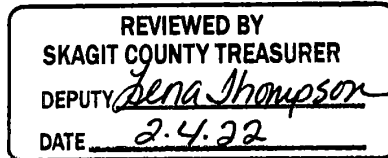


Recording Requested By And
When Recorded Mail To:

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



DOCUMENT TITLE: TEMPORARY EASEMENT

SKAGIT COUNTY
Contract # C20220027

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable Page 1 of 12

GRANTOR(S): Louis J. Auriemma Sr., Trustee of the Louis Auriemma, Sr. Revocable
Trust Agreement dated April 9, 1996.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within Section
25, Township 36, Range 4; Ptn. South $\frac{1}{4}$ (aka Lot 3 Short Plat No. 94-007)

ASSESSOR'S TAX / PARCEL NUMBER(S): P117344 (Xref ID: 360425-3-006-0100),

TEMPORARY EASEMENT

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

The undersigned, Louis J. Auriemma Sr., Trustee of the Louis Auriemma, Sr. Revocable Trust Agreement dated April 9, 1996, (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 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 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 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 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 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 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 (including for the workplace safety of the County's employees, agents, or representatives while performing Project work on the Landowner's Property). 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:

Louis J. Auriemma Sr., Trustee of the Louis Auriemma, Sr. Revocable Trust Agreement dated April 9, 1996,

By: Louis J. Auriemma

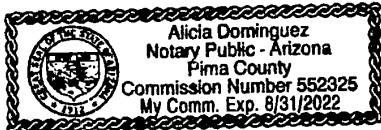
DATED this 22 day of DEC., 2021.

AZ
STATE OF ~~WASHINGTON~~ }
COUNTY OF ~~SKAGIT~~ Pima } ss.

I certify that I know or have satisfactory evidence that **Louis J. Auriemma Sr.**, Trustee of the Louis Auriemma, Sr. Revocable Trust Agreement dated April 9, 1996, 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 22 day of Dec., 2021.

(SEAL)



Alicia Dominguez
Notary Public
Print name: Alicia Dominguez
Residing at: Green Valley, AZ
My commission expires: 08/31/2022

DATED this 19 day of January, 2022.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Peter Browning, Chair

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

Recommended:

Dan Berentson
Department Head

Approved as to form:

1/11/22
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bonnie Beddall
Risk Manager

Approved as to budget:

Shisha Gagne
Budget & Finance Director

Authorization per Resolution R20160001:

Shisha Gagne
County Administrator

EXHIBIT "A"
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A TEMPORARY EASEMENT FOR THE PURPOSE OF RESTORATION AND MAINTENANCE WITHIN PARCEL NUMBER P117344, A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

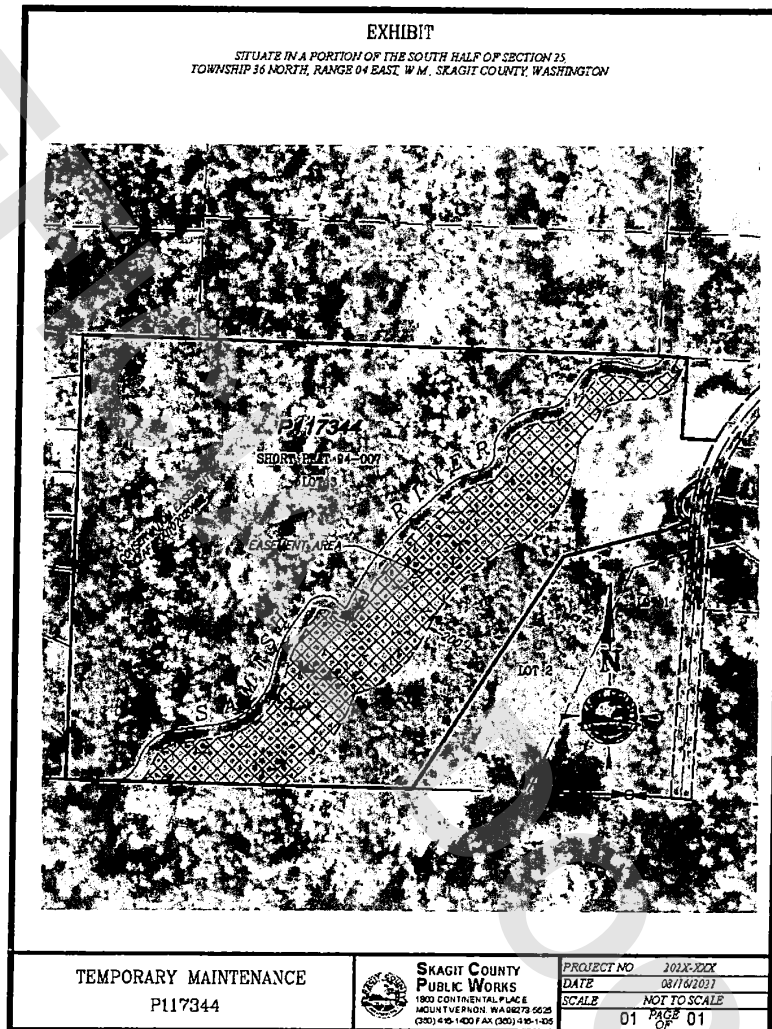
ALL THAT PORTION LYING EASTERLY OF THE EAST BANK OF THE SAMISH RIVER TO A LINE 200 FEET, MORE OR LESS, PARALLEL WITH SAID EAST BANK. EXCEPT ANY PORTION THEREOF WITH IMPROVEMENTS, LANDSCAPING OR OTHER OCCUPATIONAL INDICATORS.

