



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
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May 13, 2014

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Tami Pokorny, Environmental Health Specialist II

DATE: *June 2, 2014*

SUBJECT: Consent Agenda Item – License for Duckabush Wetlands Restoration Project – Jefferson Land Trust - Property APN 502171004 and 502171012 (former Berntsen Property).

STATEMENT OF ISSUE:

License grants to Licensee, (JCPH) access to floodplain owned by Licensor, (JLT) for a fee of \$10.00 for the purposes of removal of debris, control of noxious weeds, reseeding/replanting affected areas, installing access controls. Overnight storage of necessary equipment is granted. License extends from date of document until June 30, 2016.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

Water Quality is requesting BoCC signature on a License to continue its partnership with Jefferson Land Trust to acquire and restore 21.9-acres of Duckabush River floodplain. In December of 2013, the property was acquired from Lisa Berntsen by the land trust with funding through a county grant from the Salmon Recovery Funding Board Agreement (RCO #12-1385C) and \$2,500 from the county's Conservation Futures Fund (CFF). In January of 2014, the land trust granted a Deed of Right to Use Land for Salmon Recovery to the state's Recreation and Conservation Office. The new license grants access to county employees and contractors for the purpose of restoring the site by removing existing installations and debris, controlling noxious weeds, reseeding and replanting and installing access controls until June 30, 2016.

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FISCAL IMPACT/COST BENEFIT ANALYSIS:

There is no impact to the General Fund for the License to access the Duckabush Wetlands Restoration Project area. Costs for the restoration activities will be paid for by county RCO grant #12-1385C.

RECOMMENDATION:

JCPH recommends request of approval of the License to continue its partnership with JTL to acquire and restore 21.9 acres of Duckabush River floodplain. License is to afford JCPH rights to remove debris, noxious weeds, reseed and replant, and install access controls. License fee is \$10.00, which will be paid from the RCO grant #12-1385C.

REVIEWED BY:



Philip Morley, County Administrator

5/28/14

Date

(Routed to all Public Health Managers)

Document Title: LICENSE

Reference Number of 580984 and 581331

Licensor(s): Jefferson Land Trust

Licensee(s): Jefferson County

Legal Description: Portions of the Northeast quarter and the Southeast quarter in Section 17, Township 25 North, Range 1 West, W.M.

Additional Legal Description is on Page 6 of Document.

Assessor's Tax Parcel Numbers: 502171012 and 502171004

LICENSE

Project: Duckabush Wetlands Preserve Restoration Project

The Licensor, Jefferson Land Trust, a 501c3 organization located at 1033 Lawrence St, Port Townsend, Washington hereby grants to the Licensee, Jefferson County, a municipal corporation, 1820 Jefferson Street, Port Townsend WA 98368, the right in the nature of a license to access the hereinafter described real property from the date of this document until June 30, 2016. The purpose of this license is to allow Licensee, its authorized contractors and employees to access floodplain owned by Jefferson Land Trust (specifically, real property known as Assessor's Tax Parcel Numbers 502171012 and 502171004), as more specifically described in the attached Exhibit A, and to under take all lawful and reasonable actions or steps necessary to achieve the following purposes: removal of existing installations and debris; control of noxious weeds; reseeding and replanting affected areas; and installing access controls. This license also includes the overnight storage of equipment necessary to accomplish the above-listed goals. The Licensee shall compensate the Licensor in the amount of TEN DOLLARS (\$10.00) for the license, said sum representing good and valuable consideration running to the Licensor.

The Licensee, its authorized contractors and employees, will protect, save and hold harmless the Licensor, its successors or assigns, from all claims, actions, cost damages or expenses of any nature whatsoever by reason of the acts or omissions of the Licensee, its assigns, agents, contractors, licensees, invitees, employees or any person whomsoever, arising out of or in connection with any acts or activities authorized by this License. The Licensee, its agents or employees, further agrees to defend the Licensor in any litigation, including payment of any cost or attorney's fees, for any claims or action commenced, thereof arising out of or any acts

LICENSE

or activities authorized by this License. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Licensor, its successor or assigns. Provided, that if the claims or damages are caused by or result from the concurrent negligence of: (a) the Licensors, its agents contractors or employees; and (b) the Licensee, its agents, contractors or employees, or invitees and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee or the Licensee's agents or employees.

