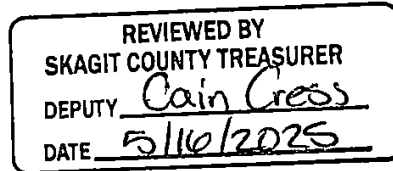




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05/16/2025 09:45 AM Pages: 1 of 5 Fees: \$611.00
Skagit County Auditor

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Belcher Swanson Law Firm, P.L.L.C.
Scot S. Swanson
900 Dupont St
Bellingham, WA 98225



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

Reference No: 202110010037, 202111180016, 202110010037

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 THIRD AMENDMENT TO ROAD EASEMENT AND MAINTENANCE AGREEMENT
("Agreement") are made this 15 day of MAY, 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) The Road Easement and Maintenance Agreement recorded under Skagit County Auditor’s File No. 202110010037 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.

- D) Due to the placement of electrical systems, the stormwater facilities had to be installed further east than anticipated. Long and LTK execute this Third Amendment to Road Easement and Maintenance Agreement to expand the size of the Stormwater Easement Area described in Section 9.

NOW THEREFORE, the parties hereto agree to modify the Road Easement and Maintenance Agreement as follows:

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 (25 feet by 55 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 Third 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 Third 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 Third 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 Third Amendment to Road Easement and Maintenance Agreement shall be construed according to the laws of the State of Washington.

[Signature Page Follows]

IN WITNESS THEREOF, the parties hereto have executed this Agreement dated this 15 day of MAY, 2025.

LTK PROPERTIES, LLC,
a Washington limited liability company

By: Leonard Baccari
Its: Managing member

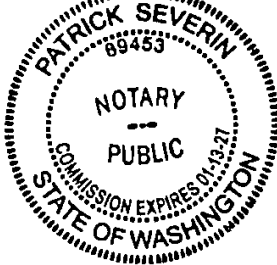
LONG BLACKBURN LLC,
a Washington limited liability company

By: Robert Long
Its: MANAGER member

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Leonard Baccari 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: 5/15, 2025.



(Signature of Notary)

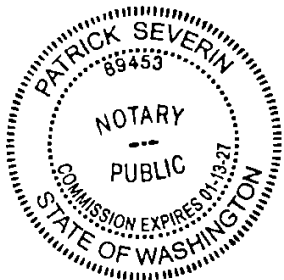
Patrick L. Severin
(Legibly Print or Type Name of Notary)

My appointment expires: 1/13/27

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: 5/15, 2025.



(Signature of Notary)

Patrick L. Severin
(Legibly Print or Type Name of Notary)

My appointment expires: 1/13/27

EXHIBIT A

