

**TOWN COUNCIL AGENDA
March 8, 2021 6:00 PM**

- I. Opening Ceremonies**
 - A. Call Meeting to Order
 - B. Pledge of Allegiance
 - C. Roll Call

- II. Public Participation:** None.

- III. Events Application:** None.

- IV. Special presentations:**
 - A. Public Safety
 - B. CRH Engineering
 - C. Water and Wastewater

- V. Consent Agenda:**
 - A. Town Council Minutes – February 22, 2021 (pages 1-4)
 - B. Approval of Claims Checks
 - C. Approval of Payroll

- VI. Public Hearings:** None.

- VII. Old Business:** Emergency/Public Landline or Pay Phone Availability (page 5)

- VIII. New Business:** Mears Field Lease Lot #32 – Hangar Sale, Degan to Jagoe (pages 6-12)

- IX. Discussion Items:** None

- X. Reports**
 - A. Council Reports
 - i. Airport-Council Member, Mike Bartel
 - ii. Parks-Council Member, Marla Reed
 - iii. HPLC- Representative, Council Member, Mike Criner
 - iv. Health Care – Council Member, Mike Bartel
 - v. Economic Development Commission – Council Member, Mike Bartel
 - B. Department Reports
 - i. Planning/Historical Preservation – Kevin Cricchio
 - ii. Admin/Finance-Andrea Fichter, Clerk-Treasurer
 - iii. Public Works – Terry Coggins, Public Works Director
 - C. Mayors Report
 - i. Imagine Concrete

- XI. Announcements**

- XII. Executive Session** (*if necessary*)

- XIII. Adjournment**

Town of Concrete Town is utilizing Zoom for access to Town Council meetings. The information below is for the next meeting on March 8, 2021 at 6pm:

Town of Concrete is inviting you to a scheduled Zoom meeting.

Topic: Town of Concrete's Council Meeting
Time: Mar. 8, 2021 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/3723563720>

Meeting ID: 372 356 3720

One tap mobile

+12532158782,,3723563720# US (Tacoma)

+13462487799,,3723563720# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 372 356 3720

Find your local number: <https://zoom.us/u/addgwovb8O>

**Town of Concrete
Town Council Meeting
February 22, 2021**

6:00 pm. Mayor Miller called the meeting to order. Mayor Miller led the gallery in the Pledge of Allegiance.

Roll Call: Council Members: Rob Thomas, Michael Criner, Michael Bartel, Marla Reed and Jon Gunnarsson.

Staff Present: Clerk Treasurer Andrea Fichter.

Staff Present Online: Town Attorney David Day and Town Planner Kevin Cricchio.

Audience Members Signed In: None.

Audience Members Signed In Online: Bill Pfeifer, Oscar Graham and Emily Hagin.

Public Participation: Oscar Graham, Graham and Bunting – Shoreline Master Program Update Review: Oscar gave a brief update on the progress being made on the SMP update. He gave a brief history of the Shoreline Master Program and when these rules and regulations were put in place at the state level, as well as the local level. He stated the town adopted its current plan in 2013, and these are required to be updated every 8 years.

Oscar reported they will work closely with the state during this process and during the joint review process. He stated there is a short timeline for getting this work completed, which is scheduled for the end of June.

He also updated the council on the public participation element of this update. He stated it is important to engage citizens, as well as other interested parties. He reported that allowing for public participation on this item during regular council meetings will satisfy that requirement, as well as the SEPA review process, which will require that notice be published and mailed to adjacent property owners, as well as other required jurisdictions and tribal entities.

Oscar also provided an update on each task and the timeline associated with each task. He stated this process will allow for the town to update its plan so that it is consistent with any rule changes since 2013, as well as reviewed for consistency with the town's other regulatory documents, such as its comprehensive plan.

Town Planner Kevin Cricchio asked about the comment periods and what those timelines are. Oscar explained the different comment periods associated with the plan, as well as the SEPA notice.

Oscar referred the council to the three tasks stated in the memo he provided and requested approval to move forward on those.

Councilmember Thomas made a motion to approve. Councilmember Criner seconded the motion. The motion carried unanimously.

Events Application: None.

Special Presentations: Public Safety: Mayor Miller requested those present keep Deputy Wolfe and his family in their thoughts at this time.

