



200710250058

Skagit County Auditor

10/25/2007 Page 1 of 11 12:01PM

WHEN RECORDED RETURN TO:
Hugh Lewis, Attorney At Law, P.C.
2200 Rimland Drive, Suite 220
Bellingham, Wa. 98226

DOCUMENT TITLE(S):
Reciprocal Easement Agreement

GUARDIAN NORTHWEST TITLE CO.

B12668E-5

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:
Sunset Park Properties LLC, a Washington Limited Liability Company

GRANTEE:
Skagit Future Value, LLC,

ABBREVIATED LEGAL DESCRIPTION:
Lot 20 and 21, Sunset Industrial Park BSP SW-01-93, according to the Plat thereof filed in Volume 999 of Plats at Page(s) 94, records of Skagit County, Washington.

TAX PARCEL NUMBER(S):
P105305 and P105306

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 25 2007

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

AFTER RECORDING RETURN TO:
HUGH LEWIS, ATTORNEY AT LAW, P.C.
2200 RIMLAND DRIVE, SUITE 220
BELLINGHAM, WA 98226

TITLE OF DOCUMENT: RECIPROCAL EASEMENT & JOINT MAINTENANCE &
COST SHARING AGREEMENT
AF# OF AFFECTED DOCUMENT: 200710250054
GRANTORS: SUNSET PARK PROPERTIES LLC,
GRANTEES: Skagit Future Value, LLC
ABBREV. LEGAL DESCRIPTION: LOTS 20 & 21, BINDING SITE PLAN NO. SW-01-93
ADDTL. LEGAL DESCRIPTION: PAGES 1 & 2
TAX PARCEL NOS.: P105305, P105306

**RECIPROCAL EASEMENT & JOINT MAINTENANCE & COST SHARING
AGREEMENT**

THIS AGREEMENT is made this 22nd day of October, 2007 , by and between SUNSET PARK PROPERTIES LLC, ("Sunset Park") and SKAGIT FUTURE VALUE, LLC (collectively, the Parties), for the purpose of securing the perpetual reciprocal easement rights to, and maintenance, repair and replacement of: (a) private drives which provides rights of ingress and egress to members, business invitees, licensees and guests of the Parties; (b) uncovered parking spaces on the property of both Parties; (c) shared signage facilities, located on Lots 20 and 21, that serve the properties owned and/or controlled by both Parties; (d) all landscaped areas on the Lots, shared by members and guests of both Parties; and (e) all other areas on Lots 20 and 21 that lie outside the footprints of the buildings located thereon.

WITNESSETH THAT:

WHEREAS, Sunset Park owns and controls certain real property known herein as "Lot 21" and legally described as Lot 21, of Binding Site Plan No. SW-01-93, (Sunset Industrial Park) recorded in Volume 11 of Short Plats, pages 83 and 84, under Auditor's File No. 9406100051, records of Skagit County, Washington being a portion of the Southwest ¼ of the Southeast ¼ of Section 23, Township 35 North, Range 4 East, W.M., and Tracts 14 and 15, "SEDRO ACREAGE", as per plat recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington.



WHEREAS, Skagit Future Value, LLC owns and controls certain real property known herein as "Lot 20" and legally described as Lot 20, of Binding Site Plan No. SW-01-93, (Sunset Industrial Park) recorded in Volume 11 of Short Plats, pages 83 and 84, under Auditor's File No. 9406100051, records of Skagit County, Washington being a portion of the Southwest ¼ of the Southeast ¼ of Section 23, Township 35 North, Range 4 East, W.M., and Tracts 14 and 15, "SEDRO ACREAGE", as per plat recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington. Collectively the "Lots."

WHEREAS, the Parties share the use and enjoyment of private drives and parking facilities on the two properties, and the Parties wish to secure for their members, business invitees, licensees and guests in perpetuity reciprocal easements for the use thereof, and a means of accomplishing necessary maintenance, repair and replacement of such improvements.

WHEREAS, the Parties intend to utilize common signage facilities, located on Lots 20 and 21, that will benefit both Parties' properties, and wish to secure for their members, business invitees, licensees and guests in perpetuity a means of accomplishing necessary maintenance, repair and replacement of such improvements.

WHEREAS, the Parties benefit from all landscaped areas on the Lots, shared by members and guests of both Parties, and wish to secure for their members, business invitees, licensees and guests in perpetuity a means of accomplishing necessary maintenance, repair and replacement of such improvements.

