

Recording Requested By And
When Recorded Mail To.

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



201505200095

Skagit County Auditor \$81.00
5/20/2015 Page 1 of 10 4:11PM

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Douglas L. Loewen and Cynthia E. Camlin**, 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 Ptn SW ¼ NW ¼ & Ptn NW ¼ SW ¼, 29-33-4 E. W.M.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P17467** (Xref ID: 330429-3-003-0005) and **P17433** (Xref: 330429-0-002-0002).

TEMPORARY EASEMENT

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

The undersigned, **Douglas L. Loewen and Cynthia E. Camlin**, husband and wife (herein "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 Landowners' 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 Landowners' 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 Resource 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 "Landowners' Property"), and further represent and

warrant 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 Landowners' Property created by the terms of this Temporary Easement, and the Landowners agrees to inform any future owner of Landowners' Property of this Temporary Easement prior to sale or transfer of the Landowners' 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 Landowners' 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 as may be readily apparent on Landowners' 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.

1.5 Except as provided to the contrary by the terms of this Temporary Easement, the Landowners retain the right to control trespass on Landowners' Property, and Landowners shall retain all responsibility for taxes, assessments, and for any claims for damages to Landowners' 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 Landowners' 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 Project preservation, not to include active maintenance, following this three (3) year period.

2.1.3 **Project Preservation.** Landowners agree to use best efforts 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. Landowners may be required to reimburse the County for Project costs funded by the County in the event that the Landowners cut, damage, or otherwise harm any of the vegetation planted as part of the Project, or any way intentionally compromise the integrity of the Project for the term 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 Landowners' 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 Landowners' Property, and that the County is not liable for any impacts to Landowners' 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 caused by or arising from negligent acts of its employees, agents, or representatives on Landowners' Property in exercise of County's rights herein granted by this Temporary Easement. The County assumes no liability for any alleged damage to Landowners' 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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 20 2015

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

GRANTORS:

DATED this 28th day of April, 2015.

Douglas L. Loewen
Douglas L. Loewen

DATED this 28th day of April, 2015.

Cynthia E. Camlin
Cynthia E. Camlin

STATE OF WASHINGTON

Whatcom } ss.
COUNTY OF ~~SKAGIT~~

I certify that I know or have satisfactory evidence that Douglas L. Loewen and Cynthia E. Camlin, husband and wife, are the persons who appeared before me, and said persons 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 28th day of April, 2015.

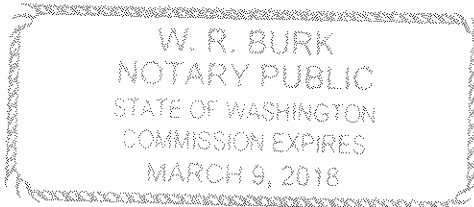
(SEAL)

Notary Public

Print name W R Burk

Residing at County of Whatcom, State of Washington

My commission expires 03-09-2018



GRANTEE:
DATED this 15 day of May, 2015.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

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

Recommended: _____

Department Head

County Administrator

Approved as to form: _____

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

STATE OF WASHINGTON

COUNTY OF SKAGIT

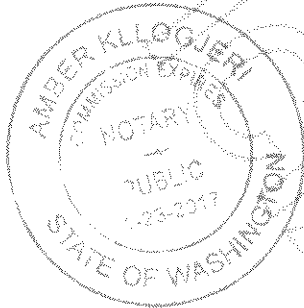
} ss.

Tim Holloran

I certify that I know or have satisfactory evidence that ~~Kenneth A. Dahlstedt, Lisa Janicki, and Ren 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 15 day of May, 2015.

(SEAL)



