SNOHOMISH COUNTY BATCH SHEET EXCISE NON-EXCISE

CHICAGO **TITLE #1324** Date: 4/2/2018 Time: 11:30A

Order #	Line	DOC. Type	Pages	Fee	GRANTOR	EXCISE #	RECORDING #
500068896	1	Ease	11	84	Mayo &	*Conformed	
	2					Copy	please
	3						
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SNOHOMISH CO AUDITORS OFFICE
RECORDING DIVISION
(425)388-3483

ISSUED TO:
1-CHICAGO TITLE INS - EVERETT

RECEIPT # 026543
DATE 04/02/2018 02:07:35 PM

DOCUMENT #	PGS	FEE
201804020401	11	
EASEMENT		84.00
COPIES,CONFORM		1.00
Total Amount Due		$85.00
ON ACCT 1324		85.00
Total Payments:		$85.00

CHICAGO TITLE
COMPANY OF WASHINGTON

500068896

Remit Payment To:
Chicago Title Company of Washington
1111 3rd Ave., Suite 320
Seattle, WA 98101
Phone: (425)259-8205 Fax: (425)259-8243
Due upon receipt

INVOICE

RPI Arlington, LLC
2618 2nd Ave
Seattle, WA 98121

Order Number:	500068896	**Invoice Date:**	April 2, 2018
Customer Reference No.:	Sidewalk Easement	**Invoice Number:**	500068896-2
		Operation:	02150.624679
Buyer/Borrower(s):	TBD and TBD		

Property Description:
7423 204th ST NE, Arlington, WA 98223
Tax/Map ID(s):

Bill Code	Description	Amount
COT	County Transfer Tax	49.50
OTF	Work Charge	25.00 *
RCF	Easement REC FEE	85.00
	Subtotal:	$ 159.50
	Tax:	$ 2.43
	Invoice total amount due:	$ 161.93

Thank you for the opportunity to serve you.
Please return a copy of this invoice with your payment

After Recording Return to:
Anne DeVoe Lawler
Jameson Babbitt Stites & Lombard, PLLC
801 Second Avenue, Suite 1000
Seattle, WA 98104

CONFORMED COPY
201804020401 11 PGS
04/02/2018 2:07pm $84.00
SNOHOMISH COUNTY, WASHINGTON

No. 9770945 4/2/2018 1:38 PM 49.50
Thank you for your payment.
TELLEY

Document Title or Titles:
Pedestrian Access Easement

Reference Nos. of Documents Assigned or Released:
None

CHICAGO
500068896
"A.84

Name of Grantor:
Mayo Properties, LLC, a Washington limited liability company

Name of Grantee:
RPI Arlington, LLC, a Washington limited liability company

Pages referencing additional names:
None

Abbreviated Legal Description:
Tracts C and D, Boundary Line Adjustment PLN 2013-58, Rec. No. 201402215006
Being a Ptn of SEQ of the SWQ and the SWQ of the SEQ of 11-31N-5E, W.M., Snohomish County, WA

Additional Legal Description Found On:
Exhibits A, B and C.

Assessor's Property Tax Parcel Number or Account Number:
31051100304100; 31051100305400

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Pedestrian Access Easement

This Pedestrian Access Easement (this "Easement") is dated for reference purposes the 30th day of March, 2018, and is by MAYO PROPERTIES, LLC, a Washington limited liability company ("Mayo") in favor of RPI ARLINGTON LLC ("RPI").

RECITALS

A. Mayo, as seller, and RPI, as purchaser, consummated the purchase and sale of that certain real property described in Exhibit "A" attached hereto and by this reference incorporated herein (the "RPI Property").

B. Mayo owns the real property adjacent to the RPI Property, which is legally described in Exhibit "B" attached hereto and by this reference incorporated herein (the "Mayo Property").

C. The City of Arlington requires that RPI install a sidewalk across the Mayo Property in connection with its development of the RPI Property and to obtain an easement across the Mayo property for pedestrian ingress and egress.

F. Mayo is agreeable to doing so on the terms and conditions contained herein. The sidewalk has already been constructed.

Now, therefore, for and in consideration of the mutual covenants and conditions set forth herein and the sum of Two Thousand Five Hundred Dollars ($2,500.00), Mayo hereby grants the below-described easement upon the terms and conditions contained herein.

