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Skagit County Auditor

\$82.00

4/3/2018 Page

1 of

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Return Address  
Michael D McCoy  
16818 Lakeview Blvd  
Mount Vernon, WA 98274

TEMPORARY CONSTRUCTION AND  
PERMANENT UTILITY EASEMENT AGREEMENT

Skagit County Parcel Number 27807, McHoldings, LLC "Grantor"  
Abbreviated Legal Description: Sec 25, Twp 34, Rge 04 et al

Skagit County Parcel Number 67141, McHoldings, LLC "Grantee"  
Abbreviated Legal Description: Sec 25, Twp 34, Rge 04 et al

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 03 2018

Amount Paid \$ \_\_\_\_\_  
Skagit Co. Treasurer  
By *BT* Deputy

UNOFFICIAL DOCUMENT

**TEMPORARY CONSTRUCTION AND  
PERMANENT UTILITY EASEMENT AGREEMENT**

This temporary Construction and Permanent Utility Easement Agreement (the "Agreement") is entered into by and between McHoldings LLC, ("Grantor"); and McHoldings, LLC, ("Grantee").

**RECITALS**

- A. Grantor owns of record certain real property located in Skagit County, Washington and legally described on the attached and incorporated Exhibit A ("Grantor's Property").
- B. Grantee owns of record certain real property adjacent to Grantor's Property also located in Skagit County, Washington and legally described on the attached and incorporated Exhibit B ("Grantee's Property") which Grantee intends to improve with a structure or structures. Grantor's Property and Grantee's Property are sometimes referred to in this Agreement collectively as the "Property."
- C. Grantor and Grantee previously executed a Temporary Construction and Permanent Utility Easement Agreement filed under ~~XXXX~~ County Recording Number ~~XXX XXXXXXXXXX~~.

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

**1. Grant of Easements**

**1.1 Utility Easement.** Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the property described on the attached and incorporated Exhibit D (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sanitary sewer pipe and related underground sanitary sewer facilities, underground water pipes and other utilities, including junction boxes and related equipment (the "improvements"), and for access to the Utility Easement Area is depicted generally on the attached and incorporated Exhibit C.

**1.2 Temporary Construction Easement.** Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the property described on the attached and incorporated Exhibit D (the "Temporary Easement Area") for use in the

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initial construction and installation of the improvements and other construction purposes reasonably related to the initial construction of the improvements. Prior to commencement of the Temporary Construction Easement, Grantee shall have access to the Property during normal business hours to conduct all studies, tests, examinations and surveys necessary to design and construct the improvements. The Temporary Construction Easement is depicted generally on the attached and incorporated Exhibit C.

## 2. Terms of Easements.

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantee has abandoned the Improvements, as the term "abandonment" is defined in Section 5.7 below, or until the Utility Easement Area has been dedicated to the Skagit Sewer District #2 Sanitary Sewer Utility and/or such other governing jurisdiction as may request or require such dedication in connection with Grantee's development of the Property. Grantor agree to execute such documents as either grantee or any such governing jurisdiction may deem necessary or desirable in connection with the installation of the improvements or in connection with any such dedication, provided, however, that Grantee agrees to construct the improvements in a manner which will make the same accessible to Grantor's Property.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate and expire upon the date construction of the Improvements are completed. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation.

#### 4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor Property all costs and expenses of construction and maintenance of the improvements, including the installation of up to two side sewer connections for Grantor's use and the exercise of any easement rights granted under this Agreement.

4.2 Compliance With Laws. Grantee shall construct the improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

4.3 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities.

#### 5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledge that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consent to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of any thing done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing

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party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

5.6 Plan. Upon Grantor request, Grantee shall provide Grantor with as-built drawings showing the location and depth of the improvements installed in the Utility Easement Area.

5.7 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

5.8 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

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IN WITNESS of this, the undersigned have executed this Agreement as of this

day of \_\_\_\_\_,

XX  
XXXX

XX  
XXXX

Dated this 3RD day of April, 2002018  
McHoldings, LLC, Grantor McHoldings, LLC, Grantee

By: [Signature]  
Michael D. McCoy, President

By: [Signature]  
Michael D. McCoy, President

STATE OF WASHINGTON )  
) :ss  
COUNTY OF Skagit )

ON THIS day of 3, Month of April, 2018, before me, personally  
appeared Michael D. McCoy to me known to be the President of McHoldings, LLC,  
Grantor and Grantee, the company that executed the within and foregoing instrument,  
and acknowledged said instrument to be the free and voluntary act and deed of said  
corporation, for the uses and purposes therein mentioned, and on oath stated that he was  
authorized to execute said instrument.

