

CASCADE NATURAL GAS CORPORATION
 PO BOX 24464
 SEATTLE, WA 98124-0464
 ATTENTION: Engineering / Right of Way



201005120080
 Skagit County Auditor

5/12/2010 Page 1 of 19 3:59PM

AMENDED AND RESTATED EASEMENT AGREEMENT

Grantors:	CLEAR VALLEY ENVIRONMENTAL FARM, LLC CLEAR VALLEY ENVIRONMENTAL FARM II, INC.
Grantee:	CASCADE NATURAL GAS CORPORATION
Legal Description (abbreviated):	Portion of Sections 14 and 15, T 34 N, R 4 E, W.M.
<input checked="" type="checkbox"/> Additional on:	Exhibits A, B and C
Assessor's Tax Parcel ID #s:	P24804 (Parcels "A" & "B"), P24892 (Parcel "C"), P24805 & P24806 (Parcel "D"), P24890 (Parcel "E"), P24743 (Parcel "F"), P24731 (Parcel "G"), P109241 (Parcels "H" & "I")
Reference Nos. of Documents Released or Assigned:	AFN: 545054 and AFN: 545610

This AMENDED AND RESTATED EASEMENT AGREEMENT ("Agreement"), dated for reference purposes October 1, 2009, is made and entered into by and between CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington limited liability company ("Clear Valley LLC"), and CLEAR VALLEY ENVIRONMENTAL FARM, II, INC., a Washington corporation ("Clear Valley Inc."), and CASCADE NATURAL GAS CORPORATION, a Washington corporation ("Grantee"). Clear Valley LLC and Clear Valley Inc. are collectively referred to herein as "Grantor."

RECITALS

A. Clear Valley LLC and Clear Valley Inc. each hold indeterminate undivided interests in that certain real property located in Mount Vernon, Washington, the legal description of which is attached hereto as Exhibit A ("Grantor's Property").

B. Grantee has completed installation of a new pipeline located on Grantor's Property. This Amended and Restated Easement Agreement replaces existing easements dated November 1, 1956 and December 20, 1956, recorded in the property records of Skagit County under Auditor's File Nos. 545054 and 545610, respectively.

NOW THEREFORE, in consideration of the mutual promises exchanged herein, the parties agree as follows:

AGREEMENT

1. Grant of Easements. Grantor hereby grants to Grantee a perpetual, nonexclusive easement for the purposes of constructing, installing, operating, inspecting, surveying, maintaining, protecting, improving, repairing, replacing, and abandoning in place natural gas pipelines and underground equipment related to the operation or maintenance of the pipelines (collectively, the "Pipeline Facilities") under, over, through, and across that portion of Grantor's Property described in the attached Exhibit B and shown on the attached Exhibit C (the "Easement Area"). Grantor also grants to Grantee a non-exclusive easement for ingress and egress over and across all roads and paths located on Grantor's Property, providing access to the above-described easement as said roads and paths exist at the time of the exercise of the ingress and egress rights.

2. Covenants, Restrictions, and Reservations.

a. Grantor shall not have the right to erect any structure or fixture or maintain any other obstruction under, over, across, or within the Easement Area that would unreasonably interfere with Grantee's rights under this Agreement. Grantee acknowledges that Grantor uses the property for a wetlands mitigation bank, which includes grading and planting activities and that such activities do not unreasonably interfere with Grantee's easement rights. Such activities are and will be limited within the first 30 inches of the current surface level and an undisturbed minimum cover depth of 48 inches over buried pipeline facilities must be maintained.

b. Except for emergency repairs or actions, Grantor shall not undertake any activity under, over, across, or within the Easement Area that would disturb or unearth the Pipeline Facilities, or that would impair or interfere with Grantee's rights under this Agreement without prior reasonable notification to Grantee. The parties further acknowledge that Grantee has historically conducted routine pipeline inspections, which do not disturb the earth, without prior notice to Grantor, and that such inspections are not subject to notification.

c. Grantor shall cooperate with Grantee to obtain all necessary permits, licenses, and governmental approvals so that Grantee may enjoy the full use and benefit of this Agreement.

d. In the event Grantee must disturb the property in the exercise of its easement rights, Grantee will restore the property, pursuant to the attached planting details provided by Herrera Environmental Consultants in association with the Skagit Environmental Bank Project (Drawing No: C-19, C-22, and C-24). Grantee acknowledges future Pipeline Facilities must be buried at a minimum depth of 48 inches below surface level. In addition, any activities that involve a disturbance of the property must be in compliance with any rules and regulations of the Grantor's wetland mitigation bank permits and approvals.



201005120080

Skagit County Auditor

3. Indemnity. Grantee agrees to indemnify and hold harmless Grantor from and against claims, losses, and liabilities, including reasonable attorneys' fees, incurred by Grantor resulting from personal injury or property damage arising out of Grantee's negligence in the exercise of the rights granted herein, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor.

4. No Public Rights or Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Grantor's Property.

5. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings among the parties relating to the subject matter of this Agreement.

6. Governing Law and Venue. This Agreement shall be interpreted and enforced pursuant to the laws of the state of Washington. Venue for any lawsuit arising out of this instrument shall be in Skagit County, Washington.

7. Attorneys' Fees. In any action between the parties to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including those incurred at trial or on appeal.

8. Covenants Running with the Land. The easements, conditions, and agreements set forth herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon the respective personal representatives, heirs, successors, and assigns of the parties.

9. Effective Date. This Agreement shall be effective as of the latest date of execution below.

10. Costs. Grantee acknowledges that Grantor has incurred certain costs associated with the granting of this easement, including, but not limited to, legal fees and costs associated with making changes to Grantor's wetland mitigation bank instruments. To that end, Grantee acknowledges that, in addition to paying Grantor for the value of the easement rights granted herein, Grantee will also reimburse Grantor for such reasonably incurred costs.

11. Counterparts. This Amended and Restated Easement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signatures Follow on Subsequent Pages]



201005120080

Skagit County Auditor

GRANTOR:

**CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a
Washington limited liability company**

By: *[Signature]*

Printed Name: JEROME RYAN

Its: MANAGING MEMBER

Date: 3/18/10

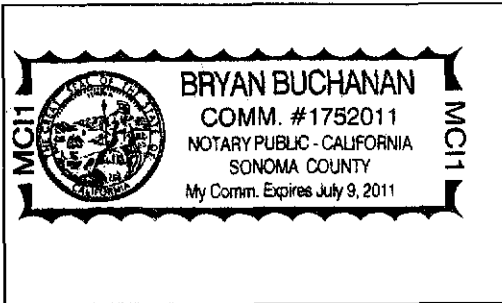
STATE OF CALIFORNIA

ss.

