



200101100018

, Skagit County Auditor

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### PROTECTED CRITICAL AREA EASEMENT (PCA)

In consideration of Skagit County Code (SCC) 14.06.145, requirements for recording of protected critical area easements (PCA), for areas included under S.P. 99-0035, and mutual benefits herein, Grantor(s), 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 the project, denoted as Protected Critical Area Easement and described on the attached legal description, together with the right of ingress and egress to and from this easement at a mutually agreeable time and upon prior written notice to the Grantor and the Property Owner or Owners for the purpose of monitoring and enforcing proper operation and maintenance of the PCA described herein.

The easement is granted to and conditioned upon the following terms, conditions and covenants:

1. The PCA legal description is as follows:

Protected Critical Area, as shown on Skagit County Short Plat  
No. 99-0035, approved 1/2/2001 and recorded 1/10/2001  
under Skagit County Auditor's File No. 200101100017,  
records of Skagit County, Washington, being in a portion of Government  
Lots 2 and 3 of Section 8, Township 34 N, Range 2 E, W.M.

2. Grantor(s) shall hereafter be responsible for maintaining and repairing PCA areas as described herein. A minimum buffer with a width of 30 feet shall be established to the west from the top of all steep slope areas. Existing native vegetation shall be maintained in accordance with mitigation recommendations within the buffer area. Normal non-destructive pruning and trimming of vegetation for maintenance purposes, or thinning of limbs of individual trees to provide a view corridor, shall not be subject to these buffer requirements.

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 14.06.

a. When procedural and substantive amendments are made to SCC 14.06, the Grantor shall have the opportunity to propose and have revisions considered to this document consistent with and subject to the amended SCC 14.06.

b. Grantor and Property Owners shall have use of the PCA area for individual site drainage and drainage structures only as allowed in geotechnical report by Geoengineers.

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. Any proposed uses and activities shall be approved and agreed to by the Grantor and Skagit County. Provided further that the grantor agrees not to interfere with, obstruct or endanger Skagit County's use of the easement for the agreed activity.

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 his 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 and liability of acts or omissions of the fee owners, his or her invitees, licenses or there third parties within the easement area. Grantor(s) hold Skagit County harmless for 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 property to Skagit County for the benefit of the public forever.

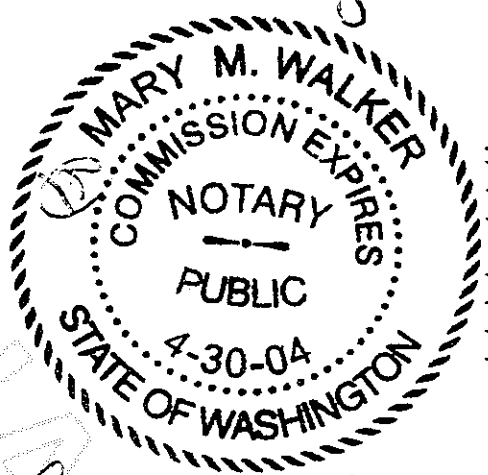
DATED this 30 day of August, 19 2000

By: Thomas E Cleland

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence Thomas E Cleland signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the representative of MORGAN-TURNER PROPERTIES, L.P., a Washington limited partnership, to be the free and voluntary act of such party for the used and purposes mentioned in the instrument.

DATED this 30 day of August, 19 2000.



Mary Walker  
NOTARY PUBLIC in and for the State of  
Washington residing at: Mount Vernon  
Print Name: Mary M Walker  
My appointment expires: 4/30/04

Approved by: John T. Coogan  
Skagit County

Date: 8-11-00

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

JAN 10 2001

Amount Paid \$ 0  
Skagit Co. Treasurer  
By Ka Deputy

