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05/10/2022 01:10 PM Pages: 1 of 2 Fees: \$204.50 Skagit County Auditor

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

MAY 0 9 2022

Amount Paid \$
Skagit Co. Treasurer
By Deputy

PROTECTED CRITICAL AREA EASEMENT (PCAE)

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

1. The PCAE legal description is as follows (or noted if attached):

Protected Critical Area, as shown on Skagit County Plat No. 20-0238 approved

May 6, 2032 under Skagit County

Auditor's File No. 2032 of No. 011 records of Skagit County, Washington, being in a portion of No. 14 14 15 14 of Section 3. Township 3(0 N, Range 4 E, W.M. Parcel # P 50559

- 2. Grantor(s) shall hereafter be responsible for maintaining and repairing PCAE areas as described herein and is hereby required to leave PCAE areas undisturbed in a natural state. "With the exception of activities identified as Allowed without Standard review under SCC 14.24.070, any land-use activity that can impair the functions and values of critical areas or their buffers through a development activity or by disturbance of the soil or water, and/or by removal of, or damage to, existing vegetation shall require critical areas review and written authorization pursuant to SCC 14.24." (SCC 14.24.060). No clearing, grading, filling, logging or removal of woody material, building, construction or road construction of any kind, planting of non-native vegetation or grazing of livestock is allowed within the PCAE areas except as specifically permitted by Skagit County on a case-by-case basis consistent with SCC 14.24.
- 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.

i.	
ii.	

- 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 PCAE and do not detract from its integrity may be permitted within the PCAE 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, and utility easements. Provided further that the grantor agrees not to interfere with, obstruct or endanger Skagit County's use of the easement.
- Should any human disturbance of the PCAE 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 PCAE, 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, licenses or other third parties within the easement area. Grantor(s) 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/////			
By: DATED th	nis 23 day of 1441 2022.		
ACKNOWLEDGMENT	NOTARY PUBLIC		
STATE OF WASHINGTON)	STATE OF WASHINGTON BRADLEY SLOAN		
ss.)	Lic. No. 160633		
COUNTY OF SKAGIT)	My Appointment Expires		
	JUNE 28, 2024		
On this day personally appeared before me			
individual(s) described in and who executed the within and foregoing instrument, and			
acknowledged that they signed the same as their free and voluntary act and deed, for the uses			
and purpose therein mentioned.			
GIVEN under my hand and official seal the 23 day of <u>March</u> , <u>2022</u> .			

NOTARY PUBLIC in and for the State of Washington residing at Mount Verna

My Commission Expires: 6-28-2024

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