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Skagit County Auditor

WHEN RECORDED RETURN TO:

SCOT S. SWANSON
BELCHER SWANSON LAW FIRM, PLLC
900 DUPONT STREET
BELLINGHAM, WA 98225

REVIEWED BY
SKAGIT COUNTY TREASURER

DEPUTY Sturrow

DATE 4/11/25

Document Title: Declaration of Garbage Area Easement
Grantor/Grantee/Declarant: LTK Properties LLC, a Washington limited liability company
Abbreviated Legal: LOT 4, AS DELINEATED ON "SOUTH MOUNT VERNON BUSINESS PARK
BINDING SITE PLAN NO. LU05-061", AF# 200709100133
Assessor's Tax Parcel ID#: P126617

DECLARATION OF GARBAGE AREA EASEMENT

This DECLARATION OF GARGABE AREA EASEMENT is made and entered into this 10th day of April, 2025 ("Easement") by LTK Properties LLC, a Washington limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant is the owner of that certain real property located in Skagit County, Washington being more particularly described on Exhibit "A" attached hereto and incorporated herein ("Property");

WHEREAS, Declarant is developing a five (5) unit industrial condominium known as Blackburn Landing, an Industrial Condominium ("Condominium") on approximately half of the Property as shown on the Survey Map recorded simultaneously herewith and legally described on Exhibit "B" attached hereto and incorporated herein ("Blackburn Property");

WHEREAS, the Declarant has applied for a Short Plat dividing the Property into two (2) lots and has received a conditional approval for Short Plat (Permit No. PLAN 21-0685) from the City of Mount Vernon;

WHEREAS, the subsequent phase property in the Condominium is for future development of additional units in the Condominium but may be withdrawn and developed outside of the Condominium. It is the subsequent phase property as shown on the Survey Map recorded simultaneously herewith and legally described on Exhibit "C" attached hereto and incorporated herein ("Subsequent Property");

WHEREAS, Declarant constructed a garbage area on a portion of the Subsequent Property to be shared by both the Blackburn Property and the Subsequent Property (the "Garbage Area"); and

WHEREAS, Declarant desires to create an easement such that the owners within the Condominium may share and utilize the Garbage Area located on the Subsequent Property.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. Garbage Area Easement. Declarant hereby declares, grants and conveys a non-exclusive easement for the Garbage Area and use thereof that is located on the portion of the Subsequent Property, which is "as built" in the location where the Garbage Area was created by the Declarant ("Garbage Area Easement"). Included with this easement is the right of ingress and egress over and across the Subsequent Property necessary for the owners within the Condominium and the condominium association created for the Condominium to reasonably use and maintain, repair or replace the Garbage Area.

2. Maintenance. The unit owners association for the Condominium (The "Association"), shall be responsible for performing all maintenance, repair, replacement (collectively, "Upkeep") to the Garbage Area within the Garbage Area Easement. Unless the Subsequent Property is included within the Condominium, they do not have to share in the expenses of maintenance, repair and replacement. The Garbage Area shall be maintained in a clean, orderly and usable condition. All parties agree to keep the Garbage Area in a neat, clean and orderly condition and to use the Garbage Area in a manner as to not damage the same. In the event that any party damages the Garbage Area, the costs of repairing such damage shall be borne by the person causing the damage.

3. Relocation of Garbage Area Easement. Declarant hereby reserves the right to relocate the Garbage Area Easement at any time; PROVIDED THAT such relocation will be at the sole expense of Declarant and shall not cause any material interruption of garbage service. Declarant shall notify the unit owners association, in writing, not later than thirty days prior to relocating the Garbage Easement Area.

4. Scope. It is the parties' intent that the use of the Garbage be shared by the Condominium and Subsequent Property with individual owners utilizing the it. No one may obstruct the owners reasonable use of the Garbage Area.

