

AFTER RECORDING, RETURN TO:

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 04/30/2025MARK A. LACKEY  
BELCHER SWANSON LAW FIRM, P.L.L.C.  
900 DUPONT STREET  
BELLINGHAM, WA 98225-3105

Document Title:	Amendment to Restrictive Covenants and Reciprocal Easements for Access, Signage and Parking		
Grantors:	SAVIBANK, a Washington bank corporation (formerly known as Business Bank of Skagit County; and Business Bank); LONG BLACKBURN LLC, a Washington limited liability company		
Grantees:	SAVIBANK, a Washington bank corporation (formerly known as Business Bank of Skagit County; and Business Bank); LONG BLACKBURN LLC, a Washington limited liability company		
Legal Description:	Lots 1, 2, 5 and 6, South Mount Vernon Business Park Binding Site Plan, Auditor's File No. 200709100133		
Tax Parcel Nos.:	P126614	P126615	P126618      P126619
Reference No.:	201108260079		

### AMENDMENT TO RESTRICTIVE COVENANTS AND RECIPROCAL EASEMENTS FOR ACCESS, SIGNAGE AND PARKING

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND RECIPROCAL EASEMENTS FOR ACCESS, SIGNAGE AND PARKING ("**Amendment**") amends the prior Restrictive Covenants and Reciprocal Easements for Access, Signage and Parking dated August 25, 2011, recorded August 26, 2011, as Skagit County Auditor's File No. 201108260079 ("**Original Agreement**"), and is made effective this 29th day of April, 2025, by and between SAVIBANK, a Washington bank corporation (formerly known as Business Bank of Skagit County; and Business Bank) ("**SaviBank**"); and LONG BLACKBURN LLC, a Washington limited liability company ("**Long Blackburn**"). SaviBank and Long Blackburn shall be referred to as a "**Party**", or collectively the "**Parties**".

### R E C I T A L S

A. SaviBank owns the following real property:

AMENDMENT TO RESTRICTIVE COVENANTS AND  
RECIPROCAL EASEMENTS FOR ACCESS, SIGNAGE AND PARKING – I

Lots 1 and 5, South Mount Vernon Business Park Binding Site Plan, according to the map thereof, recorded as Skagit County Auditor's File No. 200709100133.

(the "**SaviBank Property**", or individually as "**Lot 1**" or "**Lot 5**")

B. Long Blackburn owns the following real property:

Lots 2 and 6, South Mount Vernon Business Park Binding Site Plan, according to the map thereof, recorded as Skagit County Auditor's File No. 200709100133.

(the "**Long Blackburn Property**", or individually as "**Lot 2**" or "**Lot 6**")

C. The SaviBank Property and the Long Blackburn Property will be collectively referred to as the "**Lots**".

D. The Lots are the only properties subject to the Original Agreement.

E. The Parties desire to amend the Original Agreement pursuant to this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. The parking easement contained in section 1.3 of the Original Easement is terminated and Section 1.1 of the Original Agreement is deleted and replaced as follows:

1.1 Reciprocal Access Easement. The Parties hereby grant and convey to a non-exclusive easement and right of use for ingress and egress, to and from adjacent public roads, in and over the driveways of the Lots. This easement shall be for the benefit of the owners of the Lots, their successors, assigns, customers, and invitees.

2. The parking easement contained in section 1.3 of the Original Easement is terminated and Section 1.2 of the Original Agreement is deleted and replaced as follows:

1.2 Parking Easement. SaviBank hereby grants and declares, for the benefit of Lot 1, an exclusive easement for parking over, across and through that portion of Lot 5 that is parking stalls with bold borders as depicted on the map attached as Exhibit "A". The easement area includes 7 full parking stalls and a portion of

2 other parking stalls located on Lot 5. The owner of Lot 1 shall be solely responsible for the costs of maintenance and repair of these .

3. The sign easement contained in section 1.3 of the Original Easement is terminated and Section 1.3 of the Original Agreement is deleted and replaced as follows:

1.3 Stormwater Transmission Line Easement. SaviBank hereby grants and declares, for the benefit of Lot 1, a non-exclusive easement for stormwater transmission line and the maintenance and repair of such stormwater transmission line over, across and through that portion of Lot 5, legally described on the attached Exhibit "B", and depicted on the map attached as Exhibit "C". The owner of Lot 1 shall be solely responsible for the costs of maintenance and repair of the stormwater transmission line.

4. A new section 1.4 is added to the Original Easement as follows:

1.4 Fire System Water Line Easement. SaviBank hereby grants and declares, for the benefit of Lot 1, a non-exclusive easement for a fire system water line and the maintenance and repair of such fire system water line over, across and through that portion of Lot 5, that is ten feet (10') on either side of the fire system water line that is installed on the eastside of Lot 5.

