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


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03/09/2018 2:23pm \$94.00
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Document Title(s) (or transactions contained therein): RECIPROCAL EASEMENT AGREEMENT - STORM	CHICAGO 502265896-1 2/1/14
Reference Number(s) of Documents assigned or released: (on page ___ of documents(s))	
Grantor(s) (Last name first, then first name and initials) 1. RPI Arlington LLC, a Washington limited liability company 2. Mayo Properties, LLC, a Washington limited liability company <input type="checkbox"/> Additional names on page ___ of document	
Grantee(s) (Last name first, then first name and initials): 1. RPI Arlington LLC, a Washington limited liability company 2. Mayo Properties, LLC, a Washington limited liability company <input type="checkbox"/> Additional names on page ___ of document	
Legal description (abbreviated i.e. lot, block, plat or section, township, range) Tracts C and D, Boundary Line Adjustment PLN 2013-58, Rec No 201402216006 <input checked="" type="checkbox"/> Full legal is on page 13, 14 & 16 of document. STR 11-31-05 SW/SE	
Assessor's Property Tax Parcel/Account Number 31051100304100; 31051100305400	

RECIPROCAL EASEMENT AGREEMENT – STORM DRAINAGE

This Reciprocal Easement Agreement (“Easement”) is made on this 9th day of March, 2018 by RPI Arlington LLC, a Washington limited liability company (“RPI”) and by Mayo Properties, LLC, a Washington limited liability company (“Mayo”) (each an “Owner” or “Grantor,” and collectively the “Grantors” or “Owners”) for the benefit of all properties described herein, and for all respective successors, assigns, and tenants, of these properties (“Grantees”)

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 described in Exhibit B attached hereto (the “Mayo Property”)

C Collectively the RPI and Mayo Properties are referred to herein as the “Grantee Parcels” or “Grantee Properties”

D. Grantors hereby declare the following reciprocal easement to benefit and burden the Grantee Properties according to the terms and conditions set forth herein with respect to a nonexclusive perpetual easement over, under, across and through the “Storm Drainage Easement” (as defined herein) for access to, construction of, use of, repair of, maintenance of and replacement of (if necessary) the storm drainage facilities, (“Storm Drainage Easement”) benefiting the Grantee Properties, including but not limited to the underground infiltration system, storm treatment vault, and all piping associated therewith. The approximate location of the Storm Drainage Easement is as depicted on Exhibit C attached hereto and such Storm Drainage Easement is legally described on Exhibit C-1 hereto, both incorporated herein

AGREEMENT

NOW, THEREFORE, for and in consideration of the payment of the sum of Thirty Thousand and no/100 Dollars (\$30,000 00) by RPI to Mayo (“Consideration”) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby grant, declare and convey to all Grantees and their respective successors and assigns and for the benefit of their respective employees, agents, contractors, tenants and invitees (collectively “Permittees”) to the Grantee Properties, the following perpetual easements over, under, across and through the affected Storm Drainage Easement, subject to and conditioned upon the following terms, conditions and covenants which Grantors and each Grantee hereby promises to faithfully and fully observe and perform. Each Grantor also shall be a Grantee so long as Grantor (or its affiliate) owns one or more of the Grantee Parcels

1. Storm Drainage Easement

Grantors grant, declare and convey to the Grantee Properties, the Grantee Property Owners, and their respective Permittees, a nonexclusive perpetual easement over, under, across and for the use of the common "Storm Drainage Easement" The location of the Storm Drainage Easement is as shown on Exhibit C. The legal description of the Storm Drainage Easement is as described on Exhibit C-1.

a. So long as RPI is an owner (through an affiliate or otherwise) of one of the Grantee Properties, RPI shall be the "Maintaining Owner" and shall have the primary responsibility for the construction, maintenance, repair and replacement obligations of the Storm Drainage Easement (including all actual and reasonable out of pocket expenses incurred with respect thereto) (collectively the "Storm Drainage Easement Costs"), subject to reimbursement as hereinafter described. At such time as RPI no longer owns (through an affiliate or otherwise) any Grantee Property and has provided written notice of such fact to each of the other Grantee Property Owners, then the owner of the RPI Property shall assume these responsibilities as Maintaining Owner, subject to reimbursement as hereinafter described.

b. Subject to the limitation stated in this Section, the Grantee Property Owners of the Grantee Properties shall bear a Pro Rata (by total land square footage of each respective parcel) share of the actual and reasonable out of pocket expenses incurred as the Storm Drainage Easement Costs associated to be paid in accordance with Section 2 below, except to the extent any such Storm Drainage Easement Costs are due to the negligent act or omission or intentional act of any Grantee Property Owner or its respective tenants, contractors, agents, employees or invitees, in which case the affected Grantee Property Owner shall bear the burden of the Storm Drainage Easement Cost associated with such negligent act or omission or intentional act. The Pro Rata share of each Parcel is as follows

Initial Design and Construction of the Storm Drainage Facilities
RPI Property 100%

Post Construction Maintenance, Repair and Replacement
RPI Property-69 1%
Mayo Property-30 9%

c. At such time as the Mayo Property Owner desires to connect its Property to the Storm Drainage Facilities, the Mayo Property Owner shall contact the RPI Property Owner with the proposed plans and connections The parties shall cooperate reasonably to allow the connection to occur, provided that the Mayo Property Owner shall be responsible for all costs and expenses associated with the design, permitting, modifications and construction related to its connection to the Storm Drainage Facilities, and shall not unreasonably disturb any tenants and/or occupants on the RPI Property with such construction and modification activities The parties further agree to amend this Easement as necessary to acknowledge the connection and location of the Mayo Property connections, as well as any modifications to the Storm Drainage Facilities related thereto

2. Reimbursement of Expenses; Cure Rights

a. Any and all reimbursements due from a Grantee Property Owner shall be due and payable within fifteen (15) days after receipt of an invoice therefor accompanied by reasonable backup documentation; provided that, the owner of the Mayo Property shall not be required to contribute to Storm Drainage Easement Costs until such time as the Mayo Property is developed, which shall be defined as the date on which a site development permit is issued for the Mayo Property. No Storm Drainage Maintenance Costs shall accrue to the Mayo Property Owner until such time.

The Maintaining Owner shall maintain books and records of Storm Drainage Easement Costs for a period of two (2) years after the date of invoice. Any unpaid sum shall bear interest at twelve percent (12%) per annum until paid, and the Maintaining Owner shall be entitled to record the unpaid assessment as a lien on the property of the non-paying Grantee Property Owner. All assessments which are unpaid more than fifteen (15) days after receipt of an invoice and reasonable backup documentation will take the form of a lien for the purposes of foreclosure.

b. If the Maintaining Owner fails to discharge its obligations hereunder, any Grantee Property Owner may give written notice of such default, and if the Maintaining Owner does not cure such default within thirty (30) days (or commence to cure such default within thirty (30) days for those defaults that cannot reasonably be cured within thirty (30) days) and uses commercially reasonable diligence thereafter to complete any such cure, than any Grantee Property Owner may, as its sole remedy, take over such item of maintenance, repair or replacement by giving a second notice to all Grantee Property Owners and may collect costs in the same manner as provided the Maintaining Owner hereunder.

3. Easement Cost Reimbursement. RPI shall receive a credit for the Consideration paid for this easement in the event RPI or an entity controlled by the same members as RPI enters into a contract to purchase the Mayo Property and closes the purchase and sale within two (2) years of the date of this Easement. The credit shall be realized by RPI at sale closing as a credit against the purchase price paid at sale closing. This right shall be personal to RPI and the parties specified herein and shall not apply to a successor owner of the RPI Property. RPI shall pay any and all real estate excise tax due upon recording of the easement and related recording fees. RPI shall pay to Mayo Properties, LLC the sum of (\$2,500) within five (5) business days of mutual execution of this easement as reimbursement of its attorney's fees incurred in the review and approval of this easement.

4. Relocation of Facilities. In the event the location of the Storm Drainage Easement or the storm drainage facilities therein materially interferes with a sale or proposed development on the Mayo Property, Mayo may request that all or a portion of the storm drainage facilities located on the Mayo Property be relocated to facilitate the planned sale or development and that this Easement be amended to reflect such relocation. The relocation and revision of the Easement shall be done at RPI's sole cost and expense, except as set forth below. Relocation of the treatment vault may only be to one of the two locations depicted on Exhibits D-1 and D-2 at Mayo's option without

