

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Emily Derenne
1800 Continental Place
Mount Vernon, Washington 98273



201111280071

Skagit County Auditor

11/28/2011 Page

1 of 11 9:19AM

DOCUMENT TITLE: **TEMPORARY EASEMENT**

SKAGIT COUNTY
Contract # C20110520
Page 1 of 11

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Alger Improvement Club**, a Washington non-profit corporation.

GRANTEE(S): **Skagit County**, a political subdivision of the State of Washington.

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within a portion of INCLUDING MANUFACTURED HOME 1970 SKYLINE 56X12 THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SOUTH OF THE CENTERLINE OF SILVER CREEK AND EAST OF A LINE PARALLEL TO AND 25 FEET EAST OF THE CENTERLINE OF THE OLD F & S RAILWAY AND NORTH OF A LINE PARALLEL TO AND 15 FEET SOUTHERLY OF THE CENTERLINE OF BLOEDEL DONOVAN LUMBER MILLS RIGHT-OF-WAY ALSO OLD BLOEDEL DONOVAN LUMBER MILLS RIGHT-OF-WAY 70 FEET WIDE WEST OF COUNTY ROAD IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER

ASSESSOR'S TAX / PARCEL NUMBER(S): **P49021** (Xref ID: 360407-0-017-0008)

TEMPORARY EASEMENT

(For riparian restoration work under the Natural Resource Stewardship Program project)

The undersigned, **Alger Improvement Club**, a Washington non-profit corporation (herein "Grantor" or "Landowner"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Skagit County**, a political subdivision of the State of Washington (herein "Grantee" or "County"), a temporary, non-exclusive easement ("Temporary Easement"), as provided herein. Landowner and County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Temporary Easement are further provided as follows:

1. Nature and Location of Easement. The Temporary Easement hereby granted by Landowner herein shall be a temporary easement to allow the County, the County's agents, employees, and contractors over, upon, across, through, a portion of real property located within and upon Landowner's Property, such Temporary Easement as legally described on *Exhibit "A"* and as further described and depicted on *Exhibit "B"*, attached hereto and incorporated herein by this reference, for the purpose of providing a temporary easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for construction of the riparian restoration work, including any livestock fencing, under the Skagit County Natural Resource Stewardship Program (NRSP) as described in *Exhibit "C"*, attached hereto and incorporated by reference (herein referred to as the "Project"). A legal

description for the Landowner's Property is attached hereto as *Exhibit "D"*, and is hereby incorporated by reference.

1.1 The County, through its Department of Public Works (Natural Resources Division), will perform the Project as described in *Exhibit "C"* under its Natural Resources Stewardship Program (NRSP) for the improvement and enhancement of water quality and fish habitat in Skagit County streams.

1.2 Landowner represents and warrants to the County that the Landowner is the legal owner(s) of the property described in *Exhibit "D"* (the "Landowner's Property"), and further represent and warrants to the County that there are no outstanding rights which interfere with this Temporary Easement agreement. The Landowner also acknowledges that a change in property ownership will not change the encumbrance of the Landowner's Property created by the terms of this Temporary Easement, and the Landowner agrees to inform any future owner of Landowner's Property of this Temporary Easement prior to sale or transfer of the Landowner's Property during the term of this Temporary Easement (as the terms of this Temporary Easement shall be binding on any subsequent owner[s] of the Landowner's Property for the duration of this Temporary Easement). The Landowner agrees to notify the County, within thirty (30) days of transfer, of changes in ownership during the term of this Temporary Easement.

1.3 Landowner agrees to inform the County (and the County's agents, employees, and contractors) of all known safety hazards on Landowner's Property prior to the commencement of the activities described in *Exhibit "C"*.

1.4 Landowner recognizes and agrees that County's agents may include, but are not limited to, Skagit Fisheries Enhancement Group and the Washington State Department of Ecology (only for the purposes of viewing, confirming project progress, and continued vegetation preservation during the term of this Temporary Easement).

