

**Return Address:**  
Padriac G. Molloy  
McDonald's Corporation  
110 N. Carpenter St.  
Chicago, IL 60607-2101

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 09/19/2025

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

<b>Document Title:</b> Easement Agreement
<b>Reference Number(s) of Documents assigned or released:</b> N/A
<b>Grantor:</b> PMS-2, LLC, a Washington limited liability company
<b>Grantee:</b> McDonald's Corporation, a Delaware corporation
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range) Parcels A and B, Gateway BSP, No. 200305190183, in SE, 23-35-4E, W.M.  Additional legal is on pages 11 and 12 of document.
<b>Assessor's Property Tax Parcels/Account Numbers:</b> P120416 / 8044-000-001-0000; P120417 / 8044-000-002-0000
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.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Requesting Party Signature of

City, State: Sedro Woolley WA  
Address: 1017 Hodgkin Street  
L/C: 046-0702/0831  
File # 41977

Prepared by and  
After Recorded, return to: Padraic G. Molloy  
McDonald's Corporation  
110 N Carpenter St  
Chicago IL 60607-2101

### EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is dated September 19, 2025 between **PMS-2, LLC**, a Washington limited liability company ("**Grantor**") and **McDONALD'S CORPORATION**, a Delaware corporation ("**Grantee**"). The following statements are a material part of this Agreement:

A. Grantee is the owner of the real property and improvements thereon commonly known as 1017 Hodgkin Street, Sedro-Woolley, Washington 98284 and as further described on Exhibit A attached hereto ("Grantee's Property").

B. Grantor is the owner of the real property and improvements thereon commonly known as 1015 Hodgkin Street, Sedro-Woolley, Washington 98284 and as further described on Exhibit B attached hereto ("Grantor's Property").

C. Grantor wishes to grant, and Grantee wishes to receive certain easements over, under and across Grantor's Property.

Therefore, in consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which are acknowledged, and the above recitals which are incorporated by reference, the following grants, agreements, covenants and restrictions are made:

#### 1. EASEMENTS

##### A. INGRESS AND EGRESS EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement, appurtenant to Grantee's Property, for vehicular and pedestrian ingress and egress to and from Grantee's Property over, upon and across the driveways, access ways, entrances and exits on Grantor's Property as presently existing and shown on the site plan attached Exhibit C and as may, from time to time, be developed, altered or modified by Grantor.

##### B. PARKING EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement, appurtenant to Grantee's Property, for the purpose of vehicular parking over and upon

the parking areas on Grantor's Property as presently existing and shown on the attached Exhibit C, as such parking areas may, from time to time, be developed, altered or modified by Grantor.

#### C. STORM SEWER AND DRAINAGE EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement and license to tap into and use the storm sewer lines and related facilities located on Grantor's Property for the purpose of surface draining any and all surface water runoff from Grantee's Property and improvements as currently constructed and any replacements or modifications thereto that do not materially increase the volume, rate, or nature of such runoff. In lieu of tapping into the storm sewer lines, Grantee may, at its option, surface drain its surface water runoff onto Grantor's Property. Grantor grants Grantee, its successors and assigns, the irrevocable right to use, coupled with its easement, the storm sewer lines and related facilities as presently configured. Grantor covenants not to reconfigure the storm sewer lines and related facilities on Grantor's Property in such a way as to materially decrease the ability to accommodate the volume, rate or nature of runoff from Grantee's Property. Grantor covenants to maintain the storm sewer lines and related facilities located on Grantor's Property in good condition and repair.

#### D. UTILITIES

Grantor grants and conveys to Grantee perpetual, non-exclusive easements, appurtenant to Grantee's Property, for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities reasonably necessary to serve Grantee's Property, subject to applicable laws and regulations, over, above, along, under, in, and across Grantor's Property as currently configured or in other locations reasonably designated or approved in writing by Grantor. No trees, permanent buildings, or other structures will be placed in or allowed to encroach upon the utility easement areas, and no material change of grade elevation or excavation will be made upon the utility easement areas without Grantee's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor grants Grantee, its successors and assigns, the right to use, coupled with its easement, the utility lines and related facilities. Grantee shall, subject to Grantor's reasonable approval and at Grantee's sole cost and expense, install, operate, maintain, repair, replace, and renew any utility lines and related facilities exclusively serving Grantee's Property in the same location as presently located, and shall promptly repair and restore any damage to Grantor's Property. Grantor and Grantee shall share equally in the cost of maintaining, repairing and replacing any shared utility lines and related facilities located on Grantor's Property.

#### E. SIGN EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement appurtenant to Grantee's Property, together with access over Grantor's Property, for the

purpose of installing, operating, maintaining, repairing, replacing and renewing monument and directional signs, subject to Grantor's reasonable prior approval as to location, size, color and design, and related utilities and facilities over, above, along, under, in and across the Grantor Property to serve such monument and directional signs. Notwithstanding the foregoing, Grantor shall not have approval rights over the color and design of McDonald's branded signage.

