



200903130066

Skagit County Auditor

3/13/2009 Page

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4 10:42AM

Return to: Skagit Surveyors & Engineers  
806 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone: (360) 855-2121

COVER SHEET  
OPEN SPACE PROTECTED AREA EASEMENT AGREEMENT

GRANTOR: Pedersen Brothers, LLC

GRANTEE: Skagit County

LEGAL DESCRIPTION

Portion of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , and the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 3, Township 33 North, Range 4 East, W.M.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P16245; 330403-1-002-0109

## OPEN SPACE PROTECTED AREA EASEMENT AGREEMENT

In consideration of Skagit County Code (SCC) 14.24.170, requirements for recording of Open Space Protected Area easements (OSPA), for areas included under SP99-0033 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 OSPA over, along and across that portion of the project, denoted as OSPA and described, hereinafter together with the right of ingress and egress to and from these easements for the sole purpose of monitoring and enforcing proper operation and maintenance of the OSPA described herein.

These easements are granted subject to and conditioned upon the following terms, conditions and covenants:

1. The OSPA legal descriptions are as follows:

Tract A, B and C as shown on Short Plat Number SP99-0033.

2. Grantor(s) shall here after be responsible for maintaining and repairing OSPA areas as described herein and is hereby required to leave the OSPA 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 OSPA's except as currently exists, is noted in "3." herein or is specifically 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. Specific delineation of the critical areas has only been done for that portion of the property within 200 feet of the proposed development. The area outside the building envelopes for each lot and the roadways is designated as Open Space Protected Area (OSPA) as required in SCC 14.24.170(1) (a). If in the future the property owners choose to use any of the area within the OSPA for resource management or other uses, specific critical area delineation will be required for that portion of the Open Space to be used. If necessary, appropriate buffers and mitigation will also be required.
  - b. A geologically hazardous area site assessment was prepared by GeoEngineers. The report dated June 25, 1999 has the following recommendations for setbacks and drainage. It should be noted that the drain field setback on lot 2 was modified as discussed in c. below. GeoEngineers recommends a minimum setback of 30 feet from the top and toe of all steep slopes. For purposes of this agreement, the top of the slope is defined as that point where the slope exceeds 30 percent. The exception to the 30-foot setback occurs at the top of the intermediate slope in Lot 1. GeoEngineers recommends a minimum 10-foot setback from the top of this intermediate slope.
  - c. GeoEngineers Memorandum dated June 7, 2001 specifically addresses the drain field for Lot 2. The Memorandum indicates that the drain field can be constructed as close as 25 feet from the crest of the adjacent steep slopes. Short Plat 99-0033 shows the drain field at 30 feet from the top of slope.



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- d. Grantor(s) shall be held harmless from any damage or injury to any property or person by any person entering the easement areas not expressly authorized to do so by the Grantor(s).
4. Grantor(s) retains the right to the use and possession of the real property over which the easements are granted to the extent permitted by Skagit County. Low impact uses and activities, which are consistent with the purpose and function of the OSPA and do not detract from its integrity, may be permitted in the OSPA 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(s) agrees not to interfere with, obstruct, or endanger Skagit County's use of the easement.
5. Should any human disturbance of the OSPA 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 OSPA 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 third parties within the easement areas. Grantor(s) holds Skagit County harmless from any damage or injury to any property or person by any person entering the easement areas not expressly authorized to do so by Skagit County.
7. Grantor(s) agrees that these easements 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 except as specifically indicated in 3.a. above.

Skagit County:

Majority Owners:

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 13 2009

Amount Paid \$ 0  
By Skagit Co. Treasurer  
MF Deputy

[Signature]  
Pedersen Brothers, LLC

[Signature]  
Pedersen Brothers, LLC

[Signature]  
Pedersen Brothers, LLC

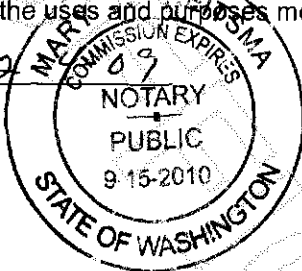


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State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that ERIK PEDERSEN 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/were authorized to execute the instrument and acknowledged it as the 4TH of FEBRUARY, 2009 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-4-09



Signature: [Signature]

(print name) MARY JO REITSMA

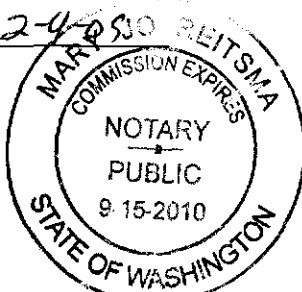
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

My appointment expires 9-15-2010

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that DEAN HOLT 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/were authorized to execute the instrument and acknowledged it as the 4TH of FEBRUARY, 2009 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-4-09



Signature: [Signature]

(print name) MARY JO REITSMA

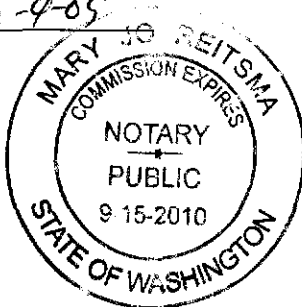
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

My appointment expires 9-15-2010

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that AMY K. HOLT 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/were authorized to execute the instrument and acknowledged it as the 4TH of FEBRUARY, 2009 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-4-09



Signature: [Signature]

(print name) MARY JO REITSMA

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

My appointment expires 9-15-2010



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