

Filed for Record at Request of and copy returned to:

Paine Hamblen, LLP
Attention: Kathryn McKinley
717 W. Sprague Ave.
Spokane, WA 99201-0466

RECIPROCAL EASEMENT AGREEMENT FOR USE OF COMMON AREAS

Reference # (if applicable): N/A

Grantors: The Villages of Garrison Creek Master Property Management Association, a Washington nonprofit corporation, and Phase Five Development, LLC, a Washington limited liability company

Grantees: The Villages of Garrison Creek Master Property Management Association, a Washington nonprofit corporation, and Phase Five Development, LLC, a Washington limited liability company

Abbreviated Legal: Phase I, II, and V through X of The Villages at Garrison Creek Planned Unit Developments and Ptn Lot D of Short Plat recorded in Volume 2 of Short Plats at Page 163

Full Legal on Exhibits A and B

Assessor's Tax Parcel ID Nos.: 35-07-36-79-0001 through 35-07-36-79-0019
35-07-36-82-0001 through 35-07-36-82-0024
35-07-36-92-0001 through 35-07-36-92-0027
35-07-36-96-0001 through 35-07-36-96-0047
35-07-36-88-0001 through 35-07-36-88-0045
35-07-36-04-0001 through 35-07-36-04-0031
35-07-36-68-0001 through 35-07-36-68-0039
35-07-36-49-0001 through 35-07-36-49-0019

THIS RECIPROCAL EASEMENT FOR USE OF COMMON AREAS (this "Reciprocal Easement"), is entered into this 17th day of Sept., 2018 by The Villages of Garrison Creek Master Property Management Association, a Washington nonprofit corporation (the "Association") and Phase Five Development, LLC, a Washington limited liability company ("PFD"). Collectively, the Association and PFD are referred to as the "Parties".



RECITALS:

A. Association Common Areas. The Association is the owner of certain real property located within the Planned Unit Development of the Villages of Garrison Creek (the "PUD") located in the City of College Place, County of Walla Walla, State of Washington, which real property is platted within the PUD as common area and walking trails, and legally described in Exhibit A to this Reciprocal Easement (the "Association Common Areas").

B. PFD Property. PFD is the owner of that certain real property located within the PUD and legally described in Exhibit B to this Reciprocal Easement (the "PFD Property"). PFD intends to develop the PFD Property to include common area and walking trails which will be shown on the plats for development of the PFD Property.

C. Intent. The Parties desire to create reciprocal easements for the use of common area and walking trails located within the Properties described herein for the benefit of the Association and its members and future owners of lots or living units within the PFD Property.

NOW, THEREFORE, in consideration of the covenants and benefits set forth in this Easement, the adequacy and sufficiency of which is hereby acknowledged, the Parties grant the following reciprocal easements and agree as follows:

1. Grant of Easement to Association Common Areas. The Association hereby grants and conveys to PFD a perpetual, non-exclusive easement for pedestrian use of the Association Common Areas for recreational purposes.

2. Grant of Easement to PFD Property. PFD hereby grants and conveys to the Association and its members a perpetual, non-exclusive easement for pedestrian use of common area and walking trails located on the PFD Property now or at any time in the future. The Parties may, in the future, file an amendment to this Reciprocal Easement legally describing or depicting the common areas and walking trails as built on the PFD Property.

3. Purpose. The easements granted under this Reciprocal Easement are for the use and benefit of Association Property and the PFD Property, and each portion thereof, and the Parties, the Association and its members and guests, PFD and future owners of PFD Property and their guests.

4. Maintenance. Each Party shall be responsible for the maintenance and repair of the easement area located on its respective Property.

5. Miscellaneous.

a. Easements Appurtenant. The easements granted in this Reciprocal Easements are specifically intended to be appurtenant easements that run with the land and perpetually benefit and provide pedestrian access over the common areas and walking trails for the benefit of each of the Properties, irrespective of any changes in ownership thereof.

b. Successors; Assignment. This Reciprocal Easement shall be binding on and inure to the benefit of the successors, heirs and assigns of the Parties, provided, however, that this Reciprocal Easement may not be assigned without being coupled with an interest in a portion of one of the Properties.

c. Severability. If any clause, sentence or other portion of the terms, covenants or restrictions of this Reciprocal Easement becomes illegal, null or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions remain in full force and effect.

d. No Waiver. Failure to enforce any provision, restriction, covenant or condition in this Reciprocal Easement is not a waiver of any such provision, restriction covenant or condition or of any other provisions, restrictions, covenants or conditions.

e. Indemnify, Defend, and Hold Harmless. The Parties hereto each shall indemnify, defend, and save the other harmless of any and all claims, demands, actions, damages, losses or other expenses, including without limitation attorneys' fees arising out of use of the common areas and walking trails or the exercise of any rights herein granted.

f. Attorneys' Fees. If either Party, or their successors, heirs or assigns, commences legal action in any way related to this Reciprocal Easement, the prevailing party shall be awarded attorneys' fees and costs. This provision applies to actions at the trial court level, on appeal and in bankruptcy proceedings.

g. Notices. Any notice required to be given under this Reciprocal Easement must be in writing and will be effectively given as of the date such writing is (i) personally delivered to the intended Party, or (ii) placed in the United States mail, postage prepaid, addressed to the intended Party. The initial addresses of the Parties are set forth below in the signature blocks. Upon at least ten (10) days' prior written notice to the other Party, a Party may change its address to any other address within the United States of America.

