COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for May 10, 2006

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Neva J. Corkrum, Chairman; Bob Koch, Chair Pro Tem; and Frank H. Brock, Member; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

Motion - Mr. Brock: I move for approval of the consent agenda as follows:

1. Approval of **Resolution 2006-245** authorizing procurement of two Dell GIS workstation computers with wall mounting brackets, to be paid from the Machinery and Equipment line item (594.00.64.0001) of the Growth Management Budget, Number 108-000-001, in an amount not to exceed $2,700.00. (Exhibit 1)

Second by Mr. Koch. 3:0 vote in favor.

Vouchers/Warrants

Motion – Mr. Koch: I move for approval of payment of vouchers as listed: Current Expense warrants 50687 through 50815 for $4,574.65; Current Expense warrants 50816 through 50925 for $3,701.37; Veteran's Assistance warrants 1279 through 1283 for $2,669.18; Current Expense warrants 50926 through 50938 for $4,612.89; Courthouse Renovation warrants 383 through 391 for $38,876.72; for a total of $54,434.81. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 2)

Judge Yule: Letter of congratulations

Motion – Mr. Brock: I move that we send a letter to Judge Yule commending him for his award. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 3)

Memo regarding break rooms at Courthouse

Motion – Mr. Brock: I move for approval of the policy regarding the courthouse break rooms. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 4)

Information Services (IS)

IS Director Kevin Scott met with the Board.

Mr. Scott told the Board about his concerns regarding security at the Courthouse because of not knowing who has keys. There was discussion about using keypads and keys. Mr. Bowen said he has received a proposal for perimeter security that would eliminate the problem. Mr. Koch said he thinks there needs to be a keypad and a grand master key on exterior doors for emergency reasons. The Board did not make a decision but will think about the problem more before deciding what to do.

HUMAN SERVICES (HS)

HS Director Dave Hopper met with the Board.

Chemical Dependency/Prevention

The Jail Treatment program in Benton County is funded by a grant. The funds end on June 30 unless a new grant is received or the jail chooses to pick up funding for staff. If funding runs out, some termination notices will be issued to employees on the Substance Abuse organization chart and payroll including a counselor and case manager.

Mental Health

A mapping exercise was recommended for Mental Health. Mr. Hopper recently received a brief description. He gave the Board a copy to review. He expects one of the commissioners to be involved as an observer, anticipating the same exercise will be performed in the future for Franklin County.

There is discussion about putting an Evaluation and Treatment Facility into place in eastern Washington. Mr. Hopper told the Board about possible sources of funding. Mr. Koch gave more information about the possibility of the facility being placed in the Tri-Cities.

Mr. Hopper told the Board about a motion that was made by the Mental Health Advisory Board to use an independent, outside facilitator to lead a community process that involves community stakeholders to develop a plan to create an integrated, full-spectrum continuum of care.

Mr. Hopper said we have received notice of new one-time-only Prepaid Inpatient Health Plan (PIHP) funding, adding one children's crisis stabilization bed and eight children to the Wraparound Project administered by Lutheran Community Services. The

Wraparound Project has been very effective. At this point, the services will be available for a year. Mr. Hopper gave an example of a Wraparound Project. It keeps kids out of institutional settings and brings services to them. It is for children who have a diagnosis of mental illness or mental disorder. The WAC diagnosis of mental illness or mental disorder for children is different than for adults.

Developmental Disabilities

New contracts and rules between the Division of Vocational Rehabilitation (DVR) and providers may force counties to pick up job placement services costs for clients. There is no funding for this new service.

The basic idea of the Working Age Adult Policy is that anybody between the ages of 18 and 55 works. A Working Age Adult Policy Forum will be held today with 160 attendees from Region 2.

Mental Health

Mr. Hopper said the RSN has withdrawn any interest in collaborating with us on any community exploration about crisis inpatient and after care.

PROSECUTING ATTORNEY

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Claims

Mr. Verhulp gave the Board a brief update on several claims.

Western Real Estate Auction

Motion – Mr. Brock: I move for the approval of Resolution 2006-246. Second by Mr. Koch.

Mr. Koch said he has drawn paychecks from Bookers. He asked if he should abstain from voting. Mrs. Corkrum said if there's any question in your mind, she would abstain. Mr. Koch said he doesn't have a question. Mrs. Corkrum said you can second the motion and speak to the motion.

Vote: 2:0 vote in favor. Yeas: Mrs. Corkrum and Mr. Brock. Abstained: Mr. Koch.

Mr. Verhulp said the contract includes an exhibit which details real estate auction terms and conditions which are guidelines.

Motion – Mr. Brock: I move for the approval of the contract between Western Real Estate Auctions and the county. Second by Mr. Koch. 2:0 vote in favor. Yeas: Mrs. Corkrum and Mr. Brock. Abstained: Mr. Koch. (Exhibit 5)

Personal Service Agreements (PSAs)

Mr. Bowen asked Mr. Verhulp for a clarification on PSAs that are routine. His understanding is that the Board can sign them without Mr. Verhulp's approval as long as they are the county's PSA form.

Mr. Verhulp said unless you're making a change to the PSA, there should be no issue. He said the only concern is that he often looks at the scope of work and often his advice back to the Board is to make sure you have all the details in there you want and expect because if we don't have it in there, then we can't hold the other party to it.

Mr. Brock wants the scope of work to be rather definitive with the HayGroup contract. Mr. Bowen said he doesn't know that Mr. Verhulp knows exactly what we want either. Mr. Brock wants to make sure the scope is adequate to cover what we're looking for. Mr. Bowen explained what is covered and feels the scope of work adequately describes it.

TRAC

TRAC Manager Troy Woody met with the Board. Also present: Ryan Verhulp.

Goodwill Box

Mr. Woody answered the Board's questions about the Goodwill donation box area at TRAC. He said the area is spotless.

Quarter Horse Show

There were some rocks in the practice arena. It has been corrected.

Legal Opinion Discussion

Mr. Woody said we have had a number of issues at TRAC. The most recent example occurred at a show sponsored by Custer's. A group of petition signature gatherers appeared to gather signatures at the front door. Custer's did not want the

petition signature gatherers there. They asked TRAC staff to have the petition signature gatherers removed. Upon consultation with Mr. Verhulp and the Pasco Police Department, TRAC staff decided they could not do ask them to leave.

Mr. Woody said some research has been done by the Prosecutor's Office. The PA's office has recommended designating an area for petition signature gatherers stated by written policy. It is based on the premise that TRAC may or may not be considered a traditional public venue. Mr. Woody said his position is we are never a traditional public venue because we rent to clients. They can say who is allowed. The contract could say the parking lot and sidewalks are included as part of the rental. When TRAC is rented, it becomes a private facility. When TRAC sponsors an event, it would be different.

Mr. Woody asked the Board to read through the legal opinion in preparation for further discussion. He feels TRAC could allow petition signature gatherers the right of using a defined area at TRAC.

Mr. Verhulp said we're dealing with Federal constitutional law issues. An attorney could spend a month researching this and there is no clear answer on this type of issue. He doesn't think we want to be a test case in something like this. Erica Davis, an attorney in the Prosecutor's Office who did the research, has suggested the best approach may be to place reasonable restrictions. You do have authority to do that through a written policy. Mr. Verhulp, Erica Davis and Mr. Woody will be meeting on Friday. He said the Board can read the opinion and provide some direction for evaluation. The policy will have to be well drafted and well thought out.

Mr. Verhulp left the meeting.

Mr. Woody told the Board that the Prosecutor's Office has been nothing but responsive since he's been here. They have been fabulous.

<u>Shed Progress and Cost Overruns</u>

The shed is going up, expected to be completed in about three weeks. The shed cost itself has gone up because of requirements from the City of Pasco for additional metal, a sprinkler system, additional rebar, and other items. The City of Pasco changed

the requirements from what was originally planned. The initial cost for the shed was projected at $30,000 but Mr. Woody expects the final total will be about $60,000.

Mr. Koch told Mr. Woody that there might be some used palletized steel shelving available that could be used at TRAC. He will provide the name of the person to contact.

Financial Statements

The monthly Financial Statements will be delayed because a temporary employee is learning the bookkeeping job.

Sweeper

There was discussion about TRAC's need for a sweeper. TRAC will try to find a used sweeper to purchase.

Upcoming Events

Upcoming events at TRAC this weekend are McCurley Car Sales, Untapped Blues and Brews, and Central Washington Quarter Horse Show.

Recessed at 10:20 a.m.

Reconvened at 10:26 a.m.

HUMAN SERVICES (HS)

Mr. Koch told the Board about the number of bed days in the hospital being used by the local Benton-Franklin Human Services Department for mental health patients. One reason is there are no diversion beds. The money is going to be held at the RSN until Human Services decides which company will do the work.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Public Works Trust Fund (PWTF) Construction Loan Agreement

Mr. Fife explained some information to the Board about the PWTF agreement.

Motion – Mr. Brock: I move the approval of Resolution 2006-247 as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 6)

Mr. Fife thinks the state will send 10% of the total $450,000 right away to get started.

CRP 500/East Foster Wells Road Extension

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for May 10, 2006

Public Works received a recent letter from the Bureau of Reclamation. Mr. Fife does not like the way it is worded. The original letter from the Bureau of Reclamation was reviewed which was received at the end of January. J-U-B Engineers responded to the January letter on February 13, asking for clarification. It took the Bureau 2-1/2 months to respond. Mr. Fife said the next step is for J-U-B Engineers to go through the different points of the letters and determine whether the county can agree or disagree with them. The Board reviewed the January and February letters.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Basin City Water and Sewer System

Mr. Bowen gave the Board an update about the work on the Basin City water and sewer system project.

AUDITOR

Auditor Zona Lenhart met with the Board.

Courthouse Re-Dedication Ceremony

Ms. Lenhart told the Board about a book that has been printed with pictures of the Courthouse Restoration work. Captions have been added to the pictures. She doesn't know if page numbers are included. The existing floor plan was inserted. The cost for printing will be about $7 with the sale price being $15. We're having 200 books printed. Mr. Bowen asked who is bearing the cost and who is selling them? Mrs. Corkrum said she assumed the Historical Society is covering the cost. Mr. Bowen said the book was not put in the contract with the Historical Society. Ms. Lenhart said Glenda and Leonard Dietrich gave us funds for this project.

Ms. Lenhart gave an update about how invitations are being handled.

Ms. Lenhart asked the Board about landscape designing for the courthouse and if it is possible to plant dogwood trees in front of the courthouse. Mrs. Corkrum said she thinks the county can buy the trees. Mr. Bowen said his only question is where would you put them and why. Mr. Koch said we need a lot more discussion on the trees before

making a decision. Mr. Bowen said the architectural landscaper designed the plan considering all plants at full growth.

Brutzman's estimate for moving modular furniture

Ms. Lenhart gave the Board an estimate from Brutzman's. The total price of $4800 does not include moving the Licensing Department or all the equipment that belongs to it such as license plates but is for just moving and reassembling the special furniture. It doesn't include moving accounting files or things like that.

Mr. Bowen told Ms. Lenhart that he has not included moving any of her office with the Bekins moving proposal.

A resolution will be prepared for the consent agenda to approve the estimate from Brutzman's.

SHERIFF

Sheriff Richard Lathim met with the Board. Present in audience: Coroner Dan Blasdel.

Dispatch Supervisor Position

Sheriff Lathim talked to the Board about a replacement for Dispatch Supervisor Pat Hogan who is retiring on August 31. He has a person in mind to whom he would like to offer the job. Sheriff Lathim said the position is one of his appointments as elected sheriff. Mrs. Corkrum said she thinks there should be some involvement with the Dispatch users. Mr. Brock asked if we would run into any conflict with not having involvement. Sheriff Lathim said the contract says the sheriff would select the person. He thinks it is absolutely critical to hire someone before Superintendent Hogan leaves so equipment and technical information can be passed on. Sheriff Lathim wants to hire someone by August 1. He asked for the Board's approval for the salary that he can offer. He asked for approval to start at Step 8 because the person is well qualified.

Motion – Mr. Brock: I move for approval. Second by Mr. Koch. 2:0 vote in favor. Yeas: Mr. Brock and Mr. Koch. Abstain: Mrs. Corkrum.

Sergeant Position

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for May 10, 2006

Sheriff Lathim told the Board about another employee who is considering retiring.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board. Also present: Coroner Dan Blasdel.

HayGroup contract for wage classification study

Mr. Bowen has reviewed the PSA contract with Chief Civil Deputy Prosecutor Ryan Verhulp. He asked for Board approval.

Motion – Mr. Brock: Mr. Brock: I move for approval of the contract between Franklin County and Hay Group with its principal office at 100 Penn Square East, The Washington Building, in Philadelphia, PA. This is Resolution 2006-248. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

PSA with Historical Society regarding courthouse rededication and week of Open House

Mr. Bowen asked for approval of a contract. The contract amount will not exceed $18,000 without prior approval of Commissioners.

Motion – Mr. Brock: I move we approve the contract between Franklin County and the Historical Society as listed. This is Resolution 2006-249. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 8)

Grand Old 4th

Caroline Bowen has volunteered to help with contract preparation for the Grand Old 4th.

Courthouse Pictures

Mr. Blasdel showed the Board a color picture of office staff. The pictures for each office will be displayed in the courthouse and eventually placed in the time vault.

Mr. Brock would prefer to have a smaller picture and perhaps in black and white instead of color.

Mr. Bowen said a history of Franklin County is also being prepared to go in the vault. It will include pictures as well.

Mr. Koch thinks the current office staff pictures could be made in a smaller version for placement in the hallway in the basement. He thinks black and white historical pictures could be placed higher up on the walls. Mr. Brock would support the black and white pictures downstairs too.

Mrs. Corkrum would like them to be 11 x 14 in size.

The Board gave approval to move forward with the pictures and frames.

Mr. Bowen asked Mr. Blasdel to put a budget together and bring it back in.

Evacuation Routes

Mr. Koch asked if evacuation routes have been set. Mr. Bowen said the architects are putting together emergency exits for each office. The exit doors will be labeled.

Mr. Bowen has also talked to Chief Civil Deputy Prosecuting Attorney Ryan Verhulp about preparing a new emergency evacuation plan.

Adjourned at 11:31 a.m.

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for May 10, 2006

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until May 15, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Chairman Pro Tem

Member

Attest:

Clerk to the Board

Approved and signed May 15, 2006.

FRANKLIN COUNTY RESOLUTION NO. 2006 245

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PROCUREMENT OF TWO DELL GIS WORKSTATION COMPUTERS WITH WALL MOUNTING BRACKETS FOR THE PLANNING AND BUILDING FRONT PUBLIC COUNTER, TO BE PAID FROM THE MACHINERY AND EQUIPMENT LINE ITEM OF THE GROWTH MANAGEMENT BUDGET, NUMBER 108-000-001, LINE ITEM 594.00.64.0001 (MACHINERY AND EQUIPMENT)

WHEREAS, the Planning and Building Director and the Information Services Director have discussed the need to procure two Dell GIS workstation computers with wall mounting brackets for the front public counter of the Planning and Building Department to assist in the daily interaction with members of the public relating to the County's land use database system (i.e. Comprehensive Land Use Planning, Critical Areas Planning, etc); and

WHEREAS, Franklin County historically places computer hardware within the Current Expense Capital Outlay Budget, but Growth Management funds will be used as the majority of work falls under growth management activities; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves procurement of two Dell GIS workstation computers with wall mounting brackets, to be paid from the Machinery and Equipment line item (594.00.64.0001) of the Growth Management Budget, Number 108-000-001, in an amount not to exceed $2,700.00.

APPROVED this 10th day of May 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Neva J. Corkrum, Chair

Robert E. Koch, Chair Pro Tem

Attest:

Clerk to the Board

Frank H. Brock, Member

Originals: Auditor's Office
Minutes
Planning/Building Department

cc: Accounting Department
Information Services

DELL

QUOTATION

QUOTE #: 293014399
Customer #: 780587
Contract #: 70137
CustomerAgreement #: Dell Std Terms
Quote Date: 5/9/06
Date: 5/9/06 9:03:49 AM **Customer Name:** FRANKLIN COUNTY INFO SERVICES

TOTAL QUOTE AMOUNT:	$2,554.09		
Product Subtotal:	**$2,358.32**		
Tax:	**$195.77**		
Shipping & Handling:	**$0.00**		
Shipping Method:	**Ground**	**Total Number of System Groups:**	**1**

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: $1,074.16	GROUP TOTAL: $2,148.32
Base Unit:		**OptiPlex GX620 Small Form Factor,Pentium D 820/2.8GHz Dual Core,2X 1M,800FSB (221-9195)**	
Processor:		**NTFS File System,Factory Install (420-3699)**	
Memory:		**2.0GB,Non-ECC,533MHz DDR2 2x1GB,OptiPlex GX620 or GX520 (311-5017)**	
Keyboard:		**Dell USB Keyboard,No Hot Keys Optiplex (310-5247)**	
Monitor:		**Dell UltraSharp 1907FP Flat Panel with Height Adjustable Stand,19.0 Inch VIS,OptiPlex Precision and Latitude (320-4566)**	
Video Card:		**Integrated Video,GMA950 Dell OptiPlex GX620 (320-4269)**	
Hard Drive:		**80GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlexGX620 or GX520 (341-2247)**	
Floppy Disk Drive:		**3.5 inch, 1.44MB, Slimline Floppy Drive,OptiPlex GX620 orGX520 (341-2267)**	
Operating System:		**Windows XP Professional Service Pack 2,with Media,DellOptiPlex,English,Factory Install (420-4850)**	
Mouse:		**Dell USB 2-Button Optical Mouse with Scroll,Dell OptiPlex (310-6609)**	
TBU:		**RoHS Compliant Lead Free Chassis and Motherboard,Dell OptiPlex (341-2663)**	
CD-ROM or DVD-ROM Drive:		**24X CDRW/DVD Combo Slimline with DVD Playback,No Media Dell OptiPlex GX620 or GX520 Small Form Factor (313-3598)**	
Sound Card:		**Integrated AC97 Audio,OptiPlex (313-8170)**	
Speakers:		***Internal Chassis* Speaker Option,Dell OptiPlex GX620 or GX520 Small Form Factor (313-3352)**	
Documentation Diskette:		**No Resource CD for Dell Optiplex,Precision and Latitude Systems (313-3673)**	
Factory Installed Software:		**Energy Star Labeling for OptiPlex (if applicable) (310-4721)**	
Service:		**Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (900-6630)**	
Service:		**Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (960-2402)**	
Service:		**Thank You for buying Dell (983-2207)**	
Service:		**Please visit WWW.Dell.COM (983-2217)**	
Service:		**PUB, OptiPlex Economy 3YR (983-6647)**	
Installation:		**Standard On-Site Installation Declined (900-9987)**	

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
LX Wall Mount LCD Arm Black (A0540736)	2	$105.00	$210.00
Number of S & A Items: 1	S&A Total Amount: $210.00		

SALES REP:	Daniel Duckworth	PHONE:	1-800-576-6038
Email Address:	Daniel_Duckworth@dell.com	Phone Ext:	724-2948

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-844-0532. You may also place your order online at www.dell.com/quote

Unless you have a separate agreement with Dell, the terms and conditions found at http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm shall govern the sale and resale of the Products and Services referenced in this quotation.

Prices and tax rates are valid in the U.S. only and are subject to change.

Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

EXHIBIT 2

May 10, 2006

Franklin County Auditor

1016 North 4th Avenue
Pasco, WA 99301

ZONA LENHART, Auditor
509-545-3840 • Fax: (509) 545-2142
www.co.franklin.wa.us

P.O. Box 1451
Pasco, WA 99301

May 10, 2006

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, May 10, 2006, _____
Move that the following warrants be approved for payment:

FUND	WARRANT Range	AMOUNT Issued
Expenditures		
Current Expense	**50687-50815**	**$4,574.65**
Current Expense	**50816-50925**	**$3,701.37**
Veteran's Assistance	**1279-1283**	**$2,669.18**
Current Expense	**50926-50938**	**$4,612.89**
Courthouse Renovation	**383-391**	**$38,876.72**

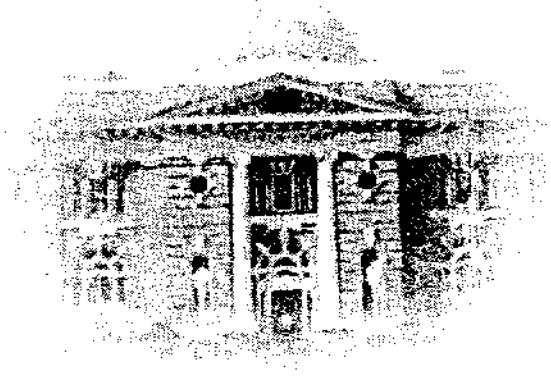
In the amount of **54,434.81.** The motion was seconded by _____
And passed by a vote of 3 to 0

EXHIBIT 3 May 10, 2006

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Rosie H. Rumsey
Human Resources Director

Patricia L. Shults
Executive Secretary

Board of County Commissioners
FRANKLIN COUNTY

May 10, 2006

The Honorable Judge Yule
Benton-Franklin Superior Court
1016 North 4th Avenue
Pasco, WA 99301

Dear Judge Yule:

We wish to congratulate you on 20 years of service as Superior Court judge in Franklin County.

It is a great honor and a testament to your commitment to the people as you are recognized at the Washington State Trial Lawyers Association's Law Day and Awards dinner next week. Thank you for your commendable service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Neva J. Corkrum, Chair

Robert E. Koch, Chair Pro Tem

Frank H. Brock, Member

cc: Pat Austin, Superior Court Administrator

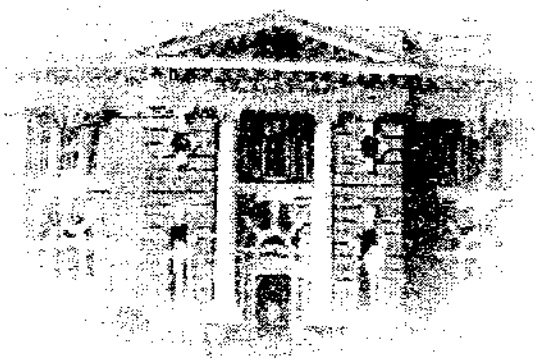
EXHIBIT 4

May 10, 2006

Neva J. Corkrum
District 1

Robert E. Koch
District 2

Frank H. Brock
District 3



Fred H. Bowen
County Administrator

Rosie H. Rumsey
Human Resources Director

Patricia L. Shults
Executive Secretary

Board of County Commissioners

FRANKLIN COUNTY

MEMORANDUM

To: Assessor's Office
Auditor's Office
Commissioner's Office
Planning Department
Treasurer's Office

From: Board of County Commissioners

Date: May 10, 2006

Subject: **Courthouse Break Rooms**

We have authorized the purchase of two automatic two-burner coffee brewers; one to be installed in the first floor break room and the other in the basement break room. We also authorized the purchase of carafes to be used in each office, in lieu of individual coffee makers and hot plates.

Food preparation and consumption of such will not be allowed at workstations. In an effort to keep the newly remodeled Courthouse looking clean and beautiful, we request your cooperation in using break rooms for such activities.

FRANKLIN COUNTY RESOLUTION NO. 2006 246

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: AUCTION LISTING CONTRACT (BETWEEN FRANKLIN COUNTY AND WESTERN REAL ESTATE AUCTIONS, LLC (BOOKER AUCTION) WITH EXCLUSIVE RIGHT TO SELL SUBJECT TO CONDITIONS

WHEREAS, the Franklin County Commissioners desire to sell real property at public auction; and

WHEREAS, Western Real Estate Auction, LLC (Booker Auction) has agreed to use its best efforts to obtain the highest and best available bid for said property at the auction sale; and

WHEREAS, the auction is to be held at 1:00 pm on June 27, 2006 at the Trade, Recreation, and Agricultural Center; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached contract as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Auction Listing Contract (between Franklin County and Western Real Estate Auctions, LLC (Booker Auction) with Exclusive Right to Sell Subject to Conditions.

APPROVED this 10th day of May 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Neva J. Corkrum, Chair

abstained
Robert E. Koch, Chair Pro Tem

Attest:

Mary Withers
Clerk to the Board

Frank H. Brock, Member

Originals: Auditor
Minutes
Western Real Estate Auction, LLC

cc: Prosecutor
Treasurer

J:\Resol-2006\Agreement Booker Auction.doc

Western Real Estate Auction, LLC
31 West Eltopia Road, Eltopia, WA 99330
OFFICE 509-297-9294 FAX 509-297-9295

AUCTION LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL SUBJECT TO CONDITIONS HEREIN

This contract made this 12th day of April, 2006, between the following parties: Franklin County hereinafter called "**Seller**" of that certain real property more particularly described in "Exhibit A" attached hereto and incorporated herein by reference, and Western Real Estate Auctions, LLC herein called "**Auctioneer/Broker**".

1. STATEMENT OF EMPLOYMENT:

Seller hereby employs Auctioneer/Broker to sell the real property at Seller's public auction upon the terms and conditions set forth in this contract subject to the County Treasurer's supervision and written approval prior to final sale. This contract shall commence when Auctioneer/Broker and Seller have signed this contract and shall continue through and include the auction sale date and through time of closing on all properties sold at auction, whereupon this contract shall terminate, except as set forth in Section 6(b).

2. TIME AND PLACE OF AUCTION SALE:

The auction is to be held at 1:00 pm on June 27, 2006 at the Trade Recreation Agricultural Center (TRAC).

3. COMPENSATION OF AUCTIONEER/BROKER:

In the performance of this contract Auctioneer/Broker shall be entitled to only the following compensation from the Seller:

a. Eighty percent (80.0%) of the "BUYER'S PREMIUM" charged upon each property sold at auction through closing and during the term of this contract. The Auctioneer/Broker shall have no entitlement to any "BID PRICE" monies, nor shall have any entitlement to "BUYER'S PREMIUM" monies exceeding the aforementioned eighty percent (80.0%).
b. Accrued and receipted "costs" not to exceed a maximum total costs limit of fifteen thousand dollars ($15,000.00) during the term of this contract.

The "BUYER'S PREMIUM" due the Auctioneer/Broker will be paid directly by the authorized escrow agent from Seller's proceeds upon closing of each property sold.

Following the date of auction the Auctioneer/Broker shall issue to Seller a billing invoice that provides an accounting of accrued and receipted "costs" owed, whereupon the Seller shall issue prompt payment in full not to exceed the maximum total costs limit. The maximum total costs limit set forth in this contract may only be exceeded by written approval of the Board of Franklin County Commissioners.

4. MARKETING AND PROMOTION:

Seller agrees to pay the advertising and promotional costs accrued and receipted by the Auctioneer/Broker in the performance of this contract not to exceed the maximum total costs limit of fifteen thousand dollars ($15,000.00).

5. DUTIES AND OBLIGATIONS OF AUCTIONEER/BROKER:

Auctioneer/Broker shall use its best efforts to obtain the highest and best available bid for said properties at the auction sale. It is expressly agreed and understood, however, that Auctioneer/Broker does not guarantee performance by the high bidders and therefore shall not be responsible if, for any reason, the high bidders shall refuse to submit a written offer conforming to the bidding at the auction sale, nor shall

Auctioneer/Broker be responsible if the high bidders should fail to perform her/his agreement to purchase or comply with any memorandum of sale or sales contract that may thereafter be executed. Auctioneer/Broker shall abide by all the pre-qualification/bid specifications set forth in "Exhibit B" attached hereto and incorporated herein by reference.

6. TERMS OF SALE:

(a) The selling prices shall be determined by competitive bidding at the Seller's public auction. Seller reserves the right to accept or reject any and all bids on the properties described herein. Seller's acceptance or rejection of bids shall be in the form of resolution by the Board of Franklin County Commissioners.

(b) In the event Seller rejects bids for all or part of the subject properties and within one hundred eighty (180) days of the date of this auction sale decides to sell any of the "no sale" property, Seller agrees to reinstate this agreement under the same terms (except for applicable dates and a new agreed-upon maximum total costs limit to include advertising and promotional costs) for that part of the property held as "no sale" property. This shall be a "one time" reinstatement.

(c) A ten percent (10.0%) "BUYER'S PREMIUM" shall be charged to the "BID PRICE" in order to determine the "full purchase price" of the property. By way of example, if a ten percent (10.0%) "Buyer's Premium" was employed in the auction process, and the final "bid price" was $100,000.00, then the sale price would be $100,000.00, plus ten percent (10.0%) of $100,000.00, or $110,000.00 amounting to the "full purchase price" of the property.

7. SELLER WARRANTIES:

(a) Seller warrants title to said properties subject only to: (i) zoning ordinances affecting said properties, (ii) general utility easements serving said properties, (iii) leases, other easements, (iv) other restrictions as specified in the special stipulations of this contract, and the liens and encumbrances as follows; (list each lien holder's name, address and account number if known; if none, write none in all capital letters, if additional space is needed attach as "Exhibit C" attached hereto and incorporated herein by reference).

(b) Seller shall execute any and all consent or authorizations as required by Auctioneer/Broker authorizing and requesting the above lien holder(s) to release information to Auctioneer/Broker concerning the above lien(s). Seller agrees to indemnify and hold Auctioneer/Broker harmless in the event of any legal action as a result of any undisclosed liens, encumbrances or title defects.

(c) Seller agrees and warrants that he has the ability to satisfy all mortgages, liens, judgments and any other encumbrances and Seller further agrees to convey to the purchasers a good merchantable fee simple title by Statutory Warranty Deed, free and clear of all liens and encumbrances except those put on or assumed by the purchaser(s) as part of the purchase price. Seller agrees to hold Auctioneer/Broker harmless in the event of Seller's inability to perform.

(d) If Seller is a corporation, limited liability company, partnership, or other form of entity other than an individual, the undersigned as agents of the Seller hereby warrant and guarantee that they are authorized and empowered by the above named Seller to execute this contract on behalf of the Seller.

8. DEFAULT:

(a) If for any reason Seller defaults under the terms of this contract or any memorandum of sale, sales contract or listing contract executed hereunder, the Auctioneer/Broker's compensation as defined above and all unpaid advertising and promotional costs advanced by Auctioneer/Broker will be due and payable to Auctioneer/Broker on demand calculated at either the Seller accepted "BID PRICE," sales memorandum price, or the sales contract price, whichever is applicable.

(b) In the event purchaser(s) defaults under the terms of any bid, memorandum of sale, sales contract or other obligation to purchase the properties obtained hereunder, Auctioneer/Broker shall receive 50% and Seller shall receive 50% of any and all earnest money deposited and forfeited. However, the Auctioneer/Broker shall not receive earnest money in an amount that exceeds the eighty percent (80.0%) of the "BUYER'S PREMIUM" had the transaction closed, whereupon the Seller shall receive the balance of said forfeited earnest money.

(c) In the event that purchaser(s) defaults under the terms of his, her, its, or their obligations pursuant to any bid, memorandum of sale, sales contract, or other obligation and in the event that Auctioneer/Broker incurs attorneys fees or costs in enforcing the purchaser('s) obligations on behalf of the Seller, Seller hereby agrees to indemnify and hold Auctioneer/Broker harmless for any reasonable attorneys fees and costs of Court incurred by Auctioneer/Broker. Nothing contained herein obligates Auctioneer/Broker to enforce purchaser('s) obligations. Auctioneer/Broker's enforcement of purchaser's obligation on behalf of the Seller shall be subject to prior written approval of the Seller authorizing Auctioneer/Broker to proceed with enforcement on Seller's behalf.

9. BID FUNDS:

(a) Auctioneer/Broker is authorized to accept, give receipt for, and hold all earnest money/bid deposits paid until said funds are deposited with the authorized escrow agent. Deposits will be held in the escrow account of the authorized agent until closing. In the event of any escrow deposit dispute, and the escrow agent or either party to this contract is in doubt as to the disbursement of escrow funds, the escrow agent or either party shall have the right to interplead the money to a Benton or Franklin County Court of competent jurisdiction, which shall determine the rights of parties involved in the dispute, but in no case will the action waive the Seller's responsibility of the payment of the Auctioneer/Broker's compensation to the Auctioneer/Broker. Seller shall have no responsibility, no liability, and shall be held harmless for Auctioneer/Broker or escrow agent's handling of earnest money/bid deposits. Auctioneer/Broker shall defend and indemnify Seller from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, arising from the handling of all earnest money/bid deposits.

(b) Immediately upon closing of properties sold at auction, it is agreed the escrow agent shall issue immediate same-day payment of the full earnest money/bid deposit and remaining monies owing to Seller for the full purchase price of the property or properties. Whereupon, the Seller, by and through its County Treasurer, will be the only party authorized to accept, give receipt for, and hold the moneys paid. All parties to this contract shall have the right to pursue any legal remedies in a Court of competent jurisdiction in Benton or Franklin County to determine the rights of the parties involved in a dispute involving moneys paid.

10. AUTHORITY OF AUCTIONEER/BROKER:

(a) Auctioneer/Broker is authorized to place auction advertising in such media as Auctioneer/Broker selects, and provide necessary support, promotional assistance, supplies and materials as the Auctioneer/Broker, in its sole discretion, shall deem necessary to obtain the highest available bid for the properties, and to install auction signs on the listed properties.

(b) Auctioneer/Broker is authorized, but not obligated, to undertake action on behalf of Seller to enforce any purchaser('s) obligations subject to the requirements of Section 8(c).

11. LIMITATION OF LIABILITY:

Auctioneer/Broker shall not be responsible for any damages, expenses, or other losses incurred by the Seller if the high bidder at any auction sale refuses to sign a written offer of sale or to perform on her/his agreement to purchase. Auctioneer/Broker shall not be required to enforce any such obligations on behalf of the Seller. Seller understands that by this contract, Auctioneer/Broker does not guarantee the sale of the properties. Auctioneer/Broker will make a sincere and honest effort to procure a sale for the Seller's described properties. In consideration of the efforts and expenditures by the Auctioneer/Broker, Seller shall indemnify the Auctioneer/Broker against all liability, loss and expenses, including reasonable attorney's fees and Court costs

that the Auctioneer/Broker may incur as a result of any claim or suit against the Auctioneer/Broker by any person from personal injury or property damage sustained by such person while on or about the herein above described premises, due to the condition of said premises or Seller's negligence.

12. CONDITION OF THE PREMISES:

The properties are to be sold "as is, where is", with the Seller and Auctioneer/Broker making no guarantees as to the condition of the properties. Seller shall completely disclose the true state of affairs with respect to the condition of the properties and Seller authorizes Auctioneer/Broker to disclose this condition to prospective purchasers. Unless Seller is exempt under RCW 64.06, Seller shall provide to Broker as soon as reasonably practicable a completed and signed "Real Property Transfer Disclosure Statement", and if applicable, lead base paint disclosure statement. Seller agrees to hold harmless, defend and indemnify Auctioneer/Broker, their agents and employees, and other real estate licensees, from any and all claims, losses, expenses, damages, judgments, arbitration awards, or mediation settlements, including reasonable attorney's fees and costs, resulting from or arising out of any inaccuracy, misrepresentation, error, or omission made by Seller regarding the Properties. Seller agrees to notify Auctioneer/Broker in writing of any material change to the Properties within twenty-four (24) hours of such change.

13. INQUIRIES:

Seller agrees to refer to the Auctioneer/Broker all inquiries from Brokers or others interested in Seller's properties.

14. CLOSING COSTS:

Seller agrees to furnish and pay for a buyer's standard policy of title insurance showing marketable title to the Properties. Seller shall pay real estate excise tax if required by operation of law and one-half of any escrow fees. Rent, taxes, interest, and assumed encumbrances are to be prorated between Seller and Buyer as of the date of closing.

15. ARBITRATION:

Any dispute, controversy, or claim arising out of or relating to this Contract shall be settled by arbitration. Judgment on the award rendered by the arbitrator may be entered in the Superior Court in the county in which the arbitration occurs, and the resolution of the disputed matter as determined by the arbitrator shall be binding on the parties. There shall be one arbitrator who shall be a retired federal or state judge with a minimum of 5 years of judicial experience, business lawyer or other mutually acceptable person. Any arbitration shall be conducted in Benton or Franklin County, and conducted under applicable laws of the state of Washington.

16. FACSIMILE TRANSMISSION:

Facsimile transmissions of any signed original document and retransmission of any signed transmission shall be the same as transmission of any original. At the request of either party or closing agent, the parties will confirm facsimile transmitted signatures by signing the original document.

17. MISCELLANEOUS

(a) The parties to this contract expressly agree that the laws of the State of Washington shall govern the validity, construction, interpretation, and effect of this contract.

(b) This writing constitutes the entire agreement between the parties and no modifications or change in this contract shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties.

(c) Auctioneer/Broker acts as agent for the Seller only for purposes of carrying out the terms of this contract. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency".

(d) All parties agree that all monetary payments referenced and owing under this contract shall only be calculated and payable in United States Currency.

18. DEFINITIONS:
The following terms shall be defined as follows throughout this Contract:

(a) "Authorized escrow agent" shall mean the escrow agent agreed upon by both parties to perform obligations under this contract.

(b) "BID PRICE" shall mean the amount of monetary compensation accepted by the Seller for sale of the property prior to the "BUYER'S PREMIUM" charge.

(c) "BUYER'S PREMIUM" shall mean a ten percent (10.0%) monetary charge added to the BID PRICE.

(d) "Costs" shall mean all Auctioneer/Broker expenses accrued and evidenced by a receipt reasonably necessary to the performance of this Contract including promotional, marketing, and other expenses.

(e) "Full purchase price" shall mean the Seller accepted BID PRICE and ten percent (10%) "BUYER'S PREMIUM" for purchase of the property.

(f) "No sale property" shall mean the Seller's property subject to this contract that is not sold at the auction sale.

In witness whereof, the parties have executed this contract on the day and year first above written:

SELLER:

BOARD OF COUNTY COMMISSIONERS
Franklin County Washington

BY:

Neva J. Corkrum

abstained
Robert E. Koch

Frank H. Brock

AUCTIONEER/BROKER:

WESTERN REAL ESTATE AUCTIONS, LLC

BY:

Merle Booker

Ted Potter

ATTEST BY:
Clerk of the Board

FRANKLIN COUNTY TREASURER

Tiffany L. Coffland

Tiffany Coffland

APPROVED AS TO FORM:

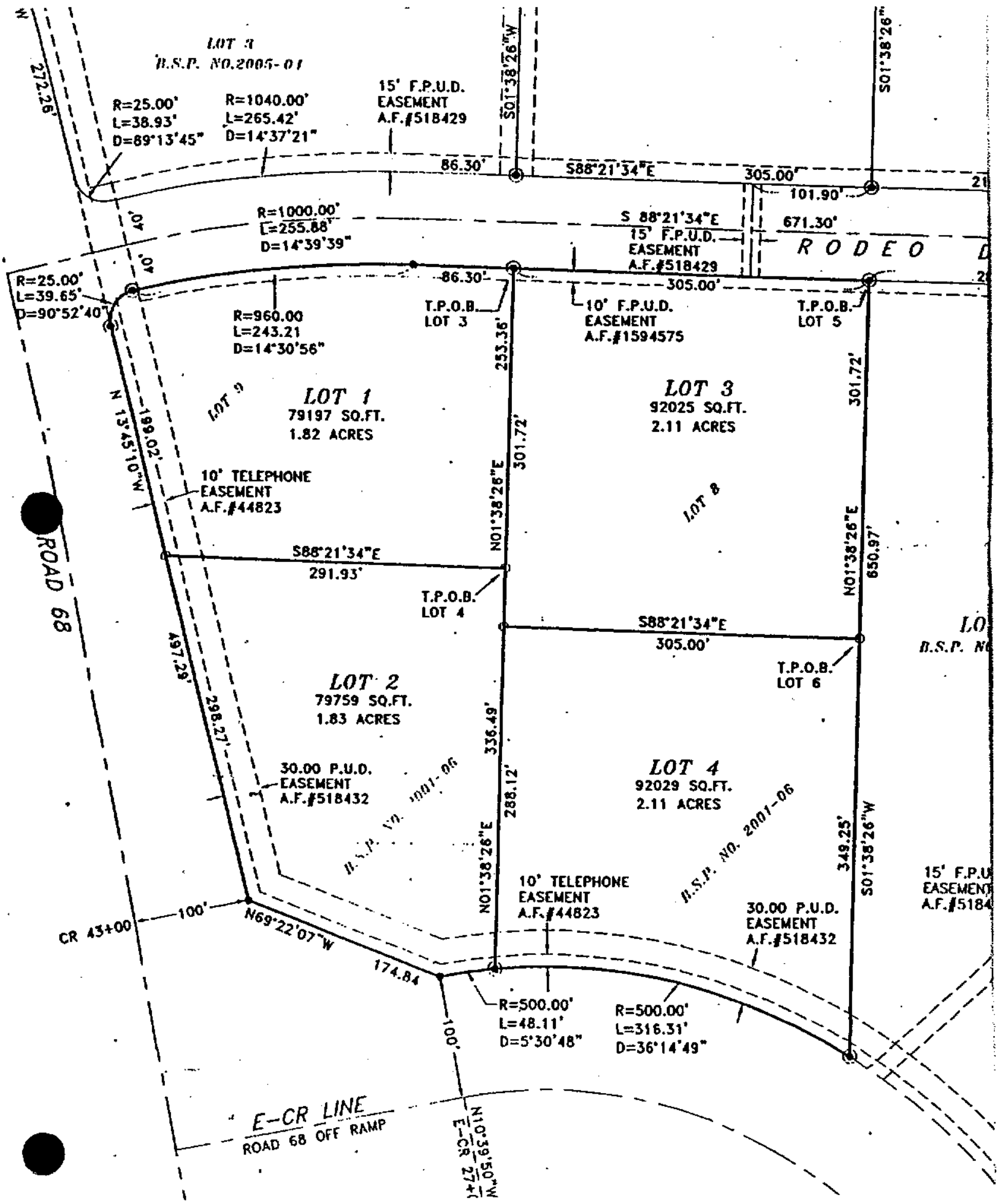
STEVE M. LOWE, #14670\#91039
Prosecuting Attorney for
Franklin County

By: RVP

Ryan E. Verhulp
Deputy Prosecuting Attorney

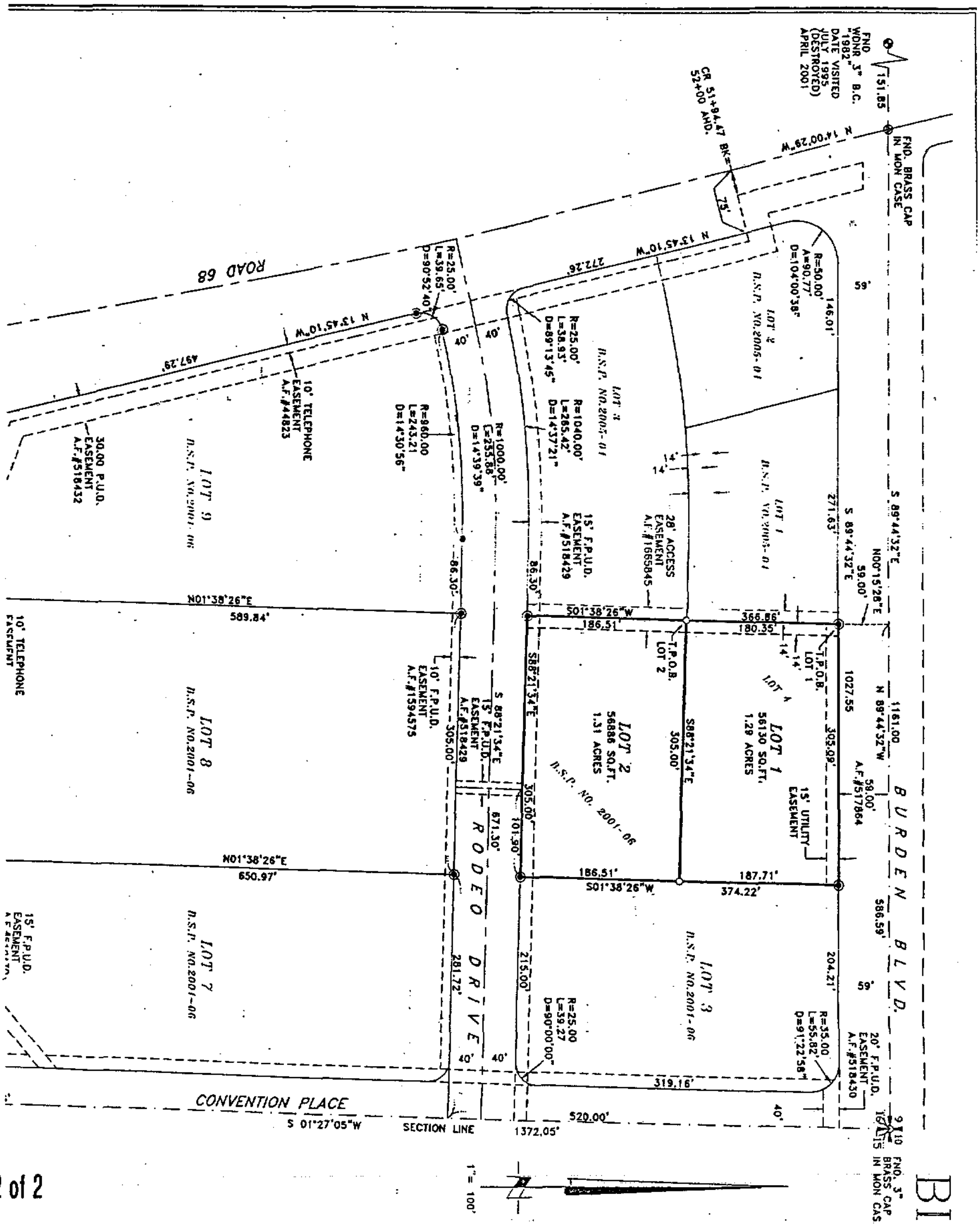
BINDING SITE PLAN 2006-02

EXHIBIT A



May 10, 2006
BINDING SITE PLAN 2006-03

2006 246



BI

Exhibit "B"

REAL ESTATE AUCTION
TERMS AND CONDITIONS

2006 246

1. CONDITIONS OF SALE: The terms and conditions for this sale are set forth in the Purchase and Sale Agreements which will be executed by successful bidders at the auction. Copies of the Purchase and Sale Agreements are available for inspection prior to this event by contacting Western Real Estate Auctions.

2. AUCTION PROCEDURE: These tracts will be offered individually or as an entirety as the bidders desire in the multi-parcel auction method in which all bids remain open until the auctioneer declares the bidding closed. The manner in which the bids total the greatest amount of money resulting in the highest price for the property, will be declared the winning bid(s). The selling price(s) shall be determined by competitive bidding at the auction. **A 10% BUYER'S PREMIUM WILL BE ADDED TO THE HIGH BID(S) TO DETERMINE THE TOTAL CONTRACT SELLING PRICE(S).** Should any dispute arise between bidders, the Auctioneer shall have the right to make the final decision to either determine the successful bidder or to re-sell the property that is in dispute. The auction will be recorded and if any dispute arises following the auction, the Auctioneer's sales records shall be conclusive in all respects.

3. BIDDER REGISTRATION: This Auction is for registered bidders and their guests. **ALL BIDDERS, prior to receiving a bid number, must provide sufficient evidence to the Auctioneer and/or the Broker that they have adequate financial resources and/or financing to close on the offered property**. Bidders must register their name, address and telephone number with the registration clerk, providing photo I.D. (i.e. driver's license) and the **bidder deposit(s) at $25,000 per tract; $150,000 for the entirety;** in cashier's check(s) or PRE-APPROVED company or personal checks made payable to Cascade Title Company. All checks not endorsed by successful bidders will be returned to providers at the close of the auction. The Seller and/or Auctioneer reserve the right to refuse admittance to or expel anyone from the auction premises for interference with the auction activities, nuisance, canvassing or any other reasons.

4. TERMS: Cash at closing on or before 30 days from the auction date.

5. RIGHT TO ACCEPT OR REJECT: These properties are being offered for sale subject to seller acceptance. Seller reserves the right to accept or reject any and all offers for any reason, however, the sole purpose of this auction is to sell the properties. Please come prepared to purchase these commercial tracts at auction.

6. PROPERTY INFORMATION PACKETS: Property information packages are available, containing a copy each of the Preliminary Title Report, Plat Map, Purchase and Sale Agreement, and Law of Real Estate Agency by contacting Western Real Estate Auctions at the listed numbers.

7. CONFIRMATION OF BID: Successful bidder(s) will execute a "Confirmation of Bid" immediately upon award of the right to execute an offer to purchase as announced by the Auctioneer. Successful bidder(s) must then complete the Purchase and Sale Agreement(s).

8. DEPOSITS: Successful bidders will be required to provide a minimum earnest money deposit of ten percent (10%) of the purchase price at the close of the real estate auction. The cashier's check bidder deposit(s) submitted for bidding participation will be applied to that percentage. Buyer(s) must be prepared to issue a personal check for the balance due in excess of the bidder deposit(s) made payable to Cascade Title Company to complete the earnest money deposit requirements. The Auctioner, at his sole discretion, reserves the right to accept a personal check from a pre-qualified bidder in-lieu of a cashier's check.

9. ENVIRONMENTAL DISCLAIMER: Seller, Broker and Auctioneer do not warrant or covenant with Buyer(s) with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste prohibited by federal, state or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises. Buyer is to rely upon it's own environmental audit or examination of the premises.

Exhibit "B"

10. CLOSING: These sale transactions must close no later than July 27, 2006 unless extended in writing by the Seller with possession given at closing. Sales shall be closed by Cascade Title Company, Kennewick, WA.

11. CLOSING COSTS AND PRORATIONS: Seller shall pay all customary and usual closing costs paid by Sellers of Real Estate in Franklin County, WA including title insurance premiums, excise tax, one-half of document preparation, one-half of the escrow fees, and pro-ratable items. Purchaser(s) shall pay all customary and usual closing costs paid by Buyers of Real Estate in Franklin County, WA, including recording fees, one-half of document preparation, one-half of escrow fees, sales or use tax, if any, and pro-ratable items.

12. ADDITIONAL TERMS AND CONDITIONS: All dimensions and descriptions are approximations only based on the best information available and are subject to possible variation. Bidders should inspect the property and also review all of the pertinent documents and information available at Western Real Estate Auction as each bidder is responsible for evaluating the property and shall not rely upon the Seller, Broker, or Auctioneer. The Seller, Broker, Auctioneer, or their agents assume no liability for errors or omissions. The properties herein are being sold subject to federal, state and county laws, ordinances and regulations which may affect the property and its use, including all conditions, restrictions and limitations and other matters of record. The property is being sold on an "AS IS, WHERE IS" basis and without any warranties or representations, expressed or implied. No claim will be considered for allowance, adjustment or recision based upon failure of the property to correspond to any particular standard or exception. Seller, Broker, and Auctioneer have the right to postpone or cancel the auction, in whole or in part, to add or delete properties, at their sole discretion, and to modify or add any terms and conditions of sale and to announce such modifications or additional terms and conditions either prior to or at the auction. Announcements made at the auction will take precedence over printed matter.

13. AGENCY DISCLOSURE: Western Real Estate Auctions is representing the Seller and will be paid by the Seller. Each purchaser will be required to acknowledge such agency.

14. BROKER PARTICIPATION: A cooperating broker referrel fee will be paid to the appropriately licensed real estate broker whose pre-registered prospect pays and successfully closes on tract(s) sold in this auction. Participating brokers must follow all guidelines set by the Auctioneer and selling Broker and be pre-registered on Company letterhead no later than 5:00 p.m. on June 23, 2006. No agent will be recognized on a prospect who has previously contacted or been contacted by the Seller or its representatives. Registered broker(s) and their client(s) must attend the Auction.

16. SELLER'S PERFORMANCE: The seller has agreed to the terms of the sale as published. However, the Broker and Auctioneer make no warranties or guarantees as to the Seller's performance. All properties are being offered for sale to qualified purchasers without regard to the prospective purchaser's sex, race, color, religion or national origin.

15. FAILURE TO CLOSE: In the event that the successful bidder(s) fails to close for any reason, the earnest money shall be retained by the Seller as liquidated damages and divided equally between the Seller and the Broker.

16. CHATTEL PROPERTY: The sale of these commercial real estate tracts do not include chattel property.

2006 246

[redacted]

Cascade Title Company

of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 99336
PHONE (509) 783-0660 • TITLE FAX (509) 783-0675
ESCROW FAX (509) 783-6612

Agent for

Transnation Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Schedule A

Order No.: **P175256CH**
Escrow Officer: **PAM WILSON**

Re.: **FRANKLIN COUNTY WASHINGTON**

1. Effective Date: **April 7, 2006 at 8:00 A.M.**

2. Policy or policies to be issued:

   a. **ALTA Owner's Policy - Standard Coverage (10-17-92)** Amount $**TO COME**
   Proposed Insured:
   TO BE DETERMINED

   b. **None** Amount $
   Proposed Insured:

   c. **None** Amount $
   Proposed Insured:

PREMIUM INFORMATION:

A.	**Subdivider Rate**	**$**	**TBD**	Tax: **$**	Total: **$**
B.		**$**		Tax: **$**	Total: **$**
C.		**$**		Tax: **$**	Total: **$**

3. The estate or interest in the land described herein and which is covered by this commitment is:

   FEE SIMPLE

4. The estate or interest referred to herein is at Date of Commitment vested in:

   FRANKLIN COUNTY WASHINGTON, a municipal corporation

5. The land referred to in this Commitment is situated in the State of Washington and is more fully described as follows:
   SEE ATTACHED EXHIBIT A

Countersigned: _____
Casey Hart

CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES

casey@cascadetitlecompany.com

COMMITMENT FOR TITLE INSURANCE

Schedule B

Order No.**P175256CH**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. Any policy issued pursuant hereto will contain the Exclusions From Coverage and, under Schedule B, the standard exceptions as set forth and identified as to the type of policy on the attached Schedules of Exclusions and Exceptions.

SPECIAL EXCEPTIONS:

1. **LIEN of real estate excise sales tax upon any sale of said premises, if unpaid;**
   Located in: Pasco
   Excise Tax Rate: 1.53%

2. **THE COUNTY ASSESSOR'S office records indicate that the general taxes for the year 2006, are EXEMPT;**
   Tax Account No.: 117-490-107

3. **LIABILITY FOR GENERAL PROPERTY TAXES for the Purchaser's prorated portion of the year 2006, due to the transfer of exempt property to private ownership.**

4. **EXCEPTIONS AND RESERVATIONS contained in Deed;**
   From: The United States of America
   Recorded: September 24, 1975
   Recording No.: 355417

   As follows:
   A right-of-way thereon for ditches or canals constructed by authority of the United States.

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

5. **EASEMENT, including the terms, covenants and provisions thereof;**
   Recorded: May 3, 1976
   Recording No.: 360350
   In favor of: Franklin County, Washington
   For: Operation, use and maintenance of a road

6. **RELINQUISHMENT of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said premises and the highway or highways to be constructed on lands condemned by proceedings under United Stated District Court Eastern District of Washington;**
   Cause No.: C-820085-RJM
   By: The State of Washington

CONTINUED

SCHEDULE B - continued

Order No.: **P175256CH**

7. **TERMS, CONDITIONS AND PROVISIONS as contained in that certain Quit Claim deed instrument, entered into;**
   Recorded: October 5, 1990
   Recording No.: 474776
   In favor of : City of Pasco

8. **RESERVATION OF MINERALS OR MINERAL LANDS, access rights and use of surface area for mining operations, contained in Deed;**
   From: Glacier Park Company
   Recorded: October 16, 1990
   Recording No.: 474972

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

9. **EXCEPTIONS AND RESERVATIONS contained in Deed whereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;**
   From: The State of Washington
   Recording No.: 502470

   RIGHT OF THE STATE OF WASHINGTON or any grantee or lessee thereof, upon paying reasonable compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals, or other products from this and other property, as reserved in the Deed referred to above.

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

10. **EASEMENT, including the terms, covenants and provisions thereof;**
    Recorded: October 4, 1993
    Recording No.: 502470
    For:
    a) Easement for a right of way fo rburied telephone cable granted to Pacific Northwest Bell telephone Company on January 3, 1983 under Application No. 44823 for an indefinite term:

    b) Easement for a right of way for a county road granted to Franklin county on Februrary 10, 1975 under application No. CR 3089 for an indefinite term;

    c) Easement for a right of way for a county road granted to Franklin County on December 31, 1935 under Application No. CR 1537 for an indefinite term;

    d) Easement for a right of way for a road granted to City of Pasco on December 7, 19990 under Application No. 48469 for indefinite term;

    e) Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982 under Application No. SR-1194 for an indefinite term.

    f) Pending application for a right of way for a state road filed by the Department of Transportation on April 17, 1987 under Application No. SR-1260.

CONTINUED

SCHEDULE B - continued

Order No.: **P175256CH**

11. **RIGHT OF WAY EASEMENT, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;**
    Recorded: February 23, 1995
    Recording No.: 518429
    In favor of: Public Utility District No. 1 of Franklin County, Washington, a municipal corporation

12. **RIGHT OF WAY EASEMENT, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;**
    Recorded: February 23, 1995
    Recording No.: 518432
    In favor of: Public Utility District No. 1 of Franklin County, Washington, a municipal corporation

13. **EASEMENT(S) delineated on the face of survey No. 523124 and 1594575;**
    For: P.U.D. and telephone

14. **COVENANTS, CONDITIONS AND RESTRICTIONS contained in Declaration of Restrictions;**
    Recording No.: 1563139

15. **NOTES as contained on the face of said Binding Site Plan No. 2001-2006;:**

    a) **No direct access in permitted form any lot of this binding site plan to Road 68.**

    b) **Rodeo Drive will be restricted to right tin and right out traffic movements to and from Road 68.**

    c) **The landscape drainage swale and cul de sac in convention place must be installed prior to or in conjunction with the issuance of a building permit for lots abutting the areas lacking these improvements.**

16. **NOTES as contained on the face of said Plat, as follows:**

    a) **No direct access is permitted from lots 1 and 2 of this binding list plan to Road 68**

    b) **Rodeo Drive will be restricted to right in and right our traffic movements to and from Road 68.**

    c) **Franklin P.U.D. 's Note**
    The owner named hereon is responsible for providing and installing all trench, conduit, primary vaults, secondary junction boxes, and backfill for the P.U.D.'S primary and secondary distribution system in accordance with P.U.D. specifications. Said owner will make full advance payment of line extension fees and will provide said owner will make full advance payment of line extension fees and will provide all necessary utility easements Prior to P.U.D. construction and/or connection of electrical service to the Plat.

    d) **City of Pasco vertical datum reference: PSI #23-2 Brass cap at intersection of Burden Blvd. and Road 68 place, elevation = 506.96.**

    e) **Street addresses will be assigned at the time building permits are issued.**

    f) **water and sewer service are available from Rodeo Drive Only.**

    g) **Lots 1, 2, 3 and 4 in this binding site plan shall participate in reciprocal access and utility easements and share common access parking, storm water retention and circulation rights.**

    h) **At the time lots are developed, all abutting roads and utilities shall be improved to City standards as directed by the city engineer. If Lots 2 and/or 4 develop prior to Lots 1 and 3, Street improvements along road 68 and/or Rodeo Drive will be required as directed by the City engineer.**

END OF SCHEDULE B

COMMITMENT FOR TITLE INSURANCE

Schedule C

Order No. **P175256CH**

The following matters will not be listed as Special Exceptions in Schedule "B" of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule "B" of the Policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule "B", excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the Policy.

NOTES AND REQUIREMENTS:

A. Requirements: Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

B. In the event this transaction fails to close a minimum cancellation fee of **$50.00 + $4.15** sales tax will be charged for services rendered in accordance with our rate schedule unless otherwise specified.

C. This Commitment shall not obligate the Company to issue any Endorsement. All Endorsements to be issued must be agreed to by the Company and appropriate for the estate insured.

