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04/30/2020 03:21 PM Pages: 1 of 8 Fees: \$110.50
Skagit County Auditor

Recording Requested By And
When Recorded Mail To:

Skagit County Public Works
Attn: David Walde, Project Manager
1800 Continental Place
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 30 2020

Amount Paid \$
Skagit Co. Treasurer
By *MJ* Deputy

DOCUMENT TITLE: **Culvert Easement**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **John James William Timberlake and Melissa Arleen Stowe,**
husband and wife.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P48307** (XrefID: 360326-2-001-0208)

ABBREVIATED LEGAL DESCRIPTION: (4.6800 ac) A TRACT OF LAND IN SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1177.06 FEET SOUTH AND 1255.77 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 25-50-00 EAST 632.95 FEET TO AN INTERSECTION WITH A CURVE HAVING A RADIUS OF 5170 FEET, THE CENTER OF WHICH CURVE BEARS NORTH 33-25-02 WEST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01-08-58, AN ARC DISTANCE OF 103.72 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 420 FEET, THE CENTER OF WHICH CURVE BEARS NORTH 34-34-00 WEST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52-33-00, AN ARC DISTANCE OF 385.21 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 120 FEET, THE CENTER OF WHICH CURVE BEARS NORTH 87-07-00 WEST; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66-57-34, AS ARC DISTANCE OF 140.24 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 680 FEET, THE CENTER OF WHICH CURVE BEARS NORTH 25-55-26 EAST; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25-28-34, AN ARC DISTANCE OF 302.36 FEET; THENCE NORTH 38-00 WEST 6.34 FEET; THENCE SOUTH 63-20-00 WEST, 265.74 FEET TO THE POINT OF BEGINNING. AND ALSO LESS ROAD CONVEYED TO SKAGIT COUNTY E843762. ALSO KNOWN AS TRACT 12 OF AN UNRECORDED SURVEY OF COLONY MOUNTAIN. Situate in Skagit County, State of Washington.

CULVERT EASEMENT

The undersigned, **John James William Timberlake and Melissa Arleen Stowe**, husband and wife ("Grantors" herein), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to **Skagit County**, a political subdivision of

the State of Washington ("Grantee" herein), and Grantee's employees, agents, contractor(s) and/or successors, a permanent, perpetual, non-exclusive Culvert Easement for the purpose of constructing the Colony Mountain Drive Culvert Replacement Project, including, but not necessarily limited to, reconstruction of a portion of Colony Mountain Drive, tree removal, culvert installation, culvert and road drainage, and stream channel improvements, and other potential infrastructure ("Easement") as provided herein. Grantors and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Easement are further provided as follows:

1. Nature and Location of Easement. The Easement granted by Grantors herein shall be a permanent easement for the benefit of Grantee over, upon, across, through, and under portions of Grantors' Property, such Easement area as legally described on **Exhibit "B"**, and as further described and depicted on **Exhibit "C"**, attached hereto and incorporated herein by this reference, for the purposes of installing a new culvert and reconstructing a portion of Colony Mountain Drive (County Road # 24100) (herein "facilities") including the right of ingress and egress with all necessary vehicles and equipment for said purposes, and for any and all other purposes reasonably related thereto; provided, that the Grantors specifically recognize and agree that Grantee is in no way obligated whatsoever to make or construct any specific facilities at (or within the vicinity of) Grantors' Property pursuant to the terms of this Easement. Grantors specifically recognize and agree that Grantee is not responsible or liable for any drainage impacts or damages to Grantors' Property resulting from and/or related to this Easement. In the event that Grantee constructs any facilities within the Easement area, then Grantee shall reasonably operate, maintain, and/or repair such facilities within the Easement area at Grantors' property. A legal description for the Grantors' Property is attached hereto as **Exhibit "A"**, and is hereby incorporated by reference.

2. Construction Activity within Easement. Without notice and at all times as may be necessary, the Grantee (and/or Grantee's agents, employees, and contractors) shall have the right to (but shall not be required to) enter upon the Grantors' Property, within the Easement area (as described and depicted in **Exhibits "B" & "C"**), to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the facilities (specifically including, but not limited to, any road slopes and/or drainage infrastructure that may extend onto Grantors' Property within the Easement area).

3. Encroachment/Construction Activity. Grantors shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity at, on or near the Easement area which might in any fashion unearth, undermine, or damage the facilities or endanger the lateral, subjacent, and/or other support of the facilities (specifically including, but not limited to, road slopes). Grantors further agrees that no structure or obstruction including, without limitation, fences and foundations or rockeries shall be erected over, upon or within the Easement area, without written consent of Grantee; provided Grantors shall otherwise have full use of the surface of the real property within the Easement area, so long as such use does not interfere with the Grantee's maintenance and use of the Easement area or the facilities (specifically including, but not limited to, road slopes). Grantors shall have the right to cut, top, limb and/or remove trees and other vegetation in the Easement area, so long as such activities by Grantors do not unreasonably interfere with, damage, and/or impair Grantee's facilities within the Easement area.

4. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantors' Property and shall be binding upon Grantee and Grantors and their respective successors, heirs and assigns. Grantors warrant that Grantors have good title to the Grantors' Property and the

Easement area. The covenants and agreements of this Easement shall be binding upon the successors and assigns of the parties hereto.

5. Governing Law; Venue. This 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 Easement shall be in Skagit County, State of Washington.

6. Recording. Upon execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTORS:

John James William Timberlake and Melissa Arleen Stowe, husband and wife.



John James William Timberlake
DATED this 10th day of April, 2020.



Melissa Arleen Stowe
DATED this 10th day of April, 2020.

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **John James William Timberlake** and **Melissa Arleen Stowe**, husband and wife are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 10th day of April, 2020.


Notary Public
Kelley R. Marriott
print name
Residing at Skagit County
My appointment expires 5/15/2022



EXHIBIT "A"
LEGAL DESCRIPTION FOR GRANTORS' PROPERTY
 Assessor's Parcel Number P48307

EXHIBIT A - LEGAL DESCRIPTION
COLONY MOUNTAIN DRIVE CULVERT REPLACEMENT PROJECT
P48307-TIMBERLAKE-STOWE

RECITED PER STATUTORY WARRANTY DEED, AFN 201811160099:

A TRACT OF LAND IN SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1177.06 FEET SOUTH AND 1255.77 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 25 DEGREES 50'00" EAST, 632.95 FEET TO AN INTERSECTION WITH A CURVE HAVING A RADIUS OF 5170 FEET, THE CENTER OF WHICH CURVE BEARS NORTH 33 DEGREES 25'02" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 1 DEGREE 08'58", AN ARC DISTANCE OF 103.72 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 420 FEET, THE CENTER OF WHICH CURVE BEARS NORTH 34 DEGREES 34'00" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52 DEGREES 33'00", AN ARC DISTANCE OF 385.21 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 120 FEET, THE CENTER OF WHICH CURVE BEARS NORTH 87 DEGREES 07'00" WEST;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66 DEGREES 57'34", AN ARC DISTANCE OF 140.24 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 680 FEET, THE CENTER OF WHICH CURVE BEARS NORTH 25 DEGREES 55'26" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25 DEGREES 28'34", AN ARC DISTANCE OF 302.36 FEET;

THENCE NORTH 38 DEGREES 00" WEST, 6.34 FEET;

THENCE SOUTH 63 DEGREES 20'00" WEST, 265.74 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN THE COUNTY ROAD RIGHT-OF-WAY. (ALSO KNOWN AS LOT 12 OF COLONY MOUNTAIN, AN UNRECORDED PLAT).

	HARMSSEN 603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273 (360) 336-9199 - (888) 794-7811 WWW.HARMSSENLLC.COM	PREPARED FOR: SKAGIT COUNTY PW	
		JOB NO. 19-347	DATE: DEC 2019

EXHIBIT "B"
LEGAL DESCRIPTION FOR CULVERT EASEMENT AREA
(P48307)

EXHIBIT B - EASEMENT DESCRIPTION
COLONY MOUNTAIN DRIVE CULVERT REPLACEMENT PROJECT
CULVERT EASEMENT P48307-TIMBERLAKE-STOWE

A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER NORTH 1/16TH CORNER OF SAID SECTION 26, SAID POINT LYING SOUTH 01° 12' 09" WEST 1314.22 FEET FROM THE NORTH 1/4 CORNER THEREOF;

THENCE NORTH 89° 12' 54" WEST ALONG THE 1/16 SECTION SUBDIVISION LINE FOR A DISTANCE OF 837.22 FEET TO THE SOUTHWESTERLY MARGIN OF COLONY MOUNTAIN DRIVE AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 120.00 FEET, TO WHICH POINT A RADIAL LINE BEARS NORTH 65° 44' 10" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 38.13 FEET THROUGH A CENTRAL ANGLE OF 18° 12' 22" TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

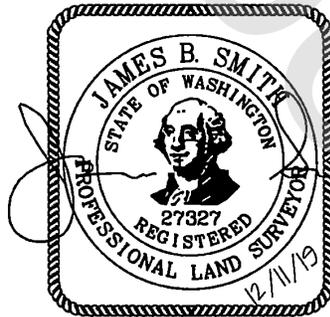
THENCE CONTINUING ALONG SAID CURVE AND RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 30.70 FEET THROUGH A CENTRAL ANGLE OF 14° 39' 36";

THENCE SOUTH 51° 44' 59" WEST 30.54 FEET;

THENCE SOUTH 38° 15' 01" EAST 30.00 FEET;

THENCE NORTH 51° 44' 59" EAST 36.68 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



HARMSSEN
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 WWW.HARMSENLLC.COM

PREPARED FOR:
 SKAGIT COUNTY PW

JOB NO. 19-347

DATE:
 DEC 2019

EXHIBIT "C"
CULVERT EASEMENT AREA
(P48307)

