



201506150154

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 \$82.00
6/15/2015 Page 1 of 11 3:52PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE & TAX

DOCUMENT TITLE: **TEMPORARY EASEMENT**

JUN 15 2015

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Roxanna T. Valdovinos**, a married woman as her separate estate. Amount Paid \$
By *nam* Skagit Co. Treasurer Deputy

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within a portion of THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING SOUTHERLY AND SOUTHWESTERLY OF THE RIGHT-OF-WAY OF THE OLD FAIRHAVEN AND SOUTHERN RAILWAY. ALSO, EXCEPTING THE FOLLOWING DESCRIBED TRACT: BEGINNING ON THE SOUTH LINE OF THE SECTION 1,160.7 FEET EAST OF ITS SOUTHWEST CORNER, THENCE NORTH PARALLEL WITH THE WEST LINE OF THE SECTION TO THE HILL DITCH OF DRAINAGE DISTRICT NO. 14; THENCE EASTERLY AND SOUTHERLY ALONG SAID DITCH TO THE SOUTH LINE OF THE SECTION; THENCE WEST 1,280 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. ALSO, EXCEPTING COUNTY ROAD AND DITCH RIGHTS-OF-WAY. SURVEY RECORDED UNDER AF#200812020056; and THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING SOUTHERLY AND SOUTHWESTERLY OF THE RIGHT-OF-WAY OF THE OLD FAIRHAVEN AND SOUTHERN RAILWAY. EXCEPT THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING SOUTH OF THE HILL DITCH OF DRAINAGE DISTRICT NO. 14; ALSO, EXCEPTING THE FOLLOWING DESCRIBED TRACT: BEGINNING ON THE SOUTH LINE OF THE SECTION 1,160.7 FEET EAST OF ITS SOUTHWEST CORNER; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE SECTION TO THE HILL DITCH OF DRAINAGE DISTRICT NO. 14; THENCE EASTERLY AND SOUTHERLY ALONG SAID DITCH TO THE SOUTH LINE OF THE SECTION; THENCE WEST 1,280 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING; ALSO, EXCEPTING COUNTY ROAD AND DITCH RIGHT-OF-WAY. SURVEY RECORDED UNDER AF#200812020056; and THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 4, EAST, W.M., LYING SOUTH OF THE OLD FAIRHAVEN AND SOUTHERN RAILWAY RIGHT-OF-WAY. EXCEPT THE WEST 54 RODS THEREOF, AND EXCEPT COUNTY ROAD AND DITCH RIGHTS-OF-WAY. ALSO, THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. EXCEPT THE WEST 54 RODS THEREOF AND EXCEPT THAT PORTION LYING SOUTH OF THE HILL DITCH OF DRAINAGE DISTRICT NO. 14 AND EXCEPTING COUNTY ROAD AND DITCH RIGHTS-OF-WAY. SURVEY RECORDED UNDER AF#200812020056.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P36132** (Xref ID: 350410-3-006-0001), **P36138** (Xref ID: 350410-3-009-0008), and **P36098** (Xref ID: 350409-4-003-013)

TEMPORARY EASEMENT

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

The undersigned, **Roxanna T. Valdovinos**, a married woman as her separate estate (herein "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 (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 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 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 forty-eight (48) hours' 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 do not preserve the Project in accordance with the terms of this Temporary Easement.

2.2 The Landowner acknowledges that she 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.

DATED this 24 day of May, 2015.

GRANTOR:

R. W.

Roxanna T. Valdovinos

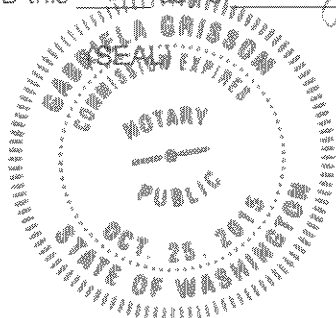
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Roxanna T. Valdovinos, a married woman as her separate estate, 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 26th day of May, 2015.



