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Skagit County Auditor

WHEN RECORDED RETURN TO:

SCOT S. SWANSON  
BELCHER SWANSON LAW FIRM, P.L.L.C.  
900 DUPONT STREET  
BELLINGHAM, WA 98225

Document Title:	Declaration of Covenants, Conditions, Easements, and Restrictions for South Mount Vernon Business Park Lot 4 Short Plat
Declarant/Grantor/Grantee:	LTK Properties, LLC, a Washington limited liability company
Abbreviated Legal Description:	Lot 4 of South Mount Vernon Business Park Binding Site Plan
Assessor's Tax Parcel ID#:	P126617

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR LOT 4 SOUTH MOUNT VERNON BUSINESS PARK LOT 4 SHORT PLAT**

**1. RECITALS**

A. The undersigned Declarant is the Owner in fee simple of the following described real property located in the Skagit County, Washington:

The land in the County of Skagit, State of Washington, Described as follows:

That portion of the northwest quarter of the southwest quarter of Section 9, Township 34 North, Range 4 East, W.M. being more particularly described as follows:

Phase 1 and subsequent phase of Blackburn Landing an Industrial Condominium, according to the declaration thereof, recorded on April 11, 2025, as Auditor's File Number 202504110028, and any amendments there to, records of Skagit County, Washington.

The underlying lot of the above described Condominium is legally described as follows:

Lot 4, as delineated on "South Mount Vernon Business Park Binding Site Plan No. LUO5-061", as approved on August 30, 2007 and recorded September 10, 2007 under Auditor's File No. 200709100133, Records of Skagit County, Washington.

Situate in Skagit County, Washington (the "Property").

- B. The Property is located within the South Mount Vernon Business Park Binding Site Plan, recorded at Skagit County Auditor's File 200709100133 and is subject to the covenants and conditions stated therein, as amended.
- C. The Declarant is subdividing the Property into two (2) lots.
- D. The Declarant created the Blackburn Landing, an Industrial Condominium (the "Condominium") by subjecting the entire Property to the Condominium Declaration Containing Covenants, Conditions, Restrictions and Reservations for Blackburn Landing, an Industrial Condominium recorded at Skagit County Auditor's File No. 202504110027 (the "Declaration"), and the Survey Map and Plans for the Blackburn Landing, a Condominium recorded at Skagit County Auditor's File 202504110028.
- E. The Condominium was set up to potentially be a phased project and phase 1 (first building) is complete with five (5) units.
- F. The Declarant reserved development rights and special declarant rights in the Declaration to continue the development of the Property. Included with these rights is the right to subdivide the Property and withdraw real property from the Condominium to provide for flexibility if needed.
- G. Certain features, including the main driveway, some utilities, and stormwater system will benefit and/or burden both Lots comprising the Property.
- H. The easements and general use restrictions and other requirements contained in this Declaration are designed to enhance and protect value and restrict behavior that is detrimental to the Owners of Lots in the Property.
- I. This Declaration is for the purpose of establishing easements for the benefit of both Lots comprising the Property and ensuring proper maintenance and repair of any shared components of the Property.

## **2. DECLARATION**

The Declarant hereby certifies and declares that the following covenants, conditions, reservations, easements, and restrictions shall endure and be binding upon the respective Owners of both Lots comprising the Property, and the Declarant further declares that all of the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, reservations, easements, and restrictions for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and every part thereof. All of the following covenants, conditions, reservations, easements, and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in the Property and any part thereof.

