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07/05/2018 03:52 PM Pages: 1 of 9 Fees: \$107.00
Skagit County Auditor

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

JUL 03 2018

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

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Kairn F. Johnson and Richard F. Furman**, both single individuals.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within Lot 13,
Thomas Creek

ASSESSOR'S TAX / PARCEL NUMBER(S): **P80734** (Xref ID: 4375-000-013-0004)

TEMPORARY EASEMENT

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

The undersigned, **Kairn F. Johnson** and **Richard F. Furman**, both single individuals (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 removal of invasive vegetation and installation of native plantings 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 Resources Stewardship Program (NRSP) for the protection, improvement, and enhancement of water quality in Skagit County streams for the benefit of downstream saltwater shellfish habitat.

1.2 Landowners represent and warrant to the County that the Landowners are the legal owners 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 agree 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 on Landowners' 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 Landowners retains 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.

1.5 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 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 Landowners' Property within the area of the Temporary Easement (as described and depicted in Exhibit "A" and Exhibit "B"), 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, removal of invasive vegetation and installation of riparian planting 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 are 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 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.

GRANTORS:

[Signature]
Karin F. Johnson
DATED this 5 day of June, 2018.

[Signature]
Richard F. Furman
DATED this 6 day of JUNE, 2018.

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Kairn F. Johnson** and **Richard F. Furman**, both single individuals, are the people who appeared before me, and said people acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 6 day of JUNE, 2018.

(SEAL)

[Signature]
Notary Public
Print name: EMILY DEBENNE
Residing at: Bellingham WA
My commission expires: 5-23-20



GRANTEE:
DATED this 27 day of June, 2018

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20050224:

County Administrator

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"

TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN PARCEL NUMBER P80734, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHEASTERN PROPERTY CORNER OF SKAGIT COUNTY TAX PARCEL P80734;

THENCE WESTERLY ALONG THE SOUTHERN PROPERTY LINE ± 128 FEET TO THE LOCATION OF THE FENCE AS IT EXISTED ON 5/16/2018;

THENCE NORTHERLY ALONG THE FENCE ± 121 FEET TO THE NORTHERN PROPERTY LINE;

THENCE EASTERLY ± 57 FEET TO THE NORTHEASTERN PROPERTY CORNER;

THENCE SOUTHERLY ALONG THE EASTERN PROPERTY LINE ± 147 FEET, RETURNING TO THE TRUE POINT OF BEGINNING.

BEING AN AREA OF ± 0.28 ACRES

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This temporary easement includes the above-depicted yellow (solid) outlined area required for removal of invasive vegetation and installation of native plants.

Parcel Number: P80734
Address: 6953 Danya Place
Sedro Woolley, WA 98284
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 Landowners’ Property is located along a tributary to Thomas Creek. The Project goal is to remove invasive blackberries and install native plants in an effort to improve water quality on site for the protection, improvement, and enhancement of downstream saltwater shellfish habitat.

Planting

Approximately 200 plants will be installed with an 8-foot spacing. At least 60% of the total installed plants will be conifers. Blackberry removal will occur prior to installation of native plants. This will include weed-eating and spraying the re-growth approximately 6-weeks later with a glysohate mixture. If the blackberry infestation is believed to require an additional treatment, plants will be installed the following fall. Otherwise they will be installed the spring following initial treatment.

Maintenance

Maintenance will be conducted for 3 seasons after planting is complete. Maintenance will occur on one site visit per year to ensure the plants are not being overwhelmed by non-native invasive plants.

Monitoring

Planting maintenance is intended to achieve at least 80% survival of installed plants in year 3 following planting. Vegetation survival will be monitored annually during the early summer. If survival rates of less than 80% are observed by the 3rd season following planting, then additional plants will be installed in the fall of that year to bring the stocking rate to at least 80% of the original planting target.

Timeline

Fall 2018	January through March 2019	Fall 2019 (if needed)	January through March 2020	Summer 2020 and 2021	Summer 2022
Blackberry treatment and removal	If blackberries do not need additional treatment: Installation native plants and protective tubing	Blackberry treatment and removal	Installation native plants and protective tubing	Site Maintenance	Site Maintenance and tube removal

EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNERS' PROPERTY

Lot 13, "PLAT OF THOMAS CREEK," as per plat recorded in Volume 12 of Plats, pages 14 and 15, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.