



199912100126

Kathy Hill, Skagit County Auditor

12/10/1999 Page 1 of 3 2:06:56PM

Return to: Skagit Surveyors & Engineers
806 Metcalf Street
Sedro-Woolley, WA 98284
Phone: (360) 855-2121

COVER SHEET

PROTECTED CRITICAL AREA AGREEMENT

GRANTOR: David & Kathy Burton

GRANTEE: Skagit County

LEGAL DESCRIPTION

Portion of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 33 N, Range 4 E, W.M.
Skagit County, Washington.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P17394
ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER: 330428-1-005-0008

UNOFFICIAL DOCUMENT

PROTECTED CRITICAL AREA EASEMENT AGREEMENT

In consideration of Skagit County Code (SCC) 14.06.145, requirements for recording of Protected Critical Area (PCA) easement agreements for areas included under permit number SP 99-0004, and mutual benefits herein, Grantors David Burton and Kathy Burton the owners in fee of that certain real property described on the face of this project, do hereby grant, convey and warrant to Skagit County, a political subdivision of the State of Washington, an easement establishing PCA's 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's 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 Number 99-0004, records of Skagit County, Washington lying in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 33 N, Range 4 E, W.M.

2. Grantor shall leave the PCA's undisturbed in a natural state. 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, is noted in "3." herein or is specifically permitted by Skagit County on a case-by-case basis consistent with SCC 14.06.
3. Grantor and Skagit County agree to the following special conditions requested by the Grantor or required as part of mitigation pursuant to SCC 14.06.
 - a. The pond in Tract "A" was designed and built to provide detention for the existing horse barn as required by Skagit County in Special Use Permit AF#9408220065. It will continue to serve that function.
 - b. The Grantor 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.
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, uses of the property may include but are not limited to low impact uses and activities, which are consistent with the purpose and function of the PCA's. Said uses may be permitted within the PCA's depending on the sensitivity of the habitat involved, as long as the activity does not adversely effect the integrity of the PCA's nor create an obstruction that would preclude ingress or egress. 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.
5. The parties recognize that these easements are created, granted and accepted to protect the inherent natural functions provided by the PCA's. The PCA's do not provide open or common space for owners within the project or members of the public. By acceptance of



the easements 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 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.

6. Grantor agrees that these easements shall run with the land and that the rights and obligations of Grantor and Skagit County shall inure to the benefit of each and shall be binding upon their respective heirs, successors and assigns.

Skagit County:

[Signature]

Owners:

David Burton
David Burton

Kathy Burton
Kathy Burton

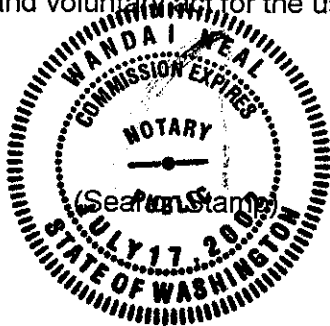
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
6.1%

DEC 3 1999

State of Washington
County of Skagit

Amount Paid \$ 0
Skagit County Treasurer
By: [Signature] Deputy

I certify that I know or have satisfactory evidence that David Burton is the person who appeared before me that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 10-16-99
Wanda J. Neal
Signature

Notary Wanda J. Neal
Title

My appointment expires July 17, 2000

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Kathy Burton is the person who appeared before me that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 10-18-99
Laurell M. Johnson
Signature

Notary Laurell M. Johnson
Title

My appointment expires 8-29-2000
Commission Expires 8-29-2000 2



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