1. Grant of Easement. Mayo hereby grants to RPI, its tenants, guests, customers, contractors, agents, employees and invitees a nonexclusive permanent pedestrian easement for ingress and egress across that portion of the Mayo Property described in Exhibit C and depicted on Exhibit D both attached hereto and incorporated herein by reference ("Easement Area"). Mayo further grants RPI and its contractors, agents or employees the right to maintain, resurface, or replace the sidewalk and any related improvements contained within the Easement Area.

2. Maintenance. RPI shall be responsible, at its sole cost, for maintaining the sidewalk in such condition as is necessary to satisfy the City's requirement for ADA access.

3. Indemnification. RPI shall indemnify, defend and hold Mayo and its employees, officers, directors, agents, contractors, consultants, representatives, and invitees 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 an indemnified person and/or the Mayo Property to the extent arising or incurred by reason of the acts or omissions of RPI, its tenants, guests, customers, contracts agents, employees or invitees in the performance of any maintenance or in connection with its rights under this Easement. 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 or intentional act or omission of Mayo, its agents, employees or contractors.

4. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

5. Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when delivered by facsimile, personally delivered, delivered by private courier service (such as Federal Express), or three (3) days after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

"Mayo"	Mayo Properties, LLC 7423 204th St. NE Arlington, WA 98223 Attn: Rod Mayo Email: saybyfriday@gmail.com
With a copy to:	Patrick K. McKenzie Marsh Mundorf Pratt Sullivan + McKenzie, P.S.C. 4220 132nd St. SE, Suite 201 Mill Creek, WA 98012 Email: patm@millcreeklaw.com
"RPI"	RPI Arlington LLC 2618 Second Avenue Seattle, WA 98121 Attn: Michael McKernan Email: mike@rpillc.net
With a copy to:	Anne DeVoe Lawler Jameson Babbitt Stites & Lombard

801 Second Avenue, Suite 1000
Seattle, WA 98104
Email: alawler@jbsl.com

or to such other single address and person as either party may communicate to the other by like written notice.

6. Arbitration. In the interest of avoiding delays resulting from a lengthy arbitration procedure the parties have mutually agreed that any claim or dispute between the parties under this Easement shall be determined by Judicial Dispute Resolution ("JDR") in Seattle, Washington. The arbitration shall be held within ten (10) days after notification by one party to the other of a dispute. The arbitrator shall be authorized to set hearing dates in his sole discretion, with telephonic notice of such hearings and to conduct hearings by telephone conference as he deems appropriate. The parties shall share equally in the costs and fees of the arbitrator and the prevailing party shall be entitled to recovery of its attorneys' fees and costs.

7. Miscellaneous. RPI shall be responsible for the costs of recording this Easement and the payment of any real estate excise tax due in connection therewith. This Easement may not be amended unless such amendment is in writing signed by all parties hereto. In the event either party commences an action to enforce or interpret this Easement, the prevailing party in such action shall be entitled to recover its attorneys' fees and costs incurred therein. This Easement shall be governed by the laws of the State of Washington.

8. Covenants Run With the Land. The covenants given and the easements granted pursuant to this Easement shall be deemed to be covenants running with the land and shall inure to and be binding upon the heirs, successors in interest, assigns and devisees of the parties hereto.

9. Entire Agreement. This Easement, together with the Exhibits attached hereto, represents the entire agreement between the parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties, except as may otherwise be provided herein.

[Signatures to appear on the following page]

"MAYO"

MAYO PROPERTIES, LLC, a
Washington limited liability company

By: Rodney Mayo

Name: Rodney Mayo

Its: Manager

CHICAGO TITLE INSURANCE COMPANY HAS PLACED THIS DOCUMENT OF RECORD AS A CUSTOMER COURTESY AND ACCEPTS NO LIABILITY FOR THE ACCURACY OR VALIDITY OF THE DOCUMENT.

"RPI"

RPI ARLINGTON LLC, a
Washington limited liability company

By: [signature]

Name: MARTIN, DOUGLAS

Its: MEMBER

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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 30th 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.

PATRICK K. MCKENZIE
COMMISSION EXPIRES
NOTARY
PUBLIC
05-15-2019
STATE OF WASHINGTON

(Use This Space for Notarial Seal Stamp)

Notary Public in and for the State of Washington, residing at Snohomish
My commission expires: 5-15-2019
Patrick K. McKenzie
[Type or Print Notary Name]

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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 30th day of March, 2018, before me personally appeared Martin Jouflas, to me known to be a member 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.

