



199912140099

Kathy Hill, Skagit County Auditor

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Return to: Skagit Surveyors & Engineers
806 Metcalf Street
Sedro-Woolley, WA 98284
Phone: (360) 855-2121
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COVER SHEET

PROTECTED CRITICAL AREA EASEMENT AGREEMENT

Grantor, Paul Schweikert and Elizabeth Schweikert, husband and wife, do hereby grant, convey, and warrant to the Grantee, Skagit County, the Protected Critical Area Easement described on the following page.

LEGAL DESCRIPTION:

Portions of the northwest quarter of the northwest quarter of Section 13, Township 35 North, Range 5 East, W.M. lying within Lot 2 of Short Plat Number 95-007, records of Skagit County, Washington.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P107941

ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER: 350513-2-002-0100

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

DEC 14 1999

Amount Paid \$ 0
By Skagit Co. Treasurer
By *LP* Deputy

PROTECTED CRITICAL AREA EASEMENT AGREEMENT

In consideration of Skagit County Code (SCC) 14.06.145, requirements for recording of Protected Critical Area (PCA) easement agreements for areas included in Lot 2 of Short Plat No. 95-007 and mutual benefits herein, Grantor, Paul Schweikert & Elizabeth Schweikert, husband and wife, the owners in fee of that certain real property described herein, do hereby grant, convey and warrant to Skagit County, a political subdivision of the State of Washington, an easement establishing PCA's 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's described herein.

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

1. The PCA legal description is as follows:

Tract 1, Tract 2 and Tract 3 Short Plat No. 99-0018 recorded in Volume of short plats at page , records of Skagit County, Washington, Skagit County Auditor's file 199912140098

2. Grantor shall leave the PCA's undisturbed in a natural state. No 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's except as currently exists, is noted in "3." herein or is specifically permitted by Skagit County on a case-by-case basis consistent with SCC 14.06.

3. Grantor and Skagit County agree to the following special conditions requested by the Grantor or required as part of mitigation pursuant to SCC 14.06.

- a. Permit a 20-foot wide utility corridor over, under, and through Tract 1 Short Plat No. 99-0018 (OS-PA Type 5 water) for purposes of providing utilities to Lot B.
- b. The Grantor 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.

4. Grantor 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, uses of the property may include but are not limited to low impact uses and activities, which are consistent with the purpose and function of the PCA's. Said uses may be permitted within the PCA's depending on the sensitivity of the habitat involved, as long as the activity does not adversely effect the integrity of the PCA's nor create an obstruction that would preclude ingress or egress. 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.



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5. The parties recognize that these easements are created, granted and accepted to protect the inherent natural functions provided by the PCA's. The PCA's do not provide open or common space for owners within the project or members of the public. By acceptance of the easements 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 third parties within the easement areas. Grantor holds 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.

6. Grantor agrees that these easements 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.

Skagit County:

[Signature]

Owner:

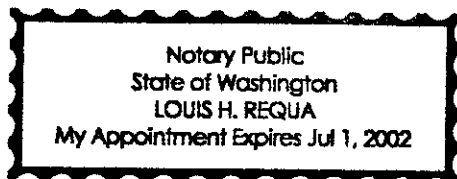
[Signature]
Paul Schweikert, Jr.

[Signature]
Elizabeth Schweikert

State of Washington

County of SKAGIT

I certify that I know or have satisfactory evidence that Paul Schweikert 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 mentions in the instrument.



Dated 10-20-1999
[Signature]
Signature

[Signature]
Title
My appointment expires July 1, 2002

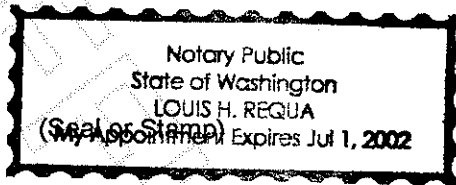


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State of Washington

County of SKAGIT

I certify that I know or have satisfactory evidence that Elizabeth Schweikert is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentions in the instrument.



Dated 10-20-1999

Signature Louis H. Regua

Title Notary

My appointment expires July 1, 2002



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