## 2. USE OF EASEMENT AREAS

Grantee will have the right of ingress and egress across Grantor's Property for such purposes and such ingress and egress shall be exercised in a reasonable manner not to materially interfere with Grantor's use of Grantor's Property. Where Grantee's facilities have been installed in accordance with the terms of this Agreement, no trees, permanent buildings or other permanent structures will be placed in or allowed to encroach upon the easements, and no material change of grade elevation or any excavation will be performed without prior written approval of Grantee, which approval will not be unreasonably withheld, conditioned or delayed. However, the easement areas may be used for landscaping or any other purposes that do not then or later interfere with the granted easement uses.

## 3. MAINTENANCE

A. Notwithstanding any other provision herein and subject to damage caused by ordinary wear and tear, Grantee shall, at its sole cost and expense, repair any damage to Grantor's Property caused by Grantee and/or, its contractors, tenants, employees, or agents.

B. Except as otherwise specifically provided in this Agreement, Grantor covenants and agrees, to maintain in good condition and repair, or cause to be maintained and kept in repair, the parking, driveways and other easement areas, utilities, and facilities situated on Grantor's Property (collectively, the "Easement Areas"), to the extent such maintenance is reasonably necessary for Grantee's use of its easement rights. The obligation of Grantor to maintain, repair, and keep in repair the Easement Areas will include the following:

i. Maintaining the surfaces at such grades and levels that they may be used and enjoyed by the occupants of Grantee's Property as contiguous and homogeneous areas and maintaining the surfaces in a level, smooth, and evenly covered condition with the type of surfacing material originally installed or of similar quality, use, and durability; provided, however, that Grantor shall not be obligated to upgrade or improve the surfaces beyond their current condition as originally constructed, ordinary wear and tear excepted.

- ii. Removing all papers, debris, snow, ice, filth, and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean, and orderly condition;
- iii. Placing, keeping in repair, and replacing any necessary appropriate directional signs, striping markers, and lines; and operating, keeping in repair, and replacing, when necessary, artificial lighting facilities as reasonably required for the operation of Grantor's Property and Grantee's exercise of its easements;
- iv. Maintaining any perimeter walls, retaining walls, and fences, if any, in good condition and state of repair;
- v. Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as necessary, and keeping these areas adequately weeded, fertilized, and watered, all consistent with the standards generally maintained by comparable properties in the area; and
- vi. Maintaining the utility lines and all related facilities in good condition and repair.

#### 4. INDEMNIFICATION

Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, and such other party's members, partners, shareholders, officers, directors, employees, agents, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to the Indemnifying Party's breach of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties.

#### 5. WARRANTIES OF TITLE

Grantor warrants that Grantor has good and indefeasible fee simple title to Grantor's Property; that Grantor has the full right and lawful authority to grant these easements, and that Grantor will defend and indemnify Grantee against all lawful claims, and that Grantee will and may peaceably have, hold and enjoy the easements.

#### 6. RUNNING OF BENEFITS

All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

## 7. COMPLIANCE WITH LAWS AND REGULATIONS

Grantor and Grantee covenant and agree, with respect to Grantor's Property and Grantee's Property, respectively, to comply with all laws, rules, regulations and requirements of all public authorities, including without limitation, the Americans with Disabilities Act, money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect.

## 8. DEFAULT

If there is a failure by either party to perform, fulfill or observe any agreement contained within this Agreement, to be performed, fulfilled or observed by it (a "Default"), continuing for 30 days (or, if the Default cannot reasonably be cured within such 30-day period, and the defaulting party fails to commence to cure the Default within such period and diligently prosecute such cure to completion), or immediately in situations involving potential danger to the health or safety of persons in, on, or about, or substantial deterioration of Grantee's Property or Grantor's Property, in each case after written notice, the other party may, at its election, cure such Default on behalf of the defaulting party. Any reasonable amount which the party so electing expends for such purpose including, but not limited to, reasonable attorneys' fees (including charges for in-house attorneys), will be paid to the party to whom due within thirty (30) days of delivery of its undisputed invoice, together with interest if not paid within such thirty (30) day period at the lower of: (1) the rate of 10% per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date when it becomes due to the date of payment in full. If the billing party is not paid within such thirty 30 day period, then the billing party, at the billing party's sole option, may have a lien for unpaid costs placed upon the title to the property of the other party by the billing party recording a lien claim and notice. The provisions of this paragraph will be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

## 9. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant will be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

## 10. NOTICE

Grantor's address is 5505 West Chandler Boulevard, Suite 1, Chandler, AZ 85226 and Grantee's address is 110 N Carpenter St, Chicago IL 60607-2101, Attention: Director, U.S. Legal Department, L/C: 046-0702. Any party may lodge written notice of a change of address. All notices will be sent by reputable overnight courier with written confirmation

of delivery or by certified mail, return receipt requested, to the addresses provided for in this paragraph and will be deemed given when deposited with such courier or three (3) days after when placed in the mail, as applicable.

