



201303200100

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 20 2013

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

3/20/2013 Page 1 of 12 3:55PM

DOCUMENT TITLE: TEMPORARY EASEMENT

SKAGIT COUNTY
Contract # C20130108
Page 1 of 12

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Laura Reeves Abshire**, a married woman as her separate estate.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within a portion of Section 20, Township 35, Range 5; Ptn. SW NW.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P40030** (Xref ID:350520-2-006-0000)

TEMPORARY EASEMENT

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

The undersigned, **Laura Reeves Abshire**, a married woman as her separate estate (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 Resource 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 and the installation of livestock exclusion fencing, large woody debris and 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, 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 25th day of February, 2013.

GRANTOR:

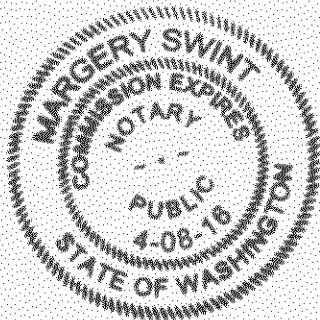
Laura Reeves Abshire
Laura Reeves Abshire

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Laura Reeves Abshire**, a married woman as her separate estate, 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 25th day of February, 2013.

(SEAL)



Margery Swint
Notary Public
Print name: Margery Swint
Residing at: Mount Vernon
My commission expires: 4/8/16



GRANTEE:

DATED this 18 day of March, 2013.

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

Sharon D. Dillon
Sharon D. Dillon, Chair

Ron Wesen
Ron Wesen, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Attest:

Linda Hammer
Clerk of the Board

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

Recommended:

Henry Hall
Department Head

County Administrator

Approved as to form:

[Signature] 3/14/13
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jessie Null Hoyle
Risk Manager

Approved as to budget:

Linda Jagne
Budget & Finance Director



201303200100
Skagit County Auditor

STATE OF WASHINGTON

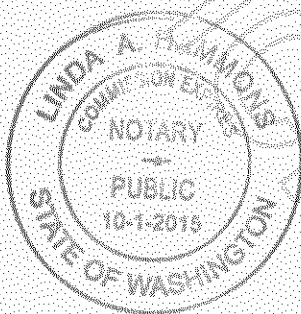
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Sharon D. Dillon, Ron Wesen, and Kenneth A. Dahlstedt are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they 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 18 day of March, 2013.

(SEAL)



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



EXHIBIT "A"

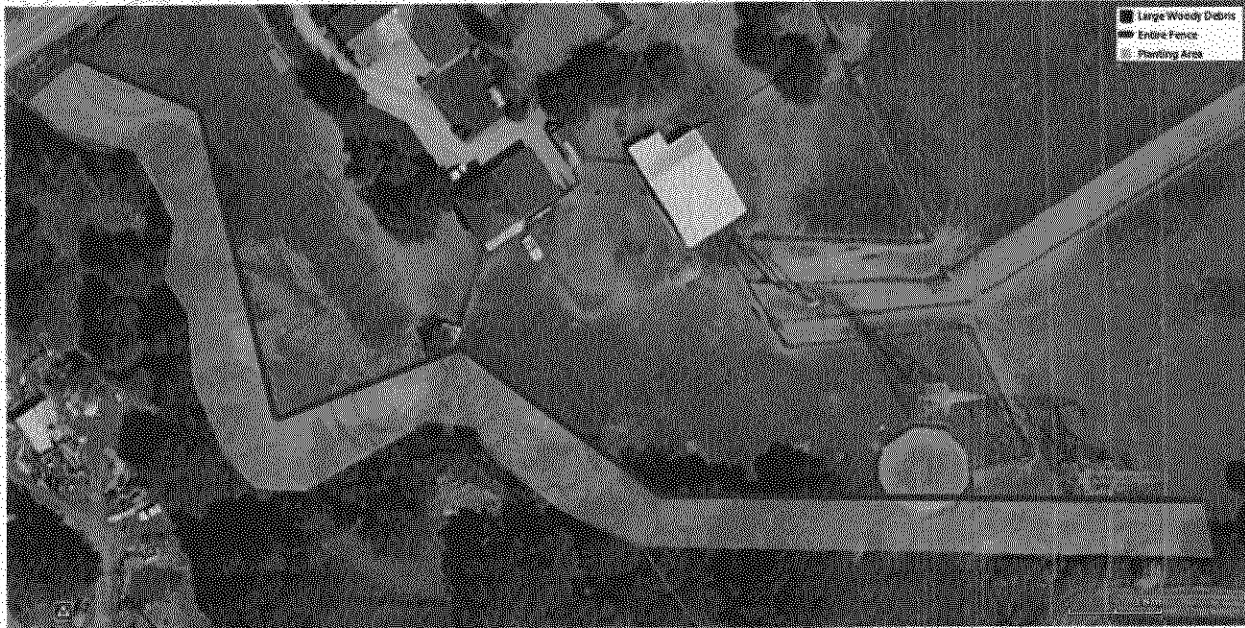
TEMPORARY EASEMENT LEGAL DESCRIPTION

The temporary easement begins at the most northwesterly corner of Skagit County tax parcel P40030, more particularly described as *that portion of the Southwest ¼ of the Northwest ¼ of Section 20, Township 35 North, Range 5 E.W.M., lying Southerly of the State Highway right of way, (formerly the Fairhaven and Southern Railroad right of way) and Easterly of Hansen Creek*; thence along the ordinary high water mark (OHWM) of the eastern bank of Hansen Creek to a point where Hansen Creek leaves the parcel; thence along the southern property line 375 feet; thence northerly 35 feet; thence westerly maintaining 35 feet north of the southern property line to a point 35 feet from the OHWM of the eastern bank of Hansen Creek; thence generally along Hansen Creek maintaining 35 feet from the OHWM of the eastern bank to a point adjacent to the property line; thence southern returning to the true point of beginning.



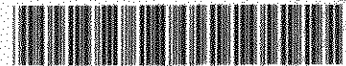
EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This easement includes the shaded area required for installation of large woody debris, livestock exclusion fencing and native vegetation

Parcel Number: 40030
Address: 25080 Minkler Road
Sedro Woolley, WA 98284
Situate in the County of Skagit, State of Washington



201303200100
Skagit County Auditor

EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

The Project is a native plant and shrub planting on Skagit County parcel P40030 located along lower Hansen Creek. The goals of the planting are to improve habitat for fish and wildlife, exclude livestock from the stream, improve filtration of runoff, and reduce levels of noxious weeds. The work will remove Himalayan Blackberry (a class C noxious weed in Skagit County) and re-establish native vegetation from within a 35-foot wide buffer area along the creek and nearby (Figure 1). The planting isn't in any listed wetlands from the National Wetlands Inventory.

The project planting area is located with the historic Skagit River floodplain adjacent to Hansen Creek. The dominant soil type is alluvium and subdominant is alluvial terrace. Both soil types typically support floodplain forest vegetation under natural conditions. The planting will consist of native plant species historically found in such habitat (Collins 2001) but made up of at least 30% coniferous trees.

Plants will be installed at ten-foot spacing and protected using tree tubes secured with bamboo for the first three years to prevent vole predation. Tubes will be removed after the third year of the project. The planting will be designed with a 10 X 20 foot view corridor and picnic area to be left open per the landowner's request (Figure 1). An area of 0.5 acres will be planted along Hansen Creek. An additional 0.2 acres will also be planted along the edge of the property within 180 feet of the creek, within the riparian area. Areas beneath the Bonneville Power Administration (BPA) power lines will be restricted to only shrubs and low-growing trees. Livestock will be excluded from all planting areas by constructing 650 feet of new fence along the Hansen Creek planting and approximately 340 feet of new fence along the additional planting. Fencing will tie into existing fences on the property where possible. Unused segments of old fence will be removed. Fencing will consist of four strands of smooth double-strand wire rope and follow NRCS fencing specifications (Figure 2). The top wire shall not exceed 45 inches in height. Corners and ends of fence strands will be reinforced with H and corner braces made of round treated wood posts. Fence will be attached to metal T-posts and single wood posts between braces at least every 20 feet. Two 12-foot 5-rail aluminum gates will be installed with the fence to provide access to the plantings.

Weed control will be done yearly during the spring and summer months. Weed control will involve mowing around plants with brush-cutters and mowers and applying aquatics approved herbicide to noxious weeds in the project area. The landowner will be notified before spraying commences. Spraying will be scheduled for a day with a low wind forecast, and 24-48 hours prior to a predicted rain event (if possible). Wind conditions will be checked on site and spraying will not occur if winds greater than 10 mph are measured. Herbicide will be applied using backpack sprayers to minimize overspray. All herbicide work will be done under the oversight of a WSDA licensed herbicide applicator.

Implementation will take place during the first year of the project beginning in January/February of 2013. Implementation will include fence construction and removal, preparing the site by removing invasive weeds, planting and protecting plants. Follow-up maintenance will be carried out during the summer from 2013-15. Maintenance will consist of additional weed control (mowing and spraying), replanting if necessary, and removal of plant protectors in year 3.



Figure 1. Riparian Planting Plan and Large Woody Debris Locations

The map displays an aerial view of a riparian area. A proposed fence line is shown as a solid line, and an existing fence line is shown as a dashed line. A view corridor is indicated by a cross-hatched area. A gate is marked with a square symbol. Large woody debris (LWD) locations are marked with black dots. The map includes a north arrow and a scale bar (0 to 360 feet). The legend defines the symbols used. An inset map titled 'AREA OF DETAIL' shows the location of the study area within a larger context, with labels for 'Crestline', 'Sagehen', and 'Clayton'. A logo for 'Sagehen Creek Watershed Council' is also present.

Legend

Pullock Proposed Fence 2010
 Fence
 - - - - - Native Grass
 - - - - - Native Grass
 Pullock Fencing 2001
 Proposed Handlight
 [Square Symbol] Native Grass
 [Cross-hatched Symbol] Riparian planting

AREA OF DETAIL

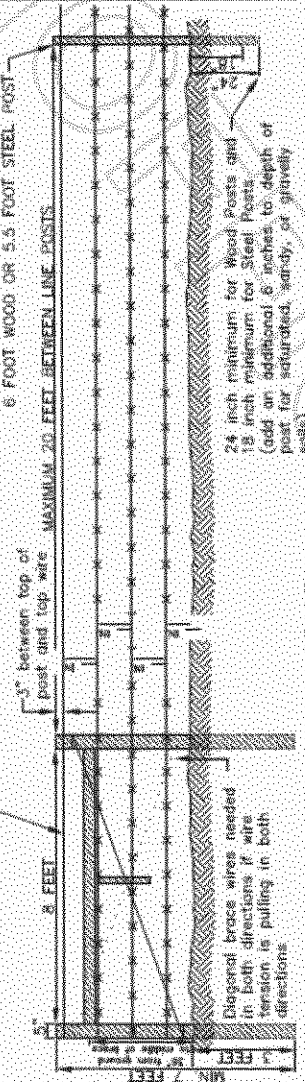
Crestline
 Sagehen
 Clayton

Sagehen Creek Watershed Council

FENCE HEIGHT & WIRE SPACING

Fence Scenario	Min. Wire Height	Max. Wire Height	Additional Comments
domestic livestock control	36"	46"	none
wildlife movement areas		42"	spacing of top 2 wires shall be a minimum of 10" apart
riparian fence		42"	the top wire shall be smooth (not barbed)
very high or very tight fence			wildlife passage must be addressed

Smooth or Barbed non-electrified.



H-BRACE
not to scale

DIRECTION OF PULL

CONSTRUCTION SPECIFICATIONS

- H bracing shall be at all ends and at deflection points in fence direction greater than 12 inches. They shall be spaced no more than 1320 feet apart. At ends and in-line sections they will consist of two posts and one brace. Carriers will consist of 3 posts and two braces.
- Driven steel posts will be placed at least 18 inches deep. In saturated, sandy, or gravelly soils a depth of at least 24 inches is recommended.
- Regular wood line posts will be placed at least 24 inches deep. In saturated, sandy, or gravelly soils a depth of at least 30 inches is recommended.
- Wood brace posts shall be at least 36 inches deep.
- Steel posts shall be set by driving; wooden posts shall be either set by digging or driving. Either wood or steel posts may be set in concrete.
- Where posts holes are dug, holes shall be at least 6 inches larger than the post. Earth backfill around the posts shall be thoroughly tamped in layers not thicker than 4 inches and shall completely fill hole to the ground surface. Backfill shall be crowned up around the posts. There should be less than 1 inch of movement if a horizontal force of 80 pounds is applied to the top of the post.
- Horizontal wooden brace members shall be notched into the vertical brace posts at least 36 inches above ground level. Steel dowels or spikes can be used rather than notching, but pilot holes should be predrilled to minimize splitting. Exposed untreated wood should be treated with preservative.
- Diagonal brace wires shall be two complete loops of: 9 gauge standard smooth single-strand wire, or 12.5 gauge double-strand barbed/smooth standard wire, or 12.5 gauge high-tensile smooth single-strand wire.
- A stout stick, metal rod or pipe about 18 to 24 inches long is used to tighten all four diagonal brace wires by twisting at the mid point. Once wires are tight, the tightening stick is temporarily secured to the horizontal brace. Tensioners may be used in lieu of the tightening stick.
- Wire splices (if necessary) should be western union (conventional wire), figure 5 (high tensile wire), or compression fittings (both).
- All wires shall be dead-ended on pull posts of gate, corner or in-line brace posts. To attach, wrap around post twice, staple, and twist horizontal wire ends onto corresponding horizontal stretched wire with at least 6 tight wraps.
- Stretch wire so it is tight. Wire will loosen when hot and tighten when cold, so future temperature variations should be considered when tightening wire.
- Staples shall be driven into wood posts at an angle in the same direction as the line wire is pulling. For example, if the pull is up, staple points shall be directed upwards when driven into the posts. Line wire should be loose in staples.
- When crating narrow drainage ways or depressions, 3 weight or dead-man anchor equivalent to a 12 inch by 12 inch concrete block should be fastened to fence wires with 9 gauge galvanized smooth wire (or equivalent).
- Unless otherwise noted, fence will follow standard practice.
- All gates and crossings will be preapproved by the Natural Resource Conservation Service or Conservation District Technician.
- The Natural Resource Conservation Service or Conservation District should be notified at least 48 hours prior to start of construction.

MATERIAL SPECIFICATIONS

- Smooth or barbed multi-strand wire shall be a minimum of 12.5 gauge double-strand or 15.5 gauge high-tensile wire double-strand. Galvanizing shall be at least Class I or Class III respectively, and have a label to indicate wire meets ASTM 121 standards. Barbs shall be 14 gauge or heavier, have at least 2 barbs spaced not more than 5 inches apart.
- Smooth single-strand wire shall be 9 gauge conventional or 12.5 gauge high-tensile (brace wire or fence wire). Galvanizing shall be Class I or Class III, respectively, and have a label to indicate wire meets ASTM 121 standards.
- Posts must be of sufficient length to meet fence height, setting depth requirements, plus 3 inches.
- Steel line posts shall weigh at least 125 pounds per foot. Posts shall be painted or hot dip galvanized.
- Wood posts shall have a minimum life expectancy of 10 years. Wood posts other than cedar, juniper, and black locust shall be treated with approved treatment materials such that complete penetration of the wood is obtained. Line posts shall have a minimum top diameter of 3 inches. Corner, end and brace posts shall have a minimum top diameter of 5 inches. Horizontal brace shall have a minimum diameter of 4 inches and length of 8 feet.
- Staples shall be a minimum of 9 gauge galvanized wire and at least 1 1/2 inches long. Manufactured steel clips shall be used to fasten to steel posts.

4-WIRE BARBED OR SMOOTH WIRE FENCE



Model Number: Conservation District
Model Name: Conservation District
Model Size: Conservation District
Model Year: Conservation District
Model Date: Conservation District



201303200100
Skagit County Auditor

EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 35 North, Range 5 E.W.M., lying Southerly of the State Highway right of way, (formerly the Fairhaven and Southern Railroad right of way) and Easterly of Hanson Creek.

Situate in the County of Skagit, State of Washington.

