



202112170093

12/17/2021 02:12 PM Pages: 1 of 7 Fees: \$413.00
Skagit County Auditor

After recording return to:
E & A Holdings
22746 Gunderson Road
Mount Vernon, WA98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Joie Bell
DATE 12-17-21

GRANTOR: E & A HOLDINGS, DBA JOHNSTON BUILDING SERVICES, LLC
ROGER LAGESCHULTE AND LEORALEE LAGESCHULTE, HUSBAND AND WIFE
GRANTEE: CITY OF SEDRO-WOOLLEY
LEGAL DESCRIPTION: NW 1/4 OF NE 1/4 OF SECT 18 TWN 35N R5E
SHORT PLAT SW-SP-2020-250
RECORDED 202112170095
TAX PARCEL NO. 350518-0-053000 (P39353)

**NOTICE OF PROTECTED CRITICAL AREA AND CONSERVATION EASEMENT
SUBJECT TO SEDRO WOOLLEY MUNICIPAL CODE CHAPTER 17.65**

This grant of a conservation easement is made by and between E&A Holdings, DBA Johnston Building Service, Roger Lageschulte and LeOraLee Lageschulte, husband and wife, referred to hereafter as "Grantor," and the City of Sedro Woolley, a Washington Municipal Corporation, referred to hereafter as "Grantee."

The Grantor owns real property in the city of Sedro Woolley, the legal description of which is as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 200 FEET WEST OF THE EAST LINE OF SAID SUBDIVISION AND 120 FEET NORTH OF THE NORTH LINE OF THE COUNTY ROAD TRAVERSING SAID SUBDIVISION; THENCE NORTH TO THE NORTH LINE OF SAID SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 200 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT DUE EAST OF THE POINT OF BEGINNING; THENCE WEST 200 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT A POINT 200 FEET WEST OF THE EAST LINE OF SAID SUBDIVISION AND 120 FEET NORTH OF THE NORTH LINE OF THE COUNTY ROAD TRAVERSING SAID SUBDIVISION; THENCE NORTH 2 FEET; THENCE SOUTHEAST TO A POINT 4 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 4 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE EAST 20 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 200 FEET WEST OF THE EAST LINE OF SAID SUBDIVISION AND 120 FEET NORTH OF THE NORTH LINE OF THE COUNTY ROAD TRAVERSING SAID SUBDIVISION; THENCE SOUTH 120 FEET TO THE NORTH LINE OF SAID COUNTY ROAD; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID COUNTY ROAD TO AN INTERSECTION WITH THE EAST LINE OF SAID SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT DUE EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING;

SITUATED IN SKAGIT COUNTY, WASHINGTON.

This is notice that the property described above (the "Property") is a sensitive area as defined in the Sedro-Woolley Municipal Code Chapter 17.65 and all the provisions of the-municipal code regarding such areas shall apply to the Property.

The intent of the Grantor and the Grantee is to preserve the Property for its ecological (wildlife) habitat and natural undisturbed qualities.

1. **Conservation Easement.** The Grantor hereby conveys to Grantee, its successors, heirs, and assigns, in perpetuity, an easement for conservation purposes in reference to jurisdictional wetlands, streams and buffers. The easement area shall be defined as the Property shown over Lot 1 and 2 and shown as PCA Easement on Short Plat Map SW-SP-2020-250.
2. **Rights, Obligations and Reservations.** All rights, obligations and reservations operate as covenants running with the land in perpetuity. The rights and obligations of this easement shall be binding on and benefit the heirs, successors and assigns of the Grantor and Grantee.

3. **Permitted uses and Rights.** Reserves by Grantor. Grantor reserves the following rights:

- a. Only with written consent of the Grantee, to selectively remove trees to reduce safety hazards, only upon written recommendation of an arborist, or to enhance wildlife habitat or wildland forest characteristics, on an ecologically managed basis.
- b. To maintain and improve wildlife habitat.