COUNTY OF SONOMA

On this day personally appeared before me JEROME RYAN, to me known to be the Managing Member of CLEAR VALLEY ENVIRONMENTAL FARM, LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18 day of MARCH, 2010.



[Signature]
Printed Name: BRYAN BUCHANAN

NOTARY PUBLIC in and for the State of California,
residing at SONOMA COUNTY, CALIFORNIA

My Commission Expires: 7-9-2011

1345
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 12 2010

Amount Paid to
Skagit Co. Treasurer
By *[Signature]* Deputy

201005120080
Skagit County Auditor

GRANTOR:

**CLEAR VALLEY ENVIRONMENTAL FARM, II, INC.,
a Washington corporation**

By: *[Signature]*

Printed Name: JEROME RYAN

Its: PRESIDENT

Date: 3/18/10

STATE OF CALIFORNIA

COUNTY OF SONOMA

SS.

On this day personally appeared before me JEROME RYAN, to me known to be the President of CLEAR VALLEY ENVIRONMENTAL FARM, II, INC., the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18 day of MARCH, 2010.



[Signature]
Printed Name: BRYAN BUCHANAN

NOTARY PUBLIC in and for the State of California,
residing at SONOMA COUNTY, CALIFORNIA
My Commission Expires: 7-9-2011



201005120080
Skagit County Auditor

5/12/2010 Page 5 of 19 3:59PM

GRANTEE:

**CASCADE NATURAL GAS CORPORATION,
a Washington corporation**

By: *[Signature]*

Printed Name: ELDON BOOK

Its: EXECUTIVE VICE PRESIDENT,

CHIEF OPERATING OFFICER

Date: 4/26/2010

STATE OF WASHINGTON

COUNTY OF KING

}
ss.

On this day personally appeared before me ELDON BOOK, to me known to be the Executive Vice President, Chief Operating Office of CASCADE NATURAL GAS CORPORATION, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 26 day of APRIL, 2010.



Patricia D Chartrey
Printed Name: PATRICIA D. CHARTREY
NOTARY PUBLIC in and for the State of Washington,
residing at PIERCE COUNTY
My Commission Expires: 12-22-12



5/12/2010 Page 6 of 19 3:59PM

EXHIBIT A

DESCRIPTION:

PARCEL "A":

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 34 North, Range 4 East W.M., EXCEPT that portion lying Northerly of the Southerly line of Parcel 4 as delineated on that certain Boundary Line Survey recorded June 19, 2007, under Auditor's File No. 200706190095, AND EXCEPT the South 30 feet thereof conveyed to Skagit County for road purposes by deed recorded under Auditor's File No. 77104, in Volume 65 of Deeds, page 189, records of Skagit County, Washington; AND ALSO EXCEPT that portion thereof lying within the as built and existing County Road running along a portion of the North line thereof commonly known as McLaughlin Road.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 34 North, Range 4 East W.M., EXCEPT the State Highway right of way running along a portion of the South line thereof,

EXCEPT THEREFROM the following described tracts:

- 1.) The West 208.7 feet of the South 626.1 feet of that portion of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, lying North of State Road No. 1-G.
- 2.) Beginning at the Northwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section; thence South along the West line thereof 20 feet to the Southerly line of McLaughlin Road and the true point of beginning; thence continuing South along said West line 666.63 feet to the Northwest corner of that certain parcel described in real estate contract in favor of Kenneth Moore and Phyllis Marie Moore and recorded under Auditor's File No. 8305270054; thence East along the North line of said Moore parcel and said line extended 980.15 feet; thence North parallel to the West line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 666.63 feet, more or less, to the South line of McLaughlin Road; thence West along the South line to the point of beginning.
- 3.) That portion conveyed to Dan Mitzel, et ux, by deed recorded July 11, 2007, under Auditor's File No. 200707110064, and identified as Parcel 4 in that certain Boundary Line Survey recorded July 11, 2007, under Auditor's File No. 200706190095.

Situate in the County of Skagit, State of Washington.



201005120080
Skagit County Auditor

5/12/2010 Page 7 of 19 3:59PM

PARCEL "C":

That portion of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of Section 15, Township 34 North, Range 4 East W.M., lying Northerly of State Highway No. 538,

EXCEPT the North 30 feet of said Northwest ¼ of the Southeast ¼ as conveyed to Skagit county by deed recorded January 6, 1910, under Auditor's File No. 77104, in Volume 65 of Deeds, page 189, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The East ½ of the Northeast ¼ of Section 15, Township 34 North, Range 4 East W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

The Northeast ¼ of the Southeast ¼ of Section 15, Township 34 North, Range 4 East W.M., EXCEPT that portion thereof lying within the boundaries of the as built and existing State Highway right of way running through said subdivision, commonly known as Clear Lake Road and also known as College Way.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

That portion of the Northwest ¼ of the Southwest ¼ of Section 14, Township 34 North, Range 4 East W.M., lying Westerly of the West line of the 100 foot wide right of way conveyed to the Seattle Lake Shore and Eastern Railway Company by deed recorded under Auditor's File No. 3823, in Volume 20 of Deeds, page 504, records of Skagit County, Washington; EXCEPT that certain 20 foot wide strip of land conveyed to the Northern Pacific Railway Company by deed recorded under Auditor's File No. 102078, in Volume 96 of Deeds, page 509, records of Skagit County, Washington; AND EXCEPT that portion of the North 30 feet of the East 105 feet of that portion of said Northwest ¼ of the Southwest ¼ lying West of the West line of the Northern Pacific Railway, said portion being the non-vacated portion of Coltrine #211 County Road, said road being previously conveyed to Skagit County by deeds recorded under Auditor's File Nos. 75461 and 75462, in Volume 78 of Deeds, page 223, records of Skagit County, Washington, and portions of said road being vacated by Order of Vacation entered in Volume 12 of Commissioner's Journal, page 479, records of Skagit County, Washington; AND ALSO EXCEPT any portion of the as built and existing road commonly known as Gunderson Road and formerly known as Coltrine Road, extending on to said property.

Situate in the County of Skagit, State of Washington.



