

Recording Requested By And
When Recorded Mail To:

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



201203210001
Skagit County Auditor

3/21/2012 Page 1 of 12 8:40AM

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

SKAGIT COUNTY
Contract # C20120103
Page 1 of 12

GRANTOR(S): **Carol Ann Pederson**, a single woman.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within a portion of THE NORTH 20 RODS OF THE NW1/4 SE1/4 OF SEC 9, TWP 35, RNG 8; EXCEPT THE EAST 267 FEET; ALSO EXCEPT ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF PROPERTY CONVEYED TO CHARLES A COLE BY DEED RECORDED IN VOL 35 OF DEEDS PG 381; LESS ROAD RI & E 267FT OF N 20RDS OF NW1/4 SE1/4.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P43610** and **P43609** (Xref ID: 350809-4-006-0008, 350809-4-005-0009)

TEMPORARY EASEMENT

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

The undersigned, **Carol Ann Pederson**, a single woman (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 any livestock fencing, 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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 21 2012

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

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 improvement and enhancement of water quality and fish habitat in Skagit County streams.

1.2 Landowner represents and warrants to the County that the Landowner is the legal owner(s) of the property described in Exhibit "D" (the "Landowner's Property"), and further represent and warrant 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 Landowner recognizes and agrees that County's agents may include, but are not limited to, Skagit Fisheries Enhancement Group and the Washington State Department of Ecology (only for the purposes of viewing, confirming project progress, and continued vegetation preservation during the term of this Temporary Easement).

1.5 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.

1.6 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 one (1) week 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"), 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 removal of invasive vegetation, replanting with native vegetation, relocation of existing fencing and bank stability work 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 following this three (3) year period.



2.1.3 Project Preservation. Landowner agrees 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, removing any fencing intended to exclude livestock from the watercourse 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. Repair and maintenance of the fence is the sole responsibility of the Landowner, and 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 (which consists of native vegetation planting and installation of fencing), 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. 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.



DATED this 24th day of February, 2012.

GRANTOR:

Carol Ann Pederson
Carol Ann Pederson

STATE OF WASHINGTON

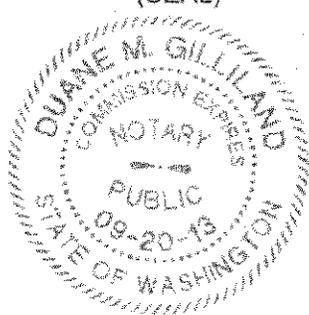
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Carol Ann Pederson, a single woman is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 24th day of February, 2012.

(SEAL)



Duane M. Gilliland
Notary Public
Print name: Duane M. Gilliland
Residing at: Mount Vernon, WA
My commission expires: 9/20/13



GRANTEE:

DATED this 19 day of March, 2012.

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

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Chairman

Sharon D. Dillon

Sharon D. Dillon, Commissioner

Ron Wesen

Ron Wesen, Commissioner

Attest:

Linda Hummer

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Henry Hoff

Department Head

County Administrator

Approved as to form:

[Signature] 3/12/12

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]

Risk Manager

Approved as to budget:

[Signature]

Budget & Finance Director



201203210001

Skagit County Auditor

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Kenneth A. Dahlstedt, Sharon D. Dillon and/or Ron Wesen is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 19 day of March, 2012.

(SEAL)

Linda A. Hammons
Notary Public

Print name: Linda Hammons

Residing at: Skagit County, WA

My commission expires: 10-1-2015

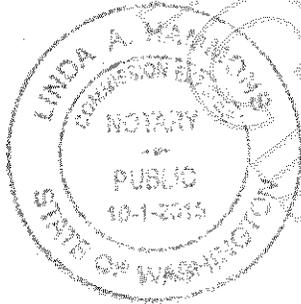


EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

The temporary easement is in two sections.

Section A, begins at the most northwesterly corner of Skagit county tax parcel P43610, more particularly described as the North 20 rods of the Northwest Quarter of the Southeast Quarter of Section 9, Township 35 North, Range 8 East, W.M., except any portion thereof lying within the boundaries of property conveyed to Charles a. Cole by deed recorded in Volume 35 of Deeds, Page 381, Records of Skagit county, Washington.

Also excepting from the above all road rights of way.

Subject to: easement for electrical transmission and distribution lines granted by a. Fred Carlson and Anna a. Carlson, his wife, to Pacific Northwest Traction company, a corporation, by instrument dated November 19, 1912, recorded November 22, 1912 in Volume 90 of Deeds, Page 528, under Auditor's file number 93838. Records of Skagit County, Washington;

Is based on the conditions present in February 2011;

Thence southerly along the west property line to a point where the property line heads easterly;

Thence along the property line easterly to a point where the property line heads southerly;

Thence southerly to a point 35 feet from the ordinary high water mark (OHWM) of the southern bank of Lorenzan creek;

Thence southeasterly maintaining an approximate 35 feet from the OHWM of the south bank of Lorenzan creek to a point 35 feet from the eastern most edge of the westerly pond on Lorenzan creek;

Thence north to the OHWM of the southern edge of the most westerly pond;

Thence around the westerly edge of the pond so as not to include it to a point along the OHWM of the northern bank of Lorenzan creek, located between the western and the middle ponds;

Thence along the OHWM of Lorenzan creek to the most westerly edge of the middle Lorenzan creek pond;

Thence along the northern edge of the middle pond to a point 50 feet from the OHWM of northern bank of Lorenzan creek and on the eastern edge of the middle pond;

Thence easterly to a point 90 feet from the OHWM of the northern bank of Lorenzan creek and adjacent to the OHWM on the western bank of the Fish Creek;

Thence northwesterly 95 feet along the OHWM of the western bank of the Fish Creek;

Thence northeasterly to a point 95 feet south of the northern property line and 355 feet west of the eastern parcel line for Skagit County tax parcel P43610;



Thence along the eastern bank of the Fish Creek, maintaining an approximate 35 feet from the OHWM of the eastern bank of Fish Creek to a point where Fish Creek goes through a culvert;

Thence westerly approximately 70 feet to a point 35 feet from the OHWM of the western bank of Fish Creek;

Thence southerly to a point 35 feet from the OHWM of the northern boundary of the middle pond on Lorenzan creek;

Thence westerly, maintaining 35 feet from the northern OHWM of the middle pond to a point 35 feet north of the northeastern most point of the middle pond;

Thence northwesterly to a point 35 feet from the OHWM of the northern edge of the western pond;

Thence southwesterly around the west pond, maintaining 35 feet from the OHWM to a point 35 feet from the northern OHWM of Lorenzan Creek;

Thence generally westerly maintaining an approximate 35 feet from the northern bank of Lorenzan Creek to the most northeastern corner of Skagit County tax parcel P43611;

Thence northwesterly maintaining an approximate 35 feet from the OHWM of the northern bank to a point 35 feet from the OHWM of the eastern bank of Lorenzan and 60 feet north of the northern property boundary of Skagit County tax parcel P43611;

Thence northerly, maintaining 35 feet from the eastern bank of Lorenzan Creek;

Thence, returning to the true point of the beginning.

Section B, commences at the most southeasterly corner of Skagit county tax parcel P43610, as described above;

Thence 35 feet westerly along the southern property boundary;

Thence northerly 35 feet to the **TRUE POINT OF BEGINNING**;

Thence 35 feet northerly;

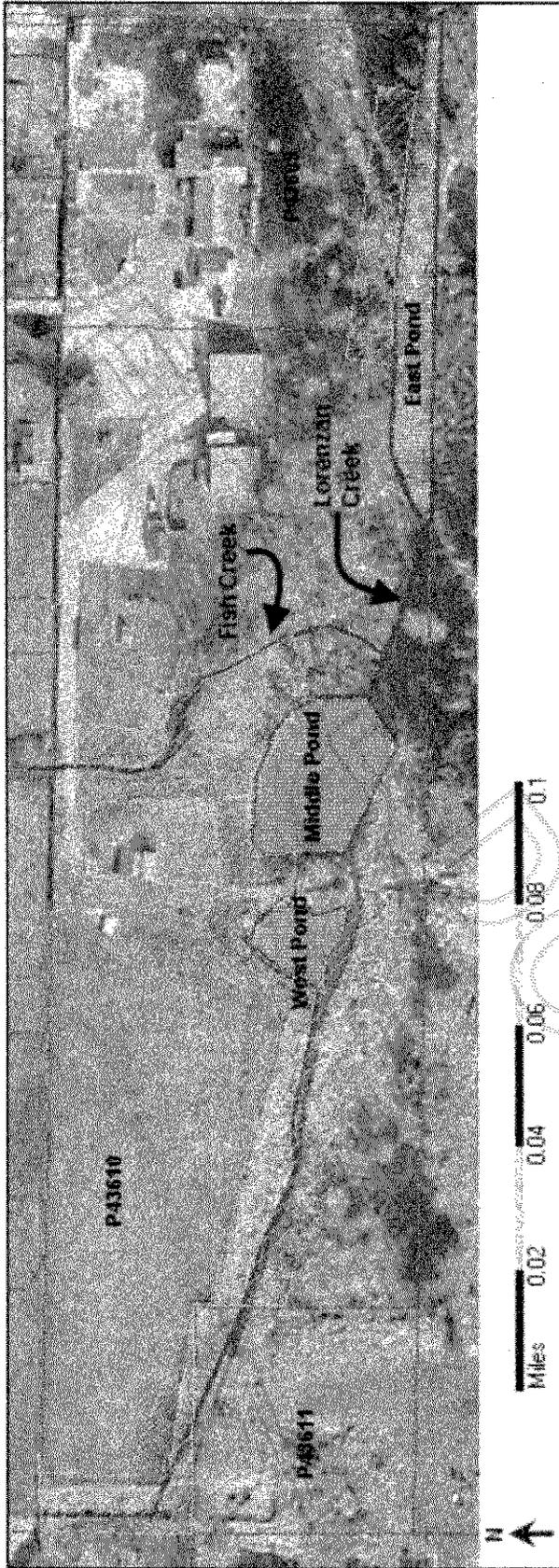
Thence easterly maintaining an approximate 35 feet from the ordinary high water mark (OHWM) of the northern edge of the most easterly pond on Lorenzan creek to a point 55 feet from the most easterly property line of Skagit county tax parcel p43609;