### 3. DEFINITIONS

- 3.1 Condominium: The Condominium is defined in Recital B above.
- 3.2 Declarant: LTK Properties, LLC, a Washington limited liability company, together with any successor in interest thereto.
- 3.3 Declaration: This Declaration of Covenants, Conditions, Reservations, Easements, and Restrictions for Lot 4 of SMVBP Binding Site Plan.
- 3.4 Lot: The two parcels of real property within the boundaries of the Property identified by the letters A and B and designated for the location and construction of commercial buildings. There are two (2) Lots created by the Short Plat Map.
- 3.5 Owner: Any person holding either fee title or a vendee's interest under a real estate contract as shown by the records of the Auditor of Skagit County, Washington, in a Lot. The term Owner shall also include any owners' association created pursuant to the Washington Uniform Common Interest Ownership Act for a condominium created within a Lot.
- 3.6 Person: Any individual, firm, corporation, partnership, association, unincorporated association, or other legal entity.
- 3.7 Property: The real property legally described in Recital A above.
- 3.8 Short Plat Map: The map of the South Mount Vernon Business Park Lot 4 Short Plat recorded under Skagit County Auditor's File No. 202510160061 and any subsequent amendments thereto.
- 3.9 Stormwater Facilities: Means those facilities used for the transmission, conveyance, treatment, and detention of stormwaters for the Property, including but not limited to, pipes, trench beds, manholes, and rain gardens. The Stormwater Facilities are a main facility of the Property and shared by both Lots.

### 3. RESERVATIONS

- 4.1 Reservation of Easements. Easements for drainage, sewers, water pipes and utilities, facilities and services (including, but not limited to, water supply, electricity, gas, telephone and television) are hereby reserved over, under, upon, in and through all roadways and walkways, and over, under, upon, in and through those certain portions of Lots as shown on the Short Plat Map in which are and/or shall be installed, laid, constructed, repaired, renewed, operated, maintained and inspected underground pipes, sewers, conduits, cables, wires and any and all necessary facilities and equipment for the purpose of serving the Property, together with the right to enter upon said easement areas, Lots, driveways and walkways for or pertaining to the aforesaid. This reservation of easements is for the benefit of the Declarant and its successors in interest, as well as

for the benefit of the City of Mount Vernon, Puget Sound Energy Company, and Comcast and any other purveyors of such services as herein before described, as well as any of their successors in interest.

- 4.2 Reservation of Drainage Easement and the Right to Drain. The Declarant hereby reserves the right to drain all driveways, and walkways, and areas over and across any Lot within the Property where water might take a natural course after the grading of such Lot.

## 5. EASEMENTS

- 5.1 Existing Easements. There are existing easements of record within the Property created as part of the original South Mount Vernon Binding Site Plan that benefit and burden the Property. These existing easements remain in full effect and are not modified in any way by this Declaration.
- 5.2 Driveway Easement. Declarant hereby grants, declares and reserves for the benefit of both Lots and their respective Owners, occupants, tenants, customers, guests and invitees a non-exclusive perpetual easement for ingress and egress over the 24-foot-wide strip as legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein. The Declarant intends on constructing a driveway within the easement area with the purpose to provide free access through and across the area for Owners, occupants, tenants, customers, guests, and invitees. The use of the easement area for ingress and egress shall not be conducted in such a way that it causes any obstruction or impediment of vehicular or pedestrian traffic upon or across the entrances, exits, driveways, walkways, or parking located within the Property. Provided, it is contemplated that there will be extensive truck traffic through the easement area and trucks may temporarily park within the driveway area for the purposes of loading and unloading. The driver of the truck must be onsite and available to relocate the truck as needed. Both Lots shall be responsible for all upkeep and maintenance of the driveway within the easement area, as set forth in Section 6 below.
- 5.3 Stormwater Easement. Declarant's intention is that the Stormwater Facilities will be shared by both Lots. The Stormwater Facilities were designed to accommodate development of both Lot A and Lot B. Declarant hereby grants, declares, and reserves for the benefit of both Lots a non-exclusive, perpetual easement over, under, and across that portion of Lot A and Lot B as legally described on Exhibit "C" and depicted on Exhibit "D" attached hereto and incorporated herein, for the purpose of using, laying, maintaining, repairing, and replacing stormwater lines and facilities. Both Lots shall be responsible for all upkeep and maintenance of the Stormwater Facilities within the easement area, as set forth in Section 6 below.