RPI's additional consent, subject however to approval by the City of Arlington Mayo shall provide six (6) months advance written notice of a request to relocate the facilities Promptly following such notice RPI shall be given an opportunity to review and comment on the proposed development to see if an alternative design exists that would eliminate the need for the relocation *without materially increasing (more than 10%) the development costs of the alternative design* In the event the parties disagree that the current storm drainage facilities materially interfere with a sale or proposed development on the Mayo Property, either party may request arbitration by written notice to the other party. If the parties cannot agree on an experienced real estate arbitrator within 10 days of the notice of arbitration, then the parties shall submit the matter to JAMS in Seattle, Washington, for arbitration, the costs of which shall be equally shared by the parties If RPI agrees that relocation is warranted, or if ordered to do so by the arbitrator, RPI will diligently pursue permits and carry out the relocation with commercially reasonable expedience at its sole cost and expense. In the event that Mayo does not make its request until after the third anniversary of the recording of this Easement, then in such event all costs of relocating the treatment vault and related costs and expenses (including amending and revising this Easement) shall be done at Mayo's sole cost and expense.

5. Compliance with Laws and Rules

Each Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time to time amended) of any public authority having jurisdiction and all applicable statutes, orders, rules and regulations

6. Grantees' Use and Activities

Any Grantee's entry upon and any work to be performed by a Grantee within the Storm Drainage Easement shall be completed in a careful and workmanlike manner, free of claims or liens. Any Grantee shall cause any liens filed against any Grantee Property other than their own as a result of that Grantee's work to be removed within thirty (30) days written notice, or to post a bond equal to 150% of any such lien to protect the title to the affected Property. Upon completion of any entry or work, each Grantee shall promptly remove all debris and restore the affected Storm Drainage Easement to its equivalent condition as existed at the commencement of such entry or work.

7. Insurance and Indemnification

a. Each Grantee shall (or during any period of construction shall cause its general contractor to), at its sole cost and expense, procure and continue in force a Commercial General Liability Insurance policy providing limits of not less than two million dollars (\$2,000,000 00) combined single limit of liability applicable to both bodily injury and property damage per occurrence in aggregate. Any insurance policies required hereunder, including the general contractor's insurance, shall name Grantor, and the other Grantees as additional insureds. Each Grantee shall furnish Grantor and the other Grantees with evidence of said insurance coverage within ten (10) days of taking title to such Grantee Property (but retroactive to the date title passed to the affected Grantee).

b. In addition to the foregoing, each Owner ("Indemnitor") shall indemnify, defend and hold the other Owners, and their respective employees, officers, directors, agents, tenants and invitees (the "Indemnified Parties") harmless from and against any loss, cost, damage, injury, expense (including reasonable attorney's fees), cause of action, arbitration, claim and/or lien arising, filed or made against or incurred by any of the Indemnified Parties arising or incurred by reason of the acts or omissions of the Indemnitor or its Permittees in the use of the applicable Storm Drainage Easement or the exercise of the rights granted hereunder and/or the failure of the Indemnitor to promptly perform all or any of its obligations under this Reciprocal Easement Agreement, and/or the unreasonable interruption of or interference with the rights of the Indemnified Parties to use the Storm Drainage Easement. This indemnity includes, without limitation, third party claims by any government agency or authority regarding permits for work or the authority of the Indemnitor to perform construction work on any other Property. The foregoing indemnification shall not cover any loss, cost, damage, injury, expense (including attorneys' fees), cause of action, arbitration, claim or lien to the extent the same is caused by the negligent act or omission or intentional act of the Indemnified Parties, their respective employees or agents, or the negligent act or omission or intentional act of any other Indemnified Party. The provisions of this Section 7(b) shall survive the expiration or earlier termination of this Reciprocal Easement Agreement.

8. Specific Performance

In the event of a breach or default, or threatened breach or default by any Grantee or Grantor under this Reciprocal Easement Agreement, the non-defaulting parties shall have the right, in addition to all other rights under law or in equity, to obtain an injunction and enforce specific performance against the defaulting party

9. Time

Time is of the essence under this Reciprocal Easement Agreement.

