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Skagit Surveyors & Engineers

806 Metcalf Street

Sedro-Woolley, WA 98284 Phone: (360) 855-2121

COVER SHEET OPEN SPACE PROTECTED AREA EASEMENT AGREEMENT

GRANTOR: Aloha Lumber Corporation

GRANTEE: Skagit County

LEGAL DESCRIPTION

Parcel A:

The South ½ of the Northeast ¼ and the North ½ of the Northeast ¼ of the Southeast ¼ of Section 8, Township 35 North, Range 7 East, W.M. Situate in the County of Skagit, State of Washington.

Parcel B:

The South ½ of the Northeast ¼ of the Southeast ¼ of Section 8, Township 35 North, Range 7 East, W.M. Situate in the County of Skagit, State of Washington.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P42280, P42296, P42295 and P42294

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

APR 0 9 2008

Amount Paid \$ Skagit Co. Treasurer
By Deputy

OPEN SPACE PROTECTED AREA EASEMENT AGREEMENT

In consideration of Skagit County Code (SCC) 14.24.170, requirements for recording of Open Space Protected Area Easement Agreement (OS-PA), for areas included under The Plat of WindSong Ranch (PL05-0457) 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 Open Space Protected Area over, along and across that portion of the project, denoted as Open Space Protected Area 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 Open Space Protected Area described herein.

These easements are granted subject to and conditioned upon the following terms, conditions and covenants:

- The Open Space Protected Area legal descriptions are as follows:
 That portion of Lot 13 designated as OS-PA as shown on the Plat of WindSong Ranch (PL05-0457)
- 2. Grantor(s) shall hereafter be responsible for maintaining and repairing OS-PA areas as described herein and is hereby required to leave the OS-PA 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." (SCC 14.24.060) No clearing, grading, filling, logging or removal of woody material, building, construction or road construction of any kind, planting of non-native vegetation or grazing of livestock is allowed within the OS-PA areas except as 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. To the extent allowed under 14.24.100, permit the continuation of the existing uses within the open space protected area.
 - b. In order to locate building lots, specific delineation of the critical areas has only been done on that portion of the property within 200 feet of the proposed development. The area to the North of the building lots is designated as Open Space Protected Area (OS-PA) as required in SCC 14.24.170 (1) (a).
 - 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 OS-PA and do not detract from its integrity, may be permitted in the OS-PA 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 OS-PA 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 OS-PA 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.

Skagit County:

Owner:

Aloha Lumber Corporation

State of Washington
County of Skagit

STATE OF WASHINGTON

COUNTY OF Washington

State of Washington

I certify that I know or have satisfactory evidence that <u>Fwan W. Kose</u> is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the <u>Vice resident</u> of **Aloha Lumber Corporation** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

OFFICIAL SEAL
KARYN A WEXTED-MOSCOE
NOTARY PUBLIC-OREGON
COMMISSION NO. 402649
MY COMMISSION EXPIRES FEBRUARY 21, 2010

Signature from A. Wexted Moscoe

(print name) Kuryn A. Wexted Moscoe

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON Cregon

My appointment expires February 21,2010

Dated: 2/25



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