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Skagit County Auditor

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

SEP 04 2019

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

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Clifton Pettigrew and Winter Pettigrew**, a married couple

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

ABBREVIATED LEGAL DESCRIPTION: BIG LAKE WATER FRONT TRACT, THAT PORTION OF TRACT 'E' DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 'E'; THENCE EAST ALONG THE NORTH LINE THEREOF 566 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 160.4 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT TO BIG LAKE BLVD; THENCE NORTHWESTERLY ALONG SAID BIG LAKE BLVD TO THE NORTHEAST CORNER OF SAID TRACT 'E'; THENCE WEST ALONG THE NORTH LINE THEREOF TO THE TRUE POINT OF BEGINNING; EXCEPT THE FOLLOWING DESCRIBED TRACT; BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 'E'; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF BIG LAKE BLVD, 100 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID TRACT 'E', 60 FEET; THENCE NORTHWESTERLY PARALLEL TO BIG LAKE BLVD, 100 FEET TO THE NORTH LINE OF SAID TRACT 'E'; THENCE EAST ALONG SAID NORTH LINE, 60 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION TRACT 'E' DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 'E'; THENCE SOUTH 89-13-31 EAST ALONG THE NORTH LINE OF SAID TRACT 'E' A DISTANCE OF 566 FEET; THENCE SOUTH 0-46-29 WEST, A DISTANCE OF 160.4 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89-13-31 EAST, PARALLEL WITH THE NORTH LINE OF SAID TRACT 'E', A DISTANCE OF 634.70 FEET TO THE WESTERLY LINE OF WEST BIG LAKE BLVD; THENCE SOUTH 87-24-20 WEST, A DISTANCE OF 177.81 FEET; THENCE SOUTH 64-57-19 WEST, A DISTANCE OF 52.92 FEET; THENCE NORTH 87-19-36 WEST, A DISTANCE 54.03 FEET; THENCE NORTH 87-03-42 WEST, A DISTANCE OF 168.86 FEET; THENCE NORTH 86-36-04 WEST, A DISTANCE OF 56.35 FEET; THENCE NORTH 63-01-46 WEST, A DISTANCE OF 111.19 FEET TO THE EAST LINE OF THE WEST 566 FEET OF TRACT 'E'; THENCE NORTH 0-46-29 EAST ALONG SAID LINE, A DISTANCE OF 10 FEET TO THE TRUE POINT OF BEGINNING.

*P620d6*

ASSESSOR'S TAX / PARCEL NUMBER(S): P62066 (Xref ID: 3862-000-068-0109)

### TEMPORARY EASEMENT

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

The undersigned, **Clifton Pettigrew** and **Winter Pettigrew**, a married couple (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 Landowners' 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 removal of invasive vegetation and installation of native plantings 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 Landowners' 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 Landowners represent and warrant to the County that the Landowners are the legal owner 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 Landowners' Property created by the terms of this Temporary Easement, and the Landowners agree to inform any future owner of Landowners Property of this Temporary Easement prior to sale or transfer of the Landowners 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 Landowners Property for the duration of this Temporary Easement). The Landowners agree 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 Landowners' 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 Landowners' Property, and Landowners shall retain all responsibility for taxes, assessments, and for any claims for damages to Landowners' 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 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 Landowners' Property within the area of the Temporary Easement (as described and depicted in Exhibit "A" and Exhibit "B"), 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 and installation of native riparian planting 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 do 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 Landowners' 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 Landowners' Property, and that the County is not liable for any impacts to Landowners' 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 Landowners' Property in exercise of County's rights herein granted by this Temporary Easement. The County assumes no liability for any alleged damage to Landowners' 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.

GRANTORS:

Clifton Pettigrew  
Clifton Pettigrew  
DATED this 3 day of Aug, 2019.

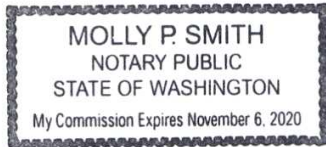
Winter Pettigrew  
Winter Pettigrew  
DATED this 3 day of August, 2019.

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Clifton Pettigrew** and **Winter Pettigrew**, a married couple, 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 3 day of August, 2019.

(SEAL)



Molly P Smith  
Notary Public  
Print name: Molly P Smith  
Residing at: Burlington  
My commission expires: 11/06/2020

DATED this 27 day of August, 2019.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

\_\_\_\_\_  
Lisa Janicki, Chair

\_\_\_\_\_  
Ron Wesen, Commissioner

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Authorization per Resolution R20050224:

Lusta Yegor  
County Administrator

Recommended:

[Signature]  
Department Head

Approved as to form:

[Signature] 8/22/19  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]  
Risk Manager

Approved as to budget:

Lusta Yegor  
Budget & Finance Director

**EXHIBIT "A"**

**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN PARCEL NUMBER P62066 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERN PROPERTY CORNER OF SKAGIT COUNTY TAX PARCEL P62066;

THENCE NORTHERLY ALONG THE WESTERN PROPERTY LINE  $\pm 40$  FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTHEASTERLY  $\pm 250$  FEET ALONG THE TOP OF THE HILL SLOPE AS EXISTING ON JULY 18, 2019 TO THE NORTHERN PROPERTY LINE;

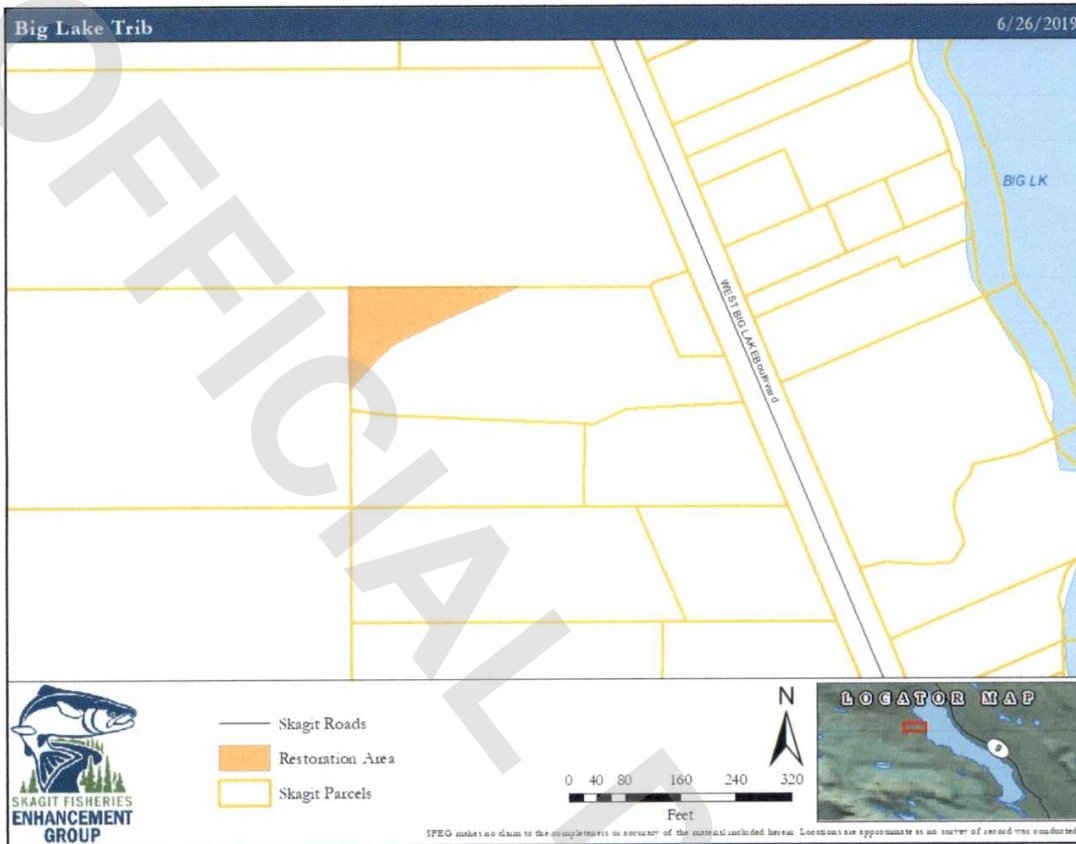
THENCE  $\pm 206$  FEET WESTERLY ALONG THE NORTHERN PROPERTY LINE TO THE NORTHWESTERN PROPERTY CORNER;

THENCE SOUTHERLY ALONG THE WESTERN PROPERTY LINE  $\pm 134$  FEET, RETURNING TO THE TRUE POINT OF BEGINNING.

BEING AN AREA OF  $\pm 0.40$  ACRES

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA**



This temporary easement includes the above yellow shaded area required for removal of invasive vegetation and replanting with native vegetation.

Parcel Number: P62066  
Address: 17848 West Big Lake Blvd  
Mount Vernon, WA 98274  
Situate in the County of Skagit, State of Washington



**EXHIBIT "C"**  
**RIPARIAN RESTORATION AND MAINTENANCE PLAN**  
**SCOPE OF WORK**

## OVERVIEW

The restoration site at the Project is located along a small tributary to Big Lake (Figure 1). The Project goal is to remove invasive vegetation and replant with native plants in an effort to improve water quality on site for the protection and enhancement of downstream saltwater shellfish habitat.

## SITE PREPARATION

### Invasive Species Control

Skagit Fisheries Enhancement Group (SFEG) will work with the Landowners to control invasive weeds on the site starting in the summer of 2019 in preparation for planting. The weed of concern that has been identified at this site is Himalayan blackberry.

Himalayan Blackberry: Blackberry grows in thick but patchy clumps along the creek, interspersed with native vegetation. In 2019 a Skagit County road crew will brushcut blackberry along the creek. SFEG field staff will let the blackberry grow for approximately 6-8 weeks to about shin-height, then spray them with 5% glyphosate (Cornerstone Plus) herbicide with non-ionic surfactant. Areas within 25 feet of running water will be sprayed with the aquatic formula of glyphosate (Roundup Custom) to reduce environmental impact. This treatment will be repeated by SFEG staff in 2020 to ensure complete control prior to planting.

SFEG controls invasive weed species that can impede establishment and growth of native plants at riparian restoration sites in a manner that is cost effective and consistent with accepted ecological restoration methods. We minimize use of herbicides to the maximum extent practical. Herbicide is applied under the supervision of a licensed applicator, with a licensed operator on site at all times during work. Operators are 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. No herbicide application is conducted when rain is predicted within 6-hours or winds speeds are greater than 10mph. SFEG applies for and receives an NPDES permit to treat invasive weeds in Washington State each year, and the Pesticide Applicator for SFEG reports to NPDES yearly on our herbicide applications.

SFEG proposes to use the following herbicides at this site:

**Cornerstone Plus:** <https://greenbook-assets.s3.amazonaws.com/20-19-54-28-02-2017-mp8JK003.pdf>

**Roundup Custom:** <http://www.monsantoito.com/docs/RoundupCustomMSDS.pdf>

Material Safety Data Sheets (MSDS) PDF links are attached to this planting plan. If chemicals proposed for use change SFEG will notify the landowner in writing, provide updated MSDS sheets and obtain approval prior to utilization. Landowners will be notified by phone at least 48 hours prior to any herbicide treatment.

I acknowledge that I have been informed of and agree to use of herbicide at my property.

CP (Landowners' initials)

HP (Landowners' initials)

Washington State Class A weeds are those species where control is required when these species are found. SFEG will conduct an annual training session to teach SFEG staff and contractors to recognize all state Class A invasive weeds that could be present in our work areas. If encountered in the field SFEG will report Class A weeds to the landowner in writing, and will provide information on state control requirements and recommended methods. If approved by the landowner, SFEG will control these weeds using recommended methods, and will report infestations to the appropriate Cooperative Weed Management Area (CWMA).

Washington State Class B weeds are those species where control is recommended by the state and/or recommended/required by the county noxious weed board. If encountered at a work site, SFEG staff will inform the landowner of the presences of Class B species and provide information on recommended means of control. Control of Class B weeds will not be conducted as part of this restoration project.

The following Class C weeds are considered to be a threat to successful riparian restoration if they occur within restoration sites:

- Himalayan blackberry (*Rubus armeniacus*)
- Evergreen blackberry (*Rubus laciniatus*)
- Morning glory (*Convolvulus arvensis*)
- English ivy (*Hedera spp.*)
- Old man's beard/Travelers joy (*Clematis vitalba*)
- Reed canary grass (*Phalaris arundinacea*)

The above class C weeds will be controlled as part of restoration site preparation and maintenance when they occur within the restoration area. The above weeds will be controlled within the restoration area for the duration of the Temporary Easement contract.

## **RIPARIAN RESTORATION**

### **Riparian Planting**

Following two years of site preparation, SFEG will begin planting in the fall of 2021. SFEG crew members will plant native trees and shrubs along the Big Lake tributary (see maps). The plantings will be primarily a mix of conifer and deciduous trees, with a few shrubs. Vexar plant protectors, coupled with bamboo marking stakes, are recommended for this project due to close proximity to agricultural land use, which have a higher likelihood of voles.

Total planting area: approximately 0.4 acres  
Total plants: Approximately 300 plants.

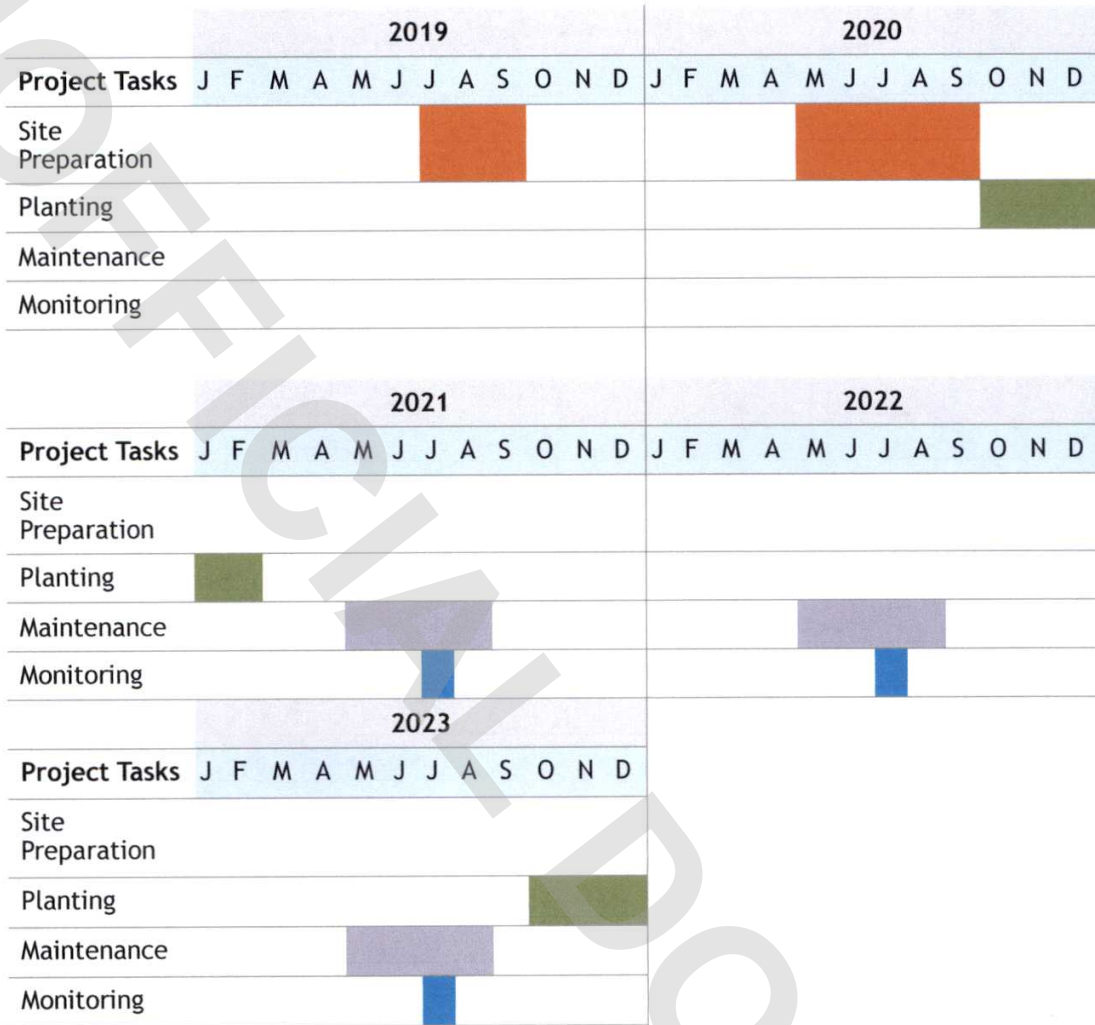
### **Monitoring**

After planting, SFEG will transition to manual removal of blackberry where feasible. While our goal is to be able to maintain the site without using herbicide, this goal is dependent on the weed load and site specific conditions. If dense re-growth occurs we may utilize a combination of spot spraying and manual control. SFEG crews will continue to visit the site at a minimum of

once per year to maintain the planting area until the final year of the grant in 2023. The Landowners will work with Skagit County to define the boundaries of the restoration area within their property before the start of work.

Planting success will be monitored following SFEG's standard monitoring protocol. For sites smaller than two acres, SFEG elects to count all native plants in the planting area, also known as a total count. Plant mortality, health, and herbivory or other damage is recorded for each plant to derive an overall site condition each year. SFEG evaluates both survival percentage (compared to the original number of plants installed) and tree-stocking (total trees per acre including both planted and naturally recruited trees) in each year that monitoring occurs. These data are used to determine the need for revegetation; SFEG will ensure that at least 80% of the plants originally installed are live at the end of the grant, or that 190 shrubs per acre stocking is met in the wetland portion of the planting. The need for re-planting will be evaluated in the summer of 2022.

