



201909250067

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2019-3964
SEP 12 2019

Amount Paid \$ 1,257.76
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")

SESW 11-34-4
WHEREAS, the District wishes to acquire certain rights and privileges over, across, along, within, under, and upon the Property impacting parcel P24533.

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, loses, 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.

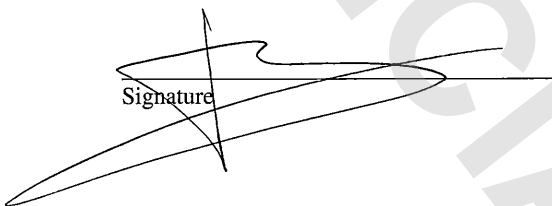
In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 12TH day of SEPTEMBER, 2019.

Managing Member

 Print Title

Jeffery Poetsch

 Print Name

Signature 

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° 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° 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° 37' 57" West 6.52 feet; Thence South 51° 31' 50" West 116.03 feet; Thence South 85° 47' 33" West 62.12 feet; Thence North 64° 43' 28" West 53.38 feet; Thence North 71° 22' 26" West 66.45 feet; Thence South 77° 07' 20" West 47.84 feet; Thence South 60° 57' 09" West 28.25 feet; Thence South 47° 36' 06" West 26.30 feet; Thence South 37° 13' 16" West 30.25 feet; Thence South 50° 03' 57" West 29.00 feet; Thence South 71° 14' 40" West 40.28 feet; Thence North 83° 04' 06" West 51.29 feet; Thence North 69° 25' 17" West 94.54 feet; Thence North 58° 31' 50" West 104.07 feet; Thence North 50° 26' 04" West 48.54 feet; Thence North 59° 32' 38" West 24.74 feet; Thence South 89° 03' 02" West 213.66 feet; Thence North 74° 35' 08" West 54.54 feet; Thence North 68° 35' 12" West 132.92 feet; Thence South 37° 17' 52" West 92.81 feet; Thence South 52° 15' 52" West 29.33 feet; Thence South 72° 35' 27" West 56.67 feet; Thence North 85° 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° 06' 44" East along the East line thereof, 614.85 feet more or less to a point which lies South 65° 38' 15" East from the true point of beginning; Thence North 65° 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:

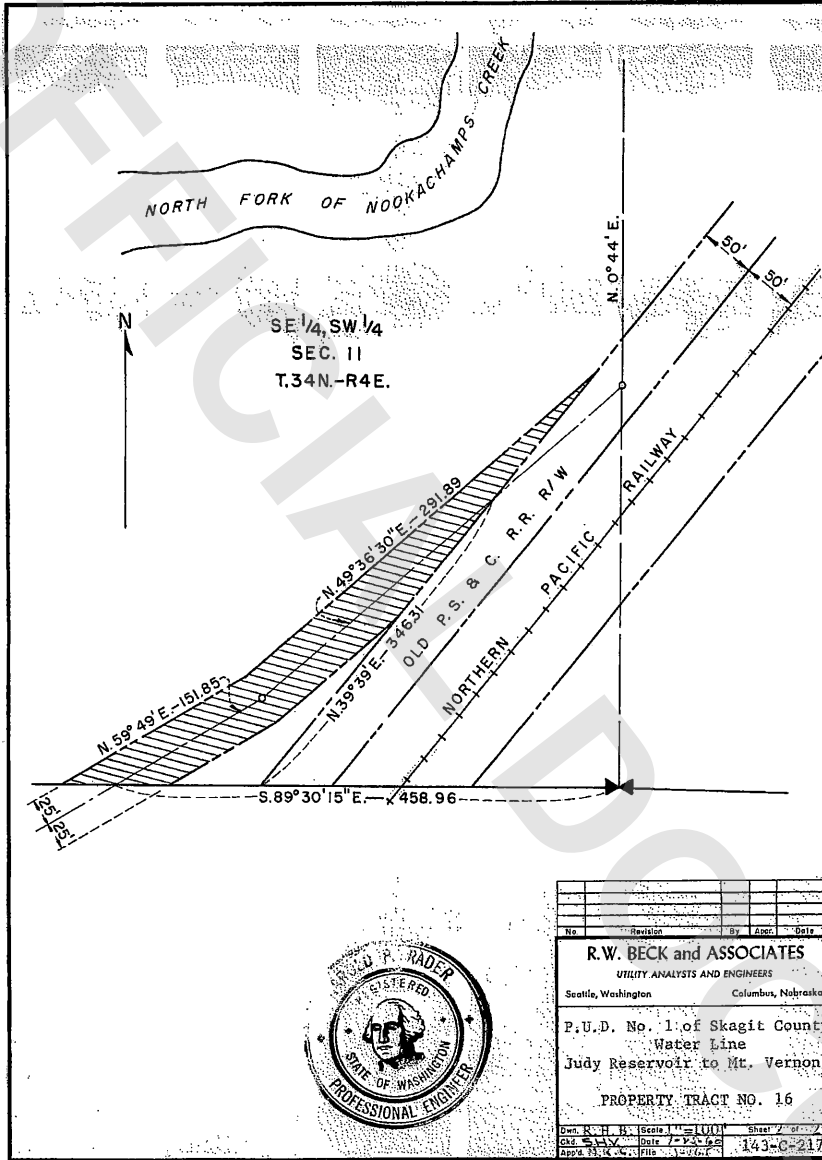
Beginning at the most Southerly corner of the below described Parcel "A"; Thence North 60° 07' 16" West along the Southwesterly line thereof, 30.00 feet; Thence North 29° 52' 44" East 423.87 feet to a point on the Northeasterly line of the below Parcel A"; Thence South 56° 41' 17" East along said line, 30.00 feet; Thence South 29° 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° 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° 41' 17" East, along a line that would connect to the aforementioned Point "A", a distance of 1363.83 feet; thence South 29° 52' 18" West 422.07 feet, to a point which lies South 60° 07' 16" East from the true point of beginning; thence North 60° 07' 16" West 1460.34 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

Easement Map



| No. | Revision | By | Date |
|--|----------|-------|-----------|
| | | | |
| R.W. BECK and ASSOCIATES UTILITY ANALYSTS AND ENGINEERS Seattle, Washington Columbus, Nebraska | | | |
| P.U.D. No. 1 of Skagit County Water Line Judy Reservoir to Mt. Vernon | | | |
| PROPERTY TRACT NO. 16 | | | |
| Drawn | R. H. B. | Scale | 1" = 100' |
| Checked | W. V. | Date | 7-1-54 |
| Approved | W. V. | Title | 143-C-217 |

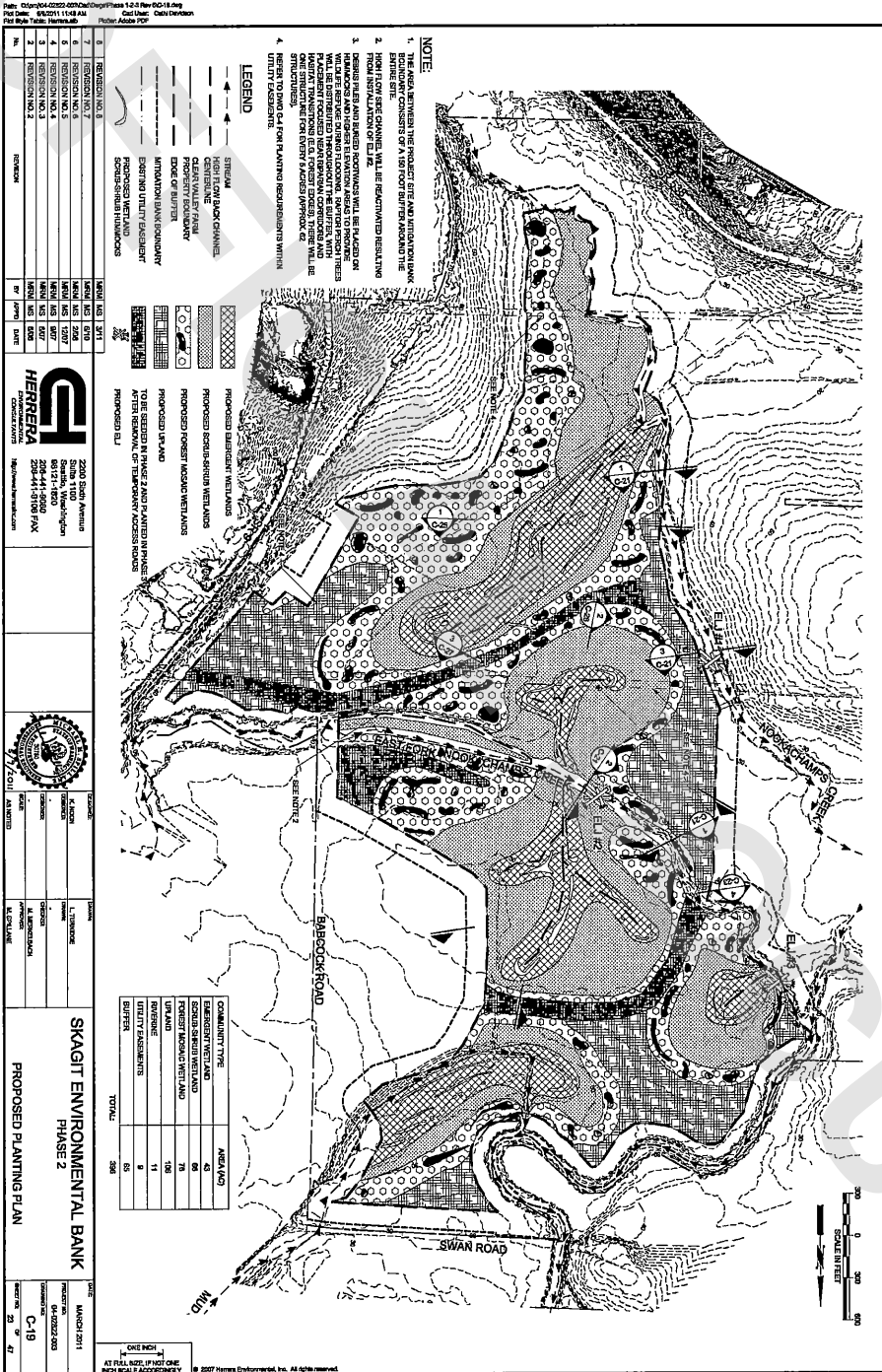
EXHIBIT "C"

Easement Legal Description

A strip of land 50 feet in width lying 25 feet on each side of the following described centerline:

Beginning at a point on the south line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, Township 34 North, Range 04 East, W.M., from which point the south $\frac{1}{4}$ corner of said Section 11 bears South 89°30'15" East, a distance of 458.96 feet; thence North 59°49' East, a distance of 151.85 feet to a point; thence North 49°36'30" East, a distance of 291.89 feet to a point on the west line of the abandoned right-of-way of the Puget Sound and Cascade Railroad, which point lies North 39°39' East, a distance of 346.31 feet from the south line of said Section 11 along said west line of the Puget Sound and Cascade Railroad right-of-way. Containing 0.509 acres more or less.

Situated in Skagit County, Washington.

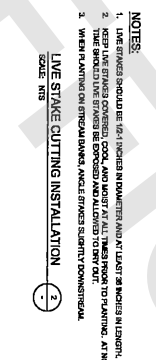


Planting Details C-19

EXHIBIT "D"

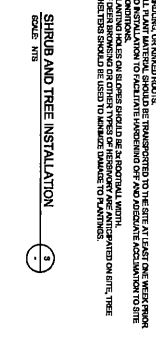
Plot: C:\projects\2022\2202\2202\2202\Phase 1.dwg Rev: 02-22.dwg
 Plot Date: 08/22/2022 10:51:04 AM
 Plot Title: Wetland Planting
 Plot Author: JCH

| | | | | | | | |
|--|----------------|--|-----|--|----------------|--|-----|
| 2200 50th Avenue Suite 1100 HERRERA CORPORATION 208 441 4000 508 441 5100 FAX www.herrera-corp.com | | 2200 50th Avenue Suite 1100 HERRERA CORPORATION 208 441 4000 508 441 5100 FAX www.herrera-corp.com | | 2200 50th Avenue Suite 1100 HERRERA CORPORATION 208 441 4000 508 441 5100 FAX www.herrera-corp.com | | 2200 50th Avenue Suite 1100 HERRERA CORPORATION 208 441 4000 508 441 5100 FAX www.herrera-corp.com | |
| NO. | DESCRIPTION | DATE | BY | NO. | DESCRIPTION | DATE | BY |
| 1 | REVISION NO. 6 | 08/22/2022 | JCH | 1 | REVISION NO. 6 | 08/22/2022 | JCH |
| 2 | REVISION NO. 5 | 08/22/2022 | JCH | 2 | REVISION NO. 5 | 08/22/2022 | JCH |



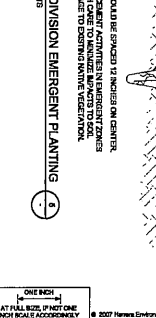
NOTES:

1. LINE STAKES SHOULD BE 27 INCHES IN HEIGHT AND AT LEAST 3/4 INCHES IN DIAMETER.
2. THE SPACING OF THE STAKES SHOULD BE 10 FEET ON CENTER.
3. WHEN PLANTING ON STEEP BANKS, ANGLE STAKES SLIGHTLY DOWNHILL.



NOTES:

1. PLANT MATERIAL SHOULD BE PLANTED AT AN ANGLE OF 45 DEGREES TO THE HORIZONTAL.
2. ALL PLANT MATERIAL SHOULD BE TRANSPORTED TO THE SITE AT LEAST ONE WEEK BEFORE PLANTING.
3. PLANTING HOLES ON SLOPES SHOULD BE SLOTTED WITHIN PLANTING HOLES TO FACILITATE PROPER DRAINAGE AND PREVENT EROSION.
4. SLITS SHOULD BE USED TO MINIMIZE DAMAGE TO PLANTS.



NOTES:

1. EMERGENT PLANTS SHOULD BE SPACED 18 INCHES ON CENTER.
2. PLANTING AND DEMONSTRATION ACTIVITIES IN SENSITIVE ZONES SHOULD BE LIMITED TO MAINTAINING VEGETATION.



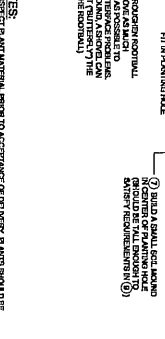
NOTES:

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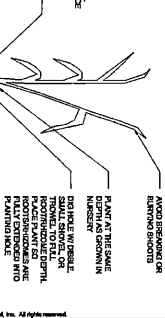
NOTES:

1. REMOVE ROOTS OF PLANTS TO BE REMOVED FROM PLANTING AREA.
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NOTES:

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4. SLITS SHOULD BE USED TO MINIMIZE DAMAGE TO PLANTS.



NOTES:

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2. PLANTING AND DEMONSTRATION ACTIVITIES IN SENSITIVE ZONES SHOULD BE LIMITED TO MAINTAINING VEGETATION.



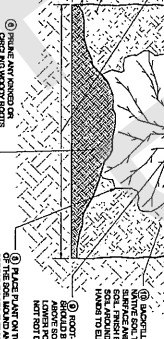
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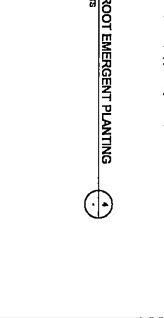
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NOTES:

1. PLANT MATERIAL SHOULD BE PLANTED AT AN ANGLE OF 45 DEGREES TO THE HORIZONTAL.
2. ALL PLANT MATERIAL SHOULD BE TRANSPORTED TO THE SITE AT LEAST ONE WEEK BEFORE PLANTING.
3. PLANTING HOLES ON SLOPES SHOULD BE SLOTTED WITHIN PLANTING HOLES TO FACILITATE PROPER DRAINAGE AND PREVENT EROSION.
4. SLITS SHOULD BE USED TO MINIMIZE DAMAGE TO PLANTS.



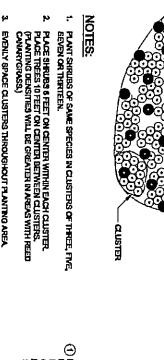
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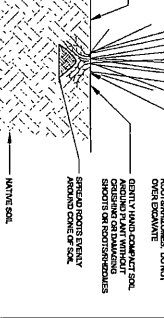
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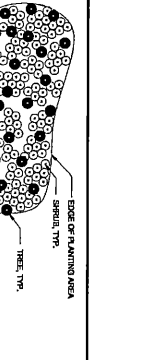
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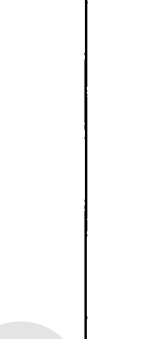
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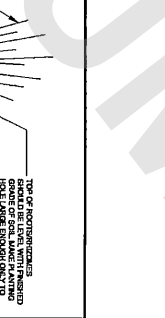
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 PROJ: 00000004-02022-0202ac-020g-0000-0000
 PLAN: 00000004-02022-0202ac-020g-0000-0000

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

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PROPOSED PLANTING LIST

| SCIENTIFIC COMMON NAME | SCIENTIFIC NAME | WETLAND INDICATION STATUS |
|------------------------|-----------------|---------------------------|
| BLACK OAK | QUERCUS ALBA | W1C |
| ... | ... | ... |

| SECTION | DATE | BY | APP'D | DATE |
|----------|----------|-----|-------|----------|
| DESIGNED | 01/15/19 | ... | ... | 01/15/19 |
| ... | ... | ... | ... | ... |

SKAGIT ENVIRONMENTAL BANK
 PLANTING LIST


GENERAL NOTES:

- THE PLANT LIST IS SUBMITTED AND MAY BE CHANGED BASED ON LOCAL AVAILABILITY.
- ALL PLANTS, EXCEPT AS NOTED, SHALL BE NURSERY CONTAINERS GROWN ANNUALLY OR ONE YEAR AND CONTAINERIZED PERI AND GRAPNELLES. PLANT MATERIAL TO BE SUPPLIED BY COMMERCIAL SUPPLIER AS APPROVED BY THE ENGINEER. PLANT MATERIAL SHALL BE SUBJECT TO INSPECTION BY THE ENGINEER.
- PLANTS SHALL BE BARRICADED THROUGHOUT EACH PLANTING ZONE. LAYOUT OF ALL PLANT MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RIGHTS OF ACCESS TO THE PLANTING SITES.
- ALL PERMITS AND TREE PLANTING, INCLUDING CONCEPTS, SHALL OCCUR DURING THE PRELIMINARY DESIGN PHASE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RIGHTS OF ACCESS TO THE PLANTING SITES.

BUFFER PLANTING NOTES:

- THE OWNER REPRESENTATIVE SHALL BE RESPONSIBLE FOR VERIFYING THAT THE BUFFER PLANTS ARE PLANTED IN THE CORRECT LOCATION AND TO PROVIDE A WRITTEN REPORT TO THE ENGINEER.
- THE BUFFER PLANTS SHALL BE PLANTED IN THE CORRECT LOCATION AND TO PROVIDE A WRITTEN REPORT TO THE ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RIGHTS OF ACCESS TO THE PLANTING SITES.
- IN AREAS EXISTING THROUGHOUT ENVIRONMENTAL CONDITIONS, SPECIES WILL BE PLANTED ACCORDING TO THE BUFFER PLANTING LIST.

| SECTION | DATE | BY | APP'D | DATE |
|----------|----------|-----|-------|----------|
| DESIGNED | 01/15/19 | ... | ... | 01/15/19 |
| ... | ... | ... | ... | ... |



2000 State Avenue
 Suite 100
 Skagit Valley, WA 98287
 360.833.8888
 360.833.8899 FAX

HERRERA
 CONSULTING ENGINEERS

DATE: 01/15/2019 15:16:48 AM
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Planting Details C-24