#### 11. ANTI-CORRUPTION AND SANCTIONS

Each party represents and warrants that it, its subsidiaries, directors, and officers, and, to the knowledge of such party, its employees, agents, affiliates, and representatives have not violated, and will not violate, in connection with this Agreement or any prior agreement between the parties:

- (i) Any anti-corruption, anti-bribery, anti-kickback or anti-money laundering laws or regulations, including but not limited to the U.S. Foreign Corrupt Practices Act; and
- (ii) Any economic or financial sanctions or trade embargoes imposed, administered, or enforced from time to time by the United States, or any other governing authority with jurisdiction over the parties or activities undertaken hereunder (together, the "Sanctions Authorities").

Each party represents that neither it, nor its subsidiaries, directors and officers, and, to the knowledge of such party, its employees, agents, affiliates, and representatives have offered or shall offer, promise, make or authorize any payment or transfer of money, gift of anything of value, either directly or indirectly, in connection with transactions under this Agreement or any other transactions between the parties, to any Government Official, or to any person or entity while knowing that any portion of those payments or transfers shall be passed to a Government Official, if such offer, promise, payment or transfer would violate any applicable laws. Each party further agrees not to make any facilitating payments in connection with this Agreement or any other transaction between the parties.

Each party further represents that neither it, nor its subsidiaries, directors, and officers, and, to the knowledge of such party, its employees, agents, and affiliates, is identified on any list of sanctions or export control restricted parties maintained by the Sanctions Authorities.

The term "Government Official" as used above refers to an officer, employee, agent or representative of any governmental authority, including a department or agency of any government or a government-owned or controlled entity, a candidate for political office, a political party, any official of a political party, any state-owned enterprise, social or public organization, or any member of a Government Official's immediate family. Examples of Government Officials include elected and other government officials, police officers, persons responsible for issuing official permits or licenses, health inspectors, labor/employment authorities, and employees of companies or entities owned by the

government such as oil companies, the news media, transportation entities, hospitals, schools and universities.

If a party violates any representations or warranties described above, all remedies will be available to the non-violating party, including but not limited to damages and the right to terminate this Agreement.

#### 12. WAIVER OF TRIAL BY JURY

To the extent allowed under applicable law, Grantor and Grantee agree to waive any right to have a trial by jury with respect to any lawsuit based on, or arising under this Agreement or any course of conduct, course of dealing, statements or actions of Grantor and Grantee in connection with this Agreement.

#### 13. AUTHORITY TO SIGN

No employee or agent of Grantee (other than an authorized signatory) has authority to make any warranty, representation, agreement or undertaking. All negotiations, considerations, representations and understandings between the parties are incorporated in this document and may be modified or altered only by agreement in writing between the parties, and no act or omission of any employee or agent of the parties, if any, will alter, change or modify any of the provisions of this Agreement. The parties executing this Agreement on behalf of Grantor and Grantee represent that they have authority and power to sign this Agreement on behalf of Grantor and Grantee.

#### 14. INVALIDITY

If any term or provision of this Agreement or the application to any person or circumstance, to any extent, is or becomes invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, will not be affected.

#### 15. TERMINATION OF LIABILITY

Whenever a transfer of ownership of either Grantor's Property or Grantee's Property takes place, the transferor will not be liable for a breach of this Agreement occurring after a transfer.

#### 16. COUNTERPART

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17. EXHIBITS

This Agreement includes the following Exhibits, which will take precedence over conflicting provisions (if any) of this Agreement, and are made an integral part of this Agreement and fully incorporated by reference:

- Exhibit A (Legal Description of Grantee's Property)
- Exhibit B (Legal Description of Grantor's Property)
- Exhibit C (Site Plan)

[Signature Page Follows]





**EXHIBIT A**

**LEGAL DESCRIPTION OF GRANTEE'S PROPERTY**

Parcel A:

Lot A, GATEWAY BINDING SITE PLAN, as approved April 7, 2003, and recorded May 19, 2003, under Auditor's File No. 200305190183, records of Skagit County, Washington, being a portion of Section 23, Township 35 North, Range 4 East, of the Willamette Meridian.

Situated in Skagit County, Washington.

**EXHIBIT B**

**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

Parcel B:

Lot B, GATEWAY BINDING SITE PLAN, as approved April 7, 2003, and recorded May 19, 2003, under Auditor's File No. 200305190183, records of Skagit County, Washington, being a portion of Section 23, Township 35 North, Range 4 East, of the Willamette Meridian.

Situated in Skagit County, Washington.