201005120080
Skagit County Auditor

5/12/2010 Page 8 of 19 3:59PM

PARCEL "G":

That portion of the South 660 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 34 North, Range 4 East, W.M., lying Westerly of the West line of the 200 foot wide right of way and depot grounds of the Seattle Lake Shore and Eastern Railway Company, as said right of way and depot grounds were conveyed to said railway company by deeds recorded in Volume 10 of Deeds, page 651 to 654, records of Skagit County, Washington,

AND EXCEPT that portion of the South 30 feet of the East 105 feet of that portion of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, lying West of the West line of the right of way of the Northern Pacific Railway, as said right of way existed on June 6, 1927. Said portion being the non-vacated portion of Coltrine #211 County Road, said road being previously conveyed to Skagit County by deeds recorded under Auditor's File Nos. 75461 and 75462 in Volume 78 of Deeds, page 223, and portions of said road being vacated by Order of Vacation entered in Volume 12 of Commissioner's Records, page 479, records of Skagit County, Washington,

AND ALSO EXCEPT that portion, if any, lying within the boundaries of the as built and existing County road commonly known Gunderson Road and formerly known as Coltrine Road, extending into said property.

Situate in the County of Skagit, State of Washington.

PARCEL "H":

The Westerly $\frac{1}{2}$ of that certain 100 foot wide strip of land conveyed to the Seattle Lake Shore and Eastern Railway Company by Deed dated April 4, 1890, and recorded July 13, 1890, in Volume 10 of Deeds, page 651, records of Skagit County, Washington, being a portion of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 34 North, Range 4 East, W.M..

Situate in the County of Skagit, State of Washington.

PARCEL "I":

The Easterly $\frac{1}{2}$ of that portion of that certain 100 foot wide strip of land conveyed to the Seattle Lake Shore and Eastern Railway Company by Deed dated April 4, 1890, and recorded July 13, 1890, in Volume 10 of Deeds, page 651, records of Skagit County, Washington, which lies Southerly of a line drawn perpendicular through the centerline of said 100 foot wide strip of land and through the point of divergence of the Easterly right-of-way line of said 100 foot wide strip of land and the Westerly right-of-way line of the road right-of-way commonly known as State Highway No. 9, being a portion of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 34 North, Range 4 East, W.M..

Situate in the County of Skagit, State of Washington.



201005120080
Skagit County Auditor

5/12/2010 Page 9 of 19 3:59PM

EXHIBIT B

January 28, 2010

LEGAL DESCRIPTION OF EASEMENT FOR CASCADE NATURAL GAS CORP.

Being a 25 foot wide strip of land lying 12.5 foot on each side of the following described centerline, lying within a portion of the Southwest quarter and the Northwest quarter of Section 14, Township 34 North, Range 4 East, W.M., and within a portion of the Northeast quarter, the Northwest quarter and the Southeast quarter of Section 15, Township 34 North, Range 4 East W.M. more particularly described as follows:

Commencing at the center of said Section 15, being a 2 inch iron pipe; thence South 88°43'45" East along the north line of said Southeast quarter of Section 15, a distance of 32.25 feet to **Reference Point A** and the **True Point of Beginning** of said centerline description; thence South 88°28'02" East a distance of 1,234.80 feet; thence South 87°14'15" East a distance of 62.65 feet; thence South 87°36'42" East a distance of 78.93 feet; thence South 88°30'10" East a distance of 259.67 feet; thence South 89°25'25" East a distance of 246.68 feet and the **Terminus** of this portion of said centerline description; thence South 0°07'53" West a distance of 10.00 feet to **Reference Point B** and the **Point of Beginning** of another portion of said centerline description; thence South 89°25'29" East a distance of 246.97 feet; thence South 87°09'34" East a distance of 122.26 feet; thence North 81°47'17" East a distance of 57.11 feet; thence South 88°55'39" East a distance of 318.66 feet to the East line of said Section 15; thence continuing South 88°55'39" East a distance 32.02 feet; thence South 88°15'21" East a distance of 302.57 feet to the west margin of an existing 60 foot wide road right of way and the **Terminus** of this portion of said centerline description; thence returning to **Reference Point A**; thence North 00°24'35" West a distance of 241.53 feet; thence North 01°44'59" East a distance of 181.07 feet; thence North 01°39'14" West a distance of 314.19 feet; thence North 00°24'35" West a distance of 233.81 feet; thence North 04°10'17" West a distance of 118.44 feet; thence North 00°50'34" West a distance of 102.71 feet; thence North 01°19'56" East a distance of 150.28 feet to the South margin of McLaughlin Road and the **Terminus** of this portion of centerline description and the end of centerline description.

Situate in Skagit County, Washington.



201005120080
Skagit County Auditor

5/12/2010 Page

10 of

19 3:59PM

EXHIBIT C

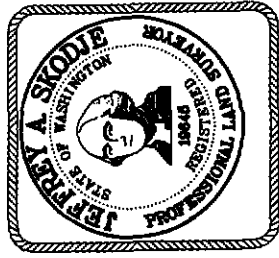
Easement Area Maps

(4 Sheets)