1.5 Except as provided to the contrary by the terms of this Temporary Easement, the Landowner retains the right to control trespass on Landowner's Property, and Landowner shall retain all responsibility for taxes, assessments, and for any claims for damages to Landowner's Property.

1.6 Landowner recognizes and agrees that participation in the County's Natural Resource Stewardship Program does not eliminate or abrogate any jurisdictional authority, code requirements, or obligations required by any government entity including Skagit County.

2. Use of Easement. The County, County's employees, agents, and contractors shall have the right, with one (1) week notice, (or with such other notice as may be otherwise mutually agreed in writing by and between the parties), and during daytime hours, Monday through Saturday (unless otherwise arranged between the parties), to enter upon the Landowner's Property within the area of the Temporary Easement (as described and depicted in *Exhibit "A"*), for the purpose of constructing and implementing the Project (described at *Exhibit "C"*) within the area of the Temporary Easement. Landowner shall not have the right to exclude the County, County's employees, agents, and/or contractors from the area of the Temporary Easement.

2.1 **Project Components.** This temporary easement includes the following components, as described in *Exhibit "C"*: (1) initial site work, (2) monitoring and maintenance, and (3) project preservation.

2.1.1 **Initial Site Work.** The initial site work includes removal of invasive vegetation and replanting with native vegetation described in *Exhibit "C"*. Initial site work will be conducted within one (1) year of mutual execution of this agreement.

2.1.2 **Monitoring and Maintenance.** A Restoration and Maintenance Plan (Plan) has been developed for the Project and is included as *Exhibit "C"*. In accordance with the Plan, Skagit County shall provide maintenance of vegetation for three (3) years after planting. The Landowner shall be responsible for plant preservation following this three (3) year period.



2.1.3 **Project Preservation.** Landowner agrees to preserve the Project in the same condition as exists at the time of Project completion and agrees to refrain from cutting, damaging, or otherwise harming any of the vegetation planted as part of the Project or in any way intentionally compromising the integrity of the Project for a period of ten (10) years from the date of mutual execution of this Temporary Easement agreement. Repair and maintenance of the fence is the sole responsibility of the Landowner, and except as provided in Section 2.1.2, the Landowner shall be responsible for all riparian restoration preservation required as part of the Project. Landowner may be required to reimburse the County for Project costs funded by the County in the event that the Landowner does not preserve the Project in accordance with the terms of this Temporary Easement.

2.2 The Landowner acknowledges that Landowner is voluntarily participating in the County's NRSP for riparian restoration (as described in Exhibit "C") that is the subject of this Temporary Easement and is permitting the Landowner's property to be used for such purposes pursuant to the terms of this Temporary Easement. The Landowner agrees that the Project (which consists of native vegetation planting and installation of fencing), when completed, will not now or in the future result in damages to the Landowner's Property, and that the County is not liable for any impacts to Landowner's Property resulting from the Project. The terms of this Section 2.2 shall survive the termination or expiration of this Temporary Easement.

2.3 The County agrees to be responsible for any damage arising from negligent acts of its employees, agents, or representatives on Landowner's Property in exercise of County's rights herein granted by this Temporary Easement. The County assumes no liability for any alleged damage to Landowner's Property resulting from this Temporary Easement, or from any source other than as may be expressly set forth herein.

3. Termination of Temporary Easement. The Project shall be considered complete following the completion of the activities described in Exhibit "C", including project maintenance activities. This Temporary Easement shall otherwise expire by its own terms ten (10) years from the date of mutual execution.

4. Governing Law; Venue. This Temporary Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the terms of this Temporary Easement shall be in Skagit County, State of Washington.

5. Entire Agreement. This Temporary Easement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. This Temporary Easement may not be modified or supplemented in any manner or form whatsoever, either by course of dealing or by parol or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the parties. Waiver or breach of any term or condition of this Temporary Easement shall not be considered a waiver of any prior or subsequent breach.

