



**202212160156**

12/16/2022 02:46 PM Pages: 1 of 3 Fees: \$205.50  
Skagit County Auditor

**WHEN RECORDED RETURN TO:**

Anacopper LLC  
2018 R Avenue  
Anacortes, WA 98221

<b>REVIEWED BY</b>	
<b>SKAGIT COUNTY TREASURER</b>	
DEPUTY	<u>Bla Ma</u>
DATE	<u>12/16/22</u>

**GRANT OF AVIGATION EASEMENT**

GRANTOR: Anacopper LLC, a Washington Limited Liability Company

GRANTEE: PORT OF ANACORTES, a Washington Municipal Corporation

LEGAL DESCRIPTION: (5.2000 ac) SW1/4 SW1/4 SW1/4, SECTION 23, TOWNSHIP 35 NORTH,  
RANGE 1 EAST, W.M., EXC W 586FT OF S 325FT THOF & EXC W 20FT &  
EXC N 33FT THOF TGW PTN S 33FT OF N 693FT DESC AF#887647

ASSESSOR'S TAX PARCEL

IDENTIFICATION NUMBER: P31752

350123-3-002-0201

**AVIGATION EASEMENT**

**THIS AVIGATION EASEMENT** is entered into as of this 9<sup>th</sup> day of November 2022, by Anacopper LLC, a Washington limited liability company ("Grantor"), and the Port of Anacortes, a Washington municipal corporation ("Grantee").

**RECITAL**

- A. Grantor is the owner of certain real property situated in Skagit County, Washington and legally described in Exhibit A attached hereto and by this reference incorporated herein (the "Property") as Exhibit B and by this reference incorporated herein.
- B. Grantor hereby expressly grants the Port of Anacortes the following easement rights over and about Grantor's Property for general aviation uses (the "Avigation Easement").

**AGREEMENT**

1. The Avigation Easement includes the right for the Port of Anacortes and its successors, assigns, guests and/or invitees, for the use and benefit of the public, to cause over and above Grantor's Property such noise as may be inherent in the operation of aircraft for navigation of, or flight in, said airspace, and for use of said airspace for landing on, taking off from, or operating on the Anacortes Airport (the "Airport").
2. The Avigation Easement includes the right of flight for the passage of aircraft over any portion of Grantor's Property.
3. This Avigation Easement includes the right to invade or otherwise interfere with the Property from time to time with noise, vibration, exhaust, and other disturbances to the Property arising Grantee's use of the Avigation Easement. The Grantor, on behalf of itself, its successors and assigns, further acknowledges that this Avigation Easement contemplates and includes all existing and future operations at the Airport, acknowledging that future Aircraft numbers and types will most likely increase and noise patterns may also change or increase, and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of changes in Aircraft volumes or changes in noise, traffic patterns, runway lengths or location, or types or categories of Aircraft using the Airport.
4. Grantor shall not grant any person any easement or other right in the Property which would in any way interfere with the Grantee's exercise of its rights under this Avigation Easement.
5. This Avigation Easement shall not be modified or amended except by a subsequent agreement in writing signed by Grantor and Grantee. This Avigation Easement, including the exhibits attached hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection therewith. No statements, agreements, understanding, representations, warranties, or conditions not expressed in this Avigation Easement shall be binding upon the parties hereto or shall be effective to interpret, change or restrict the provisions of this Avigation Easement unless such is in writing signed by both parties hereto and by reference made a part hereof.
6. Any notice permitted or required to be given by either party to this Avigation Easement shall be given in writing and delivered by certified U.S. mail, with return receipt requested, properly addressed, postage prepaid, by reputable overnight delivery service, or by personal delivery as follows:

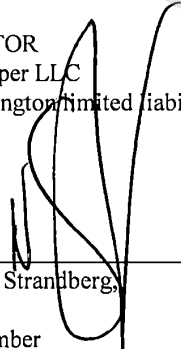
Grantor: Anacopper LLC  
2018 R Avenue  
Anacortes, WA 98221

Grantee: Port of Anacortes  
100 Commercial Ave  
Anacortes, WA 98221

7. This Avigation Easement shall run with the land and the benefits and burdens hereof shall be binding upon the Grantor, and its successors and assigns, as owner of the Property, and the benefits hereof shall inure to the benefit of the Grantee, its commissioners, agents, contractors, successors and assigns, as owner of the Airport, and all employees, invitees, guests and passengers now or hereafter utilizing the Airport, including any and all person or entities operating Aircraft to or from the Airport.
8. This Avigation Easement shall be construed, interpreted, and enforced in accordance with the laws of the State of Washington.
9. In the event of any dispute arising from or relating to this Avigation Easement, the substantially prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs.


**IN WITNESS WHEREOF**, the parties have executed this Avigation Easement as of the date and year first above written.

GRANTOR  
Anacopper LLC  
a Washington limited liability company

By:   
Nels G. Strandberg

Its: Member

GRANTEE  
Port of Anacortes  
a municipal corporation

BY:   
Dan Worra

Its: Executive Director