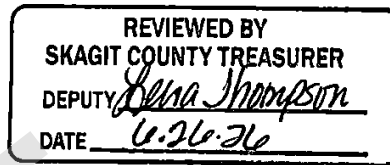




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06/26/2026 08:40 AM Pages: 1 of 9 Fees \$311.50
Skagit County Auditor

Filed for Record at request of
and return to:
Stiles & Lehr Inc., P.S.
P.O. Box 228
Sedro-Woolley, WA 98284



RECIPROCAL EASEMENTS AGREEMENT

GRANTORS: JOSEPH K. SCRONCE AND RHONDA L. SCRONCE, HUSBAND AND WIFE; HEATH HENDERSON AND LEIA VILARDI, HUSBAND AND WIFE

GRANTEES: HEATH HENDERSON AND LEIA VILARDI, HUSBAND AND WIFE; JOSEPH K. SCRONCE AND RHONDA L. SCRONCE, HUSBAND AND WIFE;

Abbreviated Legal Description: A TRACT OF LAND WITHIN THE NE ¼ OF SCT 24, TWP 35 N, R8E, W.M.

Skagit County Assessor's Tax Parcel Numbers: P44162; P44178; P43823; P43822; P44176

**Filed for Record at request of
and return to:**

Stiles & Lehr Inc., P.S.

P.O. Box 228

Sedro-Woolley, WA 98284

Grantors: Joseph K. Scronce and Rhonda L. Scronce, husband and wife; Heath Henderson and Leia Vilardi
husband and wife
Grantees: Heath Henderson and Leia Vilardi husband and wife; Joseph K. Scronce and Rhonda L. Scronce,
husband and wife
Abbreviated: A tract of land within the NE ¼ of Section 24, Township 35 North, Range 8 East, W.M.
APN # P44162; P44178, P43823; P43822; P44176

RECIPROCAL EASEMENTS AGREEMENT

This Reciprocal Easements Agreement (this "Easement Agreement") is made as of June 24, 2026 by and between JOSEPH K. SCRONCE AND RHONDA L. SCRONCE, HUSBAND AND WIFE (hereinafter "Scronce"), and HEATH HENDERSON AND LEIA VILARDI, HUSBAND AND WIFE (hereinafter "Henderson") and (collectively the "Parties").

RECITALS

WHEREAS, SCRONCE owns a certain parcel of real property commonly known as 9040 Thunderbird Lane, Concrete, Washington 98237 / tax ID no. P44162 / 350824-0-001-0002, located in Skagit County and more separately and legally described on the attached **Exhibit A**, which is incorporated herein by this reference.

WHEREAS, SCRONCE owns a certain parcel of real property commonly known as no situs, Concrete, Washington 98237 / tax ID no. P44178 / 350824-0-016-0005, located in Skagit County and more separately and legally described on the attached **Exhibit A**.

WHEREAS, SCRONCE owns a certain parcel of real property commonly known as no situs, Concrete, Washington 98237 / tax ID no. P43823 / 350813-0-017-0007, located in Skagit County and more separately and legally described on the attached **Exhibit A**.

WHEREAS, SCRONCE owns a certain parcel of real property commonly known as no situs, Concrete, Washington 98237 / tax ID no. P43822 / 350813-0-016-0008, located in Skagit County and more separately and legally described on the attached Exhibit A.

WHEREAS, the above SCRONCE parcels are collectively referred to as the "Scronce Parcels".

WHEREAS, HENDERSON owns a certain parcel of real property commonly known as no situs, Concrete, Washington 98237 / tax ID no. P44176 / 350824-0-015-0006, located in Skagit County and more separately and legally described on the attached Exhibit A.

WHEREAS, SCRONCE and HENDERSON desire to grant and convey unto each other reciprocal, perpetual, non-exclusive and mutually beneficial easements for ingress and egress, and the mutual maintenance thereof, over and across certain portions of the Scronce Parcels and the Henderson Parcel.

NOW THEREFORE, the Parties hereby agree to the following:

AGREEMENT

1. **Grant of Easements.** Subject to the terms hereof, SCRONCE, for and in consideration of the reciprocal easement granted below, hereby grants and conveys to HENDERSON a perpetual, non-exclusive easement ("Scronce Easement") for ingress and egress over and across certain portions on the Scronce Parcels, legally described on the attached Exhibit B and graphically depicted on the attached Exhibit C, which are incorporated herein by this reference.

