



202410180031

10/18/2024 09:20 AM Pages: 1 of 15 Fees: \$317.50
Skagit County Auditor

WHEN RECORDED RETURN TO:

Scot S. Swanson
Belcher Swanson Law Firm, P.L.L.C.
900 Dupont Street
Bellingham, WA 98225

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY S. Burrow
DATE 10/16/24

Document Title: Declaration of Ingress/Egress and Parking Easement
Declarant/Grantee/Grantor: Joseph W. Fisher II and Barbara Ann Fisher, Trustees of the Joseph W. Fisher II and Barbara Ann Fisher Trust
Legal Description: Ptn of LOT 87, Alteration to Amended Skagit Regional Airport BSP, Phase I, AF# 202112100111
Assessor's Tax Parcel ID#: P137110

DECLARATION OF INGRESS/EGRESS AND PARKING EASEMENT

THIS DECLARATION OF INGRESS/EGRESS AND PARKING EASEMENT

(herein the "Easement") is made and entered on this 14th day of October 2024 by Joseph W. Fisher II and Barbara Ann Fisher, Trustees of the Joseph W. Fisher II and Barbara Ann Fisher Trust (herein the "Declarant").

RECITALS:

A. Declarant entered into a Ground Lease Agreement with the Port of Skagit dated August 11, 2020, which lease has been amended by the First Amendment to Ground Lease Agreement dated June 3, 2021 and the Second Amendment to Ground Lease Agreement dated October 14, 2024, for real property legally described on attached Exhibit A as depicted on attached Exhibit B (the "Fishers Hangars Lease").

Hereinafter referred to as "Fisher Hangars Property".

B. Declarant also entered into a Ground Lease Agreement with the Port of Skagit dated September 14, 2021, which lease has been amended by the First Amendment to Ground Lease Agreement dated October 14, 2024, for the adjoining real property legally described on attached Exhibit C as depicted on attached Exhibit D (the Fisher Executive Hangars Lease").

Hereinafter referred to as "Fisher Executive Hangars Property".

- C. The Declarant has constructed a hangar building on the Fisher Hangars Property and a hangar building on the Fisher Executive Hangars Property.
- D. The Declarant created the Fisher Hangars, a Condominium pursuant to the Declaration of Condominium for Fisher Hangars, a Condominium recorded at Skagit County Auditors File No. 202410180032 along with the Survey Map for the Fisher Hangars, a Condominium recorded at Skagit County Auditor's File No. 202410180033 ("Fisher Hangars Condominium").
- E. The Declarant created Fisher Executive Hangars, a Condominium pursuant to the Declaration of Condominium for Fisher Executive Hangars, a Condominium recorded at Skagit County Auditors File No. 202410180034 along with the Fisher Executive Hangars, a Condominium Survey Map recorded at Skagit County Auditor's File No. 202410180035 ("Fisher Executive Hangars Condominium").
- F. The Fisher Hangars Property and the Fisher Executive Hangars Property share a property line between the two properties.
- G. There is a paved area between the Fisher Hangars Condominium building and the Fisher Executive Hangars Condominium that should be accessible by the owners and occupants of both the Fisher Hangars Condominium and the Fisher Executive Hangars Condominium. The area is shown on Exhibit "E" and legally described on Exhibit "F" attached hereto ("Easement Area")
- H. There seven parking spaces for the Fisher Hangars Condominium located within the Easement Area and the location of the parking spaces encroach into the Fisher Executive Hangars Property as shown on the Survey Map for Fisher Executive Hangars, a Condominium.
- I. Separate condominium associations have been set up for the Fisher Hangars Condominium and the Fisher Executive Condominium to manage the respective common elements of the condominiums, including this Easement.

J. It is Declarant's desire to establish an easement for ingress and egress through the Easement Area as well as establish an easement to provide for parking within the partial parking spaces encroaching onto the Fisher Executive Hangars Property in favor of the Fisher Hangars Property.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. **Ingress/Egress Easement.** Declarant hereby grants, declares and reserves for the benefit of the Fisher Hangars Property and the Fisher Executive Hangars Property and their respective condominium associations, owners, occupants, tenants, and invitees a reciprocal non-exclusive perpetual easement for ingress and egress over the Easement Area. Provided, the ingress and egress rights are limited to paved areas, as constructed. The purpose of this Easement is to provide free access through the area for owners, occupants, tenants, and invitees. The use of the Easement Area for ingress and egress shall not be done in such a way that it causes the obstruction nor the impediment of vehicular traffic upon or across the Easement Area or access to and use of the parking spaces therein. The Easement Area shall be used for ingress and egress through the properties only. No other use is allowed. There shall be no obstruction nor the impediment of vehicular or pedestrian traffic within the Easement Area, except for limited circumstances related to repair/maintenance or emergency situations. Except as provided in the Parking Easement below, the condominium association formed for the properties shall be responsible for maintenance, repair, and replacement of the portion of the Easement Area that is located within that particular condominium, at their sole cost and expense. The Easement Area shall be maintained in good and orderly condition.

