

AFTER RECORDING, RETURN TO:

Mr. Frank J. Brown
108 2nd Avenue South, #403
Kirkland, WA 98033



200409210128

Skagit County Auditor

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(Space above this line for Recorder's use only)

DOCUMENT TITLE	PROTECTED CRITICAL AREA EASEMENT AGREEMENT
REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED	N/A
GRANTOR(S)/BORROWER(S)	Midgie Enterprises, LLC
GRANTEE(S)/ASSIGNEE(S)/ BENEFICIARIES	Skagit County
LEGAL DESCRIPTION (Abbreviated)	Tract A and Tract B of Short Plat #PL04-0070 being a portion of the Government lots 1 and 2 of Section 9, Township 34 North, Range 2 East, W.M. Complete legal description is on Exhibit A of this document
ASSESSOR'S PARCEL NUMBERS	340209-1-004-0100 (P106855)

**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 PL04-0070, 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 and Tract B of Short Plat #PL04-0070

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. With the exception of activities identified as Allowed without Standard review under SCC 14.24.100, any land-use activity that can impair the functions and values of critical areas or their buffers through a development activity or by disturbance of the soil or water, and/or by removal of, or damage to, existing vegetation shall require critical areas review and written authorization pursuant to SCC 14.24. No clearing, grading, filling, logging or removal of woody material, building, construction or road construction of any kind or planting of non-native vegetation or grazing of livestock 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 continuation of the existing uses within the buffer area to the extent allowed in SCC 14.24.100.
- b. 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.

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 WASHINGTON
REAL ESTATE EXCISE TAX

DATED this 24 day of August, 2004.

SEP 21 2004

SKAGIT COUNTY

MIDGIE ENTERPRISES, LLC

Amount Paid \$
By DEC Co. Treasurer
Deputy

Leah Jackson
By: me

Frank J. Brown
Frank J Brown, its Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Frank J. Brown 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 sole Manager of Midgie Enterprises, LLC, a limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument..

DATED: this 24th day of August, 2004.

(Seal or stamp) Notary Public
State of Washington
LOUIS H. REQUA
My Appointment Expires Jul 1, 2006

Louis H. Requa
Notary Signature



200409210128
Skagit County Auditor

Louis H. Regua

Print/Type Name

Notary Public in and for the State of
Washington,

residing at Sedro-Woodley, WA.

My appointment expires July 1, 2006



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**EXHIBIT A TO PROTECTED CRITICAL AREA
EASEMENT AGREEMENT**

Legal Description of Property

Land situated in the State of Washington, County of Skagit and described as follows:

Parcel "B":

Government Lots 1 and 2, of Section 9, Township 34 North, Range 2 East, W.M.,
EXCEPT that portion of the above the described Parcels lying Easterly of the following
described line:

Beginning at the Northeast corner of said Section 9; thence South 89 degrees 02' 43"
West along the North line thereof, a distance of 672.32 feet to the true point of beginning
of said line; thence South 21 degrees 44' 42" East, a distance of 619.22 feet; thence
South 00 degrees 34' 41" East, a distance of 644.17 feet; thence South 22 degrees 12' 49"
West, a distance of 283.19 feet; thence South 16 degrees 49' 38" West, a distance of
530.00 feet; thence South 23 degrees 24' 46" West, a distance of 1668.14 feet to the line
of ordinary high water of Similk Bay and the terminus of said line.

AND EXCEPT that portion of Government Lot 2 of said Section 9, lying Southerly and
Westerly of the following described line:

Commencing at the Southwest corner of said Government Lot 2; thence North 00 degrees
47' 21" East along the west line of said Government Lot 2, a distance of 642.60 feet to
the true point of beginning; thence South 72 degrees 51' 40" East, 585.98 feet; thence
South 24 degrees 02' 12" West, 1486.49 feet to the line of ordinary high water of Similk
Bay and the terminus of the herein described line,



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