

Return Address:

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RECIPROCAL TURN RADIUS EASEMENT

Reference numbers of related documents:

Grantor/Grantee :

1. Wenatchee School District #246, and
2. MJ Property Ventures, LLC

Legal Description:

1. T 23N R 20EWM S 28 LOT 1 SP 1106
2. T 23N R 20EWM S 28 PT SE SW SE
3. Additional legal description is on pages 1 and 2 of document

Assessor's Property Tax Parcel Number(s):

1. Burdened Property 232028430320 and 232028440100
2. Benefitted Property 232028430320 and 232028440100

This Reciprocal Turn Radius Easement Agreement (the Agreement”) is made and entered into this ____ day of _____, 2026, by and between the Wenatchee School District No. 246, a political subdivision of the State of Washington (hereafter, “WSD”), and MJ Property Ventures LLC, a Washington limited liability company (hereafter, “MJPV”), with reference to the following facts:

A. WSD is the owner of a tract of land described as follows and hereafter referred to as “Parcel 1”:

Lot 1 as delineated on Chelan County Short Plat No. 1106, Chelan County, Washington, recorded May 30, 1984, in Book SP-2 of Short Plats, Page 18, described as follows: Beginning at a point 223.1 feet West of the Southeast corner of the Southwest quarter of the Southeast quarter of Section 28, Township 23 North, Range 20 East of the Willamette Meridian, said point being the intersection of the West line of the right of way of the Great Northern Railway Company and the South line of said Section 28; thence running due West on the aforesaid section line a distance of 549.4 feet to the East line of Wenatchee Avenue thence northerly along the East line of Wenatchee Avenue a distance of 272 feet to a point; thence easterly on a bearing

EASEMENT GRANT

Page 1

North 84°10'39" East a distance of 520 feet, more or less, to a point where said line intersects with the West line of the right of way of the Great Northern Railway Company and the True Point of Beginning of this description; thence North 29°07'37" West a distance of 232.40 feet; thence South 60°52'23" West a distance of 149.92 feet; thence South 29°07'37" East, a distance of 167.82 feet; thence North 84°10'39" East a distance of 163.24 feet to the True Point of Beginning.

Except that portion lying south of the following described line:

Beginning at the Southwest corner of Lot 1 as delineated on Chelan County Short Plat No. 1106, Chelan County, Washington, recorded May 30, 1984, in Book SP-2 of Short Plats, Page 18; thence North 72°57'28" East to a point on the West line of the said right of way of the Great Northern Railway Company, 32.00 feet northerly of the southeast corner of said Lot 1.

Tax Parcel No. 232028430320.

B. MJPV is the owner of a tract of land described as follows and hereafter referred to as "Parcel 2":

A parcel of land in the Southeast quarter of Section 28, Township 23 North, Range 20 E.W.M., Chelan County, Washington, more particularly described as follows: Beginning at a concrete monument that is the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 28, a round bolt in a concrete monument; thence South 89°57'35" West along the South line of said Section 28 for 222.49 feet to the intersection with the Burlington Northern Railroad and the True Point of Beginning for this description; thence continue South 89°57'35" West along said South line for 325.79 feet to a point; thence North 37°31'10" East for 127.05 feet to a railroad spike; thence North 2°51'30" West for 180.34 feet to a 2" x 2" wood hub and tack; thence North 84°10'39" East for 95.62 feet to the westerly right of way line of the Burlington Northern Railroad; thence South 29°07'37" East along said westerly right of way line of 332.38 feet to the True Point of Beginning.

Together with that portion of Lot 1 as delineated on Chelan County Short Plat No. 1106, Chelan County, Washington, recorded May 30, 1984, in Book Sp-2 of Short Plats, Page 18; lying South of the following described line; Beginning at the Southwest corner of said Lot 1, Thence North 72°57'28" East to a point on the West line of the said right of way of the Great Northern Railway Company, 32.00 feet northerly of the southeast corner of said Lot 1.

Tax Parcel No. 232028440100.

C. WSD desires an easement for a turn radius on a portion of Parcel 2, in the area legally described and depicted in Exhibit A attached hereto and incorporated herein by this reference (hereafter referred to as the "Parcel 2 Easement").

D. MJPV desires an easement for a turn radius on a portion of Parcel 1, in the area legally described and depicted in Exhibit A attached hereto and incorporated herein by this reference (hereafter referred to as the "Parcel 1 Easement")

E. MJPV, as grantor desires to grant the Parcel 2 Easement for the benefit of Parcel 1 for the purposes and on the terms and conditions described herein.

F. WSD, as grantor, desires to grant the Parcel 1 Easement for the benefit of Parcel 2 for the purposes and on the terms and conditions described herein.

