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Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2025 4097  
DEC 22 2025

Amount Paid \$ 149.419  
Skagit Co. Treasurer  
By Deputy

Document: Access Easement  
Grantor: BS 80 LLC, a Washington limited liability company  
Grantee: Robert Kilcup and Megan Kilcup, a married couple  
Legal Description: Ptn NE ¼ of Sec. 23, T36N, R3E  
Parcel#: P135292; P135296  
Reference Docs: AF#202010280212; AF#202010280216

**ACCESS EASEMENT**

THIS ACCESS EASEMENT (hereinafter the "Easement") is made and entered into this 3rd day of December 2024, by and between BS 80, L.L.C., a Washington limited liability company, herein the "Grantor", and Robert Kilcup and Megan Kilcup, a married couple, herein the "Grantee".

**RECITALS:**

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

LOT 11, PLAT OF SAMISH HEIGHTS, AS PER PLAT THEREOF RECORDED OCTOBER 28, 2020, UNDER AUDITOR'S FILE NO. 202010280212, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

(the "Burdened Property").

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

LOT 7, PLAT OF SAMISH HEIGHTS, AS PER PLAT THEREOF RECORDED OCTOBER 28, 2020, UNDER AUDITOR'S FILE NO. 202010280212, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

(the "Benefitted Property").

C. The Benefitted Property and Burdened Property are adjacent to one another. The Burdened Property is encumbered by a Natural Resources Land Easement recorded at Skagit County Auditor File No. 202010280216 ("NRLE"). The Grantor intends to periodically log and clear the Burdened Property pursuant to the terms of the NRLE.

D. A driveway exists on a portion of the Burdened Property that can be used to access the Benefitted Property ("Driveway"). The Driveway is located within a 30' by 50' section of the Burdened Property when measured from the Northwest corner of the Benefitted Property.

E. Grantee is in the process of developing the Benefitted Property and desires to use the Driveway for access.

F. Since the Driveway currently exists and is in compliance with the NRLE, there will be no "impacts" that are detrimental to the Productivity of the soils as set forth in section 8.8 of the NRLE.

G. By this Declaration, Grantor intends to grant, declare, reserve and convey a non-exclusive easement over a portion of the Burdened Property for the benefit of the Benefitted Property for the purpose of ingress and egress.

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, reserves and conveys as follows:

1. Scope of Easement. The Grantor hereby grants, declares, reserves and conveys a non-exclusive easement over, across, under and through a portion of the Burdened Property legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B" ("**Easement Area**"). The Easement is for the benefit of the Benefitted Property and shall be for the purpose of pedestrian and vehicular ingress and egress.

2. Use. The Grantee shall maintain the existing Easement Area in a neat, clean, and orderly condition and to use the Easement Area in a manner as to not damage the same. This easement is non-exclusive and the Burdened Property owner is entitled to, and will use, the Easement Area for the purpose of logging and clearing the remainder of the Burdened Property.

3. No Structures. No structures of any kind shall be constructed within the Easement Area. This includes but is not limited to, buildings, sheds, kennels, fencing, or the like.

4. Maintenance. The Grantee shall be responsible for the costs of maintenance of the Easement Area. In the event either party damages the existing or subsequent improvements or utilities in the Easement Area, the cost of repairing such damage shall be borne by the person causing the damage. The minimum standard to which the Easement Area shall be maintained shall be the condition as of the recording of this Easement. If either owner believes maintenance of the

Easement Area is required, that party shall provide written notice to the other owner identifying the repairs believed to be necessary, with a bid or estimate of the costs for such repairs. Any objection to such maintenance or to the costs thereof, must be delivered in writing within ten (10) days of the receipt of the notice originally given. Repairs shall commence no less than fourteen (14) days after the date of the initial notice herein. If there are no timely objections, the other owner shall be obligated to pay their portion of the costs of the repairs. Such obligation shall constitute a personal obligation on the owner(s) of the lot(s), as well as a lien against the lots, as of the date due, and such lien may be foreclosed by the other lot owner in the same form and manner or procedure as a foreclosure of real estate lien under the laws of the State of Washington. Each party obligated to pay herein agrees and recognized that the expenses of title examination, costs of attorney, court costs and interest at the rate of 12% per annum, shall be included with the amount of any delinquent assessment in the judgment of foreclosure of such lien.

5. Notices. Any notice required or permitted to be delivered under this Easement shall be in writing and shall be validly given and made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing to the lot. If such notice is personally delivered, it shall be deemed given and received at the time of such delivery. If such notice is delivered by Federal Express, or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit with such delivery service. All notices shall be sent to the lot of the owner unless an updated address has been given, in writing, to the other owner.

6. Binding Effect. In all respects, the provisions of this Easement shall be construed and interpreted as covenants which run with and are appurtenant to the land of the parties above described, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

7. Litigation Costs. In any arbitration, lawsuit, or any other proceeding arising out of or relating to this Easement, the prevailing party or parties shall be entitled to all litigation expenses and costs, including (but not limited to) reasonable attorney's fees, expert witness fees, deposition and other discovery costs, and the arbitrator's fee.

8. No Waiver. Failure to enforce any provision of this document shall not operate as a waiver of any such provision.

9. Severability. Invalidation of any of the provisions of this Easement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

-----Signature Page Follows-----



**EXHIBIT "A"****LEGAL DESCRIPTION TO EASEMENT AREA**

AN EASEMENT OVER, UNDER AND ACROSS A PORTION OF LOT 11, PLAT OF SAMISH HEIGHTS, AS PER PLAT THEREOF RECORDED OCTOBER 28, 2020, UNDER AUDITOR'S FILE No. 202010280212, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, SAID PLAT OF SAMISH HEIGHTS; THENCE THE FOLLOWING FOUR (4) COURSES:

1. NORTH 89°48'55" EAST ALONG THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 50.00 FEET;
2. NORTH 00°11'05" WEST A DISTANCE OF 30.00 FEET;
3. SOUTH 89°48'55" WEST A DISTANCE OF 26.66 FEET TO A POINT OF A CURVE TO THE LEFT;
4. ALONG SAID CURVE HAVING A RADIAL BEARING OF SOUTH 46°42'17" EAST WITH A RADIUS OF 195.00 FEET THROUGH A CENTRAL ANGLE OF 11°11'12" FOR AN ARC LENGTH OF 38.07 FEET TO THE POINT OF BEGINNING.

AS DEPICTED ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

