



201006100101

Skagit County Auditor

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Return to: Birdsvew Estates, LLC
848 Bella Vista Lane
Burlington, WA 98233
Phone: (360) 708-5637

COVER SHEET
PROTECTED CRITICAL AREA AGREEMENT

GRANTOR: Birdsvew Estates LLC

GRANTEE: Skagit County

LEGAL DESCRIPTION

Portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 35 North, Range 7 East, W.M.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER P42915 & P42916

PROTECTED CRITICAL AREA EASEMENT AGREEMENT

In consideration of Skagit County Code (SCC) 14.24.090, requirements for recording of Protected Critical Area easements (PCA), for areas included under the plat of Birdsvew Estates (PL96-0065), 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 that portion of the project, denoted as PCA 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 PCA described herein.

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

1. The PCA legal descriptions are as follows:

Tracts A, B, C, D, E, F, G, H, J, K, L, and M as show on the plat of Birdsvew Estates (PL96-0065)

2. Grantor(s) shall here after be responsible for maintaining and repairing PCA areas as described herein and is hereby required to leave the PCA 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 PCA areas except as 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. To the extent allowed under 14.24.240 permit the continuation of the existing uses within the buffer area.
- b. 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 PCA and do not detract from its integrity, may be permitted in 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(s) agrees not to interfere with, obstruct or endanger Skagit County's use of the easement.



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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 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.

Skagit County:

Owner:




Birdview Estates LLC

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Dan R. Madlung is the person who signed this instrument, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of Birdview Estates, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated 6-9-2010


Signature

Notary Kimberly Ann Kane

Title Notary

My appointment expires July 19, 2010

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 10 2010

Amount Paid \$
Skagit Co. Treasurer
By mdm Deputy



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