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Skagit County Auditor

Return Address:

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Belen Martin
DATE February 6, 2025

Document Title:

Reciprocal Road and Utility Access Easement

Reference Number (if applicable): _____

Grantor(s):

☐ additional grantor names on page ____.

- 1) Adam Mimnaugh
- 2) Jennifer Mimnaugh

Grantee(s):

☐ additional grantor names on page ____.

- 1) Herbert Mimnaugh
- 2) Heidi Mimnaugh

Abbreviated Legal Description:

☐ full legal on page(s) ____.

Lt 9, Plat of Channel View

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page ____.

P117201, P117202, P117203

RECIPROCAL ROAD AND UTILITIES ACCESS EASEMENT AND ROAD MAINTENANCE AGREEMENT

THIS RECIPROCAL ROAD AND UTILITIES ACCESS EASEMENT AND ROAD MAINTENANCE AGREEMENT (the "**EASEMENT**") is made and entered into on February , 2025, by and between Adam and Jennifer Mimnaugh and Herbert and Heidi Mimnaugh with reference to the following facts:

RECITALS

- A. Adam and Jennifer Mimnaugh are the fee simple owner of certain Real property situated in Skagit, Washington (Parcel No 117201) described in **Exhibit A** , attached hereto and made part hereof (the Mimnaugh Residence 1).
- B. Adam and Jennifer Mimnaugh are the fee simple owner of certain real property situated in Skagit, Washington (Parcel No 117202) and more particularly described in **Exhibit B**, attached hereto and made part hereof (the Mimnaugh Residence 2).
- C. Herbert and Heidi Mimnaugh are the fee simple owner of certain real property situated in Skagit, Washington (P117203) and more particularly described in **Exhibit C**, attached hereto and made part hereof (the Mimnaugh Shop Property)
- D. The Adam and Jennie Mimnaugh Residence 2 parcel (P117202) is adjacent to both Mimnaugh Residence 1 (P117201) and Mimnaugh Shop Property (P117203). All three are served by a common access road, indicated on **Exhibit D** (the access road). By this Easement, Adam and Jennie Mimnaugh and Herbert and Heidi Mimnaugh, for the benefit of persons occupying or otherwise using the Mimnaugh Parcels, desire to grant reciprocal easements to each other for use for the Access Road and maintenance and installation of utilities
- E. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Adam and Jennifer Mimnaugh and Herbert and Heidi Mimnaugh agree as follows:

EASEMENT

1. Reciprocal Easement. Adam and Jennie Mimnaugh and Herbert and Heidi Mimnaugh hereby grant, to each other, reciprocal easements over, in and through those parts of the Access Road that lie within the borders of the real property that each owns, being The Mimnaugh Residence 1, The Mimnaugh Residence 2, The Mimnaugh Shop Property, respectively, subject to the terms of this Easement.

2. Description. The easement granted in this Easement is an appurtenant, non-exclusive forty-foot wide access easement. The Easement granted is perpetual, and is for the use and benefit of the owners of the Mimnaugh parcels, and their guests, licensees and invitees.

3. Scope and Purpose. The Easement granted in this Easement is an easement for ingress and egress, utilities and drainage purposes only, including vehicular and pedestrian access. The easement does not allow for other improvements not related to ingress, egress utilities and drainage.

4. Reasonable Use. Any entrance upon or movement across the access road by any person whose rights arrive under the easement shall be conducted such that it does not damage the access road or any improvements there on or unreasonably interfere with the rights of free use and enjoyment of the access road or any improvement located thereon by any persons whose right arise under this easement or otherwise unreasonably increase the burden on the access road any person damaging the Access Road shall repair and or replace any damage they may cause to the Access Road or any improvement there on such that it meets the reasonable approval of the affected parcel. Any person found to be in violation of this paragraph shall be liable for any and all damages at law or in equity associated with or arising under such violation. In addition, no owner of any part of the access road shall make any use of the Access Road that shall unreasonably interfere with any persons free use and enjoyment of the Access Road under this easement.

5. Development of Access Road. The Access Road is developed as an unpaved, gravel road in the location depicted in Exhibit D

6. Term. This easement and the easement granted hereunder shall be deemed effective for all purposes as of the date first set forth above, and shall continue in perpetuity.

7. Maintenance and Repair. All reasonable expenses associated with the maintenance and repair of the Access Road lying within the easement area shall be shared equally (that is 1/3 each) among the identified owners and their successors or assigns.

Adam and Jennifer Mimnaugh as owner of Residence 1, and Herb and Heidi Mimnaugh as owner of The Mimnaugh Shop Property and their successor and assigns for these parcels, shall have the exclusive right and duty to maintain and repair the Access Road to a standard for similar Access Road in rural Skagit County, Washington. Adam and Jennifer Mimnaugh as owner of Mimnaugh Residence 2, (and their successor or assigns) grant a non-exclusive easement to Mimnaugh to perform such Maintenance and repairs. If the use of the parcels changes, or if improvements are made to the road that affect the cost and expenses associated with its maintenance or repair, the parties shall negotiate a reallocation of costs and expenses.

