



Skagit County Auditor
3/1/2017 Page 1 of 10 8:33AM \$82.00

Recording Requested By And
When Recorded Mail To:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 28 2017

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

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Denise M. Dragovich**, a single woman.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within MCKENNA & ELLIOTT'S 2ND ADD TO BAYVIEW TR 18 LESS TH PTN TR 18 DAF BAAP ON S LI OF T R19 20FT E OF SW COR OF TR 19 TH N PLT W LI TR 19 470FT TO TPOB TH E PLW S LI OF TR 400FT M/L TO E LI TR 18 TH NWLY ALG E LI OF TR 18 & 19 TO NLY PT TR 19 TH SWLY ALG N LI TR 19 TAP 20FT E MEASURED AT R/A FR THE W LI OF TR 19 TH S ALG A LI 20FT E OF & PLT W LI 160FT M/L TO TPOB

ASSESSOR'S TAX / PARCEL NUMBER(S): **P71171** (Xref ID: 4071-018-000-0008)

TEMPORARY EASEMENT

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

The undersigned, **Denise M. Dragovich**, as a single person (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 livestock exclusion fencing and native replantings, 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 protection, improvement, and enhancement of water quality in Skagit County streams for the benefit of downstream saltwater shellfish habitat.

1.2 Landowner represents and warrants to the County that the Landowner is the legal owner 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 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.

1.5 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 a forty-eight (48) hour 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, 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 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 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, 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.

GRANTOR:

Denise M. Dragovich
Denise M. Dragovich

DATED this 9th day of February, 2017.

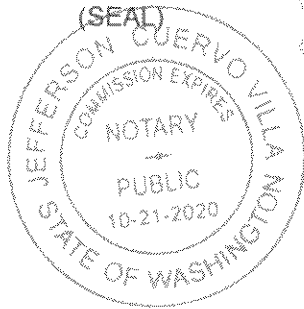
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Denise M. Dragovich**, as a single person, is the person who appeared before me, and said person 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 9th day of February, 2017.



Jefferson Cuervo Villa
Notary Public

Print name: Jefferson Cuervo Villa

Residing at: 17540 Eagle Dr. Burlington, WA 98223

My commission expires: 10-21-2020

DATED this 23 day of February, 2017.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20050224:



County Administrator

Recommended:



Department Head

Approved as to form:

 2/14/17

Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"

TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN PARCEL NUMBER P71171 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHEASTERN PROPERTY CORNER OF SKAGIT COUNTY TAX PARCEL 71171;

THENCE NORTHWESTERLY ALONG THE EASTERN PROPERTY LINE ± 143 FEET TO THE 35 FEET FROM THE ORDINARY HIGH WATER MARK OF THE POND AS EXISTED ON NOVEMBER 8, 2016;

THENCE WESTERLY ± 65 FEET ALONG THE EXISTING FENCING LINE MAINTAINING A MINIMUM BUFFER OF 35 FEET FROM THE ORDINARY HIGH WATER MARK OF THE POND AS EXISTED ON NOVEMBER 8, 2016;

THENCE SOUTHERLY ± 115 FEET TO A POINT ADJACENT WITH THE SOUTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL 71171;

THENCE EASTERLY ± 225 FEET ALONG THE SOUTHERN PROPERTY LINE, RETURNING TO THE TRUE POINT OF BEGINNING.

BEING AN AREA OF ± 0.26 ACRES

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 bank stabilizing large woody debris.

Parcel Number: P71171
Address: 11036 Finch Street
Mount Vernon, WA 98273
Situate in the County of Skagit, State of Washington

EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

Overview

The restoration Project site at Landowner's Property is located along a tributary to the Padilla Bay watershed. The project area is about 0.26 acres overall. The project goal is exclude horses from a pond that drains to a tributary to Padilla Bay, remove invasive plant species at the site, and install native plants in an effort to improve water quality on site for the protection, improvement, and enhancement of downstream saltwater shellfish habitat.

Fencing

Skagit County will install approximately 440 feet of fencing around the pond. This will include the removal of existing fence along the roadside. The fence will be no climb with wood posts. There will be one man-gate for access to the site for maintenance purposes.

Planting

Planting will occur following the installation of the fencing. Approximately 175 plants will be installed with an 8-foot spacing.

Phase 2 planting will begin in fall of 2017 following 2 years of blackberry treatment. Approximately 980 plants will be installed with an 8-foot spacing. In the conifer under planting, approximately 330 conifers will be installed with 15-foot spacing. All plants will have a protective tube placed on it to allow for easier maintenance and protect against forage. Protectors will be buried a minimum of 2 inches in the ground and supported with wooden stakes. Protectors will be removed during the final season of maintenance in 2019.

At least 30% of the total installed plants will be conifers. At the landowner's request many flowering shrubs such as Nootka Rose, Ocean Spray, Mock Orange, and Red Flowering Currant will be installed.

Maintenance

Maintenance will be conducted for 3 seasons after planting is complete. Maintenance will occur on 1 site visit per year to ensure the plants are not being overwhelmed by non-natives invasive plants.

Monitoring

Planting maintenance is intended to achieve at least 80% survival of installed plants in year 3 following planting. Vegetation survival will be monitored annually during the early summer. If survival rates of less than 80% are observed by the 3rd season following planting, then additional plants will be installed in the fall of that year to bring the stocking rate to at least 80% of the original planting target.

Timeline

December 2016 to February 2017	February 2017 through March 2017	Summer 2017	Summer 2018	Summer 2019
Removal and installation of fencing	Installation of native plantings	Site Maintenance	Site Maintenance	Site Maintenance and tube removal

EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

MCKENNA & ELLIOTT'S 2ND ADD TO BAYVIEW TR 18 LESS TH PTN TR 18
DAF BAAP ON S LI OF T R19 20FT E OF SW COR OF TR 19 TH N PLT W LI TR 19
470FT TO TPOB TH E PLW S LI OF TR 400FT M/L TO E LI TR 18 TH NWLY ALG
E LI OF TR-18 & 19 TO NLY PT TR 19 TH SWLY ALG N LI TR 19 TAP 20FT E
MEASURED AT R/A FR THE W LI OF TR 19 TH S ALG A LI 20FT E OF & PLT W
LI 160FT M/L TO TPOB