2. **Parking Easement.** Declarant hereby grants, declares and reserves for the benefit of the Fisher Hangars Property a perpetual, exclusive easement over and across the seven parking spaces located within the Easement Area for the purpose of parking. The parking spaces are mainly located on the Fisher Hangars Condominium Property but a small portion of the parking spaces encroaches onto the Fisher Executive Hangars Condominium as depicted on the Survey Map for the Fisher Executive Hangars, a Condominium recorded at Skagit County Auditor's File No. 2024 10180035, which is incorporated by this reference. The parking easement granted herein are "as built". This parking easement shall allow the owners, tenants, and guests within the Fisher Hangars, a Condominium the unrestricted right to park in the seven

parking stalls described above and such rights shall not apply to any other property. In the exercise of these parking rights, the condominium association shall not commit or permit waste within any portion of the Easement Area or allow any use of the parking spaces which is a nuisance or disturbs the quiet enjoyment of any adjacent property occupant or which violates any governmental restriction, limitation, or prohibition or is a violation of either the Fishers Hangars Lease or the Fishers Executive Hangars Lease with the Port of Skagit. The condominium association for the Fisher Hangars, a Condominium shall be responsible for maintenance, repair, and replacement of the parking stalls. Such stalls shall be maintained in such condition that they are in a workable and usable condition.

3. **Oil/Water Separator Easement.** Declarant hereby grants, declares, and reserves for the benefit of both the Fisher Hangars Property and the Fisher Executive Hangars Property a non-exclusive, perpetual easement over, under, and across that portion of the Fisher Hangars Property as depicted on the face of the Fisher Hangars, a Condominium Survey Map, for the purpose of using, maintaining, repairing, and replacing an oil/water separator. Both the condominium associations set up for the Fisher Hangars, a Condominium and Fisher Executive Hangars, a Condominium shall be responsible for all upkeep and maintenance of the oil/water separator as set forth herein. The oil/water easement is intended for the oil/water separator and related facilities to be used by both properties. The associations shall have the joint obligation to maintain, operate, repair, reconstruct, or replace the oil/water separator facilities, to the extent they are shared. If any lines or facilities are used solely by one (1) condominium, then that association shall have the obligation. The associations shall share the costs of any reasonable maintenance, operation, repair, reconstruction, replacement of the oil/water facilities equally. Provided, each individual association is solely responsible for its own connection to the oil/water separator and its line to their own improvements. Maintenance may include periodic inspections of the facilities. If either association believes that maintenance or repair of the lines or facilities is required, that association shall provide written notice to the other association identifying the maintenance or repair believed to be necessary, with a bid or estimate for the costs for such work. If the other association objects to such work, or to costs thereof, they must provide written notice of its objection to the other association within ten (10) days of their receipt of the notice originally given. Work shall commence no less than fourteen (14) days after the date of the initial notice herein. If no objection is provided by the other

association, the other association shall be obligated to pay its portion of the cost of work. Any association obligated to pay maintenance and repair costs herein agrees and recognizes that the expenses, costs of attorney's fees, court costs and interest at the rate of twelve percent (12%) per annum shall be included with the amount of any delinquent payment in the judgment.

4. **Binding Effect.** In all respects, the provisions of this Easement shall be construed and interpreted as covenants which run with and are appurtenant to the land of the parties above described and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

5. **No Waiver.** Failure to enforce any provision of this Easement shall not operate as a waiver of any such provision.

6. **Severability.** Invalidity of any of the provisions of this Easement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

7. **Notices.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the address to each individual lot owner, as designated with the Skagit County Assessor's Office.

8. **Entire Agreement.** This Easement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

9. **Applicable Law.** This Easement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington and the parties agree that the Superior Court of Skagit County shall be the appropriate venue of any suit or proceeding brought with respect to this Easement.

10. **Termination or Amendment.** This Easement shall not be amended or terminated without written approval from the Port of Skagit.

