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Kathy Hill, Skagit County Auditor

3/21/2000 Page 1 of 3 9:39:10AM

**RETURN TO:**

Craig Cammock  
415 Pine Street  
PO Box 836  
Mount Vernon WA 98273

**DOCUMENT TITLE**

Projected Critical Area Easement

**GRANTOR**

1. Nordco Group L.L.C.

**GRANTEES**

1. Skagit County

**LEGAL DESCRIPTION ( ABBREVIATED)**

PTN SW NW 10-34-4

**ASSESSOR'S PARCEL/TAX I.D. NUMBER**

340410-2-009-0001

PROTECTED CRITICAL AREA EASEMENT (PCA)

In consideration of Skagit County Code (SCC) 14.06.145, requirements for recording of protected critical area easement (PCA), for areas included under Skagit County Short CaRD SP99-0030, and mutual benefits herein, Grantor(s), Nordco Group L.L.C., a Washington Limited Liability Company, the owners in fee of that certain real property described on the face of this project, do 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 portion of the project, denoted as Open Space (Protected Area) 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:

That Portion of Lot 4 designated Open Space/Protective Area, as shown on Skagit County Short CaRD SP99-0030, approved March 20, 2000 and recorded \_\_\_\_\_ under Skagit County Auditor's File No. 200003210085, records of Skagit County, Washington, being in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 10, Township 34 North, Range 4 East, W.M.

2. Grantor(s) shall thereafter convey their interest in the above-described parcel to Skagit Land Trust who shall 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 clearing, grading, filling, logging or removal of woody material, building, construction or road construction of any kind or planting of non-native vegetation except for limbing or topping of trees to enhance view potential is allowed within the PCA areas except as specially permitted by Skagit County on a case-by-case basis consistent with SCC 14.06.
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 14.06.
  - a. Access across PCA easement as necessary and as approved by Skagit County Planning Department staff.
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 until such time as the property is conveyed to Skagit Land Trust 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.



5. Should any unauthorized 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.
6. 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.
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.
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 27th day of MARCH, 2000.

Nordco Group L.L.C.,  
a Washington Limited Liability Company

By: [Signature]

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

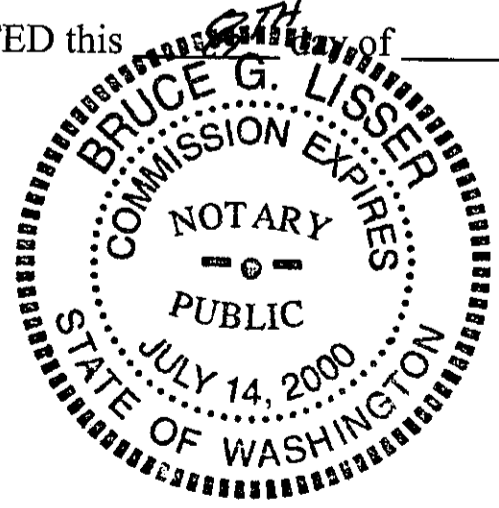
MAR 21 2000

Amount Paid \$ 0  
Skagit County Treasurer  
By: [Signature] Deputy

State of Washington )  
County of Skagit )

I certify that I know or have satisfactory evidence that Craig E. Cammock is the person who appeared before me, and said person acknowledged the he signed this instrument, on oath state that he was authorized to execute the instrument and acknowledge it as the Manager of Nordco Group 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 27th day of MARCH, 2000.



[Signature]  
NOTARY PUBLIC in and for the State of  
Washington residing at: MOUNT VERNON  
Print Name: BRUCE G. LISSNER  
My appointment expires: 7-14-00

