Recording Requested By And When Recorded Mail To:

Skagir County Public Works Department Attn: Nikki Davis 1800 Continental Place Mount Verpon, Washington 98273 **Skagit County Auditor** 

2/23/2012 Page

1 of

17 1:54PM

DOCUMENT TITLE: TEMPORARY MAINTENANCE EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

SKAGIT COUNTY Contract # C20120058 Page 1 of 17

GRANTOR(S): Donald McKay and Renee McKay, husband and wife

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

ABBREVIATED LEGAL DESCRIPTION: 45,6400 ac) RIVER VALLEY VIEW ESTATES, LOT 9, ACRES 5.64, BEING A PORTION IN SEL/4 SEL/4 OF SECTION 31 AND SWI/4 SWI/4 OF SECTION 32. BEING A PORTION IN SE1/4 SE1/4 OF SECTION 31 AND SW1/4 SW1/4 OF SECTION 32 (Complete LEGAL DESCRIPTION provided at Exhibit "C"\.

ASSESSOR'S TAX / PARCEL NUMBER(S): P118034 (XreffD: 4777-000-009-0000)

### TEMPORARY MAINTENANCE EASEMENT

The undersigned, Donald McKay and Renee McKay, 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 maintenance 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 maintenance 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 Grantor's Property, such Temporary Easement 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 maintenance easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for Project purposes, including maintenance of existing culvert(s), conveyance system(s), and/or existing structure(s) within said Temporary Easement, and for any and all other purposes reasonably related thereto. A legal description for the Grantors' Property is attached hereto as Exhibit "C", and is hereby incorporated by reference. The Temporary Easement shall be for the purpose of a Project (as described at Exhibit "D"}.
- 2. Use of Easement. The Grantee, Grantee's employees, agents, and contractors, shall have the sole right, without notice, and at all times, to enter upon the Grantors' Property within the Temporary Easement area. (as described and depicted in Exhibit "A" and "B") for purposes of using the Temporary Easement for Project SKAGIT COUNTY WASHINGTON

REAL ESTATE EXCISE TAX

purposes, including the maintenance of existing culvert(s), conveyance system(s), and/or existing structure(s) as further described at *Exhibit "D"* attached hereto and incorporated by reference. Grantors shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. 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 while the Temporary Easement is in effect, without approval of the Grantee.

- 2.1 Grantors specifically recognize and agree that the Grantee is not responsible or liable for any drainage or surface water impact or damage to Grantors' Property resulting from this Temporary Easement, and Grantors release and hold harmless Grantee from any drainage or surface water impact or damages to Grantors' Property resulting from and/or related to this Temporary Easement. Grantee otherwise agrees to be responsible for damages solely arising from the negligent acts of its employees, agents, or representatives on Grantors' Property in exercise of Grantee's rights herein granted by this Temporary Easement. Grantee assumes no liability for any alleged damage resulting subsequent to the termination of this Temporary Easement, or from any source other than as expressly set forth herein.
- 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 (as determined by Grantee). This Temporary Easement shall otherwise expire by its own terms and terminate on September 30, 2012, 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. Other Terms (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement). This Temporary Easement may be changed, modified, amended or waived only by subsequent written agreement, duly executed by the parties hereto. Each of the terms and provisions of this Temporary Easement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Temporary Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Temporary Easement. The parties represent and warrant that they have fully read this Temporary Easement, that they understand its meaning and effect, and that they enter into this Temporary Easement with full knowledge of its terms. This Temporary Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Temporary Easement contains all the terms and conditions mutually agreed upon by the parties. This Temporary Easement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Temporary Easement shall be deemed to exist or to bind any of the parties hereto.

GRANTOR:	
(/	)
DATED this <u>22</u> day of <u>1</u>	<i>EC,</i> , 2011.
A MILKA	e d
Print Name: REVEE 13	<del>X</del> AY
	<del></del>
GRANTOR:	
94 //-	
DATED this 22 day of 1	<i>7 E €</i> , , 2011.
D. DI Mck	1 C POA
Print name: <u> </u>	$\Sigma H \gamma$
**	
STATE OF WASHINGTON	_
COUNTY OF SKAGIT	ss. \
WOWINT OF SIMOR	

I certify that I know or have satisfactory evidence that Donald McKay and Renee McKay, husband and wife, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they executed the forgoing instrument as his/her/their free and voluntary act for the uses and purposes herein mentioned.

