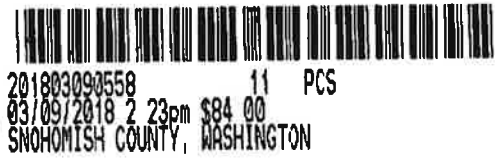


30,000 1160949

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



No 9754016 3/9/2018 1 52 PM 539.00  
Thank you for your payment  
ANN

<b>Document Title(s) (or transactions contained therein):</b> SIDE SEWER EASEMENT AGREEMENT	<b>CHICAGO</b> 5000688962 11/184
<b>Reference Number(s) of Documents assigned or released:</b> (on page ___ of documents(s))	
<b>Grantor(s) (Last name first, then first name and initials)</b> 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	
<b>Grantee(s) (Last name first, then first name and initials)</b> 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	
<b>Legal description (abbreviated i.e lot, block, plat or section, township, range)</b> Tracts C and D, Boundary Line Adjustment PLN 2013-58, Rec No 201402216006	
<input checked="" type="checkbox"/> Full legal is on page 8-10 of document      STR 11-31-05 SW/SE	
<b>Assessor's Property Tax Parcel/Account Number</b>  31051100304100, 31051100305400	

## SIDE SEWER EASEMENT AGREEMENT

THIS SIDE SEWER EASEMENT AGREEMENT (this "Agreement") is made and entered into as of March 8<sup>th</sup>, 2018 by and between and RPI ARLINGTON LLC, a Washington limited liability company ("RPI") and MAYO PROPERTIES, LLC, a Washington limited liability company ("MAYO")

### RECITALS.

A RPI is the owner of that certain parcel of land legally described in EXHIBIT A-1 (the "RPI Property")

B. MAYO is the owner of certain land adjacent to the RPI Property, as legally described in EXHIBIT A-2 (the "MAYO Property") The RPI Property and the MAYO Property are collectively referred to herein as the "Properties "

C RPI desires to install and use a sanitary side sewer line (the "Side Sewer Line") that will run from the RPI Property and will connect to the sanitary sewer line documented under the Sanitary Sewer Easement in favor of the City of Arlington recorded under Snohomish County Recording number 9110010458 (the "Arlington Sewer Line") The Arlington Sewer Line and a portion of the Side Sewer Line lie within the MAYO Property

D The location of the Side Sewer Line on the MAYO Property is legally described in EXHIBIT B and generally depicted on EXHIBIT C (the "Side Sewer Easement Area")

D RPI desires to obtain a perpetual easement over the Side Sewer Easement Area on the MAYO Property for the installation, use, reconstruction, repair, maintenance and operation of the Side Sewer Line

### AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1 00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1. **Grant of Easement.** MAYO hereby grants, declares, reserves and conveys to RPI, as owner of the RPI Property, and its successors and assigns in title to the RPI Property, a perpetual easement over, under, across and through the Side Sewer Easement Area, for the purposes of installing, using, operating, reconstructing, repairing and maintaining the Side Sewer Line

2. **Rights of MAYO.** MAYO shall have the right to continue to use the Side Sewer Easement Area, including without limitation, the right to use and improve the surface of the Side Sewer Easement Area, including landscaping, paving, parking, ingress and egress improvements, provided that MAYO shall not construct, place or maintain any buildings or structures on the MAYO Property which would unreasonably interfere with the function of the Side Sewer Line or RPI's installation, use, reconstruction, maintenance, reconstruction, repair and operation of the Side Sewer Line

3. **Maintenance of Side Sewer Line.** RPI shall manage the installation, maintenance, repair, reconstruction, replacement and use of the Side Sewer Line as it reasonably determines, and shall promptly restore the surface of the Side Sewer Easement Area to as close to its prior condition as is reasonably possible after all such activities. Notwithstanding the above, if and to the extent any damage or the need for maintenance, repair or replacement of the Side Sewer Line results from the willful misconduct or negligence of MAYO, MAYO shall be responsible for the cost of such repair or replacement

4. **Indemnity.** RPI, its successors and assigns and future owners and occupants of the RPI Property ("RPI Parties"), shall be obligated to indemnify, defend and hold harmless MAYO and its successors and assigns and future owners and occupants of the MAYO Property ("MAYO Parties"), from and against any and all liabilities, damages, causes of action, claims for damages and/or injuries and costs and expenses (collectively "Claims") brought against and/or incurred by MAYO Parties, to the extent such Claims arise from or out of or in connection with the installation, maintenance, repair, replacement, operation and/or use of the Side Sewer Line or acts or omissions of the applicable RPI Property Party; provided, however, that the above indemnification obligation shall be inapplicable to the extent such Claims arise from any willful acts or negligence of MAYO Parties

5. **Runs With the Land.** The easement and other rights and obligations established under this Agreement shall run with the land and shall bind and be obligatory upon and inure to the benefit of the current and future owners of the MAYO Property and the RPI Property and their respective successors and assigns, tenants, subtenants, contractors, licensees and invitees

6. **Recordation, Modification and Termination.** This Agreement shall be recorded in the public property records of Snohomish County, and shall serve as notice to holders of after-acquired interests in the Properties. This Agreement may only be modified or terminated by the written agreement signed by the owner(s) of the RPI Property and the MAYO Property

7. **Attorneys' Fees.** In the event any action is brought by any party for the enforcement or interpretation of this Agreement, the substantially prevailing party in such

action shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred therein, including fees and costs on appeal.

8. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, represents the entire agreement between the parties covering everything agreed upon or understood in connection with the matters addressed herein. 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.

9. **Washington Law.** This Agreement shall be interpreted and enforced pursuant to Washington law.

10. **Counterparts.** This Agreement may be executed in any number of original counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature and notary acknowledgement pages of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature and notary pages are attached to any other counterpart identical thereto except having additional signature and notary pages executed by other parties to this Agreement attached thereto.

11. **Taxes and Assessments.** RPI and MAYO each covenant to pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency against its Property.

12. **Remedies.** In the event of a breach of any of the terms or provisions hereof, the non-defaulting owner is entitled to exercise any and all available remedies at law or in equity for full and adequate relief from the consequences of such breach, which remedies are cumulative, including, without limitation, the right to enjoin such breach and/or to an action for specific performance, provided that no default or breach under this Easement entitles any party to seek or to enforce the cancellation, rescission or termination in whole or in part of this Easement, nor shall any such breach defeat or renders invalid the lien of any mortgage or deed of trust upon made in good faith for value.

13. **Notices.** Any notice to be given by any party hereunder must be given in writing and delivered in person, by facsimile, or by reputable nationwide overnight courier (e.g. Federal Express or UPS), at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address.

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 <sup>th</sup> St NE Arlington, WA 98223
Copy to	Patrick McKenzie Marsh Mundorf Pratt Sullivan + McKenzie, P.S.C. 4220 132 <sup>nd</sup> 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

14. **Estoppel Certificate**. Each owner, upon the written request of another owner, covenants to execute, acknowledge and deliver without charge and within fifteen (15) days following such request, an estoppel certificate certifying that this Easement is in full force and effect, that no owner is in default hereunder (or stating such default(s), if any are claimed), and setting forth such other information as may reasonably be requested and is true and correct

15. **Subordination** Upon receipt of written request, each owner covenants use commercially reasonable efforts to obtain the valid and enforceable subordination to this Easement of any existing monetary encumbrance recorded against such owner's Property (other than the lien for non-delinquent real estate taxes and assessments), such that this Easement will continue in full force and effect notwithstanding the foreclosure, trustee's sale or other exercise of remedies arising under such encumbrance in the event of a default thereunder

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

**RPI ARLINGTON LLC**  
a Washington limited liability company

By: Evan Wong  
Name: Evan Wong  
Its Manager

STATE OF WASHINGTON )  
COUNTY OF King ) ss

I certify that I know or have satisfactory evidence that Evan Wong is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the manager of RPI ARLINGTON LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 8<sup>th</sup> day of March, 2018

Kathleen Bjugovic  
(Signature of Notary)

Kathleen Bjugovic  
(Print or stamp name of Notary)



NOTARY PUBLIC in and for the State  
of Washington, residing at Sammamish  
My appointment expires 1-18-21

SIGNATURE CONTINUES ON FOLLOWING PAGE

MAYO PROPERTIES, LLC,  
a Washington limited liability company

By. x Rodney Mayo

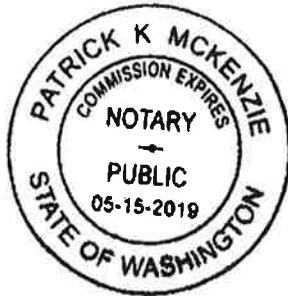
Name: Rodney Mayo

Title: Manager

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Rodney Mayo is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Manager of MAYO PROPERTIES, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 9th day of March, 2018



Patrick K. McKenzie  
(Signature of Notary)

Patrick K. McKenzie  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State,  
of Washington, residing at Snohomish  
My appointment expires: 5-15-2019

**EXHIBIT A-1**

**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 A-2**

### **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 B**  
Legal description of Side Sewer Easement Area

**EASEMENT AREA**

TRACT B 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 10 00 FEET IN WIDTH, CENTERED ON THE FOLLOWING DESCRIBED CENTERLINE

COMMENCING AT THE MOST SOUTHWESTERLY 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 204<sup>TH</sup> STREET NE,

THENCE N 01° 25' 56" E ALONG THE EASTERLY LOT LINE FOR A DISTANCE OF 266 41 FEET TO THE POINT OF BEGINNING,

THENCE N 89° 34' 29" E ALONG THE EASTERLY LOT LINE FOR A DISTANCE OF 95 88 FEET,

ADDITIONALLY, A STRIP OF LAND LYING 10 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 204<sup>TH</sup> STREET NE,

THENCE N 01° 25' 56" W A DISTANCE OF 266 58 FEET TO THE POINT OF BEGINNING

THENCE N 89° 34' 29" E ALONG THE EASTERLY LOT LINE FOR A DISTANCE OF 20 01 FEET,

SITUATE IN THE CITY OF ARLINGTON, COUNTY OF SNOHOMISH, STATE OF WASHINGTON EASEMENT AREA TOTALS 1,158 94 SQUARE FEET

EXHIBIT C  
Side Sewer Depiction of Easement Area