SITUATE IN THE COUNTY OF SKAGIT, STATE WASHINGTON.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

Authorization per Resolution R20160001:

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This temporary easement includes the above-depicted shaded area required for removal of invasive vegetation and planting riparian vegetation.

Parcel Numbers: P117344
 Address: 4750 Blank 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 site (Project) at the Landowner's Property is located between on the Samish River below Vernon Creek. The Skagit County Noxious Weed Control program is actively managing knotweed on the site. The goal of this Project is to remove invasive vegetation where it occurs on the Project restoration site creek vicinity and establish native trees and shrubs to fill the growing space created from noxious weed control. The planting area is located on both east and west banks of the river. On the east side, an old CREP project has established a dense conifer canopy beyond the bank areas. The bank planting on the east side would range from 10' to 60' to fill the gap between the river and the CREP plantings. On the west side mature alder is the dominant cover, with understory of salmonberry and knotweed. Planting on this side is bounded by wetlands to the west. Planting this area would improve roughly 1500 linear feet of stream for the benefit, protection, and improvement of downstream saltwater shellfish habitat.

Total planting area is about 13 acres.

SITE PREPARATION**Invasive Species Control**

Control of invasive weeds will occur on the Project site in preparation for planting starting in the winter of 2021-2022. The weeds of concern that have been identified at this site are Himalayan blackberry and Japanese knotweed.

Himalayan Blackberry: Treatment of Himalayan blackberry will include mechanical mowing and herbicide treatments in keeping with Integrated Vegetation Management practices. Before planting begins SFEG crews will mow blackberries twice in the summer of 2022. Herbicide application will take place according to Labeled instructions. Timing will be four to six weeks after mowing to target smaller, actively growing canes. Blackberries should be mowed at least twice during the growing season for the duration of the Project.

Japanese Knotweed: Knotweed grows in dense thickets lining much of the Samish River on the Landowner's Property. County crews have made significant headway in treating this infestation, but continued treatments with herbicide will be needed. Mechanical control and root crown removal may also be used. After treatment, patches will require yearly monitoring to ensure no regrowth, as a new patch can quickly re-establish from just a single surviving stem.

Invasive weed species that can impede establishment and growth of native plants at riparian restoration sites will be controlled in a manner that is cost effective and consistent with accepted ecological restoration methods. Ongoing maintenance of invasive species work on this site will be coordinated with Skagit County Noxious Weed Control program efforts.

Washington State Class A weeds are those species where control is required when these species are found. If encountered in the field they will be reported to the Landowner in writing. The Landowner will be provided information on state control requirements and recommended

methods. If approved by the Landowner, these weeds will be controlled using recommended methods.

Washington State Class B weeds are those species where control is recommended by the state and/or recommended/required by the county noxious weed board. If encountered at a work site, crews will inform the Landowner of the presence of Class B species and provide information on recommended means of control. Control of Class B weeds will not be conducted as part of this restoration Project.

The following Class C weeds are a threat to successful riparian restoration if they occur within restoration sites:

- Himalayan blackberry (*Rubus armeniacus*)
- Evergreen blackberry (*Rubus laciniatus*)
- Morning glory (*Convolvulus arvensis*)
- English ivy (*Hedera spp.*)
- Old man's beard/Travelers joy (*Clematis vitalba*)
- Reed canary grass (*Phalaris arundinacea*)

The above class C weeds will be controlled as part of restoration site preparation and maintenance when they occur within the restoration area. The above weeds will be controlled within the restoration area for the duration of the contract.

The following herbicides are proposed at this site:

Polaris: <http://www.cdms.net/ldat/ld8KR002.pdf>

If chemicals proposed for use change the Landowner will be notified in writing, provide updated MSDS sheets and obtain approval prior to utilization. Landowner 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.

Ja (Landowner's initials)

Planting

Planting will begin in the winter of 2021/2022 (Figure 1). Crews will plant 2,300 native trees and shrubs prior to March 2022, when the greatest threat of frost has passed. Crews will plant native trees and shrubs in the areas not undergoing treatment for knotweed. Plants will be spaced on average 8' apart but may be clustered to take advantage of natural topography, water, and canopy gaps. No protectors will not be used in project area, but each planting will be marked with a bamboo stake to make them visible during future site maintenance.