D. Any sketch or map enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

E. Unless otherwise requested, the forms of policy to be issued in connection with this commitment will be ALTA 1992 policies, or, in the case of standard lender's coverage, the CLTA Standard Coverage Policy - 1990. The policy committed for or requested may be examined by inquiry at the office which issued the commitment. A specimen copy of the policy form(s) referred to in this commitment will be furnished promptly upon request.

F. The specific discounted rate classifications applied to the owner's policy, and/or lender's policy requested for this transaction, are disclosed in "Schedule A" of the preliminary commitment. Other discounted rate classifications may apply, including the:

Short Term Rate
Prior Title Evidence Rate
Builder's, Subdivider's and Developer's Rate
Simultaneous Issue Rate
Refinance, Mortgage Reorganization, Junior Mortgage Rate
Special Project Rate

Attached in "Exhibit R" is a brief description of these rates. PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES. You may reach your title officer at 509-783-0660

ADDITIONAL NOTES AND REQUIREMENTS:

A. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed will be subject to such matters as may be found by a search of the records against said names.

END OF SCHEDULE C

NOTE: In the event that the Preliminary Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection upon request.
CH/hk

EXHIBIT A

Order No.: **P175256CH**

A Parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 east, Willamette Meridian, Franklin County, Washington, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 01°27'05" West, along the east line of said Northeast Quarter, 520.00 feet; thence North 88°21'34" West, 586.72 feet to a point to the Southerly Margin of Rodeo Drive and the true Point of Beginning; thence South 01°38'26" West, 253.36 feet; thence North 88°21'34" West, 291.93 feet to a point on the Easterly right of way margin or road 68; thence North 13°45'10" West, along said Easterly margin, 199.02 feet to a point of curve; thence along A 25.00 fOOt radius curve to the right through a central angle of 90°52'40" an arc distance of 39.65 feet to a point on compound curve and being on the southerly margin of Rodeo Drive; thence along a 960.00 foot radius curve of the right through a central angle of 14°30'56" and having a chord bearing of North 84°22'58" East and a chord distance of 242.56 feet to a point of tangent; thence South 88°21'34" East, along said Southerly margin 86.30 feet to the true Point of Beginning. (also known as lot 1, binding site plan 2006-02 recorded under Auditor's File No. 1676945.

EXHIBIT "R"

DISCOUNTED RATE DISCLOSURE ADDENDUM

The specific discounted rate classifications applied to this transaction, are disclosed in Schedule A of the preliminary commitment. Other discounted rate classifications may apply, including the:

Builder's, Subdivider's & Developer's Rate

When an insured owner places an order for title insurance for a specific project on land which has been or is to be divided into four or more parcels of land. This rate applies also for lender's policies insuring a development loan and for the sale of a subdivided lot.

When a lender's policy is issued insuring a lien of a mortgage for financing the construction of residential or condominium units.

When an owner's policy is issued insuring the sale or lease of residential or condominium units.

Simultaneous Issue Rate

When any policy is issued simultaneously with a policy and one policy contains the provision that any loss payment or claim paid thereon shall reduce pro tanto the Company's liability under the other policy or policies.

Short Term Rate

If an owner's, purchasers, mortgagees, or leasehold policy has been issued by any title insurer, and an order for title insurance is placed within three (3) years following the date of the prior policy.

Refinance, Mortgage Reorganization/Junior Mortgage Rate

When a Lender's or Purchaser's Policy has been issued and a new loan on the same property is executed by the same borrower(s).

Special Project Rate

An application for a title insurance policy having a liability of $1,000,000.00 or more.

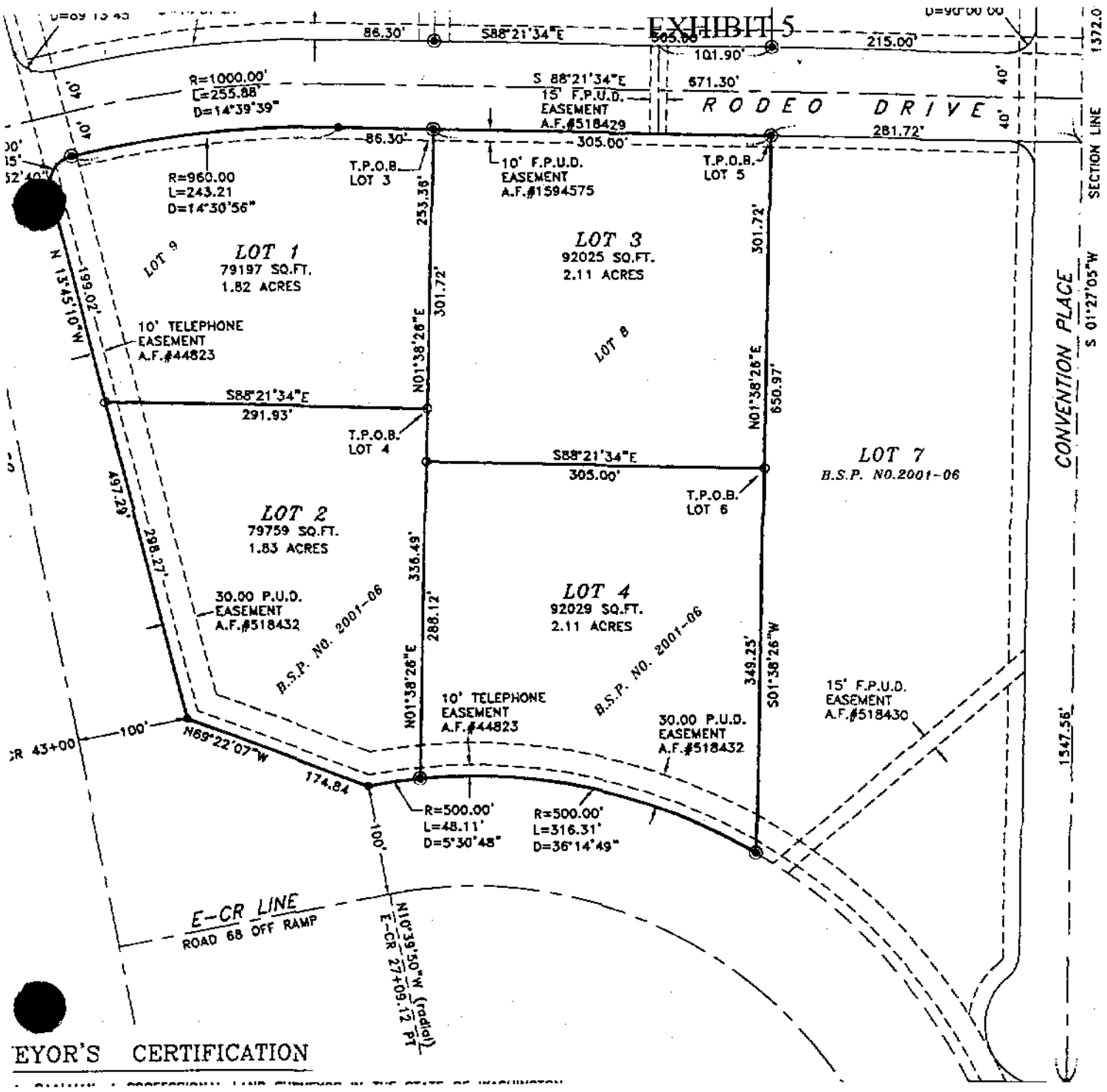
Prior Title Evidence Rate

If at any time an order for title insurance is placed, a copy of the then owner's policy of title insurance is submitted.

PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES.
You may reach your title officer at (509) 783-0660

EXHIBIT 5

May 10, 2006



SUBJECT TO EASEMENTS, RESERVATIO

CONTAINING 184,054 SQUARE FEET.

TOGETHER WITH:

LOT 9 (BINDING SITE PLAN 2001-06)
(TAX PARCEL NO. 117-490-095)
A PARCEL OF LAND SITUATED IN THE
TOWNSHIP 9 NORTH, RANGE 29 EAST
WASHINGTON, DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST COR
S.01°27'05" W., *ALONG THE EAST LI*
THENCE N.88°21'34" W., 586.72 FEE
RODEO DRIVE AND THE TRUE POINT
FEET TO A POINT ON CURVE AND BE
OF STATE HIGHWAY (E-RC LINE OF S
TO THE LEFT THROUGH A CENTRAL A
AND A CHORD BEARING OF S.82°05'3
POINT OF NON-TANGENT; THENCE N
EASTERLY RIGHT OF WAY MARGIN OF
EASTERLY MARGIN, 497.29 FEET TO A
RADIUS CURVE TO THE RIGHT THROU
DISTANCE OF 39.85 FEET TO A POIN
SOUTHERLY MARGIN OF RODEO DRIVE;
TO THE RIGHT THROUGH A CENTRAL
BEARING OF N.84°22'58" E. AND A C
TANGENT; THENCE S.88°21'34" E., AL
THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIO

CONTAINING 158,956 SQUARE FEET.

TOTAL AREA = 456,026 SQUARE FEE

SEE SHEET 2 OF 2 FOR NEW LEGAL

AUDITOR'S CERTIFIC

FILED FOR RECORD THIS 25th D/

MINUTES PAST 3 P M.

PAGE 95 , AT THE REQUES

Iona G Lenhart

FRANKLIN COUNTY AUDITOR

EYOR'S CERTIFICATION

EXHIBIT 5

May 10, 2006

FINAL

355417

Form 1860-9
(March 1961)
(formerly 4-1843)

Washington 05347

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States an application by the State of Washington and a decision of the Oregon State Office of said Bureau at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section lands in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676) upon its admission into the Union on November 11, 1889 (26 Stat. 1552):

Willamette Meridian, Washington.

T. 14 N., R. 27 E.,
Sec. 36, All.

T. 10 N., R. 28 E.,
Sec. 36, Lots 1, 4, 5, and 6, and E½E½.

T. 11 N., R. 28 E.,
Sec. 36, All.

T. 12 N., R. 28 E.,
Sec. 36, Lots 1 to 4, inclusive, and E½.

T. 13 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 29 E.,
Sec. 16, All;
Sec. 36, Lots 1 and 2.

T. 10 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

355417

RECORDED IN VOL 73
OF OFFICIAL RECORDS
PAGE ____ REQUEST OF
Department of Natural Resources
SEP 24 3 05 AM '75
DOROTHY TOWNE AUDITOR
FRANKLIN COUNTY, WASH.
DEPUTY
MAIL TO:
State of Washington
Dept. of Natural Resources
Olympia, Wa., 98504

VOL 73 PAGE 505

46-76-0011

Patent Number

(35) 355417

Washington 05347

T. 9 N., R. 30 E.,
Sec. 16, All;
Sec. 36, Lot 1.

T. 10 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 31 E.,
Sec. 16, All.

T. 10 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 31 E.,
Sec. 16, All;
Sec. 16, All.

T. 10 N., R. 32 E.,
Sec. 16, All.

T. 11 N., R. 32 E.,
Sec. 16, All;
Sec. 16, All.

T. 12 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

46-76-0011

Patent Number

VOL 73 PAGE 506

355417

(17) 355417

Washington 05347

T. 11 N., R. 33 E.,
Sec. 16, All.

T. 12 N., R. 33 E.,
Sec. 16, All;
Sec. 36, Lots 1 to 4, inclusive, and W½.

T. 13 N., R. 33 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 33 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 34 E.,
Sec. 16, All.

T. 14 N., R. 34 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 35 E.,
Sec. 16, All.

T. 14 N., R. 35 E.,
Sec. 16, All.
Sec. 36, All.

T. 13 N., R. 36 E.,
Sec. 16, Lots 1, 2, and 3, W½, W½SE¼,
and SE¼SE¼.

T. 14 N., R. 36 E.,
Sec. 16, All;
Sec. 36, All.

Aggregating 41,428.65 acres;

Patent Number 46-76-0011

3

355417

VOL 73 PAGE 507

Form 1860–10
(July 1975)

Washington 05347

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described lands on November 11, 1889, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said State of Washington, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever.

State of Washington) ss
County of Thurston)

I, DONALD F. MCKAY, Records Officer for BERT L. COLE, Commissioner of Public Lands of the State of Washington and ex officio Administrator of the Department of Natural Resources for the State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this 23rd day of September A.D. 1975

Donald F. McKay

DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

[SEAL]

GIVEN under my hand, in Portland, Oregon the TWENTY-SECOND day of AUGUST in the year of our Lord one thousand nine hundred and SEVENTY-FIVE and of the Independence of the United States the two hundred and

By Harold A. Berends
Chief, Branch of Lands
and Minerals Operations

Patent Number 46-76-0011

VOL 73 PAGE 508

GPO 888-857 355417

Form 1860-a
(July 1975)
Washington 05347-A

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States, an application by the State of Washington and a decision of the Oregon State Office of said Bureau, at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section land in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676), upon the acceptance of the Plat of Survey on July 9, 1920:

Willamette Meridian, Washington.

T. 12 N., R. 28 E.,
Sec. 36, Lot 5.
Containing 27.91 acres;

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described land on July 9, 1920, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents, DOES GIVE AND GRANT, unto the said State of Washington, the land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever; and there is reserved from the land hereby granted, a right-of-way thereon for ditches or canals constructed by authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.

State of Washington }
County of Thurston } ss

I, DONALD F. MCKAY, Records Officer for BERT L. COLE, Commissioner of Public Lands of the State of Washington and ex officio Administrator of the Department of Natural Resources for the State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this 23rd day of September A.D. 1975

Donald F. McKay

DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon the TWENTY-SECOND day of AUGUST in the year of our Lord one thousand nine hundred and SEVENTY-FIVE and of the Independence of the United States the two hundredth and

By Harold A. Berends
Chief, Branch of Lands
and Minerals Operations

Patent Number 46-76-0012

GPO 888-840

VOL 73 PAGE 509

16-9-29 NE1

360350

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Easement No. CR 3089

THIS EASEMENT, made and entered into this 6th day of February, 1975, by and between FRANKLIN COUNTY, herein called the "Grantee," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee:

An easement for a right of way for the sole purpose of construction, operation, use, and maintenance of a road over and across a location as shown on Plat No. CR 3069 filed in the office of the Commissioner of Public Lands at Olympia, Washington, a reduction of which is attached as Exhibit A, indicating said right of way in red, and by this reference made a part hereof, all in Franklin County, Washington. Provided, the Grantee may permit the installation of utilities specifically pertaining to electronic transmission lines, telephone lines, or pipelines but for no other purposes.

This easement granted herein is subject to the following terms, conditions, and provisions:

Consideration

The consideration paid by the Grantee to the State is as follows:

None. The benefits accruing to the State from the granting the public access rights offset the damage done to the land by the same grant.

Operating Specifications

In the exercise of rights granted by this easement, the Grantee agrees to abide by the State's Resource Management Operating Specifications in effect at the time of the execution of this easement.

Subsequent changes in specifications necessary to reasonably protect the environment will be mutually agreed upon. Costs for such subsequent changes will be borne by the Grantee.

If the two parties fail to agree that the changes in specifications are necessary, a three-member committee will be formed. Said committee to be made up of one member appointed by the State, one member appointed by the Grantee, and one member appointed by the two aforementioned members. The decision of the committee will be final and binding on all parties.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of said rights.

During operations under this easement, including the construction of roads and landings, the Grantee shall take such precautions as necessary to minimize insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

App. No. CR 3089

360350

All soil surfaces on the right of way, temporary roads and skid trails which are devoid of natural cover as a result of the operations hereunder, shall be reseeded to a grass mixture recommended by the local office of the County Extension Agent.

All legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object. Grantee shall record these references in the respective offices of the local County Engineer and the Commissioner of Public Lands.

The Grantee shall prevent the establishment of weeds upon, and the spread of weeds from, any portion of the right of way herein granted which is adjacent to cultivated State lands and shall further comply with the county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 113, Laws of 1969 Ex. Ses.). Payment of weed control costs will be the Grantee's responsibility.

In the event the county noxious weed control board directs the Grantee to control weeds or the Grantee elects to kill or control the growth of weeds and/or brush by chemical treatment within or in proximity to said right of way, he shall use only those chemical agents, the container labels of which have been registered with the Washington State Department of Agriculture. Such use must be in accordance with the labeled directions and approved of jointly by the Washington State Department of Agriculture and the County Extension Agent before commencement of any control program.

Restoration

It is understood and agreed that in the event any portion of the road described herein is abandoned, the Grantee shall take the necessary legal action to vacate such portions and shall immediately restore the land within all abandoned portions to a natural condition as may be directed by the State.

On those portions designated for restoration, all asphalt shall be removed from the abandoned right of way and shall not be deposited on the adjacent State land; in addition, the land surface shall be scarified to blend with the adjoining landscape.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file with the State in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Ellensburg, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

360350
RECORDED IN VOL 80
OF OFFICIAL RECORDS
PAGE ____ REQUEST OF
Franklin Co. Engineer
MAY 3 11 17 AM '76
DOROTHY I. OWNE AUDITOR
FRANKLIN COUNTY, WASH.
DEPUTY
MAIL TO:

VOL 80 PAGE 112

App. No. CR 3089

360350

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By _____
BERT L. COLES
Commissioner of Public Lands

FRANKLIN COUNTY

_____
_____
_____
County Commissioners

Courthouse
Pasco, WA 99301

App. No. CR 3089
db

360350

VOL 80 PAGE 113

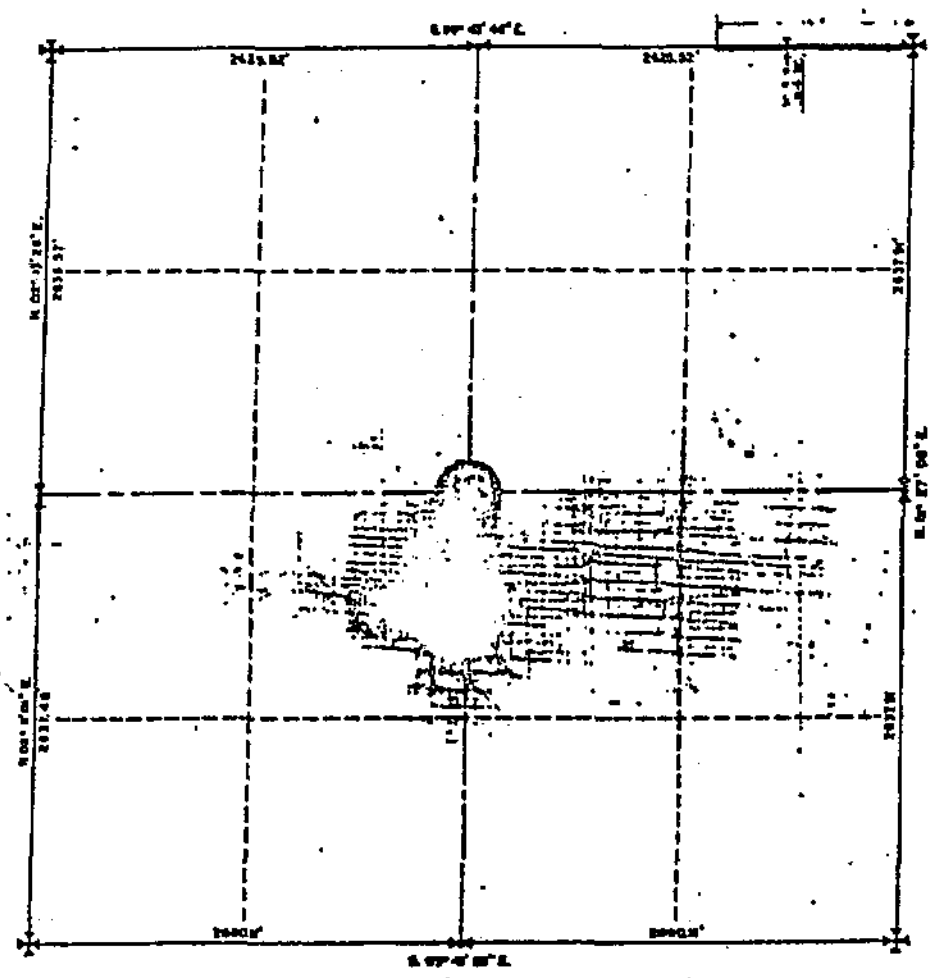
360350

PLAT OF RIGHT OF WAY

For Public Road, as Petitioned for by the County of Franklin

Across Section 16, Township 9, NORTH, Range 29, E.W.M.

CR3089



CR3089

H. A. McCain

EXHIBIT A

360350

80 PM 1/4

416896 15-9-27 416896

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA, Plaintiff, v. 46.315 ACRES OF LAND, more or less, situate in Franklin County, Washington; BURLINGTON NORTHERN RAILROAD COMPANY, a corporation; FRANCES C. THOMAS, a single woman; DAVE MacHUGH and JANE DOE MacHUGH, husband and wife; GARY MIDDLETON and JANE DOE MIDDLETON, husband and wife; FIRST NATIONAL BANK OF OMAHA, a corporation; HAROLD KOSOWSKY, as trustee; BANKERS TRUST COMPANY, a corporation; FARMERS LOAN & TRUST COMPANY, as trustee; PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, a municipal corporation; SOUTH COLUMBIA BASIN IRRIGATION DISTRICT, a municipal corporation; FRANKLIN COUNTY, Washington, a municipal corporation; and UNKNOWN OWNERS, Defendants.	NO. C-82-085-RJM LIS PENDENS AS TO TRACTS 5-03231-A, 5-03231-B, and 5-03231-C RECORDED IN VOL 157 OF OFFICIAL RECORDS PAGE 831 REQUEST OF U.S. Attorney MAR 12 9 53 AM '82 KEVA J. [illegible] AUDITOR FRANKLIN COUNTY, WA. DEPUTY MAIL TO: U.S. Attorney P.O.Box 1494 Spokane, Wa.99210

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in the above-entitled Court by the United States of America as plaintiff against the above-named defendants that the objects and purposes of said action are as follows:

1. Pursuant to the authorities and for the public uses set forth on Schedule A, attached hereto, to acquire interests in certain lands in Franklin County, Washington, as said

LIS PENDENS - 1

157 PAGE 831

416896

416896

interests (estates) and said lands are described and set forth on Schedule B, attached hereto.

2. To determine a just and proper award and compensation for said property, to determine the parties entitled to receive such compensation, and to decree said property to be the property of the United States; and for such other relief as to the Court may seem proper in the premises.

DATED this 5th day of February, 1982.

JOHN E. LAMP
United States Attorney

ROBERT M. SWEENEY
Assistant United States Attorney

Post Office Box 1494
Spokane, WA 99210-1494

Telephone: (509) 456-3811

FEB 24 1982
416896

416896

SCHEDULE A

AUTHORITY FOR THE TAKING:

The acquisition is authorized by the Act of Congress approved February 26, 1931, (46 Stat. 1421; 40 U.S.C. 258a) and acts supplementary thereto and amendatory thereof, and under the further authority of the Act and the Act of Congress of August 27, 1958, (72 Stat. 892; 23 U.S.C. 107) authorizing the acquisition of land or interests in lands (including within the term "interests in lands" the control of access thereto from adjoining land) required for right-of-way or other purposes in connection with the prosecution of a project for the construction, reconstruction or improvement of a section of the National System of Interstate and Defense Highways, funds for such purposes being available from current appropriations for carrying out the provisions of said Act of August 27, 1958, and the Department of Transportation Act, approved October 15, 1966, (80 Stat. 931, 970) which transferred to and vested in the Secretary of Transportation all functions, powers and duties of the Secretary of Commerce under Title 23, United States Code, as amended.

PUBLIC USES:

The subject lands are necessary to provide adequately for the construction, reconstruction, and improvements of Interestate Highway Project I-182, a portion of the National System of Interstate and Defense Highways, being constructed in accordance with standards, including control of access, adopted by the Secretary of Transportation in cooperation with the State highway departments, which standards have been adopted, affirmed and continued in effect by the Federal Highway Administrator pursuant to the authority delegated to him by the Secretary of Transportation and in accordance with Section 12(a) of the Department of Transportation Act approved October 15, 1966 (80 Stat. 931, 949).

vol 157 page 933

416896

ESTATE TAKEN:

The estates taken for said public use in the land hereinafter described, subject to existing easements for public roads and highways, public utilities and pipelines, are as follows:

(1) As to Parcel A, the fee simple title together with all existing, future or potential common law or statutory abutters' rights or easements of access to, from and between said land and the abutting land of all parties having interests in said land.

(2) As to Parcel B, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.

(3) As to Parcel C, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.

FAP# I-182-3 (6) 110

Parcel No. 5-03231

PARCEL "A"

(PORTION TO BE TAKEN IN FEE FOR HIGHWAY RIGHT OF WAY)

Begin at the West 1/4 Corner (Found U.S.B.R. Brass Cap) of Section 15, Township 9 North, Range 29 East, W.M.; thence North 0°33'15" East 556.63 feet to the True Point of Beginning (T.P.O.B.) of this Parcel "A" description; thence continue North 0°33'15" East 521.70 feet; thence South 26°30'16" East 128.19 feet; thence proceed along the arc of a curve to the left having a radius of 885.0 feet for a distance of 610.65 feet; thence South 54°33'11" East 319.40 feet; thence South 66°57'15" East 2200.0 feet to a point, said point being the T.P.O.B. of the following described Parcel "B"; thence continue South 66°57'15" East 100 feet; thence South 69°49'00" East 1001.25 feet; thence South 66°57'15" East 201.15 feet; thence South 0°32'44" West 266.41 feet; thence North 88°46'00" East 598.59 feet; thence South 66°57'15" East 789.26 feet; thence South 0°30'45" West 400.58 feet; thence North 66°57'15" West 2791.52 feet to a point, said point being the T.P.O.B. of the following described Parcel "C"; thence continue North 66°57'15" West 100 feet; thence continue North 66°57'15" West 500 feet; thence North 62°22'49" West 250.80 feet; thence North 66°57'15" West 750.00 feet; thence North 72°39'53" West 602.99 feet; thence North 71°51'53" West 81.66 feet; thence North 71°09'56" West 245.08 feet; thence proceed along the arc of a curve to the left having a radius of 1900 feet for a distance of 389.53 feet to a point that bears South 0°33'15" West 381.70 feet from the T.P.O.B. of said Parcel "A"; thence North 0°33'15" East 381.70 feet to said T.P.O.B. and containing 46.131 acres, more or less.

PARCEL "B"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "B"; thence North 21°02'45" East 40 feet; thence South 66°57'15" East 100 feet; thence South 21°02'45" West 40 feet; thence North 66°57'15" West 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

PARCEL "C"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "C"; thence South 21°02'45" West 40 feet; thence North 66°57'15" West 100 feet; thence North 21°02'45" East 40 feet; thence South 66°57'15" East 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

BK 157 PG 934

416896

Old (23-9-29 SENE; 24-9-29 SWNW
16-9-29 NENE; SENE; 7-9-29;
12-9-29; 13-9-29; 18-9-29; 17-9-29
8-9-29

474776

QUITCLAIM DEED

THE GRANTOR, the COUNTY OF FRANKLIN, a political subdivision of the State of Washington, for and in consideration of One Dollar ($1.00) and other good and valuable consideraion, and by reason of an annexation and by reason of the Grantee's assumption of jurisdiction, including maintenance, over roads in the annexed territory, hereby conveys and quit claims to the CITY OF PASCO, an incorporated city and municipal corporation of the State of Washington, all of the County's right, title and interest in and to the following-described real property, situated in the County of Franklin, State of Washington:

That part of the SE 1/4 of the NE 1/4 of Section 23, and the SW 1/4 of the NW 1/4 of Section 24, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "A" attached hereto (1 page) and made a part hereof, encompassing the culdesac at the north end of Road 36 south of SR 182.

That part of the NE 1/4 of the NE 1/4 of Section 16 and the SE 1/4 of the NE 1/4 of Section 16, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "B" attached hereto (1 page) and made a part hereof, encompassing those parts of Road 68 immediately north and south of the Road 68 interchange at SR 182 and extending to the corporate boundaries of the City of Pasco.

That part of Sections 7, 12, 13 and 18, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "C" attached hereto (3 page) and made a part hereof, encompassing Harris Road from its intersection with Road 100 to its intersection with the old Columbia River Road (Court Street).

That part of Sections 18, 17, 7 and 8, T. 9 N., R. 29 E., W.M., as shown hachured on Exhibit "D" attached hereto (consisting of 3 pages) and made a part hereof, encompassing Road 100 immediately north and south of the Road 100 interchange at SR 182 extending to the corporate boundaries of the City of Pasco.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between said SR 182 and the lands herein conveyed; nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance, or operation of said highway.

This deed is further made in correction of and substitution for that certain Quitclaim Deed dated November 18, 1989, filed in the records of the Franklin County Auditor in Vol. 0258, page 149-150; which deed has not been accepted by the City of Pasco, Grantee therein.

DATED this 12th day of September, 1990.

FRANKLIN COUNTY BOARD OF COMMISSIONERS:

Ken Miller

KEN MILLER, Chairman of the Board

VOL 0272 PAGE 536

474776

474776

HAROLD MATTHEWS, Commissioner

NEVA J. CORKRUM, Commissioner

ATTEST:

By _____
DIANE McLAUGHLIN, Clerk of Board

APPROVED AS TO FORM:

By _____
George Fearing,
Special Prosecuting Attorney

STATE OF WASHINGTON)
)ss.
County of Franklin)

On this day personally appeared before me, Ken Miller, Harold Matthews and Neva J. Corkrum, to me known to be the Chairman and members of the Board of County Commissioners, respectively, of Franklin County, the political subdivision described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17th day of September, 1990.

_____
Notary Public for Washington
Residing at Benton County, WA
Commission Expires: 6-27-94

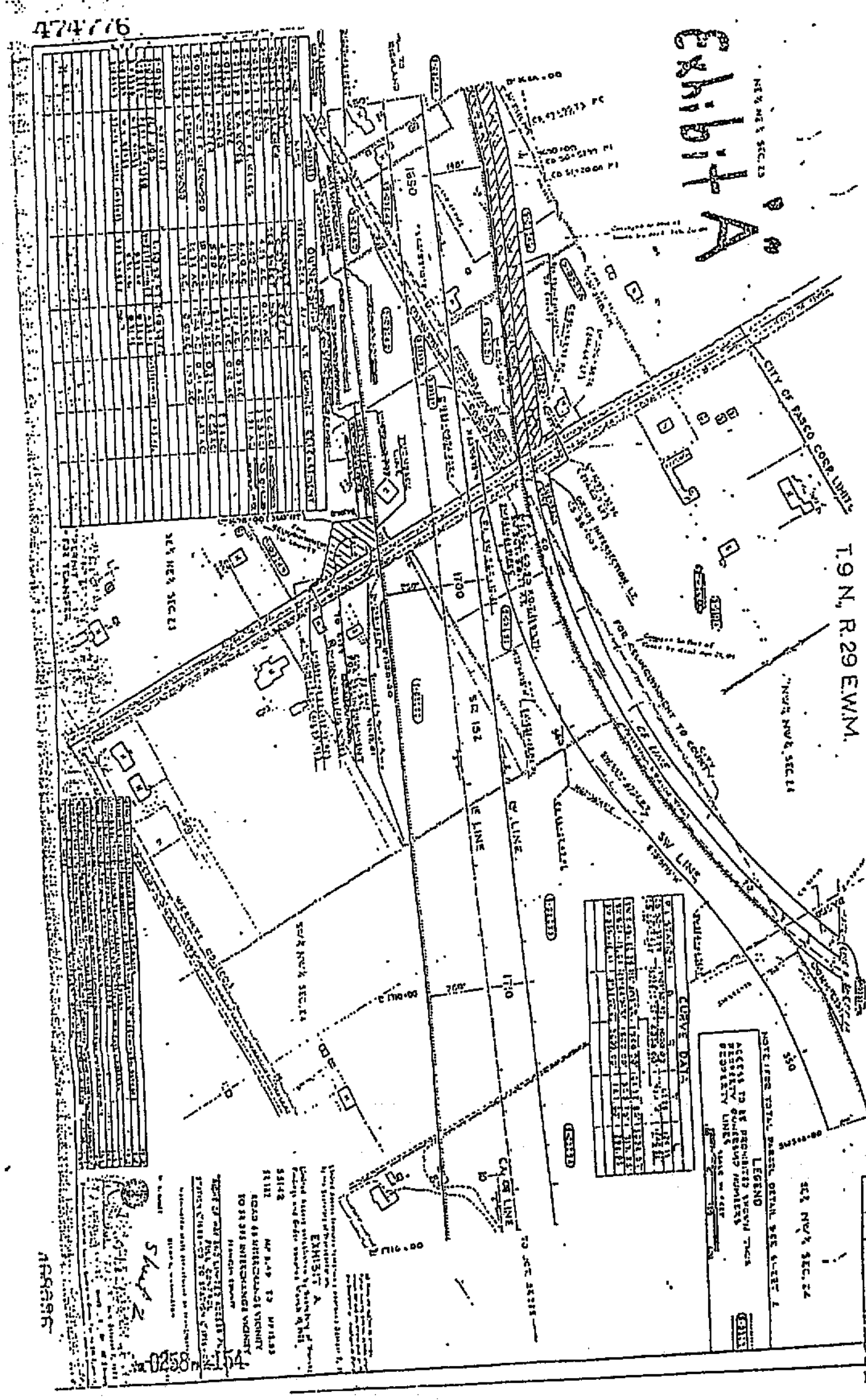
474776

Tracy Schuette Treasurer
90 OCT -5 P2:13

FROM: G. Smith
Chief Attorney
417 S. Third St
Pasco WA 99301

474776

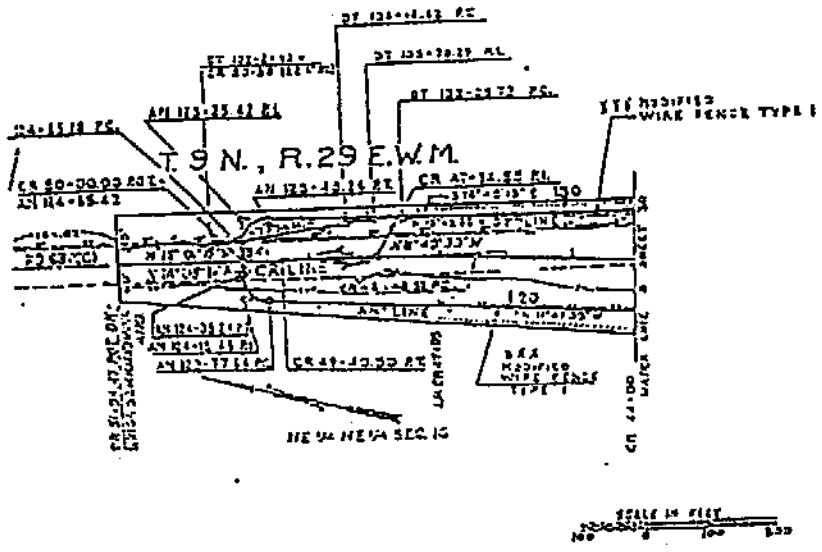
VOL 0272 PAGE 537

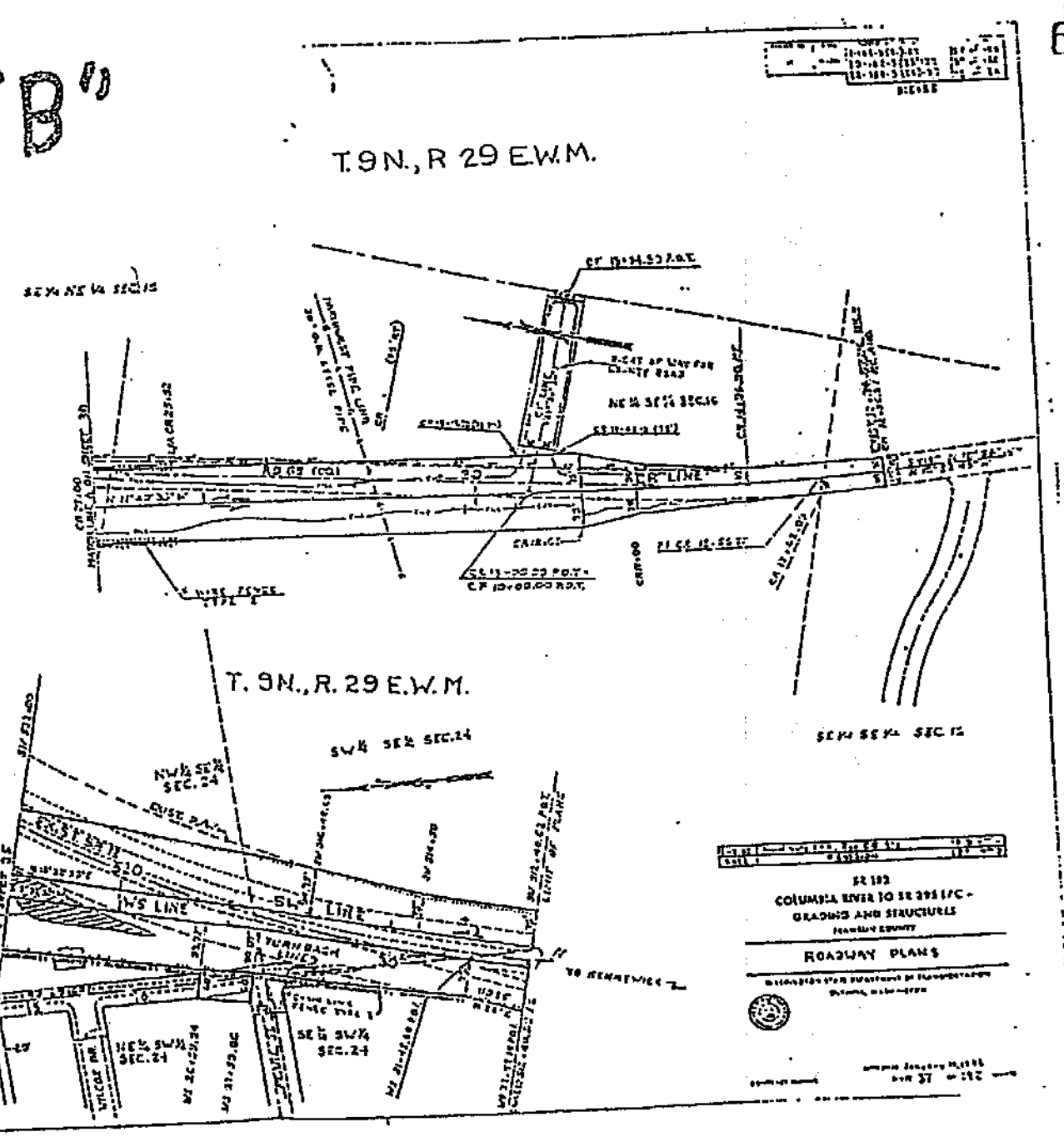

474776
Exhibit A
T.9 N., R.29 E.W.M.
CITY OF PASCO CORP. LIMITS
SR 182
1650
1700
1110
590
CURVE DATA
LEGEND
EXHIBIT A
474776
0272 PAGE 538

May 10, 2006

EXHIBIT 5

Exhibit "B"





CURVE DATA					
P.I. STATION	Δ	R	T	L	S

* SEE SPECIAL PROVISIONS

FOR CR LINE PROFILE SEE SHEET 33
FOR SW LINE PROFILE SEE SHEET 34
FOR WS LINE PROFILE SEE SHEET 35
FOR SP LINE PROFILE SEE SHEET 37
* Construct Fence Outside Limited Access Line as shown in Special Provisions And Detail Sheet 71

4747776

VOL 0272 PAGE 539

4747776

May 10, 2006

EXHIBIT 5

VOL 0272 PAGE 540

Exhibit "C" p.1

T.9N., R.28 E.W.M.
T.9N., R.29 E.W.M.

IDENTICAL POINTS

CC LINE

GRADE INTERSECTION (LIX)

SR 503
COLUMBIA RIVER TO SR 205 I/C -
GRADING AND STRUCTURES

ROADWAY PLANS

CURVE DATA

SEE SPECIAL PROVISIONS

May 10, 2006

EXHIBIT 5

Exhibit "C"
P. 2

T.9N , R.29E. W.M.

vol. 0272 PAGE 541

SR 182

COLUMBIA RIVER TO SR 395 I/C -
GRADING AND STRUCTURES

ROADWAY PLANS

NW ¼ NE ¼ SEC.18

FOR LW AND LE LINE PROFILE SEE SHEET 42
FOR CC LINE PROFILE SEE SHEETS 22&23

CURVE DATA						
PI STATION	Δ	R	T			

SCALE IN FEET

474778

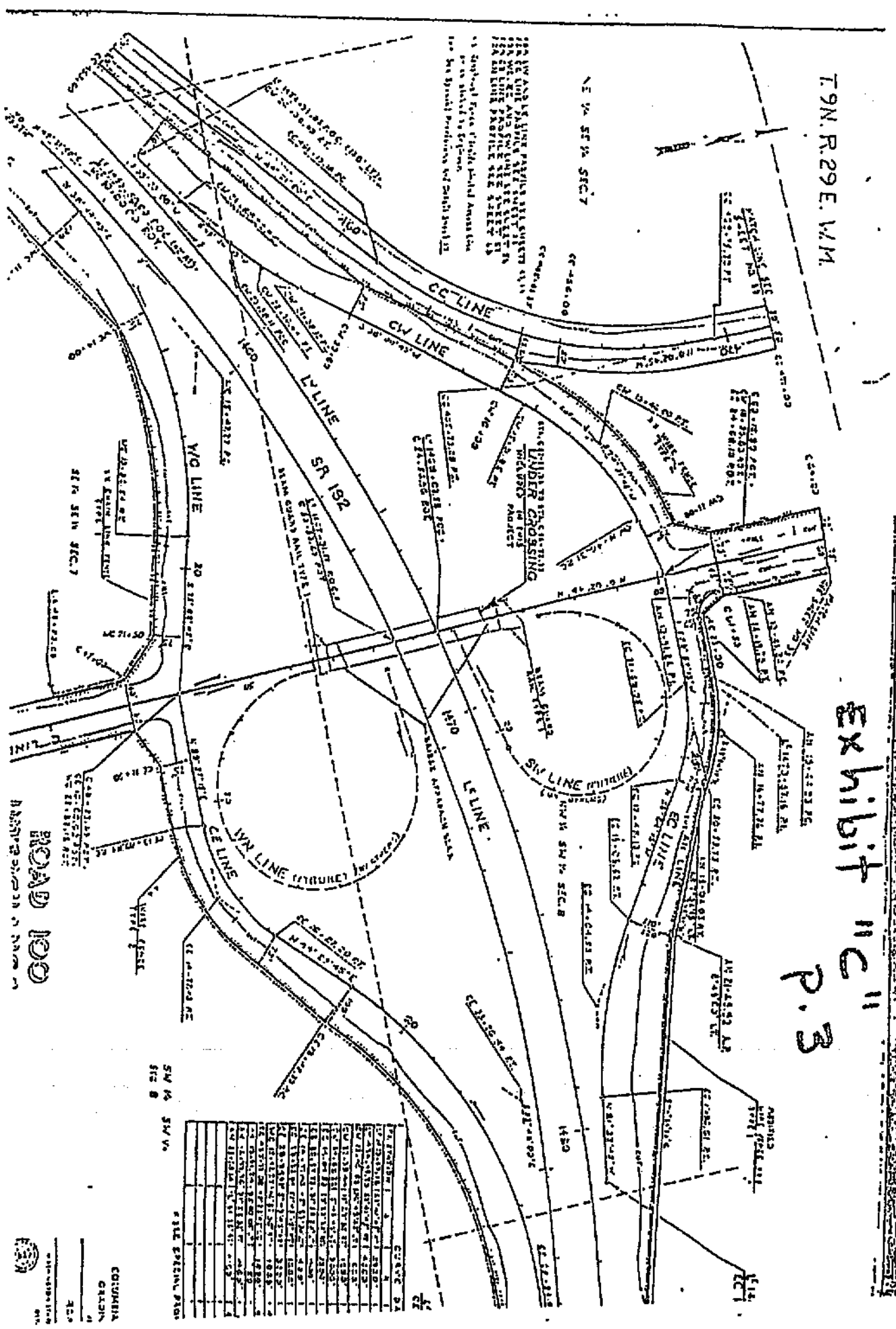
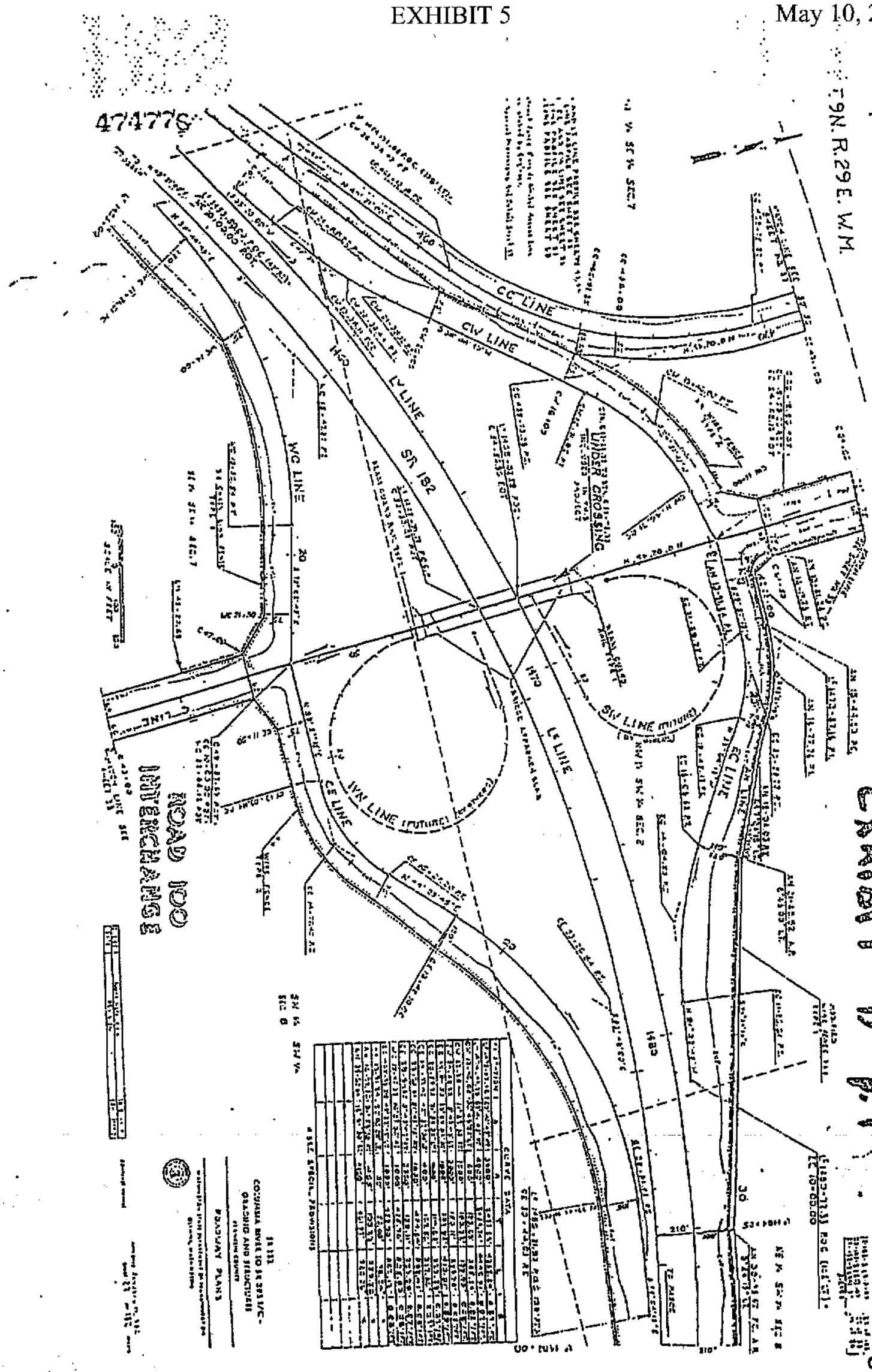


Exhibit "C"
p. 3

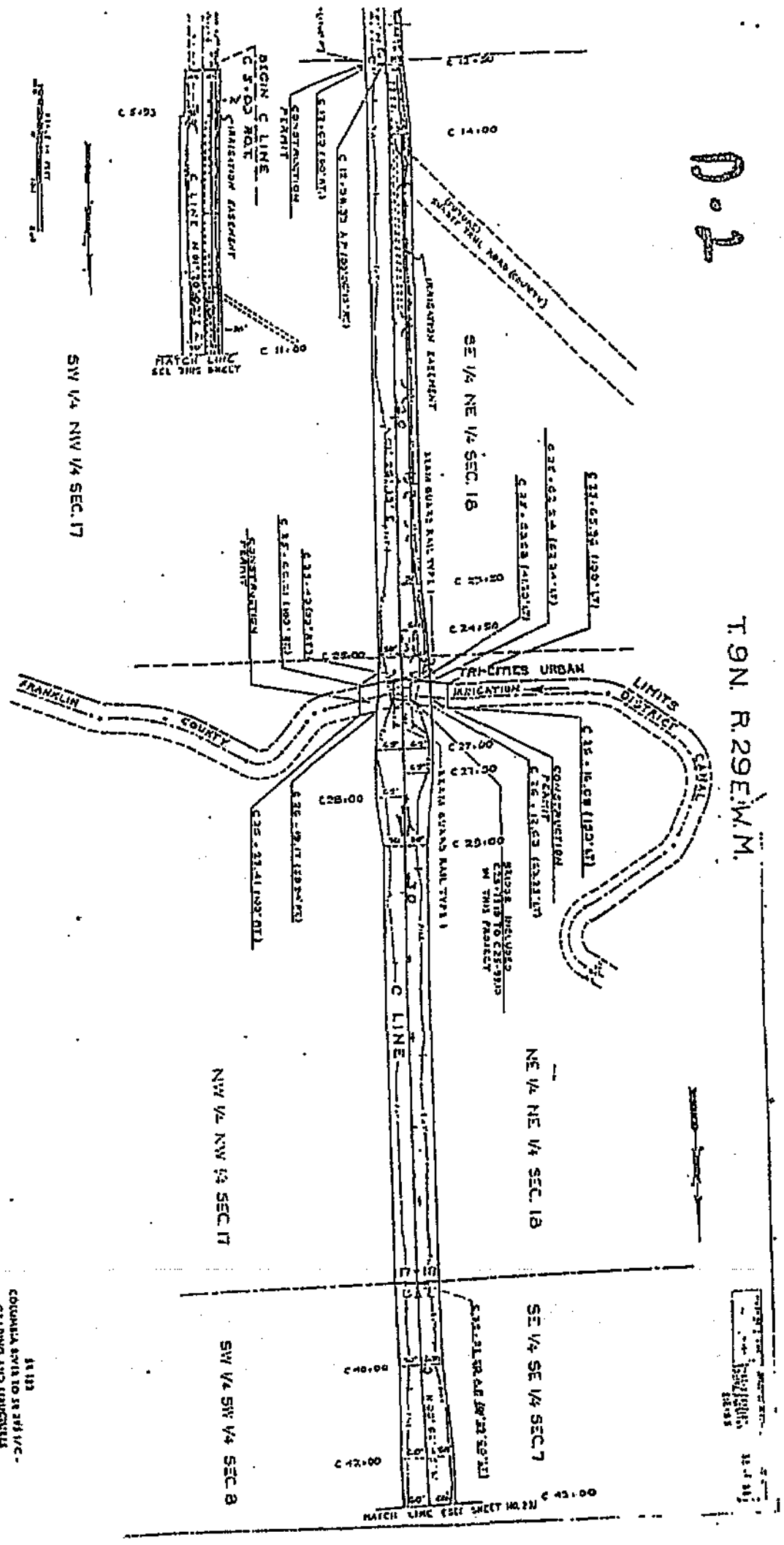
474778

474778



474778 VOL 0272 PAGE 543

474778



COLUMBIA BASIN TO SE 1/4 SEC
GRADING AND STRUCTURES
ROADWAY PLANS

Vol 027 Page 547

474776

474776

D-3

T.9N., R.28 E.W.M.
T.9N., R.29 E.W.M.

C/LINE

474776

AUDITOR'S 0272076 PAGE 545

County property
for sale, Restrictions, etc

AFTER RECORDING RETURN TO:
Department of Natural Resources
Land Records Section
P.O. Box 47021
Olympia, WA 98504-7021

RECORDED AT THE
'93 OCT -4 P1:41
502470
FRANKLIN County

COPY

QUITCLAIM DEED

THE GRANTOR STATE OF WASHINGTON, acting by and through the Department of Natural Resources for and in consideration of the sum of $200,000.00, hereby grants, conveys and quitclaims to FRANKLIN COUNTY, GRANTEE, the following described real property situated in Franklin County, Washington, to wit:

That portion of the NE¼ of the NE¼ of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington lying easterly of the centerline of Road 68, containing 30.15 acres, more or less, according to State Department of Transportation right of way plans titled ROAD 68 INTERCHANGE VICINITY TO SR 395 INTERCHANGE VICINITY, sheets 4 and 13 of 15, and dated approved October 7, 1977, last revision December 14, 1981, on file with said State Department of Transportation, Olympia, Washington.

The above parcel of section subdivision is according to U.S. Government subdivision procedures.

The above-described lands are subject to the following reservation:

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state, its successors or assigns, until provision has been made by the state, its successors or assigns, to pay to the owner of the land upon which the rights herein reserved to the state, its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state, its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situated, as may be necessary to determine the damages which said owner of said land may suffer.

The Grantor identifies the following encumbrances for convenience and informational purposes only and makes no warranties, expressed or implied, associated with this quitclaim deed:

1. Easement for a right of way for buried telephone cable granted to Pacific Northwest Bell Telephone Company on January 3, 1983, under Application No. 44823 for an indefinite term.

No Real Estate Excise Tax Due
This instrument Exempt Under R.C.W.28.45
Treasurer, Franklin Co.
OCT - 4 1993

502470

502470

2. Easement for a right of way for a county road granted to Franklin County on February 10, 1975, under Application No. CR 3089 for an indefinite term.

3. Easement for a right of way for a county road granted to Franklin County on December 31, 1935, under Application No. CR 1537 for an indefinite term.

4. Easement for a right of way for a road granted to City of Pasco on December 7, 1990, under Application No. 48469 for an indefinite term.

5. Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982, under Application No. SR-1194 for an indefinite term.

6. Pending application for a right of way for a state road filed by the Department of Transportation on April 17, 1987, under Application No. SR-1260.

This Deed is executed and delivered pursuant to RCW 79.01.220 in fulfillment of that certain Real Estate contract between the parties, dated February 28, 1993 and conditioned on the conveyance of the above-described property heretofore by the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

WITNESS the Seal of the State of Washington, affixed this 23RD day of SEPTEMBER, 19 93

THE SEAL OF THE STATE OF WASHINGTON

Mike Lowry
GOVERNOR

Attest: Donald F. Mutting, ASSISTANT
SECRETARY OF STATE

Approved as to form this 30
day of July, 19 93.
James Schwartz
Assistant Attorney General

Deed No. 26448.

State Record of Deeds, Volume 13, Page 160.

App. No. 52852

c:\lbsale\qcd\52852.qcd

May 10, 2006

EXHIBIT 5

15-55

15-7-29 NW

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

518429 Post Office Box 2407 Pasco, Washington 99302-2407 16-9-29 NE

RIGHT OF WAY EASEMENT

THE GRANTORS BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of Franklin County, Washington, a municipal corporation, and to its successors or assigns, the right to enter upon the lands of Grantor(s) situated in the County of Franklin, State of Washington, and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

RECORDED AT THE REQUEST OF
CHICAGO TITLE INSURANCE
FEB 23 3 15 PM '95
518429
ZONA G. LENHART
FRANKLIN CNTY AUDITOR
DEPUTY
MAIL TO:
CHICAGO TITLE INSURANCE

and to construct, operate and maintain over and under the above described lands and the streets, roads, or highways abutting the said lands electrical facilities and other utility facilities, with all convenient or necessary appurtenances (including, but not limited to, above and below ground equipment and enclosures, transformers, underground conduits and wire, and other supports), and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The Grantor shall not construct facilities on or use the above described lands in a manner which inhibits the Grantee's use of the above described lands. The Grantor(s) agree(s) that all facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee, and that the Grantee shall have the right of ingress and egress over the described lands of the Grantor(s) solely for the purpose of constructing, operating, and maintaining the power line on the above described lands.

All rights hereunder shall cease when the grantee, its successors or assigns, abandons or removes said line or system.

Grantee shall not be liable for any damages caused to Grantor's property by actions reasonably taken by Grantee in the exercise of the rights herein granted.

Dated this 26th day of January, 19 95

Neva Corkrum, Chair
Signature

Signature

CHICAGO TITLE INSURANCE CO.

STATE OF WASHINGTON)
) ss.
County of Franklin)

ACKNOWLEDGMENT OF INDIVIDUAL

On this 26th day of January, 1995, I certify that I know or have satisfactory evidence that Neva Corkrum personally appeared before me, and said individual acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Chair of the Board of Commissioners of Franklin County, that executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned in the instrument.

IN TESTIMONY WHEREOF: I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

Sally McKenzie, Notary Public
in and for the State of Washington residing at ~~Pasco~~ Kennewick
My appointment expires 5-9-98

SALLY MCKENZIE
NOTARY PUBLIC
STATE OF WASHINGTON

518429

VOL 0364 PG 0264

518429

LEGAL DESCRIPTION - 15.00' P.U.D. Easement, along North side Rodeo Drive, from Convention Place to Road 68

A portion of the Northeast one-quarter of Section 16 and the Northwest one-quarter of Section 15, both in Township 9 North, Range 29 East, Willamette Meridian, situated in Franklin County, Washington, being further described as follows:

A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:

Beginning at the northeast corner of said section 16, also being the northwest corner of said section 15; thence S 88°21'34" E, 40.00 feet; thence S 1°38'26" W, 432.50 feet to the TRUE POINT OF BEGINNING for this centerline description; thence N 88°21'34" W, 421.90 feet to a point hereinafter referred to as POINT A; thence continuing N 88°21'34" W, 289.40 feet to the beginning of a 1047.50 foot radius curve to the left; thence 266.03 feet along the arc of said curve, through a central angle of 14°39'39"; thence S 76°58'47" W, 23.81 feet to a point on the northeasterly right-of-way line of Road 68 and the terminus of this centerline description. The sidelines of said 15.00 foot strip of land being coterminus at the east and with the easterly right-of-way line of Convention Place, and at the west and with said northeasterly right-of-way line of Road 68.

TOGETHER WITH: A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:

BEGINNING at the aforementioned POINT A; thence S 1°38'26" W, 87.50 feet to the terminus of this centerline description. The sidelines of said 15.00 foot strip of land being coterminus at the north and with the southerly sideline of the above described strip of land, and at the south end with the southerly right-of-way line of Rodeo Drive.

518429

May 10, 2006

EXHIBIT 5

CHICAGO TITLE INSURANCE CO.

95-58 VOL0364 PG0269

16-9-29 NE

518432 PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY
Post Office Box 2407 Pasco, Washington 99302-2407

15-9-29 W2

RIGHT OF WAY EASEMENT

THE GRANTORS BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of Franklin County, Washington, a municipal corporation, and to its successors or assigns, the right to enter upon the lands of Grantor(s) situated in the County of Franklin, State of Washington, and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

RECORDED AT THE REQUEST OF CHICAGO TITLE INSURANCE

FEB 23 3 17 PM '95
518432
ZONA G. LENHART
FRANKLIN CNTY AUDITOR
DEPUTY
MAIL TO:

CHICAGO TITLE INSURANCE

and to construct, operate and maintain over and under the above described lands and the streets, roads, or highways abutting the said lands electrical facilities and other utility facilities, with all convenient or necessary appurtenances (including, but not limited to, above and below ground equipment and enclosures, transformers, underground conduits and wire, and other supports), and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The Grantor shall not construct facilities on or use the above described lands in a manner which inhibits the Grantee's use of the above described lands. The Grantor(s) agree(s) that all facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee, and that the Grantee shall have the right of ingress and egress over the described lands of the Grantor(s) solely for the purpose of constructing, operating, and maintaining the power line on the above described lands.

