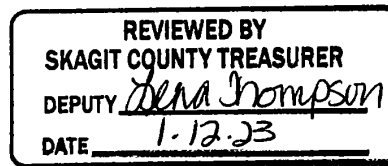


Filed at the Request of/Return to:

Port of Skagit County  
15400 Airport Drive  
Burlington, WA 98233



**REVISED DECLARATION OF EASEMENT**  
for  
**INGRESS, EGRESS, and UTILITIES**

---

GRANTOR/  
DECLARANT: **PORT OF SKAGIT COUNTY**, a Washington public  
port district and municipal corporation

GRANTEE/  
BENEFICIARY: **PORT OF SKAGIT COUNTY**, a Washington public port district  
and municipal corporation

Abbreviated Legal: A portion of Lot 72 and Lot 77 of the Alteration to Amended Skagit  
Regional Airport Binding Site Plan, Phase 1, AF 202112100111

Servient Parcel Nos.: P 120177 and P120182

Referenced Documents: 202104190114

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THIS REVISED DECLARATION OF EASEMENT for INGRESS, EGRESS, and UTILITIES (the "Revised Easement") is made and entered into by the PORT OF SKAGIT COUNTY, a Washington public port district and municipal corporation") as "**Declarant**" and "**Beneficiary**".

**RECITALS**

- A. Whereas Declarant previously recorded a DECLARATION OF EASEMENT for INGRESS, EGRESS, and UTILITIES under Skagit County Auditor File No. 202104190114 (the "Old Easement");
- B. This Revised Easement is intended to, and does, rescind and replace the Old Easement;
- C. Declarant/Beneficiary is the owner of real property encumbered by the easement dedicated herein, the "Servient Parcels," legally described as:

Lot 72 of the Amended Skagit Regional Airport Binding Site Plan, Phase 1, AF 200303040030, NE ¼, Section 03, Township 34N, Range 3 E.

Lot 77 of the Alteration to Amended Skagit Regional Airport Bindings Site Plan, Phase 1, AF 202112100111, NE ¼, Section 03, Township 34N, Range 3 E

Situate in Skagit County, Washington.

Beneficiary is also the owner of real property benefitting from the easement dedicated herein, the "Dominant Parcels," legally described as follows:

Alteration to Amended Skagit Regional Airport Binding Site Plan, Phase 1, AF 200303040030, NE ¼, Section 03, Township 34N, Range 3 E.

Situate in Skagit County, Washington.

D. Declarant has determined that it is in its best interest to dedicate a non-exclusive perpetual easement for ingress, egress, and utilities over, under, and across a strip of Servient Parcels.

**NOW, THEREFORE**, the Declarant hereby declares and dedicates the following non-exclusive easement:

1. Dedication of Easement. Declarant hereby dedicates and grants to Beneficiary, without warranty, a non-exclusive, perpetual easement for ingress, egress, and utilities, over, under, and across a portion of Lot 72 and Lot 77 of Alteration to Amended Skagit Regional Airport Binding Site Plan, Phase 1, Auditor's File No. 202112100111 (the "Easement Area") and being more particularly described in **Exhibit A** and attached hereto and incorporated herein by this reference

2. Intent of Revised Easement. The intent of this Revised Easement is to provide access from the edge of Higgins Airport Way right-of-way to benefit the portion of the Servient Parcels not in the Easement Area and the Dominant Parcel and those other parcels owned by Declarant as described herein.

3. Use of Easement. The Declarant/Beneficiary, the Declarant's employees, invitees and agents, the public and any tenant of the Declarant/Beneficiary, including employees, agents and invitees thereof, may use the easement in a reasonable manner that does not interfere with the use of the easement area by any tenant of either the Dominant Parcels or the Servient Parcel. Declarant/Beneficiary shall have exclusive authority to approve the placement, or to place, improvements in the easement area consistent with the terms hereof.

4. Site Map. A map showing the Easement Area, the Servient Parcel and the Dominant Parcels is attached hereto as **Exhibit B** and incorporated herein by this reference.

5. Old Easement Rescission. The Old Easement is rescinded and replaced, in its entirety, by this Revised Easement.

6. Non-Waiver of Breach. The failure of Declarant to insist upon strict performance of any of the covenants or agreements of this easement in one or more instances shall not be construed to be a waiver or relinquishment of any such covenant or agreement, but the same shall be and remain in full force and effect during the term of this easement.

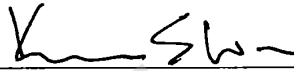
6. Easement Runs with Land. The benefits, burdens, and covenants of the easement declared herein shall be deemed to be appurtenant to and run with the land and shall bind the Declarant's/Beneficiary's Property, the Declarant/Beneficiary, and all entities and persons possessing or leasing the Servient Parcel.