WHEREAS, the Parties benefit from all other areas on the Lots that lie outside the footprints of the buildings located thereon.

WHEREAS, both Parties have the authority to enter into contracts, to grant easements, and to regulate the use, maintenance, repair, replacement, and modification of common areas on their respective properties.

NOW, THEREFORE, for and in consideration of the proper and neighborly resolution of the several matters described above, for the mutual benefit of the Parties hereto and their respective members, business invitees, licensees and guests, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as hereinafter provided:

1. Grant of Reciprocal Easements. Sunset Park hereby grants to Skagit Future Value, LLC and its contractors and licensees, for the use and benefit of it's members, business invitees, licensees and guests, and Skagit Future Value LLC hereby grants to Sunset Park and its contractors and licensees, for the use and benefit of Sunset Park's members, business invitees, licensees and guests, a perpetual non-exclusive easement on, over, under and across the private drives, parking facilities, signage facilities, landscaped areas and all other areas on Lots 20 and 21 that lie outside the footprints of



the buildings located thereon (collectively, the "Shared Facilities"), for the purpose of joint maintenance, repair and replacement of the Shared Facilities.

2. Agreement for Joint Maintenance. The Parties shall perpetually maintain, repair and replace the Shared Facilities as necessary to keep each in good condition for their mutual use and benefit, so that they may properly serve normal use of the members, business invitees, licensees and guests of both Parties.

3. Annual Inspection in Spring Any Necessary Repair Work to Follow. Representatives of both Parties shall inspect the Shared Facilities in the second quarter of each year to determine the nature and scope of any needed maintenance or repairs. Any necessary maintenance or repair work shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the Parties. The Parties shall determine which party shall enter into a contract for such repairs; the non-contracting party shall be liable to the contracting party as hereinafter provided.

4. Apportionment of Costs - Maintenance Share. The parties shall each bear an equal percentage of the total cost of maintenance and repair of the Shared Facilities, which shall be known as that party's "Maintenance Share". If either party, or the invitee, licensee or agent of either party should damage any portion of the Shared Facilities to a degree beyond ordinary wear and tear, such party (Responsible Party) *shall promptly take action to repair said damage in a competent manner. In the event that the Responsible Party does not complete repairs within thirty days of the occurrence of such damage, the other party may cause the damage to be repaired.* The costs of repairing such damage shall constitute a portion of the Maintenance Share of the Responsible Party and shall be due and payable within thirty days following the presentation of an invoice or bill therefore, presented either by the contractor doing the work or by the party who has paid the contractor for such work.

5. Adjustment of Accounts for Maintenance Share Reserve Account Authorized. Upon completion of spring maintenance to the Shared Facilities, each party's respective liability for Maintenance Share shall be determined. The non-contracting party shall pay its Maintenance Share for such costs to the contracting party within 30 days of presentation of an invoice or bill therefor presented either by the contractor doing the work or by the party who has paid the contractor for such work. Any portion of a party's Maintenance Share remaining unpaid longer than 30 days following its due date shall bear interest at the rate of 12% per annum, or the rate charged by the contractor on the unpaid balance, whichever is greater. Alternatively, or in addition, the Parties may agree to establish and maintain at a reputable financial institution a reserve fund designed to provide long-term maintenance and repair to the Shared Facilities. In the event that such a reserve fund is established, the periodic assessments voted to fund same shall be deemed to constitute portions of the Maintenance Share of each party.

6. Lien Against Lots to Secure Maintenance Share. Properly allocated costs of maintenance and repair constituting a party's Maintenance Share shall be the personal



obligation of each party benefited by this Agreement, and shall in addition constitute an equitable lien against such party's real property. If unpaid when due, this obligation may be judicially enforced by the contracting party, or by any person or entity who or which has paid or has become obligated to pay all or any portion of the Maintenance Share of a defaulting party, through an action for damages or in the manner prescribed by law for foreclosure of a mortgage of real property, at the option of the aggrieved party.

7. Benefits and Burdens & Binding Equitable Servitudes. The provisions of this Agreement shall benefit, burden, and run with the land of each of the lots and/or parcels above-described; the terms and provisions of this Agreement shall be binding upon and shall inure to benefit of each of the parties hereto, and of their respective successors, assigns, beneficiaries, grantees, devisees, heirs at law, next of kin, personal and legal representatives, without limitation. In the event that both Lots come into common ownership, then this Agreement shall be deemed merged into the fee ownership of such party and shall thereupon terminate and be no longer binding on either of the Lots.

