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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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Dena Thompson
DATE 6.10.24

SKAGIT COUNTY
Contract # C20240263
Page 1 of 12

DOCUMENT TITLE: TEMPORARY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Patricia A. Franklin, an unmarried person.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within AF#9104250073 1992: DR 17: DK 3: BEG 660FT N OF SW C OF NE1/4 SW1/4, SECTION 4, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., TH S 330FT TH E 660FT TH N 200FT TH W TO CO RD TH NLY ALG CO RD TAP E OF POB TH W TPB LESS N 330FT OF S 660FT W OF FRANCIS BACON RD

ASSESSOR'S TAX / PARCEL NUMBER(S): P16270, P16271, and P16283 (Xref ID: 330404-0-019-0002, 330404-0-020-0009, and 330404-0-032-0013)

TEMPORARY EASEMENT

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

The undersigned, **Patricia. A Franklin**, an unmarried person (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 area 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 and livestock exclusion fencing 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 and livestock exclusion fencing 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 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 (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 arising from 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:

Patricia A. Franklin, an unmarried person

By: **Patricia A. Franklin**

DATED this 16th day of May, 2024.

STATE OF WASHINGTON }

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Patricia A. Franklin**, an unmarried person, is the person who appeared before me, and said person acknowledged that she signed this instrument, and 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 16 day of May, 2024.

(SEAL)



Notary Public

Print name: EMILY DERENNE

Residing at: Bellyham WA

My commission expires: May 23, 2024

DATED this 3 day of June, 2024.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Peter Browning, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001:

Susha Logne
County Administrator

Recommended:

[Signature]
Department Head

Approved as to form:

Erik Pedersen
Civil Deputy Prosecuting Attorney
Erik Pedersen, Reviewed 5/30/2024

Approved as to indemnification:

Marylauren
Risk Manager

Approved as to budget:

Susha Logne
Budget & Finance Director

EXHIBIT "A"
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

A temporary easement for the purpose of restoration and maintenance within a portion of the Northeast 1/4 of the Southwest 1/4 of SECTION 4, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., easement area described more particularly as follows:

Beginning at the southwestern corner of Skagit County tax parcel P16283; thence northerly along the western property line to the a point 35 feet north of the southern property line of Skagit County tax parcel P16270; thence easterly approximately 38 feet to a point 35 feet from the eastern bank of Carpenter Creek; thence southerly approximately 243 feet to the southern property line of Skagit County tax parcel P16283; thence westerly along the southern property line, returning to the **Point of Beginning**;

Together with an easement **Beginning** at the northwestern corner of Skagit County tax parcel P16271; thence easterly approximately 38 feet to a point 35 feet from the eastern bank of Carpenter Creek; thence southerly approximately 255 feet to the northern property line of Skagit County tax parcel P16270; thence northwesterly along the driveway as existed on April 17, 2024 to the western property line of said parcel; thence northerly along the western property line of said parcel, returning to the **Point of Beginning**.

Easement area containing approximately 31,801 square feet, more or less.

Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

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 the Project.

EXHIBIT "C"
RIPARIAN RESTORATION AND MAINTENANCE PLAN
SCOPE OF WORK

SITE DESCRIPTION

General location: Lower Skagit Watershed

Total project area (acres): 0.46 acres

OVERVIEW

This privately owned restoration site on Landowner's property is located along Carpenter Creek near Conway. The goal of this project is to install approximately 135 feet of fencing to exclude livestock, including goats and sheep, and plant approximately 0.46 acres of native plants along the creek. This project will support the establishment of 350 native trees and shrubs to improve approximately 486 linear feet of Carpenter Creek. Invasive species control will also occur. This project will help to improve water quality on site for the protection, improvement, and enhancement of downstream saltwater shellfish habitat.

SITE PREPARATION

Invasive Species Control

Removal of Blackberry and other invasive species will occur prior to all other work. Removal will initially be completed by mower and weed-eaters to reduce the large growth of blackberry. Blackberry will be allowed to re-grow to approximately shin height at which time the regrowth will be sprayed. This work will be completed during the summer of 2024. If regrowth continues, a second round of spray may be applied prior to Riparian Restoration. Spray will continue until blackberry is controlled in a manner that native plants can be installed without risk of being overtaken.

NRSP controls invasive weed species that can impede establishment and growth of native plants at riparian restoration sites 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 10 mph. The County applies for and receives an NPDES permit to treat invasive weeds in Washington State each year, and the Pesticide Applicator for staff reports to NPDES yearly on our herbicide applications.

The following herbicides may be used at this site:

Roundup Custom:

https://labelsds.com/images/user_uploads/Roundup%20Custom%20SDS%209-25-20.pdf

Cornerstone Plus:

https://labelsds.com/images/user_uploads/Cornerstone%20Plus%20Label%201-9-19.pdf

Polaris:

https://labelsds.com/images/user_uploads/Polaris%20SDS%205-11-20.pdf

If chemicals proposed for use change the County will notify the Landowner in writing, provide updated MSDS sheets (pdf links) 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 the use of herbicide at this property.