**Timeline**



**EXHIBIT "D"**  
**LEGAL DESCRIPTION OF LANDOWNERS' PROPERTY**

**PARCEL A:**

That portion of Tract "E" of BIG LAKE WATER FRONT TRACTS, according to the plat thereof recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington; described as follows:

Beginning at the Northwest corner of said Tract "E";  
 thence East along the North line thereof, 566 feet to the true point of beginning;  
 thence South 160.4 feet;  
 thence East on a line parallel with the North line of said Tract to Big Lake Boulevard;  
 thence Northwesterly along said Big Lake Boulevard to the Northeast corner of said Tract "E";  
 thence West along the North line thereof to the true point of beginning;

EXCEPT the following described tract:

Beginning at the Northeast corner of said Tract "E";  
 thence Southeasterly along the Westerly line of Big Lake Boulevard, 100 feet;  
 thence West parallel to the North line of said Tract "E", 60 feet;  
 thence Northwesterly parallel to Big Lake Boulevard, 100 feet to the North line of said Tract "E";  
 thence East along said North line, 60 feet to the point of beginning.

Situated in Skagit County, Washington.

**PARCEL B:**

That portion of Tract "E" of BIG LAKE WATER FRONT TRACTS, according to the plat thereof recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington; described as follows:

Beginning at the Northwest corner of said Tract "E";  
 thence South 89°13'31" East along the North line of said Tract "E", a distance of 566.0 feet;  
 thence South 0°46'29" West, a distance of 160.4 feet to the true point of beginning;  
 thence South 89°13'31" East, parallel with the North line of said Tract "E", a distance of 634.70 feet to the Westerly line of West Big Lake Boulevard;  
 thence South 87°24'20" West, a distance of 177.81 feet;  
 thence South 64°57'19" West, a distance of 52.92 feet;  
 thence North 87°19'36" West, a distance of 54.03 feet;  
 thence North 87°03'42" West, a distance of 168.86 feet;  
 thence North 86°36'04" West, a distance of 56.35 feet;  
 thence North 63°01'47" West, a distance of 111.19 feet to the East line of the West 566 feet of Tract "E";  
 thence North 0°46'29" East along said line, a distance of 10.00 feet to the true point of beginning.

Situated in Skagit County, Washington.