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10/15/2025 01:43 PM Pages: 1 of 15 Fees: \$317.50  
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Skagit County  
Public Works Department  
Attn: Emily Derenne  
1800 Continental Place  
Mount Vernon, Washington 98273

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY *Lena Thompson*  
DATE *10-1-25*

SKAGIT COUNTY  
Contract # C20250458  
Page 1 of 15

**DOCUMENT TITLE:** TEMPORARY EASEMENT

**REFERENCE NUMBER OF RELATED DOCUMENT:** *Not Applicable*

**GRANTOR(S):** Rachel C. Perlot and Jack Paul Conger, a married couple.

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

**ABBREVIATED LEGAL DESCRIPTION:** A temporary easement located within CU F&A #30 AF#800304 1975: THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M.

**ASSESSOR'S TAX / PARCEL NUMBER(S):** P48235 (Xref ID: 360325-1-003-0001).

**TEMPORARY EASEMENT**

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

The undersigned, **Rachel C. Perlot and Jack Paul Conger**, 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 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 removal of invasive and non-native 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 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 the removal of invasive vegetation and planting of riparian vegetation 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.





## EXHIBIT "A"

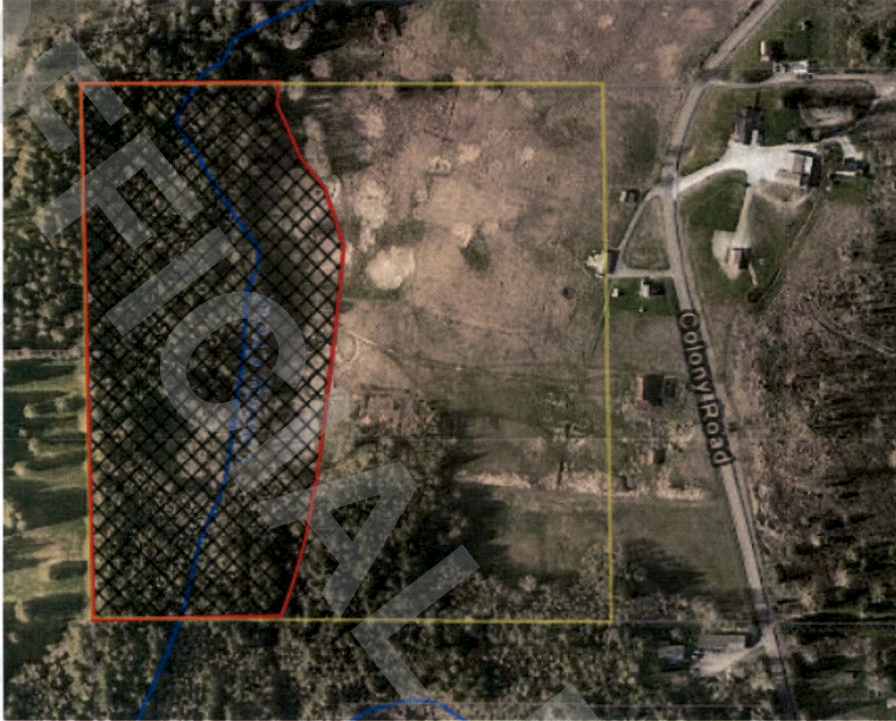
## TEMPORARY EASEMENT AREA LEGAL DESCRIPTION

THE TEMPORARY EASEMENT **BEGINS** AT THE NORTHWESTERN CORNER OF SKAGIT COUNTY TAX PARCEL P48235, MORE PARTICULARLY DESCRIBED IN EXHIBIT "D"; THENCE EASTERLY ALONG THE NORTHERN PROPERTY LINE  $\pm 495$  FEET TO A POINT 215 FEET FROM THE EASTERN ORDINARY HIGH WATER MARK (OHWM) OF COLONY CREEK; THENCE SOUTHERLY  $\pm 1,315$  FEET, MAINTAINING 215 FEET FROM THE EASTERN OHWM OF COLONY CREEK, TO A POINT ALONG THE SOUTHERN PROPERTY LINE THAT IS  $\pm 468$  FEET EAST OF THE SOUTHWESTERN CORNER OF SKAGIT COUNTY TAX PARCEL P48235; THENCE WESTERLY  $\pm 468$  FEET TO THE WESTERN PROPERTY LINE; THENCE NORTHERLY ALONG THE WESTERN PROPERTY LINE  $\pm 1,320$  FEET, **RETURNING** TO THE TRUE POINT OF BEGINNING.

Situate in Skagit County, State of Washington.

EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA



This easement area includes the shaded area required for: invasive plant removal and native plantings.

Parcel Numbers: P48235  
Address: 17791 Colony Road  
Bow, WA 98233  
Situate in the County of Skagit, State of Washington

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

The project aims to enhance the ecological health and resilience of the land through a series of targeted restoration efforts. A primary goal is to increase the water storage capacity of the area, supporting both native ecosystems and agricultural use for the benefit of the Voluntary Stewardship Program (VSP) and saltwater shellfish habitat located downstream. Over 7.5 acres of invasive vegetation will be controlled and removed to create space for more beneficial native plant species along 1,474 linear feet of Colony Creek (Figure 1).

Along Colony Creek, where blackberry now dominates the riparian area, we will convert 4 acres to native riparian forest. An additional 3 acres will be established with a mix of native trees and shrubs, creating a multifunctional landscape for pollinators, livestock, and wildlife to thrive. In a low-lying section of the property, 0.45 acres will be planted with wetland species, helping to support wetland habitat and improve water quality. Together, these efforts will restore ecological functions including increased water storage capacity and reduced stream temperature for the protection, improvement, and enhancement of downstream saltwater shellfish habitat. The parties recognize and agree that the project is not intended to provide any flood control protection, purpose, or benefit.

**Restoration Objectives**

- Improve water quality in Colony Creek
- Increase water storage capacity of the land
- Control invasive vegetation over 7.5 acres (NRCS Code 314)
- Plant 4 acres with native trees and shrub to restore a native species riparian forest.
- Plant 3 acres with a mixture of native fruit-bearing trees and shrubs
- Plant 0.45 acres of wetland species
- Install a small (0.05 acre) Camas meadow.

**EXISTING SITE CONDITIONS**

This 40-acre parcel, privately owned by the Landowners on agricultural land, is in the Samish River watershed, near the headwaters of Colony Creek. Coho salmon and winter steelhead are documented in the creek and were observed as recently as spring 2025. Approximately 1.5 stream miles downstream, Colony Creek is Category 5 – 303(d) listed for fecal coliform and category 2 listed for both dissolved oxygen and temperature, according to the Department of [Ecology's Water Quality Atlas](#). There are no recorded sampling sites upstream of that listing.

The parcel encompasses upper and lower terraces. Residences, outbuildings, and pastures are located on the upper terrace, which will mostly not be planted; riparian restoration will occur on the lower terrace. Much of the area west of Colony Creek is second-growth mature riparian forest, also visible in LIDAR imagery. Most of this area is not proposed for restoration, except for a pocket of reed canary grass which will be restored to native wetland vegetation.

**SITE PREPARATION**

To ensure the success of the project, and in accordance with WA State Noxious Weed laws (RCW 17.10), the Project will control weeds encountered at the restoration site. Site preparation will follow NRCS guidelines for BMP# 314 – Brush Management. Classification of weeds are subject to change as the Noxious Weed Control Board approves a list each year.

WA Noxious Weed Control Board Class A weeds are those species where control is required when these species are found. If encountered in the field all Class A weeds will be reported to the landowner in writing and information will be provided on state control requirements and recommended methods. If approved by the landowner, control of these weeds using recommended methods and report of the infestations to the appropriate Cooperative Weed Management Area (CWMA) will occur.

