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09/01/2026 09:10 AM Pages: 1 of 4 Fees: $306.50
Skagit County Auditor

RETURN TO:
LAKE 16 LLC
2440 W COMMODORE WAY SUITE 200
SEATTLE, WA 98199-1484

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Adman
DATE 9/1/2026

DOCUMENT TITLE: Protected Critical Area Easement

REFERENCE NUMBER: 202609010134 (Plat of Cascade Highlands – Phase 2)

GRANTOR(S):

1. Plats Plus, Inc.
2. Lake 16, LLC

GRANTEES:

1. Skagit County

ABBREVIATED LEGAL DESCRIPTION:

Tract C (Future Development) of Plat of Cascade Highlands – Phase 1 and 3 – PL96-0058, according to the plat thereof recorded April 19, 2019 under Recording Number 201904190032, records of Skagit County, Washington, being a portion of the Southeast quarter and Southwest quarter and Government Lot 1 of Section 16, Township 33 North, Range 4 East of the Willamette Meridian, Situate in Skagit County, Washington.

ASSESSOR PARCEL / TAX ID NUMBER: P134726 / 6063-000-999-0003

UNOFFICIAL DOCUMENT

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PROTECTED CRITICAL AREA EASEMENT (PCAE)

In consideration of Skagit County Code (SCC) 14.24.090, requirements for recording of protected critical area easements (PCAE), for areas included under PLAT OF CASCADE HIGHLANDS – PHASE 2, File #96-0058, and mutual benefits herein, Grantor(s), project, does hereby grant, convey and warrant to Skagit County, 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 as Protected Critical Area (PCA) 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 PCAE legal description is as follows (or noted if attached):
Those portions of the Plat of Cascade Highlands – Phase 2, PL96-0058, identified on the face of said plat as PCA to include all delineated wetland and stream buffers of said subdivision. Approved 8/21/2026 and recorded 9/1/2026 under Skagit County Auditor's File No. #202609010134, records of Skagit County, Washington, being in a portion of the SE ¼ and SW ¼ and Government Lot 1 of Section 16, Township 33 North, Range 4 East W.M.

2. Grantor(s) shall hereafter be responsible for maintaining and repairing PCA as described herein and is hereby required to leave PCA 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 or planting of non-native vegetation within the PCA except as specially permitted by Skagit County on a case-by-case basis consistent with 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. Permit the continuation of the existing uses withing the buffer area that meet the requirements of SCC 14.24.070.
   b. Grantor(s) shall be held harmless from any damage or injury to any property or person by any person entering the easement areas not expressly authorized to do so by the Grantor(s).

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 pedestrian trails, viewing platforms, and utility easement. 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 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, 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.

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 have lawful right to convey the interest in the property to Skagit County for the benefit of the public forever.

Signature page follows

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

DATED this 1st day of Sept, 2026.

SKAGIT COUNTY (GRANTEE):

SIGNATURE

Leah Forbes, Senior Planner
NAME & TITLE (PRINTED)

Owners (Grantors):

PLATS PLUS, INC.

SIGNATURE

Lisa Hallmon, Vice President
NAME & TITLE (PRINTED)

LAKE 16, LLC

SIGNATURE

Lisa Hallmon, Secretary
NAME & TITLE (PRINTED)

State of Washington
County of King

I certify that I know or have satisfactory evidence that Lisa Hallmon signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as both the Vice President of Plats Plus, Inc., a Washington Corporation, and the Secretary of Lake 16, LLC, a Washington LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 11/14/25

Signature

Notary Name (print) Nathan Kreiter

My Appointment Expires: 3/15/29

NATHAN KREITER
Commission Expires 03-15-2029
NOTARY PUBLIC
License Number 191187
STATE OF WASHINGTON