

After recording return to:
Susan Boyd
Kantor Taylor McCarthy P.C.
1501 Fourth Avenue, #1610
Seattle, WA 98101



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Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

126196-8

Auditor's/Recorder's Cover Sheet

Document Title: Joint Access Agreement

Grantor: Raspberry Ridge Apartments Limited Partnership
Raspberry Ridge II LLC

Grantee: Raspberry Ridge Apartments Limited Partnership
Raspberry Ridge II LLC

Abbreviated Legal Description: Ptn. of Lots 1 & 2 of SP No. 7-85
~~Ptn. NW 1/4, SE 1/4, NE 1/4 of SW 1/4, Sec. 33, TSP 35N.~~
~~Range 4E., W.M., Tracts 25 & 36, Plat of the Burlington~~
~~Acreage Property~~ ^{3 and 37}
Subject to easement for Ptn. W. 65.00 ft., E. 247.68 ft.
of N. 201.00 ft. of NE 1/4 of SW 1/4, Sec. 33, TSP 35 N.,
Range 4 E., W.M.

Assessor's Tax Parcel I.D. #: P126057, P126054, P62527, P62529,
P62518, P62519, P62528, P62504,
P62437 and P62517

Related Documents: None

JOINT ACCESS AGREEMENT

This Joint Access Agreement ("Agreement"), dated as of this 18th day of September, 2007 is executed by and between Raspberry Ridge Apartments Limited Partnership, a Washington limited partnership ("Raspberry I"), and Raspberry Ridge II LLC, a Washington limited liability company ("Raspberry II", collectively, Raspberry I and Raspberry II will referred to herein as the "Parties").

BACKGROUND

Raspberry I and Raspberry II own adjacent property located in Burlington, Washington, which properties are referred to hereinafter as the "Raspberry I Parcel" which is located at 20340 Sanchez Lane and legally described in Exhibit A and the "Raspberry II Parcel" which is located at 20224 Lafayette Road and legally described in Exhibit B.

Raspberry I owns a fifty-one (51) unit residential project with a total of fifteen (15) buildings (the "Raspberry I Project") located on the Raspberry I Parcel. Raspberry II is constructing and will own a thirty (30) unit residential project in four (4) buildings ("Raspberry II Project") located on the Raspberry II Parcel.

The Raspberry I Project includes a community room located on the North part of the Raspberry I Parcel ("Community Room") and a playground ("Raspberry I Playground"). The Raspberry II Project includes a playground ("Raspberry II Playground"). Collectively, the Community Room, Raspberry I Playground, and Raspberry II Playground are referred to herein as the "Access Areas."

As used in this Agreement, "Authorized Users" are defined as tenants and guests of the Raspberry I Project and Raspberry II Project.

The Background above is hereby incorporated into this Agreement.

AGREEMENT

Use of Raspberry I Community Room. Raspberry I gives to Raspberry II and its Authorized Users a right to use the Community Room in a safe, lawful, and reasonable manner.

Reciprocal Use of Playgrounds. Raspberry I gives to Raspberry II and its Authorized Users a right to use the Raspberry I Playground in a safe, lawful, and reasonable manner. Raspberry II gives to Raspberry I and its Authorized Users a right to use the Raspberry II Playground in a safe, lawful, and reasonable manner.

Term of Agreement. This Agreement shall have a term of 40 years from the date of completion of construction of the Raspberry II Project and is renewable upon the written consent of the Parties.

Maintenance and Repair Costs. The Parties agree that this Agreement does not affect Raspberry I's responsibility to be solely responsible for the maintenance and repair of the Raspberry I Project or Raspberry II's responsibility to be solely responsible for the maintenance and repair of



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the Raspberry II Project.

Access to Access Areas. The rights granted by this Agreement shall include reasonable access to and from the Access Areas.

Indemnification. Raspberry I will indemnify, hold harmless, and defend Raspberry II from any liability, damages, or costs which arise as the result of Raspberry I's or its Authorized Users' grossly negligent use or intentional misuse of the Community Room or the Raspberry II Playground. Raspberry II will indemnify, hold harmless, and defend Raspberry I from any liability, damages, or costs which arise as the result of Raspberry II's or its Authorized Users' grossly negligent use or intentional misuse of the Raspberry I Playground.

RASPBERRY RIDGE APARTMENTS LIMITED PARTNERSHIP
a Washington limited partnership

By: Housing Authority of Skagit County
Its: General Partner

By: Paul Colbert
Name: Paul Colbert
Title: Executive Director

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 15 2007

RASPBERRY RIDGE II LLC,
a Washington limited liability company

By: Housing Authority of Skagit County
Its: Managing Member

By: Paul Colbert
Name: Paul Colbert
Title: Executive Director

Amount Paid \$ 0
Skagit Co. Treasurer
By mm Deputy



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I certify that I know or have satisfactory evidence that PAUL COLBERT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Housing Authority of Skagit County, a Washington public body corporate and politic, which is the General Partner of Raspberry Ridge Apartments Limited Partnership, the partnership that executed the within and foregoing instrument, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

A circular notary seal for Vicki L. Miller. The outer ring contains the text "VICKI L. MILLER" at the top and "STATE OF WASHINGTON" at the bottom. Inside this ring, the words "COMMISSION EXPIRES" are at the top and "NOTARY PUBLIC" is at the bottom. In the center, the date "11-15-09" is printed. The seal has a decorative, scalloped border.