7. Applicable Law. This Agreement shall be construed according to the laws of the State of Washington.

**IN WITNESS WHEREOF**, the Declarant/Beneficiary has executed this Easement on the day, month and year last written below.

**DECLARANT/BENEFICIARY**

**PORT OF SKAGIT COUNTY**



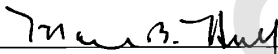
Kevin Ware, Commission President

Date 12/13/22



Steve Omdal,  
Commission Vice President

Date 12/13/22



Mahlon Hull, Commission Secretary

Date 12/13/22

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Kevin Ware is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as President of the Board of Commission of the Port of Skagit County, to be the free and voluntary act of such trust for the uses and purposes mentioned in the instrument.

Given Under My Hand and Official Seal this 13<sup>th</sup> day of December, 2022.



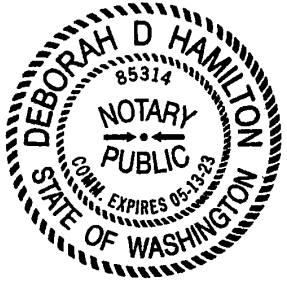
Deborah D. Hamilton  
(Signature)  
Deborah D. Hamilton  
(Print Name)

Notary Public in and for the State of Washington,  
residing at Burlington, WA  
My commission expires: 5/13/23

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Steve Omdal is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Vice President of the Board of Commission of the Port of Skagit County, to be the free and voluntary act of such trust for the uses and purposes mentioned in the instrument.

Given Under My Hand and Official Seal this 13<sup>th</sup> day of December, 2022.



Deborah D. Hamilton  
(Signature)  
Deborah D. Hamilton  
(Print Name)

Notary Public in and for the State of Washington,  
residing at Burlington, WA  
My commission expires: 5/13/23

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Mahlon Hull is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Secretary of the Board of Commission of the Port of Skagit County, to be the free and voluntary act of such trust for the uses and purposes mentioned in the instrument.

Given Under My Hand and Official Seal this 13<sup>th</sup> day of December, 2022 <sup>ddtt</sup>



Deborah D. Hamilton

(Signature)

Deborah D. Hamilton

(Print Name)

Notary Public in and for the State of Washington,  
residing at Burlington WA  
My commission expires 5/13/23

**Exhibit 'A'**  
**ACCESS EASEMENT LEGAL DESCRIPTION**



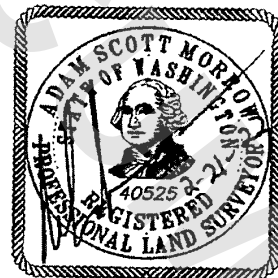
**Pacific Surveying & Engineering, Inc**

land surveying • civil engineering • consulting • environmental  
909 Squalicum Way #111, Bellingham, WA 98225  
Phone 360.671.7387 Facsimile 360.671.4685 Email [info@psurvey.com](mailto:info@psurvey.com)

AN EASEMENT FOR INGRESS & EGRESS LOCATED WITHIN A PORTION OF LOT 72 AND LOT 77, ALTERATION TO AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202112100111, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