Gabriela Grissom

Notary Public

Print name: GABRIELA GRISSOM

Residing at: Skagit

My commission expires: 10-25-15

GRANTEE:

DATED this 11 day of June, 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:

 6/3/15


Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

STATE OF WASHINGTON

COUNTY OF SKAGIT

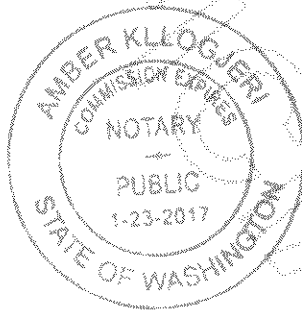
ss.

Tim Holloran

I certify that I know or have satisfactory evidence that ~~Kenneth A. Dahlstedt, Lisa Janicki, and 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 11 day of June, 2015.

(SEAL)



Amber Klogger
Notary Public

Print name: Amber Klogger

Residing at: Mount Vernon

My commission expires: 1-23-2017

EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

THE WESTERN PORTION OF THE TEMPORARY EASEMENT **BEGINS** AND THE NORTHEASTERN CORNER OF SKAGIT COUNTY TAX PARCEL P36138, MORE PARTICULARLY DESCRIBED IN EXHIBIT "D"; THENCE NORTHWESTERLY 140 FEET TO A POINT 23 FEET NORTH OF THE SOUTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P36132; THENCE SOUTHERLY 85 FEET TO A POINT 62 FEET SOUTH OF THE NORTHERN PROPERTY LINE SKAGIT COUNTY TAX PARCEL P36138; THENCE EASTERLY 105 FEET; THENCE SOUTHERLY 45 FEET TO THE SOUTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P36138; THENCE WESTERLY ALONG THE SOUTHERN PROPERTY LINE 170 FEET; THENCE NORTHERLY 229 FEET MAINTAINING AN AVERAGE DISTANCE OF 50 FROM THE ORDINARY HIGH WATER MARK (OHWM) OF THE WESTERN BANK OF THE UNNAMED TRIBUTARY TO THOMAS CREEK TO THE NORTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P36132 MORE PARTICULARLY DESCRIBED IN EXHIBIT "D"; THENCE SOUTHEASTERLY 215 FEET **RETURNING** TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH

THE EASTERN PORTION THE TEMPORARY EASEMENT COMMENTS AT THE SOUTHEASTERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P36098, MORE PARTICULARLY DESCRIBED IN EXHIBIT "D"; THENCE 25 FEET EASTERLY ALONG THE SOUTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P36138 TO THE **TRUE POINT OF BEGINNING**; THENCE NORTHERLY 95 FEET TO THE SOUTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P36132; THENCE EASTERLY 160 FEET TO A POINT 185 FEET FROM THE WESTERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P36132; THENCE NORTHERLY 340 FEET TO THE NORTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P36132; THENCE WESTERLY ALONG THE NORTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCELS P36132 AND P363098 190 FEET TO A POINT 30 FEET WEST OF THE PROPERTY LINE; THENCE SOUTHERLY 205 FEET MAINTAINING AN AVERAGE DISTANCE OF 50 FEET FROM THE WESTERN BANK OF THE OHWM OF THE UNNAMED TRIBUTARY TO THOMAS CREEK; THENCE NORTHWESTERLY 70 FEET TO A POINT 108 FEET WEST OF THE PROPERTY LINE BETWEEN SKAGIT COUNTY TAX PARCELS P36132 AND P36098; THENCE WESTERLY 425 FEET TO THE WESTERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P36098; THENCE SOUTHERLY ALONG THE PROPERTY LINE 135 FEET; THENCE EASTERLY 460 FEET TO A POINT 280 FEET SOUTH OF THE NORTHERN PROPERTY LINE; THENCE SOUTHERLY 200 FEET TO THE SOUTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P36098; THENCE EASTERLY RETURNING TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This temporary easement includes the outlined area required for removal of non-native plants, planting of riparian vegetation, and installation of large woody debris and a livestock exclusion fence.

