

**AFTER RECORDING RETURN TO:**

Lawrence White  
12513 Ave Dubois  
Lakewood WA 98498

**EXCISE TAX NOT REQUIRED  
BENTON CO EXCISE TAX DEPT  
BY ELANNA DEPUTY**

*EASEMENT 5/23/23*

**DOCUMENT TITLE(s):** Declaration for Covenants, Conditions, Restrictions and Easements for BMS Commercial Campus, a Commercial Owners Association, a Commercial Development within Badger Mountain South

**GRANTOR(s):**

Nor Am Investment, LLC, a Washington limited liability company  
Badger Communities, LLC, a Washington limited liability company  
Badger Mountain South Storage, LLC, a Washington limited liability company

**GRANTEE(s):**

The Public  
BMS Commercial Campus

**LEGAL DESCRIPTION:**

Ptn Parcel E of Survey 5439; Ptn 32/9/28; Ptn E2 31 & W2 32/9/28; Ptn E2 31 & W2 32; Ptn E2NE and NESE 31/9/28; Ptn 32/9/28; Ptn 32/9/28; Ptn NW 32/9/28 West of West Vineyard 1, Phase 1; Ptn 29/9/28; Lot 2 Amended BSP filed 4/18/2016 Vol 1 of Surveys, Page 4732; Lot 4 Amended BSP filed 4/18/2016 Vol 1 of Surveys, Page 4732; Tract A Amended BSP filed 4/18/2016 Vol 1 of Surveys, Page 4732; Ptn Parcel E of Survey 5439;

**ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):**

132982BP4732022; 132983000003036; 131981000001004; 132983000003028;  
132983000003029; 131981000001005; 131981000001006; 131981000001004;  
132983000003034; 132983000003035; 132983000003033; 129982000001002;  
132982BP4732025; 132982BP4732027; 132982BP4732026; 132982BP4732023;

AFTER RECORDING RETURN TO:  
Lawrence White  
12513 Ave Dubois  
Lakewood, WA 98498

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
AND EASEMENTS FOR BMS Commercial Campus, a Commercial Owners Association,  
A Commercial Development within Badger Mountain South**

GRANTORS: Nor Am Investment, LLC, a Washington limited liability company  
Badger Communities, LLC, a Washington limited liability company  
Badger Mountain South Storage, LLC, a Washington limited liability company

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GRANTEE: The Public; BMS Commercial Campus

LEGAL DESCRIPTION: See Exhibits A-M

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by  
Nor Am Investment, LLC, a Washington limited liability company ("Declarant"),  
Badger Communities, LLC, a Washington limited liability company (Declarant),  
Badger Mountain South Storage, LLC, a Washington limited liability company (Declarant).

The Declarants, are the owner of the real property in Benton County, Washington commonly known as BMS Commercial Campus in the planned community called Badger Mountain South and legally described in Exhibits A-M attached hereto (the "Real Property"). The Declarant hereby covenants, agrees, and declares that all of the Real Property and all of the housing units and commercial structures constructed on the Real Property are and will be, held, sold, and conveyed subject to and burdened by this Declaration which is for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Property for the benefit of all or any portion of the Real Property and the Owners thereof. All provisions of this Declaration shall run with the land and shall be binding upon the Real Property and each portion thereof and all persons owning, purchasing, leasing, subleasing, or occupying any Lot of Parcel constituting a Portion of the Real Property, and upon their respective heirs, successors, and assigns.

**ARTICLE 1  
DEFINITIONS**

- 1.1 "ACC" shall mean the Association's Architectural Control Committee.
- 1.2 "Articles" shall mean the Association's Articles of Incorporation.
- 1.3 "Association" shall mean the BMS Commercial Campus, a Washington nonprofit corporation, its successors and assigns.
- 1.4 "Association Action" shall mean a written corporate action of the Association in the form of either a bylaw or resolution duly passed by either the Board or the Owners.
- 1.5 "Board" shall mean the Board of Directors of the Association.
- 1.6 "Builder" shall mean any person or entity who purchases one or more Lots for the purpose of constructing Commercial or Housing Units thereon for resale.
- 1.7 "Bylaws" shall mean the Bylaws of the Association.
- 1.8 "Common Areas" shall mean any and all real property, personal property, improvements, and facilities owned by the Association or which each of the Lot Owners has a divided interest, as delineated on any plat within BMS Commercial Campus, and also including any easements owned by or benefiting the Association or the Lot Owners for the common use and enjoyment of all of the Owners.
- 1.9 "Debts" shall mean any assessments, charges, or fines (including any associated expenses, interest, costs, or attorney fees) due and payable from any Owner to the Association.
- 1.10 "Declaration" shall mean this instrument, as the same may be supplemented or amended from time to time.
- 1.11 "Declarant" shall mean Nor Am Investment, LLC, a Washington limited liability company, or such successor or assign as Declarant may designate.
- 1.12 "Development Period" shall mean the period of time from the date of recording of these CCR's until 60 days after all of the Real Property within the area designated in Exhibit A has been sold to a retail purchaser, or any shorter period, as determined by the Declarant at Declarant's sole discretion. For purposes of this definition "retail purchasers" means a person or entity who purchases a Lot for purposes of operating a business in or renting the building thereon and shall not include any person who purchases one or more Lots for the purpose of constructing Units thereon for resale. A Builder is not a retail purchaser.
- 1.13 "Governing Documents" shall mean the Declaration, the Articles, and the Bylaws of the Association, including any amendments to the foregoing, as well as any Rules and Regulations, architectural standards or guidelines, and such other documents as are lawfully adopted by the Board, ACC, or the Owners.

1.14 "A Unit" shall mean a building constructed on any BMS Commercial Campus lot or parcel.

1.15 "Lot" shall mean one of the lots located in the BMS Commercial Campus. Lot shall not mean or refer to any dedicated right of way, tracts, Parcel, or designated Common Areas.

1.16 "Member" shall mean every person or entity that holds a membership in the Association.

1.17 "Mortgage" shall mean any recorded mortgage or deed of trust encumbering one or more of the Lots. "First Mortgage" shall mean the holder or beneficiary of any first priority mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term "Institutional Mortgagees" shall mean banks, trust companies, insurance companies, mortgage companies, mortgage insurance companies, savings and loan associations, mutual savings banks, credit unions, or other entities chartered under federal or state laws, and any agency or department of the United States Government or of any state or municipal government that holds a Mortgage.

1.18 "Owner" shall mean the record owner (whether one or more individuals or entities) of a fee interest in any Lot or Parcel, but excluding mortgagees or other individuals or entities having an interest in any Lot or Parcel merely as security for the performance of an obligation. Purchasers from or assignees of Owners under recorded real estate contracts shall be deemed Owners and their respective sellers or assignors shall not constitute Owners.

1.19 "Parcel" shall mean any legal tax parcel located wholly or partially within BMS Commercial Campus.

1.20 "Person" shall mean a natural person, corporation, limited liability company, partnership, trustee, or other legal entity.

1.21 "Plat" shall mean all current and subsequent final plats, short plats, or binding site plans as may be recorded platting or dividing any portion of land within the BMS Commercial Campus.

1.22 "Real Property" and "BMS Commercial Campus" shall both mean the real property described in Exhibits A-M, and any additions thereto as may hereafter be subjected to the terms of this Declaration and all improvements and structures now or hereafter placed thereon, or annexation into BMS Commercial Campus. Additional phases may be added and there is no maximum number of additional lots. Declarant reserves the right to add additional, unspecified real estate to the Real Property for a period of ten years.

1.23 "Rules and Regulations" shall mean the rules and regulations of the Association.

1.24 "Sale" or "Sold" shall mean the date upon which ownership of a Lot is transferred from an Owner to another person by recordation of an instrument of transfer such as a deed or real estate contract.

1.25 "COA" shall mean Commercial Owners Association.

1.26 "BMS Commercial Campus" shall mean all properties described on Exhibits A-M attached hereto.

1.27 "Limited Common Areas" shall mean streets, sidewalks, street lights, and public areas located within Badger Station commercial subdivisions, binding site plans and lots.

1.28 "MACR" shall mean Master Association Consistency Review,

## ARTICLE 2 DECLARANT CONTROL

2.1 Development Period. During the Development Period, the Declarant shall manage the Association and exclusively have all of the rights, powers, and functions of the Board as set forth in the Governing Documents, and generally exercise all powers necessary to carry out the provisions of this Declaration, and shall act without further authority or approval from or action by the Members. The Declarant may delegate any of its managerial duties, powers, or functions to any Person. Upon termination of the Development Period, a Board shall be elected among the Owners, in accordance with the terms and provisions of the Governing Documents. The Board so elected shall have the authority and obligation to manage the Association under the Governing Documents.

2.2 Purpose of Development Period. The Declarant's control of the Association during the Development Period is established in order to ensure that the Real Property and the Association will be adequately administered in the initial phases of development, ensure an orderly transition of the Association operations, and to facilitate the completion of construction of Commercial and Residential projects and buildings.

2.3 Temporary Board. 60 days after the conveyance of twenty-five percent of the Lots that may be created to Owners other than a declarant (including Lots added by amendment to the Real Property), the Board shall be created with a total of four positions with Owners electing one Board seat while the Declarant maintains the remaining Board seats. Prior to this, Declarant may, in Declarant's sole discretion, and at such times as the Declarant deems appropriate, appoint up to four persons who may be Owners or representatives of corporations or other entities that are Owners, as a temporary Board. The Declarant may delegate to the temporary Board all of the rights, powers, and functions of the Declarant as set forth in the Governing Documents. Temporary Board members shall serve at the pleasure of the Declarant. After selecting a temporary Board, the Declarant, in the exercise of the Declarant's sole discretion, may at any time terminate the temporary Board and resume the Declarant's management authority.

## ARTICLE 3 THE ASSOCIATION

3.1 Authority of Association. The Association shall have the authority and obligation to manage and administer the Common Areas and to enforce this Declaration. The Association shall also have the authority and obligation to manage and administer the activities of the ACC in its responsibilities as described in this Declaration.

3.2 Association Membership. Every Owner of a Lot or Parcel shall by reason thereof be a Member of the Association. Membership shall not be separated from ownership of the Lot or Parcel to which it relates.

3.3 Votes Appurtenant to Lots and Parcels. Only one vote in the Association may be cast for each Lot or Parcel owned. When more than one person holds the beneficial fee interest in any Lot or Parcel, the vote therefore shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Parcel. If the several Owners of a Lot or Parcel are unable to agree as to the casting of their vote, such vote shall not be counted. Where a Person owns more than one Lot or Parcel, each vote of such Person may be cast separately.

3.4 Compliance with Governing Documents. By acceptance of a deed to a Lot or Parcel, execution of a real estate contract to purchase a Lot or Parcel, or any other means of acquisition of an ownership interest in a Lot or Parcel, whether or not it shall be so expressed in any such deed or other instrument, the Owner of each Lot and Parcel covenants and agrees, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents, as the same may be lawfully amended from time to time, and all decisions adopted pursuant to the Governing Documents.

3.5 Rules and Regulations. The Association shall have the power to adopt, amend, and enforce Rules and Regulations governing use of the Real Property or any other matter within the Association's authority, by Association Action; provided, however, that the Rules and Regulations are not inconsistent with any of the Governing Documents. The Association may prescribe fines in accordance with a previously established schedule adopted by the Board and furnished to the Owners for the violation of the Governing Documents. The Rules and Regulations shall become effective 30 days after adoption, elimination, or amendment and shall be mailed to all Owners within 14 days after adoption, elimination, or amendment. A copy of the Rules and Regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. The Rules and Regulations shall have the same force and effect as if set forth herein.

3.6 Managing Agent. The Association or the Board may, but shall not be required to, contract with a managing agent to assist the Board in the management and operation of the Association and may delegate such of its powers and duties to the managing agent as it deems to be appropriate, except as limited herein. Only the Board can adopt a regular or special budget. Any contract with a managing agent, or any other contract to provide for services, shall have a term no longer than one (1) year (but may be renewable by agreement of the parties for successive yearly periods) and shall be terminable by the Association or the Board without payment of a termination fee, with or without cause, on thirty (30) days prior written notice.

#### ARTICLE 4

#### ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

4.1 Owners' Covenant to Pay Assessments. After the completion of a Development Phase, each Owner of a Lot or Parcel by acceptance of a deed to a Lot or Parcel, execution of a real estate contract to purchase a Lot or Parcel, or acquiring an ownership interest in a Lot or Parcel by any other means, whether or not it shall be so expressed in any such deed or other instrument, covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all assessments levied as provided herein.

4.2 Initial Contribution. Upon the closing of the first sale of a Lot, an initial assessment of \$1,000 shall be paid to the Association by the purchaser of such Lot, to pay for Association expenses and

to reimburse the Declarant for expenses incurred relative to organizing the Association, preparing the Governing Documents, and construction and maintenance of Common Areas.

4.3 Association Budget. After expiration of the Development Period, the Board shall prepare, or cause the preparation of, an operating budget for the Association at least annually. The operating budget shall set forth all sums required by the Association, as estimated by the Board, to meet its annual costs and expenses.

Such expenses would include, but is not limited to, the following: all management and administrative costs; operation and maintenance expenses of streets, COA owned trails or sidewalks, common parking areas, or lighting (if not maintained by applicable government entity or utility provider), all operating and maintenance expenses of the Common Areas, including the amount of all taxes and assessments levied against, and the costs of liability and other insurance on, the Common Areas; all charges for any services furnished to the Association, including attorney's fees and costs; and the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements. The funds required to meet the Association's annual costs and expenses shall be raised from a general assessment against each Owner as provided hereafter. The Board may revise the operating budget after its preparation at any time and from time to time as it deems necessary or advisable in order to consider and defray additional costs and expenses of the Association.

4.4 Levy of General Assessment against Lot Owners is order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy in advance on every Lot Owner a general per Lot assessment as follows:

4.4.1 The general per Lot assessment shall be the amount of the Association's operating budget divided by the sum of the number of Lots. The initial annual assessment shall be \$500 for commercial lots plus \$.12 cents per square foot of space within a apartment building or buildings constructed on the lot parcel per year, \$.20 cent per square foot for retail per year, \$.10 cent per square foot per year for warehouse buildings, and \$.15 cent per square foot annually for office and health care buildings. All other uses not mentioned above shall be assessed by the Association during the plan review period. A prorated payment of the annual per square foot charge will initially be paid at COO of the building.

For residential, the initial annual assessment shall be \$300 for single family houses, attached single family houses, and condominiums per unit.

Each commercial or residential lot owner will be assessed annually in January. The initial annual assessment shall be prorated at closing for each lot.

4.4.2 The Board shall send to each Lot Owner a copy of the operating budget and notice of the amount of the general assessment (including all information required by RCW 64.90.480 and RCW 64.90.25 as amended) at least 30 days in advance of the budget meeting. The budget and general assessment shall be effective unless disapproved at a meeting by vote of Owners having at least 51% of the Lot Owner votes in the Association. There shall be no obligation to call a meeting to consider the budget or assessment unless a petition of Lot Owners having at least 10% of the Lot Owner votes in the Association is presented to the Board within 10 days after delivery of such notice. If a budget or assessment is disapproved or the Board fails to determine the budget for any year, until a budget is determined, the budget and assessment for the preceding year shall continue.

4.4.3 Upon any revision by the Board of the operating budget during the assessment period for which such budget was prepared, the Board shall, if necessary, revise the general assessment in the same manner as provided herein for the consideration of an initial general assessment.

4.5 Extraordinary Use Expenses. If a common expense is caused by the misconduct or negligence of a particular Owner, the Association has the right to treat such expense as an assessment against such Owner and the Owner's Lot or Parcel, and may be collected by the Association in the manner described in this Declaration for collection of assessments.

4.6 Payment of General Assessment. Upon Association Action, installments of the general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without penalty.

4.7 Commencement of Assessments. Liability of an Owner for assessments shall commence on the first day of the calendar month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed, the date of a recorded real estate contract for the sale of any Lot, the date of death in the case of a transfer by will or intestate succession, etc.). The Association may in its Rules and Regulations provide for an administratively convenient date for commencement of assessments that is not more than 90 days after the effective date established above. The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment.

4.8 Certificates and Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot or Parcel are paid and current to the date stated therein. A reasonable charge may be made by the Association for the issuance of such certificates.

4.9 Special Assessments. In addition to the general assessments authorized by this Article, the Board may levy a special assessment at any time applicable to that year only, for the purpose of defraying the cost of any construction or reconstruction, unexpected repair, or replacement of a capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purposes as the Board may consider appropriate. Provided, the Declarant shall not be obligated to pay any special assessments on Lots owned by the Declarant during the Development Period. Special assessments must follow the meeting procedure for general assessments as set forth in RCW 64.90.525. If the Declarant, or the Board determines that some costs are attributable to only a portion of the members, then those benefitted parties may be assessed such costs and other members would not be billed.

4.10 Fines Treated as Assessments. Any fines levied by the Association pursuant to the Governing Documents or RCW Chapter 64.90 (or successor statute authorizing the imposition of fines) shall be treated as an assessment of the Owner fined, and may be collected by the Association in the manner described in this Declaration for collection of assessments.

4.11 Lien - Personal Obligation. All assessments (including fines and other charges treated as assessments in this Declaration), together with interest and the cost of collection (including attorney's fees whether or not a suit has been filed) shall be a continuing lien upon the Lot or Parcel against which each such assessment is made. The lien shall be for the benefit of the Association and shall arise in accordance with the terms of the Declaration without necessity of any further action by the Association. The lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs



and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot or Parcel at the time the assessment was due. No Owner may waive or otherwise avoid liability for assessments by non-use of the Common Areas or abandonment of the Lot or Parcel. The sale or transfer of any Lot or any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein.

4.12 Delinquency. If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from said date at twelve percent (12%), or, if twelve percent (12%) exceeds the maximum amount of interest that can be charged by law, then the highest permissible rate as provided by law. A late charge may be applied in accordance with the Associations formally adopted collection policies for any payment more than ten (10) days past due. Each Member hereby expressly grants to the Association, or its agents, the authority to bring all actions against each Member personally for the collection of such assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an actions brought in the name of the Association in a like manner as a mortgage of real property, and such Member hereby expressly grants to the Association the power of sale in connection with such liens. The Association shall have the power to bid at a foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot obtained by the Association.

4.13 Suspension of Voting Rights. In the event any Member shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms of the Governing Documents for a period of thirty (30) days, the Member's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Members as may be provided in the Governing Documents.

4.14 Enforcement of Assessments. The Board may take against any Lot or Parcel Owner such action as is necessary, including the institution of legal proceedings, to enforce the provisions of this Article. Attorney's fees and costs incurred by the Board in enforcing the provisions of this Article shall be assessed against such Lot or Parcel Owner whether or not legal proceedings are instituted and may be collected by the Association in the manner described in this Declaration for collection of assessments.

4.15. Limited Common Areas. In the event that Common Areas are created by or for a portion of the members, these areas will be considered "Limited Common Areas". Private streets, private utilities, and common areas **within BADGER STATION** shall be considered Limited Common areas. The cost to maintain the Limited Common Areas will be borne by the members utilizing the Limited Common Area element, provided that the Association will have the right to oversee and direct the repairs and maintenance.

## ARTICLE 5 SUBORDINATION OF LIENS

5.1 Intent of Provisions. The provisions of this Article 6 apply for the benefit of each mortgagee who lends money for purposes of construction of any improvements on any Lot or Parcel or the payment of the purchase price of a Lot or Parcel.

5.2 Mortgagee's Non-Liability. The holder of a Mortgage against any Lot or Parcel shall not, by reason of such security interest only, be liable for the payment of any Debts nor for the observance or performance of any covenant or restriction, except for those matters which are enforceable by injunction or other equitable relief, not requiring the payment of money, and except as hereinafter provided.

5.3 Mortgagee's Rights During Foreclosure. During the pendency of any proceeding to foreclose a First Mortgage, including any period of redemption, the holder of the mortgage, or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the encumbered Lot or Parcel, including but not limited to, the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

5.4 Mortgagee as Owner. At such time as a mortgagee shall become the record owner of the Lot or Parcel previously encumbered by the Mortgage, the mortgagee shall be subject to all of the terms and conditions of the Governing Documents, including the obligation to pay for all Debts in the same manner as any Owner.

5.5 Mortgagee's Title Free and Clear of Liens. A mortgagee or other secured party who holds a First Mortgage and acquires title to a Lot or Parcel through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure, or equivalent method (collectively referred to in this Section 5.5 as "Foreclosure"), shall acquire title to the encumbered Lot or Parcel free and clear of any subordinate lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any Debts due but unpaid prior to the date the First Mortgagee became entitled to possession of the Lot or Parcel. The Association may treat any unpaid Debts against a Lot or Parcel subject to Foreclosure as a common expense of the Association.

5.6 Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot or Parcel, any Debts shall continue to exist and remain as a personal obligation of the Owner against whom the same were levied, and the Association may use reasonable efforts to collect the same from such Owner.

5.7 Subordination of Liens. The liens for assessments provided for in this Declaration shall be subordinate to the liens of any First Mortgage placed upon a Lot or Parcel as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest.

## ARTICLE 6 ARCHITECTURAL CONTROL

6.1 Appointment of ACC. The Declarant during the Development Period reserves the right to act as, and assume all powers and control of, the ACC or to appoint one or more individuals to the ACC who need not be Owners. At the expiration of the Development Period, the Board shall appoint one, three, or five members to the ACC. Members of the ACC shall serve without compensation, except that individuals appointed by the Declarant during the Development Period may receive compensation. After expiration of the Development Period, the Board shall serve as the ACC until members of the ACC are appointed.

6.2 Authority of ACC. The ACC shall have the authority and obligation to review and approve construction activity within the BMS Commercial Campus and such other authority provided for the ACC in the Governing Documents. ACC decisions shall be determined by a majority vote of the members of the ACC.

6.3 Approval by ACC Required. Except as to construction, alteration, or improvements performed by the Declarant, no construction activity of any type including clearing and grading, cutting or transplanting of significant natural vegetation may begin on a Lot, Parcel, Common Area, or common

element and no building, structure, signs, fence or other improvement shall be erected, placed or altered on any Lot, Parcel, Common Area, or common element until, at a minimum, the building plans, specifications, plot plans, and landscape plan showing the nature, kind, shape, height, materials, exterior color and location of such building, structure or other improvements have been submitted and approved in writing by the ACC or its authorized representative as to compliance with the Governing Documents and harmony of exterior design and location in relation to and its effect upon surrounding structures and topography. Further, no fences, hedges or walls shall be erected or altered and no significant exterior changes shall be made to any building including, but not limited to, exterior color changes, additions, or alterations, until such written approval shall have been obtained. For any construction, alteration, or improvements requiring a building or other land use permit from the City of Richland, application and approval by the ACC hereunder shall be obtained before such permit application is filed with the City.

6.4 Submission of Plans and Specifications. A written application for approval shall be submitted to the ACC in duplicate at the registered address of the Association, or such other address as the ACC shall have provided to the Owner in writing prior to submittal. The applicant shall include a check in the amount of \$277 for residential plan review and \$500 check for commercial plan review and \$750 for a commercial MACR. The application shall contain the name and address of the Owner, identification of the Lot, Parcel, or common element, and plans and specifications for the proposed construction activity, including:

- a. The location of the structure upon the Lot, Parcel, or common element, and location of site improvements and fixtures such as driveways, parking areas, sidewalks, patios, exterior appliances, fencing, signage, etc..
- b. The floor elevation of the structure with reference to the existing and finished Lot or Parcel grades;
- c. Floor plans and exterior elevations. Exterior elevations to include materials, detailing, colors with location of trim or varied colors indicated, and roof material and color;
- d. Landscape plan, including hardscape and fixture details; and
- e. Additional information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the ACC in evaluating development proposals.

The ACC shall prepare and make available to the Owners an application checklist setting forth all items required for a complete application. Within fifteen (15) days following receipt of an application, the ACC shall notify the applicant in writing as to whether the application is complete, or if any additional information is be required before the application is considered complete. If such notice is not given with 15 days, the application shall be deemed complete.

6.5 Time Limits. The ACC shall have 30 days from the date the application is deemed complete to review and respond to an application. If the ACC fails to notify the Owner of its action within the 30-day period, the Owner may proceed with the proposed construction activity notwithstanding the lack of written approval by the ACC or its authorized representative.

6.6 Standards for Evaluating Development Proposals. In addition to the standards and guidelines contained herein, the ACC may adopt and amend, subject to approval by the Board, written standards and/or guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering the Real Property. If such standards and/or guidelines are adopted, they shall be available to all interested parties upon

request and shall be binding upon all Property as if set forth herein. In addition to the standards and guidelines described above, in evaluating development proposals, the ACC shall determine whether the external design, color, building materials, appearance, height, configuration, location on the Lot, Parcel, and landscaping of the proposed structure (the "design elements") harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other buildings in the area, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration (collectively the "approval factors"). The ACC shall decline to approve any design (1) in which the design elements fail to harmonize with the approval factors described above or fail to comply with any standards or guidelines contained in the Declaration or promulgated by the ACC, (2) which impacts adversely on nearby Properties and Common Areas; or (3) is of a temporary or non-permanent nature. ACC determinations may be amended by a majority vote of ACC members. Any disapproval of an application by the ACC shall set forth in reasonable detail the reason for disapproval.

