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Skagit County Auditor

Return to:

Lisser & Associates, PLLC
PO Box 1109
Mount Vernon WA 98273
Phone: (360) 419-7442
Fax: (360) 419-0581

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. Alfco, LLC
- 2.

() 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):

Tracts A and B, Binding Site Plan No. PL-16-0127

S 34, T 35 N., R. 3 E., W. M. Skagit County, WA

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

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

P-111724

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

PROTECTED CRITICAL AREA EASEMENT (PCAE)

In consideration of Skagit County Code (SCC) 14.24.090, requirements for recording of protected critical area easement (PCAE), for areas included under Binding Site Plan No. PL-16-0127, and mutual benefits herein Alfco, LLC, the owners in fee of that certain real property described on said Binding Site Plan, does hereby grant, convey and warrant to Skagit County, a political subdivision of the State of Washington, a non-exclusive perpetual easement establishing a PCAE over, along and across those portion of the project, denoted as Open Space Protected Areas "A and "B" for Protected Critical Area Easement PCAE within portions of said Binding Site Plan No. PL-16-0127 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 PCAE legal description is as follows Protected Critical Area Buffer Tracts A and B for Protected Critical Areas, as shown within portions of Lots 1 and 2 on the face of said Skagit County Binding Site Plan No. PL-16-0127, recorded under Skagit County Auditor's File No. 201906240071, records of Skagit County, Washington, being in portions of the East 1/2 of the Southeast 1/4 of Section 34, Township 35 North, Range 3 East, W.M.
2. Grantor shall hereafter be responsible for maintaining and repairing PCAE areas as described herein and is hereby required to leave PCAE 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 the disturbance of the soil or water, and/or 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 PCAE areas except as specifically permitted by Skagit County on a case-by-case basis consistent with SCC 14.24 and as further referenced under 3 below.
3. Grantor 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. Notwithstanding anything to the contrary, Grantors shall be allowed continue to actively farm a portion of PCAE B provided best practices are utilized.
4. Grantor 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 PCAE and do not detract from its integrity may be permitted with the PCAE 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, 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 PCAE 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 PCAE, 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 agrees that this easement shall run with the land and that the rights and obligations of Grantor and Skagit County shall inure to the benefit of each and shall be binding upon their respective heirs, successors and assigns.
- 8. Grantor 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 20 day of MAY, 2019.

Alfco, LLC

By: [Signature]
 Print Name: DAVID ARMSTRONG
 Title: MANAGER ALFCO LLC

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 24 2019

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

State of California
 County of Santa Clara

I certify that I know or have satisfactory evidence that David Armstrong is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of Alfco, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 20 day of MAY, 2019.

[Signature]
 NOTARY PUBLIC in and for the State of California

Residing at: Santa Clara County

Print Name: Victoria Duyao

My appointment expires: March 3, 2022

