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Skagit County Auditor

Return Address:
Terrance Randall Wilson
Wilson Law Group of Washington
P.O. Box 158
Kent, WA 98035
(206) 805-6238

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Starrow
DATE 8/28/2026

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): Access and Utilities Easement Reservation
Reference Number(s) of Document(s) Assigned or Released: 201904190032
Grantor(s): 1. Plats Plus, Inc. 2. Lake 16, LLC 3.
Grantee(s): 1. Plats Plus, Inc. 2. Lake 16, LLC 3.
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range): Lot 37, Lot 38, and Tract C of Cascade Highlands – Phase 1 and 3 – PL96-0058 (Auditor's File No. 201904190032) Additional legal is on page 2 of document.
Assessor's Property Tax Parcel/Account Number(s): ☐ Not yet assigned P134722, P134723, and P134726
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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ACCESS AND UTILITIES EASEMENT RESERVATION

This Access and Utilities Easement Reservation is made by Plats Plus, Inc., a Washington corporation, and Lake 16, LLC, a Washington limited liability company (collectively "**Developer**").

WHEREAS, Developer is the legal owner of that certain real property located in Skagit County, Washington, commonly known as Tax Parcel Nos. P134722, P134723, and P134726, legally described as follows (collectively the "**Property**"):

> Lot 37, Lot 38, and Tract C of Cascade Highlands – Phase 1 and 3 – PL96-0058, according to the plat thereof recorded under Auditor's File No. 201904190032, records of Skagit County, Washington;
> Situate in Skagit County, Washington.

AND WHEREAS, said plat of Cascade Highlands – Phase 1 and 3 – PL96-0058 created an access and utility easement located between said Lot 37 and Lot 38 for the benefit of the Property (the "**Existing Easement**") as shown on the graphical depiction attached hereto;

AND WHEREAS, Developer is currently developing said Tract C of the Property into Phase 2 of Cascade Highlands ("**Phase 2**");

AND WHEREAS, as part of said development of Phase 2, and as required by the permits and approvals issued by Skagit County for Phase 2, Developer wishes to expand the area of the Existing Easement;

NOW, THEREFORE, Developer does by these presents reserve forever unto the Property, including any future lots, parcels, units, or unit lots thereon, a perpetual non-exclusive easement for access and utilities over, through, across, and upon a portion of the Property, said portion being the area identified as the "**Additional Easement**" on the Exhibit A graphical depiction attached hereto and by this reference made a part hereof, together with the right for Developer and utility purveyors, without prior institution of suit or proceeding at law, from time to time as may be necessary or convenient, to enter upon, over, and along the combined Existing Easement and Additional Easement for the purposes established herein.

The combined Existing Easement and Additional Easement shall be for purposes of ingress, egress, and utilities to serve the Property, including storm drainage, water, sewer, power, natural gas, cable, and/or telecommunications, along with the right to construct, operate, inspect, repair, maintain, alter, modify, replace, remove, and/or update to present and future technological standards said utilities and/or the surface within the combined Existing Easement and Additional Easement.

All costs associated with operation, inspection, repair, maintenance, alteration, modification, replacement, removal, reconstruction, and/or updating of utility improvements or the surface within the combined Existing Easement and Additional Easement shall be equally shared by the owners of the Property that benefit therefrom.

Any party who accesses or utilizes the Existing Easement and/or the Additional Easement for the purposes stated herein shall restore the accessed area to a condition reasonably equivalent to its condition prior to entry. Any party who accesses the Existing Easement and/or the Additional Easement for the purposes stated herein shall exercise its best effort not to damage any private improvements within the easement areas and the Property, but if damage occurs, shall repair and/or replace said improvements at its sole expense.

No obstructions of any kind whatsoever shall be allowed within the Existing Easement or the Additional Easement that would impede the ingress and egress for the purposes herein defined.

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Any party who accesses or utilizes the Existing Easement and/or the Additional Easement for the purposes stated herein agrees to indemnify, defend, and hold Developer and its successors and assigns harmless from any and all liability associated with the party's, its licensees', or invitees' use, enjoyment, repair, or maintenance of the easement areas. This indemnification shall be without limitation.

In any suit or other proceeding brought regarding, arising out of, or pertaining to this Access and Utilities Easement Reservation, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses from the substantially non-prevailing party, in addition to any other relief, including costs of collection.