8. Alternative Forms of Dispute Resolution Authorized.

In the event that the Parties become deadlocked for any reason, or shall be unable or unwilling to act with respect to any matter within their powers and authority, in addition to any other remedies which may be available under applicable law, such matter may be resolved by private arbitration conducted under the procedures hereinafter described. Any authorized representative of a party may initiate such arbitration proceedings in the name of such party, which arbitration shall be conducted substantially in accordance with the procedures established for Mandatory Arbitration under the Local Rules of the Skagit County Superior Court, irrespective of whether the dispute is one which is subject to Mandatory Arbitration under law, and without the necessity of actually filing formal proceedings in said Superior Court. If the Parties cannot agree upon the identity of the arbitrator within thirty (30) days of notice by such party to the other party that a dispute requiring arbitration hereunder is to be arbitrated, any such party may apply to any Judge of the Superior Court, sitting in Chambers, and the Judge is hereby authorized to select an arbitrator from the Court's master list of potential arbitrators. Unless the Arbitrator determines otherwise, all costs, fees and expenses of the Arbitrator, including an advance retainer if requested by the Arbitrator shall be payable as the Arbitrator may determine, and if a Condominium has been formed on either or both Lots, such costs shall, if appropriate, constitute a Common Expense of that Condominium's Association; provided, however, that the decision of the Arbitrator may include an award to a prevailing party of those sums previously paid and/or incurred by such prevailing party for such costs. The decision of the arbitrator shall be binding upon the Parties, and may be enforced in the manner provided in RCW 7.04.

9. Amendment of this Agreement.



Amendments to this Agreement shall be made by an instrument in writing entitled "Amendment to Reciprocal Easement & Joint Maintenance & Cost Sharing Agreement" which sets forth the entire amendment. Every amendment to this Agreement must be signed by the owner of each Lot, must be recorded with the County Auditor and is effective only upon recording. An amendment shall contain a cross-reference by recording number to this Agreement and each previously recorded amendment thereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the date first written above.

SKAGIT FUTURE VALUE, LLC

By: Herbert Edwin Stickle
Herbert Edwin Stickle, Member

By: Gregory Evgen Fritz
Gregory Evgen Fritz, Member

By: Daniel C. Bynum
Daniel C. Bynum, Member

BY: Phil Kinkel
Phil Kinkel, Member

BY: Brit Stickle
Brit Stickle, Member

BY: Robert Ray Jacobsen
Robert Ray Jacobsen, Member

BY: Arlyn A. Livingston
Arlyn A. Livingston, Member

BY: Voree Jonathan Smith
Voree Jonathan Smith, Member

BY: Todd Dawes
Todd Dawes, Member

SUNSET PARK PROPERTIES LLC,
a Washington Limited Liability Company

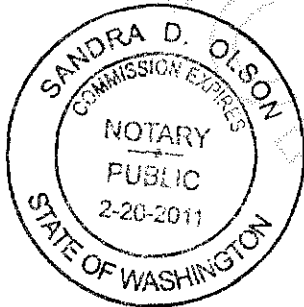
By: [Signature]
Its: am



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Doug Ellis is the person who appeared before me and said person acknowledged that (s)he signed this RECIPROCAL EASEMENT & JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Authorized Agent of SUNSET PARK PROPERTIES LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 23, 2007.



Sandra D Olson
Notary Public in and for the State
of Washington, residing at Burlington
My Commission expires: 2-20-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Herbert Edwin Stickle is the person who appeared before me and said person acknowledged that (s)he signed this RECIPROCAL EASEMENT & JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Member of Skagit Future Value, LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 23, 2007.



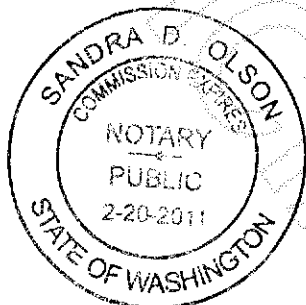
Sandra D Olson
Notary Public in and for the State
of Washington, residing at Burlington
My Commission expires: 2-20-2011



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Gregory Evgen Fritz is the person who appeared before me and said person acknowledged that (s)he signed this RECIPROCAL EASEMENT & JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Member of Skagit Future Value, LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 24, 2007.