WITNESS my hand and official seal hereto the day and year in this certificate first above  
written.

[Signature]  
Jacob I. Matson  
Notary Public in and for  
the State of Washington,  
residing at  
1700 Urban Ave Mt. Vernon  
My Appointment Expires  
10/22/2020

STATE OF  
WASHINGTON )  
) :ss  
COUNTY  
OF Skagit )

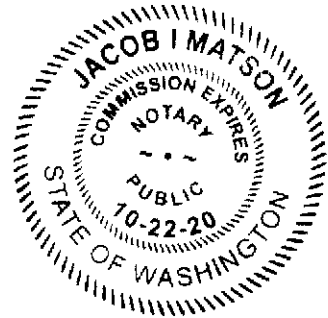


EXHIBIT "A"

Skagit County Parcel Number 27807

UNRECORDED DOCUMENT

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1,460.09 FEET EAST AND 333.97 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO SCHOOL DISTRICT NO. 73 BY DEED RECORDED UNDER AUDITOR'S FILE NO. 296453; THENCE NORTH 79-52 EAST, 182 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 161 FEET; THENCE NORTH 79-52 EAST TO THE WEST LINE OF LAKEVIEW BOULEVARD; THENCE NORTHWESTERLY ALONG THE WEST LINE OF LAKEVIEW BOULEVARD TO A POINT NORTH 79-52 EAST OF THE TRUE POINT OF BEGINNING; THENCE SOUTH 79-52 WEST TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1,460.09 FEET EAST AND 333.97 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO SCHOOL DISTRICT NO. 73 BY DEED RECORDED UNDER AUDITOR'S FILE NO. 296453; THENCE NORTH 79-52 EAST, 182 FEET; THENCE SOUTH 00-00-00 WEST FOR A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0-00-00 WEST FOR A DISTANCE OF 61.00 FEET TO THE NORTH LINE OF TRACT 2, SKAGIT COUNTY SHORT PLAT NO. 32-79, RECORDED UNDER AF#7905150047; THENCE NORTH 79-52-00 EAST ALONG THE NORTH LINE OF SAID TRACT 2 FOR A DISTANCE OF 87.74 FEET, MORE OR LESS, TO A POINT BEARING SOUTH 62-11-16 EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 62-11-16 WEST FOR A DISTANCE OF 97.65 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF TRACT 2, SKAGIT COUNTY SHORT PLAT NO. 32-79, RECORDED UNDER AF#7905150047, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 2; THENCE SOUTH 79-32-00 WEST ALONG THE NORTH LINE OF SAID TRACT 2 FOR A DISTANCE OF 27.42 FEET; THENCE SOUTH 62-11-16 EAST FOR A DISTANCE OF 34.88 FEET, MORE OR LESS, TO THE EAST LINE OF SAID TRACT 2, ALSO BEING THE WESTERLY RIGHT-OF-WAY MARGIN OF LAKE VIEW BOULEVARD, AT A POINT BEARING SOUTH 10-22-30 EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 10-22-30 WEST ALONG SAID EASTERLY LINE OF TRACT 2 FOR A DISTANCE OF 21.45 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT "B"

