



200709250033
Skagit County Auditor

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After recording return to:

PORT OF ANACORTES
PO BOX 297
Anacortes WA

9822

Washington State Recorder's Cover Sheet (RCW 65.01)

Document Title(s):	AVIGATION EASEMENT
Reference Number(s) of Related Documents:	
Grantor(s):	CHAFFEY NORTH LLC
Grantee(s):	PORT OF ANACORTES
Abbreviated Legal Description(s):	TR 3/4 Anaco Beach Vol. 5, page 4
Assessor's Property Tax Parcel/Account Number(s):	P01813 * P32374

Recording requested by
and when recorded return to:

Port of Anacortes
P.O. Box 297
First & Commercial Avenue
Anacortes, Washington 98221

AVIGATION EASEMENT

THIS AVIGATION EASEMENT is entered into as of this 18 day of Sept., 2007, by CHAFFEY NORTH, a LLC, 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") and as outlined on the map attached hereto as Exhibit B and by this reference incorporated herein for the benefit of the Port of Anacortes a municipal corporation of the State of Washington and its successor and assigns.

WITNESSETH

CHAFFEY NORTH,
GRANTOR, LLC, for and in consideration of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby make, declare, transfer, convey, warrant and establish a perpetual, non-exclusive easement for the free and unobstructed use and passage of all types of Aircraft (as hereinafter defined) over, across and through the airspace in excess of 46 feet above the Property or in the vicinity of the Property, with such use and passage being unlimited as to noise, time of day or frequency (the "Avigation Easement") for the benefit of GRANTEE, Port of Anacortes, a municipal corporation of the State of Washington, its commissioners, agents, contractors, successors and assigns and all employees, invitees, guests and passengers now or hereafter utilizing the Airport (as hereinafter defined) and for the benefit of all property now owned or hereafter acquired by the Port of Anacortes, its successors and assigns and operated as an airport, including, but not limited to, certain real property situated in Skagit County, Washington and commonly known as the Anacortes Airport and legally described in Exhibit C attached hereto and by this reference incorporated herein (the "Airport").

Said Avigation Easement includes the right to invade or otherwise interfere with the Property from time to time with noise, vibration, dust, fumes and other disturbances to the Property arising from Grantee's use of the Avigation Easement, including any resulting fear, interference with sleep, interference with conversation, interference with radio, telephone or television transmission or reception to Grantors, their heirs, successors, assigns or invitees and/or any and all other things which may be alleged to or be incident to or to result from flights of Aircraft over or in the vicinity of the Property or from Aircraft landing at, taking off from, or

Easement only
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

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SEP 25 2007

Amount Paid \$
Skagit Co. Treasurer
By *Ka* Deputy



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operating at or near the Airport.

This Avigation Easement shall run with the Airport and shall be binding upon and inure to the benefit of Grantee and its commissioners, agents, contractors, successors, assigns, employees, invitees, guests and passengers of Aircraft utilizing the Airport and shall be binding upon and constitute a permanent burden running with the Property and shall be binding upon and enforceable against Grantors, their heirs, successors, assigns, mortgagees, lessees, invitees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in all or any part of the Property. Grantors do hereby fully waive, remise and/or release any and all damages, rights, claims or causes of action for damages which they may now have or which they may in the future acquire against Grantee, its successors and assigns, and caused or alleged to have been caused by or incidental to the operation of Aircraft over or in the vicinity of the Property or in Aircraft landing at, taking off from, or operating at or near the Airport.

Grantors 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.

Grantors reserve the right to use the Property for any purpose not inconsistent with the Avigation Easement hereby granted to Grantee; provided, however, that Grantors shall not hereafter erect, permit the erection of, or the growth of, or permit or suffer to remain upon the Property any building, structure, tree or other object extending more than 46 feet into the airspace above the surface of the Property. Grantors further agree not to use or permit to suffer the use of the Property in such a manner as to create electrical interference with radio communication between any installation aboard said Aircraft and Airport or as to make it difficult for pilots to distinguish between airport lights and others or as to impair visibility in the vicinity of the Airport or otherwise as to endanger the landing, taking off or maneuvering of Aircraft in the vicinity of the Airport, it being understood that the aforesaid covenants and agreements shall run with the Property.

