



200112100229

Skagit County Auditor

12/10/2001 Page 1 of 3 2:15PM

Document Title:PCA AGREEMENTReference Number:SP 99-0034Grantor(s):☐ additional grantor names on page ____.

1. CURT TROMSDAL

2.

Grantee(s):☐ additional grantee names on page ____.

1. SKAGIT COUNTY

2.

Abbreviated legal description:☐ full legal on page(s) ____.

THAT PORTION OF THE N.E. 1/4 OF THE N.E. 1/4 LYING EASTERLY OF
DIKE DIST. NO. 110 RIGHT OF WAY, EXCEPT COUNTY ROAD & ALSO
EXCEPT THAT PORTION OF CONVEYED TO WALTER BYRD, JR BY
DEED DATED RECORDED MARCH 12, 1997 UNDER AUDITORS
NO 9703120082 ALL IN SECTION 31, TOWNSHIP 33 NORTH,
RANGE 4 EAST, W.M.

Assessor Parcel / Tax ID Number:☐ additional tax parcel number(s) on page ____.P17552

PROTECTED CRITICAL AREA EASEMENT (PCA)

In consideration of Skagit County Code (SCC) 14.24.170, requirements for recording of protected critical area easements (PCA), for areas included under SCC 14.24, and mutual benefits herein, Grantor(s), project, does 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 portions of the project, denoted as Open Space Protection Area (OS-PA), and described herein, together with the right of ingress and egress to and from this easement for the purpose of monitoring and enforcing proper operation and maintenance of the PCA described herein.

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

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

Protected Critical Area, (Lot 4 OS-PA), as shown on Skagit County Short CaRD File No. SP 99-0034, approved Dec. 10th 2001 and recorded _____ in Volume _____ of Short Plats, Pages _____, under Skagit County Auditor's File No. 200112100228, records of Skagit County, Washington, being in a portion of NE 1/4, NE 1/4, of Section 31, Township 33 N, Range 4 E, W.M.

2. Grantor(s) shall hereafter be responsible for maintaining and repairing PCA areas as described herein and is 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 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.

a. No special conditions are requested or required

b. _____

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, 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.

DATED this 6th day of August, 2001.

By: Curt Trensda

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

SS)

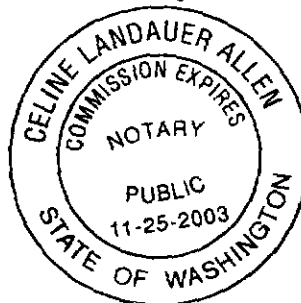
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

DEC 06 2001

Amount Paid \$ 0
By: DC Skagit County Treasurer Deputy

I certify that I know or have satisfactory evidence Curt Trensda signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 6th day of August, 2001.



Celine Landauer Allen
NOTARY PUBLIC in and for the State of
Washington residing at: Skagit County
Print Name: Celine Landauer Allen
My appointment expires: 11-25-03



200112100229
Skagit County Auditor