Skagit County Parcel Number 67141

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THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AND ALSO BEING A PORTION OF TRACT 2 OF SKAGIT COUNTY SHORT PLAT NO. 32-79, RECORDED UNDER AF#7905150047, TOGETHER WITH THAT PORTION OF TRACT 'C' OF SKAGIT COUNTY SHORT PLAT NO. 32-79 (REVISED) RECORDED UNDER AF#8101120002, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 2; THENCE NORTH 10-22-30 WEST ALONG THE EAST LINE OF SAID TRACT 2, A DISTANCE OF 208.71 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 79-52-00 WEST ALONG THE NORTH LINE OF SAID TRACT 2, A DISTANCE OF 115.16 FEET TO THE SOUTH CORNER ON THE MOST EASTERLY LINE OF SAID TRACT 'C'; THENCE NORTH 00-00-00 EAST ALONG SAID MOST EASTERLY LINE, A DISTANCE OF 61.00 FEET TO THE NORTH CORNER ON SAID MOST EASTERLY LINE; THENCE SOUTH 79-52-00 WEST ALONG THE NORTHERLY LINE OF SAID TRACT 'C', A DISTANCE OF 104.54 FEET TO THE NORTHERLY PROJECTION OF THE WESTERLY LINE OF SAID TRACT 2; THENCE SOUTH 10-22-30 WEST ALONG SAID WESTERLY LINE AND ITS PROJECTION, A DISTANCE OF 188.76 FEET; THENCE NORTH 79-52-00 EAST, A DISTANCE OF 130.0 FEET; THENCE SOUTH 10-22-30 EAST, A DISTANCE OF 80.00 FEET TO THE SOUTH LINE OF SAID TRACT 2; THENCE NORTH 79-52-00 EAST, A DISTANCE OF 78.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 2; THENCE SOUTH 79-52-00 WEST ALONG THE NORTH LINE OF SAID TRACT 2 FOR A DISTANCE OF 27.47 FEET; THENCE SOUTH 62-11-16 EAST FOR A DISTANCE OF 34.88 FEET, MORE OR LESS, TO THE EAST LINE OF SAID TRACT 2, ALSO BEING THE WESTERLY RIGHT-OF-WAY MARGIN OF LAKE VIEW BOULEVARD, AT A POINT BEARING SOUTH 10-22-30 EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 10-22-30 WEST ALONG SAID EASTERLY LINE OF TRACT 2 FOR A DISTANCE OF 21.45 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1,460.09 FEET EAST AND 333.97 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO SCHOOL DISTRICT NO. 73 BY DEED RECORDED UNDER AUDITOR'S FILE NO. 296453; THENCE NORTH 79-52 EAST, 182 FEET; THENCE SOUTH 00-00-00 WEST FOR A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0-00-00 WEST FOR A DISTANCE OF 61.00 FEET TO THE NORTH LINE OF TRACT 2, SKAGIT COUNTY SHORT PLAT NO. 32-79, RECORDED UNDER AF#7905150047; THENCE NORTH 79-52-00 EAST ALONG THE NORTH LINE OF SAID TRACT 2 FOR A DISTANCE OF 87.74 FEET, MORE OR LESS, TO A POINT BEARING SOUTH 62-11-16 EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 62-11-16 WEST FOR A DISTANCE OF 97.65 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

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EXHIBIT "C"

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1,460.09 FEET EAST AND 333.97 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO SCHOOL DISTRICT NO. 73 BY DEED RECORDED UNDER AUDITOR'S FILE NO. 296453; THENCE NORTH 79-52 EAST, 182 FEET THENCE SOUTH 100 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 62 11 16 EAST 132.53 TO THE WEST LINE OF LAKEVIEW BOULEVARD; THENCE NORTHWESTERLY ALONG THE WEST LINE OF LAKEVIEW BOULEVARD NORTH 10 22 30 WEST 21.45 FEET THENCE NORTH 79 52 00 EAST 10 FEET THENCE NORTH 10 22 30 WEST TO A POINT NORTH 79-52 EAST OF THE TRUE POINT OF BEGINNING; THENCE SOUTH 79-52 WEST TO THE TRUE POINT OF BEGINNING.

EXHIBIT "D"

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1,460.09 FEET EAST AND 333.97 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO SCHOOL DISTRICT NO. 73 BY DEED RECORDED UNDER AUDITOR'S FILE NO. 296453; THENCE NORTH 79-52 EAST, 182 FEET THENCE SOUTH 100 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 62 11 16 EAST 132.53 TO THE WEST LINE OF LAKEVIEW BOULEVARD; THENCE NORTHWESTERLY ALONG THE WEST LINE OF LAKEVIEW BOULEVARD NORTH 10 22 30 WEST 21.45 FEET THENCE NORTH 79 52 00 EAST 10 FEET THENCE NORTH 10 22 30 WEST TO A POINT NORTH 79-52 EAST OF THE TRUE POINT OF BEGINNING; THENCE SOUTH 79-52 WEST TO THE TRUE POINT OF BEGINNING.