

**NO EXCISE TAX
REQUIRED**

JUN 30 2017

KIRKE SIEVERS, Snohomish County Treasurer

by KIRKE SIEVERS

After Recording Return to:

Anne DeVoe Lawler
Jameson Babbitt Stites & Lombard, P L L C
801 Second Avenue, Suite 1000
Seattle, WA 98104.



201706300752 14 PGS
06/30/2017 2:41pm \$86.00
SNOHOMISH COUNTY, WASHINGTON

Document Title or Titles

Reciprocal Access Easement

Reference Nos. of Documents Referenced

Name of Grantor:

- 1 RPI Arlington LLC, a Washington limited liability company
- 2 Mayo Properties, LLC

Name of Grantee:

- 1 RPI Arlington LLC, a Washington limited liability company
- 2 Mayo Properties, LLC

Pages referencing additional names:

None

500041525
**INSURED BY
CHICAGO TITLE**

Abbreviated Legal Description:

Tracts A, B, C and D, Boundary Line Adjustment PLN 2013-58, Rec No 201402215006

PN SW/SE 11-31-5

Additional Legal Description Found On:

The complete legal description is on Pages 9-10

Assessor's Property Tax Parcel Number or Account Numbers

31051100400700, 31051100304100, 31051100305400

RECIPROCAL ACCESS EASEMENT

This Reciprocal Access Easement ("Easement") is made on this ~~12th~~ day of May, 2017 by RPI Arlington LLC, a Washington limited liability company ("RPI") and by Mayo Properties, LLC, a Washington limited liability company ("Mayo").

RECITALS

A. RPI is the owner of the real property legally described on Exhibit A attached hereto and incorporated herein (the "RPI Property")

B. Mayo is the owner of the real property legally described on Exhibit B attached hereto and incorporated herein (the "Mayo Property")

C. The fee owners of the Properties are sometimes individually referred to as a "Owner" and collectively as the "Owners."

D. The Owners intend to declare, reserve, grant and establish certain reciprocal and non-exclusive easements with respect to the Properties, all as is more fully set forth herein

NOW, THEREFORE, in consideration of the recitals and mutual obligations set forth herein, the parties agree as follows

1 Grant of Reciprocal Access Easements

A. RPI, for and on behalf of itself and its respective successors in interest and assigns, hereby grants to Mayo, for the benefit of the Mayo Property, a perpetual non-exclusive easement and right-of-way for access over and across that portion of the RPI Property which is legally described in Exhibit C and visually depicted on Exhibit E attached hereto, both incorporated herein by reference ("RPI Easement Area"). It is intended that this easement not merge by virtue of the benefitted and burdened Owner of any Properties being one and the same

B. Mayo, for and on behalf of itself and its respective successors in interest and assigns, hereby grants to RPI, for the benefit of the RPI Property, a perpetual non-exclusive easement and right-of-way for access over and across that portion of the

Mayo Property which is legally described in Exhibit C and visually depicted on Exhibit D attached hereto, both incorporated herein by reference ("Mayo Easement Area") It is intended that this easement not merge by virtue of the benefitted and burdened Owner of any Properties being one and the same

2 Obstruction No Owner will, individually or jointly, without the unanimous consent of all Owners, erect any fence (other than temporary construction fences required to protect the public during periods of construction or maintenance) or structure within the Easement Area located on the Property owned by that Owner, its successors or assigns, nor unreasonably obstruct or interfere with the reasonable use of the rights herein granted Mayo expressly agrees, however, that the temporary parking, loading or unloading of delivery trucks by RPI or its tenant within the RPI Easement Area shall not be considered an unreasonable obstruction, interference with or unreasonable use of the Easement

3 Use The Owners individually and jointly acknowledge, declare and establish that these Easements are to be used by and for the benefit of the parties hereto, as Owners of their respective Lots, and their respective successors and assigns, and respective lessees, sub-lessees, tenants, sub-tenants, business invitees, employees and agents, for the specific purposes stated herein and for no other purpose As used herein, the word "access" shall mean and include the right of ingress and egress for pedestrian and vehicular traffic by the parties hereto, as Owners of their respective Properties, and/or their respective successors, assigns, lessees, sublessees, tenants, sub-tenants, business invitees, employees and agents to and from adjoining public roads and/or private roads within the Properties The Easement rights created hereunder shall be used reasonably and any unreasonable use may be enjoined by the Owner of the Property adversely affected

