



200905120083

Skagit County Auditor

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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 PL 06-1147 and mutual benefits herein, Forrest & Cheryl Foss, hereafter referred to as Grantor(s), 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 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 (or noted if attached): See pages 4 & 5
 Protected Critical Area, as shown on Skagit County Plat No. PL06-1147, approved May 5, 2009 and recorded May 12, 2009 under Skagit County Auditor's File No. 200905120079, records of Skagit County, Washington, being in a portion of SW 1/4, SE 1/4 of Section 31, Township 35 N, Range 2 E, W.M. Parcel # P-33438 Tract B & C
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." (SCC 14.24.060) 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 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.
 - i. Any future development within the area designated as Os-PA shall require a critical areas site assessment for that portion of the Os-PA within 200 feet of the proposed development area(s).

ii. _____

4. 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.
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 other third parties within the easement area. Grantor(s) hold Skagit County harmless from any damage or injury to any property or person by any person entering the easement area not expressly authorized to do so by Skagit County.
7. 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.
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.

DATED this 24th day of March, 2009.

By: Janet Fos
Cheryl Fos



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Skagit County Auditor

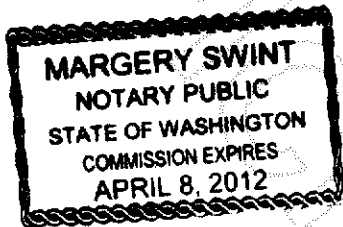
STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

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I certify that I know or have satisfactory evidence Jovest & Cheryl Jones signed this instrument, on oath stated that they ^{was} authorized to execute the instrument and acknowledge it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 24 day of March, 2009.

Margery Swint
NOTARY PUBLIC in and for the State of
Washington residing at: Neenah, Wisconsin
Print Name: Margery Swint
My appointment expires: 4/8/12



Case next
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 12 2009

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



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LEGAL DESCRIPTION TRACT "B"

That portion of the East Half of the Southwest Quarter of the Southeast Quarter of Section 31, Township 35 North, Range 2 East, W.M. described as follows: Commencing at the Southeast corner of said East Half, thence N 00°28'40" E along the East line thereof 320.79 feet; thence N 89°31'20" W 50.22 feet to the true point of beginning of this description:

THENCE North 27 degrees 54 minutes 54 seconds West for a distance of 84.99;

THENCE North 26 degrees 03 minutes 55 seconds West for a distance of 39.51 fee;

THENCE North 07 degrees 01 minutes 40 seconds West for a distance of 194.67 feet;

THENCE South 32 degrees 35 minutes 25 seconds West for a distance of 209.92 feet;

THENCE South 08 degrees 44 minutes 00 seconds West for a distance of 31.45 feet;

THENCE South 15 degrees 39 minutes 15 seconds West for a distance of 31.32 feet;

THENCE South 38 degrees 48 minutes 09 seconds West for a distance of 20.42 feet;

THENCE South 26 degrees 04 minutes 41 seconds West for a distance of 129.90 feet;

THENCE South 88 degrees 30 minutes 48 seconds East for a distance of 122.81 feet;

THENCE North 57 degrees 50 minutes 14 seconds East for a distance of 42.02 feet;

THENCE North 71 degrees 11 minutes 04 seconds East for a distance of 49.63 feet;

THENCE North 66 degrees 11 minutes 12 seconds East for a distance of 78.53 feet to the true point of beginning.

Said property contains 1.09 acres more or less.

Michael Mowrer & Associates
Professional Surveying Services
17424 Mallard Cove Lane
Mount Vernon, Wa. 98274360-422-6097



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L E G A L D E S C R I P T I O N

TRACT "C"

That portion of the East Half of the Southwest Quarter of the Southeast Quarter of Section 31, Township 35 North, Range 2 East, W.M. described as follows; Beginning at the Northwest corner of said East Half;

THENCE South 89 degrees 45 minutes 46 seconds East for a distance of 293.18 feet to a corner of the PCA;

THENCE South 03 degrees 37 minutes 38 seconds West for a distance of 99.22 feet to an angle point;

THENCE South 10 degrees 20 minutes 43 seconds West for a distance of 78.57 feet to an angle point;

THENCE South 09 degrees 28 minutes 44 seconds West for a distance of 100.97 feet to an angle point;

THENCE South 16 degrees 00 minutes 00 seconds West for a distance of 79.41 feet to an angle point;

THENCE South 21 degrees 11 minutes 27 seconds West for a distance of 111.26 feet to a corner of the PCA;

THENCE North 83 degrees 42 minutes 20 seconds West for a distance of 199.73 feet to a point on the West line of a said East Half;

THENCE North 00 degrees 35 minutes 20 seconds East for a distance of 435.31 feet to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 2.68 acres more or less.



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