5. Indemnification. The owners within the Condominium waive and release the owner of the Subsequent Property, and shall indemnify, defend, protect and hold the owner of the Subsequent Property harmless for, from and against any and all claims of liability for any injury or damage to any person or property arising from the Condominium's use of the Garbage Area, except where solely caused by the intentional act or gross negligence of the owner of the Subsequent Property.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the representatives, successors and assigns, and upon any person acquiring a portion of the Blackburn Property or Subsequent Property, or any interest therein, whether by operation of law or otherwise.

7. General Provisions.

A. Time of the Essence. Time is of the essence in the performance of this Agreement.

B. Entire Agreement. There are no other verbal or other agreements which modify or affect this Agreement.

C. Benefit. The provisions in this Easement shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of the parties hereto.

D. Notices. All notices or demands to be given by each party to the other pursuant to this Agreement and all sums to be paid by each party shall be deposited in the United States mails, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the address on file with the Skagit County Assessor as the owner of the property as follows. Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

E. Execution of Documents. The parties agree to execute any documents which may be necessary, appropriate or convenient to carry out the intent of the transaction contemplated by this Easement.

F. Severability. If any provision of this Easement shall be deemed to be null and void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of this Easement, which shall remain in full force and effect.

G. 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 Whatcom County shall be the appropriate venue of any suit or proceeding brought with respect to this Easement.

H. Strict Performance. The failure of any party to insist upon strict performance of any of the provisions contained in this Easement shall not be deemed a waiver of any rights or remedies that the other party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the provisions of this Easement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant hereto has caused these presents to be executed the day and year first written above.

DECLARANT:

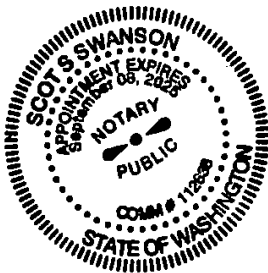
LTK PROPERTIES LLC


By: Leonard Kargacin, Its Member

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 10th day of April, 2025, before me personally appeared Leonard Kargacin to me known to be the Member of LTK Properties LLC, the company that executed the within and foregoing instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.





PRINTED NAME: Scot Swanson
Notary Public in and for the State of Washington,
residing at Bellingham
My commission expires: 09/08/2025

EXHIBIT 'A'

PROPERTY DESCRIPTION

LOT 4, AS DELINEATED ON "SOUTH MOUNT VERNON BUSINESS PARK BINDING SITE PLAN NO. LU05-061", AS APPROVED ON AUGUST 30, 2007 AND RECORDED SEPTEMBER 10, 2007 UNDER AUDITORS FILE NO. 200709100133, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT 'B'**BLACKBURN PROPERTY DESCRIPTION**

THAT PORTION OF LOT 4, AS DELINEATED ON "SOUTH MOUNT VERNON BUSINESS PARK BINDING SITE PLAN NO. LU05-061", AS APPROVED ON AUGUST 30, 2007 AND RECORDED SEPTEMBER 10, 2007 UNDER AUDITORS FILE NO. 200709100133, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING NORTH OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 2°04'03" WEST 109.00 FEET TO THE BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 87°55'57" EAST TO THE WESTERLY RIGHT OF WAY OF HENSON ROAD A DISTANCE OF 177.01 AND THE TERMINUS OF THIS LINE DESCRIPTION.

CONTAINING 18,281 SQUARE FEET.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT 'C'

SUBSEQUENT PHASE PROPERTY DESCRIPTION

THAT PORTION OF LOT 4, AS DELINEATED ON "SOUTH MOUNT VERNON BUSINESS PARK BINDING SITE PLAN NO. LU05-061", AS APPROVED ON AUGUST 30, 2007 AND RECORDED SEPTEMBER 10, 2007 UNDER AUDITORS FILE NO. 200709100133, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 2°04'03" WEST 109.00 FEET TO THE BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 87°55'57" EAST TO THE WESTERLY RIGHT OF WAY OF HENSON ROAD A DISTANCE OF 177.01 AND THE TERMINUS OF THIS LINE DESCRIPTION.

CONTAINING 17,535 SQUARE FEET.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.