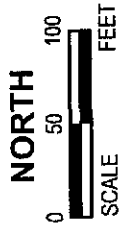
201005120080
Skagit County Auditor

UNOFFICIAL



SW 1/4 OF THE
NE 1/4 SEC 15

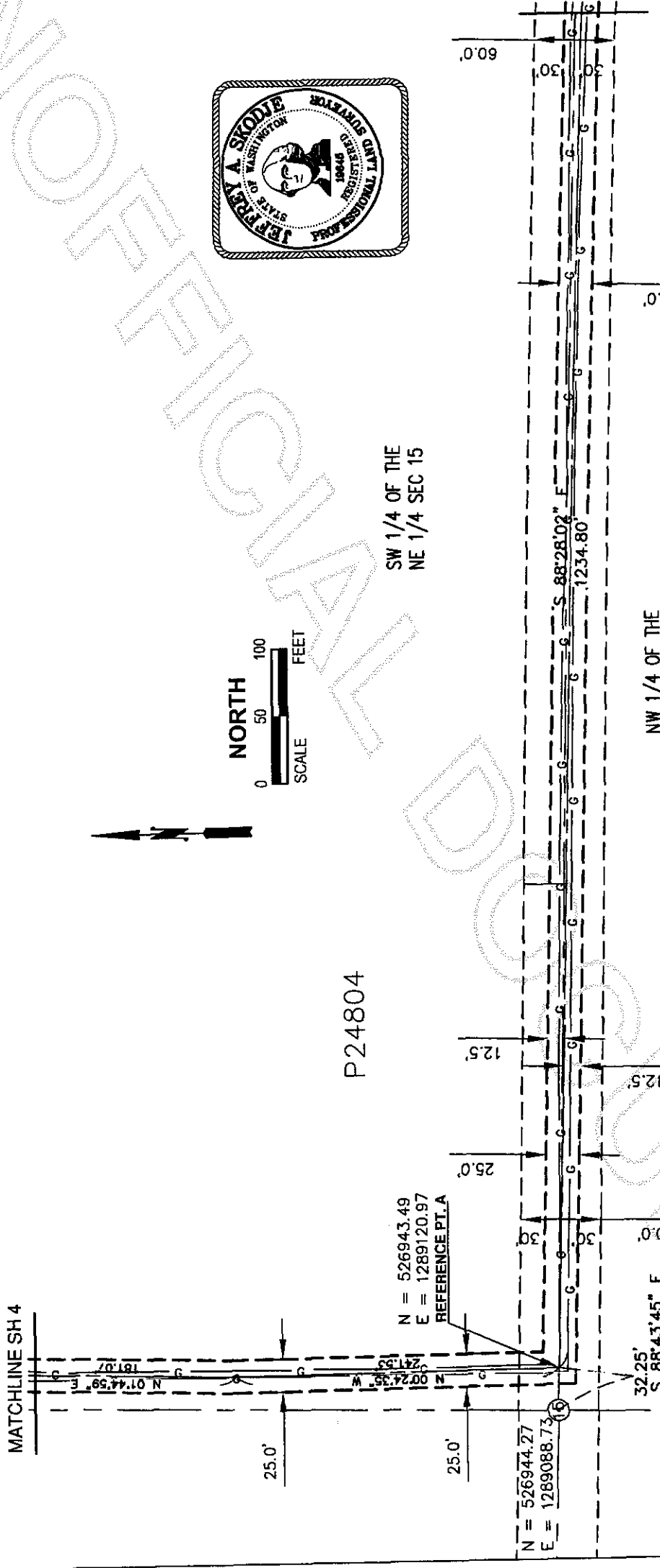
NW 1/4 OF THE
SE 1/4 SEC 15



P24804

MATCHLINE SH 4

MATCHLINE SH 2



SECTION 14, 15, TWP. 39 N., RGE 2 E., W.M.

DATE	2-15-10
SCALE	1"=100'
SH 1 OF 4	
FOR	CASCADE NATURAL GAS

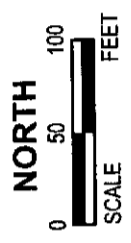
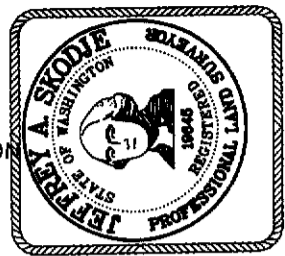
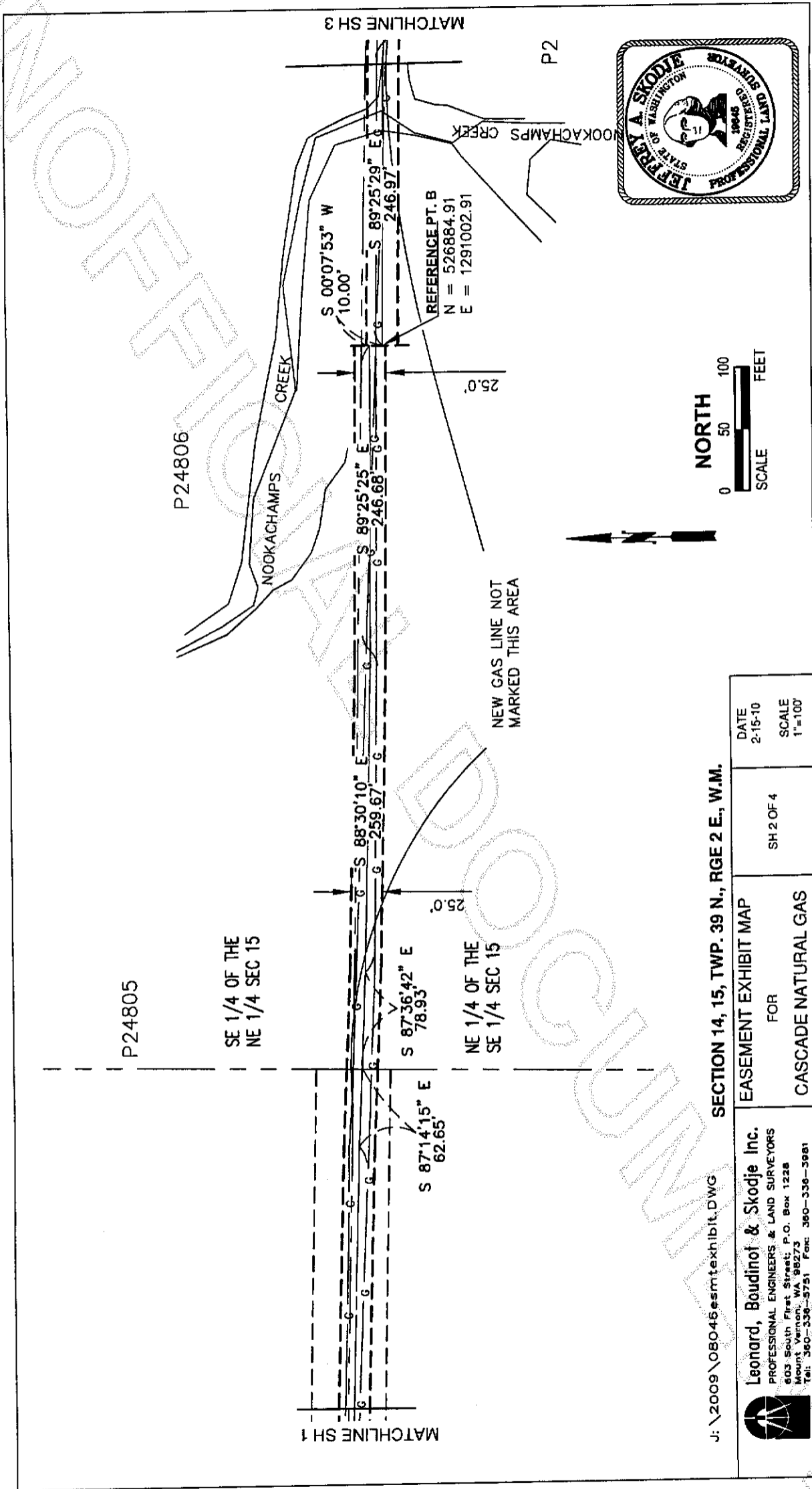
J:\2009\08046esm\exhibit.dwg

Leonard, Boudinot & Skodje Inc.
 PROFESSIONAL ENGINEERS & LAND SURVEYORS
 603 South First Street, P.O. Box 1228
 Mount Vernon, WA 98273
 Tel: 360-338-5751 Fax: 360-338-3981



Skagit County Auditor

UNOFFICIAL



SECTION 14, 15, TWP. 39 N., RGE 2 E., W.M.