All rights hereunder shall cease when the grantee, its successors or assigns, abandons or removes said line or system.

Grantee shall not be liable for any damages caused to Grantor's property by actions reasonably taken by Grantee in the exercise of the rights herein granted.

Dated this 26th day of January, 1995

* Neva Corkrum * _____
Neva Corkrum, Chair — Signature — Signature

STATE OF WASHINGTON)
) ss.
County of Franklin)

ACKNOWLEDGMENT OF INDIVIDUAL

On this 26th day of January, 1995, I certify that I know or have satisfactory evidence that Neva Corkrum personally appeared before me, and said individual acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Chair of the Board of Commissioners of Franklin County, that executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned in the instrument.

IN TESTIMONY WHEREOF: I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

Sally McKenzie, Notary Public
in and for the State of Washington residing at Pasco Kennewick
My appointment expires 5-9-98

SALLY M. KENZIE NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 5-09-98

518432

518432 VOL0364 PG0270

LEGAL DESCRIPTION - 30.00' P.U.D. Easement along Road 68 and I-182

Portions of the Northeast one-quarter of Section 16 and the West one-half of Section 15, both in Township 9 North, Range 29 East, Willamette Meridian, situated in Franklin County, Washington, being further described as follows:

A strip of land 30.00 feet in width lying easterly and northerly of the following described line:

BEGINNING at a point 30.00' northeasterly of centerline of Road 68, as measured at right angles to said centerline, and 30.00 feet southerly of the north line of said section 16, as measured at right angles to said section line; thence southerly and easterly along the northeasterly right-of-way line of said Road 68 and the northeasterly right-of-way line of S.R. 182 to the east line of the west 1630.00 feet of the west one-half of said section 15. The sidelines of said strip of land being coterminus at the north end with a line 30.00 feet south of and parallel with said north line of section 16 and coterminus at the southeasterly end with said east line of the west 1630.00 feet of the west one-half of said section 15.

SUBJECT TO a 10.00' Pacific Northwest Bell Telephone Company easement as per State of Washington Department of Natural Resources agreement no.44823, dated January 3, 1983.

518432

May 10, 2006

EXHIBIT 5

16-9-29
nene ; ne
T1 . T13

15-9-29
nw

1563139
Page: 1 of 16
03/08/1999 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

FRANKLIN COUNTY ORDINANCE NUMBER 03-99

AN ORDINANCE REGARDING DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REGARDING CERTAIN LAND KNOWN AS TRAC BUSINESS PARK LOCATED IN THE CITY OF PASCO, WASHINGTON

WHEREAS, this ordinance shall be known as Declaration of Protective Covenants and Restrictions regarding TRAC Business Park in Pasco, Washington;

WHEREAS, it is the purpose of this ordinance to subject the property more particularly described in Exhibit "A" attached hereto and incorporated herein, to the conditions, covenants, restrictions, and reservations set forth in the attached Declaration of Protective Covenants and Restrictions, Exhibit "B" to insure proper use and appropriate development and improvement of said property;

WHEREAS, a public hearing having been held on Monday, March 8, 1999, before the Board of Franklin County Commissioners and public testimony having been taken by the Board;

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Franklin County Commissioners that the attached "Exhibit B" Declaration of Protective Covenants and Restrictions is adopted this 8th day of March, 1999.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum, Member

Sue Miller, Member

Attest:
Clerk to the Board

Approved as to form:

By:
Lois M. Wood
Deputy Prosecuting Attorney

1563139
Page: 2 of 16
03/08/1999 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

EXHIBIT A

The following described real property (property) includes Tracts 1, 2, 3 and 4 together with all roads contiguous to said Tracts of land. Said real estate is described as follows:

TRACT 1 A parcel of land situated in the Northeast quarter of the Northeast quarter of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence South 01°27'05" West, along the East line of said Northeast quarter a distance of 80.34 feet; thence North 88°32'55" West, a distance of 40.27 feet to the Westerly margin of Convention Place Road and being the True Point of Beginning; thence South 01°38'26" West, along said Westerly margin a distance of 339.53 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet a point of tangent, and being on the Northerly margin of Rodeo Drive; thence North 88°21'34" West, along said Northerly margin a distance of 611.30 feet to a point of curve; thence along a curve to the left having a central angle of 14°53'21", a radius of 1040.00 feet and an arc distance of 270.26 feet to a point of reverse curve; thence along a curve to the right having a central angle of 89°29'45", a radius of 20.00 feet and an arc distance of 31.24 to a point of tangent and being on the Easterly right of way margin of Road 68; thence North 13°45'10" West, along said Easterly margin a distance of 277.20 feet; thence South 75°59'25" West, a distance of 45.00 feet; thence North 14°00'29" West, and continuing along said Easterly margin a distance of 98.78 feet to a point of curve; thence along a curve to the right having a central angle of 104°15'57", a radius of 20.00 feet and an arc distance of 36.40 feet to a point of tangent and being on the Southerly right of way margin of Burden Road; thence South 89°44'32" East, along said Southerly margin a distance of 1027.55 feet to a point of curve; thence along a curve to the right having a central angle of 91°22'58", a radius of 20.00 feet and an arc distance of 31.90 feet to the True Point of Beginning. (Also known as Tract 1 of Survey No. 523124)

TRACT 2

A parcel of land situated in the Northwest quarter of Section 15, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Exhibit A - 1

03-99

May 10, 2006

EXHIBIT 5

1563139 Page: 3 of 16 03/08/1999 03:24P Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

Beginning at the Northwest corner of said Northwest quarter; thence South 88°21'34" East along the North line of said Northwest quarter a distance of 1630.01 feet; thence South 01°27'09" West a distance of 59.00 feet to the Southerly right of way margin of Burden Road and being the True Point of Beginning; thence continuing South 01°27'09" West a distance of 2588.27 feet to the Northerly right of way margin of State Highway (SR 182); Thence North 65°56'35" West along said Northerly margin a distance of 968.57 feet; Thence North 53°32'31" West a distance of 32.11 feet; Thence leaving said Northerly margin North 01°27'09" East a distance of 1269.58 feet. Thence North 88°21'34" West a distance of 672.79 feet to the Easterly margin of Convention Place Road; Thence North 01°38'26" East along said Easterly margin a distance of 911.00 feet to a point of curve; Thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on said Southerly margin; thence South 88°21'34" East along said Southerly margin a distance of 1570.20 feet to the True Point of Beginning.

SUBJECT TO easements, reservations and restrictions of record.

Containing 65.02 acres or 2,832,188 square feet.

TRACT 3

A parcel of land situated in the Northeast quarter of Section 16, township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence South 01°27'05" West, along the East line of said Northeast quarter a distance of 1070.01 feet to the True Point of Beginning; thence continuing South 01°27'05: West, a distance of 477.55 feet to the Northerly right of way margin of State Highway (SR 182); thence North 25°29'36" West, along said Northerly margin a distance of 164.55 feet to a point of non-tangent curve: thence along a curve to the left having a central angle of 78°04'15", a radius of 500.00 feet and a chord bearing of North 61°37'43" West, and a chord distance of 629.80 feet to a point of tangent; thence North 69°22'07" West, a distance of 174.84 feet to the Easterly right of way margin of Road 68; thence North 13°45'10" West, along said Easterly margin a distance of 502.35 feet to a point of curve; thence along a curve to the right having a central angle of 90°34'06", a radius of 20.00 feet and an arc distance of 31.61 feet to a point of compound curve and being on the Southerly margin of Rodeo Drive; thence along a curve to the right having a central angle of 14°49'30", a radius of 960.00 feet and a chord bearing of North 84°13'41" East, and a chord distance of 247.70 feet to a point of tangent; thence South 88°21'34" East, along said Southerly margin a distance of 611.30 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius

03-99

1563139 Page: 4 of 16 03/08/1999 03:24P Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on the Westerly margin of Convention Place road; thence South 01°38'26" West, along said Westerly margin a distance of 530.00 feet; thence South 88°21'34" East, a distance of 43.53 feet to the True Point of Beginning. (Also known as Tract 3 of Survey No. 523124.)

TRACT 4

A parcel of land situated in the Northwest quarter of Section 15, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northwest corner of said Northwest quarter; thence South 01°27'05" West, along the West line of said Northwest quarter a distance of 1070.01 feet the True Point of Beginning; thence South 88°21'34" East, a distance of 36.47 feet; thence North 01°38'26" East, a distance of 80.00 feet; thence South 88°21'34" East, a distance of 672.79 feet; thence South 01°27'09" West, a distance of 1269.58 feet to the Northerly right of way margin of State Highway (SR 182); Thence North 53°32'31" West, along said Northerly margin a distance of 287.30 feet to a point of non-tangent curve; thence along a curve to the right having a central angle of 39°32'00", a radius of 885.00 feet and a chord bearing of north 42°21'35" West, and a chord distance of 598.60 feet to a point of tangent; thence North 25°29'36" West, a distance of 131.92 feet to the West line of said Northwest quarter; thence leaving said Northerly margin North 01°27'05" East, a distance of 477.55 feet to the True Point of Beginning. (Also known as Tract 4 of Survey No. 523124.)

ROADS

All roads adjacent to and contiguous with the above-describe parcels of real property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68 and Convention Place are to the extent that they are adjacent to any of the above-described properties are hereby included as property subject, however, to their use as roadways and subject to their use for right of ways for utilities and irrigation facilities.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 5 of 16
03/06/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions ("covenants") is made this 18th day of March, 1998, by the COUNTY OF FRANKLIN ("declarant"), a Washington municipal corporation, 1016 N. Fourth Avenue, Pasco, Washington 99301, regarding certain land known as TRAC BUSINESS PARK, in the City of Pasco, Washington.

ARTICLE I
RECITALS

1.1 Declarant is the present record title holder of certain real property situated in the City of Pasco, County of Franklin, State of Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein, which real property is referred to herein as the "property".

1.2 . Declarant is desirous of subjecting the property to the conditions, covenants, restrictions and reservations set forth in these covenants to insure proper use and appropriate development and improvement of said property in order to:

A. Promote, encourage and maintain an integrated "community" concept;

B. Protect the owners, tenants and occupants of building sites against improper development and use of surrounding building sites which will depreciate the value and use of their building sites;

C. Assure adequate and reasonably consistent development of the property;

D. Prevent the erection on the property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;

E. Encourage and cause the erection of attractively designed permanent improvements which are appropriately located within the property to achieve a harmonious appearance and function; and

F. Generally promote the welfare and safety of the owners, tenants and occupants of each building site and of the general community.

ARTICLE II
DEFINITIONS

2.1 Definition of Terms.

A. "Building site" shall mean any contiguous parcel or plot of land within the property covered by these covenants whose size and dimensions are established through a

03-99

1563139
Page: 6 of 16
03/06/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

subdivision, short plat, binding site plan or other instrument approved by the city of Pasco or other governing jurisdictions and by declarant in writing, an which description of said parcel or plot of land is reduced to writing, executed, acknowledged and recorded with the Franklin County Auditor and which document designates the parcel(s) or plot(s) of land as a building site for purposes of these covenants.

B. "Declarant" shall mean Franklin County, its successor and assigns.

C. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, structures of any type or kind, or any other change in the property from its natural state.

D. "Mortgage" shall mean and include deeds of trust mortgages, and seller's interest in a real estate contract.

E. "Owner" shall mean the party or parties other than declarant owning fee title to any building site; provided, an owner upon written notice to declarant may assign all or part of its rights, but not duties, hereunder to owner's tenant.

F. "Common area" shall mean any common entry way, signs at the roadway entrances to the property, and any landscaping islands in the roadways and any other areas or improvements designated by declarant or the architectural and landscaping review committee.

ARTICLE III
PERMITTED USES AND PERFORMANCE STANDARDS

3.1 No Offensive Uses. No noxious, hazardous or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which is or may become an annoyance or nuisance to the owner, tenant or occupant of any other building site within the property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No hazardous wastes or substances (as defined by federal and/or Washington state laws or regulations) shall be transported to any building site for the purpose of disposing or storage.

3.2 Performance Standards. Building sites shall be utilized only for uses permitted under applicable zoning classifications, uses and restrictions reflected in the Pasco Municipal Code, including any amendments thereto. The architectural and landscaping review committee, in its sole discretion, shall have the right to impose more restrictive use and performance standards in order to insure proper use and appropriate development and improvement of the property. Performance standards as may be added by the architectural and landscape review committee include, but are not limited to, construction scheduling and time of completion of improvements and modifications upon any building site.

ARTICLE V
REGULATION OF IMPROVEMENTS

4.1 Improvements Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications thereof has been approved by the architectural and landscaping review committee as more fully set forth in Article VI of these covenants.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 7 of 16
03/08/1999 03:34P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

4.2 Setbacks. At a minimum, all setbacks shall be prescribed by the zoning regulations contained in the Pasco Municipal Code.

4.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described below. Each owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each owner and tenant for customers and visitors. The location, number and size of parking spaces shall be in accordance with the zoning classifications as set forth in the Pasco Municipal Code and further subject to approval by the architectural and landscaping review committee pursuant to Article VI hereof. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage and shall be subject to the approval of the architectural and landscaping review committee. No owner, tenant or employee of owner or tenant shall place an unattended vehicle on the building site for a continuing period in excess of 36 hours.

4.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard or front portion of a building site. Proper visual screening must be provided between truck loading and receiving areas and any street as provided by the applicable zoning classifications and subject to approval by the architectural and landscaping review committee.

4.5 Outside Storage: Except as previously authorized by the Architectural Committee, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building. Facilities for waste and rubbish storage shall be properly screened and shall not be installed, constructed or utilized without the prior written approval of the architectural and landscaping review committee.

4.6 Landscaping.

A. Approved Plan. All building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the architectural and landscaping review committee prior to any development of each building site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types and sizes of trees, hedges and shrubs and information regarding other customary landscape treatment for screening. All landscaping plans also shall include an automatic underground sprinkling system for grasses or other plants requiring irrigation. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the architectural and landscaping review committee. All plans must at a minimum include landscaping around the entire perimeter of the building site and meet the landscaping requirements contained in the zoning regulations of the Pasco Municipal Code.

B. Landscaping Installation. All landscaping required hereunder, or otherwise to be provided on any building site, shall be completed within ninety (90) days after substantial completion of the construction of a building or other improvement to be constructed on the building site. If weather conditions do not allow timely completion, then such building site owner shall notify the architectural and landscaping review committee in writing that such landscaping cannot be completed within the ninety (90) day period, and the architectural and landscaping review

03-99

1563139
Page: 8 of 16
03/08/1999 03:34P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

committee may issue an extension, in writing, upon good cause shown. The required landscaping shall be completed as soon thereafter as weather conditions permit, and the owner shall notify the architectural and landscaping review committee immediately upon such completion. If any owner fails to undertake and complete its landscaping within the ninety (90) days period set forth above or any extension thereof, then either the architectural and landscaping review committee or declarant, at its option, after giving the owner ten (10) days prior written notice, may undertake and complete the such landscaping because of the failure of an owner to complete the same, and the costs of such landscaping shall be assessed against the owner. If such landscaping assessment shall not be paid within thirty (30) days after written notice of such assessment from the architectural and landscaping review committee or declarant to said owner, then said assessment will constitute a lien on the building site and may be enforced as set forth in Article VIII, Paragraph 8.3 hereof.

C. Landscape Maintenance. Each owner, tenant or occupant of a building site shall be responsible for the landscape maintenance of its building site in a uniform, high quality, first-class manner, and it may contact to have such work performed by an independent landscape maintenance contractor. However, in the event that the landscape maintenance performed by such owner, tenant or occupant, or its contractor, is not in compliance with the landscaping maintenance standards established by the architectural and landscaping review committee and such landscape maintenance is not brought in compliance with such standards within thirty (30) days (or such longer period of time as designated by declarant or the architectural and landscaping review committee, in their sole discretion) of the receipt of written notice from declarant or said committee setting forth the particulars of such noncompliance, then declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agent), in its sole discretion, may enter upon the building site and undertake such landscape maintenance. All costs of such landscape maintenance undertaken by declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agents), shall be assessed against the building site upon such landscape maintenance is performed, and failure to pay such assessment shall constitute a lien against the building site enforceable pursuant to Article VIII, Paragraph 8.3 hereof.

4.7 Maintenance. Each owner of a building site shall keep its building improvements and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each owner, tenant or occupant at its own expense shall remove any rubbish or trash of any character which may accumulate on its building site. Rubbish, trash, garbage or other waste shall be kept in sanitary covered containers of either metal or rigid plastic. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the property by burning in open fires. Any building exterior which is painted must at a minimum be repainted every five (5) years.

4.8 Signs.

A. Each improved building site shall be allowed signs in accordance with the zoning regulations for the property as set forth in the Pasco Municipal Code and as approved and designed by the architectural and landscaping review committee.

B. Flashing, temporary, moveable or moving signs shall not be permitted, except as may be permitted and approved in writing, in advance of use or installation, by the architectural and landscape review committee.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 9 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

C. All proposed plans for signs to be erected, including details of design materials, location, size, height, color and lighting, shall require the prior written approval of the architectural and landscaping review committee before erection. All signs must be consistent with and complimentary to other signs located on the property.

D. The provisions with respect to signs contained in paragraph 4.8, shall not apply to signs identifying the land as a business park.

4.9 Utility Connections. All utility lines and connections shall be underground. Transformer and utility meters of any type shall be adequately screened from view and all installations of transformer and/or meters shall require the written approval of the architectural and landscaping review committee before installation. The architectural and landscaping review committee shall have the right to require any owner to grant easements for utilities within the setback area of his building site for the benefit of other owners.

4.10 On-Site Drainage. Each building site owner shall be required to provide adequate drainage facilities, including on-site detention and metered releases of storm water runoff resulting from precipitation. The amount of detention shall be at least equivalent to the estimated change in store water runoff resulting from the placement of buildings and parking areas on building site. The estimated change in storm water runoff between historical (undeveloped) conditions and developed conditions shall be measured as the increased flow resulting from changes in the coefficient of storm water runoff and the time of concentration. An engineer's response comparing the before and after conditions and recommending methods of detention and adequate methods of drainage shall be submitted by the owner to the architectural and landscaping review committee for plans and specifications for any building as herein provided. The architectural and landscaping review committee may approve detention through ponding storage of storm water on roof tops, in parking areas, in the landscaping areas, in graded drainage swales and/or by other approved methods.

4.11 Water and Sewage. Each building site owner shall be required to connect to all water and sewer lines and satisfy all health and governmental water and sewage treatment requirements.

4.12 Antennas and Satellite Dishes. No antennas shall extend more than ten (10) feet over the roof of any building. Any satellite dishes erected shall be screened so as to not be visible from any roadway.

ARTICLE V
BUILDING STANDARDS

5.1 Construction. Construction or alterations of all buildings within the property shall meet the standards as set forth in these covenants. In addition, the following standards shall apply:

A. Fire Resistant. All buildings shall be of fire resistant construction. Construction shall include an automatic sprinkler system which meets the standards of the insurance services office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any other building built

03-99

1563139
Page: 10 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

upon the property.

B. Equipment. No heating, air conditioning, electrical or other equipment or apparatus shall be installed on the roof of any building or structure or hung on the exterior walls unless the same is screened, covered and installed in a manner which shall be first approved in writing by the architectural and landscaping review committee.

C. Exterior. All buildings shall be constructed with an exterior finish consisting of metal, brick, aggregate or masonry veneer, stucco, glass or such other materials as are first approved in writing by the architectural and landscaping review committee. Notwithstanding any provisions contained herein to the contrary, the architectural and landscaping review committee reserves the right, in its sole discretion, to approve or disapprove all exterior finish materials. No prefabricated corrugated metal construction shall be approved or permitted.

D. Screening. All screening called for herein shall be constructed of materials similar and of like nature to the buildings located on the building site and be of similar architectural design and appearance.

5.2 Zoning Restrictions. In the event of any overlap or conflict between any requirements of these covenants and the requirements of the zoning or building codes of the City of Pasco, Washington, the more stringent or restrictive requirement shall govern.

5.3 Adjacent Zoning. It is recognized that these covenants apply to the real property described in Exhibit "A" and may be extended to apply to adjacent tracts of land controlled by the declarant. Declarant specifically reserves the right that these covenants shall not limit, nor prohibit declarant from authorizing any legal use of adjacent properties, including use for recreational vehicle parks, camping facilities, and attendant structures, services and business providing services to recreational vehicle parks and camping facilities.

ARTICLE VI
APPROVAL OF PLANS

6.1 Architectural and Landscaping Review Committee. There is hereby established an architectural and landscaping review committee whose members shall be appointed by the declarant. This committee shall consist of three (3) members. The members shall consist of: one member appointed by the Franklin County Board of Commissioners; one member appointed by the City Council of Pasco; and one member appointed by the landowners.

Members of the architectural and landscaping review committee shall serve a term of two (2) years and each member may serve consecutive and/or succeeding terms if so appointed. The affirmative vote of two (2) members shall constitute the action of the architectural and landscaping review committee. Replacement members shall be appointed in the same manner as set forth in the preceding paragraph. Each owner shall have one vote for each acre or portion of acre owned, and the vote of a majority of the owners for the appointment of the member appointed by the landowners shall be required to appoint said member or said member's replacement. Any owner may nominate a person for the position subject to said election. Election shall occur within thirty (30) days of a vacancy and shall be done by first class mail. The remaining committee members shall conduct the election and tabulate the results.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 11 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, VA

6.2 Required Approvals. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications with respect thereto have been submitted to and approved in writing by the architectural and landscaping review committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number of employees, and such other information as may be requested by said committee. All plans and specifications shall be submitted in manner and form satisfactory to the architectural and landscaping review committee and in writing over the signature of the owner of the building site or the owner's authorized agent. The architectural and landscaping review committee shall have the right to charge an owner a reasonable fee, which shall be initially set at two hundred fifty dollars ($250.00) for the review of original plans and specifications submitted to the architectural and landscaping review committee and a reasonable fee, which shall be initially set at one hundred dollars ($100.00) for additional plans and specifications (or the resubmission of disapproved plans and specifications) submitted by an owner with respect to such owner's building site. Any change (whether at the owner's initiative or to comply with code or permit requirements) shall require approval of the architectural and landscaping review committee.

6.3 Approval Criteria. Approval shall be based, among other things, on the following: adequacy of building site dimensions; conformity and harmony of external design and materials with neighboring structures; effect of location and use of improvements of neighboring building sites, operations and uses; relation to topography, grade and finished ground elevation of the building site being improved to that of neighboring building sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and intent of these covenants and the applicable zoning regulations as may be amended from time to time. The architectural and landscaping review committee shall not arbitrarily or unreasonably withhold is approval of such plans and specifications. Upon disapproval by the committee, the owner shall not take any further action regarding the proposed improvement until revising, resubmitting and obtaining the approval of such revised plans and specifications by the architectural and landscaping review committee.

6.4 Review Period. If the architectural and landscaping review committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. However, the restrictions contained in Article IV must be complied with even if no response is given by the architectural and landscaping review committee. The architectural and landscaping review committee shall notify the owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day period shall commence on the date all required information was received by the committee.

6.5 No Liability. Neither the architectural and landscaping review committee, declarant, nor their respective successors or assigns shall be liable in damages to anyone with regard to any restrictions, standards or requirements contained in these covenants and/or to anyone submitting plans to them for approval, or to any owner of land affected by these covenants, by reasons of mistake or difference in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications.

03-99

1563139
Page: 12 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, VA

ARTICLE VII
ENFORCEMENT

7.1 Abatement and Suit. The covenants, including all conditions, covenants, restrictions and reservations, contained herein shall run with the land and be binding upon and inure to the benefit of declarant and the owners of every building site within the property. These covenants may be enforced as provided hereinafter by declarant acting for itself, or by the architectural and landscaping review committee on behalf of all owners. By acquiring an interest in the property, each owner irrevocably appoints declarant (or the architectural and landscaping review committee if declarant so designates) as the owner's attorney-in-fact for enforcement and all other purposes. If declarant and the architectural and landscaping review committee fail to take corrective action within thirty (30) days after an owner notified declarant (or the architectural and landscaping review committee if declarant so designates) in writing of a claimed violation of these covenants, then (and only in that event) an owner at his own cost and expense, may separately enforce these covenants as hereinafter provided. Violation of any term or provision herein contained shall give declarant and/or the architectural and landscaping review committee the following cumulative rights: to enter upon the portion of the property wherein said violation exists and to summarily abate and remove at the expense of the owner thereof any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; to institute a proceeding at law or in equity against the owner or owners who have violated or are attempting to violate any of the terms and provisions of these covenants and to enjoin or prevent them from continuing to do so; or otherwise to cause said violation to be remedied and/or to recover damages for said violation. All costs of abatement, removal or remedying of the violation shall be assessed against the building site and failure to pay such assessment shall constitute a lien enforceable against the building site pursuant to Article VII, paragraph 7.3.

7.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant or occupant shall be applicable against ever such violation and may be exercised by declaration and/or the architectural and landscaping review committee. In the event of any violation or the threatened violation of these covenants or any part thereof, any person or entity, authorized to enforce these covenants, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a court of competent jurisdiction in addition to all other remedies set forth herein.

A. Attorney's Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, or any provisions hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.

B. No Waiver. The failure of declarant and/or the architectural and landscaping review committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and declarant and/or the architectural and landscaping review committee shall not be liable therefore.

7.3 Enforcement Assessments. The owner of each building site shall, within thirty (30)

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 13 of 18
03/08/1999 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ONDIN 23.00

days after the date upon which a notice of assessment is made or delivered to such owner, remit the amount of such assessment to declarant or the architectural and landscaping review committee, as the case may be. Assessments shall include but not be limited to the following:

A. Assessment arising from completion of landscaping in accordance with Article IV, paragraph 4.6B above;

B. Assessments arising from landscaping maintenance of said owner's building site which was performed in accordance with Article IV, paragraph 4.6C; and/or

C. Assessments arising from abatement, removal or remedying violations in accordance with Article VII, paragraph 7.1 above.

Any assessment not paid within the aforesaid thirty (30) day period shall bear interest from and after said thirty (30) day period at the rate of twelve (12) percent per annum until paid. All assessments not paid as set forth herein, plus accrued interest thereon, shall constitute a lien on the building site superior and prior to all other liens and encumbrances, except those liens for general taxes and special assessment liens, and except all liens unpaid on any mortgage of record. To evidence the lien created under these covenants, declarant or the architectural and landscaping review committee shall prepare written notice (the "notice") setting forth the amount of such unpaid assessment, the name of the owner or the reputed owner of the building site and a legal description of such building site. The notice shall be signed by declarant or a member of the architectural and landscaping review committee and shall be recorded in the office of the clerk and recorder for Franklin County (or to the appropriate office for recording real property records) after having been mailed to the owner or reputed owner of the building site in default not less than thirty (30) days prior to such recording. The lien for the unpaid assessment shall attach from the date of the recording of the notice. Any such lien may be enforced by the foreclosure upon the building site in the same manner as real property is foreclosed under the laws of the State of Washington. In any such foreclosure, the owner of the building site which is being foreclosed shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and filing of the notice as provided herein and in connection with the foreclosure. Declarant or any member of the architectural and landscaping review committee, as the case may be, shall have the power to bid on the building site being foreclosed. Declarant or the architectural and landscaping review committee shall notify any mortgagee of the building site being foreclosed if such encumbrancer has its address of record in the encumbrance document or otherwise furnishes it address in writing to declarant or the architectural and landscaping review committee. Any mortgage holding a lien on the building site may, but shall not be required to, pay any unpaid assessment and upon such payment, the mortgagee shall have a lien on the building site for the amount paid with the same priority as the lien of declarant or the architectural and landscaping review committee. If a mortgagee forecloses mortgage, the mortgagee or its purchaser shall not be liable for the unpaid assessments chargeable to the foreclosed building site which became due prior to such possession. All unpaid assessments against the foreclosed building site shall become a new assessment to be pro rata reassessed and paid by all other building site owners, including the mortgagee or its purchaser.

The assessment amount against each building site also shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same.

03-99

1563139
Page: 14 of 18
03/08/1999 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ONDIN 23.00

7.4 Certificate of Compliance. Upon written request of any owner, mortgagee, prospective owner, tenant or prospective tenant of a building site, and upon payment of a reasonable fee not to exceed Fifty Dollars ($50.00), declarant or the architectural and landscaping review committee shall issue an acknowledged certificate in recordable form setting forth the amounts of unpaid assessments under these covenants, if any, and setting forth generally whether or not said owner is in violation of any of the terms and conditions of these covenants. The certificate shall be conclusive upon declarant or the architectural and landscaping review committee in favor of the persons to whom addressed if they rely thereon in good faith. The certificate shall be furnished by declarant or the architectural and landscaping review committee within ten (10) days from the receipt of a written request therefore. If declarant or the architectural and landscaping review committee fails to furnish such statement within said ten (10) days, it shall be conclusively presumed there are no unpaid assessments relating to the building site as to which the request was made and that said building site is in conformance with all of the terms and provisions of these covenants.

ARTICLE VIII
TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

8.1 Term. These covenants, including every provision, condition, restriction and reservation contained herein, shall continue in full force and effect until January 1, 2045, and shall thereafter be automatically extended unless and until otherwise terminated or modified as provided below.

8.2 Termination and Modification. This declaration or any provision, covenant, condition, restriction or reservation contained herein, may be terminated, extended or amended as to the whole of said property or any portion thereof by declarant alone if it still owns fee title to any portion of the property or by the prior written consent of the owners of seventy-five percent (75%) of the property. Provided, no amendment shall impose more restrictive conditions than those set forth herein; and provided, further, any termination, extension or amendment shall be immediately effective when reduced to writing and executed and acknowledged by the appropriate parties (declarant alone or the requisite number of owners including the declarant if required) and when said writing is recorded in the office of the County Auditor of Franklin County, State of Washington.

8.3 Assignments of Declarant's Rights. Any and all of the rights, powers and reservations of declarant herein contained may be assigned in whole or in part by declarant to any person, corporation or association. Upon any such person, corporation or association evidencing its consent in writing to such assignment, it thereafter shall assume and have the same rights and powers as are given to by declarant herein. Upon such assignment, declarant shall be relieved from all obligations and duties hereunder. Further, declarant shall be relieved automatically from all obligations and duties hereunder upon declarant's sale or other transfer of all its fee interest in the property, whereupon the architectural and landscaping review committee shall exercise all rights, powers and duties of declarant under these covenants.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 15 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

ARTICLE IX
MISCELLANEOUS

9.1 Partial Invalidity. All of the conditions, covenants, resrictions and reservations contained in this declaration of protective covenants shall be construed together, but if it shall at any time be held that any one or more of said conditions, covenants, restrictions and/or reservations or any part thereof is void, invalid or unenforceable, then the same shall be affected nor impaired thereby.

9.2 Liability for Assessments. Assessments upon the property shall be a liability against the property and upon sale of any portion of the property, including a building site, the owner so selling shall not have any further liability for the obligations thereon which accrue against the parcel sold after the date of conveyance, but nothing herein shall relieve an owner of any building site from liability for any assessments or other obligations incurred pursuant to these covenants prior to such sale. Upon such sale, the purchaser of the property shall become liable for any assessments or other obligations incurred pursuant to these covenants. Said assessments shall include, but not be limited to, LIDs and other improvement assessments against the property. Additionally, notwithstanding the above, upon the sale of the property by declarant, being Franklin County, State of Washington, all assessments against the property of every kind and nature, regardless of a date assessed or accrued, shall pass with the conveyance and shall become a liability of the purchaser upon conveyance, both past and future, and the purchaser shall be responsible for all said payments, delinquent or nondelinquent, accrued or not accrued, and shall pay the same in a timely manner. The terms of the preceding sentence may be waived only by specific authorization and written agreement to retain or maintain liability by the declarant, Franklin County.

9.3 Benefits and Burdens. The terms and provisions contained in these covenants shall bind and inure to the benefit of declarant, the owners of all building sites located within the property, and their respective heirs, successors, personal representatives and assigns.

9.4 Notice. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: if intended for a building site owner (1) to the address of the building site, if improved; (2) to the address set forth in the purchase and sale agreement or purchase and sale agreement application if the building site is not improved; or (3) if neither of the foregoing applies, then to the last known address of owner. If intended for declarant, then to the address designated by the declarant from time to time.

9.5 Singular and Plural Headings. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Paragraph headings have been inserted solely for convenience and shall not be considered a part of these covenants for any purpose relating to the interpretation or construction of these covenants.

9.6 Applicable Law. These covenants shall be construed and enforced in all respects under the laws of the State of Washington.

03-99

1563139
Page: 16 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

9.7 Other Agreements and Declarations. Nothing in these covenants shall modify or relieve any owner or other person from complying with obligations under any declarations for roadway easements or other easements or other agreement affecting the property or portions thereof which are recorded and/or entered into with an owner.

IN WITNESS WHEREOF, Franklin County has executed this instrument the day and year first above written.

FRANKLIN COUNTY

By: Neva J. Corkrum

By: Sue Miller

By: Frank H. Brock

STATE OF WASHINGTON)
:ss.
County of Franklin)

I certify that I know or have satisfactory evidence that Neva J. Corkrum, Sue Miller, and Frank H. Brock are the Commissioners of FRANKLIN COUNTY and signed this instrument on its behalf, and acknowledged it to be the free and voluntary act for said corporation, for the uses and purposes mentioned in the instrument.

DATED this 8th day of: March, 1999.

Hazel Hanson
Notary Public in and for the
State of Washington,
residing at Basco
Hazel Hanson
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 7/1/99

03-99

EXHIBIT 5

May 10, 2006

COMMITMENT FOR TITLE INSURANCE

Issued by **Transnation Title Insurance Company**

LandAmerica Transnation

Transnation Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when *countersigned by an Authorized Officer or Agent of the Company.*

TRANSNATION TITLE INSURANCE COMPANY

Attest: Secretary

TRANSNATION TITLE INSURANCE COMPANY INCORPORATED SEPT. 16, 1992 ARIZONA

By: President

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

May 10, 2006

EXHIBIT 5

Form B 1004-248

COMMITMENT FOR TITLE INSURANCE

American Land Title Association (1966)

Issued by

Transnation Title Insurance Company

Transnation Title Insurance Company
is a member of the LandAmerica family of title insurance underwriters.

LandAmerica Transnation

LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
telephone, toll free: 800 446-7086
www.landam.com

SCHEDULE OF EXCLUSIONS FROM COVERAGE

The matters listed below each policy form are expressly excluded from the coverage of that policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason thereof.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. *Invalidity or unenforceability* of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) *arising from an* improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CLTA STANDARD COVERAGE LOAN POLICY 1990

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, prohibiting regulating, or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
   Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy.
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances of governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded *in the public records* at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting *the land has been recorded* in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE WHICH ISSUED THE COMMITMENT, AND A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) REFERRED TO IN THIS COMMITMENT WILL BE FURNISHED PROMPTLY UPON REQUEST.

AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE (10/22/03)

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on the Land
   e. Land division
   f. environmental protection

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

   This Exclusion does not limit the coverage described in Covered Risk 14, 15 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appeared in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

SCHEDULE B GENERAL EXCEPTIONS

The matters listed below each policy form are expressly excepted from the coverage of that policy and that policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – STANDARD COVERAGE AND CLTA STANDARD COVERAGE LOAN POLICY

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under workmen's compensation acts, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – EXTENDED COVERAGE

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Underground easements, servitudes or installations which are not disclosed by the public records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA LOAN POLICY (10/17/92) and ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)

No general exceptions appear in these policy forms.

[redacted]

Cascade Title Company

of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 99336
PHONE (509) 783-0660 • TITLE FAX (509) 783-0675
ESCROW FAX (509) 783-6612

Agent for

Transnation Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Schedule A

Order No.: **P175257CH**
Escrow Officer: **PAM WILSON**

Re.: **FRANKLIN COUNTY WASHINGTON**

1. Effective Date: **April 7, 2006** at **8:00 A.M.**

2. Policy or policies to be issued:

   a. **ALTA Owner's Policy - Standard Coverage (10-17-92)** Amount $**TO COME**
   Proposed Insured:
   TO BE DETERMINED

   b. **None** Amount $
   Proposed Insured:

   c. **None** Amount $
   Proposed Insured:

PREMIUM INFORMATION:

A.	**Subdivider Rate**	**$**	**TBD**	Tax: **$**	Total: **$**
B.		**$**		Tax: **$**	Total: **$**
C.		**$**		Tax: **$**	Total: **$**

3. The estate or interest in the land described herein and which is covered by this commitment is:

   FEE SIMPLE

4. The estate or interest referred to herein is at Date of Commitment vested in:

   FRANKLIN COUNTY WASHINGTON, a municipal corporation

5. The land referred to in this Commitment is situated in the State of Washington and is more fully described as follows:
   SEE ATTACHED EXHIBIT A

Countersigned: _____
Casey Hart

CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES

casey@cascadetitlecompany.com

COMMITMENT FOR TITLE INSURANCE

Schedule B

Order No.**P175257CH**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. Any policy issued pursuant hereto will contain the Exclusions From Coverage and, under Schedule B, the standard exceptions as set forth and identified as to the type of policy on the attached Schedules of Exclusions and Exceptions.

SPECIAL EXCEPTIONS:

1. **LIEN of real estate excise sales tax upon any sale of said premises, if unpaid;**
   Located in: Pasco
   Excise Tax Rate: 1.53%

2. **THE COUNTY ASSESSOR'S office records indicate that the general taxes for the year 2006, are EXEMPT;**
   Tax Account No.: 117-490-108

3. **LIABILITY FOR GENERAL PROPERTY TAXES for the Purchaser's prorated portion of the year 2006, due to the transfer of exempt property to private ownership.**

4. **EXCEPTIONS AND RESERVATIONS contained in Deed;**
   From: The United States of America
   Recorded: September 24, 1975
   Recording No.: 355417

   As follows:
   A right-of-way thereon for ditches or canals constructed by authority of the United States.

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

5. **EASEMENT, including the terms, covenants and provisions thereof;**
   Recorded: May 3, 1976
   Recording No.: 360350
   In favor of: Franklin County, Washington
   For: Operation, use and maintenance of a road

6. **RELINQUISHMENT of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said premises and the highway or highways to be constructed on lands condemned by proceedings under United Stated District Court Eastern District of Washington;**
   Cause No.: C-820085-RJM
   By: The State of Washington

CONTINUED

SCHEDULE B - continued

Order No.: **P175257CH**

7. **TERMS, CONDITIONS AND PROVISIONS as contained in that certain Quit Claim deed instrument, entered into;**
   Recorded: October 5, 1990
   Recording No.: 474776
   In favor of : City of Pasco

8. **RESERVATION OF MINERALS OR MINERAL LANDS, access rights and use of surface area for mining operations, contained in Deed;**
   From: Glacier Park Company
   Recorded: October 16, 1990
   Recording No.: 474972

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

9. **EXCEPTIONS AND RESERVATIONS contained in Deed whereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;**
   From: The State of Washington
   Recording No.: 502470

   RIGHT OF THE STATE OF WASHINGTON or any grantee or lessee thereof, upon paying reasonable compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals, or other products from this and other property, as reserved in the Deed referred to above.

The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

10. **EASEMENT, including the terms, covenants and provisions thereof;**
    Recorded: October 4, 1993
    Recording No.: 502470
    For:
    a) Easement for a right of way fo rburied telephone cable granted to Pacific Northwest Bell telephone Company on January 3, 1983 under Application No. 44823 for an indefinite term:

    b) Easement for a right of way for a county road granted to Franklin county on Februrary 10, 1975 under application No. CR 3089 for an indefinite term;

    c) Easement for a right of way for a county road granted to Franklin County on December 31, 1935 under Application No. CR 1537 for an indefinite term;

    d) Easement for a right of way for a road granted to City of Pasco on December 7, 19990 under Application No. 48469 for indefinite term;

    e) Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982 under Application No. SR-1194 for an indefinite term.

    f) Pending application for a right of way for a state road filed by the Department of Transportation on April 17, 1987 under Application No. SR-1260.

CONTINUED

SCHEDULE B - continued

Order No.: **P175257CH**

11. **RIGHT OF WAY EASEMENT, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;**
    Recorded: February 23, 1995
    Recording No.: 518432
    In favor of: Public Utility District No. 1 of Franklin County, Washington, a municipal corporation

12. **RIGHT OF WAY EASEMENT, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;**
    Recorded: February 23, 1995
    Recording No.: 518429
    In favor of: Public Utility District No. 1 of Franklin County, Washington, a municipal corporation

13. **EASEMENT(S) delineated on the face of survey No. 523124 and 1594575;**
    For: P.U.D. and telephone

14. **COVENANTS, CONDITIONS AND RESTRICTIONS contained in Declaration of Restrictions;**
    Recording No.: 1563139

15. **NOTES as contained on the face of said Binding Site Plan No. 2001-2006;:**

    a) No direct access in permitted form any lot of this binding site plan to Road 68.

    b) Rodeo Drive will be restricted to right tin and right out traffic movements to and from Road 68.

    c) The landscape drainage swale and cul de sac in convention place must be installed prior to or in conjunction with the issuance of a building permit for lots abutting the areas lacking these improvements.

16. **NOTES as contained on the face of said Plat, as follows:**

    a) No direct access is permitted from lots 1 and 2 of this binding list plan to Road 68

    b) Rodeo Drive will be restricted to right in and right our traffic movements to and from Road 68.

    c) Franklin P.U.D. 's Note
    The owner named hereon is responsible for providing and installing all trench, conduit, primary vaults, secondary junction boxes, and backfill for the P.U.D.'S primary and secondary distribution system in accordance with P.U.D. specifications. Said owner will make full advance payment of line extension fees and will provide said owner will make full advance payment of line extension fees and will provide all necessary utility easements Prior to P.U.D. construction and/or connection of electrical service to the Plat.

    d) City of Pasco vertical datum reference: PSI #23-2 Brass cap at intersection of Burden Blvd. and Road 68 place, elevation = 506.96.

    e) Street addresses will be assigned at the time building permits are issued.

    f) water and sewer service are available from Rodeo Drive Only.

    g) Lots 1, 2, 3 and 4 in this binding site plan shall participate in reciprocal access and utility easements and share common access parking, storm water retention and circulation rights.

    h) At the time lots are developed, all abutting roads and utilities shall be improved to City standards as directed by the city engineer. If Lots 2 and/or 4 develop prior to Lots 1 and 3, Street improvements along road 68 and/or Rodeo Drive will be required as directed by the City engineer.

END OF SCHEDULE B

COMMITMENT FOR TITLE INSURANCE

Schedule C

Order No. **P175257CH**

The following matters will not be listed as Special Exceptions in Schedule "B" of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule "B" of the Policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule "B", excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the Policy.

NOTES AND REQUIREMENTS:

A. Requirements: Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

B. In the event this transaction fails to close a minimum cancellation fee of **$50.00 + $4.15** sales tax will be charged for services rendered in accordance with our rate schedule unless otherwise specified.

C. This Commitment shall not obligate the Company to issue any Endorsement. All Endorsements to be issued must be agreed to by the Company and appropriate for the estate insured.

D. Any sketch or map enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

E. Unless otherwise requested, the forms of policy to be issued in connection with this commitment will be ALTA 1992 policies, or, in the case of standard lender's coverage, the CLTA Standard Coverage Policy - 1990. The policy committed for or requested may be examined by inquiry at the office which issued the commitment. A specimen copy of the policy form(s) referred to in this commitment will be furnished promptly upon request.

F. The specific discounted rate classifications applied to the owner's policy, and/or lender's policy requested for this transaction, are disclosed in "Schedule A" of the preliminary commitment. Other discounted rate classifications may apply, including the:

Short Term Rate
Prior Title Evidence Rate
Builder's, Subdivider's and Developer's Rate
Simultaneous Issue Rate
Refinance, *Mortgage Reorganization, Junior Mortgage Rate*
Special Project Rate

Attached in "Exhibit R" is a brief description of these rates. PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES. You may reach your title officer at 509-783-0660

ADDITIONAL NOTES AND REQUIREMENTS:

A. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed will be subject to such matters as may be found by a search of the records against said names.

END OF SCHEDULE C

NOTE: In the event that the Preliminary Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection upon request.
CH/hk

EXHIBIT A

Order No.: **P175257CH**

A Parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 East, Willamette Meridian, Franklin County, Washington, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 01°27'05" West, along the East line of said Northeast Quarter, 520.00 feet; thence North 88°21'34" West, 586.72 feet to a point on the Southerly Margin of Rodeo Drive; thence South 01°38'26" West, 253.36 feet to the True Point of Beginning; thence South 01°38'26" West, 336.49 feet to a point on curve and being on the Northeasterly right of way margin of State Highway Sr 182 (E-CR-Line); thence along a 500.00 foot radius curve to the left through a central angle of 05°30'48" an arc distance of 48.11 feet and a chord bearing of South 82°05'34" West and a chord distance of 48.09 feet to a point of Non-tangent; thence North 69°22'07" West, 174.84 feet to a point on the Easterly right of way margin or Road 68, thence North 13°45'10" West, along said easterly Margin, 298.27 feet; thence South 88°21'34" East, 291.93 feet to the true Point of Beginning. (Also known as lot 2, binding site plan 2006-02, recorded under Auditor's File No. 1676945).

EXHIBIT "R"

DISCOUNTED RATE DISCLOSURE ADDENDUM

The specific discounted rate classifications applied to this transaction, are disclosed in Schedule A of the preliminary commitment. Other discounted rate classifications may apply, including the:

Builder's, Subdivider's & Developer's Rate

When an insured owner places an order for title insurance for a specific project on land which has been or is to be divided into four or more parcels of land. This rate applies also for lender's policies insuring a development loan and for the sale of a subdivided lot.

When a lender's policy is issued insuring a lien of a mortgage for financing the construction of residential or condominium units.

When an owner's policy is issued insuring the sale or lease of residential or condominium units.

Simultaneous Issue Rate

When any policy is issued simultaneously with a policy and one policy contains the provision that any loss payment or claim paid thereon shall reduce pro tanto the Company's liability under the other policy or policies.

Short Term Rate

If an owner's, purchasers, mortgagees, or leasehold policy has been issued by any title insurer, and an order for title insurance is placed within three (3) years following the date of the prior policy.

Refinance, Mortgage Reorganization/Junior Mortgage Rate

When a Lender's or Purchaser's Policy has been issued and a new loan on the same property is executed by the same borrower(s).

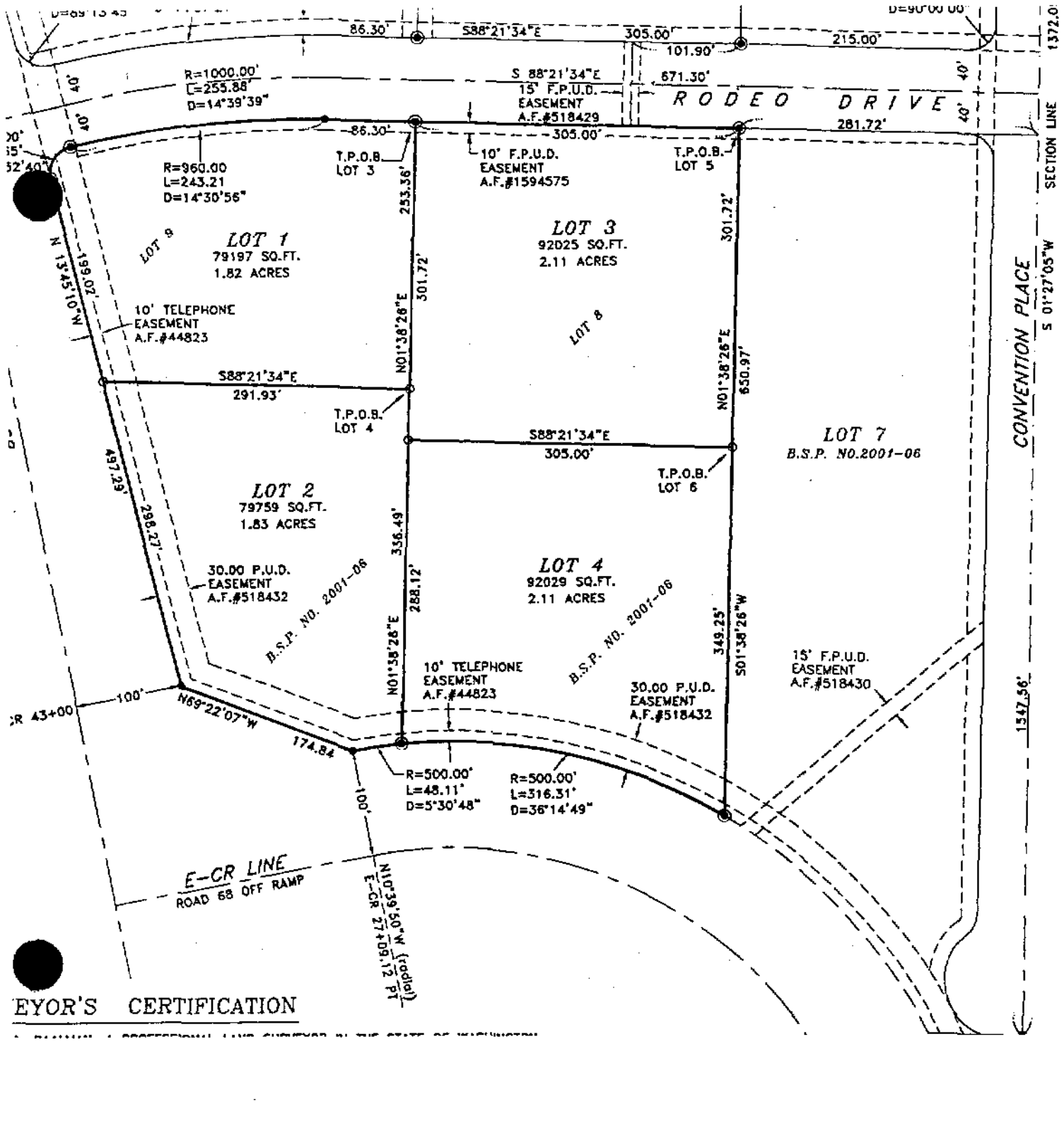
Special Project Rate

An application for a title insurance policy having a liability of $1,000,000.00 or more.

Prior Title Evidence Rate

If at any time an order for title insurance is placed, a copy of the then owner's policy of title insurance is submitted.

PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES.
You may reach your title officer at (509) 783-0660



SUBJECT TO EASEMENTS, RESERVATIO

CONTAINING 184,054 SQUARE FEET.

TOGETHER WITH:

LOT 9 (BINDING SITE PLAN 2001-06)
(TAX PARCEL NO. 117-490-095)
A PARCEL OF LAND SITUATED IN THE
TOWNSHIP 9 NORTH, RANGE 29 EAST
WASHINGTON, DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST COR
S.01°27'05" W., ALONG THE EAST LI
THENCE N.88°21'34" W., 586.72 FEE
RODEO DRIVE AND THE TRUE POINT
FEET TO A POINT ON CURVE AND BE
OF STATE HIGHWAY (E-RC LINE OF S
TO THE LEFT THROUGH A CENTRAL A
AND A CHORD BEARING OF S.82°05'3
POINT OF NON-TANGENT; THENCE N
EASTERLY RIGHT OF WAY MARGIN OF
EASTERLY MARGIN, 497.29 FEET TO
RADIUS CURVE TO THE RIGHT THROU
DISTANCE OF 39.65 FEET TO A POIN
SOUTHERLY MARGIN OF RODEO DRIVE
TO THE RIGHT THROUGH A CENTRAL
BEARING OF N.84°22'58" E. AND A
TANGENT; THENCE S.88°21'34" E., A
THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIO

CONTAINING 158,956 SQUARE FEET.

TOTAL AREA = 456,026 SQUARE FEE

SEE SHEET 2 OF 2 FOR NEW LEGAL

AUDITOR'S CERTIFIC

FILED FOR RECORD THIS 25th D

MINUTES PAST 3 P M.

PAGE 95 , AT THE REQUES

Lona G Lenhart
FRANKLIN COUNTY AUDITOR

EYOR'S CERTIFICATION

EXHIBIT 5 May 10, 2006

EXHIBIT 5 May 10, 2006

355417

Form 1860–9
(March 1965)
(formerly 4–1043)

Washington 05347

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States an application by the State of Washington and a decision of the Oregon State Office of said Bureau at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section lands in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676) upon its admission into the Union on November 11, 1889 (26 Stat. 1552):

EXHIBIT 5 May 10, 2006

Willamette Meridian, Washington.

T. 14 N., R. 27 E.,
Sec. 36, All.

T. 10 N., R. 28 E.,
Sec. 36, Lots 1, 4, 5, and 6, and E½E½.

T. 11 N., R. 28 E.,
Sec. 36, All.

T. 12 N., R. 28 E.,
Sec. 36, Lots 1 to 4, inclusive, and E½.

T. 13 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 29 E.,
Sec. 16, All;
Sec. 36, Lots 1 and 2.

T. 10 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

355417

RECORDED IN VOL 73
OF OFFICIAL RECORDS
PAGE ____ REQUEST OF
Department of Natural Resources
SEP 24 9 05 AM '75
DOROTHY TOWNE AUDITOR
FRANKLIN COUNTY, WASH.
DEPUTY
MAIL TO:
State of Washington
Dept. of Natural Resources
Olympia, Wa., 98504

Patent Number 46-76-0011

VOL 73 PAGE 505

(33) 355417

Washington 05347

T. 9 N., R. 30 E.,
Sec. 16, All;
Sec. 36, Lot 1.

T. 10 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

EXHIBIT 5 May 10, 2006

T. 13 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 31 E.,
Sec. 16, All.

T. 10 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 10 N., R. 32 E.,
Sec. 16, All.

T. 11 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

46-76-0011

Patent Number

VOL 73 PAGE 506

355412

(17) 355417

Washington 05347

T. 11 N., R. 33 E.,
Sec. 16, All.

T. 12 N., R. 33 E.,
Sec. 16, All;
Sec. 36, Lots 1 to 4, inclusive, and W½.

T. 13 N., R. 33 E.,
Sec. 16, All;
Sec. 36, All.

EXHIBIT 5 May 10, 2006

T. 14 N., R. 33 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 34 E.,
Sec. 16, All.

T. 14 N., R. 34 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 35 E.,
Sec. 16, All.

T. 14 N., R. 35 E.,
Sec. 16, All.
Sec. 36, All.

T. 13 N., R. 36 E.,
Sec. 16, Lots 1, 2, and 3, W½, W½SE¼,
and SE¼SE¼.

T. 14 N., R. 36 E.,
Sec. 16, All;
Sec. 36, All.

Aggregating 41,428.65 acres;

Patent Number 46-76-0011

3

Form 1860-10
(July 1975)

Washington 05347

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described lands on November 11, 1889, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said State of Washington, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever.

EXHIBIT 5 May 10, 2006

State of Washington) ss
County of Thurston)

I, DONALD F. MCKAY, Records Officer for BERT L. COLE, Commissioner of Public Lands of the State of Washington and ex officio Administrator of the Department of Natural Resources for the State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this 23rd day of September A.D. 1975

Donald F. McKay

DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon the TWENTY-SECOND day of AUGUST in the year of our Lord one thousand nine hundred and SEVENTY-FIVE and of the Independence of the United States the two hundredth and

[SEAL]

By Harold A. Berends
Chief, Branch of Lands
and Minerals Operations

Patent Number 46-76-0011

VOL 73 PAGE 508

GPO 862-817 355417

355417

Form 1860-8
(July 1975)
Washington 05347-A

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States, an application by the State of Washington and a decision of the Oregon State Office of said Bureau, at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section land in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676), upon the acceptance of Plat of Survey on July 9, 1920:

EXHIBIT 5 May 10, 2006

Willamette Meridian, Washington.

T. 12 N., R. 28 E.,
Sec. 36, Lot 5.
Containing 27.91 acres;

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described land on July 9, 1920, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents, DOES GIVE AND GRANT, unto the said State of Washington, the land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever; and there is reserved from the land hereby granted, a right-of-way thereon for ditches or canals constructed by authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.

State of Washington]
County of Thurston] ss

I, DONALD F. MCKAY, Records Officer for ROBERT L. COLE, Commissioner of Public Lands of the State of Washington and ex officio Administrator of the Department of Natural Resources for the State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this 23rd day of September A.D. 1975

Donald F. McKay
DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon the TWENTY-SECOND day of AUGUST in the year of our Lord one thousand nine hundred and SEVENTY-FIVE and of the Independence of the United States the two hundredth.

By Harold A. Berends
Chief, Branch of Lands
and Minerals Operations

Patent Number 46-76-0012

GPO 886-846

VOL 73 PAGE 509

355417

16-9-29 NE1

360350

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Easement No. CR 3089

THIS EASEMENT, made and entered into this 6th day of February, 1975, by and between FRANKLIN COUNTY, herein called the "Grantee," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

EXHIBIT 5 May 10, 2006

The State for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee:

An easement for a right of way for the sole purpose of construction, operation, use, and maintenance of a road over and across a location as shown on Plat No. CR 3069 filed in the office of the Commissioner of Public Lands at Olympia, Washington, a reduction of which is attached as Exhibit A, indicating said right of way in red, and by this reference made a part hereof, all in Franklin County, Washington. Provided, the Grantee may permit the installation of utilities specifically pertaining to electronic transmission lines, telephone lines, or pipelines but for no other purposes.

This easement granted herein is subject to the following terms, conditions, and provisions:

Consideration

The consideration paid by the Grantee to the State is as follows:

None. The benefits accruing to the State from the granting the public access rights offset the damage done to the land by the same grant.

Operating Specifications

In the exercise of rights granted by this easement, the Grantee agrees to abide by the State's Resource Management Operating Specifications in effect at the time of the execution of this easement.

Subsequent changes in specifications necessary to reasonably protect the environment will be mutually agreed upon. Costs for such subsequent changes will be borne by the Grantee.

If the two parties fail to agree that the changes in specifications are necessary, a three-member committee will be formed. Said committee to be made up of one member appointed by the State, one member appointed by the Grantee, and one member appointed by the two aforementioned members. The decision of the committee will be final and binding on all parties.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of said rights.

During operations under this easement, including the construction of roads and landings, the Grantee shall take such precautions as necessary to minimize insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

App. No. CR 3089

360350

All soil surfaces on the right of way, temporary roads and skid trails which are devoid of natural cover as a result of the operations hereunder, shall be reseeded to a grass mixture recommended by the local office of the County Extension Agent.

All legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object. Grantee shall record these references in the respective offices of the local County Engineer and the Commissioner of Public Lands.

EXHIBIT 5 May 10, 2006

The Grantee shall prevent the establishment of weeds upon, and the spread of weeds from, any portion of the right of way herein granted which is adjacent to cultivated State lands and shall further comply with the county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 113, Laws of 1969 Ex. Ses.). Payment of weed control costs will be the Grantee's responsibility.

In the event the county noxious weed control board directs the Grantee to control weeds or the Grantee elects to kill or control the growth of weeds and/or brush by chemical treatment within or in proximity to said right of way, he shall use only those chemical agents, the container labels of which have been registered with the Washington State Department of Agriculture. Such use must be in accordance with the labeled directions and approved of jointly by the Washington State Department of Agriculture and the County Extension Agent before commencement of any control program.