Subject to the terms hereof, HENDERSON, for and in consideration of the reciprocal easement granted above, hereby grants and conveys to SCRONCE a perpetual, non-exclusive residential easement ("Henderson Easement") for ingress and egress over and across a certain portion of the Henderson Parcel, legally described on the attached Exhibit B and graphically depicted on the attached Exhibit C. The parties agree that the Henderson Easement shall benefit all of the Scronce Parcels legally described on the attached Exhibit A.

2. **Maintenance and Repair Obligations of Parties.** From and after the date of this Easement Agreement, except to the extent that such area might be operated and maintained by public authorities or utilities, SCRONCE and HENDERSON shall mutually perform or cause to be performed all maintenance and repair of the Henderson Easement area and the Scronce Easement area. SCRONCE shall pay 75% and HENDERSON shall pay 25% of all costs associated with the maintenance and repair of the Henderson Easement area and Scronce Easement area. PROVIDED THAT, at such time that the Henderson Parcel is used as a residential property, then SCRONCE and

HENDERSON shall each equally pay 50% of all costs associated with the maintenance and repair of the Henderson Easement area and Scronce Easement area.

3. Definitions. For purposes of this Easement Agreement the following definitions shall apply:

- a. The terms "maintenance" and "repair" shall include restoring the easement surface area to its approximate original condition; removing snow, brush, tress, or other vegetation which may encroach on the easement area; and other tasks appropriate to keeping the easement area open, accessible and available to the Parties benefitted thereby.
- b. The term "residential property" shall mean when the property is used primarily for human occupancy and living, and not used primarily for commercial and/or agricultural purposes or vacant land.

4. Successors and Assigns. This Easement Agreement and the easements agreed to herein shall run with the land and shall be binding upon and shall inure to the benefit of SCRONCE and HENDERSON, their heirs, successors in interest, transferees and assigns.

5. Entire Agreement; Construction. This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Easement Agreement. This Easement Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties, their heirs, successors, transferees or assigns. No provisions of this Easement Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Easement Agreement and the Exhibits attached hereto are incorporated herein by reference. The captions and headings of this Easement Agreement are for convenience only and shall not define, limit or describe the applicability, scope, meaning or intent of any provision of this Easement Agreement.

IN WITNESS WHEREOF, **SCRONCE and HENDERSON** have executed this Easement Agreement on the day and year written below.

By: Joseph K. Scronce
SCRONCE
Joseph K. Scronce

06/24/2026
Date

By: Rhonda L. Scronce
SCRONCE
Rhonda L. Scronce

06/24/2026
Date

By: Heath Henderson
 HENDERSON
 Heath Henderson

6/16/2026
 Date

By: Leia Vilardi
 HENDERSON
 Leia Vilardi

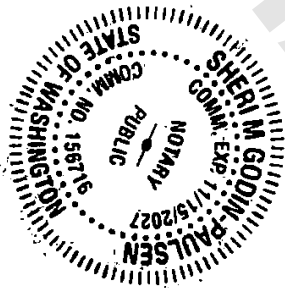
6/16/2026
 Date

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Joseph K. Scronce and Rhonda L. Scronce** are the people who appeared before me and who on oath are authorized to execute the within and foregoing instrument and acknowledged that they signed this instrument as their free and voluntary act for the uses and purposes mentioned in the instrument.



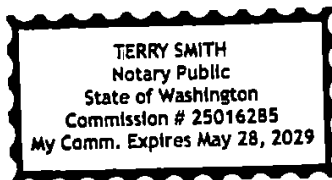
Sheri M. Godin-Paulsen
 NOTARY PUBLIC in and for the
 State of Washington
 residing at: Cleaphe WA
 Commission expires: 11-15-2027

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Heath Henderson and Leia Vilardi** are the people who appeared before me and who on oath are authorized to execute the within and foregoing instrument and acknowledged that they signed this instrument as their free and voluntary act for the uses and purposes mentioned in the instrument.



Terry Smith
 NOTARY PUBLIC in and for the
 State of Washington
 residing at: 201 Oregon St NW Ocean Shores WA 98579
 Commission expires: 05/28/29

EXHIBIT "A"**LEGAL DESCRIPTIONS OF THE PROPERTIES****The Scronce Property (Skagit County parcels P44162, P44178, P43823, & P43822)
As described by SWD AF# 201705240090:****PARCEL "A":**

That portion of Government Lot 8 of Section 13, Township 35 North, Range 8 East, W.M., lying Southwesterly of Great Northern Railway Company railroad right-of-way.

