



201103110050

Skagit County Auditor

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### PROTECTED CRITICAL AREA EASEMENT (PCA)

In consideration of Skagit County Code (SCC) 14.24.090, requirements for recording of protected critical area easements (PCA), for areas included under PL 09-0413, and mutual benefits herein, MISSION HOLDINGS, hereafter referred to as Grantor(s), 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 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 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, as shown on Skagit County Plat No. 09-0413, approved March 8, 2011 and recorded March 11, 2011 under Skagit County Auditor's File No. 201103110048, records of Skagit County, Washington, being in a portion of S 1/2 OF SW 1/4 OF NE 1/4 of Section 10, Township 35 N, Range 4 E, W.M. Parcel # P 36115, 36116 and 36117.

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. 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.

- i. Maintenance of the drainage easement is allowed but shall not include continued mowing or any additional clearing of the storm water dispersion area.
- ii. A maintenance corridor may be required at time of building permit pursuant to SCC 14.24.080(4)(ix).
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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*easement*  
MAR 11 2011

Amount Paid \$  
Skagit Co. Treasurer  
By *nam* Deputy



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Skagit County Auditor

DATED this 16<sup>th</sup> day of February, 2011.

MISSION Holdings, INC.

By: Lurline Hammer  
Sec/Treas

**ACKNOWLEDGMENT**

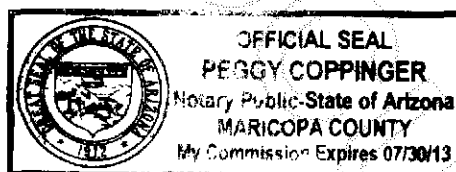
Arizona  
STATE OF ~~WASHINGTON~~ )  
ss. )  
COUNTY OF ~~SKAGIT~~ )  
Maricopa )

On this day personally appeared before me Lurline Hammer, known to be the 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 16<sup>th</sup> day of February, 2011.

Peggy Coppinger  
NOTARY PUBLIC in and for the State of ~~Washington~~ residing at Arizona

My Commission Expires: 7/30/2013



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PROTECTED CRITICAL AREA EASEMENT TRACT A

DELVAN HILL SHORT PLAT NO. PL09-0413

TRACT A LEGAL DESCRIPTION:

COMMENCING AT THE SOUTH EAST CORNER OF LOT 2 OF DELVAN HILL  
SHORT PLAT NO. PL09-0413 THENCE NORTH 53°53'13" WEST, 25.82 FEET TO  
THE POINT OF BEGINNING:

THENCE NORTH 63°27' 43" EAST, 26.14 FEET;  
THENCE NORTH 03°32'28" WEST, 131.27 FEET;  
THENCE NORTH 40°36'58" WEST, 5.65 FEET;  
THENCE NORTH 24°46'02" WEST, 19.81 FEET;  
THENCE NORTH 05°14'59" WEST, 58.54 FEET;  
THENCE NORTH 14°31'34" WEST, 19.65 FEET;  
THENCE NORTH 36°12'20" WEST, 28.64 FEET;  
THENCE NORTH 64°29'23" WEST, 34.96 FEET;  
THENCE SOUTH 84°12'34" WEST, 31.59 FEET;  
THENCE SOUTH 46°59'19" WEST, 42.65 FEET;  
THENCE SOUTH 15°04'26" WEST, 38.11 FEET;  
THENCE SOUTH 02°30'16" WEST, 44.75 FEET;  
THENCE SOUTH 06°39'24" WEST, 24.04 FEET;  
THENCE SOUTH 08°24'28" EAST, 28.72 FEET;  
THENCE SOUTH 31°49'46" WEST, 54.27 FEET;  
THENCE SOUTH 85°59'53" WEST, 12.90 FEET;  
THENCE SOUTH 82°14'44" WEST, 18.61 FEET;  
THENCE SOUTH 68°43'08" WEST, 23.28 FEET;  
THENCE SOUTH 47°58'00" WEST, 21.83 FEET;  
THENCE SOUTH 19°37'35" WEST, 29.46 FEET;  
THENCE SOUTH 08°52'16" EAST, 21.38 FEET;  
THENCE SOUTH 89°08'39" EAST, 19.94 FEET;  
THENCE NORTH 86°31'27" EAST, 182.30 FEET;  
THENCE SOUTH 86°31'47" EAST, 22.92 FEET;  
THENCE SOUTH 74°14'53" EAST, 8.49 FEET;  
TO THE POINT OF BEGINNING.

CONTAINS 1.01 ACRES



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PROTECTED CRITICAL AREA EASEMENT TRACT B

DELVAN HILL SHORT PLAT NO. PL09-0413

TRACT B LEGAL DESCRIPTION:

COMMENCING AT THE NORTH EAST CORNER OF LOT 1 OF DELVAN HILL  
SHORT PLAT NO. PL09-0413 THENCE SOUTH 89°49'34" WEST, 49.81 FEET TO  
THE POINT OF BEGINNING:

THENCE SOUTH 89°49'34" WEST, 775.48 FEET  
THENCE SOUTH 63°22' 59" EAST, 178.92 FEET;  
THENCE SOUTH 67°17'21" EAST, 61.01 FEET;  
THENCE SOUTH 20°34'50" EAST, 29.88 FEET;  
THENCE SOUTH 67°29'44" WEST, 94.90 FEET;  
THENCE SOUTH 50°30'34" EAST, 92.57 FEET;  
THENCE SOUTH 61°00'23" EAST, 152.20 FEET;  
THENCE NORTH 86°15'59" EAST, 128.88 FEET;  
THENCE SOUTH 68°19'50" EAST, 133.51 FEET;  
THENCE SOUTH 44°44'30" EAST, 18.79 FEET;  
THENCE NORTH 02°04'15" EAST, 91.98 FEET;  
THENCE NORTH 03°25'26" WEST, 188.70 FEET;  
THENCE NORTH 01°05'32" WEST, 77.00 FEET;  
TO THE POINT OF BEGINNING.

CONTAINS 3.60 ACRES



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