(SEAL)

**Notary Public** 

Residing at: MOUNT (いとくいし)

My commission expires: 14/2

201202230068 Skagit County Auditor

2/23/2012 Page

17 1:54PM 3 of

DATED this all day of February, 2011	2.
	BOARD OF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON
	Kenneth A. Dahlstedt, Chairman
	Remetr A. Damstedt, Glamman
	Sharon D. Dillon, Commissioner
Attest:	Ron Wesen, Commissioner
Linda Hammen	
Clerk of the Board	$\sim$
	Authorization per Resolution R20050224
	Au //Auv
Recommended:	County Administrator
Lever Hash	
Department Head	
Approved as to form:	
2/15/12	
Civil Deputy Prosecuting Attorney	
Approved as to indemnification:	
Breef Fairnes 3/11/2	0/2
Risk Manager	
Approved as to budget:	
and the second second	
Stroke Obline	<b>                                    </b>
Budget & Finance Director	
	201202230068 Skagit County Auditor

# EXHIBIT "A" P118034 TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

TEMPORARY MAINTENANCE EASEMENT **COMMENCES** AT THE MOST SOUTHEARTERLY CORNER OF AUDITOR'S FILE NUMBER 200105070102, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON; THENCE 393.78 FEET WEST ALONG SECTION 31 TOWNSHIP 36N ROANGE 04E; THENCE 206.52 FEET NORTHERLY TO EDGE OF NORTHERN RIGHT-OF-WAY OF SAID ROAD BOW HILL TO THE BEGINNING OF SAID PRIVATE ROAD NAMED JENNIFER LANE LINE TO THE **TRUE POINT OF BEGINNING**; THENCE 105 FEET NORTHERLY ALONG THE EAST RIGHT-OF-WAY OF SAID PRIVATE LANE JENNIFER; THENCE EASTERLY 161 FEET; THENCE SOUTHERLY 118 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ROAD BOW HILL ROAD; THENCE WESTERLY 124 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ROAD BOW HILL ROAD BACK TO THE TRU POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION. ACCESS TO THE TEMPORARY MAINTENANCE IS REACHED VIA THE LANDOWNER'S PROPERTY.

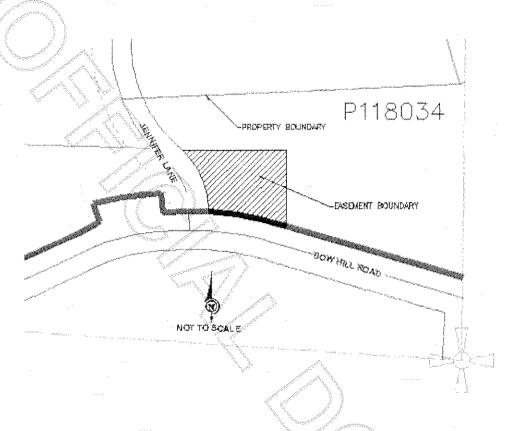
201202230068 Skagit County Auditor

2/23/2012 Page

5 of 17 1:54PM

### EXHIBIT "B" P118034

## GRAPHIC DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA



201202230068 Skagit County Auditor

2/23/2012 Page

**6** of

17 1:54PIVI

# EXHIBIT "C" LEGAL DESCRIPTION OF GRANTOR'S PROPERTY Skagit County Assessor Tax Parcel No.: P118034

The following described real estate, situated in the County of Skagit, State of Washington: Lot 9, "River Valley View Estates," as per plat recorded on May 7, 2001 under Auditor's File No. 200105070102, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.

Subject to: Schedule "B-1" attached hereto and made part thereof.

