

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

JUL 16 2013

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



201307110101

Skagit County Auditor

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10

\$81.00

3:27PM

DOCUMENT TITLE: TEMPORARY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

SKAGIT COUNTY
Contract # C20130285
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GRANTOR(S): **Walter M. Ortez**, a single man.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within a portion of the Southeast ¼ of the Southwest ¼ of Section 7, Township 36 North, Range 4 East, W.M. lying East of the logging road spur and Northerly of the Alger-Lake Samish County road right-of-way.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P49073** (Xref ID: 360407-3-004-0007)

TEMPORARY EASEMENT

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

The undersigned, **Walter Ortez**, a single man (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 the installation of woody debris, 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 site preparation, riparian planting, and the installation of livestock exclusion fencing 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 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. 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, 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 by 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.



201307110101

DATED this 13 day of June, 2013.

GRANTOR:

Walter P. Ortiz
Walter Ortiz

STATE OF WASHINGTON

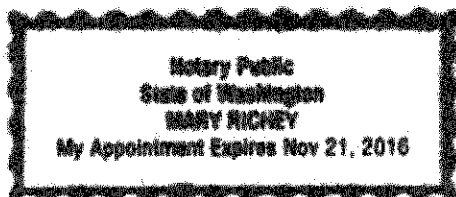
COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that **Walter Ortiz** 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 13 day of June, 2013.

(SEAL)



Notary Public

Print name

Residing at:

My commission expires

Mary Richey

Mary Richey

Skagit County

Nov 21, 2016



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Skagit County Auditor

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\$81.00

GRANTEE:

DATED this 8 day of July, 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:

Amber Kilgus
Clerk of the Board

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

Recommended:

Henry Hask
Department Head

County Administrator

Approved as to form:

[Signature] 8/26/13
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jason Neil Hoppe
Risk Manager

Approved as to budget:

Linda Gagne
Budget & Finance Director



Skagit County Auditor

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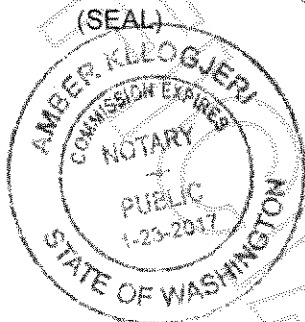
\$81.00

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 8 day of July, 2013.



Amber Killogjeri
Notary Public

Print name: Amber Killogjeri

Residing at: Mount Vernon, WA

My commission expires: 01/23/2017



201307110101

EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

The temporary easement **begins** at the most northeastern corner of Skagit County tax parcel P49703; thence westerly along the northern property line to a point adjacent to the ordinary high water mark (OHWM) of the eastern side of the existing unnamed ditch; thence southerly along the OHWM of the eastern bank of the unnamed ditch to a point adjacent with the southern property line; thence easterly to a point 35 feet from the OHWM of the eastern bank of the unnamed ditch; thence northerly maintaining a minimum of 35 feet from the OHWM of the eastern bank of the unnamed ditch to a point 35 feet south of the OHWM of the unnamed ditch; thence easterly maintaining 35 feet south of the OHWM of the southern bank of the unnamed ditch to a point along the eastern 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 shaded area required for installation of livestock exclusion fencing and riparian vegetation.

Parcel Number: P49703
Address: 1671 Lake Samish Road
Bellingham, WA 98228
Situate in the County of Skagit, State of Washington



EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

The Project is designed to improve the water quality to Friday Creek by building a livestock exclusion fence, removing invasive species from the riparian zone, and replanting with native species along the water drainage to Friday creek. The fence will be approximately 522 feet long and will protect a riparian zone consisting of about 0.10 acres. The fence will be located a minimum of 35-feet from water drainage. Fencing will occur in July 2013.

There have been no invasive plants located in the 35 foot buffer as of May 17, 2013. If invasive plants are located, later in the season, SFEG personnel will take the appropriate action to target the invasive species. Invasive plant control would consist of hand grubbing, weed-whacking and/or herbicide treatment. If herbicide treatment is required the landowner will be notified in person one week 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.

Riparian planting will begin in the fall of 2013. Planting will involve the installation of approximately 530 native trees and shrubs throughout the project area. Plants will be installed at 7-foot spacing. Plant protectors will be installed on all plants and maintained for at least 3 years following planting. Skagit County will provide plants and plant protectors for the project.

Site maintenance will continue for 3 years. Maintenance will consist of weed-eating around plants, and hand spraying herbicide to invasive species if located. Landowners will be notified prior to any construction or maintenance activities. Plant protectors will be removed prior to Project completion.



EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

EXHIBIT "A"

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

That portion of the North 333.6 feet of the Southeast 1/4 of the Southwest 1/4, lying East of the logging road spur and Northerly of the Alger Lake Samish County road right of way within Section 7, Township 38 North, Range 4 East, W.M., EXCEPT that portion of the above described property deeded to Skagit County for road purposes by documents recorded under Auditor's File Nos. 656213 and 669766, records of Skagit County, Washington.

Parcel "B":

The South 210 feet (as measured along the West line thereof) of the West 180 feet (as measured at right angles to the West line thereof) of the following tract:

That portion of Southwest 1/4 of the Southeast 1/4 of Section 7, Township 38 North, Range 4 East, W.M., lying North of the County Road and West of the railway right of way, EXCEPT that portion, if any, deeded to Skagit County for road purposes under Auditor's File Nos. 656213 and 669166, AND EXCEPT that portion, if any, lying within a tract conveyed to James C. Taitano and Robin P. Taitano, by instrument dated April 3, 1989 and recorded April 19, 1989 under Auditor's File No. 6904190010, situated in the County of Skagit, State of Washington.

PARCEL "C":

Lot 2 of Skagit County Short Plat No. PL-04-0594 approved August 1, 2007 and recorded August 3, 2007 as Skagit County Auditor's File No. 200708030088, being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 36 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