Notary Public

Print name: Amber Klogjeri

Residing at: Mount Vernon

My commission expires: 1-23-2017

EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

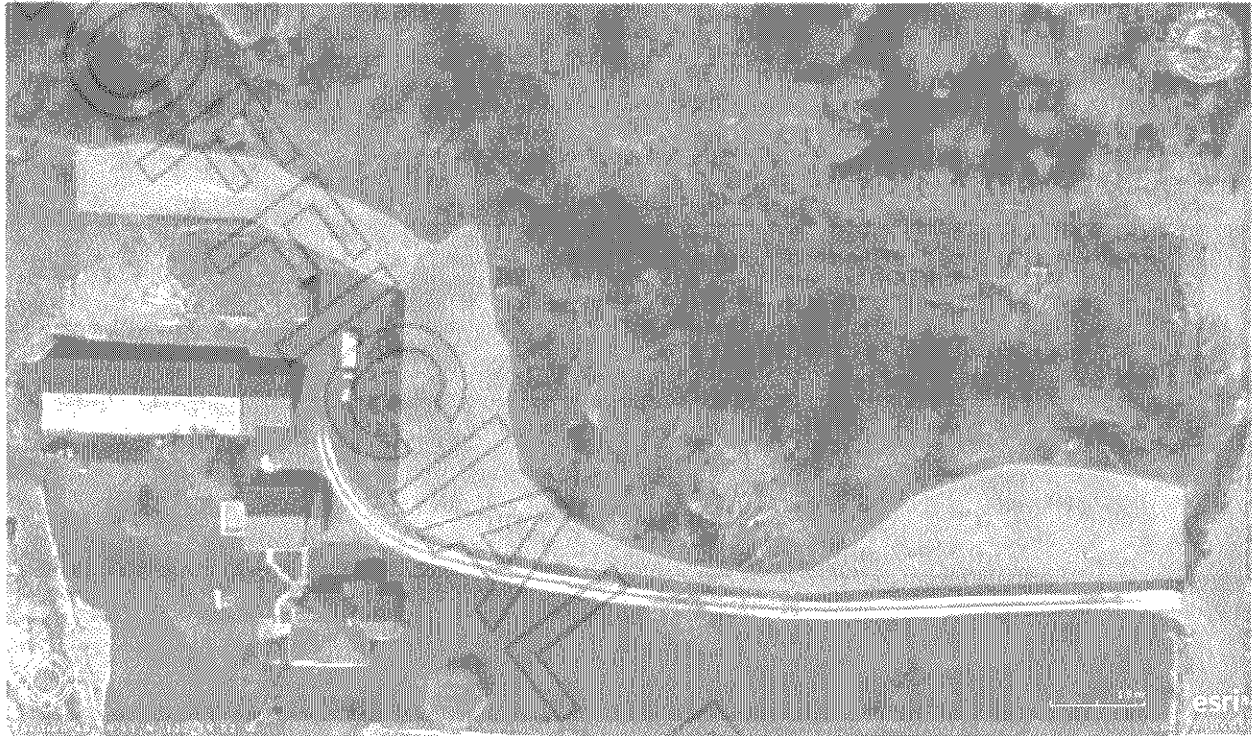
THE TEMPORARY EASEMENT BEGINS AT THE INTERSECTION OF THE WEST MARGIN OF FRANKLIN ROAD AND THE NORTH LINE OF THE SW QUARTER OF SECTION 39-33-4; THENCE WESTERLY ALONG THE SAID NORTH LINE, THAT PORTION OF LAND LYING SOUTH OF LITTLE FISHER CREEK AND NORTH OF THE GRAVEL DRIVEWAY FOR SKAGIT COUNTY TAX PARCEL P17467 AS EXISTED ON OCTOBER 31, 2014 TO THE SE CORNER OF P17433.

TOGETHER WITH,

BEGINNING AT THE SE CORNER OF P17433; THENCE WEST ALONG THE NORTH LINE OF P17433, THAT PORTION OF LAND LYING SOUTH OF LITTLE FISHER CREEK AND NORTH OF THE NORTH LINE OF P17433 ALL LYING WITHIN P17455.

EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



The project work area is required for removal of non-native plants and installation of riparian vegetation and large woody debris.

This temporary easement includes the portion of the above-depicted shaded project work area that is located on Parcel Numbers P17647 and P17433, located at:

22556 Franklin Road
Mount Vernon, WA 98274

Situate in the County of Skagit, State of Washington

EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

This project is designed to eradicate invasive plant species and revegetate an area along Fisher Creek off of Franklin road, which is south of the town of Conway. Fisher Creek flows into a large (restored) wetland area that is connected to the south fork of the Skagit River. The total project area includes portions of four (4) separate parcels however, this restoration and maintenance plan pertains to the two (2) parcels owned by the Landowners. The following work description encompasses all properties involving the project.

Riparian areas adjacent to the small stream are currently dominated by a dense thicket of Himalayan Blackberry. In some areas there is a sparse overstory of native red alders and other deciduous trees. There are knotweed and morning glory invasions on the west side (downstream portion) of the restoration area. Site preparation will consist of cutting the blackberries, letting them grow for approximately 6-8 weeks to about shin-height, then spraying them with herbicide. Reed canary grass will also be mowed and sprayed where needed to avoid choking out of planted native species.

The planting area will consist of approximately 0.6 acres located on the south side of Fisher Creek west of Franklin road. The area includes a sparse canopy of mature, mostly deciduous trees. Approximately 350 plants will be installed with 8 foot spacing. At least 30% of plants installed will be conifers. The corner of the planting area closest to the Landowners' house will be planted with mostly berry and flower-producing species. Plant protectors (miracle tubes) will be installed on all plants to protect from rodent and maintenance damage. The area of stream reconstruction will be planted in fall of 2015.

Invasive control to prepare the site for planting will occur in early 2015 (blackberry, knotweed, and morning glory spraying) and again in September/October (spraying) of 2015. Potted plants will be installed in late fall of 2015. Maintenance will occur annually for three years in the summer and fall, consisting of weed-whacking around plants as needed and treating with herbicide any invasive species that remain or colonize the area. SFEG will conduct maintenance of the planting area. Landowners will be notified at least one week prior to any work at the site.

EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNERS' PROPERTY

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 33 North, Range 4 East, W.M., described as follows:

That portion of the South $\frac{1}{2}$ of the said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying West of the dike right-of-way of Dike District No. 16 following a small creek and South of the logging railroad right-of-way of the English Lumber Company;

EXCEPT therefrom the following described tract;

Beginning at the Southwest corner of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence East along the South line thereof, a distance of 293 feet;
thence North parallel to the West line of said subdivision to the Southerly right-of-way line of the English Lumber Company logging railroad;
thence Westerly along the Southerly right-of-way line of said logging railroad right-of-way to it's intersection with the West line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence South along said West line to the point of beginning.

AND

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the East bank of a small creek with the South line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, which point is 601 feet, more or less, East of the Southwest corner of said subdivision;
thence East, 301 feet;
thence North, 145 feet;
thence West, 352 feet, more or less, to said creek,
thence South $19^{\circ}22'$ East along said creek, 153.6 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.