



200801080005

Skagit County Auditor

1/8/2008 Page

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3 9:50AM

Return to:

Lisser & Associates, PLLC
PO Box 1109
Mount Vernon WA 98273
Phone: (360) 419-7442
Fax: (360) 419-0581

Document Title(s) (or transactions contained herein):

Protected Critical Area Easement

() Additional Reference Numbers on page ____ of document

Grantor(s) (Last name, first name and initials):

1. **MLC Properties, LP**
- 2.
- 3.
- 4.

() Additional names on page ____ of document

Grantee(s) (Last name, first name and initials):

1. **Skagit County**
- 2.
- 3.
- 4.

() Additional names on page ____ of document

Legal Description (Abbreviated: i.e. lot, block, plat or quarter, section, township and range):

Ptn of the W 1/2 of the NW 1/4 of Sec 24, Twp 33, Rge 3 E, WM

() Additional legal(s) on page ____ of document

Assessor's Parcel/Tax I.D. Number:

P-16060

() Tax Parcel Number(s) for additional legal(s) on page ____ of document

PROTECTED CRITICAL AREA EASEMENT (PCA)

In consideration of Skagit County Code (SCC) 14.24.170, requirements for recording of protected critical area buffer easement (PCA), for areas included under Short Plat No. PL-07-0462, and mutual benefits herein, MLC Properties, LP, a Washington Limited Partnership, the owner in fee of that certain real property described hereon, does hereby grant, convey and warrant to Skagit County, a political subdivision of the State of Washington, a non-exclusive perpetual buffer easement establishing a PCA over, along and across those portion 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 property operation and maintenance of the PCA described herein.

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

1. The PCA legal description is as follows (or note if attached)

Protected Critical Buffer Area, within Lot 1, Skagit County Short Plat No. PL-07-0462, recorded under Skagit County Auditor's File No. 200801080003, records of Skagit County, Washington, being in a portion of the West 1/2 of the Northwest 1/4 of Section 24, Township 33 North, Range 3 East, W.M.

2. Grantor(s) or their respective heirs, successors and assigns shall hereafter be responsible for maintaining and repairing PCA areas as described herein and are hereby required to leave PCA areas undisturbed in a natural state. No occupation by livestock, 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 areas except as specially permitted by Skagit County on a case-by-case basis consistent with SCC 14.24. 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 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.
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. The existing pipe within the PCAE area may be maintained or upgraded as may be necessary within the existing Dike District No. 3 easement recorded under Auditor's File No. 856451.
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 best management farming activities, 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 any critical areas identified within 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 for any critical areas within this 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



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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.

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. ~~The critical area(s) and/or buffer(s) described in this PCAB may be altered and/or determined null and void by Skagit County and/or the lead agency upon satisfaction of on-site and/or off-site compensation in accordance with SCC 14.24 and/or the lead agencies codes in effect at the time of proposed alteration.~~ DM
KIN

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 2nd day of November, 2007.

MLC Properties, LP
A Washington Limited Partnership

By: [Signature]

By: Daniel L. Morris

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that KEITH MORRISON and DEB
L. MORRISON is/are the person(s) who appeared before me, and said person(s) 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 partner(s) of MLC Properties, LP, a Washington Limited Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2nd day of November, 2007.

BRUCE G. LISSER
STATE OF WASHINGTON
NOTARY - - - - PUBLIC
My Commission Expires 7-14-2008

[Signature]
NOTARY PUBLIC in and for the State of
Washington
Residing at: Moss Vernon
Print Name: Bruce G. Lissier
My appointment expires: 7-14-08

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 08 2008

Amount Paid:
Skagit Co. Treasurer:
By MAM Deputy:

