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09/25/2019 11:11 AM Pages: 1 of 10 Fees: \$112.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2019-3963
SEP 12 2019

Amount Paid \$1,798.17
Skagit Co. Treasurer
By *mm* Deputy

RETURN TO:
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
P.O. Box 1436
Mount Vernon, WA 98273-1436

PUD UTILITY EASEMENT AGREEMENT

THIS PUD UTILITY EASEMENT AGREEMENT ("Agreement") is made this 12TH day of ~~SEPTEMBER~~ 2019, between, ~~CLEAR VALLEY ENVIRONMENTAL FARM, LLC~~, a Washington limited liability company, hereinafter referred to as "Grantor", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth: * *Environmental*

WHEREAS, Grantor is the owner of that certain real property located in Skagit County, Washington, the legal description of which is attached hereto as **Exhibit A** (the "Property").

SE SW 11-34-4

WHEREAS, the District wishes to acquire certain rights and privileges over, across, along, within, under, and upon the Property impacting parcels P24692 and P109225.

NOW, THEREFORE, Grantor, for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the District, its successors or assigns, a perpetual, non-exclusive easement for the purpose of constructing and maintaining water and communication lines. This includes the right, privilege, and authority to do all things necessary or proper to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to and locate at any time pipe(s), line(s) or related facilities, along with necessary appurtenances for the transportation and control of water and electronic information on facilities over, across, along, within, under, and upon the portion of the Property depicted on **Exhibit B** and legally described in **Exhibit C** (the "Easement Area").

Grantor authorizes the District the right of ingress and egress from the Easement Area. The Grantor also gives the District permission to cut, trim and/or remove all timber, trees, brush, or other growth standing or growing upon the Easement Area for the purposes of the activities listed above, as well as the right to cut, trim and/or remove vegetation within the Easement Area which, in the opinion of the District, constitutes a menace or danger to said pipe(s), line(s) or related facilities, and/or to persons or property by reason of proximity to the line. The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the Easement Area pursuant to this Agreement is vested in the District.

Grantor, on its own behalf and on behalf of its heirs, successors, or assigns, hereby conveys and agrees not to construct or permit to be constructed structures of any kind within the Easement Area without written approval of the General Manager of the District. Grantor shall conduct its activities and all other activities on the Easement Area so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the Easement Area or in any way interfere with, obstruct or endanger the District's use of the Easement Area.

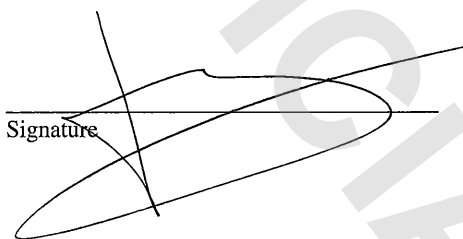
The Grantor also agrees to and with the District and warrants that the Grantor lawfully owns the Property, that Grantor has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the legal description, and that Grantor will forever warrant and defend the title to the easement conveyed herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Any mortgage on the Property held by a mortgagee is hereby subordinated to the rights herein granted to the District; but in all other respects the mortgage shall remain unimpaired.

In the event the District must disturb the Property in the exercise its rights, the District shall restore the Property pursuant to the planting details provided by Herrera Environmental Consultants in association with the Skagit Environmental Bank Project (Drawing No: C-19, C-22 and C-24), attached hereto as **Exhibit D**.

The District agrees to indemnify and hold harmless the Grantor from and against claims, losses, and liabilities including reasonable attorneys' fees incurred by Grantor resulting from personal injury or property damage arising out of the District's negligence in the exercise of the rights granted herein, but nothing herein shall require the District to indemnify the Grantor for that portion of any such liability attributable to the negligence of the Grantor.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 12TH day of ~~SEPTEMBER~~ 2019.

Signature 

Managing Member
 Print Title

Jeffery Poetsch
 Print Name

STATE OF WASHINGTON)
) ss
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Jeffery Poetsch is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged that he is the Managing Member of Clear Valley Environmental Farms to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: SEPT. 12, 2019

(Signature) Mark L. Semrau
 Notary Public in and for the State of Washington
 (Printed Name) MARK L. SEMRAU
 My appointment expires: OCT. 31, 2022

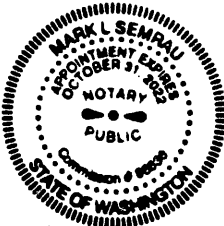


EXHIBIT "A"

Legal Description of the Property

That portion of Sections 10, 11, 14 and 15 Township 34 North, Range 4 East, WM, described as follows: Commencing at the Southwest corner of said Section 11, Thence South 88° 32' 07" East, along the South line of said Section 11 a distance of 1168.41 feet; Thence North 1° 06' 44" East 1024.71 feet to the TRUE POINT OF BEGINNING, said true point of beginning is the same true point of beginning as described in that certain document recorded under Auditors File No. 200710110106, records of Skagit County Washington titled parcel "B" after adjustment; Thence the following courses along said Parcel "B" boundary, North 65° 38' 15" West 89.27 feet; Thence North 60° 12' 24" West 578.82 feet; Thence North 58° 52' 21" West 337.35 feet; Thence North 43° 09' 09" West 68.08 feet; Thence North 0° 43' 05" West 371.65 feet; Thence North 3° 01' 13" East 349.79 feet; Thence North 28° 03' 28" East 282.53 feet; Thence North 39° 46' 02" East 128.04 feet; Thence North 73° 15' 44" East 458.76 feet; Thence North 49° 28' 04" East 210.47 feet; Thence along a curve to the left having a radius of 148.75 feet through a central angle of 87° 56' 43" an arc distance of 228.33 feet; Thence North 38° 28' 39" West 106.10 feet; Thence North 29° 08' 06" West 48.98 feet; Thence North 5° 45' 31" West 28.47 feet; Thence North 27° 57' 37" East 255.36 feet; Thence North 38° 57' 10" East 102.81 feet; Thence North 76° 29' 57" East 62.91 feet; Thence North 60° 00' 00" East 58.53 feet; Thence South 44° 26' 23" East 49.42 feet, more or less to the Westerly margin of Babcock Road; Thence leaving said boundary of Parcel "B" Northerly along the West margin of Babcock Road, North 3° 26' 55" East 41.07 feet; Thence continuing along said West margin the following courses, North 11° 45' 40" East 40.64 feet; Thence North 27° 27' 02" East 32.32 feet; Thence North 32° 48' 39" East 35.96 feet, more or less to the East line of the Southwest Quarter of the Northwest Quarter of said Section 11; Thence North 1° 36' 43" East, along said East line, 139.16 feet to the Southerly margin of Swan Road; Thence the following courses along said Southerly margin, Northwesterly along a non-tangent curve concave to the Southwest whose radius point bears South 10° 04' 23" West a distance of 2834.79 feet through a central angle of 6° 32' 59" an arc distance of 324.06 feet; Thence North 86° 28' 36" West 1027.43 feet, more or less to the West line of said Section 11; Thence North 1° 29' 48" East, along said West line, 15.22 feet; Thence continuing along said right of way North 86° 40' 21" West 59.18 feet; Thence North 86° 44' 13" West 105.52 feet; Thence North 85° 17' 44" West 96.36 feet; Thence North 82° 50' 22" West 76.89 feet; Thence North 81° 18' 27" West 146.29 feet to the centerline of Nookachamps creek; Thence the following meandered courses along the centerline of said Nookachamps creek, South 14° 59' 44" West 44.48 feet; Thence South 1° 39' 17" East 70.61 feet; Thence South 28° 20' 12" East 86.67 feet; Thence South 63° 39' 24" East 100.51 feet; Thence South 75° 45' 56" East 110.95 feet; Thence South 66° 37' 29" East 133.10 feet; Thence South 50° 39' 38" East 53.86 feet; Thence South 36° 57' 59" East 46.09 feet; Thence South 31° 38' 29" East 105.02 feet; Thence South 19° 37' 45" East 78.67 feet; Thence South 6° 28' 20" East 36.00 feet; Thence South 1° 15' 55" East 48.25 feet; Thence South 21° 57' 10" West 65.40 feet; Thence South 52° 42' 41" West 71.75 feet; Thence South 87° 55' 04" West 50.91 feet; Thence South 70° 43' 30" West 73.77 feet; Thence North 83° 33' 13" West 37.27 feet; Thence North 67° 12' 20" West 51.36 feet; Thence North 46° 14' 06" West 152.66 feet; Thence North 55° 38' 38" West 50.63 feet; Thence North 41° 51' 17" West 255.39 feet; Thence North 62° 11' 43" West 53.08 feet; Thence North 79° 35' 00" West 58.48 feet; Thence South 82° 24' 56" West 86.84 feet; Thence South 54° 57' 47" West 88.04 feet; Thence South 36° 22' 07" West 58.88 feet; Thence South 33° 34' 34" West 198.18 feet; Thence South 55° 01' 33" West 58.93 feet; Thence North 89° 28' 26" West 79.74 feet; Thence North 80° 41' 38" West 63.98 feet; Thence North 65° 20' 23" West 91.10 feet; Thence North 56° 36' 34" West 115.20 feet; Thence North 70° 29' 45" West 114.29 feet; Thence South 89° 35' 10" West 129.32 feet; Thence South 64° 49' 30" West 116.57 feet; Thence South 42° 00' 02" West 51.82 feet; Thence South 31° 47' 58" West 50.90 feet; Thence South 36° 03' 58" West 97.32 feet; Thence South 40° 28' 29" West 111.76 feet; Thence South 27° 08' 00" West 48.46 feet; Thence South 13° 48' 27" West 146.66 feet; Thence South 20° 24' 58" West 163.42 feet; Thence South 50° 47' 36" West 107.26 feet; Thence South 57° 39' 24" West 85.65 feet, more or less to the North line of the Northwest Quarter of the Southeast Quarter of said Section 10; Thence leaving said creek centerline North 88° 44' 43" West, along said North line, 196.82 feet; Thence leaving said North line South 31° 56' 05" West 31.48 feet; Thence South 22° 29' 52" West 15.99 feet; Thence South 34° 40' 55" West 51.25 feet; Thence South 5° 54' 54" East 100.00 feet; Thence

South 7° 21' 13" West 80.73 feet; Thence South 49° 27' 34" East 158.12 feet; Thence South 33° 46' 25" East 6.19 feet; Thence South 23° 32' 55" East 28.75 feet; Thence South 14° 56' 18" East 62.19 feet; Thence South 31° 17' 40" East 62.18 feet;

Thence South 21° 43' 52" East 44.19 feet; Thence South 26° 20' 27" East 50.67 feet; Thence South 21° 18' 30" East 50.11 feet; Thence South 26° 08' 06" East 87.41 feet; Thence South 49° 19' 42" East 101.36 feet; Thence South 74° 28' 53" East 68.57 feet; Thence South 61° 47' 09" East 24.61 feet; Thence South 60° 00' 49" East 21.17 feet; Thence South 35° 59' 34" West 60.63 feet; Thence South 16° 40' 14" West 121.02 feet; Thence South 19° 08' 12" East 132.43 feet; Thence South 12° 29' 58" East 52.68 feet; Thence South 46° 52' 30" East 48.87 feet; Thence South 60° 03' 05" East 103.02 feet; Thence South 69° 30' 09" East 48.21 feet; Thence South 85° 54' 15" East 100.84 feet; Thence South 13° 32' 45" West 57.27 feet; Thence South 2° 03' 06" East 172.92 feet; Thence South 2° 06' 02" West 912.30 feet; Thence South 27° 26' 09" West 80.39 feet; Thence South 25° 10' 53" East 33.79 feet; Thence South 22° 11' 09" East 134.93 feet; Thence South 22° 14' 46" East 135.27 feet; Thence South 19° 27' 00" East 152.21 feet; Thence South 19° 27' 02" East 154.76 feet; Thence South 30° 22' 07" East 160.09 feet; Thence South 31° 44' 17" East 165.70 feet; Thence South 8° 25' 19" East 88.89 feet; Thence South 9° 23' 50" East 153.52 feet; Thence South 13° 53' 40" East 127.17 feet; Thence South 5° 13' 09" West 703.31 feet; Thence South 16° 31' 19" West 90.60 feet; Thence South 13° 16' 59" East 93.08 feet; Thence South 15° 26' 09" East 27.73 feet; Thence South 26° 42' 33" East 216.31 feet; Thence South 53° 03' 24" East 45.81 feet; Thence South 21° 00' 54" West 115.42 feet; Thence South 7° 01' 24" West 143.10 feet; Thence South 29° 48' 00" East 59.82 feet; Thence South 1° 34' 02" East 49.36 feet; Thence South 13° 38' 32" East 64.62 feet; Thence South 23° 58' 35" East 65.67 feet; Thence South 40° 38' 15" East 90.57 feet; Thence South 50° 23' 19" East 102.63 feet; Thence South 79° 51' 55" East 166.09 feet; Thence North 70° 45' 13" East 43.22 feet; Thence South 79° 25' 18" East 20.49 feet; Thence South 81° 40' 02" East 29.44 feet; Thence South 11° 49' 18" West 92.65 feet; Thence South 12° 29' 54" East 123.98 feet; Thence South 28° 39' 56" West 29.14 feet; Thence South 14° 37' 34" West 75.63 feet; Thence South 0° 20' 45" East 111.73 feet; Thence South 48° 25' 28" East 11.36 feet; Thence South 5° 04' 40" East 65.41 feet; Thence South 19° 53' 20" East 63.44 feet; Thence South 28° 19' 19" East 94.72 feet; Thence South 70° 31' 51" East 89.84 feet; Thence South 43° 33' 29" East 155.07 feet; Thence North 70° 24' 51" East 83.00 feet; Thence South 54° 50' 52" East 21.37 feet; Thence North 79° 28' 23" East 71.92 feet; Thence South 62° 24' 17" East 18.77 feet; Thence South 72° 29' 08" East 30.68 feet; Thence North 78° 29' 56" East 189.47 feet; Thence North 76° 52' 30" East 48.87 feet; Thence North 60° 00' 00" East 39.16 feet; Thence North 45° 00' 00" East 39.16 feet; Thence North 30° 00' 00" East 39.16 feet; Thence North 15° 00' 00" East 39.16 feet; Thence North 2° 40' 41" East 25.22 feet; Thence North 2° 26' 49" West 123.92 feet; Thence North 11° 11' 06" West 151.99 feet; Thence North 4° 52' 22" East 217.56 feet; Thence North 3° 26' 51" East 166.51 feet; Thence North 3° 54' 05" West 38.37 feet; Thence North 16° 28' 47" West 55.73 feet; Thence North 2° 38' 24" East 488.36 feet; Thence North 33° 46' 25" East 91.41 feet; Thence North 15° 15' 23" East 159.46 feet; Thence North 23° 57' 12" East 230.05 feet; Thence North 42° 19' 28" East 83.47 feet; Thence North 76° 34' 08" East 85.59 feet; Thence North 81° 15' 14" East 140.92 feet; Thence North 89° 24' 51" East 314.01 feet; Thence North 79° 23' 17" East 227.38 feet; Thence North 70° 05' 05" East 99.42 feet; Thence North 79° 18' 54" East 95.41 feet; Thence North 73° 24' 27" East 30.88 feet; Thence North 62° 30' 16" East 39.83 feet;

Thence North 39° 52' 39" East 258.14 feet more or less to the Southwesterly line of that certain parcel described as Parcel "A" after BLA, recorded under Auditors File No. 200708090007, records of Skagit County Washington; Thence North 60° 07' 16" West along said Southwesterly line of said Parcel "A" a distance of 218.28 feet; Thence North 29° 52' 18" East 422.07 feet to a point on the Northeasterly line of said Parcel "A"; Thence the following courses along the boundary of said Parcel "A" South 56° 41' 17" East 148.65 feet; Thence North 46° 15' 53" East 126.54 feet; Thence South 53° 55' 39" East 185.22 feet to the Northeasterly corner of said Parcel "A", being on the centerline of that certain 100 foot wide right of way to Seattle Lake Shore and Eastern Railway Company right of way as conveyed by Deed dated April 4, 1890 and recorded July 13, 1890 in Volume 10 of Deeds, page 651, records of Skagit County Washington;

Thence along the centerline of said right of way, North 36° 04' 21" East 104.06 feet; Thence along a curve to the right having a radius of 5613.62 feet through a central angle of 4° 10' 36" and arc distance of 409.21 feet; Thence North 40° 14' 58" East 804.87 feet to a point on the East

line of the Southwest Quarter of Section 11; Thence North $1^{\circ} 43' 48''$ East along said line, 140.29 feet to the Northeast corner of that certain parcel described as Parcel "D" described in that certain document recorded under Auditors File No. 200805080061, records of Skagit County Washington; Thence North $45^{\circ} 00' 00''$ West along the Easterly line of said Parcel "D" a distance of 58.96 feet to the Southerly bank of the East Fork of Nookachamps Creek; Thence along the Southerly bank of the East Fork of Nookachamps Creek the following courses South $33^{\circ} 37' 57''$ West 6.52 feet; Thence South $51^{\circ} 31' 50''$ West 116.03 feet; Thence South $85^{\circ} 47' 33''$ West 62.12 feet; Thence North $64^{\circ} 43' 28''$ West 53.38 feet; Thence North $71^{\circ} 22' 26''$ West 66.45 feet; Thence South $77^{\circ} 07' 20''$ West 47.84 feet; Thence South $60^{\circ} 57' 09''$ West 28.25 feet; Thence South $47^{\circ} 36' 06''$ West 26.30 feet; Thence South $37^{\circ} 13' 16''$ West 30.25 feet; Thence South $50^{\circ} 03' 57''$ West 29.00 feet; Thence South $71^{\circ} 14' 40''$ West 40.28 feet; Thence North $83^{\circ} 04' 06''$ West 51.29 feet; Thence North $69^{\circ} 25' 17''$ West 94.54 feet; Thence North $58^{\circ} 31' 50''$ West 104.07 feet; Thence North $50^{\circ} 26' 04''$ West 48.54 feet; Thence North $59^{\circ} 32' 38''$ West 24.74 feet; Thence South $89^{\circ} 03' 02''$ West 213.66 feet; Thence North $74^{\circ} 35' 08''$ West 54.54 feet; Thence North $68^{\circ} 35' 12''$ West 132.92 feet; Thence South $37^{\circ} 17' 52''$ West 92.81 feet; Thence South $52^{\circ} 15' 52''$ West 29.33 feet; Thence South $72^{\circ} 35' 27''$ West 56.67 feet; Thence North $85^{\circ} 25' 43''$ West 33.79 feet to the East line of the Southwest Quarter of the Southwest Quarter of said Section 11; Thence North $1^{\circ} 06' 44''$ East along the East line thereof, 614.85 feet more or less to a point which lies South $65^{\circ} 38' 15''$ East from the true point of beginning; Thence North $65^{\circ} 38' 15''$ West 163.26 feet to the TRUE POINT OF BEGINNING.

EXCEPT the fee ownership underlying those Easement rights AND EXCEPT those Easement rights reserved by Clear Valley Environmental Farm, LLC, a Washington limited liability company, et al, on that certain Statutory Warranty Deed recorded November 20, 2007 as Auditor's File No. 200711200139; being a portion of the North 1/2 of the Northwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M.

Tract "B" (EASEMENT PROPERTY):

Those Easement rights reserved by Clear Valley Environmental Farm, LLC, a Washington limited liability company, et al, on that certain Statutory Warranty Deed recorded November 20, 2007 as Auditor's File No. 200711200139; being a portion of the North 1/2 of the Northwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M., EXCEPT the following described property:

That portion of the below described Parcel "A" being a portion of the Northwest 1/4 of Section 14, Township 34 North, Range 4 East, WM described as follows, being a portion of Parcel "A", after Boundary Line Adjustment, as recorded under Auditors File No. 200708090007:

Beginning at the most Southerly corner of the below described Parcel "A"; Thence North $60^{\circ} 07' 16''$ West along the Southwesterly line thereof, 30.00 feet; Thence North $29^{\circ} 52' 44''$ East 423.87 feet to a point on the Northeasterly line of the below Parcel A"; Thence South $56^{\circ} 41' 17''$ East along said line, 30.00 feet; Thence South $29^{\circ} 52' 18''$ West 422.07 feet to the point of beginning.

Parcel "A":

Commencing at the North Quarter corner of Section 14, Township 34 North, Range 4 East, W.M.; thence West, along the North line of said Section 14, a distance of 275.88 feet to an intersection with the Westerly right of way line of the Northern Pacific Railway Company; thence Southwesterly, along said right of way line, 1086.24 feet to a point hereinafter referred to as Point "A"; thence continue Southwesterly along said right of way, 408.00 feet; thence North $60^{\circ} 07' 16''$ West in a straight line, 1691.33 feet, more or less, to a point 396.00 feet South of the Northwest corner of said Section 14 and on the West line of said Section 14 to the TRUE POINT OF BEGINNING; thence North, along the West line thereof a distance of 396.00 feet; thence East, along the North line of said Section 14, a distance of 329.30 feet; thence South $56^{\circ} 41' 17''$ East, along a line that would connect to the aforementioned Point "A", a distance of 1363.83 feet; thence South $29^{\circ} 52' 18''$ West 422.07 feet, to a point which lies South $60^{\circ} 07' 16''$ East from the true point of beginning; thence North $60^{\circ} 07' 16''$ West 1460.34 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

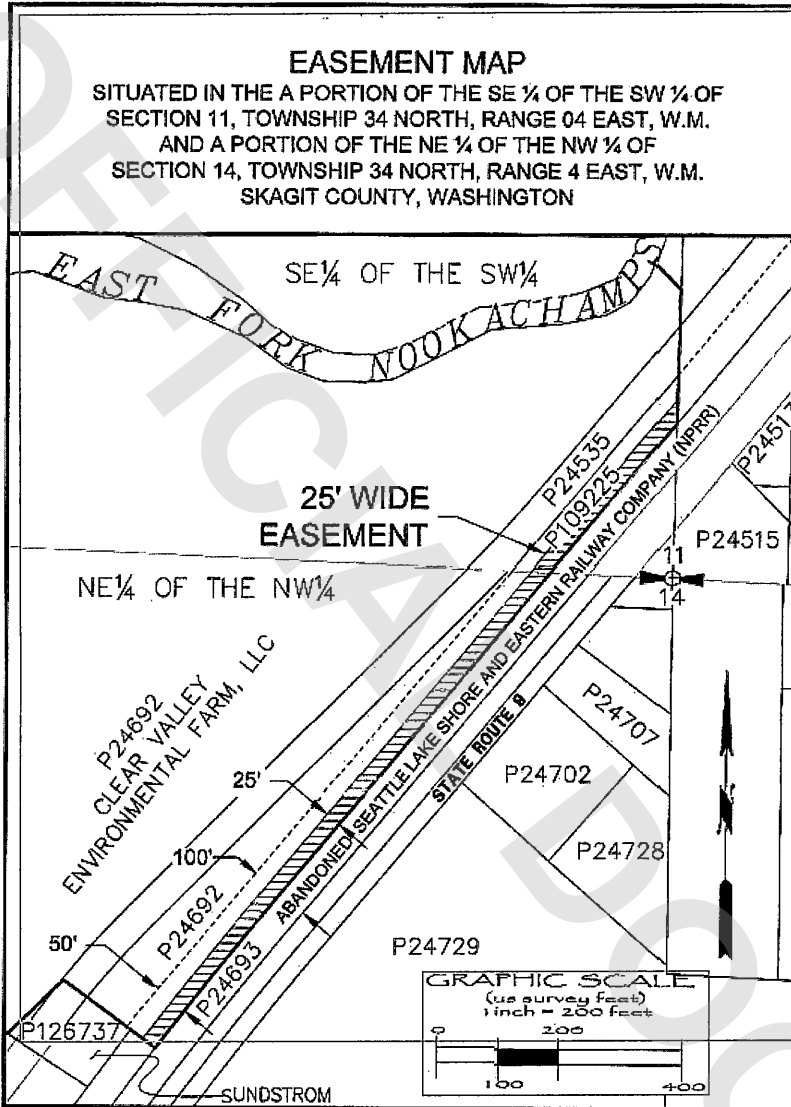


EXHIBIT "C"

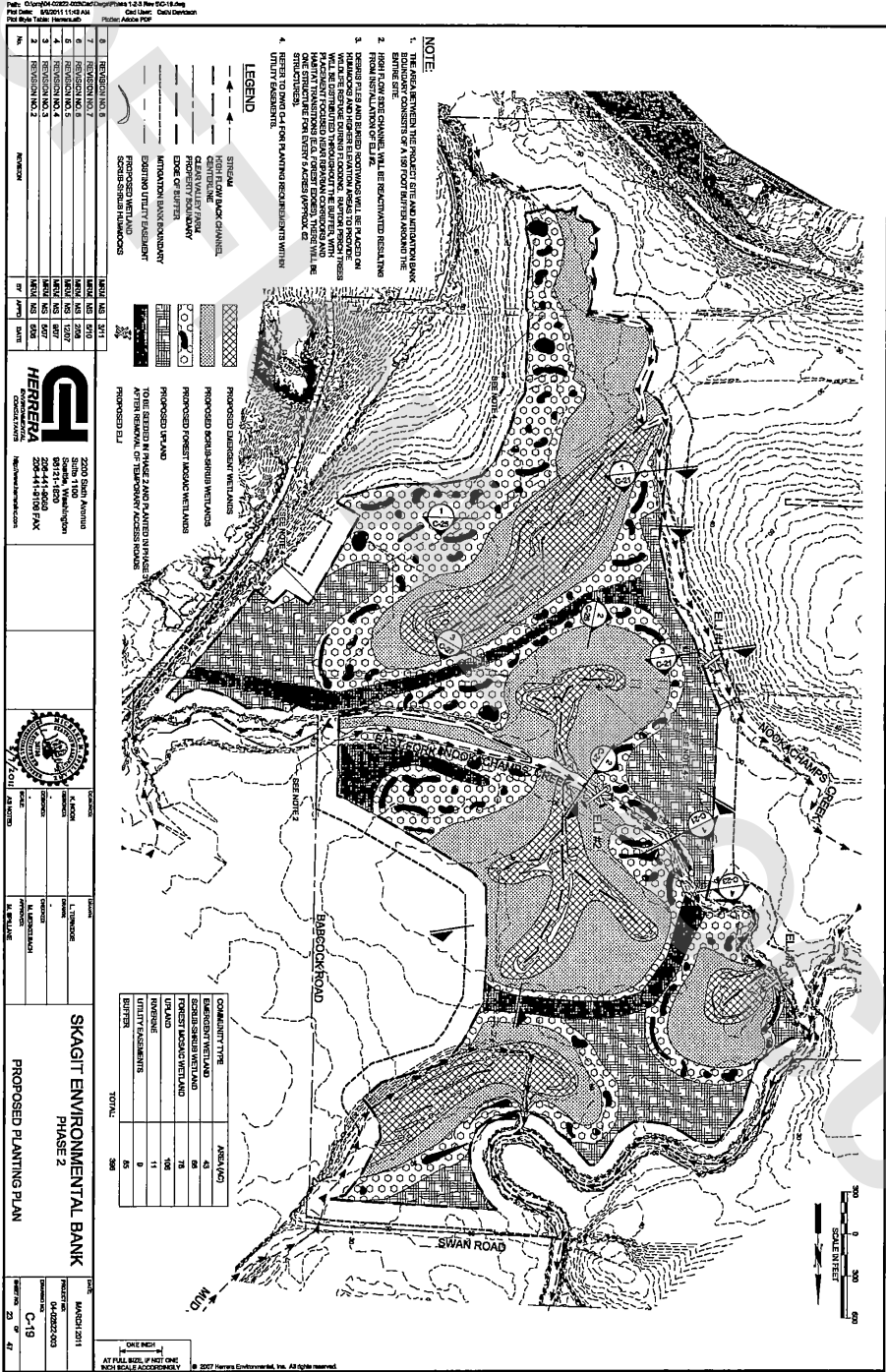
Easement Legal Description

The Southeasterly 25.00 feet of the Northwesterly one-half of the abandoned Seattle Lake Shore and Eastern Railway Company railroad right-of-way lying within the NE¼ of the NW¼ of Section 14 and the SE¼ of the NW¼ of Section 11, all in Township 34 North, Range 04 East, W.M.

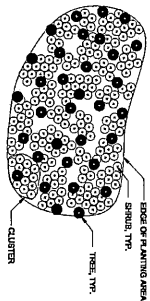
Except that portion of said NE¼ of the NW¼ of Section 14 lying Southwesterly of the Northeasterly line of that certain tract of land conveyed to Sundstrom by deed recorded under Auditor's File No. 200711200139.

Situated in Skagit County, Washington.

EXHIBIT "D"
Planting Details C-19

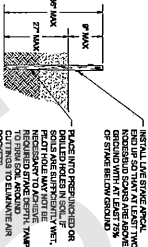


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Plot Date: 08/03/2011 11:33 AM
Plot Style Table: Herberia.ctb
Printer: Adobe PDF



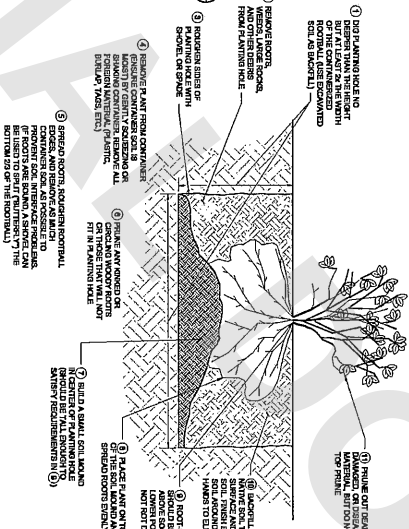
- NOTES:**
1. CLUSTERS OF SAME SPECIES IN CLUSTERS OF THREE, FIVE, SEVEN OR NINE.
 2. PLACE SHRUBS 1 FEET ON CENTER WITHIN EACH CLUSTER.
 3. PLANTING CLUSTERS WILL BE GROUPED IN AREAS WITH GOOD CHANCE OF SURVIVAL.
 4. VARIETY SPREAD CLUSTERS THROUGHOUT PLANTING AREA.
 5. VARIETY SPREAD CLUSTERS SHOULD BE PLANTED IN AREAS WITH GOOD CHANCE OF SURVIVAL.

TREE AND SHRUB SPACING FOR FORESTED AREAS
SCALE: 1/8\"/>



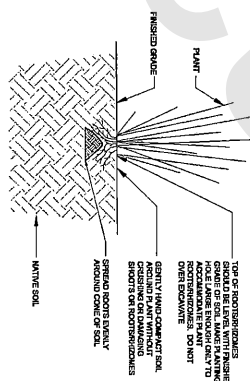
- NOTES:**
1. LIVE STAKES SHOULD BE 1/2\"/>
 2. LIVE STAKES SHOULD BE 1/2\"/>
 3. WHEN PLANTING ON STEEP BANK, ANGLE STAKES SLIGHTLY DOWNSTREAM.

LIVE STAKE CUTTING INSTALLATION
SCALE: 1/8\"/>

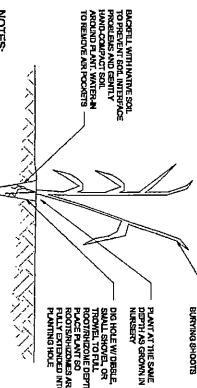


- NOTES:**
1. PREPARE HOLE TO DEPTH OF 24\"/>
 2. ALL PLANT MATERIAL SHOULD BE TRANSPORTED TO THE SITE AT LEAST ONE WEEK FROM DATE OF PLANTING.
 3. PLANTING AND DEMONSTRATION AREAS SHOULD BE PROTECTED FROM DAMAGE TO SOIL, TREE STEMMS SHOULD BE USED TO MINIMIZE DAMAGE TO PLANTINGS.

SHRUB AND TREE INSTALLATION
SCALE: 1/8\"/>



BARE ROOT EMERGENT PLANTING
SCALE: 1/8\"/>



PLUG/DIVISION EMERGENT PLANTING
SCALE: 1/8\"/>

2020 GOLF AVENUE SUITE 1100 HERBERIA 208-441-0000 FAX 807-21-1000 FAX www.herberia.com			M. HERBERIA L. HERBERIA P. HERBERIA M. SKILLAY			SKAGIT ENVIRONMENTAL BANK WETLAND PLANTING DETAILS			DATE: MARCH 2011 PROJECT: 04-0000-0000 DRAWING: C-22 SCALE: AS SHOWN SHEET NO. 22 OF 47		
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1/8\"/>

Planting Details C-24

PROPOSED PLANTING LIST

SPECIES COMMON NAME	SCIENTIFIC NAME	WETLAND INDICATOR STATUS	
FORESTED WETLAND ZONES			
BLACK TINKERBERRY	TOXICARIA FLEXILIS	WETLAND INDICATOR STATUS	
BLACK COTTONWOOD	POPULUS TRICHOCARPA	WETLAND INDICATOR STATUS	
CHOCOMA	SWAMP SPICEBUSH	WETLAND INDICATOR STATUS	
PACIFIC WILLOW	SAULZALICIA	WETLAND INDICATOR STATUS	
RED ALDER	ALNUS RUBRA	WETLAND INDICATOR STATUS	
BITTA SPRUCE	PICEA SITCHENSIS	WETLAND INDICATOR STATUS	
BLACK TINKERBERRY	TOXICARIA FLEXILIS	WETLAND INDICATOR STATUS	
WICHTONIA ROSE	POCA MOUTANZA	WETLAND INDICATOR STATUS	
PACIFIC LINDEMUR	PHYTOCORPUS CAPITATUS	WETLAND INDICATOR STATUS	
RED-CHEEK DOGWOOD	CORNAUS SERICEA	WETLAND INDICATOR STATUS	
SWAMP ROSE	POCA PROCARPA	WETLAND INDICATOR STATUS	
ECOTONE NEAR WETLAND ZONES AND ECOTONE-SERIAL HOMOLOGY			
BLACK TINKERBERRY	TOXICARIA FLEXILIS	WETLAND INDICATOR STATUS	
WICHTONIA ROSE	POCA MOUTANZA	WETLAND INDICATOR STATUS	
PACIFIC CHAMPAQUE	AMALIS FLASCA	WETLAND INDICATOR STATUS	
PACIFIC LINDEMUR	PHYTOCORPUS CAPITATUS	WETLAND INDICATOR STATUS	
PACIFIC WILLOW	SAULZALICIA	WETLAND INDICATOR STATUS	
BLACK TINKERBERRY	TOXICARIA FLEXILIS	WETLAND INDICATOR STATUS	
SAUKS WILLOW	SAUKS SPECIALLIS	WETLAND INDICATOR STATUS	
SWAMP WILLOW	POCA PROCARPA	WETLAND INDICATOR STATUS	
SWAMP ROSE	POCA PROCARPA	WETLAND INDICATOR STATUS	
EMERGENT WETLAND ZONES			
HAIRY GUSH	JUNCUS BALTICUS	WETLAND INDICATOR STATUS	
COMMON SPICEBUSH	ELEOCHARIS PALUSTRIS	WETLAND INDICATOR STATUS	
WATERLEAF FISH	JUNCUS EMPETRICUS	WETLAND INDICATOR STATUS	
POCKLEWATER	ASTER SUBSPICATUS	WETLAND INDICATOR STATUS	
BLACK TINKERBERRY	TOXICARIA FLEXILIS	WETLAND INDICATOR STATUS	
SHORT-STEM FORTAL	ALOPECURUS AQUILIS	WETLAND INDICATOR STATUS	
SWAMP-STEM BAR-REED	SPYROGLUM EMERGAM	WETLAND INDICATOR STATUS	
SLAUGHTER SEDGE	CAREX CORNUPA	WETLAND INDICATOR STATUS	
SMALL-FRUITED BULLRUSH	SCIRPUS MACROCARPUS	WETLAND INDICATOR STATUS	
WATERLEAF FISH	JUNCUS EMPETRICUS	WETLAND INDICATOR STATUS	
TURTLE HARBORSS	DISSOLIPUS CASPITOSA	WETLAND INDICATOR STATUS	
WAPATO	SAGITTARIA LATIFOLIA	WETLAND INDICATOR STATUS	
UPLAND ZONES			
BIG-LEAF MAPLE	ACER GLABRIFOLIUM	WETLAND INDICATOR STATUS	
BITTER CHERRY	PRUNUS BACCATA	WETLAND INDICATOR STATUS	
BLACK COTTONWOOD	POPULUS TRICHOCARPA	WETLAND INDICATOR STATUS	
BLACK TINKERBERRY	TOXICARIA FLEXILIS	WETLAND INDICATOR STATUS	
RED HULLBERRY	SAMBUCUS GAMBOSA	WETLAND INDICATOR STATUS	
WICHTONIA ROSE	POCA MOUTANZA	WETLAND INDICATOR STATUS	
WINTERBERRY	SYMPLOCARPUS ALIBUS	WETLAND INDICATOR STATUS	
WESTERN HEMLOCK	TSUGA HETEROPHYLLA	WETLAND INDICATOR STATUS	
UPLAND HOMOLOGY			
BLACK COTTONWOOD	POPULUS TRICHOCARPA	WETLAND INDICATOR STATUS	
BLACK TINKERBERRY	TOXICARIA FLEXILIS	WETLAND INDICATOR STATUS	
DOGSLATER	PHYTOCORPUS CAPITATUS	WETLAND INDICATOR STATUS	
WATERLEAF FISH	JUNCUS EMPETRICUS	WETLAND INDICATOR STATUS	
SWAMP ROSE	POCA PROCARPA	WETLAND INDICATOR STATUS	