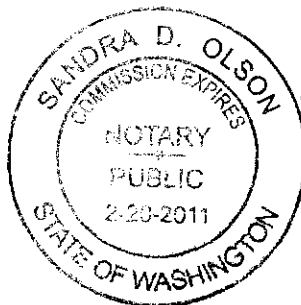


Sandra D. Olson
Notary Public in and for the State
of Washington, residing at Burlington Wa
My Commission expires: 2-20-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Daniel C. Bynum is the person who appeared before me and said person acknowledged that (s)he signed this RECIPROCAL EASEMENT & JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Member of Skagit Future Value, LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 24th, 2007.



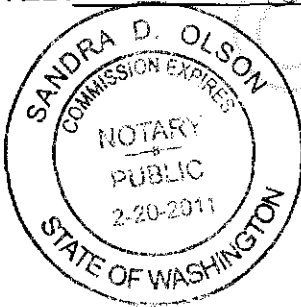
Sandra D. Olson
Notary Public in and for the State
of Washington, residing at Burlington Wa
My Commission expires: 2-20-2011



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Phil Kinkel is the person who appeared before me and said person acknowledged that (s)he signed this RECIPROCAL EASEMENT & JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Member of Skagit Future Value, LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 23rd, 2007.

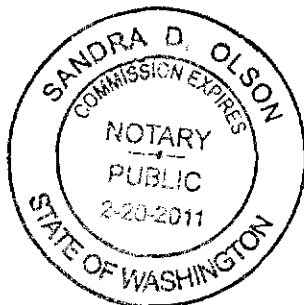


Sandra Olson
Notary Public in and for the State
of Washington, residing at Washington, WA
My Commission expires: 2-20-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brit Stickle is the person who appeared before me and said person acknowledged that (s)he signed this RECIPROCAL EASEMENT & JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Member of Skagit Future Value, LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 23rd, 2007.



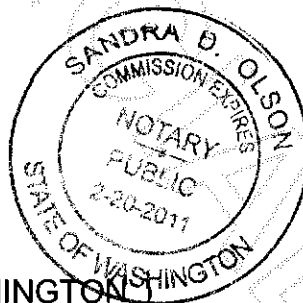
Sandra Olson
Notary Public in and for the State
of Washington, residing at Washington, WA
My Commission expires: 2-20-2011



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Robert Ray Jacobsen is the person who appeared before me and said person acknowledged that (s)he signed this RECIPROCAL EASEMENT & JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Member of Skagit Future Value, LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 23rd, 2007.

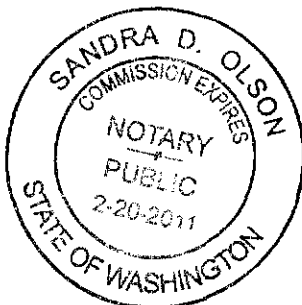


Sandra D. Olson
Notary Public in and for the State
of Washington, residing at Burlington Wa.
My Commission expires: 2-20-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Arlyn A. Livingston is the person who appeared before me and said person acknowledged that (s)he signed this RECIPROCAL EASEMENT & JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Member of Skagit Future Value, LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 23rd, 2007.



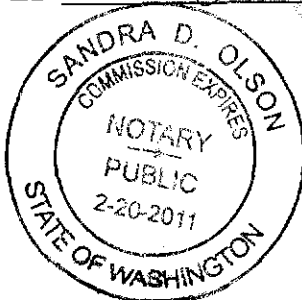
Sandra D. Olson
Notary Public in and for the State
of Washington, residing at Burlington Wa
My Commission expires: 2-20-2011



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Todd Dawes is the person who appeared before me and said person acknowledged that (s)he signed this RECIPROCAL EASEMENT & JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Member of Skagit Future Value, LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 24, 2007.

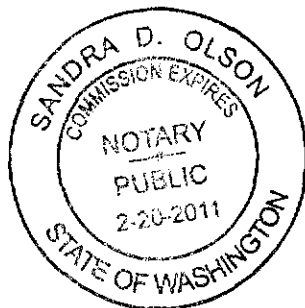


Sandra D. Olson
Notary Public in and for the State
of Washington, residing at Burlington, Wa
My Commission expires: 2-20-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Voree Jonathan Smith is the person who appeared before me and said person acknowledged that (s)he signed this RECIPROCAL EASEMENT & JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Member of Skagit Future Value, LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 23, 2007.



Sandra Olson
Notary Public in and for the State
of Washington, residing at Burlington, Wa
My Commission expires: 2-20-2011