JE (Landowner's initials)

Washington State Class A weeds are those species where control is required when these species are found. If encountered in the field Class A weeds will be reported to the landowner in writing along with information on state control requirements and recommended methods. If approved by the Landowner, NRSP will control these weeds using recommended methods, and will report infestations to the appropriate Cooperative Weed Management Area (CWMA).

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, staff will inform the landowner of the presences 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 considered to be 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.

LIVESTOCK EXCLUSION FENCING

Beginning in spring 2024 the Project will install livestock exclusion fencing that includes at least one 12' access gate to be located during construction. The fence will be used to exclude existing livestock, including sheep and goats, and any future livestock from Carpenter Creek. The fence will be installed to be as straight as possible while maintaining a minimum of 35 feet from the top bank of Carpenter Creek. Fencing will consist of no-climb goat fencing. All fencing will meet NRSC standards. The fence will end adjacent to the existing north/south fencing on either side of the Project area.

RESTORATION

Riparian Planting

Following installation of livestock fencing and site preparation, planting will begin in the winter of 2025/2026. Native trees and shrubs will be planted over approximately 0.46 acres. Plantings will be a mixture of long-lived conifers, deciduous trees, and flowering shrubs. Plants will be spaced 6-10 ft apart on average with approximately 680 plants per acre installed. The planting list will be finalized following site preparation. Typical plant species include:

Species	Common Name
<i>Salix sitchensis</i>	Sitka willow
<i>Cornus sericea</i>	Red-osier dogwood
<i>Sambucus racemosa</i>	Red elderberry
<i>Lonicera involucrata</i>	Black twinberry
<i>Rosa nutkana</i>	Nootka rose
<i>Holodiscus discolor</i>	Oceanspray
<i>Physocarpus capitatus</i>	Pacific ninebark
<i>Thuja plicata</i>	Western red cedar
<i>Pseudotsuga menziesii</i>	Douglas fir
<i>Abies grandis</i>	Grand fir
<i>Acer macrophyllum</i>	Bigleaf maple
<i>Alnus rubra</i>	Red alder
<i>Salix lucida</i>	Pacific willow
<i>Salix sitchensis</i>	Sitka willow
<i>Prunus emarginata</i>	Bitter cherry
<i>Malus fusca</i>	Pacific crabapple
<i>Crataegus douglasii</i>	Douglas hawthorn
<i>Acer cicutatum</i>	Vine maple
<i>Cornus sericea</i>	Red-osier dogwood
<i>Sambucus racemosa</i>	Red elderberry
<i>Lonicera involucrata</i>	Black twinberry
<i>Rosa nutkana</i>	Nootka rose

MAINTENANCE

After planting, the site will transition to maintenance. While the goal is to be able to maintain the site without using herbicide, this goal is dependent on the weed load and site-specific conditions. Crews will continue to visit the site at a minimum of once per year to maintain the planting area for three growing seasons after the planting phase of the project is complete. Maintenance is not included on the fencing following installation.

MONITORING

Revegetation success will be monitored following standard monitoring protocol. Planting sites are monitored for up to 10-years following establishment. Plots will be sampled years 1, 2, and 3 following planting and may also be monitored at years 5, 7, and 10.

At each monitoring event, plant mortality, health, and herbivory or other damage is recorded to derive an overall site condition each year. Both 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 are required to be alive at the end of the maintenance period. The need for re-planting will be evaluated in the second and third summer following initial planting.

TIMELINE

	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
Site Preparation																								
Planting																								
Fencing																								
Maintenance																								
Monitoring																								
	2026												2027											
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
Replanting (if needed)																								
Maintenance																								
Monitoring																								

SITE MAP



EXHIBIT "D"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Per Statutory Warranty Deed AF#201703310140

PARCEL A:

THAT PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 5 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 200 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 5 ACRES TO THE EAST LINE OF THE COUNTY ROAD; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID ROAD TO THE NORTH LINE OF THE SAID SOUTH 5 ACRES; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 5 ACRES, TO THE POINT OF BEGINNING;

EXCEPT ROAD AND DITCH RIGHTS-OF-WAY.

PARCEL B:

THAT PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 4, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BENGINNING AT A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 WHICH IS 200 FEET SOUTH OF THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 TO THE EASTERLY LINE OF THE COUNTY ROAD; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID COUNTY ROAD A DISTANCE OF 295 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE COUNTINE SOUTHERLY ALONG THE EASTERLY LINE OF SAID COUNTY ROAD TO A POINT (MEASURED AT RIGHT ANGLES) 200 FEET NORTH OF THE NORTH LINE OF THE NORTH LINE OF THE SOUTH 5 ACRES OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 ; THENCE EAST ALONG A LINE PARALLEL TO AND 200 FEET NORTH OF THE NORTH LINE OF SAID SOUTH 5 ACRES TO THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST TO A POINT EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.