10. Condition of Easement.

The Grantors do not warrant or represent that the area comprising the Storm Drainage Easement is safe, healthful or suitable for the purposes for which it or they are permitted to be used under the terms of this Reciprocal Easement Agreement, and each Grantee accepts the Storm Drainage Easement in its present condition

11. Entire Understanding

The parties hereto hereby agree that the Grantors have not made any representations, statements, warranties or agreements to any Grantee or others with respect to any condition or thing other than as specifically set forth herein. This Reciprocal Easement Agreement embodies the entire understanding of the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Reciprocal

Easement Agreement may be amended or modified only by an instrument signed by the current owners of the Grantee Properties and RPI, if RPI has not yet been paid for the initial construction.

12. Notices

Notices required to be in writing under this Reciprocal Easement Agreement shall be personally served or sent by certified mail return receipt requested or delivery by a recognized national overnight courier which record verification of delivery. Any notice given by hand shall be deemed given when delivered and any notice sent by certified mail return receipt requested or delivery shall be deemed to have been received when three days have elapsed from the time such notice was deposited in the U.S. mail, postage prepaid, and addressed as follows.

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 204 th St. NE Arlington, WA 98223
Copy to	Patrick McKenzie Marsh Mundorf Pratt Sullivan + McKenzie, P.S.C. 4220 132 nd St SE, Suite 201 Mill Creek, WA 98012

Either party may change the address to which notices may be given by giving notice as above provided.

13. Title

The rights granted herein are subject to all matters of record as of the date hereof

14. Covenants Running with the Land and Release From Liability

The terms and conditions of this Reciprocal Easement Agreement shall be covenants running with the land, and shall burden and benefit Grantor, and each Grantee and their respective successors and assigns in interest of the Grantor Property and the Grantee Properties, respectively. Any person acquiring fee title to the Grantor Property or any Grantee Property, or any portion thereof,

shall be bound by this Reciprocal Easement Agreement only during the period such person is the fee owner of such property, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section 14, the easement, covenants and restrictions of this Reciprocal Easement Agreement shall continue to benefit the Grantee Properties and burden the Grantor Property and run with the land.

15. Termination

No termination of this Reciprocal Easement Agreement shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination.

16. Attorneys' Fees

In the event any party hereunder brings a legal action against any other party to enforce its rights hereunder, the substantially prevailing party shall be entitled to receive reimbursement from the non-prevailing party or parties of such prevailing party's costs incurred in such legal action (including the costs of appeal), including the reasonable fees and disbursement of the prevailing party's attorneys, in addition to all other rights and remedies available to the prevailing party at law or in equity.

17. No Merger of Estates

The easement(s) granted herein shall not extinguish or terminate by operation of the doctrine of merger or otherwise due to the existing or future common ownership of the real property described herein.

18. Choice of Law

This Reciprocal Easement Agreement shall be governed by the law of the State of Washington, exclusive of its choice of law rules.

19. Warranty and Representation of Authority

The parties each represent to the other that the person or persons executing this Reciprocal Easement Agreement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to entry into this Reciprocal Easement Agreement, and the obligations hereunder, have been obtained.

20. Negation of Partnership

None of the terms or provisions of this Reciprocal Easement Agreement shall be deemed to create a partnership between or among the parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

21. Singular and Plural

Whenever required by the context of this Reciprocal Easement Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

22. Severability

Invalidation of any of the provisions contained in this Reciprocal Easement Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect.

23. Captions and Capitalized Terms

The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Reciprocal Easement Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Reciprocal Easement Agreement.

24. Non-Waiver

The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

25. No Termination Upon Breach

It is expressly agreed that no breach of this Reciprocal Easement Agreement shall entitle any party to cancel, rescind or otherwise terminate this Reciprocal Easement Agreement, provided, however that this provision shall not limit or otherwise affect any other right or remedy which such party may have hereunder by reason of any breach of this Reciprocal Easement Agreement.

26. Successors and Assigns.

This Reciprocal Easement Agreement shall be binding upon and inure to the benefit of Grantor and each Grantee and their respective successors and assigns.

27. Counterparts.


This Reciprocal Easement Agreement may be executed in counterparts, each of which shall be considered an original, but the counterparts together

[The remainder of this page is intentionally left blank.]