Thence southerly 35 feet to the OHWM of the northern edge of the most easterly pond on Lorenzan creek;

Thence westerly along the OHWM of the northern boundary of the easterly pond on Lorenzan creek **returning** to the true point of beginning.



EXHIBIT "B"
 GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This easement includes the area required for removal of invasive vegetation, replanting with native vegetation, relocation of fencing and large woody debris installation.

Parcel Number: P43609 and P43610
 Address: 7527 Second Street
 Concrete, WA 98237
 Situate in the County of Skagit, State of Washington.



201203210001
 Skagit County Auditor

EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

The Project is designed to improve water quality, reduce sediment delivery and increase riparian shade in Lorenzan Creek and Fish Creek, a tributary to Lorenzan Creek located in Concrete, Washington. The Project will involve fencing and riparian planting. Key Project elements are depicted in Figure 1.

The area along Fish Creek is currently bordered by an area used to house domestic waterfowl east of the creek. Approximately 300-feet of existing fencing will be removed and re-constructed to protect a 35-foot wide riparian buffer along the stream. Chicken houses and shelters within the current fenced area will be relocated. The existing enclosure currently encompasses a portion of fish creek. Fencing will consist of metal t-bars (10-foot spacing) and 4-foot high 2" by 4" wire mesh. H-brace corners will be constructed using 8-foot 4-5 inch round treated wood posts. When possible, existing materials (t-posts and wire mesh fence) will be re-used.

Skagit County will install a small wood structure near the existing waterfowl enclosure to encourage the creek to maintain its current location. This is expected to occur in July 2012.

Native plants will be installed in three locations along Fish Creek and Lorenzan Creek. The Fish Creek plantings (Site A) will consist of a 35-foot wide buffer strip on either side of the stream. Plants will be installed at an approximately 10-foot spacing, and will consist of a variety of native trees and shrubs (Table 1). At least 30 percent of the plants installed in this area will be conifer trees. All plants installed in Site A will be protected using Miracle tubes and/or spiral wraps. Site B consists of a 35 foot wide-buffer strip on the east side of the property. Plant installations in this 0.9 acre area will be similar to those described for Fish Creek site A. Site C consists of a partially forested area along the edge of an existing wetland. The goal of plantings in this area is primarily to increase bank stability and shade, and secondarily to serve as a food source for native wildlife. Site C will involve underplanting of approximately 50 plants from the list provided in Table 1. In all approximately 725 plants will be installed on approximately 1.65 acres.

Site maintenance will continue through 2014. Maintenance will consist of weed-eating around plants, and hand spraying herbicide to invasive plants. Maintenance will occur at least once per season. The landowner will be notified at least 48 hours prior to any construction or maintenance activities. Protective tubes will be removed prior to Project completion.





Figure 1. Pederson site plan



EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

NORTH 20 RODS OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., EXCEPT ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF PROPERTY CONVEYED TO CHARLES A. COLE BY DEED RECORDED IN VOLUME 35 OF DEEDS, PAGE 381, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ALSO EXCEPTING FROM THE ABOVE ALL ROAD RIGHTS OF WAY.

SUBJECT TO: EASEMENT FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION LINES GRANTED BY A. FRED CARLSON AND ANNA A. CARLSON, HIS WIFE, TO PACIFIC NORTHWEST TRACTION COMPANY, A CORPORATION, BY INSTRUMENT DATED NOVEMBER 19, 1912, RECORDED NOVEMBER 22, 1912 IN VOLUME 90 OF FEEDS, PAGE 528, UNDER AUDITOR'S FILE NUMBER 93838.

AS PER INSTRUMENT NUMBER 8007220009,
RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

