



200002020012

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

COVER SHEET

PROTECTED CRITICAL AREAS AGREEMENT

GRANTOR: Lester L. Francis & R. Lorrie Francis

GRANTEE: Skagit County

LEGAL DESCRIPTION

That portion of the West 20 rods of the East 40 rods of the Southwest $\frac{1}{4}$ of Section 14, Township 35 North, Range 4 East, W.M. lying North of the F&S Railway right-of-way, now County Road; EXCEPT that proportion thereof, if any, lying outside the boundaries of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said section.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P36621

ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER: 350414-3-001-0002

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 3 of Short Plat (CaRD) No. 99 0005 and mutual benefits herein, Grantor, Lester L. Francis III & R. Lorrie Francis, 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:

That section of Lot 3 designated as OS-PA as depicted on Short Plat No. 99 0005 recorded in Volume ___ of short plats at page ___, records of Skagit County, Washington, Skagit County Auditor's file 200002020011.

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. An existing roadway crosses the PCA within a 30-foot easement. That roadway will continue to be maintained and repaired as necessary to serve as an access to that portion of Lot 3 located north of the PCA.
- 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]

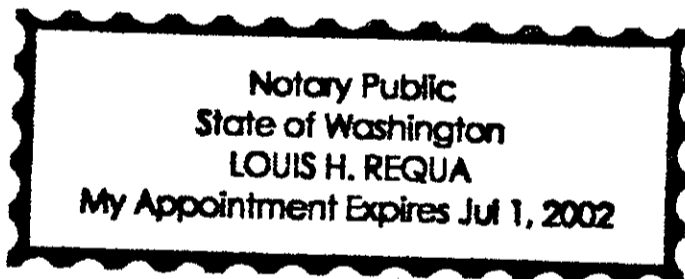
Lester L. Francis III

[Signature]

R. Lorrie Francis

State of Washington
County of SKAGIT

I certify that I know or have satisfactory evidence that Lester L. Francis III 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 1-21-2000
[Signature]
Signature

[Signature]
Title

My appointment expires July 1, 2002



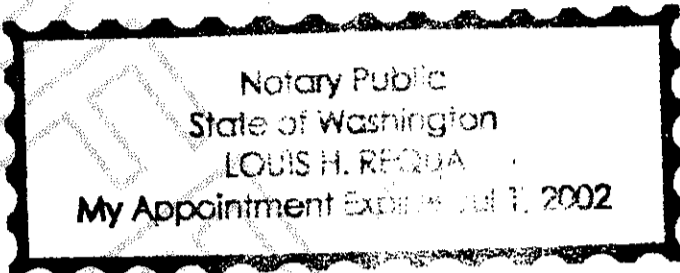
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State of Washington
County of SKAGIT

I certify that I know or have satisfactory evidence that R. Lorrie Francis 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.



(Seal or Stamp)

Dated 1-21-2000

Signature Louis H. Regua

Title Notary

My appointment expires July 1, 2002

