

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 Auditor \$84.00  
6/20/2013 Page 1 of 13 9:11AM

SKAGIT COUNTY  
Contract # C20130246  
Page 1 of 13

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Larry Thomas and Samara Thomas**, husband and wife.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within a portion of INC M/H 10426 LAMPL 69 64X12 FOR 87; THAT PORTION OF GOVERNMENT LOT 4 LYING EAST OF THE EAST RIGHT OF WAY LINE OF STATE ROAD AND THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING WESTERLY OF THE WESTERLY LINE OF THE BURLINGTON NORTHERN RAILWAY RIGHT OF WAY, ALL IN SECTION 7, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., EXCEPT THAT PORTION LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY AND THE CENTERLINE OF MILL CREEK; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID CREEK TO THE EASTERLY LINE OF THE SAMISH RIVER; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID RIVER, A DISTANCE OF 200 FEET; THENCE NORTHWESTERLY TO A POINT ON THE EASTERLY LINE OF THE STATE ROAD WHICH LIES 400 FEET SOUTHWESTERLY OF THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 7, WHEN MEASURED ALONG THE EASTERLY LINE OF SAID ROAD, SAID POINT BEING THE TERMINUS OF THIS LINE DESCRIPTION. (SURVEY AF#850937)

ASSESSOR'S TAX / PARCEL NUMBER(S): **P50899** (Xref ID:360507-0-008-0206)

### **TEMPORARY EASEMENT**

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

The undersigned, **Larry Thomas and Samara Thomas**, husband and wife (herein "Grantors" 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 installation of livestock exclusion fencing and installation of 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, not to include active maintenance, 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.



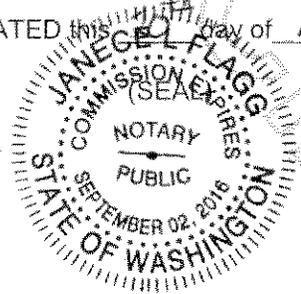
DATED this 20 day of May, 2013.  
GRANTOR:

Larry Thomas  
Larry Thomas

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Larry Thomas 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 20 day of May, 2013.



Janece L. Flagg  
Notary Public  
Print name: Janece L. Flagg  
Residing at: Mt. Vernon WA  
My commission expires: 9-2-16

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.  
GRANTOR:

See page 5 for signature  
Samara Thomas

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Samara Thomas 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(SEAL)

\_\_\_\_\_  
Notary Public  
Print name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

GRANTOR:

See page 4 for signature  
Larry Thomas

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Larry Thomas 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(SEAL)

Notary Public  
Print name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

DATED this 16 day of May, 2013.

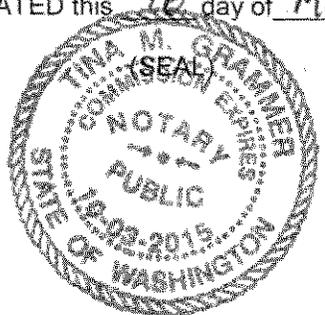
GRANTOR:

Samara Thomas  
Samara Thomas

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Samara Thomas 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 16 day of May, 2013.



T. Grammer  
Notary Public  
Print name: Tina Grammer  
Residing at: Bellingham, WA  
My commission expires: 10-03-15

15



STATE OF WASHINGTON  
COUNTY OF SKAGIT

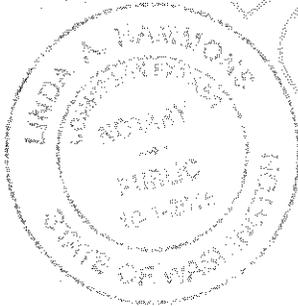
} ss.

I certify that I know or have satisfactory evidence that Sharon D. Dillon, Ron Wesen, and Kenneth A. Dahlstedt 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 17 day of June, 2013.

(SEAL)

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



SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 20 2013

Amount Paid \$  
Skagit Co. Treasurer  
By [Signature] Deputy



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Skagit County Auditor  
6/20/2013 Page

\$84.00  
6 of 13 9:11AM

**GRANTEE:**

DATED this 17 day of June, 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 Hanema  
Clerk of the Board

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

Recommended:

Harry Hall  
Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:

[Signature] 6/13/13  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jessie Mull Hoyer  
Risk Manager

Approved as to budget:

Jalisa Logne  
Budget & Finance Director



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Skagit County Auditor

\$84.00

6/20/2013 Page

7 of 13 9:11AM

EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

This temporary easement **begins** at the western property corner of Skagit County tax parcel P50899, more particularly described as:

That portion of Government Lot 4 lying East of the East right of way line of State Road and that portion of the Southeast ¼ of the Southwest ¼ lying Westerly of the Westerly line of the Burlington Northern Railway right of way; all in Section 7, Township 36 North, Range 5 East, W.M.,

EXCEPT that portion lying Southerly and Westerly of the following described line:

Beginning at the intersection of the Westerly line of said railroad right of way and the centerline of Mill Creek;

thence Northwesterly along the centerline of said creek to the Easterly line of the Samish River;  
thence Northerly along the Easterly line of said river, a distance of 200 feet;  
thence Northwesterly to a point on the Easterly line of the State Road which lies 400 feet Southwesterly of the North line of Government Lot 4 of said Section 7, when measured along the Easterly line of said road, said point being the terminus of this line description.

Situate in the County of Skagit, State of Washington.

thence; southwesterly along the property line to a point adjacent to the existing ordinary high water mark (OHWM) of the western bank of the Samish River; thence northeasterly ±270 feet along the OHWM of the western bank of the Samish River; thence southeasterly ±165 feet a point ±330 feet northeasterly of the western property line; thence northerly along the OHWM of the western bank of the Samish River to the northern property line; thence westerly ±195 feet to a point ±170 east of the northwester property corner; thence generally southeasterly± 150 feet maintaining an average of 100 feet from the OHWM of the western bank of the Samish River; thence continuing southeasterly along the western bank of the Samish River ± 90 feet maintaining an average of 50 feet from the OHWM on the western bank of the Samish River; thence southwesterly ± 230 feet maintaining an average of 100 feet from the OHWM of the western bank of the Samish River; thence westerly ±270 feet to a point along the western property line; thence **returning** to the true point of beginning.



Skagit County Auditor

6/20/2013 Page

8 of

13 9:11AM

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**EXHIBIT "B"**

**GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA**



This easement includes the shaded area required for fencing and native plant installation.

Parcel Number: P50899  
Address: 1811 State Route 9  
Sedro Woolley, WA 98284  
Situate in the County of Skagit, State of Washington



## EXHIBIT "C"

### RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

The 19-acre Thomas parcel ("Landowner's Property") is located along the mainstem Samish River in Skagit County, and contains a variety of habitats including second growth forest (~ 3 acres), cleared uplands in a home site and powerline corridor (~5 acres) emergent wetland (6 acres, and river/open water (~6 acres). The proposed Project will exclude livestock out of the river, remove invasive species from the riparian zone, restore with native trees and shrubs and improve water quality, and habitat for both fish and frogs.

The Project would involve planting approximately 2.1 acres of riparian habitat using three planting schemes (Figure 1). Invasive weed control will occur throughout the planting/underplanting area, and will focus on removing blackberries. Blackberry control will occur in July. In areas that are accessible to livestock, blackberries will be cut to approximately 1-foot high during July, and hand grubbed later in the season. Regrowth will be sprayed with herbicide in late August/early September, however no herbicide application will occur on the west side of the river. All herbicide applications will be conducted under the supervision of a licensed operator. The Landowner will be notified in person at least one week before spraying commences to ensure that livestock are kept away from the treatment area. 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.

On the west bank of the river, a 50-ft wide riparian zone would be established. The exact location of plants will be determined as the Project progresses. The area in front of the Landowner's home will be planted in owner designated areas with site appropriate plants. Riparian planting will begin in the fall of 2013. The planting includes the installation of 350 native trees and shrubs throughout the Project. A mixture of native trees and shrubs would be installed in this area. Conifers would be planted under the existing alder forest in the adjacent areas within 180-feet of the Samish River. Trees and shrubs will be protected using protective tubes. Tubes will be maintained for at least 3 years following planting, and will be removed following project completion. Skagit County will provide plants and tubes for the Project.

The Landowner's Property includes extensive wetlands that formed when a landslide in Mill Creek blocked the Samish River. The wetlands are currently dominated by reed canary grass. Reed canary grass will be cut twice in the summer of 2013 (spring and fall) to prevent flowering and weaken the plants. The first cutting will occur after Oregon spotted from tadpoles have emerged from egg masses to avoid potential disturbance. Additionally, selected habitat "plots" will be treated by stapling down jute mats after cutting to help suppress reed canary grass. Native wetland vegetation will be installed in the April of 2014. The area where frog eggs have been found in the past will not be altered; plantings will focus on adjacent areas dominated by reed canary grass. Where jute mats have been applied plants will be installed through the mat to ensure continued RCG suppression. The proposed restoration plan includes an experimental planting of native wetland plants to see if they can be established and out-



compete reed canary grass. Species selected will be native to western Washington and were traditionally used by the Samish Indian Nation in basket making.

Livestock will be excluded from the river by constructing approximately 500-feet of fence. The new fence would join existing fence segments. Fences would consist of 4-foot high wire mesh supported on 5-foot metal T-bar posts. A 12-foot wide 5-rail aluminum gate would be installed in the fence at a location specific by the landowner. Corners and gates supports would consist of wooden H-braces configured as shown in Figure 2. Fences will be constructed in 2013.

Site maintenance and monitoring will continue through 2016. Maintenance will consist of weedeating around plants, and hand spraying herbicide to control blackberries. Monitoring will evaluate the effectiveness of RCG treatment methods (i.e. repeated cutting versus cutting flowed by jute mat installation) and general plant survival. Landowners will be notified at least one week prior to any construction or maintenance activities. Protective tubes will be removed prior to Project completion.

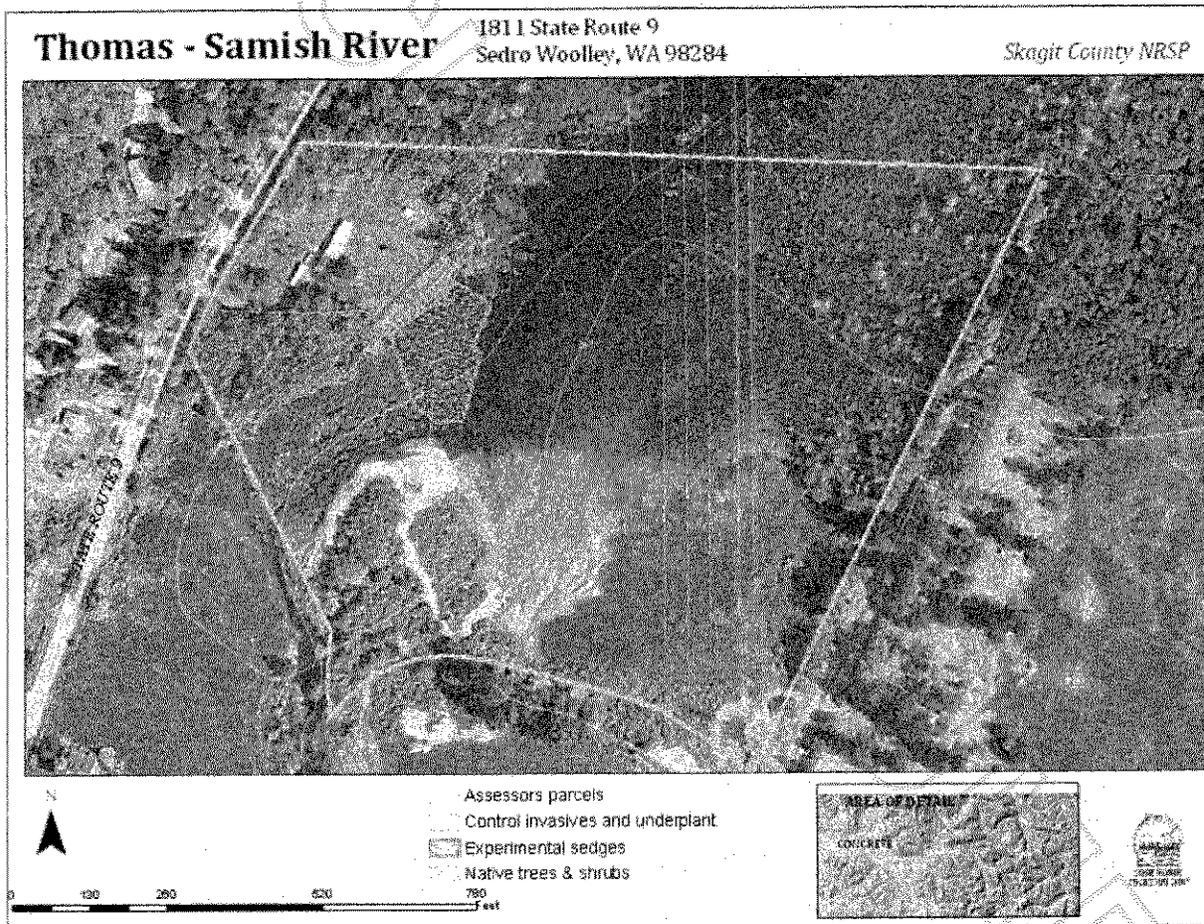


Figure 1. Restoration Site and Plan



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**EXHIBIT "D"**  
**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY**

That portion of Government Lot 4 lying East of the East right of way line of State Road and that portion of the Southeast ¼ of the Southwest ¼ lying Westerly of the Westerly line of the Burlington Northern Railway right of way; all in Section 7, Township 36 North, Range 5 East, W.M.,

EXCEPT that portion lying Southerly and Westerly of the following described line:

Beginning at the intersection of the Westerly line of said railroad right of way and the centerline of Mill Creek;  
thence Northwesterly along the centerline of said creek to the Easterly line of the Samish River;  
thence Northerly along the Easterly line of said river, a distance of 200 feet;  
thence Northwesterly to a point on the Easterly line of the State Road which lies 400 feet Southwesterly of the North line of Government Lot 4 of said Section 7, when measured along the Easterly line of said road, said point being the terminus of this line description.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

6/20/2013 Page

13 of

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