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Skagit Surveyors & Engineers
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200208130060
Skagit County Auditor

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DOCUMENT TITLE:
PROTECTED CRITICAL AREA AGREEMENT

GRANTOR:
Anderson Road LLC

GRANTEE:
Skagit County

ABBREVIATED LEGAL DESCRIPTION:
Portion of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of SEC 29, TWP 34 N, RGE 4 E, W.M.
Full legal description located on Exhibit A of this document.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER:
P28736; 340409-3-023-000

PROTECTED CRITICAL AREA EASEMENT AGREEMENT

AAK
AUGUST
13, 2002

Anderson Road, LLC ("Grantor") owns the property described in Exhibit A ("Property"). In consideration of Skagit County Code (SCC) 14.24.170, requirements for recording of Protected Critical Area easements ("PCA") and mutual benefits herein, Grantor 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 Property described in Exhibit B, together with the right of ingress and egress to and from this easement for the sole purpose of monitoring and enforcing proper operation and maintenance of the PCA described in Exhibit B.

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

1. The PCA is established over that portion of the Property described in Exhibit B.
2. Grantor shall be responsible for maintaining and repairing PCA areas as described herein and is hereby required to leave the PCA undisturbed in a natural state, except as otherwise provided herein. 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, as noted in Paragraph 3 herein, or as specifically permitted by Skagit County on a case-by-case basis consistent with SCC 14.24.
3. Grantor and Skagit County agree to the following special conditions requested by the Grantor or required as part of mitigation pursuant to SCC 14.24.
 - a. Per the Critical Areas Site Assessment prepared by Earth Systems Science, Inc. dated August 24, 2001 and as approved during Tech Team Review by Skagit County and other relevant Reviewing Agencies, a fifty (50) foot grass buffer will be maintained over that portion of the Property described in Exhibit B. The grass buffer will be mowed and maintained as necessary to allow maintenance of the drainages by Dike District 17, or such other designee appointed by Grantor, which appointment is within Grantor's sole discretion. Any maintenance plan developed for the PCA must be approved by Grantor and must be consistent with SCC 14.24
 - b. If in the future the drainages or portions of the drainages on the Property are determined not to be critical areas by the local government with jurisdiction to make such a determination, all easement rights provided herein over the drainages or portions thereof determined not to be critical areas shall revert to the Grantor.
 - c. All easement rights as provided herein over drainages or applicable portions thereof shall revert to the Grantor in the event that the Critical Areas Ordinance of the local government with jurisdiction is repealed, and/or shall revert to the Grantor to the extent that said Critical Areas Ordinance becomes less restrictive and the drainages or applicable portions thereof are no longer considered critical areas.



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- d. Except in the case of an emergency, where a critical area or its buffer is threatened with immediate harm, as determined by the local government with jurisdiction, access to exercise the easement rights granted herein shall be only upon seven (7) days prior written notice by certified mail to the Grantor.
- e. The parties specifically acknowledge that grading may occur within the PCA as part of Grantor's approved grading plan as shown in grading permit BP02-0803, subject to SCC 14.24.
- f. Grantor shall be allowed to use the PCA for walking, picnicking, and similar passive recreational uses. Nothing in this subparagraph shall limit Grantor's rights of use reserved under Paragraph 4 or any other provision herein.
- g. Skagit County and its successors and assigns hold Grantor harmless from any damage or injury to any person or property resulting from the negligent acts or omissions of and to the extent caused by Skagit County.
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. 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 agrees not to interfere with, obstruct or endanger Skagit County's use of the easement.
5. Should any human disturbance of the PCA occur through no fault of Skagit County, the Grantor shall have the obligation to reseed and restore the affected area to its previous condition immediately.
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 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 agrees that these easements shall run with the land and that the rights and obligations of Grantor and Skagit County established in this easement agreement shall inure to the benefit of each and shall be binding upon their respective heirs, successors and assigns.
8. Grantor 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.



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EXHIBIT A

Legal Description

That portion of the north 495 feet of the south 990 feet of the southeast quarter of the southwest quarter of Section 29, Township 34 North, Range 4 East, W.M., lying westerly of that certain 10' wide strip of land conveyed to Drainage District No. 17 by deed filed in AF#335876.

