



200204160053

Skagit County Auditor

4/16/2002 Page 1 of 4 11:11AM

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

COVER SHEET
PROTECTED CRITICAL AREA AGREEMENT

GRANTOR: Richard C. Spink & Ann Larson Spink

GRANTEE: Skagit County

LEGAL DESCRIPTION

That portion of the following described tract lying Easterly of Colony Road:

The North 1/2 by area of the following described tract:

The Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 36 North, Range 4 East, W.M., EXCEPT road AND EXCEPT the West 700 feet of the East 720 feet of the North 440 feet of said Northwest 1/4 of the Northeast 1/4, AND ALSO EXCEPT that portion deeded to Skagit County for road by deed recorded September 28, 1964, under Auditor's File No. 656409.

AND ALSO the entire portion of the South 20 feet of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 36 North, Range 4 East, W.M., lying West of County road as established on October 13, 1915, ALSO that portion of the South 20 feet of the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 36 North, Range 4 East, W.M., lying East of the Great Northern Railway right of way.

EXCEPTING from all of the property above described, that portion conveyed to the State of Washington by deeds filed May 10, 1962 and April 17, 1967, under Auditor's File Nos. 621365 and 697553.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P49412, P49396, P49417, P49008

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 SP97-0036, 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, B and C of Short Plat Number 97-0036, records of Skagit County, Washington lying in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 18, Township 36 North, Range 4 East and in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, 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. A new driveway to access the building site on Lot 2 will cross Tract B. This is shown on the short plat drawing and is addressed in the Wetland Report prepared by ATSI.
- b. An existing shed is located within the PCA on Lot 1. The Grantors intend to continue to use and maintain that structure.
- 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:

[Signature]

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Owner:

[Signature]
Richard C. Spink

[Signature]
Ann Larson Spink

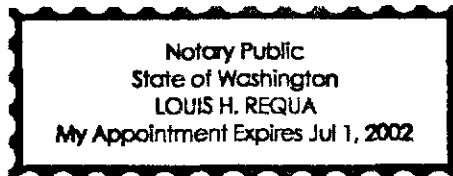
APR 16 2002

Amount Paid \$
Skagit Co. Treasurer

State of Washington
County of Skagit

By *[Signature]* Deputy

I certify that I know or have satisfactory evidence that Richard C Spink is the person who appeared before me that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 4/02/02

[Signature]
Signature

Notary Louis H. Regua

Title Notary

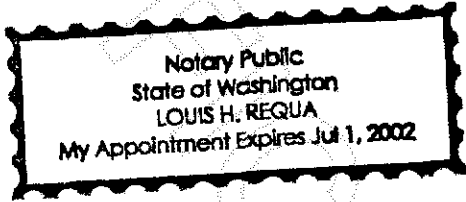
My appointment expires July 1, 2002



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State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Ann Larson Spink 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 4/02/02
Signature Louis H. Regua
Notary Louis H. Regua
Title Notary
My appointment expires July 1, 2002