GENERAL NOTES:

- THE PLANT LIST IS SUGGESTED AND MAY BE CHANGED BASED ON LOCAL AVAILABILITY.
- ALL PLANTS, EXCEPT AS NOTED, SHALL BE NURSERY CONTAINER GROWN A MINIMUM OF ONE YEAR PRIOR TO PLANTING. PLANT SUBSTITUTIONS ARE SUBJECT TO APPROVAL BY THE ENGINEER.
- PLANTING MATERIALS SHALL BE SUBJECT TO INSPECTION AND TESTING BY THE ENGINEER PRIOR TO INSTALLATION. USE PLAN FOR QUANTITIES - FINAL LOCATIONS OF PLANTS SUBJECT TO CHANGE.
- ALL SPRING AND TREE PLANTING, INCLUDING CONTAINERS, SHALL OCCUR DURING THE DORMANT PERIOD OF THE PLANTS.
- CONCEPT PLANTING WITHIN NEEDS AND HOUSING AND BUFFER AREAS SHALL BE PLANTED IN PHASE I, EXCEPT IN AREAS IDENTIFIED ON C-18. THESE AREAS WILL BE PLANTED IN PHASE II.

BUFFER PLANTING NOTES:

- THE BUFFER AREAS WILL BE PLANTED WITH A VARIETY OF UPLAND AND WETLAND SPECIES TO CREATE A DIVERSE AND RESILIENT ECOSYSTEM. PLANTING MATERIALS SHALL BE SUBJECT TO INSPECTION AND TESTING BY THE ENGINEER PRIOR TO INSTALLATION. USE PLAN FOR QUANTITIES - FINAL LOCATIONS OF PLANTS SUBJECT TO CHANGE.
- PLANTING MATERIALS SHALL BE SUBJECT TO INSPECTION AND TESTING BY THE ENGINEER PRIOR TO INSTALLATION. USE PLAN FOR QUANTITIES - FINAL LOCATIONS OF PLANTS SUBJECT TO CHANGE.
- CONCEPT SPECIES WILL BE PLANTED IN YEAR TWO FOLLOWING ESTABLISHMENT OF FULLY ESTABLISHED ENVIRONMENTAL CONDITIONS. SPECIES WILL BE PLANTED ACCORDING TO HYDROLOGICAL PREFERENCE.
- IN AREAS EXHIBITING TRANSITIONAL ENVIRONMENTAL CONDITIONS, SPECIES WILL BE PLANTED ACCORDING TO HYDROLOGICAL PREFERENCE.

REVISIONS:

NO.	REVISION NO.	DATE	BY	DATE
0	REVISION NO. 0	2025		
1	REVISION NO. 1	2025		
2	REVISION NO. 2	2025		
3	REVISION NO. 3	2025		
4	REVISION NO. 4	2025		
5	REVISION NO. 5	2025		
6	REVISION NO. 6	2025		

SKAGIT ENVIRONMENTAL BANK

PLANTING LIST

SHEET NO. 28 OF 47

DATE: MARCH 2025
PROJECT: C-24
SHEET NO. 28 OF 47

OWNER: L. THORNDIKE
DESIGNER: M. HERRERA
CONTRACT NO. 2024-11-0000
DATE: 2024-11-0000
BY: J. W. HERRERA
DATE: 2024-11-0000

2025 Project Improvement by M. Herrera

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C.O.: 4385
P.N.: 3549