4 Maintenance Each Owner shall maintain that portion of the Easement Area including the paved roadway surfaces located thereon, which is located on its own Property at that Owner's sole cost and expense in a reasonably good and safe condition If any Owner fails to so maintain the Easement Area located on its own Property (the "Defaulting Owner"), and such failure continues for thirty (30) days after written notice from any other Owner, then the other Owner seeking to enforce the obligations herein ("Enforcing Owner") may, but is not obligated to, perform such maintenance to repair or maintenance, and in such event, the Defaulting Owner shall reimburse the Enforcing Owner for its proportionate share of the reasonable cost thereof, provided that Enforcing Owner furnishes to the Defaulting Owner reasonable evidence of the basis for any reimbursements required hereunder Any unpaid amounts shall bear interest at twelve percent (12%), and such amounts shall be a lien on the Defaulting Owner's Property, foreclosable as provided by law provided that such lien shall be subordinate to any first lien mortgage or deed of trust recorded on the Defaulting Owner's Property

5 Indemnification Owners of each Property shall defend, indemnify and hold harmless each other, and each of their respective officials, officers, employees, agents and representatives for any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by the indemnified party in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of the indemnifying party, and their respective agents, employees, contractors and assigns in the exercise of the rights or obligations granted under this Easement

6. General

(a) Notices Any notice or invoice to be given hereunder must be in writing and delivered in person, or by reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, to Owner at the address indicated below. Should any party other than Owner be entitled to notice hereunder, then notice to such party shall be delivered or sent to such party at the address provided by any such party to Owner and to any other parties entitled to notice hereunder in accordance with the terms of this Easement. Any party entitled to notice may change that party's address for notice by providing written notice to all other parties entitled to notice hereunder.

RPI

RPI Arlington LLC
Attn: Michael McKernan
2618 Second Avenue
Seattle, WA 98121

Copy to

Anne Lawler
Jameson Babbitt Stites & Lombard PLLC
801 Second Avenue, Suite 1000
Seattle, WA 98104

Mayo

Mayo Properties, LLC
Attn: Rod Mayo
7423 204th St NE
Arlington, WA 98223

Copy to

Patrick McKenzie
Marsh Mundorf Pratt Sullivan + McKenzie, P S C
4220 132nd St SE, Suite 201
Mill Creek, WA 98012

Notices are effective on the date of delivery (or refusal to accept delivery), if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the earlier of the date of actual delivery as shown by the addressee's receipt or the expiration of three (3) days following the date of mailing

(b) Attorneys Fees In the event any party institutes any legal proceeding for the enforcement of any right or obligation contained in this Easement, the substantially prevailing party in such proceeding is entitled to recover from the unsuccessful party the costs and reasonable attorneys' fees incurred in the preparation and prosecution thereof

(c) Amendment This Easement may be terminated, modified or amended only by the written consent of all record Owners of the Properties Any such termination, modification or amendment of this Easement must be evidenced by a document that has been fully executed and acknowledged by all such Owners and recorded in the official records of Snohomish County, Washington

(d) Runs With Land All easements, rights and obligations set forth in this Easement run with the land and bind every person having any fee, leasehold or other interest in the Properties and inure to the benefit of the respective parties and their successors, assigns, tenants, heirs, and personal representatives However, no easement or other right or benefit accruing under this Easement in favor of any party is assignable, transferable or otherwise delegable to or for the benefit of neighboring real property

(e) Term Except as may be otherwise set forth herein, the Term of this Easement shall be perpetual

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first written above

RPI:

RPI ARLINGTON LLC,
a Washington limited liability company

By _____
Name _____
Its Manager _____

Mayo:

MAYO PROPERTIES, LLC,
a Washington limited liability company

By *Radney R. Mayo*
Name *Radney R. Mayo*
Its *Manager*

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first written above

RPI:

RPI ARLINGTON LLC,
a Washington limited liability company

Mayo:

MAYO PROPERTIES, LLC,
a Washington limited liability company

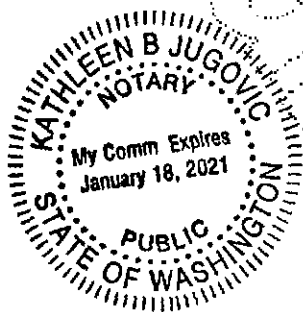
By *Evan Wang*
Name *Evan Wang*
Its Manager

By _____
Name _____
Its _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this 4th day of May, 2017 before me personally appeared Evan Wong to me known to be the Manager of **RPI ARLINGTON LLC**, the limited liability company that executed the within and foregoing instrument, and acknowledged the same 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 THEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written