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

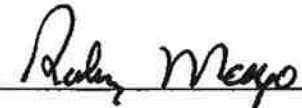
RPI:

RPI ARLINGTON LLC
A Washington limited liability company

By: 
Evan Wong
Manager

Mayo:

MAYO PROPERTIES, LLC,
a Washington limited liability company

By: 
Name: Rodney Mayo

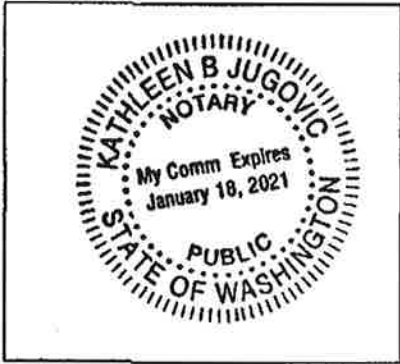
Its: Manager

STATE OF WASHINGTON)
)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document

On this 12 day of March, 2018, 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 said 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

WITNESS my hand and official seal hereto affixed the day and year first above written.



(Use This Space for Notarial Seal Stamp)

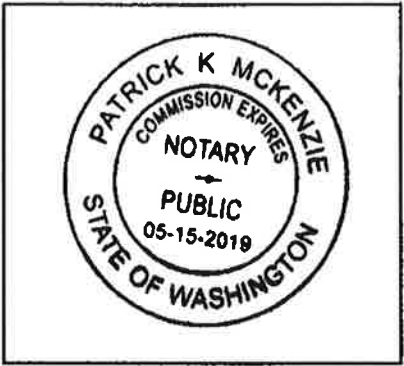
Kathleen B Jugovic
Notary Public in and for the State of Washington,
residing at Sumner WA
My commission expires: 1-18-21
Kathleen B Jugovic
[Type or Print Notary Name]

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) SS

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 9th day of March, 2018, before me personally appeared Rodney 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 said 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.

WITNESS my hand and official seal hereto affixed the day and year first above written



(Use This Space for Notarial Seal Stamp)

Patrick K. McKenzie
Notary Public in and for the State of Washington,
residing at *Snohomish*
My commission expires: *5-15-2019*

[Type or Print Notary Name]

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

Tract 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
DEPICTION OF STORM DRAINAGE EASEMENT

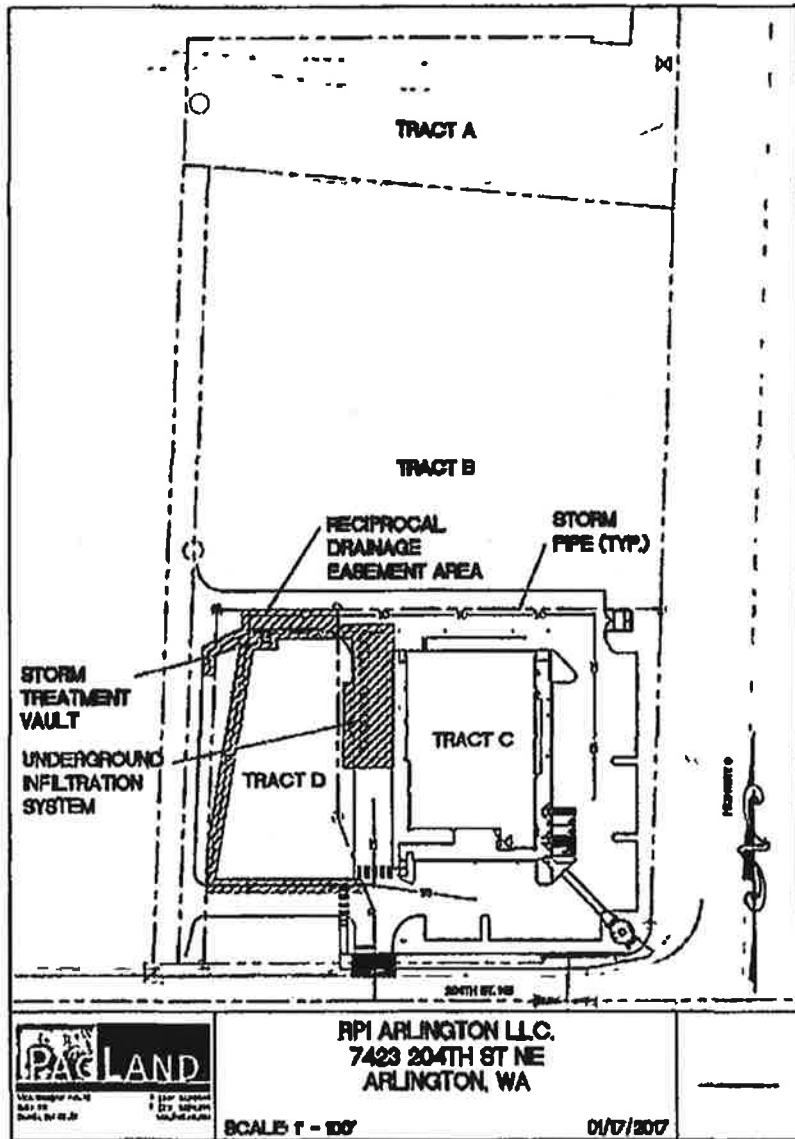


EXHIBIT C-1
Legal Description of Storm Drainage Easement

EASEMENT AREA TRACT D

TRACT 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.