February 22, 2021

Minutes prepared by Andrea Fichter

Minutes edited for grammar and spelling by Jason Miller

CRH Engineering: Task Order 2021-3 – WWTP Flow Management Study: Andrea reported Cody has updated the exhibit as discussed at the last meeting, which decreased the task order amount by that figure.

Councilmember Criner made a motion to approve. Councilmember Thomas seconded the motion. The motion carried unanimously.

Water and Wastewater: No report.

Consent Agenda:

Town Council Minutes – February 8, 2021
Approval of Claims Checks - #7336 to #7352

Councilmember Thomas made a motion to approve. Councilmember Bartel seconded the motion. The motion carried unanimously.

Public Hearings: None.

Old Business: Planning Commission Application – Rodleen Getsic: Andrea stated that after the last council meeting, Rodleen expressed interest in being more involved and her interest in possibly joining the council or one of the town commissions. She stated that she provided Rodleen with the information on the Economic Development Commission and the Planning Commission, and the vacancies that were currently on both of these commissions. Andrea also reminded them that this position has been vacant for some time now, after the passing of George Theodoratus.

Councilmember Criner stated the letter she submitted was very nicely written. Councilmember Thomas and Reed both stated they think it is great that she has applied.

Mayor Miller appointed Rodleen with the consensus of the council.

Andrea stated that she will get the roster updated and keep Rodleen updated as to when the Planning Commission starts meeting again.

Planning Commission Term Extensions: Andrea reported that while reviewing the roster after Rodleen expressed interest, she realized that Don Payne and Doug Ide's terms had expired in January. She stated that she contacted them and they both wish to extend their terms.

Mayor Miller extended the terms for Don Payne and Doug Ide for another two years with the consensus of the council.

Current Delinquent Utility Accounts: Mayor Miller referred the council to the citizen email that was received regarding delinquent utility accounts during this time. Mayor Miller stated that he has requested this person put their ideas into writing and forward those so they can be reviewed and researched further.

Andrea stated that this is more of an FYI at this time, so they are aware of the number of delinquent accounts and the current date the moratorium established by Washington State Proclamation is supposed to end.

Emergency Landline or Pay Phone Availability: Andrea reported that she has been unable to locate a phone company that would still service and provide pay phones in our area. She also

February 22, 2021

Minutes prepared by Andrea Fichter

2

Minutes edited for grammar and spelling by Jason Miller

reported the emergency phones she has researched so far are either programmable with certain phone numbers or are just able to call 911. She stated that she is still waiting to hear back on how they are wired or if they require a dedicated phone line for operation.

Rodleen stated that on Orcas Island at the East Sound Library, they used to have a public phone available, which was free for local calls. Discussion ensued on this option; it was the consensus of the mayor and council to research this possibility further.

New Business: None.

Discussion Items: None.

Council Reports: **Airport: Mike Bartel:** Nothing to report.

Parks: Marla Reed: Councilmember Reed stated that she had received a report from Tyler, who has done a lot of work in the community garden, but with all the rain, he has been working on laying out the plan and next steps related to the garden.

Historic Preservation and Landmarks Commission: Nothing to report.

Health Care: Mike Bartel: Nothing to report.

Economic Development Commission Mike Bartel: No report.

Department Reports: **Planning Commission/Historical Preservation: Kevin Cricchio:** Nothing to report.

Administration/Finance Report: Andrea Fichter: Andrea reported the January Treasurer's report is in their packets.

Councilmember Reed asked about the Kevin Cupples checks. Andrea stated that she made contact with him and he had questions regarding the agreement, which were forwarded to the town attorney. She stated the response has been sent and he has been asked to cash the checks as soon as possible. Councilmember Reed also asked about a couple of the checks that now look like they are older than 6 months, and he may not be able to cash those. Andrea stated that she will double check with the bank on this.

Public Works: Terry Coggins: Mayor Miller referred the council to the emailed update from Terry. He also discussed the danger tree work that has been happening in different areas in town.

Imagine Concrete: Mayor Miller: Mayor Miller stated these meetings remain canceled.

Mayor's Report: Mayor Miller reported on the donations received for Becky Adams and the program Becky's Kids, where the money will be donated.

He also reported that he continues to do research about reinstating the town's own police force.

