



200504200095
Skagit County Auditor

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Return to:

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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. **Fast Break Enterprises, LLC**
- 2.
- 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):

**Tract "A" Skagit County Binding Site Plan No. PL-04-0916
a portion of the S 1/2 of the NE 1/4 Sec 19, Twp 35 N, Rge 4 E**

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

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

P36909

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

PROTECTED CRITICAL AREA EASEMENT (PCA)

In consideration of Skagit County Code (SCC) 14.24.170, requirements for recording of protected critical area easement (PCA), for areas included under Binding Site Plan PL-04-0916, and mutual benefits herein, Grantor, Fast Break Enterprises, LLC, 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 (or note if attached)

Protected Critical Area, shown as Tract "A", on Skagit County Binding Site Plan No. PL-04-0916, recorded under Skagit County Auditor's File No. **200504200095** records of Skagit County, Washington, being in a portion of the South 1/2 of the Northeast 1/4 of Section 19, 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 occupation by livestock, 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. With the exception of activities identified as Allowed Without Standard Review under SCC 14.24.100, 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 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.
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. Shall allow modifications of this PCA boundaries pursuant to any subsequent wetland enhancement project that may change the wetland edge. Any enhancement project will require approval by all appropriate agencies.
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) 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, as long as the land is within the jurisdiction of Skagit County. If at such time the property is incorporated to a city or town the requirements in place by that jurisdiction shall take precedence with respect to the mapped critical areas shown on said Binding Site Plan No. PL-04-0916, this easement shall become null and void with respect to Skagit County's requirements, but shall come under the regulations and jurisdiction of the incorporate city. The boundaries of the PCA may be reduced, or expanded, depending upon the regulations in place by the city.
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 1ST day of APRIL, 2005.

Fast Break Enterprises, LLC,
a Washington Limited Liability Company

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

By: [Signature]
Manager

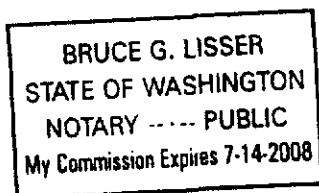
APR 10 2005

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

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

I certify that I know or have satisfactory evidence that JAMES JOY DUFFY 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/are authorized to execute the instrument and acknowledged it as the Manager of Fast Break Enterprises, LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 1ST day of APRIL, 2005.



[Signature]
NOTARY PUBLIC in and for the
State of Washington
Residing at: Shaw Vernon
My Notary expires: 7-14-08