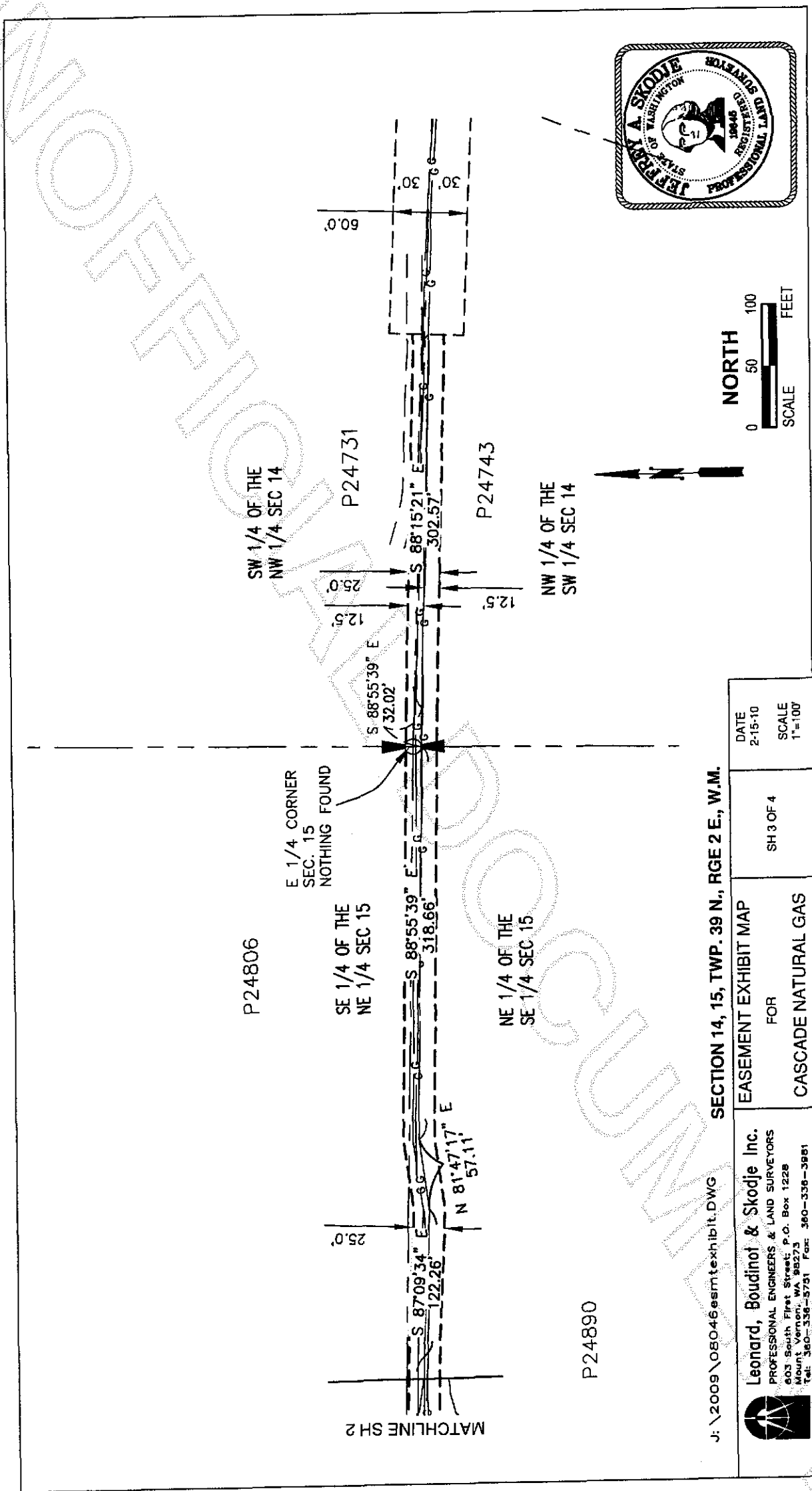
Leonard, Boudinot & Skodje Inc. PROFESSIONAL ENGINEERS & LAND SURVEYORS 603 South First Street, P.O. Box 1228 Mount Vernon, WA 98273 Tel: 360-336-3751 Fax: 360-336-3981	DATE 2-15-10
	SCALE 1"=100'
FOR CASCADE NATURAL GAS	SH 2 OF 4
EASEMENT EXHIBIT MAP	DATE 2-15-10