PARCEL "B":

The North 1/2 of Government-Lot 1 of Section 24, Township 35 North, Range 8 East, W.M.,

EXCEPT the South 300 feet thereof.

PARCEL "C":

That portion of the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 35 North, Range 8 East, W.M., lying Southerly of the Great Northern Railway Company railroad right-of-way and lying Westerly of that certain fence referred to in deed dated April 27, 1956, and recorded April 30, 1956, under Auditor's File No. 535303, records of Skagit County, Washington, executed by Henry N. Sjoboen, et ux to Magnus Miller, et ux;

EXCEPT that portion thereof lying Southerly of that certain strip conveyed to Charlene R. La Fleur by deed dated March 26, 1973, and recorded March 26, 1973, under Auditor's File No. 782484, records of Skagit County, Washington, described as follows:

That certain strip of land upon which there is now located an existing driveway running from the county road, in an Easterly and Westerly direction, to the South 300 feet of the North 1/2 of Government Lot 1, not exceeding 20 feet in width and lying within a 20 foot wide strip of land in the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 35 North, Range 8 East, W.M., lying Northerly of and adjacent to the following described line:

Beginning at a point on the West line of the county road, as the same existed on April 27, 1956, 162 feet Southerly of the intersection of said West line and the South line of the Great Northern Railway Company right-of-way, said point being the Southeast corner of that certain tract conveyed in deed to Magnus Miller, et ux, from Henry N. Sjoboen, et ux, dated April 27, 1956, recorded April 30 1956, under Auditor's File No. 535303, records of Skagit County, Washington; thence Westerly along Said South line of said tract to an existing fence line referred to in said deed; thence Westerly in a straight line to a point 20 feet South of the Northeast corner of the South 300 feet of the North 1/2 of Government Lot 1 of said Section, said point being the terminal point of said line

PARCEL D:

That portion of the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 35 North, Range 8 East, W.M., described as follows:

Beginning at a point of Intersection of the West line of the county road as the same existed on May 14, 1937, and the South right-of-way line of the Great Northern Railway Company right-of-way; thence 20 feet South along the West line of said county road extended, being the true point of beginning; thence Westerly and parallel with the South line of the Great Northern Railway Company right-of-way and 20 feet Southerly thereof a distance of 501 feet, more or less, to a fence line as referred to in deed dated April 27, 1956, and recorded April 30, 1956, under Auditor's File No. 535303, records of Skagit County, Washington, executed by Henry N. Sjoboen, et ux, to Magnus Miller, et ux; thence Southerly along said existing fence line a distance of 261 feet; thence in an Easterly direction to a point on the West right-of-way line of said above described county road extended Southerly to said point and a distance of 142 feet Southerly from the point of beginning; thence Northerly along the West line of said county road extended to the true point of beginning,

EXCEPT from the above described Parcels "C" and "D" that certain strip conveyed to Charlene R. La Fleur by deed dated March 26, 1973, and recorded March 26, 1973, under Auditor's File No. 782484, records of Skagit County, Washington, described therein as follows:

That certain strip of land upon which is now located an existing driveway running from the county road, in an Easterly and Westerly direction, to the South 300 feet of the North 1/4 of Government Lot 1, not exceeding 20 feet in width, and lying within a 20 foot wide strip of land in the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 35 North, Range 8 East, W.M., lying Northerly of and adjacent to the following described line:

Beginning at a point on the West line of the county road, as the same existed on April 27, 1956, 162 feet Southerly of the intersection of said West line and the South line of the Great Northern Railway Company right-of-way, said point being the Southeast corner of that certain tract conveyed in deed to Magnus Miller, et ux, from Henry N. Sjoboen, et ux, dated April 27, 1956, recorded April 30, 1956, under Auditor's File No. 535303, records of Skagit County, Washington; thence Westerly along South line of said tract to an existing fence line referred to in said deed; thence Westerly in a straight line to a point 20 feet South of the Northeast corner of the South 300 feet of the North 1/2 of Government Lot 1 of said Section, said point being the terminal point of said line.

