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



SKAGIT COUNTY  
Contract # C20210038  
Page 1 of 14

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Sharon A. Riels and Redginald O. Riels**, a married couple

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within LOT 1, MOUNTAIN VIEW MEADOWS, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 9, 2004 UNDER AUDITOR'S FILE NO. 200408090154, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P121890** (Xref ID: 4841-000-001-0000)

**TEMPORARY EASEMENT**

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

The undersigned, **Sharon A. Riels and Redginald O. Riels**, a married couple, (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 construction of a livestock crossing and exclusion fencing, 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 retain 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 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 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 a livestock crossing, exclusion fencing, 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 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 a substantially similar 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 is 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 (including for the workplace safety of the County's employees, agents, or representatives while performing Project work on the Landowners' Property). 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:

Sharon A. Riels

Sharon A. Riels

DATED this 1/11/21 day of Jan., 2021.

Redginald O. Riels

Redginald O. Riels

DATED this 11 day of January, 2021.

STATE OF WASHINGTON

COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that **Sharon A. Riels** and **Redginald O. Riels**, a married couple, are the person(s) who appeared before me, and said persons 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 11th day of January, 2021.



Notary Public

Print name: Jennifer D. Neshe

Residing at: Skagit County

My commission expires: 06/04/2024



*Lissa Gagne*  
Budget & Finance Director

**EXHIBIT "A"**  
**TEMPORARY EASEMENT AREA LEGAL DESCRIPTION**

A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN PARCEL NUMBER P121890, FURTHER DESCRIBED IN EXHIBIT "D" OF THIS DOCUMENT, THE EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHEASTERN PROPERTY CORNER AND THE INTERSECTION WITH CONCRETE SAUK VALLEY ROAD;

THENCE NORTHERLY ALONG THE EASTERN PROPERTY LINE A DISTANCE OF  $\pm 925$  FEET TO THE POINT THAT THE PROPERTY LINE TURNS EASTERLY;

THENCE NORTHERLY XXX  $\pm 165$  FEET;

THENCE WESTERLY  $\pm 206$  FEET TO THE EASTERN EDGE OF THE DRIVEWAY AS IT EXISTED ON 11/17/2020;

THENCE SOUTHEASTERLY  $\pm 55$  FEET ALONG THE EASTERN EDGE OF THE DRIVEWAY TO THE NORTHWESTERN CORNER OF THE BARN AS EXISTED ON 11/17/2020;

THENCE EASTERLY  $\pm 55$  FEET ALONG THE NORTHERN SIDE OF THE BARN TO THE NORTHEASTERN CORNER;

THENCE SOUTHERLY  $\pm 364$  FEET TO A POINT 35 FEET EAST OF THE SOUTHEASTERN CORNER OF THE POND AS IT EXISTED ON 11/17/2020;

THENCE WESTERLY  $\pm 185$  FEET ALONG THE SOUTHERN EDGE OF THE POND TO THE EASTERN EDGE OF THE DRIVEWAY, A POINT 38 FEET EASTERLY OF THE WESTERN PROPERTY LINE;

THENCE SOUTHERLY  $\pm 35$  FEET TO A POINT 35 SOUTH OF THE POND AS IT EXISTED ON 11/17/2020;

THENCE EASTERLY  $\pm 126$  FEET MAINTAINING 35 FEET FROM THE SOUTHERN EDGE OF THE POND;

THENCE SOUTHERLY  $\pm 640$  FEET MAINTAINING 35 FEET FROM THE ORDINARY HIGHWATER MARK OF THE WEST SIDE OF THE UNNAMED TRIBUTARY TO A POINT ALONG THE SOUTHERN PROPERTY LINE;

THENCE EASTERLY ALONG THE SOUTHERN PROPERTY LINE  $\pm 210$  FEET, RETURNING TO THE TRUE POINT OF BEGINNING.

BEING AN AREA OF  $\pm 5.04$  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 installation of a livestock crossing, exclusion fencing, removal of invasive vegetation, and planting riparian vegetation.

Parcel Number: P121890  
Address: 46003 Concrete Sauk Valley Road  
Concrete, WA 98237  
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 an unnamed tributary (Figure 1). The Project goal is to reduce the potential for livestock to pollute the waterway. The project includes the removal of invasive vegetation and replanting with native plants, installation of livestock exclusion fencing and a manure storage bin, and may include the installation of a livestock crossing in an effort to improve water quality on site for the protection, improvement, and enhancement of downstream saltwater shellfish habitat. In total the area is 4.27 acres.

