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05/05/2022 12:04 PM Pages: 1 of 4 Fees: \$206.50
Skagit County Auditor

Return to:

Jack Moore
402 Burrows Lane
Sedro-Woolley, WA 98284

REVIEWED BY
SKAGIT COUNTY TREASURER

DEPUTY *Gena Thompson*

DATE 5.5.22

Document Title

Protected Critical Area Easement

Grantors

1. Moore, Jack
2. Moore, Shannon

Grantee

1. City of Sedro-Woolley

Assessor's Parcel Number

P37421

Legal Description

(2.3415 ac) THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 THENCE NORTH 264 FEET THENCE WEST 363 FEET TO THE TRUE POINT OF BEGINNING THENCE WEST 392 FEET THENCE NORTH 275 FEET, MORE OR LESS, TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO PAUL DALE JONES BY DEED RECORDED JUNE 27, 1940, UNDER AUDITORS FILE NO. 326888 THENCE EAST ALONG THE SOUTH LINE OF SAID PAUL DALE JONES TRACT A DISTANCE OF 392 FEET TO THE SOUTHEAST CORNER THEREOF SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO TOM JOHNSON BY DEED RECORDED JUNE 24, 1948, UNDER AUDITORS FILE NO. 419771 THENCE SOUTH 275 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., AS DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 264 FEET; THENCE WEST 755 FEET; THENCE NORTH 189 FEET, TO THE TRUE POINT OF BEGINNING; THENCE EAST 70 FEET; THENCE NORTH 86 FEET, MORE OR LESS, TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO PAUL DALE JONES BY DEED RECORDED JUNE 27, 1940, UNDER AUDITORS FILE NO. 326888; THENCE WEST ALONG THE SOUTH LINE OF SAID PAUL DALE JONES TRACT A DISTANCE OF 70 FEET; THENCE SOUTH 86 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PROTECTED CRITICAL AREAS EASEMENT (PCAE)

In consideration of Sedro-Woolley Municipal Code (SWMC) 17.65.160, requirements for recording protected critical areas easements (PCAE), for areas included within P37421, and mutual benefits herein, Jack Moore and Shannon Moore, husband and wife, the owners in fee of that certain real property as described herein, do hereby grant, convey, and warrant to the City of Sedro-Woolley (City), a political subdivision of the State of Washington, a non-exclusive perpetual easement establishing a PCAE over, along, and across those portions of the project denoted on the attached map, along with the right of ingress and egress to and from the easements for the purpose of monitoring and enforcing the operation and maintenance of the PCA described herein.

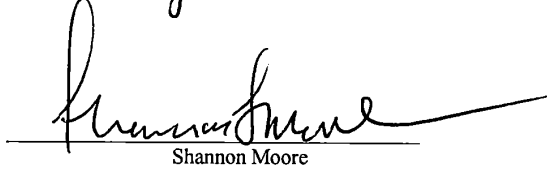
This easement is granted subject to and conditioned upon the following terms conditions and covenants:

1. Grantor shall be responsible for installing, maintaining, and repairing PCAE areas as described herein and is hereby required to thereafter leave all pre-emptive and additional planting areas in a natural state, with the exception of activities described within SWMC 17.65.020(D), Exemptions from Critical Areas Review Requirements, and as described under 2 below.
2. Grantor and the City of Sedro-Woolley agree to the following special conditions as requested by the Grantor and in the interest of the Grantor and the City: Notwithstanding anything to the contrary, Grantors shall be allowed to continue and utilize the existing trail as identified in the Critical Areas Assessment and Mitigation Plan dated January 5, 2022, and driveway access as denoted on the attached map, and be allowed to maintain it as an access for a single-family residence or residences or other buildings, if ever they should be constructed on a portion of the portion of the lot East of Brickyard Creek, outside of this easement.
3. Grantor retains the right to use and possession of the real property over which the easement is granted to the extent permitted by the City as low impact uses and activities which are consistent with the purpose and function of the PCAE and do not detract from its integrity may be permitted within the PCAE, depending on the sensitivity of the habitat involved, and only with prior written City approval separate from this agreement. Examples of uses and activities include pedestrian trails, viewing platforms, stormwater management facilities, and utility easements. Provided further that the grantor agrees not to interfere with, obstruct, or endanger the City's use of the easement.
4. 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 members of the public unless granted by a separate agreement. By acceptance of this easement for the purposes described, the City does not accept and assume any liability of acts or omissions of the fee owners, his or her invitees, licensees, or other third parties within the easement area. Grantors hold harmless the City from any damage or injury to any property or person by any person entering the easement area not expressly authorized to do so by the City.
5. Grantor agrees that this easement shall run with the land and that the rights and obligations of Grantor and Skagit County shall endure to the benefit of each and shall be binding on their respective heirs, successors, and assigns.
6. Grantor covenants that they own the property legally described herein and has lawful right to convey the interest in the property to the City for the benefit of the public forever.

DATED this 4th day of May, 2022



Jack Moore



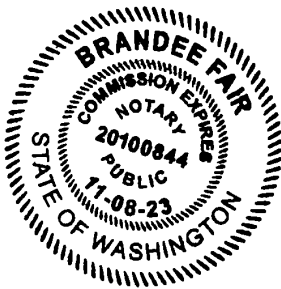
Shannon Moore

Acknowledgement

State of Washington)
County of Skagit)

I certify that I know of have satisfactory evidence that Jack Moore and Shannon Moore, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 4th day of May, 2022.





NOTARY PUBLIC in and for the State of Washington,

residing at Sedro Woolley

My commission expires: 11/08/2023

Printed Name: Brandee Fair

