

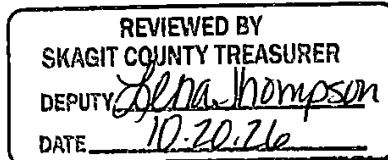


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10/20/2026 02:55 PM Pages 1 of 13 Fees: \$315.50
Skagit County Auditor

Recording Requested By And
When Recorded Mail To:

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



SKAGIT COUNTY
Contract # C20260396
Page 1 of 13

DOCUMENT TITLE: TEMPORARY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Lola M. Lang, as her separate property.

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

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within PTN SE 1/4 of NW 1/4 SEC 34, TWP 34N, R04E

ASSESSOR'S TAX / PARCEL NUMBER(S): P130010 (Xref ID: 340434-2-008-0500).

TEMPORARY EASEMENT

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

The undersigned, Lola M. Lang, as her separate property, (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 removal of invasive and non-native vegetation and installation of native plantings, fencing, and a livestock crossing 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 the installation of a livestock crossing and fencing, 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 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 Landowners do 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 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:

Lola M. Lang, as her separate property

Lola M. Lang
DATED this 5th day of October, 2026.

STATE OF WASHINGTON

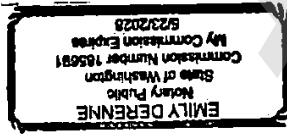
COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that **Lola M. Lang**, as her separate property, is the person(s) who appeared before me, and said person(s) 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 5 day of October, 2026:

(SEAL)



Notary Public

Print Name: Emily DerenneResiding at: BellevueMy commission expires: 5/23/28

DATED this 12 day of October, 2026.

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

Ron Wesen, Chair

Peter Browning, Commissioner

Joe Burns, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001

Trisha Logne
County Administrator

Recommended:

Michael Lee
Department Head

Approved as to form:

10/6/26

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Marylauber
Risk Manager

Approved as to budget:

Trisha Logne
Budget & Finance Director

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

A temporary construction easement, lying over, under, across, and through a portion of Section 34, Township 34 North, Range 4 East, W.M., described as follows:

That portion of the Southeast Quarter of the Northwest Quarter of said Section 34, lying South of Little Mountain Road (CO.RD. #72000).

EXCEPT Parcel "A" (Pit Site No. M-59) and Parcel "B" (Haul Road) described in Judgement and Decree Skagit County Superior Court Cause #22505, dated July 21, 1954, and shown on "Boundary Survey WSDOT Quarry Site M59," filed under Auditor's File No. 201004070032, records of Skagit County, Washington.

AND EXCEPT any portion lying East of the following described line:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 34; thence South 01°16'54" West along the East line of said Northwest Quarter, a distance of 1518.16 feet; thence North 88°43'06" West, a distance of 868.90 feet to the intersection of the South line of Little Mountain Road and the **POINT OF BEGINNING**; thence South 03°47'05" East, a distance of 747 feet, more or less, to the North line of the South 330 feet of said Southeast Quarter of the Northwest Quarter also being the North line described in said in Judgement and Decree Skagit County Superior Court Cause #22505 and being the **TERMINUS** of this line. Bearings and distances herein described from Record of Survey filed under Auditor's File No. 8710300023, records of Skagit County, Washington.

Easement Area containing 8.26 acres, 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

SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON

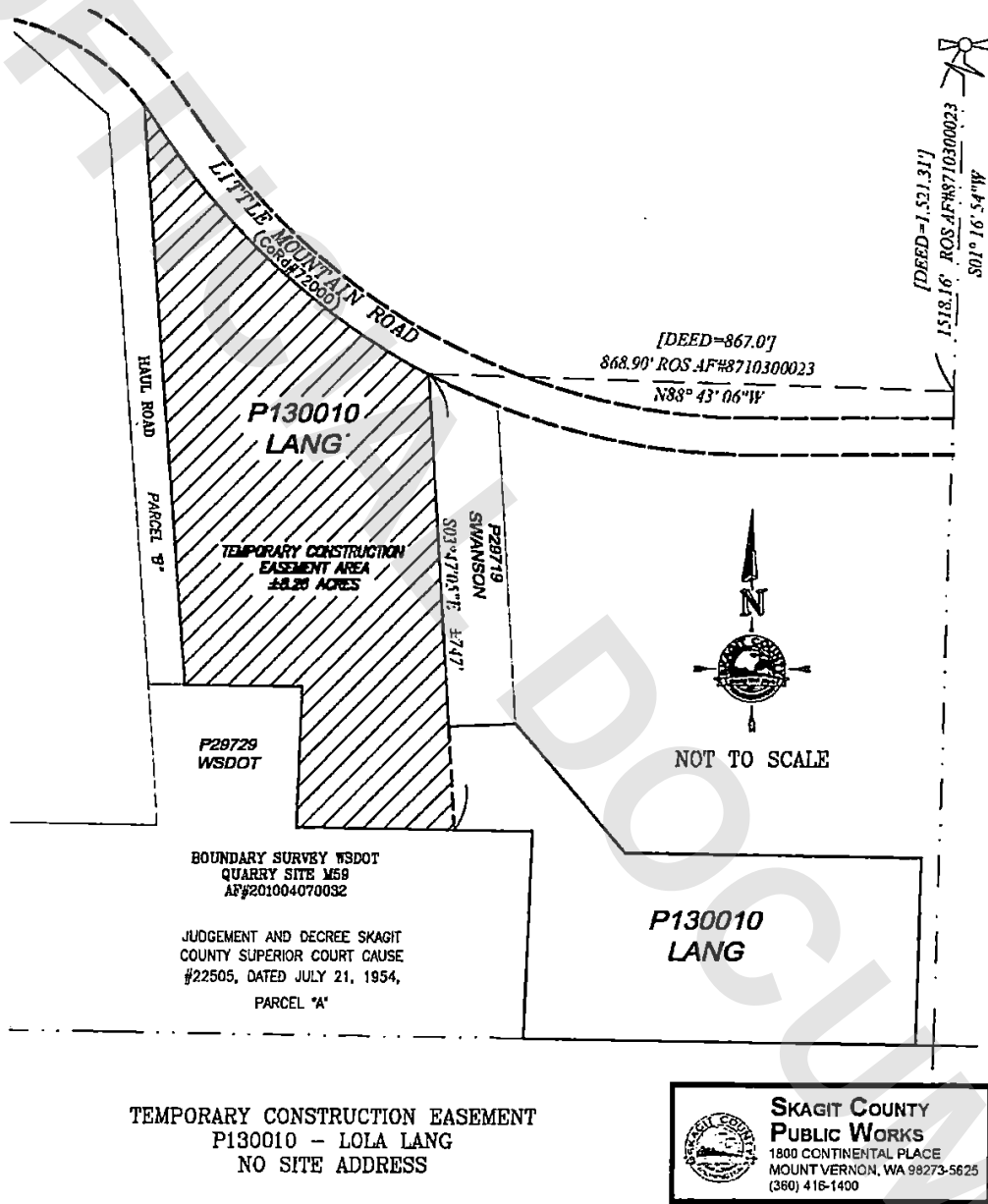


EXHIBIT "C"**RIPARIAN RESTORATION AND MAINTENANCE PLAN
SCOPE OF WORK**

General location: Approximately 1.9 miles east from the intersection of S. Laventure Rd. and Little Mountain Road

Total restoration area: Approximately 8 acres, including 725 linear feet of Carpenter Creek and 920 linear feet of English Creek.

BACKGROUND

The Project site is located on the Landowner's Property at the confluence of Carpenter Creek and English Creek (Figure 1). Project work will include removal of invasive vegetation, installation of native plantings, and the construction of livestock exclusion fencing and a livestock crossing 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. The Landowner runs an equine business and has retained a 150-foot riparian buffer around Carpenter and English Creeks; the confluence of these two creeks occurs on the Landowner's Property. The riparian area at Carpenter Creek is mixed conifer / deciduous forest, and the riparian area at English Creek is primarily deciduous forest, including aging / falling alders. There are several open fields and pasture areas on both the north and south side of Carpenter Creek, both of which are heavily impacted by the infestation of knotweed, blackberry, and ivy. Several open fields are used for pasture, a corral, or are fallow and heavily impacted by the infestation of knotweed, blackberry and ivy. The existing forested areas will benefit from proposed riparian enhancement actions to reduce the impact of invasive vegetation, and increase diversity of native species, thereby improving habitat and ecosystem services. Livestock exclusion fencing and crossing will be completed by the County.

SITE PREPARATION**Invasive species control**

This Project will control 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. The primary invasive species of concern within the project site are blackberry, ivy, and knotweed. Other invasive species present will also be documented and treated according to best management practices. Blackberry will be removed by mechanical means (mowing), then allowed to grow for approximately 6-8 weeks to about shin-height at which time it will be treated with foliar herbicide. This treatment will be repeated the following growing season to ensure complete control prior to planting. Knotweed will not be mowed since it spreads readily by vegetative fragments. Knotweed will be treated with herbicide for two growing seasons prior to planting. Areas within 25 feet of running water will be sprayed with the aquatic formula of herbicide according to product label requirements. Ivy will be removed by hand.

Use of herbicides will be minimized to the 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 following herbicides are proposed at this site:

Garlon 4 Ultra: https://s3-us-west-1.amazonaws.com/agrian-cg-fs1-production/pdfs/Garlon_4_Ultra1p_Label.pdf

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

Material Safety Data Sheets (MSDS) PDF links are attached to this planting plan. If chemicals proposed for use change County will notify the landowner 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 the use of herbicide at this property.

 (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 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, treatment and control of these weeds using recommended methods will be incorporated into the project.

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, Class B weeds will be reported to the Landowners. Control of Class B weeds will not be conducted as part of this Project.

Class C weeds will be controlled as part of the Project work for restoration site preparation and maintenance when they occur within the Project restoration area. The above weeds will be controlled within the Project restoration area for the duration of this contract. The following Class C weeds are a threat to successful riparian restoration if they occur within restoration sites:

- 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*)

PLANTING

Following two seasons of site preparation, approximately 5,500 native plants will be installed within the planting areas. The planting areas include areas formerly dominated by weeds / open field and deciduous forest. The open areas will be planted with a mixture of trees and shrubs. Trees will be planted at 10' spacing or 538 trees per acre. Shrubs will be installed at 5' spacing or 1742 shrubs per

acre. Within the deciduous forest with existing native shrub understory, coniferous trees will be opportunistically planted based on canopy gaps, at an approximate density of 80 trees per acre.

Species may include, but are not limited to, those from Table 1. Exact species and quantities will be determined following site preparation.

Table 1. Example Species List to be planted:

Example Species List	
Common Name	Scientific Name
Coniferous trees	
Alaska yellow cedar	<i>Callitropsis nootkatensis</i>
Douglas fir	<i>Pseudotsuga menziesii</i>
Grand fir	<i>Abies grandis</i>
Shore pine	<i>Pinus contorta</i>
Sitka spruce	<i>Picea sitchensis</i>
Western hemlock	<i>Tsuga heterophylla</i>
Western red cedar	<i>Thuja plicata</i>
Western white pine	<i>Pinus monticola</i>
Deciduous trees	
Big leaf maple	<i>Acer macrophyllum</i>
Bitter cherry	<i>Prunus emarginata</i>
Cascara	<i>Frangula purshiana</i>
Douglas maple	<i>Acer glabrum</i>
Oregon ash	<i>Fraxinus latifolia</i>
Pacific crabapple	<i>Malus fusca</i>
Pacific willow	<i>Salix lucida</i>
Paper birch	<i>Betula papyrifera</i>
Pacific dogwood	<i>Cornus nuttallii</i>
Scouler's willow	<i>Salix scouleriana</i>
Sitka willow	<i>Salix sitchensis</i>
Shrubs	
Baldhip rose	<i>Rosa gymnocarpa</i>
Black twinberry	<i>Lonicera involucrata</i>
Blue elderberry	<i>Sambucus nigra</i>
Beaked hazelnut	<i>Corylus cornuta</i>
Douglas hawthorn	<i>Crataegus douglasii</i>
Gooseberry	<i>Ribes divaricatum</i>
Nootka rose	<i>Rosa nutkana</i>
Oceanspray	<i>Holodiscus discolor</i>
Osoberry	<i>Oemleria cerasiformis</i>

LIVESTOCK FENCING AND CROSSING

In addition to weed control and native plant installation, the Project will install livestock / equine fencing, two gates, and a livestock crossing to protect the riparian area and restrict horses from entering the riparian buffer. The Landowner currently does not have use of the southern portion of Landowner's Property because it is bisected by Carpenter Creek.

Livestock Crossing

The livestock crossing will be installed in an area towards the eastern edge of the Landowner's Property within the Temporary Easement area (Figure 1). The crossing will provide access for horses to be walked between the eastern and western properties and for the Landowner to access the fields. The bridge is designed to accommodate livestock and small farm equipment, but not passenger vehicles or large farm equipment. The crossing will consist of either a repurposed metal flat rack or wooden bridge placed on ecology blocks. The bridge is not designed to withstand flooding and if needed the Landowner shall be responsible for the repair and/or replacement of such bridge (at the Landowner's expense) if such bridge is damaged or destroyed during the term of this Temporary Easement agreement. The County will help obtain all Project permits in coordination with the Landowner. The Landowner will sign permit applications and Landowner shall be liable and responsible for compliance with the terms and conditions of all such permits and/or approvals.

Fencing

Following initial site prep the Project will install livestock exclusion fencing that includes two 12' access gates to be located during construction. The fence will be installed to be as straight as possible. Fencing will be 5-strand wire with the top and bottom wire being smooth and the middle three wires being barbed. All fencing will meet NRSC standards. The fence will tie into existing fencing on the north and west of the Project site. Actual amount and location of fencing will be determined once blackberries have been removed so that topographical features can be considered. Fencing is expected to be installed along the southern and eastern portions of the Landowner's Property.

