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REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 06/12/2026

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

|                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Document Title(s)</b> (or transactions contained therein):<br><br>Reciprocal Pedestrian Access Easement Reservation                                                                                                                             |
| <b>Reference Number(s) of Document(s) Assigned or Released:</b><br><br>N/A                                                                                                                                                                         |
| <b>Grantor(s):</b><br><br>1. JSTS Anacortes, LLC<br><br>2.<br><br>3.                                                                                                                                                                               |
| <b>Grantee(s):</b><br><br>1. JSTS Anacortes, LLC<br><br>2.<br><br>3.                                                                                                                                                                               |
| <b>Legal Description</b> (abbreviated: i.e., lot, block, plat or section, township, range):<br><br>Lots 1 through 6, Block 110, Map of the City of Anacortes<br>(Vol. 2 of Plats, page 4)<br><br>Additional legal is on page <u>2</u> of document. |
| <b>Assessor's Property Tax Parcel/Account Number(s):</b> <input type="checkbox"/> Not yet assigned<br><br>P55691                                                                                                                                   |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.                                                   |

**RECIPROCAL PEDESTRIAN ACCESS EASEMENT RESERVATION**

This Reciprocal Pedestrian Access Easement Reservation is hereby made by JSTS Anacortes, LLC, a Washington limited liability company ("**JSTS**").

WITNESSETH:

WHEREAS, JSTS is the legal owner of that certain real property located at 1405/1407 6th St in Anacortes, Skagit County, Washington commonly known as Tax Parcel No. P55691, legally described as follows (the "**Property**"):

Fractional Lots 1 through 6, inclusive, Block 110, "Map of the City of Anacortes, Skagit County, Washington" as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Also, that portion of that certain strip of land which is shown and designated on the said "Map of the City of Anacortes, Skagit County, Washington," as "Reserved a right-of-way for the Seattle and Northern Railroad Company," lying within the boundaries of a tract deed to E. Demopoulos by deed dated and recorded August 13, 1941, under Auditor's File No. 342997 in Volume 183 of Deeds, page 104, and described therein as follows:

"Abandoned Great Northern Right-of-Way through Block 110."

Situate in Anacortes, Skagit County, Washington.

AND WHEREAS, JSTS intends to record that certain City of Anacortes Boundary Line Adjustment No. BLA-2026-0002 for the Property (upon approval by the City), with future lot boundaries to be configured as shown on Exhibit A attached hereto and by this reference made a part hereof ("**Future Lot A**" and "**Future Lot B**", respectively);

AND WHEREAS, JSTS intends to sell or subdivide Future Lot A and/or Future Lot B, and desires to establish certain legal rights for each said future lot to utilize a portion of the other for pedestrian ingress and egress;

NOW, THEREFORE, JSTS does by these presents reserve forever unto itself and its successors and/or assigns a perpetual non-exclusive reciprocal pedestrian access easement over, through, across, and upon a portion of Future Lot A and/or Future Lot B of the Property, said portion being legally described as follows and as graphically depicted on the attached Exhibit A (the "**Easement Area**"):

The East 6.00 feet of the North 73.96 feet of Future Lot B and the West 2.00 feet of the North 73.96 feet of Future Lot A, both of future City of Anacortes Boundary Line Adjustment No. BLA-2026-0002 as depicted on Exhibit A attached hereto and by this reference made a part hereof;

Situate in Anacortes, Skagit County, Washington

TOGETHER WITH the right for the owners of Future Lot A and Future Lot B, without prior institution of suit or proceeding at law, at times as may be reasonably necessary, to enter upon, over, and along the Easement Area to construct, inspect, maintain, repair, alter, modify, replace, remove, and/or reconstruct the surface of the Easement Area.

All costs associated with construction, inspection, maintenance, repair, alteration, modification, replacement, removal, and/or reconstruction of the surface of the Easement Area shall be equally shared between the owners of Future Lot A and Future Lot B.

Any owner who accesses the Easement Area for the purposes contained herein shall restore the surface of the Easement Area to a condition reasonably equivalent to its condition prior to entry. The accessing owner shall exercise best efforts not to damage any private improvements within the Property, but if damage occurs, the accessing owner shall repair and/or replace said improvements at its sole expense.

No obstructions of any kind whatsoever shall be allowed within the Easement Area that would impede pedestrian access for the purposes herein defined.

This Reciprocal Pedestrian Access Easement Reservation shall be a covenant running with the land forever and shall be binding upon JSTS and its successors and/or assigns. The Property shall be held, used, leased, sold, and/or conveyed subject to the terms of this Reciprocal Pedestrian Access Easement Reservation.

It is intended that the rights and obligations created by this Reciprocal Pedestrian Access Easement Reservation shall not be affected by merger of title and shall therefore not automatically terminate or be extinguished solely by reason of existing or future common ownership of Future Lot A and Future Lot B.

Each owner of the Property agrees to indemnify, defend, and hold the other owners and their respective heirs, successors, and assigns, harmless from any and all liability associated with the use, enjoyment, repair, or maintenance of the Easement Area, including use by licensees or invitees.

In any suit or other proceeding brought by any of the parties to this Reciprocal Pedestrian Access Easement Reservation, arising out of, or pertaining to this Reciprocal Pedestrian Access Easement Reservation, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses from the substantially non-prevailing party, in addition to any other relief, including costs of collection.

GRANTOR  
JSTS Anacortes, LLC

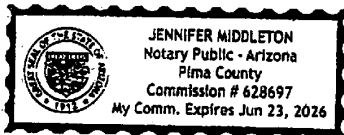
Signature \_\_\_\_\_ Date 6-9-26

By THOMAS W. SHARP  
Printed Name

Its MEMBER  
Title

STATE OF ARIZONA )  
COUNTY OF AZ ) ss.

On this 9 day of June, 2026, I certify that I know or have satisfactory evidence that Thomas W. Sharp is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the member of JSTS Anacortes, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Notary Public in and for the State of Arizona

Jennifer Middleton  
Printed Name

Residing at: TUCSON, AZ

Appointment Expires: 06/23/2026