PARCEL "E":

That portion of the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 35 North, Range 8 East, W.M., lying Southerly of the Great Northern Railway Company railroad right-of-way, Westerly of the West line of the county road as the same existed on May 14, 1937, Easterly of that certain fence referred to in deed dated April 27, 1956, and recorded April 30, 1956, under Auditor's File No. 525503, records of Skagit County, Washington, executed by Henry N. Sjoboen, et ux, to Magnus Miller, et ux, and Northerly of a line 20 feet South of and parallel with the Southerly line of the Great Northern Railway Company right-of-way.

Situate in Skagit County, Washington.

The Henderson & Vilardi Property (Skagit County parcel P44176)
Parcel A as described in SWD AF# 202108310150:

All that portion which is West of Thunderbird Lane County road and which was formerly railroad right of way, being 100 feet in width, located in the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 35 North, Range 8 East, W.M., and which was acquired by the Seattle and Northern Railway Company, predecessor in interest of the Grantor herein, by deed from Clarence A Rowley dated January 10, 1900, recorded in Book 40, Page 263, January 15, 1900.

Situate in Skagit County, Washington.

Land Development Engineering & Surveying
5160 Industrial Place, Suite 108
Ferndale, WA 98248
360-383-0620

R:\Common\Land Projects 2026\26039 - 9040 Thunderbird Lane Concrete - Scronce\Legal Descriptions\Exhibit A.docx

EXHIBIT "B"**LEGAL DESCRIPTIONS FOR
INGRESS & EGRESS EASEMENTS****From Scronce (Skagit County parcel P44178) to Henderson & Vilardi (Skagit County parcel P44176)**

A tract of land within the Northeast Quarter of the Northeast Quarter of Section 24, Township 35 North, Range 8 East of the W.M., being more particularly described as follows:

Beginning at the intersection of the West margin of Thunderbird Lane and the South line of the Abandoned Great Northern Railway, as shown on that particular record of survey recorded under Skagit County Auditor's file number 200804090082, records of Skagit County, Washington, being also the South property corner of the Nelles Property on the said Record of Survey. Thence following the said West margin of Thunderbird Lane along a curve to the right, whose center bears North 63°12'04" West with a radius of 585.00 feet, through a central angle of 00°06'56" for an arc distance of 1.18 feet; Thence, departing said curve to the right, North 63°57'56" West for a distance of 144.34 feet; Thence North 58°19'16" West for a distance of 41.12 feet; Thence North 54°15'04" West for a distance of 44.51 feet; Thence North 48°26'25" West for a distance of 22.75 feet; Thence North 41°33'35" East for a distance of 10.35 feet to the above said South line of the Great Northern Railway and the beginning of a non-tangent curve to the left whose center bears North 36°56'36" East with a radius of 1,482.39 feet; Thence Southeasterly along said curve to the left through a central angle of 9°39'46" and for an arc distance of 250.00 and to the **Point of Beginning**.

Situate in Skagit County, Washington.

From Henderson & Vilardi (Skagit County parcel P44176) to Scronce (Skagit County parcel P44178)

A tract of land within the Northeast Quarter of the Northeast Quarter of Section 24, Township 35 North, Range 8 East of the W.M., being more particularly described as follows:

Beginning at the intersection of the West margin of Thunderbird Lane and the South line of the Abandoned Great Northern Railway, as shown on that particular record of survey recorded under Skagit County Auditor's file number 200804090082, records of Skagit County, Washington, being also the South property corner of the Nelles Property on the said Record of Survey. Thence following the said South Line of the Abandoned Great Northern Railway along a curve to the right whose center bears North 27°16'51" East with a radius of 1,482.39 feet, through a central angle of 19°59'35" for an arc distance of 517.27 feet; Thence departing from said South line South 67°40'33" East for a distance of 11.59 feet; Thence South 52°27'31" East for a distance of 46.73 feet; Thence South 48°26'25" East for a distance of 231.07 feet; Thence South 54°15'04" East for a distance of 42.78 feet; Thence South 58°19'16" East for a distance of 39.42 feet; Thence South 63°57'56" East for a distance of 143.32 feet to the above said West margin of Thunderbird Lane and the beginning of a non-tangent curve to the right whose center bears North 65°02'40" West with a radius of 585.00 feet; Thence along said curve to the right through a central angle of 01°50'36" and for an arc distance of 18.82 feet to the **Point of Beginning**.

Situate in Skagit County, Washington.



Prepared by Land Development Engineering & Surveying
5160 Industrial Place, Suite 108
Ferndale, WA 98248
360-383-0620

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