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF TRACT D CITY OF ARLINGTON NO 2013-58, AS RECORDED UNDER AUDITOR'S FILE NO 201402215006;

THENCE S 00° 53' 54" E ALONG THE EASTERLY LOT LINE FOR A DISTANCE OF 22 27 FEET,

THENCE S 88° 32' 51" W A DISTANCE OF 48 17 FEET,

THENCE S 00° 57' 47" E A DISTANCE OF 7 75 FEET,

THENCE S 89° 02' 13" W A DISTANCE OF 18 94 FEET,

THENCE S 08° 36' 28" W A DISTANCE OF 181 74 FEET,

THENCE N 89° 06' 06" E A DISTANCE OF 115 68 FEET TO A POINT ON THE EASTERLY PROPERTY LINE,

THENCE S 22° 08' 55" E ALONG THE EASTERLY LINE FOR A DISTANCE OF 10.73 FEET,

THENCE S 89° 06' 06" W A DISTANCE OF 126 92 FEET TO A POINT ON THE WESTERLY PROPERTY LINE,

THENCE N 01° 25' 56" E ALONG THE WESTERLY LINE FOR A DISTANCE OF 35 25 FEET,

THENCE N 08° 36' 28" E A DISTANCE OF 161 00 FEET,

THENCE S 64° 41' 56" W A DISTANCE OF 22 53 FEET TO A POINT ON THE WESTERLY PROPERTY LINE,

THENCE N 01° 25' 56" E ALONG THE WESTERLY LINE FOR A DISTANCE OF 11 20 FEET,

THENCE N 64° 41' 56" E A DISTANCE OF 23 41,

THENCE N 00° 53' 54" W FOR A DISTANCE OF 14 19 FEET TO A POINT ON THE NORTH PROPERTY LINE,

THENCE N 89° 06' 06" E ALONG THE NORTH LINE FOR A DISTANCE OF 75 17 FEET TO THE POINT OF BEGINNING

SITUATE IN THE CITY OF ARLINGTON, COUNTY OF SNOHOMISH, STATE OF WASHINGTON
EASEMENT AREA TOTALS 5,176 34 SQUARE FEET

EASEMENT AREA TRACT C

TRACT C, 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

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF TRACT C CITY OF ARLINGTON NO 2013-58, AS RECORDED UNDER AUDITOR'S FILE NO. 201402215006,

