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10/28/2025 09:19 AM Pages: 1 of 5 Fees: $307.50
Skagit County Auditor

AFTER RECORDING RETURN TO:
BELCHER SWANSON LAW FIRM, PLLC
KRISTEN A. CAVANAUGH
900 DUPONT STREET
BELLINGHAM, WA 98225

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY
DATE 10/28/2025

| | |
|---|---|
| Document: | Reciprocal Access Easement |
| Grantor: | McLaughlin Road, LLC, a Washington limited liability company |
| Grantee: | City of Mount Vernon, a Washington municipality |
| Abbreviated Legal Description: | Lot 1, Lot 2, and Tract A, Mount Vernon Short Plat No. Plan25-0303 |
| Parcel#: | P24856 |
| Reference: | AF 202509040057 |

## RECIPROCAL ACCESS EASEMENT

THIS RECIPROCAL ACCESS EASEMENT ("**Easement**"), is made and entered into by and between McLaughlin Road, LLC, a Washington limited liability company (herein the "**Grantor**") and the City of Mount Vernon, a Washington municipality (herein the "**Grantee**"), (collectively referred to as the "**Parties**"), and is effective the date the Grantor has affixed their signature hereto.

## RECITALS:

A. Grantor is the owner of certain real property situated in Skagit County, Washington and legally described as follows:

LOT 1, AND TRACT A OF THE MOUNT VERNON SHORT PLAT NO. PLAN25-0303

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

("**Burdened Property**").

Lot 1 within the Burdened Property shall be referred to herein as "**Lot 1.**"

B. Grantor is also the owner of adjacent property situated in Skagit County, Washington, legally described as follows:

LOT 2 OF THE MOUNT VERNON SHORT PLAT NO. PLAN25-0303.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

("**Lot 2**").

C. Grantor intends to further develop and/or convey the Burdened Property and/or Lot 2. In order to facilitate future development, the Grantor desires to grant and convey a reciprocal access easement over a portion of the Burdened Property for the benefit of the Grantee and Grantor as further described below. As a condition of development, the City of Mount Vernon is requiring restricted vehicular access to the west of the Easement Area (as defined below).



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NOW, THEREFORE, in consideration of the matters described above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants, declares, conveys and reserves as follows:

1. Grant and Scope of Reciprocal Easement. The Grantor hereby grants, reserves, and conveys a perpetual, non-exclusive reciprocal access easement over, through and across a portion of the Burdened Property ("**Easement Area**") described in the attached Exhibit "A" and depicted on the attached Exhibit "B." This Easement shall be for the benefit of the Grantee and Grantor.

2. Construction of Road within Easement Area. Lot 2 shall be responsible for construction of the road located within the Easement Area.

3. Use of Easement Area and Emergency Access. The Easement Area shall be used for ingress/egress only. The western portion of the Easement Area shall be used solely for emergency access.

4. Maintenance of Easement Area. The Owner of Lot 1 and Lot 2 shall be equally responsible for maintenance of the Easement Area.

5. Miscellaneous.

a. Entire Easement; Modifications. This Easement reflects the entire understanding between the Parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Easement. Neither this Easement nor any provision in this Easement may be waived, modified, amended, discharged or terminated, except as otherwise provided for herein or except as provided by an instrument in writing signed by both parties and then, only to the extent set forth in such instrument.

b. Applicable Law. This Easement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington, and the parties agree that the Superior Court of Skagit County shall be the appropriate venue of any suit or proceeding brought with respect to this Easement.

c. Running Covenants. This Easement is, and in all events shall be, understood to relate to the properties herein described and shall be deemed to be covenants running with the land and shall inure to and be binding upon the parties' respective successors, assigns, heirs and personal representatives.

d. Amendment. This Easement may be amended only by written instrument executed by all Parties.

*//// Signature Pages Follow ////*

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GRANTOR:

MCLAUGHLIN ROAD, LLC

By _____ 10/20/25
PAUL WOODMANSEE, Authorized Agent Date

STATE OF WASHINGTON )
)ss.
COUNTY OF SKAGIT )

On this 20th day of October, 2025 before me personally appeared Paul Woodmansee to me known to be the Authorized Agent of the company that executed the within and foregoing instrument to be the free and voluntary act and deed of said companies for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

MADISON MONET BOWMAN
Notary Public
State of Washington
Commission # 21009876
My Comm. Expires Mar 21, 2029

_____
Printed Name Madison Bowman
Notary Public in and for the State of Washington,
residing at Sedro-Woolley.
My Commission Expires: March 21, 2029.



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**Exhibit "A"**

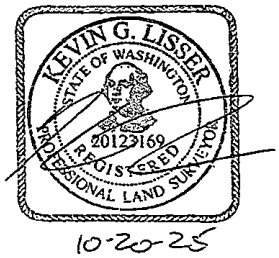
An easement for emergency access over, under and across a portion of Lot 1, which includes a portion of Tract "A", Mount Vernon Short Plat No. PLAN-25-0303 approved September 3, 2025 and recorded September 4, 2025 under Auditor's File No. 202509040057, for the benefit of Lot 2 said Short Plat No. PLAN-25-0303 and the City of Mount Vernon, being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1, said Short Plat No. PLAN-25-0303;
thence South 0°37'39" West, along the West line of said Lot 1, for a distance of 232.73 feet, more or less, to the Northeast corner of that certain access easement recorded under Auditor's File No. 201905150034 and being the TRUE POINT OF BEGINNING;
thence North 67°33'56" East for a distance of 68.13 feet;
thence South 89°49'39" East for a distance of 337.33 feet, more or less, to the East line of said Lot 1;
thence South 0°37'39" West, along said East line for a distance of 20.00 feet;
thence North 89°49'39" West for a distance of 317.11 feet;
thence South 46°35'13" West for a distance of 16.28 feet;
thence South 67°33'56" West for a distance of 77.39 feet, more or less, to the West line of said Lot 1 at a point bearing South 0°37'39" West from the TRUE POINT OF BEGINNING;
thence North 0°37'39" East for a distance of 34.78 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

