of the already paid annual lease payment.

3. **Consideration.** In consideration for the transfer the Town agrees to enter into an *Irrevocable License to Use Septic System and Maintenance Agreement* in favor of Lots 3 and 18 and 19 in the form attached as Exhibit B, which agreement shall be recorded with the Skagit County Auditor. The Town further agrees to cancel the Lease as described in paragraph 2 and to hold NCVAM harmless from any and all claims known and unknown, as of the date of the execution of this Agreement associated with the Property.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20184093
SEP 14 2018

TRANSFER AGREEMENT -1

Amount Paid \$6
Skagit Co. Treasurer
By *Julian* Deputy

4. **NCVAM's Representations.** NCVAM warrants and represents to the Town as follows:

4.1 **Authority:** NCVAM has the power and authority to enter into this Agreement and to transfer the Property to the Town free and clear of any and all liens, encumbrances, restrictions, conditions, covenants, claims or exceptions, other than those provided for herein.

5. **Town Representations.** Town represents and warrants to NCVAM as follows:

5.1 The Town Council has approved this Transfer and the Mayor has the power and authority to enter into this Agreement, including the *Irrevocable License to Use Septic System and Maintenance Agreement*.

5.2 The Town has had a full opportunity to inspect the Property and accepts the Property "as is".

6. **The Closing.** The closing of the transfer (the "Closing") shall be completed by exchange via personal delivery or electronic mail of executed versions of documents in portable document format (.pdf). Unless otherwise agreed by the Parties in writing, the Closing shall occur on the date on which the Parties satisfy all of the conditions precedent and deliver all of the deliverables as set forth under this Agreement (the "Closing Date"). Unless otherwise agreed by the Parties in writing, Closing shall be deemed effective as of 11:59 p.m. Pacific Time as of the Closing Date. The Parties do not contemplate a formal escrow. This Agreement shall become effective and binding on the date it is signed by all of the Parties.

6.1 **Closing Costs:** Any sales (use) tax shall be paid by the Town outside of closing.

6.2 **Prorations:** Lease payment, taxes and utilities shall be prorated as of the Closing Date and shall be handled outside of Closing.

6.3 **Deliveries at Closing:** NCVAM and the Town agree to have delivered to each other, in a timely manner, such documents as are necessary to consummate the transfer of the Property on the Closing Date. To the extent additional documents may be necessary to evidence the transaction, the parties agree to cooperate in the execution thereof.

7. **Damage or Destruction.** If prior to Closing the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Town, shall become null and void, unless Town elects to accept an assignment of insurance proceeds and take the Property in its then existing condition.

8. **Miscellaneous.**

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8.1 **Descriptive Headings.** The descriptive headings in this Agreement are inserted for convenience only and reference to the Agreement and are not necessarily indicative of the content or substance of any section, paragraph, or sub-paragraph.

8.2 **Time of Essence.** Time is of the essence of this Agreement.

8.3 **Attorney's Fees.** If Town or NCVAM brings suit to enforce or declare the meaning of any provision of this Agreement, the prevailing party, in addition to any other relief, shall be entitled to recover reasonable attorney's fees and costs, including any on appeal.

8.4 **Benefit.** This Agreement shall be binding upon and shall inure to the benefit of, the parties hereto, their respective estates, heirs, successors, personal representatives, and assigns.

8.5 **Construction and Venue.** This Agreement will be interpreted in accordance with the laws of the State of Washington and venue shall be laid in the courts of Skagit County.

8.6 **Entire Agreement.** This document contains all of the agreements, conditions, and understandings among the parties with respect to the subject matter hereof and supersedes all prior discussions and understandings between such parties and representative of such parties. There are no other representations or inducement being relied upon by the parties. The Property is transferred "as is" and Town acknowledges that it has relied solely upon its own inspection.

8.7 **Definitions.** Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine, or neuter forms and the singular forms of the nouns and pronouns shall include the plural and vice versa.

8.8 **Further Assurances.** The Town and NCVAM will execute and deliver such further instruments and do such further acts and things as may be reasonably necessary or convenient to carry out the intent and purpose of this Agreement.

9. **Representations Survive Closing.** NCVAM's and Town's representations, warranties, indemnities, and guarantees shall, where applicable, be deemed to be made again at, and as of, the Closing Date, and shall survive the closing of this transaction, the delivery of all required instruments hereunder, and any investigations made by NCVAM or the Town.

10. **Counterparts.** This Agreement may be executed in any number of counterparts required by the convenience of the parties, each of which shall be of equal force and effect and all of which taken together shall constitute one Agreement.

11. **Electronic or Facsimile Transmission.** Electronic or facsimile transmission of a signed original, and retransmission of any signed electronic or facsimile transmission, shall be

the same as delivery of an original. If requested, the parties will confirm electronic or facsimile transmitted signatures by signing an original document.

The parties hereto have executed this Agreement on the date and year first above written.

TOWN OF CONCRETE

By: 

Jason Miller, Mayor

NORTH CASCADES VINTAGE
AIRCRAFT MUSEUM

By: 

James R. Ladd, President

EXHIBIT "A"
Legal Description

Lot 2, (BUILDING ONLY), 75x96 HANGAR ONLY ON LOT 2, #8023, Town of Concrete Binding Site Plan No. C-1-88, approved September 28, 1988 and September 29, 1988, recorded October 5, 1988 under Skagit County Auditor's File No. 8810050086, as amended under Auditor File No. 200805160156, being a portion of the Southwest $\frac{1}{4}$ and a portion of the Southeast $\frac{1}{4}$ of Section 10, Township 35 North, Range 8 East, W.M. **Subject to:** Covenants, Conditions, Restrictions and Easements of record, if any. Situate in Skagit County, Washington.