THENCE S 00° 53' 54" E ALONG THE WESTERLY LOT LINE FOR A DISTANCE OF 12 27 FEET TO THE POINT OF BEGINNING,

THENCE N 88° 32' 51" E A DISTANCE OF 16 87 FEET,

THENCE N 88° 33' 06" E A DISTANCE OF 4 23 FEET,

THENCE N 88° 12' 00" E A DISTANCE OF 23 53 FEET,

THENCE S 00° 53' 54" E A DISTANCE OF 110 79 FEET,

THENCE S 89° 06' 06" W A DISTANCE OF 39 92 FEET,

THENCE N 00° 53' 54" E A DISTANCE OF 65.68 FEET,

THENCE N 89° 06' 06" E A DISTANCE OF 7 17 FEET,

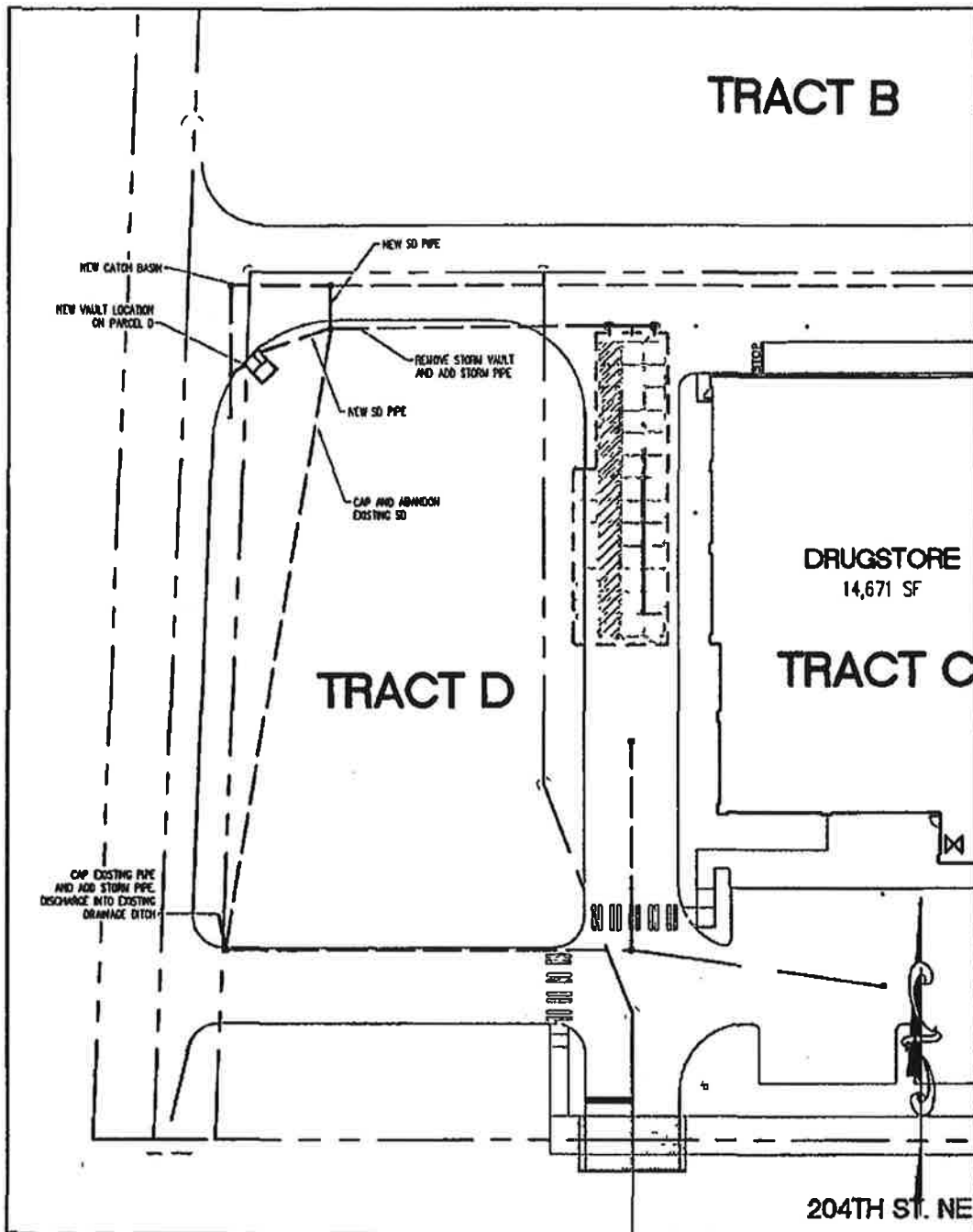
THENCE N 00° 53' 54" W A DISTANCE OF 35 06 FEET,

