



Recording Requested By And
When Recorded Mail To:

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

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

JUN 25 2014

DOCUMENT TITLE: **TEMPORARY EASEMENT** Amount Paid \$
REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable* Skagit Co. Treasurer
By *Mam* Deputy

GRANTOR(S): **Dawn Harju**, a single woman.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within a portion of LOTS 2 AND 3, BLOCK 1, PLAT OF ALGER, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY WASHINGTON.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P70362 and P131147** (Xref ID: 4042-001-003-0007 and 4042-001-003-1007)

TEMPORARY EASEMENT

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

The undersigned, **Dawn Harju**, a single woman (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 the installation of woody debris, 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 warrant 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 site preparation, riparian planting, and the installation of large woody debris for the purposes of bank stabilization as 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, not to include active maintenance 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. 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 he/she/they are 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, 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.



DATED this 28 day of May, 2014.

GRANTOR:

Dawn Harju
Dawn Harju

STATE OF WASHINGTON

ssi

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Dawn Harju, a single woman, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they executed the forgoing instrument as his/her/their free and voluntary act for the uses and purposes herein mentioned.

DATED this 28th day of May, 2014



Jeri Hagin
Notary Public
Print name: Jeri Hagin
Residing at Bellingham Wa
My commission expires 7-16-15



GRANTEE:
DATED this 23 day of June, 2014

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen
Ron Wesen, Chair

Kenneth A. Dahstedt
Kenneth A. Dahstedt, Commissioner

Sharon D. Dillon
Sharon D. Dillon, Commissioner

Attest:

Amber Kilgore
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended [Signature]
Department Head

County Administrator

Approved as to form
[Signature] 6/6/14
Civil Deputy Prosecuting Attorney

Approved as to indemnification:
[Signature] 6/12/14
Risk Manager

Approved as to budget:
Luisa Jagne
Budget & Finance Director

UNOFFICIAL DOCUMENT



STATE OF WASHINGTON

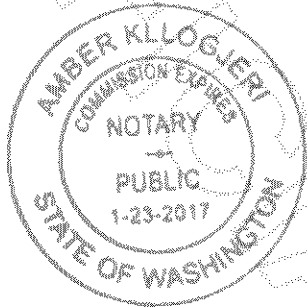
COUNTY OF SKAGIT

} ss

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahistedt, and 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 23 day of June, 2014.

(SEAL)



Amber Kllogjeri
Notary Public
Print name: Amber Kllogjeri
Residing at: Mount Vernon
My commission expires: 1-23-2017

ALL DOCUMENTS



EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

THE TEMPORARY EASEMENT COMMENCES AT THE NORTHWESTERN PROPERTY CORNER OF SKAGIT COUNTY TAX PARCEL P70362 MORE PARTICULARLY DESCRIBED AS LOTS 2 AND 3, BLOCK 1, "PLAT OF ALGER, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTHEASTERLY ALONG THE WESTERN PROPERTY LINE 100 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE ALONG THE WESTERN PROPERTY LINE TO THE ORDINARY HIGH WATER MARK (OHWM) OF THE NORTHERN BANK OF SILVER CREEK; THENCE ALONG THE OHWM OF THE NORTHERN BANK OF SILVER CREEK TO THE EASTERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P131147 MORE PARTICULARLY DESCRIBED AS LOT 4, INCLUSIVE, BLOCK 1, "PLAT OF ALGER, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTHERLY ALONG THE EASTERN PROPERTY LINE 50 FEET; THENCE WESTERLY 135 FEET MAINTAINING 35 FEET FROM THE OHWM OF THE NORTHERN BANK OF SILVER CREEK; THENCE WESTERLY **RETURNING TO THE TRUE POINT OF BEGINNING**.



EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This easement includes the shaded area required for installation of bank stabilizing large woody debris, installation of riparian vegetation and maintenance of non-native species.

Parcel Number: P70362 and P131147
Address: 1780 Lake Samish Road
Bellingham, WA 98229
Situate in the County of Skagit, State of Washington



201406250004

EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN
SCOPE OF WORK

The project is designed to improve riparian and instream habitat along Silver Creek, a tributary to Friday Creek in the Samish watershed. There are three components to this project: in-stream large woody debris placement, invasive species control, and native plant installation. In-stream work will be performed by Skagit County in July. Work will occur during the summer months when impacts to fish are limited.

Planting and invasive weed management will be conducted by the Skagit Fisheries Enhancement Group (SFEG). SFEG will plant and maintain a minimum 35-foot wide riparian buffer along Silver Creek behind the house extending to 70 feet along the western fence (0.3 acres). While most of the planting area is weed-free, there are spots where blackberries have become established. We will mechanically cut blackberries down in July and then return about a month later and spray them with herbicide. SFEG typically uses a 5% glyphosate mixture to treat blackberries. Herbicide is applied from a backpack sprayer under the direct supervision of a licensed operator.