**Site Preparation****Invasive Species Control**

Invasive weed control will occur during the site in preparation for planting starting in the spring of 2021. The weed of concern that has been identified at this site is Himalayan blackberry.

Himalayan Blackberry: Blackberry grows in a scattered monoculture along the portions of the unnamed tributary. In 2021 blackberry will be brushcut. The blackberry will then grow for approximately 6-8 weeks to about shin-height before being sprayed with 5% glyphosate herbicide with non-ionic surfactant. Areas within 25 feet of running water will be sprayed with the aquatic formula of glyphosate to reduce environmental impact. This treatment will be repeated in 2022 to ensure complete control prior to planting.

Invasive weed species that can impede establishment and growth of native plants at riparian restoration sites are controlled in a manner that is cost effective and consistent with accepted ecological restoration methods. We minimize use of herbicides to the maximum extent practical. Herbicide is applied under the supervision of a licensed applicator, with a licensed operator on site at all times during work. Operators are licensed to work in and around water and in a terrestrial environment. Herbicide will be applied in accordance with guidelines designated by the Environmental Protection Agency on appropriate herbicides for fish bearing streams. No herbicide application is conducted when rain is predicted within 6-hours or winds speeds are greater than 10mph.

The following herbicides are proposed at this site:

Roundup Custom: <https://www.sdslibrary.monsanto.com/MSDS%20Datasheet/8121f99d-ad3b-49ac-875d-228b0ccdb7f3/RoundupCustom-AquaticTerrestrialUse.O15.pdf>

If chemicals proposed for use change the landowner will be notified in writing, provide updated MSDS sheets and obtain approval prior to utilization. Landowners will be notified by phone at least 48 hours prior to any herbicide treatment.

I acknowledge that I have been informed of and agree to use of herbicide at my property.

                     (Landowners' initials)



**Livestock Exclusion Fencing**

Skagit County will begin installation of the livestock exclusion fencing in January 2021 or soon thereafter (Figure 1). County staff will install 1,470 feet of fencing which will include three gates. Two of the gates will be 10-feet and the southern gate will be a 6-foot gate. Fencing will include four strands of smooth wire, with the top three strands to include insulators so that it can be electrified by the Landowners at a later date. Six foot metal t-posts will be installed a maximum distance of 10' apart. Wooden braces will be installed at all corners and changes in topography. One wooden post will be installed in each run that exceed 500' of t-posts.

**Livestock Crossing**

Skagit County may install a small livestock crossing. The crossing will be constructed of wood as shown in Figure 2. The crossing will allow livestock to cross between pastures without damaging the riparian area or the unnamed tributary. Approximately 120 feet of livestock exclusion fencing (60 feet on each side) will be installed as an alleyway between Pasture 1 and Pasture 2. The approximate location of the crossing is shown in Figure 3.

**Manure Storage**

A manure storage bin will be installed on the property to provide an area to store and compost manure for disposal. The manure storage will be installed in a field-fit location to the north of the barn. Two bins will be installed with ecology block sides, a wooden separator wall, and a roof (Figure 4).

**Planting**

Following site preparation, County staff or a Consultant will begin planting in the winter of 2021/2022. Installation of native trees and shrubs along the stream, leaving room for maintenance access along fencing will occur. Plantings along the stream will be a mix of conifer, deciduous trees, and shrubs. Approximately 850 native species will be installed (Figure 5). Plants along the pond and unnamed tributary will be installed at an average of 8-feet on center with willows and other livestock plants at 6-feet on center. Plants will have plant protectors installed to protect from vole browse. These will be removed during the last maintenance visit.

**Maintenance**

Maintenance will be conducted for three years from the latest planting date. Maintenance will occur on one site visit per year to ensure the plants are not being overwhelmed by non-natives invasive plants. Maintenance will include mowing and may include spraying and will occur in mid-summer. Maintenance will occur by County staff or a Contractor.

