

AFTER RECORDING RETURN TO:

Earl Roger Noar and Kathleen F. Noar
6067 Central Avenue
Anacortes, WA 98221



200811190074

Skagit County Auditor

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PROTECTED CRITICAL AREA EASEMENT (PCA)

GRANTOR: RKSJ, L.L.C., a Washington limited liability company
GRANTEE: SKAGIT COUNTY, a political subdivision of the State of Washington

Legal Description:

Abbreviated Form: Lot 4, SP PL07-0077

Additional on Page:

Assessor's Tax Parcel No.: P19057 / 340102-2-001-0002 (parent parcel)

THIS AGREEMENT (the "Agreement") is made by and between the undersigned Grantor, RKSJ, L.L.C., a Washington limited liability company, and SKAGIT COUNTY, a political subdivision of the State of Washington, Grantee.

In consideration of Skagit County Code (SCC) 14.24.170, requirements for recording of protected critical area easements (PCA), for areas included under PL07-0077, 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 those portions of the project, denoted as Protected Critical Area Easement and described on the legal description below, 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):

Protected Critical Area, as shown on Skagit County Short Plat No. PL07-0077, approved November 17, 2008 and recorded Nov 19, 2008 under Skagit County Auditor's File No 200811190072, records of Skagit County, Washington, being a portion of the West ½ of Section 2, Township 34 North, Range 1 E, W.M.

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, and 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) 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.

4. 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.

5. 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 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.

6. 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.

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7. Grantor(s) 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.

DATED this 17th day of November, 2008.

GRANTOR:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 19 2008

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

RKSJ, L.L.C., a Washington limited liability company

By Earl R. Noar
EARL ROGER NOAR, Member

By Kathleen F. Noar
KATHLEEN F. NOAR, Member

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Earl Roger Noar is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of RKSJ, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 17th day of November, 2008.



Marsha L. Sullivan

NOTARY PUBLIC

Print Name: MARSHA L. SULLIVAN

My appointment expires: OCT 15 2011

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STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Kathleen F. Noar is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a Member of RKSJ, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 17th day of November, 2008.



Marsha L Sullivan
NOTARY PUBLIC
Print Name: Marsha L Sullivan
My appointment expires: OCT 15 2011