Kathleen B Jugovic
(Signature of Notary)

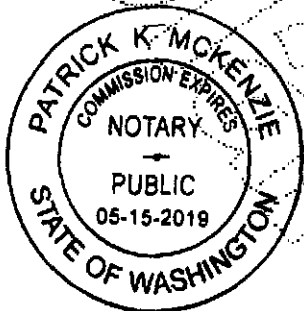
Kathleen B Jugovic
(Printed Name of Notary)

Notary Public in and for the
State of Washington, residing at Sumner
My Commission expires on 1-18-21

STATE OF WASHINGTON)
COUNTY OF Snohomish) ss

On this 11th day of May, 2017 before me personally appeared Redney R. Mayo to me known to be the Manager of **MAYO PROPERTIES, LLC**, the limited liability company that executed the within and foregoing instrument, and acknowledged the same 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 THEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written



[Signature]
(Signature of Notary)

Patrick K. McKenzie
(Printed Name of Notary)

Notary Public in and for the
State of Washington, residing at Sedro Woolley, wa.
My Commission expires on 5-15-2019

EXHIBIT A

Legal Description of RPI Property

Tract C, City of Arlington Boundary Line Adjustment 2013-58, recorded under Auditor's File No 201402216006, and as revised by Affidavit of Correction recorded under Auditor's File Numbers 201404150636 and 201411050281, records of Snohomish County, Washington, being a portion of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 11, Township 31 North, Range 5 East of the Willamette Meridian

Situate in the County of Snohomish, State of Washington

EXHIBIT B

Legal Description of Mayo Property

Tracts A, B, and D, City of Arlington Boundary Line Adjustment 2013-58, recorded under Auditor's File No 201402216006, and as revised by Affidavit of Correction recorded under Auditor's File Numbers 201404150636 and 201411050281, records of Snohomish County, Washington, being a portion of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 11, Township 31 North, Range 5 East of the Willamette Meridian

Situate in the County of Snohomish, State of Washington

EXHIBIT C

Legal Description of the Access Easements

TRACT A, B, C, AND D, CITY OF ARLINGTON BOUNDARY LINE ADJUSTMENT FILE NO 2013-58, AS RECORDED UNDER AUDITOR'S FILE NO 201402215006, AND BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 11 TOWNSHIP 31 NORTH, RANGE 5 EAST, W M, IN SNOHOMISH COUNTY, WASHINGTON, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

A STRIP OF LAND LYING 30 00 FEET IN WIDTH, CENTERED ON THE FOLLOWING DESCRIBED CENTERLINE COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF TRACT B CITY OF ARLINGTON NO 2013-58, AS RECORDED UNDER AUDITOR'S FILE NO 201402215006 AND A POINT ALONG THE NORTHERLY RIGHT-OF-WAY OF 204TH STREET NE,
THENCE N 01° 25' 56" E ALONG THE EASTERLY LOT LINE FOR A DISTANCE OF 275 23 FEET,
THENCE N 89° 06' 06" E ALONG THE EASTERLY LOT LINE FOR A DISTANCE OF 143 68 FEET,
THENCE S 00° 53' 54" E ALONG THE EASTERLY LOT LINE FOR A DISTANCE OF 275 00 FEET,
ADDITIONALLY, A STRIP OF LAND LYING 24 00 FEET IN WIDTH, CENTERED ON THE FOLLOWING DESCRIBED CENTERLINE COMMENCING AT THE SOUTHWESTERLY CORNER OF TRACT C, CITY OF ARLINGTON NO 2013-58, AS RECORDED UNDER AUDITOR'S FILE NO 201402215006, THENCE N 00° 53' 54.40" W A DISTANCE OF 49 10 FEET TO THE POINT OF BEGINNING
THENCE S 89° 06' 06" W FOR A DISTANCE OF 153 12 FEET;
ADDITIONALLY, A STRIP OF LAND LYING 24 00 FEET IN WIDTH, CENTERED ON THE FOLLOWING DESCRIBED CENTERLINE COMMENCING AT THE SOUTHWESTERLY CORNER OF TRACT C, CITY OF ARLINGTON NO 2013-58, AS RECORDED UNDER AUDITOR'S FILE NO 201402215006, THENCE N 00° 53' 54 40" W A DISTANCE OF 278 00 FEET TO THE POINT OF BEGINNING
THENCE N 89° 06' 06" E FOR A DISTANCE OF 185 53 FEET;
SITUATE IN THE CITY OF ARLINGTON, COUNTY OF SNOHOMISH, STATE OF WASHINGTON EASEMENT AREA TOTALS 27,849 27 SQUARE FEET

