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, Skagit County Auditor

6/13/2001 Page 1 of 3 9:33:51AM

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

COVER SHEET
PROTECTED CRITICAL AREA AGREEMENT

GRANTOR: Beverly Brase O'Dell

GRANTEE: Skagit County

LEGAL DESCRIPTION

Lot 4 of Short Plat No. 90-066, approved July 21, 1992 and recorded July 21, 1992 in Volume 10 of Short Plats, page 104, under Auditor's File No. 9207210068, records of Skagit County, Washington, being a portion of Government Lot 12, Section 1, Township 34 North, Range 4 East, W.M.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P23357

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 under short plat number SP 00-0347, and mutual benefits herein Grantor Beverly Brase O'Dell, the owner in fee of that certain real property described on the face of Short Plat # 00-0347, 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 descriptions are as follows:

Tract 1 and 2 of Short Plat Number 00-0347, records of Skagit County, Washington lying in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 34 North, Range 4 East, W.M.

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. It is the intent of the grantor to construct a dock at some future date. That construction will require approval of Skagit County. Appropriate mitigation measures will be established during project review for the dock construction. Nothing in this agreement shall be interpreted to preclude approval of a proposed dock as long as the grantor complies with appropriate mitigation and other County Codes governing dock construction.
- b. Permit the continuation of the existing uses within the buffer area including lawn maintenance.
- c. Permit the use of the buffer area along Clear Lake for recreation, including picnic area and pedestrian trail.
- d. 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



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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.

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 areas 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.

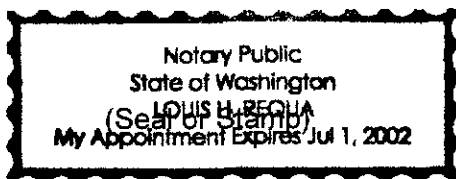
Skagit County:

Owner:

Beverly Brase O'Dell
Beverly Brase O'Dell

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Beverly Brase O'Dell is the person who appeared before me that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 5/2/2001

Louis H. Regua
Signature

Notary Louis H. Regua

Title Notary

My appointment expires July 1, 2002

SKAGIT COUNTY WASHINGTON
Real Estate Division

MAY 21 2001

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



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Skagit County Auditor

UNOFFICIAL DOCUMENT

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