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 the Project site, the landowner will be informed of the presence of Class B species and provided information on recommended means of control. Control of Class B weeds will not be conducted as part of this restoration project.

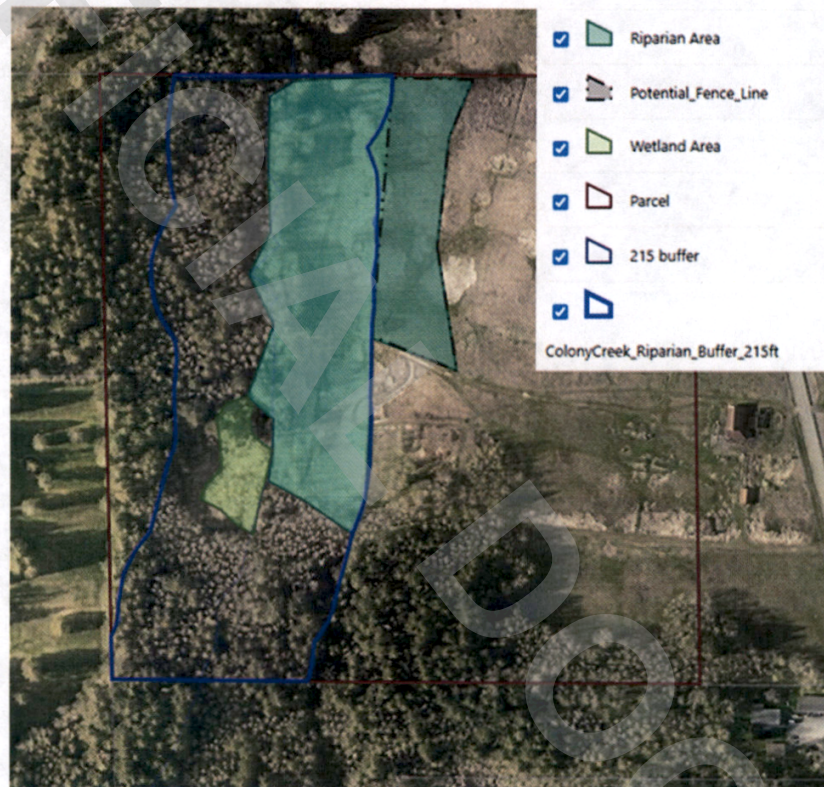


Figure 1. Restoration area schematic.

WA State Class C weeds are not required for control by the state, but are considered a threat to successful riparian restoration if they occur within restoration sites. Control the following Class C weeds within the restoration area will be prioritized.

- Himalayan blackberry (*Rubus armeniacus*)
- Evergreen blackberry (*Rubus laciniatus*)
- Morning glory (*Convolvulus arvensis*)
- English ivy (*Hedera spp.*)
- Japanese Knotweed (*Reynoutria japonica*)
- Old man's beard/Travelers joy (*Clematis vitalba*)

- Reed canary grass (*Phalaris arundinacea*)

