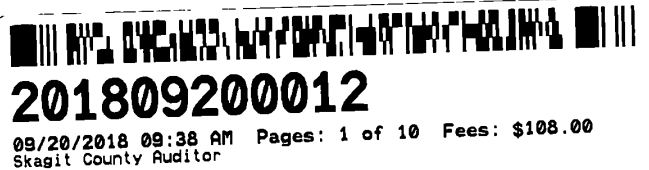


Recording Requested By And  
When Recorded Mail To:

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



SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 19 2018

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

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Norah Osenbach**, a surviving spouse of Russell J. Osenbach

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within Lot 6, Samish River Park No. 1, Recorded in Volume 9 of plats, pages 43 and 44, records of Skagit County Washington.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P68682** (Xref ID: 3990-000-006-0000)

#### **TEMPORARY EASEMENT**

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

The undersigned, **Norah Osenbach**, a surviving spouse of Russell J. Osenbach (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 removal of invasive vegetation, bank stabilizing large woody debris (LWD), 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 bank stabilizing large woody debris and native 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 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.

## GRANTOR:

Norah Osenbach  
Norah Osenbach  
DATED this 6<sup>th</sup> day of September, 2018.

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Norah Osenbach**, a surviving spouse of Russell J. Osenbach, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she executed the forgoing instrument as her duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 6<sup>th</sup> day of September, 2018.

(SEAL)

Emilie Drenthe  
Notary PublicPrint name: EMILIE DRENTHÉResiding at: Bellingham WAMy commission expires: 5/23/20

DATED this 17 day of September, 2018.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

\_\_\_\_\_  
Kenneth A. Dahlistedt, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Authorization per Resolution R20050224

Recommended:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

9/11/18

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager (9-14-18)

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 P68682 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHWESTERN PROPERTY CORNER OF SKAGIT COUNTY TAX PARCEL P68682;

THENCE EASTERLY ALONG THE NORTHERN PROPERTY LINE TO A POINT  $\pm 45$  FEET FROM THE EASTERN ORDINARY HIGH WATER MARK (OHWM) OF THE SAMISH RIVER;

THENCE SOUTHWESTERLY  $\pm 40$  FEET TO A POINT 23 FEET FROM THE OHWM OF THE EASTERN BANK OF THE SAMISH RIVER;

THENCE  $\pm 35$  FEET TO THE SOUTHERN PROPERTY LINE AT A POINT  $\pm 30$  FEET FROM THE EASTERN OHWM OF THE SAMISH RIVER;

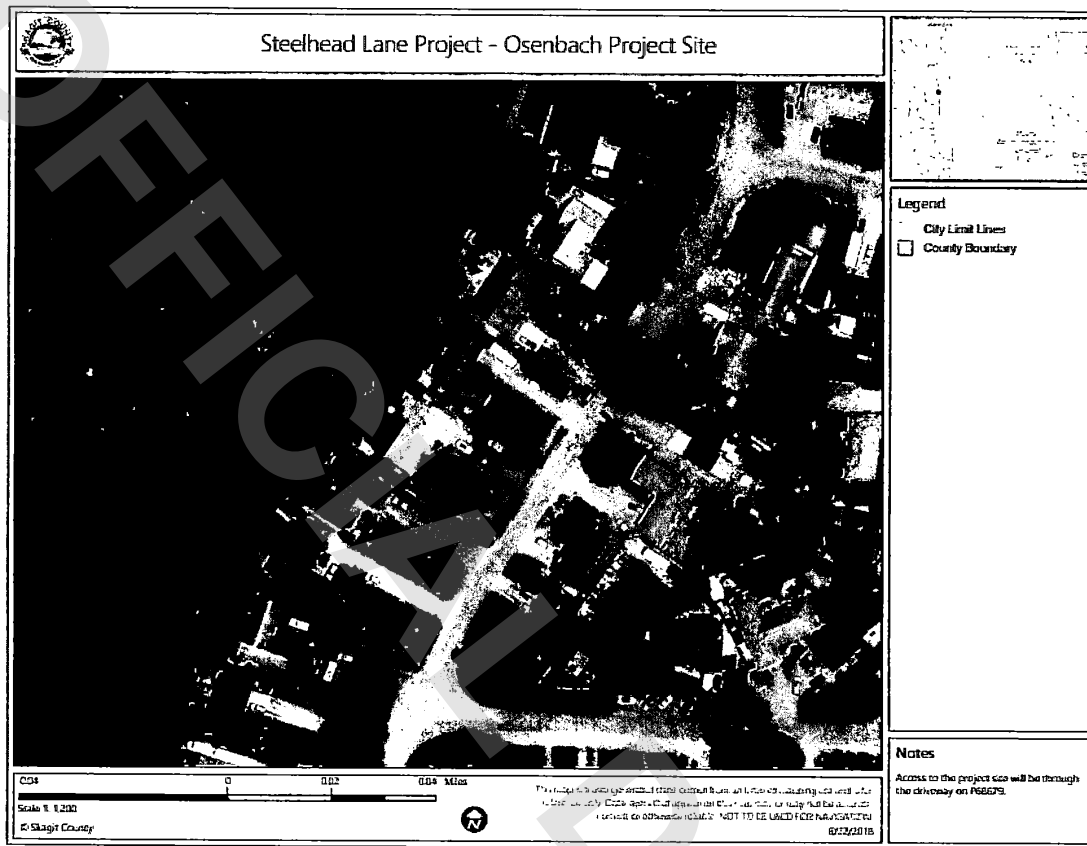
THENCE NORTHWESTERLY ALONG THE SOUTHERN PROPERTY LINE  $\pm 30$  FEET TO EASTERN OHWM OF THE SAMISH RIVER;

THENCE  $\pm 72$  FEET NORTHEASTERLY ALONG THE EASTERN OHWM OF THE SAMISH RIVER, RETURNING TO THE TRUE POINT OF BEGINNING.