The Avigation Easement granted herein shall be perpetual and shall have priority over any and all liens, encumbrances or other interests in the Property, and shall survive transfer of the fee ownership or any leasehold estate in the Property. Grantors shall at their sole cost and expense, obtain any and all consents and/or subordination of other interests in the Property as may be necessary to insure that the Avigation Easement constitutes a valid easement encumbering the Property, free and clear of all liens, encumbrances or other interest in the Property except such liens, encumbrances or other interests in the Property as shall have been approved by Grantee in writing and subordinated to Grantee's rights under this Avigation Easement.

Grantee shall have the right to enter upon the Property (following such prior notice to Grantors as is practicable under the circumstances, due deference being given to Grantee's exercise of its discretion to protect the public now or hereafter utilizing the Airport), and remove



any building, structure, tree or other object extending more than 46 feet into the airspace above the surface of the Property or which, in Grantee's sole discretion, poses a threat to Aircraft landing at, taking off from or operating at or near the Airport, all at Grantors' sole cost and expense. Grantors hereby grant Grantee the right to enter upon the Property and mark and light as obstructions to Aircraft any and all buildings, structures, trees or other object which now or hereafter may be located upon the Property. In addition to any other remedies provided for herein or provided by law, Grantee shall have the right to bring an action for specific performance to enforce the provisions of this Avigation Easement, including the right to enjoin construction of buildings or other structures upon the Property.

As used herein, the term "Aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed and shall include, but not be limited to jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, crop dusters, helicopters and any and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air.

In case any one or more of the provisions contained in the Avigation Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Avigation Easement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Nothing in this Avigation Easement shall constitute, or be construed as constituting any limitation upon Grantee or any waiver by Grantee with respect to its exercise of the power of eminent domain in connection with any property.

This Avigation Easement shall be construed, interpreted and enforced in accordance with the laws of the State of Washington.

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

GRANTOR

CHAFFEY NORTH
a LLC

By: _____

Kennedy
V.P.

Its: V.P. CHAFFEY HOMES,
Managing Member,
CHAFFEY NORTH LLC

GRANTEE

Port of Anacortes,
a municipal corporation

By: _____

Robert W. Hyde

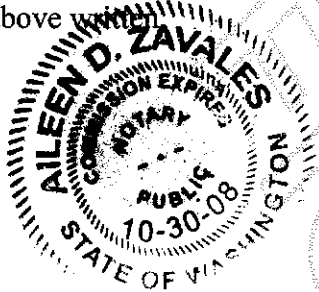
Its: **Executive Director**



STATE OF WASHINGTON)
)
COUNTY OF SKAGIT KING) ss.
)

On this 18 day of Sept., 2007, personally appeared before me Kevin Murray, to me known to be the V.P. of Charley Homes, the Washington Corporation named in the within and foregoing instrument, and acknowledged to me that he signed the same on his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Aileen D. Zavales
Print Name: Aileen D. Zavales
NOTARY PUBLIC in and for the State of Washington,
Residing at Kirkland WA
My commission expires: 10-30-08

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.
)

On this 20th day of SEPTEMBER 2007, personally appeared before me Robert W. Hyde, to me known to be the Executive Director of the Port of Anacortes, the municipal corporation named in the within and foregoing instrument, and acknowledged to me that he signed the same on his behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

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



Julianne M. Lindsey
Print Name: Julianne M. Lindsey
NOTARY PUBLIC in and for the State of Washington,
Residing at Anacortes, WA
My commission expires: 7-24-08



ANACO BEACH THREE LOT SHORT PLAT

LEGAL DESCRIPTION

Tract 4 and the Southeasterly 40 feet of Tract 3, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington;

ALSO that portion of Tract 2 and 3 of Plats No. 3 of Tide and Shore Lands of Section 27, Township 35 North, Range 1 East of the Willamette Meridian, as shown on the official map thereof in the Office of the State Land Commissioner at Olympia, Washington, lying between the Northwesterly and Southeasterly lines of T tract 4 of Anaco Beach, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

Situated in Skagit County, Washington.



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