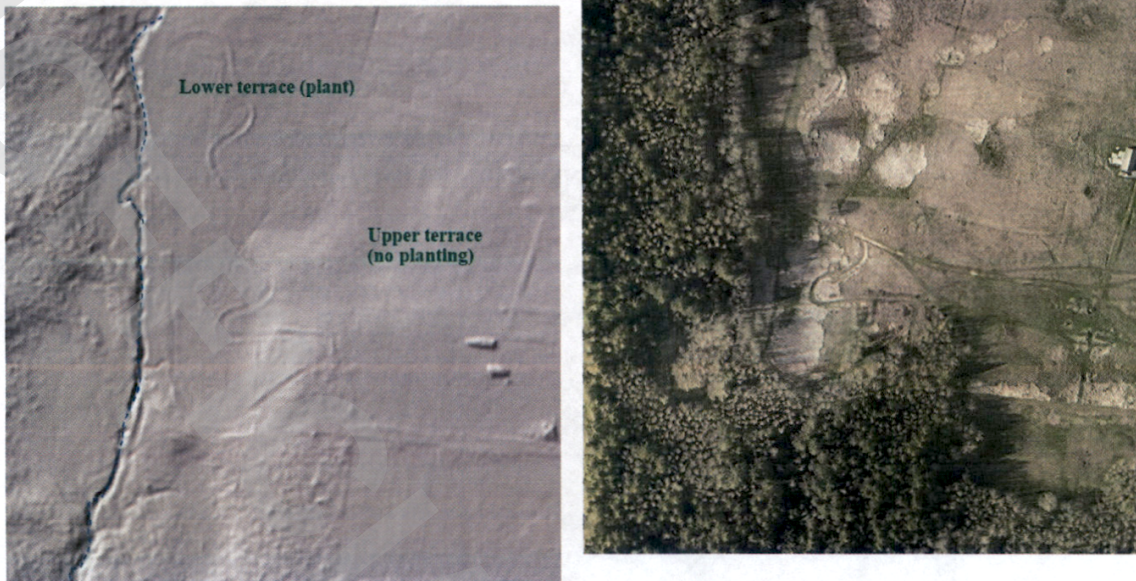


Figure 2. A side-by-side view of the 40-acre parcel using lidar and aerial imagery.

#### STANDARD INVASIVE SPECIES CONTROL METHODS

This project will strive to control invasive weed species that can impede the establishment and growth of native plants in the riparian management zone in a manner that is cost effective and consistent with accepted ecological restoration methods. Use of herbicides will be minimized to the extent feasible. Herbicide is applied under the supervision of a licensed applicator, with a licensed operator always on-site during work. Operators are licensed to work in and around water as well as in terrestrial environments. Herbicide is applied in accordance with guidelines designated by the Environmental Protection Agency on appropriate herbicides for fish bearing streams. All applicators will have an NPDES permit to treat invasive weeds in Washington State each year, and the Pesticide Applicator will report to NPDES yearly on herbicide applications.

**Blackberry:** To control blackberry the standard procedure is to remove as much biomass as possible by mowing, then returning to apply herbicide to the regrowth after 6-8 weeks. We use a spray mixture containing either 1% triclopyr or 2% glyphosate herbicide with a non-ionic surfactant and an indicator dye. Areas within 25 feet of active channels and/or surface water will be sprayed with the aquatic formula of glyphosate in accordance with product label requirements. This treatment will be repeated to ensure sufficient control prior to planting. Blackberry will be treated at least two years prior to any planting occurs to reduce the seedback and potential impacts with newly installed riparian plants.

**Reed canary grass (RCG):** This project will take a long-term control strategy of shading out RCG by establishing fast growing deciduous plants and long-lived conifer species. Just prior to planting, RCG will be mowed to facilitate easier and more successful plant installation. During the growing season after planting, 2-3 ft wide circles will be mowed around each plant once per year to increase available light and reduce competition.

The following herbicides, though others may be supplemented as required, are proposed at this site:

**Roundup Custom:**

[https://labelsds.com/images/user\\_uploads/Roundup%20Custom%20SDS%209-25-20.pdf](https://labelsds.com/images/user_uploads/Roundup%20Custom%20SDS%209-25-20.pdf)

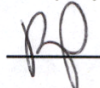
**Cornerstone Plus:**


[https://labelsds.com/images/user\\_uploads/Cornerstone%20Plus%20Label%201-9-19.pdf](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](https://labelsds.com/images/user_uploads/Polaris%20SDS%205-11-20.pdf)

Material Safety Data Sheets (MSDS) PDFs can be found at links above. Landowners will be notified by phone at least 48 hours prior to any herbicide treatment. If chemicals proposed for use change, the Landowner will be notified in writing and provided updated MSDS sheets or applicable links. We will obtain approval prior to utilization.