He also reported that he met with a member of the town's Volunteer Fire Department. He stated he was asked for his opinion regarding this firefighter wanting to discuss with the council again, the idea of merging Concrete and Grassmere departments. Andrea stated it's a different option being discussed now, not a merger. Mayor Miller stated that he told this firefighter that in his opinion, he wouldn't bring it to council again unless there is a change in some of the current members since it has already been discussed with this council.

February 22, 2021

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Minutes edited for grammar and spelling by Jason Miller

He also reported that Track started today and he is one of the assistant coaches again this year, so he will be busy with that.

He also discussed the Sauk Village idea with utilizing Bear Square for small businesses. He stated they are still in the very beginning planning phase, but wanted the council to be aware they are still planning to move forward on this idea.

Announcements: None.

Executive Session: None.

Adjournment: Councilmember Thomas made a motion for adjournment at 6:45 p.m. Councilmember Criner seconded the motion. The motion carried unanimously.

Jason Miller, Mayor

Attest: Andrea Fichter, Clerk Treasurer

RE: Public Phone Access**Janet Marlow** <jmarlow@orcaslibrary.org>

Wed 3/3/2021 11:50 AM

To: Andrea Fichter <Andreaf@concretewa.gov>

Hi, Andrea. Yes, we have a phone station that allows patrons to access a landline phone any time the building is open.

We did put a restriction on the line (through the phone company) for local calls only, and the cost of the additional line through CenturyLink is only \$30.83/month. But in this age of people moving around but keeping cell phone numbers you can imagine the local-calls-only restriction is causing more problems than it used to. It's a regular issue for kids to need to call a parent, but the parent's cell is not a local number, so then they ask a librarian to use the front desk phone and we pay the long distance charge. It's an ongoing struggle, so i can't say we have the perfect solution.

I'll be very curious to hear if you uncover a better solution that we could also put in place. Let me know if you do!

Regards,

Janet Marlow
Administrative Services Coordinator
Orcas Island Library
500 Rose Street
Eastsound, WA 98245
360.376.4985
www.orcaslibrary.org

NOTICE OF PUBLIC DISCLOSURE: This email account is public domain. Any correspondence from or to this email account is a public record.

From: Mary Pugh [mailto:mpugh@orcaslibrary.org]**Sent:** Tuesday, March 2, 2021 10:44 AM**To:** Andrea Fichter <Andreaf@concretewa.gov>; Janet Marlow <jmarlow@orcaslibrary.org>**Subject:** Re: Public Phone Access

Andrea, I'm forwarding your request to Janet Marlow, our Administration Services Coordinator. She will be able to help you.

Mary

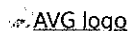
On Tue, Mar 2, 2021, 9:58 AM Andrea Fichter <Andreaf@concretewa.gov> wrote:

Hi Mary,

We are currently doing some research into public, land line phone access. We sometimes lose power and/or cell service and we are hoping to provide some type of public access phone for use during those times. It seems that companies that provide pay phone services are very difficult to come by anymore. We were told that the library on Orcas does or at least used to provide a public land phone there and I was hoping you could provide me with more details on that. Was it only available during business hours? Local calls only? What was the cost to provide that service?

Thank you so much!

Andrea Fichter
Clerk Treasurer
Town of Concrete



This email has been checked for viruses by AVG antivirus software.

www.avg.com



202102250054

02/25/2021 10:22 AM Pages: 1 of 4 Fees: \$155.50
Skagit County Auditor

Document Title: Aircraft Hangar Bill of Sale

Reference Number:

Grantor(s):

additional grantor names on page ___

1. Beate Degen
- 2633 Grant Str, Bellingham WA 98225

Grantee(s):

additional grantee names on page ___

1. Patrick David Jago
- 2415 Park Street Bellingham WA 98225

Abbreviated legal description:

full legal on page(s) ___

(Building only), Lot 32, 22 x 34 Hangar on Lot 32, #8023
Binding site Plan NO. C-1-88. ON R/P P709251

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

ID#129720

I, Beate Degen, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$103.50 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Beate Degen

Dated

Feb. 19. 2021

TOWN OF CONCRETE
AIRPORT LEASE AGREEMENT

1. This is a lease made and entered into this ____ day of _____, 20____, by and between the Town of Concrete, a Washington municipal corporation, hereinafter referred to as "Landlord", and Patrick David Jagoe, hereinafter referred to as "Tenant."