Schedule "B-1"

P-102686-

EXCEPTIONS:

A. DEDICATION CONTAINED ON THE FACE OF THE FLAT, AS FOLLOWS:

Declare this plat and dedicate to the public forever all roads anways, except private and corporate roads, shown hereon with the rights to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot olots, where water might take a natural course, in the original reasonable grading of roads and ways shown hereon. Following original reasonable grading of roads and ways hereon, no drainage waters on any lots shall be diverted or blocked from their natural course so as to discharge upon any public road right-of-way, or thamper road drainage. Any enclosing of drainage waters in culvertor drains or rerouting shall be done by and at the expense of such ways.

"Jennifer Lane" and "Kim's Place", shown hereon as corporate road (Tract A) are to be held in individual ownership by the owners of the lots served by the corporate roads. The cost of construction ame maintaining all roads not herein dedicated as county roads and all access roads to the plat, unless the same are dedicated as county roads, shall be the obligation of all of the owners of the lots in the plat and/or of any additional plats that may be served by said roads, streets and/or alleys, and the obligation to maintain shall be concurrently the obligation of any corporation in whom title of said roads, streets, and/or alleys be held. In the event that the owners of any of these lots or the corporate owners of any of the roads streets, or alleys of this plat or any additional plats served by these roads, streets, and/or alleys shall petition the Board of County Commissioners to include these roads, street, and/or alleys in the road system, said petitioner shall be obligated to being the same to the county road standards in all respects prior to acceptance by the county.

B. WATER PIPELINE EASEMENT CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS:

Easements are granted to Public Utility District No. 1 of Skagi County, Washington, a sunicipal corporation, its successors of assigns, the perpetual right, privilege, and authority enabling the PUD to do all things necessary or proper in the construction ame maintenance of a water line, lines or related facilities, including the right to construct, operate, maintain, inspect, improve, remove restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water over, across along, in and under the lands as shown on this plat together with the right of ingress to and egress from said lands across adjacent lands of the grantor; Also, the right to cut and/or tris all brush timber, trees or other growth standing or growing upon the lands of the grantor which, in the opinion of the district, constitutes amenace or danger to said line or to persons or property by reason of proximity to the line.

- Continued -

201202230068 Skagit County Auditor 2/23/2012 Page 7 of 47

7

### EXCEPTIONS CONTINUED:

B. (Continued) -

The grantor agrees that title to all timber, brush, trees, oth vegetation or debris trimmed, cut, and removed from the easemer pursuant to this agreement is vested in the district.

Grantor, its beirs, successors, or assigns hereby conveys and agree not to construct or permit to be constructed structures of any kir on the easement area without written approval of the general manage of the district. Grantor shall conduct its activities and all othe activities on grantor's property so as not to interfere will obstruct or endanger the usefulness of any improvements or othe facilities, now or hereafter maintained upon the easement or in as way interfere with, obstruct or endanger the district's use of the easement.

C. NATURAL RESOURCE LAND DESIGNATION CONTAINED ON THE FACE OF THE PLAT, AS POLLOWS:

This property lies within 300 feet of land designated resource land by Skagit County. A variety of natural resources land activitic occur in the area that may be inconvenient or cause discomfort a sea residents. This may arise from the use of chemicals, or fix spraying, pruning, harvesting, or extraction, which occasionall generates dust, smoke, noise, and odor. Skagit County he established resource uses as priority uses on designated natural resource lands, and residents of adjacent property should be prepart to accept such inconveniences or discomfort from normal necessarinatural resource land operations when performed in compliance with best management practices and local, state, and federal law.

D. TRACT "A" UTILITY EASEMENT CONTAINED ON THE PACE OF THE PLAT, / FOLLOWS:

A utility easement being over, under and across Tract "A" is herel reserved for an conveyed to Puget Sound Energy, Cascade Natural Ge Corp., GTE Northwest. Northland Cable TV. and their respective successors and assigns in which to construct, operate, maintair repair, replace and enlarge under ground pipes, conduits, cables as wires with necessary or convenient underground or ground mounte appurtenances thereto for the purpose of serving this subdivision as other property with slectric, gas, telephone and other utilit service, together with the right to enter upon the streets, lots tracts and spaces at all times for the purposes herein stated. Trac "A" is also reserved for sewer and water easements to serve the lot within this subdivision.

- continued -

Schedule "B-1"

### EXCEPTIONS CONTINUED:

E. AUTOMOTIVE BACETRACK NOTICE CONTAINED ON THE PACE OF THE PLAT, AS

Skagit Speedway, an automotive racing facility is located within 1 mile of the subject property. The facility operates from mid April until August hosting approximately 25 events per year with attendance ranging from 4,000 to 10,000 persons per event. During such events, noise, traffic and possibly other impacts, effect the general neighborhood.

- F. PLAT NOTES CONTAINED ON THE PACE OF THE PLAT, AS FOLLOWS:
  - 1. Basis of bearings and section breakdown derived from record of survey, A.F. No. 9205080001;
  - 2. Standard Field Traverse procedures and a One Second Leitz Set Total Station were used to accomplish this survey. Control survey done in January, 1998. Lot corners set in July, 2000;
  - 3. Total acreage of subdivision 49.41 acres;
  - 4. See variance allowing private road #VA 99 0291, approved November 10, 1999, filed in Auditor's File No. 199912020002. The road maintenance documents are recorded under Auditor's File No. 200105070103/
  - S. Water Skagit County P.U.D.;
  - 6. Sewer Individual On-Site Systems;
  - 7. Zoning Comprehensive Plan Rural reserve;
  - 8. Potential buyers should recognize that a tributary to Bob Smith Creek meanders through this subdivision and may be subject to periodic channel changes and intermittent flooding Building sites may be limited based on creek channel migration:
  - 9. See covenants, conditions and restrictions (CCR's) recorded under Auditor's File No. 200105070103;
  - 10. A voluntary donation to Skagit County Park and Recreation for mitigation fee of \$100 per lot shall be collected at time of sale;
  - 11. Plac number and date of approval shall be included in al deeds and contracts;
  - 12. No building permit shall be issued for any residential and/or commercial structures, which are not at the time of application determined to be within an official designated boundary of a Skagit County Fire District;

- continued -

2/23/2012 Page

9 of 17 1:54PM

Schedule \*B-1\*

### EXCEPTIONS CONTINUED:

#### (Continued):

- 13. The total impervious surface of the proposal shall be limited to 5% of the total lot area, unless the proposed development provides mitigation that will collect runoff from the proposed development, will treat the runoff, if necessar to protect groundwater quality and discharge that collected runoff into a groundwater infiltration system on site;
- See Geo Engineers Report dated June 1, 1999 for setback of house foundations and drainfields;
- 15. See Protected Critical Area Easement recorded under Auditor's File No. 200105070104 through 200105070112;
- See Road Maintenance and Shared Road Agreement recorded under Auditor's File No. 200105070103;
- 17. Change of location of access may necessitate a change c address. Contact the Planning and Permit Center.
- G. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By:

Plat of said addition Minimum Building Setbacks

Purpose: Area Affected:

As shown

H. EASEMENT AND THE TERMS AND COMDITIONS THEREOF:

Grantee:

Puget Sound Power & Light Company, a

Washington corporation

Purpose:

The right to construct, operate, maintain, repair, replace and enlarge a

underground electric transmission and/

distribution system As described therein

Area Affected: timbed:

April 11, 1988 April 19, 1988

Recorded: Auditor's No.:

8804190045

EASEMENT AND TERMS AND CONDITIONS THEREOF:

pisclosed By:

Plat of said addition

Drainfield Rasement for Lot 8

Purpose: Area Affected: Westerly and Southerly 15 feet

J. RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVALLEY VIEW ESTATES, AND THE TERMS AND CONDITIONS THEREOF:

Executed By:

Nielsen Brothers, Inc.

Recorded:

May 7, 2001 200105070103

Auditor's No.:

- Continued -

201202230068 **Skagit County Auditor** 

Schedule "B-1"

P-102686-E

EXCEPTIONS CONTINUED:

(Continued):

AMENDMENT AND ADDITION, AND THE TERMS AND CONDITIONS THEREOF:

Executed By:

Nielsen Brothers, Inc.

Recorded:

June 21, 2001

Auditor's No.:

200106210005

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS:

Recorded:

February 13, 2002 200202130058

Auditor's No.:

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS:

Recorded:

Auditor's No.

July 19, 2002 200207190135

K. Protected Critical Area Site Plan and/or Rasement, and the terms and conditions thereof:

Executed By: Recorded:

Auditor's No.:

Robert C. Meilsen May 7, 2001 200105070109

11

**Skagit County Auditor** 

# Exhibit "D" PROJECT DESCRIPTION

County crews shall extend the existing Corrugated Polyethylene 12 Inch access culvert (FIGURE 1 & 2) to existing pond (FIGURE 3). Crews will install Corrugated Polyethylene 12 Inch pipe for the extension. The piping system shall be buried using the existing slope; minimum of 6 inch cover, until reaching the pond at which point it will allow the runoff water's to collect in the existing pond.

All excavated material shall either be used as backfill around the pipes or removed from site to be disposed of at the appropriate location.

At completion of work county crews shall regrade the area of construction to match existing grade; hydro seeding as needed.

FIGURE 1.

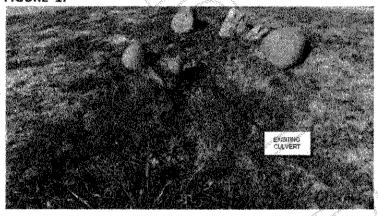


FIGURE 2.

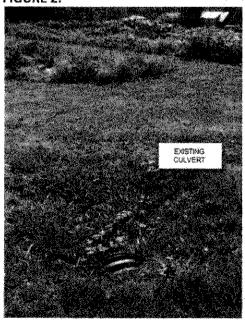
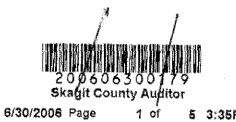


FIGURE 3.



WHEN RECORDED RETURN TO: Chicago Title Company P. O. Box 670 Burlington, WA 98233



Chicago Title Insurance Company

425 Commercial Street - Mount Vernon, Washington 98273

CUMENT TITLE(s): Chicago

DOCUMENT TITLE(s):	Chicago Title IC39441	
Durable Special Power of Attorney	Escrow BE10852	
2. 3.	e'ADED.	
REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELI	<u> </u>	
☐ Additional numbers on page of the docume	nt	
- Manual in incident bude	***	
GRANTOR(s): 1. DONALD B. MCKAY 2. 3.		
Additional names on page of the document		
GRANTEE(s):  1. RENEE E. MCKAY  2.		
3. Additional names on pageof the document		
ABBREVIATED LEGAL DESCRIPTION:		
Lot 13, North Central Division, according to the plat thereof recorded in Volume 15		
of Plats, pages 46 and 47, records of Skagit County,	wasnington.	
☐ Complete legal description is on pageof the docum	ent	
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):		
4586-000-013-0002 P102032		
(sign only if applicable) I am requesting an emergency nonstand provided in RCW 36.18.010. I understand that the recording proces otherwise obscure some part of the text of the original document.  Signature	erd recording for an additional fee as sing requirements may cover up or	

This cover sheet is for the County Recorder's indexing purposes only.

201202230068 Skagit County Auditor

2/23/2012 Page 13

13 of

17 1:54PM

# **Durable Special Power of Attorney**

I, DONALD B. MCKAY, of Sedro Wooley, Skagit County, Washington, hereby appoint RENEE E. MCKAY to serve as my attorney-in-fact (my "Agent"), giving to my Agent the power to accomplish the following acts in my name and for my benefit, as follows:

### 1. Transfer to Trust

I grant my Agent full power and authority to do everything necessary to transfer, assign, convey, and deliver any interest I may have in property owned by me to:

DONALD B. MCKAY and RENEE E. MCKAY, Trustees, or their successors in trust, under the DONALD AND RENEE MCKAY LIVING TRUST, dated September 16, 1999, and any amendments thereto.

