



200310070058

Skagit County Auditor

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

COVER SHEET
PROTECTED CRITICAL AREA AGREEMENT

GRANTOR: Port Gardner Timber

GRANTEE: Skagit County

LEGAL DESCRIPTION

Ptn SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 11; Gov. Lot 12 ptn Gov. Lot 13 of Sec. 12; ptn NW $\frac{1}{4}$ Of the NW $\frac{1}{4}$ & ptn Gov. Lot 4 of Sec. 13, all in Twp 35 N Rng 7 E W.M.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P42509, P42579, P42580, P42535, P42557

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 in the Plat of Elysian Meadows, 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 and H shown on the Plat of Elysian Meadows.

2. Grantor(s) or its successors 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 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. To the extent allowed under 14.24.100, permit the continuation of the existing uses within the buffer area.
- b. Grantor(s) or its successors 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) or its successors.
- c. Grantor(s) obligation under this agreement shall cease upon the sale of a parcel, as to that parcel, and Grantor(s) successor in interest shall be the obligated party under this agreement.

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.



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5. Should any human disturbance of the PCA occur, the then fee owner 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. 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.

Skagit County:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Owner

cash fees

OCT 07 2003

H. E. Dorsey Sr. - President
Port Gardner Timber Company, Inc.

STATE OF WASHINGTON

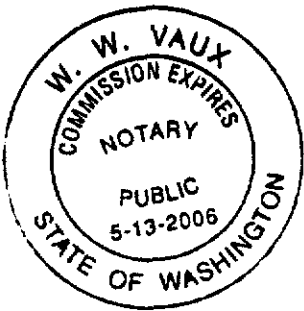
Amount Paid \$
Skagit Co. Treasurer
By) SS Deputy

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that H. E. Dorsey, Sr. is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the PRESIDENT of Port Gardner Timber Company, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Aug. 27, '03

Signature: W. W. Vaux
(print name) W. W. VAUX



NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
My appointment expires 5-13-06

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