

Skagit County Auditor \$82.00
2/12/2016 Page 1 of 10 3:50PM

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 WASHINGTON
REAL ESTATE EXCISE TAX

FEB 12 2016

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

DOCUMENT TITLE: TEMPORARY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): BC Group, LLC, a Washington limited liability company

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within NORTH EAST 1/4 OF THE SOUTH EAST 1/4 EAST OF COUNTY ROAD

ASSESSOR'S TAX / PARCEL NUMBER(S): P50378 (Xref ID: 360430-4-001-0249)

TEMPORARY EASEMENT

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

The undersigned, **BC Group, LLC**, a Washington limited company (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 bank stabilizing wood, 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 Landowners is the legal owner 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 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.

1.5 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, removal of invasive vegetation, riparian planting, and installation of livestock exclusion fencing, 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

GRANTOR:

BC Group, LLC, a Washington limited liability company.

By: Steve Beitler
Steve Beitler, Manager

DATED this 29th day of January, 2016.

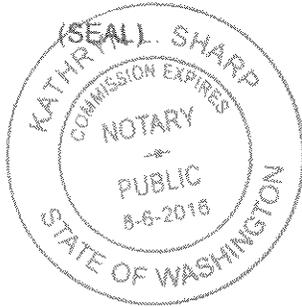
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss

I certify that I know or have satisfactory evidence that Steve Beitler, as the Manager of **BC Group, LLC**, a Washington limited liability company, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he executed the forgoing instrument as his duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 29th day of January, 2016.



Kathryn L. Sharp
Notary Public
Print name: Kathryn L. Sharp
Residing at: Skagit CO.
My commission expires: 8-6-2016

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.

GRANTEE:
DATED this 11 day of February, 2016.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

~~_____
Lisa Janicki, Chair~~

~~_____
Ron Wesen, Commissioner~~

~~_____
Kenneth A. Dahlstedt, Commissioner~~

Attest:

~~_____
Clerk of the Board~~

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

~~_____
County Administrator~~

Recommended:

~~_____
Department Head~~

Approved as to form:

~~_____
Civil Deputy Prosecuting Attorney~~ 2/14/16

Approved as to indemnification:

~~_____
Risk Manager~~

Approved as to budget:

~~_____
Budget & Finance Director~~

EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION

A TEMPORARY EASEMENT FOR THE PURPOSE OF LIVESTOCK EXCLUSION WITHIN PARCEL NUMBER P50378 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "E" AUDITOR'S FILE NUMBER 200112310140, AND BEING THAT PORTION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 4 EAST.

