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Skagit County Auditor

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

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Josie Bear  
DATE 9-29-21

DOCUMENT TITLE: TEMPORARY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Paul S. Van Dyck, an unmarried person.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within Lot 15 "Samish River Park, Division No 1" as per plat recorded in Volume 9 of Plats, pages 43 and 44.

ASSESSOR'S TAX / PARCEL NUMBER(S): P68691 (Xref ID: 3990-000-015-0009).

**TEMPORARY EASEMENT**

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

The undersigned, **Paul S. Van Dyck**, an unmarried 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 construction of bank stabilizing large woody debris 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 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 represents and warrants 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" and Exhibit "B"), 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, and installation of bank stabilizing large wood and riparian plantings 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 a substantially similar 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 (including for the workplace safety of the County's employees, agents, or representatives while performing Project work on the Landowner's Property). 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:

*Paul S. Van Dyck*

Paul S. Van Dyck

DATED this 9<sup>th</sup> day of September, 2021.

STATE OF WASHINGTON

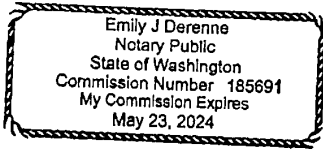
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Paul S. Van Dyck**, an unmarried person, is/are the person(s) who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he executed the forgoing instrument as his duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 9 day of September, 2021.

(SEAL)



*Emily Derenne*  
\_\_\_\_\_  
Notary Public  
Print name: EMILY DERENNE  
Residing at: Bellingham WA  
My commission expires: 5/23/24

DATED this 15 day of September, 2021.

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

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

\_\_\_\_\_  
Peter Browning, Commissioner

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

Attest:

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

Authorization per Resolution R20160001

Susha Gagne  
County Administrator

Recommended:

Don Beunk  
Department Head

Approved as to form:

[Signature] 9/14/21  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]  
Risk Manager

Approved as to budget:

Susha Gagne  
Budget & Finance Director

**EXHIBIT "A"**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN PARCEL NUMBER P68691, BEING A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., FURTHER DESCRIBED IN EXHIBIT "D" OF THIS DOCUMENT, EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 20.00 FEET OF SAID PARCEL BETWEEN THE EAST BANK OF THE SAMISH RIVER'S ORDINARY HIGH-WATER MARK AND A LINE 35.00 FEET EASTERLY OF AND PARALLEL WITH SAID ORDINARY HIGH-WATER MARK.

CONTAINING AN AREA OF  $\pm 0.02$  ACRES, MORE OR LESS,

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 installation of bank stabilizing large wood, removal of invasive vegetation, and planting riparian vegetation.

Parcel Number: P68691  
Address: 7022 Steelhead Lane  
Burlington, WA 98233  
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 the Samish River. The Project goal is to reduce the potential for fine sediment inputs into the Samish River by reducing erosion along the bank. The Project includes the installation of bank stabilizing large wood and riparian vegetation in an effort to improve water quality on site for the protection, improvement, and enhancement of downstream saltwater shellfish habitat. In total the area is 0.06 acres.

**Bank Stabilization**

During the summer in-water working months, approximately 20 feet along the Samish River will have large woody debris installed (Figure 1). A small wood structure will be placed with coir lifts installed to further stabilize the banks and allow for additional planting area. The placement of logs will be field fit but will follow the approach laid out in Figure 1. The start time of this work will be dictated by receipt of permits. Landowner recognizes and agrees that this Project is not intended to provide any flood control protection or benefit.

**Maintenance and Monitoring**

Skagit County is completing a portion of this Project on the southern parcel (P68690) under a separate Temporary Easement. During monitoring of those plantings (at years 1, 2, 3, 5, and possibly 7 and 10) this Project will be assessed for functionality. There is no active maintenance on the bank stabilizing features after installation.

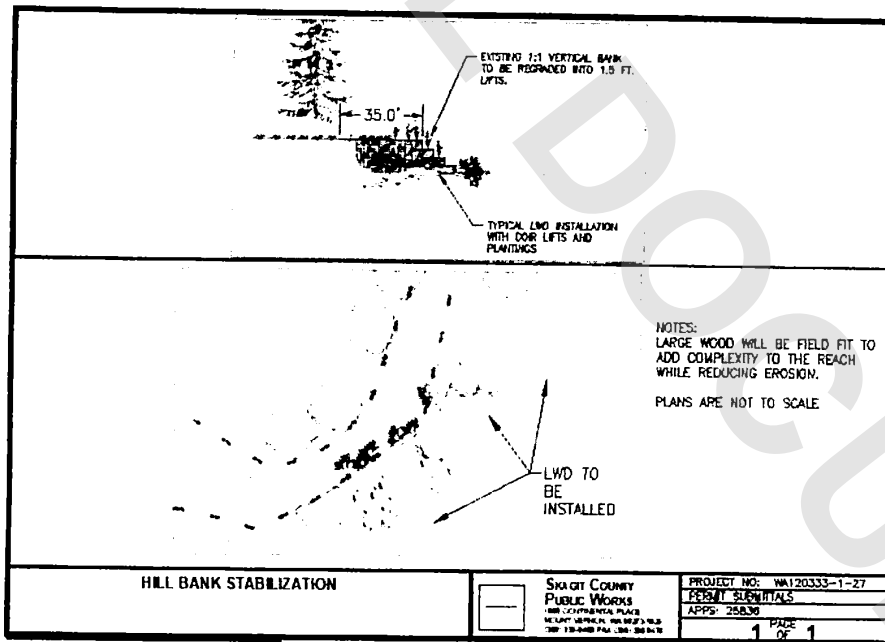


Figure 1. Bank Stabilizing Wood schematic



**EXHIBIT "D"**  
**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY**

PER STATUTORY WARRANTY DEED UNDER AUDITOR'S FILE NO.  
201712290007, RECORDED OF SKAGIT COUNTY, WASHINGTON;

LOT 15, "SAMISH RIVER PARK, DIVISOIN NO. 1," AS PER PLAT RECORDED IN  
VOLUME 9 OF PLATS, PAGES 43 AND 44, RECORDS OF SKAGIT COUNTY,  
WASHINGTON.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.