

Recording Requested By And
When Recorded Mail To:

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



201208010059

Skagit County Auditor

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SKAGIT COUNTY
Contract # C20120323
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DOCUMENT TITLE: TEMPORARY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): *Marguerite Pitman*, 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 (6.0700 ac) (HCFC) LOT 4 OF SKAGIT COUNTY SHORT PLAT NO. 97-009 RECORDED UNDER AF#200805220006, BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 4 EAST; and (5.5300 ac) (HCFC) LOT 3 OF SKAGIT COUNTY SHORT PLAT NO. 97-009 RECORDED UNDER AF#200805220006, BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 4 EAST; and (13.39 ac) LOT 1 OF SKAGIT COUNTY SHORT PLAT 97-009, RECORDED UNDER AF#200805220006, BEING A PORTION LOCATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 5 EAST, WM.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P127593, P127592 and P51205**
(Xref ID(s): 360531-4-009-0200, 360531-4-009-0100, 360531-4-003-0005)

TEMPORARY EASEMENT

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

The undersigned, **Marguerite Pitman**, 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, *for SPL as described*

easement
AUG 01 2012

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

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 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 the removal of the introduced non-native vegetation, including old-man's beard (*Clematis vitalbis*), and replanting with native vegetation 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 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.



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DATED this 28 day of June, 2012.

GRANTOR:

Marguerite Pitman
Marguerite Pitman

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Marguerite Pitman, a single woman, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they executed the forgoing instrument as his/her/their free and voluntary act for the uses and purposes herein mentioned.

DATED this 28 day of June, 2012.

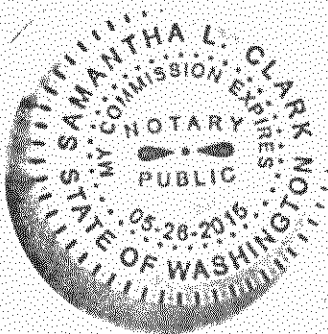
(SEAL)

Samantha L. Clark
Notary Public

Print name: Samantha L. Clark

Residing at: Oak Harbor, WA

My commission expires: 5/26/15



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GRANTEE:

DATED this 23 day of July, 2012.

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

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chairman

ABSENT

Sharon D. Dillon, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Linda Hemmer
Clerk of the Board

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

Recommended:

Henry Hash
Department Head

County Administrator

Approved as to form:

[Signature] 7/3/12
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jessie Neill Harper
Risk Manager

Approved as to budget:

Linda Jagne
Budget & Finance Director



STATE OF WASHINGTON

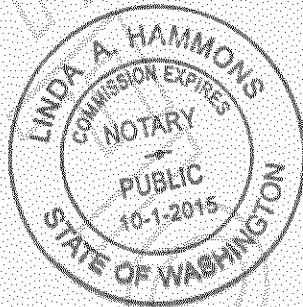
COUNTY OF SKAGIT

} 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 23 day of July, 2012.

(SEAL)



Linda Hammons
Notary Public
Print name: Linda Hammons
Residing at: Skagit County
My commission expires: 10-1-2015



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EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

THE TEMPORARY EASEMENT BEGINS AT THE MOST SOUTHEASTERN CORNER OF SKAGIT COUNTY TAX PARCEL P127593, MORE PARTICULARLY DESCRIBED AS:

(6.0700 ac) (HCFC) LOT 4 OF SKAGIT COUNTY SHORT PLAT NO. 97-009 RECORDED UNDER AF#200805220006, BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 4 EAST.

THENCE NORTHEASTERLY ALONG THE EASTERN PROPERTY LINE THROUGH SKAGIT COUNTY TAX PARCEL P127592, MORE PARTICULARLY DESCRIBED AS:

P127592

(5.5300 ac) (HCFC) LOT 3 OF SKAGIT COUNTY SHORT PLAT NO. 97-009 RECORDED UNDER AF#200805220006, BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 4 EAST.

TO A POINT 65 FEET NORTHERLY OF THE SOUTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P51205, MORE PARTICULARLY DESCRIBED AS:

P51205

(13.39 ac) LOT 1 OF SKAGIT COUNTY SHORT PLAT 97-009, RECORDED UNDER AF#200805220006, BEING A PORTION LOCATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 5 EAST, WM

THENCE SOUTHWESTERLY 125 FEET TO A POINT ALONG THE PROPERTY LINE BETWEEN SKAGIT COUNTY TAX PARCELS P51205 AND P127592 THAT IS 104 FEET FROM THE EASTERN MOST BORDER; THENCE SOUTHWESTERLY 215 FEET TO A POINT ALONG THE PROPERTY LINE BETWEEN SKAGIT COUNTY TAX PARCELS P127592 AND P127593 THAT IS 125 FEET FROM THE EASTERN MOST BORDER; THENCE SOUTHWESTERLY MAINTAINING AN APPROXIMATE 100 FOOT DISTANCE FROM THE ORDINARY HIGH WATER MARK (OHWM) OF THE NORTHERN BANK OF HANSEN CREEK TO A POINT ALONG THE SOUTHWESTERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P127593 THAT IS 90 FEET FROM THE WESTERN PROPERTY LINE; THENCE RETURNING TO THE TRUE POINT OF BEGINNING.

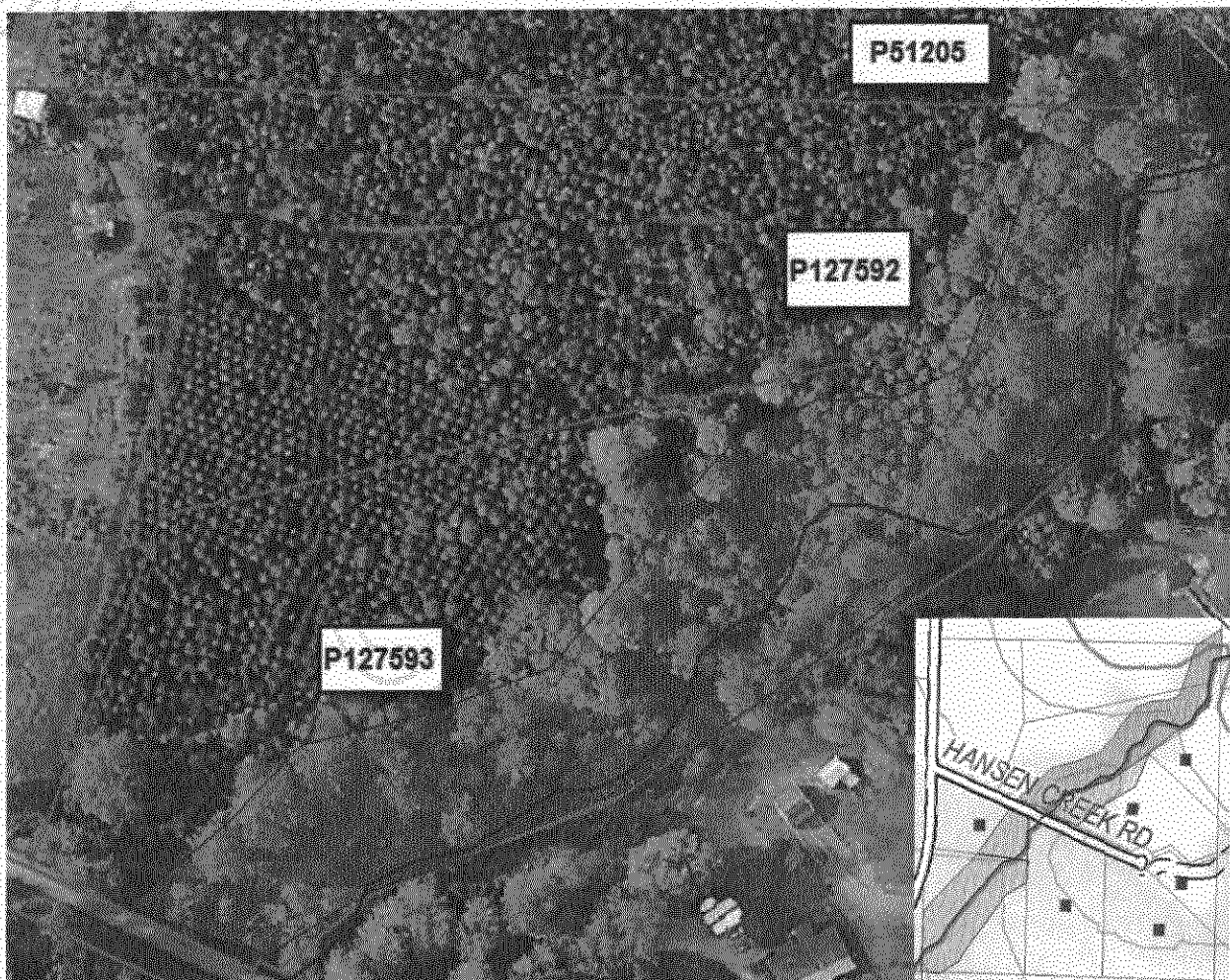


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EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This easement includes the area required for: removal of the invasive old man's beard vine and replanting with native vegetation. The shaded area shown in the inset map denotes the parcel's location in relation to the total Project area.

Parcel Numbers: P127593, P127592, P51205
Address: 5853 Fruitdale Road, Sedro Woolley, 98284
Situate in the County of Skagit, State of Washington



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EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

This parcel is approximately 3.8 acres of the total Project site. The complete restoration and maintenance plan follows:

The Project is designed to improve water quality, reduce sediment delivery and increase riparian shade in the Skagit River and its tributary Hansen Creek. The site is located near Sedro Woolley, Washington. The Project will involve removing invasive plant species at the site and restoring riparian vegetation. Areas that are replanted will be maintained for several years improve planting success.

Non-native plant species such as old-man's beard or clematis (*Clematis vitalbis*) will be manually removed; there is approximately 8.2 acres of forest infested with this exotic plant. Initially clematis, blackberries (*Rubus discolor*), English ivy (*Hedera hibernica*) and reed-canary grass (*Phalaris arundinacea*) will be mowed down using tools such as weed-eaters and chainsaws. All Clematis growing up trees will be 'girdled' from the base of the tree to 4 feet above ground in the summer of 2012. In winter of 2012-13 following leaf fall Clematis on the ground shall be cut down and all parts of the plant shall be removed from the riparian area by Skagit Fisheries Enhancement Group. Some may be piled on weed cloth material for removal at a later date. Clematis rhizomes will be dug up by hand during the winter months to help prevent growth during the following year. Removed Clematis and ivy will be piled into mounds out of the riparian zone on weed cloth material to prevent it from re-rooting. Initial control of all ivy and Clematis will be hauled off site and disposed of properly. The Clematis during the maintenance period is not anticipated to be very significant, and will be left on site for disposal by the Landowner.

After the Clematis is initially removed, approximately 1,600 native plants be under-planted in the infested areas. These would include conifers such as western red cedar, hardwood trees such as Oregon ash and shrubs such as Indian plum. All plants installed in open areas are to be protected with Miracle tubes or spiral wraps to prevent rodent predation. Trees and shrubs that are to be under-planted shall be marked with flagging and/or a stake to help find during maintenance season.

Maintenance of the planted areas will continue through July 2015. Maintenance will occur twice per season in the spring and fall, and will include mechanical removal and herbicide treatment. Remaining plants and new shoots will be treated with herbicide once per year. Treatment will include using foliar spray techniques on the plant leaves and 'painting' the stumps of larger plant vines. Aquamaster, an aquatic herbicide, will be used on areas within ten (10) feet of Hansen Creek. Cornerstone will be used on all other areas. Mechanical maintenance will be done during the late spring to mid-summer period. This involves the use of tools such as chainsaws and weed-eaters. Non-native ornamental plants near Landowner's dwellings shall not be removed or treated.

Landowner will be notified at least one week prior to any construction or maintenance activities, and Landowner will be notified via mail one week prior to herbicide treatment. Skagit Fisheries Enhancement Group will provide signage signifying areas where treatment has taken place. Protective tubes will be removed prior to Project completion.



EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTIES

P127593

(6.0700 ac) (HCFC) LOT 4 OF SKAGIT COUNTY SHORT PLAT NO. 97-009 RECORDED UNDER AF#200805220006, BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 4 EAST.
Situate in the County of Skagit, State of Washington.

P127592

(5.5300 ac) (HCFC) LOT 3 OF SKAGIT COUNTY SHORT PLAT NO. 97-009 RECORDED UNDER AF#200805220006, BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 4 EAST.

P51205

(13.39 ac) LOT 1 OF SKAGIT COUNTY SHORT PLAT 97-009, RECORDED UNDER AF#200805220006, BEING A PORTION LOCATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 5 EAST, WM



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