

Recording Requested By And
When Recorded Mail To:

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



201211270067
Skagit County Auditor

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DOCUMENT TITLE: TEMPORARY EASEMENT

SKAGIT COUNTY
Contract # C20120472
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REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): The Estate of Hattie A. Hillier, via Chad Hillier, as Personal Representative.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within a portion of SW 1/4 of NW 1/4, 5-35-4, EWM, LESS TAX 2.

ASSESSOR'S TAX / PARCEL NUMBER(S): P35806 (Xref ID: 350405-2-004-0002)

TEMPORARY EASEMENT

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

The undersigned, **The Estate of Hattie A. Hillier, via Chad Hillier, as Personal Representative** (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.

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 installation of a livestock crossing, installation of livestock exclusion fencing, removal of invasive vegetation, and installation of native plants 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, as described in Exhibit "C". 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.

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 27 2012

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



DATED this 30 day of October, 2012.

GRANTOR:

The Estate of Hattie A. Hillier

By: [Signature]
Chad Hillier, as Personal Representative,

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that The Estate of Hattie A. Hillier, via Chad Hillier, as Personal Representative, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute the forgoing instrument on behalf of the The Estate of Hattie A. Hillier, and that he/she executed the forgoing instrument as his/her/ free and voluntary act for the uses and purposes herein mentioned.

DATED this 30th day of October, 2012.

(SEAL)

[Signature]
Notary Public
Print name: Doree Luffe
Residing at: Skagit co
My commission expires: 3/28/14



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GRANTEE:

DATED this 19 day of November, 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 Hammer
Clerk of the Board

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

Recommended:

Henry Hark
Department Head

County Administrator

Approved as to form:

[Signature] 11/27/12
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director



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STATE OF WASHINGTON
COUNTY OF SKAGIT

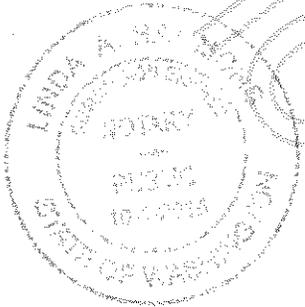
} ss.

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 November, 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 southwestern corner of Skagit County tax parcel P35806, more particularly described as: OPEN SPACE #6 #799159 1975 S 20 RDS of N 40 RDS of SW 1/4 of NW 1/4 LESS TAX 2 W.M.; thence easterly along the southern property line 480 feet to a point 35 feet west of the ordinary high water mark of the western bank of Friday Creek to the **true point of beginning**; thence northerly 358 feet to a point along the northern property line, maintaining an average of 35 feet from the ordinary high water mark on the western bank of Friday Creek; thence easterly along the northern property line 113 feet to a point 35 feet from the ordinary high water mark on the eastern bank of Friday Creek; thence southerly 358 feet to a point along the southern property line, maintaining an average of 35 feet from the ordinary high water mark on the eastern bank of Friday Creek; thence westerly along the southern property line, **returning** to the true point of beginning.



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EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This easement includes the shaded area required for: installation of a livestock crossing and livestock exclusion fencing, removal of invasive vegetation and replanting with native vegetation.

Parcel Number: P35806
Address: 6295 N Green Road
Burlington, WA 98233
Situate in the County of Skagit, State of Washington



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EXHIBIT "C"

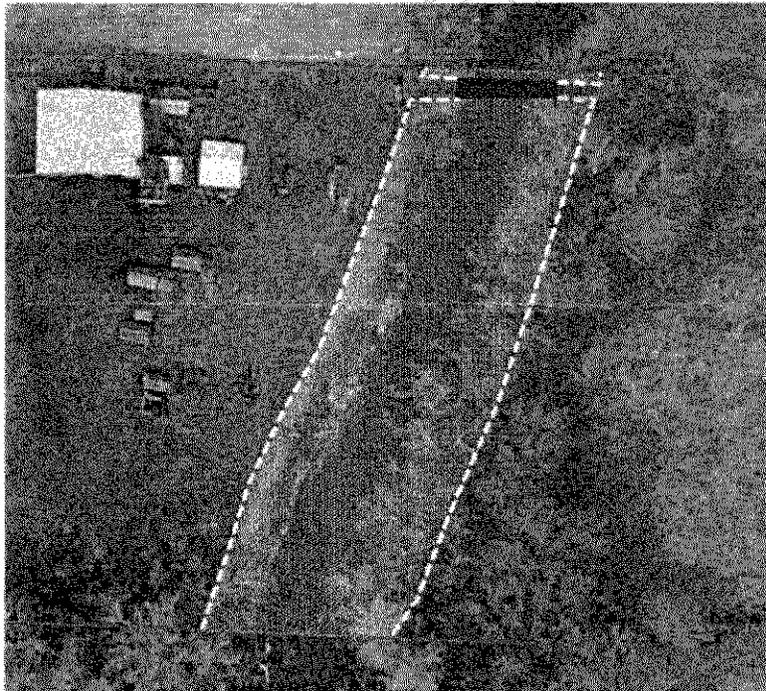
**RIPARIAN RESTORATION AND MAINTENANCE PLAN
SCOPE OF WORK**

The Project is designed to improve riparian habitat and benefit water quality along the Friday Creek (Figure 1). Skagit County will install a 9'6" x 90' railcar bridge as a livestock crossing. Approximately 720 feet of fencing will be installed parallel to Friday Creek on both sides. This fencing will tie into the bridge crossing so that livestock may only utilize the bridge for crossing. Fence will consist of five strand barb wire. The landowner will provide one gate and the County will provide the second gate to be installed at either end of the bridge.

Blackberry and other invasive weeds will be removed from the riparian area and replaced with native trees and shrubs. The planting area will consist of approximately 0.9 acres on either side of Friday Creek. The planting area will extend the entire length of the property for 35 feet on either side of the creek (Exhibit B). The area will be planted with trees and shrubs at a maximum of 8 foot on center. Approximately 750 native plants will be installed. A minimum of 30% of these will be coniferous. A final approved plant list will be completed prior to planting and following site preparations.

Site maintenance will continue through 2015. Maintenance will consist of weed-eating around plants, if necessary and hand spraying herbicide to control blackberries. Landowners will be notified at least 48 hours prior to any construction or maintenance activities. All protective tubing will be removed prior to project completion in 2015.

Work will be completed by Skagit County Public Works with the assistance of the County's agent(s), including the Skagit Fisheries Enhancement Group (SFEG).



Bridge Planting

EXHIBIT "D"

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

The South 20 rods of the North 40 rods of the Southwest quarter of the Northwest quarter of Section 5,
Township 35 North, Range 4 East of W.M., Less Tax 2, approximately 9.20 acres.



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