5. Section 2.1 of the Original Agreement is amended and replaced as follows:

2.1 Maintenance and Expenses. Each of the parties hereto shall, at its own expense, supervise, operate, manage, police, repair, replace and maintain the parking areas and driveways on its Parcel and in good repair and in a safe and sound condition, free from refuse, rubbish and dirt, and in conformity with all governmental regulations. To "operate" and "maintain" will include, but not be limited to, the furnishing of and/or payment of, or for all utilities, labor, snow removal and ice treatment, cleaning, policing, striping, sealing, repaving, storm drain maintenance, maintenance equipment and tools and any personal property taxes assessed to such maintenance equipment and tools, insurance and anything else necessary for the everyday maintenance of said areas.

6. Section 2.2 of the Original Agreement is amended and replaced as follows:

2.2 Lighting. Each of the Parties hereto shall, at its own expense, keep the driveway areas on its respective Lots lighted from dusk to dawn and open to use by the customers and other invitees of the Parties hereto, at all times, except for those times reasonably required for maintenance and repair.

7. Section 2.3 of the Original Agreement is amended and replaced as follows:

2.3 Future Modification. No Party to this Agreement shall permit any changes to functionality of the existing driveways without the written approval of the other Party to this Agreement.

8. Section 2.4 of the Original Agreement is amended and replaced as follows:

2.4 Parking Without Charge. The Parties hereto agree that no meter or other charge shall be made to anyone for the right to enter, exit or travel through, its own or the other Party's Lot.

9. Section 2.5 of the Original Agreement is amended and replaced as follows:

2.5 Construction Damage. In the event that any party utilizes the easement area upon the Property of the other during periods of construction, which use results in damage to the Party's Lot, in the event of disturbance due to construction activity, installation of utilities or other activity related to one Party's improvement of their Lot, then the cost of repair of such damage shall be borne by the party making the improvements, and the access areas shall be restored to their condition prior to the commencement of such construction.

10. Section 3.1 of the Original Agreement is amended and replaced as follows:

3.1 Nuisances. Each Party to this Agreement, together with their agents, customers and invitees shall make use of the driveways and parking easement in a manner so as not to cause unnecessary noise or nuisance which would negatively impact the other Party hereto or their tenants.

11. Section 5.4 of the Original Agreement is deleted in its entirety, giving it no further force or effect.

12. Article VII. titled Notices is deleted and replaced as follows:

Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the third business day after it is mailed by US first-class certified mail, return receipt requested, to the respective Party(ies), addressed to the mailing address as shown for the property on the Skagit County tax records, or such other address as the Parties may provide by written notice.

13. Except as modified herein, all the terms, conditions, provisions, and covenants of the Original Agreement shall remain in full force and effect. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Original Agreement.


IN WITNESS WHEREOF, the Parties have signed this Agreement the date above-first written.

SAVIBANK

By   
**MICHAL D. CANN**  
 Chairman of the Board

LONG BLACKBURN LLC

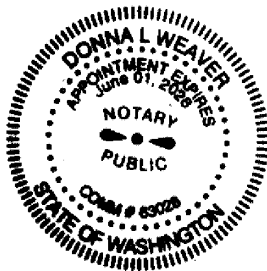
By   
**ROBERT LONG, Member**


By   
**CORY LONG, Member**

STATE OF WASHINGTON )  
 )  
 COUNTY OF Skagit ) ss.

On this 29th day of April, 2025, before me personally appeared MICHAL D. CANN, to me known to be the Chairman of the Board of SaviBank, the corporation that executed the within and foregoing instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he 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: DONNA L. WEAVER  
 Notary Public in and for the State of Washington,  
 residing at Burlington  
 My commission expires: 6-1-2028

AMENDMENT TO RESTRICTIVE COVENANTS AND  
 RECIPROCAL EASEMENTS FOR ACCESS, SIGNAGE AND PARKING – 5

STATE OF WASHINGTON )

COUNTY OF Skagit : ss.

On this 29th day of April, 2025, before me personally appeared ROBERT LONG, to me known to be a Member of Long Blackburn LLC, the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he 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.



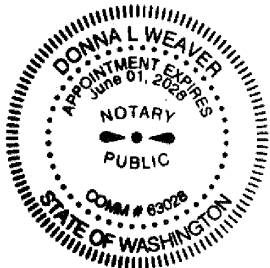
Donna L. Weaver  
 PRINTED NAME: DONNA L. WEAVER  
 Notary Public in and for the State of Washington,  
 residing at Burlington  
 My commission expires: 6-1-28

STATE OF WASHINGTON )

COUNTY OF Skagit : ss.

