

Recording Requested By And
When Recorded Mail To:

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


201808140087
08/14/2018 02:07 PM Pages: 1 of 12 Fees: \$110.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 14 2018

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

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Jeffrey L. Walden**, as his separate estate.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within a portion of Section 8, Township 36, Range 4.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P49092** (Xref ID: 360408-0-003-0003) and **P49101** (Xref ID: 360408-0-006-0117)

TEMPORARY EASEMENT

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

The undersigned, **Jeffrey L. Walden**, as his 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 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 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 protection, improvement, and enhancement of water quality in Skagit County streams for the benefit of downstream saltwater shellfish habitat.

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 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 a forty-eight (48) hour 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" and Exhibit "B"), 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 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 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 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 Landowners' 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.

GRANTOR:

Jeffrey L. Walden
Jeffrey L. Walden

DATED this 23 day of July, 2018.

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Jeffrey L. Walden**, as his separate estate, is the person who appeared before me, and said person acknowledges 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 23RD day of July, 2018.

(SEAL)



Thomas McGehee
Notary Public
Print name: THOMAS MCGEE
Residing at: BELLEVUE
My commission expires: SEPT 15, 2020

GRANTEE:
DATED this 9 day of August, 2018.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chair

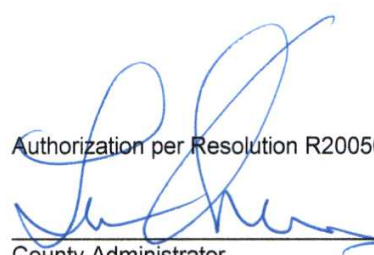
Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20050224:



County Administrator

Recommended:



Department Head

Approved as to form:



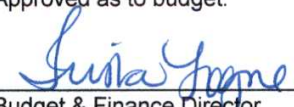
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

EXHIBIT "A"

TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

PLANTING A:

A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN PARCEL NUMBER P49092 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHWESTERN END OF THE DRIVEWAY ACCESSING SKAGIT COUNTY TAX PARCEL P49092;

THENCE NORTHEASTERLY 10 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTHEASTERLY ± 236 FEET MAINTAINING A DISTANCE OF 30 FEET FROM ALGER CAIN LAKE ROAD;

THENCE SOUTHERLY ± 34 FEET;

THENCE SOUTHWESTERLY ± 148 FEET;

THENCE SOUTHWESTERLY ALONG THE TREE LINE THAT EXISTING ON JULY 17, 2018 ± 75 FEET TO A POINT 10 FEET NORTHEAST OF THE DRIVEWAY;

THENCE NORTHWESTERLY ± 109 FEET, MAINTAINING A DISTANCE OF 10 FEET FROM THE DRIVEWAY AND RETURNING TO THE TRUE POINT OF BEGINNING.

ALSO WITH AN AREA 10 FEET BY 85 FEET THAT BEGINS AND MAINTAINS A DISTANCE OF 10 FEET SOUTHERLY OF THE DRIVEWAY.

BEING AN AREA OF ± 0.28 ACRES

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

PLANTING B:

A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN PARCEL NUMBER P49091 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE WESTERN EDGE OF BUTLER CREEK ROAD THAT IS WEST OF THE NORTHERN PROPERTY LINE OF SKAGIT COUNTY TAX PARCEL P49195;

THENCE SOUTHERLY ± 205 FEET ALONG THE WESTERN EDGE OF BUTLER CREEK ROAD;

THENCE WESTERLY ± 80 FEET;

THENCE NORTHERLY ± 200 FEET;

THENCE EASTERLY ± 75 FEET AND RETURNING TO THE TRUE POINT OF BEGINNING.

BEING AN AREA 0.36 ACRES

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

PLANTING C:

A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN PARCEL NUMBER P49092 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN PROPERTY CORNER OF SKAGIT COUNTY TAX PARCEL P49092;

THENCE SOUTHERLY ± 905 FEET ALONG THE EASTERN PROPERTY LINE OF TAX PARCEL P49092 AND THE WESTERN EDGE OF BUTLER CREEK ROAD;

THENCE NORTHWESTERLY ± 145 FEET TO THE TREE LINE AS EXISTED ON JULY 17, 2018;

THENCE NORTHEASTERLY ± 243 FEET ALONG THE EXISTING TREE LINE;

THENCE NORTHERLY ± 336 FEET TO THE NORTHERN PROPERTY LINE OF TAX PARCEL P49092 AT A POINT ± 500 FEET EAST OF ALGER CAIN LAKE ROAD;

THENCE EASTERLY ± 620 FEET ALONG THE NORTHERN PROPERTY LINE OF TAX PARCEL P49092, RETURNING TO THE TRUE POINT OF BEGINNING.