THENCE S 88° 32' 51" W A DISTANCE OF 11.89 FEET TO A POINT ON THE WESTERLY PROPERTY LINE,

THENCE N 00° 53' 54" W ALONG THE WESTERLY PROPERTY LINE A DISTANCE OF 10 00 FEET TO THE POINT OF BEGINNING

SITUATE IN THE CITY OF ARLINGTON, COUNTY OF SNOHOMISH, STATE OF WASHINGTON .
EASEMENT AREA TOTALS 4,215.70 SQUARE FEET

Exhibit D-1




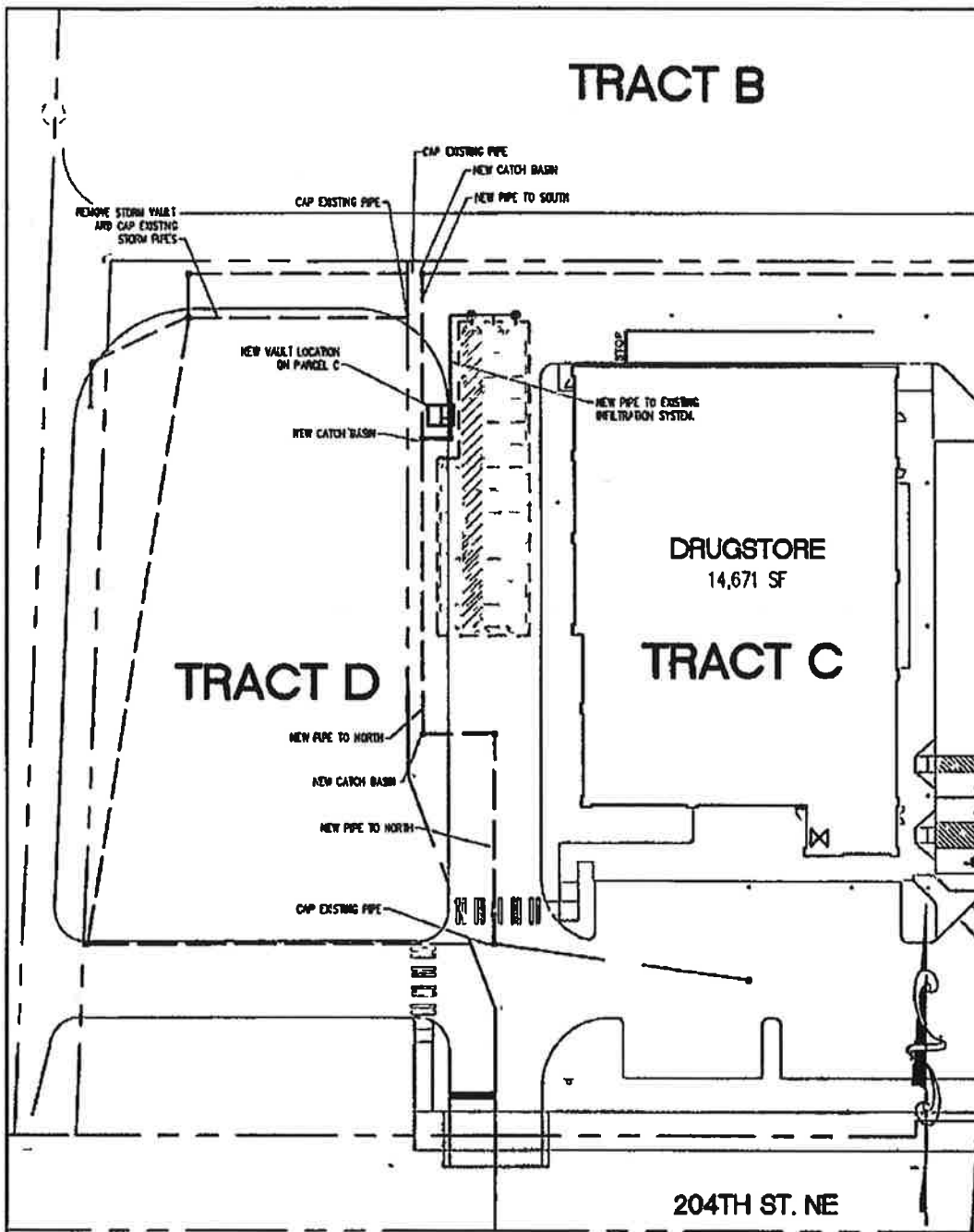
 <p>1505 Westlake Ave. N Suite 305 Seattle, WA 98109</p> <p>T: (206) 522-1518 F: (206) 377-8344 www.PacificLand.com</p>	<p>RPI ARLINGTON LLC. 7423 204TH ST NE ARLINGTON, WA</p> <p>SCALE 1" = 50'</p>	<p>STORM REVISION DEVELOPER OPTION #1</p> <p>03/02/2018</p>
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Exhibit D-2



LAND

1505 Sibley Ave. N
Suite 205
Seattle, WA 98109

T (206) 522-9510
F (206) 522-8194
www.land.com

RPI ARLINGTON LLC.
7423 204TH ST NE
ARLINGTON, WA

SCALE 1" = 50'

STORM
REVISION
DEVELOPER
OPTION #2

03/02/2018