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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

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): Clifford Hill and Joy Hill, a married couple

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within LOT 14, SAMISH RIVER PARK NO 1, RECORDED IN VOLUME 9 OF PLATS, PAGES 43 AND 44, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ASSESSOR'S TAX / PARCEL NUMBER(S): P68690 (Xref ID: 3990-000-014-0000)

**TEMPORARY EASEMENT**

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

The undersigned, Clifford Hill and Joy Hill, 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 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 Landowners' Property is attached hereto as Exhibit "D", and is hereby incorporated by reference.

SKAGIT COUNTY  
Contract # C20210433  
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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 owners of the property described in Exhibit "D" (the "Landowners' Property"), and further represent and warrant 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 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 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 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 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 (including for the workplace safety of the County's employees, agents, or representatives while performing Project work on the Landowners' Property). 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:

[Signature]  
Clifford Hill  
DATED this 18 day of August, 2021.

[Signature]  
Joy Hill  
DATED this 18 day of August, 2021.

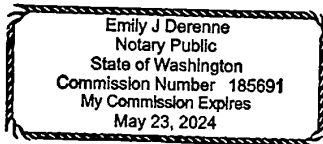
STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Clifford Hill** and **Joy Hill**, a married couple, are the person(s) 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 18 day of August, 2021.

(SEAL)

[Signature]  
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 Yegne  
County Administrator

Recommended:

Dan Beunk  
Department Head

Approved as to form:

[Signature] 8/31/21  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]  
Risk Manager

Approved as to budget:

Susha Yegne  
Budget & Finance Director

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

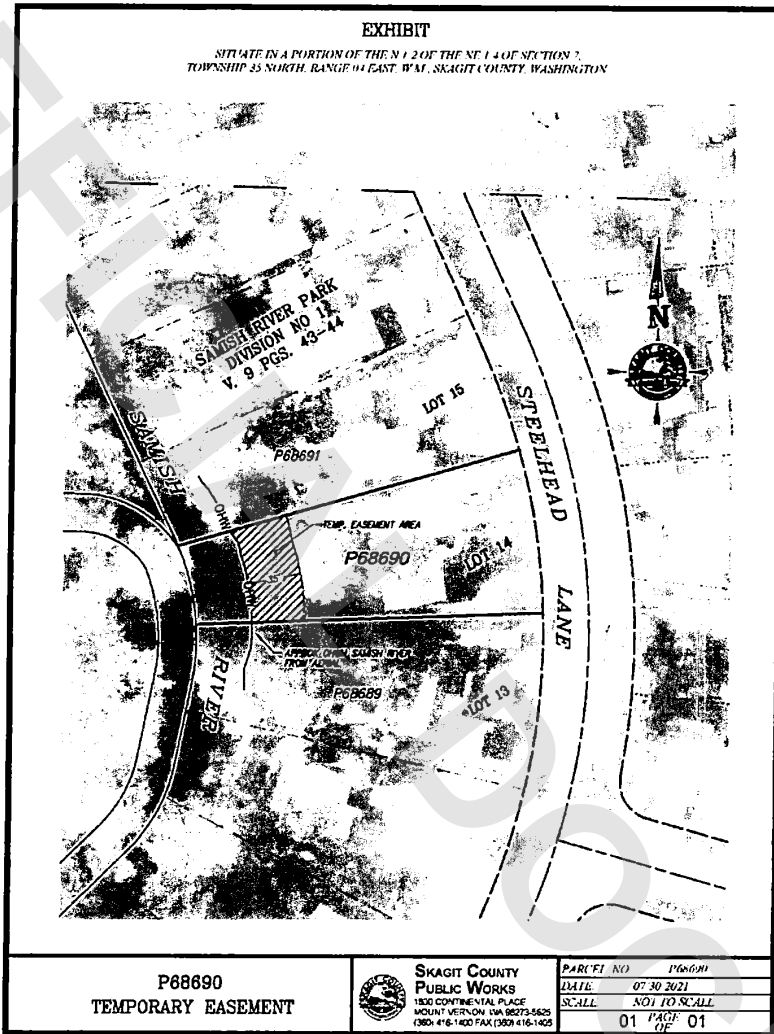
A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN PARCEL NUMBER P68690, BEING A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., FURTHER DESCRIBED IN EXHIBIT "D" OF THIS DOCUMENT, EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID PARCEL LYING EASTERLY OF THE EAST BANK OF THE SAMISH RIVER AT THE ORDINARY HIGH WATER MARK TO A LINE 35.00 FEET EAST OF AND PARALELL WITH SAID ORDINARY HIGH WATER MARK;

CONTAINING AN AREA OF  $\pm 0.05$  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: P68690  
Address: 7040 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 Landowners' 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 55 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. Access will require removal of fence along the northern property line. The County will remove the fence in such a condition that the Landowners can reinstall. Should any posts be damaged, the County will provide replacement posts but will not reinstall the fence. Landowners recognize and agree that this Project is not intended to provide any flood control protection or benefit.

**Planting**

Following construction, County staff or a County consultant will begin planting in the winter of 2021/2022 or 2022/2023. Installation of native trees and shrubs along the stream will occur. Plantings along the stream will be a mix of conifer, deciduous trees, and shrubs. Approximately 15 native species will be installed. Plants will be low growing within their view corridor with the conifers and taller deciduous trees along the sides of the planting area.

**Maintenance**

Maintenance will be conducted for three years from the latest planting date. Maintenance will occur on one site visit per year to ensure the plants are not being overwhelmed by non-natives invasive plants. Maintenance will include mowing and may include spraying and will occur in mid-summer. Maintenance will occur by County staff or a County contractor.

**Monitoring**

Planting sites are monitored for 3-years following establishment, by staff during the time when the Project is active. Plots are sampled in years 1, 2, and 3.

Planting maintenance is intended to achieve at least 80% survival of installed plants or 190 shrubs per acre is met in year 3 following planting. Vegetation survival will be monitored annually during the early summer. If survival rates of less than 80% are observed by the 3<sup>rd</sup> season following planting, then additional plants will be installed in the summer of 2023.



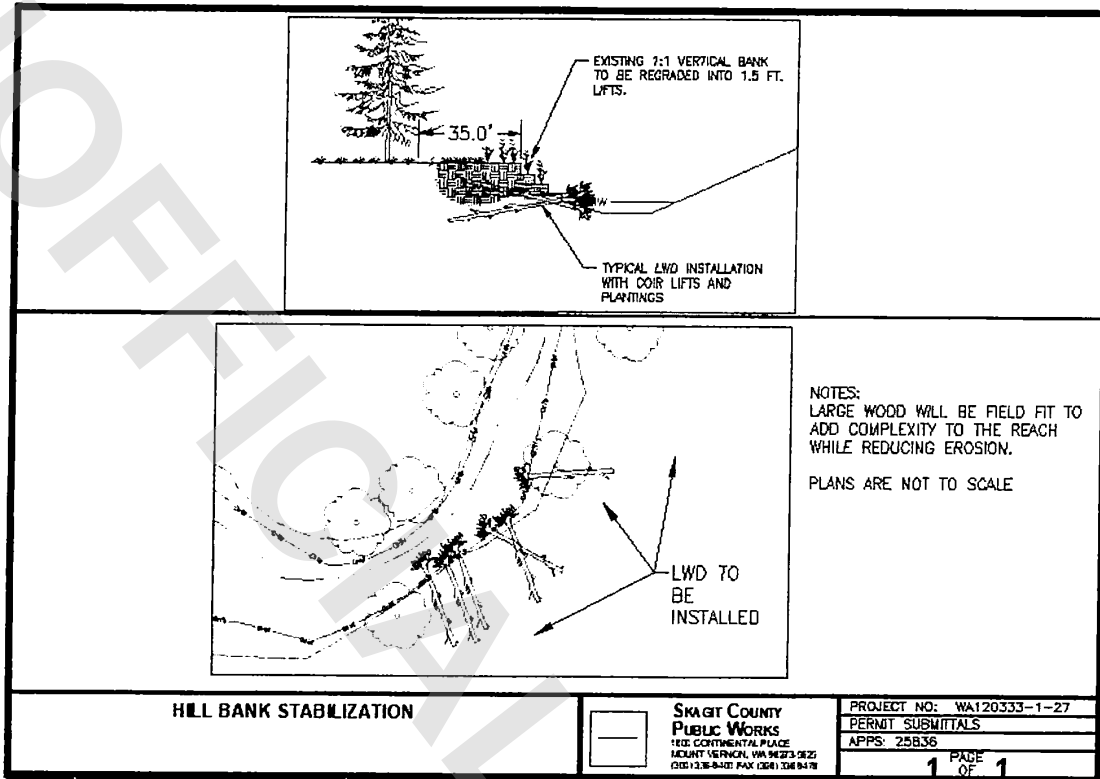


Figure 1. Bank Stabilizing Wood schematic

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

PER STATUTARY WARRANTY DEED UNDER AUDITOR'S FILE NO.  
201606300028, RECORDED IN RECORDS OF SKAGIT COUNTY, WASHINGTON;

LOT 14, SAMISH RIVER PARK, DIVISION NO. 1, ACCORDING TO THE PLAT  
THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 43 AND 44, RECORDS  
OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.