My Commission expires: 11/15/09

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that PAUL COLBERT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Housing Authority of Skagit County, a Washington public body corporate and politic, which is the Managing Member of Raspberry Ridge II LLC, the limited liability company that executed the within and foregoing instrument, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated this 10th day of October, 2007.



Vicki L. Miller
VICKI L. MILLER

(print or type name)

NOTARY PUBLIC in and for the State of
Washington, residing at Bremerton, WA

My Commission expires: 11/15/09

[Seal or Stamp]



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Exhibit A
(Raspberry I Parcel Legal Description)

Revised Lot 2 of December 2000 BLA:

All that portion of Lots 1 and 2 of Revised Short Plat No. 7-85 approved December 3, 1985 and recorded December 4, 1985 in Book 7 of Short Plats, Page 55 as Auditor's File No. 8512040005 being in Section 33, Township 35 North, Range 4 East, W.M., and in Tract 37 "Plat of the Burlington Acreage Property" as per plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington lying EAST of the West ½ of said Tract 37 "Plat of the Burlington Acreage Property". TOGETHER WITH Easement "N" described as follows:

Ingress/Egress & Utilities Easement

An Easement for Ingress, Egress and Utilities, being 40 feet in width, having a contiguous center line, described as follows:

Commencing at the Northwest corner of Lot 1, Revised Short Plat No. 7-85, approved December 3, 1985, recorded December 4, 1985, in Book 7 of Short Plats, page 55, under Auditor's File No. 8512040005, records of Skagit County, Washington, Thence South 01°03'02" East along the West line of said Lot 1, being 30.00 feet East of the centerline of Gardner Road, for 125.72 feet, to the True Point of Beginning of this 40 foot easement, being 20.00 feet on either side of a contiguous centerline; thence along the contiguous centerline North 89°31'44" East, being 20.00 feet North of and parallel with the South line of that easement as described under Auditor's File No. 8512050002, for 300.00 feet; thence continuing along said contiguous centerline, the 40 foot easement of which will have a variable width from 20 feet north of and 20 feet south of said centerline, to 23 feet north of and 17 feet south of said centerline, South 82°20'17" East for 76.00 feet; thence continuing along said contiguous centerline, the 40 foot easement of which now lies 23.00 feet north of and 17.00 feet south of the centerline, North 89°32'10" East for 270.46 feet, to the West line of the East 1/2 of Tract 37, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, the terminus of this 40 foot easement.



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Exhibit B

(Raspberry II Parcel Legal Description)

DESCRIPTION:

Parcel 1 of that certain Boundary Line Adjustment evidenced by Deed recorded March 14, 2007, under Auditor's File No. 200703140071, records of Skagit County, Washington, more fully described as follows:

That portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 35 North, Range 4 East, W.M. and of Tracts 25 and 36, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, being more particularly described as follows:

Beginning on the West line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ at a point South $0^{\circ}01'36''$ West, a distance of 201.00 feet from the center of said Section 33;
thence South $89^{\circ}40'42''$ East parallel with the North line of said Southeast $\frac{1}{4}$ a distance of 290.00 feet;
thence South $0^{\circ}01'36''$ West, parallel to the West line of said Southeast $\frac{1}{4}$, a distance of 404.00 feet;
thence North $89^{\circ}40'42''$ West, parallel to the North line of said Southeast $\frac{1}{4}$, a distance of 257.00 feet;
thence South $0^{\circ}01'36''$ West, parallel to the West line of said Southeast $\frac{1}{4}$, a distance of 206.55 feet;
thence North $89^{\circ}40'42''$ West, parallel to the North line of said Southeast $\frac{1}{4}$ a distance of 33.00 feet to the West line of said Southeast $\frac{1}{4}$;
thence continuing North $89^{\circ}40'42''$ West, parallel to the North line of said Southeast $\frac{1}{4}$ a distance of 247.68 feet;
thence North $0^{\circ}01'36''$ East, parallel to the East line of said Southwest $\frac{1}{4}$, a distance of 610.55 feet;
thence South $89^{\circ}40'42''$ East, parallel to the North line of said Southeast $\frac{1}{4}$, a distance of 247.68 feet to the Point of Beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, over, under and across the West 65.00 feet of the East 247.68 feet of the North 201.00 feet of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 35 North, Range 4 East, W.M., also being a portion of said Tract 25 of "PLAT OF THE BURLINGTON ACREAGE PROPERTY",

EXCEPT that portion within the right-of-way of Lafayette Road.

Situate in the County of Skagit, State of Washington.



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