## 2. Enumeration of Specific Powers

In order for my Agent to transfer my property under this Durable Special Power of Attorney, the following powers are set forth to provide guidance as to some of the powers granted by me to my Agent:

My Agent may convey real or personal property, whether tangible or intangible, or any interest therein.

My agent may transfer, convey, and assign stocks, bonds, securities, accounts held with securities firms, commodities, options, metals, and all other types of intangible property.

My Agent may receive and endorse checks and drafts, deposit and withdraw funds, and acquire and redeem certificates of deposit in banks, savings and loans, and all other financial institutions.

My Agent may execute or release mortgages, deeds of trust, or other security agreements as may be necessary to accomplish the purpose of this Durable Special Power of Attorney.

201202230068 Skagit County Auditor

2/23/2012 Page 14 of 17 1:54PM

My Agent may apply for, endorse, and transfer certificates of title for any motor vehicle.

My Agent may endorse, convey, and otherwise transfer all business interests that I may now own or hereafter acquire.

My Agent may have access to any safe deposit box rented by me and remove the contents of such safe deposit box, and any institution in which a safe deposit box is located shall be relieved of any liability to me, my heirs, or assigns as a result of my Agent's exercise of this power.

My Agent may prepare, sign, and file joint or separate income tax returns or declarations of estimated tax for any year, prepare, sign, and file gift tax returns with respect to gifts made by me for any year; and prepare, sign, and file any claims for refund of any tax.

My Agent may also file income tax returns and all other forms of tax returns with respect to any business interest owned by me. My agent may compromise and settle tax disputes and execute any agreements regarding such disputes with any tax authority. My Agent may act in my behalf in all tax matters before all officers of the Internal Revenue Service and for any other taxing authority, including the receipt of confidential information.

# 3. Reliance upon Representations of My Agent

No person who acts in reliance on the representations of my Agent or the authority granted under this Durable Special Power of Attorney shall incur any liability to me, my heirs, or assigns as a result of permitting my Agent to exercise any power granted under this Durable Special Power of Attorney.

# 4. My Disability

This Durable Special Power of Attorney shall not be affected if I become disabled or incapacitated.

# 5. Life Insurance on the Life of My Agent

My Agent shall have no rights or powers with respect to any policy of insurance owned by me on the life of my Agent.

# 6. Property Held by Me in a Fiduciary Capacity

My Agent shall have no power under this Durable Special Power of Attorney with regard to any act, power, duty, right, or obligation that I may have relating to any person, matter, transaction, or property held by me or in my custody as a trustee, custodian, personal representative, or other fiduciary capacity.

If RENEE E. MCKAY is unwilling or unable to serve, I appoint the following as successor agents, in the order in which their names appear:

First, SUSAN ANN FORD; then

Second, KENNETH MURRAY MCKAY; then

Third, JAMES DONALD MCKAY; then

Fourth, EDWARD JONES TRUST COMPANY, A DIVISION OF BOONE NATIONAL SAVINGS AND LOAN ASSOCIATION, F. A..

Dated September 16, 1999

DONALD B. MCKAY, Principal

RENEE E. MCKAY, Agent

201202230068 Skagit County Auditor 16 of 17 1:54PM

3

# STATE OF WASHINGTON) COUNTY OF WHATCOM )ss

The foregoing Durable Special Power of Attorney was acknowledged before me on September 16, 1999, by DONALD B. MCKAY, Principal.

Witness my hand and official seal.

My commission expires: JUNE 5, 2000

P. Dirk Nansen residing at Bellingham, WA.

STATE OF WASHINGTON) COUNTY OF WHATCOM )ss.

The foregoing Durable Special Power of Attorney was acknowledged before me on September 16, 1999, by RENEE E. MCKAY, as Agent.

Witness my hand and official seal.

My commission expires: JUNE 5, 2000

P. Dirk Nansen residing at Bellingham, WA.

31.00.00 31.00.00 31.00.00

201202230068

Skagit County Auditor

2/23/2012 Page

17 of

17 1:54PM