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Skagit County Auditor

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REVIEWED BY  
SKAGIT COUNTY TREASURER

DEPUTY Kamron Mow

DATE 11/7/2024

**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. Spink, Richard
2. Bunker Lane, LLC
- 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):**

Ptn S 1/2 of the SW 1/4 Sec 8, Twp 36 N, Rge 4 E, W.M.

( ) Additional legal(s) on page \_\_\_\_ of document

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

P-49117 and P-107574

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

**PROTECTED CRITICAL AREA EASEMENT (PCA)**

In consideration of Skagit County Code (SCC) 14.24.90, requirements for recording of protected critical area easement (PCA), for areas included under Short CaRD No. PL24-0172, and mutual benefits herein, Grantor, Richard Spink, as his separate property and Bunker Lane, LLC, a Washington Limited Liability Company, the owners in fee of that certain real property described on the face of this 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 those portions of said Short CaRD No. PL24-0172, denoted as Protected Critical Area Easement Lot 4 (OSPA) per Short CaRD No. PL24-0172 described below, together with the right of ingress and egress to and from this easement 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 (or note if attached):

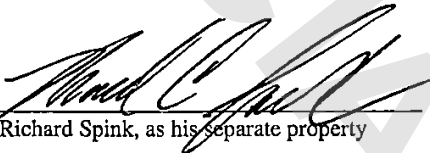
Protected Critical Area, shown as PCA easement areas Lot 4 (OSPA), Skagit County Short CaRD No. PL24-0172, recorded under Skagit County Auditor's File No. 202411070010, records of Skagit County, Washington, being in a portion of the South 1/2 of the Southwest 1/4 of Section 8, Township 36 North, Range 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 required by the Grantor(s) or required as part of mitigation pursuant to SCC 14.24.
  - A. Drainfield area for Lot 1 within portion of Lot 4 (OSPA) shall be allowed to remain as located
  - B. Easement areas A, B, C (Short CaRD PL-24-0172 Notes Numbers 24-26) shall be allowed to remain as located
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 forms, 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 the 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 1 day of OCTOBER, 2024.

Bunker Lane, LLC, a Washington  
Limited Liability Company

  
Richard Spink, as his separate property


By:   
Print Name: TIM SPINK  
Title: MEMBER

**Individual**

State of Washington                     )  
County of Skagit                         )

I certify that I know or have satisfactory evidence that, Richard Spink, as his separate property, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



  
NOTARY PUBLIC in and for the  
State of WASHINGTON

Residing at: MOUNT VERNON, WA

Print Name: KEVIN LISSER

My appointment expires: 3-15-26

State of Washington )  
County of Skagit )

I certify that I know or have satisfactory evidence that, TIM SPINK signed this instrument, on oath stated that he/she/they was/are authorized to execute the instrument and acknowledge it as the MEMBER of Bunker Lane, LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



K. L.  
NOTARY PUBLIC in and for the

State of WASHINGTON

Residing at: MOUNT VERNON, WA

Print Name: KEVIN LISSER

My appointment expires: 3-15-26