## 6. MAINTENANCE AND REPAIR

The easements in Sections 5.2 and 5.3, above are intended for the access driveway and stormwater lines and facilities to be used by the Owners of both Lots in the Property. The Lot Owners shall have the joint obligation to maintain, operate, repair, reconstruct, or replace the driveway, lines and facilities to the extent they are shared. If any lines or facilities are used solely by one (1) Lot, then that Lot Owner shall have the obligation. Any damage during such activity shall be restored to its condition immediately prior to any such activities. The Lot Owner's shall share the costs of any reasonable maintenance, operation, repair, reconstruction, replacement of the driveway, lines or facilities equally. Provided, each individual Lot Owner is solely responsible for its own connection to any stormwater line and its line to their own improvements. Maintenance may include periodic inspections of the lines and facilities. If either party believes that maintenance or repair of the driveway, lines or facilities is required, that Lot Owner shall provide written notice to the other Lot Owner identifying the maintenance or repair believed to be necessary, with a bid or estimate for the costs for such work. If the other Lot Owner objects to such work, or to costs thereof, they must provide written notice of its objection to the other party within ten (10) days of their receipt of the notice originally given. Work shall commence no less than fourteen (14) days after the date of the initial notice herein. If no objection is provided by the other party, the other Lot Owner shall be obligated to pay its portion of the cost of work. Such obligation shall become a lien against the other Lot Owner's Lot and may be foreclosed in the same manner as a materialman's lien. Any party obligated to pay maintenance and repair costs herein agrees and recognizes that the expenses, title examination, costs of attorney's fees, court costs and interest at the rate of twelve percent (12%) per annum shall be included with the amount of any delinquent payment in the judgment of foreclosure of such lien.

## 7. COVENANTS

- 7.1 Parking. Pursuant to the development of the Property, parking spaces are to be constructed along the common access driveway. Parking is not intended to be shared for the Property. All parking spaces created on a Lot shall be for the exclusive use of that particular Lot. Provided, parking spaces are restricted to use for parking of operable, properly registered vehicles. Overly-large vehicles may not be parked in parking spaces that restrict or prohibit ingress, egress to the Property. Inoperative or unregistered vehicles or any other equipment may not be stored in parking spaces. Vehicles shall be operated in a safe manner within the Property and may be parked only within designated parking spaces or within the interior of buildings.
- 7.2 Landscaping Plan. The Property is being developed with landscaping pursuant to a landscaping plan approved by the City of Mount Vernon. It is anticipated that the Owners will hire a landscaping company to maintain the landscaping on the entire Property. In this event, the costs of landscaping maintenance shall be shared equally and subject to lien rights created in Section 6 above. Provided, if a professional landscaping company is not utilized by the Owners, then each Lot Owner shall be responsible for all landscaping maintenance for the portions of the landscaping on their

individual Lot. The landscaping shall be maintained in a good and orderly condition and consistent with all requirements of the City of Mount Vernon.

## 8. MISCELLANEOUS

- 8.1 Amendment to Declaration. This Declaration may be modified, amended, or terminated only by an instrument signed by both Owners within the Property. Such amendment shall take effect upon recording with the Skagit County Auditor.
- 8.2 No Effect on Easements. Amendments to or termination of this Easement will in no way affect the easements described in paragraphs 4.1, 4.2, 5.2, or 5.3, except that the rights of such easements may be clarified or expanded by an amendment.
- 8.3 Condominium. In the event that both Lots are developed as part of the Condominium, the result will be that the access driveway, stormwater lines, or facilities will all be part of the Common Element of the Condominium subject to the control of the Association. The Condominium Declaration will supersede this document, and the Association will be responsible for all aspects of those items, including governing use, and the maintenance, repair, and replacement.
- 8.4 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. 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.
- 8.5 Severability. If any provision of this Declaration 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 Declaration, which shall remain in full force and effect.
- 8.6 Applicable Law. This Declaration shall be construed, interpreted and enforced pursuant to the laws of the State of Washington and the parties agree that the Superior Court of Skagit County shall be the appropriate venue of any suit or proceeding brought with respect to this Declaration or the Property.
- 8.7 Paragraph Headings. The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.
- 8.8 No Waiver. The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

