

Following Signature, Return To:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 01 2014

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

DOCUMENT TITLE: TEMPORARY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): Skagit Land Trust, a Washington non-profit corporation.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within the (CONSERVATION EASEMENT) TRANSFER FROM O/S F&A TO O/S O/S LOT 2 SHORT PLAT#3-88 AF#8801290022 EXCEPT THAT PORTION LYING SOUTH OF THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NW CORNER OF THE NW1/4 SW1/4; THENCE SOUTH 00-17-35 EAST, 42.88 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE SOUTH 89-28-41 EAST, 60 FEET TO THE EAST RIGHT OF WAY LINE OF GREEN ROAD; THENCE SOUTH 89-28-41 EAST, 604.68 FEET ALONG THE FENCE LINE; THENCE SOUTH 00-10-39 EAST, 329.63 FEET ALONG A FENCE LINE; THENCE SOUTH 88-26-03 EAST, 666.87 FEET ALONG A FENCE LINE TO THE EAST LINE OF SAID SUBDIVISION; THENCE NORTH 00-18-32 EAST, 375.79 FEET ALONG THE EAST LINE OF SAID SUBDIVISION; THENCE NORTH 89-05-55 WEST, 1334.70 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE NW CORNER OF SAID SUBDIVISION & THE POINT OF BEGINNING. (Complete LEGAL DESCRIPTION provided at Exhibit "D").

ASSESSOR'S TAX / PARCEL NUMBER(S): P109477 (XrefID: 350417-2-006-0100).

TEMPORARY EASEMENT

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

The undersigned, **Skagit Land Trust**, a Washington non-profit corporation ("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 ("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 provide the native plants necessary to implement the Project 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. Landowner will plant the native plants for the Project as provided in *Exhibit "C"*.

1.2 Upon completion of the Plantings for the Project (to the satisfaction of the County), Landowner will be compensated by the County as described in *Exhibit "E"*. The Landowner shall submit invoices describing the number of plants planted and the dates planted no more frequently than annually. Total compensation to Landowner shall not exceed Two Thousand Seven Hundred Fifty-two Dollars and Fifty Hundredths (\$2752.50). The County is not obligated to pay or provide any other compensation to the Landowner pursuant to the terms of this Temporary Easement.

1.3 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.

1.4 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"*.

1.5 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).

1.6 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.

1.7 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 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 in accordance with the terms of this Temporary Easement agreement.

2.1 Project Components. This temporary easement includes the following components, as described in Exhibit "C": (1) material delivery, (2) initial site work, (3) monitoring and maintenance, and (4) project preservation.

2.1.1 Material Delivery. The County shall deliver the native plants to the location described in Exhibit "A".

2.1.2 Initial Site Work. The Landowner shall install the delivered plants as described in Exhibit "C". Initial site work shall be conducted within thirty (30) days after plant delivery.

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, the County shall provide maintenance of vegetation for three (3) years after planting. The Landowner will install any plants requiring replacement following a site visit with the County. If necessary, the County may provide required replacement plants to Landowner as described in Exhibit "E".

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. 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), 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 injury, death, or 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. The Landowner agrees to be solely responsible and liable for conducting the work to be performed by Landowner, as described in this Temporary Easement.

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 4th day of November, 2014.

GRANTOR:

Skagit Land Trust, a Washington non-profit corporation:

Molly Doran
Molly Doran, Executive Director

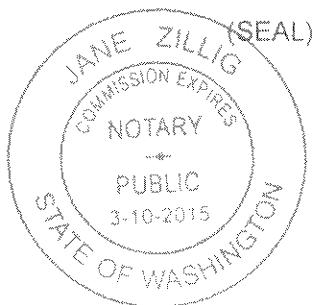
STATE OF WASHINGTON

COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that **Molly Doran**, as the Executive Director of the Skagit Land Trust, a Washington non-profit corporation, is the person who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated that she was duly authorized and executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 4 day of November, 2014.



Notary Public

Print name: Jane Zillig

Residing at: 5000 1st Ave NE

My commission expires: 3-10-15



COUNTY:

DATED this 24 day of November, 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 Hanna

Clerk of the Board

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

Recommended:

[Signature]
Department Head

County Administrator

Approved as to form:

M. N. [Signature] (11/10/14)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

[Signature]

Budget & Finance Director



201412010129

STATE OF WASHINGTON

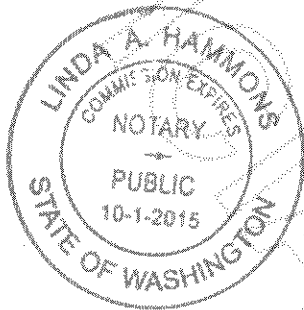
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Sharon D. Dillon, Kenneth A. Dahlstedt and/or Ron Wesen 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 24 day of November, 2014.

