

After recording, return to:
Erlend Millikan
21002 120th DR SE
Snohomish, WA 98296

Reference Number\	N/A
Grantor:	JERD Investments LLC
Grantee:	Solstice Management LLC
Abbreviated Legal Description	That portion of vacated 119 th street SW lying south of tracts 126 and 127 and north of tracts 124 and 125, Paine Field Number 3, according to the plat thereof recorded in volume 12 of plats, pages 110 and 111; lying within the northeast quarter of the northeast quarter of section 27, township 28, range 4 east of the Willamette meridian, in Snohomish County, Washington. Fully described in Exhibits A and B.
Tax Parcel Number\	To be entered before recording

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is made this _____ day of _____, 2020, between Solstice Management LLC and JERD Investments LLC.

RECITALS

- A. Solstice Management LLC is the owner of certain real property (Solstice Parcel) shown on Exhibit B as the part of the vacated right of way lying North of the 119th St center line.
- B. JERD Investments LLC is the owner of certain real property (JERD Parcel) shown on Exhibit B as the part of the vacated right of way lying South of the 119th St center line.

EASEMENT

1. **Grant.** Grantor does hereby grant to Grantee, as owner of the Grantee's Parcel, a perpetual exclusive easement, appurtenant for ingress and egress of vehicles, personnel, and equipment over and across the portion of the Grantor's Parcel described in Exhibit A and B, attached to this Easement ("Easement Area") for the benefit of the Grantee's Parcel. The approximate location of the Easement Parcel is illustrated in Exhibit B attached to this Easement.
2. **Improvements.** Grantor shall have Fire Lane markings affixed to the Easement area and Grantor and Grantee shall ensure that this area remain accessible at all times.
3. **Maintenance.** The Grantor shall bear and promptly pay all costs and expenses of maintenance, repair, inspection and operation in connection with the Easement Area. Grantee and Grantor shall maintain the Easement Area in a clean, neat and safe condition.
4. **Binding Covenant.** The rights and obligations of the Grantor and Grantee shall accrue to the benefit of and be binding upon their respective successors and assigns. This Easement is for the benefit of and is appurtenant to the Grantee's Parcel. This Easement is a covenant running with the land and binds every owner now having or hereafter acquiring an interest in the Grantor's Parcel.
5. **Acceptance Covenant.** All current and future owners and successors in interest to all or any part of a Grantor's Parcel are bound to and shall covenant to accept this Easement as an "existing condition" for land use purposes.
6. **Assignment.** The Assignee of a Grantee's Parcel, or any portion of it, shall assume the obligations of this Easement and shall be bound by the terms, conditions, and provisions of this Easement. The benefit of this Easement may only be assigned with the title to the Grantee's Parcel or portions of it, except that the benefit may also be assigned to a public emergency response district or districts serving the Grantee's Parcel.
7. **Breach and Default.** No breach of this Easement shall entitle the Grantor to cancel, rescind, or otherwise terminate this Easement. The foregoing limitation will not affect, in any manner, any other right or remedy which the Grantor

might have by reason of any breach of this Easement. The Grantee and Grantor shall have the right to seek specific performance, injunctive relief, and/or other equitable relief, for the violation or threatened violation of this Easement. In addition to the foregoing, if Grantee fails to comply with a covenant hereunder within ten (10) days after written notice from Grantor of the violation of the covenant, then Grantor may take such action as shall be necessary to cause Grantee to be in compliance with this Easement, and charge Grantee the reasonable cost thereof, plus interest at ten percent (10%) per annum from the date Grantor's expenses are incurred. In any action to enforce or construe this Easement, or due to the breach or default of either party, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, relating to those issues upon which the party has prevailed.

8. **Indemnity.** The Grantee agrees to indemnify, defend and hold Grantor, its members, officers, agents, contractors and employees harmless from and against any and all claims, losses, liabilities, liens, and expenses (including attorneys' fees and costs) incurred by or asserted against Grantor as a result of any acts of omissions of Grantee or its employees, contractors or agents in exercising any rights under this Easement, but only to the extent that such liability, etc., does not arise out of the negligence or intentional act of the Grantor, the Grantor's employees, agents, or contractors.

9. **Further Assurance.** Upon written request, either party agrees to execute such further instruments as may be reasonably necessary to perfect, confirm, or implement the terms, conditions, and provisions of this Easement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly signed as of the day and year first above written,

JERD INVESTMENTS LLC

By _____

STATE OF WASHINGTON)
)
 COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Erlend Millikan 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 manager of JERD Investments LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Name:
Notary Public in and for the State of Washington
Residing at:
My appointment expires

SOLSTICE MANAGEMENT LLC

By _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Tuanhai Hoang 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 president of Solstice Management LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Name:
Notary Public in and for the State of Washington
Residing at:
My appointment expires

EXHIBIT 'A'

THAT PORTION OF VACATED RIGHT-OF-WAY OF 119TH STREET SW LYING SOUTH OF TRACTS 126 AND 127 AND NORTH OF TRACTS 124 AND 125, PAINE FIELD NUMBER 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGES 110 AND 111; LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 28 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON;

THAT PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID NORTHEAST CORNER OF SAID TRACT 124;

THENCE ALONG THE NORTH LINE OF SAID TRACT 124, NORTH 89°45'14" WEST, 45.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST THE RADIUS OF WHICH BEARS NORTH 71°39'45" EAST, A DISTANCE OF 45.50 FEET;

THENCE LEAVING SAID NORTH LINE, NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°54'26", ARC LENGTH 10.25 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°35'34", ARC LENGTH 20.32 FEET TO THE CENTERLINE OF 119TH STREET SW;

THENCE ALONG SAID CENTERLINE, NORTH 89°45'14" WEST, 123.88 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 00°14'46" WEST, 20.00 FEET;

THENCE ALONG A LINE PARALLEL AND 20.00 FEET SOUTH OF SAID CENTERLINE, SOUTH 89°45'14" EAST, 121.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,437 SQUARE FEET, OR 0.06 ACRES, MORE OR LESS.