This Access and Utilities Easement Reservation shall be a covenant running with the land forever and shall be binding upon Developer and their respective successors and assigns, including the owners of any future lots, parcels, units, or unit lots within the Property. The Property shall be held, used, leased, sold, and/or conveyed subject to the terms of this Access and Utilities Easement Reservation.

It is intended that the rights and obligations created by this Access and Utilities Easement Reservation shall not be affected by merger of title and shall therefore not automatically terminate or be extinguished solely by reason of existing or future common ownership of the Property burdened by and benefited from the easement.

This Access and Utilities Easement Reservation shall be automatically extinguished and shall be of no further force or effect as to any portion of said Easement Area that is dedicated to Skagit County or its successor agency as public right-of-way.

Plats Plus, Inc.

Signature 11/14/25 Date

By Lisa Hallmon
Printed Name

Its Vice President
Title

Lake 16, LLC

Signature 11/14/25 Date

By Lisa Hallmon
Printed Name

Its Secretary
Title

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 14th day of November, 2025, I certify that I know or have satisfactory evidence that Lisa Hallmon is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Vice President of Plats Plus, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NATHAN KREITER
Commission Expires
03-15-2029
NOTARY
PUBLIC
License Number 191187
STATE OF WASHINGTON

Notary Public in and for the State of Washington

Nathan Kreiter
Printed Name

Residing at: King Co., WA

Appointment Expires: 3/15/29

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 14th day of November, 2025, I certify that I know or have satisfactory evidence that Lisa Hallmon is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Secretary of Lake 16, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

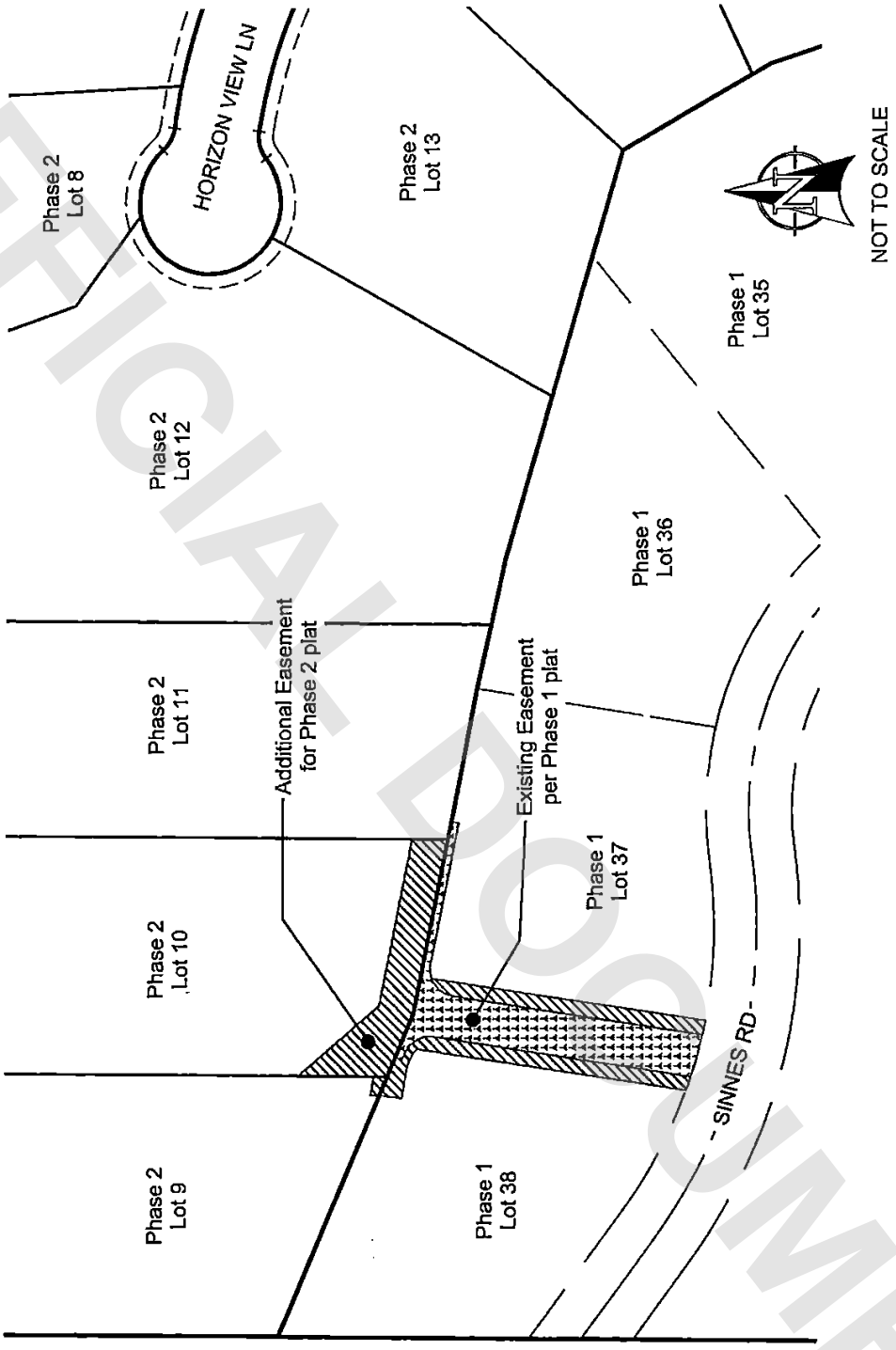
NATHAN KREITER
Commission Expires
03-15-2029
NOTARY
PUBLIC
License Number 191187
STATE OF WASHINGTON