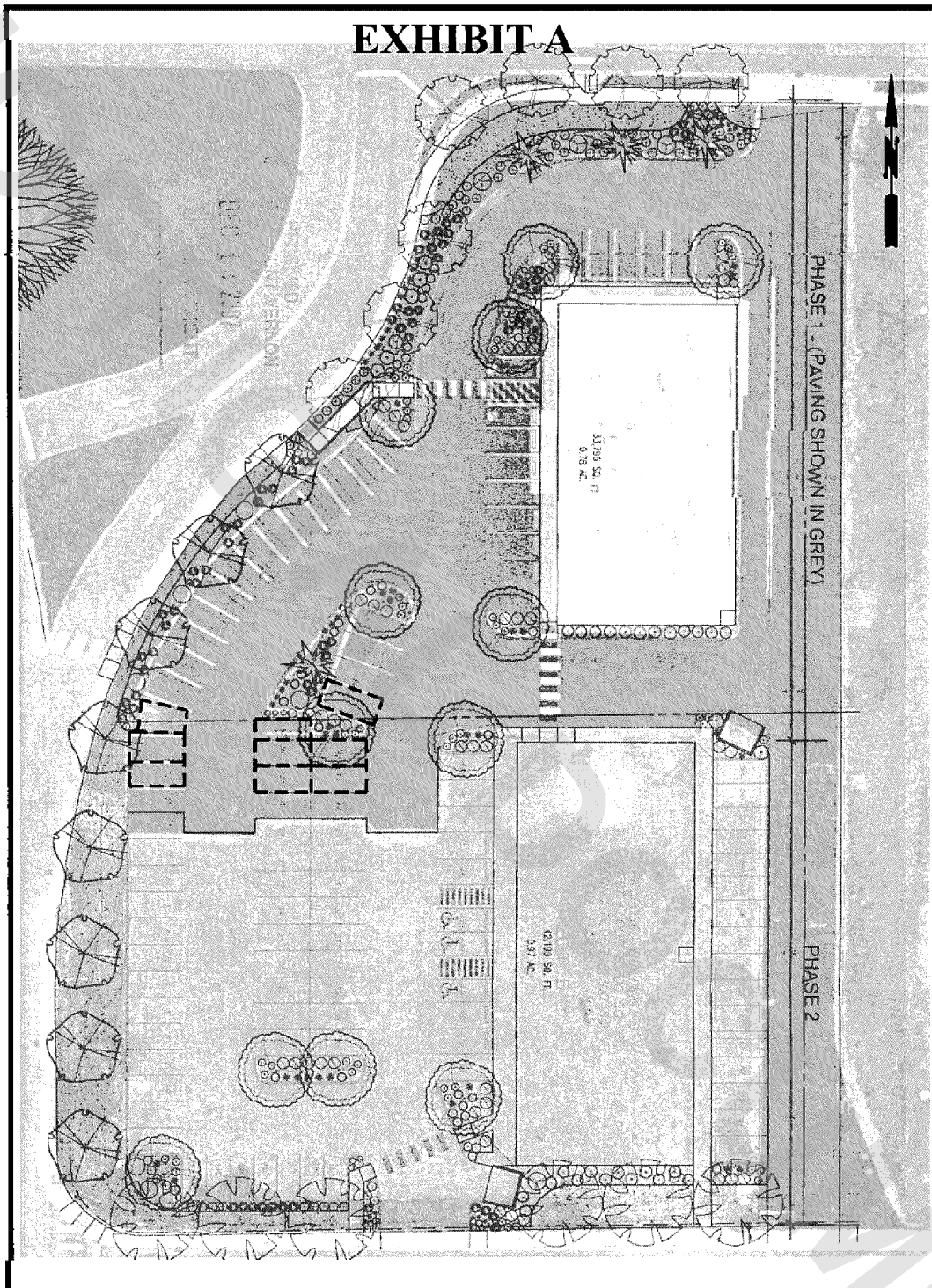
On this 29th day of April, 2025, before me personally appeared CORY LONG, to me known to be a Member of Long Blackburn LLC, the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he 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.



Donna L. Weaver  
 PRINTED NAME: DONNA L. WEAVER  
 Notary Public in and for the State of Washington,  
 residing at Burlington  
 My commission expires: 6-1-28

# EXHIBIT A



**Exhibit "B"****Stormwater Easement**

A 10.00 foot wide easement for stormwater drain purposes, and the maintenance thereof, over, under and across a portion of Lot 5, South Mount Vernon Business Park Binding Site Plan recorded under Auditor's File No. 200709100133, for the benefit of Lot 1 of said Binding Site Plan, lying 5.00 feet right and 5.00 feet left of the following described centerline:

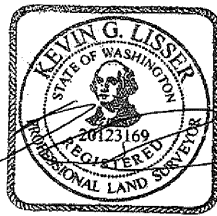
BEGINNING at the Northeast corner of said Lot 5, South Mount Vernon Business Park Binding Site Plan, also being the Southeast corner of Lot 1 of said South Mount Vernon Business Park Binding Site Plan;  
thence North  $88^{\circ}46'24''$  West, along the North line of said Lot 5, for a distance of 132.81 feet, more or less, to a point where the existing stormwater drain line intersects the North line of said Lot 5;  
thence South  $23^{\circ}53'29''$  West for a distance of 7.93 feet, more or less, to an existing catch basin;  
thence South  $84^{\circ}37'53''$  West for a distance of 62.66 feet, more or less, to an existing catch basin;  
thence South  $2^{\circ}16'40''$  West for a distance of 121.72 feet, more or less, to an existing catch basin;  
thence South  $24^{\circ}32'50''$  West for a distance of 29.65 feet, more or less to an existing catch basin;  
thence South  $2^{\circ}46'42''$  West along said existing stormwater drain line for a distance of 11.56 feet, more or less, to the South line of said Lot 5, and being the terminus of said centerline.

(Side lines of said 10.00 foot wide easement to be extended or shortened as necessary to conform to property lines).

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

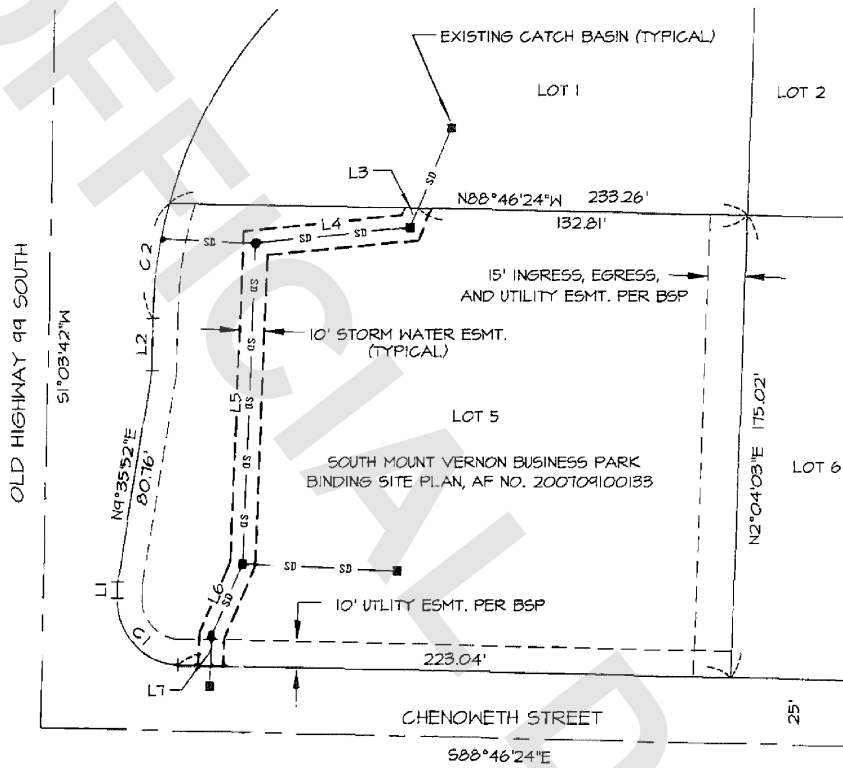
The intent of the above described easement is to follow the existing storm drain pipes as the same are located on the ground in February 2025. If there is any inconsistencies between the described easement and the as-constructed storm drain lines, the storm drain line shall establish the centerline of the easement location.



3-6-25



## EXHIBIT "C"



3-6-25

LINE TABLE

NUM	BEARING	DISTANCE
L1	N1°03'42"E	6.15'
L2	N1°03'42"E	20.00'
L3	S23°53'29"W	7.93'
L4	S84°37'53"W	62.66'
L5	S2°16'40"W	121.72'
L6	S24°32'50"W	29.65'
L7	S2°46'42"W	11.56'

CURVE TABLE

NUM	DELTA	ARC	RADIUS
C1	89°50'06"	39.20'	25.00'
C2	15°00'10"	44.51'	170.00'



SCALE: 1" = 50'  
MERIDIAN: ASSUMED

EASEMENT EXHIBIT SKETCH  
IN A PORTION OF  
SECTION 29, T. 34 N., R. 4 E., W.M.  
SKAGIT COUNTY, WASHINGTON  
FOR: SAVI BANK

LISSE & ASSOCIATES, PLLC  
SURVEYING & LAND-USE CONSULTATION  
MOUNT VERNON, WA 98273 360-419-7442

DATE: 3/5/25  
DWG: 25-028 ESMT