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 28 2011

Amount Paid \$
Skagit Co. Treasurer
By *MF* Deputy



201111280071
Skagit County Auditor

GRANTOR:

Alger Improvement Club, a Washington non-profit corporation:

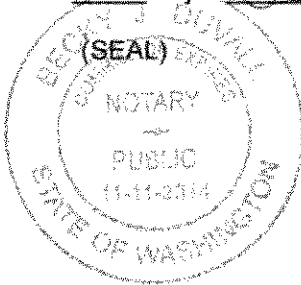
By: Donna Spencer
Donna Spencer, President

DATED this 27 day of October, 2011.

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Donna Spencer, as President of the Alger Improvement Club, a Washington non-profit corporation is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is duly authorized to execute the forgoing instrument, and on oath stated that he executed the forgoing instrument as his free and voluntary act for the uses and purposes herein mentioned.

DATED this 27th day of October, 2011.



Becky J. Duvall
Notary Public
Print name: Becky J. Duvall
Residing at: 201 E Fairhaven, Burlington
My commission expires: 11-11-2014



DATED this 21 day of November, 2011.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen
Ron Wesen, Chairman

ABSENT

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon
Sharon D. Dillon, Commissioner

Attest:

Linda Hammer
Clerk of the Board

Authorization per Resolution R20050224

Recommended:

Henry Hoff
Department Head

County Administrator

Approved as to form:

[Signature] 11/21/11
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Becie Kadmas 11/16/2011
Risk Manager

Approved as to budget:

Linda Yague
Budget & Finance Director



201111280071
Skagit County Auditor

STATE OF WASHINGTON
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahstedt and/or Sharon D. Dillon is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 21 day of November, 2011.

(SEAL)

Linda Hammons
Notary Public
Print name: Linda Hammons
Residing at: Skagit County, WA
My commission expires: 10-1-2015

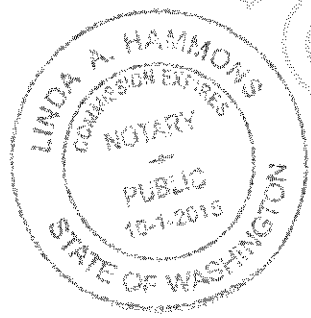


EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

TEMPORARY EASEMENT COMMENCES AT THE SOUTHWESTERN MOST CORNER OF SKAGIT COUNTY TAX PARCEL P49021, MORE PARTICULARLY DESCRIBED AS INCLUDING MANUFACTURED HOME 1970 SKYLINE 56X12 THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SOUTH OF THE CENTERLINE OF SILVER CREEK AND EAST OF A LINE PARALLEL TO AND 25 FEET EAST OF THE CENTERLINE OF THE OLD F & S RAILWAY AND NORTH OF A LINE PARALLEL TO AND 15 FEET SOUTHERLY OF THE CENTERLINE OF BLOEDEL DONOVAN LUMBER MILLS RIGHT-OF-WAY ALSO OLD BLOEDEL DONOVAN LUMBER MILLS RIGHT-OF-WAY 70 FEET WIDE WEST OF COUNTY ROAD IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER W.M.; THENCE 190 FEET ALONG THE EXISTING ROAD AND SOUTHERN PROPERTY BOUNDARY; THENCE NORTHERLY 150 FEET TO A POINT 35 FEET FROM THE ORDINARY HIGH WATER MARK OF SILVER CREEK; THENCE EASTERLY ALONG SILVER CREEK MAINTAINING A MINIMUM OF 35 FEET FROM THE ORDINARY HIGH WATER MARK TO A POINT 215 FEET SOUTHWEST OF THE SILVER CREEK ROAD CROSSING ON OLD HIGHWAY 99; THENCE NORTH TO THE LEFT BANK OF THE SILVER; THENCE ALONG THE LEFT BANK OF SILVER CREEK TO THE WESTERN MOST PROPERTY LINE; THENCE RETURNING TO THE TRUE POINT OF BEGINNING.



EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This easement includes the area required for removal of invasive vegetation including Blackberries and replanting with native vegetation. This will include some underplanting below the existing vegetation.

Parcel Number: P49021
Address: 1884 Friday Creek Road
Burlington, WA 98233
Situate in the County of Skagit, State of Washington



EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN
SCOPE OF WORK

The project is designed to improve riparian and instream habitat along Silver Creek on the property owned by the Alger Improvement Club (AIC). Blackberry and other invasive weeds will be removed from the riparian area and replaced with native trees and shrubs. AIC will flag property boundaries adjacent to the creek prior to initiating work.

GIS mapping indicates that the project area will cover approximately 0.9 acres of riparian zone with an average width of 50-feet (Figure 1). The planting area will consist of two sections. The eastern portion of the riparian zone will have a minimum width of 35-feet from the stream bank, or will extend to the edge of the existing blackberries (edge of lawn), whichever is greater. The planting area will be extended to approximately 180-feet on the western side of the property.

The area will be mowed by Skagit County Public Works in the fall of 2011 to initiate site preparation. Following mowing SFEG's 6-man Washington Conservation Corps Crew will spend 2 days hand grubbing the underplanting area (highlighted in red on Figure 1). SFEG will also encourage Alger Community members to participate in site preparation, and will work with the AIC to organize a weekend work party to accomplish this. The larger, unforested area (highlighted in yellow on Figure 1) will be mowed in fall of 2011 and again in the summer of 2012, then treated with herbicide.

Dominant vegetation within the site currently consists of a mature deciduous forest composed primarily of red alder bitter cherry and big-leaf maple. Areas that currently support trees will be underplanted with conifers and native shrubs to achieve a density of approximately 435 plants per acre. The area along the stream will be planted in the spring of 2012 as part of a volunteer work party organized by SFEG. The larger open area will be planted in the fall of 2012 during a second work party. SFEG will organize the work parties and provide tools. AIC will help recruit volunteers.

Plants will consist of a mixture of conifers and native shrubs. Approximately 350 plants in 1-2 gallon pots will be installed total, including species listed Table 1. At least 50% of those plants will be conifers. The area along the margin of the lawn will be planted with a row of native rose and snowberry.

Table 1: Plant list

Western red cedar	Bigleaf maple	Twinberry	Mock orange
Western hemlock	Oregon Ash	Red-twig dogwood	Red elderberry
Sitka spruce	Cascara	Pacific ninebark	Nootka rose
Douglas-fir	Hazelnut	Indian Plum	Snowberry

Site maintenance by SFEG will continue through 2015. Maintenance will consist of weedeating around plants, and hand spraying herbicide to control knotweed and other invasives. Landowners will be notified at least 48 hours prior to any construction or maintenance activities. After 2015 SFEG will work with AIC to organize and host annual volunteer work parties to maintain the plantings. Protective tubes will be removed prior to project completion.



Alger Improvement Club

Habitat Restoration Plan



Figure 1. Alger Community Improvement Club site plan.



EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

INCLUDING MANUFACTURED HOME 1970 SKYLINE 56X12 THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SOUTH OF THE CENTERLINE OF SILVER CREEK AND EAST OF A LINE PARALLEL TO AND 25 FEET EAST OF THE CENTERLINE OF THE OLD F & S RAILWAY AND NORTH OF A LINE PARALLEL TO AND 15 FEET SOUTHERLY OF THE CENTERLINE OF BLOEDEL DONOVAN LUMBER MILLS RIGHT-OF-WAY ALSO OLD BLOEDEL DONOVAN LUMBER MILLS RIGHT-OF-WAY 70 FEET WIDE WEST OF COUNTY ROAD IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER.

Situate in the County of Skagit, State of Washington.