BEING AN AREA OF  $\pm 0.05$  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 bank stabilizing large woody debris and riparian vegetation.

Parcel Number: P68682  
 Address: 7188 Steelhead Lane  
 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 the Samish River. The Project goal is to improve bank stabilization and install native plants in an effort to improve water quality on site for the protection, improvement, and enhancement of downstream saltwater shellfish habitat. This Project is a partnership between four property owners at the site.

**Drainage**

A small drainage pipe was installed by Skagit County forces. The pipe runs between the Landowner's Property and their northern neighbor, who is also participating in this Project (Figure 1). The pipe will be relocated to better allow the flap gate to open during storm events and to reduce the sedimentation issue that routinely blocks the flap. Landowner recognizes and agrees that the Project is not intended to provide any flood control protection or benefit.

**Large Woody Debris**

A series of large wood pieces with rootwads attached will be installed to reduce erosion on the property (Figure 2). Coir lifts will be built averaging 12-18" in height and 2' in depth. Skagit County will obtain all required permits. If permits are not obtained within the allowable in-water work window, the installation of LWD and planting will be moved to 2019, extending maintenance through 2022.

**Planting**

Approximately 75 plants will be installed with an 8-foot spacing. At least 30% of the total installed plants will be conifers. All plants will have a protective tube placed on it to allow for easier maintenance and protect against forage. Protectors will be buried a minimum of 2 inches in the ground and supported with wooden stakes. Protectors will be removed during the final season of maintenance in 2021.

**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-natives 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 3<sup>rd</sup> 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

August through October 2018	September through October 2018	October 2018 through December 2018	Summer 2019	Summer 2020	Summer 2021
Permit preparation for LWD installation	Installation of LWD	Installation native plants and protective tubing	Site Maintenance	Site Maintenance	Site Maintenance and tube removal

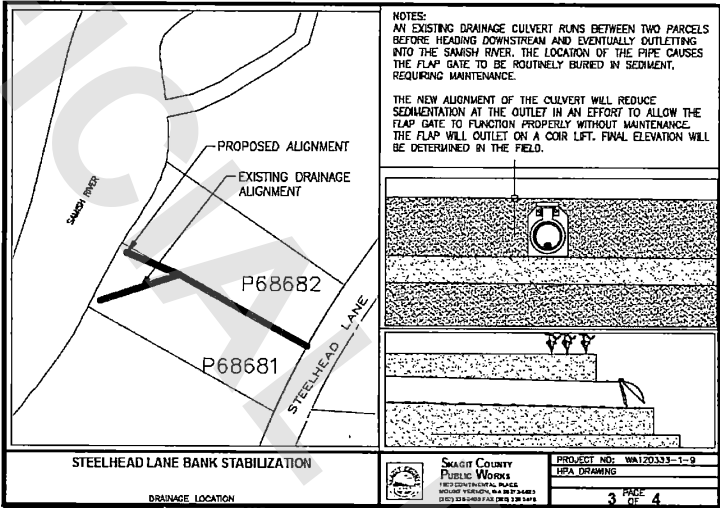


Figure 1. Drainage Improvement Plan

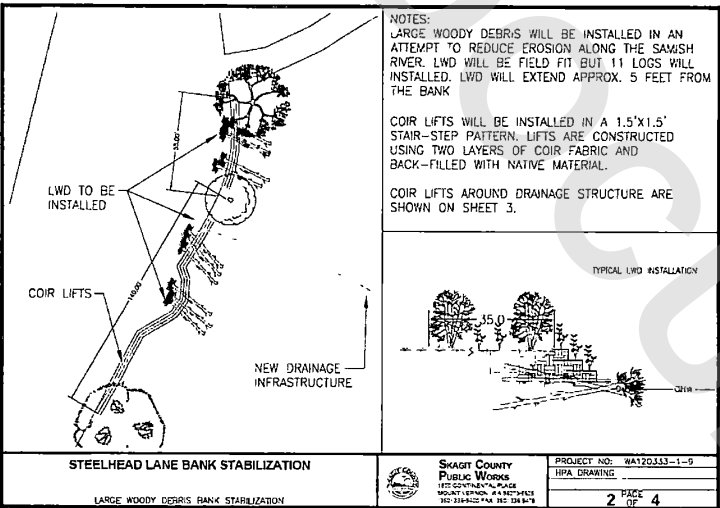


Figure 2. Large Woody Debris Installation

**EXHIBIT "D"**  
**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY**

TRACT 6, SAMISH RIVER PARK, DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 9 OF PLATS, PAGES 43 AND 44, RECORDS OF SKAGIT  
COUNTY, WASHINGTON.