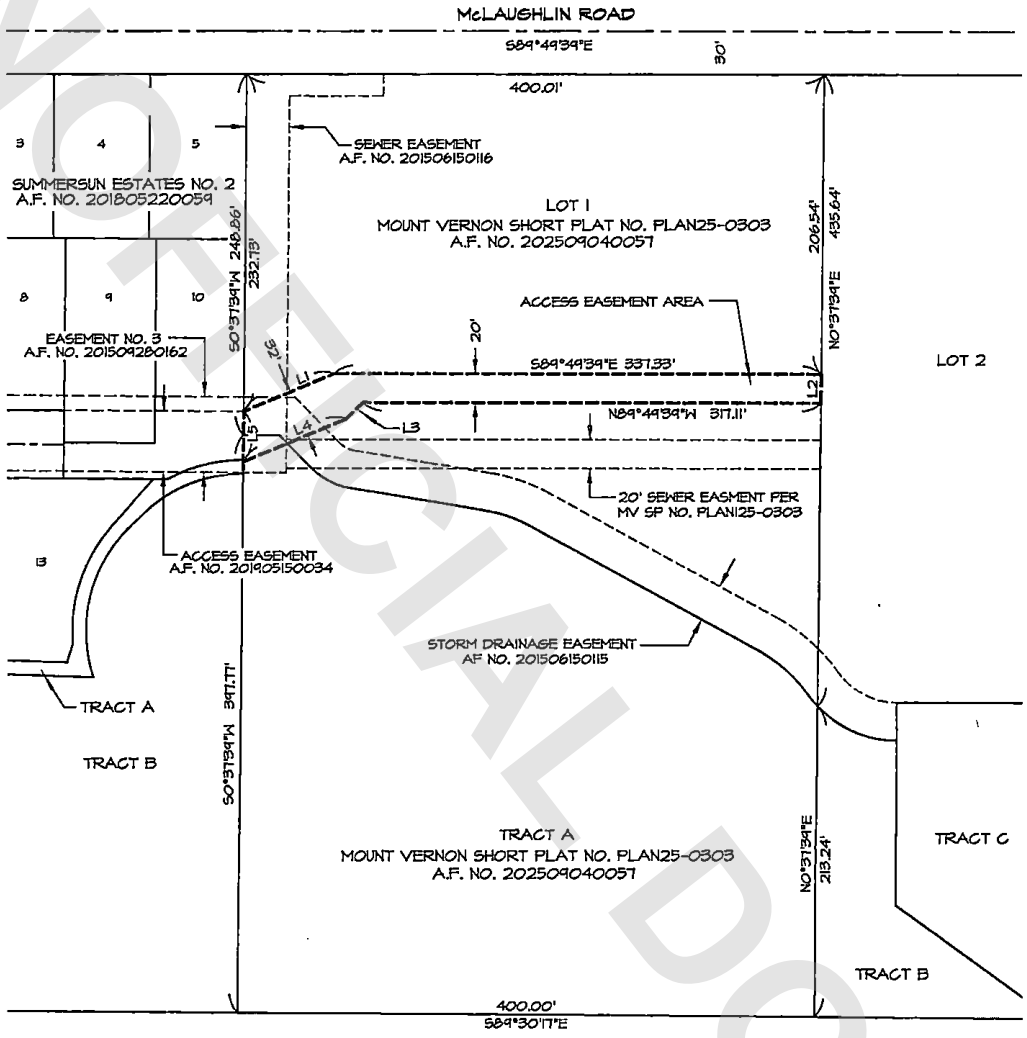
Containing 9,103 sq ft, 0.2 acres




10-20-25

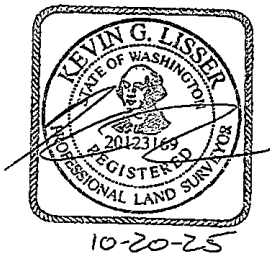
P:\Office\Legal\19-151 Easement Emergency Access 100625.doc

# EXHIBIT B




LINE TABLE

| NUM | BEARING | DISTANCE |
|---|---|---|
| L1 | N67°33'56"E | 68.13' |
| L2 | S0°31'39"W | 20.00' |
| L3 | S46°35'13"W | 16.28' |
| L4 | S67°33'56"W | 71.34' |
| L5 | N0°31'39"E | 34.78' |




10-20-25




0 50 100

SCALE: 1" = 100'
MERIDIAN: ASSUMED

## EASEMENT SKETCH
## IN A PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 15, T. 34 N., R. 4 E., W.M. SKAGIT COUNTY, WASHINGTON
## FOR: MCLAUGHLIN ROAD, LLC

LISSER & ASSOCIATES, PLLC
SURVEYING & LAND-USE CONSULTATION
MOUNT VERNON, WA 98273 360-419-7442

DATE: 10/20/25
DWG: 19-151 ESMT

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