



201404090045

Skagit County Auditor \$76.00
4/9/2014 Page 1 of 5 2:37PM

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

Easement
APR 09 2014

AFTER RECORDING RETURN DOCUMENT TO:
Roger Sahlin
1801 Roeder Ave., Suite 156
Bellingham, WA 98225

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

PROTECTED CRITICAL AREA EASEMENT

(PCA)

GRANTOR : WESTVIEW WATERFRONT, LLC, a Washington Limited Liability company

GRANTEE: SKAGIT COUNTY, WASHINGTON

LEGAL DESCRIPTION:

A portion of Assessor's Tax Parcel No.: P20360 & P130447

THIS Agreement (the "Agreement") is made by and between the undersigned Grantor, WESTVIEW WATERFRONT LLC and SKAGIT COUNTY, a political subdivision of the State of Washington, Grantee.

In consideration of Skagit County Code (SCC) 14.24.090, requirements for recording of protected critical area easements (PCA), for areas included under, PL07-0646, and mutual benefits herein, The Grantor, as listed above, does hereby grant, convey and warrant to Skagit County, a political subdivision of the State of Washington, a nonexclusive perpetual easement establishing a PCA over, along and across those portions of the project, denoted as Protected Critical Area Easement and described on Exhibit "A", 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 descriptions as attached on Exhibits A and B Protected Critical Area, as shown on Skagit County Record of Survey and Boundary Line Adjustment approved 2/19/2014 and recorded under Skagit County Auditor's File No. 201404090046 records of Skagit County, Washington, being a portion of Govt Lot #1 Section 16, Township 34 North, Range 2E, W.M.
CONTAINING 230,300 SQUARE FEET, AS DEPICTED ON SNEE-OOSH Record of Survey.
SITUATED IN SKAGIT COUNTY, WASHINGTON

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 14.24.070, 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) 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 within 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 invitee, 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.

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.

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 6th day of Feb, 2014

GRANTOR:



Christopher L. Sahlin,

Managing Partner

WESTVIEW WATERFRONT, LLC. a Washington Limited Liability company



Skagit County Auditor

4/9/2014 Page

2 of

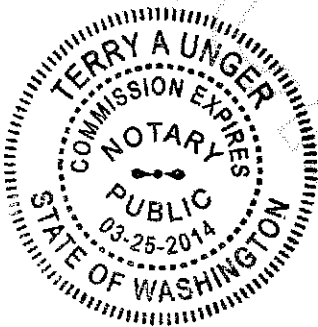
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5 2:37PM

STATE OF WASHINGTON)
) ss.
County of Whatcom)

THIS IS TO CERTIFY that on this 6th day of February, 2014, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRISTOPHER L. SAHLIN, an individual, to me known to be the principal that executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Terry A. Unger
NOTARY PUBLIC in and for the State of
Washington, Residing at
My Commission Expires

Bellingham
3/25/14



201404090045

Skagit County Auditor

\$76.00

4/9/2014 Page

3 of

5 2:37PM

PROTECTED CRITICAL AREA EASEMENT

OVER LOT #A-1

P130447 / P20360

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 15 TWP 34 NORTH RANGE 2 E W.M. THENCE NORTH 89°51'47" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 162.37 FEET; THENCE SOUTH 22°21'15" WEST 71.05 FEET; THENCE SOUTH 39°20'32" WEST 27.96 FEET; THENCE SOUTH 19°39'18" WEST 52.01 FEET; THENCE SOUTH 40°34'04" EAST 33.76 FEET; THENCE SOUTH 14°53'29" WEST 83.82 FEET; THENCE SOUTH 28°58'54" WEST 58.21 FEET; THENCE SOUTH 33°58'58" WEST 146.39 FEET MORE OR LESS TO THE LINE OF ORDINARY HIGH WATER, THENCE NORTHERLY AND EASTERLY ALONG SAID LINE OF ORDINARY HIGHWATER TO A POINT LYING SOUTH 89° 51' 47" WEST OF THE POINT OF BEGINNING, THENCE south 89° 51' 47" EAST , TO THE POINT OF THE BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON
CONTAINING 38.957 SQ FT.



201404090045

Skagit County Auditor

4/9/2014 Page

4 of

5 2:37PM

\$76.00

PROTECTED CRITICAL AREA EASEMENT

OVER LOTS A-2 AND A-3

P 20360

Commencing at the Northwest Corner of Lot # 2 of the Snee-oosh Short Plat (PL 07-0646) filed under AF# 201012150048, thence "South 89° 41' 03" West, 34.76 feet to the True Point of Beginning,

Thence south 06° 33' 47" West, 91.42 feet' thence South 45° 52' 42" West, 108.77 feet, thence South 23° 51' 36" West, 69.70 feet, thence South 73° 21' 33" West, 48.51 feet, thence North 59° 34' 21" West, 70.31 feet, thence South 20° 39' 51" West, 38.34 feet, thence South 22° 15' 09" West, 137.39 feet, Thence South 07° 01' 50" West, 66.68 feet, thence South 16° 21' 26" East, 77.29 feet, thence South 03° 36' 33" East, 94.10 feet, thence South 31° 35' 11" West, 114.00 feet, thence South 38° 16' 36" West, 107.02 feet, thence North 89° 50' 17" West, 150 feet more or less to the line of Ordinary High Water, Thence Northeasterly along said line of Ordinary High Water to a point lying South 89° 41' 03 West of the True Point of Beginning, thence North 89° 41' 03" East to the True Point of Beginning.

August 14, 2012

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201404090045

Skagit County Auditor
4/9/2014 Page

5 of

5 2:37PM

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