SFEG will plant native trees and shrubs along the riparian corridor in the area outlined on the map. An access route to the creek and a buffer of 6 feet along the western fence line will not be planted to allow mowing. Additionally, two viewing corridors will be left in site-selected spots determined with the landowner in the field. Potted plants will be installed in the late fall of 2014, before December. Plants will be spaced about 6-feet apart on the upland grassy areas and protected with miracle tubes to protect against predation from voles. Plants chosen are a mix of conifers hardwoods and shrubs. On the gravel bar willow whips will be stuck into the gravel spaced about 3-feet apart. No protectors will be used for willow whips since vole habitat is limited on an exposed gravel bar and the likelihood that protectors could be washed away during floods is higher.

Follow up treatment of blackberries will be performed in 2015, 2016 and 2017 to ensure that blackberries do not re-infest the area. The maintenance performed in July will consist of mechanically mowing down blackberries in preparation for August spraying and mowing the grass around each plant to limit competition and provide best chance at survival for seedlings.

SFEG will monitor plant survival each summer. If survival falls below 80% of the originally installed plants we will replace dead plants during the planting season of 2016 (winter). Prior to project completion, SFEG will remove plastic tree protectors.

SFEG will notify the landowner at least one-week prior to any work being done on the site.



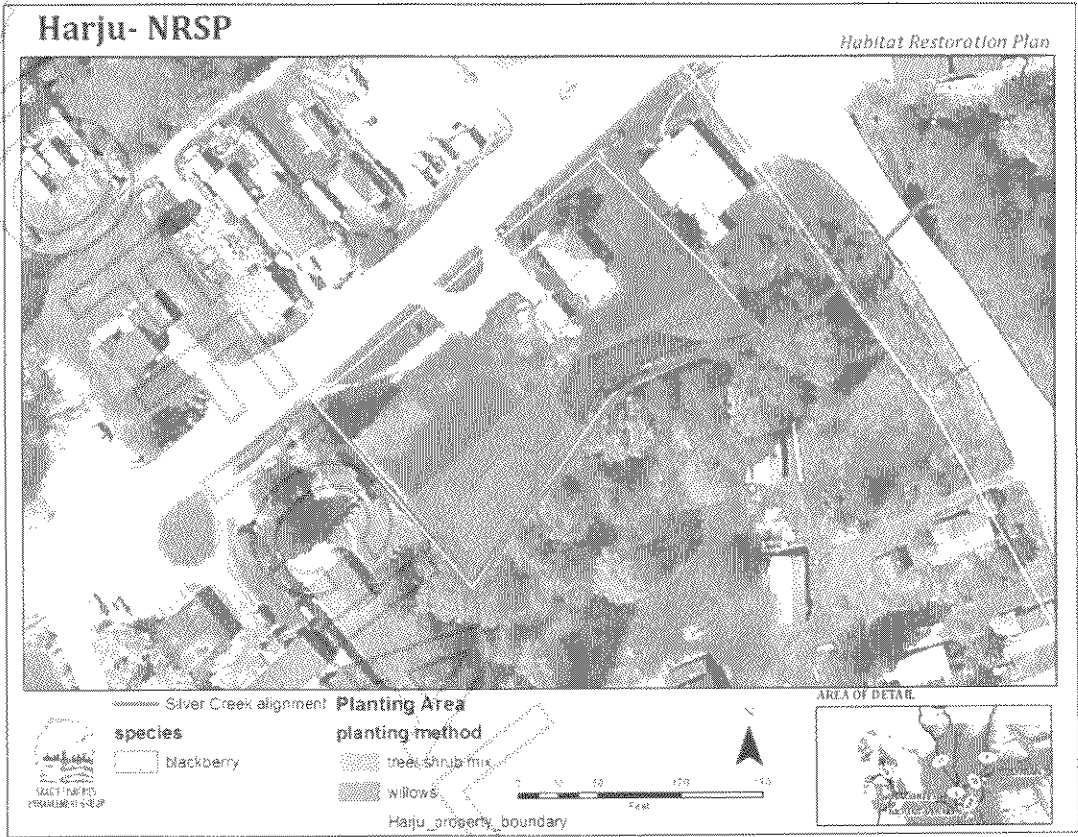


Figure 1. Planting plan



EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

P70632

Lots 2 and 3, Block 1, "PLAT OF ALGER, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 4 of Plats, page 9, records of Skagit County, Washington.

*inclusive

P131147

Lot 4, inclusive, Block 1, "PLAT OF ALGER, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 4 of Plats, page 9, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



201406250004

Skagit County Auditor

6/25/2014 Page

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