

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Recording Requested By And
When Recorded Mail To:

EASEMENT
AUG 03 2015

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

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



Skagit County Auditor
8/4/2015 Page

\$81.00
1 of 10 4:14PM

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **James E. Turner and June A. Jaeger**, husband and wife.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within PTN OF NE1/4 AKA PORTION OF PARCEL 1 DEFINED AS FOLLOWS: THAT PORTION OF THE NE1/4 NE1/4 OF SEC 24, TWP 36, RNG 3 AND THAT PORTION OF GOVERNMENT LOT 1 OF SEC 19, TWP 36, RNG 4 DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4 NE1/4 OF SAID SEC 24; THENCE NORTH 88-29-52 WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 1248.14 FEET; THENCE NORTH 24-28-14 EAST A DISTANCE OF 887.24 FEET; THENCE SOUTH 88-27-07 EAST PARALLEL WITH THE NORTH LINE OF SAID SEC 24 A DISTANCE 943.79 FEET; THENCE SOUTH 11-14-01 WEST A DISTANCE OF 484.14 FEET; THENCE SOUTH 05-13-21 EAST A DISTANCE OF 341.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; EXCEPT THAT PORTION OF GOVERNMENT LOT 1 ALSO KNOWN AS A PORTION OF PARCEL 1 DEFINED AS FOLLOWS; COMMENCING AT THE NW CORNER OF SAID GOVERNMENT LOT 1; THENCE SOUTH 00-10-49 EAST ALONG THE WEST LINE THEREOF 494.38 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00-10-49 EAST ALONG SAID WEST LINE 327.95 FEET; THENCE NORTH 11-14-01 EAST 332.54 FEET; THENCE NORTH 88-27-07 WEST 65.84 FEET TO THE POINT OF BEGINNING

ASSESSOR'S TAX / PARCEL NUMBER(S): **P48141** (Xref ID: 360324-1-001-0004)

TEMPORARY EASEMENT

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

The undersigned, **James E. Turner and June A. Jaeger**, as husband and wife (herein "Grantors" or "Landowners"), 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. Landowners 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 Landowners 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 livestock exclusion 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 Landowners represent and warrant to the County that the Landowners are the legal owners of the property described in *Exhibit "D"* (the "Landowner's Property"), and further represents and warrants to the County that there are no outstanding rights which interfere with this Temporary Easement agreement. The Landowners also acknowledge 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 Landowners agree 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 Landowners agree 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 Except as provided to the contrary by the terms of this Temporary Easement, the Landowners retain the right to control trespass on Landowner's Property, and Landowners shall retain all responsibility for taxes, assessments, and for any claims for damages to Landowner's Property.

1.5 Landowners recognize and agree 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. Landowners 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, removal of invasive vegetation, riparian planting, and installation of livestock exclusion fencing, 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 Landowners shall be responsible for plant preservation, not to include active maintenance, following this three (3) year period.

2.1.3 Project Preservation. Landowners agree 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 Landowners shall be responsible for all riparian restoration preservation required as part of the Project. Landowners may be required to reimburse the County for Project costs funded by the County in the event that the Landowners does not preserve the Project in accordance with the terms of this Temporary Easement.

2.2 The Landowners acknowledge that Landowners 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 Landowners agree 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 7TH day of July, 2015.

GRANTOR:

James E. Turner
James E. Turner

DATED this 7TH day of July, 2015.

GRANTOR:

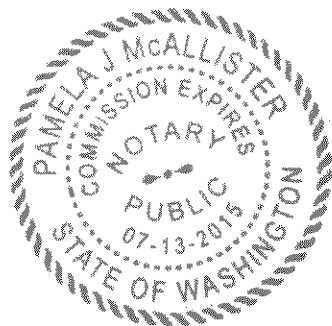
June A. Jaeger
June A. Jaeger

STATE OF WASHINGTON
WHATCOM }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **James E. Turner** and **June A. Jaeger**, as husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 7 day of July, 2015.

(SEAL)



Pamela J. McAllister
Notary Public
Print name: Pamela J. McAllister
Residing at: Bellingham WA
My commission expires: 07-13-2015

GRANTEE:
DATED this 30 day of July, 2015.

~~BOARD OF COUNTY
COMMISSIONERS
SKAGIT COUNTY, WASHINGTON~~

~~_____
Kenneth A. Dahlsstedt, Chair~~

~~_____
Lisa Janicki, Commissioner~~

~~_____
Ron Wesen, Commissioner~~

Attest:

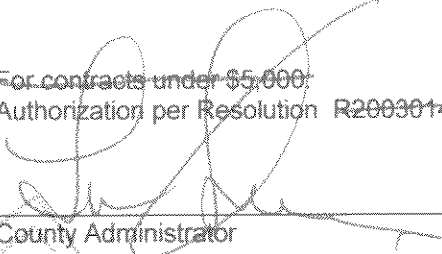
Clerk of the Board

~~For contracts under \$5,000:
Authorization per Resolution R20030148 - R2-050234~~

Recommended:



Department Head



County Administrator

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

THE TEMPORARY EASEMENT BEGINS AT THE SOUTHWESTERN CORNER OF SKAGIT COUNTY TAX PARCEL P48141; THENCE EASTERLY 50 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTHWESTERLY 475 FEET TO A POINT 35 FEET EASTERLY FROM THE WESTERN PROPERTY LINE AND ADJACENT TO THE WESTERN ORDINARY HIGH WATER MARK (OHWM) OF COLONY CREEK; THENCE NORTHEASTERLY 390 FEET TO A POINT 240 FEET EAST OF THE WESTERN PROPERTY LINE; THENCE SOUTHEASTERLY 65 FEET; THENCE SOUTHWESTERLY 260 FEET TO A POINT 160 FEET FROM THE WESTERN PROPERTY LINE; THENCE 155 FEET SOUTHERLY TO A POINT 200 FEET FROM THE WESTERN PROPERTY LINE; THENCE 230 FEET SOUTHWESTERLY TO A POINT 130 FEET FROM THE WESTERN PROPERTY LINE; THENCE 115 FEET SOUTH TO A POINT ADJACENT WITH THE SOUTHERN PROPERTY LINE; THENCE WESTERLY ALONG THE SOUTHERN PROPERTY LINE 85 FEET, **RETURNING TO THE TRUE POINT OF BEGINNING.**

Situate in Skagit County, State of Washington.

EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This temporary easement includes the above-depicted shaded area required for removal of non-native plants and installation of riparian vegetation and livestock exclusion fencing.

Parcel Number: P48141

Address: 18007 Fox Hollow Lane
Bow, WA 98232

Situate in the County of Skagit, State of Washington

EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

Overview

Colony Creek is a large tributary that flows into Puget Sound north of the Samish River. It is home to multiple species of salmonids, including Chinook, Coho, Chum and Steelhead. The project area is about 1.5 acres. The overall goal is to remove invasive plant species located at the site, install native plants in the cleared areas, and build a livestock exclusion fence to keep cattle out of the stream (Figure 1).

Fencing

Skagit Fisheries Enhancement Group (SFEG) will build an 800-foot section of fence to exclude the cattle from Colony Creek. This fence will be constructed according to NRCS standards (Figures 2 and 3), consisting of 4 strands of barbed wire, one top strand of smooth wire, three gates including one 8-foot 'equipment' gate and two 4-foot 'pedestrian' gates, and all the necessary support braces including wooden posts and t-posts and hardware. T-posts shall be equally spaced 10-20' apart, depending on distance between wooden posts. Support h-braces shall be installed on the ends of the fence and at the gate tie-offs. Additional wooden posts will need to be installed where topography changes. Corner braces will need to be constructed in areas where the fence will change direction.

Invasive Plant Species

The restoration area along Colony Creek currently consists of pasture grass with intermixed invasive plant species including reed canary grass and Himalayan blackberries. Strategies for controlling these plant species are as follows:

- For the reed canary grass, site preparation will consist of mowing the grass down prior to planting. This will be accomplished with weed-whackers or a high-weed mower. This work will be done in spring or fall, depending on the planting timeline.
- The blackberries will be mowed down at the same time as the grass using the same methods. For the first year, they will then be allowed to grow back for approximately 6-8 weeks until the canes are about two feet high and then hand-sprayed with herbicide (glyphosate).
- Pasture grass will be mowed once before planting for ease of plant installation.
- There are many native plant species already growing onsite. SFEG will endeavor to protect the native plants when removing the invasive ones.

Herbicide will be applied under the supervision of a licensed applicator. The applicator is required to be licensed to work in and around water and in a terrestrial environment. Herbicide will be applied in accordance with guidelines designated by the Environmental Protection Agency on appropriate herbicides for fish bearing streams. Skagit County and the landowner will be notified at least 48 hours prior to any herbicide application. Application records will be maintained and provided to the County on request.

Planting

The planting area will consist of approximately 1.5 acres. Plants will be installed in the fall of 2015 after chemical and mechanical treatment of invasive plants is completed.

About 1000 native trees and shrubs will be planted, at least 30% of which will be conifers. Plants will be planted with 8 foot spacing.

Trees will be protected with plant tubes to prevent rodent predation. All plants and plant protectors will be provided by Skagit County. Protectors shall be buried a minimum of 2" in the ground and supported with wooden stakes. Protectors will be removed during the final season of maintenance.

With landowner permission, SFEG may organize a volunteer work party to accomplish planting.

The planting area will be cleaned up following completion of planting and installation of protectors. The work area shall be free from removed vegetation, debris created during construction and/or any other items not required for the project functionality.

EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Lot 1 of that certain Survey recorded August 4, 2000, under Auditor's File No. 200008040117 and being a portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 36 North, Range 3 East, W.M. and that portion of Government Lot 1 of Section 19, Township 36 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24;
thence North $88^{\circ}29'52''$ West along the South line thereof, a distance of 1,248.14 feet;
thence North $24^{\circ}28'14''$ East, a distance of 887.24 feet;
thence South $88^{\circ}17'07''$ East parallel with the North line of said Section 24, a distance of 943.79 feet;
thence South $11^{\circ}14'01''$ West, a distance of 484.14 feet;
thence South $05^{\circ}13'21''$ East, a distance of 341.32 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.