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Skagit County Auditor

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <u>Kristen Cavanaugh</u>
DATE <u>3/17/2025</u>

Document: Access Easement  
Grantor: Brickyard Park, LLC, a Washington limited liability company  
Grantee: Robert Morrison and Sharon Morrison, a married couple  
Abbrev. Legal: Lots 26 & 27 Brickyard Park PUD  
Parcel Nos: P136714; P136715

### ACCESS EASEMENT

THIS ACCESS EASEMENT ("**Easement**") is made and entered into on the date all parties have affixed their signature below, by and between Brickyard Park, LLC, a Washington limited liability company (hereinafter "**Grantor**") and Robert Morrison and Sharon Morrison, a married couple (hereinafter "**Grantee**"), collectively referred to as the "**Parties**."

### RECITALS

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

LOT 26, BRICKYARD PARK, PUD PHASE 2, RECORDED UNDER AF#202210100047, LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.

("Burdened Property").

B. Grantee is owner of certain real property located in Skagit County, Washington, legally described as follows:

LOT 27, BRICKYARD PARK, PUD PHASE 2, RECORDED UNDER AF#202210100047, LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.

("Benefitted Property")

C. Burdened Property and Benefitted Property are adjacent to one another. The Grantee is in need of additional area for vehicular ingress and egress.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants, declares, conveys and reserves a perpetual, non-exclusive access easement over and across a portion of the Burdened Property legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B" ("**Easement Area**").

2. Scope of Easement. This Easement shall be for the purpose of vehicular and pedestrian ingress and egress for the benefit of the Benefitted Property.

3. Improvements and Maintenance. Grantee shall be solely responsible for all maintenance within the Easement Area. Grantee may, but has no obligation, to improve the Access Easement

Easement Area. Provided, however, that no improvement within the Easement Area shall impede Grantor's access to the Burdened Property.

4. Miscellaneous.

5.1 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.

5.2 Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions in this Easement or to protect its interest in any manner arising under this Easement, or to recover damages for any breach under this Easement, the breaching party agrees to pay the non-breaching party its reasonable costs, damages, and expenses, including attorneys' fees incurred.

5.3 Severability. If one or more of the provisions of this Easement, or its application, is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application shall in no way be affected or impaired.

5.4 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.


5.5 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.

5.6 No Termination Upon Breach. No breach of this Easement shall entitle either Party to cancel, rescind or otherwise terminate this Easement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which such party may have hereunder by reason of any breach of this Easement.

5.7 Counterparts. This Easement may be executed simultaneously or in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Easement of the date set forth below.

*/// Signature pages follow ///*

  
TIM WOODMANSEE, Manager

Date \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

On this 14th day of MARCH, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Tim Woodmansee personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Authorized Agent of Brickyard Park, LLC, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal this 14th day of MARCH, 2025.



PRINTED NAME: JACLYN PANDERS

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

My Commission Expires: 10/27/25

GRANTEE:

Robert Morrison  
ROBERT MORRISON

3/14/25  
Date

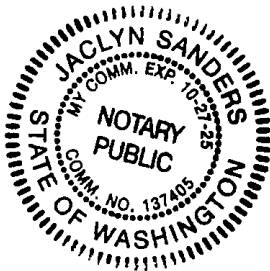
Sharon Morrison  
SHARON MORRISON

3-14-25  
Date

STATE OF WASHINGTON )  
: ss.  
COUNTY OF Skagit )

On this 14th day of March, 2025, before me personally appeared Robert Morrison and Sharon Morrison, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as 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 first above written.



Jaclyn Sanders

PRINTED NAME: JACLYN SANDERS

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

My commission expires: 10/27/25

## EXHIBIT A

## LOT 27 ACCESS EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST OF WILLAMETTE MERIDIAN, AND ALSO BEING A PORTION OF LOT 26 OF BRICKYARD PARK P.U.D., PHASE 2, AFN 202210100047, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 26, THENCE SOUTH  $0^{\circ}01'18''$  EAST ALONG THE COMMON BOUNDARY BETWEEN LOT 26 AND LOT 27 A DISTANCE OF 17.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH  $89^{\circ}58'42''$  WEST 10.00 FEET; THENCE SOUTH  $0^{\circ}01'18''$  EAST TO THE NORTH END OF AN EXISTING INGRESS AND EGRESS EASEMENT AS SHOWN ON SAID P.U.D. A DISTANCE OF 25.00 FEET; THENCE ALONG SAID EASEMENT NORTH  $89^{\circ}58'42''$  EAST TO THE WEST LINE OF SAID LOT 27 A DISTANCE OF 10.00 FEET; THENCE ALONG SAID COMMON LINE BETWEEN LOT 26 AND LOT 27 NORTH  $0^{\circ}01'18''$  WEST 25.00 FEET AND THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF SEDRO-WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON