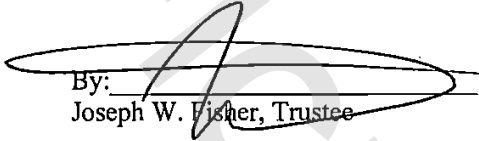
11. **No Amendment to Leases.** Nothing herein shall amend the Fishers Hangars Lease or the Fishers Executive Hangars Lease. In the event of a conflict between the terms of

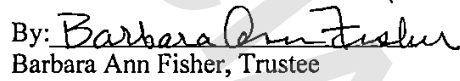
this Easement and the Fishers Hangars Lease and/or the Fishers Executive Hangars Lease, the Fishers Hangars Lease and/or the Fishers Executive Hangars Lease shall control.

12. **Port Consent.** The Port of Skagit is signatory to this Easement solely for the purpose of consenting to its recordation against real property owned by the Port of Skagit.

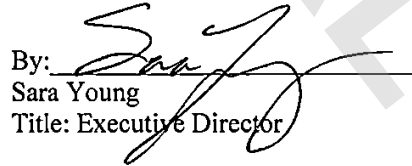
IN WITNESS WHEREOF, the Declarant has executed this Easement as of the date first written above.

Joseph W. Fisher II and Barbara Ann Fisher, Trustees of the Joseph W. Fisher II and Barbara Ann Fisher Trust

By: 
Joseph W. Fisher, Trustee

By: 
Barbara Ann Fisher, Trustee

Port of Skagit

By: 
Sara Young
Title: Executive Director



Pacific Surveying & Engineering, Inc

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 Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

EXHIBIT 'A' FISHER HANGARS LEASE AREA DESCRIPTION

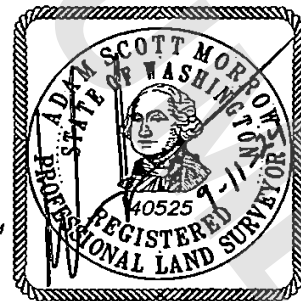
A PORTION OF LOT 87, ALTERATION TO AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN PHASE 1, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202112100111, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 82, AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN PHASE 1, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200303040030; THENCE ALONG THE WEST LINE THEREOF, SOUTH 36°49'35" WEST, 80.65 FEET; THENCE DEPARTING SAID LINE AND AT RIGHT ANGLES THERETO, NORTH 53°10'25" WEST, 78.00 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 38°12'27" WEST, 17.00 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 10.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 38°12'27" WEST, 70.91 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 5.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 38°12'27" WEST, 17.00 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 5.00 FEET; THENCE AT RIGHT ANGLES, NORTH 38°12'27" EAST, 19.27 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 249.54 FEET; THENCE NORTH 37°52'46" EAST, 124.32 FEET; THENCE NORTH 51°47'33" WEST, 6.84 FEET; THENCE AT RIGHT ANGLES, NORTH 38°12'27" EAST, 20.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 51°47'33" EAST, 6.00 FEET; THENCE AT RIGHT ANGLES, NORTH 38°12'27" EAST, 16.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 51°47'33" EAST, 97.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 38°12'27" WEST, 7.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 51°47'33" EAST, 34.00 FEET; THENCE AT RIGHT ANGLES, NORTH 38°12'27" EAST, 7.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 51°47'33" EAST, 59.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 38°12'27" WEST, 15.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 51°47'33" EAST, 10.00 FEET; THENCE AT RIGHT ANGLES, NORTH 38°12'27" EAST, 15.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 51°47'33" EAST, 51.09 FEET; THENCE AT RIGHT ANGLES, SOUTH 38°12'27" WEST, 17.15 FEET; THENCE AT RIGHT ANGLES, SOUTH 51°47'33" EAST, 6.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 38°12'27" WEST, 19.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 51°47'33" EAST, 14.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 41,086 SF, MORE OR LESS.

