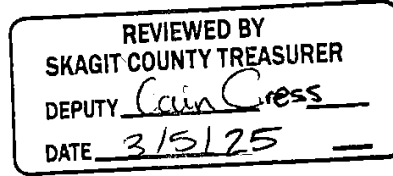


FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Long Blackburn LLC
2520 Cedardale Road
Mount Vernon, WA 98274

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03/05/2025 03:36 PM Pages: 1 of 6 Fees: \$612.00
Skagit County Auditor



**SECOND AMENDMENT TO ROAD EASEMENT
AND MAINTENANCE AGREEMENT**

Reference No: 200709100133, 202110010037, 202111180016

GRANTORS: **LTK PROPERTIES, LLC,**
a Washington limited liability company; and
LONG BLACKBURN LLC,
a Washington limited liability company

GRANTEES: **LTK PROPERTIES, LLC,** a Washington limited liability
company;
LONG BLACKBURN LLC, a Washington limited
liability company

Abbreviated Legals: Lots 2, 3, 4, 6, and 7, Mount Vernon Binding Site Plan
LU05-061

Additional Legals on page(s): 2

Assessor's Tax Parcel Nos.: P126615, P126616, P126617,
P126619, P126620

This SECOND AMENDMENT TO ROAD EASEMENT AND MAINTENANCE AGREEMENT
("Agreement") are made this 5th day of March, 2025, by and

between LTK PROPERTIES, LLC, a Washington limited liability company (hereinafter "LTK") and LONG BLACKBURN LLC, a Washington limited liability company (hereinafter, "LONG").

RECITALS

- A) LTK is the owner of Skagit County Tax Parcel No. P126617 (the "LTK Parcel"), legally described as follows:

Lot 4 of South Mount Vernon Business Park BSP, recorded under Skagit County Auditor's File No. 200709100133.

Situate in Skagit County, Washington.

- B) LONG is the owner of Skagit County Tax Parcel Nos. P126615, P126616, P126619, and P126620, (collectively the "Long Parcel") legally described as follows:

Lots 2, 3, 6, and 7 of South Mount Vernon Business Park BSP, recorded under Skagit County Auditor's File No. 200709100133.

Situate in Skagit County, Washington.

- C) Lots 2, 3, 4, 6, and 7 are adjacent properties located within the South Mount Vernon Business Park Binding Site Plan recorded at Skagit County Auditor's File No. 200709100133 ("SMVBSP"). The Road Easement and Maintenance Agreement recorded under Skagit County Auditor's File No. 202110010037 provided for rights and obligations with respect to Lots 3 and 4. The Shared Access and Utility Easement for Lots 3 and 4 that was created on the face of SMVBSP was later amended by that certain Amendment to Easement recorded under Skagit County Auditor's File No. 202111180016, which terminated the shared access between Lots 3 and 4 and clarified that access between Lots 3 and 4 was now governed by the Road Easement and Maintenance Agreement recorded under Skagit County Auditor's File No. 202110010037. In addition, the Shared Utility easement created on the face of SMVBSP was reduced in width.
- D) The Road Easement and Maintenance Agreement recorded under Skagit County Auditor's File No. 202110010037 also established a non-exclusive perpetual easement to construct and maintain stormwater facilities over the northwest corner of Lot 4 for the purpose of collecting the drainage from the roadway within the Road Easement and Maintenance Agreement.
- E) LONG is in the process of completing a boundary line adjustment in which Lots 2, 3, 6 and 7 will be consolidated into a single lot. LONG and LTK execute this Second Amendment to Road Easement and Maintenance Agreement, Stormwater Easement and Shared Utility Easement for the purpose of expanding the scope of the Agreement to include Lots 2, 6 and 7.
- F) LONG and LTK wish to clarify maintenance obligations for utilities located within the Shared Access and Utility Easement of the SMVBSP.

NOW THEREFORE, the parties hereto agree as follows:

Section 1.1. of the Road Easement and Maintenance Agreement is hereby deleted and the following inserted in its place:

1.1 LTK Road Easement. LTK, as owner of the LTK Parcel (Lot 4), hereby grants and conveys to LONG, as owner of the Long Parcel (Lots 2, 3, 6 and 7), a 20-foot wide non-exclusive, perpetual easement for ingress, egress, and utilities over and across the westerly 20 feet of the LTK Parcel (Lot 4).

Section 1.2. of the Road Easement and Maintenance Agreement is hereby deleted and the following inserted in its place:

1.2 LONG Road Easement. LONG, as owner of the Long Parcel (Lots 2, 3, 6 and 7), hereby grants and conveys to LTK, as owner of the LTK Parcel (Lot 4), a 20-foot wide non-exclusive, perpetual easement for ingress, egress, and utilities over and across the easterly 20 feet of Lot 3.

Section 3 of the Road Easement and Maintenance Agreement is hereby deleted and the following inserted in its place:

3. Construction of Road. Either lot owner may construct a roadway within the Easement Area. Once commenced, any construction undertaken in reliance upon the easements granted herein shall be diligently prosecuted to completion. LONG and LTK shall each be responsible for one half of the cost of construction of the roadway and the storm water system serving the roadway.