Restoration

It is understood and agreed that in the event any portion of the road described herein is abandoned, the Grantee shall take the necessary legal action to vacate such portions and shall immediately restore the land within all abandoned portions to a natural condition as may be directed by the State.

On those portions designated for restoration, all asphalt shall be removed from the abandoned right of way and shall not be deposited on the adjacent State land; in addition, the land surface shall be scarified to blend with the adjoining landscape.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file with the State in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Ellensburg, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

360350
RECORDED IN VOL 80
OF OFFICIAL RECORDS
PAGE ____ REQUEST OF
Franklin Co. Engineer
MAY 3 11 17 AM '76
DOROTHY OWNE AUDITOR
FRANKLIN COUNTY, WASH.
DEPUTY
MAIL TO:

VOL 80 PAGE 112

App. No. CR 3089

360350

360350

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By _____
BERT L. COLE
Commissioner of Public Lands

EXHIBIT 5 May 10, 2006

FRANKLIN COUNTY

_____
_____
_____
County Commissioners

Courthouse
Pasco, WA 99301

App. No. CR 3089
db

360352

VOL 80 PAGE 113

360350

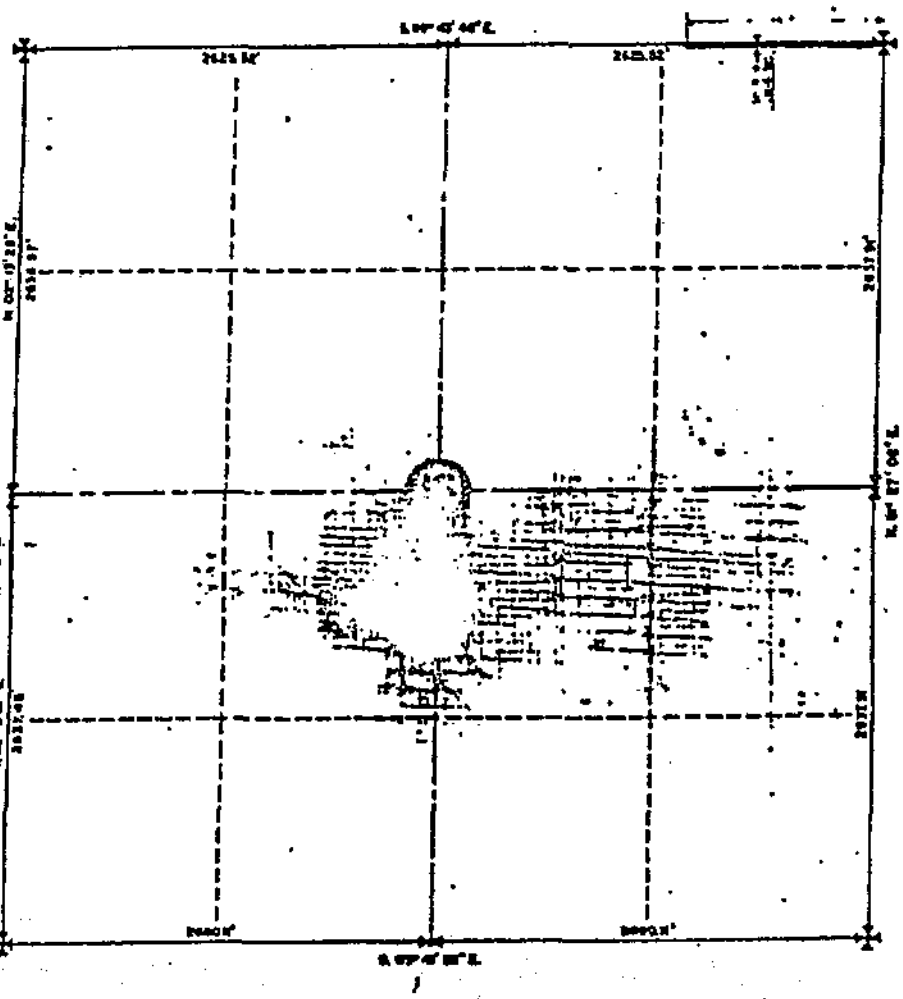
PLAT OF RIGHT OF WAY

For Public Road, as Petitioned for by the County of Franklin

Across Section 35, Township 8, NORTH, Range 29, E.W.M.

EXHIBIT 5 May 10, 2006

CR3089



CR3089

H. A. McCann

EXHIBIT A

360350

80 FEB 14

416896

15-9-27

416896

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA, Plaintiff, v. 46.315 ACRES OF LAND, more or less, situate in Franklin County, Washington; BURLINGTON NORTHERN RAILROAD COMPANY, a corporation; FRANCES C. THOMAS, a single woman; DAVE MacHUGH and JANE DOE MacHUGH, husband and wife; GARY MIDDLETON and JANE DOE MIDDLETON, husband and wife; FIRST NATIONAL BANK OF OMAHA, a corporation; HAROLD KOSOWSKY, as trustee; BANKERS TRUST COMPANY, a corporation; FARMERS LOAN & TRUST COMPANY, as trustee; PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, a municipal corporation; SOUTH COLUMBIA BASIN IRRIGATION DISTRICT, a municipal corporation; FRANKLIN COUNTY, Washington, a municipal corporation; and UNKNOWN OWNERS, Defendants.	NO. C-82-085-RJH LIS PENDENS AS TO TRACTS 5-03231-A, 5-03231-B, and 5-03231-C

RECORDED IN VOL 157
OF OFFICIAL RECORDS
PAGE 91 REQUEST OF
U.S. Attorney
MAR 12 9 51 AM '82
NEVA J. CRAPO AUDITOR
FRANKLIN COUNTY, WA.
DEPUTY
RETURN TO

U.S. Attorney
P.O.Box 1494
Spokane, Wa.99210

EXHIBIT 5 May 10, 2006

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in the above-entitled Court by the United States of America as plaintiff against the above-named defendants that the objects and purposes of said action are as follows:

1. Pursuant to the authorities and for the public uses set forth on Schedule A, attached hereto, to acquire interests in certain lands in Franklin County, Washington, as said

VOL 157 PAGE 091

416896

416896

interests (estates) and said lands are described and set forth on Schedule B, attached hereto.

2. To determine a just and proper award and compensation for said property, to determine the parties entitled to receive such compensation, and to decree said property to be the property of the United States; and for such other relief as to the Court may seem proper in the premises.

DATED this 5th day of February, 1982.

JOHN E. LAMP
United States Attorney

EXHIBIT 5 May 10, 2006

ROBERT M. SWEENEY
Assistant United States Attorney

Post Office Box 1494
Spokane, WA 99210-1494

Telephone: (509) 456-3811

vol 457 page 992
416896

EXHIBIT 5 May 10, 2006

SCHEDULE A

AUTHORITY FOR THE TAKING:

The acquisition is authorized by the Act of Congress approved February 26, 1931, (46 Stat. 1421; 40 U.S.C. 258a) and acts supplementary thereto and amendatory thereof, and under the further authority of the Act and the Act of Congress of August 27, 1958, (72 Stat. 892; 23 U.S.C. 107) authorizing the acquisition of land or interests in lands (including within the term "interests in lands" the control of access thereto from adjoining land) required for right-of-way or other purposes in connection with the prosecution of a project for the construction, reconstruction or improvement of a section of the National System of Interstate and Defense Highways, funds for such purposes being available from current appropriations for carrying out the provisions of said Act of August 27, 1958, and the Department of Transportation Act, approved October 15, 1966, *(80 Stat. 931, 970) which transferred to and vested in the* Secretary of Transportation all functions, powers and duties of the Secretary of Commerce under Title 23, United States Code, as amended.

EXHIBIT 5 May 10, 2006

PUBLIC USES:

The subject lands are necessary to provide adequately for the construction, reconstruction, and improvements of Interestate Highway Project I-182, a portion of the National System of Interstate and Defense Highways, being constructed in accordance with standards, including control of access, adopted by the Secretary of Transportation in cooperation with the State highway departments, which standards have been adopted, affirmed *and continued in effect by the Federal Highway Administrator* pursuant to the authority delegated to him by the Secretary of Transportation and in accordance with Section 12(a) of the Department of Transportation Act approved October 15, 1966 (80 Stat. 931, 949).

vol 157 PAGE 933

416896

ESTATE TAKEN:

The estates taken for said public use in the land hereinafter described, subject to existing easements for public roads and highways, public utilities and pipelines, are as follows:

(1) As to Parcel A, the fee simple title together with all existing, future or potential common law or statutory abutters' rights or easements of access to, from and between said land and the abutting land of all parties having interests in said land.

(2) As to Parcel B, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.

EXHIBIT 5 May 10, 2006

(3) As to Parcel C, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.

Parcel No. 5-D3231

FAP# 1-182-3 (6) 110

PARCEL "A"

(PORTION TO BE TAKEN IN FEE FOR HIGHWAY RIGHT OF WAY)

Begin at the West 1/4 Corner (Found U.S.B.R. Brass Cap) of Section 15, Township 9 North, Range 29 East, W.M.; thence North 0°33'15" East 556.63 feet to the True Point of Beginning (T.P.O.B.) of this Parcel "A" description; thence continue North 0°33'15" East 531.70 feet; thence South 26°30'16" East 128.19 feet; thence proceed along the arc of a curve to the left having a radius of 885.0 feet for a distance of 610.65 feet; thence South 54°33'11" East 319.40 feet; thence South 66°57'15" East 2200.0 feet to a point, said point being the T.P.O.B. of the following described Parcel "B"; thence continue South 66°57'15" East 100 feet; thence South 69°49'00" East 1001.25 feet; thence South 66°57'15" East 201.15 feet; thence South 0°32'44" West 266.41 feet; thence North 88°46'00" East 598.59 feet; thence South 66°57'15" East 789.26 feet; thence South 0°30'45" West 400.58 feet; thence North 66°57'15" West 2791.52 feet to a point, said point being the T.P.O.B. of the following described Parcel "C"; thence continue North 66°57'15" West 100 feet; thence continue North 66°57'15" West 500 feet; thence North 62°22'49" West 250.80 feet; thence North 66°57'15" West 750.00 feet; thence North 72°39'53" West 602.99 feet; thence North 71°51'53" West 81.66 feet; thence North 71°09'56" West 245.08 feet; thence proceed along the arc of a curve to the left having a radius of 1900 feet for a distance of 389.53 feet to a point that bears South 0°31'15" West 381.70 feet from the T.P.O.B. of said Parcel "A"; thence North 0°33'15" East 381.70 feet to said T.P.O.B. and containing 46.131 acres, more or less.

PARCEL "B"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "B"; thence North 23°02'45" East 40 feet; thence South 66°57'15" East 100 feet; thence South 23°02'45" West 40 feet; thence North 66°57'15" West 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

PARCEL "C"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "C"; thence South 23°02'45" West 40 feet; thence North 66°57'15" West 100 feet; thence North 23°02'45" East 40 feet; thence South 66°57'15" East 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

VE 157 PAGE 934

416896

Old (23-9-29 SENE; 24-9-29 SWNW
16-9-29 NENE; SE NE; 7-9-29;
12-9-29; 13-9-29; 18-9-29; 17-9-29
8-9-29

474776

QUITCLAIM DEED

THE GRANTOR, the COUNTY OF FRANKLIN, a political subdivision of the State of Washington, for and in consideration of One Dollar ($1.00) and other good and valuable consideraion, and by reason of an annexation and by reason of the Grantee's assumption of jurisdiction, including maintenance, over roads in the annexed territory, hereby conveys and quit claims to the CITY OF PASCO, an incorporated city and municipal corporation of the State of Washington, all of the County's right, title and interest in and to the following-described real property, situated in the County of Franklin, State of Washington:

That part of the SE 1/4 of the NE 1/4 of Section 23, and the SW 1/4 of the NW 1/4 of Section 24, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "A" attached hereto (1 page) and made a part hereof, encompassing the culdesac at the north end of Road 36 south of SR 182.

EXHIBIT 5 May 10, 2006

That part of the NE 1/4 of the NE 1/4 of Section 16 and the SE 1/4 of the NE 1/4 of Section 16, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "B" attached hereto (1 page) and made a part hereof, encompassing those parts of Road 68 immediately north and south of the Road 68 interchange at SR 182 and extending to the corporate boundaries of the City of Pasco.

That part of Sections 7, 12, 13 and 18, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "C" attached hereto (3 page) and made a part hereof, encompassing Harris Road from its intersection with Road 100 to its intersection with the old Columbia River Road (Court Street).

That part of Sections 18, 17, 7 and 8, T. 9 N., R. 29 E., W.M., as shown hachured on Exhibit "D" attached hereto (consisting of 3 pages) and made a part hereof, encompassing Road 100 immediately north and south of the Road 100 interchange at SR 182 extending to the corporate boundaries of the City of Pasco.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between said SR 182 and the lands herein conveyed; nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance, or operation of said highway.

This deed is further made in correction of and substitution for that certain Quitclaim Deed dated November 18, 1989, filed in the records of the Franklin County Auditor in Vol. 0258, page 149-150; which deed has not been accepted by the City of Pasco, Grantee therein.

DATED this 17th day of September, 1990.

FRANKLIN COUNTY BOARD OF COMMISSIONERS:

Ken Miller

KEN MILLER, Chairman of the Board

VOL 0272 PAGE 536

474776

474776

HAROLD MATTHEWS, Commissioner

NEVA J. CORKRUM, Commissioner

ATTEST:

By _____
DIANE McLAUGHLIN, Clerk of Board

APPROVED AS TO FORM:

EXHIBIT 5 May 10, 2006

By _____
George Fearing,
Special Prosecuting Attorney

STATE OF WASHINGTON)
)ss.
County of Franklin)

On this day personally appeared before me, Ken Miller, Harold Matthews and Neva J. Corkrum, to me known to be the Chairman and members of the Board of County Commissioners, respectively, of Franklin County, the political subdivision described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17th day of September, 1990.

_____
Notary Public for Washington
Residing at Franklin County, WA
Commission Expires: 6-28-94

474776

Tracy Schuette Treasurer
90 OCT -5 P2:13

FROM: G. Miller
George Fearing
117 S. Third St
Pasco WA 99301

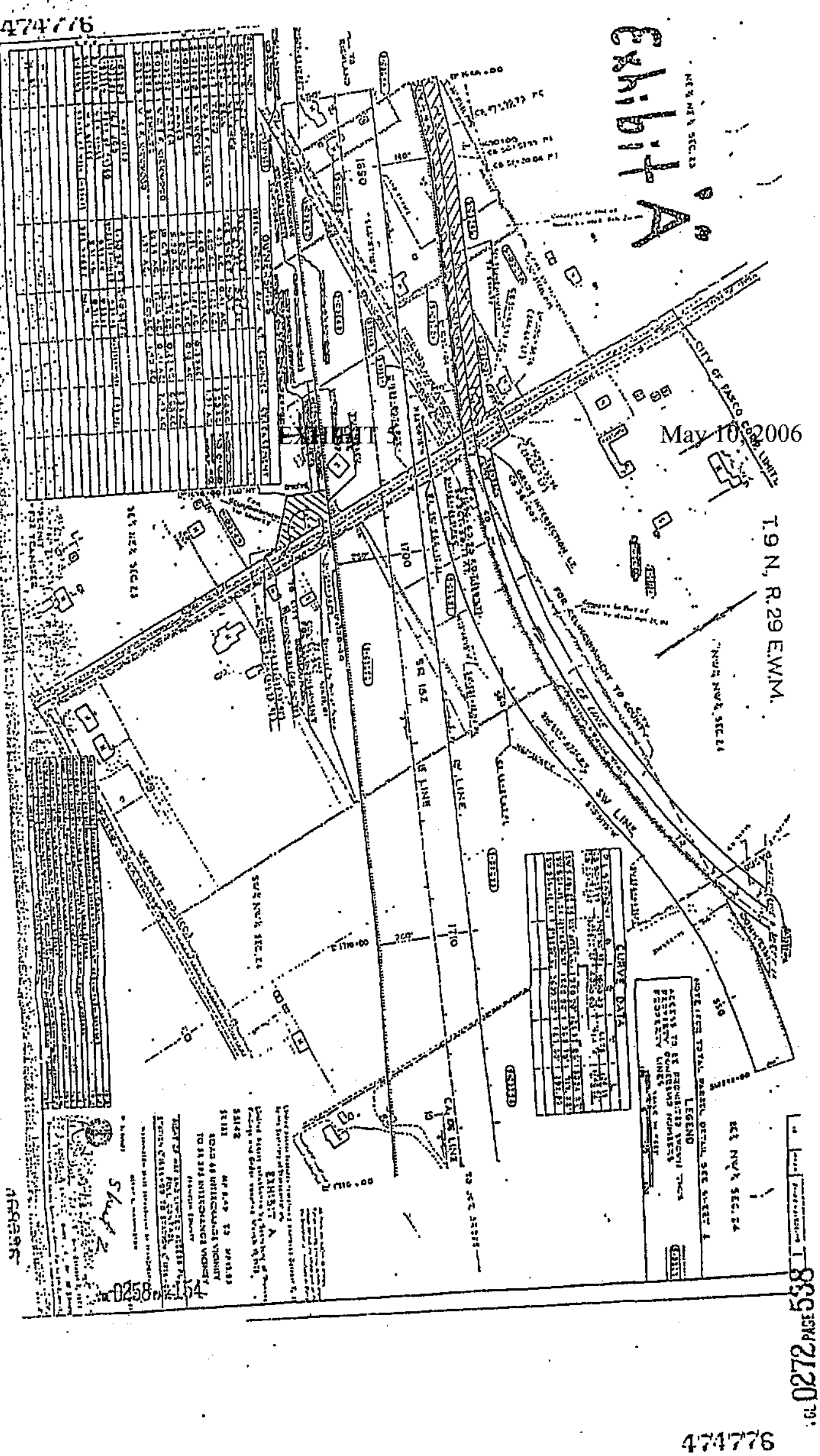
474776

vol 0272 PAGE 537

474776

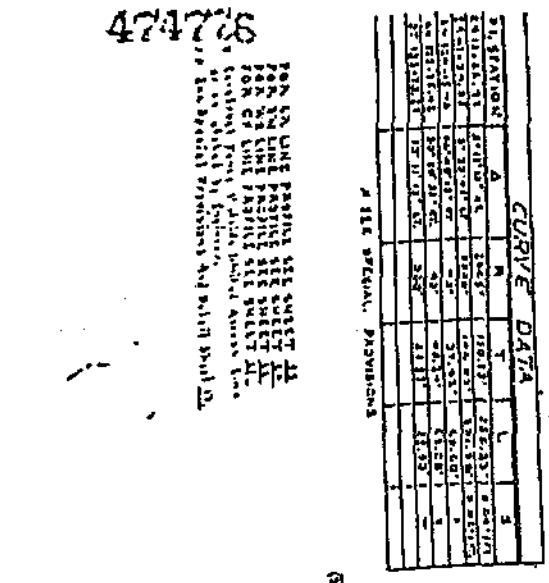
Exhibit A

EXHIBIT 5 May 10, 2006



474776

474776



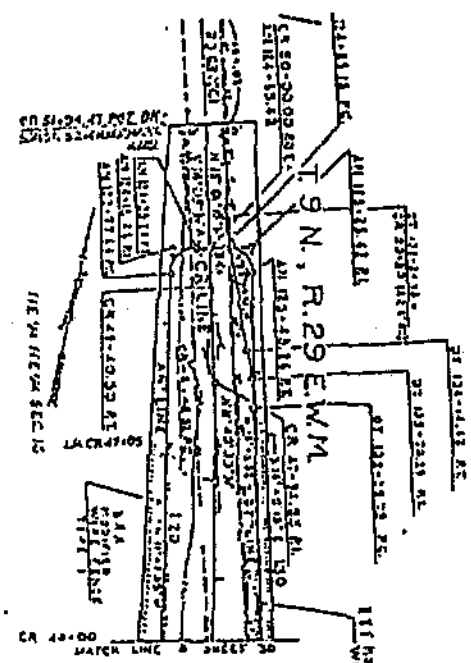
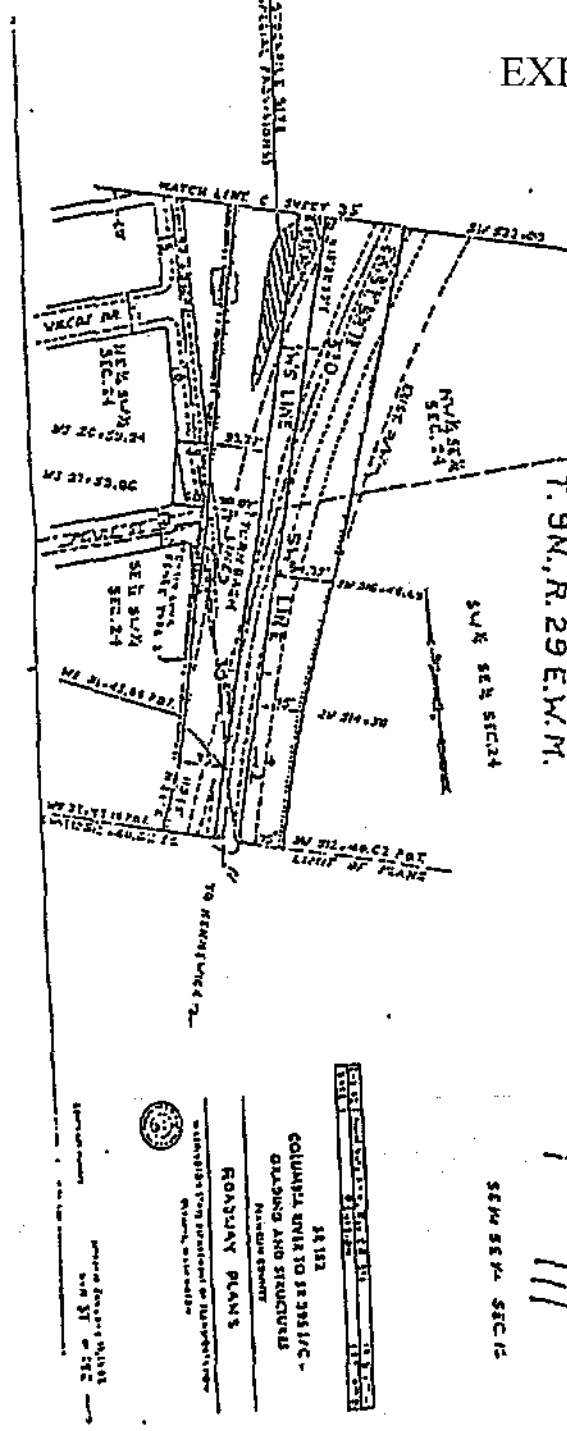
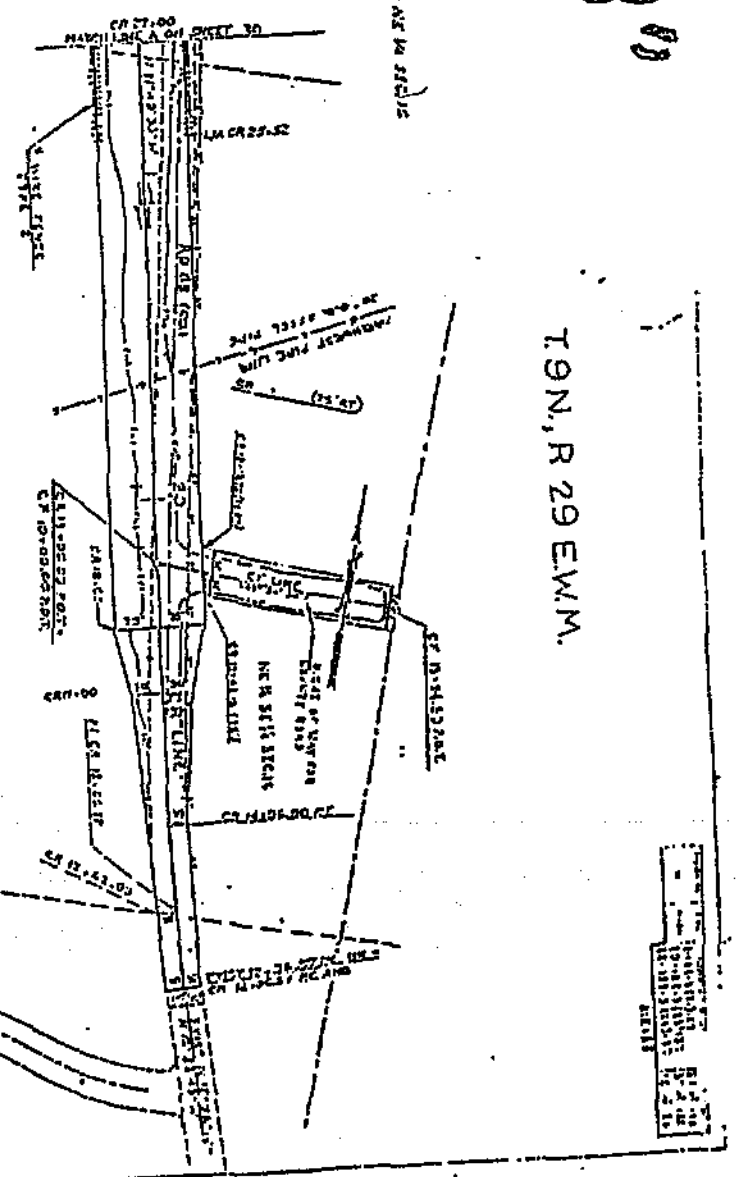


Exhibit "B"

EXHIBIT 5 May 10, 2006





VOL 0272 PAGE 539

474776

May 10, 2006

May 10, 2006

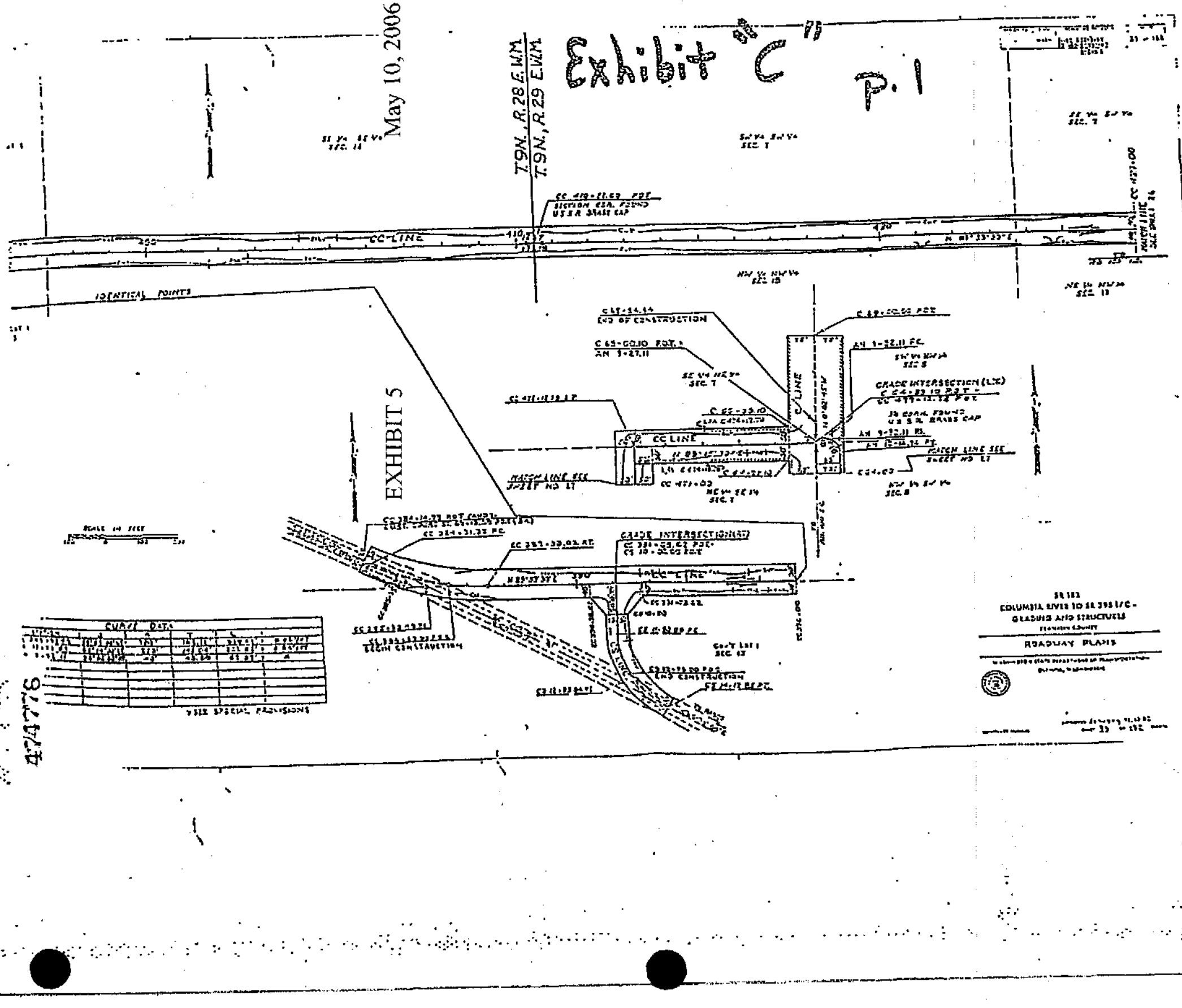
EXHIBIT 5

EXHIBIT 5

Exhibit "C" P. 1

T.9N., R.28 E.W.M.
T.9N., R.29 E.W.M.

VOL 0272 PAGE 540



May 10, 2006

EXHIBIT 5

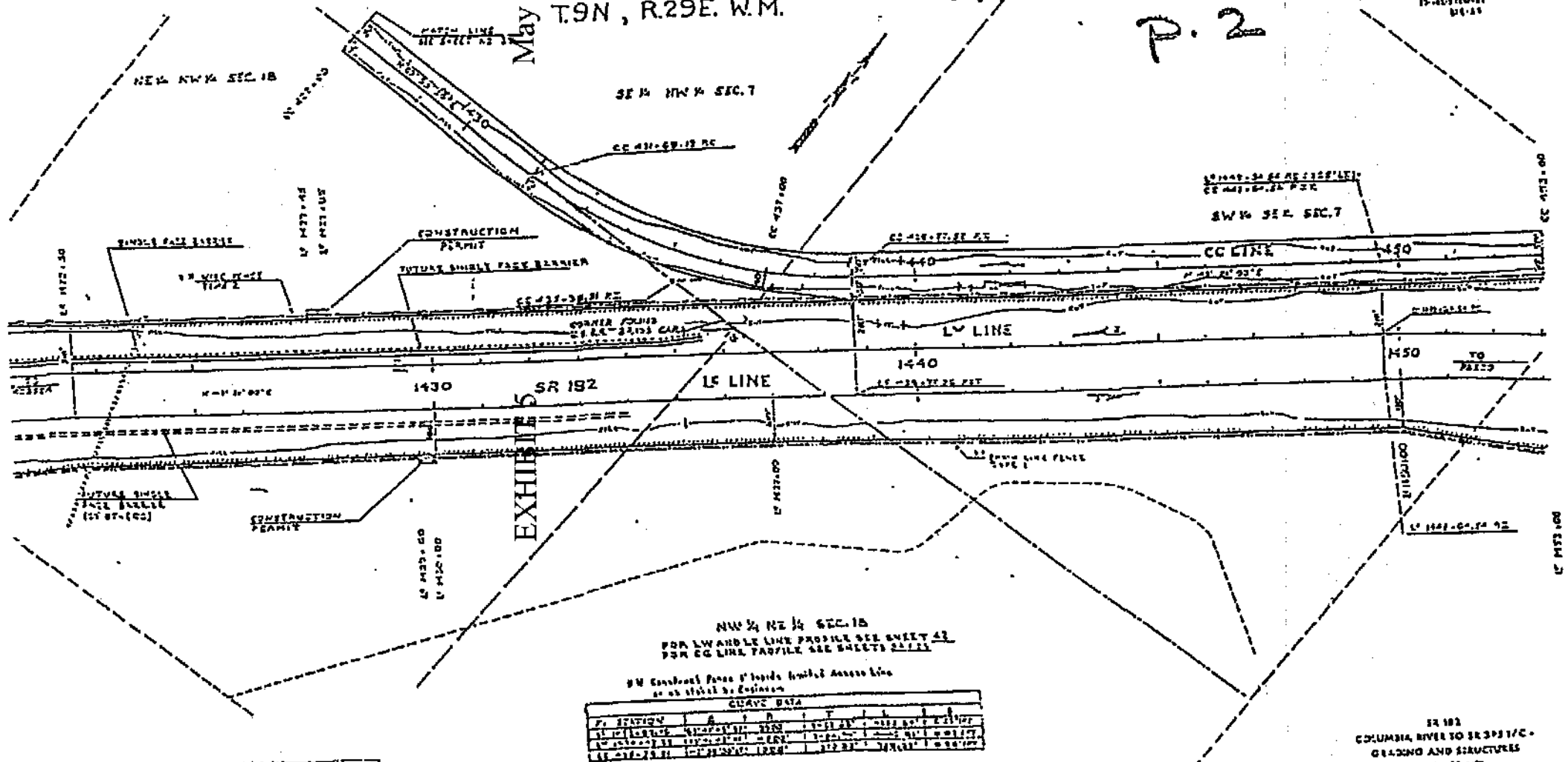
May 10, 2006

EXHIBIT 6

Exhibit "C"
P. 2

VOL 0272 PAGE 541

T.9N , R.29E. W.M.



474776

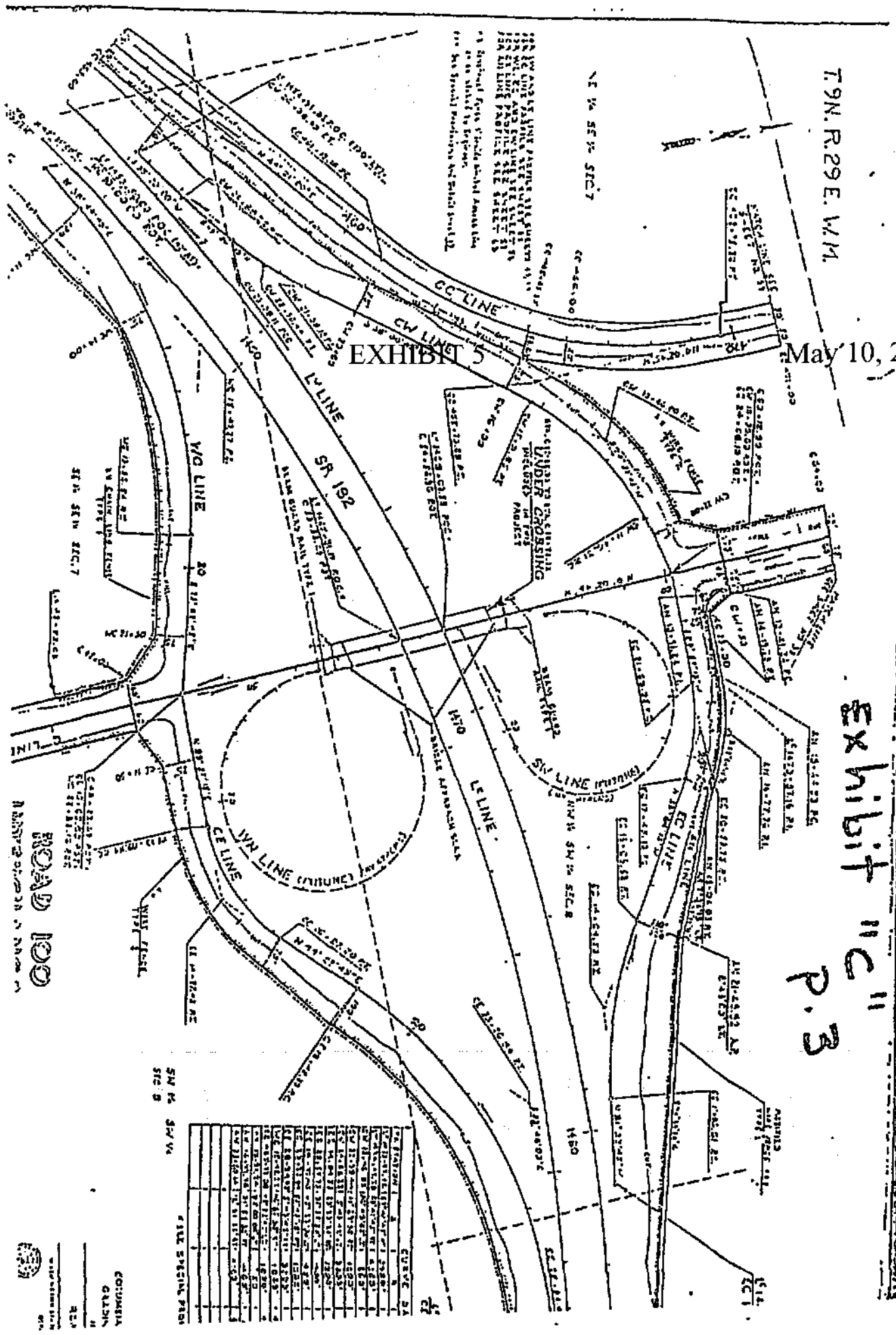


EXHIBIT 5 May 10, 2006

474776

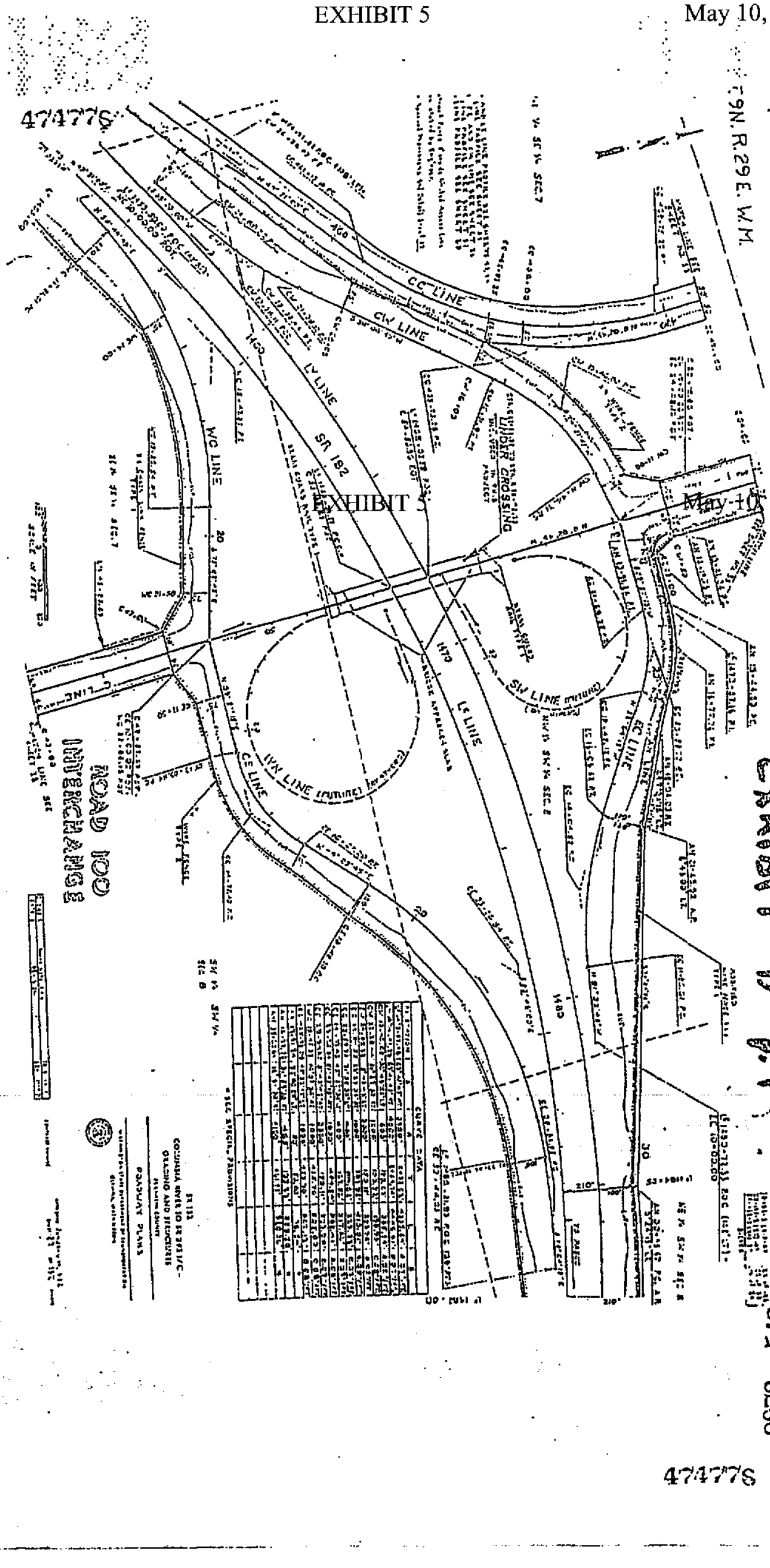


EXHIBIT 5 May 10, 2006

474776

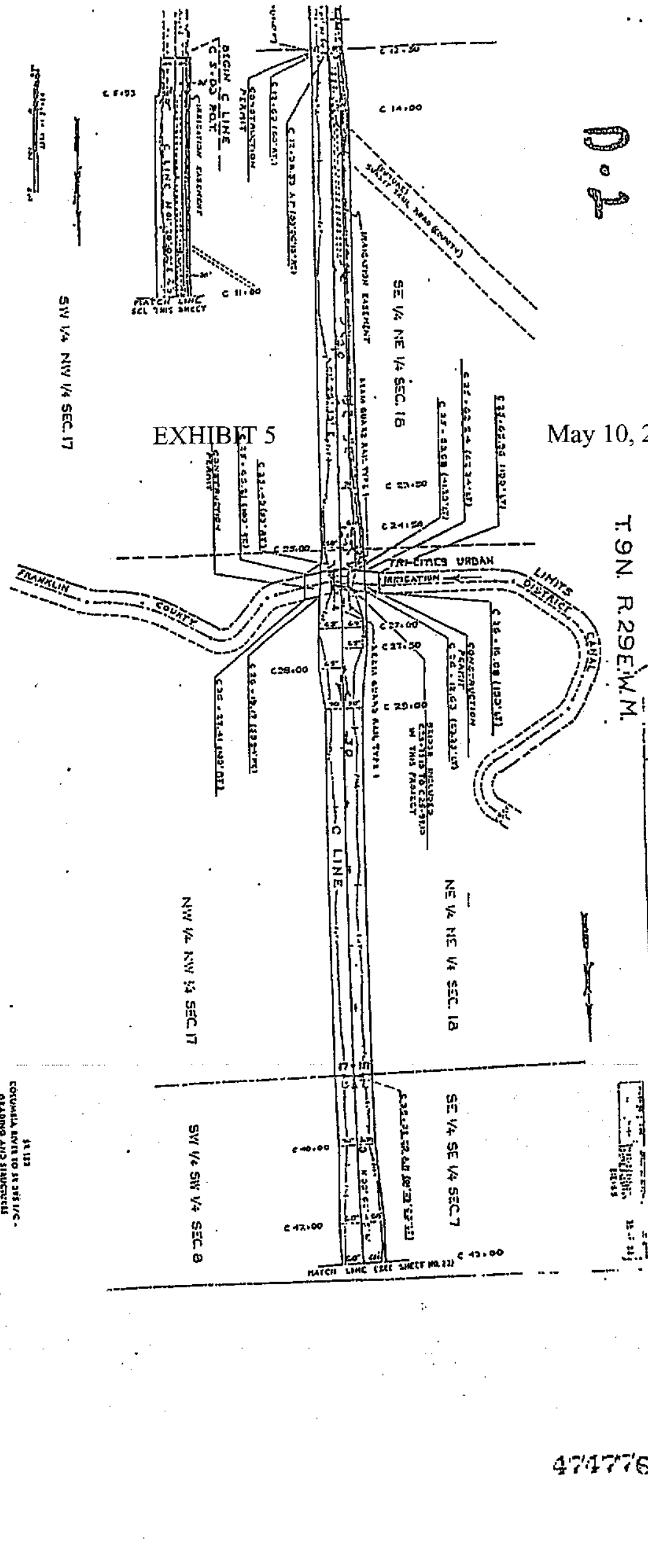


EXHIBIT 5 May 10, 2006

474776

474776

3-D

EXHIBIT 5 May 10, 2006

T.9N., R.28 E.W.M.
T.9N., R.29 E.W.M.

C LINE

474776

EXHIBIT 5 May 10, 2006

County property
for sale, Restrictions, etc

RECORDED AT THE

AFTER RECORDING RETURN TO:
Department of Natural Resources
Land Records Section
P.O. Box 47021
Olympia, WA 98504-7021

'93 OCT -4 P1:41
502470

COPY

QUITCLAIM DEED

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources for and in consideration of the sum of $200,000.00, hereby grants, conveys and quitclaims to FRANKLIN COUNTY, GRANTEE, the following described real property situated in Franklin County, Washington, to wit:

That portion of the NE¼ of the NE¼ of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington lying easterly of the centerline of Road 68, containing 30.15 acres, more or less, according to State Department of Transportation right of way plans titled ROAD 68 INTERCHANGE VICINITY TO SR 395 INTERCHANGE VICINITY, sheets 4 and 13 of 15, and dated approved October 7, 1977, last revision December 14, 1981, on file with said State Department of Transportation, Olympia, Washington.

EXHIBIT 5 May 10, 2006

The above parcel of section subdivision is according to U.S. Government subdivision procedures.

The above-described lands are subject to the following reservation:

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state, its successors or assigns, until provision has been made by the state, its successors or assigns, to pay to the owner of the land upon which the rights herein reserved to the state, its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state, its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situated, as may be necessary to determine the damages which said owner of said land may suffer.

The Grantor identifies the following encumbrances for convenience and informational purposes only and makes no warranties, expressed or implied, associated with this quitclaim deed:

1. Easement for a right of way for buried telephone cable granted to Pacific Northwest Bell Telephone Company on January 3, 1983, under Application No. 44823 for an indefinite term.

No Real Estate Excise Tax Due
This instrument Exempt Under R.C.W.28.45
Treasurer, Franklin Co.
OCT - 4 1993

502470

2. Easement for a right of way for a county road granted to Franklin County on February 10, 1975, under Application No. CR 3089 for an indefinite term.

3. Easement for a right of way for a county road granted to Franklin County on December 31, 1935, under Application No. CR 1537 for an indefinite term.

4. Easement for a right of way for a road granted to City of Pasco on December 7, 1990, under Application No. 48469 for an indefinite term.

5. Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982, under Application No. SR-1194 for an indefinite term.

6. Pending application for a right of way for a state road filed by the Department of Transportation on April 17, 1987, under Application No. SR-1260.

This Deed is executed and delivered pursuant to RCW 79.01.220 in fulfillment of that certain Real Estate contract between the parties, dated February 28, 1993 and conditioned on the conveyance of the above-described property hereto to the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

EXHIBIT 5 May 10, 2006

WITNESS the Seal of the State of Washington, affixed this 23RD day of SEPTEMBER, 19 93

Mike Lowry
GOVERNOR

Attest: Donald F. Whiting, ASSISTANT
SECRETARY OF STATE

Approved as to form this 30 day of July, 19 93.
James Edwards
Assistant Attorney General

Deed No. 26448.

State Record of Deeds, Volume 13, Page 160.

App. No. 52852

c:\lbsale\qcd\52852.qcd

May 10, 2006

EXHIBIT 5

15-9-29 NW

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY
Post Office Box 2407 Pasco, Washington 99302-2407

518429

16-9-29 NE

RIGHT OF WAY EASEMENT

THE GRANTORS BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of Franklin County, Washington, a municipal corporation, and to its successors or assigns, the right to enter upon the lands of Grantor(s) situated in the County of Franklin, State of Washington, and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

RECORDED AT THE REQUEST OF
CHICAGO TITLE INSURANCE
FEB 23 3 15 PM '95
518429
ZONA G. LENHART
FRANKLIN CNTY AUDITOR
DEPUTY
MAIL TO:
CHICAGO TITLE INSURANCE

and to construct, operate and maintain over and under the above described lands and the streets, roads, or highways abutting the said lands electrical facilities and other utility facilities, with all conversions or necessary appurtenances (including, but not limited to, above and below ground equipment and enclosures, transformers, underground conduits and wire, and other supports), and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The Grantor shall not construct facilities on or use the above described lands in a manner which inhibits the Grantee's use of the above described lands. The Grantor(s) agree(s) that all facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee, and that the Grantee shall have the right of ingress and egress over the described lands of the Grantor(s) solely for the purpose of constructing, operating, and maintaining the power line on the above described lands.

All rights hereunder shall cease when the grantee, its successors or assigns, abandons or removes said line or system.

Grantee shall not be liable for any damages caused to Grantor's property by actions reasonably taken by Grantee in the exercise of the rights herein granted.

Dated this 26th day of January, 19 95

Neva Corkrum
Neva Corkrum, Chair
Signature

Signature

STATE OF WASHINGTON)
) ss.
County of Franklin)

ACKNOWLEDGMENT OF INDIVIDUAL

On this 26th day of January, 1995, I certify that I know or have satisfactory evidence that Neva Corkrum personally appeared before me, and said individual acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Chair of the Board of Commissioners of Franklin County, that executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned in the instrument.

IN TESTIMONY WHEREOF: I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

Sally McKenzie, Notary Public
in and for the State of Washington residing at Pasco-Kennewick
My appointment expires 5-9-98

SALLY MCKENZIE NOTARY PUBLIC STATE OF WASHINGTON

EXHIBIT 5

CHICAGO TITLE INSURANCE CO.

May 10, 2006

518429

VOL0364 PG0264

518429

LEGAL DESCRIPTION - 15.00' P.U.D. Easement, along North side Rodeo Drive, from Convention Place to Road 68

A portion of the Northeast one-quarter of Section 16 and the Northwest one-quarter of Section 15, both in Township 9 North, Range 29 East, Willamette Meridian, situated in Franklin County, Washington, being further described as follows:

A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:

Beginning at the northeast corner of said section 16, also being the northwest corner of said section 15; thence S 88°21'34" E, 40.00 feet; thence S 1°38'26" W, 432.50 feet to the TRUE POINT OF BEGINNING for this centerline description; thence N 88°21'34" W, 421.90 feet to a point hereinafter referred to as POINT A; thence continuing N 88°21'34" W, 289.40 feet to the beginning of a 1047.50 foot radius curve to the left; thence 268.03 feet along the arc of said curve, through a central angle of 14°39'39"; thence S 76°58'47" W, 23.81 feet to a point on the northeasterly right-of-way line of Road 68 and the terminus of this centerline description. The sidelines of said 15.00 foot strip of land being coterminus at the east end with the easterly right-of-way line of Convention Place, and at the west end with said northeasterly right-of-way line of Road 68.

TOGETHER WITH: A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:

BEGINNING at the aforementioned POINT A; thence S 1°38'26" W, 87.50 feet to the terminus of this centerline description. The sidelines of said 15.00 foot strip of land being coterminus at the north end with the southerly sideline of the above described strip of land, and at the south end with the southerly right-of-way line of Rodeo Drive.

518429

May 10, 2006

EXHIBIT 5

CHICAGO TITLE INSURANCE CO.

95-58 VOL0364 PG0269

16-9-29 NE

518432 PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

Post Office Box 2407 Pasco, Washington 99302-2407

15-9-29 W2

RIGHT OF WAY EASEMENT

THE GRANTORS BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of Franklin County, Washington, a municipal corporation, and to its successors or assigns, the right to enter upon the lands of Grantor(s) situated in the County of Franklin, State of Washington, *and more particularly described as follows:*

SEE ATTACHED LEGAL DESCRIPTION

May 10, 2006

RECORDED AT THE REQUEST OF CHICAGO TITLE INSURANCE

FEB 23 3 17 PM '95

518432

ZONA C. LENHART
FRANKLIN CNTY AUDITOR
DEPUTY

MAIL TO:

CHICAGO TITLE INSURANCE

and to construct, operate and maintain over and under the above described lands and the streets, roads, or highways abutting the said lands electrical facilities and other utility facilities, with all convenient or necessary appurtenances (including, but not limited to, above and below ground equipment and enclosures, transformers, underground conduits and wire, and other supports), and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The Grantor shall not construct facilities on or use the above described lands in a manner which inhibits the Grantee's use of the above described lands. The Grantor(s) agree(s) that all facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee, and that the Grantee shall have the right of ingress and egress over the described lands of the Grantor(s) solely for the purpose of constructing, operating, and *maintaining the power line* on the above described lands.

All rights hereunder shall cease when the grantee, its successors or assigns, abandons or removes said line or system.

Grantee shall not be liable for any damages caused to Grantor's property by actions reasonably taken by Grantee in the exercise of the rights herein granted.

Dated this 26th day of January, 19 95

* Neva Corkrum * *

Neva Corkrum, Chair — Signature — Signature

EXHIBIT 5

STATE OF WASHINGTON)
) ss.
County of Franklin)

ACKNOWLEDGMENT OF INDIVIDUAL

On this 26th day of January, 1995, I certify that I know or have satisfactory evidence that

Neva Corkrum personally appeared before me, and said individual

acknowledged that she *signed this instrument* and on oath stated that she was authorized to execute the instrument and acknowledged it

as the Chair of the Board of Commissioners of Franklin County, that executed the foregoing

instrument, and acknowledged the said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned in the

instrument.

IN TESTIMONY WHEREOF: I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

Sally McKenzie, Notary Public

in and for the State of Washington residing at Pasco Kennewick

My appointment expires 5-9-98

SALLY VI KENZIE NOTARY PUBLIC 5-09-98 STATE OF WASHINGTON

518432

518432

VOL0364 PG0270

518432

LEGAL DESCRIPTION - 30.00' P.U.D. Easement along Road 68 and I-182

Portions of the Northeast one-quarter of Section 16 and the West one-half of Section 15, both in Township 9 North, Range 29 East, Willamette Meridian, situated in Franklin County, Washington, being further described as follows:

A strip of land 30.00 feet in width lying easterly and northerly of the following described line:

BEGINNING at a point 30.00' northeasterly of centerline of Road 68, as measured at right angles to said centerline, and 30.00 feet southerly of the north line of said section 16, as measured at right angles to said section line; thence southerly and easterly along the northeasterly right-of-way line of said Road 68 and the northeasterly right-of-way line of S.R. 182 to the east line of the west 1630.00 feet of the west one-half of said section 15. The sidelines of said strip of land being coterminus at the north end with a line 30.00 feet south of and parallel with said north line of section 16 and coterminus at the southeasterly end with said east line of the west 1630.00 feet of the west one-half of said section 15.

SUBJECT TO a 10.00' Pacific Northwest Bell Telephone Company easement as per State of Washington Department of Natural Resources agreement no.44823, dated January 3, 1983.

518432

May 10, 2006

EXHIBIT 5

16-9-29
nene ; ne
T1 . T3

15-9-29
nw

May 10, 2006

EXHIBIT 5

1563139
Page: 1 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

FRANKLIN COUNTY ORDINANCE NUMBER 03-99

AN ORDINANCE REGARDING DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REGARDING CERTAIN LAND KNOWN AS TRAC BUSINESS PARK LOCATED IN THE CITY OF PASCO, WASHINGTON

WHEREAS, this ordinance shall be known as Declaration of Protective Covenants and Restrictions regarding TRAC Business Park in Pasco, Washington;

WHEREAS, it is the purpose of this ordinance to subject the property more particularly described in Exhibit "A" attached hereto and incorporated herein, to the conditions, covenants, restrictions, and reservations set forth in the attached Declaration of Protective Covenants and Restrictions, Exhibit "B" to insure proper use and appropriate development and improvement of said property;

WHEREAS, a public hearing having been held on Monday, March 8, 1999, before the Board of Franklin County Commissioners and public testimony having been taken by the Board;

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Franklin County Commissioners that the attached "Exhibit B" Declaration of Protective Covenants and Restrictions is adopted this 8th day of March, 1999.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum, Member

Sue Miller, Member

Attest:
Clerk of the Board

Approved as to form:

By:
Lois M. Wood
Deputy Prosecuting Attorney

1563139
Page: 2 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

EXHIBIT A

The following described real property (property) includes Tracts 1, 2, 3 and 4 together with all roads contiguous to said Tracts of land. Said real estate is described as follows:

TRACT 1 A parcel of land situated in the Northeast quarter of the Northeast quarter of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence South 01°27'05" West, along the East line of said Northeast quarter a distance of 80.34 feet; thence North 88°32'55" West, a distance of 40.27 feet to the Westerly margin of Convention Place Road and being the True Point of Beginning; thence South 01°38'26" West, along said Westerly margin a distance of 339.53 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet a point of tangent and being on the Northerly margin of Rodeo Drive; thence North 88°21'34" West, along said Northerly margin a distance of 611.30 feet to a point of curve; thence along a curve to the left having a central angle of 14°53'21", a radius of 1040.00 feet and an arc distance of 270.26 feet to a point of reverse curve; thence along a curve to the right having a central angle of 89°29'45", a radius of 20.00 feet and an arc distance of 31.24 to a point of tangent and being on the Easterly right of way margin of Road 68; thence North 13°45'10" West, along said Easterly margin a distance of 277.20 feet; thence South 75°59'25" West, a distance of 45.00 feet; thence North 14°00'29" West, and continuing along said Easterly margin a distance of 98.78 feet to a point of curve; thence along a curve to the right having a central angle of 104°15'57", a radius of 20.00 feet and an arc distance of 36.40 feet to a point of tangent and being on the Southerly right of way margin of Burden Road; thence South 89°44'32" East, along said Southerly margin a distance of 1027.55 feet to a point of curve; thence along a curve to the right having a central angle of 91°22'58", a radius of 20.00 feet and an arc distance of 31.90 feet to the True Point of Beginning. (Also known as Tract 1 of Survey No. 523124)

TRACT 2

A parcel of land situated in the Northwest quarter of Section 15, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Exhibit A - 1

03-99

May 10, 2006

EXHIBIT 5

EXHIBIT 5

May 10, 2006

1563139
Page: 3 of 16
03/06/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

Beginning at the Northwest corner of said Northwest quarter; thence South 88°21'34" East along the North line of said Northwest quarter a distance of 1630.01 feet; thence South 01°27'09" West a distance of 59.00 feet to the Southerly right of way margin of Burden Road and being the True Point of Beginning; thence continuing South 01°27'09" West a distance of 2588.27 feet to the Northerly right of way margin of State Highway (SR 182); Thence North 65°56'35" West along said Northerly margin a distance of 968.57 feet; Thence North 53°32'31" West a distance of 32.11 feet; Thence leaving said Northerly margin North 01°27'09" East a distance of 1269.58 feet. Thence North 88°21'34" West a distance of 672.79 feet to the Easterly margin of Convention Place Road; Thence North 01°38'26" East along said Easterly margin a distance of 911.00 feet to a point of curve; Thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on said Southerly margin; thence South 88°21'34" East along said Southerly margin a distance of 1570.20 feet to the True Point of Beginning.

SUBJECT TO easements, reservations and restrictions of record.

Containing 65.02 acres or 2,832,188 square feet.