6.7 Compliance with Codes. The ACC, in its deliberations and in the discharge of its obligations hereunder, shall act objectively and fairly in making decisions concerning various plans, specifications, and proposals submitted to it by various applicants for consideration in accordance with the provisions of this Declaration. In all cases, ultimate responsibility for complying with all local building and land use codes and requirements rests with the Owner and contractor employed by the Owner. The ACC has no responsibility for ensuring that plans and specification which it reviews comply with local building or land use codes and requirements. In consideration of ACC's review of an application, the applicant shall indemnify and hold the ACC and its members (and Declarant) harmless from any claim for damages resulting from the ACC's approval or disapproval or any application, or the applicant's failure to comply with the applicable building or land use codes or other governmental requirements.

6.8 Variation. The ACC shall have the authority to approve plans and specifications which do not conform to the standards, guidelines and restrictions set forth in Articles 6 and 7 or adopted by the ACC in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved if variation will not (1) detrimentally impact the overall appearance of the development, (2) impair the attractive development of the subdivision, or (3) adversely affect the character of nearby Lots. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the ACC determines that the variation would further the purposes and intent of these restrictions.

6.9 No Waiver. Approval by the ACC of any plans, drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification or matter submitted for approval.

6.10 Consultation. The ACC may retain and consult persons or entities to assist in the evaluation of plans submitted to the Board for review.

6.11 Fees. The ACC may charge a fee for review of any matter submitted to it. Any fee schedule adopted by the ACC must be approved by the Declarant or the Board.

6.12 Appeals. After the Development Period, the Declarant/Board shall serve as an appellate panel to review decisions of the ACC upon request of a party aggrieved by the ACC's decision. The Declarant or the Board shall provide, through Rules and Regulations, a procedure by which decisions of the ACC may be appealed to the Board. The Board may choose, in its discretion, to limit the scope of such appeal and provide time limitations for appeals to be made.

6.13 Limitation of Liability. To the extent permitted by law, members of the ACC, Declarant or any other Person while acting as the ACC, their agents and consultants, shall have no personal liability for any action or decision made by the ACC. By acceptance of a deed to any Lot or Parcel, the Lot or Parcel Owner agrees and covenants not to maintain any action against any member of the ACC, Declarant, or any other Person while acting as the ACC, their agents and consultants, which seeks to hold such Person personally or individually liable for damages relating to or caused by any action, inaction, or decision of the ACC. Nonaction on the part of the ACC or the Declarant shall not exempt the applicant from any of the provisions of the Declaration or standards adopted by the ACC.

6.14 Failure to Obtain ACC Approval. If any Lot or Parcel Owner or in this Declaration, or if such improvement, construction, or activity is performed other than in accordance with ACC approval, such improvement, construction, or activity shall be deemed to be a violation of this Declaration. Upon written notice from the ACC or the Board, the Lot or Parcel Owner or condominium association shall remove or alter such improvement or construction and/or cease such activity, so as to comply with this Declaration and any standards adopted by the ACC. If compliance is not achieved within twenty days after the notice was given, the Association may record a notice of violation against the Lot or Parcel. All costs, expenses and attorney's fees (whether or not suit or arbitration is filed) incurred by the Association in obtaining compliance shall constitute a lien against the offending Lot or Parcel and a personal obligation of the Lot or Parcel Owner, which may be collected and foreclosed in the same manner as any other delinquent monthly or special assessment. If the violation involves a condominium common element the notice shall also be sent to each condominium unit owner, the notice of violation may be recorded against each condominium unit and the lien shall be against all the units and common elements of the condominium.

## ARTICLE 7

### USE COVENANTS, CONDITIONS, AND RESTRICTIONS

7.1 Building Type. No structure of any kind shall be erected or permitted to be maintained on any Lot or Parcel within BMS Commercial Campus other than structures and uses allowed under in this Declaration, which have been approved in accordance with the provisions of the Declaration. All Housing Units and buildings shall be of a "site-built" variety. Mobile and manufactured homes, and modular homes are specifically not permitted.

7.2 Building Setbacks. In no event shall setbacks violate applicable zoning regulations or be less than the building setback lines shown on the Plat.

7.3 Materials & Finishes. Architectural materials and assemblies shall be combined in a manner that assures longevity and sustainability, and should be coordinated to establish design consistency with the architectural style employed.

7.3.1 Durability of Materials - Materials, especially at the ground floor, should be durable and detailed in a manner that enlivens the public realm.

7.3.2 Masonry & Stone - Masonry veneer wall should be detailed with structural integrity, appearing thicker and heavier than other wall types, especially at doors and windows.

7.3.3 Synthetic Materials - The use of synthetic materials that mimic another material is prohibited unless they:

- (a) Have a permanence of color, texture and character that is acceptable for their proposed application.
- (b) Demonstrate ability to age similar to or better than the natural material they imitate. Adequately simulate the appearance of the natural material they imitate.
- (c) Can be pressure washed and withstand anti-graffiti measures.

7.3.4 Multiple Materials - Two or more wall materials may be combined in one facade. If located one above the other, lighter weight materials must be placed above the more substantial materials. In general, vertical joints between different materials shall only take place at inside corners.

7.3.5 Attached Elements, Finishes & Fixtures - The various elements of finishes, fixtures and architectural details shall be consistent with each other and the architectural style employed.

#### 7.4 Openings.

##### 7.4.1 Materials.

- (a) Windows, doors, frames, colors, and styles shall be appropriate to a building's architectural style.
- (b) Recommended window and door materials include wood, fiberglass, steel, vinyl and aluminum.
- (c) Glazing shall be clear glass, particularly in storefront and primary window applications. Etched glass, stained glass and glass block are allowed. Reflective and colored glass coatings are prohibited.

##### 7.4.2 Window Configurations

- (a) All metal frame windows shall have thermal breaks.
- (b) If mullions are used, true divide lights are preferable but not required.
- (c) Window orientation and proportion of openings shall be consistent with the architectural language of the building.
- (d) Awnings and shading devices are encouraged in order to manage solar gain. They shall be compatible with the building style and form proposed.

#### 7.5 Color Design.

7.5.1 The ACC may promulgate color palettes subject to approval by the Board.

7.5.2 Color on an individual unit, and the composition of color schemes used on one lot, should complement the architecture, and contribute to the variety of the streetscape and the overall neighborhood.

7.6 Date for Completion of Construction. Any structure erected or placed on a Lot shall be completed as to external appearance, including finished painting, within sixteen(16) months from the date of commencement of construction. Landscaping shall be completed within three (3) months after completion of the Unit. The ACC may grant time extensions for landscaping completion if weather conditions prevent compliance within the required time period.

7.7 Landscaping Standards. Lot owners will be responsible for keeping entryways and sidewalks clean and free of refuse and clutter. Each Lot owner grants the Association the right to move or dispose of personal items out of the Common Areas as part of landscaping maintenance without liability to the Association for any injury to personal property items left within the Common Areas

7.8 Fences.

7.8.1 General Requirements. Owners or occupants thereof. Cyclone, metal mesh and chain link or wood fencing are not allowed. All fencing shall be subject to ACC approval of the material, location, size, and construction details of the fence. Acceptable materials are split faced block, brown and tan vinyl, wrought iron or a similar product. Fence material should be consistent throughout BMS Commercial Campus as determined by the ACC. Fences shall not exceed six feet in height without approval from the ACC. Fence height limits shall not apply to trees, shrubs, hedges, or other landscaping.

7.9 Signs.

7.9.1 No signs, billboards, or other advertising structures or device shall be displayed to the public view on any Lot or common element that is not allowed in the BMS LUDR. Political yard signs, are not allowed on commercial property within BMS Commercial Campus. This Section 7.12 (a) (including, but not limited to, the restrictions on the number of signs and the sign size limit) shall not apply to signs approved under this Section by the Declarant during the Development Period. The Board may cause any sign placed on the Real Property or any adjacent right of way in violation of this Section 7.12, except signage placed by the Declarant, to be removed and destroyed without compensation of any kind to anyone including, but not limited to, the person or persons owning any interest in the signs removed.

7.9.2 The Declarant may establish, for the duration of the Development Period, signage guidelines and standards for Lot identification signs, "for sale" signs, real estate agent/broker identification signs and other signage that may be placed by parties other than the Declarant on any part of the Lots within BMS Commercial Campus or the Common Areas or public right of way, during the Development Period in order to promote the sale of the Builder's Lots. The Declarant may also develop an overall theme of signage within BMS Commercial Campus, including specific requirements for physical sign installations and size requirements with theme will then become part of the established guidelines and standards for signage during the Development Period. During the Development Period, the Declarant shall have the sole and exclusive right to approve, in the Declarant's sole discretion, any and all signage installations within a Plat, including adjacent right of way. During the Development Period, every Owner and any builder or real estate agent on behalf of an Owner, shall submit any proposed signs to the Declarant for approval prior to installation of the signs. Any signs not specifically approved by the Declarant found anywhere within a Plat or on any adjacent right of way, may be removed and disposed of by the Declarant. The absolute right of the Declarant to remove unauthorized signs from the Property and adjacent right of way specifically includes, but is not limited to, the declarant's right to remove any signs placed by real estate agencies or their representatives, including temporary reader board signs and other signage installations. No person, including but not limited to, the person or persons owning any interest in the signs removed, shall be entitled to compensation of any kind for signs removed by Declarant under this Section.

7.9.3 Notwithstanding any provision of this Section 8.12, during the Development Period signs placed by the Declarant shall not be subject to any sign restriction, guidelines, or standards, except applicable ordinances.

7.10 Driveways. Driveways shall be constructed of concrete, asphalt or paver materials. Pavers may be of brick, concrete, or stone. Concrete finish may be broom, stamped, or exposed aggregate. Porous materials are encouraged

7.11 Exposed Mechanical Equipment. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns. No radio or television antenna, or transmitting tower shall be permitted without approval of the ACC and a showing by the Owner that such installation will be visually shielded from view of persons traveling on streets within BMS Commercial Campus. Roof mounted solar panels that are in plane with the roof slope are deemed to be aesthetically concealed from view.

7.12 Vehicle Parking and Storage. No vehicle may be parked on any Lot or common element except on designated and approved driveways or parking areas. No parking (outside of normal business hours) of cars, boats, trailers, trucks, campers, recreational vehicles, or vehicles (collectively "Vehicle") shall be permitted on any Lot or common element in open view from any right of way or other Lot. Vehicle in an extreme state of disrepair shall not be parked within BMS Commercial Campus.

A Vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the ACC, its presence offends the reasonable sensibilities of the Commercial Campus lot owners. Upon 48 hours' notice to the owner of an improperly parked or stored Vehicle, the Association shall have authority to have the Vehicle removed at the owner's expense.

7.13 Lights. Exterior lighting shall be (1) architecturally integrated with the character of the associated structures, site design and landscape; (2) directed downward and shielded, or specifically directed to walls, landscape elements or other similar features, so that light is confined within the boundaries of the subject Lot or parcel; (3) installed so that lights do not blink, flash or be of unusually high intensity or brightness, and (4) appropriate in height, intensity and scale to the uses and the site they are serving. Temporary holiday lighting is exempt from the provisions of this section.

7.14 Maintenance of Lots and Parcels--Remedies for Failure to Maintain. The maintenance, upkeep, and repair of individual Lots, Parcels, and common elements shall be the sole responsibility of the Owners thereof, and in no way shall it be the responsibility of the Association, its agents, subagents, officers, or directors. Owners shall maintain their Lots, Parcels, buildings, common elements, and appurtenances thereto, in good order, condition, and repair, and in a clean, sightly, and sanitary condition at all times. After clearing of vegetation for construction of a building or structure on a Lot, the Lot Owner shall remove all debris from the clearing operation off site within twenty (20) days. During construction of a building, the Lot Owner shall pickup and dispose of scrap material and other debris on the site at least weekly. If any Lot or Parcel Owner shall fail to maintain his Lot, Parcel, building, or appurtenances thereto, and/or landscaping in the same condition as a reasonably prudent business operator/landowner, or to the standards set forth in this Declaration, the Association shall notify the Lot or Parcel Owner in writing of the maintenance required. If the maintenance is not performed within thirty (30) days of the date notice is delivered, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing Lot or Parcel Owner and the Lot or Parcel for the



cost of providing the maintenance. Including attorney's fees. The assessment shall constitute a lien against the Lot or Parcel owned by the non-performing Owner and may be collected and foreclosed in the same manner as any other delinquent monthly or special assessment. The Association shall have all remedies for collection as provided in this Declaration. In the event that emergency repairs are needed to correct a condition on a Lot or Parcel which poses a substantial risk of injury or significant property damage to others, the Association may immediately perform such repairs as may be necessary after the Association has attempted to give notice to the Owner of the repairs necessary. Such notice in emergency circumstances shall be sufficient if attempted orally or in writing immediately prior to the Association's undertaking the necessary repairs. Emergency repairs performed by the Association, if not paid for by the Lot or Parcel Owner, may be collected by the Association in the manner provided for herein notwithstanding the failure of the Association to give the Lot or Parcel Owner the thirty (30) day notice.