Landowners acknowledge that they have been informed of and agree to the use of herbicide at this property.

 (Landowner initials)

 (Landowner initials)

**PLANTING**

Following site preparation crews will plant native trees and shrubs over 7.5 acres of riparian habitat. Planting will generally follow NRCS guidelines for BMP # 391 – Riparian Forest Buffer. Planting in the areas where RCG and other grasses exist can begin in the dormant season. Planting in the areas dominated by blackberry or knotweed will occur after at least two seasons of weed control are complete. See the Timeline section below.

Planting along Colony Creek will consist of a mixture of native riparian species, including conifers, deciduous trees, and shrubs. At a minimum, this riparian buffer will exceed the site potential tree height and meet the 215 foot minimum for a fully functioning Riparian Management Zone (according to WDFW's [SPTH Map Tool](#) and the Department of Ecology's [Voluntary Clean Water Guidance for Agriculture Chapters](#)) along Colony Creek, and will total approximately 4 acres.

Species planted within the silvopasture area (approximately 3 acres) will consist of rows of a mixed native and agricultural nut and berry producing species. Alleys between the rows will be seeded with a combination of non-invasive grasses and forbs appropriate for sheep and poultry grazing.

A list of typical plant species for each zone can be found in Table 1. The number of plants installed will be determined following initial blackberry removal and one year of surface water monitoring. Projects typically aim for 680 plants per acre. Each plant will be marked with either a bamboo or wooden stake and may be protected with plant protector tubes. Plant protector tubes will be removed during the last maintenance visit. Stakes will remain on the site and allowed to natural degrade.

The table below shows recommended species by planting area.

Common Name	Scientific Name	Native Riparian Forest	Silvo-pasture	Wetland
<b>Coniferous trees</b>				
Alaska yellow cedar	<i>Callitropsis nootkatensis</i>	X		X
Douglas fir	<i>Pseudotsuga menziesii</i>	X		
Grand fir	<i>Abies grandis</i>	X		
Ponderosa pine	<i>Pinus ponderosa</i>	X		
Shore pine	<i>Pinus contorta</i>	X		X
Sitka spruce	<i>Picea sitchensis</i>	X		
Western hemlock	<i>Tsuga heterophylla</i>	X		
Western red cedar	<i>Thuja plicata</i>	X		
Western white pine	<i>Pinus monticola</i>	X		
<b>Deciduous trees</b>				
Big leaf maple	<i>Acer macrophyllum</i>	X		
Bitter cherry	<i>Prunus emarginata</i>	X		
Black cottonwood	<i>Populus balsamifera</i>	X		X
Cascara	<i>Frangula purshiana</i>	X		
Douglas maple	<i>Acer glabrum</i>	X		
Hooker's willow	<i>Salix hookeriana</i>	X		X
Oregon ash	<i>Fraxinus latifolia</i>	X		
Pacific crabapple	<i>Malus fusca</i>	X	X	
Pacific willow	<i>Salix lucida</i>	X		X
Paper birch	<i>Betula papyrifera</i>	X		
Pacific dogwood	<i>Cornus nuttallii</i>	X		
Scouler's willow	<i>Salix scouleriana</i>	X	X	
Sitka willow	<i>Salix sitchensis</i>	X		
<b>Shrubs</b>				
Baldhip rose	<i>Rosa gymnocarpa</i>	X		
Black twinberry	<i>Lonicera involucrata</i>	X		X
Blackcap raspberry	<i>Rubus leucodermis</i>		X	
Blue elderberry	<i>Sambucus nigra</i>	X	X	
Beaked hazelnut	<i>Corylus cornuta</i>	X	X	
Douglas hawthorn	<i>Crataegus douglasii</i>	X		
Douglas Spiraea	<i>Spiraea douglasii</i>	X		X
Gooseberry	<i>Ribes divaricatum</i>	X	X	X
Mock orange	<i>Philadelphus lewisii</i>	X		
Nootka rose	<i>Rosa nutkana</i>	X		
Oceanspray	<i>Holodiscus discolor</i>	X		
Osoberry	<i>Oemleria cerasiformis</i>	X		