TRACT 3

A parcel of land situated in the Northeast quarter of Section 16, township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence South 01°27'05" West, along the East line of said Northeast quarter a distance of 1070.01 feet to the True Point of Beginning; thence continuing South 01°27'05: West, a distance of 477.55 feet to the Northerly right of way margin of State Highway (SR 182); thence North 25°29'36" West, along said Northerly margin a distance of 164.55 feet to a point of non-tangent curve; thence along a curve to the left having a central angle of 78°04'15", a radius of 500.00 feet and a chord bearing of North 61°37'43" West, and a chord distance of 629.80 feet to a point of tangent; thence North 69°22'07" West, a distance of 174.84 feet to the Easterly right of way margin of Road 68; thence North 13°45'10" West, along said Easterly margin a distance of 502.35 feet to a point of curve; thence along a curve to the right having a central angle of 90°34'06", a radius of 20.00 feet and an arc distance of 31.61 feet to a point of compound curve and being on the Southerly margin of Rodeo Drive; thence along a curve to the right having a central angle of 14°49'30", a radius of 960.00 feet and a chord bearing of North 84°13'41" East, and a chord distance of 247.70 feet to a point of tangent; thence South 88°21'34" East, along said Southerly margin a distance of 611.30 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius

03-99

1563139
Page: 4 of 16
03/06/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on the Westerly margin of Convention Place road; thence South 01°38'26" West, along said Westerly margin a distance of 530.00 feet; thence South 88°21'34" East, a distance of 43.53 feet to the True Point of Beginning. (Also known as Tract 3 of Survey No. 523124.)

TRACT 4

A parcel of land situated in the Northwest quarter of Section 15, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northwest corner of said Northwest quarter; thence South 01°27'05" West, along the West line of said Northwest quarter a distance of 1070.01 feet the True Point of Beginning; thence South 88°21'34" East, a distance of 36.47 feet; thence North 01°38'26" East, a distance of 80.00 feet; thence South 88°21'34" East, a distance of 672.79 feet; thence South 01°27'09" West, a distance of 1269.58 feet to the Northerly right of way margin of State Highway (SR 182); Thence North 53°32'31" West, along said Northerly margin a distance of 287.30 feet to a point of non-tangent curve; thence along a curve to the right having a central angle of 39°32'00", a radius of 885.00 feet and a chord bearing of north 42°21'35" West, and a chord distance of 598.60 feet to a point of tangent; thence North 25°29'36" West, a distance of 131.92 feet to the West line of said Northwest quarter; thence leaving said Northerly margin North 01°27'05" East, a distance of 477.55 feet to the True Point of Beginning. (Also known as Tract 4 of Survey No. 523124.)

ROADS

All roads adjacent to and contiguous with the above-describe parcels of real property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68 and Convention Place are to the extent that they are adjacent to any of the above-described properties are hereby included as property subject, however, to their use as roadways and subject to their use for right of ways for utilities and irrigation facilities.

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

EXHIBIT 5

1563139
Page: 5 of 18
03/08/1999 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions ("covenants") is made this 18th day of March, 1998, by the COUNTY OF FRANKLIN ("declarant"), a Washington municipal corporation, 1016 N. Fourth Avenue, Pasco, Washington 99301, regarding certain land known as TRAC BUSINESS PARK, in the City of Pasco, Washington.

ARTICLE I
RECITALS

1.1 Declarant is the present record title holder of certain real property situated in the City of Pasco, County of Franklin, State of Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein, which real property is referred to herein as the "property".

1.2 Declarant is desirous of subjecting the property to the conditions, covenants, restrictions and reservations set forth in these covenants to insure proper use and appropriate development and improvement of said property in order to:

A. Promote, encourage and maintain an integrated "community" concept;

B. Protect the owners, tenants and occupants of building sites against improper development and use of surrounding building sites which will depreciate the value and use of their building sites;

C. Assure adequate and reasonably consistent development of the property;

D. Prevent the erection on the property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;

E. Encourage and cause the erection of attractively designed permanent improvements which are appropriately located within the property to achieve a harmonious appearance and function; and

F. Generally promote the welfare and safety of the owners, tenants and occupants of each building site and of the general community.

ARTICLE II
DEFINITIONS

2.1 Definition of Terms.

A. "Building site" shall mean any contiguous parcel or plot of land within the property covered by these covenants whose size and dimensions are established through a

03-99

1563139
Page: 6 of 18
03/08/1999 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

subdivision, short plat, binding site plan or other instrument approved by the city of Pasco or other governing jurisdictions and by declarant in writing, an which description of said parcel or plot of land is reduced to writing, executed, acknowledged and recorded with the Franklin County Auditor and which document designates the parcel(s) or plot(s) of land as a building site for purposes of these covenants.

B. "Declarant" shall mean Franklin County, its successor and assigns.

C. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, structures of any type or kind, or any other change in the property from its natural state.

D. "Mortgage" shall mean and include deeds of trust mortgages, and seller's interest in a real estate contract.

E. "Owner" shall mean the party or parties other than declarant owning fee title to any building site; provided, an owner upon written notice to declarant may assign all or part of its rights, but not duties, hereunder to owner's tenant.

F. "Common area" shall mean any common entry way, signs at the roadway entrances to the property, and any landscaping islands in the roadways and any other areas or improvements designated by declarant or the architectural and landscaping review committee.

ARTICLE III
PERMITTED USES AND PERFORMANCE STANDARDS

3.1 No Offensive Uses. No noxious, hazardous or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which is or may become an annoyance or nuisance to the owner, tenant or occupant of any other building site within the property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No hazardous wastes or substances (as defined by federal and/or Washington state laws or regulations) shall be transported to any building site for the purpose of disposing or storage.

3.2 Performance Standards. Building sites shall be utilized only for uses permitted under applicable zoning classifications, uses and restrictions reflected in the Pasco Municipal Code, including any amendments thereto. The architectural and landscaping review committee, in its sole discretion, shall have the right to impose more restrictive use and performance standards in order to insure proper use and appropriate development and improvement of the property. Performance standards as may be added by the architectural and landscape review committee include, but are not limited to, construction scheduling and time of completion of improvements and modifications upon any building site.

ARTICLE V
REGULATION OF IMPROVEMENTS

4.1 Improvements Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications thereof has been approved by the architectural and landscaping review committee as more fully set forth in Article VI of these covenants.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 7 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

4.2 Setbacks. At a minimum, all setbacks shall be prescribed by the zoning regulations contained in the Pasco Municipal Code.

4.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described below. Each owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each owner and tenant for customers and visitors. The location, number and size of parking spaces shall be in accordance with the zoning classifications as set forth in the Pasco Municipal Code and further subject to approval by the architectural and landscaping review committee pursuant to Article VI hereof. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage and shall be subject to the approval of the architectural and landscaping review committee. No owner, tenant or employee of owner or tenant shall place an unattended vehicle on the building site for a continuing period in excess of 36 hours.

4.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard or front portion of a building site. Proper visual screening must be provided between truck loading and receiving areas and any street as provided by the applicable zoning classifications and subject to approval by the architectural and landscaping review committee.

4.5 Outside Storage: Except as previously authorized by the Architectural Committee, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building. Facilities for waste and rubbish storage shall be properly screened and shall not be installed, constructed or utilized without the prior written approval of the architectural and landscaping review committee.

4.6 Landscaping.

A. Approved Plan. All building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the architectural and landscaping review committee prior to any development of each building site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types and sizes of trees, hedges and shrubs and information regarding other customary landscape treatment for screening. All landscaping plans also shall include an automatic underground sprinkling system for grasses or other plants requiring irrigation. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the architectural and landscaping review committee. All plans must at a minimum include landscaping around the entire perimeter of the building site and meet the landscaping requirements contained in the zoning regulations of the Pasco Municipal Code.

B. Landscaping Installation. All landscaping required hereunder, or otherwise to be provided on any building site, shall be completed within ninety (90) days after substantial completion of the construction of a building or other improvement to be constructed on the building site. If weather conditions do not allow timely completion, then such building site owner shall notify the architectural and landscaping review committee in writing that such landscaping cannot be completed within the ninety (90) day period, and the architectural and landscaping review

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 8 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

committee may issue an extension, in writing, upon good cause shown. The required landscaping shall be completed as soon thereafter as weather conditions permit, and the owner shall notify the architectural and landscaping review committee immediately upon such completion. If any owner fails to undertake and complete its landscaping within the ninety (90) days period set forth above or any extension thereof, then either the architectural and landscaping review committee or declarant, at its option, after giving the owner ten (10) days prior written notice, may undertake and complete the such landscaping because of the failure of an owner to complete the same, and the costs of such landscaping shall be assessed against the owner. If such landscaping assessment shall not be paid within thirty (30) days after written notice of such assessment from the architectural and landscaping review committee or declarant to said owner, then said assessment will constitute a lien on the building site and may be enforced as set forth in Article VIII, Paragraph 8.3 hereof.

C. Landscape Maintenance. Each owner, tenant or occupant of a building site shall be responsible for the landscape maintenance of its building site in a uniform, high quality, first-class manner, and it may contract to have such work performed by an independent landscape maintenance contractor. However, in the event that the landscape maintenance performed by such owner, tenant or occupant, or its contractor, is not in compliance with the landscaping maintenance standards established by the architectural and landscaping review committee and such landscape maintenance is not brought in compliance with such standards within thirty (30) days (or such longer period of time as designated by declarant or the architectural and landscaping review committee, in their sole discretion) of the receipt of written notice from declarant or said committee setting forth the particulars of such noncompliance, then declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agent), in its sole discretion, may enter upon the building site and undertake such landscape maintenance. All costs of such landscape maintenance undertaken by declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agents), shall be assessed against the building site upon such landscape maintenance is performed, and failure to pay such assessment shall constitute a lien against the building site enforceable pursuant to Article VIII, Paragraph 8.3 hereof.

4.7 Maintenance. Each owner of a building site shall keep its building improvements and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each owner, tenant or occupant at its own expense shall remove any rubbish or trash of any character which may accumulate on its building site. Rubbish, trash, garbage or other waste shall be kept in sanitary covered containers of either metal or rigid plastic. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the property by burning in open fires. Any building exterior which is painted must at a minimum be repainted every five (5) years.

4.8 Signs.

A. Each improved building site shall be allowed signs in accordance with the zoning regulations for the property as set forth in the Pasco Municipal Code and as approved and designed by the architectural and landscaping review committee.

B. Flashing, temporary, moveable or moving signs shall not be permitted, except as may be permitted and approved in writing, in advance of use or installation, by the architectural and landscape review committee.

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

1563139
Page: 9 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

C. All proposed plans for signs to be erected, including details of design materials, location, size, height, color and lighting, shall require the prior written approval of the architectural and landscaping review committee before erection. All signs must be consistent with and complimentary to other signs located on the property.

D. The provisions with respect to signs contained in paragraph 4.8, shall not apply to signs identifying the land as a business park.

4.9 Utility Connections. All utility lines and connections shall be underground. Transformer and utility meters of any type shall be adequately screened from view and all installations of transformer and/or meters shall require the written approval of the architectural and landscaping review committee before installation. The architectural and landscaping review committee shall have the right to require any owner to grant easements for utilities within the setback area of his building site for the benefit of other owners.

4.10 On-Site Drainage. Each building site owner shall be required to provide adequate drainage facilities, including on-site detention and metered releases of storm water runoff resulting from precipitation. The amount of detention shall be at least equivalent to the estimated change in store water runoff resulting from the placement of buildings and parking areas on building site. The estimated change in storm water runoff between historical (undeveloped) conditions and developed conditions shall be measured as the increased flow resulting from changes in the coefficient of storm water runoff and the time of concentration. An engineer's response comparing the before and after conditions and recommending methods of detention and adequate methods of drainage shall be submitted by the owner to the architectural and landscaping review committee for plans and specifications for any building as herein provided. The architectural and landscaping review committee may approve detention through ponding storage of storm water on roof tops, in parking areas, in the landscaping areas, in graded drainage swales and/or by other approved methods.

4.11 Water and Sewage. Each building site owner shall be required to connect to all water and sewer lines and satisfy all health and governmental water and sewage treatment requirements.

4.12 Antennas and Satellite Dishes. No antennae shall extend more than ten (10) feet over the roof of any building. Any satellite dishes erected shall be screened so as to not be visible from any roadway.

ARTICLE V
BUILDING STANDARDS

5.1 Construction. Construction or alterations of all buildings within the property shall meet the standards as set forth in these covenants. In addition, the following standards shall apply:

A. Fire Resistant. All buildings shall be of fire resistant construction. Construction shall include an automatic sprinkler system which meets the standards of the insurance services office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any other building built

03-99

1563139
Page: 10 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

upon the property.

B. Equipment. No heating, air conditioning, electrical or other equipment or apparatus shall be installed on the roof of any building or structure or hung on the exterior walls unless the same is screened, covered and installed in a manner which shall be first approved in writing by the architectural and landscaping review committee.

C. Exterior. All buildings shall be constructed with an exterior finish consisting of metal, brick, aggregate or masonry veneer, stucco, glass or such other materials as are first approved in writing by the architectural and landscaping review committee. Notwithstanding any provisions contained herein to the contrary, the architectural and landscaping review committee reserves the right, in its sole discretion, to approve or disapprove all exterior finish materials. No prefabricated corrugated metal construction shall be approved or permitted.

D. Screening. All screening called for herein shall be constructed of materials similar and of like nature to the buildings located on the building site and be of similar architectural design and appearance.

5.2 Zoning Restrictions. In the event of any overlap or conflict between any requirements of these covenants and the requirements of the zoning or building codes of the City of Pasco, Washington, the more stringent or restrictive requirement shall govern.

5.3 Adjacent Zoning. It is recognized that these covenants apply to the real property described in Exhibit "A" and may be extended to apply to adjacent tracts of land controlled by the declarant. Declarant specifically reserves the right that these covenants shall not limit, nor prohibit declarant from authorizing any legal use of adjacent properties, including use for recreational vehicle parks, camping facilities, and attendant structures, services and business providing services to recreational vehicle parks and camping facilities.

ARTICLE VI
APPROVAL OF PLANS

6.1 Architectural and Landscaping Review Committee. There is hereby established an architectural and landscaping review committee whose members shall be appointed by the declarant. This committee shall consist of three (3) members. The members shall consist of: one member appointed by the Franklin County Board of Commissioners; one member appointed by the City Council of Pasco; and one member appointed by the landowners.

Members of the architectural and landscaping review committee shall serve a term of two (2) years and each member may serve consecutive and/or succeeding terms if so appointed. The affirmative vote of two (2) members shall constitute the action of the architectural and landscaping review committee. Replacement members shall be appointed in the same manner as set forth in the preceding paragraph. Each owner shall have one vote for each acre or portion of acre owned, and the vote of a majority of the owners for the appointment of the member appointed by the landowners shall be required to appoint said member or said member's replacement. Any owner may nominate a person for the position subject to said election. Election shall occur within thirty (30) days of a vacancy and shall be done by first class mail. The remaining committee members shall conduct the election and tabulate the results.

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

EXHIBIT 5

1563139
Page: 11 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, MA

6.2 Required Approvals. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications with respect thereto have been submitted to and approved in writing by the architectural and landscaping review committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number of employees, and such other information as may be requested by said committee. All plans and specifications shall be submitted in manner and form satisfactory to the architectural and landscaping review committee and in writing over the signature of the owner of the building site or the owner's authorized agent. The architectural and landscaping review committee shall have the right to charge an owner a reasonable fee, which shall be initially set at two hundred fifty dollars ($250.00) for the review of original plans and specifications submitted to the architectural and landscaping review committee and a reasonable fee, which shall be initially set at one hundred dollars ($100.00) for additional plans and specifications (or the resubmission of disapproved plans and specifications) submitted by an owner with respect to such owner's building site. Any change (whether at the owner's initiative or to comply with code or permit requirements) shall require approval of the architectural and landscaping review committee.

6.3 Approval Criteria. Approval shall be based, among other things, on the following: adequacy of building site dimensions; conformity and harmony of external design and materials with neighboring structures; effect of location and use of improvements of neighboring building sites, operations and uses; relation to topography, grade and finished ground elevation of the building site being improved to that of neighboring building sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and intent of these covenants and the applicable zoning regulations as may be amended from time to time. The architectural and landscaping review committee shall not arbitrarily or unreasonably withhold is approval of such plans and specifications. Upon disapproval by the committee, the owner shall not take any further action regarding the proposed improvement until revising, resubmitting and obtaining the approval of such revised plans and specifications by the architectural and landscaping review committee.

6.4 Review Period. If the architectural and landscaping review committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. However, the restrictions contained in Article IV must be complied with even if no response is given by the architectural and landscaping review committee. The architectural and landscaping review committee shall notify the owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day period shall commence on the date all required information was received by the committee.

6.5 No Liability. Neither the architectural and landscaping review committee, declarant, nor their respective successors or assigns shall be liable in damages to anyone with regard to any restrictions, standards or requirements contained in these covenants and/or to anyone submitting plans to them for approval, or to any owner of land affected by these covenants, by reasons of mistake or difference in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications.

03-99

1563139
Page: 12 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, MA

ARTICLE VII
ENFORCEMENT

7.1 Abatement and Suit. The covenants, including all conditions, covenants, restrictions and reservations, contained herein shall run with the land and be binding upon and inure to the benefit of declarant and the owners of every building site within the property. These covenants may be enforced as provided hereinafter by declarant acting for itself, or by the architectural and landscaping review committee on behalf of all owners. By acquiring an interest in the property, each owner irrevocably appoints declarant (or the architectural and landscaping review committee if declarant so designates) as the owner's attorney-in-fact for enforcement and all other purposes. If declarant and the architectural and landscaping review committee fail to take corrective action within thirty (30) days after an owner notified declarant (or the architectural and landscaping review committee if declarant so designates) in writing of a claimed violation of these covenants, then (and only in that event) an owner at his own cost and expense, may separately enforce these covenants as hereinafter provided. Violation of any term or provision herein contained shall give declarant and/or the architectural and landscaping review committee the following cumulative rights: to enter upon the portion of the property wherein said violation exists and to summarily abate and remove at the expense of the owner thereof any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; to institute a proceeding at law or in equity against the owner or owners who have violated or are attempting to violate any of the terms and provisions of these covenants and to enjoin or prevent them from continuing to do so; or otherwise to cause said violation to be remedied and/or to recover damages for said violation. All costs of abatement, removal or remedying of the violation shall be assessed against the building site and failure to pay such assessment shall constitute a lien enforceable against the building site pursuant to Article VII, paragraph 7.3.

7.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant or occupant shall be applicable against ever such violation and may be exercised by declaration and/or the architectural and landscaping review committee. In the event of any violation or the threatened violation of these covenants or any part thereof, any person or entity, authorized to enforce these covenants, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a court of competent jurisdiction in addition to all other remedies set forth herein.

A. Attorney's Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, or any provisions hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.

B. No Waiver. The failure of declarant and/or the architectural and landscaping review committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and declarant and/or the architectural and landscaping review committee shall not be liable therefore.

7.3 Enforcement Assessments. The owner of each building site shall, within thirty (30)

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

1563139
Page: 13 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

days after the date upon which a notice of assessment is made or delivered to such owner, remit the amount of such assessment to declarant or the architectural and landscaping review committee, as the case may be. Assessments shall include but not be limited to the following:

A. Assessment arising from completion of landscaping in accordance with Article IV, paragraph 4.6B above;

B. Assessments arising from landscaping maintenance of said owner's building site which was performed in accordance with Article IV, paragraph 4.6C; and/or

C. Assessments arising from abatement, removal or remedying violations in accordance with Article VII, paragraph 7.1 above.

Any assessment not paid within the aforesaid thirty (30) day period shall bear interest from and after said thirty (30) day period at the rate of twelve (12) percent per annum until paid. All assessments not paid as set forth herein, plus accrued interest thereon, shall constitute a lien on the building site superior and prior to all other liens and encumbrances, except those liens for general taxes and special assessment liens, and except all liens unpaid on any mortgage of record. To evidence the lien created under these covenants, declarant or the architectural and landscaping review committee shall prepare written notice (the "notice") setting forth the amount of such unpaid assessment, the name of the owner or the reputed owner of the building site and a legal description of such building site. The notice shall be signed by declarant or a member of the architectural and landscaping review committee and shall be recorded in the office of the clerk and recorder for Franklin County (or to the appropriate office for recording real property records) after having been mailed to the owner or reputed owner of the building site in default not less than thirty (30) days prior to such recording. The lien for the unpaid assessment shall attach from the date of the recording of the notice. Any such lien may be enforced by the foreclosure upon the building site in the same manner as real property is foreclosed under the laws of the State of Washington. In any such foreclosure, the owner of the building site which is being foreclosed shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and filing of the notice as provided herein and in connection with the foreclosure. Declarant or any member of the architectural and landscaping review committee, as the case may be, shall have the power to bid on the building site being foreclosed. Declarant or the architectural and landscaping review committee shall notify any mortgagee of the building site being foreclosed if such encumbrancer has its address of record in the encumbrance document or otherwise furnishes it address in writing to declarant or the architectural and landscaping review committee. Any mortgage holding a lien on the building site may, but shall not be required to, pay any unpaid assessment and upon such payment, the mortgagee shall have a lien on the building site for the amount paid with the same priority as the lien of declarant or the architectural and landscaping review committee. If a mortgagee forecloses mortgage, the mortgagee or its purchaser shall not be liable for the unpaid assessments chargeable to the foreclosed building site which became due prior to such possession. All unpaid assessments against the foreclosed building site shall become a new assessment to be pro rata reassessed and paid by all other building site owners, including the mortgagee or its purchaser.

The assessment amount against each building site also shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same.

03-99

1563139
Page: 14 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

7.4 Certificate of Compliance. Upon written request of any owner, mortgagee, prospective owner, tenant or prospective tenant of a building site, and upon payment of a reasonable fee not to exceed Fifty Dollars ($50.00), declarant or the architectural and landscaping review committee shall issue an acknowledged certificate in recordable form setting forth the amounts of unpaid assessments under these covenants, if any, and setting forth generally whether or not said owner is in violation of any of the terms and conditions of these covenants. The certificate shall be conclusive upon declarant or the architectural and landscaping review committee in favor of the persons to whom addressed if they rely thereon in good faith. The certificate shall be furnished by declarant or the architectural and landscaping review committee within ten (10) days from the receipt of a written request therefore. If declarant or the architectural and landscaping review committee fails to furnish such statement within said ten (10) days, it shall be conclusively presumed there are no unpaid assessments relating to the building site as to which the request was made and that said building site is in conformance with all of the terms and provisions of these covenants.

ARTICLE VIII
TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

8.1 Term. These covenants, including every provision, condition, restriction and reservation contained herein, shall continue in full force and effect until January 1, 2045, and shall thereafter be automatically extended unless and until otherwise terminated or modified as provided below.

8.2 Termination and Modification. This declaration or any provision, covenant, condition, restriction or reservation contained herein, may be terminated, extended or amended as to the whole of said property or any portion thereof by declarant alone if it still owns fee title to any portion of the property or by the prior written consent of the owners of seventy-five percent (75%) of the property. Provided, no amendment shall impose more restrictive conditions than those set forth herein; and provided, further, any termination, extension or amendment shall be immediately effective when reduced to writing and executed and acknowledged by the appropriate parties (declarant alone or the requisite number of owners including the declarant if required) and when said writing is recorded in the office of the County Auditor of Franklin County, State of Washington.

8.3 Assignments of Declarant's Rights. Any and all of the rights, powers and reservations of declarant herein contained may be assigned in whole or in part by declarant to any person, corporation or association. Upon any such person, corporation or association evidencing its consent in writing to such assignment, it thereafter shall assume and have the same rights and powers as are given to by declarant herein. Upon such assignment, declarant shall be relieved from all obligations and duties hereunder. Further, declarant shall be relieved automatically from all obligations and duties hereunder upon declarant's sale or other transfer of all its fee interest in the property, whereupon the architectural and landscaping review committee shall exercise all rights, powers and duties of declarant under these covenants.

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

1563139
Page: 15 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO GRDIN 23.00 Franklin Co, WA

ARTICLE IX
MISCELLANEOUS

9.1 Partial Invalidity. All of the conditions, covenants, restrictions and reservations contained in this declaration of protective covenants shall be construed together, but if it shall at any time be held that any one or more of said conditions, covenants, restrictions and/or reservations or any part thereof is void, invalid or unenforceable, then the same shall be affected nor impaired thereby.

9.2 Liability for Assessments. Assessments upon the property shall be a liability against the property and upon sale of any portion of the property, including a building site, the owner so selling shall not have any further liability for the obligations thereon which accrue against the parcel sold after the date of conveyance, but nothing herein shall relieve an owner of any building site from liability for any assessments or other obligations incurred pursuant to these covenants prior to such sale. Upon such sale, the purchaser of the property shall become liable for any assessments or other obligations incurred pursuant to these covenants. Said assessments shall include, but not be limited to, LIDs and other improvement assessments against the property. Additionally, notwithstanding the above, upon the sale of the property by declarant, being Franklin County, State of Washington, all assessments against the property of every kind and nature, regardless of a date assessed or accrued, shall pass with the conveyance and shall become a liability of the purchaser upon conveyance, both past and future, and the purchaser shall be responsible for all said payments, delinquent or nondelinquent, accrued or not accrued, and shall pay the same in a timely manner. The terms of the preceding sentence may be waived only by specific authorization and written agreement to retain or maintain liability by the declarant, Franklin County.

9.3 Benefits and Burdens. The terms and provisions contained in these covenants shall bind and inure to the benefit of declarant, the owners of all building sites located within the property, and their respective heirs, successors, personal representatives and assigns.

9.4 Notice. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: if intended for a building site owner (1) to the address of the building site, if improved; (2) to the address set forth in the purchase and sale agreement or purchase and sale agreement application if the building site is not improved; or (3) if neither of the foregoing applies, then to the last known address of owner. If intended for declarant, then to the address designated by the declarant from time to time.

9.5 Singular and Plural Headings. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Paragraph headings have been inserted solely for convenience and shall not be considered a part of these covenants for any purpose relating to the interpretation or construction of these covenants.

9.6 Applicable Law. These covenants shall be construed and enforced in all respects under the laws of the State of Washington.

03-99

1563139
Page: 16 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO GRDIN 23.00 Franklin Co, WA

9.7 Other Agreements and Declarations. Nothing in these covenants shall modify or relieve any owner or other person from complying with obligations under any declarations for roadway easements or other easements or other agreement affecting the property or portions thereof which are recorded and/or entered into with an owner.

IN WITNESS WHEREOF, Franklin County has executed this instrument the day and year first above written.

FRANKLIN COUNTY

By: _____

By: _____

By: _____

STATE OF WASHINGTON)
):ss.
County of Franklin)

I certify that I know or have satisfactory evidence that Neva J. Corkrum, Sue Miller, and Frank H. Brock are the Commissioners of FRANKLIN COUNTY and signed this instrument on its behalf, and acknowledged it to be the free and voluntary act for said corporation, for the uses and purposes mentioned in the instrument.

DATED this 8th day of March, 1999.

_____
Notary Public in and for the
State of Washington,
residing at Pasco
Hazel Hanson
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 4/19/99

03-99

SCHEDULE OF EXCLUSIONS FROM COVERAGE

EXHIBIT 5

May 10, 2006

The matters listed below each policy form are expressly excluded from the coverage of that policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason thereof.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CLTA STANDARD COVERAGE LOAN POLICY 1990

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, prohibiting regulating, or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy.
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances of governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE WHICH ISSUED THE COMMITMENT, AND A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) REFERRED TO IN THIS COMMITMENT WILL BE FURNISHED PROMPTLY UPON REQUEST.

EXHIBIT 5 May 10, 2006

AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE (10/22/03)

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on the Land
   e. Land division
   f. environmental protection

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

   This Exclusion does not limit the coverage described in Covered Risk 14, 15 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appeared in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

SCHEDULE B GENERAL EXCEPTIONS

The matters listed below each policy form are expressly excepted from the coverage of that policy and that policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – STANDARD COVERAGE AND CLTA STANDARD COVERAGE LOAN POLICY

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under workmen's compensation acts, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – EXTENDED COVERAGE

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Underground easements, servitudes or installations which are not disclosed by the public records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA LOAN POLICY (10/17/92) and ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)

No general exceptions appear in these policy forms.

EXHIBIT 5
May 10, 2006

COMMITMENT FOR TITLE INSURANCE

Issued by **Transnation Title Insurance Company**

LandAmerica Transnation

Transnation Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company.

TRANSNATION TITLE INSURANCE COMPANY

Attest: Secretary

TRANSNATION TITLE INSURANCE COMPANY INCORPORATED SEPT. 16, 1992 ARIZONA

By: President

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

EXHIBIT 5
May 10, 2006

Form B 1004-248

COMMITMENT FOR TITLE INSURANCE

American Land Title Association (1966)

Issued by

Transnation Title Insurance Company

Transnation Title Insurance Company
is a member of the LandAmerica family of title insurance underwriters.

LandAmerica Transnation

LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
telephone, toll free: 800 446-7086
www.landam.com

Cascade Title Company

of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 99336
PHONE (509) 783-0660 • TITLE FAX (509) 783-0675
ESCROW FAX (509) 783-6612

Agent for

Transnation Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

EXHIBIT 5 May 10, 2006

Schedule A

Order No.: **P175258CH**
Escrow Officer: **PAM WILSON**

Re.: **FRANKLIN COUNTY WASHINGTON**

1. Effective Date: **April 7, 2006** at **8:00 A.M.**

2. Policy or policies to be issued:

   a. **ALTA Owner's Policy - Standard Coverage (10-17-92)** Amount **$TO COME**
   Proposed Insured:
   TO BE DETERMINED

   b. **None** Amount $
   Proposed Insured:

   c. **None** Amount $
   Proposed Insured:

PREMIUM INFORMATION:

A.	**Subdivider Rate**	**$**	**TBD**	Tax: **$**	Total: **$**
B.		**$**		Tax: **$**	Total: **$**
C.		**$**		Tax: **$**	Total: **$**

3. The estate or interest in the land described herein and which is covered by this commitment is:

   FEE SIMPLE

4. The estate or interest referred to herein is at Date of Commitment vested in:

   FRANKLIN COUNTY WASHINGTON, a municipal corporation

5. The land referred to in this Commitment is situated in the State of Washington and is more fully described as follows:
   SEE ATTACHED EXHIBIT A

Countersigned: _____
Casey Hart

CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES

casey@cascadetitlecompany.com

COMMITMENT FOR TITLE INSURANCE

Schedule B

Order No.**P175258CH**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. Any policy issued pursuant hereto will contain the Exclusions From Coverage and, under Schedule B, the standard exceptions as set forth and identified as to the type of policy on the attached Schedules of Exclusions and Exceptions.

SPECIAL EXCEPTIONS:

1. **LIEN of real estate excise sales tax upon any sale of said premises, if unpaid;**
   Located in: Pasco
   Excise Tax Rate: 1.53%

2. **THE COUNTY ASSESSOR'S office records indicate that the general taxes for the year 2006, are EXEMPT;**
   Tax Account No.: 117-490-109

3. **LIABILITY FOR GENERAL PROPERTY TAXES for the Purchaser's prorated portion of the year 2006, due to the transfer of exempt property to private ownership.**

4. **EXCEPTIONS AND RESERVATIONS contained in Deed;**
   From: The United States of America
   Recorded: September 24, 1975
   Recording No.: 355417

   As follows:
   A right-of-way thereon for ditches or canals constructed by authority of the United States.

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

5. **EASEMENT, including the terms, covenants and provisions thereof;**
   Recorded: May 3, 1976
   Recording No.: 360350
   In favor of: Franklin County, Washington
   ***For*: Operation, use and maintenance of a road**

6. **RELINQUISHMENT of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said premises and the highway or highways to be constructed on lands condemned by proceedings under United Stated District Court Eastern District of Washington;**
   Cause No.: C-820085-RJM
   By: The State of Washington

CONTINUED

SCHEDULE B - continued

Order No.: **P175258CH**

7. **TERMS, CONDITIONS AND PROVISIONS as contained in that certain Quit Claim deed instrument, entered into;**
   Recorded: October 5, 1990
   Recording No.: 474776
   In favor of : City of Pasco

8. **RESERVATION OF MINERALS OR MINERAL LANDS, access rights and use of surface area for mining operations, contained in Deed;**
   From: Glacier Park Company
   Recorded: October 16, 1990
   Recording No.: 474972

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

9. **EXCEPTIONS AND RESERVATIONS contained in Deed whereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;**
   From: The State of Washington
   Recording No.: 502470

   RIGHT OF THE STATE OF WASHINGTON or any grantee or lessee thereof, upon paying reasonable compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals, or other products from this and other property, as reserved in the Deed referred to above.

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

10. **EASEMENT, including the terms, covenants and provisions thereof;**
    Recorded: October 4, 1993
    Recording No.: 502470
    For:
    a) Easement for a right of way fo rburied telephone cable granted to Pacific Northwest Bell telephone Company on January 3, 1983 under Application No. 44823 for an indefinite term:

    b) Easement for a right of way for a county road granted to Franklin county on Februrary 10, 1975 under application No. CR 3089 for an indefinite term;

    c) Easement for a right of way for a county road granted to Franklin County on December 31, 1935 under Application No. CR 1537 for an indefinite term;

    d) Easement for a right of way for a road granted to City of Pasco on December 7, 19990 under Application No. 48469 for indefinite term;

    e) Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982 under Application No. SR-1194 for an indefinite term.

    f) Pending application for a right of way for a state road filed by the Department of Transportation on April 17, 1987 under Application No. SR-1260.

CONTINUED

SCHEDULE B - continued

Order No.: **P175258CH**

11. **RIGHT OF WAY EASEMENT, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;**
    Recorded: February 23, 1995
    Recording No.: 518429
    In favor of: *Public Utility District No. 1 of Franklin County, Washington, a municipal corporation*

12. **EASEMENT(S) delineated on the face of survey No. 523124 and 1594575;**
    For: P.U.D. and telephone

13. **COVENANTS, CONDITIONS AND RESTRICTIONS contained in Declaration of Restrictions;**
    Recording No.: 1563139

14. **NOTES as contained on the face of said Binding Site Plan No. 2001-2006;:**

EXHIBIT 5 May 10, 2006

a) No direct access in permitted form any lot of this binding site plan to Road 68.

b) Rodeo Drive will be restricted to right tin and right out traffic movements to and from Road 68.

c) The landscape drainage swale and cul de sac in convention place must be installed prior to or in conjunction with the issuance of a building permit for lots abutting the areas lacking these improvements.

15. **NOTES as contained on the face of said Plat, as follows:**

a) No direct access is permitted from lots 1 and 2 of this binding list plan to Road 68

b) Rodeo Drive will be restricted to right in and right our traffic movements to and from Road 68.

c) Franklin P.U.D. 's Note
The owner named hereon is responsible for providing and installing all trench, conduit, primary vaults, secondary junction boxes, and backfill for the P.U.D.'S primary and secondary distribution system in accordance with P.U.D. specifications. Said owner will make full advance payment of line extension fees and will provide said owner will make full advance payment of line extension fees and will provide all necessary utility easements Prior to P.U.D. construction and/or connection of electrical service to the Plat.

d) City of Pasco vertical datum reference: PSI #23-2 Brass cap at intersection of Burden Blvd. and Road 68 place, elevation = 506.96.

e) Street addresses will be assigned at the time building permits are issued.

f) water and sewer service are available from Rodeo Drive Only.

g) Lots 1, 2, 3 and 4 in this binding site plan shall participate in reciprocal access and utility easements and share common access parking, storm water retention and circulation rights.

h) At the time lots are developed, all abutting roads and utilities shall be improved to City standards as directed by the city engineer. If Lots 2 and/or 4 develop prior to Lots 1 and 3, Street improvements along road 68 and/or Rodeo Drive will be required as directed by the City engineer.

END OF SCHEDULE B

COMMITMENT FOR TITLE INSURANCE

Schedule C

Order No. **P175258CH**

The following matters will not be listed as Special Exceptions in Schedule "B" of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule "B" of the Policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule "B", excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the Policy.

NOTES AND REQUIREMENTS:

A. Requirements: Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

EXHIBIT 5 May 10, 2006

B. In the event this transaction fails to close a minimum cancellation fee of **$50.00** + **$4.15** sales tax will be charged for services rendered in accordance with our rate schedule unless otherwise specified.

C. This Commitment shall not obligate the Company to issue any Endorsement. All Endorsements to be issued must be agreed to by the Company and appropriate for the estate insured.

D. Any sketch or map enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

E. Unless otherwise requested, the forms of policy to be issued in connection with this commitment will be ALTA 1992 policies, or, in the case of standard lender's coverage, the CLTA Standard Coverage Policy - 1990. The policy committed for or requested may be examined by inquiry at the office which issued the commitment. A specimen copy of the policy form(s) referred to in this commitment will be furnished promptly upon request.

F. The specific discounted rate classifications applied to the owner's policy, and/or lender's policy requested for this transaction, are disclosed in "Schedule A" of the preliminary commitment. Other discounted rate classifications may apply, including the:

Short Term Rate
Prior Title Evidence Rate
Builder's, Subdivider's and Developer's Rate
Simultaneous Issue Rate
Refinance, Mortgage Reorganization, Junior Mortgage Rate
Special Project Rate

Attached in "Exhibit R" is a brief description of these rates. PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES. You may reach your title officer at 509-783-0660

ADDITIONAL NOTES AND REQUIREMENTS:

A. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed will be subject to such matters as may be found by a search of the records against said names.

END OF SCHEDULE C

NOTE: In the event that the Preliminary Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection upon request.
CH/hk

EXHIBIT A

Order No.: **P175258CH**

A parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 east, Willamette Meridian, Franklin County, Washington, described as follows.

Commencing at the Northeast corner of said Northeast Quarter; thence South 01°27'05" West, along the east line of said Northeast Quarter, 520.00 feet; thence North 88°21'34" West, 281.72 feet to a point on the Southerly margin Rodeo Drive and the True Point of Beginning; thence South 01°38'26" East, 301.72 feet; thence North 88°21'34" West, 305.00 feet; thence North 01°38'26" East, 301.72 feet to a point on the Southerly margin or Rodeo Drive; thence South 88°21'34" East along said Southerly margin, 305.00 feet to the True Point of Beginning. (Also know as Lot 3, Binding site plan 2006-02 recorded under Auditors File No. 1676945).

EXHIBIT 5 May 10, 2006

EXHIBIT "R"

DISCOUNTED RATE DISCLOSURE ADDENDUM

The specific discounted rate classifications applied to this transaction, are disclosed in Schedule A of the preliminary commitment. Other discounted rate classifications may apply, including the:

Builder's, Subdivider's & Developer's Rate

When an insured owner places an order for title insurance for a specific project on land which has been or is to be divided into four or more parcels of land. This rate applies also for lender's policies insuring a development loan and for the sale of a subdivided lot.

When a lender's policy is issued insuring a lien of a mortgage for financing the construction of residential or condominium units.

When an owner's policy is issued insuring the sale or lease of residential or condominium units.

EXHIBIT 5 May 10, 2006

Simultaneous Issue Rate

When any policy is issued simultaneously with a policy and one policy contains the provision that any loss payment or claim paid thereon shall reduce pro tanto the Company's liability under the other policy or policies.

Short Term Rate

If an owner's, purchasers, mortgagees, or leasehold policy has been issued by any title insurer, and an order for title insurance is placed within three (3) years following the date of the prior policy.

Refinance, Mortgage Reorganization/Junior Mortgage Rate

When a Lender's or Purchaser's Policy has been issued and a new loan on the same property is executed by the same borrower(s).

Special Project Rate

An application for a title insurance policy having a liability of $1,000,000.00 or more.

Prior Title Evidence Rate

If at any time an order for title insurance is placed, a copy of the then owner's policy of title insurance is submitted.

PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES.
You may reach your title officer at (509) 783-0660

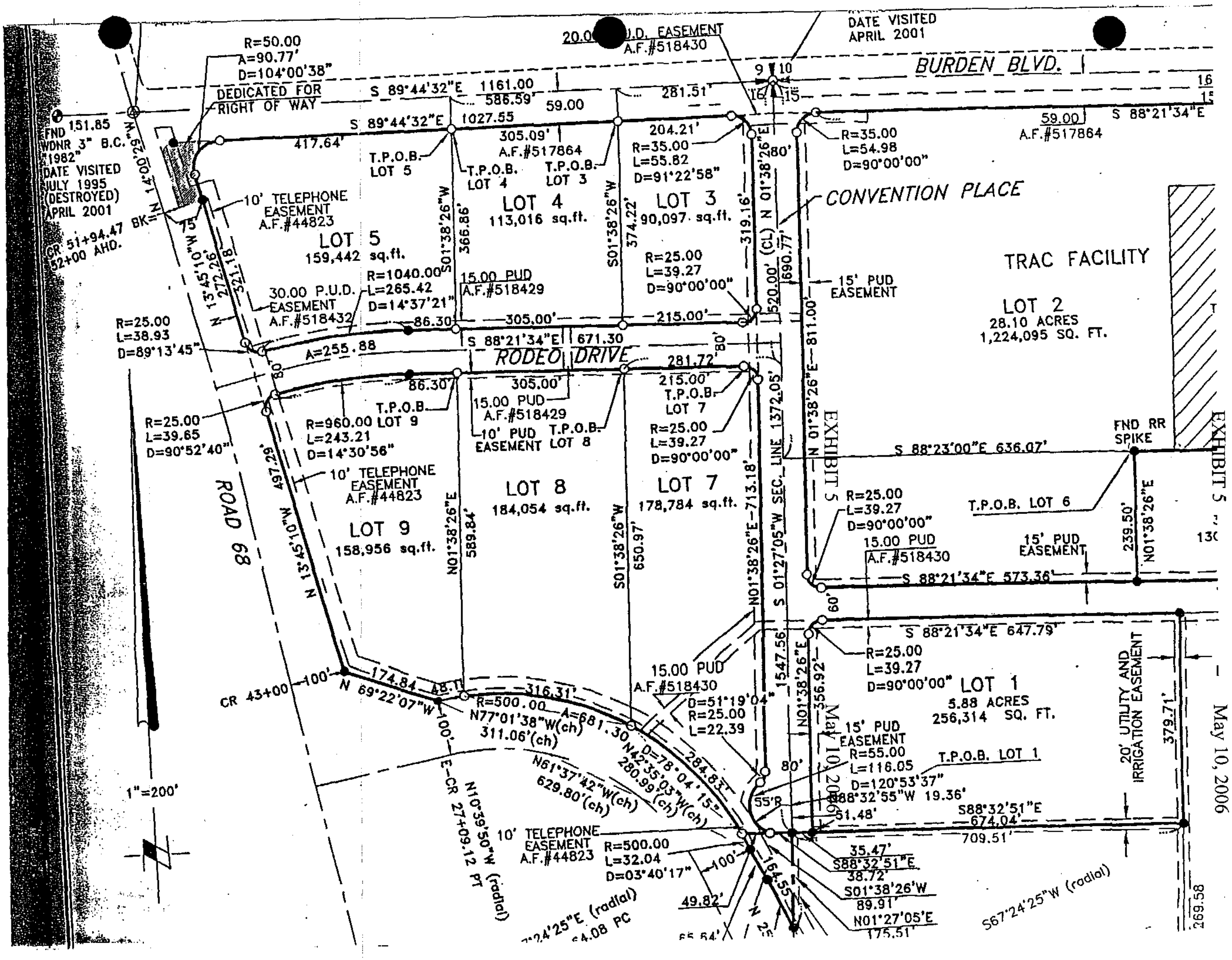

DATE VISITED APRIL 2001
BURDEN BLVD.
DEDICATED FOR RIGHT OF WAY
R=50.00
A=90.77'
D=104°00'38"
S 89°44'32"E 1161.00
586.59'
59.00
281.51'
S 89°44'32"E 1027.55
417.64'
305.09'
A.F.#517864
204.21'
R=35.00
L=55.82
D=91°22'58"
T.P.O.B. LOT 5
T.P.O.B. LOT 4
T.P.O.B. LOT 3
FND 151.85 WDNR 3" B.C. "1982" DATE VISITED JULY 1995 (DESTROYED) APRIL 2001
CR 51+94.47 BK=N 14°00'26"W 52+00 AHD.
10' TELEPHONE EASEMENT A.F.#44823
LOT 5
159,442 sq.ft.
LOT 4
113,016 sq.ft.
LOT 3
90,097 sq.ft.
S01°38'26"W 366.86'
S01°38'26"W 374.22'
319.16'
N 01°38'26"E 280'
R=35.00
L=54.98
D=90°00'00"
59.00
A.F.#517864
S 88°21'34"E
CONVENTION PLACE
N 13°45'10"W 272.26'
321.18'
R=1040.00
L=265.42
D=14°37'21"
30.00 P.U.D. EASEMENT A.F.#518432
15.00 PUD A.F.#518429
R=25.00
L=39.27
D=90°00'00"
15' PUD EASEMENT
TRAC FACILITY
LOT 2
28.10 ACRES
1,224,095 SQ. FT.
R=25.00
L=38.93
D=89°13'45"
86.30'
305.00'
215.00'
520.00' (CL) N 01°38'26"E 690.77'
811.00'
S 88°21'34"E 671.30
A=255.88
RODEO DRIVE
281.72'
215.00'
T.P.O.B. LOT 7
R=25.00
L=39.65
D=90°52'40"
R=960.00
L=243.21
D=14°30'56"
T.P.O.B. LOT 9
15.00 PUD A.F.#518429
10' PUD EASEMENT T.P.O.B. LOT 8
R=25.00
L=39.27
D=90°00'00"
FND RR SPIKE
S 88°23'00"E 636.07'
EXHIBIT 5
10' TELEPHONE EASEMENT A.F.#44823
LOT 9
158,956 sq.ft.
LOT 8
184,054 sq.ft.
LOT 7
178,784 sq.ft.
N01°38'26"E 589.84'
S01°38'26"W 650.97'
N01°38'26"E-713.18'
S 01°27'05"W SEC. LINE 1372.05'
R=25.00
L=39.27
D=90°00'00"
T.P.O.B. LOT 6
15.00 PUD A.F.#518430
15' PUD EASEMENT
239.50'
N01°38'26"E
S 88°21'34"E 573.36'
ROAD 68
N 13°45'10"W 497.29'
CR 43+00
100'
N 69°22'07"W 174.84'
48.11'
316.31'
R=500.00
N77°01'38"W(ch) 311.06'(ch)
A=681.30
D=78°04'15"
284.83'
N42°35'03"W(ch) 280.99'(ch)
N61°37'42"W(ch) 629.80'(ch)
100'
E-CR 27+09.12 PT
N10°39'50"W (radial)
15.00 PUD A.F.#518430
D=51°19'04"
R=25.00
L=22.39
1547.56'
N01°38'26"E 356.92'
S 88°21'34"E 647.79'
R=25.00
L=39.27
D=90°00'00"
LOT 1
5.88 ACRES
256,314 SQ. FT.
15' PUD EASEMENT
R=55.00
L=116.05
D=120°53'37"
T.P.O.B. LOT 1
S88°32'55"W 19.36'
80'
55'R
51.48'
S88°32'51"E 674.04'
709.51'
20' UTILITY AND IRRIGATION EASEMENT
379.71'
May 10, 2006
35.47'
S88°32'51"E
38.72'
S01°38'26"W
89.91'
N01°27'05"E
175.51'
269.58
10' TELEPHONE EASEMENT A.F.#44823
R=500.00
L=32.04
D=03°40'17"
100'
164.55'
49.82'
S67°24'25"W (radial)
S67°24'25"E (radial)
1"=200'

EXHIBIT 5 May 10, 2006

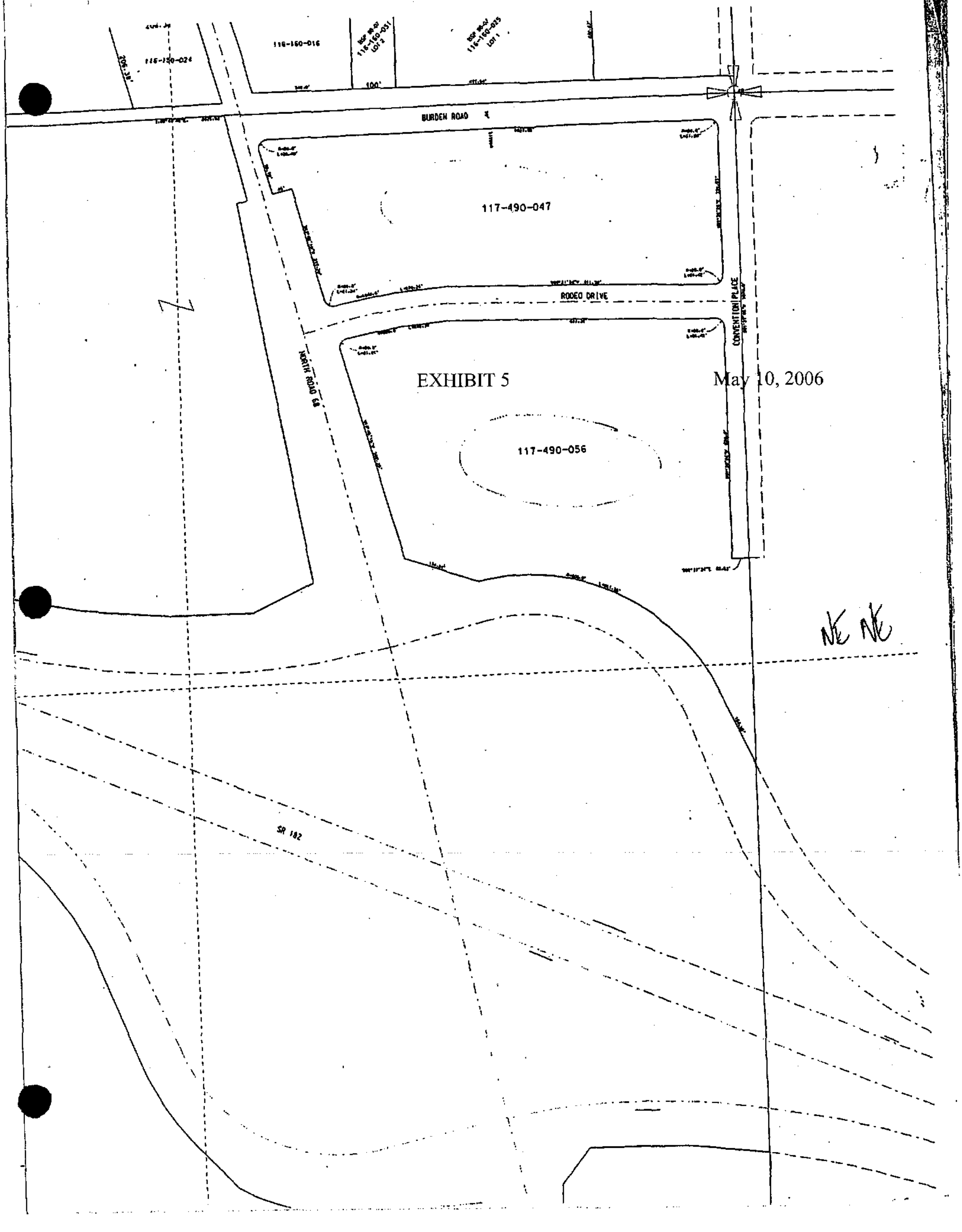


EXHIBIT 5 May 10, 2006

355417 EXHIBIT 5 May 10, 2006

Form 1860-9
(March 1968)
(January 4-1843)

Washington 05347

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States an application by the State of Washington and a decision of the Oregon State Office of said Bureau at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section lands in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676) upon its admission into the Union on November 11, 1889 (26 Stat. 1552):

EXHIBIT 5 May 10, 2006

Willamette Meridian, Washington.

T. 14 N., R. 27 E.,
Sec. 36, All.

T. 10 N., R. 28 E.,
Sec. 36, Lots 1, 4, 5, and 6, and E½E½.

T. 11 N., R. 28 E.,
Sec. 36, All.

T. 12 N., R. 28 E.,
Sec. 36, Lots 1 to 4, inclusive, and E½.

T. 13 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 29 E.,
Sec. 16, All;
Sec. 36, Lots 1 and 2.

T. 10 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

355417

RECORDED IN VOL 73
OF OFFICIAL RECORDS
PAGE ____ REQUEST OF
Department of Natural Resources
SEP 24 3 05 AM '75
DOROTHY TOWNE AUDITOR
FRANKLIN COUNTY, WASH.
_____ DEPUTY
MAIL TO:
State of Washington
Dept. of Natural Resources
Olympia, Wa., 98504

VOL 73 PAGE 505

Patent Number 46-76-0011

(35) 355417

Washington 05347

T. 9 N., R. 30 E.,
Sec. 16, All;
Sec. 36, Lot 1.

T. 10 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

EXHIBIT 5 May 10, 2006

T. 14 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 31 E.,
Sec. 16, All.

T. 10 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 10 N., R. 32 E.,
Sec. 16, All.

T. 11 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

46-76-0011

Patent Number

VOL 73 PAGE 506

355417

(17) 355417

Washington 05347

T. 11 N., R. 33 E.,
Sec. 16, All.

T. 12 N., R. 33 E.,
Sec. 16, All;
Sec. 36, Lots 1 to 4, inclusive, and W½.

T. 13 N., R. 33 E.,
Sec. 16, All;
Sec. 36, All.

EXHIBIT 5 May 10, 2006

T. 14 N., R. 33 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 34 E.,
Sec. 16, All.

T. 14 N., R. 34 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 35 E.,
Sec. 16, All.

T. 14 N., R. 35 E.,
Sec. 16, All.
Sec. 36, All.

T. 13 N., R. 36 E.,
Sec. 16, Lots 1, 2, and 3, W½, N½SE¼,
and SE¼SE¼;

T. 14 N., R. 36 E.,
Sec. 16, All;
Sec. 36, All.

Aggregating 41,428.65 acres;

Patent Number 46-76-0011

VOL 73 PAGE 507

355417

Form 1860-10
(July 1975)

Washington 05347

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described lands on November 11, 1889, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said State of Washington, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever.

EXHIBIT 5 May 10, 2006

State of Washington }
County of Thurston } ss

I, DONALD F. MCKAY, Records Officer for BERT L. COLE, Commissioner of Public Lands of the State of Washington and ex officio Administrator of the Department of Natural Resources for the State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this 23rd day of September A.D. 1975

Donald F. McKay

DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon the TWENTY-SECOND day of AUGUST in the year of our Lord one thousand nine hundred and SEVENTY-FIVE and of the Independence of the United States the two hundredth and

[SEAL]

By Harold A. Berends
Chief, Branch of Lands
and Minerals Operations

Patent Number 46-76-0011

VOL 73 PAGE 508

Form 1860–a
(July 1975)
Washington 05347-A

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States, an application by the State of Washington and a decision of the Oregon State Office of said Bureau, at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section land in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676), upon the acceptance of Plat of Survey on July 9, 1920:

EXHIBIT 5 May 10, 2006

Willamette Meridian, Washington.

T. 12 N., R. 28 E.,
Sec. 36, Lot 5.
Containing 27.91 acres;

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described land on July 9, 1920, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents, DOES GIVE AND GRANT, unto the said State of Washington, the land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever; and there is reserved from the land hereby granted, a right-of-way thereon for ditches or canals constructed by authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.

State of Washington } ss
County of Thurston }

I, DONALD F. MCKAY, Records Officer for BERT L. COLE, Commissioner of Public Lands of the State of Washington and ex officio Administrator of the Department of Natural Resources for the State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this 23rd day of September A.D. 1975

Donald F. McKay
DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon the TWENTY-SECOND day of AUGUST in the year of our Lord one thousand nine hundred and SEVENTY-FIVE and of the Independence of the United States the two hundredth and

By Harold A. Berends
Chief, Branch of Lands
and Minerals Operations

Patent Number 46-76-0012

GPO 880-840

VOL 73 PAGE 509

16-9-29 NE1

360350

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Easement No. CR 3089

THIS EASEMENT, made and entered into this 10th day of February, 1975, by and between FRANKLIN COUNTY, herein called the "Grantee," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

EXHIBIT 5 May 10, 2006

The State for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee:

An easement for a right of way for the sole purpose of construction, operation, use, and maintenance of a road over and across a location as shown on Plat No. CR 3069 filed in the office of the Commissioner of Public Lands at Olympia, Washington, a reduction of which is attached as Exhibit A, indicating said right of way in red, and by this reference made a part hereof, all in Franklin County, Washington. Provided, the Grantee may permit the installation of utilities specifically pertaining to electronic transmission lines, telephone lines, or pipelines but for no other purposes.

This easement granted herein is subject to the following terms, conditions, and provisions:

Consideration

The consideration paid by the Grantee to the State is as follows:

None. The benefits acruing to the State from the granting the public access rights offset the damage done to the land by the same grant.

Operating Specifications

In the exercise of rights granted by this easement, the Grantee agrees to abide by the State's Resource Management Operating Specifications in effect at the time of the execution of this easement.

Subsequent changes in specifications necessary to reasonably protect the environment will be mutually agreed upon. Costs for such subsequent changes will be borne by the Grantee.

If the two parties fail to agree that the changes in specifications are necessary, a three-member committee will be formed. Said committee to be made up of one member appointed by the State, one member appointed by the Grantee, and one member appointed by the two aforementioned members. The decision of the committee will be final and binding on all parties.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of said rights.

During operations under this easement, including the construction of roads and landings, the Grantee shall take such precautions as necessary to minimize insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

App. No. CR 3089

360350

All soil surfaces on the right of way, temporary roads and skid trails which are devoid of natural cover as a result of the operations hereunder, shall be reseeded to a grass mixture recommended by the local office of the County Extension Agent.

All legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object. Grantee shall record these references in the respective offices of the local County Engineer and the Commissioner of Public Lands.

EXHIBIT 5 May 10, 2006

The Grantee shall prevent the establishment of weeds upon, and the spread of weeds from, any portion of the right of way herein granted which is adjacent to cultivated State lands and shall further comply with the county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 113, Laws of 1969 Ex. Ses.). Payment of weed control costs will be the Grantee's responsibility.

In the event the county noxious weed control board directs the Grantee to control weeds or the Grantee elects to kill or control the growth of weeds and/or brush by chemical treatment within or in proximity to said right of way, he shall use only those chemical agents, the container labels of which have been registered with the Washington State Department of Agriculture. Such use must be in accordance with the labeled directions and approved of jointly by the Washington State Department of Agriculture and the County Extension Agent before commencement of any control program.

Restoration

It is understood and agreed that in the event any portion of the road described herein is abandoned, the Grantee shall take the necessary legal action to vacate such portions and shall immediately restore the land within all abandoned portions to a natural condition as may be directed by the State.