MICHELLE KOLBET
COMMISSION EXPIRES
NOTARY PUBLIC
07-13-20
STATE OF WASHINGTON

(Use This Space for Notarial Seal Stamp)

Notary Public in and for the State of Washington, residing at Lynnwood
My commission expires: 7/13/20
Michelle Kolbet
[Type or Print Notary Name]

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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 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

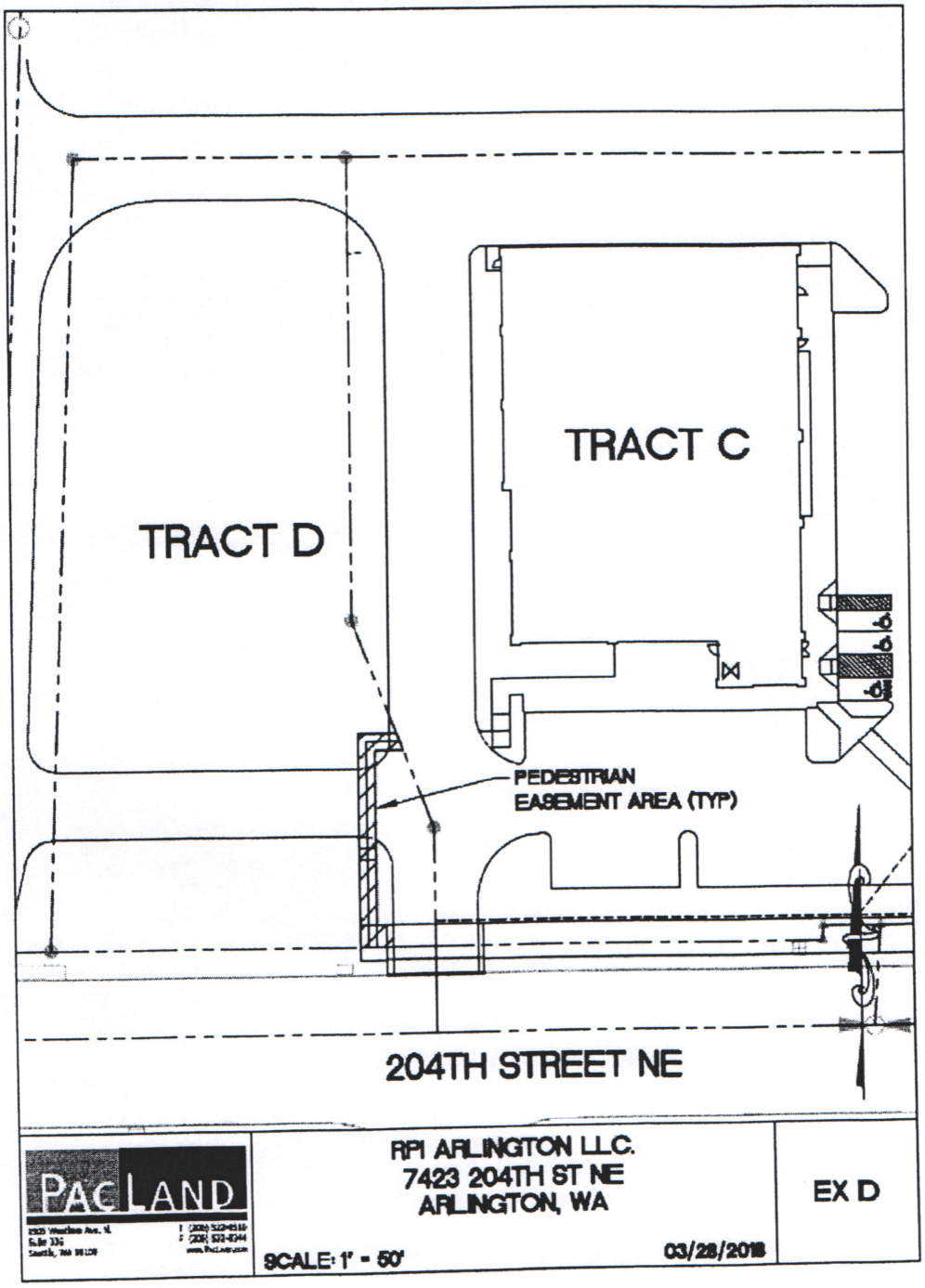
Description of Pedestrian Access Easement Area

