

Recording Requested By And
When Recorded Mail To:

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



201309240083

Skagit County Auditor \$83.00
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SKAGIT COUNTY
Amendment # A20130108
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DOCUMENT TITLE: AMENDED TEMPORARY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Auditor File No.: 201308190155

GRANTOR(S): Charles Hill, 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 TRACT 4 OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 8509090048 AND ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS BEGINNING AT NORTHEAST CORNER OF TRACT 4 THENCE SOUTH 0-29-29 WEST 186.73 FEET TO POINT OF BEGINNING THENCE SOUTH 84 DEGREES WEST 19 FEET MORE OR LESS TO NORTHERLY PROJECTION OF THE WEST LINE OF THE EASTERLY 25 FEET OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER THENCE SOUTH 02-11-39 WEST ALONG SAID WEST LINE AND ITS PROJECTED 357.97 FEET TO THE TERMINUS OF SAID LINE BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND A PORTION OF THE NORTH HALF OF SAID SECTION

ASSESSOR'S TAX / PARCEL NUMBER(S): P49402 (Xref ID: 360418-1-014-0204)

AMENDED TEMPORARY EASEMENT

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

WHEREAS, the undersigned, **Charles Hill**, a single man (herein "Grantor" or "Landowner") and **Skagit County**, a political subdivision of the State of Washington (herein "Grantee" or "County"), previously executed a temporary, non-exclusive easement, dated August 12, 2013 and recorded under Skagit County Auditor File No.: 201308190155 (herein the "Original Temporary Easement"), and Landowner and the County maybe individually referred to herein as a "party" and collectively referred to herein as the "parties; and

WHEREAS, subsequent to the execution and recording of the Original Temporary Easement, it was brought to the attention of the parties that Skagit County Public Works Department staff had inadvertently included outdated draft exhibits (as Exhibit "A", Exhibit "B", and Exhibit "C") with the Original Temporary Easement (herein the "Scrivener's Error"); and

WHEREAS, the parties desire to correct the above-described Scrivener's Error and include revised and correct exhibits (as were intended to be included with the Original Temporary Easement), as attached hereto as Exhibit "A", Exhibit "B", and Exhibit "C" and hereby incorporated by reference, with all

other terms of the Original Temporary Easement to remain unchanged, unmodified, and in full force and effect.

NOW THEREFORE, in consideration of the forgoing, and of the following terms and conditions, the parties mutually agree to replace and supersede the exhibits previously included within the Original Temporary Easement with the exhibits attached hereto (as Exhibit "A", Exhibit "B", and Exhibit "C") and hereby incorporated by reference, in order to correct the above-referenced Scrivener's Error, and that all other terms of the Original Temporary Easement shall be and remain unchanged, unmodified, and in full force and effect as provided herein below.

Landowner, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the County, a temporary, non-exclusive easement ("Temporary Easement"), as provided herein. 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, the Samish Indian Nation, 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 large woody debris for the purposes of bank stabilization 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 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.



201309240083

DATED this 29 day of August, 2013.

GRANTOR:

Charles Hill
Charles Hill

STATE OF WASHINGTON

COUNTY OF SKAGIT

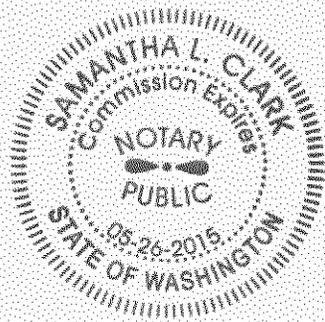
} ss.

I certify that I know or have satisfactory evidence that Charles Hill, a single man, 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 29 day of August, 2013.

(SEAL)

Samantha L. Clark
Notary Public
Print name: Samantha L. Clark
Residing at: Oak Harbor
My commission expires: 5/26/15



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GRANTEE:

DATED this 16 day of September, 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 K. Magin
Clerk of the Board

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

Recommended:

Henry Hall 9-9-13
Department Head

County Administrator

Approved as to form:

[Signature] 9/16/13
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jessie Nudo Hayes
Risk Manager

Approved as to budget:

Justin Yagne
Budget & Finance Director



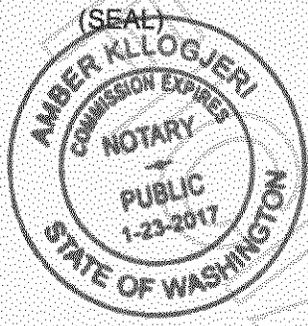
STATE OF WASHINGTON

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 14 day of September, 2013.



Amber Klllogjeri
Notary Public
Print name: Amber Klllogjeri
Residing at: Mount Vernon WA
My commission expires: 1-23-2017

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 24 2013

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



EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

This temporary easement occurs in two portions:

The western portion begins at the ordinary high water mark (OHWM) on the northwestern bank of Friday Creek and the northern property line of Skagit County tax parcel P49402 more particularly described as:

That portion of the Northwest quarter of the Southeast Quarter and that portion of the Southwest quarter of the Northeast Quarter and that portion of the Southeast Quarter of the Northwest Quarter of Section 18, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the Southeast Quarter of said Section; thence South $01^{\circ}44'41''$ West along the West line of said Southeast Quarter, a distance of 144.17 feet; thence South $88^{\circ}02'19''$ East, a distance of 1,299.59 feet; thence North $02^{\circ}11'39''$ East, a distance of 358.00 feet, more or less, to the thread of Friday Creek; thence North 84° East along the thread of Friday Creek, a distance of 19.00 feet, more or less, to the East line of the Southwest Quarter of the Northeast Quarter of said Section 18; thence North $00^{\circ}29'29''$ East along said East line, a distance of 186.73 feet; thence North $87^{\circ}52'25''$ West, a distance of 1,687.91 feet, more or less, to the East line of Colony Road; thence South $03^{\circ}25'13''$ West along said East line, a distance of 407.98 feet, more or less, to the South line of the Southeast Quarter of the Northwest Quarter of said Section; thence South $88^{\circ}02'19''$ East along said South line, a distance of 382.91 feet, more or less, to the point of beginning.

(Said property is also known as Tract 4 of that Survey recorded November 15, 1985, in Volume 6 of Surveys, pages 141 through 144, inclusive, under Auditor's File No. 8511150015, records of Skagit County, Washington.

Situated in Skagit County, Washington.

thence, southerly along the western bank of Friday Creek 445± feet to a point adjacent to the existing bioswale, thence westerly 100± feet to a point 100 feet from the OHWM of the western bank of Friday Creek, thence northerly 300± feet to a point adjacent to the southern end of the existing trees along the northern property line, thence northeasterly 130± feet along the southern end of the existing trees returning to the true point of beginning.

The eastern portion begins at a point along the ordinary high water mark (OHWM) on the northeastern bank of Friday Creek that is 110 feet north of the southern property line and 495 feet west of the eastern property line of Skagit County tax parcel P49402, thence northerly along the eastern bank of Friday Creek 290± feet to a point 510 feet west of the eastern property line and 400 feet north of the southern property line, thence southeasterly 256± feet to a point 72± feet from the OHWM of the eastern bank of Friday Creek and 136± feet north of the southern property line, thence southwesterly 48± feet, 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 and riparian vegetation.

Parcel Number: P49402
Address: 2517 Overpass Road
Bow, WA 98232
Situate in the County of Skagit, State of Washington



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\$83.00

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EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

The Project is designed to improve water quality, increase riparian shade and woody debris along Friday Creek, a tributary to the Samish River located in Skagit County, Washington. The Project will restore riparian vegetation along Friday Creek and a small ephemeral tributary and control patches of noxious weeds in the area. Planted areas will be maintained for three years following implementation to ensure planting success. Key Project elements are depicted in Figure 1. The Project will partner with Skagit Fisheries Enhancement Group, the Samish Indian Nation, and the Environmental Services Section of Skagit County Public Works.

Native riparian vegetation will be planted in two distinct phases (see map). The first phase will be located along a small ephemeral tributary to Friday Creek and distant from the main channel. Prior to planting, non-native plants such as knotweed, thistle, tansy, and yellow iris will be treated using herbicide. This work will occur in late summer of 2013, following the larger treatment of knotweed by the Samish Indian Nation along Friday Creek and instream construction work to be carried out by Skagit County Public Works. The installation of bank stabilizing wood is shown in more detail in Figure 2. This area is less infested by knotweed than the second area and should be planted in the fall of 2013 following one round of herbicide treatment. As a portion of this area is frequently under standing water during much of the year, it will be planted with emergent wetland plants including selected native forbs, sedges, rushes, and grasses, with a few native shrubs such as willows, sweet gale, and hardhack spirea which are tolerant of such wet conditions. The remaining portion of the Phase 1 area will be planted with trees, including conifers and tall-growing deciduous trees (at the landowner's request). All trees and shrubs planted in this area will also receive protectors for visibility during maintenance.

The second phase will be located along the banks of Friday Creek. These areas are highly infested with knotweed and other noxious plants. Because of the heavy weed-load, this area will undergo two seasons of knotweed treatment prior to being planted to reduce competition and avoid plant mortality due to overspray. The soil in these areas is very sandy and rocky and will be planted with species able to grow in conditions with poor organic content such as alders, cottonwoods, and willows. Because this area is highly dynamic, being close to Friday Creek which is known to flood periodically and there is probably little vole activity, these plants may go without plant protectors.

The first phase of the planting scheme will consist of potted and/or bareroot stock to be installed in November 2013-January 2014. The second phase will be planted in November of 2014. Trees and shrub species planted in the first area will be protected with Miracle tube plant protectors. The entire Project (Phase 1 and 2) will be just over one acre of plantings.

Maintenance of the planted areas will continue through July 2016. Maintenance will occur once per season during the summer, and will include weedeating around individual plants and chemically treating noxious weeds in the planting areas. Protective tubes will be removed prior to Project completion in July 2017.

The Landowner will be notified at least one week prior to any Project activities (i.e. site prep, planting or maintenance).



Friday Creek

Hill Property



Legend

Hill_planting_proposal

Phase

Phase 1

Phase 2

Wetland Planting

all streams and tribs

Skagit county parcels

AREA OF DETAIL



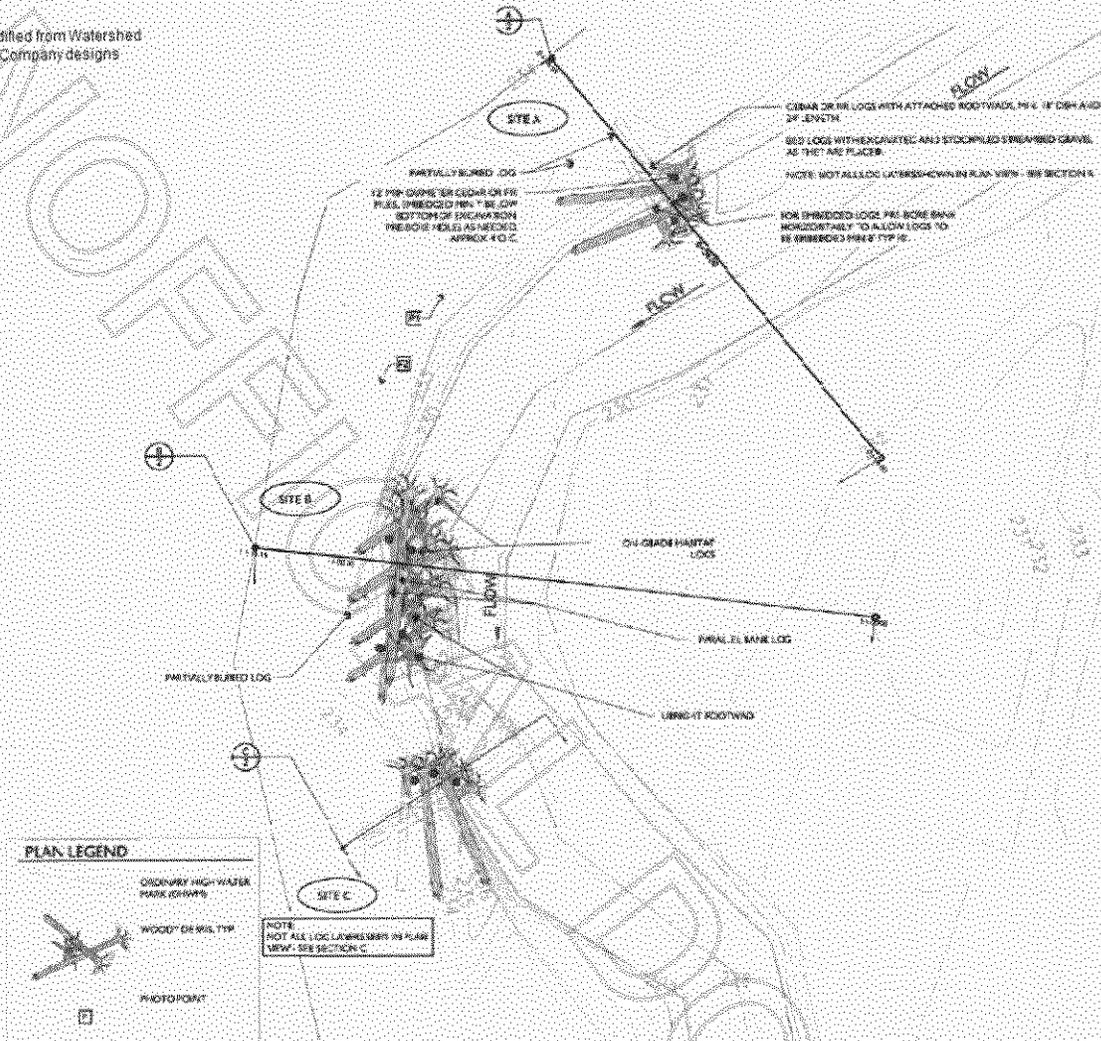
0 0.008 0.016 0.024
miles

Figure 1. Planting areas



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Modified from Watershed
Company designs



ENGINEERED LOG JAM PLAN VIEW

SCALE: 1" = 12' (IF PLOTTED AT 22X34)

Figure 2. LWD installation



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\$83.00