Based upon the foregoing, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto hereby agree as follows:

Agreement

1. **Grant of Easement.** WSD and MJPV each hereby grant, convey and warrant to each other nonexclusive easements described as follows:

1.1 WSD grants and conveys to MJPV, for the benefit of Parcel 2, a perpetual nonexclusive easement across, in, upon, and over the Parcel 1 Easement for the purposes described in Section 2 .

1.2 MJPV grants and conveys to WSD, for the benefit of Parcel 1, a perpetual nonexclusive easement for the purposes described in Section 2 _across, in, upon, and over the Parcel 2 Easement for the purposes described in Section 2.

2. **Purpose.** The purpose of the Parcel 1 Easement and the Parcel 2 Easement is to provide vehicles on the respective parcels with sufficient turn radius when entering and exiting the respective parcels. The Parcel 1 Easement and the Parcel 2 Easement together operate to create a mutually beneficial and reciprocal turning area serving both Parcel 1 and Parcel 2 (the "Turn Radius Area").

3. **Surface Rights; No Interference with Easement Rights; Nuisance and Waste.** Each party shall have the right to use the surface of the Turn Radius Area located on their respective property so long as such use does not interfere with the purpose of the Turn Radius Area as stated in Section 2 above. Both parties covenant that they will not erect any structures or landscaping of any kind on the Turn Radius Area, and further agree to restrict all vehicle parking on the Turn Radius Easement except as may be reasonably necessary to load and unload vehicles. Neither party shall do anything, directly or indirectly, which creates a nuisance or causes waste, destruction, or damage to the other party's property, whether within or outside of the Turning Radius Area.

4. **Running of Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, shall constitute a covenant running with the land for the benefit and burden

Parcel 1 and Parcel 2 respectively, and shall be binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

5. Maintenance and Repair. Each party shall, at its cost and expense, maintain and repair any portion of the Turn Radius Area located on such party's property, with such maintenance and repair restoring the portion of the Turn Radius Area to substantially the same condition as before the performance of any such maintenance and repair work; provided that, any damage to the Turn Radius Area, or the other party's property, caused by the negligence of one party (including its employees, contractors, guests, agents, and invitees) shall be immediately repaired by the responsible party at such party's sole cost and expense.

6. Indemnification. Except to the extent of the other party's negligence or concurrent negligence, each party (each, the "Indemnifying Party") shall indemnify and hold the other party, its directors, employees, members, directors, shareholders and managers (each, the "Indemnified Party") harmless against and from any claims, liabilities, causes of action, or damages (including reasonably attorneys' fees and expenses) arising out of Indemnifying Party's, or its representatives, agents or employees', exercise of the rights granted in, or obligations required under, this Agreement.

7. Notices. Any notice required under this Agreement shall be sent to the other party at the address as maintained by the Assessor of the County for the purpose of property tax notices for such party's property, and shall be sent by certified mail, property addressed and postage prepaid, unless the recipient party has given written notice to the sending party of a different address for notice.

8. Governing Law; Attorney Fees and Costs. This Agreement shall be governed by and construed and enforced in accordance with the laws of State of Washington. The parties agree that venue of any legal action brought to enforce this Agreement shall be in Chelan County, Washington. In the event of any litigation to enforce or interpret any covenant of this Agreement, to interpret the rights, duties, and obligations of the parties set forth herein, or to pursue any other remedy on default as provided herein, or by law, the substantially prevailing party shall be entitled to recover all reasonable attorneys' fees and reasonable costs and expenses in connection therewith, at trial and on appeal.

9. Severability. All provisions of this Agreement are severable, and the invalidity or enforceability of any provision shall not affect or impair the invalidity or enforceability of the remaining provisions.

10. Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

11. Captions and Construction. The captions in this Agreement are for the convenience of the reader and are not to be considered in the interpretation of its terms.

12. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements with respect to the matters described herein. This Agreement may be amended or modified only by written instrument, executed and acknowledged by the parties hereto or their successors or assigns, and recorded with the Chelan County Recorder.

13. Recording in Public Records. This Agreement shall be recorded in the public records of Chelan County, Washington.

SIGNATURES FOLLOW

IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year first written above.

WENATCHEE SCHOOL DISTRICT #246

By: _____

Its : _____

MJ PROPERTY VENTURES, LLC

Its: _____

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that s/he signed this instrument, on oath stated that s/he is authorized to execute the instrument and acknowledged it as the _____ of WENATCHEE SCHOOL DISTRICT NO. 246 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2026.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington
My Commission Expires_____

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that _____ the person who appeared before me and said person acknowledged that s/he signed this instrument, on oath stated that s/he is authorized to execute the instrument and acknowledged it as the _____ of MJ PROPERTY VENTURES, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2026.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington
My Commission Expires_____

EXHIBIT A