On those portions designated for restoration, all asphalt shall be removed from the abandoned right of way and shall not be deposited on the adjacent State land; in addition, the land surface shall be scarified to blend with the adjoining landscape.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file with the State in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Ellensburg, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

360350
RECORDED IN VOL 80
OF OFFICIAL RECORDS
PAGE ____ REQUEST OF
Franklin Co. Engineer
MAY 3 11 17 AM '76
DOROTHY YOUNG AUDITOR
FRANKLIN COUNTY, WASH.
DEPUTY
MAIL TO:

VOL 80 PAGE 112

App. No. CR 3089

360350

360351

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By _____
BERT L. COLE
Commissioner of Public Lands

EXHIBIT 5 May 10, 2006

FRANKLIN COUNTY

_____
_____
_____
County Commissioners

Courthouse
Pasco, WA 99301

App. No. CR 3089
db

360352

VOL 80 PAGE 113

360350

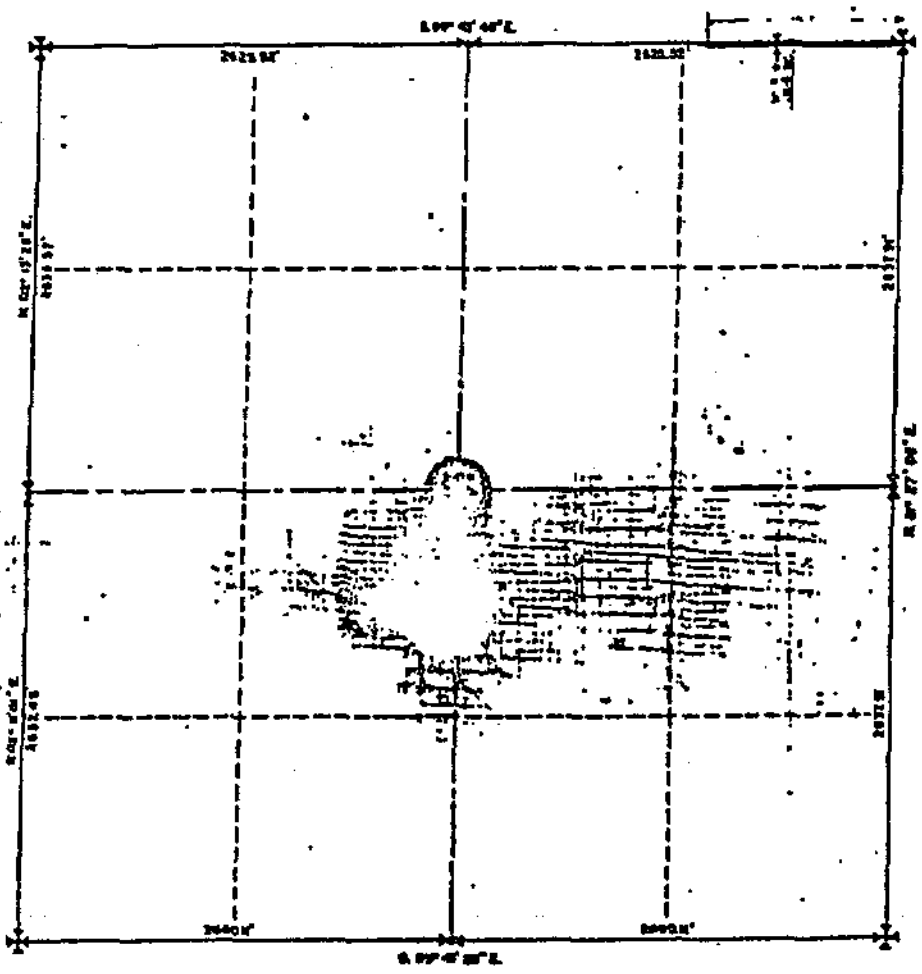
PLAT OF RIGHT OF WAY

For Public Road, as Petitioned for by the County of Franklin

Across Section 16, Township 9, NORTH, Range 29, E.W.M.

EXHIBIT 5 May 10, 2006

CR3089



CR3089

M. A. McCaw

EXHIBIT A

360350

416896 15-9-27 416896

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA, Plaintiff, v. 46.315 ACRES OF LAND, more or less, situate in Franklin County, Washington; BURLINGTON NORTHERN RAILROAD COMPANY, a corporation; FRANCES C. THOMAS, a single woman; DAVE MacHUGH and JANE DOE MacHUGH, husband and wife; GARY MIDDLETON and JANE DOE MIDDLETON, husband and wife; FIRST NATIONAL BANK OF OMAHA, a corporation; HAROLD KOSOWSKY, as trustee; BANKERS TRUST COMPANY, a corporation; FARMERS LOAN & TRUST COMPANY, as trustee; PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, a municipal corporation; SOUTH COLUMBIA BASIN IRRIGATION DISTRICT, a municipal corporation; FRANKLIN COUNTY, Washington, a municipal corporation; and UNKNOWN OWNERS, Defendants.	NO. C-82-085-RJM LIS PENDENS AS TO TRACTS 5-03231-A, 5-03231-B, and 5-03231-C

RECORDED IN VOL 157 OF OFFICIAL RECORDS PAGE 931 REQUEST OF U.S. Attorney
MAR 12 9 53 AM '82
NEVA J. [illegible] AUDITOR FRANKLIN COUNTY, WA.
[illegible] DEPUTY
MAIL TO:
U.S. Attorney
P.O.Box 1494
Spokane, Wa.99210

EXHIBIT 5 May 10, 2006

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in the above-entitled Court by the United States of America as plaintiff against the above-named defendants that the objects and purposes of said action are as follows:

1. Pursuant to the authorities and for the public uses set forth on Schedule A, attached hereto, to acquire interests in certain lands in Franklin County, Washington, as said

LIS PENDENS - 1

416896

VOL 157 PAGE 931

416896

interests (estates) and said lands are described and set forth on Schedule B, attached hereto.

2. To determine a just and proper award and compensation for said property, to determine the parties entitled to receive such compensation, and to decree said property to be the property of the United States; and for such other relief as to the Court may seem proper in the premises.

DATED this 5th day of February, 1982.

JOHN E. LAMP
United States Attorney

EXHIBIT 5 May 10, 2006

ROBERT M. SWEENEY
Assistant United States Attorney

Post Office Box 1494
Spokane, WA 99210-1494

Telephone: (509) 456-3811

REQUEST OF
AT 457 M.
FEB 08 1982
416896

EXHIBIT 5 May 10, 2006

SCHEDULE A

AUTHORITY FOR THE TAKING:

The acquisition is authorized by the Act of Congress approved February 26, 1931, (46 Stat. 1421; 40 U.S.C. 258a) and acts supplementary thereto and amendatory thereof, and under the further authority of the Act and the Act of Congress of August 27, 1958, (72 Stat. 892; 23 U.S.C. 107) authorizing the acquisition of land or interests in lands (including within the term "interests in lands" the control of access thereto from adjoining land) required for right-of-way or other purposes in connection with the prosecution of a project for the construction, reconstruction or improvement of a section of the National System of Interstate and Defense Highways, funds for such purposes being available from current appropriations for carrying out the provisions of said Act of August 27, 1958, and the Department of Transportation Act, approved October 15, 1966, (80 Stat. 931, 970) which transferred to and vested in the Secretary of Transportation all functions, powers and duties of the Secretary of Commerce under Title 23, United States Code, as amended.

EXHIBIT 5 May 10, 2006

PUBLIC USES:

The subject lands are necessary to provide adequately for the construction, reconstruction, and improvements of Interestate Highway Project I-182, a portion of the National System of Interstate and Defense Highways, being constructed in accordance with standards, including control of access, adopted by the Secretary of Transportation in cooperation with the State highway departments, which standards have been adopted, affirmed and continued in effect by the Federal Highway Administrator pursuant to the authority delegated to him by the Secretary of Transportation and in accordance with Section 12(a) of the Department of Transportation Act approved October 15, 1966 (80 Stat. 931, 949).

vol 157 PAGE 933

416896

SCHEDULE A

ESTATE TAKEN:

The estates taken for said public use in the land hereinafter described, subject to existing easements for public roads and highways, public utilities and pipelines, are as follows:

(1) As to Parcel A, the fee simple title together with all existing, future or potential common law or statutory abutters' rights or easements of access to, from and between said land and the abutting land of all parties having interests in said land.

(2) As to Parcel B, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.

EXHIBIT 5 May 10, 2006

(3) As to Parcel C, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.

FAP# 1-182-3 (6) 110

Parcel No. 5-03231

PARCEL "A"

(PORTION TO BE TAKEN IN FEE FOR HIGHWAY RIGHT OF WAY)

Begin at the West 1/4 Corner (Found U.S.B.R. Brass Cap) of Section 15, Township 9 North, Range 29 East, W.M.; thence North 0°33'15" East 556.63 feet to the True Point of Beginning (T.P.O.B.) of this Parcel "A" description; thence continue North 0°33'15" East 531.70 feet; thence South 26°30'16" East 128.19 feet; thence proceed along the arc of a curve to the left having a radius of 885.0 feet for a distance of 610.65 feet; thence South 54°33'11" East 319.40 feet; thence South 66°57'15" East 2200.0 feet to a point, said point being the T.P.O.B. of the following described Parcel "B"; thence continue South 66°57'15" East 100 feet; thence South 69°49'00" East 1001.25 feet; thence South 66°57'15" East 201.15 feet; thence South 0°32'44" West 266.41 feet; thence North 88°46'00" East 598.59 feet; thence South 66°57'15" East 789.26 feet; thence South 0°30'45" West 400.58 feet; thence North 66°57'15" West 2791.52 feet to a point, said point being the T.P.O.B. of the following described Parcel "C"; thence continue North 66°57'15" West 100 feet; thence continue North 66°57'15" West 500 feet; thence North 62°22'49" West 250.80 feet; thence North 66°57'15" West 750.00 feet; thence North 72°39'53" West 602.99 feet; thence North 71°51'53" West 81.66 feet; thence North 71°09'56" West 245.08 feet; thence proceed along the arc of a curve to the left having a radius of 1900 feet for a distance of 389.53 feet to a point that bears South 0°33'15" West 381.70 feet from the T.P.O.B. of said Parcel "A"; thence North 0°33'15" East 381.70 feet to said T.P.O.B. and containing 46.131 acres, more or less.

PARCEL "B"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "B"; thence North 23°02'45" East 40 feet; thence South 66°57'15" East 100 feet; thence South 23°02'45" West 40 feet; thence North 66°57'15" West 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

PARCEL "C"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "C"; thence South 23°02'45" West 40 feet; thence North 66°57'15" West 100 feet; thence North 23°02'45" East 40 feet; thence South 66°57'15" East 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

Old (23-9-29 SENE; 24-9-29 SWNW
16-9-29 NENE; SENE; 7-9-29;
12-9-29; 13-9-29; 18-9-29; 17-9-29
8-9-29

474776

QUITCLAIM DEED

THE GRANTOR, the COUNTY OF FRANKLIN, a political subdivision of the State of Washington, for and in consideration of One Dollar ($1.00) and other good and valuable consideraion, and by reason of an annexation and by reason of the Grantee's assumption of jurisdiction, including maintenance, over roads in the annexed territory, hereby conveys and quit claims to the CITY OF PASCO, an incorporated city and municipal corporation of the State of Washington, all of the County's right, title and interest in and to the following-described real property, situated in the County of Franklin, State of Washington:

That part of the SE 1/4 of the NE 1/4 of Section 23, and the SW 1/4 of the NW 1/4 of Section 24, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "A" attached hereto (1 page) and made a part hereof, encompassing the culdesac at the north end of Road 36 south of SR 182.

EXHIBIT 5 May 10, 2006

That part of the NE 1/4 of the NE 1/4 of Section 16 and the SE 1/4 of the NE 1/4 of Section 16, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "B" attached hereto (1 page) and made a part hereof, encompassing those parts of Road 68 immediately north and south of the Road 68 interchange at SR 182 and extending to the corporate boundaries of the City of Pasco.

That part of Sections 7, 12, 13 and 18, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "C" attached hereto (3 page) and made a part hereof, encompassing Harris Road from its intersection with Road 100 to its intersection with the old Columbia River Road (Court Street).

That part of Sections 18, 17, 7 and 8, T. 9 N., R. 29 E., W.M., as shown hachured on Exhibit "D" attached hereto (consisting of 3 pages) and made a part hereof, encompassing Road 100 immediately north and south of the Road 100 interchange at SR 182 extending to the corporate boundaries of the City of Pasco.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between said SR 182 and the lands herein conveyed; nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance, or operation of said highway.

This deed is further made in correction of and substitution for that certain Quitclaim Deed dated November 18, 1989, filed in the records of the Franklin County Auditor in Vol. 0258, page 149-150; which deed has not been accepted by the city of Pasco, Grantee therein.

DATED this 17th day of September, 1990.

FRANKLIN COUNTY BOARD OF COMMISSIONERS:

KEN MILLER, Chairman of the Board

VOL 0272 PAGE 536

474776

474776

HAROLD MATTHEWS, Commissioner

NEVA J. CORKRUM, Commissioner

ATTEST:

By _____
DIANE McLAUGHLIN, Clerk of Board

APPROVED AS TO FORM:

EXHIBIT 5 May 10, 2006

By _____
George Fearing,
Special Prosecuting Attorney

STATE OF WASHINGTON)
)ss.
County of Franklin)

On this day personally appeared before me, Ken Miller, Harold Matthews and Neva J. Corkrum, to me known to be the Chairman and members of the Board of County Commissioners, respectively, of Franklin County, the political subdivision described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17th day of September, 1990.

_____
Notary Public for Washington
Residing at Benton County, WA
Commission Expires: 6-27-94

474776

Terry L. Schuette Auditor
90 OCT -5 P2:13

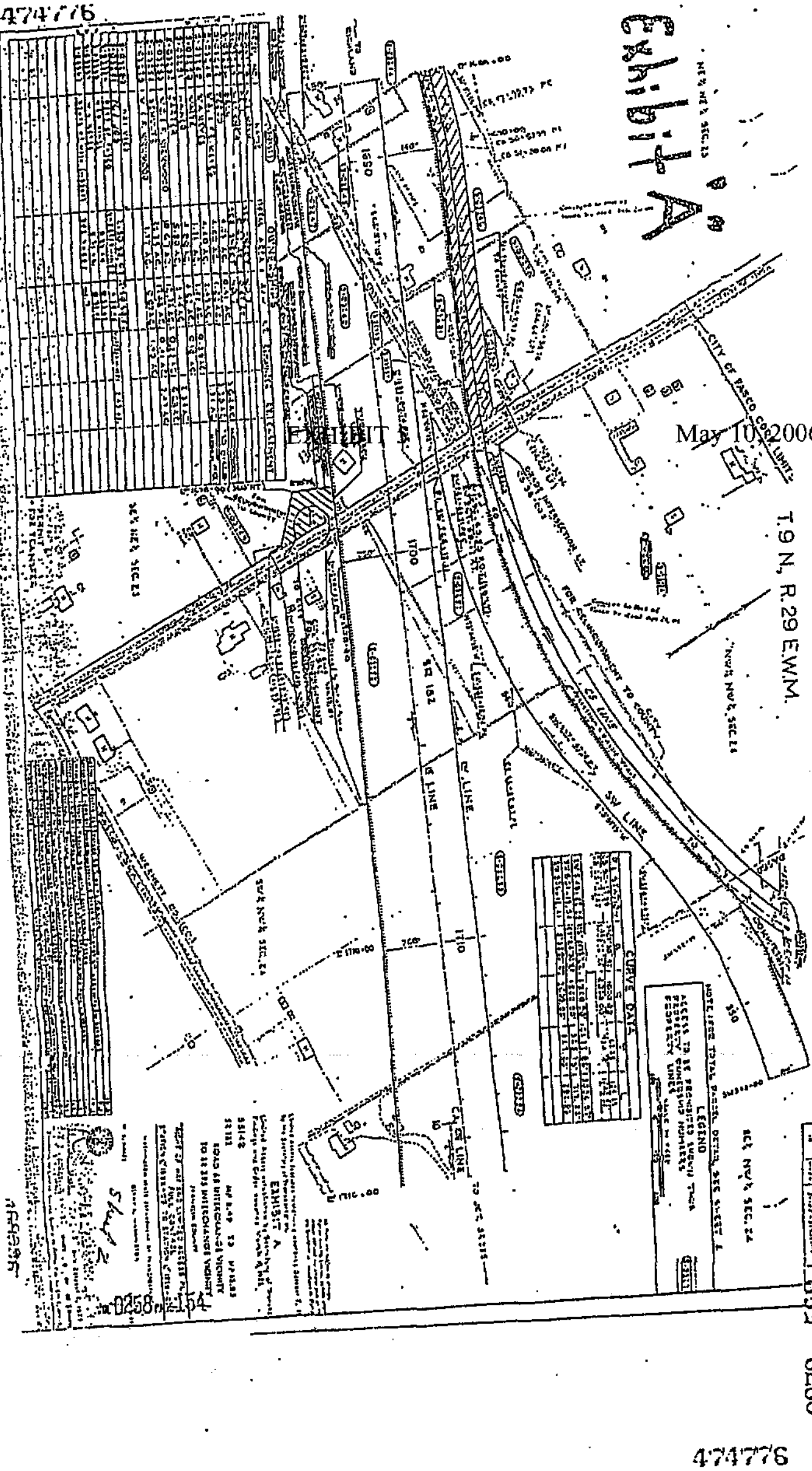
FROM: G. Schuette

City of Kennewick
119 S. Third St
Kennewick WA 99301

VOL 0272 PAGE 537

474776

474776



474776

474776



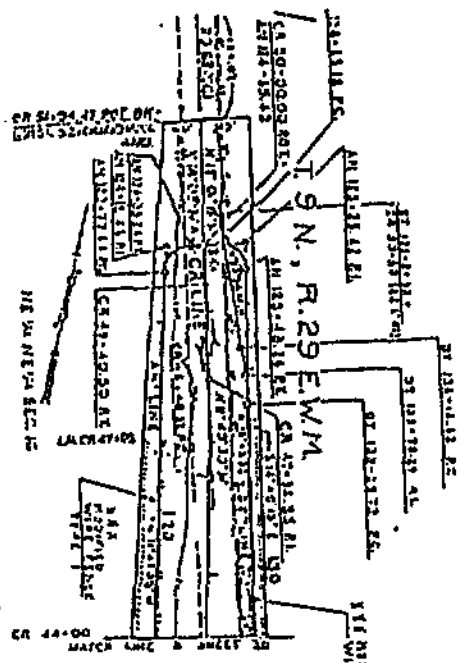
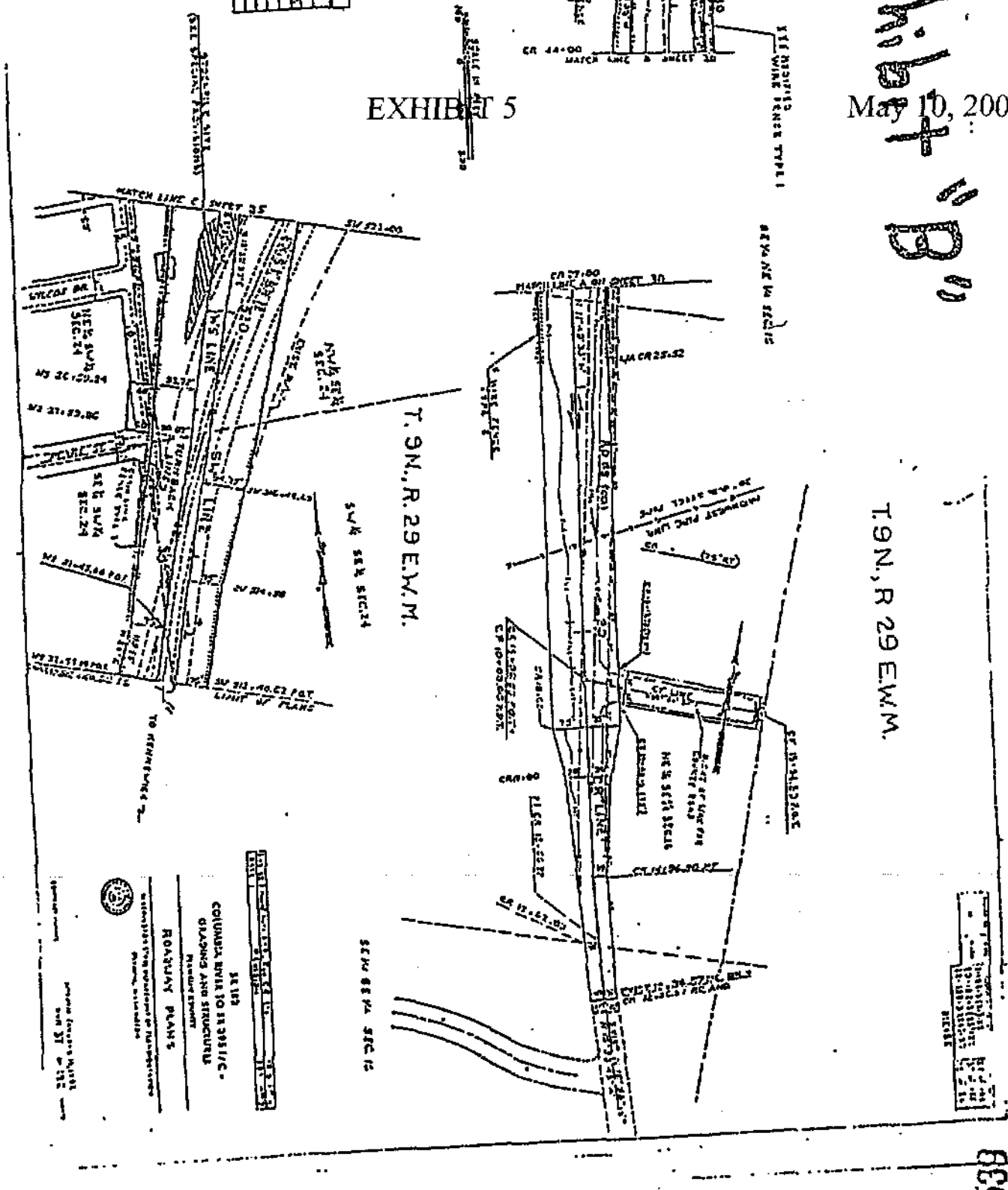


Exhibit "B"

EXHIBIT 5 May 10, 2006



474776

EXHIBIT 5 May 10, 2006

474776

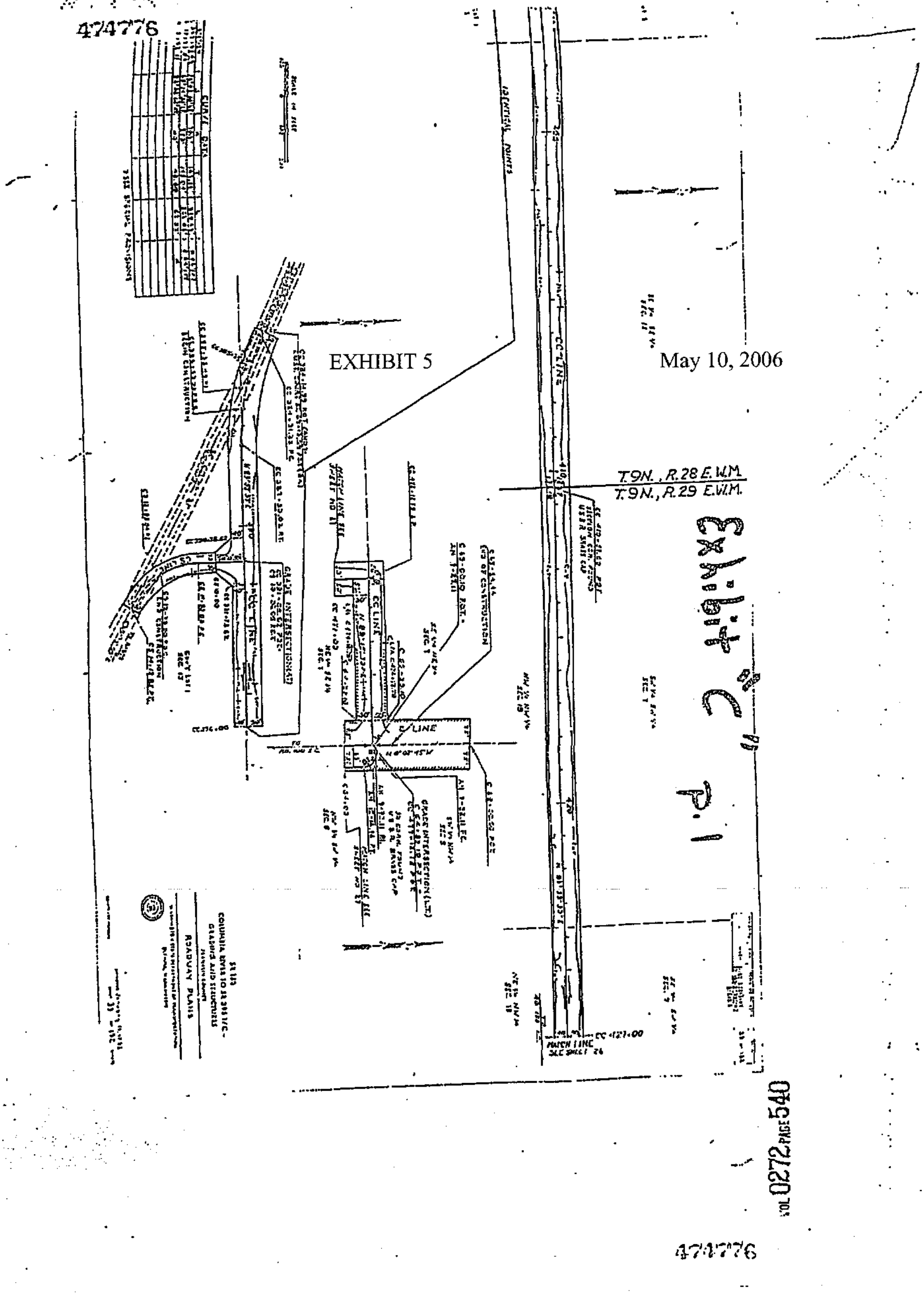


EXHIBIT 5 May 10, 2006

EXHIBIT 5

Vol. 0272 Page 540

474776

May 10, 2006

EXHIBIT 5

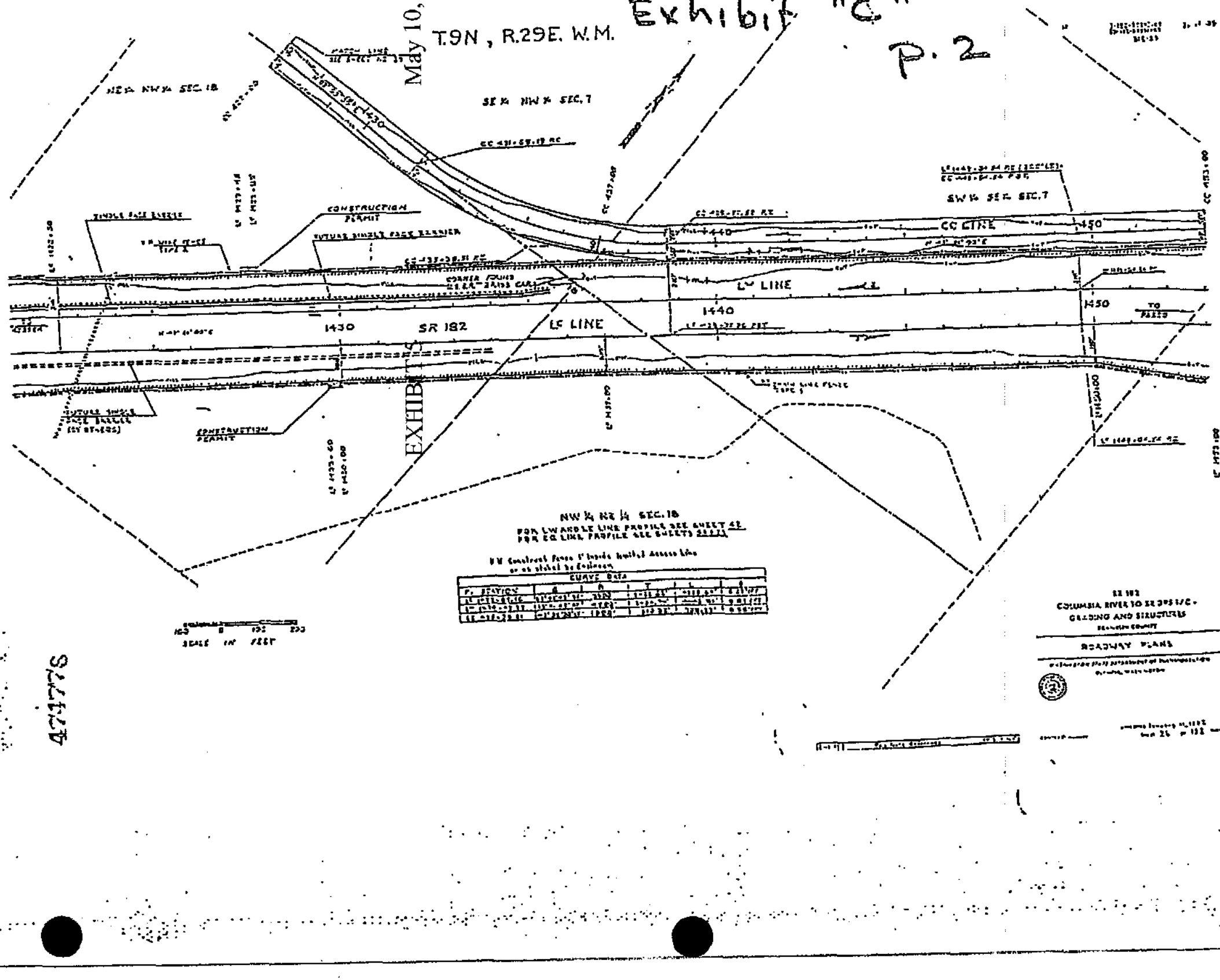
May 10, 2006

EXHIBIT 5

Exhibit "C"
P. 2

VOL 0272 PAGE 541

T.9N , R.29E. W.M.



Sheet 43

474776

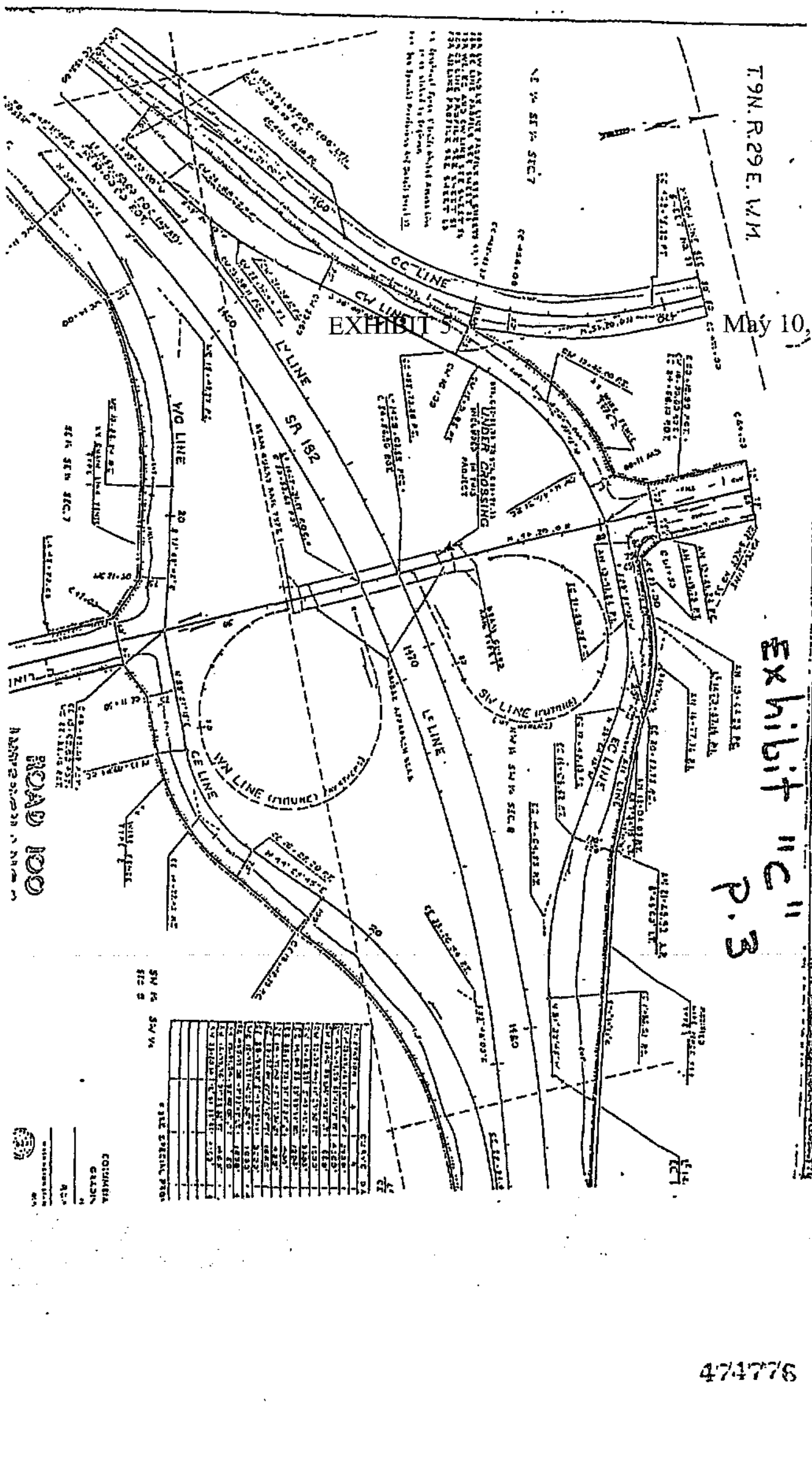


EXHIBIT 5 May 10, 2006

Exhibit "C" P.3

474776

EXHIBIT 5 May 10, 2006

474778

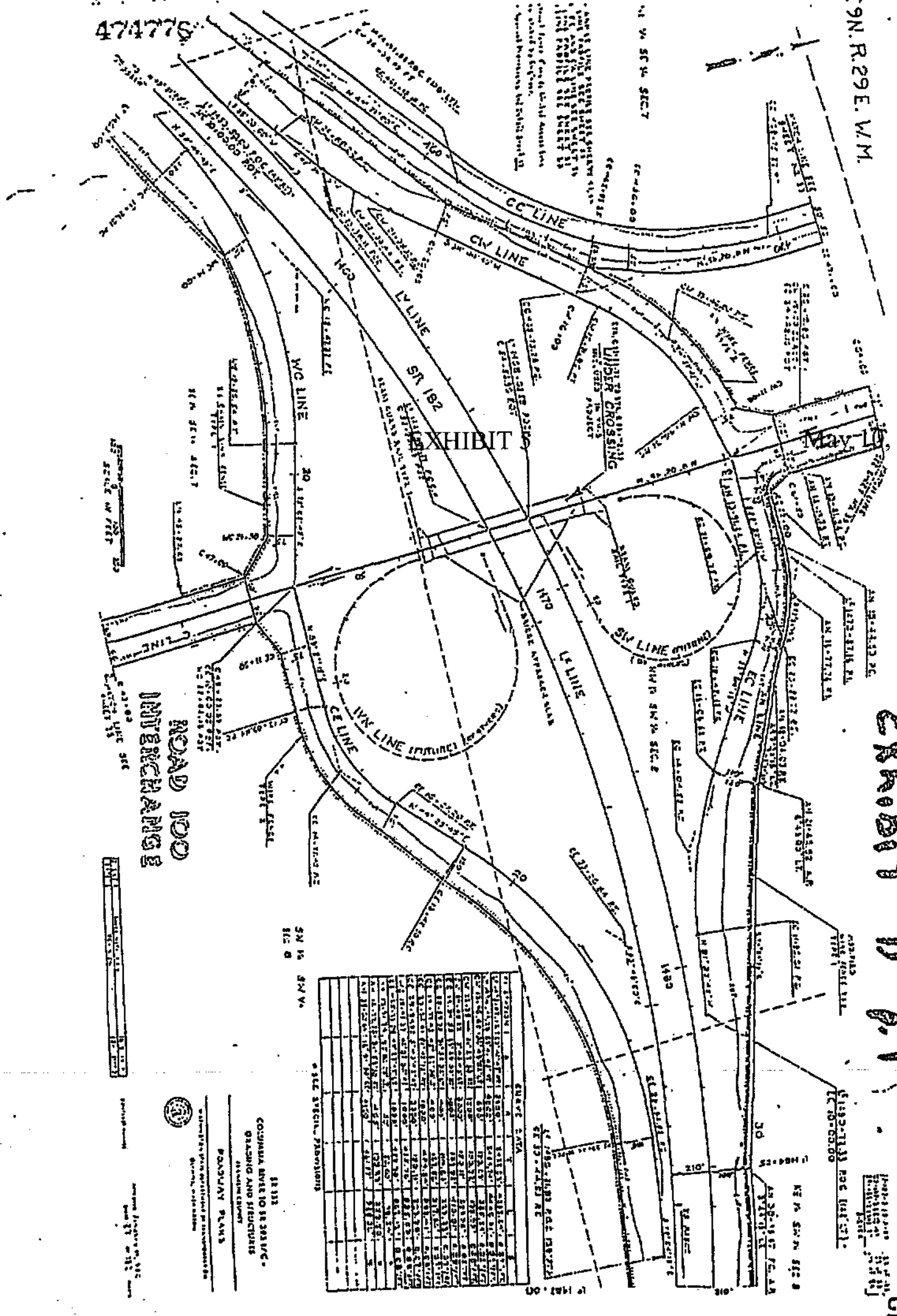


EXHIBIT 5 May 10, 2006

474778

VOL 0272 PAGE 543

EXHIBIT 5 May 10, 2006

474776

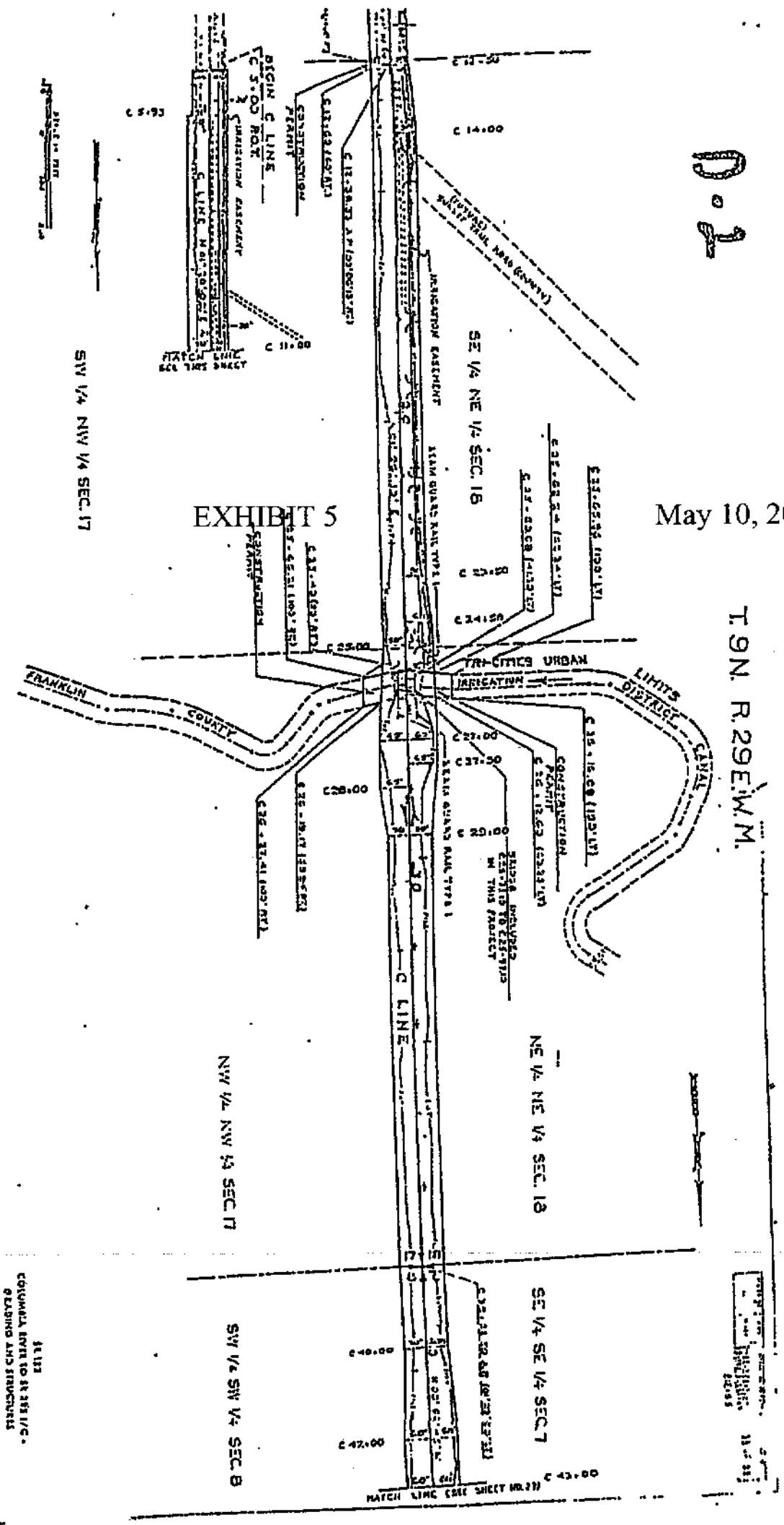


EXHIBIT 5 May 10, 2006

474776

VOL 0272 PAGE 544

474776

D-3

EXHIBIT 5 May 10, 2006

T.9N., R.28 E.W.M.
T.9N., R.29 E.W.M.

C LINE

ROADWAY PLANS

474776

EXHIBIT 5 May 10, 2006

County Property
for mail, Return Date

RECORDED AT THE
'93 OCT -4 P1:41
502470

AFTER RECORDING RETURN TO:
Department of Natural Resources
Land Records Section
P.O. Box 47021
Olympia, WA 98504-7021

COPY

QUITCLAIM DEED

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources for and in consideration of the sum of $200,000.00, hereby grants, conveys and quitclaims to FRANKLIN COUNTY, GRANTEE, the following described real property situated in Franklin County, Washington, to wit:

That portion of the NE¼ of the NE¼ of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington lying easterly of the centerline of Road 68, containing 30.15 acres, more or less, according to State Department of Transportation right of way plans titled ROAD 68 INTERCHANGE VICINITY TO SR 395 INTERCHANGE VICINITY, sheets 4 and 13 of 15, and dated approved October 7, 1977, last revision December 14, 1981, on file with said State Department of Transportation, Olympia, Washington.

EXHIBIT 13 May 10, 2006

The above parcel of section subdivision is according to U.S. Government subdivision procedures.

The above-described lands are subject to the following reservation:

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state, its successors or assigns, until provision has been made by the state, its successors or assigns, to pay to the owner of the land upon which the rights herein reserved to the state, its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state, its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situated, as may be necessary to determine the damages which said owner of said land may suffer.

The Grantor identifies the following encumbrances for convenience and informational purposes only and makes no warranties, expressed or implied, associated with this quitclaim deed:

1. Easement for a right of way for buried telephone cable granted to Pacific Northwest Bell Telephone Company on January 3, 1983, under Application No. 44823 for an indefinite term.

No Real Estate Excise Tax Due
This instrument Exempt Under R.C.W.28.45
Treasurer, Franklin Co.
OCT - 4 1993

502470

502470

2. Easement for a right of way for a county road granted to Franklin County on February 10, 1975. under Application No. CR 3089 for an indefinite term.

3. Easement for a right of way for a county road granted to Franklin County on December 31. 1935. under Application No. CR 1537 for an indefinite term.

4. Easement for a right of way for a road granted to City of Pasco on December 7. 1990. under Application No. 48469 for an indefinite term.

5. Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982. under Application No. SR-1194 for an indefinite term.

6. Pending application for a right of way for a state road filed by the Department of Transportation on April 17. 1987. under Application No. SR-1260.

This Deed is executed and delivered pursuant to RCW 79.01.220 in fulfillment of that certain Real Estate contract between the parties. dated February 28. 1993 and conditioned on the conveyance of the above-described property heretofore by the Commissioner of Public Lands with the approval of the Board of Natural Resources. State of Washington.

EXHIBIT 5 May 10, 2006

WITNESS the Seal of the State of Washington. affixed this 23RD day of SEPTEMBER, 19 93

Mike Lowry
GOVERNOR

Attest: Donald F. Whiting, ASSISTANT
SECRETARY OF STATE

Approved as to form this 30 day of July, 19 93.
James Edwards
Assistant Attorney General

Deed No. 26448.

State Record of Deeds. Volume 13, Page 160.

App. No. 52852

c:\lbsale\qcd\52852.qcd

May 10, 2006

EXHIBIT 5

15-55

15-9-29 NW

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY
Post Office Box 2407 Pasco, Washington 99302-2407

518429

16-9-29 NE

RIGHT OF WAY EASEMENT

THE GRANTORS BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of Franklin County, Washington, a municipal corporation, and to its successors or assigns, the right to enter upon the lands of Grantor(s) situated in the County of Franklin, State of Washington, and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

May 10, 2006

RECORDED AT THE REQUEST OF
CHICAGO TITLE INSURANCE
Feb 23 3 15 PM '95
518429
ZONA C. LENHART
FRANKLIN CNTY AUDITOR
DEPUTY
MAIL TO:
CHICAGO TITLE INSURANCE

and to construct, operate and maintain over and under the above described lands and the streets, roads, or highways abutting the said lands electrical facilities and other utility facilities, with all conversion or necessary appurtenances (including, but not limited to, above and below ground equipment and enclosures, transformers, underground conduits and wire, and other supports), and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The Grantor shall not construct facilities on or use the above described lands in a manner which inhibits the Grantee's use of the above described lands. The Grantor(s) agree(s) that all facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee, and that the Grantee shall have the right of ingress and egress over the described lands of the Grantor(s) solely for the purpose of constructing, operating, and maintaining the power line on the above described lands.

All rights hereunder shall cease when the grantee, its successors or assigns, abandons or removes said line or system.

Grantee shall not be liable for any damages caused to Grantor's property by actions reasonably taken by Grantee in the exercise of the rights herein granted.

Dated this 26th day of January 19 95

Neva Corkrum, Chair
Signature

Signature

EXHIBIT 6

CHICAGO TITLE INSURANCE CO.

STATE OF WASHINGTON)
) ss.
County of Franklin)

ACKNOWLEDGMENT OF INDIVIDUAL

On this 26th day of January 1995, I certify that I know or have satisfactory evidence that Neva Corkrum personally appeared before me, and said individual acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Chair of the Board of Commissioners of Franklin County, that executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned in the instrument.

IN TESTIMONY WHEREOF: I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

Sally McKenzie, Notary Public
in and for the State of Washington residing at Pasco Kennewick
My appointment expires 5-9-98

SALLY McKENZIE NOTARY PUBLIC STATE OF WASHINGTON VALID 5-09-98

518429

VOL 0364 PG 0264

518429

LEGAL DESCRIPTION - 15.00' P.U.D. Easement, along North side Rodeo Drive, from Convention Place to Road 68

A portion of the Northeast one-quarter of Section 16 and the Northwest one-quarter of Section 15, both in Township 8 North, Range 29 East, Willamette Meridian, situated in Franklin County, Washington, being further described as follows:

A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:

Beginning at the northeast corner of said section 16, also being the northwest corner of said section 15; thence S 88°21'34" E, 40.00 feet; thence S 1°38'26" W, 432.50 feet to the TRUE POINT OF BEGINNING for this centerline description; thence N 88°21'34" W, 421.80 feet to a point hereinafter referred to as POINT A; thence continuing N 88°21'34" W, 289.40 feet to the beginning of a 1047.50 foot radius curve to the left; thence 266.03 feet along the arc of said curve, through a central angle of 14°39'39"; thence S 76°58'47" W, 23.61 feet to a point on the northeasterly right-of-way line of Road 68 and the terminus of this centerline description. The sidelines of said 15.00 foot strip of land being coterminus at the east and with the easterly right-of-way line of Convention Place, and at the west and with said northeasterly right-of-way line of Road 68.

TOGETHER WITH: A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:

BEGINNING at the aforementioned POINT A; thence S 1°38'26" W, 87.50 feet to the terminus of this centerline description. The sidelines of said 15.00 foot strip of land being coterminus at the north end with the southerly sideline of the above described strip of land, and at the south end with the southerly right-of-way line of Rodeo Drive.

518429

EXHIBIT 5

May 10, 2006

16-9-29
nene ine
T1 .T13

15-9-29
NW

May 10, 2006

EXHIBIT 5

1563139
Page: 1 of 16
03/09/1999 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

FRANKLIN COUNTY ORDINANCE NUMBER 03-99

AN ORDINANCE REGARDING DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REGARDING CERTAIN LAND KNOWN AS TRAC BUSINESS PARK LOCATED IN THE CITY OF PASCO, WASHINGTON

WHEREAS, this ordinance shall be known as Declaration of Protective Covenants and Restrictions regarding TRAC Business Park in Pasco, Washington;

WHEREAS, it is the purpose of this ordinance to subject the property more particularly described in Exhibit "A" attached hereto and incorporated herein, to the conditions, covenants, restrictions, and reservations set forth in the attached Declaration of Protective Covenants and Restrictions, Exhibit "B" to insure proper use and appropriate development and improvement of said property;

WHEREAS, a public hearing having been held on Monday, March 8, 1999, before the Board of Franklin County Commissioners and public testimony having been taken by the Board;

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Franklin County Commissioners that the attached "Exhibit B" Declaration of Protective Covenants and Restrictions is adopted this 8th day of March, 1999.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum, Member

Attest:

Clerk to the Board

Sue Miller, Member

Approved as to form:

By: Lois M. Wood
Lois M. Wood
Deputy Prosecuting Attorney

EXHIBIT 5

1563139
Page: 2 of 16
03/09/1999 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

EXHIBIT A

The following described real property (property) includes Tracts 1, 2, 3 and 4 together with all roads contiguous to said Tracts of land. Said real estate is described as follows:

TRACT 1 A parcel of land situated in the Northeast quarter of the Northeast quarter of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence South 01°27'05" West, along the East line of said Northeast quarter a distance of 80.34 feet; thence North 88°32'55" West, a distance of 40.27 feet to the Westerly margin of Convention Place Road and being the True Point of Beginning; thence South 01°38'26" West, along said Westerly margin a distance of 339.53 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet a point of tangent and being on the Northerly margin of Rodeo Drive; thence North 88°21'34" West, along said Northerly margin a distance of 611.30 feet to a point of curve; thence along a curve to the left having a central angle of 14°53'21", a radius of 1040.00 feet and an arc distance of 270.26 feet to a point of reverse curve; thence along a curve to the right having a central angle of 89°29'45", a radius of 20.00 feet and an arc distance of 31.24 to a point of tangent and being on the Easterly right of way margin of Road 68; thence North 13°45'10" West, along said Easterly margin a distance of 277.20 feet; thence South 75°59'25" West, a distance of 45.00 feet; thence North 14°00'29" West, and continuing along said Easterly margin a distance of 98.78 feet to a point of curve; thence along a curve to the right having a central angle of 104°15'57", a radius of 20.00 feet and an arc distance of 36.40 feet to a point of tangent and being on the Southerly right of way margin of Burden Road; thence South 89°44'32" East, along said Southerly margin a distance of 1027.55 feet to a point of curve; thence along a curve to the right having a central angle of 91°22'58", a radius of 20.00 feet and an arc distance of 31.90 feet to the True Point of Beginning. (Also known as Tract 1 of Survey No. 523124)

TRACT 2

A parcel of land situated in the Northwest quarter of Section 15, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Exhibit A - 1

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

EXHIBIT 5

1563139
Page: 3 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

Beginning at the Northwest corner of said Northwest quarter; thence South 88°21'34" East along the North line of said Northwest quarter a distance of 1630.01 feet; thence South 01°27'09" West a distance of 59.00 feet to the Southerly right of way margin of Burden Road and being the True Point of Beginning; thence continuing South 01°27'09" West a distance of 2588.27 feet to the Northerly right of way margin of State Highway (SR 182); Thence North 65°56'35" West along said Northerly margin a distance of 968.57 feet; Thence North 53°32'31" West a distance of 32.11 feet; Thence leaving said Northerly margin North 01°27'09" East a distance of 1269.58 feet. Thence North 88°21'34" West a distance of 672.79 feet to the Easterly margin of Convention Place Road; Thence North 01°38'26" East along said Easterly margin a distance of 911.00 feet to a point of curve; Thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on said Southerly margin; thence South 88°21'34" East along said Southerly margin a distance of 1570.20 feet to the True Point of Beginning.

SUBJECT TO easements, reservations and restrictions of record.

Containing 65.02 acres or 2,832,188 square feet.

TRACT 3

A parcel of land situated in the Northeast quarter of Section 16, township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence South 01°27'05" West, along the East line of said Northeast quarter a distance of 1070.01 feet to the True Point of Beginning; thence continuing South 01°27'05: West, a distance of 477.55 feet to the Northerly right of way margin of State Highway (SR 182); thence North 25°29'36" West, along said Northerly margin a distance of 164.55 feet to a point of non-tangent curve: thence along a curve to the left having a central angle of 78°04'15", a radius of 500.00 feet and a chord bearing of North 61°37'43" West, and a chord distance of 629.80 feet to a point of tangent; thence North 69°22'07" West, a distance of 174.84 feet to the Easterly right of way margin of Road 68; thence North 13°45'10" West, along said Easterly margin a distance of 502.35 feet to a point of curve; thence along a curve to the right having a central angle of 90°34'06", a radius of 20.00 feet and an arc distance of 31.61 feet to a point of compound curve and being on the Southerly margin of Rodeo Drive; thence along a curve to the right having a central angle of 14°49'30", a radius of 960.00 feet and a chord bearing of North 84°13'41" East, and a chord distance of 247.70 feet to a point of tangent; thence South 88°21'34" East, along said Southerly margin a distance of 611.30 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius

03-99

1563139
Page: 4 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on the Westerly margin of Convention Place road; thence South 01°38'26" West, along said Westerly margin a distance of 530.00 feet; thence South 88°21'34" East, a distance of 43.53 feet to the True Point of Beginning. (Also known as Tract 3 of Survey No. 523124.)

TRACT 4

A parcel of land situated in the Northwest quarter of Section 15, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northwest corner of said Northwest quarter; thence South 01°27'05" West, along the West line of said Northwest quarter a distance of 1070.01 feet the True Point of Beginning; thence South 88°21'34" East, a distance of 36.47 feet; thence North 01°38'26" East, a distance of 80.00 feet; thence South 88°21'34" East, a distance of 672.79 feet; thence South 01°27'09" West, a distance of 1269.58 feet to the Northerly right of way margin of State Highway (SR 182); Thence North 53°32'31" West, along said Northerly margin a distance of 287.30 feet to a point of non-tangent curve; thence along a curve to the right having a central angle of 39°32'00", a radius of 885.00 feet and a chord bearing of north 42°21'35" West, and a chord distance of 598.60 feet to a point of tangent; thence North 25°29'36" West, a distance of 131.92 feet to the West line of said Northwest quarter; thence leaving said Northerly margin North 01°27'05" East, a distance of 477.55 feet to the True Point of Beginning. (Also known as Tract 4 of Survey No. 523124.)

ROADS

All roads adjacent to and contiguous with the above-describe parcels of real property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68 and Convention Place are to the extent that they are adjacent to any of the above-described properties are hereby included as property subject, however, to their use as roadways and subject to their use for right of ways for utilities and irrigation facilities.

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

1563139
Page: 5 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 22.00 Franklin Co, WA

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions ("covenants") is made this 18th day of March, 1998, by the COUNTY OF FRANKLIN ("declarant"), a Washington municipal corporation, 1016 N. Fourth Avenue, Pasco, Washington 99301, regarding certain land known as TRAC BUSINESS PARK, in the City of Pasco, Washington.

ARTICLE I
RECITALS

1.1 Declarant is the present record title holder of certain real property situated in the City of Pasco, County of Franklin, State of Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein, which real property is referred to herein as the "property".

1.2 Declarant is desirous of subjecting the property to the conditions, covenants, restrictions and reservations set forth in these covenants to insure proper use and appropriate development and improvement of said property in order to:

A. Promote, encourage and maintain an integrated "community" concept;

B. Protect the owners, tenants and occupants of building sites against improper development and use of surrounding building sites which will depreciate the value and use of their building sites;

C. Assure adequate and reasonably consistent development of the property;

D. Prevent the erection on the property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;

E. Encourage and cause the erection of attractively designed permanent improvements which are appropriately located within the property to achieve a harmonious appearance and function; and

F. Generally promote the welfare and safety of the owners, tenants and occupants of each building site and of the general community.

ARTICLE II
DEFINITIONS

2.1 Definition of Terms.

A. "Building site" shall mean any contiguous parcel or plot of land within the property covered by these covenants whose size and dimensions are established through a

03-99

EXHIBIT 5

1563139
Page: 6 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

subdivision, short plat, binding site plan or other instrument approved by the city of Pasco or other governing jurisdictions and by declarant in writing, an which description of said parcel or plot of land is reduced to writing, executed, acknowledged and recorded with the Franklin County Auditor and which document designates the parcel(s) or plot(s) of land as a building site for purposes of these covenants.

B. "Declarant" shall mean Franklin County, its successor and assigns.

C. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, structures of any type or kind, or any other change in the property from its natural state.

D. "Mortgage" shall mean and include deeds of trust mortgages, and seller's interest in a real estate contract.

E. "Owner" shall mean the party or parties other than declarant owning fee title to any building site; provided, an owner upon written notice to declarant may assign all or part of its rights, but not duties, hereunder to owner's tenant.

F. "Common area" shall mean any common entry way, signs at the roadway entrances to the property, and any landscaping islands in the roadways and any other areas or improvements designated by declarant or the architectural and landscaping review committee.

ARTICLE III
PERMITTED USES AND PERFORMANCE STANDARDS

3.1 No Offensive Uses. No noxious, hazardous or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which is or may become an annoyance or nuisance to the owner, tenant or occupant of any other building site within the property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No hazardous wastes or substances (as defined by federal and/or Washington state laws or regulations) shall be transported to any building site for the purpose of disposing or storage.

3.2 Performance Standards. Building sites shall be utilized only for uses permitted under applicable zoning classifications, uses and restrictions reflected in the Pasco Municipal Code, including any amendments thereto. The architectural and landscaping review committee, in its sole discretion, shall have the right to impose more restrictive use and performance standards in order to insure proper use and appropriate development and improvement of the property. Performance standards as may be added by the architectural and landscape review committee include, but are not limited to, construction scheduling and time of completion of improvements and modifications upon any building site.

ARTICLE V
REGULATION OF IMPROVEMENTS

4.1 Improvements Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications thereof has been approved by the architectural and landscaping review committee as more fully set forth in Article VI of these covenants.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 7 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, MA

4.2 Setbacks. At a minimum, all setbacks shall be prescribed by the zoning regulations contained in the Pasco Municipal Code.

4.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described below. Each owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each owner and tenant for customers and visitors. The location, number and size of parking spaces shall be in accordance with the zoning classifications as set forth in the Pasco Municipal Code and further subject to approval by the architectural and landscaping review committee pursuant to Article VI hereof. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage and shall be subject to the approval of the architectural and landscaping review committee. No owner, tenant or employee of owner or tenant shall place an unattended vehicle on the building site for a continuing period in excess of 36 hours.

4.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard or front portion of a building site. Proper visual screening must be provided between truck loading and receiving areas and any street as provided by the applicable zoning classifications and subject to approval by the architectural and landscaping review committee.

4.5 Outside Storage: Except as previously authorized by the Architectural Committee, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building. Facilities for waste and rubbish storage shall be properly screened and shall not be installed, constructed or utilized without the prior written approval of the architectural and landscaping review committee.

4.6 Landscaping.

A. Approved Plan. All building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the architectural and landscaping review committee prior to any development of each building site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types and sizes of trees, hedges and shrubs and information regarding other customary landscape treatment for screening. All landscaping plans also shall include an automatic underground sprinkling system for grasses or other plants requiring irrigation. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the architectural and landscaping review committee. All plans must at a minimum include landscaping around the entire perimeter of the building site and meet the landscaping requirements contained in the zoning regulations of the Pasco Municipal Code.

B. Landscaping Installation. All landscaping required hereunder, or otherwise to be provided on any building site, shall be completed within ninety (90) days after substantial completion of the construction of a building or other improvement to be constructed on the building site. If weather conditions do not allow timely completion, then such building site owner shall notify the architectural and landscaping review committee in writing that such landscaping cannot be completed within the ninety (90) day period, and the architectural and landscaping review

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 8 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, MA

committee may issue an extension, in writing, upon good cause shown. The required landscaping shall be completed as soon thereafter as weather conditions permit, and the owner shall notify the architectural and landscaping review committee immediately upon such completion. If any owner fails to undertake and complete its landscaping within the ninety (90) days period set forth above or any extension thereof, then either the architectural and landscaping review committee or declarant, at its option, after giving the owner ten (10) days prior written notice, may undertake and complete the such landscaping because of the failure of an owner to complete the same, and the costs of such landscaping shall be assessed against the owner. If such landscaping assessment shall not be paid within thirty (30) days after written notice of such assessment from the architectural and landscaping review committee or declarant to said owner, then said assessment will constitute a lien on the building site and may be enforced as set forth in Article VIII, Paragraph 8.3 hereof.