7.15 Garbage. No garbage, refuse, or rubbish shall be deposited or left in Veneto Villaggio, unless placed in a suitable covered container. Garbage containers shall not be permitted to remain in public view except the evening before and the day of garbage collection. No incinerator shall be kept or maintained, and no burning of any garbage, refuse, or rubbish of any kind shall be permitted.

7.16 Nuisances Prohibited. No noxious or offensive trade or activity shall be conducted in any portion of BMS Commercial Campus, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, Benton County, or any other applicable governmental entity. No Lot or Parcel shall be used in a fashion which unreasonable interferes with any other Owner's right to use and enjoy the other Owners' Lots and nothing shall be done or maintained on any portion of BMS Commercial Campus which may be or become an annoyance or nuisance to the neighborhood or other Owners or detract from the value of the BMS Commercial Campus community. The Board shall make the final determination of any violations of this section.

7.17 Drainage. The Owner of any Lot shall not take any action which would interfere with surface water drainage across that Lot either through natural drainage or by drainage easements. Any change of drainage, either through natural drainage areas or through drainage easements must be in accordance with all applicable state and local regulations. All drainage improvements must be completed prior to occupancy in accordance all applicable state and local regulations.

7.18 No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon the Real Property which may damage or interfere with any easement or the installation or maintenance of utilities without prior ACC approval.

7.19 Easements for Enforcement Purposes. Owners hereby grant to the Association an express easement for the purpose of going upon the Lots of Owners for the purpose of removing vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

7.20 Auto Repair. No auto repair, including occasional casual repairs and maintenance activities such as tune-ups or oil changes, shall be permitted except within enclosed garages which are kept closed.

7.21 Damage Repair. All Owners agree to repair immediately any damage to any utilities adjacent to their Lot, in the event any of the utilities are cracked, broken, or otherwise damaged as a result of dwelling construction activities, or other activities by Owner, by persons acting for Owner, or by persons in or around the property at the request or with the consent of the Owner.

7.22 Entry for Inspection. Any agent or member of the Declarant or any member of the ACC may at any reasonable predetermined hour upon 24 hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be guilty of trespass for such entry or inspection. There is created an easement over, under, and across, residential lots for the purpose of making and carrying out such inspections.

7.23 Contractor. Without prior approval of the ACC, no Unit or other structure requiring a building permit shall be constructed on any Lot or Parcel other than by a contractor licensed as a general contractor under the laws of the State of Washington.

7.24 Owner's Responsibility for Tenants and Invitees. In the event an Owner rents or leases the Owner's Lot or building, or a portion thereof, a copy of the Declaration, as well as any Rules and Regulations that may be adopted by the Association shall be made available by the Owner to the tenant prior to commencement of the tenancy. Each Owner personally, and the Owner's Lot or Parcel shall be liable for

any damages to any Common Area or any area which the Association has maintenance responsibility, caused by the Owner's tenant, agent, contractor, or other licensee or invitee of the Owner. Any such damages shall be treated as a special assessment of the Owner and may be collected by the Association in the manner described in the Declaration for collection of assessments.

7.25 Subdivision or Combination. During the Development Period, no Lot shall be divided or combined without the prior written consent of the Declarant, which may be withheld at the Declarant's sole discretion. After expiration of the Development Period, no Lot shall be divided or combined unless the Owners having sixty-seven percent (67%) or more of the total outstanding votes in the Association vote for such division or combination. Upon combination, the resulting Lot shall be considered one Lot for subsequent assessment and voting purposes. Upon division the resulting Lots will each be considered a Lot for subsequent assessment and voting purposes.

7.26 Enforcement of Articles 7 and 8—Association Lien. If a violation of Article 6 or Article 7 is not cured by the offending Lot or Parcel Owner within ten days of written notice by the Board, or such longer period as the Board deems reasonable ("Notice Period"), in addition to any other remedies, the Board may cause a lien to be recorded against the Owner's Lot or Parcel, for the benefit of the Association, for all costs, expenses, and attorney's fees (including preparation and recording of the lien) incurred by the Association to obtain compliance and cure of the violation, from the date of expiration of the Notice Period to the date compliance is obtained, whether such compliance is obtained by voluntary action, court order, or other proceeding. Such lien shall describe the specific violations and shall be foreclosable as a mortgage. Such costs, expenses and attorney's fees shall also be a personal obligation of the Owner who committed or is responsible for the violations.

## ARTICLE 8 EASEMENTS

8.1 Easements on Exterior Lot Lines. In addition to easements reserved on any Plat or shown by instrument of record, easements for utilities and drainage are reserved for the Declarant or its assigns, over a five-foot wide strip along each side of the interior Lot lines, except where attached buildings are allowed on the interior lot line, and seven feet over the rear and front of each Lot, and over, under, and on the Common Areas, provided that if the rear or front setback lines are less than seven feet, then the easement shall be to the setback line. Within all of the easements, no structure, planting or fill material shall be placed or permitted to remain which may, in the opinion of the Board or ACC, damage

or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels and the easements. The easement area of each Lot and all improvements within it shall be maintained continuously by the Owner of such Lot, except those improvements for which a public authority, utility company or the Association is responsible.

8.2 Association's Easement of Access. The Association, the ACC, and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes: (a) cleaning, maintenance, or repair of any unit or Lot as provided in this Declaration; (b) repair, replacement or improvement of any Common Area accessible from that Lot; (c) maintenance, repair or replacement of any street lighting on or accessible from that Lot; (d) emergency repairs necessary to prevent damage to the Common Areas or to another Lot, or to the

improvements thereon; (e) cleaning, maintenance, repair or restoration work which the Owner is required to do but has failed or refused to do; and (f) all acts necessary to enforce these Covenants.

8.3 Easement for Declarant. Declarant shall have an easement across all Common Areas for ingress, egress, storage and placement of equipment and materials, and other actions necessary or related to the development or maintenance of the Real Property.

## ARTICLE 9 COMMON AREAS

9.1 Conveyance of Common Areas. The Declarant, by recording this Declaration, conveys complete authority and control over the Common Areas to the Association.

9.2 Use and Enjoyment of Common Areas. All Common Areas shall be subject to an easement of common use and enjoyment in favor of the Association and every Lot Owner, their heirs, successors, and assigns, subject to and in accordance with the terms and conditions of the Plat and the Governing Documents. A Lot Owner's interest in the Common Areas shall be appurtenant to and shall not be separated from ownership of the Owner's Lot and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot, and then only to the transferee of such title and shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title. Parcel Owners shall have no right, title, or interest to or in the Common Areas.

9.3 Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and otherwise manage all the Common Areas so as to keep them in good repair and condition in accordance with applicable regulations and any conditions on the Plat or any applicable easement, and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action to promote the recreation, health, safety, and welfare of the Lot Owners. The Association shall take any action necessary or appropriate for the maintenance and upkeep of the Common Areas and improvements thereon. No trash, construction debris or waste, plant or grass clippings or other debris of any kind, nor any hazardous waste (as defined in federal, state or local law regulation) shall be dumped, deposited or placed on any Common Area.

9.4 Transfer of Common Area to Government Entity. Each Lot Owner hereby grants to the Association an irrevocable right to transfer, dedicate, or convey any portion of the Common Area to any state, county, municipal, or other government entity. Provided, tracts intended for public use may be

dedicated to a government entity only if such conveyance is for public use and the government entity assumes all responsibility for the operation and maintenance of such tract.

## ARTICLE 10 INSURANCE; CONDEMNATION; INDEMNIFICATION

10.1 Insurance Coverage. The Association may obtain and always maintain as a common expense a policy or policies written by companies licensed to do business in Washington which may include:

10.1.1 Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas. The Association shall be named as the insured as trustee for the benefit of the Owners and mortgagees as their interests appear. The Association may obtain such other fire and casualty insurance as it may determine will give substantially equal or greater protection to the Owners and their mortgagees, as their interests may appear.

10.1.2 General comprehensive liability insurance, in an amount to be determined by the Association, insuring the Association, the Owners, the Declarant during the Development Period, and any managing agent, against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

10.1.3 Worker's compensation insurance to the extent required by applicable laws.

10.1.4 Such other insurance as the Association deems advisable.

10.2 Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such event. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners and the Association shall segregate such proceeds from other funds of the Association.

10.3 Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefore shall be payable to the Association.

10.4 Indemnification. To the full extent permitted by law, the Association shall indemnify and defend any individual who was or is a party or is threatened to be made a party to any civil, criminal, administrative, or investigative action, suit, or proceeding (whether brought by or in the right of the Association or otherwise) by reason that he was a director or officer of the Association, against attorney fees, costs, expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding. Except the Association shall not indemnify and defend any individual who is alleged to have committed an intentional tort or a crime requiring mental intent greater than negligence, or who acted fraudulently or in bad faith in committing the act or omission which gave rise to the civil, criminal, administrative, or investigative action, suit, or proceeding.

at issue. The Board may, at any time, approve indemnification of any other individual who the Association has the power to indemnify under the law. The indemnification provided by this Section 11.4 shall not be deemed exclusive of any other rights to which an individual may be entitled as a matter of law or contract.

10.5 Insurance Coverage for Adjoining Structures. The Owner of any structure that adjoins a structure on another owner's Lot shall obtain and maintain at all times a policy or policies of insurance written by companies licensed to do business in Washington against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the structure.

## ARTICLE 11 ENFORCEMENT

11.1 Right to Enforce. The Association, Declarant, and any Owner, shall have the right to enforce, by any appropriate proceeding at law or in equity, all provisions of this Declaration. Failure or forbearance by any individual or entity entitled to enforce the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

11.2 Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of any of the provisions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

11.3 Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all individuals and entities purchasing, leasing, subleasing or otherwise occupying any portion of BMS Commercial Campus, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all provisions of this Declaration are binding upon all successors in interest despite the absence of a reference to this Declaration in any instrument of conveyance, lease, or sublease.

## ARTICLE 12 AMENDMENT

12.1 Amendments by Declarant or Association. Declarant acting alone may amend this Declaration at any time during the Development Period on Declarant's sole signature. All Owners agree to be bound by such amendment or amendments as made by the Declarant pursuant to this provision, and hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record such amendments. This Declaration may also be amended at any time by the Association if Owners having sixty-seven percent (67%) or more of the total outstanding votes in the Association vote for such amendment. During the Development Period, no such amendment shall be valid without also obtaining prior written consent of the Declarant.

13.2 Effective Date. Amendments shall take effect only upon recording with the Benton County Auditor.

### ARTICLE 13 GENERAL PROVISIONS

13.1 Term. This Declaration shall be effective for an initial term of twenty (20) years, and shall continue thereafter by automatic extension, for successive periods of ten (10) years each, unless terminated at the expiration of the initial term or any succeeding ten (10) year term by a termination agreement executed by the then Owners of not less than seventy-five percent (75%) of the Lots and Parcels then subject to this Declaration.

13.2 Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, regular and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot or Parcel, or personal property located on or in his Lot or Parcel. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas.

13.3 Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

13.4 Attorney Fees. In the event of a suit or action, or any appeal thereof, to enforce any provision of this Declaration or to collect any Debts due hereunder or to enforce any lien, the non-prevailing party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney fees that the prevailing party incurred in connection with such suit or action, or any appeal thereof.

13.5 Exclusion of Implied Warranties of Quality. Declarant disclaims any and all implied warranties of quality and any conveyance of title from Declarant to Owner or any subsequent Owner shall be "as is" and "with all faults." Declarant does not have the duty to complete all improvements shown on the Plat map.

13.6 No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot, may avoid or diminish the burdens or obligations imposed by this Declaration.

13.7 Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content, or intent of this Declaration or any part of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes any legal entity when the context so requires. The single number includes the plural whenever the context so requires.

13.8 Severability. Invalidation of any portion of the Governing Documents by judgment, court order, or arbitration award shall in no way affect any other portion of the Governing Documents.

13.9 Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing or by email. Notices may be mailed first-class postage

prepaid, and if so mailed, such Notices shall be deemed delivered on the date of mailing. Notices may also be hand-delivered. Notices which are mailed shall be addressed to the last known address of the addressee. Notice to any Owner may be delivered at any Lot or Parcel owned by such Owner; provided, however, that an Owner may from time to time by Notice delivered to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Lot or Parcel, notice to any one such Owner shall be sufficient. Owners shall keep the Declarant or Board informed regarding current email addresses. The address of the Association shall be provided in the Association's Bylaws. If the address of the Association is changed, Notice shall be given to all Owners within 30 days of such change.

13.10 Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

13.11 Conflict of Governing Documents. Any conflict between or among the Declaration, the Articles, Bylaws, or Rules and Regulations, shall be resolved in the following order of precedence: (1) Declaration; (2) Articles; (3) Bylaws; (4) Rules and Regulations.

IN WITNESS WHEREOF the undersigned has executed this Declaration of Covenants, Conditions, Restrictions, and Easements for BMS Commercial Campus.