[Signatures on following page]



THE VILLAGES OF GARRISON CREEK
MASTER PROPERTY MANAGEMENT
ASSOCIATION, a Washington nonprofit
corporation

PHASE FIVE DEVELOPMENT, LLC, a
Washington limited liability company

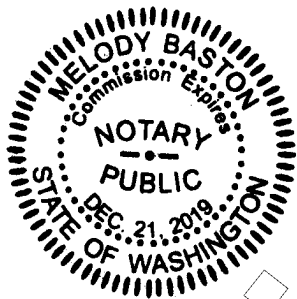
By: Dick Cook
Name: Dick Cook
Title: President

By: Douglas A. Botimer
Name: Douglas A. Botimer
Title: Managing Member

STATE OF WASHINGTON)
) : ss
County of Walla Walla)

On this 17TH day of SEPTEMBER, 2018, before me personally appeared DICK COOK, to me known to be the President of THE VILLAGES OF GARRISON CREEK MASTER PROPERTY MANAGEMENT ASSOCIATION, who executed the foregoing instrument on behalf of the corporation, and acknowledged said instrument to be the free and voluntary act of the corporation, for the uses and purposes mentioned therein, and on oath stated that he is authorized to execute the said instrument on behalf of the corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

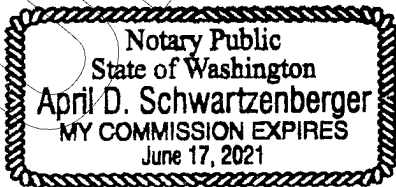


Melody Baston
Print Name: MELODY BASTON
Notary Public in and for the State of WASHINGTON
residing at CAROL BOYER BANK
My commission expires: 12/21/2019

STATE OF WASHINGTON)
) : ss
County of Spoканe)

On this 5 day of September, 2018, before me personally appeared DOUGLAS A. BOTIMER, to me known to be the Managing Member of Phase Five Development, LLC, a Washington limited liability company, who executed the foregoing instrument on behalf of the company, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



April D. Schwartzenberger
Print Name: April D. Schwartzenberger
Notary Public in and for the State of WA
residing at Liberty Lake
My commission expires: 6/17/21



EXHIBIT "A"

LEGAL DESCRIPTION
ASSOCIATION PROPERTY

Common Areas as shown on the following Plats:

Villages of Garrison Creek Planned Unit Development, Amended Final Plat, Phase I, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-28 as Auditor's File No. 9702094, records of Walla Walla County, State of Washington; and

Villages of Garrison Creek Planned Unit Development Phase II Final Plat according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-45 as Auditor's File No. 9809534, records of Walla Walla County, State of Washington; and

Villages of Garrison Creek Planned Unit Development Phase V Final Plat according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-57 as Auditor's File No. 9909525, official records of Walla Walla County, State of Washington; and

Villages of Garrison Creek Planned Unit Development Phase VI, according to the official plat thereof recorded October 17, 2000 in Volume 6 of Roll Files at Page C-5 as Auditor's File No. 0009959, records of Walla Walla County, State of Washington; and

Phase VII of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 27, 2003 in Book 6 of Plats at Page 29 under Auditor's File No. 2003-04172, records of Walla Walla County, State of Washington; and

Phase VIII of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on August 10, 2010, in Book 7 of Plats at Page 54 under Auditor's File No. 2010-06177, records of Walla Walla County, State of Washington; and

Phase IX of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on September 2, 2015, in Book 7 of Plats at Page 81 under Auditor's File No. 2015-07745, records of Walla Walla County, State of Washington; and

Phase X of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 22, 2005, in Book 7 of Plats at Page 6 under Auditor's File No. 2005-03242, records of Walla Walla County, State of Washington.



EXHIBIT B
LEGAL DESCRIPTION
PFD PROPERTY

Segregation Lots 4 and 5 according to the survey recorded for segregation purposes on September 13, 2006, in Book 10 of Plats at Page 56 under Auditor's File No. 2006-11053, records of Walla Walla County, State of Washington.

I:\SPODOCS\41450\00002\REAL\1673512