4. **Restrictions on Use.** Except as provided above or as already approved by the Grantee, and as may be necessary to carry out those rights reserved, the Grantor shall not on the critical area:

- a. Remove live trees or native vegetation, provided however, danger trees may be removed upon written consent of the Grantee and upon written recommendation of a certified arborist.
- b. Permit grazing of domestic animals.
- c. Excavate, dredge, fill dike, or otherwise alter the landscape or topography.
- d. Permit hunting or trapping.
- e. Store derelict vehicles or waste of any kind.
- f. Explore for or extract minerals, hydrocarbons, solids, gravel or other materials.
- g. Erect or permit the placement of any buildings, structures, or improvements, either of a temporary or permanent nature.
- h. Grant or allow road or utility construction and easements, except with the written consent of the Grantee.
- i. Grant or allow the construction of additional unpaved foot trails, except with the written consent of the Grantee.
- j. Impede or prevent access, upon reasonable notice to the Grantee, its agents, successor and assigns.
- k. Apply chemicals such as fertilizers, pesticides or herbicides.
- l. Alter the surface or subsurface hydrology entering or exiting the easement area.

- m. Otherwise use the Property in a manner inconsistent with the reservation of rights and the purposes of the Grantee's sensitive area municipal code.

5. Rights and Responsibilities of Grantee.

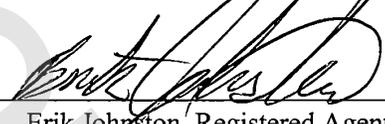
- a. Grantor grants to the Grantee the right to enter the easement area to observe and enforce compliance with the terms of this conservation easement.
- b. Should Grantor, its successors or assigns, undertake any activity in violation of this Easement, Grantee shall have the right to recover damages or to complete the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the enforcement provisions of the Sedro Woolley Municipal code chapter 17.65.180 and any amendments thereto, shall apply.
- c. Any forbearance by Grantee to exercise any rights under this agreement, in the event of a breach, shall not be deemed to a waiver of Grantee's rights under this Easement.

6. General Conditions

- a. This easement does not grant public access to any portion of the Property;
- b. Grantor agrees to bear all costs of upkeep and maintenance of the easement area and to indemnify Grantee there from. It is agreed by the parties that the upkeep and maintenance of the Property shall be the obligation of Lot 1 and Lot 2.
- c. Grantee may convey its interest in the Property. It is the agreement of the parties that the Property will be ultimately conveyed to Lot 1 and Lot 2 respectively.
- d. The easement shall run with the property and shall be binding on successors, assigns, and heirs of grantor and grantee.
- e. In any action to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- f. In the event that any of the provisions contained in this easement are declared invalid or unenforceable in the future, all other provisions shall remain in full force and effect.

Dated this 1 day of DECEMBER, 2021

Grantor: E&A Holdings, DBA Johnston Building Services, LLC

By: 
Erik Johnston, Registered Agent

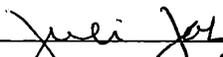
Grantor: Roger Lageschulte



Grantor: LeOraLee Lageschulte



Grantee: CITY OF SEDRO-WOOLLEY

By: 
Print Name: Julia Johnson
Title: MAYOR

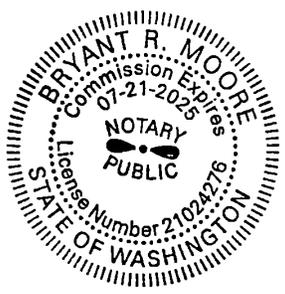
Approved as to form:

Nikki Thompson
Nikki Thompson, City Attorney

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this 1 day of ~~DECEMBER~~, 20 21, before me personally appeared Erik Johnston, to me known to be the Registered Agent of E & A Holdings, DBA Johnston Building Services LLC, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Bryant R Moore



PRINTED NAME: BRYANT R MOORE
NOTARY PUBLIC in and for the State of
Washington residing at SEDRo-Woolley
My commission expires: 7-21-25

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this 1st day of DECEMBER, 2021, before me personally appeared Roger Lageschulte and LeOraLee Lageschulte, Husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath state that they were authorized to execute said instrument.

Bryant R Moore

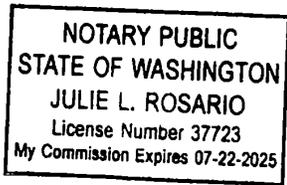


PRINTED NAME: Bryant R Moore
NOTARY PUBLIC in and for the State of
Washington residing at SEDRo WOOLLEY
My commission expires: 7-21-25

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

On this 8 day of December, 2021, before me personally appeared Julia Johnson, to me known to be the Mayor of the City of Sedro-Woolley, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Julie Rosario



PRINTED NAME: Julie Rosario
NOTARY PUBLIC in and for the State of
Washington residing at Skagit County
My commission expires: 7/22/2025