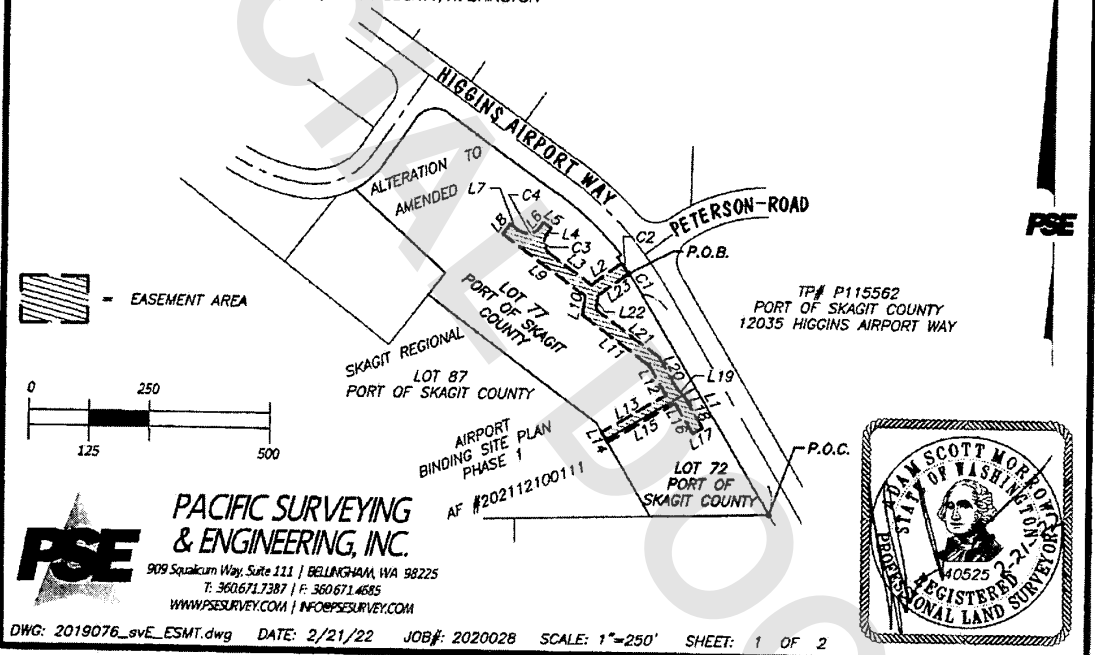
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 72; THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 31°00'00" WEST, 523.30 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 59°00'00" WEST A DISTANCE OF 650.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'05" AN ARC DISTANCE OF 50.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 54°33'55" WEST A DISTANCE OF 650.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°17'31" AN ARC DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 53°25'11" WEST, 88.48 FEET; THENCE NORTH 53°48'37" WEST 105.62 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 36°11'23" EAST A DISTANCE OF 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 47.12 FEET; THENCE NORTH 36°11'23" EAST 14.00 FEET; THENCE AT RIGHT ANGLES, NORTH 53°48'37" WEST 20.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 36°11'23" WEST 14.00 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 53°48'37" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 47.12 FEET; THENCE NORTH 53°48'37" WEST 23.24 FEET; THENCE AT RIGHT ANGLES SOUTH 36°11'23" WEST 26.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 53°48'37" EAST 212.83 FEET; THENCE SOUTH 08°21'51" WEST 39.03 FEET; THENCE SOUTH 53°48'37" EAST 172.63 FEET; THENCE SOUTH 31°02'56" EAST 69.84 FEET; THENCE SOUTH 59°20'54" WEST 153.38 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 77; THENCE ALONG SAID LINE AND EXTENSION THEREOF, SOUTH 30°39'05" EAST, 24.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 72; THENCE DEPARTING SAID LINE, NORTH 59°20'54" EAST 160.85 FEET; THENCE SOUTH 31°02'56" EAST 71.97 FEET; THENCE AT RIGHT ANGLES, NORTH 59°21'04" EAST, 24.00 FEET; THENCE AT RIGHT ANGLES, NORTH 31°02'56" WEST 71.98 FEET; THENCE NORTH 41°42'29" WEST 28.66 FEET; THENCE NORTH 31°02'56" WEST 71.11 FEET; THENCE NORTH 53°48'37" WEST 162.19 FEET; THENCE NORTH 08°21'51" EAST 28.82 FEET; THENCE NORTH 53°25'11" EAST, 77.70 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON



# EXHIBIT 'B'

SITUATE IN A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, AND THE NE 1/4 OF THE NW 1/4 OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON



**PACIFIC SURVEYING & ENGINEERING, INC.**  
 909 Squakum Way, Suite 111 | BELLINGHAM, WA 98225  
 T: 360.671.7387 | F: 360.671.4685  
 WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

# EXHIBIT 'B'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N31°00'00"W	523.30
L2	S53°25'11"W	88.48
L3	N53°48'37"W	105.62
L4	N36°11'23"E	14.00
L5	N53°48'37"W	20.00
L6	S36°11'23"W	14.00
L7	N53°48'37"W	23.24
L8	S36°11'23"W	26.00
L9	S53°48'37"E	212.83
L10	S8°21'51"W	39.03
L11	S53°48'37"E	172.63
L12	S31°02'56"E	69.84
L13	S59°20'54"W	153.38
L14	S30°39'05"E	24.00
L15	N59°20'54"E	160.85

LINE TABLE		
LINE	BEARING	LENGTH
L16	S31°02'56"E	71.97
L17	N59°21'04"E	24.00
L18	N31°02'56"W	71.98
L19	N41°42'29"W	28.66
L20	N31°02'56"W	71.11
L21	N53°48'37"W	162.19
L22	N8°21'51"E	28.82
L23	N53°25'11"E	77.70

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	650.00'	4°26'05"	50.31'
C2	650.00'	2°17'31"	26.00'
C3	30.00'	90°00'00"	47.12'
C4	30.00'	90°00'00"	47.12'



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