Nor Am Investment, LLC,  
a Washington limited liability company

By: *Geoffrey T. Clark*

Geoffrey T. Clark  
Managing Member Declarant

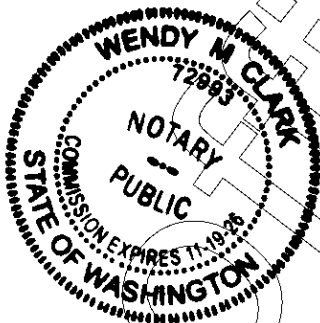
Date: 5/23/2023

STATE OF WASHINGTON

County of ~~Pierce~~ Benton

SS.

I certify that I know or have satisfactory evidence that Geoffrey T. Clark 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 COO of Nor Am Investment, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



*Wendy M. Clark*  
NOTARY PUBLIC

Print Name WENDY M. CLARK

My appointment expires: 11-19-26



Badger Communities, LLC,  
a Washington limited liability company

By: *Geoffrey T. Clark*

Geoffrey T. Clark  
Managing Member, Declarant

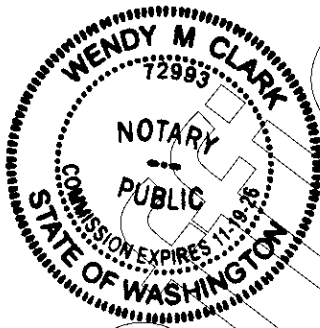
Date: 5/23/23

STATE OF WASHINGTON

County of ~~Pierce~~ Benton *WMC*

SS.

I certify that I know or have satisfactory evidence that Geoffrey T. Clark 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 managing member of Badger Communities, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



*WMC*  
NOTARY PUBLIC

Print Name WENDY M. CLARK

My appointment expires: 11.19.26

Badger Mountain South Storage, LLC,  
a Washington limited liability company

By: *Geoffrey T. Clark*

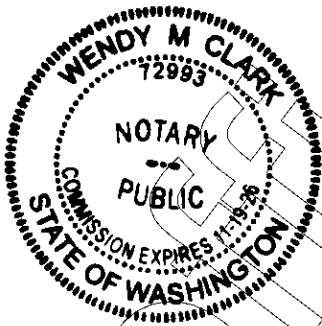
Geoffrey T. Clark  
Managing Member, Declarant

Date: 5/23/2023

STATE OF WASHINGTON

County of ~~Pierce~~ Benton )  
SS.

I certify that I know or have satisfactory evidence that Geoffrey T. Clark 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 managing member of Badger Mountain South Storage, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



*Wendy M. Clark*  
NOTARY PUBLIC

Print Name WENDY M. CLARK

My appointment expires: 11.19.26

**EXHIBIT A**  
**VENETO VILLAGIO & GATEWAY COMMERCIAL**  
**PORTION 1-3298-28P-4732-022**

THAT PORTION OF PARCEL E, RECORD SURVEY 5439, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5439, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATE IN THE NORTH HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY MOST CORNER OF TRACT C OF BINDING SITE PLAN 4732, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 4732, RECORDS OF BENTON COUNTY, SAID POINT BEING MONUMENTED BY A 5/8" REBAR WITH CAP STAMPED "38480" (FROM WHICH THE BEGINNING OF A CURVE ON THE NORTHWESTERLY BOUNDARY OF SAID TRACT C BEARS SOUTH 24°07'49" WEST 45.21 FEET, SAID POINT BEING MONUMENTED BY A 5/8" REBAR WITH CAP STAMPED "38480"); THENCE SOUTH 65°57'03" EAST 27.00 FEET ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT C AND THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF AVA WAY TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 245.00 FEET; THENCE SOUTHEASTERLY 21.02 FEET ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT C AND THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF AVA WAY THROUGH A CENTRAL ANGLE OF 4°55'00"; THENCE SOUTH 24°07'48" WEST 44.38 FEET ALONG THE SOUTHEASTERLY BOUNDARY OF SAID TRACT C TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 196.00 FEET; THENCE SOUTHWESTERLY 147.27 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHEASTERLY BOUNDARY OF SAID TRACT C THROUGH A CENTRAL ANGLE OF 43°02'59" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1439.50 FEET; THENCE SOUTHWESTERLY 45.90 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHEASTERLY BOUNDARY OF SAID TRACT C THROUGH A CENTRAL ANGLE OF 1°49'37" TO THE SOUTHERLY MOST CORNER OF SAID TRACT C; THENCE NORTH 19°43'36" WEST 41.72 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF SAID TRACT C TO THE SOUTH LINE OF LOT 20 OF SAID BINDING SITE PLAN 4732, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1397.50 FEET; THENCE WESTERLY 652.85 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTH LINE THROUGH A CENTRAL ANGLE OF 26°45'58" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 82°16'31" WEST 646.93 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5021.00 FEET; THENCE WESTERLY 315.49 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTH LINE THROUGH A CENTRAL ANGLE OF 3°36'01" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10.00 FEET; THENCE NORTHWESTERLY 16.62 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTH LINE THROUGH A CENTRAL ANGLE OF 95°12'27" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 979.00 FEET; THENCE NORTHERLY 36.76 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE WEST BOUNDARY OF SAID LOT 20 THROUGH A CENTRAL ANGLE OF 2°09'05" TO THE TRUE POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST 63.36 FEET; THENCE SOUTH 00°22'49" WEST 27.68 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY 40.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°44'45"; THENCE NORTH 87°52'26" WEST 6.89 FEET; THENCE SOUTH 02°07'34" WEST 56.00 FEET; THENCE SOUTH 87°52'26" EAST 10.12 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 38.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°15'15"; THENCE SOUTH 00°22'49" WEST 66.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 472.00 FEET; THENCE SOUTHERLY 28.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°28'43"; THENCE SOUTH 03°51'32" WEST 50.47 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 86°08'28" WEST 3.75 FEET; THENCE SOUTH 03°51'32" WEST 56.00 FEET; THENCE SOUTH 02°14'17" WEST 195.93 FEET TO THE NORTHERLY RIGHT OF WAY MARGIN OF TROWBRIDGE BOULEVARD, AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2021-020236, RECORDS OF BENTON COUNTY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 552.50 FEET; THENCE SOUTHWESTERLY 140.90 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 14°36'42" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 66°11'49" WEST 140.52 FEET) THENCE SOUTH 58°53'28" WEST 225.75 FEET ALONG SAID NORTHERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 447.50 FEET; THENCE SOUTHWESTERLY 236.96 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID

NORTHERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 30°20'23"; THENCE SOUTH 89°13'51" WEST 377.17 FEET ALONG SAID NORTHERLY RIGHT OF WAY MARGIN TO THE WEST LINE OF TRACT B OF SAID BINDING SITE PLAN 4732; THENCE THE FOLLOWING TWELVE COURSES ALONG THE WESTERLY AND NORTHERLY BOUNDARIES OF SAID TRACT B; THENCE NORTH 03°53'40" WEST 286.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1257.00 FEET; THENCE NORTHWESTERLY 109.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°00'28" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 877.00 FEET; THENCE NORTHWESTERLY 153.36 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°01'08"; THENCE NORTH 18°55'16" WEST 67.67 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1257.00 FEET; THENCE NORTHWESTERLY 249.98 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°23'40"; THENCE NORTH 30°18'55" WEST 318.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 780.50 FEET; THENCE NORTHWESTERLY 33.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°27'57" (THE LONG CHORD OF SAID CURVE BEARS NORTH 15°34'03" WEST 33.59 FEET) TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 569.50 FEET; THENCE NORTHWESTERLY 200.94 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°12'58"; THENCE NORTH 16°19'24" WEST 52.58 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 60.00 FEET; THENCE NORTHERLY 16.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°32'11" (THE LONG CHORD OF SAID CURVE BEARS NORTH 08°33'25" WEST 16.22 FEET) THENCE NORTH 29°04'13" EAST 59.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY 32.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°43'26" (THE LONG CHORD OF SAID CURVE BEARS NORTH 74°17'39" EAST 31.79 FEET) THENCE NORTH 89°48'39" EAST 610.51 FEET TO THE NORTHEASTERLY BOUNDARY OF PARCEL E OF SAID RECORD SURVEY 5439; THENCE THE FOLLOWING NINE COURSES ALONG SAID NORTHEASTERLY BOUNDARY; THENCE SOUTH 00°11'21" EAST 162.38 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 678.00 FEET; THENCE SOUTHEASTERLY 162.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°43'57" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 38°41'07" EAST 162.11 FEET) TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 692.37 FEET; THENCE SOUTHEASTERLY 435.79 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°03'46" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 63°46'02" EAST 428.63 FEET) THENCE SOUTH 53°36'42" EAST 53.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 294.16 FEET; THENCE SOUTHEASTERLY 117.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°49'04" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 70°34'44" EAST 116.37 FEET); THENCE SOUTH 81°59'37" EAST 149.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 92.12 FEET; THENCE EASTERLY 13.65 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°29'17" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 78°07'58" EAST 13.64 FEET); THENCE SOUTH 73°30'08" EAST 45.38 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 979.00 FEET; THENCE SOUTHERLY 72.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°14'31" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 11°32'26" WEST 72.46 FEET) TO THE TRUE POINT OF BEGINNING.

CONTAINS 29.12 ACRES, MORE OR LESS.



3-31-2023

EXHIBIT B  
BADGER STATION SHORT PLAT  
1-3298-300-0003-036 & PORTION 1-3198-100-0001-004

THAT PORTION OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, SITUATE IN THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 3°33'22" WEST 2710.38 FEET ALONG THE WEST LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING; THENCE NORTH 03°33'22" EAST 56.10 FEET ALONG THE WEST LINE OF SAID SECTION 32 TO THE SOUTHERLY BOUNDARY OF THAT PARCEL DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-000792, RECORDS OF BENTON COUNTY, WASHINGTON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 266.50 FEET, THENCE EASTERLY 34.12 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL THROUGH A CENTRAL ANGLE OF 07°20'05" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 86°19'57" EAST 34.09 FEET); THENCE NORTH 90°00'00" EAST 275.49 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY 40.51 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL THROUGH A CENTRAL ANGLE OF 92°49'52" TO A POINT OF COMPOUND CURVATURE ON THE BOUNDARY OF SAID PARCEL; THENCE LEAVING THE BOUNDARY OF SAID PARCEL SOUTH 78°46'09" EAST 51.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 18.50 FEET, THENCE SOUTHEASTERLY 29.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°08'09" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 45°42'05" EAST 26.19 FEET); THENCE NORTH 89°13'51" EAST 32.98 FEET; THENCE NORTH 85°25'00" EAST 82.68 FEET; THENCE NORTH 89°13'51" EAST 123.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY MARGIN OF DALLAS ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1955.00 FEET, THENCE SOUTHEASTERLY 219.52 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 6°26'00" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 00°22'30" EAST 219.40 FEET); THENCE SOUTH 15°08'59" WEST 49.76 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN; THENCE SOUTH 00°11'54" EAST 54.43 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN; THENCE SOUTH 05°52'08" WEST 296.17 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHWESTERLY 244.67 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 16°29'34"; THENCE NORTH 67°38'18" WEST 30.00 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 820.00 FEET, THENCE SOUTHWESTERLY 135.86 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 09°29'34" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 27°06'30" WEST 135.70 FEET) TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY MARGIN OF INTERSTATE 82; THENCE NORTH 87°01'04" WEST 115.21 FEET ALONG SAID NORTHEASTERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2905.00 FEET, THENCE NORTHWESTERLY 316.34 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 06°14'21" (THE LONG CHORD OF SAID CURVE BEARS NORTH 40°15'31" WEST 316.18 FEET) TO THE SOUTHERLY BOUNDARY OF THAT PARCEL DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-000791, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 90°00'00" EAST 227.41 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL; THENCE NORTH 00°00'40" EAST 36.44 FEET ALONG THE EASTERLY BOUNDARY OF SAID PARCEL TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 56.00 FEET, THENCE NORTHWESTERLY 48.87 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY BOUNDARY OF SAID PARCEL THROUGH A CENTRAL ANGLE OF 50°00'15" (THE LONG CHORD OF SAID CURVE BEARS NORTH 25°00'08" WEST 47.34 FEET); THENCE NORTH 00°00'00" EAST 548.04 FEET ALONG THE EASTERLY BOUNDARY OF SAID PARCEL TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY BOUNDARY OF SAID PARCEL THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 90°00'00" WEST 280.76 FEET ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL TO THE BEGINNING OF A CURVE, CONCAVE

TO THE NORTH, HAVING A RADIUS OF 322.50 FEET; THENCE WESTERLY 37.59 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL THROUGH A CENTRAL ANGLE OF 06°40'40" TO THE **POINT OF BEGINNING**.