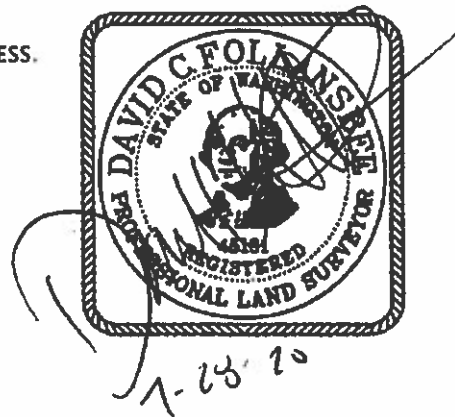
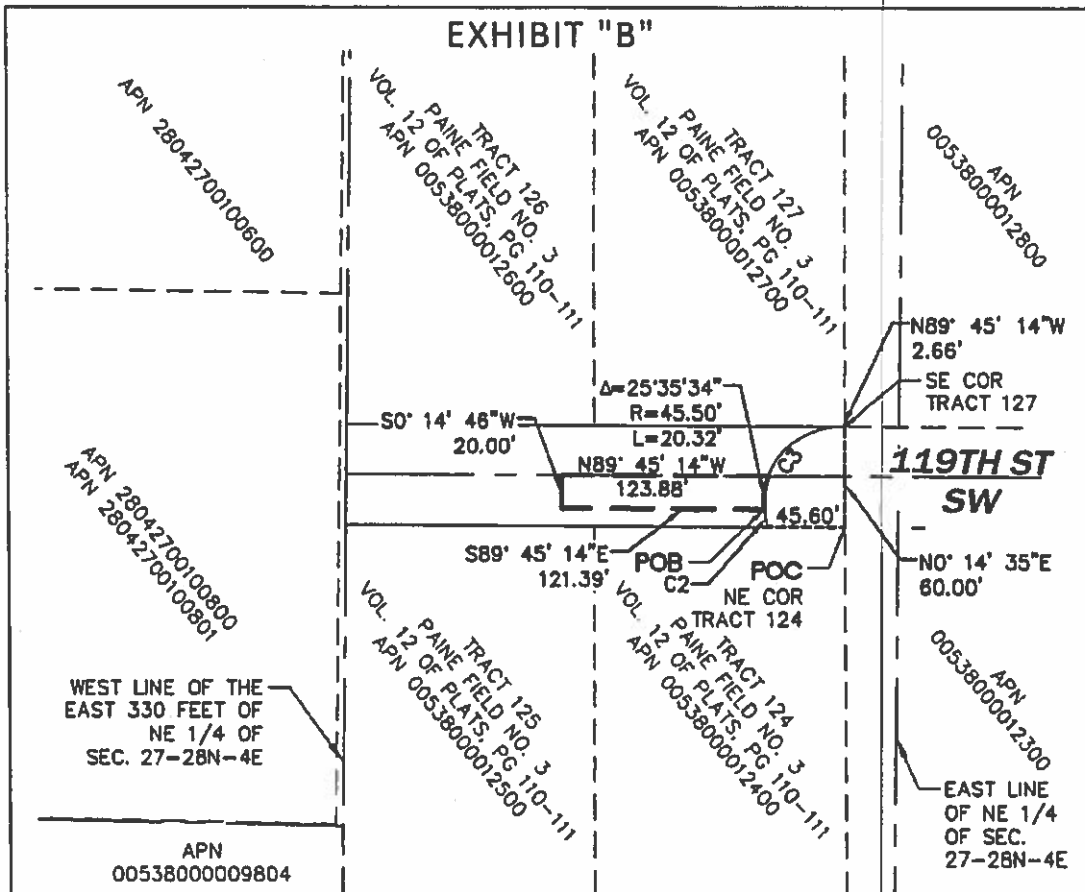


EXHIBIT "B"



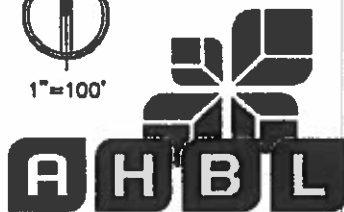
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C2	10.25	45.50	12°54'26"	N11° 53' 02"W	10.23
C3	86.03	45.50	108°20'16"	S35° 49' 52"W	73.78



7-29-20



1"=100'



2215 North 30th Street,
 Suite 300,
 Tacoma, WA 98403
 253.383.2422 TEL
 253.383.2572 FAX

JOB NO. 2120788 7/20/20
 ACCESS EASEMENT
 LEGAL BY: SAR EXHIBIT BY: SAR
 NE 1/4, NE 1/4, S27, T28N, R04E
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THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.