BASIS OF BEARINGS PER ALTERATION TO AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202112100111.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



FISHER HANGARS LEASE EXHIBIT 'B'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S36°49'35"W	80.65
L2	N53°10'25"W	78.00
L3	S38°12'27"W	17.00
L4	N51°47'33"W	10.00
L5	S38°12'27"W	70.91
L6	N51°47'33"W	5.00
L7	S38°12'27"W	17.00
L8	N51°47'33"W	5.00
L9	S38°12'27"W	19.27
L10	N51°47'33"W	6.84
L11	N38°12'27"E	20.00
L12	S51°47'33"E	6.00
L13	N38°12'27"E	16.00
L14	S38°12'27"W	7.00
L15	S51°47'33"E	34.00
L16	N38°12'27"E	7.00
L17	S38°12'27"W	15.00
L18	S51°47'33"E	10.00
L19	N38°12'27"E	15.00
L20	S38°12'27"W	17.15
L21	S51°47'33"E	6.00
L22	S38°12'27"W	19.00
L23	S51°47'33"E	14.00



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EXHIBIT 'C' FISHER EXECUTIVE HANGARS LEASE AREA DESCRIPTION

A PORTION OF LOT 87, 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:

LEASE AREA 'A'

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BINDING SITE PLAN FOR BAYVIEW HANGARS LLC, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200706180136; THENCE ALONG THE WEST LINE THEREOF, SOUTH 38°43'46" WEST, 90.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE DEPARTING SAID SOUTHWEST CORNER, SOUTH 40°46'05" WEST, 67.30 FEET TO THE POINT OF BEGINNING OF AREA 'A'; THENCE SOUTH 51°47'52" EAST, 276.09 FEET; THENCE SOUTH 38°12'27" WEST, 126.00 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 4.00 FEET; THENCE AT RIGHT ANGLES, NORTH 38°12'27" EAST, 19.00 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 6.00 FEET; THENCE AT RIGHT ANGLES, NORTH 38°12'27" EAST, 17.15 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 51.09 FEET; THENCE AT RIGHT ANGLES, SOUTH 38°12'27" WEST, 15.00 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 10.00 FEET; THENCE AT RIGHT ANGLES, NORTH 38°12'27" EAST, 15.00 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 59.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 38°12'27" WEST, 7.00 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 34.00 FEET; THENCE AT RIGHT ANGLES, NORTH 38°12'27" EAST, 7.00 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 97.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 38°12'27" WEST, 16.00 FEET; THENCE AT RIGHT ANGLES, NORTH 51°47'33" WEST, 15.00 FEET; THENCE AT RIGHT ANGLES, NORTH 38°12'27" EAST, 105.83 FEET TO THE POINT OF BEGINNING OF AREA 'A'.

CONTAINING 25,677 SF, MORE OR LESS.

TOGETHER WITH:

LEASE AREA 'B'

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BINDING SITE PLAN FOR BAYVIEW HANGARS LLC; THENCE ALONG THE WEST LINE THEREOF, SOUTH 38°43'46" WEST, 59.46 FEET; THENCE DEPARTING SAID WEST LINE, AND AT RIGHT ANGLES THERETO, NORTH 51°16'14" WEST, 24.33 FEET TO THE POINT OF BEGINNING OF AREA 'B'; THENCE SOUTH 39°07'48" WEST, 118.65 FEET; THENCE AT RIGHT ANGLES, NORTH 50°52'12" WEST, 20.00 FEET; THENCE AT RIGHT ANGLES, NORTH 39°07'48" EAST, 118.65 FEET; THENCE AT RIGHT ANGLES, SOUTH 50°52'12" EAST, 20.00 FEET TO THE POINT OF BEGINNING OF AREA 'B'.

CONTAINING 2,373 SF, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

BASIS OF BEARINGS PER ALTERATION TO AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202112100111.



FISHER EXECUTIVE HANGARS LEASE EXHIBIT 'D'