EASEMENT AREA

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, 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 12 FEET IN WIDTH, CENTERED ON THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF TRACT D 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 S 89^{0} 06' 06" W ALONG THE SOUTHERLY LOT LINE FOR A DISTANCE OF 20.75 FEET TO THE POINT OF BEGINNING,
THENCE N 39^{0} 06' 06" E A DISTANCE OF 7.50 FEET,
ADDITIONALLY, A STRIP OF LAND LYING 6.00 FEET IN WIDTH, CENTERED ON THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT THE MOST SOUTHEASTLY CORNER OF TRACT C 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 S 89^{0} 06' 06" W ALONG THE SOUTHERLY LOT LINE FOR A DISTANCE OF 23.5 FEET; THENCE N 00^{0} 53' 54" W FOR A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING,
THENCE N 00^{0} 53' 54" W A DISTANCE OF 62.99 FEET,
THENCE N 89^{0} 06' 06" E A DISTANCE OF 11.64 FEET,
SITUATE IN THE CITY OF ARLINGTON, COUNTY OF SNOHOMISH, STATE OF WASHINGTON. EASEMENT AREA TOTALS 534.03 SQUARE FEET.

EXHIBIT D

Depiction of Sidewalk Easement



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Department of Revenue
Washington State

REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

☐ **Check box if partial sale, indicate % sold.** **List percentage of ownership acquired next to each name.**

1 SELLER GRANTOR

Name Mayo Properties, LLC
a Washington limited liability company ,Attn: Rod Mayo
Mailing Address 7423 204th Street NE
City/State/Zip Arlington, WA 98223
Phone No. (including area code)

2 BUYER GRANTEE

Name RPI Arlington LLC, a Washington
limited liability company, Attn: Michael McKernan
Mailing Address 2618 Second Avenue
City/State/Zip Seattle, WA 98121
Phone No. (including area code)

3 Send all property tax correspondence to: ☐ Same as Buyer/Grantee

Name RPI Arlington LLC
Mailing Address 2618 Second Avenue
City/State/Zip Seattle, WA 98121
Phone No. (including area code)

List all real and personal property tax parcel account numbers – check box if personal property		List assessed value(s)
31051100305400	☐	$170,700.00
31051100304100	☐	$354,300.00
	☐	
Levy Code: 00110	☐	

4 Street address of property: XXXX 204th Street Arlington, WA 98223

This property is located in Arlington

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

Portion of 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 as described in Exhibit A hereto.

CHICAGO

5 Select Land Use Code(s): 910, 399

~~99 - Other undeveloped land~~

enter any additional codes:

(See back of last page for instructions)

	YES	NO
Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?	☐	☑

6

	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	☐	☑
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?	☐	☑
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	☐	☑

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below**. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☐ does not qualify for continuance.

DEPUTY ASSESSOR DATE

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, **sign (3) below**. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME

7 List ... ling
price
Non
If claim ... ption:
WAC N
Reason

Snohomish County
Kirke Sievers, Treasurer

Receipt No. 9770945 4/2/2018 1:38 PM
Account No. Excise No. 1162858
Excise Tax 44.50
Excise State Technology Fee 5.00
Receipt Total 49.50
Thank you for your payment.
TELLEY

Type of Document Pedestrian Access Easement
Date of Document 3/30/2018

Gross Selling Price $	2,500.00
*Personal Property (deduct) $	
Exemption Claimed (deduct) $	
Taxable Selling Price $	2,500.00
Excise Tax : State $	32.00
0.0050 Local $	12.50
*Delinquent Interest: State $	
Local $	
*Delinquent Penalty $	
Subtotal $	44.50
*State Technology Fee $	5.00
*Affidavit Processing Fee $	0.00
Total Due $	49.50

A MINIMUM OF $10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 **I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.**

Signature of **Grantor or Grantor's Agent** Rodney Mayo
Name (print) Rodney Mayo, Manager
Date & city of signing: 3-30-2018, Mill Creek

Signature of **Grantee or Grantee's Agent**
Name (print) Martin Toufias
Date & city of signing: 3/30/2018

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional ins' a fine in an amount fixed by the court of not more than five thousand dollars ($5,000.00), or by both ir.

REV 84 0001a (09/06/17)

THIS SPACE - TREASURER'S US: No. 9770945 4/2/2018 1:38 PM 49.50
Thank you for your payment.
TELLEY

1162858