DATED this 14<sup>th</sup> day of ~~September~~, 2025.  
~~October~~

LTK Properties, LLC

By *[Signature]*  
Leonard Kargacin, Managing Member

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF Skagit )

On this 14<sup>th</sup> day of ~~September~~, 2025, before me personally appeared Leonard Kargacin, to me known to be the Managing Member of LTK Properties, LLC, 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.



*[Signature]*  
PRINTED NAME: Delaney Knox  
Notary Public in and for the State of Washington,  
residing at Skagit county  
My commission expires: 4-18-26

EXHIBIT "A"

DRIVEWAY EASEMENT

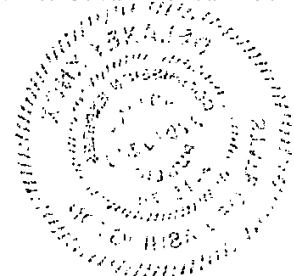
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEING A PORTION OF LOT 4, AS DELINEATED ON "SOUTH MOUNT VERNON BUSINESS PARK BINDING SITE PLAN NO. LU05-061", AS APPROVED ON AUGUST 30, 2007 AND RECORDED SEPTEMBER 10, 2007 UNDER AUDITOR'S FILE NO. 200709100133, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING 8.20 FEET NORTH AND 15.80 FEET SOUTH OF THE FOLLOWING DESCRIBED LINE:

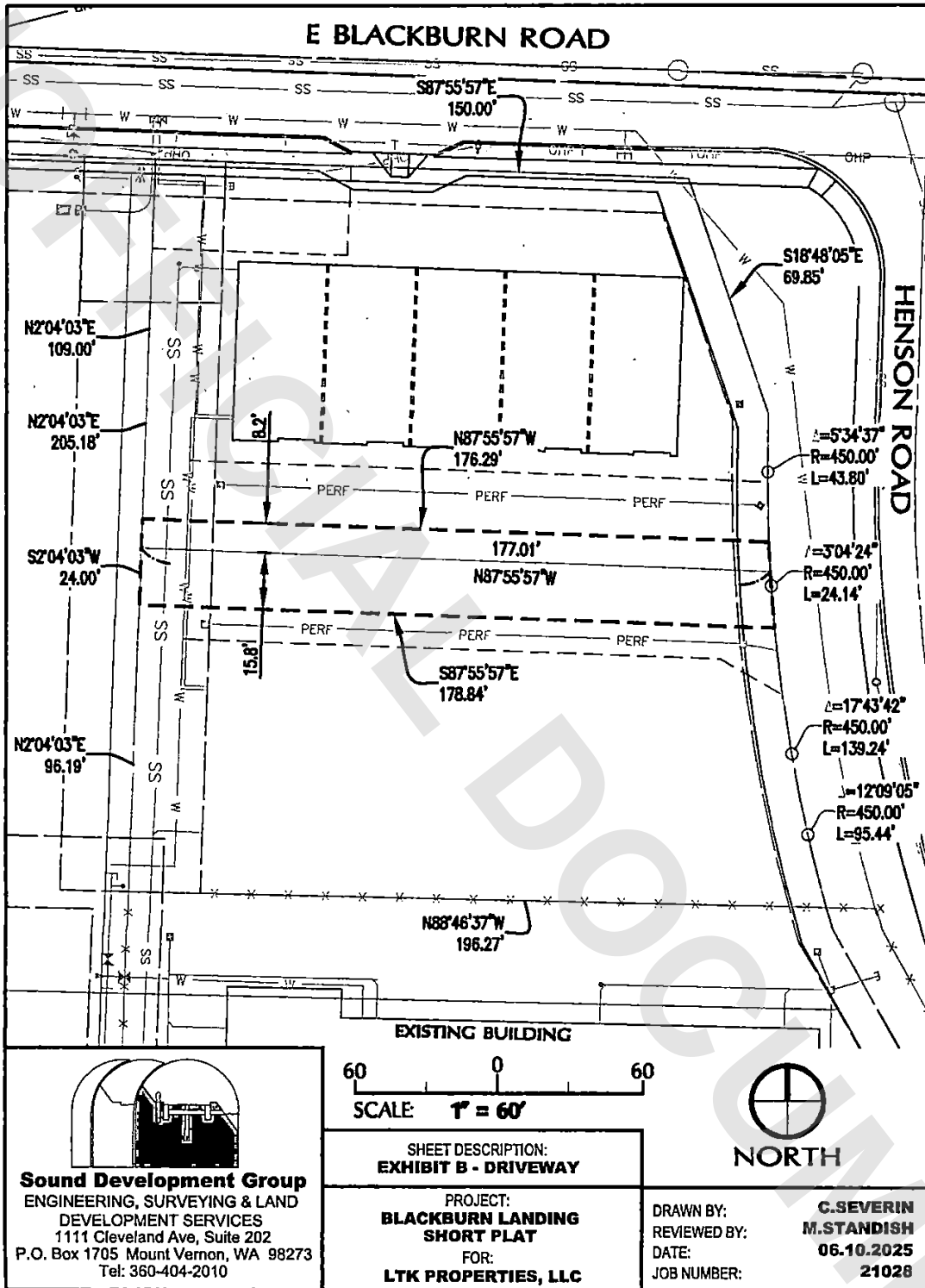
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4 THENCE NORTH 02°04'03" EAST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 96.19 FEET TO THE BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 87°55'57" EAST TO THE WESTERLY RIGHT OF WAY OF HENSON ROAD 177.01 FEET AND THE TERMINUS OF THIS LINE DESCRIPTION.