**TOGETHER WITH** A PORTION OF THAT PARCEL DESCRIBED AS "PARCEL 8" IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-038600, SITUATE IN THE EAST HALF OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 3°33'22" WEST 2710.38 FEET ALONG THE EAST LINE OF SAID SECTION 31 TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE NORTH BOUNDARY OF THAT PARCEL DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-000791, RECORDS OF BENTON COUNTY, WASHINGTON (HEREINAFTER REFERRED TO AS "PARCEL 3"), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 322.50 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 73°12'30" WEST 113.26 FEET); THENCE NORTHWESTERLY 113.85 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 3 THROUGH A CENTRAL ANGLE OF 20°13'39"; THENCE SOUTH 26°54'19" WEST 23.76 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 3; THENCE SOUTH 0°00'42" WEST 132.41 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 3; THENCE LEAVING SAID PARCEL 3 NORTH 25°29'46" WEST 255.27 FEET ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 8" TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 48.00 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 86°16'40" EAST 95.98 FEET); THENCE NORTHERLY, NORTHEASTERLY, AND SOUTHEASTERLY 148.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 177°41'39" TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 266.50 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 66°24'02" EAST 149.28 FEET); THENCE SOUTHEASTERLY 151.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°31'46" TO A POINT ON THE EAST LINE OF SAID SECTION 31; THENCE SOUTH 3°33'22" WEST 56.10 FEET ALONG SAID EAST LINE TO THE **POINT OF BEGINNING**.

CONTAINS 7.30 ACRES, MORE OR LESS



3-31-2023

**EXHIBIT C**  
**BADGER STATION STORAGE**  
**1-3298-300-0003-028 & 1-3298-300-0003-029**

THAT PORTION OF THE EAST HALF OF SECTION 31 AND THE WEST HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 3°33'22" WEST 2710.38 FEET ALONG THE WEST LINE OF SAID SECTION 32 TO THE **POINT OF BEGINNING**, SAID POINT BEING ON A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 322.50 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 86°39'40" EAST 37.57 FEET); THENCE SOUTHEASTERLY 37.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°40'40"; THENCE SOUTH 90°00'00" EAST 280.76 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 0°00'00" EAST 548.04 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 56.00 FEET; THENCE SOUTHEASTERLY 48.87 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°00'15"; THENCE SOUTH 0°00'40" WEST 36.44 FEET; THENCE SOUTH 90°00'00" WEST 227.41 FEET TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF STATE ROUTE 82, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2905.00 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 32°26'41" WEST 475.49 FEET); THENCE NORTHWESTERLY 476.02 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 9°23'19"; THENCE NORTH 0°00'42" EAST 264.83 FEET; THENCE NORTH 26°54'19" EAST 23.76 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 322.50 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 73°12'30" EAST 113.26 FEET); THENCE SOUTHEASTERLY 113.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°13'39" TO THE **POINT OF BEGINNING**.

CONTAINS 5.89 ACRES, MORE OR LESS



*3-31-2023*

**EXHIBIT D**  
**BADGER STATION APARTMENTS**  
**1-3198-100-0001-005 & 1-3198-100-0001-006**

THAT PORTION OF THE EAST HALF OF SECTION 31 AND THE WEST HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 3°33'22" WEST 2056.14 FEET ALONG THE WEST LINE OF SAID SECTION 32 TO THE **POINT OF BEGINNING**; THENCE SOUTH 30°09'23" EAST 518.54 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY 131.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'31" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY 40.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°49'52"; THENCE NORTH 90°00'00" WEST 275.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 266.50 FEET; THENCE NORTHWESTERLY 300.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°35'14"; THENCE NORTH 25°34'48" WEST 508.94 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY 37.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°25'25"; THENCE NORTH 59°50'37" EAST 344.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 30°09'23" EAST 241.27 FEET TO THE **POINT OF BEGINNING**.

**TOGETHER WITH** THAT PORTION OF THE EAST HALF OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 3°33'22" WEST 2654.26 FEET ALONG THE EAST LINE OF SAID SECTION 31 TO THE SOUTHERLY MOST CORNER OF THAT PARCEL DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-000792, RECORDS OF BENTON COUNTY, WASHINGTON (HEREINAFTER REFERRED TO AS "PARCEL 4"), AND THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 3°33'22" WEST 56.10 FEET ALONG THE EAST LINE OF SAID SECTION 31 TO THE NORTH BOUNDARY OF THAT PARCEL DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-000791, RECORDS OF BENTON COUNTY, WASHINGTON (HEREINAFTER REFERRED TO AS "PARCEL 3"); SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 322.50 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 73°12'30" WEST 113.26 FEET); THENCE NORTHWESTERLY 113.85 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 3 THROUGH A CENTRAL ANGLE OF 20°13'39"; THENCE SOUTH 26°54'19" WEST 23.76 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 3; THENCE SOUTH 0°00'42" WEST 132.41 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 3; THENCE LEAVING SAID PARCEL 3 NORTH 25°29'46" WEST 857.95 FEET; THENCE NORTH 59°50'37" EAST 87.38 FEET TO THE WESTERLY BOUNDARY OF SAID PARCEL 4, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 17°07'55" WEST 33.92 FEET); THENCE SOUTHWESTERLY 37.27 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 4 THROUGH A CENTRAL ANGLE OF 85°25'25"; THENCE SOUTH 25°34'48" EAST 508.94 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 4 TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 266.50 FEET; THENCE SOUTHEASTERLY 266.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°15'09" ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 4 TO THE **POINT OF BEGINNING**.

**EXCEPT** A PORTION OF THAT PARCEL DESCRIBED AS "PARCEL B" IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-038600, SITUATE IN THE EAST HALF OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH  $3^{\circ}33'22''$  WEST 2710.38 FEET ALONG THE EAST LINE OF SAID SECTION 31 TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE NORTH BOUNDARY OF THAT PARCEL DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-000791, RECORDS OF BENTON COUNTY, WASHINGTON (HEREINAFTER REFERRED TO AS "PARCEL 3"), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 322.50 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH  $73^{\circ}12'30''$  WEST 113.26 FEET); THENCE NORTHWESTERLY 113.85 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 3 THROUGH A CENTRAL ANGLE OF  $20^{\circ}13'39''$ ; THENCE SOUTH  $26^{\circ}54'19''$  WEST 23.76 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 3; THENCE SOUTH  $0^{\circ}00'42''$  WEST 132.41 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 3; THENCE LEAVING SAID PARCEL 3 NORTH  $25^{\circ}29'46''$  WEST 255.27 FEET ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL B" TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 48.00 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH  $86^{\circ}16'40''$  EAST 95.98 FEET); THENCE NORTHERLY, NORTHEASTERLY, AND SOUTHEASTERLY 148.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $177^{\circ}41'39''$  TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 266.50 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH  $66^{\circ}24'02''$  EAST 149.28 FEET); THENCE SOUTHEASTERLY 151.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $32^{\circ}31'46''$  TO A POINT ON THE EAST LINE OF SAID SECTION 31; THENCE SOUTH  $3^{\circ}33'22''$  WEST 56.10 FEET ALONG SAID EAST LINE TO THE **POINT OF BEGINNING**.

CONTAINS 8.77 ACRES, MORE OR LESS



3-31-2023

EXHIBIT E  
BADGER STATION REMAINDER 1  
1-3198-100-0001-004

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING NORTHEASTERLY OF THE RIGHT OF WAY OF STATE ROUTE 82.

**EXCEPT** THAT PORTION DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2017-017661, RECORDS OF BENTON COUNTY, WASHINGTON

**AND EXCEPT** THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE EAST HALF OF SECTION 31 AND THE WEST HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 3°33'22" WEST 2710.38 FEET ALONG THE WEST LINE OF SAID SECTION 32 TO THE **POINT OF BEGINNING**; SAID POINT BEING ON A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 322.50 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 86°39'40" EAST 37.57 FEET); THENCE SOUTHEASTERLY 37.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°40'40"; THENCE SOUTH 90°00'00" EAST 280.76 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 0°00'00" EAST 548.04 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 56.00 FEET; THENCE SOUTHEASTERLY 48.87 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°00'15"; THENCE SOUTH 0°00'40" WEST 36.44 FEET; THENCE SOUTH 90°00'00" WEST 227.41 FEET TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF STATE ROUTE 82, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2985.00 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 32°26'41" WEST 475.49 FEET); THENCE NORTHWESTERLY 476.02 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 9°23'19"; THENCE NORTH 0°00'42" EAST 264.83 FEET; THENCE NORTH 26°54'19" EAST 23.76 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 322.50 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 73°12'30" EAST 113.26 FEET); THENCE SOUTHEASTERLY 113.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°13'39" TO THE **POINT OF BEGINNING**.

**AND EXCEPT** THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE EAST HALF OF SECTION 31 AND THE WEST HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

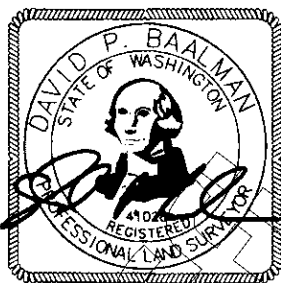
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 3°33'22" WEST 2056.14 FEET ALONG THE WEST LINE OF SAID SECTION 32 TO THE **POINT OF BEGINNING**; THENCE SOUTH 30°09'23" EAST 518.54 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY 131.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'31" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY 40.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°49'52"; THENCE NORTH 90°00'00" WEST 275.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 266.50 FEET; THENCE NORTHWESTERLY 300.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°35'14"; THENCE NORTH 25°34'48" WEST 508.94 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY 37.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°25'25"; THENCE NORTH 59°50'37" EAST 344.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A

CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 30°09'23" EAST 241.27 FEET TO THE POINT OF BEGINNING.

SUBJECT TO PUBLIC ROAD RIGHT OF WAY FOR DALLAS ROAD.

AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 3°33'22" WEST 2654.26 FEET ALONG THE EAST LINE OF SAID SECTION 31 TO THE SOUTHERLY MOST CORNER OF THAT PARCEL DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-000792, RECORDS OF BENTON COUNTY, WASHINGTON (HEREINAFTER REFERRED TO AS "PARCEL 4"), AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 3°33'22" WEST 56.10 FEET ALONG THE EAST LINE OF SAID SECTION 31 TO THE NORTH BOUNDARY OF THAT PARCEL DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-000791, RECORDS OF BENTON COUNTY, WASHINGTON (HEREINAFTER REFERRED TO AS "PARCEL 3"), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 322.50 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 73°12'30" WEST 113.26 FEET); THENCE NORTHWESTERLY 113.85 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 3 THROUGH A CENTRAL ANGLE OF 20°13'39"; THENCE SOUTH 26°54'19" WEST 23.76 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 3; THENCE SOUTH 0°00'42" WEST 132.41 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 3; THENCE LEAVING SAID PARCEL 3 NORTH 25°29'46" WEST 857.95 FEET; THENCE NORTH 59°50'37" EAST 87.38 FEET TO THE WESTERLY BOUNDARY OF SAID PARCEL 4, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 17°07'55" WEST 33.92 FEET); THENCE SOUTHWESTERLY 37.27 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 4 THROUGH A CENTRAL ANGLE OF 85°25'25"; THENCE SOUTH 25°34'48" EAST 508.94 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 4 TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 266.50 FEET; THENCE SOUTHEASTERLY 266.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°15'09" ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 4 TO THE POINT OF BEGINNING.



3-31-2023

EXHIBIT F  
BADGER STATION REMAINDER 2  
1-3298-300-0003-034

THAT PORTION SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, SITUATE IN THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 3°33'22" WEST 2056.14 FEET ALONG THE WEST LINE OF SAID SECTION 32 TO THE NORTHEASTERLY BOUNDARY OF THAT PARCEL DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-000792, RECORDS OF BENTON COUNTY, WASHINGTON AND THE POINT OF BEGINNING;

THENCE SOUTH 30°09'23" EAST 101.22 FEET ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL;

THENCE NORTH 59°50'37" EAST 475.10 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY MARGIN OF DALLAS ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1155.00 FEET, THENCE NORTHWESTERLY 66.17 FEET ALONG THE ARC OF SAID CURVE AND ALONG WESTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 03°16'56" (THE LONG CHORD OF SAID CURVE BEARS NORTH 28°40'25" WEST 66.16 FEET)

THENCE NORTH 30°18'53" WEST 74.02 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN;

THENCE NORTH 24°36'15" WEST 50.25 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN;

THENCE NORTH 30°18'53" WEST 206.33 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1240.00 FEET, THENCE NORTHWESTERLY 45.12 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 02°05'06" (THE LONG CHORD OF SAID CURVE BEARS NORTH 29°16'20" WEST 45.12 FEET);

THENCE NORTH 37°56'44" WEST 52.83 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1250.00 FEET, THENCE NORTHWESTERLY 468.75 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 21°29'09" (THE LONG CHORD OF SAID CURVE BEARS NORTH 15°05'57" WEST 466.01 FEET)

THENCE NORTH 08°38'03" WEST 52.42 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN;

THENCE NORTH 01°00'56" WEST 51.28 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN;

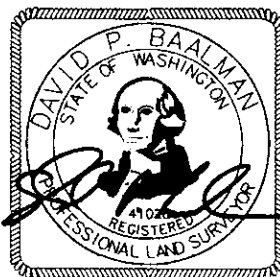
THENCE NORTH 07°53'40" EAST 101.12 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN;

THENCE NORTH 00°38'11" WEST 274.99 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO A POINT ON THE WEST LINE OF SAID SECTION 32;

THENCE SOUTH 03°33'22" WEST 1508.98 FEET ALONG THE WEST LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING.

CONTAINS 5.52 ACRES, MORE OR LESS.

3-31-2023



**EXHIBIT G**  
**BADGER STATION REMAINDER 3**  
**1-3298-300-0003-035**

**THAT PORTION** SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, SITUATE IN THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 3°33'22" WEST 2056.14 FEET ALONG THE WEST LINE OF SAID SECTION 32 TO THE NORTHEASTERLY BOUNDARY OF THAT PARCEL DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2022-000792, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 30°09'23" EAST 101.22 FEET ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 30°09'23" EAST 417.32 FEET ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY 131.15 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL THROUGH A CENTRAL ANGLE OF 27°19'31" TO A POINT OF COMPOUND CURVATURE ON THE BOUNDARY OF SAID PARCEL;

THENCE LEAVING THE BOUNDARY OF SAID PARCEL SOUTH 78°46'09" EAST 51.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 18.50 FEET, THENCE SOUTHEASTERLY 29.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°08'09" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 45°42'05" EAST 26.19 FEET);

THENCE NORTH 89°13'51" EAST 32.98 FEET;

THENCE NORTH 85°25'00" EAST 82.68 FEET;

THENCE NORTH 89°13'51" EAST 123.54 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF DALLAS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1955.00 FEET; THENCE NORTHWESTERLY 10.32 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 0°18'09" (THE LONG CHORD OF SAID CURVE BEARS NORTH 3°44'34" WEST 10.32 FEET).

THENCE NORTH 03°53'38" WEST 14.88 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN;

THENCE NORTH 25°41'37" WEST 53.85 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN;

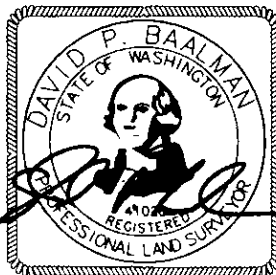
THENCE NORTH 03°53'40" WEST 222.63 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1135.00 FEET; THENCE NORTHERLY 215.06 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 10°51'23";

THENCE NORTH 06°47'50" EAST 51.73 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1155.00 FEET, THENCE NORTHWESTERLY 199.47 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 09°53'42" (THE LONG CHORD OF SAID CURVE BEARS NORTH 22°05'06" WEST 199.22 FEET)

THENCE SOUTH 59°50'37" WEST 475.10 FEET TO THE **POINT OF BEGINNING**.

**CONTAINS 5.73 ACRES, MORE OR LESS.**

*3-31-2023*



**EXHIBIT H**  
**ADULT LIVING SOUTH PARCEL**  
**PORTION 1-3298-300-0003-033**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON LYING WEST OF WEST VINEYARD 1, PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 458, RECORDS OF BENTON COUNTY, WASHINGTON; LYING NORTH OF AVA WAY, AS DEDICATED ON SAID PLAT OF WEST VINEYARD 1, PHASE 1; LYING EAST OF DALLAS ROAD, AS DESCRIBED IN DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 595157, 92-16778 AND 92-16779, RECORDS OF BENTON COUNTY, WASHINGTON; AND LYING NORTH AND EAST OF THAT PARCEL OF LAND AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2013-009502, RECORDS OF BENTON COUNTY, WASHINGTON.



**3-31-2023**

**EXHIBIT I**  
**ADULT LIVING NORTH PARCEL**  
**1-2998-200-0001-002**

THAT PORTION OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 89° 23' 44" EAST, 1951.66 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 65° 57' 03" WEST, 116.18 FEET; THENCE SOUTH 89° 48' 41" WEST, 641.83 FEET; THENCE NORTH 00° 38' 28" WEST, 324.30 FEET; THENCE SOUTH 89° 21' 30" WEST, 1154.45 FEET TO THE EAST LINE OF DALLAS ROAD AND THE **TERMINUS OF SAID LINE**.

**EXCEPT** THE WEST 40 FEET FOR COUNTY ROAD RIGHT OF WAY;

**AND EXCEPT** THAT PORTION DEEDED TO THE COUNTY OF BENTON, STATE OF WASHINGTON UNDER QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 783437, RECORDS OF BENTON COUNTY, WASHINGTON;

**AND EXCEPT** STATE HIGHWAY RIGHT OF WAY

**AND EXCEPT** PORTION CONVEYED TO BENTON COUNTY FOR ROAD UNDER AUDITOR'S FILE NUMBERS 92-16778 AND 92-16779

**AND EXCEPT** THOSE PORTIONS ACQUIRED BY THE STATE OF WASHINGTON UNDER EMINENT DOMAIN PROCEEDINGS FILED IN BENTON COUNTY SUPERIOR COURT CAUSE #82-2-00869-6

**AND EXCEPT** ANY PORTION THEREOF LYING WITHIN THE ALTERATION OF TRACTS C-E, K-M, LOTS 111-122, 125, 127, AND 141-152, WEST VINEYARD PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 529, RECORDS OF BENTON COUNTY, WASHINGTON.



**3-31-2023**

**EXHIBIT J**  
**MERCANTILE PARCEL A**  
**PARCEL A ROS 5439**  
**1-3298-28P-4732-025**

LOT 2 OF AMENDED BINDING SITE PLAN FILED FOR RECORD APRIL 18, 2016 IN VOLUME 1 OF SURVEYS AT PAGE 4732 UNDER AUDITOR'S FILE NUMBER 2016-010252, RECORDS OF BENTON COUNTY, WASHINGTON.

**TOGETHER WITH:** THAT PORTION OF TRACT "A" OF AMENDED BINDING SITE PLAN FILED FOR RECORD APRIL 18, 2016 IN VOLUME 1 OF SURVEYS AT PAGE 4732 UNDER AUDITOR'S FILE NUMBER 2016-010252, RECORDS OF BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SAID AMENDED BINDING SITE PLAN; THENCE NORTH 89°48'39" EAST 29.50 FEET ALONG THE NORTH LINE OF SAID TRACT "A"; THENCE SOUTH 0°11'21" EAST 20.27 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE CONCAVE NORTHEAST; THENCE SOUTHERLY 79.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°21'45"; THENCE SOUTH 44°26'54" WEST 208.08 FEET TO THE SOUTHWEST LINE OF SAID TRACT "A"; THENCE NORTH 41°35'33" WEST 46.62 FEET ALONG THE SOUTHWEST LINE OF SAID TRACT "A" TO THE SOUTHERLY CORNER OF SAID LOT 2; THENCE NORTH 44°26'54" EAST 184.00 FEET ALONG THE EASTERLY BOUNDARY OF SAID LOT 2 TO THE BEGINNING OF A 129.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (THE LONG CHORD OF WHICH BEARS NORTH 12°20'55" WEST 54.55 FEET); THENCE NORTHERLY 54.96 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 2 THROUGH A CENTRAL ANGLE OF 24°19'02"; THENCE NORTH 0°11'21" WEST 20.27 FEET ALONG SAID EASTERLY BOUNDARY TO THE POINT OF BEGINNING.

**AND TOGETHER WITH:** THAT PORTION OF TRACT "B" OF AMENDED BINDING SITE PLAN FILED FOR RECORD APRIL 18, 2016 IN VOLUME 1 OF SURVEYS AT PAGE 4732 UNDER AUDITOR'S FILE NUMBER 2016-010252, RECORDS OF BENTON COUNTY, WASHINGTON LYING EAST AND NORTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF SAID AMENDED BINDING SITE PLAN; THENCE SOUTH 89°48'39" WEST 40.74 FEET ALONG THE NORTH LINE OF SAID TRACT "B" TO THE POINT OF BEGINNING; THENCE SOUTH 0°11'21" EAST 162.38 FEET TO THE BEGINNING OF A 678.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (THE LONG CHORD OF WHICH BEARS SOUTH 38°41'07" EAST 162.11 FEET); THENCE SOUTHEASTERLY 162.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°43'57"; THENCE NORTH 44°26'54" EAST 69.92 FEET TO THE SOUTHWEST LINE OF TRACT "A" OF SAID AMENDED BINDING SITE PLAN AND TO THE TERMINUS OF SAID DESCRIBED LINE.

SITUATE IN THE NORTH HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN

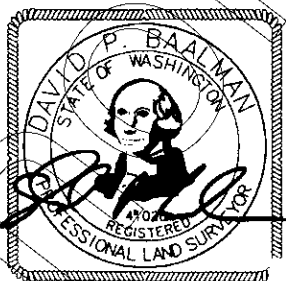




EXHIBIT K  
MERCANTILE PARCEL C  
PARCEL C ROS 5439  
1-3298-2BP-4732-027

LOT 4 OF AMENDED BINDING SITE PLAN FILED FOR RECORD APRIL 18, 2016 IN VOLUME 1 OF SURVEYS AT PAGE 4732 UNDER AUDITOR'S FILE NUMBER 2016-010252, RECORDS OF BENTON COUNTY, WASHINGTON.

**TOGETHER WITH:** THAT PORTION OF TRACT "A" OF AMENDED BINDING SITE PLAN FILED FOR RECORD APRIL 18, 2016 IN VOLUME 1 OF SURVEYS AT PAGE 4732 UNDER AUDITOR'S FILE NUMBER 2016-010252, RECORDS OF BENTON COUNTY, WASHINGTON LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID AMENDED BINDING SITE PLAN; THENCE NORTH 89°48'39" EAST 48.04 FEET ALONG THE NORTH LINE OF SAID TRACT "A" AND TO THE POINT OF BEGINNING; THENCE SOUTH 0°11'21" EAST 164.07 FEET TO THE BEGINNING OF A 475.18 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (THE LONG CHORD OF WHICH BEARS SOUTH 25°00'39" WEST 322.04 FEET); THENCE SOUTHWESTERLY 328.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°36'50" TO THE SOUTHWEST LINE OF SAID TRACT "A" AND TERMINUS OF SAID DESCRIBED LINE.

**AND TOGETHER WITH:** THAT PORTION OF TRACT "B" OF AMENDED BINDING SITE PLAN FILED FOR RECORD APRIL 18, 2016 IN VOLUME 1 OF SURVEYS AT PAGE 4732 UNDER AUDITOR'S FILE NUMBER 2016-010252, RECORDS OF BENTON COUNTY, WASHINGTON LYING EAST AND NORTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID AMENDED BINDING SITE PLAN; THENCE NORTH 89°48'39" EAST 48.04 FEET ALONG THE NORTH LINE OF TRACT "A" OF SAID AMENDED BINDING SITE PLAN; THENCE SOUTH 0°11'21" EAST 164.07 FEET TO THE BEGINNING OF A 475.18 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (THE LONG CHORD OF WHICH BEARS SOUTH 25°00'39" WEST 322.04 FEET); THENCE SOUTHWESTERLY 328.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°36'50" TO THE SOUTHWEST LINE OF SAID TRACT "A" AND TO THE POINT OF BEGINNING AND TO THE BEGINNING OF A 650.10 FOOT RADIUS REVERSE CURVE CONCAVE TO THE SOUTHEAST (THE LONG CHORD OF WHICH BEARS SOUTH 33°22'50" WEST 48.45 FEET); THENCE SOUTHWESTERLY 48.47 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°16'17"; THENCE SOUTH 53°36'42" EAST 26.61 FEET TO THE BEGINNING OF A 294.16 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (THE LONG CHORD OF WHICH BEARS SOUTH 70°34'44" EAST 116.37 FEET); THENCE SOUTHEASTERLY 117.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°49'04"; THENCE SOUTH 81°59'37" EAST 149.20 FEET TO THE BEGINNING OF A 92.12 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (THE LONG CHORD OF WHICH BEARS SOUTH 78°07'58" EAST 13.64 FEET); THENCE SOUTHEASTERLY 13.65 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°29'17"; THENCE SOUTH 73°30'08" EAST 45.38 FEET TO THE WEST LINE OF LOT 20 OF SAID AMENDED BINDING SITE PLAN AND THE TERMINUS OF SAID DESCRIBED LINE.

SITUATE IN THE NORTH HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN



*3-31-2023*

**EXHIBIT L**  
**MERCANTILE PARCEL D**  
**PARCEL D ROS 5439**  
**1-3298-2BP-4732-026**

TRACT "A" OF AMENDED BINDING SITE PLAN FILED FOR RECORD APRIL 18, 2016 IN VOLUME 1 OF SURVEYS AT PAGE 4732 UNDER AUDITOR'S FILE NUMBER 2016-010252, RECORDS OF BENTON COUNTY, WASHINGTON.

