



200207170089

Skagit County Auditor

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Return to:

Lisser & Associates, PLLC
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Document Title(s) (or transactions contained herein):

Protected Critical Area Easement (PCA)

() Additional Reference Numbers on page ____ of document

Grantor(s) (Last name, first name and initials):

1. Bourns Properties, LLC, a Washington Limited Liability Company
2. Bourns Elsie
- 3.
- 4.

() Additional names on page ____ of document

Grantee(s) (Last name, first name and initials):

1. Skagit County
- 2.
- 3.
- 4.

() Additional names on page ____ of document

Legal Description (Abbreviated: i.e. lot, block, plat or quarter, section, township and range):

Portion of E 1/2 of the NW 1/4 of Sec 27, Twp 35 N, Rge 4 E, W.M.

() Additional legal(s) on page ____ of document

Assessor's Parcel/Tax I.D. Number:

350427-2-015-0200 P108054

() Tax Parcel Number(s) for additional legal(s) on page ____ of document

PROTECTED CRITICAL AREA EASEMENT (PCA)

In consideration of Skagit County Code (SCC) 14.24.145, requirements for recording of protected critical area easement (PCA), for areas included under Short CaRD No. PL-01-0346, and mutual benefits herein, Grantors, Elsie Bourn, as her separate property, and Bourn Properties, LLC, a Washington Limited Liability Company, the owners in fee of that certain real property described on the face of this project, do hereby grant, convey and warrant to Skagit County, a political subdivision of the State of Washington, a non-exclusive perpetual easement establishing a PCA over, along and across those portion of the project, denoted as Protected Critical Area Easement and described on the attached legal description, together with the right of ingress and egress to and from this easement for the purpose of monitoring and enforcing property operation and maintenance of the PCA described herein.

The easement is granted subject to and conditioned upon the following terms, conditions and covenants:

1. The PCA legal description is as follows:

Protected Critical Areas (OS-PA), as shown on Skagit County Short CaRD No. PL-01-0346, recorded under Skagit County Auditor's File No. 200207170088, records of Skagit County, Washington, being in a portion of the East 1/2 of the Northwest 1/4 of Section 27, Township 35 North, Range 4 East, W.M.

2. Grantor(s) or their respective heirs, successors and assigns shall hereafter be responsible for maintaining and repairing PCA areas as described herein and are hereby required to leave PCA areas undisturbed in a natural state. No clearing, grading, filling, logging or removal of woody material, building, construction or road construction of any kind or planting of non-native vegetation is allowed within the PCA areas except as specially permitted by Skagit County on a case-by-case basis consistent with SCC 14.24.
3. Grantor(s) and Skagit County agree to the following special conditions requested by the Grantor(s) or required as part of mitigation pursuant to SCC 14.24.
4. Grantor(s) retains the right to use and possession of the real property over which the easement is granted to the extent permitted by Skagit County as low impact uses and activities which are consistent with the purpose and function of the PCA and do not detract from its integrity may be permitted with the PCA depending on the sensitivity of the habitat involved. Examples of uses and activities which may be permitted in appropriate cases, with prior County written approval separate from this agreement, include pedestrian trails, viewing platforms, stormwater management facilities and utility easements. Provided further that the grantor agrees not to interfere with, obstruct or endanger Skagit County's use of the easement.
5. Should any human disturbance of the PCA occur, the fee owners shall have the obligation to restore and return the affected area to its natural state immediately, under the provisions of a County approved mitigation plan.
6. The parties recognize that this easement is created, granted and accepted for the benefit of the inherent natural functions provided by the PCA, but shall not be construed to provide open or common space for owners within the project or members of the public. By acceptance of the easement for the purposes described, Skagit County does not accept or assume any liability of acts or omissions of the fee owners, his or her invitees, licensees or other third parties within the easement area. Grantor(s)



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hold Skagit County harmless from any damage or injury to any property or person by any person entering the easement area not expressly authorized to do so by Skagit County.

- 7. Grantor(s) agrees that this easement shall run with the land and that the rights and obligations of Grantor(s) and Skagit County shall inure to the benefit of each and shall be binding upon their respective heirs, successors and assigns.
- 8. Grantor(s) covenants that they own the property legally described herein and has lawful right to convey the interest in the property to Skagit County for the benefit of the public forever.

DATED this 15 day of June, 2002.

Bourn Properties, LLC,
a Washington Limited Liability Company

Elsie Bourns

BY: Robert Bourns, Manager

Elsie Bourns as her separate property SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX Name: Robert Bourns

Title: Manager

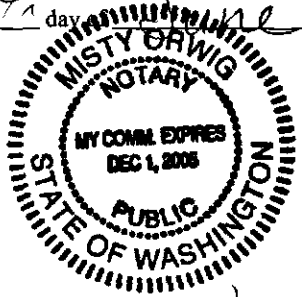
JUL 17 2002

State of Washington)
County of Skagit)

Amount Paid \$ 0
Skagit Co. Treasurer [Signature]

I certify that I know or have satisfactory evidence that Elsie Bourns as her separate property, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 18th day of June, 2002.



Misty Orwig

NOTARY PUBLIC in and for the State of Washington
Residing at: Skagit County
Print Name: MISTY ORWIG
My appointment expires: Dec. 1, 2005

State of Utah)
County of Salt Lake)

I certify that I know or have satisfactory evidence that Robert Bourns is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as the manager of Bourn Properties LLC, a Washington Limited Liability Co., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 5 day of July, 2002.



Karen R. Lowe

NOTARY PUBLIC in and for the State of Washington Utah
Residing at: 2001 S. State N 2100
Print Name: KAREN R. LOWE
My appointment expires: January 8, 2006

