RESOLUTION NO. 3077

A RESOLUTION of the Port Commission of the Port of Seattle declaring certain property surplus and no longer needed for Port purposes and authorizing its sale

whereas, the voters of King County, pursuant to the provisions of enabling legislation adopted by the Legislature of the State of Washington, Chapter 92, Laws of 1911, R.C.W. 53.040.101, authorized and approved at a special election held in King County on the 5th day of September 1911, the formation of a Port District coextensive with King County to be known as the Port of Seattle; and

WHEREAS, the Port of Seattle was thereupon established as a Port
District and has since been and now is a duly authorized and acting Port
District of the State of Washington; and

WHEREAS, Port Commission Resolution No. 3062 endorsed the agreement of the Seattle-Tacoma International Airport Noise Mediation Committee and authorized a limited program for enhanced Transaction Assistance for homeowners who live adjacent to Port acquisition areas; and

WHEREAS, the Port of Seattle acquired the property described below as part of the Transaction Assistance Program authorized by Resolution No. 3062; and

WHEREAS, said property is neither used nor needed for its intended purpose or other purposes of the Port,

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle as follows.

Section 1. The following described real property legally described in Exhibit A, attached hereto, is no longer needed for Port of Seattle purposes and is declared surplus:

Property Located at

13309 Des Moines Way So.

\$152,000

2245 So. 216th St.

\$120,000

Property Located at	Estimated Market Value
21236 24th Ave. So.	\$111,000
2054 So. 136th St.	\$129,000
16765 12th Ave. So.	\$123,000

Section 2. In declaring the real property described in Exhibit A as no longer needed for Port of Seattle purposes, the Port requires and hereby expressly reserves in Port ownership an Avigation Easement over this real property for the safe and efficient operation of the Airport on the terms set forth on attached Exhibit B.

Section 3. The Director, Aviation Facilities and Maintenance is authorized to take all necessary steps to arrange for the sale of said property in the open market and to execute all documents and bills of sale necessary to accomplish disposal in accordance with state law.

day of _______, 1991, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

PORT COMMISSION

EXHIBIT A to Resolution No. 3077

13309 Des Moines Way S.

THE NORTH 75 FEET OF THE SOUTH 255 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WEST OF DES MOINES HIGHWAY; EXCEPT THE WEST 175 FEET.

2245 So. 216th St.

THE EAST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER UP SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF WESTERLY LINE OF THE EASTERLY 30.00 FEET OF SAID SUBDIVISION; EXCEPT THE NORTHERLY 30.00 FEET THEREOF FOR ROAD; AND EXCEPT THE SOUTHERLY 154 FEET THEREOF; AND EXCEPT THE EASTERLY 215 FEET THEREOF.

21236 24th Ave. So.

THE SOUTH 72.50 FEET OF THE NORTH 410.78 FEET OF THE WEST 168 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD.

2054 So. 136th St.

LOT 5, BLOCK D, J.F. ORD'S HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 11, IN KING COUNTY, WASHINGTON.

16765 12th Ave. So.

LOT 16, DeLAURO HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 61 OF PLATS, PAGE 59, IN KING COUNTY, WASHINGTON.

Page 1 of 2

EXHIBIT B to Resolution No 3077 **AVIGATION EASEMENT**

1.	This	AVIGATION	i easement i	s	conveyed f	rom th	ne undersign	ned (hereafter
"Grantor	') to	the Port of	f Seattle,	a	Washington	State	e municipal	corporation
(hereafte	r "th	e Port").						-

	2.	Grantor(s)	is	the	owner	of 1	land	and improve	nents	thereto	locat	ed
at								in the C	ity of	f		,
Count	y of				,	State	of	Washington,	and o	described	as f	ollows:

LEGAL DESCRIPTION (with map attached, if possible)

(hereafter "Premises").

- 3. The Port is the proprietor of the Seattle-Tacoma International Airport.
- Grantor, Grantor's heirs, executors, administrators, successors, and assigns, in consideration of TEN DOLLARS (\$10.00) and other VALUABLE CONSIDERATIONS, receipt and sufficiency of which is hereby acknowledged, conveys and warrants to the Port, its successors and assigns, a permanent and non-exclusive easement for the free and unobstructed use and passage of all types of aircraft (as hereinafter defined) through the airspace over or in the vicinity of the Premises, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Said easement shall be appurtenant to and for the penefit of the real property now commonly known as Seattle-Tacoma International Airport ("Airport"), including any additions thereto wherever located, hereafter made by the Port or its successors and assigns and for the benefit of the Port, its successors, assigns, guests and invites, including any and all persons, firms, or corporations operating aircraft to or from the Airport. Said easement and burden, together with all things which may be alleged to be incident to or to result from the use and enjoyment of said easement, including, but not limited to, noise, vibrations, fames, deposits of dust or other particulate matter (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other things which may be alleged to be incident to or to result from flights of aircraft over or in the vicinity of the Premises or in landing at or taking off from the Airport, shall constitute permanent burdens on the Premises. The burdens and conditions described within this easement snall run with the land and be binding upon and enforceable against all successors in right, title, or interest to said real property. Grantor furthermore waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

Page 2 of 2	Page	2	οf	2
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- 5. 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 is not limited to, jet aircraft, propeller-driven aircraft, civil zircraft, military aircraft, commercial aircraft, helicopters 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.
- 6. Grantor covenants that Grantor is the owner in fee simple of the Premises, and that at the time of signing this avigation easement, Grantor has full ownership rights and powers to convey this easement free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature, and Grantor covenants with the Port, its successors, and assigns, to warrant and forever defend against all and every person or persons claiming any right or title adverse to the easement herein granted.

DATED this day of	, 19
	GRANTOR(S):
STATE OF	
STATE OF	
On this day of	, 19, before me the
commissioned and sworn, pers	and for the State of, duly onally appeared
and, and who executed the within	to me known to be the individual(s) described in instrument and acknowledged that he/she/they signed er/their free and voluntary act and deed for the
	ve hereunto set my hand and affixed my official seal
Official Seal	
:	: Notary Public in and for
:	: State of Washington
:	•
:	: My Commission Expires:
:	
:	: :
:	:
:	: