



201406050077

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 \$83.00
6/5/2014 Page 1 of 12 2:25PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 05 2014

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

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

GRANTOR(S): **Ryan Jepperson and Christina Jepperson**, husband and wife.

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

ABBREVIATED LEGAL DESCRIPTION: THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 10 RODS NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE, 20 RODS; THENCE WEST, 8 RODS; THENCE SOUTH, 20 RODS; THENCE EAST, 8 RODS TO THE POINT OF BEGINNING. EXCEPT FROM ALL THE ABOVE, HEALY ROAD, AS ESTABLISHED BY ORDER RECORDED JANUARY 16, 1986, UNDER AUDITOR'S FILE NO. 8601160067. (Complete LEGAL DESCRIPTION provided in Exhibit "D").

ASSESSOR'S TAX / PARCEL NUMBER(S): **P40897** (Xref ID: 350609-1-003-0009)

TEMPORARY EASEMENT

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

The undersigned, **Ryan Jepperson and Christina Jepperson**, husband and wife ("Grantors" or "Landowners"), 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. Landowners 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 Landowners 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 Landowners represent and warrant to the County that the Landowners are the legal owner(s) of the property described in Exhibit "D" (the "Landowner's Property"), and further represents and warrants to the County that there are no outstanding rights which interfere with this Temporary Easement agreement. The Landowners also acknowledge 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 Landowners agree 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 Landowners agree to notify the County, within thirty (30) days of transfer, of changes in ownership during the term of this Temporary Easement.

1.3 Landowners agree 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 Landowners recognize and agree 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 Landowners recognize and agree 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. Landowners 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 Landowners shall be responsible for plant preservation, not to include active maintenance, following this three (3) year period.

2.1.3 Project Preservation. Landowners agree 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 Landowners shall be responsible for all riparian restoration preservation required as part of the Project. Landowners may be required to reimburse the County for Project costs funded by the County in the event that the Landowners do not preserve the Project in accordance with the terms of this Temporary Easement.

2.2 The Landowners acknowledge that Landowners are 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 Landowners agree 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.



GRANTOR:

DATED this 8th day of May, 2014.


Ryan Jepperson

GRANTOR:

DATED this 8th day of May, 2014.


Christina Jepperson

STATE OF WASHINGTON

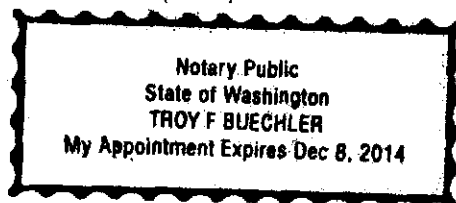
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Ryan Jepperson** and **Christina Jepperson**, husband and wife, are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 8 day of May, 2014.

(SEAL)




Notary Public

Print name: Troy F. Buechler

Residing at: Ferndale, WA

My commission expires: Dec 8, 2014



201406050077

Skagit County Auditor

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\$83.00

GRANTEE:

DATED this 27 day of may, 2014.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon

Sharon D. Dillon, Commissioner

Attest:

Linda Hemmons

Clerk of the Board

Authorization per Resolution R20050224:

Recommended:

[Signature]

Department Head

County Administrator

Approved as to form:

[Signature] 5/15/14
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 5/20/14
Risk Manager

Approved as to budget:

Lisa Jagne
Budget & Finance Director



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STATE OF WASHINGTON

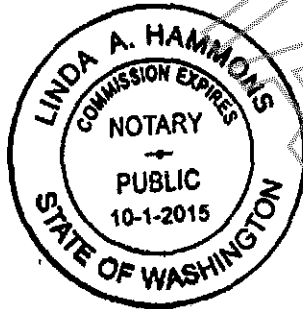
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt, and Sharon D. Dillon 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 27 day of May, 2014.

