



200210160142

Skagit County Auditor

10/16/2002 Page 1 of 4 3:52PM

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

COVER SHEET
PROTECTED CRITICAL AREA AGREEMENT

GRANTOR: Adam Ware and Kathy Ware, husband and wife, as to an undivided 1/3 interest; Jared Ware, a single man, as to an undivided 1/3 interest, Levi Ware, a single man, as to an undivided 1/3 interest.

GRANTEE: Skagit County

LEGAL DESCRIPTION

The Southwest 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 3, Township 33 North, Range 4 East, W.M.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P16243, P116280

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 PL00-0376 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:

Tracts A, B, C, D, E, F, G, H, and K of Short Plat PL00-0376. It is important to note that Tract J **is not** designated as PCA nor is it designated as Open Space Protected Area (OS-PA). The area within Tract J has been delineated and is reserved for use as a drainfield and reserve area.

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. 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 14.24.

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. 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 outside the building envelope on each of the lots is designated as Open Space Protected Area (OS-PA) as required in SCC 14.24.170 (1) (a). If future owners choose to use any of the area within the designated OS-PA for resource management or other uses, specific critical area delineation of the area to be used will be required. If necessary, appropriate buffers and mitigation will also be required.

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, licensees 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.



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Skagit County:

Mary Stuart
for John Cooper

Owner:

Adam Ware
Adam Ware

Kathy Ware
Kathy Ware

Jared Ware
Jared Ware

Levi Ware
Levi Ware

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

OCT 16 2002

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

State of Washington
County of Skagit

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

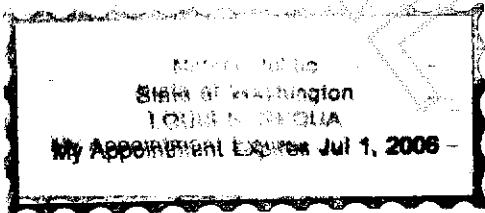
Dated 9-27-02

Louis H. Regua
Signature

Notary

Title

My appointment expires July 1, 2006



State of Washington
County of Skagit

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

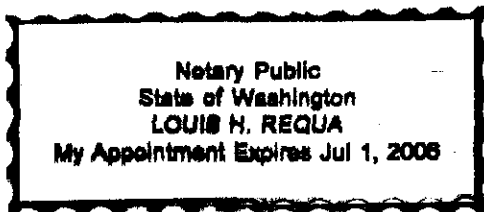
Dated 9-27-02

Louis H. Regua
Signature

Notary

Title

My appointment expires July 1, 2006



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UNOFFICIAL DOCUMENT

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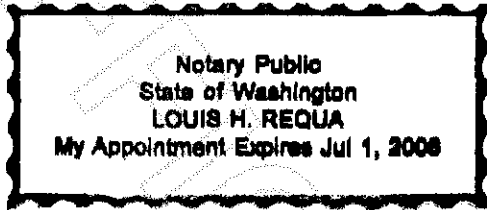
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Handwritten text in Arabic script, possibly a signature or name.

State of Washington
County of Skagit

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



Dated 9-27-02

Signature Louis H. Requa

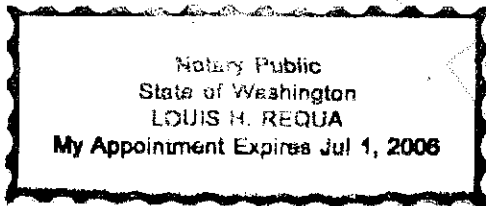
Notary _____

Title _____

My appointment expires July 1, 2006

State of Washington
County of Skagit

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



Dated 9-27-02

Signature Louis H. Requa

Notary _____

Title _____

My appointment expires July 1, 2006



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UNOFFICIAL DOCUMENT

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Handwritten text, possibly a signature or name, located in the lower left quadrant.