C. Landscape Maintenance. Each owner, tenant or occupant of a building site shall be responsible for the landscape maintenance of its building site in a uniform, high quality, first-class manner, and it may contact to have such work performed by an independent landscape maintenance contractor. However, in the event that the landscape maintenance performed by such owner, tenant or occupant, or its contractor, is not in compliance with the landscaping maintenance standards established by the architectural and landscaping review committee and such landscape maintenance is not brought in compliance with such standards within thirty (30) days (or such longer period of time as designated by declarant or the architectural and landscaping review committee, in their sole discretion) of the receipt of written notice from declarant or said committee setting forth the particulars of such noncompliance, then declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agent), in its sole discretion, may enter upon the building site and undertake such landscape maintenance. All costs of such landscape maintenance undertaken by declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agents), shall be assessed against the building site upon such landscape maintenance is performed, and failure to pay such assessment shall constitute a lien against the building site enforceable pursuant to Article VIII, Paragraph 8.3 hereof.

4.7 Maintenance. Each owner of a building site shall keep its building improvements and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each owner, tenant or occupant at its own expense shall remove any rubbish or trash of any character which may accumulate on its building site. Rubbish, trash, garbage or other waste shall be kept in sanitary covered containers of either metal or rigid plastic. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the property by burning in open fires. Any building exterior which is painted must at a minimum be repainted every five (5) years.

4.8 Signs.

A. Each improved building site shall be allowed signs in accordance with the zoning regulations for the property as set forth in the Pasco Municipal Code and as approved and designed by the architectural and landscaping review committee.

B. Flashing, temporary, moveable or moving signs shall not be permitted, except as may be permitted and approved in writing, in advance of use or installation, by the architectural and landscape review committee.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 5 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

C. All proposed plans for signs to be erected, including details of design materials, location, size, height, color and lighting, shall require the prior written approval of the architectural and landscaping review committee before erection. All signs must be consistent with and complimentary to other signs located on the property.

D. The provisions with respect to signs contained in paragraph 4.8, shall not apply to signs identifying the land as a business park.

4.9 Utility Connections. All utility lines and connections shall be underground. Transformer and utility meters of any type shall be adequately screened from view and all installations of transformer and/or meters shall require the written approval of the architectural and landscaping review committee before installation. The architectural and landscaping review committee shall have the right to require any owner to grant easements for utilities within the setback area of his building site for the benefit of other owners.

4.10 On-Site Drainage. Each building site owner shall be required to provide adequate drainage facilities, including on-site detention and metered releases of storm water runoff resulting from precipitation. The amount of detention shall be at least equivalent to the estimated change in store water runoff resulting from the placement of buildings and parking areas on building site. The estimated change in storm water runoff between historical (undeveloped) conditions and developed conditions shall be measured as the increased flow resulting from changes in the coefficient of storm water runoff and the time of concentration. An engineer's response comparing the before and after conditions and recommending methods of detention and adequate methods of drainage shall be submitted by the owner to the architectural and landscaping review committee for plans and specifications for any building as herein provided. The architectural and landscaping review committee may approve detention through ponding storage of storm water on roof tops, in parking areas, in the landscaping areas, in graded drainage swales and/or by other approved methods.

4.11 Water and Sewage. Each building site owner shall be required to connect to all water and sewer lines and satisfy all health and governmental water and sewage treatment requirements.

4.12 Antennas and Satellite Dishes. No antennae shall extend more than ten (10) feet over the roof of any building. Any satellite dishes erected shall be screened so as to not be visible from any roadway.

ARTICLE V
BUILDING STANDARDS

5.1 Construction. Construction or alterations of all buildings within the property shall meet the standards as set forth in these covenants. In addition, the following standards shall apply:

A. Fire Resistant. All buildings shall be of fire resistant construction. Construction shall include an automatic sprinkler system which meets the standards of the insurance services office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any other building built

03-99

1563139
Page: 16 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

upon the property.

B. Equipment. No heating, air conditioning, electrical or other equipment or apparatus shall be installed on the roof of any building or structure or hung on the exterior walls unless the same is screened, covered and installed in a manner which shall be first approved in writing by the architectural and landscaping review committee.

C. Exterior. All buildings shall be constructed with an exterior finish consisting of metal, brick, aggregate or masonry veneer, stucco, glass or such other materials as are first approved in writing by the architectural and landscaping review committee. Notwithstanding any provisions contained herein to the contrary, the architectural and landscaping review committee reserves the right, in its sole discretion, to approve or disapprove all exterior finish materials. No prefabricated corrugated metal construction shall be approved or permitted.

D. Screening. All screening called for herein shall be constructed of materials similar and of like nature to the buildings located on the building site and be of similar architectural design and appearance.

5.2 Zoning Restrictions. In the event of any overlap or conflict between any requirements of these covenants and the requirements of the zoning or building codes of the City of Pasco, Washington, the more stringent or restrictive requirement shall govern.

5.3 Adjacent Zoning. It is recognized that these covenants apply to the real property described in Exhibit "A" and may be extended to apply to adjacent tracts of land controlled by the declarant. Declarant specifically reserves the right that these covenants shall not limit, nor prohibit declarant from authorizing any legal use of adjacent properties, including use for recreational vehicle parks, camping facilities, and attendant structures, services and business providing services to recreational vehicle parks and camping facilities.

ARTICLE VI
APPROVAL OF PLANS

6.1 Architectural and Landscaping Review Committee. There is hereby established an architectural and landscaping review committee whose members shall be appointed by the declarant. This committee shall consist of three (3) members. The members shall consist of: one member appointed by the Franklin County Board of Commissioners; one member appointed by the City Council of Pasco; and one member appointed by the landowners.

Members of the architectural and landscaping review committee shall serve a term of two (2) years and each member may serve consecutive and/or succeeding terms if so appointed. The affirmative vote of two (2) members shall constitute the action of the architectural and landscaping review committee. Replacement members shall be appointed in the same manner as set forth in the preceding paragraph. Each owner shall have one vote for each acre or portion of acre owned, and the vote of a majority of the owners for the appointment of the member appointed by the landowners shall be required to appoint said member or said member's replacement. Any owner may nominate a person for the position subject to said election. Election shall occur within thirty (30) days of a vacancy and shall be done by first class mail. The remaining committee members shall conduct the election and tabulate the results.

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

EXHIBIT

1563139
Page: 11 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, VA

6.2 Required Approvals. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications with respect thereto have been submitted to and approved in writing by the architectural and landscaping review committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number of employees, and such other information as may be requested by said committee. All plans and specifications shall be submitted in manner and form satisfactory to the architectural and landscaping review committee and in writing over the signature of the owner of the building site or the owner's authorized agent. The architectural and landscaping review committee shall have the right to charge an owner a reasonable fee, which shall be initially set at two hundred fifty dollars ($250.00) for the review of original plans and specifications submitted to the architectural and landscaping review committee and a reasonable fee, which shall be initially set at one hundred dollars ($100.00) for additional plans and specifications (or the resubmission of disapproved plans and specifications) submitted by an owner with respect to such owner's building site. Any change (whether at the owner's initiative or to comply with code or permit requirements) shall require approval of the architectural and landscaping review committee.

6.3 Approval Criteria. Approval shall be based, among other things, on the following: adequacy of building site dimensions; conformity and harmony of external design and materials with neighboring structures; effect of location and use of improvements of neighboring building sites, operations and uses; relation to topography, grade and finished ground elevation of the building site being improved to that of neighboring building sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and intent of these covenants and the applicable zoning regulations as may be amended from time to time. The architectural and landscaping review committee shall not arbitrarily or unreasonably withhold is approval of such plans and specifications. Upon disapproval by the committee, the owner shall not take any further action regarding the proposed improvement until revising, resubmitting and obtaining the approval of such revised plans and specifications by the architectural and landscaping review committee.

6.4 Review Period. If the architectural and landscaping review committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. However, the restrictions contained in Article IV must be complied with even if no response is given by the architectural and landscaping review committee. The architectural and landscaping review committee shall notify the owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day period shall commence on the date all required information was received by the committee.

6.5 No Liability. Neither the architectural and landscaping review committee, declarant, nor their respective successors or assigns shall be liable in damages to anyone with regard to any restrictions, standards or requirements contained in these covenants and/or to anyone submitting plans to them for approval, or to any owner of land affected by these covenants, by reasons of mistake or difference in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications.

03-99

1563139
Page: 12 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, VA

ARTICLE VII
ENFORCEMENT

7.1 Abatement and Suit. The covenants, including all conditions, covenants, restrictions and reservations, contained herein shall run with the land and be binding upon and inure to the benefit of declarant and the owners of every building site within the property. These covenants may be enforced as provided hereinafter by declarant acting for itself, or by the architectural and landscaping review committee on behalf of all owners. By acquiring an interest in the property, each owner irrevocably appoints declarant (or the architectural and landscaping review committee if declarant so designates) as the owner's attorney-in-fact for enforcement and all other purposes. If declarant and the architectural and landscaping review committee fail to take corrective action within thirty (30) days after an owner notified declarant (or the architectural and landscaping review committee if declarant so designates) in writing of a claimed violation of these covenants, then (and only in that event) an owner at his own cost and expense, may separately enforce these covenants as hereinafter provided. Violation of any term or provision herein contained shall give declarant and/or the architectural and landscaping review committee the following cumulative rights: to enter upon the portion of the property wherein said violation exists and to summarily abate and remove at the expense of the owner thereof any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; to institute a proceeding at law or in equity against the owner or owners who have violated or are attempting to violate any of the terms and provisions of these covenants and to enjoin or prevent them from continuing to do so; or otherwise to cause said violation to be remedied and/or to recover damages for said violation. All costs of abatement, removal or remedying of the violation shall be assessed against the building site and failure to pay such assessment shall constitute a lien enforceable against the building site pursuant to Article VII, paragraph 7.3.

7.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant or occupant shall be applicable against ever such violation and may be exercised by declaration and/or the architectural and landscaping review committee. In the event of any violation or the threatened violation of these covenants or any part thereof, any person or entity, authorized to enforce these covenants, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a court of competent jurisdiction in addition to all other remedies set forth herein.

A. Attorney's Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, or any provisions hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.

B. No Waiver. The failure of declarant and/or the architectural and landscaping review committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and declarant and/or the architectural and landscaping review committee shall not be liable therefore.

7.3 Enforcement Assessments. The owner of each building site shall, within thirty (30)

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

1563139
Page: 13 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

days after the date upon which a notice of assessment is made or delivered to such owner, remit the amount of such assessment to declarant or the architectural and landscaping review committee, as the case may be. Assessments shall include but not be limited to the following:

A. Assessment arising from completion of landscaping in accordance with Article IV, paragraph 4.6B above;

B. Assessments arising from landscaping maintenance of said owner's building site which was performed in accordance with Article IV, paragraph 4.6C; and/or

C. Assessments arising from abatement, removal or remedying violations in accordance with Article VII, paragraph 7.1 above.

Any assessment not paid within the aforesaid thirty (30) day period shall bear interest from and after said thirty (30) day period at the rate of twelve (12) percent per annum until paid. All assessments not paid as set forth herein, plus accrued interest thereon, shall constitute a lien on the building site superior and prior to all other liens and encumbrances, except those liens for general taxes and special assessment liens, and except all liens unpaid on any mortgage of record. To evidence the lien created under these covenants, declarant or the architectural and landscaping review committee shall prepare written notice (the "notice") setting forth the amount of such unpaid assessment, the name of the owner or the reputed owner of the building site and a legal description of such building site. The notice shall be signed by declarant or a member of the architectural and landscaping review committee and shall be recorded in the office of the clerk and recorder for Franklin County (or to the appropriate office for recording real property records) after having been mailed to the owner or reputed owner of the building site in default not less than thirty (30) days prior to such recording. The lien for the unpaid assessment shall attach from the date of the recording of the notice. Any such lien may be enforced by the foreclosure upon the building site in the same manner as real property is foreclosed under the laws of the State of Washington. In any such foreclosure, the owner of the building site which is being foreclosed shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and filing of the notice as provided herein and in connection with the foreclosure. Declarant or any member of the architectural and landscaping review committee, as the case may be, shall have the power to bid on the building site being foreclosed. Declarant or the architectural and landscaping review committee shall notify any mortgagee of the building site being foreclosed if such encumbrancer has its address of record in the encumbrance document or otherwise furnishes it address in writing to declarant or the architectural and landscaping review committee. Any mortgage holding a lien on the building site may, but shall not be required to, pay any unpaid assessment and upon such payment, the mortgagee shall have a lien on the building site for the amount paid with the same priority as the lien of declarant or the architectural and landscaping review committee. If a mortgagee forecloses mortgage, the mortgagee or its purchaser shall not be liable for the unpaid assessments chargeable to the foreclosed building site which became due prior to such possession. All unpaid assessments against the foreclosed building site shall become a new assessment to be pro rata reassessed and paid by all other building site owners, including the mortgagee or its purchaser.

The assessment amount against each building site also shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same.

1563139
Page: 14 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

7.4 Certificate of Compliance. Upon written request of any owner, mortgagee, prospective owner, tenant or prospective tenant of a building site, and upon payment of a reasonable fee not to exceed Fifty Dollars ($50.00), declarant or the architectural and landscaping review committee shall issue an acknowledged certificate in recordable form setting forth the amounts of unpaid assessments under these covenants, if any, and setting forth generally whether or not said owner is in violation of any of the terms and conditions of these covenants. The certificate shall be conclusive upon declarant or the architectural and landscaping review committee in favor of the persons to whom addressed if they rely thereon in good faith. The certificate shall be furnished by declarant or the architectural and landscaping review committee within ten (10) days from the receipt of a written request therefore. If declarant or the architectural and landscaping review committee fails to furnish such statement within said ten (10) days, it shall be conclusively presumed there are no unpaid assessments relating to the building site as to which the request was made and that said building site is in conformance with all of the terms and provisions of these covenants.

ARTICLE VIII
TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

8.1 Term. These covenants, including every provision, condition, restriction and reservation contained herein, shall continue in full force and effect until January 1, 2045, and shall thereafter be automatically extended unless and until otherwise terminated or modified as provided below.

8.2 Termination and Modification. This declaration or any provision, covenant, condition, restriction or reservation contained herein, may be terminated, extended or amended as to the whole of said property or any portion thereof by declarant alone if it still owns fee title to any portion of the property or by the prior written consent of the owners of seventy-five percent (75%) of the property. Provided, no amendment shall impose more restrictive conditions than those set forth herein; and provided, further, any termination, extension or amendment shall be immediately effective when reduced to writing and executed and acknowledged by the appropriate parties (declarant alone or the requisite number of owners including the declarant if required) and when said writing is recorded in the office of the County Auditor of Franklin County, State of Washington.

8.3 Assignments of Declarant's Rights. Any and all of the rights, powers and reservations of declarant herein contained may be assigned in whole or in part by declarant to any person, corporation or association. Upon any such person, corporation or association evidencing its consent in writing to such assignment, it thereafter shall assume and have the same rights and powers as are given to by declarant herein. Upon such assignment, declarant shall be relieved from all obligations and duties hereunder. Further, declarant shall be relieved automatically from all obligations and duties hereunder upon declarant's sale or other transfer of all its fee interest in the property, whereupon the architectural and landscaping review committee shall exercise all rights, powers and duties of declarant under these covenants.

May 10, 2006

EXHIBIT 5

1563139
Page: 15 of 18
03/06/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

ARTICLE IX
MISCELLANEOUS

9.1 Partial Invalidity. All of the conditions, covenants, restrictions and reservations contained in this declaration of protective covenants shall be construed together, but if it shall at any time be held that any one or more of said conditions, covenants, restrictions and/or reservations or any part thereof is void, invalid or unenforceable, then the same shall be affected nor impaired thereby.

9.2 Liability for Assessments. Assessments upon the property shall be a liability against the property and upon sale of any portion of the property, including a building site, the owner so selling shall not have any further liability for the obligations thereon which accrue against the parcel sold after the date of conveyance, but nothing herein shall relieve an owner of any building site from liability for any assessments or other obligations incurred pursuant to these covenants prior to such sale. Upon such sale, the purchaser of the property shall become liable for any assessments or other obligations incurred pursuant to these covenants. Said assessments shall include, but not be limited to, LIDs and other improvement assessments against the property. Additionally, notwithstanding the above, upon the sale of the property by declarant, being Franklin County, State of Washington, all assessments against the property of every kind and nature, regardless of a date assessed or accrued, shall pass with the conveyance and shall become a liability of the purchaser upon conveyance, both past and future, and the purchaser shall be responsible for all said payments, delinquent or nondelinquent, accrued or not accrued, and shall pay the same in a timely manner. The terms of the preceding sentence may be waived only by specific authorization and written agreement to retain or maintain liability by the declarant, Franklin County.

9.3 Benefits and Burdens. The terms and provisions contained in these covenants shall bind and inure to the benefit of declarant, the owners of all building sites located within the property, and their respective heirs, successors, personal representatives and assigns.

9.4 Notice. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: if intended for a building site owner (1) to the address of the building site, if improved; (2) to the address set forth in the purchase and sale agreement or purchase and sale agreement application if the building site is not improved; or (3) if neither of the foregoing applies, then to the last known address of owner. If intended for declarant, then to the address designated by the declarant from time to time.

9.5 Singular and Plural Headings. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Paragraph headings have been inserted solely for convenience and shall not be considered a part of these covenants for any purpose relating to the interpretation or construction of these covenants.

9.6 Applicable Law. These covenants shall be construed and enforced in all respects under the laws of the State of Washington.

03-99

1563139
Page: 16 of 18
03/06/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

9.7 Other Agreements and Declarations. Nothing in these covenants shall modify or relieve any owner or other person from complying with obligations under any declarations for roadway easements or other easements or other agreement affecting the property or portions thereof which are recorded and/or entered into with an owner.

IN WITNESS WHEREOF, Franklin County has executed this instrument the day and year first above written.

FRANKLIN COUNTY

By: _____

By: _____

By: _____

STATE OF WASHINGTON)
:ss.
County of Franklin)

I certify that I know or have satisfactory evidence that Neva J. Corkrum, Sue Miller, and Frank H. Brock are the Commissioners of FRANKLIN COUNTY and signed this instrument on its behalf, and acknowledged it to be the free and voluntary act for said corporation, for the uses and purposes mentioned in the instrument.

DATED this 9th day of: March, 1998.

_____
Notary Public in and for the
State of Washington
residing at Basco
Hazel Hanson
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 9/19/99

03-99

AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE (10/22/03)

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on the Land
   e. Land division
   f. *environmental protection*

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
   This Exclusion does not limit the coverage described in Covered Risk 14, 15 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appeared in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

SCHEDULE B GENERAL EXCEPTIONS

The matters listed below each policy form are expressly excepted from the coverage of that policy and that policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – STANDARD COVERAGE AND CLTA STANDARD COVERAGE LOAN POLICY

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. *Discrepancies, conflicts in boundary lines, shortage in area, encroachments,* or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under workmen's compensation acts, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – EXTENDED COVERAGE

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Underground easements, servitudes or installations which are not disclosed by the public records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA LOAN POLICY (10/17/92) and ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)

No general exceptions appear in these policy forms.

EXHIBIT 5
May 10, 2006

SCHEDULE OF EXCLUSIONS FROM COVERAGE

The matters listed below each policy form are expressly excluded from the coverage of that policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason thereof.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CLTA STANDARD COVERAGE LOAN POLICY 1990

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, prohibiting regulating, or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy.
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances of governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE WHICH ISSUED THE COMMITMENT, AND A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) REFERRED TO IN THIS COMMITMENT WILL BE FURNISHED PROMPTLY UPON REQUEST.

EXHIBIT 5

May 10, 2006

COMMITMENT FOR TITLE INSURANCE

Issued by **Transnation Title Insurance Company**

LandAmerica Transnation

Transnation Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company.

TRANSNATION TITLE INSURANCE COMPANY

Attest: _____ Secretary

TRANSNATION TITLE INSURANCE COMPANY INCORPORATED SEPT. 16, 1992 ARIZONA

By: _____ President

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

EXHIBIT 5
May 10, 2006

Form B 1004-248

COMMITMENT FOR TITLE INSURANCE

American Land Title Association (1966)

Issued by

Transnation Title Insurance Company

Transnation Title Insurance Company
is a member of the LandAmerica family of title insurance underwriters.

LandAmerica Transnation

LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
telephone, toll free: 800 446-7086
www.landam.com

EXHIBIT 5 May 10, 2006

Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 99336
PHONE (509) 783-0660 • TITLE FAX (509) 783-0675
ESCROW FAX (509) 783-6612

Agent for

Transnation Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

EXHIBIT A May 10, 2006

Order No.: **P175259CH**
Escrow Officer: **PAM WILSON**

Re.: **FRANKLIN COUNTY WASHINGTON**

1. Effective Date: **April 7, 2006** at **8:00 A.M.**

2. Policy or policies to be issued:

   a. **ALTA Owner's Policy - Standard Coverage (10-17-92)** Amount $**TO COME**
   Proposed Insured:
   TO BE DETERMINED

   b. **None** Amount $
   Proposed Insured:

   c. **None** Amount $
   Proposed Insured:

PREMIUM INFORMATION:

A.	**Subdivider Rate**	**$**	**TBD**	Tax: **$**	Total: **$**
B.		**$**		Tax: **$**	Total: **$**
C.		**$**		Tax: **$**	Total: **$**

3. The estate or interest in the land described herein and which is covered by this commitment is:

   FEE SIMPLE

4. The estate or interest referred to herein is at Date of Commitment vested in:

   FRANKLIN COUNTY WASHINGTON, a municipal corporation

5. The land referred to in this Commitment is situated in the State of Washington and is more fully described as follows:
   SEE ATTACHED EXHIBIT A

Countersigned: _____
Casey Hart

CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES

casey@cascadetitlecompany.com

COMMITMENT FOR TITLE INSURANCE

Schedule B

Order No.**P175259CH**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. Any policy issued pursuant hereto will contain the Exclusions From Coverage and, under Schedule B, the standard exceptions as set forth and identified as to the type of policy on the attached Schedules of Exclusions and Exceptions.

SPECIAL EXCEPTIONS:

1. **LIEN of real estate excise sales tax upon any sale of said premises, if unpaid;**
   Located in: Pasco
   Excise Tax Rate: 1.53%

2. **THE COUNTY ASSESSOR'S office records indicate that the general taxes for the year 2006, are EXEMPT;**
   Tax Account No.: 117-490-110

3. **LIABILITY FOR GENERAL PROPERTY TAXES for the Purchaser's prorated portion of the year 2006, due to the transfer of exempt property to private ownership.**

4. **EXCEPTIONS AND RESERVATIONS contained in Deed;**
   From: The United States of America
   Recorded: September 24, 1975
   Recording No.: 355417

   As follows:
   A right-of-way thereon for ditches or canals constructed by authority of the United States.

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

5. **EASEMENT, including the terms, covenants and provisions thereof;**
   Recorded: May 3, 1976
   Recording No.: 360350
   In favor of: Franklin County, Washington
   For: Operation, use and maintenance of a road

6. **RELINQUISHMENT of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said premises and the highway or highways to be constructed on lands condemned by proceedings under United Stated District Court Eastern District of Washington;**
   Cause No.: C-820085-RJM
   By: The State of Washington

CONTINUED

SCHEDULE B - continued

Order No.: **P175259CH**

7. **TERMS, CONDITIONS AND PROVISIONS as contained in that certain Quit Claim deed instrument, entered into;**
   Recorded: October 5, 1990
   Recording No.: 474776
   In favor of : City of Pasco

8. **RESERVATION OF MINERALS OR MINERAL LANDS, access rights and use of surface area for mining operations, contained in Deed;**
   From: Glacier Park Company
   Recorded: October 16, 1990
   Recording No.: 474972

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

EXHIBIT 5 May 10, 2006

9. **EXCEPTIONS AND RESERVATIONS contained in Deed whereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;**
   From: The State of Washington
   Recording No.: 502470

   RIGHT OF THE STATE OF WASHINGTON or any grantee or lessee thereof, upon paying reasonable compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals, or other products from this and other property, as reserved in the Deed referred to above.

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

10. **EASEMENT, including the terms, covenants and provisions thereof;**
    Recorded: October 4, 1993
    Recording No.: 502470
    For:
    a) Easement for a right of way fo rburied telephone cable granted to Pacific Northwest Bell telephone Company on January 3, 1983 under Application No. 44823 for an indefinite term:

    b) Easement for a right of way for a county road granted to Franklin county on Februrary 10, 1975 under application No. CR 3089 for an indefinite term;

    c) Easement for a right of way for a county road granted to Franklin County on December 31, 1935 under Application No. CR 1537 for an indefinite term;

    d) Easement for a right of way for a road granted to City of Pasco on December 7, 19990 under Application No. 48469 for indefinite term;

    e) Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982 under Application No. SR-1194 for an indefinite term.

    f) Pending application for a right of way for a state road filed by the Department of Transportation on April 17, 1987 under Application No. SR-1260.

CONTINUED

SCHEDULE B - continued

Order No.: **P175259CH**

11. **RIGHT OF WAY EASEMENT, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;**
    Recorded: February 23, 1995
    Recording No.: 518429
    In favor of: Public Utility District No. 1 of Franklin County, Washington, a municipal corporation

12. **RIGHT OF WAY EASEMENT, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;**
    Recorded: February 23, 1995
    Recording No.: 518432
    In favor of: Public Utility District No. 1 of Franklin County, Washington, a municipal corporation

13. **EASEMENT(S) delineated on the face of survey No. 523124 and 1594575;**
    For: P.U.D. and telephone

14. **COVENANTS, CONDITIONS AND RESTRICTIONS contained in Declaration of Restrictions;**
    Recording No.: 1563139

15. **NOTES as contained on the face of said Binding Site Plan No. 2001-2006;:**

    a) **No direct access in permitted form any lot of this binding site plan to Road 68.**

    b) **Rodeo Drive will be restricted to right tin and right out traffic movements to and from Road 68.**

    c) **The landscape drainage swale and cul de sac in convention place must be installed prior to or in conjunction with the issuance of a building permit for lots abutting the areas lacking these improvements.**

16. **The names of the proposed insured were not furnished in the application for title insurance, and when disclosed will be subject to such matters as may be found by a search of the records against said names.**

CONTINUED

SCHEDULE B - continued

Order No.: **P175259CH**

17. NOTES as contained on the face of said Plat, as follows:

a) No direct access is permitted from lots 1 and 2 of this binding list plan to Road 68

b) Rodeo Drive will be restricted to right in and right our traffic movements to and from Road 68.

c) Franklin P.U.D. 's Note
The owner named hereon is responsible for *providing and installing all trench, conduit,* primary vaults, secondary junction boxes, and backfill for the P.U.D.'S primary and secondary distribution system in accordance with P.U.D. specifications. Said owner will make full advance payment of line extension fees and will provide said owner will make full advance payment of line extension fees and will provide all necessary utility easements Prior to P.U.D. construction and/or connection of electrical service to the Plat.

d) City of Pasco vertical datum reference: PSI #23-2 Brass cap at intersection of Burden Blvd. and Road 68 place, elevation = 506.96.

e) Street addresses will be assigned at the time building permits are issued.

f) water and sewer service are available from Rodeo Drive Only.

g) Lots 1, 2, 3 and 4 in this binding site plan shall participate in reciprocal access and utility easements and share common access parking, storm water retention and circulation rights.

h) At the time lots are developed, all abutting roads and utilities shall be improved to City standards as directed by the city engineer. If Lots 2 and/or 4 develop prior to Lots 1 and 3, Street improvements along road 68 and/or Rodeo Drive will be required as directed by the City engineer.

END OF SCHEDULE B

COMMITMENT FOR TITLE INSURANCE

Schedule C

Order No. **P175259CH**

The following matters will not be listed as Special Exceptions in Schedule "B" of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule "B" of the Policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule "B", excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the Policy.

NOTES AND REQUIREMENTS:

A. Requirements: Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

EXHIBIT 5 May 10, 2006

B. In the event this transaction fails to close a minimum cancellation fee of **$50.00** + **$4.15** sales tax will be charged for services rendered in accordance with our rate schedule unless otherwise specified.

C. This Commitment shall not obligate the Company to issue any Endorsement. All Endorsements to be issued must be agreed to by the Company and appropriate for the estate insured.

D. Any sketch or map enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

E. Unless otherwise requested, the forms of policy to be issued in connection with this commitment will be ALTA 1992 policies, or, in the case of standard lender's coverage, the CLTA Standard Coverage Policy - 1990. The policy committed for or requested may be examined by inquiry at the office which issued the commitment. A specimen copy of the policy form(s) referred to in this commitment will be furnished promptly upon request.

F. The specific discounted rate classifications applied to the owner's policy, and/or lender's policy requested for this transaction, are disclosed in "Schedule A" of the preliminary commitment. Other discounted rate classifications may apply, including the:

Short Term Rate
Prior Title Evidence Rate
Builder's, Subdivider's and Developer's Rate
Simultaneous Issue Rate
Refinance, Mortgage Reorganization, Junior Mortgage Rate
Special Project Rate

Attached in "Exhibit R" is a brief description of these rates. PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES. You may reach your title officer at 509-783-0660

ADDITIONAL NOTES AND REQUIREMENTS:

END OF SCHEDULE C

NOTE: In the event that the Preliminary Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection upon request.
CH/hk

EXHIBIT A

Order No.: **P175259CH**

A Parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 East, Willamette Meridian, Franklin County, Washington, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 01°27'05" West, along the East line of said Northeast Quarter, 520.00 feet; thence North 88°21'34" West, 281.72 feet to a point on the Southerly Margin of Rodeo Drive; thence South 01°38'26" West, 301.72 feet to the True Point of Beginning; thence South 01°38'26" West, 349.25 feet to a point on curve and being on the Northeasterly right of way margin of State Highway Sr 182 (E-CR-Line); thence along a 500.00 foot radius curve to the left through a central angle of 36°14'49" an arc distance of 316.31 feet and a chord bearing of North 77°01'38" West and a chord distance of 311.06 feet; thence leaving said Northeasterly margin North 01°38'26" East, 288.12 feet; thence South 88°21'34" East, 305.00 feet to the True Point of Beginning. (Also known as Lot 4, Binding site plan 2006-02 recorded under Auditor's File No. 1676945).

EXHIBIT 5 May 10, 2006

EXHIBIT "R"

DISCOUNTED RATE DISCLOSURE ADDENDUM

The specific discounted rate classifications applied to this transaction, are disclosed in Schedule A of the preliminary commitment. Other discounted rate classifications may apply, including the:

Builder's, Subdivider's & Developer's Rate

When an insured owner places an order for title insurance for a specific project on land which has been or is to be divided into four or more parcels of land. This rate applies also for lender's policies insuring a development loan and for the sale of a subdivided lot.

When a lender's policy is issued insuring a lien of a mortgage for financing the construction of residential or condominium units.

When an owner's policy is issued insuring the sale or lease of residential or condominium units.

EXHIBIT 5 May 10, 2006

Simultaneous Issue Rate

When any policy is issued simultaneously with a policy and one policy contains the provision that any loss payment or claim paid thereon shall reduce pro tanto the Company's liability under the other policy or policies.

Short Term Rate

If an owner's, purchasers, mortgagees, or leasehold policy has been issued by any title insurer, and an order for title insurance is placed within three (3) years following the date of the prior policy.

Refinance, Mortgage Reorganization/Junior Mortgage Rate

When a Lender's or Purchaser's Policy has been issued and a new loan on the same property is executed by the same borrower(s).

Special Project Rate

An application for a title insurance policy having a liability of $1,000,000.00 or more.

Prior Title Evidence Rate

If at any time an order for title insurance is placed, a copy of the then owner's policy of title insurance is submitted.

PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES.
You may reach your title officer at (509) 783-0660

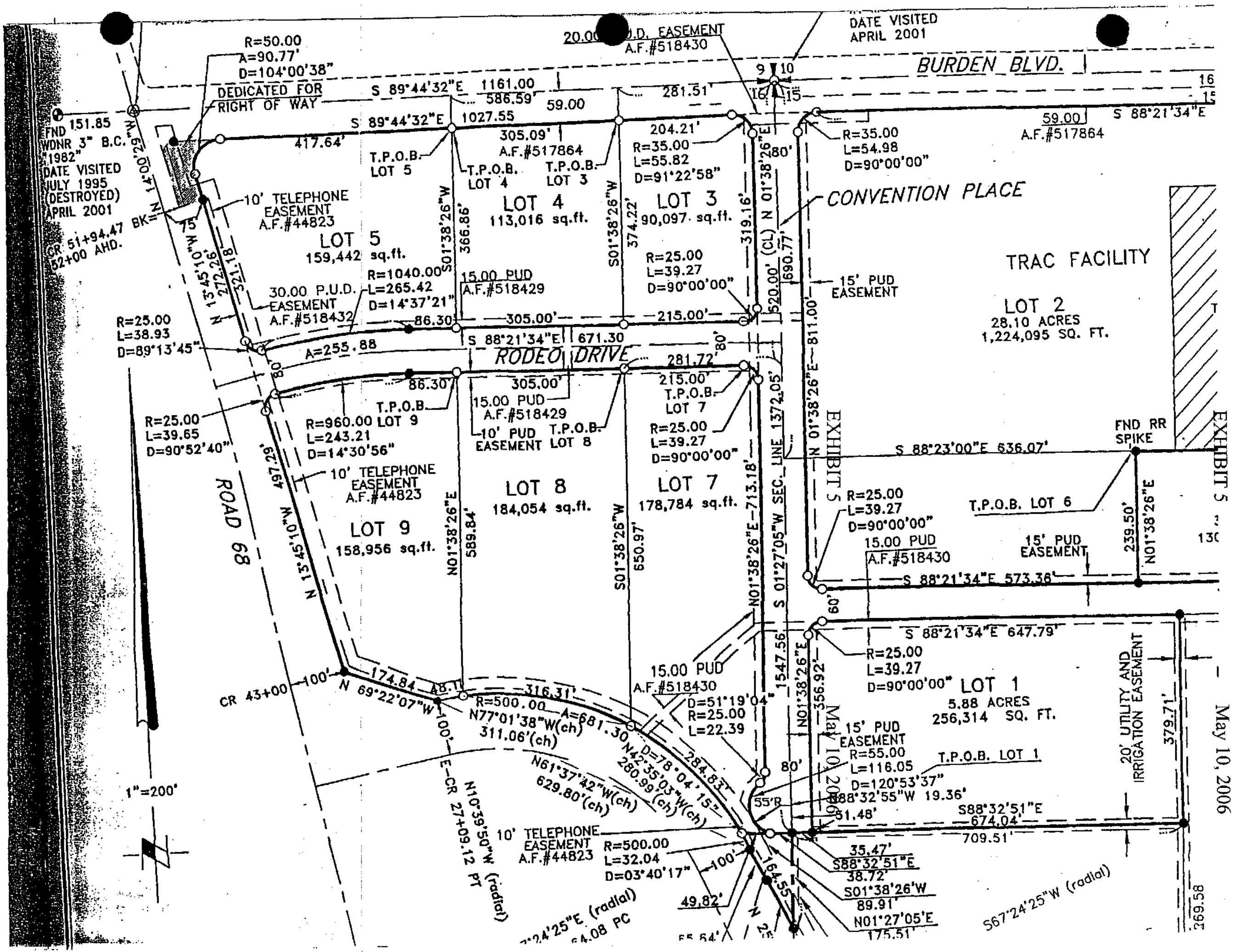
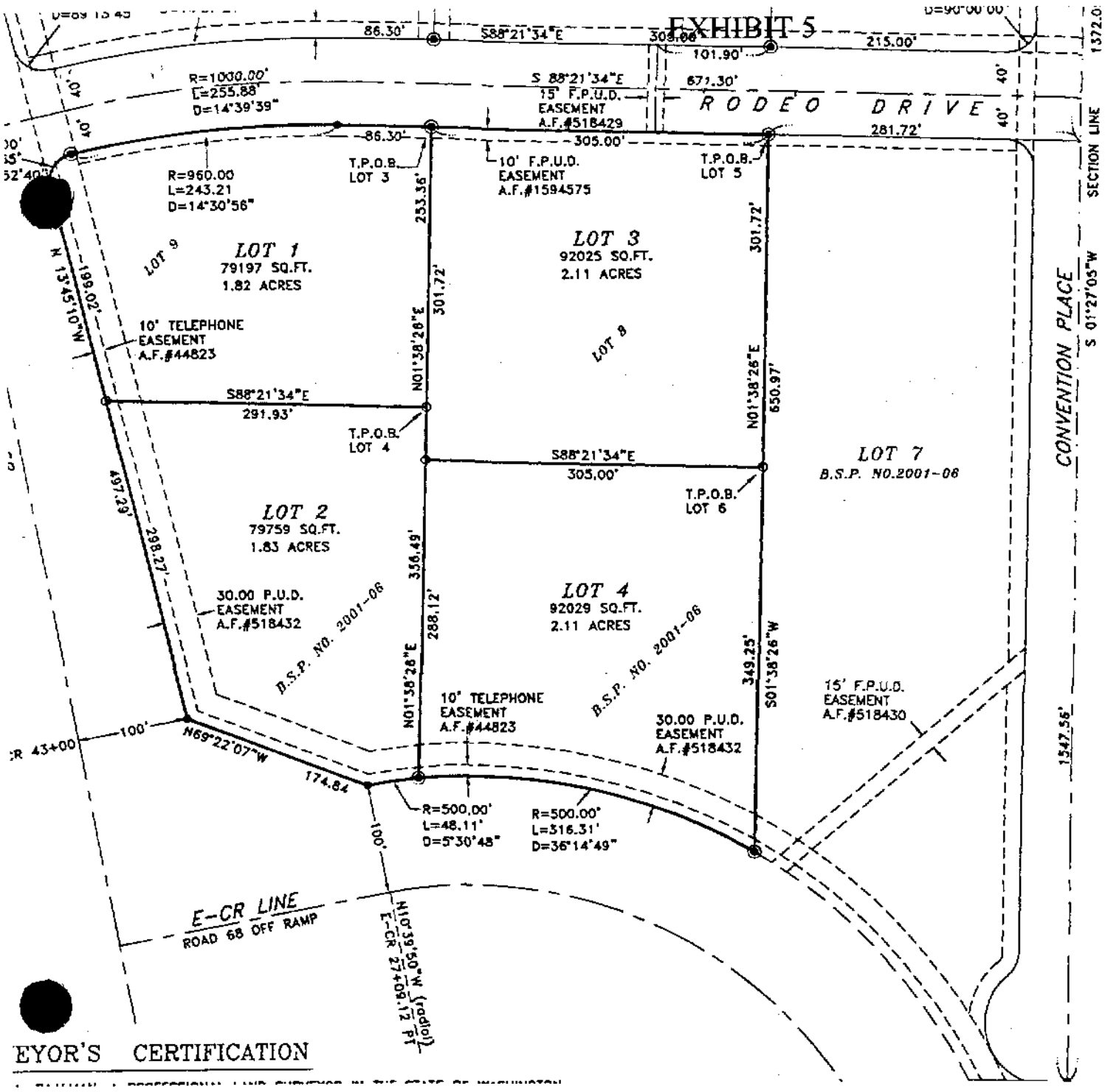

BURDEN BLVD.
DATE VISITED APRIL 2001
R=50.00
A=90.77'
D=104°00'38"
DEDICATED FOR RIGHT OF WAY
S 89°44'32"E 1161.00
586.59'
59.00
281.51'
S 89°44'32"E 1027.55
417.64'
FND 151.85 WDNR 3" B.C. "1982" DATE VISITED JULY 1995 (DESTROYED) APRIL 2001
CR 51+94.47 BK=N 14°00'29"W 52+00 AHD.
10' TELEPHONE EASEMENT A.F.#44823
LOT 5
159,442 sq.ft.
T.P.O.B. LOT 5
305.09'
A.F.#517864
T.P.O.B. LOT 4
T.P.O.B. LOT 3
LOT 4
113,016 sq.ft.
LOT 3
90,097 sq.ft.
204.21'
R=35.00
L=55.82
D=91°22'58"
S01°38'26"W 366.86'
S01°38'26"W 374.22'
319.16'
280'
N 01°38'26"E
59.00
A.F.#517864
S 88°21'34"E
R=35.00
L=54.98
D=90°00'00"
CONVENTION PLACE
TRAC FACILITY
LOT 2
28.10 ACRES
1,224,095 SQ. FT.
15' PUD EASEMENT
520.00'
(CL) N 01°38'26"E 690.77'
811.00'
N 13°45'10"W 272.26'
321.18'
30.00 P.U.D. EASEMENT A.F.#518432
R=1040.00
L=265.42
D=14°37'21"
15.00 PUD A.F.#518429
R=25.00
L=39.27
D=90°00'00"
R=25.00
L=38.93
D=89°13'45"
86.30'
305.00'
215.00'
A=255.88
S 88°21'34"E 671.30'
RODEO DRIVE
281.72'
80'
215.00'
T.P.O.B. LOT 7
R=25.00
L=39.65
D=90°52'40"
86.30'
T.P.O.B.
305.00'
15.00 PUD A.F.#518429
10' PUD EASEMENT
T.P.O.B. LOT 8
R=960.00
L=243.21
D=14°30'56"
LOT 8
184,054 sq.ft.
LOT 7
178,784 sq.ft.
LOT 9
158,956 sq.ft.
10' TELEPHONE EASEMENT A.F.#44823
ROAD 68
N 13°45'10"W 267.29'
N01°38'26"E 589.84'
S01°38'26"W 650.97'
N01°38'26"E-713.18'
S 01°27'05"W SEC. LINE 1372.05'
FND RR SPIKE
S 88°23'00"E 636.07'
EXHIBIT 5
R=25.00
L=39.27
D=90°00'00"
T.P.O.B. LOT 6
15.00 PUD A.F.#518430
15' PUD EASEMENT
239.50'
N01°38'26"E
S 88°21'34"E 573.36'
60'
S 88°21'34"E 647.79'
1547.56'
N01°38'26"E
356.92'
R=25.00
L=39.27
D=90°00'00"
LOT 1
5.88 ACRES
256,314 SQ. FT.
379.71'
20' UTILITY AND IRRIGATION EASEMENT
May 10, 2006
15.00 PUD A.F.#518430
D=51°19'04"
R=25.00
L=22.39
15' PUD EASEMENT
R=55.00
L=116.05
D=120°53'37"
T.P.O.B. LOT 1
S88°32'55"W 19.36'
S88°32'51"E 674.04'
709.51'
35.47'
S88°32'51"E
38.72'
S01°38'26"W
89.91'
N01°27'05"E
175.51'
269.58
CR 43+00
100'
N 69°22'07"W
174.84
A8.1
316.31'
R=500.00
A=681.30
N77°01'38"W(ch)
311.06'(ch)
D=78°04'15"
284.83'
N42°35'03"W(ch)
280.99'(ch)
N61°37'42"W(ch)
629.80'(ch)
80'
55'R
N10°39'50"W (radial)
CR 27+09.12 PT
10' TELEPHONE EASEMENT A.F.#44823
R=500.00
L=32.04
D=03°40'17"
100'
164.55'
49.82'
S67°24'25"E (radial)
S67°24'25"W (radial)
1"=200'

EXHIBIT 5

May 10, 2006



1"= 100'

TO EASEMENTS, RESERVATIO

CONTAINING 184,054 SQUARE FEET.

TOGETHER WITH:

LOT 9 (BINDING SITE PLAN 2001-06)
(TAX PARCEL NO. 117-490-095)
A PARCEL OF LAND SITUATED IN THE
TOWNSHIP 9 NORTH, RANGE 29 EAST
WASHINGTON, DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST COR
S.01°27'05" W., ALONG THE EAST LI
THENCE N.88°21'34" W., 586.72 FEE
RODEO DRIVE AND THE TRUE POINT
FEET TO A POINT ON CURVE AND BE
OF STATE HIGHWAY (E-RC LINE OF
TO THE LEFT THROUGH A CENTRAL A
AND A CHORD BEARING OF S.82°05'3
POINT OF NON-TANGENT; THENCE N
EASTERLY RIGHT OF WAY MARGIN OF
EASTERLY MARGIN, 497.29 FEET TO
RADIUS CURVE TO THE RIGHT THROU
DISTANCE OF 39.65 FEET TO A POIN
SOUTHERLY MARGIN OF RODEO DRIVE
TO THE RIGHT THROUGH A CENTRAL
BEARING OF N.84°22'58" E. AND A
TANGENT; THENCE S.88°21'34" E., A
THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIO

CONTAINING 158,956 SQUARE FEET.

TOTAL AREA = 456,026 SQUARE FEE

SEE SHEET 2 OF 2 FOR NEW LEGAL

EYOR'S CERTIFICATION

AUDITOR'S CERTIFIC

FILED FOR RECORD THIS 25th D

MINUTES PAST 3 P M.

PAGE 95 . AT THE REQUES

Lona G Lenhart

FRANKLIN COUNTY AUDITOR

EXHIBIT 5 May 10, 2006

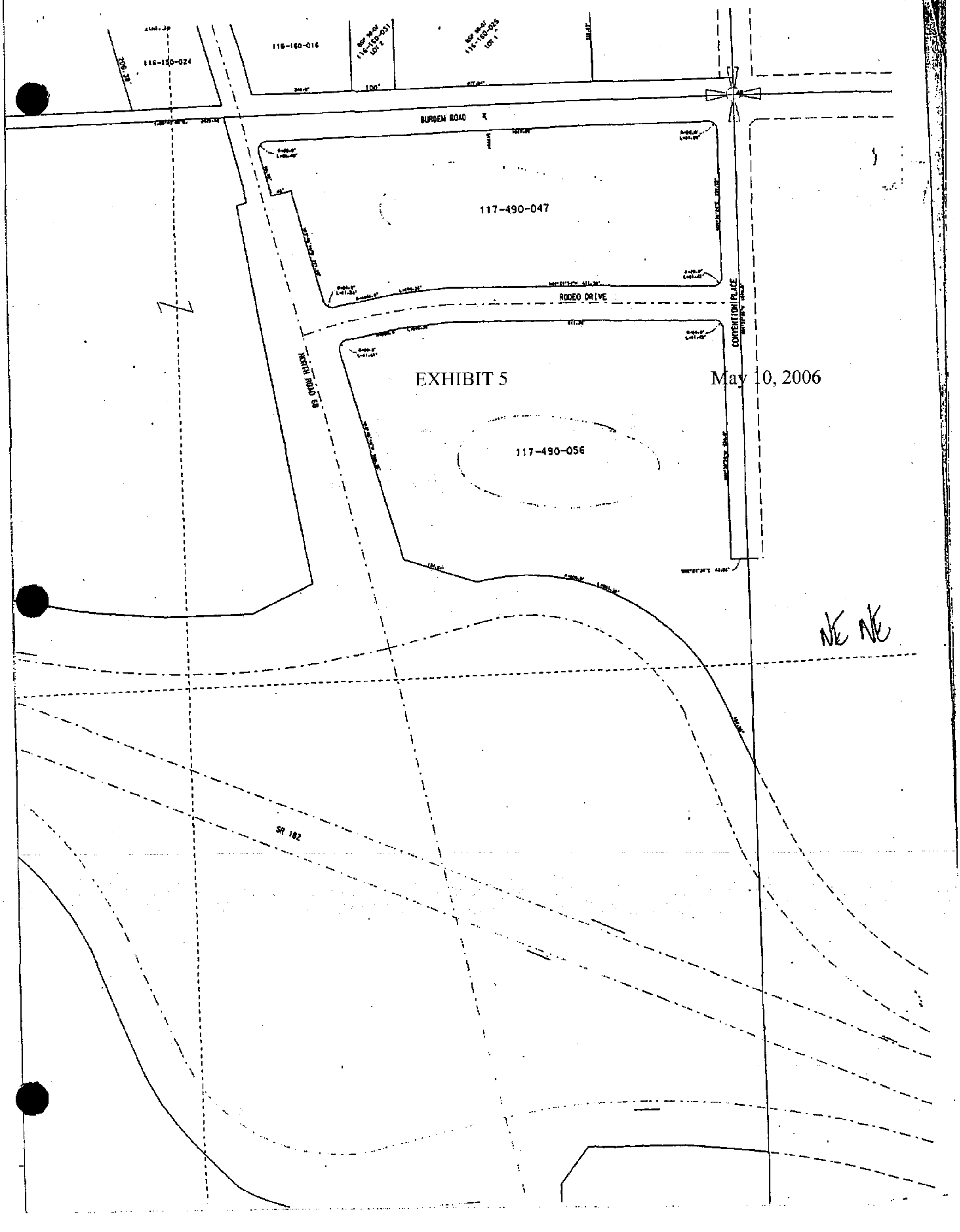


EXHIBIT 5 May 10, 2006

EXHIBIT 5 May 10, 2006

355417

Form 1860–9
(March 1968)
(formerly 4–1843)

Washington 05347

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States an application by the State of Washington and a decision of the Oregon State Office of said Bureau at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section lands in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676) upon its admission into the Union on November 11, 1889 (26 Stat. 1552):

EXHIBIT 5 May 10, 2006

Willamette Meridian, Washington.

T. 14 N., R. 27 E.,
Sec. 36, All.

T. 10 N., R. 28 E.,
Sec. 36, Lots 1, 4, 5, and 6, and E½E½.

T. 11 N., R. 28 E.,
Sec. 36, All.

T. 12 N., R. 28 E.,
Sec. 36, Lots 1 to 4, inclusive, and E½.

T. 13 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 29 E.,
Sec. 16, All;
Sec. 36, Lots 1 and 2.

T. 10 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

355417

RECORDED IN VOL 73
OF OFFICIAL RECORDS
PAGE ____ REQUEST OF
Department of Natural Resources
SEP 24 3 05 AM '75
DOROTHY TOWNE AUDITOR
FRANKLIN COUNTY, WASH.
DEPUTY
MAIL TO:
State of Washington
Dept. of Natural Resources
Olympia, Wa., 98504

46-76-0011
Patent Number

VOL 73 PAGE 505

(33) 355417

Washington 05347

T. 9 N., R. 30 E.,
Sec. 16, All;
Sec. 36, Lot 1.

T. 10 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

EXHIBIT 5 May 10, 2006

T. 14 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 31 E.,
Sec. 16, All.

T. 10 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 10 N., R. 32 E.,
Sec. 16, All.

T. 11 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

46-76-0011

Patent Number

VOL 73 PAGE 506

355417

(17) 355417

Washington 05347

T. 11 N., R. 33 E.,
Sec. 16, All.

T. 12 N., R. 33 E.,
Sec. 16, All;
Sec. 16, Lots 1 to 4, inclusive, and W½.

T. 13 N., R. 33 E.,
Sec. 16, All;
Sec. 36, All.

EXHIBIT 5 May 10, 2006

T. 14 N., R. 33 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 34 E.,
Sec. 16, All.

T. 14 N., R. 34 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 35 E.,
Sec. 16, All.

T. 14 N., R. 35 E.,
Sec. 16, All.
Sec. 36, All.

T. 13 N., R. 36 E.,
Sec. 16, Lots 1, 2, and 3, N½, N½SE¼,
and SE¼SE¼.

T. 14 N., R. 36 E.,
Sec. 16, All;
Sec. 36, All.

Aggregating 41,428.65 acres;

Patent Number 46-76-0011

VOL 73 PAGE 507
355417

Form 1860–10
(July 1975)

Washington 05347

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described lands on November 11, 1889, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said State of Washington, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever.

EXHIBIT 5 May 10, 2006

State of Washington) ss
County of Thurston)

I, DONALD F. MCKAY, Records Officer for BERT L. COLE, Commissioner of Public Lands of the State of Washington and ex officio Administrator of the Department of Natural Resources for the State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this 23rd day of September A.D. 1975

Donald F. McKay

DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon the TWENTY-SECOND day of AUGUST in the year of our Lord one thousand nine hundred and SEVENTY-FIVE and of the Independence of the United States the two hundredth and

[SEAL]

By Harold A. Berends
Chief, Branch of Lands
and Minerals Operations

Patent Number 46-76-0011

VOL 73 PAGE 508

Form 1860-8
(July 1975)
Washington 05347-A

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States, an application by the State of Washington and a decision of the Oregon State Office of said Bureau, at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section land in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676), upon the acceptance of the Plat of Survey on July 9, 1920:

EXHIBIT 5 May 10, 2006

Willamette Meridian, Washington.

T. 12 N., R. 28 E.,
Sec. 36, Lot 5.
Containing 27.91 acres;

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described land on July 9, 1920, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents, DOES GIVE AND GRANT, unto the said State of Washington, the land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever; and there is reserved from the land hereby granted, a right-of-way thereon for ditches or canals constructed by authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.

State of Washington }
County of Thurston } ss

I, DONALD F. MCKAY, Records Officer for BERT L. COLE, Commissioner of Public Lands of the State of Washington and ex officio Administrator of the Department of Natural Resources for the State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this 23rd day of September A.D. 1975

Donald F. McKay
DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon the TWENTY-SECOND day of AUGUST in the year of our Lord one thousand nine hundred and SEVENTY-FIVE and of the Independence of the United States the two hundredth.

And

By Harold A. Berends
Chief, Branch of Lands
and Minerals Operations

Patent Number 16-76-0012

GPO 886-816

VOL 73 PAGE 509

EXHIBIT 5 May 10, 2006

16-9-29 NE1

360350

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Easement No. CR 3089

THIS EASEMENT, made and entered into this 10th day of February, 1975, by and between FRANKLIN COUNTY, herein called the "Grantee," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

EXHIBIT 5 May 10, 2006

The State for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee:

An easement for a right of way for the sole purpose of construction, operation, use, and maintenance of a road over and across a location as shown on Plat No. CR 3069 filed in the office of the Commissioner of Public Lands at Olympia, Washington, a reduction of which is attached as Exhibit A, indicating said right of way in red, and by this reference made a part hereof, all in Franklin County, Washington. Provided, the Grantee may permit the installation of utilities specifically pertaining to electronic transmission lines, telephone lines, or pipelines but for no other purposes.

This easement granted herein is subject to the following terms, conditions, and provisions:

Consideration

The consideration paid by the Grantee to the State is as follows:

None. The benefits acruing to the State from the granting the public access rights offset the damage done to the land by the same grant.

Operating Specifications

In the exercise of rights granted by this easement, the Grantee agrees to abide by the State's Resource Management Operating Specifications in effect at the time of the execution of this easement.

Subsequent changes in specifications necessary to reasonably protect the environment will be mutually agreed upon. Costs for such subsequent changes will be borne by the Grantee.

If the two parties fail to agree that the changes in specifications are necessary, a three-member committee will be formed. Said committee to be made up of one member appointed by the State, one member appointed by the Grantee, and one member appointed by the two aforementioned members. The decision of the committee will be final and binding on all parties.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of said rights.

During operations under this easement, including the construction of roads and landings, the Grantee shall take such precautions as necessary to minimize insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

App. No. CR 3089

360350

All soil surfaces on the right of way, temporary roads and skid trails which are devoid of natural cover as a result of the operations hereunder, shall be reseeded to a grass mixture recommended by the local office of the County Extension Agent.

All legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object. Grantee shall record these references in the respective offices of the local County Engineer and the Commissioner of Public Lands.

EXHIBIT 5 May 10, 2006

The Grantee shall prevent the establishment of weeds upon, and the spread of weeds from, any portion of the right of way herein granted which is adjacent to cultivated State lands and shall further comply with the county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 113, Laws of 1969 Ex. Ses.). Payment of weed control costs will be the Grantee's responsibility.

In the event the county noxious weed control board directs the Grantee to control weeds or the Grantee elects to kill or control the growth of weeds and/or brush by chemical treatment within or in proximity to said right of way, he shall use only those chemical agents, the container labels of which have been registered with the Washington State Department of Agriculture. Such use must be in accordance with the labeled directions and approved of jointly by the Washington State Department of Agriculture and the County Extension Agent before commencement of any control program.

Restoration

It is understood and agreed that in the event any portion of the road described herein is abandoned, the Grantee shall take the necessary legal action to vacate such portions and shall immediately restore the land within all abandoned portions to a natural condition as may be directed by the State.

On those portions designated for restoration, all asphalt shall be removed from the abandoned right of way and shall not be deposited on the adjacent State land; in addition, the land surface shall be scarified to blend with the adjoining landscape.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file with the State in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Ellensburg, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

360350
RECORDED IN VOL 80
OF OFFICIAL RECORDS
PAGE ____ REQUEST OF
Franklin Co. Engineer
MAY 3 11 17 AM '76
DOROTHY GUNKE AUDITOR
FRANKLIN COUNTY, WASH.
DEPUTY
MAIL TO:

VOL 80 PAGE 112

App. No. CR 3089

360350

360350

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By _____
BRIT L. COLE
Commissioner of Public Lands

EXHIBIT 5 May 10, 2006

FRANKLIN COUNTY

_____
_____
_____
County Commissioners

Courthouse
Pasco, WA 99301

App. No. CR 3089
db

360359

VOL 80 PAGE 113

360350

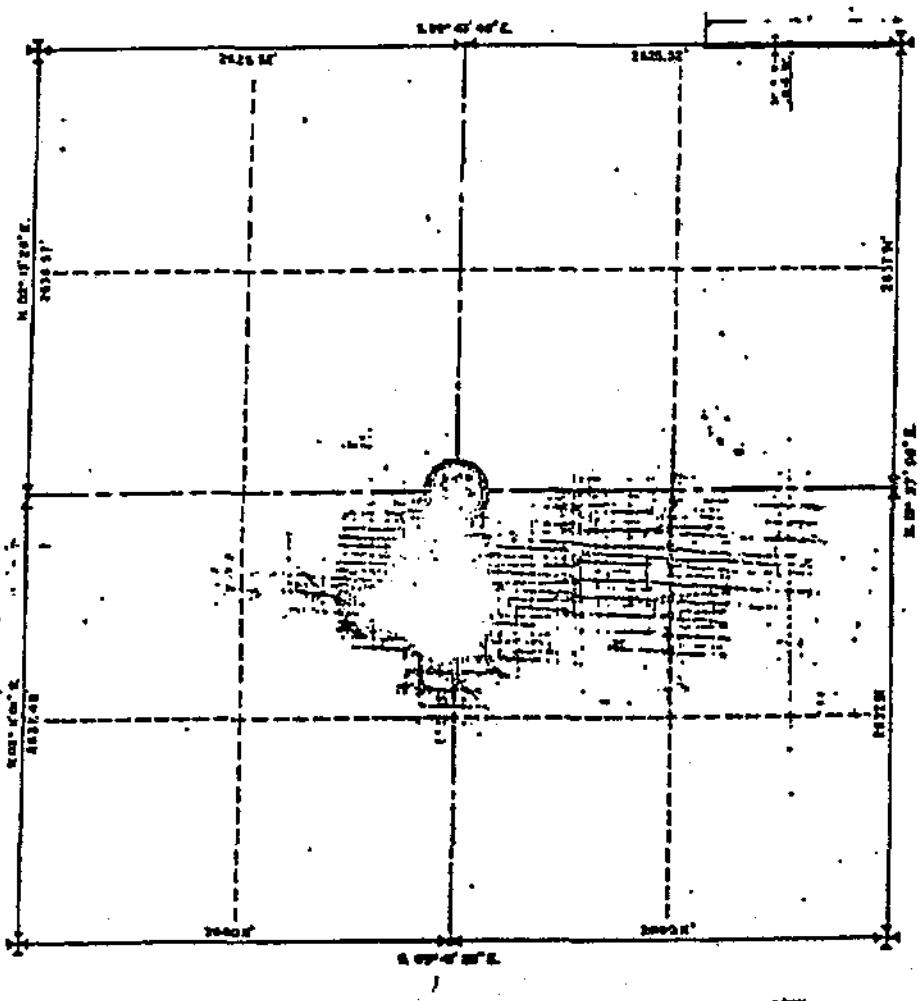
PLAT OF RIGHT OF WAY

For Public Road, as Petitioned for by the County of Franklin

Across Section 16, Township 9, NORTH, Range 29, E.W.M.

