




202002190062

02/19/2020 10:56 AM Pages: 1 of 5 Fees: \$107.50  
Skagit County Auditor

**AFTER RECORDING RETURN TO:**

PORT OF SKAGIT COUNTY  
15400 AIRPORT DRIVE  
BURLINGTON, WA 98233

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	
DATE	2-19-20

**DEDICATION OF TAXILANE EASEMENT**

Declarant: PORT OF SKAGIT COUNTY, a Washington port district

Partial Legal Description: (full legal attached) Ptn. Skagit Regional Airport BSP, Phase 2,  
Div 1, AF#200201220163, Lot 6

Assessor's Parcel/Tax I.D. Number(s): P118872

**DECLARANT**, the Port of Skagit County, a Washington Public Port District, pursuant to power conferred thereupon by the Washington Constitution and Chapter 53.08 RCW, hereby dedicates, declares, conveys and grants the following TAXILANE EASEMENT:

Legal Description and Depiction. This TAXILANE EASEMENT shall apply and attach to that real property legally described in Exhibit A and depicted on Exhibit B hereto, which property is owned in fee simple, absolute by **DECLARANT**.

Purpose. This TAXILANE EASEMENT shall be for the purpose of: (1) providing ingress and egress for aircraft and, as needed, for vehicles to and from aviation-related facilities located on Skagit Regional Airport; and (2) the construction and maintenance of utilities serving aviation-related facilities and airport facilities located at Skagit Regional Airport.

Term, Termination and Effect. The term of this easement shall be perpetual unless terminated by an action of the Commissioners of the **DECLARANT**. This easement shall constitute a covenant running with the land.

Limitations on and Permission to Use. No person or entity shall utilize, build on or occupy this TAXILANE EASEMENT in a manner that violates and Federal, state or local law or ordinance, and in particular no rule or regulation of the Federal Aviation Administration or the Washington Department of Transportation or the Skagit Regional Airport *Minimum Standards* promulgated by the Port of Skagit (collectively, the "Aviation Rules") each applied in descending order of precedence. Use of the TAXILANE EASEMENT for any

purpose whatsoever shall be by permission of, and limitations imposed by, the **DECLARANT**, which permission may be revoked, and which limitations may be altered, at any time. No construction shall take place on, over or under the TAXILANE EASEMENT without express written permission of **DECLARANT**, which permission may be limited or withheld for any reason in the sole discretion of the **DECLARANT**.

Applicability of Provisions. Upon recording hereof, the provisions of this TAXILANE EASEMENT shall be binding upon any person or entity using or occupying the TAXILANE EASEMENT at any time and any person or entity using or occupying the TAXILANE EASEMENT shall be deemed to have received notice hereof and to have accepted all provisions herein stated.

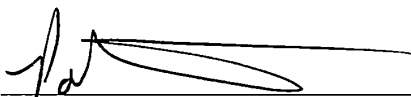
No Waiver. Failure by **DECLARANT** to enforce any provision hereof, under any circumstances, shall not be deemed a waiver of such provision(s) or the **DECLARANT's** right to take any action allowed by law or in equity to enforce this TAXILANE EASEMENT.

Enforcement, Venue and Attorney Fees. The provisions of this TAXILANE EASEMENT shall be enforced in, and any claims by the **DECLARANT** for damages to any **DECLARANT**-owned facilities upon such TAXILANE EASEMENT shall be brought in, and users or occupiers of the TAXILANE EASEMENT submit to, exclusive venue in Skagit County Superior Court. The prevailing party in any such suit shall receive its costs, at trial and on any appeal, including reasonable attorney fees.

Modification and Severability. The terms and conditions of this TAXILANE EASEMENT may only be altered by action the Commission of the Port of Skagit County. Should any portion of this TAXILANE EASEMENT be declared invalid, void, or unenforceable in any manner, the balance of this TAXILANE EASEMENT shall remain in full force and effect. In any action to construe this TAXILANE EASEMENT, the policies of the **DECLARANT** shall be given presumptive effect.

**DECLARANT:**

**PORT OF SKAGIT COUNTY**



PATRICIA H. BOTSFORD-MARTIN,  
Executive Director

DATE:

1/29/20

On this 29<sup>th</sup> day of January, 2020, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patricia H. Botsford-Martin, to me known to be the Executive Director of the Port of Skagit County, a municipal corporation, 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 were duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.



Notary Public in and for the state of  
Washington, residing at: Snohomish  
My Commission Expires: 9-9-2022  
Printed Name: Sarah McGee

## EXHIBIT "A"

## LEGAL DESCRIPTION

For  
PORT OF SKAGIT COUNTY

"NEW" TAXILANE EASEMENT

A 25.5 FOOT PORTION OF THE RESULTING LOT 6, AS LEGALLY DESCRIBED IN THAT CERTAIN BOUNDARY LINE ADJUSTMENT DEED RECORDED ON February 19, 2020 ~~2019~~, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202002190061, BEING A PORTION OF LOT 6 AND 7 AND A PORTION OF THAT TAXI LANE BETWEEN LOTS 7 AND 6 "SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE II, DIVISION 1," AS PER BINDING SITE PLAN WITH FINAL APPROVAL JANUARY 22, 2002 AND RECORDED JANUARY 22, 2002 UNDER AUDITOR'S FILE No. 200201220163, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 25.50 FEET OF THE EAST 132.00 FEET AND DISTANT OF THE EAST LINE OF LOT 6 OF WHICH THE EAST LINE OF LOT 6 BEARS SOUTH 32°21'58" EAST PER PLAT THEREOF.

CONTAINING 7,173± SQUARE FEET,

SITUATED IN SKAGIT COUNTY, WASHINGTON