J: \2009\08046.esm\exhibit.DWG




201005120080
Skagit County Auditor

UNOFFICIAL



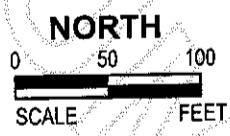
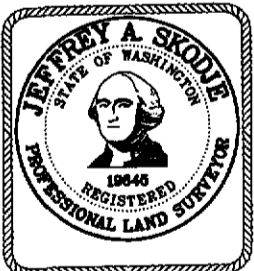
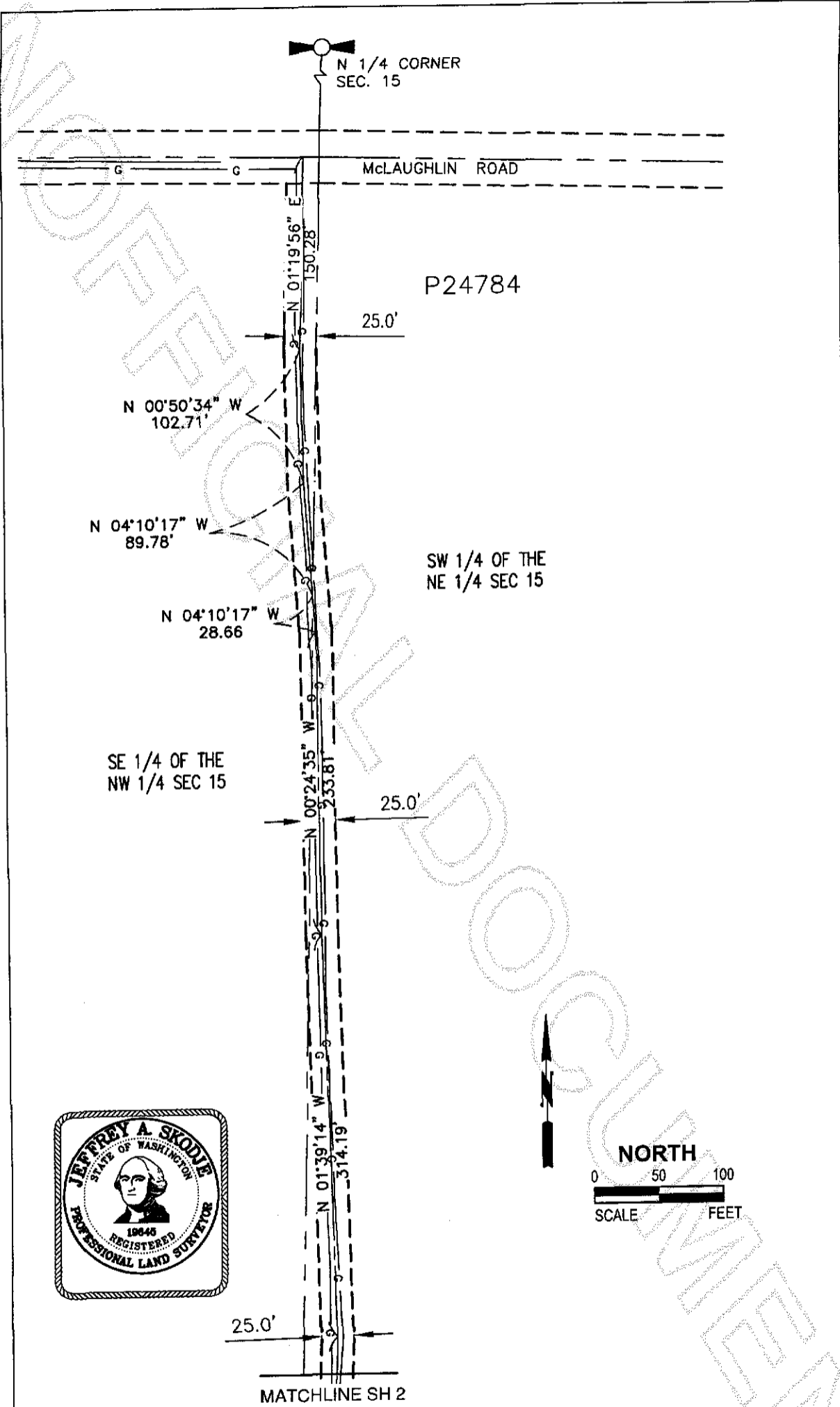
SECTION 14, 15, TWP. 39 N., RGE 2 E., W.M.

J: \2009\08046.esm\exhibit.DWG

 Leonard, Boudinot & Skodje Inc. PROFESSIONAL ENGINEERS & LAND SURVEYORS 403 South First Street, P.O. Box 1228 Mount Vernon, WA 98273 Tel: 360-338-5751 Fax: 360-338-3981	EASEMENT EXHIBIT MAP FOR CASCADE NATURAL GAS	SH 3 OF 4	DATE 2-15-10 SCALE 1"=100'
	E 1/4 CORNER SEC. 15 NOTHING FOUND		




201005120080
 Skagit County Auditor



J: \2009\08046esmtexhibit.DWG

SECTION 14, 15, TWP. 39 N., RGE 2 E., W.M.

 <p>Leonard, Boudinot & Skodje Inc. PROFESSIONAL ENGINEERS & LAND SURVEYORS 603 South First Street, P.O. Box 1226 Mount Vernon, WA 98273 Tel: 360-338-5751 Fax: 360-338-3981</p>	<p>EASEMENT EXHIBIT MAP FOR CASCADE NATURAL GAS</p>	<p>SH 4 OF 4</p>	<p>DATE 2-15-10 SCALE 1"=100'</p>
--	---	------------------	--



201005120080

Skagit County Auditor

SKAGIT ENVIRONMENTAL BANK PROJECT

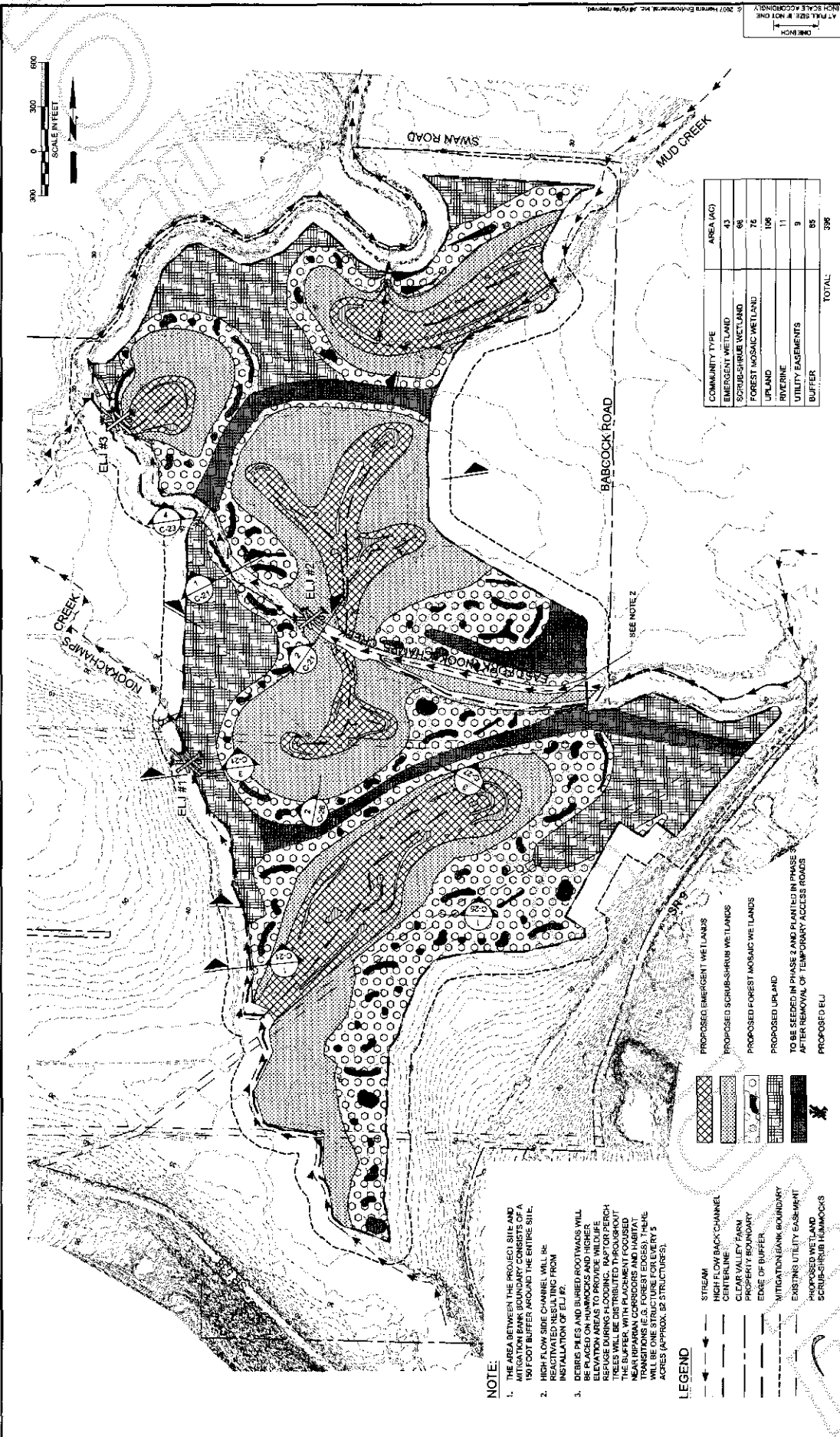
Drawings (3 Sheets)



