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Skagit County Auditor

Return Address:

Document Title:

Tree Preservation and Construction Agreement

Reference Number (if applicable): _____

Grantor(s):

additional grantor names on page ____

- 1) Skagit Habitat for Humanity _____
- 2) _____

Grantee(s):

additional grantor names on page ____

- 1) Elizabeth Faletti _____
- 2) Kathy Craig _____

Abbreviated Legal Description:

full legal on page(s) ____

- 1. Lt 1, Caledonia Short Plat
- 2. Lt 1, BL 3, Syndicate add.

Assessor Parcel /Tax ID Number:

additional parcel numbers on page ____

P20898, P20897

TREE PRESERVATION AND CONSTRUCTION AGREEMENT

This Agreement is entered into by and between **Skagit Habitat for Humanity** (“Habitat”) and **Elizabeth Faletti and Kathy Craig** (“Adjacent Property Owners”).

1. Purpose

The purpose of this Agreement is to outline the understanding between the parties regarding construction activities by Habitat and the preservation of trees located along the shared property line for SHFH property Parcel number P20898, address 308 Caledonia Street, and Faletti/Craig Property at Parcel number P20897, address 911 South 3rd Street.

2. Tree Preservation Efforts

Habitat agrees to perform all construction activities in a manner reasonably intended to minimize damage to the trees located along the southern property line adjacent to the Habitat homes.

Habitat further agrees to:

- Retain all existing plum trees currently located on the property line.
- Modify construction plans, where feasible, to preserve the root systems of said trees.
- Redesign of drainage to avoid excavation of the property line.
- Certified arborist prune of the west-most boundary tree.
- Removal of east-most fruit tree growing out into the proposed driveway (accessed from 911 S. Third Street by appointment).

3. Acknowledgment of Risk and Hold Harmless

Elizabeth Faletti and Kathy Craig acknowledge that, despite reasonable efforts to preserve the trees, there is an inherent risk that trees may decline or perish over time.

Accordingly, they agree to:

- Hold Habitat harmless for any future loss, decline, or death of the trees that occurs through no fault of Habitat’s construction activities.
- In the event that construction activities have any adverse effect on the trees, acknowledge that Habitat made reasonable and good faith efforts to preserve them, and agree to hold Habitat harmless from claims related to such impacts.

4. Fence Installation

Habitat agrees to install a privacy fence along the north side of the tree line, with the following conditions:

- The primary fence shall be approximately 6 feet 11 inches in height and installed on the SHFH side of the property line to give full access to fruit trees to 911 S. Third Street.
- A 3’ extended fence from the corner of the existing fence on 911 to the sidewalk along the driveway (completion of fence on property line – height restricted by the Town).

5. Mediation and Venue

- In the event of a conflict on any term and condition herein, that the parties agree that they shall engage in mediation in Skagit County, WA in an effort to resolve the dispute. Further, if mediation does not solve the dispute, then the parties agree that Skagit County Superior Court is the proper venue for resolving the claim.

6. General Provisions

- This Agreement represents the entire understanding between the parties regarding the subject matter herein.
- Any modifications must be made in writing and signed by all parties.
- This Agreement shall be governed by the laws of the State of Washington.

Signed:

911 S. Third Street Residence



Elizabeth Faletti

4/20/26

Date




Kathy Craig

4/20/2026

Date

Skagit Habitat for Humanity



Tina Tate, CEO

4/20/26.

Date