

Recording Requested By And  
When Recorded Mail To:

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

202004300153

04/30/2020 03:21 PM Pages: 1 of 7 Fees: \$109.50  
Skagit County Auditor

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 30 2020

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

**DOCUMENT TITLE:** TEMPORARY CONSTRUCTION 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.

### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, **John James William Timberlake and Melissa Arleen Stowe**, husband and wife ("Grantors"), 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

("Grantee"), a temporary, non-exclusive construction easement and appurtenances thereto ("Temporary 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 Temporary Easement are further provided as follows:

**1. Nature and Location of Easement.** The Temporary Easement hereby granted by Grantors herein shall be a temporary construction easement for the benefit of Grantee, Grantee's agents, employees, and contractors over, upon, across, through, a portion of real property located within and upon Grantors' Property, such Temporary Easement area as legally described and depicted on Exhibits "B" and "C", attached hereto and incorporated herein by this reference, for the purpose of providing a temporary construction easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for construction of the Colony Mountain Drive Culvert Replacement Project ("project") within said temporary easement area, and for any and all other purposes reasonably related thereto. A legal description for the Grantors' Property is attached hereto as Exhibit "A", and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of the construction and use of the Colony Mountain Drive Culvert Replacement Project, including, but not necessarily limited to, reconstruction of a portion of Colony Mountain Drive (County Road # 24100), tree removal, culvert installation, culvert and road drainage, stream channel improvements, and other project facilities.

**2. Use of Easement.** The Grantee, Grantee's employees, agents, and contractors, shall have the right, without notice, and at all times, to enter upon the Grantors' Property within the Temporary Easement (as described and depicted in Exhibits "B" and "C") for purposes of using the Temporary Easement for the Colony Mountain Drive Culvert Replacement Project. Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement area. Grantors shall not place, construct, or cause to be placed or constructed or maintained any building, structure, obstruction, and/or improvements within or upon the Temporary Easement area (including, without limitation, fences, gates, foundations, rockeries, trees, bushes or other shrubbery) while the Temporary Easement is in effect, without approval of the Grantee.

2.1 Grantors recognize and agree that the project may result in drainage impacts to Grantors' Property (including, but not necessarily limited to, changes in the flow of water at Grantors' Property). Grantors specifically recognize and agree that the Grantee is not responsible or liable for any drainage impacts or damage to Grantors' Property resulting from the project and/or this Temporary Easement. Grantors release and hold harmless Grantee from any drainage impacts or damage to Grantors' Property resulting from and/or related to the project or this Temporary Easement. The Grantors specifically recognize and agree that Grantee is in no way obligated in the future to make, construct, operate, maintain, or repair the project or any specific drainage facilities at (or within the vicinity of) Grantors' Property pursuant to the terms of this Temporary Easement. The terms of this Section 2.1 shall survive the termination or expiration of this Temporary Easement (and shall be perpetual in nature).

**3. Termination of Temporary Easement.** This Temporary Easement shall expire and terminate at such time as the Grantee has completed the project or activity necessitating the use of the Temporary Easement as described hereinabove. Determination of completion of such project or activity shall be made at the sole discretion of Grantee; provided, that in any event this Temporary Easement shall expire by its own terms and terminate in one (1) year from the date of mutual execution, whichever is sooner.

**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 term 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. It 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.

**GRANTORS:**

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

  
\_\_\_\_\_  
John James William Timberlake  
DATED this 10<sup>th</sup> day of April, 2020.

  
\_\_\_\_\_  
Melissa Arleen Stowe  
DATED this 10<sup>th</sup> 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 10 day of April, 2020.



  
\_\_\_\_\_  
Notary Public  
  
\_\_\_\_\_  
print name  
Residing at Skagit County  
My appointment expires 5/15/2022

GRANTEE:

DATED this 27 day of April, 2020.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Amber Evans  
Clerk of the Board

Authorization per Resolution R20160001

Recommended:

[Signature]

Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:

[Signature] 4/16/20  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (4-18-20)  
Risk Manager

Approved as to budget:

[Signature]  
Budget & Finance Director

**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**

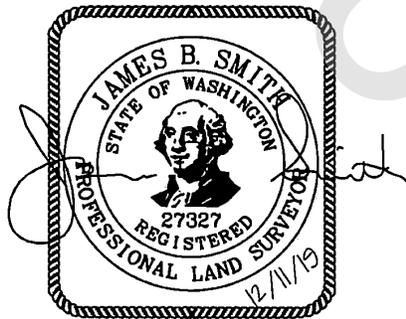
DATE:  
**DEC 2019**

Exhibit "B"  
LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT AREA  
(P48307)

**EXHIBIT B - EASEMENT DESCRIPTION**  
**COLONY MOUNTAIN DRIVE CULVERT REPLACEMENT PROJECT**  
**TEMPORARY CONSTRUCTION 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:

**BEGINNING** AT SKAGIT COUNTY PUBLIC WORKS COLONY MOUNTAIN DRIVE CULVERT REPLACEMENT PROJECT PLAN SHEET 4 OF 12, DATED JULY 9, 2019, A-LINE STATION 11+69.88 , 24.92 FEET RIGHT;  
THENCE SOUTH 27° 34' 40" WEST 28.10 FEET TO A-LINE STATION 11+74.65 , 52.61 FEET RIGHT;  
THENCE SOUTH 29° 10' 21" EAST 85.71 FEET TO A-LINE STATION 13+05.41, 73.52 FEET RIGHT;  
THENCE NORTH 53° 52' 27" EAST 51.89 FEET TO A-LINE STATION 12+81.95, 23.65 FEET RIGHT, THE SOUTHWESTERLY MARGIN OF COLONY MOUNTAIN DRIVE RIGHT-OF-WAY, 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 67° 56' 00" EAST;  
THENCE NORTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 85.71 FEET THROUGH A CENTRAL ANGLE OF 40° 55' 21" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 680.00 FEET;  
THENCE NORTHWESTERLY ALONG SAID CURVE FOR A DISTANCE OF 15.78 FEET THROUGH A CENTRAL ANGLE OF 1° 19' 46" TO THE **POINT OF BEGINNING**.  
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



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PREPARED FOR:  
**SKAGIT COUNTY PW**  
JOB NO. **19-347** DATE: **DEC 2019**

EXHIBIT "C"  
TEMPORARY CONSTRUCTION EASEMENT AREA  
(P48307)