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

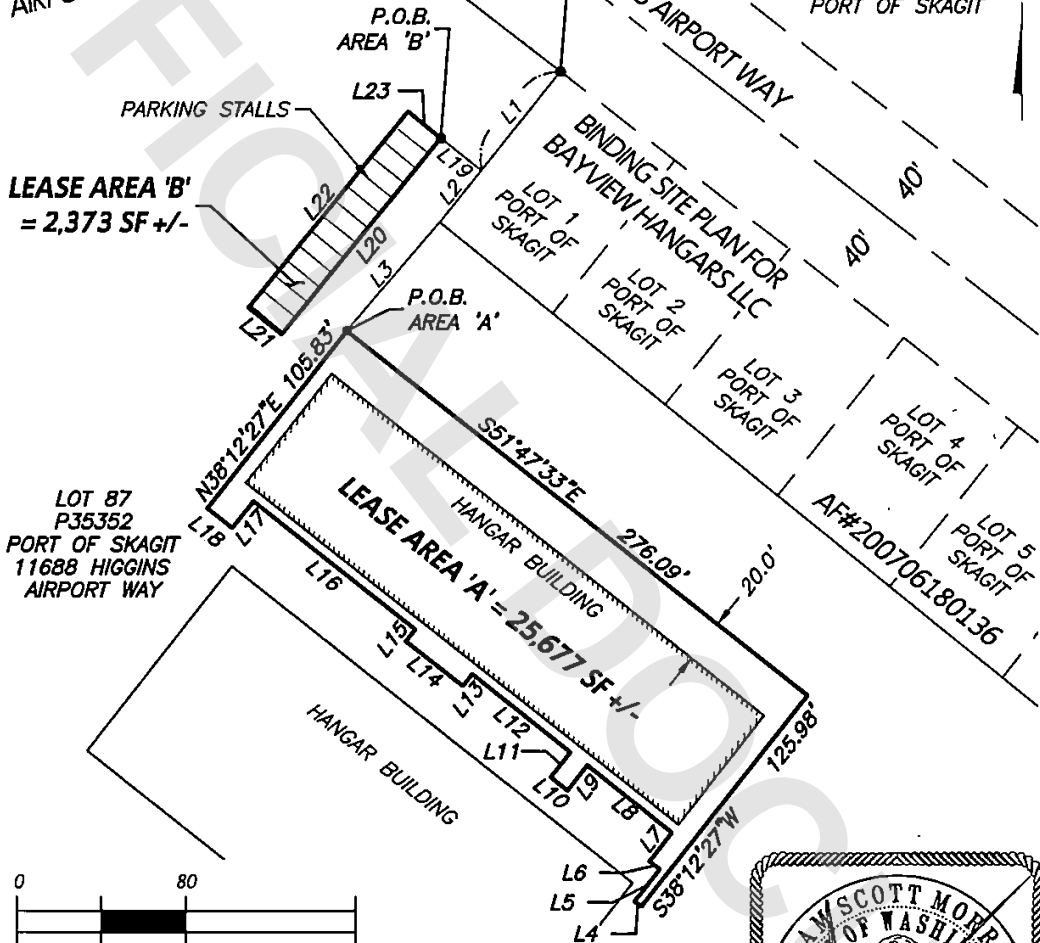
ALTERATION TO
AMENDED SKAGIT REGIONAL
AIRPORT BINDING SITE PLAN

PHASE 1

AF#202112100111

TRACT "I"
P35352
PORT OF SKAGIT

PSE



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FISHER EXECUTIVE HANGARS LEASE EXHIBIT 'D'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°43'46"W	59.46
L2	S38°43'46"W	30.93
L3	S40°46'05"W	67.30
L4	N51°47'33"W	4.00
L5	N38°12'27"E	19.00
L6	N51°47'33"W	6.00
L7	N38°12'27"E	17.15
L8	N51°47'33"W	51.09
L9	S38°12'27"W	15.00
L10	N51°47'33"W	10.00
L11	N38°12'27"E	15.00
L12	N51°47'33"W	59.00
L13	S38°12'27"W	7.00
L14	N51°47'33"W	34.00
L15	N38°12'27"E	7.00
L16	N51°47'33"W	97.00
L17	S38°12'27"W	16.00
L18	N51°47'33"W	15.00
L19	N51°16'14"W	24.33
L20	S39°07'48"W	118.65
L21	N50°52'12"W	20.00
L22	N39°07'48"E	118.65
L23	S50°52'12"E	20.00



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EXHIBIT 'F' INGRESS, EGRESS & PARKING EASEMENT DESCRIPTION

AN EASEMENT FOR INGRESS, EGRESS AND PARKING PURPOSES LOCATED IN A PORTION OF LOT 87, 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 NORTHWEST CORNER OF LOT 82, AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN PHASE 1, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200303040030; THENCE ALONG THE WEST LINE THEREOF, SOUTH 36°49'35" WEST, 39.72 FEET; THENCE DEPARTING SAID LINE AND AT RIGHT ANGLES THERETO, NORTH 53°10'25" WEST, 97.08 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 51°47'36" WEST, 240.25 FEET; THENCE AT RIGHT ANGLES, SOUTH 38°12'24" WEST, 34.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 51°47'36" EAST, 240.25 FEET; THENCE AT RIGHT ANGLES, NORTH 38°12'24" EAST, 34.00 FEET TO THE **POINT OF BEGINNING**.

BASIS OF BEARINGS PER ALTERATION TO AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202112100111.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

