

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:Snapdragon Hills Estates, LLC
P.O. Box 619
Sedro-Woolley, WA 98284REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 10/11/2022

THIS SPACE RESERVED FOR RECORDER'S USE

(Space above this line is for Recorder's use)

**ENVIRONMENTALLY SENSITIVE AREA
PROTECTION EASEMENT**

The information contained in this boxed section is for recording purposes only pursuant to RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor: SNAPDRAGON HILLS ESTATES, LLC, a Washington limited liability company**Grantee:** TOWN OF LA CONNER, a Washington municipality**Reference Number(s) of Documents Assigned or Released:** N/A**Grantor's Property Abbreviated Legal Description:** Lot "A", Record of Survey for Skagit County Boundary Line Adjustment recorded under Skagit County AFN 202106140182, being a portion of Lot 10, Block 11, "Map of Syndicate Addition" to the Town of La Conner, Skagit County, Washington, as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington.**Grantor's Parcel No.:** P135467**Complete Legal Description of Grantor's Property Set Forth in Exhibit A****Legal Description of the Easement Area set forth in Exhibit B**

THIS ENVIRONMENTALLY SENSITIVE AREA PROTECTION EASEMENT ("Easement") is made and entered into by and between SNAPDRAGON HILLS ESTATES, LLC ("Grantor") and the TOWN OF LA CONNER, a Washington municipality ("Grantee") on ~~September 6,~~ October 6, 2022.

RECITALS

A. The Grantor owns Skagit County Parcel No. P135467 in the Town of La Conner, Skagit County, Washington, legally described in **Exhibit A**, attached hereto which by this reference is incorporated herein ("Property").

B. As provided for in Grantee's Administrative Determination dated May 27, 2021 issued to Snapdragon Hill, LLC with respect to Permit No. LU21-20V-II, the Grantee has determined the development of the Property meets the requirements of La Conner Municipal Code ("LCMC") Section 15.65.160(1) provided that an environmentally sensitive area protection easement for areas within the Property. Grantor, the fee owner of the Property as described in **Exhibit A**, is willing to grant such an easement subject to and conditioned upon the following terms, conditions, and covenants:

AGREEMENT

NOW, THEREFORE, for valuable consideration, the sufficiency of which is acknowledged by the parties, the parties hereby agree as follows:

1. Grant of Easement. In consideration and satisfaction of Grantee's condition with respect to the issuance of building permits for the parcel, Grantor hereby grants and conveys to Grantee a non-exclusive environmentally sensitive area protection easement over and across the specific area described as the easement area in **Exhibit B** ("Easement Area"), and as depicted in **Exhibit C**. This Easement is granted subject to and conditioned upon the terms, conditions, and covenants set forth in this Easement.

1.1 Easement Area. Within the Easement Area are natural conditions, specifically slopes, that affect the use and development of the Property as provided for in LCMC 15.65.010.

1.2 Restricted Use Within the Easement Area. No structures, whether temporary or permanent, shall be constructed within the Easement Area. More specifically, only the following improvements are permitted within the Easement Area: a) landscaping; b) patios and sidewalks; c) fencing; d) building overhangs; e) uncovered decks provided: (i) deck footing loads do not exceed 1,000 pounds per square foot, and (ii) deck footings shall not extend within five feet of the top of any slope within the Easement Area. Hot tubs, Jacuzzis, swimming pools, and other improvements that singularly, or in the aggregate, exceed 1,000 lbs. are specifically prohibited within the Easement Area. Stormwater runoff from patios and other impervious surfaces shall not be directed over or across the Easement Area and pervious pavement shall be used to maintain natural stormwater runoff from the Easement Area.

These restrictions within the Easement Area shall be deemed to be covenants running with the land and shall inure to, and be binding upon, the parties' respective successors, assigns, and personal representatives. This Easement and the restricted use within the Easement Area as provided for herein, is to be included on the face of any subsequent deed conveying title to the Property.

1.3 Permitted Uses. Grantor and Grantee agree that Grantor, its heirs, successors, and assigns, may develop, construct, improve, own, possess, finance, rent, and sell the Property, and any improvements thereon, subject to the restrictions in the Easement Area as

specifically provided herein. Grantor retains the right to itself, and to its heirs, successors, and assigns, to make any use of the Easement Area to the full extent that is not inconsistent with the specific rights conveyed to the Grantee hereunder, including but not limited to landscaping, fencing, and recreational use.

1.4 No Public Use. The parties recognize that this Easement shall not be construed to provide open or common space, or access to, either Grantee or members of the public.

