

After recording return to:
D. B. Johnson Construction, Inc.
1801 Grove Street, Unit B
Marysville, WA 98270



200507180166

Skagit County Auditor

7/18/2005 Page 1 of 6 3:00PM

GRANTOR: SAUK MOUNTAIN VILLAGE LLC
GRANTEE: CITY OF SEDRO WOOLLEY
LEGAL DESCRIPTION: TRACT SMV-B ACCORDING TO THE PLAT OF SAUK MOUNTAIN VIEW ESTATES
NORTH - PHASE I - WILDFLOWER RECORDED UNDER SKAGIT COUNTY
RECORDING NUMBER 200305090001
TAX PARCEL NO. 4813-000-999-1300 (P120394)

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

Chicago Title IC34306v/
Escrow BE9901

CONSERVATION EASEMENT
This grant of a conservation easement is made by and between Sauk Mountain Village LLC 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:

TRACT SMV-B ACCORDING TO THE PLAT OF SAUK MOUNTAIN VIEW ESTATES
NORTH - PHASE I - WILDFLOWER RECORDED UNDER SKAGIT COUNTY
RECORDING NUMBER 200305090001

SITUATE 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 described above and depicted in the Plat recorded in AF No. 200305090001. The City reserves the right to add to the Property identified as Tract SMV-B above by Boundary Line Adjustment, and any additional property shall be subject to the conditions in this document.

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. To include the acreage of the Property within development permit applications as described in the Memo prepared by Duke's Hill LLC and dated May 23, 2005 which details the final determination with regard to open space at Sauk Mountain View Estates North and Duke's Hill West, subject to approval by the Grantee.
- b. 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.
- c. To maintain and improve wildlife habitat.
- d. Grantor and successors in interest shall have the right to use a small portion of this critical area for storm water management for future subdivisions and phases of Sauk Mountain View Estates, with the consent of Grantee. Grantee may impose any reasonable conditions on this use, including the provision of additional critical areas by boundary line adjustment, to compensate for any anticipated reduction in critical areas resulting from the storm water facility.

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.

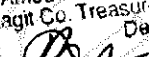
6. General Conditions.



- UNNOTICED
- a. This easement does not grant public access to any portion of the Property; *provided*, that grantee may construct or maintain public access trails within the Property. Public access shall be limited to the trail areas designated by the Grantee.
 - 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 the Sauk Mountain View Estates North – Phase III/IV Homeowners Association and the Plat of Wildflowers Community Homeowners Association, Sauk Mountain View Estates, North, in proportion to the number of residential units.
 - c. Grantee may convey its interest in the Property. It is the agreement of the parties that the Property will be ultimately conveyed to the Sauk Mountain View Estates North – Phase III/IV Homeowners Association.
 - 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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE

JUL 18 2005

Amount Paid \$
Skagit Co. Treasurer
Deputy
By 



200507180166
Skagit County Auditor

Dated this 12th day of July, 2005.

Grantor: SAUK MOUNTAIN VILLAGE LLC

By: *Frederick Flemming*
Frederick Flemming, President

Grantee: CITY OF SEDRO WOOLLEY

By: *Patrick M. Hayden*
Print Name: Patrick M. Hayden
Title Acting Planner

Approved as to form:

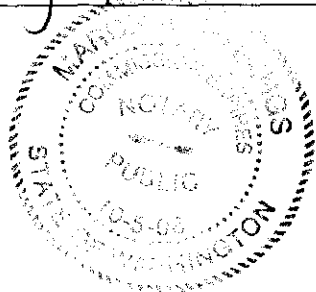
Patrick Hayden
Patrick Hayden, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Frederick Flemming is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Sauk Mountain Village LLC, 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 July 12, 2005

Marcia J Jennings
PRINTED NAME: Marcia J Jennings
NOTARY PUBLIC in and for the State of
Washington residing at Sedro Woolley
My commission expires: 10/15/2008



STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Patrick M Hayden is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Acting Planner of the city of Sedro Woolley to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 7/11/2005

Julie Rosario
PRINTED NAME: Julie Rosario
NOTARY PUBLIC in and for the State of
Washington residing at Sedro-Woolley
My commission expires: 7/23/2005