201005120080

Skagit County Auditor

UNAPPROVED



COMMUNITY TYPE	AREA (AC)
EMERGENT WETLAND	43
SCRUBSHRUB WETLAND	66
FOREST MOSAIC WETLAND	76
UPLAND	106
RIVERINE	11
UTILITY EASEMENTS	9
BUFFER	85
TOTAL	396

NOTE:

1. THE AREA BETWEEN THE PROJECT SITE AND MITIGATION BANK BOUNDARY CONSISTS OF A 150 FOOT BUFFER AROUND THE ENTIRE SITE.
2. HIGH FLOW SIDE CHANNEL WILL BE INSTALLED TO DIVERT FLOW FROM INSTALLATION OF ELI.
3. PERCHES (E.G. BURIED BOOTWALKS) WILL BE PLACED ON HILLOCKS AND HIGHER ELEVATION AREAS TO PROVIDE WILDLIFE REFUGE DURING FLOODING. RAPTOR PERCHES WILL BE DISTRIBUTED THROUGHOUT THE SITE TO PROVIDE HABITAT NEAR RIPARIAN CORRIDORS AND HABITAT TRANSITIONS (E.G. FOREST EDGES). THERE WILL BE ONE STRUCTURE FOR EVERY 5 ACRES (APPROX. 82 STRUCTURES).

LEGEND

- STREAM
- HIGH FLOW BACK CHANNEL
- CENTERLINE
- CLEAR VALLEY FARM
- PROPERTY BOUNDARY
- EDGE OF BUFFER
- MITIGATION BANK BOUNDARY
- EXISTING UTILITY EASEMENT
- PROPOSED WETLAND
- SCRUBSHRUB HILLOCKS
- PROPOSED EMERGENT WETLANDS
- PROPOSED SCRUB-SHRUB WETLANDS
- PROPOSED FOREST MOSAIC WETLANDS
- PROPOSED UPLAND
- TO BE SEEDED IN PHASE 2 AND PLANTED IN PHASE 3 AFTER REMOVAL OF TEMPORARY ACCESS ROADS
- PROPOSED ELI

<p>DATE: FEBRUARY 2008 PROJECT #2: 04-02822-003 DRAWING NO.: C-19 SHEET NO.: 23 OF 46</p>	<p>SKAGIT ENVIRONMENTAL BANK PHASE 2</p> <p>PROPOSED PLANTING PLAN</p>	<p>DESIGNED BY: K. NIXON CHECKED BY: M. WENDEL SCALE: AS NOTED APPROVED BY: M. WENDEL</p>
<p>2200 South Avenue Seattle, Washington 98121-1820 206-441-8080 206-441-9108 FAX http://www.herrera.com</p>		
<p>REV. NO.</p>	<p>DATE</p>	<p>BY: (signature)</p>
6	MRM MS 2/08	
5	MRM MS 12/07	
4	MRM MS 9/07	
3	MRM MS 8/07	
2	MRM MS 8/06	
1	MRM MS 5/06	