Notary Public in and for the State of Washington
Nathan Kreiter
Printed Name
Residing at: King Co., WA
Appointment Expires: 3/15/29

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EXHIBIT A
PLAT OF CASCADE HIGHLANDS
ACCESS AND UTILITIES EASEMENT



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EXHIBIT "A"

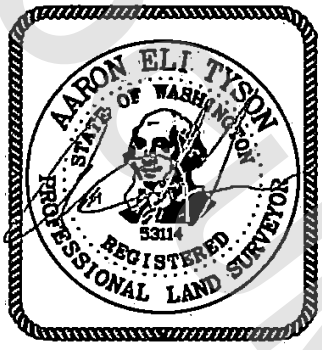
LEGAL DESCRIPTION

THOSE PORTIONS OF LOT 37, LOT 38, AND TRACT C OF THE PLAT OF CASCADE HIGHLANDS PHASE 1 AND 3 RECORDED UNDER AUDITORS FILE NO. 21904190032, RECORDS OF SKAGIT COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 37;
THENCE SOUTH 78°56'40" EAST ALONG THE NORTH LINE OF SAID LOT 37, A DISTANCE OF 123.61 FEET TO THE POINT OF BEGINNING.

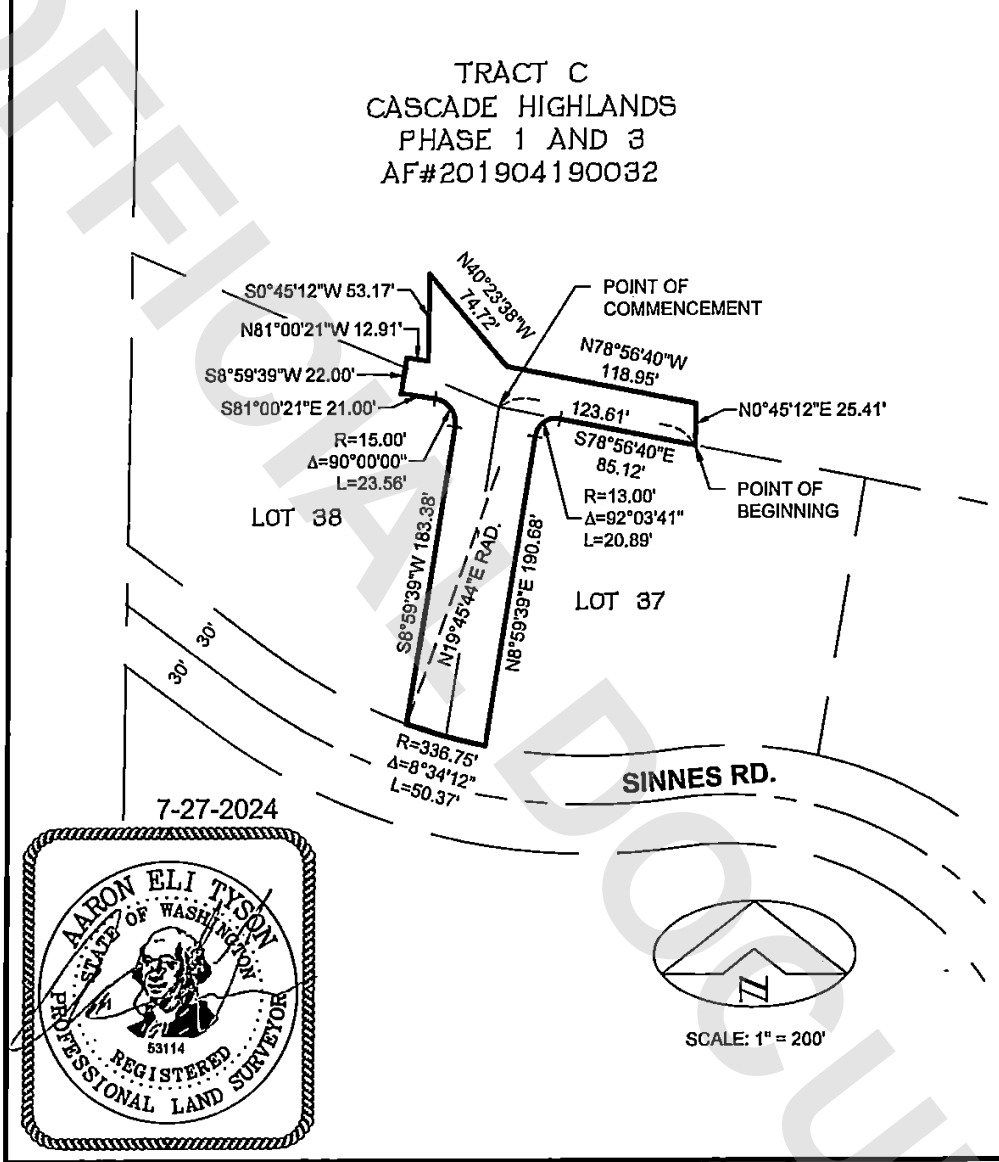
THENCE NORTH 00°45'12" EAST 25.41 FEET;
THENCE NORTH 78°56'40" WEST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 118.95 FEET;
THENCE NORTH 40°23'38" WEST 74.72 FEET;
THENCE SOUTH 00°45'12" WEST 53.17 FEET;
THENCE NORTH 81°00'21" WEST 12.91 FEET;
THENCE SOUTH 08°59'39" WEST 22.00 FEET;
THENCE SOUTH 81°00'21" EAST 21.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET;
THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 23.56 FEET, TO A LINE 25.00 FEET WESTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 37;