THENCE; SOUTH 01°51'03" WEST, 190.17 FEET ALONG THE WESTERN PROPERTY LINE,

THENCE; WEST 89° 59' 07" EAST 146.77 FEET,

THENCE; NORTH 947.90 FEET,

THENCE; NORTH 67° 36' 04" EAST 216.59 FEET,

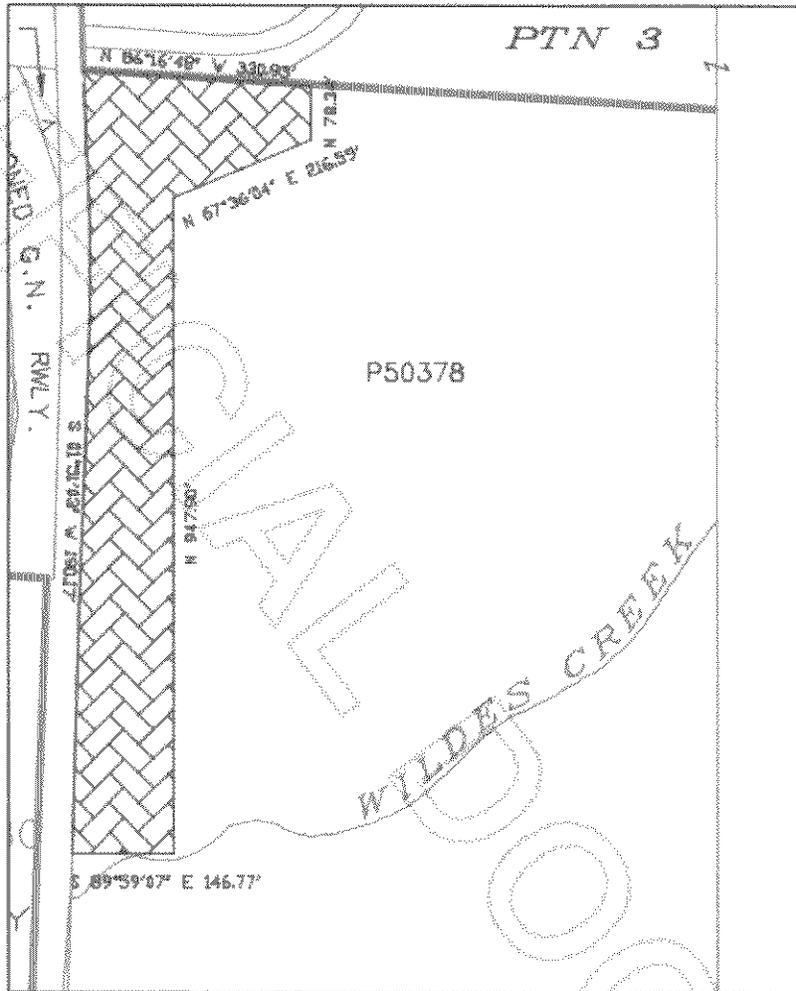
THENCE; NORTH 78.34 FEET TO A POINT ALONG THE NORTHERN PROPERTY LINE,

THENCE; NORTH 86° 16' 48" WEST 330.93 FEET, RETURNING TO THE TRUE POINT OF BEGINNING.

BEING AN AREA OF ±4.15 ACRES

Situate in Skagit County, State of Washington.

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This temporary easement includes the above-depicted shaded area required for removal of non-native plants and installation of riparian vegetation and livestock exclusion fencing.

Parcel Number: P50378

Address: 4731 Friday Creek Road
Burlington, WA 98233

Situate in the County of Skagit, State of Washington

EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN SCOPE OF WORK

Overview

The restoration Project site at Landowner's Property is located along an unnamed tributary to Wildes Creek. The Landowner has cattle that currently have access to the tributary and an adjacent wetland.

Livestock Exclusion Fencing

The County will install approximately 1,430 linear feet of livestock exclusion fencing to prevent livestock accessing the unnamed tributary during the winter months. The fencing will consist of four-strand barbed wire and 2 6-foot gates. There is an existing fence along the northern property that the new fence will tie into. The fence will exclude livestock from a tributary along the northern portion of the property, a tributary along the western portion of the property, and a small wetland as shown in Figure 1.

Planting

Following installation of the fencing the northern portion of the property will be planted with approximately 180 native plants at a density of 8-feet on center. At least 30% of the installed plants in both phases will be conifers. Planting will not extend beyond the northern portion because the Landowner intends to allow Landowner's animals access to this area during the dry summer months. Planting shall not occur during unsuitable soil or weather conditions as determined by the Project Manager.

Maintenance

Maintenance of planting will be conducted for three seasons after planting is complete. Maintenance is expected to be limited because the area has little to no non-native species.

Timeline

The installation of the livestock exclusion fencing will occur in late fall 2015 or early 2016. All planting will be completed by March 2016. Landowner will be notified at least one week prior to any work at the site.



Figure 1. Livestock exclusion fencing location. 6-foot man gates are shown as red boxes.

EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNERS' PROPERTY

PARCEL "E":

That portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 36 North, Range 4 East, W.M., lying Easterly of Friday Creek Road.

Situate in the County of Skagit, State of Washington.