Description of Property: Landlord and Tenant agree to rent the following described property situated in Concrete, Skagit County, State of Washington:

Lot # 32

of the binding site plan # LU17004 recorded in the office of Skagit County Auditor under File # 201710190004. Subject to: Restriction, easements, encumbrances and reservations of record, if any, as of the date of signing of the lease. Reserving a non-exclusive easement over and across the premises to provide ingress and egress to any and all such buildings and areas and other adjacent properties owned by Landlord, Landlord shall exercise said easement so as not to unreasonably interfere with Tenant's use of the property.

2. Condition of Premises: Tenant accepts the premises in their present condition and is not relying upon any representations by the Landlord.

3. Term: The first term may be prorated. The term of this lease shall begin on March 8, 2021 and end on December 31, 2024 (3 years and 10 months).

4. Option to Extend: Tenant is granted the right to extend this lease for seven (7) consecutive five (5) – year option periods after the initial term, whether said term was prorated or not, subject to rent adjustments, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the initial term or any extended term. The right to extend the lease is conditioned upon Tenant's full performance of the lease obligations. The Town, at its discretion, may agree to extend the lease for additional five-year terms. Any holding over after the expiration of this Lease without extending the agreement will be construed as a month-to-month tenancy.

5. Deposit: Tenant will make or has a deposit of \$234.94 as security for the performance of this agreement. Any default of the terms of this agreement will result in forfeiture of the deposit and retention of the payment does not prejudice the rights to pursue other remedies.

[] Landlord acknowledges receipt of a deposit in the amount of \$234.94

6. Rent: Rent is \$234.94 per year, payable annually in payments starting on the 1st day of January. Rent for the first year will be prorated to the end of the calendar year. Rent amounts will be reviewed for each year ending in a five or zero. The base rent will be reviewed and possibly adjusted by the Town of Concrete, to be a market rate rent for similar municipal airports and ground leases, for those years ending in a five or zero and will increase annually thereafter using the most recent Consumer Price Index for All Urban Consumers (CPI-U) not to exceed 3%, If the rent is not paid within 3 months of the due date, this lease agreement may be terminated.

6.1 For the first year, as additional rent, Tenant's reimbursement obligation for insurance is \$72.38. The insurance or assessments will be adjusted in December of each year by dividing the number of lots into the amount paid for the insurance premium or other assessment. The Town of Concrete's airport liability policy does not cover the Tenant.

Page 1 of 6

Mears Field Airport Lease Lot #32

_____ Tenant initials

6.2 The parties agree that this lease is a triple net lease which means that the Tenant pays all additional costs associated with the leasehold premises including but not limited to proportional share of all other operating costs during the full term of this lease. If the town chooses to exercise this section of the lease and install such items as would be considered additional costs the Town shall notify each leaseholder in writing of its intent and allow for comment and suggestions prior to installation of said facilities.

6.3 If after the initial term of the lease, the parties cannot agree as to the additional rent assessment or the fair rental value of the premises, the fair rental value of the premises shall be determined as though the tract was a separate vacant identifiable tract and such determination shall be made by an MAI appraiser whose selection shall be determined by mutual agreement of the parties; or alternately, by the presiding judge of the Superior Court of Skagit County on petition by either party. The cost for such an appraisal shall be borne equally by both parties. Rental adjustments for the expansion area will be considered at the same time as rental adjustments for the initial leased premises area.

7. Hold Harmless Provisions, Liability and Indemnity: The Town of Concrete, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Tenant or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to the premises or related in any way to the Tenant's use of the premises or Tenant's performance under this lease, except to the extent of such damage caused by the gross negligence of the Town. Tenant agrees to defend and hold and save the Town, its officer, employees and agents, harmless from any and all liability or expense (including expense of litigation) in connection with any such terms of actual or alleged injury or damage.

8. Type of Activity and Construction of Improvements: Tenant has or intends to erect structures and improvements on the premises for the purpose of airport hangar facilities. The tenant may include one apartment/living area in hangar; that area may be occupied by the tenant or guests, and may not be used as a rental. Guests shall only be allowed with the presence of the Leaseholder and stays shall be limited to no more than thirty (30) days in any six (6) month period. The living area is incidental to the operation of the premises which must be used as a hangar. Use as a hangar is the only type of activity to be conducted upon the premises. If the Tenant fails to use the premises as an airport hangar and related activities, the Tenant is in default of this agreement and the lease may be terminated. The hangar is not to be used solely as a storage facility, but rather should be a working hangar. All activities, uses and structures must comply with all Town, County, State and Federal laws and ordinances including but not limited to the Town Zoning Code and International Fire Code.

