



200309160140
Skagit County Auditor

9/16/2003 Page 1 of 4 2:37PM

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

COVER SHEET
PROTECTED CRITICAL AREA AGREEMENT

GRANTOR: Charlton Family Revocable Living Trust, by Fred L Charlton (Trustee)
Estate of Pauline Charlton, by Fred L. Charlton (Guardian)
Fred L. Charlton

GRANTEE: Skagit County

LEGAL DESCRIPTION: That portion of the West half of the East half of the Southwest quarter, and of the East half of the West half of the Southwest quarter of Section 21, Township 36 North, Range 4 East, W.M., lying North of the C.C.C. Road (now county road) and South of the old railroad grade (now county road).

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: 360421-3-005-0008, P49728
360421-3-002-0001, P49722

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 09 2003

Amount Paid \$ 0
Skagit County Treasurer
By: DC Deputy

UNOFFICIAL DOCUMENT

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 PL03-0411, and mutual benefits herein Grantors 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 description is as follows:

Tract 1, Lot A, Short Plat No. PL03-0411

2. Grantors 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. "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 SCC14.24." SCC 14.24.060 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. Grantors and Skagit County agree to the following special conditions requested by the Grantors or required as part of mitigation pursuant to SCC 14.24.

- a. Permit the continuation of the existing uses within the buffer area that meet SCC 14.24.100. No portion of the PCA Easement shall be used for pasture. If the adjacent property is to be used for pasture, livestock shall be fenced out of the entire PCA Easement.
- b. Grantors 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 Grantors.

4. Grantors retain 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 grantors agree not to interfere with, obstruct or endanger Skagit County's use of the easement.

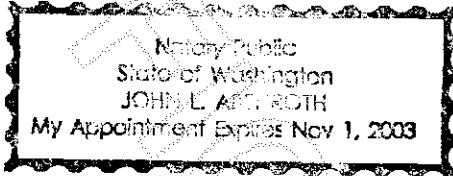


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Skagit County Auditor

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Fred L. Charlton signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the Charlton Family Revocable Living Trust, and as the Guardian of the person and estate of Pauline Charlton, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.



Dated Aug 28, 2003

Signature [Handwritten Signature]

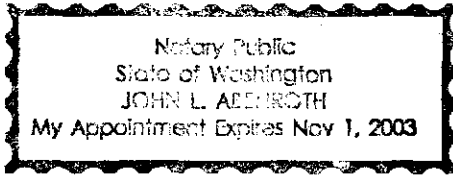
Notary John L. Abenroth

Title Notary

My appointment expires Nov. 1, 2003

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Fred L. Charlton 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 Aug 28, 2003

Signature [Handwritten Signature]

Notary John L. Abenroth

Title Notary

My appointment expires Nov. 1, 2003



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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, licenses or third parties within the easement areas. Grantors hold 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. Grantors agree that these easements shall run with the land and that the rights and obligations of Grantors and Skagit County shall inure to the benefit of each and shall be binding upon their respective heirs, successors and assigns.

8. Grantors covenant 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.

Skagit County:

Mary Pruitt

Owners:

Fred L. Charlton

Charlton Family Revocable Living Trust, by Fred L. Charlton (Trustee)

Fred L. Charlton

Estate of Pauline Charlton, by Fred L. Charlton (Guardian)

Fred L. Charlton

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Skagit County Auditor

9/16/2003 Page

4 of

4

2:37PM