2. Miscellaneous.

2.1 Running Covenants. This Easement is, and in all events shall be, understood to relate to the specific Easement Area described in **Exhibit B**, and as depicted on the site map in **Exhibit C**, and shall be deemed to be covenants running with the land and shall inure to and be binding upon the parties' respective successors, assigns, heirs, and personal representatives.

2.2 Entire Agreement; Modifications. This Easement sets forth the entire understanding between the parties with respect to the Easement and the agreements and transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Easement. Neither this Easement, nor any provision in this Easement, may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by both parties and recorded in the records of the Skagit County Auditor and then, only to the extent set forth in such instrument.

2.3 Severability. If one or more of the provisions of this Easement, or its application, is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions or any other application shall in no way be affected or impaired.

2.4 Execution of Documents. The parties agree to execute any documents that may be necessary, appropriate, or convenient to carry out the intent of the transaction contemplated by this Easement.

2.5 Applicable Law. This Easement shall be construed, interpreted, and enforced pursuant to the laws of the State of Washington, and the parties agree that the Superior Court of Skagit County shall be the appropriate venue of any action brought with respect to this Easement.

GRANTEE:

TOWN OF LA CONNER, a Washington
municipality

By: 

Ramon Hayes its Mayor

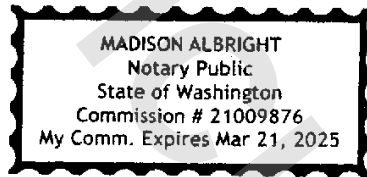
GRANTOR:

SNAPDRAGON HILLS ESTATES, LLC, a
Washington limited liability company

By: 

Zakir Parpia, its Manager

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

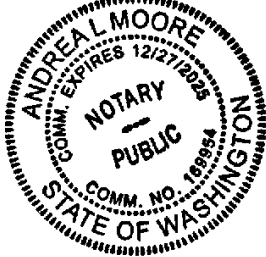


Printed Name: Maddison Albright
Notary Public in and for the State of Washington
residing at Sedro-Woolley
My commission expires: March 31, 2025

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 6th day of October, I certify that I know or have satisfactory evidence that Ramon Hayes is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the Town of La Conner, a Washington municipality, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





 Printed Name: Andrea C. Moore
 Notary Public in and for the State of Washington
 residing at La Conner
 My commission expires: 12/27/2025

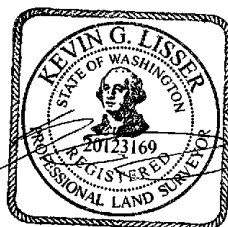
Exhibit "A"

Lot "A" (Skagit County Assessor's Parcel No. P-135467)

Lot "A", Record of Survey for Skagit County Boundary Line Adjustment recorded under Skagit County Auditor's File No. 202106140182, being a portion of Lot 10, Block 11, "Map of Syndicate Addition" to the Town of La Conner, Skagit County, Washington, as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the Town of La Conner, County of Skagit, State of Washington.



8-3-22

Exhibit "B"

A non-exclusive mutually beneficial Environmentally Sensitive Area Protection Easement over, under and across a portion of Lot "A", as shown on that certain Record of Survey for Boundary Line Adjustment recorded under Skagit County Auditor's File No. 202106140182, being a portion of the Southeast 1/4 of Section 36, Township 34 North, Range 2 East, W.M., said easement being more particularly described as follows:

BEGINNING at the Southeasterly corner of said Lot "A" also being the Southwesterly corner of Lot "B" said survey recorded under Skagit County Auditor's File No. 202106140182;
 thence North 12°51'30" East along the Easterly line of said Lot "A", also being the Westerly line of said Lot "B", for a distance of 15.11 feet;
 thence North 84°08'37" West parallel with the Southerly line of said Lot "A" for a distance of 50.38 feet, more or less, to a point on the Westerly line of said Lot "A", also being a point on the Easterly line of Lot 8, Block 11, "Map of Syndicate Addition to the Town of La Conner", Skagit County, Washington, as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington;
 thence South 12°51'30" West along said Westerly line of said Lot "A" for a distance of 7.58 feet to the Southwest corner of said Lot "A";
 thence South 58°27'30" East along the Southerly line of said Lot "A" for a distance of 6.33 feet, to an angle point in said South line;
 thence South 12°51'30" West along the line of said Lot "A" for a distance of 4.77 feet, more or less, to an angle point in said South line, also being the Northwestern corner of Lot "D" said Record of Survey recorded under Skagit County Auditor's File No. 202106140182 at a point bearing North 84°08'37" West from the POINT OF BEGINNING;
 thence South 84°08'37" East along the Southerly line of said Lot "A", also being a Northerly line of said Lot "D", for a distance of 44.33 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the Town of La Conner, County of Skagit, State of Washington.

Containing 719 sq ft



8-3-22

EXHIBIT "C"

