



201703270116

Skagit County Auditor

\$76.00

3/27/2017 Page

1 of

4 10:38AM

Return to:

Lisser & Associates, PLLC
PO Box 1109
Mount Vernon WA 98273
Phone: (360) 419-7442
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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. Schuh, Brandon
2. Schuh, Heather
- 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):

Portion SW 1/4 SW 1/4 SE 1/4 of Sec 1 Twp 35 N Rge 4 E

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

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

P-35575

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

PROTECTED CRITICAL AREA EASEMENT (PCA)

In consideration of Skagit County Code (SCC) 14.24.090, requirements for recording of protected critical area easement (PCA), for areas included under Short CaRD No. PL-16-0146, and mutual benefits herein Brandon Schuh and Heather Schuh, husband and wife, the owners in fee of that certain real property described on said Short CaRD, 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 portion of the project, denoted as Protected Critical Area Easement PCAE Open Spaces A and B within portions of said Short CaRD No. PL-16-0146 described below, together with the right of ingress and egress to and from the easements 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 Protected Critical Areas, shown as Protected Critical Area Easement Open Space A and Open Space B on the face of said Skagit County Short CaRD No. PL-16-0146, recorded under Skagit County Auditor's File No. 201703270114, records of Skagit County, Washington, being in a portion of the Southwest 1/4 of the Southeast 1/4 of Section 1, Township 33 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 14.24.070, 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 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. Access and utilities shall continue to be allowed within Tract A on the face of said Short Card No. PL-16-0146.
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.
- 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 27th day of February, 2017.

[Signature]
Brandon Schuh, Husband

[Signature]
Heather Schuh, Wife

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that Brandon Schuh and Heather Schuh, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27th day of Feb., 2017

[Signature]

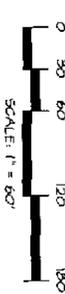
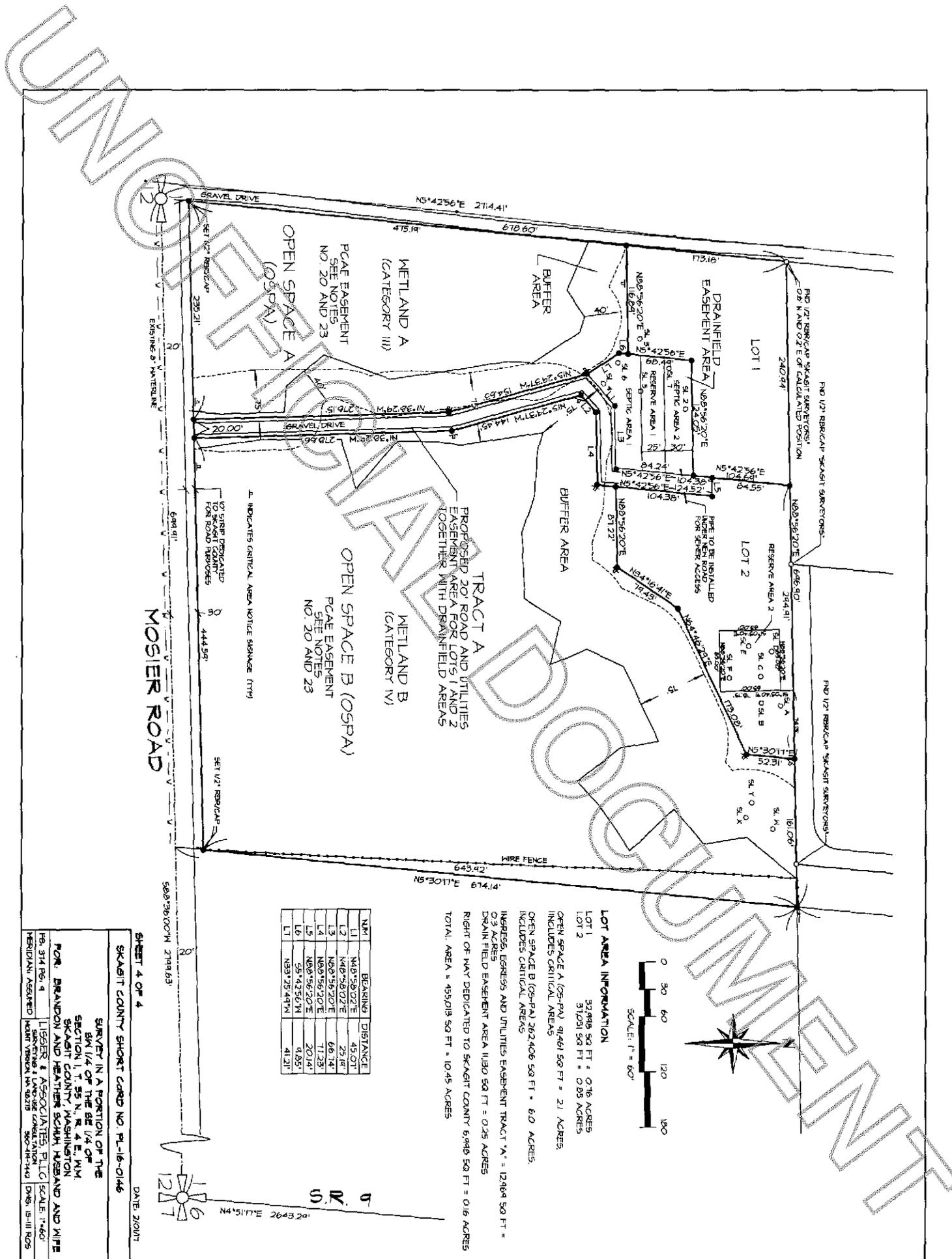
SCOTT C. DE GRAW
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires May 30, 2018