**TOGETHER WITH:** THAT PORTION OF TRACT "B" OF AMENDED BINDING SITE PLAN FILED FOR RECORD APRIL 18, 2016 IN VOLUME 1 OF SURVEYS AT PAGE 4732 UNDER AUDITOR'S FILE NUMBER 2016-010252, RECORDS OF BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SAID AMENDED BINDING SITE PLAN; THENCE NORTH 89°48'39" EAST 29.50 FEET ALONG THE NORTH LINE OF TRACT "A" OF SAID AMENDED BINDING SITE PLAN; THENCE SOUTH 0°11'21" EAST 20.27 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE CONCAVE NORTHEAST; THENCE SOUTHERLY 79.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°21'45"; THENCE SOUTH 44°26'54" WEST 208.08 FEET TO THE SOUTHWEST LINE OF SAID TRACT "A" AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 44°26'54" WEST 69.92 FEET TO THE BEGINNING OF A 692.37 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (THE LONG CHORD OF WHICH BEARS SOUTH 63°46'02" EAST 428.63 FEET); THENCE SOUTHEASTERLY 435.79 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°03'46"; THENCE SOUTH 53°36'42" EAST 26.60 FEET TO THE BEGINNING OF A 650.10 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST (THE LONG CHORD OF WHICH BEARS NORTH 33°22'50" EAST 48.45 FEET); THENCE NORTHEASTERLY 48.47 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°16'17" TO THE NORTH BOUNDARY OF SAID TRACT B; THENCE THE FOLLOWING FOUR COURSES ALONG THE NORTHERLY BOUNDARY OF SAID TRACT B; THENCE NORTH 53°36'42" EAST 26.51 FEET TO THE BEGINNING OF A 204.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (THE LONG CHORD OF WHICH BEARS NORTH 63°16'51" WEST 91.51 FEET); THENCE NORTHWESTERLY 92.29 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°51'28" TO THE BEGINNING OF A 609.50 FOOT RADIUS REVERSE CURVE CONCAVE TO THE NORTHEAST (THE LONG CHORD OF WHICH BEARS NORTH 61°40'46" WEST 305.82 FEET); THENCE NORTHWESTERLY 309.12 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°03'32"; THENCE NORTH 41°35'33" WEST 17.03 FEET TO THE POINT OF BEGINNING.

**EXCEPT:** THAT PORTION OF TRACT "A" OF AMENDED BINDING SITE PLAN FILED FOR RECORD APRIL 18, 2016 IN VOLUME 1 OF SURVEYS AT PAGE 4732 UNDER AUDITOR'S FILE NUMBER 2016-010252, RECORDS OF BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SAID AMENDED BINDING SITE PLAN; THENCE NORTH 89°48'39" EAST 29.50 FEET ALONG THE NORTH LINE OF SAID TRACT "A"; THENCE SOUTH 0°11'21" EAST 20.27 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE CONCAVE NORTHEAST; THENCE SOUTHERLY 79.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°21'45"; THENCE SOUTH 44°26'54" WEST 208.08 FEET TO THE SOUTHWEST LINE OF SAID TRACT "A"; THENCE NORTH 41°35'33" WEST 46.62 FEET ALONG THE SOUTHWEST LINE OF SAID TRACT "A" TO THE SOUTHERLY CORNER OF SAID LOT 2; THENCE NORTH 44°26'54" EAST 184.00 FEET ALONG THE EASTERLY BOUNDARY OF SAID LOT 2 TO THE BEGINNING OF A 129.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (THE LONG CHORD OF WHICH BEARS NORTH 12°20'55" WEST 54.55 FEET); THENCE NORTHERLY 54.96 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 2 THROUGH A CENTRAL ANGLE OF 24°19'02"; THENCE NORTH 0°11'21" WEST 20.27 FEET ALONG SAID EASTERLY BOUNDARY TO THE POINT OF BEGINNING.

**AND EXCEPT:** THAT PORTION OF TRACT "A" OF AMENDED BINDING SITE PLAN FILED FOR RECORD APRIL 18, 2016 IN VOLUME 1 OF SURVEYS AT PAGE 4732 UNDER AUDITOR'S FILE NUMBER 2016-010252, RECORDS OF BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

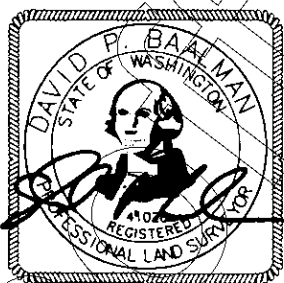
BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF SAID AMENDING BINDING SITE PLAN; THENCE SOUTH 89°48'39" WEST 29.50 FEET ALONG THE NORTH LINE OF SAID TRACT A; THENCE SOUTH 0°11'21" EAST 20.27 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE CONCAVE NORTHEAST; THENCE

SOUTHERLY 79.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°21'45"; THENCE SOUTH 44°26'54" WEST 81.42 FEET; THENCE SOUTH 54°51'23" EAST 154.07 FEET; THENCE SOUTH 68°49'07" EAST 107.51 FEET; THENCE SOUTH 72°05'38" EAST 166.63 FEET TO THE BEGINNING OF A 475.18 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (THE LONG CHORD OF WHICH BEARS NORTH 15°37'14" EAST 171.83 FEET); THENCE NORTHERLY 172.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°50'00"; THENCE NORTH 0°11'21" WEST 164.07 FEET TO THE NORTH LINE OF SAID TRACT "A"; THENCE SOUTH 89°48'39" WEST 48.04 FEET ALONG THE NORTH LINE OF SAID TRACT "A" TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE BOUNDARY OF SAID LOT 3 THE FOLLOWING SIX COURSES, SOUTH 0°11'21" EAST 164.07 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3 AND TO THE BEGINNING OF A 546.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH (THE LONG CHORD OF WHICH BEARS NORTH 86°01'42" WEST 53.28 FEET); THENCE WESTERLY 53.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°35'17" TO THE BEGINNING OF A 354.93 FOOT RADIUS REVERSE CURVE CONCAVE TO THE NORTHEAST (THE LONG CHORD OF WHICH BEARS NORTH 68°55'15" WEST 240.67 FEET); THENCE NORTHWESTERLY 245.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°38'12" TO THE BEGINNING OF A 109.00 FOOT RADIUS REVERSE CURVE CONCAVE TO THE SOUTHWEST (THE LONG CHORD OF WHICH BEARS NORTH 55°30'03" WEST 24.61 FEET); THENCE NORTHWESTERLY 24.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°57'50"; THENCE NORTH 61°58'55" WEST 26.48 FEET TO THE BEGINNING OF A 70.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST (THE LONG CHORD OF WHICH BEARS NORTH 11°03'03" WEST 26.59 FEET); THENCE NORTHERLY 26.75 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°44'20"; THENCE NORTH 0°11'21" WEST 20.27 FEET TO THE POINT OF BEGINNING.

**AND EXCEPT:** THAT PORTION OF TRACT "A" OF AMENDED BINDING SITE PLAN FILED FOR RECORD APRIL 18, 2016 IN VOLUME 1 OF SURVEYS AT PAGE 4732 UNDER AUDITOR'S FILE NUMBER 2016-010252, RECORDS OF BENTON COUNTY, WASHINGTON LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID AMENDED BINDING SITE PLAN; THENCE NORTH 89°48'39" EAST 48.04 FEET ALONG THE NORTH LINE OF SAID TRACT "A" AND TO THE POINT OF BEGINNING; THENCE SOUTH 0°11'21" EAST 164.07 FEET TO THE BEGINNING OF A 475.18 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (THE LONG CHORD OF WHICH BEARS SOUTH 25°00'39" WEST 322.04 FEET); THENCE SOUTHWESTERLY 328.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°36'50" TO THE SOUTHWEST LINE OF SAID TRACT "A" AND TERMINUS OF SAID DESCRIBED LINE.

SITUATE IN THE NORTH HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN



3-31-2023

**EXHIBIT M**  
**VILLA VISTA SITE**  
**1-3298-2BP-4732-023**

THAT PORTION OF PARCEL E, RECORD SURVEY 5439, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5439, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATE IN THE NORTH HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY MOST CORNER OF TRACT C OF BINDING SITE PLAN 4732, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 4732, RECORDS OF BENTON COUNTY, SAID POINT BEING MONUMENTED BY A 5/8" REBAR WITH CAP STAMPED "38480" (FROM WHICH THE BEGINNING OF A CURVE ON THE NORTHWESTERLY BOUNDARY OF SAID TRACT C BEARS SOUTH 24°07'49" WEST 45.21 FEET, SAID POINT BEING MONUMENTED BY A 5/8" REBAR WITH CAP STAMPED "38480"); THENCE SOUTH 65°57'03" EAST 27.00 FEET ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT C AND THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF AVA WAY TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 245.00 FEET; THENCE SOUTHEASTERLY 21.02 FEET ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT C AND THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF AVA WAY THROUGH A CENTRAL ANGLE OF 4°55'00"; THENCE SOUTH 24°07'48" WEST 44.38 FEET ALONG THE SOUTHEASTERLY BOUNDARY OF SAID TRACT C TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 196.00 FEET; THENCE SOUTHWESTERLY 147.27 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHEASTERLY BOUNDARY OF SAID TRACT C THROUGH A CENTRAL ANGLE OF 43°02'59" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1439.50 FEET; THENCE SOUTHWESTERLY 45.90 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHEASTERLY BOUNDARY OF SAID TRACT C THROUGH A CENTRAL ANGLE OF 1°49'37" TO THE SOUTHERLY MOST CORNER OF SAID TRACT C AND THE ~~TRUE POINT OF BEGINNING~~; THENCE SOUTH 69°00'24" WEST 21.84 FEET; THENCE SOUTH 31°11'37" EAST 75.25 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1535.00 FEET; THENCE SOUTHEASTERLY 507.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'49" TO THE NORTHERLY RIGHT OF WAY MARGIN OF TROWBRIDGE BOULEVARD, AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2021-019349, RECORDS OF BENTON COUNTY; THENCE THE FOLLOWING FOURTEEN COURSES ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF TROWBRIDGE BOULEVARD AS DESCRIBED IN DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 2021-019349 AND 2021-020235, RECORDS OF BENTON COUNTY, WASHINGTON:

THENCE NORTH 79°15'55" WEST 35.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 157.50 FEET; THENCE NORTHWESTERLY 30.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°12'33" TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 142.50 FEET; THENCE NORTHWESTERLY 74.32 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°52'57"; THENCE SOUTH 82°03'40" WEST 26.35 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 80.50 FEET; THENCE NORTHWESTERLY 84.32 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'45" TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 95.50 FEET; THENCE NORTHWESTERLY 128.40 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°01'53" TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 579.50 FEET; THENCE SOUTHWESTERLY 69.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°52'31"; THENCE SOUTH 71°55'04" WEST 114.61 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 402.50 FEET; THENCE SOUTHWESTERLY 57.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°10'04" THENCE SOUTH 89°07'37" WEST 85.31 FEET; THENCE SOUTH 89°08'35" WEST 159.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 447.50 FEET; THENCE NORTHWESTERLY 66.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°28'31"; THENCE NORTH 82°22'54" WEST 169.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 552.50 FEET; THENCE WESTERLY 232.55 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°06'56"; THENCE LEAVING SAID

RIGHT OF WAY MARGIN NORTH 02°14'17" EAST 195.93 FEET; THENCE NORTH 03°51'32" EAST 56.00 FEET;  
 THENCE SOUTH 86°08'28" EAST 3.75 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 03°51'32" EAST 50.47 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 472.00 FEET; THENCE NORTHERLY 28.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°28'43"; THENCE NORTH 00°22'49" EAST 66.50 FEET;  
 TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY 38.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°15'15"; THENCE NORTH 87°52'26" WEST 10.12 FEET; THENCE NORTH 02°07'34" EAST 56.00 FEET; THENCE SOUTH 87°52'26" EAST 6.89 FEET; TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY 40.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°44'45"; THENCE NORTH 00°22'49" EAST 27.68 FEET; THENCE NORTH 90°00'00" EAST 63.36 FEET TO THE WESTERLY BOUNDARY OF LOT 20 OF SAID BINDING SITE PLAN 4732, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 979.00 FEET; THENCE THE FOLLOWING FOUR COURSES ALONG THE WESTERLY AND SOUTHERLY BOUNDARIES OF SAID LOT 20; THENCE SOUTHWESTERLY 36.76 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°09'05" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 08°20'38" WEST 36.76 FEET) TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHEASTERLY 16.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°12'27" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 40°20'13" EAST 14.77 FEET) TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5021.00 FEET; THENCE EASTERLY 315.49 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°36'01" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 86°08'30" EAST 315.44 FEET) TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1397.50 FEET; THENCE NORTHEASTERLY 652.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°45'58" TO THE SOUTHWESTERLY BOUNDARY OF TRACT C OF SAID BINDING SITE PLAN 4732; THENCE SOUTH 19°43'36" EAST 41.72 FEET ALONG SAID SOUTHWESTERLY BOUNDARY TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 13.19 ACRES, MORE OR LESS.



**3-31-2023**