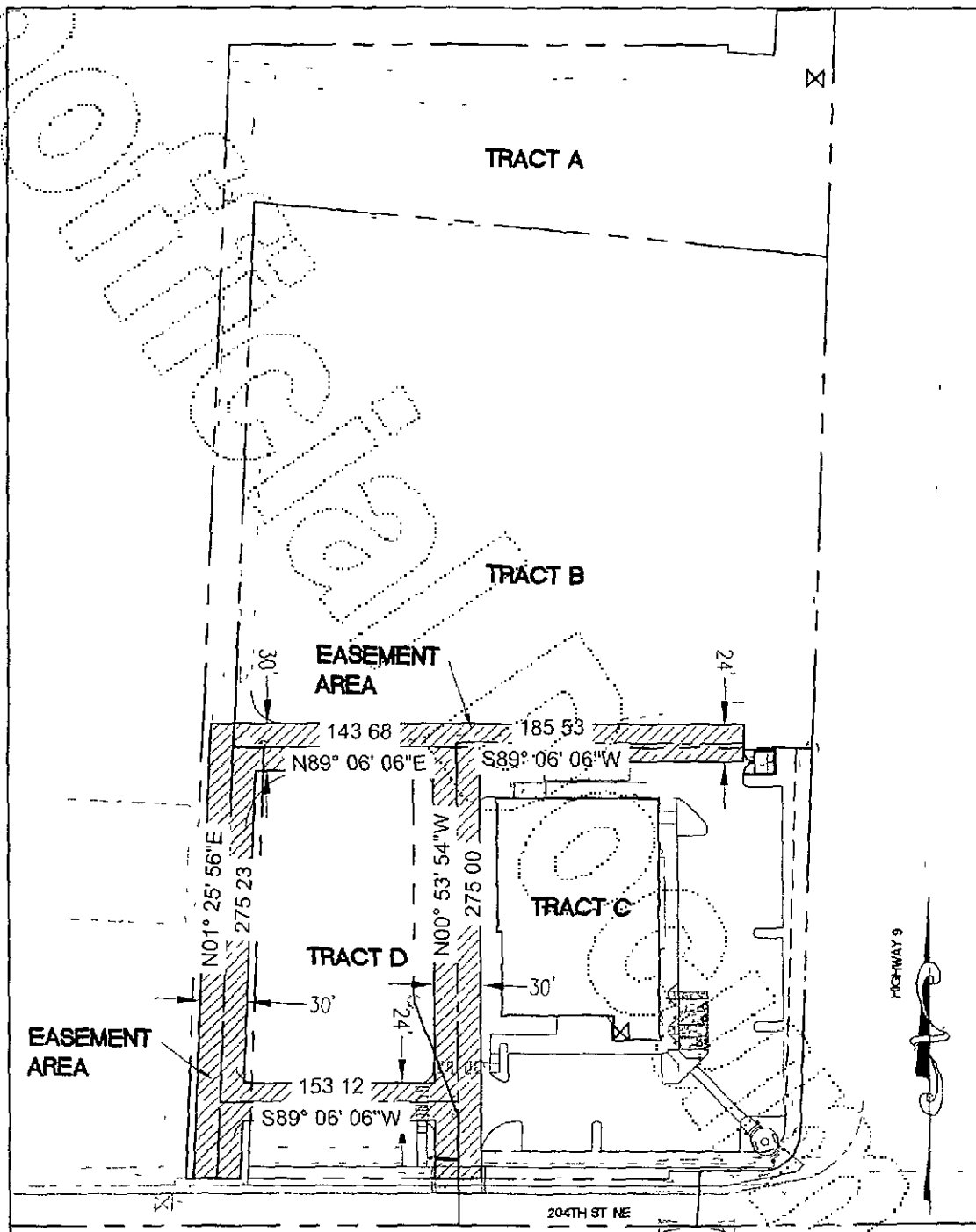
EXHIBIT D

Depiction of Access Easements

[See attached]

Unofficial Document

UNAPPROVED



1 05 Westlake Ave. N
Suite 305
Seattle WA 98105

T (206) 522 9510
F (206) 522 8311
www.PacLand.com

ARLINGTON RPI
7423 204TH ST NE
ARLINGTON, WA

SCALE 1" = 100'

05/01/2017

UNAPPROVED