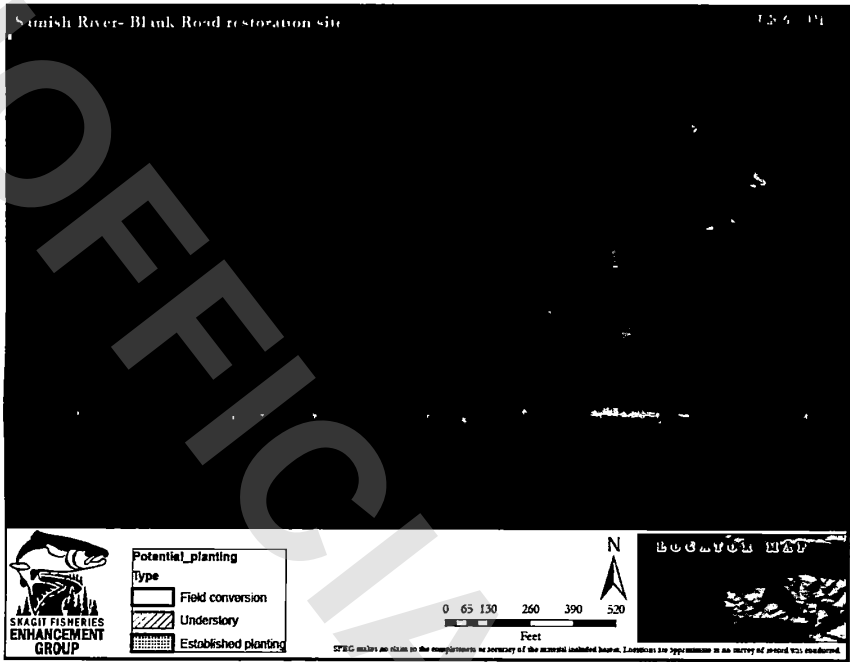


Figure 1. Planting schematic

Bank Stabilization

During the summer, an area approximately 75 feet in length will have large woody debris installed to improve downstream saltwater shellfish habitat while reducing fine sediment inputs for the benefit of water quality on site and downstream. Bank stabilization work will occur in summer 2022. Access for this work will only occur while the Landowner is on site and directing location. A small wood structure will be placed with coir lifts installed to further stabilize the banks and allow for additional planting area. The site is located directly in front of the Landowner's home and will have a 10 foot buffer installed waterward of the structure. Plants in this area shall be low growing to not fully obstruct the view. All disturbed areas will be smoothed with topsoil and grass replanted via broadcast or hydroseeding. The wood structure will be field fit. See Figure 2 for more information. Landowner recognizes and agrees that the Project is not intended to provide any flood control protection or benefit.

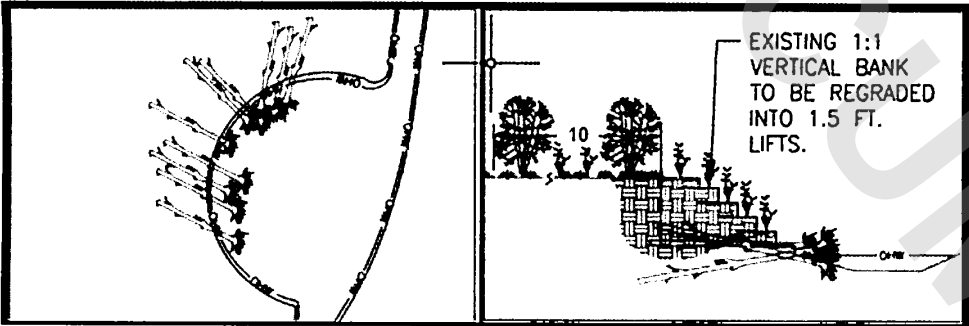


Figure 2. Typical Bank stabilization plan. Exact wood placement will be field fit.

Maintenance

After planting, work will continue mechanical, cultural, and biological control of invasive weeds for the duration of the Project. The status of invasive weeds will be monitored on a yearly basis. Maintenance will be conducted at least twice per growing season. Digging root crowns, mulching plants, replanting, or other activities may be conducted as appropriate. These activities will continue through the end of 2024.

Monitoring

Vegetation monitoring plots will be distributed across the planting area. Planting sites are actively monitored for three (3) years and may be monitored up to ten (10) years following establishment. Plots are sampled in years 1, 2, and 3 and may be sampled in years 5, 7, and 10.

Plant mortality, health, and herbivory or other damage are recorded to derive an overall site condition each year. Survival percentage (compared to the original number of plants installed) and tree-stocking (total trees per acre including both planted and naturally recruited trees) are evaluated in each year that monitoring occurs. These data are used to determine the need for revegetation; at least 80% of the plants originally installed need to be alive or 80 conifers per acre stocking at the end of the three-year maintenance period. The need for re-planting will be evaluated in the summer of 2023.

Timeline

	2022												2023											
Project Tasks	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Site Preparation																								
Planting																								
Bank Stabilization																								
Maintenance																								
Monitoring																								
	2024												2025											
Project Tasks	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Planting																								
Maintenance																								
Monitoring																								

EXHIBIT "D"
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

That portion of Lot 3 of Short Plat No. 94-007 as recorded in Volume 11 of Short Plats at page 85 under AF#9406210061, records of Skagit County, Washington, in the south half of Section 25, Township 36 North, Range 4 East, W.M.