Common Name	Scientific Name	Native Riparian Forest	Silvo-pasture	Wetland
Pacific ninebark	<i>Physocarpus capitatus</i>	X		
Red elderberry	<i>Sambucus racemosa</i>	X	X	
Red-flowering currant	<i>Ribes sanguineum</i>		X	
Red osier dogwood	<i>Cornus sericea</i>	X	X	
Salal	<i>Gaultheria shallon</i>	X	X	
Salmonberry	<i>Rubus spectabilis</i>	X	X	X
Serviceberry	<i>Amelanchier alnifolia</i>	X	X	
Snowberry	<i>Symphoricarpus albus</i>	X		
Swamp currant	<i>Ribes lacustre</i>			X
Swamp rose	<i>Rosa pisocarpa</i>			X
Sweet gale	<i>Myrica gale</i>	X	X	
Thimbleberry	<i>Rubus parviflorus</i>		X	
Vine maple	<i>Acer circinatum</i>	X		
<b>Herbaceous</b>				
Cow parsnip	<i>Heracleum lanatum</i>			X
Nodding beggarticks	<i>Bidens cernua</i>			X
Northwest cinquefoil	<i>Potentilla gracilis</i>			X
Skunk cabbage	<i>Lysichiton americanum</i>			X
Sword fern	<i>Polystichum munitum</i>	X		
<b>Grasses and Sedges</b>				
American slough grass	<i>Beckmannia syzigachne</i>			X
Slough sedge	<i>Carex obtusa</i>			X
Small-flowered bulrush	<i>Scirpus microcarpus</i>			X

### MAINTENANCE

After planting, work will transition to manual removal of weeds where feasible. 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. Maintenance activities will follow NRCS guidelines for BMP #314 – Brush Management. If dense re-growth occurs, a combination of spot spraying and manual control will be used. Crews will continue to visit the site at a minimum of once per year to maintain the planting area through the final year of maintenance as described in the Timeline Section. Beyond the duration of the contract landowner is responsible for the maintenance of the project sufficient to ensure the long-term viability of the planting.

Expected maintenance activities include:

- Mowing to reduce competition with planted species.
- Manual removal of small patches or isolated individual blackberry plants.
- Spot herbicide treatment of weeds which are not effectively controlled using manual or mechanical methods.
- Replanting to ensure 80% survival of original planting
- Removal of protector tubes, if applicable

**MONITORING**

Revegetation success will be monitored following a regionally agreed upon standard monitoring protocol. Planting sites are monitored for up to a period of 10 years following establishment. Monitoring is conducted in years 1, 2, and 3, and may continue on years 5, 7 and 10.

Plant mortality, health, and herbivory or other damage are 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) is evaluated in each year that monitoring occurs. This data is used to determine the need for revegetation. The need for re-planting will be evaluated in the first two summers following the initial planting. Replanting will occur the planting season preceding the final maintenance effort.

**TIMELINE**

	2025												2026											
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 Prep																								
Planting																								
	2027												2028											
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 <sup>1</sup>																								
Maintenance																								
Monitoring																								
	2027												2028											
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
Re-planting <sup>3</sup>																								
Maintenance																								
Monitoring																								

<sup>1</sup>Planting will occur in those areas where site preparation is completed. In areas of heavy blackberry regrowth additional site preparation may occur.

<sup>2</sup>Replanting will occur if maintenance/monitoring shows need to meet survival goals.

**EXHIBIT "D"**

**LEGAL DESCRIPTION OF LANDOWNERS' PROPERTY**

**The Northwest quarter of the Northeast quarter of Section 25, Township 36 North, Range 3 East of the Willamette Meridian.**

**Situate in Skagit County, Washington.**