The Licensor does hereby grant to Licensee the right of temporary usage of the aforementioned real property subject to the following conditions:

1. The Licensee will reseed and otherwise maintain those portions of said property in its current condition when used for access.
2. Planting and access control plans will be subject to approval by the Licensor.
3. The Licensor reserves the right to use the property at any and all times for their own activities except when heavy equipment is in use or present on the site.
4. This agreement shall be effective when signed by the Chair of the County Commission and shall run until June 30, 2016.
5. **HOWEVER, BLOCKAGE OF THE PROPERTY ACCESS ROAD SHALL NOT EXCEED 5 CONSECUTIVE WORKING DAYS UNLESS MUTUALLY AGREED TO IN WRITING BY LICENSOR AND LICENSEE.**
6. No employee, representative or agent of the Licensee shall by his or her actions in furtherance of the purposes of this License be considered an employee, representative or agent of the Licensor and shall remain at all times an employee, representative or agent of the Licensee.
7. No employee, representative or agent of the Licensor shall by his or her actions in furtherance of the purposes of this License be considered an employee, representative or agent of the Licensee and shall remain at all times an employee, representative or agent of the Licensor.

Licensor and Licensee may terminate this License for any reason upon not less than thirty (30) days' written notice to the other party.

Licensor and Licensee agree that to the extent necessary to permit a reasonable reading of this License subjects and verbs in the singular "person" shall include and refer to subjects and verbs in the plural "person" and vice-versa.

LICENSE

It is understood and agreed that the terms and obligations hereof shall not become binding upon Jefferson County unless and until accepted and approved hereon in writing for Jefferson County by the Jefferson County Commission, the Chair of said County Commission to execute this License on behalf of the County.

LICENSOR:

DATED this _____ day of _____, 2014.

JEFFERSON LAND TRUST

(mirrored text from reverse side)
Jefferson Co. Prothonotary Office
1000 1/2 1st St. N.E.
Jefferson, WA 98420

Licensor

STATE OF WASHINGTON)

: ss.

County of _____)

On this _____ day of _____, 2014, before me personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as LICENSOR, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of
Washington,

Residing at _____

My Appointment Expires _____

LICENSE

LICENSEE:

DATED this _____ day of _____, 2014.

Accepted and approved
Jefferson County

By: _____

Approved as to form only

David Alvarez 5/16/14
Jefferson Co. Prosecutor's Office
David Alvarez, Chief Civil DPA

STATE OF WASHINGTON)
 : ss.
County of Jefferson)

On this _____ day of _____, 2014, before me personally appeared _____ to me known to be the Chair of the Jefferson County Commission, that executed the foregoing instrument on behalf of LICENSEE, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of
Washington,

Residing at _____

My Appointment Expires _____

LICENSE

EXHIBIT A

Parcel A:

The North 25 feet of the North 425 feet of the Southeast quarter of the Northeast quarter, West of the Duckabush County Road as conveyed to Jefferson County, by Deed recorded August 11, 1953 under Auditor's File No. 138855, records of Jefferson County, Washington in Section 17, Township 25 North, Range 2 West, W.M., Jefferson County, Washington.

Parcel B:

That portion of the Southwest quarter of the Northeast quarter lying Northerly of the thread of the Duckabush River;

EXCEPT that portion thereof lying within the West 820 feet of said Southwest quarter of the Northeast quarter;

ALSO;

That portion of the Southeast quarter of the Northeast quarter AND of the Northeast quarter of the Southeast quarter, described as follows:

Beginning at the Northwest corner of said Southeast quarter of the Northeast quarter;
Thence South $0^{\circ}01'31''$ East, along the West line thereof 625.02 feet to the True Point of Beginning; Thence continuing South $0^{\circ}01'31''$ East, along said West line, and along the West line of said Northeast quarter of the Southeast quarter, 813.24 feet to a point designated as Point "A" for description purposes;
Thence North $26^{\circ}11'26''$ East 400 feet;
Thence Northeasterly in a straight line to a point on the Southwesterly boundary of Duckabush River Road, County Road No. 2274, which point is 70 feet Northwesterly measured along said Southwesterly boundary from a point thereon which is South $68^{\circ}26'58''$ East 745.67 feet and North $12^{\circ}58'50''$ East 1,004.77 feet from Point "A" hereinbefore described;
Thence Northwesterly, along said Southwesterly boundary of county road, to a point thereon from which the True Point of Beginning bears North $89^{\circ}34'34''$ West;
Thence North $89^{\circ}34'34''$ West 827.12 feet, more or less, to the True Point of Beginning;

All situate in Section 17, Township 25 North, Range 2 West, W.M.

All situate in the county of Jefferson, State of Washington

