



200808120117

Skagit County Auditor

8/12/2008 Page 1 of 3 1:46PM

PROTECTED CRITICAL AREA EASEMENT (PCAE)

In consideration of Skagit County Code (SCC) 14.24.170, requirements for recording of protected critical area easement (PCA). for areas included under PL06-1052, and mutual benefits herein, Peter & Susan Janicki -Grantor (s), 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 those portions of the project, denoted as Protected Critical Area Easement and described on the attached legal description, together with the right of ingress and egress to and from this easement for the purpose of monitoring and enforcing proper operation and maintenance of the PCA described herein.

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

1. The PCA legal description is as follows (or noted if attached):

Protected Critical Area tracts ~~a~~ b & c as shown in Skagit County plat PL06-1052 approved Aug 11, 2008 and recorded Aug 12, 2008 under Skagit County Auditors File # 200808120115 records of Skagit County, Washington being in a portion of the south $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 2 Township 35 North, Range 3 East, W.M. Parcel #33709.

2. Grantor (s) shall hereafter be responsible for maintaining and repairing PCA areas as described herein and is hereby required to leave PCA areas undisturbed in a natural state. With the exception of activities identified as Allowed without Standard review under SCC 14.24.100, any land 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 of any kind, planting of non-native vegetation or grazing of livestock is allowed within the PCA areas except specifically permitted by Skagit County on a case-by-case basis consistent with SCC 14.24

3. Grantor(s) retains the right to use and possession of the real property over which the easement is granted to the extent permitted by Skagit County as 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 with the PCA depending on the sensitivity of the habitat involved. Examples of uses and activities that may be permitted in appropriate cases, with prior County written approval separate from this agreement include pedestrian trails, viewing platforms, storm water 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.
4. Should any human or domestic livestock 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 County approved mitigation plan.
5. 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, licensees or other third parties within the easement area. Grantor(s) hold Skagit County harmless from any damage or injury to any property or persons by any person entering the easements area not expressly authorized to do so by Skagit County.
6. Grantor(s) agrees that this easement shall run with the land and 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.
7. 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 benefits of the public forever.



200808120117

Skagit County Auditor

Dated this 2nd day of July, 2008

By: Susan J. Janicki
Peter Janicki

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence Susan J. Janicki signed this instrument, on oath stated that Peter Janicki ~~they~~ ^{was} authorized to execute the instrument and acknowledge it as the ~~to be the~~ free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Dated this 2 day of July, 2008


KEVIN B. MCGOFFIN
STATE OF WASHINGTON
NOTARY --- PUBLIC
My Commission Expires 10-15-2009

K. B. McGoffin
NOTARY PUBLIC in and for the State of
Washington residing at: Santa Woolley
Print Name: Kevin B. McGoffin
My appointment expires : 10-15-2009

Assessment
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 12 2008

Amount Paid \$
Skagit Co. Treasurer
By Quam Deputy


200808120117
Skagit County Auditor
8/12/2008 Page 3 of 3 1:46PM