Section 4 of the Road Easement and Maintenance Agreement is hereby deleted and the following inserted in its place:

4. Maintenance. Once the roadway is constructed within the Easement Area, it shall be maintained equally by the owners of any Lots that use the Easement Area. For the purposes of this Agreement, "use" shall be defined as having open and unimpeded access from a Lot onto the roadway located in the Easement Area. If a curb, gate or other barrier prevents vehicular access from a Lot to the Easement Area, the Lot shall not be deemed to "use" the Easement Area. The maintenance, repair, replacement, and improvement costs for the roadway and the Easement Area shall be divided equally among the Lots that use the Easement Area. Each owner of a Lot that uses the Easement Area agrees to maintain the Easement Area in a neat, clean, and orderly condition, and to use the Easement Area in a manner as to not damage the same. In the event any party damages the roadway or other improvements in the Easement Area, the cost of repairing such damage shall be borne by the person causing the damage.

Section 7 of the Road Easement and Maintenance Agreement is hereby deleted and the

following inserted in its place:

7. Successors/Assigns. The benefits, burdens, and covenants created by this document and the easement herein shall be deemed to run with the land and bind Lots 2, 3, 4, 6, and 7, the parties hereto and their respective heirs, successors, and assigns, and all persons possessing the property by, through, or under, the parties hereto or their respective heirs, successors and assigns.

Section 8 of the Road Easement and Maintenance Agreement is hereby deleted and the following inserted in its place:

8. Subdivision. Upon the subdivision of the Long Parcel (Lots 2, 3, 6 and 7) or the LTK Parcel (Lot 4), the newly created Lots shall be benefited and burdened by the terms of this Agreement. The owners of all Lots shall be obligated to pay for maintenance of the Easement Area pursuant to the provisions of Section 4 "Maintenance" of the Road Easement and Maintenance Agreement, as modified by this document.

Section 9 of the Road Easement and Maintenance Agreement is hereby deleted and the following inserted in its place:

9. Stormwater Easement. LTK hereby grants and conveys to LONG, for the benefit of Lots 2, 3, 6, and 7, a non-exclusive perpetual easement to construct and maintain stormwater facilities over the Northwest corner of Lot 4 (26 feet by 44 feet) as shown on the attached Exhibit "A" ("Stormwater Easement Area). The stormwater facilities are for the purpose of collecting the drainage from the roadway to be constructed within the Easement Area above. After initial construction of the stormwater facility, the costs of the maintenance of the stormwater facility located in the Stormwater Easement Area shall be divided evenly between all Lots that use the Easement Area as provided in Section 4 "Maintenance" of the Road Easement and Maintenance Agreement, as modified by this document. The sharing of costs provided in this Agreement shall only apply to maintenance costs related to the Easement Area and not to any costs arising outside of the Easement Area, even if such outside areas are connected to and downstream of the stormwater facility.

Maintenance of Utilities – the parties agree that any utilities placed in the Shared Utility Easement of the SMVBSP, as subsequently modified, shall be maintained as provided in this paragraph. The cost of maintenance, repair and replacement of any shared utility shall be divided equally among the Lots that are connected to the shared utility. The cost of maintenance, repair and replacement of any utility that is not shared shall be the sole responsibility of the Lot that is connected to that utility. Each owner of a Lot that uses the Shared Utility Easement agrees to maintain the Shared Utility easement area in a neat, clean, and orderly condition, and to use the Shared Utility easement area in a manner as to not damage the same.

Binding Effect. In all respects, the provisions of this Second Amendment to Road Easement and

Maintenance Agreement 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.

No Waiver. Failure to enforce any provision of this Second Amendment to Road Easement and Maintenance Agreement shall not operate as a waiver of any such provision.

Severability. Invalidation of any of the provisions of this Second Amendment to Road Easement and Maintenance Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Interpretation. This Second Amendment to Road Easement and Maintenance Agreement shall be construed according to the laws of the State of Washington.

IN WITNESS THEREOF, the parties hereto have executed this Agreement dated this 5th day of MARCH, 2025.

LTK PROPERTIES, LLC,
a Washington limited liability company

Leonard B...
By: Leonard Thargacin
Its: managing member

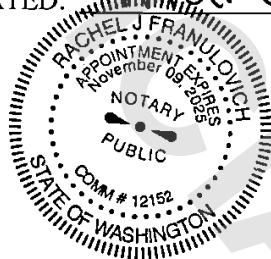
LONG BLACKBURN LLC,
a Washington limited liability company

Robert F. Long
By: Robert F. Long
Its: MANAGER

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Leonard Hargain is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Executing Member of LTK PROPERTIES LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 5, 2025.



Rachel J. Franulovich
 (Signature of Notary)

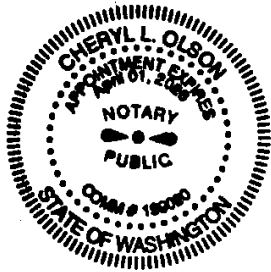
Rachel Franulovich
 (Legibly Print or Type Name of Notary)

My appointment expires: 11-09-2025

STATE OF WASHINGTON)
) ss.
 COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Robert Long is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Executing Member of LONG BLACKBURN LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 5th, 2025.



Cheryl L. Olson
 (Signature of Notary)

Cheryl L Olson
 (Legibly Print or Type Name of Notary)

My appointment expires: April 1, 2026