

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

Materi Sisters, LLC  
C/o Tim & Sandra Adams  
5381 Hobson Road  
Bow, WA. 98232



200812040066  
Skagit County Auditor

12/4/2008 Page 1 of 3 2:02PM

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Grantor(s): MATERI SISTERS, LLC  
Grantee(s): Skagit County, Washington  
Abbreviated Legal: SE ¼ NE ¼, Sec. 36, T 36 N, R 3 EWM, aka Ptn. Lot 4, Short Plat No. PL06-1033  
Additional Legal(s) on Page:  
Assessor's Tax Parcel Number(s): P48765, 360336-1-002-0009

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#### PROTECTED CRITICAL AREA EASEMENT (PCA)

In consideration of Skagit County Code (SCC) 14.24.170, requirements for recording of protected critical area easements (PCA), for areas included under PL06-1033, 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 for a Category II and Category III wetland 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:

Protected Critical Area, denoted as Tracts S, T and U upon Lot 4 of and as shown upon Skagit County Short Plat No. PL06-1033, approved December 4, 2008, and recorded December 4, 2008, under Auditor's File No. 200812040063, records of Skagit County, Washington, being in a portion of the SE ¼ of the NE ¼ of Section 36, Township 36 North, Range 3 East, W.M.

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-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." (SCC14.24.060). 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 PCA areas except as specially 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 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.
4. 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.
5. The existing barns located partially within Tract U may be maintained in their current configuration but shall not be expanded within 50 feet of the Category III wetland. If the barns are removed or damaged beyond 75% of their value, they shall not be replaced within 50 feet of the Category III wetland.
6. The existing gravel access located within Tract T and the existing driveway located partially within Tract U may be maintained in its current layout. Maintenance, repair and re-grading of said driveway and placement of utilities within the 20-foot wide ingress, egress and utility easement shown upon Short Plat No. PL06-1033 shall be allowed as needed to serve existing and future development upon Lots 3 and 4 of said Short Plat PL06-1033. In accordance with SCC 14.24.100(3), the existing access serving Lots 3 and 4 of said Short Plat No. PL06-1033 located partially within the PCAE to Tract U as delineated thereon, shall be allowed normal and routine maintenance and repairs to existing utilities, drainage facilities and driveways serving said lots. Provided, any maintenance or repair activities shall use reasonable methods with the least amount of potential impact to the critical areas and any impact to a critical area or its buffer shall be restored after the maintenance to the extent feasible.
7. The parties recognize that this easement is created, granted and accepted for the benefit of the inherent natural functions 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 other third parties within the easement area. Grantor(s) hold Skagit County harmless from any damage or injury to any property or person entering the easement area not expressly authorized to do so by Skagit County.
8. Grantor(s) agrees that this easement 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.
9. 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.



200812040066

Skagit County Auditor

DATED this 2<sup>ND</sup> day of JUNE, 2008

By: Willie Materi

Willie Materi, Member  
MATERI SISTERS, LLC

[Signature]

Sandra Adams, Member  
MATERI SISTERS, LLC

STATE OF WASHINGTON }

S.S.

County of SKAGIT }

I certify that I know or have satisfactory evidence that WILLIE MATER I is the person who appeared before me, he is the MEMBER of MATER I SISTERS, LLC a Washington limited liability company and he freely signed in his authorized capacity for the uses and purposes stated in this instrument.

Dated: JUNE 2, 2008

assessments  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 04 2008

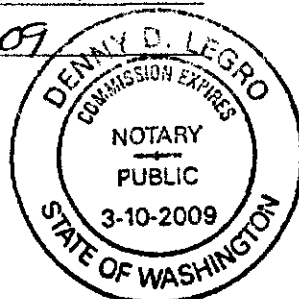
Amount Paid \$ 0  
Skagit Co. Treasurer  
By mem Deputy

Denny D. Legro

Notary Public in and for the State of WASHINGTON

Residing at MOUNT VERNON

My appointment expires: 3-10-09



STATE OF WASHINGTON }

S.S.

County of Skagit }

I certify that I know or have satisfactory evidence that SANDRA ADAMS is the person who appeared before me, she is the MEMBER of MATER I SISTERS, LLC a Washington limited liability company and she freely signed in her authorized capacity for the uses and purposes stated in this instrument.

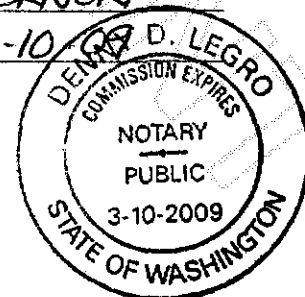
Dated: JUNE 2, 2008

Denny D. Legro

Notary Public in and for the State of Washington,

Residing at MOUNT VERNON

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