Parcel Numbers: P36132, P36138, and P36098
Address: 7768 F & S Grade Road
Sedro Woolley, WA 98284
Situate in the County of Skagit, State of Washington

EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

Overview

This Project is designed to fence livestock out of riparian zones, eradicate invasive plant species, and revegetate an area along Thomas Creek and two unnamed tributaries to Thomas Creek. It also includes the installation of large woody debris to reduce the introduction of fine sediments and to provide better connectivity with Thomas Creek. The Project is located off of F & S Grade Road west of Sedro-Woolley, and will be in close proximity to a recent CREP project. Skagit County and Skagit Fisheries Enhancement Group will begin controlling Himalayan blackberry in the summer of 2015. SFEG will spray invasive species where applicable and revegetate the riparian zone.

Fencing

Three sides of a pasture fence will be installed on the east side of the west creek and along a section of Thomas Creek totaling approximately 650 feet. The east side of the fence will be completed by the Landowner to keep livestock out of the planting areas and creeks. The fence will be welded wire with four corner braces. T-posts will be installed every ten feet to secure the wire, with wood posts every 100 feet.

Invasive Species

Riparian areas adjacent to the small streams and Thomas Creek, totaling approximately 1 acre, are currently dominated by dense thickets of Himalayan Blackberry. In some areas there is a sparse canopy of native trees. 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. There is reed canary grass in the area as well. Reed canary grass will also be mowed and sprayed where needed to avoid choking out of planted native species. Invasive species will not be eradicated after the first treatment, so annual mowing and spraying will be necessary.

Planting

The planting area will consist of approximately 2 acres located between F & S Grade Road and the Thomas Creek. The area includes a grass field of approximately one acre and around 1 acre of what will be treated blackberry area. The site will be planted with a minimum of 30 percent native conifers, and the rest of the plants will be native deciduous trees and shrubs, totaling 1,375 plants. The Landowner has requested a maple grove in the grass field on the west side of the Project, and a salmonberry patch on the east side of the Project.

Plant protectors will be used on all plants where grasses are tall and there is a high risk of rodents damaging plants. Plants that are not protected will be marked with stakes and flagged so as to be seen easily for maintenance purposes.

Timeline

Invasive control to prepare the site for planting will occur in July of 2015 (blackberry mowing) and again in September/October (herbicide application) of 2015. Fencing will occur between October and December of 2015. Potted plants from the county will be planted between November of 2015 and April of 2016. Maintenance will occur annually 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. Landowner will be notified at least 48-hours prior to any work at the site.

Valdovinos



Figure 1. Riparian Restoration Area and fencing

EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

PARCEL "A":

That portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 9, Township 35 North, Range 4, East, W.M., lying South of the Old Fairhaven & Southern Railway right-of-way.

EXCEPT the West 54 rods thereof, and EXCEPT County road and ditch rights-of-way.

ALSO, the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 9, Township 35 North, Range 4 East, W.M..

EXCEPT the West 54 rods thereof and except that portion lying South of the hill ditch of Drainage District No. 14 and excepting County road and ditch rights-of-way.

PARCEL "B":

That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 10, Township 35 North, Range 4 East, W.M., lying Southerly and Southwesterly of the right-of-way of the Old Fairhaven & Southern Railway.

EXCEPT that portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying South of the hill ditch of Drainage District No. 14;

ALSO, EXCEPTING the following described tract:

Beginning on the South line of the Section, 1,160.7 feet East of its Southwest corner; thence North parallel with the West line of the Section to the hill ditch of Drainage District No. 14; thence Easterly and Southerly along said ditch to the South line of the Section; thence West 1.280 feet, more or less, to the place of beginning;

ALSO, EXCEPTING County road and ditch rights-of-way.