(SEAL)



Linda Hammons

Notary Public

Print name: Linda Hammons

Residing at: Skagit County

My commission expires: 10-1-2015



EXHIBIT "A"

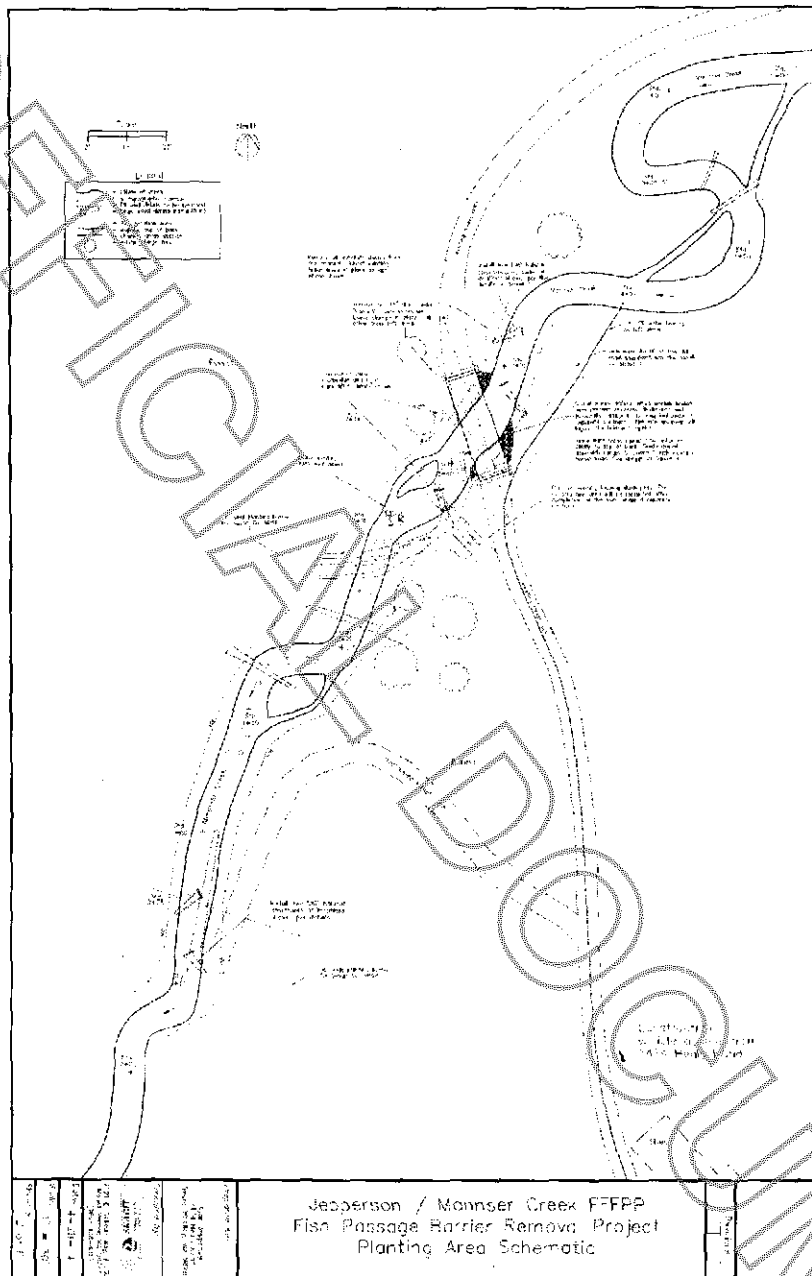
TEMPORARY EASEMENT LEGAL DESCRIPTION

THE POINT OF ORIGIN OCCURS AT THE NORTHWESTERN CORNER OF THE EXISTING FORD ON SKAGIT COUNTY TAX PARCEL P40897, MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST ¼ OF THE NORTHEAST ¼, SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.; THENCE NORTHERLY ALONG THE WEST BANK OF THE ORDINARY HIGH WATER MARK (OHWM) OF MANNSEER CREEK TO **THE TRUE POINT OF BEGINNING**; THENCE 15 FEET NORTHWESTERLY; THENCE NORTHWESTERLY 15 FEET TO A POINT ON THE EASTERN SHOULDER OF THE EXISTING FOREST ROAD; THENCE 15 FEET SOUTHWESTERLY TO A POINT ON THE WESTERN SHOULDER OF THE EXISTING FOREST ROAD; THENCE SOUTHERLY 290 FEET MAINTAINING A DISTANCE OF 35 FEET FROM THE OHWM OF THE WEST BANK OF MANNSEER CREEK; THENCE EASTERLY 70 FEET TO A POINT 35 FEET FROM THE OHWM OF THE EASTERN BANK OF MANNSEER CREEK; THENCE NORTHERLY 100 FEET MAINTAINING 35 FEET FROM THE OHWM OF THE EASTERN BANK OF MANNSEER CREEK; THENCE 20 FEET EASTERLY TO A POINT ON THE SOUTHERN SHOULDER OF THE ABANDONED FOREST ROAD; THENCE NORTHERLY 75 FEET MAINTAINING APPROXIMATELY 35 FEET FROM THE EASTERN BANK OF THE OHWM OF MANNSEER CREEK; THENCE SOUTHEASTERLY 45 FEET MAINTAINING A DISTANCE OF 15 FEET FROM THE WESTERN SHOULDER OF THE EXISTING FOREST ROAD; THENCE SOUTHEASTERLY 30 FEET TO A POINT ADJACENT TO THE WESTERN SHOULDER OF THE EXISTING FOREST ROAD; THENCE NORTHWESTERLY 90 FEET ALONG THE WESTERN SHOULDER OF THE EXISTING FOREST ROAD; THENCE NORTHEASTERLY ACROSS THE EXISTING FOREST ROAD TO THE EASTERN SHOULDER; THENCE 55 FEET ALONG THE EASTERN SHOULDER OF THE EXISTING FOREST ROAD (WHICH WILL BE OBLITERATED PER PLANS); THENCE WESTERLY 30 FEET **RETURNING TO THE TRUE POINT OF BEGINNING**.



EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This easement includes the area required for installation of riparian vegetation and large woody debris.

Parcel Numbers: P40897

Address: 7474 Healy Road

Sedro Woolley, WA 98284

Situate in the County of Skagit, State of Washington



EXHIBIT "C"

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

This Project is designed to improve bank stability and fish habitat along Mannser Creek and is part of a larger project being completed by the Skagit Conservation District, in partnership with the Family Forest Fish Passage Program (FFPPP) which will include installation of a bridge, removal of concrete in the stream channel, and installation of native plants.

The Conservation District will oversee installation of the bridge in late summer, 2014. Following this installation the County will install at least two large woody debris habitat structures as shown in bold on figure 1.

The riparian area adjacent to the stream is currently an intact coniferous forest with native shrubs. We will be installing some limited understory plantings and replanting the area of impact from the installation of large woody debris and the bridge (Figure 1). Approximately 0.5 acres will be impacted during construction and will be replanted with approximately 200 native plants. Native plants shall include but not be limited to western red cedar, red alder, salmonberry, twinberry, indian plum, red elderberry, and hemlock.

Monitoring of the site will take place one-year post installation. If it is determined to be required at that time, maintenance on plantings will occur. Maintenance may continue, as needed, for a period of three years. Landowner(s) will be notified at least one-week prior to any work at the site.



EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

The Southeast 1/4 of the Northeast 1/4, Section 9, Township 35 North, Range 6 East, W.M., except that portion thereof described as follows:

Beginning at a point on the East line of said Southeast 1/4 of the Northeast 1/4, 10 rods North of the Southeast corner thereof; thence North along said East line, 20 rods; thence West, 8 rods; thence South, 20 rods, thence East, 8 rods to the point of beginning.

Except from all the above, Healy Road, as established by Order recorded January 16, 1986, under Auditor's File No. 8601160067.

Situated in the County of Skagit, State of Washington.