The Tenant will construct a building or structure on the leased premises within the first five years of the execution of said lease, or the Landlord, at its option, may refuse to extend the lease beyond the proceeding term, terminate said lease or may declare any further extensions void. Tenant may only construct a hangar. Tenant's buildings, interior construction and other improvements, are at Tenant's expense. All building, interior construction or any other improvement must be built and maintained in compliance with local, county, state and federal codes and laws as they exist or are amended.

Tenant may, at its sole cost and expense, make improvements to the land premises with prior approval from the Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall make or cause to be made such improvements, in compliance with local, state and federal codes and laws as they exist or are amended. All such land improvements shall become the property of the Landlord at the expiration or termination of the Lease and shall be surrendered with the Leased Premises; provided, however, that Landlord may condition its approval of said improvements upon requiring Tenant to remove any such improvements upon the expiration or termination of the Lease.

Tenant agrees to obtain and comply with all necessary permits for the operation and conduct of Tenant's activities and construction of any leasehold improvements. If Tenant fails to obtain and comply with such permits or approvals, then Tenant accepts full responsibility for any and all costs incurred by the leaseholder and/or the Town of Concrete, including actual attorney's fees.

8.1 Tenant may acquire no more than two (2) vacant leases/lots until Section 8 of said lease has been completed for leases/lots already in the possession of the Tenant. If Tenant currently holds leases/lots that contain a hangar or other structure as approved by the TOWN, these leases/lots shall not be considered part of the two (2) maximum lots as stated above.

8.2 Electronic gates, if installed, shall be operated only by leaseholders, town staff or other town authorized personnel by using either key cards or individual pin # on a key pad. Each leased lot shall be allowed one card per person on the lease. Additional cards or pin #'s may be requested at additional cost to the leaseholder according to the town's most recently approved fee schedule.

9. Disposition of Improvements at End of Lease: At the end of the lease or extension, Tenant has the right to remove all of the buildings, equipment, personal property and trade fixtures placed on the premises by Tenant during the period of this lease, provided the tenant has paid all rent and timely performed all terms of the lease. In the event the Tenant fails to remove any buildings, equipment, personal property and trade fixtures from the premises at the conclusion of the lease, the Landlord shall, at its option, have the right to retain it or in the alternative, remove it at Tenant's expense. Landlord may recover any costs and expenses from the Tenant resulting from the removal.

10. Off Street Parking: Tenant agrees to provide space for the parking of all vehicles necessary to comply with the use as an airport hangar. Tenant will not use any public streets, taxiways, rights of way or other properties not included in this lease for the parking of vehicles.

11. Maintenance of Facilities: Tenant is responsible for all maintenance and/or repair of the leased premises and all improvements. The premises shall be maintained in such condition so as not to create a hazard or be unsightly, and will at all times conform to existing laws. Tenant agrees not to allow conditions of waste and will keep the premises in a neat, clean, and orderly condition. Tenant shall indemnify Landlord for clean-up costs for any waste or nuisance including toxic waste or other contaminants.

12. Taxes and Utilities: Tenant will pay for all license fees and taxes due as a result of the property or activities conducted on the premises by the tenant. Tenant agrees to pay for all public utilities that are used in or charged against the premises, and will hold the Landlord harmless from such charges.

13. Advertising and Signs: No signs or other advertising matter, symbols, canopies or awnings shall be installed, attached to or painted on the premises without the prior written approval of the Town.

14. Liens and Insolvency: Tenant shall keep the leased premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant. In the event Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, then the Landlord may cancel this lease at Landlord's option.

15. Laws and Regulations: The Tenant agrees to conform to and abide by all laws, rules, codes and regulations of the United States, the State of Washington, the FAA and any municipality or agency. Tenant's use and operation of may not be in violation of any rules, codes, laws, or regulations.

16. Costs and Attorney's Fees: In the event it is necessary for either party herein to bring an action to enforce the terms, conditions or covenants of this lease, then the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements.