BEING AN AREA 5.27 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 the removal of invasive vegetation and installation of native plants.

Parcel Numbers: P49091 and P49092
Address: 1333 Alger Cain Lake 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

The restoration Project site at Landowner's Property is located along a tributary to Silver Creek and a tributary to the creek. The Project goal is to install native plants and livestock exclusion fencing in an effort to improve water quality on site for the protection, improvement, and enhancement of downstream saltwater shellfish habitat.

Planting

Approximately 2,595 plants will be installed with an 8-foot spacing. At least 30% of the total installed plants will be conifers.

Planting will occur in 3 sections and is further described in Exhibits "A" and "B" (Figure 1).

Planting A is adjacent to the driveway. It consists of two small plantings, each with a 10-foot setback from the driveway (Figure 2). Planting A will comprise approximately 204 plantings and totals 0.28 acres.

Planting B is 0.36 acres (Figure 3). This planting area will comprise approximately 218 plantings.

Planting C is 5.27 acres (Figure 4). This planting area will comprise approximately 2,175 plantings.

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	Summer 2019	Summer 2020	Summer 2021
Installation of Native Plants and protective tubing	Site Maintenance	Site Maintenance	Site Maintenance and tube removal



Figure 1. Three planting areas showing in more detail in Figures 2, 3, and 4.



Figure 2. Planting Area A. 0.28 acres



Figure 3. Planting Area B. 0.36 acres.



Figure 4. Planting Area C. 5.27 Acres

EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Beginning at the point of intersection of the East line of the Alger-Park County Road with the North line of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 35 North, Range 4 East, W.M., thence East 1150 feet, more or less, to the West line of the Bloedel Donovan Mills Railway, as the same existed on December 15, 1926; thence Southwesterly along the West line of said right-of-way to the Southeast corner of Tract as conveyed to Anna Elliott, by Deed dated December 24, 1919, and recorded September 22, 1925 in Volume 137 of Deeds, page 535 under Auditor's File No. 187490, records of Skagit County, Washington; thence Northwesterly along the Easterly line of said Elliott Tract to the South line of Alger-Park County Road; thence Northeasterly along the South line of said County Road to the point of the beginning.

Also all that portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 35 North, Range 4 East, W.M., lying East of the Bloedel Donovan Lumber Mills Railway, as above referred to, and West of the Warner's Prairie Branch, Bloedel Donovan Lumber Mills Railway, as the same existed on December 15, 1926.

TOGETHER WITH that vacated portion of the Alger-Cain Lake Road that has reverted thereto by operation of law,

EXCEPT those portions conveyed to Skagit County by Right-of-Way Deeds recorded May 25, 1953 and April 14, 1971, under Auditor's File Nos 489890 and 751092, described as follows:

A strip of land 80 feet wide in the North $\frac{1}{2}$ of Section 8, Township 36 North, Range 4 East, W.M., said strip lying 30 feet on either side of the following described centerline:

Beginning at a point on the East-West centerline of the said Section 8 which bears North 89 degrees 54'21" West and is 283.98 feet distant from the center of said Section 8, thence North 37 degrees 24' East a distance of 822.95 feet to a point on the North line of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ which point bears South 89 degrees 29'22" East and is 236.07 feet distant from the Northwest corner of the said South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; EXCEPT existing County Road right-of-way.

The East 15 feet of that portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 36 North, Range 4 East, W.M., lying West of the Westerly right-of-way line of Butler Creek Road #5351 as it now exists.

Less that certain tract of land conveyed to Lester E. Stolz and Margaret Stolz, husband and wife, by Deed dated July 31, 1967 and recorded August 2, 1967 under Auditor's File NO. 702760, records of Skagit County, Washington.