CONTAINING 4,259 SQ.FT. MORE OR LESS.

THE SIDELINES OF THE SAID EASEMENT TO BE EXTENDED OR TRIMMED TO THE WEST LINE OF SAID LOT 4 AND THE WEST RIGHT OF WAY OF HENSON ROAD

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.





  
**Sound Development Group**  
 ENGINEERING, SURVEYING & LAND  
 DEVELOPMENT SERVICES  
 1111 Cleveland Ave, Suite 202  
 P.O. Box 1705 Mount Vernon, WA 98273  
 Tel: 360-404-2010

**SHEET DESCRIPTION:**  
**EXHIBIT B - DRIVEWAY**

**PROJECT:**  
**BLACKBURN LANDING**  
**SHORT PLAT**  
**FOR:**  
**LTK PROPERTIES, LLC**

**DRAWN BY:**  
**REVIEWED BY:**  
**DATE:**  
**JOB NUMBER:**

**C. SEVERIN**  
**M. STANDISH**  
**06.10.2025**  
**21028**

## EXHIBIT "C"

## STORM DRAINAGE EASEMENT

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEING A 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 AUDITOR'S FILE NO. 200709100133, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4 THENCE ALONG THE SOUTH LINE OF SAID LOT 4 NORTH 88°46'37" WEST 196.27 TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 12°13'38" EAST 72.31 FEET TO THE BEGINNING OF THIS AREA DESCRIPTION; THENCE SOUTH 87°55'57" EAST 151.18 FEET; THENCE SOUTH 60°18'55" EAST TO THE WESTERLY RIGHT OF WAY OF HENSON ROAD 20.03 FEET; THENCE ALONG SAID WESTERLY RIGHT OF WAY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 450.000 AND A DELTA ANGLE OF 07° 35' 54", AND WHOSE LONG CHORD BEARS NORTH 04°06'56" WEST 59.63 FEET; THENCE NORTH 87°55'57" WEST 162.51 FEET; THENCE SOUTH 02°04'03" WEST 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,299 SQ.FT. MORE OR LESS.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