**Monitoring**

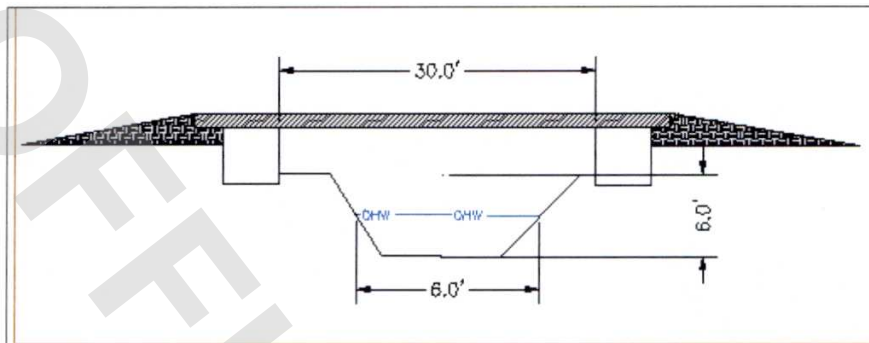
Planting sites are monitored for 3-years following establishment, by staff during the time when the Project is active. Plots are sampled in years 1, 2, and 3.

Planting maintenance is intended to achieve at least 80% survival of installed plants or 190 shrubs per acre is met 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 summer of 2023.



Figure 1. Fencing schematic





## NOTES:

1. COUNTY WILL INSTALL A 6-FOOT WIDE BY 30-FOOT LONG WOODEN PEDESTRIAN BRIDGE.
2. BRIDGE WILL BE PLACED ON TWO ECOLOGY BLOCKS ON EITHER SIDES. THE BLOCKS WILL BE BURIED APPROXIMATELY 1-FOOT IN THE GROUND WITH THE BRIDGE BEAMS PLACED ON TOP OF THEM.
3. DECKING WILL BE WOODEN 2"x6" OR 2"x4".
4. APPROACHES WILL BE CONSTRUCTED OF WOOD DECKING.
5. THE BRIDGE WILL BE A MINIMUM OF 3-FEET ABOVE THE ORDINARY HIGH WATER MARK.

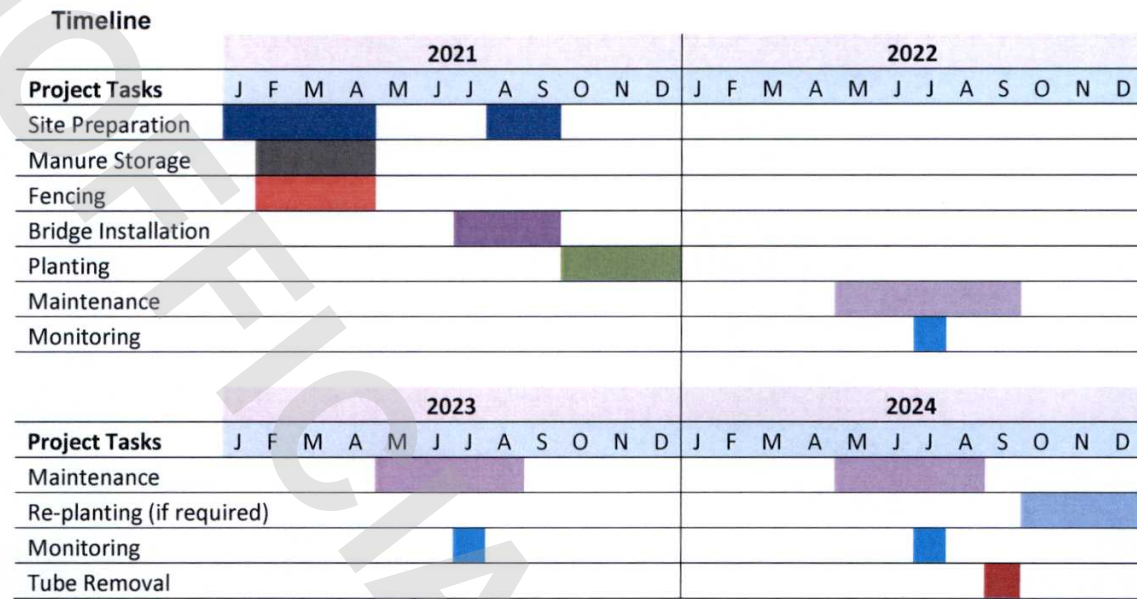
Figure 2. Livestock crossing that may be installed



Figure 3. Livestock crossing location.







**EXHIBIT "D"**  
**LEGAL DESCRIPTION OF LANDOWNERS' PROPERTY**

Lot 1, MOUNTAIN VIEW MEADOWS, according to the plat thereof, recorded August 9, 2004, under Auditor's File No. 200408090154, records of Skagit County, Washington.