

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 11/05/2025

Document Title: Temporary Easement
Reference Number of Related Document: N/A
Grantors: Cheryl Greaver; David Alan Nichols
Grantee: State of Washington, Department of Transportation
Legal Description: Ptn of N ½ SE ¼ NE ¼ of Sec. 12, Twp. 35N., R. 4 E., W.M., Skagit County
Additional Legal Description is on Page 6 of Document
Assessor's Tax Parcel Number: Ptn P36271/35041210170018

M10630

TEMPORARY EASEMENT

State Route 9, Unnamed Tributary to Nookachamps and Hansen Creeks – Fish Passage,
Temporary Easement Exhibit 1-25367

The Grantors, CHERYL GREAVER, a single woman as her separate estate and DAVID ALAN NICHOLS, a single man as his separate estate, each having a 50% interest in the property, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey and grant unto the State of Washington, acting by and through its Department of Transportation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of construction activities, plant establishment and maintenance in connection with the SR 9/Unnamed to Nookachamps &

FA No. NA
Project No. 100949G
Parcel No. 1-25367

TEMPORARY EASEMENT

Hansen Creeks – Fish Passage Project.

Said lands being situated in Skagit County, State of Washington, as described in Exhibit A ("Premises"), attached hereto and made a part of.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on December 31, 2029, hereinafter the "Term". Provided, however, that Grantee's use and occupancy of the easement area is limited (to): Between May 1, 2026 and November 30, 2026 for construction activities and again between December 1, 2026 and December 31, 2029 for plant establishment and maintenance during the Term.

Grantee shall provide Grantors written notice no less than thirty (30) days in advance of Grantee's intent to exercise its rights under this Temporary Easement.

The State shall, upon exercise of the rights and completion of the construction described herein, remove all debris and restore the surface of the Premises to a condition as close as reasonably practicable to its condition existing immediately prior to the exercise of such rights, excepting any modifications or improvements made as part of the construction project.

Grantee shall protect, defend, indemnify, and hold harmless Grantors and their successors or assigns and employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, Grantee's use of the Premises as authorized herein. Grantee's use of the property includes Grantee's employees, authorized agents, invitees, and contractors' use of the property. Grantee shall not be required to indemnify, defend, or hold harmless Grantors if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the Grantors; provided that if such claims, suits, or actions result from the concurrent negligence of: (a) the Grantors, their successors or assigns, employees, authorized agents, invitees, or contractors and (b) the Grantee, its employees, authorized agents, invitees or contractors, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, invitees, and/or contractors. The Grantors and Grantee agree that each of their obligations under this Defense and Indemnity obligation extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its respective employees or agents while occupying the Premises for any purpose. For this purpose, Grantors and Grantee, by MUTUAL NEGOTIATION, hereby waive with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

TEMPORARY EASEMENT

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: November 4th, 2025

Cheryl Greaver

CHERYL GREAVER

DAVID ALAN NICHOLS

Accepted and Approved
STATE OF WASHINGTON
Department of Transportation

By: _____
Synthia Armstrong, Northwest Region
Real Estate Services Manager
Authorized Signatory

Date: _____

TEMPORARY EASEMENT

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: 10-17-25, 2025

CHERYL GREAVER



DAVID ALAN NICHOLS

Accepted and Approved
STATE OF WASHINGTON
Department of Transportation

By: _____
Synthia Armstrong, Northwest Region
Real Estate Services Manager
Authorized Signatory


Date: _____

TEMPORARY EASEMENT

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: 10-17-25, 2025

CHERYL GREAVER



DAVID ALAN NICHOLS

Accepted and Approved
STATE OF WASHINGTON
Department of Transportation

By: Synthia Armstrong
Synthia Armstrong, 2025 02 40 PM

Synthia Armstrong, Northwest Region
Real Estate Services Manager
Authorized Signatory

Date: 11/05/2025

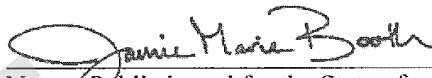
TEMPORARY EASEMENT

STATE OF WASHINGTON)
 : ss
County of Skagit)

On this 4th day of November, 2025, before me personally appeared CHERYL GREAVER to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that (he/she/they) signed and sealed the same as (his/her/their) 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.

(SEAL)



Notary Public in and for the State of
Washington, residing at Stanwood

My commission expires 10/06/2029

This notarial act was completed:

- In Person
- In Person Electronic
- Remote Using Communication Technology

<p>JAMIE MARIE BOOTH NOTARY PUBLIC STATE OF WASHINGTON COMMISSION # 21033725 COMMISSION EXPIRES 10/06/2029</p>
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Notarized remotely online using communication technology via Proof.

TEMPORARY EASEMENT

STATE OF WASHINGTON)

County of Skagit : SS

On this 17 day of October, 2025, before me personally appeared DAVID ALAN NICHOLS to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that (he/she/they) signed and sealed the same as (his/her/their) 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.

(SEAL)

Jamie Marie Booth

Notary Public in and for the State of Washington, residing at Stanwood

My commission expires 10.6.2029



This notarial act was completed:

- In Person
- In Person Electronic
- Remote Using Communication Technology

TEMPORARY EASEMENT

EXHIBIT A

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 203+10.00 on the SR 9 line survey of SR 9, Sedro Woolley Vicinity to Whatcom County Line, and 30.0 feet westerly therefrom; thence northwesterly to a point opposite HES 203+75.00 on said line survey and 105.0 feet westerly therefrom; thence northerly parallel with said line survey to a point opposite HES 204+50.00 thereon; thence easterly to a point opposite said HES and 30.0 feet westerly therefrom; thence southerly parallel with said line survey to the point of beginning.

PARCEL "A"

The North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 35 North, Range 4 East, W.M. EXCEPT the South 150 feet of the East 290 feet thereof, and ALSO EXCEPT the State Route 9 right-of-way along the East line thereof.

Situate in the County of Skagit, State of Washington

The lands herein described contain an area of 8,062 square feet, more or less, the specific details concerning all of which are shown on that certain Exhibit Map entitled SR 9, Unnamed Tributary to Nookachamps and Hansen Creeks – Fish Passage, Temporary Easement Exhibit 1-25367, dated November 2, 2022.

Grantors' Initials

DN