201005120080
Skagit County Auditor

UNAPPROVED

PROPOSED PLANTING LIST

FORESTED WETLAND ZONES	SCIENTIFIC NAME	WETLAND INDICATOR STATUS
BLACK COTTONWOOD	POPULUS BALSAIFERA S.S.P. TRICHOCARPA	FAC
CASCARA	RHAMNUS PURSHIANA	FAC
PACIFIC WILLOW	SALIX LUCIDA	NI
RED ALDER	ALNUS RUBRA	FAC
SITKA SPRUCE	PICEA SITCHENSIS	FAC
WESTERN RED CEDAR	TAXUS PLICATA	FAC
BLACK TWIGDOG	LONCHOCERA ANTHOLUCRATA	FAC*
WOOD TONGUE	ROSA NUTKANNA	FAC
PACIFIC CRABAPPLE	MALUS FUSCA	FAC
PACIFIC HONEYSUCKLE	PHYTOCARPUS CAPITATUS	FAC
PACIFIC WILLOW	SALIX LUCIDA	FAC
RED-Osier DOGWOOD	CORNUS SERICEA	FAC
SALMONBERRY	RUBUS SPECTABILIS	FAC*
SWAMP ROSE	ROSA PRISCOCARPA	FAC
SCRUB-SHRUB WETLAND ZONES AND SCRUB-SHRUB HUMMOCKS		
BLACK TWIGDOG	LONCHOCERA ANTHOLUCRATA	FAC*
HOODERS WILLOW	ROSA NUTKANNA	FAC
WOOD TONGUE	ROSA NUTKANNA	FAC
PACIFIC CRABAPPLE	MALUS FUSCA	FAC
PACIFIC HONEYSUCKLE	PHYTOCARPUS CAPITATUS	FAC
PACIFIC WILLOW	SALIX LUCIDA	FAC
RED-Osier DOGWOOD	CORNUS SERICEA	FAC
SALMONBERRY	RUBUS SPECTABILIS	FAC*
SITKA WILLOW	SALIX SITCHENSIS	FAC
SWAMP ROSE	ROSA PRISCOCARPA	FAC
EMERGENT WETLAND ZONES		
BAL TIC RUSH	JUNCUS BALTICUS	FAC
COMMON SPREGRASS	ELEOCHARIS PALUSTRIS	ORL
DANGERLEAF RUSH	JUNCUS ENSIPOIDIS	FAC
DOUGLAS ASTER	ASTER SUBSPICATUS	FAC
HIND-STEM BURRUSH	SCIRPUS ACUTUS	ORL
SHORT-LEAF FOXTAIL	ALOPECURUS ACDUALIS	ORL
SMILESTEM BUR-REED	SPARGANIUM EMERSUM	ORL
SLOUGH SEDGE	CAREX OBNUPA	ORL
SMALL-FRUITED BULRUSH	SCIRPUS MICROCARPUS	ORL
THREE-SQUARE BULRUSH	SCIRPUS AMERICANUS	ORL
TUFTED HIRCGRASS	DESCHAMPSIA CESPITOSA	FAC
WAPATO	SAGITTARIA LATIFOLIA	ORL
UPLAND ZONES		
BEAMED HAZELNUT	CORYLUS CORNUTA	FAC
BIG LEAF MAPLE	ACER MACROPHYLLUM	FAC
BITTER CHERRY	PRUNUS EMARGINATA	FAC
BLACK COTTONWOOD	POPULUS TRICHOCARPA	FAC
BLACK HAWTHORN	CRATAEGUS DOUGLASSI	FAC
DOUGLAS FIR	PSEUDOTSUGA MUEZESII	FAC
RED ELDERBERRY	SAMBUCUS RACEMOSA	FAC
RED HUCKLEBERRY	VACCINIUM PARVICULUM	NI (FAC)
SNOWBERRY	SYMPHORICARPOS ALPIS	FAC
WESTERN HEALDLOCK	TSUGA HETEROPHYLLA	FAC
UPLAND HUMMOCKS		
BLACK COTTONWOOD	POPULUS TRICHOCARPA	FAC
BLACK HAWTHORN	CRATAEGUS DOUGLASSI	FAC
DOUGLAS FIR	PSEUDOTSUGA MUEZESII	FAC
WOOD TONGUE	ROSA NUTKANNA	FAC
SNOWBERRY	SYMPHORICARPOS ALPIS	FAC

GENERAL NOTES:

1. THE PLANT LIST IS SUGGESTED AND MAY BE CHANGED BASED ON LOCAL AVAILABILITY.
2. ALL PLANTS, EXCEPT AS NOTED, SHALL BE IN SUFFICIENT QUANTITY TO PROVIDE A MINIMUM OF ONE YEAR OF PROTECTION FROM EROSION. PLANTING SHALL BE IN ACCORDANCE WITH THE WASHINGTON STATE COMMERCIAL NURSERY REGULATIONS. PLANTING MATERIALS SHALL BE OBTAINED FROM A COMMERCIAL NURSERY THAT SPECIALIZES IN NATIVE PLANTS. PLANTING MATERIALS ARE SUBJECT TO APPROVAL BY THE ENGINEER.
3. PLANTS SHALL BE RANDOMLY MIXED THROUGHOUT EACH PLANTING ZONE. LAYOUT OF ALL PLANT MATERIAL AND SEEDING TO BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. USE PLAN FOR QUANTITIES - FINAL LOCATIONS OF PLANTS SUBJECT TO CHANGE.
4. ALL SHRUBS AND TREE PLANTINGS, INCLUDING CONIFERS, SHALL OCCUR DURING THE DORMANT SEASON (NOVEMBER THROUGH FEBRUARY).
5. CONIFER PLANTING WITHIN WETLAND, UPLAND, AND BUFFER AREAS SHALL ALL BE PLANTED IN PHASE II, EXCEPT IN AREAS IDENTIFIED ON C-16. THESE AREAS WILL BE PLANTED IN PHASE III.

BUFFER PLANTING NOTES:

1. THE BANK BUFFER WILL BE PLANTED WITH A VARIETY OF UPLAND AND WETLAND SPECIES TO CREATE A BUFFER TO EROSION. PLANTING MATERIALS SHALL BE OBTAINED FROM A COMMERCIAL NURSERY THAT SPECIALIZES IN NATIVE PLANTS. PLANTING MATERIALS ARE SUBJECT TO APPROVAL BY THE ENGINEER. THE BANK BUFFER PLANTING PROJECT'S GROUNDWATER HYDROLOGY WILL BE REASSESSED AFTER PHASE I ACTIVITIES AND THE PLANTING PLAN WILL BE REVISED ACCORDINGLY.
2. THE BUFFER PLAN IS SHOWN ON C-20 AND HABITAT TYPES CORRESPOND TO THOSE IN THE PROPOSED PLANTING PLAN ON C-15.
3. CONIFER SPECIES WILL BE PLANTED IN YEAR TWO FOLLOWING ESTABLISHMENT OF EARLIER SUCCESSIONAL SPECIES.
4. IN AREAS EXHIBITING TRANSITIONAL ENVIRONMENTAL CONDITIONS, SPECIES WILL BE PLANTED ACCORDING TO HYDROLOGIC PREFERENCE.

201005120080
Skagit County Auditor

5/12/2010 Page 19 of 19 3:59PM

2008 HERRERA ENVIRONMENTAL CONSULTANTS
2008 South Avenue
Seattle, Washington
206-441-9080
206-441-9108 FAX
http://www.herreraenv.com

HERRERA
ENVIRONMENTAL
CONSULTANTS

NO.	REVISION	BY	APPROV.	DATE
6	REVISION NO. 6	MRM	MS	2/28
5	REVISION NO. 5	MRM	MS	12/07
4	REVISION NO. 4	MRM	MS	8/07
3	REVISION NO. 3	MRM	MS	8/07
2	REVISION NO. 2	MRM	MS	8/08
1	REVISION NO. 1	MRM	MS	5/06

DESIGNED: M. SPILLANE
CHECKED: M. SPILLANE
SCALE: AS NOTED

DRAWN: L. THOMPSON
DATE: 01-02-2008

PROJECT: SKAGIT ENVIRONMENTAL BANK
SHEET NO: C-24 OF 40

DATE: FEBRUARY 2008



201005120080
Skagit County Auditor