NOTARY PUBLIC in and for the State of WA
Residing at: Sedro-Woolley
Print Name: Scott DeGraw
My appointment expires: 5-30-18

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 27 2017

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



LOT AREA INFORMATION

LOT 1
32,998 SQ FT = 0.76 ACRES

LOT 2
31,231 SQ FT = 0.72 ACRES

OPEN SPACE A (OSPA) 9,461 SQ FT = 2.1 ACRES
INCLUDES CRITICAL AREAS

OPEN SPACE B (OSPB) 262,408 SQ FT = 6.0 ACRES
INCLUDES CRITICAL AREAS

INGRESSES, EGRESS AND UTILITIES EASEMENT TRACT "A" = 12,864 SQ FT = 0.3 ACRES

DRAIN FIELD EASEMENT AREA 11,130 SQ FT = 0.25 ACRES

RIGHT OF WAY DEDICATED TO SKAGIT COUNTY 6,985 SQ FT = 0.16 ACRES

TOTAL AREA = 459,018 SQ FT = 10.45 ACRES

NO.	BEARING	DISTANCE
L1	N88°56'20"E	45.07'
L2	N88°56'20"E	25.18'
L3	N88°56'20"E	66.12'
L4	N88°56'20"E	11.23'
L5	N88°56'20"E	20.14'
L6	S5°42'58"W	9.25'
L7	N89°25'49"W	41.31'

MOSIER ROAD

SHEET 4 OF 4
DATE: 2017

SKAGIT COUNTY SHORT CARD NO. PL-16-0146

SURVEY IN A PORTION OF THE
SECTION 1, T. 35 N., R. 4 E., WM.
SKAGIT COUNTY, WASHINGTON

FOR: BRANDON AND HEATHER SCHEIN HUSBAND AND WIFE
LISSE & ASSOCIATES, PLLC (SCALE: 1"=40')
SURVEY & LAND-USE CONSULTATION
HEART VERSION 1A (8/27) 360-482-1143 (DWS) 10-11-2015

OPEN SPACE A (OSPA)

OPEN SPACE B (OSPB)

WETLAND A (CATEGORY III)

WETLAND B (CATEGORY IV)

PROPOSED 20' ROAD AND UTILITIES EASEMENT AREA FOR LOTS 1 AND 2 TOGETHER WITH DRAINFIELD AREAS

DRAINFIELD EASEMENT AREA

SEPTIC AREA 1

SEPTIC AREA 2

LOT 1

LOT 2

RESERVE AREA 1

RESERVE AREA 2

GRAVEL DRIVE

GRAVEL DRIVE

WIRE FENCE

EXISTING 8' WALKWAY

INDICATES CRITICAL AREA NOTICE SURFACE (TFR)

NS*42'56"E 271.44'

NS*42'56"E 0.2'

NS*42'56"E 11.23'

NS*42'56"E 20.14'

NS*42'56"E 9.25'

NS*42'56"E 41.31'

678.60'

240.94'

284.91'

643.42'

643.42'

643.42'

475.18'

235.21'

444.59'

698.91'

698.91'

698.91'

20.00'

20.00'

20.00'

20.00'

20.00'

20.00'

NS*29°31'W 144.45'

NS*29°31'W 144.45'

NS*29°31'W 144.45'

NS*29°31'W 144.45'

NS*29°31'W 144.45'

NS*29°31'W 144.45'

NS*88°56'20"E 0.2'

NS*88°56'20"E 0.2'