THENCE SOUTH 8°59'39" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 183.38 FEET TO THE NORTHERLY MARGIN OF SINNES ROAD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 336.75 FEET, FROM WHICH POINT A RADIAL LINE BEARS NORTH 19°45'44" EAST;
THENCE EASTERLY ALONG SAID NORTHERLY MARGIN AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°34'12" AND AN ARC DISTANCE OF 50.37 FEET TO A NON-TANGENT LINE THAT IS 25.00 FEET EASTERLY OF AND PARALLEL WITH SAID WEST LINE;
THENCE NORTH 8°59'39" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 190.68 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET;
THENCE NORTHERLY & EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°03'41" AND AN ARC DISTANCE OF 20.89 FEET TO THE NORTH LINE OF SAID LOT 37;
THENCE SOUTH 78°56'40" EAST ALONG SAID NORTH LINE, A DISTANCE OF 85.12 FEET TO THE POINT OF BEGINNING.

7-27-2024



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EASEMENT AREA CREATED BY PHASE 2 PLAT



7-27-2024

AARON ELI TYSON
STATE OF WASHINGTON
53114
REGISTERED
PROFESSIONAL LAND SURVEYOR

HARMSEN
2822 COLBY AVE.
SUITE 300
EVERETT, WA 98201
(360) 794-7811
(425) 252-1884
FAX: (360) 805-9732

SITE ADDRESSES
LOTS 37, 38, & TRACT C PLAT OF CASCADE HIGHLANDS PH. 1 & 3

PARCEL NUMBERS
P134726, P134723, P134722

06-26-2024

CBS

21-414