



200203120171
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 AREA AGREEMENT

Grantors, Chester and Juanita James, husband and wife, do hereby grant, convey, and warrant to the Grantee, Skagit County, the Protected Critical Area Easements described on the following page.

LEGAL DESCRIPTION:

Portions of the northeast quarter of the northwest quarter and the southeast quarter of the northwest quarter of Section 35, Township 36 North, Range 4 East, W.M. lying within Lot 1, Lot 2, Lot 3 and Lot 4 of Short Plat Number 97-0031, records of Skagit County, Washington.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P50702, P50705
ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER: 360435-2-003-0006,
360435-2-002-0007

PROTECTED CRITICAL AREA EASEMENT AGREEMENT

In consideration of Skagit County Code (SCC) 14.24.170, requirements for recording of Protected Critical Area easements (PCA), for areas included under SP97-0031, 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 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 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 "A", Tract "B", Tract "C" and Tract "D", of Short Plat Number 97-0031, records of Skagit County, Washington lying in the northeast quarter of the northwest quarter and in the southeast quarter of the northwest quarter of Section 35, Township 36 North, Range 4 East, W.M.

2. Grantor(s) shall here after be responsible for maintaining and repairing PCA areas as described herein and is hereby required to leave the PCA 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 14.24.

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 14.24.

- a. Permit the use of the buffer area along the Samish River for recreation, including picnic areas. Allow the clearing of underbrush and dead trees in areas shown on the short plat to provide open spaces for the picnic areas.
- b. Permit the continuation of the existing uses within the buffer area to the extent permitted in 14.24.100.
- c. Grantor(s) 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(s).

4. Grantor(s) 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. 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 in 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 platforms, stormwater management facilities and utility easements. Provided further that the grantor(s) agrees not to interfere with, obstruct or endanger Skagit County's use of the easement.



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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, licenses or third parties within the easement areas. Grantor(s) 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.

7. Grantor(s) agrees that these easements 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 interest in the property to Skagit County for the benefit of the public forever.

Skagit County:

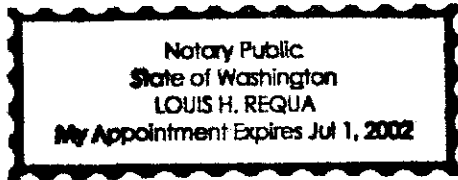
M. Muir

Owner:

Chester James
Chester James
Juanita James
Juanita James

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Chester James and Juanita James h/w are the persons who appeared before me that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 10/15/01
Signature Louis H. Regua
Notary _____
Title _____
My appointment expires July 1, 2002

Easement SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAR 12 2002

Amount Paid \$ 10
Skagit County Treasurer
By: Mam Deputy



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