(SEAL)



Linda Hammons

Notary Public

Print name: Linda Hammons

Residing at: Skagit County

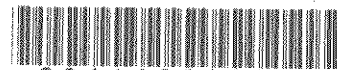
My commission expires: 10-1-2015



EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

The temporary easement **begins** at the southwestern most property corner of Skagit County tax parcel p109477; thence 600 feet along the southern property line to a point where the property line continues further south; thence northerly 95 feet; thence northwesterly following the relative higher ground to the western most property line; thence **returning** to the true point of beginning.



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EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This temporary easement includes the shaded area required for site preparation and installation of native plants.

Parcel Number: 109477

Situate in the County of Skagit, State of Washington



EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

Green Road Marsh is a 44-acre property to the east of Green Road in Burlington which contains a large, complex of restored series of ponds that remain flooded throughout the year along the north and serve as a tributary to Thomas Creek. This restoration project will restore some slightly more upland wetland and riparian forest with appropriate native species diversity to the southwestern portion of the property. Plantings will occur in 2 phases; the first round of plantings (Zones 1 and 2) will occur in fall/winter 2014, the second round (Zone 3) in spring 2015. Maintenance will begin in 2015 and continue through 2018 or as needed.

Three planting zones have been identified on the property for this restoration project focus area based on site hydrology and existing restoration plantings (Figure 1). Subject to the terms of this Temporary Easement, a total of approximately 1,835 native plants will be installed by Landowner in three zones.

- Zone 1: The goal in zone 1 is to maintain open breeding area for amphibian and refuge for waterfowl while providing shade during the summer months. Planting will occur at a sparse density, with three small patches of willow. Shorter, shrubby willow species will be used on this zone (Pacific willow, Sitka willow). These soils are very wet and inundated throughout most of the year. Tree protectors will not be used in this zone. Site prep will involve cutting standing reed canary grass to the ground.
- Zone 2: The goal in zone 2 is to increase shrub and deciduous tree species cover while maintaining some open areas to create a diverse riparian area of woody, shrub and herbaceous species. Because of the existing native vegetation, plantings will be added at a very sparse density. Species used will include native deciduous trees and shrubs, with some herbaceous seed dispersal in the final phase of restoration. Site prep will involve mowing and weed whacking closer to existing plantings as well as auguring holes through the RCG sod layer just before the planting. Tree protectors will be used to protect against voles. Area around shrubs and trees will be layered with cardboard and generously mulched with wood chips with greens. Weed whacking and mowing around trees will be required both for site preparation and 2-3 times per year for 2 years to maintain plantings.
- Zone 3: The goal in zone 3 is to establish higher riparian habitat which will eventually shade out the reed canary grass infestation. This zone will require the most site preparation, as multiple mowings will be needed to control reed canary grass by reducing the viable seed bank. The September before plantings are installed, we will use glyphosate to treat 2.5 ft wide strips of reed canary grass across the field in rows to plant in (leaving 2.5 ft wide strips of grass in between). We will augur holes through the sod layer for planting. We will plant trees at a moderate density, with a ratio of approximately 20-80 of site appropriate conifer to deciduous species, interspersed in high density shrub plantings. Tree protectors will be used to protect against voles. Area



around shrubs and trees will be layered with cardboard and generously mulched with wood chips with greens. 2-3 weed whacking treatments per year for 2-3 years after the planting will be required to maintain newly planted trees and shrubs.