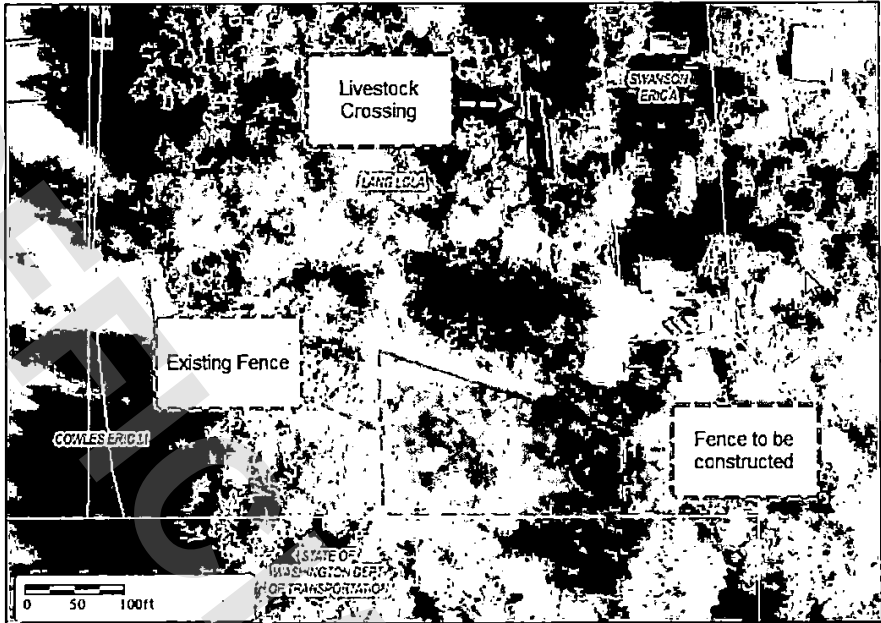


Figure 2. Restoration area schematic. Green shading shows area of riparian restoration. Blue circle shows the location of the livestock crossing.

Timeline

	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
Site Prep																								
Planting ¹																								
Livestock Crossing																								
Livestock Fencing																								
Maintenance																								
	2029												2030 ³											
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 ¹																								
Re-planting ²																								
Maintenance ³																								
Monitoring																								

¹Planting may be completed by County or others.
²Replanting will occur is maintenance/monitoring shows need to meet survival goals.
³Maintenance and Monitoring will continue into 2029 if the initial planting is not completed until 2027.

EXHIBIT "D"**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY***Per Quit Claim Deed AF#200909180004 (Parcel E)*

That portion of the Southeast Quarter of the Northwest Quarter of Section 34, Township 34 North, Range 4 East, W.M., lying South of Little Mountain Road and East of the haul Road shown on Washington State Department of Transportation Sundry Site Plan - Conway Jct to Jct. P.S.H. No. 1 North of Burlington - Pit Sites, approved February 10, 1953;

EXCEPT the West 680 feet of the South 330 feet of the Southeast Quarter of the Northwest Quarter of said Section 34;

AND EXCEPT that portion described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 34; thence South 01°21'46" West along the East line of said Northwest Quarter, a distance of 1521.31 feet; thence North 88°34'14" West, a distance of 867 feet to the intersection of the South line of Little Mountain Road and a fence and the point of beginning of this description; thence South 03°47'05" East, a distance of 575.96 feet to the thread of a creek; thence North 87°18'25" East, a distance of 110 feet to a fence; thence North 03° 47'05" West, a distance of 521.59 feet to the Southerly right of way line of the Little Mountain Road; thence northwesterly along the said South line to the point of beginning of this description;

AND EXCEPT the East 30 feet of that portion of the Southeast Quarter of the Northwest Quarter of said Section 34 lying South of the Little Mountain Road.

AND EXCEPT that portion of the Southeast Quarter of the Northwest Quarter of Section 34, Township 34 North, Range 4 East, W.M. Described as follows: commencing at the Northeast Corner of the Northwest Quarter of said Section 34;

Thence South 01°14'27" West along the East line of said Northwest Quarter, a distance of 1621.83 feet to the South line of the Little Mountain Road; thence South 89°22'17" West along said South line, a distance of 30.02 feet to the West line of the East 30 feet of the Northwest Quarter of said Section 34 and the point of beginning of this description; thence South 89°22'17" West along the South line of the Little Mountain Road, a distance of 294.54 feet to the point of curvature of a curve to the right having a radius of 1175.92 feet; thence Westerly along the South line of the Little Mountain Road and said curve through a central angle of 21 °22'08" and an arc distance of 438.57 feet to the Northeast Corner of the property conveyed to Eric a Swanson and Leah m Swanson by statutory warranty deed recorded under auditor's file no. 20007280107; thence South 03°52'30" East along the East line of said Swanson property, a distance of 523.28 feet to the Southeast Corner thereof; thence South 41 °17'12" East, a distance of 279.10 feet to the North line of the South 305.03 feet of the Northwest Quarter of said Section 34; thence South 89°37'36" East, along said North line, a distance of 489.99 feet to the West line of the East 30 feet of the Northwest Quarter of said Section 34; thence North 01°14'27" East, along said West line, a distance of 662.25 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.