8. Severability of Provisions. In the event any portion of this Easement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Easement, and the remaining parts here for shall remain in full force and effect, as fully as though such invalid, illegal, or unenforceable portion has never been part of this agreement.

9. Governing Law and Interpretation. This easement shall be governed by an interpreted under and in accordance with the laws of the state of Washington without regard for any conflicts of laws provisions therof. This Easement shall be interpreted as though fully negotiated and drafted by all parties equally. In the event an ambiguity or question of intent or interpretation arises no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Easement

10. Entire Easement . This easement constitutes the entire easement between the parties relating to the above described easement, maintenance rights and duties, and cost allocations. Any prior agreements, promises, negotiations or representations relating to the above-described easement, but not expressly set forth in this Easement, are of no force and affect. Any amendment to this easement shall be of no force and effect unless it is in writing and signed by all parties here too.

11. Notices. Notices provided for in this easement shall be in writing and shall be deemed sufficiently given either when delivered personally at the appropriate address set forth below or 72 hours after deposit of same in any United States post office box to which the notice is addressed postage, prepaid, and addressed as set forth below

Notices to Adam and Jennifer Mimnaugh for Residence 1 (P117201)

5684 Paradise Lane
Anacortes, WA. 98221

Notices to Adam and Jennifer for Residence 2. (P117202)

5680 Paradise Lane
Anacortes, WA. 98221

Notices to Herbert and Heidi Mimnaugh for Shop Property (P117203)

5616 South Red Fir Lane
Spokane, WA. 99223

These addresses may be changed by giving notice of such change in the manner here and provided for giving notice. Unless and until such notice is received, the last address and addressee as stated by notice or as provided here in shall be deemed to continue in effect for all purposes hereunder.

12. **Binding nature of easement.** This Easement shall be binding on and shall inure the benefit of the heirs, executors administrators, successor, and assigns of the parties hereto.

Exhibit A

**Legal description for Adam and Jennifer Mimnaugh
Residence 1 Parcel**

Parcel Number 117201

Lot 9, Plat of Channel View as per plat recorded on September 19, 2000, under auditors file number 200009190049, records of Skagit County, Washington.

Exhibit B

**Legal description for Adam and Jennifer Mimnaugh
Residence 2 Parcel**

Parcel Number 117202

Lot 10, Plat of Channel View as per Plat recorded on September 19, 2000 under auditors file number 200009190049, records of Skagit County, Washington

Exhibit C
Legal description of Herbert and Heidi Mimnaugh Parcel
(The Mimnaugh Shop)

Parcel Number 117203

Lot 11, Plat of Channel View as per Plat recorded on September 19, 2000 under auditors file number 200009190049, records of Skagit County, Washington

EXHIBIT D (reference map)

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Easement and Road Maintenance Agreement as of the date first set for above.

Adam Mimnaugh
Adam Mimnaugh

Jennifer Mimnaugh
Jennifer Mimnaugh

STATE OF WASHINGTON)

:SS

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Adam Mimnaugh is the person who appeared before me and said person acknowledged that he signed this instrument, and acknowledged it as his free and voluntary act for the use and purpose mentioned in the instrument.

NOTARY PUBLIC
STATE OF WASHINGTON
CANDI NEWCOMBE
License Number 47549
My Commission Expires 08-01-2025

DATED: February 6, 2025

Candi Newcombe

Notary Public for the State of

Washington

My commission expires: 8/1/25

Washington

STATE OF WASHINGTON)

:SS

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Jennifer Mimnaugh is the person who appeared before me and said person acknowledged that she signed this instrument, and acknowledged it as her free and voluntary act for the use and purpose mentioned in the instrument.

NOTARY PUBLIC
STATE OF WASHINGTON
CANDI NEWCOMBE
License Number 47549
My Commission Expires 08-01-2025

DATED: February 6, 2025

Candi Newcombe

Notary Public for the State of

Washington

My commission expires: 8/1/25

Washington

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Easement and Road Maintenance Agreement as of the date first set for above.

ROAD ACCESS AND UTILITY MAINTENANCE AGREEMENT

Herbert Mimnaugh
 Herbert Mimnaugh

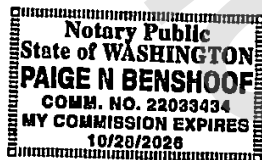
Heidi Mimnaugh
 Heidi Mimnaugh

STATE OF WASHINGTON)

:SS

COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that Herbert Mimnaugh is the person who appeared before me and said person acknowledged that he signed this instrument, and acknowledged it as his free and voluntary act for the use and purpose mentioned in the instrument.



DATED: February 3rd, 2025

Paige N Benshoof

Notary Public for the State of

Washington

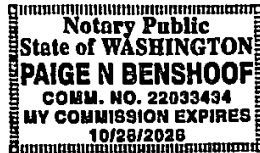
My commission expires: 10/28/2026

STATE OF WASHINGTON)

:SS

COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that Heidi Mimnaugh is the person who appeared before me and said person acknowledged that he signed this instrument, and acknowledged it as her free and voluntary act for the use and purpose mentioned in the instrument.



DATED: February 3rd, 2025

Paige N Benshoof

Notary Public for the State of

Washington

My commission expires: 10/28/2026