EXCEPT that portion deeded to the State of Washington for highway purposes by deed recorded under AF#539508 and AF#769638.

AND EXCEPT that portion of said premises, if any, lying within the north half of the north half of the southeast quarter of the southwest quarter of Section 29.



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SKAGIT COUNTY:

Leah Forbes
Associate Planner
Skagit County

ANDERSON ROAD, L.L.C.:

Mike Fohn
Mike Fohn, Managing Partner
Anderson Road LLC

STATE OF WASHINGTON)
) §
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Mike Fohn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Partner of Anderson Road LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 08/13/02
Signature: Tish Campbell
(print name) TISH CAMPBELL
Notary Public in and for the State Of Washington
My appointment expires 08/02/04

STATE OF WASHINGTON)
) §
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Leah Forbes is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Associate Planner of Skagit County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 08/13/02
Signature: Tish Campbell
(print name) TISH CAMPBELL
Notary Public in and for the State Of Washington
My appointment expires 08/02/04



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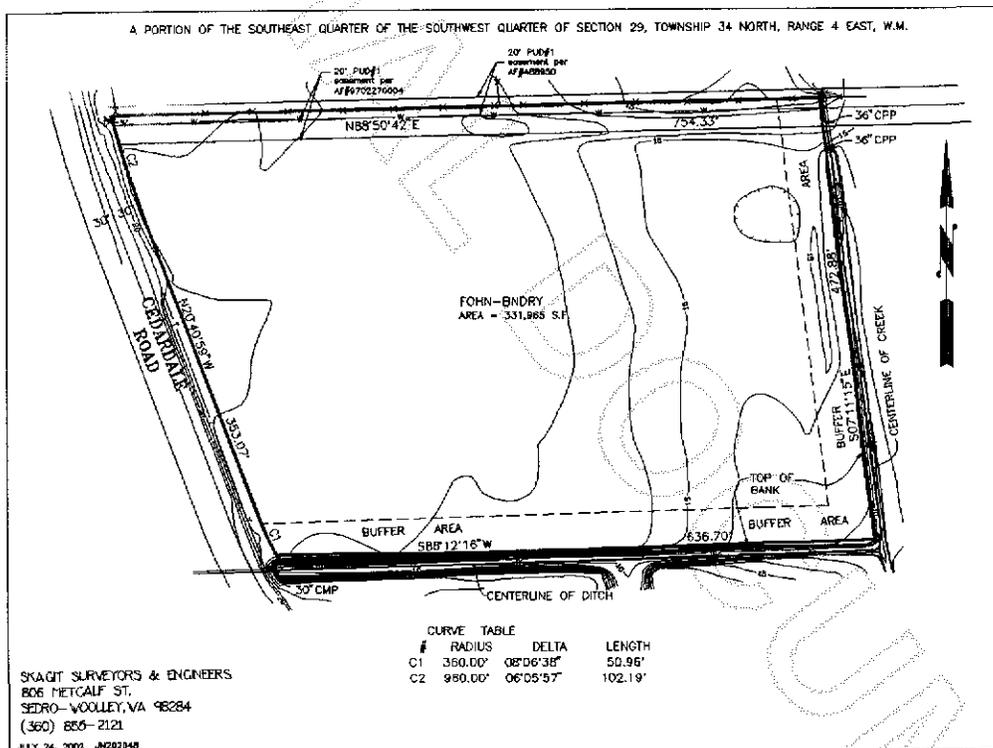
EXHIBIT B

The easement shall be over and across the following described property:

A fifty (50) foot wide buffer measured from the northerly ordinary high water mark ("OHWM"), plus or minus five (5) feet in accordance with SCC 14.24.170, of an existing ditch running along the south boundary of the Property; AND

A fifty (50) foot wide buffer measured from the westerly OHWM, plus or minus five (5) feet in accordance with SCC 14.24.170, of an existing ditch running along the east boundary of the Property.

Said buffer areas are shown below in the Protected Critical Area Site Plan:



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