17. Equal Opportunity: Tenant agrees that in the conduct of activities on the leased premises it will be an equal opportunity employer in accordance with the 1964 Civil Rights Act and the State of Washington Human Rights Commission.

18. Termination: Upon termination of this lease or any extension, Tenant will surrender the premises to Landlord peaceably and quietly and in the condition required by this agreement.

19. Default and Re-Entry: Time is the essence of this agreement. If the tenant does not pay rent, violates any other terms of this agreement, this lease is terminated unless the Tenant cures the non-complying condition after notice. Notice will be given in accordance with RCW 59.12.030. If the Tenant fails to cure the default, Landlord may at its option, declare this lease forfeited, and may elect to re-enter. Delinquent rent or other payments shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. In the event of any default the Landlord may elect to remove property from the premises and may sell the property, without notice to Tenant, after it has been stored for a period of thirty (30) days.

20. Assignment: Tenant will not, by operation of law or otherwise, assign any portion of the lease premises without Landlord's prior written consent. The consent of Landlord to any assignment will not relieve Tenant from obtaining Landlord's express written consent to any other or further assignment. Landlord may deny consent to an assignment for any reason. Tenant will pay to the Landlord a non-refundable assignment request fee in the amount set by annual resolution, this amount shall cover the costs of the paperwork to transfer said lease if the request is approved. Tenant and assignee must execute a consent to assignment agreement in a form satisfactory to Landlord. Such consent is subject to approval by the Council of the Town of Concrete.

21. Landlord's Right to Enter Premises: Landlord and/or its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes.

- In case of emergency, as authorized by law or as authorized by this agreement;
- To do what the Landlord has the right or obligation to perform; including but not limited to annual fire inspections of the hangar premises.
- To post "For Rent" or "For Lease" signs during any period that the Tenant is in default; and to repair, maintain or improve the premises, only in event of default;
- To do any other act or thing necessary for the safety or preservation of the premises.

Landlord will not be liable in any manner for any damages arising out of the Landlord's entry onto the premises as provided in this paragraph. Landlord will conduct the entry onto the premises in a manner that causes the least disturbance.

22. Right of Quiet Enjoyment: Tenant's right of occupancy will not be disturbed during the term of this lease except as allowed by this lease, the law or in case of emergency.

23. Time is of the Essence: It is mutually agreed and understood that time is of the essence of this lease and that a waiver of any default of Tenant shall not be construed as a waiver of any subsequent default, and that any notice required to be given under this lease may be given by United States Mail addressed to the party identified in this lease.

24. Waiver of Subrogation: Landlord hereby releases Tenant from any and all right, claim and demand that Landlord may hereafter have against Tenant, or Tenant's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Tenant arising out of any Losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and sustained by Landlord in or around the premises. Tenant hereby releases Landlord from any and all right, claim and demand that Tenant may hereafter have against Landlord or Landlord's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtained from the insurance carriers concerned.

25. Condemnation: In the event that the premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use consistent with the operation of an airport hangar, this Lease shall terminate. Tenant is entitled to any sums payable by the condemnor for their personal property, trade fixtures or moving expenses.

26. Federal Aviation Administration Requirements: Tenant agrees:

26.1 To prevent any operation of the leased premises that would produce electromagnetic radiations of a nature which would cause interference with any existing or future navigational aid or communication aid serving Concrete Airport; to prevent any operation that would create any interfering or confusing light or in any way restrict visibility at the airport.

26.2 To prevent any use of the leased premises which would interfere with landing or taking off of airport at Concrete Airport, or otherwise constitute an aircraft hazard; and

26.3 To comply with all applicable FAA or other governmental regulations.

27. Retention Of Airspace Rights By Landlord: Landlord retains the public and private right of flight for passage of aircraft in the airspace above the surface of the premises and the right to cause such noise as may be inherent in the operation of aircraft. These rights apply to current or future use for takeoff, landing, navigation, flight or any other operation at the Concrete Airport.

28. Notices: All notices or payments may be delivered or mailed. If mailed, they should be sent to the following respective addresses:

Landlord: Town of Concrete
P. O. Box 39
Concrete, WA 98237
Phone (360) 853-8401

Tenant: Patrick David Jagoe
2415 Park Street
Bellingham, WA 98225
Phone (312)687-4775

david@jagoe.eu