Skagit Land Trust
Green Rd Marsh
 Conservation Area

Map Legend

CATEGORY	
	1
	2
	3

Green Road Marsh

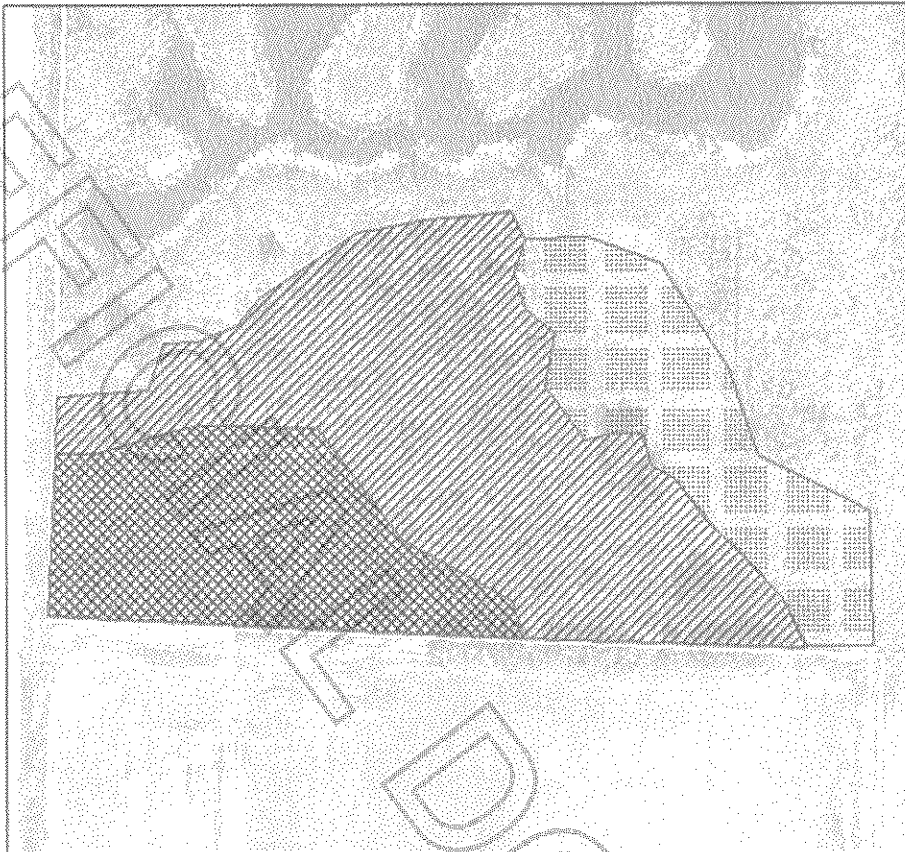
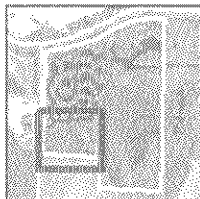
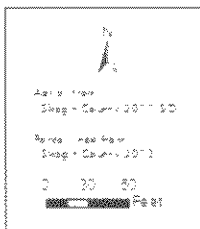


Figure 1. Planting Plan



EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

T. 35 N., R. 4 E., W.M., (Skagit County)
sec. 17, SW1/4NW1/4;

EXCEPTING THEREFROM that portion lying north of the drainage ditch right-of-way of Drainage District 14, also known as Thomas Creek;

ALSO EXCEPTING Kelleher County Road, Skagit County Records Vol. 74, page 395; and

FURTHER EXCEPTING Green County Road, Skagit County Records Vol. 74, page 314.

Containing 35.36 acres, more or less.

T. 35 N., R. 4 E., W.M., (Skagit County)
sec. 17, NW1/4SW1/4;

EXCEPTING THEREFROM that portion lying south of the following described parcel:

Beginning at the Northwest Corner of the NW1/4SW1/4 of said section 17;
Thence S. 0°17'35" E., 42.88 feet along the West line of said section;
Thence S. 89°28'41" E., 60.00 feet to the East right-of-way line of Green County Road;
Thence S. 89°28'41" E., 604.68 feet along a fence line;
Thence S. 00°10'39" E., 329.63 feet along a fence line;
Thence S. 88°26'03" E., 666.87 feet along a fence line to the East line of said subdivision;
Thence W. 00°18'32" E., 375.79 feet along the East line of said subdivision;
Thence N. 89°05'55" W., 1,334.70 feet along the North line of said subdivision to the Northwest Corner of said subdivision and the Point of Beginning;

ALSO EXCEPTING Green County Road, Skagit County Records Vol. 74, page 314; and

FURTHER EXCEPTING Lot 1, Skagit County Short Plat Number 3-68, Vol. 8 of Short Plats, page 16, under Auditor's File Number 8801290022.

Containing 6.27 acres, more or less.

Total Wetlands Reserve Easement contains 41.63 acres, more or less.

Situate in the County of Skagit, State of Washington.



EXHIBIT "E"
CONSIDERATION PROVIDED FOR TEMPORARY EASEMENT

Year 1

Landowner will plant 1,835 native plants

Skagit County will provide plants.

TOTAL CONSIDERATION PROVIDED BY COUNTY:

\$2,752.50

The Landowner must submit adequate supporting documentation (as determined to be sufficient by the County) to be considered for Compensation.

Year 2 - Skagit County will complete maintenance on site. Landowner will not be reimbursed or compensated by the County.

Year 3 - Skagit County will complete maintenance on site. Landowner will not be reimbursed or compensated by the County.

Year 4 through Year 10 - Skagit County will not provide any reimbursement or compensation to Landowner.

There is longer a requirement to maintain plants, as the plants should now be able to be self-maintaining, and no additional consideration for this Temporary Easement agreement shall be provided by the County. Landowner will not harm the project for 10 years, and the parties shall otherwise comply with the terms of the Temporary Easement agreement as provided herein.

Note: The total amount of consideration provided by the County pursuant to the terms of this Temporary Easement agreement shall not exceed Two Thousand Seven Hundred Fifty-two Dollars and Fifty Hundredths (\$2752.50).



Skagit County Auditor
12/1/2014 Page

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12 12:39PM

\$83.00