

Return Address:

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201501080039

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\$74.00  
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Document Title:

Protected Critical Area Easement

Reference Number (if applicable):

Grantor(s):

☐ additional grantor names on page \_\_\_\_.

1) Lake Campbell Investment LLC

2) \_\_\_\_\_

Grantee(s):

☐ additional grantor names on page \_\_\_\_.

1) Skagit County

2) \_\_\_\_\_

Abbreviated Legal Description:

☐ full legal on page(s) \_\_\_\_.

ptn Gout #1, ptn NW 1/4 of the NW 1/4 of Sec 13 T34N, R1E.Wm.

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page \_\_\_\_.

P19317

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JAN 08 2015

Amount Paid \$  
Skagit Co. Treasurer

By *man* Deputy

**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 PL14-0304, and mutual benefits herein, Lake Campbell Investments, LLC, 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):

Protected Critical Area, as shown on Skagit County Short Plat No. PL14-0304, recorded January 8, 2015, under Auditor's File No. 201501080039, records of Skagit County, Washington, being in a portion of government Lot 1, Section 13, Township 34 North, Range 1 East, W.M. P

2. Grantor(s) shall hereafter be responsible for maintaining and repairing PCA areas as described 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,



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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.

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 3<sup>RD</sup> day of NOVEMBER, 2014

GRANTOR:

LAKE CAMPBELL INVESTMENTS, LLC

Harold W. Mousel  
Signature

Manager  
Title

ACKNOWLEDGEMENT

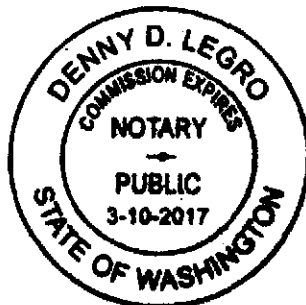
State of Washington       )  
                                          ) S.S.

County of Skagit )

On this 3<sup>RD</sup> day of NOVEMBER, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commission and sworn, personally appeared Harold W. Mousel, to me known to be the person who signed as a member of LAKE CAMPBELL INVESTMENTS, LLC, the Washington Limited Liability Company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of LAKE CAMPBELL INVESTMENTS, LLC for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute said instrument on behalf of said LAKE CAMPBELL INVESTMENTS, LLC.

In witness whereof I have hereunto set my hand and official seal the day and year first above written.

Denny D. Legro  
(Signature of Notary)



DENNY D. LEGRO  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington  
Residing at MOUNT VERNON  
My Appointment Expires: 3-10-17



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