EXHIBIT 5 May 10, 2006

CR3089



CR3089

H. A. McGee

EXHIBIT A

360350

80 PAGE 174

416896 15-9-27 416896

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA, Plaintiff, v. 46.315 ACRES OF LAND, more or less, situate in Franklin County, Washington; BURLINGTON NORTHERN RAILROAD COMPANY, a corporation; FRANCES C. THOMAS, a single woman; DAVE MacHUGH and JANE DOE MacHUGH, husband and wife; GARY MIDDLETON and JANE DOE MIDDLETON, husband and wife; FIRST NATIONAL BANK OF OMAHA, a corporation; HAROLD KOSOWSKY, as trustee; BANKERS TRUST COMPANY, a corporation; FARMERS LOAN & TRUST COMPANY, as trustee; PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, a municipal corporation; SOUTH COLUMBIA BASIN IRRIGATION DISTRICT, a municipal corporation; FRANKLIN COUNTY, Washington, a municipal corporation; and UNKNOWN OWNERS, Defendants.	NO. C-82-085-RJH LIS PENDENS AS TO TRACTS 5-03231-A, 5-03231-B, and 5-03231-C

RECORDED IN VOL 157 OF OFFICIAL RECORDS PAGE 93 REQUEST OF U.S. Attorney
MAR 12 9 53 AM '82
NEVA J. ... AUDITOR
FRANKLIN COUNTY, WA.
DEPUTY
MAIL TO:

U.S. Attorney
P.O.Box 1494
Spokane, Wa.99210

EXHIBIT 5 May 10, 2006

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in the above-entitled Court by the United States of America as plaintiff against the above-named defendants that the objects and purposes of said action are as follows:

1. Pursuant to the authorities and for the public uses set forth on Schedule A, attached hereto, to acquire interests in certain lands in Franklin County, Washington, as said

157 PAGE 094

416896

416806

interests (estates) and said lands are described and set forth on Schedule B, attached hereto.

2. To determine a just and proper award and compensation for said property, to determine the parties entitled to receive such compensation, and to decree said property to be the property of the United States; and for such other relief as to the Court may seem proper in the premises.

DATED this 5th day of February, 1982.

JOHN E. LAMP
United States Attorney

EXHIBIT 5 May 10, 2006

ROBERT M. SWEENEY
Assistant United States Attorney

Post Office Box 1494
Spokane, WA 99210-1494

Telephone: (509) 456-3811

266 PAGE 457
416806

EXHIBIT 5 May 10, 2006

SCHEDULE A

AUTHORITY FOR THE TAKING:

The acquisition is authorized by the Act of Congress approved February 26, 1931, (46 Stat. 1421; 40 U.S.C. 258a) and acts supplementary thereto and amendatory thereof, and under the further authority of the Act and the Act of Congress of August 27, 1958, (72 Stat. 892; 23 U.S.C. 107) authorizing the acquisition of land or interests in lands (including within the term "interests in lands" the control of access thereto from adjoining land) required for right-of-way or other purposes in connection with the prosecution of a project for the construction, reconstruction or improvement of a section of the National System of Interstate and Defense Highways, funds for such purposes being available from current appropriations for carrying out the provisions of said Act of August 27, 1958, and the Department of Transportation Act, approved October 15, 1966, (80 Stat. 931, 970) which transferred to and vested in the Secretary of Transportation all functions, powers and duties of the Secretary of Commerce under Title 23, United States Code, as amended.

EXHIBIT 5 May 10, 2006

PUBLIC USES:

The subject lands are necessary to provide adequately for the construction, reconstruction, and improvements of Interestate Highway Project I-182, a portion of the National System of Interstate and Defense Highways, being constructed in accordance with standards, including control of access, adopted by the Secretary of Transportation in cooperation with the State highway departments, which standards have been adopted, affirmed and continued in effect by the Federal Highway Administrator pursuant to the authority delegated to him by the Secretary of *Transportation and in accordance with Section 12(a) of the* Department of Transportation Act approved October 15, 1966 (80 Stat. 931, 949).

vol 157 page 933

416896

SCHEDULE A

ESTATE TAKEN:

The estates taken for said public use in the land hereinafter described, subject to existing easements for public roads and highways, public utilities and pipelines, are as follows:

(1) As to Parcel A, the fee simple title together with all existing, future or potential common law or statutory abutters' rights or easements of access to, from and between said land and the abutting land of all parties having interests in said land.

(2) As to Parcel B, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.

EXHIBIT 5 May 10, 2006

(3) As to Parcel C, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.

FAP# I-182-3 (6) 110 Parcel No. 5-03231

PARCEL "A"

(PORTION TO BE TAKEN IN FEE FOR HIGHWAY RIGHT OF WAY)

Begin at the West 1/4 Corner (Found U.S.B.R. Brass Cap) of Section 15, Township 9 North, Range 29 East, W.M.; thence North 0°33'15" East 556.63 feet to the True Point of Beginning (T.P.O.B.) of this Parcel "A" description; thence continue North 0°33'15" East 531.70 feet; thence South 26°30'16" East 128.19 feet; thence proceed along the arc of a curve to the left having a radius of 885.0 feet for a distance of 610.65 feet; thence South 54°33'11" East 319.40 feet; thence South 66°57'15" East 2200.0 feet to a point, said point being the T.P.O.B. of the following described Parcel "B"; thence continue South 66°57'15" East 100 feet; thence South 69°49'00" East 1001.25 feet; thence South 66°57'15" East 201.15 feet; thence South 0°32'44" West 266.41 feet; thence North 88°46'00" East 598.59 feet; thence South 66°57'15" East 789.26 feet; thence South 0°30'45" West 400.58 feet; thence North 66°57'15" West 2791.52 feet to a point, said point being the T.P.O.B. of the following described Parcel "C"; thence continue North 66°57'15" West 100 feet; thence continue North 66°57'15" West 500 feet; thence North 62°22'49" West 250.80 feet; thence North 66°57'15" West 750.00 feet; thence North 72°39'53" West 602.99 feet; thence North 71°51'53" West 81.66 feet; thence North 71°09'56" West 245.08 feet; thence proceed along the arc of a curve to the left having a radius of 1900 feet for a distance of 389.53 feet to a point that bears South 0°33'15" West 381.70 feet from the T.P.O.B. of said Parcel "A"; thence North 0°33'15" East 381.70 feet to said T.P.O.B. and containing 46.131 acres, more or less.

PARCEL "B"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "B"; thence North 23°02'45" East 40 feet; thence South 66°57'15" East 100 feet; thence South 23°02'45" West 40 feet; thence North 66°57'15" West 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

PARCEL "C"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "C"; thence South 23°02'45" West 40 feet; thence North 66°57'15" West 100 feet; thence North 23°02'45" East 40 feet; thence South 66°57'15" East 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

OLD (23-9-29 SENE; 24-9-29 SWNW
16-9-29 NENE; SE NE; 7-9-29;
12-9-29; 13-9-29; 18-9-29; 17-9-29
8-9-29

474776

QUITCLAIM DEED

THE GRANTOR, the COUNTY OF FRANKLIN, a political subdivision of the State of Washington, for and in consideration of One Dollar ($1.00) and other good and valuable consideraion, and by reason of an annexation and by reason of the Grantee's assumption of jurisdiction, including maintenance, over roads in the annexed territory, hereby conveys and quit claims to the CITY OF PASCO, an incorporated city and municipal corporation of the State of Washington, all of the County's right, title and interest in and to the following-described real property, situated in the County of Franklin, State of Washington:

That part of the SE 1/4 of the NE 1/4 of Section 23, and the SW 1/4 of the NW 1/4 of Section 24, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "A" attached hereto (1 page) and made a part hereof, encompassing the culdesac at the north end of Road 36 south of SR 182.

EXHIBIT 5 May 10, 2006

That part of the NE 1/4 of the NE 1/4 of Section 16 and the SE 1/4 of the NE 1/4 of Section 16, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "B" attached hereto (1 page) and made a part hereof, encompassing those parts of Road 68 immediately north and south of the Road 68 interchange at SR 182 and extending to the corporate boundaries of the City of Pasco.

That part of Sections 7, 12, 13 and 18, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "C" attached hereto (3 page) and made a part hereof, encompassing Harris Road from its intersection with Road 100 to its intersection with the old Columbia River Road (Court Street).

That part of Sections 18, 17, 7 and 8, T. 9 N., R. 29 E., W.M., as shown hachured on Exhibit "D" attached hereto (consisting of 3 pages) and made a part hereof, encompassing Road 100 immediately north and south of the Road 100 interchange at SR 182 extending to the corporate boundaries of the City of Pasco.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between said SR 182 and the lands herein conveyed; nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance, or operation of said highway.

This deed is further made in correction of and substitution for that certain Quitclaim Deed dated November 18, 1989, filed in the records of the Franklin County Auditor in Vol. 0258, page 149-150; which deed has not been accepted by the City of Pasco, Grantee therein.

DATED this 17th day of September, 1990.

FRANKLIN COUNTY BOARD OF COMMISSIONERS:

Ken Miller

KEN MILLER, Chairman of the Board

VOL 0272 PAGE 536

474776

474776

HAROLD MATTHEWS, Commissioner

NEVA J. CORKRUM, Commissioner

ATTEST:

By _____
DIANE McLAUGHLIN, Clerk of Board

APPROVED AS TO FORM:

EXHIBIT 5 May 10, 2006

By _____
George Fearing,
Special Prosecuting Attorney

STATE OF WASHINGTON)
)ss.
County of Franklin)

On this day personally appeared before me, Ken Miller, Harold Matthews and Neva J. Corkrum, to me known to be the Chairman and members of the Board of County Commissioners, respectively, of Franklin County, the political subdivision described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17th day of September, 1990.

_____
Notary Public for Washington
Residing at Pasco, WA
Commission Expires: 6-25-94

474775

Tracy, Schuette & Sweeney
90 OCT -5 P2:13

FROM: G. Miller
George Fearing
417 S. Third St
Pasco WA 99301

vol 0272 PAGE 537

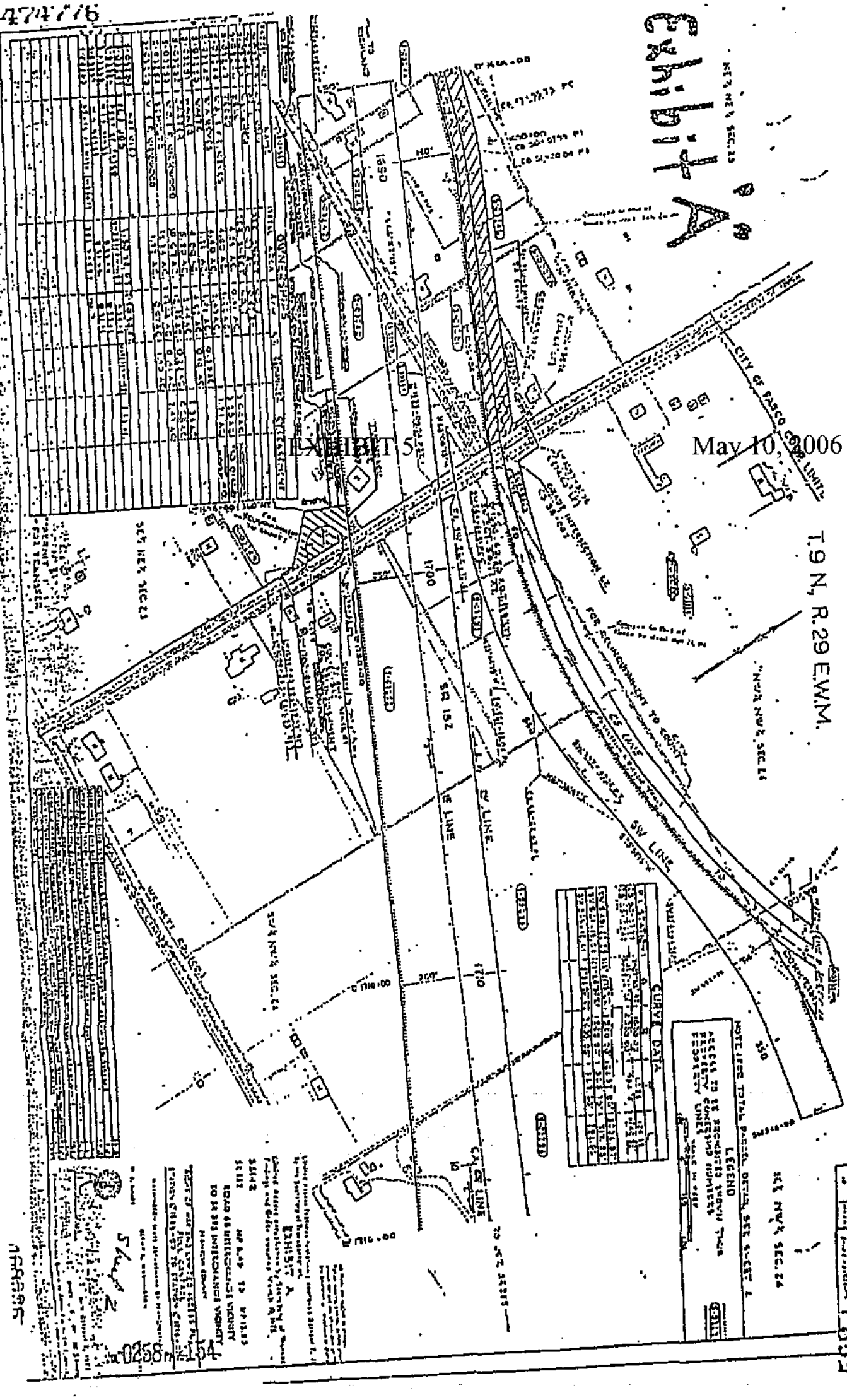
474775

474776

Exhibit A

EXHIBIT 5 May 10, 2006

T.9 N., R.29 E.W.M.



VOL. 0272 PAGE 538

474776

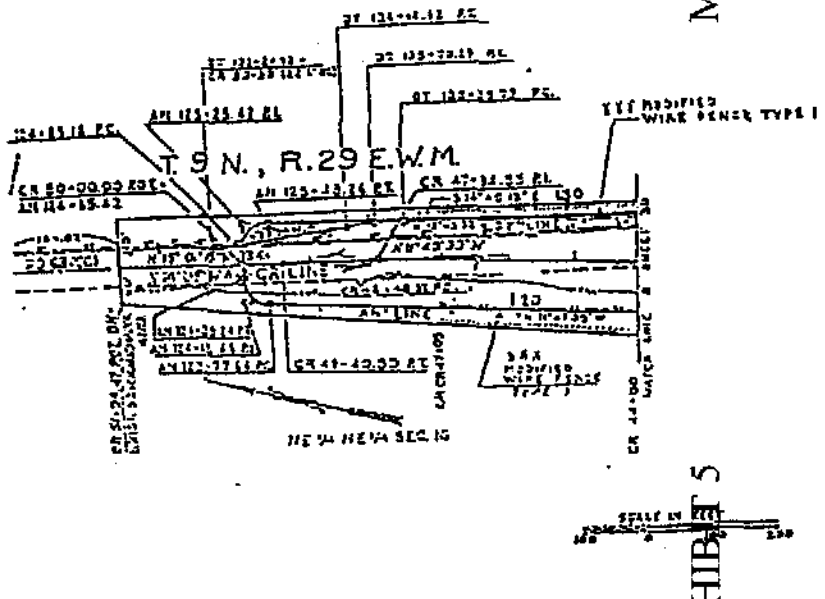
May 10, 2006

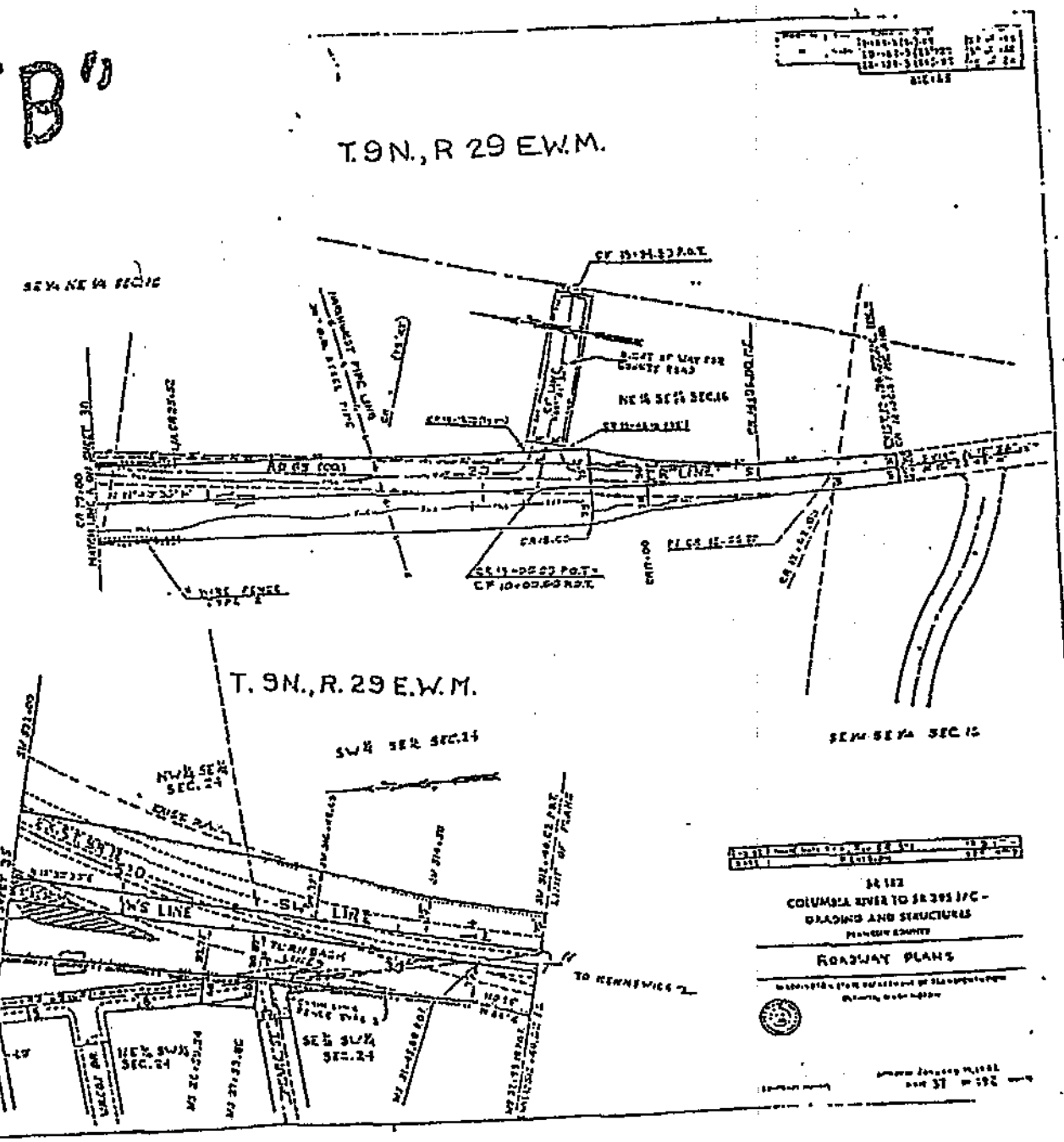
EXHIBIT 5

Exhibit "B"

May 10, 2006

EXHIBIT 5





CURVE DATA					
P.I. STATION	Δ	R	T	L	E

* SEE SPECIAL PROVISIONS

FOR CA LINE PROFILE SEE SHEET 33
FOR SW LINE PROFILE SEE SHEET 34
FOR WB LINE PROFILE SEE SHEET 35
FOR CF LINE PROFILE SEE SHEET 36

Equitable Points of Mathematical Angle Line to be staked by Engineer.
** See Special Provisions and Detail Sheet 37

0272 PAGE 539

474776

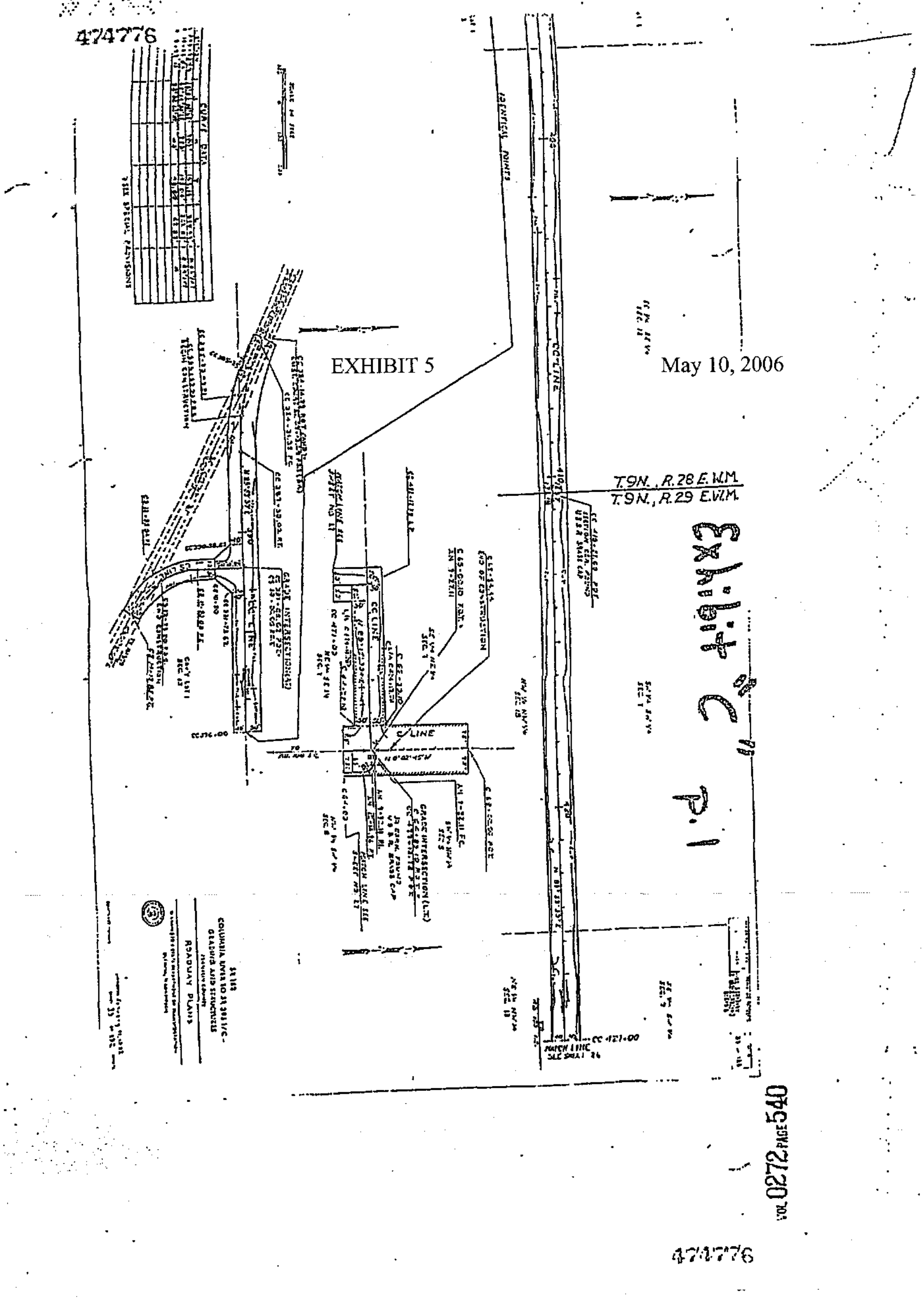


EXHIBIT 5 May 10, 2006

EXHIBIT 5

P. 1 of 2

May 10, 2006

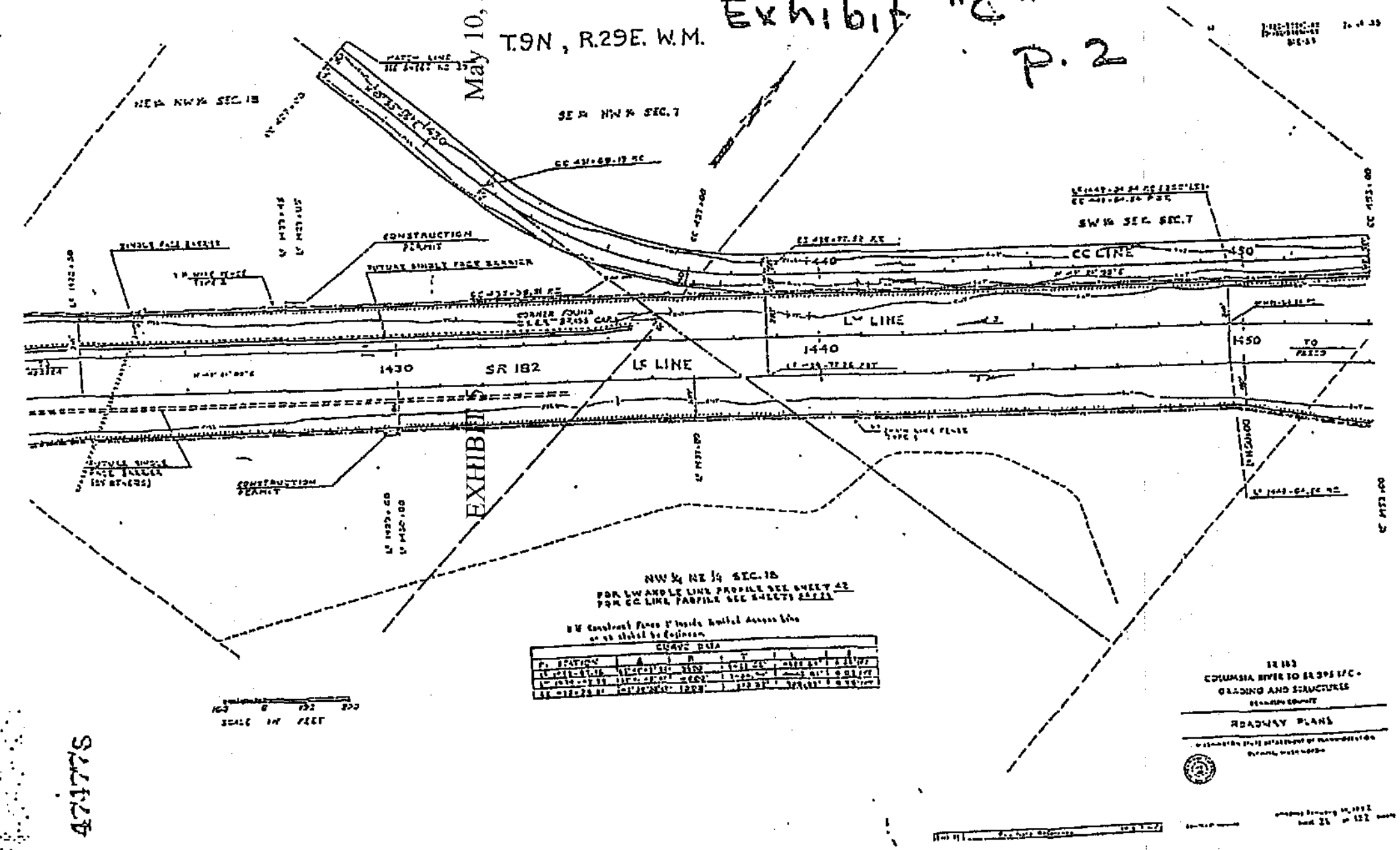
EXHIBIT 5

May 10, 2006

EXHIBIT 5

Exhibit "C"
P. 2

T.9N , R.29E. W.M.



VOL 0272 PAGE 541

4711776

474778

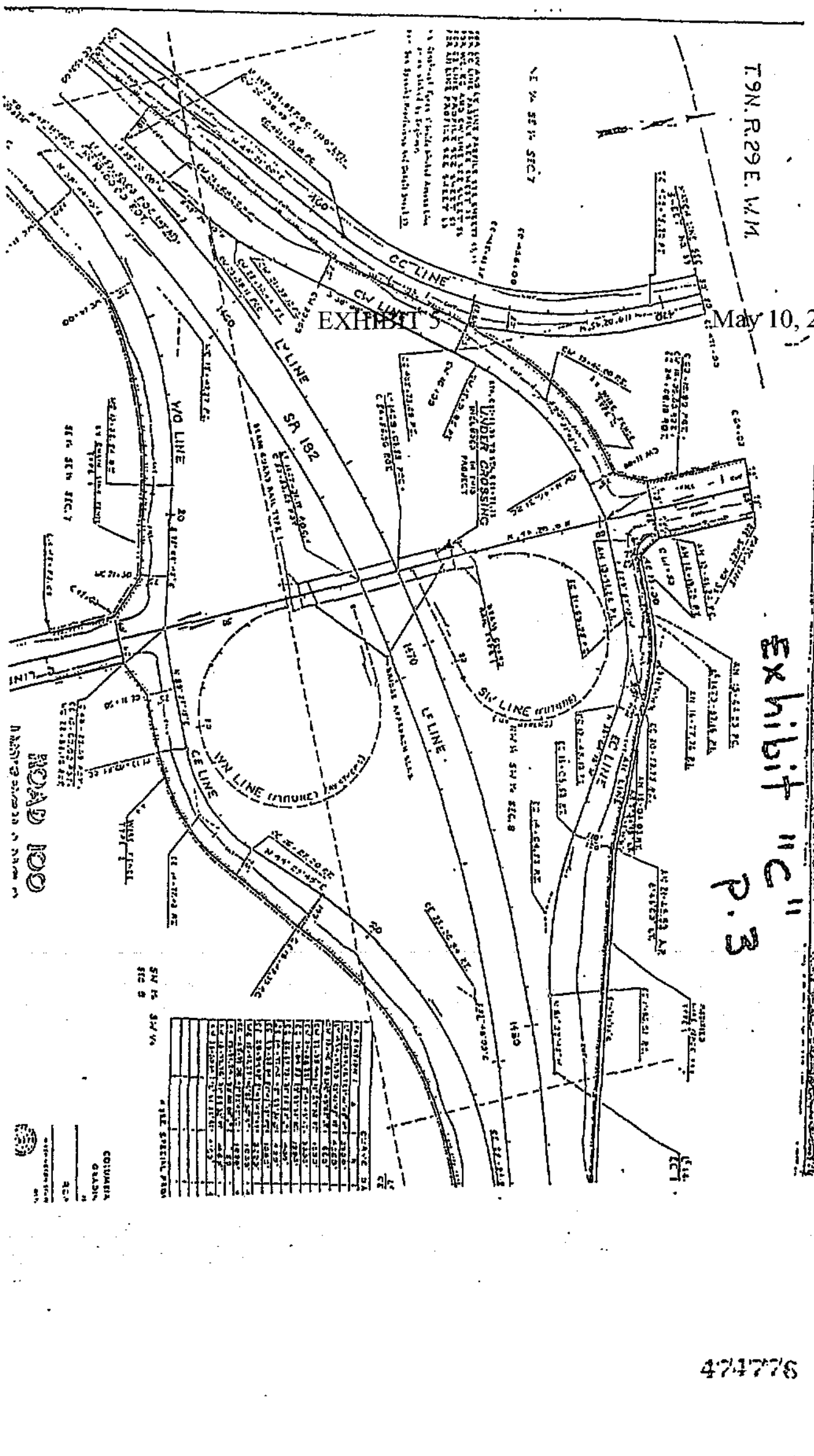
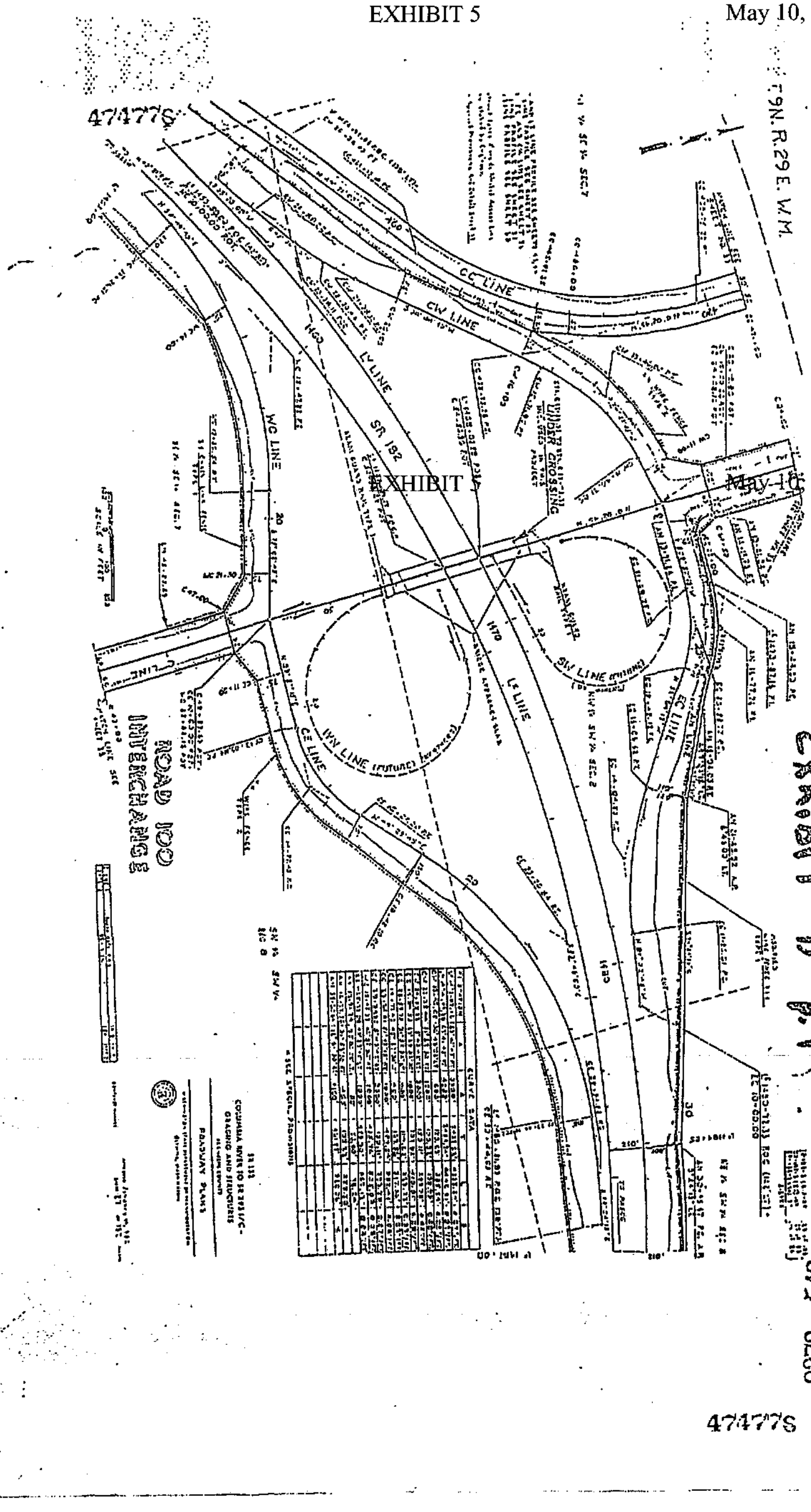


EXHIBIT 5 May 10, 2006

Exhibit "C" P. 3

474778

EXHIBIT 5 May 10, 2006



474776

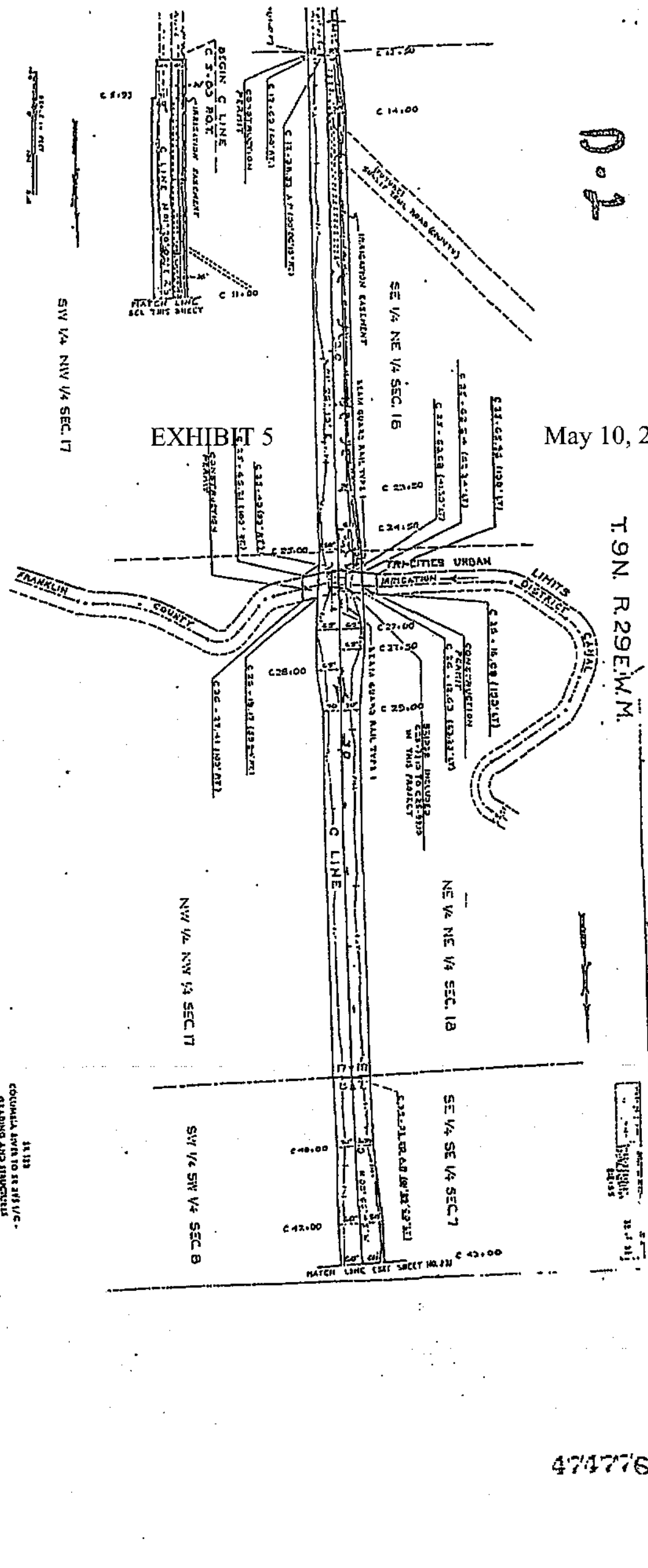
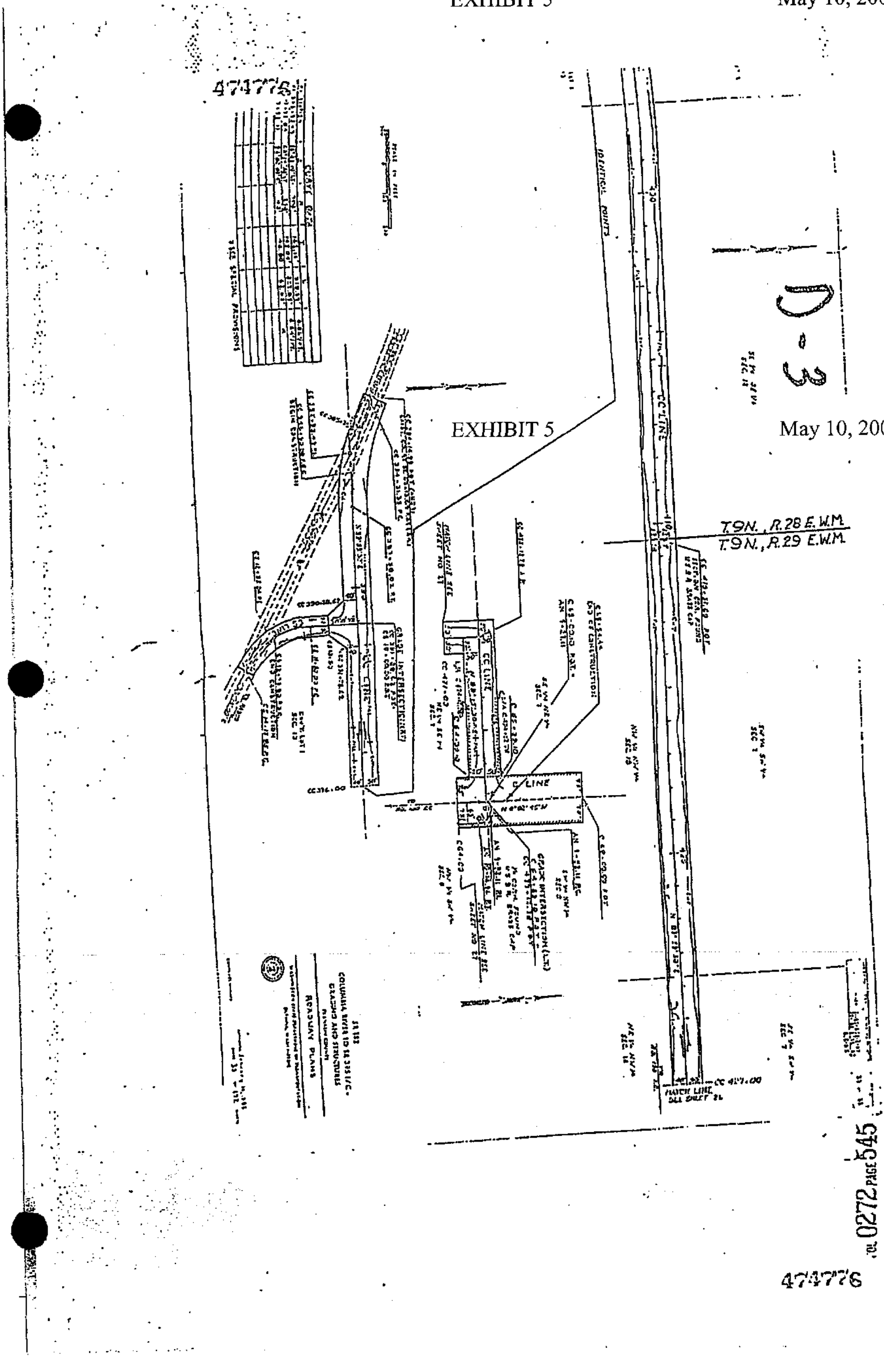


EXHIBIT 5 May 10, 2006

474776

VOL 0272 PAGE 544

474776



3-D

EXHIBIT 5 May 10, 2006

474776

EXHIBIT 5 May 10, 2006

County property
for sale, Restrictions, etc

RECORDED AT THE REQUEST OF
Alliance Service
'93 OCT -4 P1:41
502470
FRANKLIN COUNTY

AFTER RECORDING RETURN TO:
Department of Natural Resources
Land Records Section
P.O. Box 47021
Olympia, WA 98504-7021

COPY

QUITCLAIM DEED

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources for and in consideration of the sum of $200,000.00, hereby grants, conveys and quitclaims to FRANKLIN COUNTY, GRANTEE, the following described real property situated in Franklin County, Washington, to wit:

That portion of the NE¼ of the NE¼ of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington lying easterly of the centerline of Road 68, containing 30.15 acres, more or less, according to State Department of Transportation right of way plans titled ROAD 68 INTERCHANGE VICINITY TO SR 395 INTERCHANGE VICINITY, sheets 4 and 13 of 15, and dated approved October 7, 1977, last revision December 14, 1981, on file with said State Department of Transportation, Olympia, Washington.

EXHIBIT 5 May 10, 2006

The above parcel of section subdivision is according to U.S. Government subdivision procedures.

The above-described lands are subject to the following reservation:

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state, its successors or assigns, until provision has been made by the state, its successors or assigns, to pay to the owner of the land upon which the rights herein reserved to the state, its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state, its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situated, as may be necessary to determine the damages which said owner of said land may suffer.

The Grantor identifies the following encumbrances for convenience and informational purposes only and makes no warranties, expressed or implied, associated with this quitclaim deed:

1. Easement for a right of way for buried telephone cable granted to Pacific Northwest Bell Telephone Company on January 3, 1983, under Application No. 44823 for an indefinite term.

No Real Estate Excise Tax Due
This instrument Exempt Under R.C.W.28.45
Treasurer, Franklin Co.
OCT - 4 1993

502470

502470

2. Easement for a right of way for a county road granted to Franklin County on February 10, 1975. under Application No. CR 3089 for an indefinite term.

3. Easement for a right of way for a county road granted to Franklin County on December 31, 1935. under Application No. CR 1537 for an indefinite term.

4. Easement for a right of way for a road granted to City of Pasco on December 7, 1990. under Application No. 48469 for an indefinite term.

5. Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982. under Application No. SR-1194 for an indefinite term.

6. Pending application for a right of way for a state road filed by the Department of Transportation on April 17, 1987. under Application No. SR-1260.

This Deed is executed and delivered pursuant to RCW 79.01.220 in fulfillment of that certain Real Estate contract between the parties. dated February 28. 1993 and conditioned on the conveyance of the above-described property heretofore by the Commissioner of Public Lands with the approval of the Board of Natural Resources. State of Washington.

WITNESS the Seal of the State of Washington. affixed this 23RD day of SEPTEMBER, 19 93

Mike Lowry
GOVERNOR

Attest: Donald F. Whiting, ASSISTANT
SECRETARY OF STATE

Approved as to form this 30 day of July, 19 93.
James Edwards
Assistant Attorney General

Deed No. 26448.

State Record of Deeds. Volume 13, Page 160.

App. No. 52852

c:\lbsale\qcd\52852.qcd

May 10, 2006

EXHIBIT 5

15-28-55

15-7-29 NW

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY
Post Office Box 2407 Pasco, Washington 99302-2407

518429

16-9-29 NE

RIGHT OF WAY EASEMENT

THE GRANTORS BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of Franklin County, Washington, a municipal corporation, and to its successors or assigns, the right to enter upon the land(s) of Grantor(s) situated in the County of Franklin, State of Washington, and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

May 10, 2006

RECORDED AT THE REQUEST OF
CHICAGO TITLE INSURANCE
FEB 23 3 15 PM '95
518429
ZONA G. LENHART
FRANKLIN CNTY AUDITOR
DEPUTY
MAIL TO:
CHICAGO TITLE INSURANCE

and to construct, operate and maintain over and under the above described lands and the streets, roads, or highways abutting the said lands electrical facilities and other utility facilities, with all convenient or necessary appurtenances (including, but not limited to, above and below ground equipment and enclosures, transformers, underground conduits and wire, and other supports), and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The Grantor shall not construct facilities on or use the above described lands in a manner which inhibits the Grantee's use of the above described lands. The Grantor(s) agree(s) that all facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee, and that the Grantee shall have the right of ingress and egress over the described lands of the Grantor(s) solely for the purpose of constructing, operating, and maintaining the power line on the above described lands.

All rights hereunder shall cease when the grantee, its successors or assigns, abandons or removes said line or system.

Grantee shall not be liable for any damages caused to Grantor's property by actions reasonably taken by Grantee in the exercise of the rights herein granted.

Dated this 26th day of January, 19 95

Neva Corkrum
Neva Corkrum, Chair — Signature

Signature

Signature

CHICAGO TITLE INSURANCE CO.

EXHIBIT 5

STATE OF WASHINGTON)
) ss.
County of Franklin)

ACKNOWLEDGMENT OF INDIVIDUAL

On this 26th day of January, 19 95, I certify that I know or have satisfactory evidence that Neva Corkrum personally appeared before me, and said individual acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Chair of the Board of Commissioners of Franklin County, that executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned in the instrument.

IN TESTIMONY WHEREOF: I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

Sally McKenzie, Notary Public
in and for the State of Washington residing at Pasco Kennewick
My appointment expires 5-9-98

SALLY MCKENZIE
NOTARY PUBLIC
STATE OF WASHINGTON

518429

VOL0364 PG0264

518429

LEGAL DESCRIPTION - 15.00' P.U.D. Easement, along North side Rodeo Drive, from Convention Place to Road 68

A portion of the Northeast one-quarter of Section 16 and the Northwest one-quarter of Section 15, both in Township 9 North, Range 29 East, Willamette Meridian, situated in Franklin County, Washington, being further described as follows:

A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:

Beginning at the northeast corner of said section 16, also being the northwest corner of said section 15; thence S 88°21'34" E, 40.00 feet; thence S 1°38'26" W, 432.50 feet to the TRUE POINT OF BEGINNING for this centerline description; thence N 88°21'34" W, 421.90 feet to a point hereinafter referred to as POINT A; thence continuing N 88°21'34" W, 289.40 feet to the beginning of a 1047.50 foot radius curve to the left; thence 266.03 feet along the arc of said curve, through a central angle of 14°39'39"; thence S 76°58'47" W, 23.81 feet to a point on the northeasterly right-of-way line of Road 68 and the terminus of this centerline description. The sidelines of said 15.00 foot strip of land being coterminus at the east end with the easterly right-of-way line of Convention Place, and at the west end with said northeasterly right-of-way line of Road 68.

TOGETHER WITH: A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:

BEGINNING at the aforementioned POINT A; thence S 1°38'26" W, 87.50 feet to the terminus of this centerline description. The sidelines of said 15.00 foot strip of land being coterminus at the north end with the southerly sideline of the above described strip of land, and at the south end with the southerly right-of-way line of Rodeo Drive.

518429

May 10, 2006

EXHIBIT 5

CHICAGO TITLE INSURANCE CO.

95-58 VOL0364 PG0269

16-9-29 NE

518432 PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

Post Office Box 2407 Pasco, Washington 99302-2407

15-9-29 W2

RIGHT OF WAY EASEMENT

THE GRANTORS BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of Franklin County, Washington, a municipal corporation, and to its successors or assigns, the right to enter upon the lands of Grantor(s) situated in the County of Franklin, State of Washington, and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

RECORDED AT THE REQUEST OF
CHICAGO TITLE INSURANCE

FEB 23 3 17 PM '95
518432
ZONA C. LENHART
FRANKLIN CNTY AUDITOR
DEPUTY
MAIL TO:

CHICAGO TITLE INSURANCE

and to construct, operate and maintain over and under the above described lands and the streets, roads, or highways abutting the said lands electrical facilities and other utility facilities, with all convenient or necessary appurtenances (including, but not limited to, above and below ground equipment and enclosure, transformers, underground conduits and wire, and other supports), and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The Grantor shall not construct facilities on or use the above described lands in a manner which inhibits the Grantee's use of the above described lands. The Grantor(s) agree(s) that all facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee, and that the Grantee shall have the *right of ingress and egress over the described* lands of the Grantor(s) solely for the purpose of constructing, operating, and maintaining the power line on the above described lands.

All rights hereunder shall cease when the grantee, its successors or assigns, abandons or removes said line or system.

Grantee shall not be liable for any damages caused to Grantor's property by actions reasonably taken by Grantee in the exercise of the rights herein granted.

Dated this 26th day of January, 19 95

* Neva Corkrum * *

Neva Corkrum, Chair — Signature — Signature

STATE OF WASHINGTON)
) ss.
County of Franklin)

ACKNOWLEDGMENT OF INDIVIDUAL

On this 26th day of January, 1995, I certify that I know or have satisfactory evidence that Neva Corkrum personally appeared before me, and said individual acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Chair of the Board of Commissioners of Franklin County, that executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned in the instrument.

IN TESTIMONY WHEREOF: I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

Sally McKenzie, Notary Public
in and for the State of Washington residing at Pasco Kennewick
My appointment expires 5-9-98

SALLY MCKENZIE NOTARY PUBLIC 5-09-98 STATE OF WASHINGTON

518432

518432 VOL0364 PG0270

LEGAL DESCRIPTION - 30.00' P.U.D. Easement along Road 68 and I-182

Portions of the Northeast one-quarter of Section 16 and the West one-half of Section 15, both in Township 9 North, Range 29 East, Willamette Meridian, situated in Franklin County, Washington, being further described as follows:

A strip of land 30.00 feet in width lying easterly and northerly of the following described line:

BEGINNING at a point 30.00' northeasterly of centerline of Road 68, as measured at right angles to said centerline, and 30.00 feet southerly of the north line of said section 16, as measured at right angles to said section line; thence southerly and easterly along the northeasterly right-of-way line of said Road 68 and the northeasterly right-of-way line of S.R. 182 to the east line of the west 1630.00 feet of the west one-half of said section 15. The sidelines of said strip of land being coterminus at the north end with a line 30.00 feet south of and parallel with said north line of section 16 and coterminus at the southeasterly end with said east line of the west 1630.00 feet of the west one-half of said section 15.

SUBJECT TO a 10.00' Pacific Northwest Bell Telephone Company easement as per State of Washington Department of Natural Resources agreement no.44823, dated January 3, 1983.

518432

518432

May 10, 2006

EXHIBIT 5

16-9-29
nene ; ne
T1.R3

15-9-29
nw

May 10, 2006

EXHIBITS

1563139
Page: 1 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

FRANKLIN COUNTY ORDINANCE NUMBER 03-99

AN ORDINANCE REGARDING DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REGARDING CERTAIN LAND KNOWN AS TRAC BUSINESS PARK LOCATED IN THE CITY OF PASCO, WASHINGTON

WHEREAS, this ordinance shall be known as Declaration of Protective Covenants and Restrictions regarding TRAC Business Park in Pasco, Washington;

WHEREAS, it is the purpose of this ordinance to subject the property more particularly described in Exhibit "A" attached hereto and incorporated herein, to the conditions, covenants, restrictions, and reservations set forth in the attached Declaration of Protective Covenants and Restrictions, Exhibit "B" to insure proper use and appropriate development and improvement of said property;

WHEREAS, a public hearing having been held on Monday, March 8, 1999, before the Board of Franklin County Commissioners and public testimony having been taken by the Board;

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Franklin County Commissioners that the attached "Exhibit B" Declaration of Protective Covenants and Restrictions is adopted this 8th day of March, 1999.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum, Member

Sue Miller, Member

Attest:

Clerk to the Board

Approved as to form:

By:
Lois M. Wood
Deputy Prosecuting Attorney

1563139
Page: 2 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

EXHIBIT A

The following described real property (property) includes Tracts 1, 2, 3 and 4 together with all roads contiguous to said Tracts of land. Said real estate is described as follows:

TRACT 1 A parcel of land situated in the Northeast quarter of the Northeast quarter of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence South 01°27'05" West, along the East line of said Northeast quarter a distance of 80.34 feet; thence North 88°32'55" West, a distance of 40.27 feet to the Westerly margin of Convention Place Road and being the True Point of Beginning; thence South 01°38'26" West, along said Westerly margin a distance of 339.53 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet a point of tangent and being on the Northerly margin of Rodeo Drive; thence North 88°21'34" West, along said Northerly margin a distance of 611.30 feet to a point of curve; thence along a curve to the left having a central angle of 14°53'21", a radius of 1040.00 feet and an arc distance of 270.26 feet to a point of reverse curve; thence along a curve to the right having a central angle of 89°29'45", a radius of 20.00 feet and an arc distance of 31.24 to a point of tangent and being on the Easterly right of way margin of Road 68; thence North 13°45'10" West, along said Easterly margin a distance of 277.20 feet; thence South 75°59'25" West, a distance of 45.00 feet; thence North 14°00'29" West, and continuing along said Easterly margin a distance of 98.78 feet to a point of curve; thence along a curve to the right having a central angle of 104°15'57", a radius of 20.00 feet and an arc distance of 36.40 feet to a point of tangent and being on the Southerly right of way margin of Burden Road; thence South 89°44'32" East, along said Southerly margin a distance of 1027.55 feet to a point of curve; thence along a curve to the right having a central angle of 91°22'58", a radius of 20.00 feet and an arc distance of 31.90 feet to the True Point of Beginning. (Also known as Tract 1 of Survey No. 523124)

TRACT 2

A parcel of land situated in the Northwest quarter of Section 15, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Exhibit A - 1

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

1563139
Page: 3 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

Beginning at the Northwest corner of said Northwest quarter; thence South 88°21'34" East along the North line of said Northwest quarter a distance of 1630.01 feet; thence South 01°27'09" West a distance of 59.00 feet to the Southerly right of way margin of Burden Road and being the True Point of Beginning; thence continuing South 01°27'09" West a distance of 2588.27 feet to the Northerly right of way margin of State Highway (SR 182); Thence North 65°56'35" West along said Northerly margin a distance of 968.57 feet; Thence North 53°32'31" West a distance of 32.11 feet; Thence leaving said Northerly margin North 01°27'09" East a distance of 1269.58 feet. Thence North 88°21'34" West a distance of 672.79 feet to the Easterly margin of Convention Place Road; Thence North 01°38'26" East along said Easterly margin a distance of 911.00 feet to a point of curve; Thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on said Southerly margin; thence South 88°21'34" East along said Southerly margin a distance of 1570.20 feet to the True Point of Beginning.

SUBJECT TO easements, reservations and restrictions of record.

Containing 65.02 acres or 2,832,188 square feet.

EXHIBIT A

TRACT 3

A parcel of land situated in the Northeast quarter of Section 16, township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence South 01°27'05" West, along the East line of said Northeast quarter a distance of 1070.01 feet to the True Point of Beginning; thence continuing South 01°27'05: West, a distance of 477.55 feet to the Northerly right of way margin of State Highway (SR 182); thence North 25°29'36" West, along said Northerly margin a distance of 164.55 feet to a point of non-tangent curve; thence along a curve to the left having a central angle of 78°04'15", a radius of 500.00 feet and a chord bearing of North 61°37'43" West, and a chord distance of 629.80 feet to a point of tangent; thence North 69°22'07" West, a distance of 174.84 feet to the Easterly right of way margin of Road 68; thence North 13°45'10" West, along said Easterly margin a distance of 502.35 feet to a point of curve; thence along a curve to the right having a central angle of 90°34'06", a radius of 20.00 feet and an arc distance of 31.61 feet to a point of compound curve and being on the Southerly margin of Rodeo Drive; thence along a curve to the right having a central angle of 14°49'30", a radius of 960.00 feet and a chord bearing of North 84°13'41" East, and a chord distance of 247.70 feet to a point of tangent; thence South 88°21'34" East, along said Southerly margin a distance of 611.30 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius

03-99

1563139
Page: 4 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on the Westerly margin of Convention Place road; thence South 01°38'26" West, along said Westerly margin a distance of 530.00 feet; thence South 88°21'34" East, a distance of 43.53 feet to the True Point of Beginning. (Also known as Tract 3 of Survey No. 523124.)

TRACT 4

A parcel of land situated in the Northwest quarter of Section 15, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northwest corner of said Northwest quarter; thence South 01°27'05" West, along the West line of said Northwest quarter a distance of 1070.01 feet the True Point of Beginning; thence South 88°21'34" East, a distance of 36.47 feet; thence North 01°38'26" East, a distance of 80.00 feet; thence South 88°21'34" East, a distance of 672.79 feet; thence South 01°27'09" West, a distance of 1269.58 feet to the Northerly right of way margin of State Highway (SR 182); Thence North 53°32'31" West, along said Northerly margin a distance of 287.30 feet to a point of non-tangent curve; thence along a curve to the right having a central angle of 39°32'00", a radius of 885.00 feet and a chord bearing of north 42°21'35" West, and a chord distance of 598.60 feet to a point of tangent; thence North 25°29'36" West, a distance of 131.92 feet to the West line of said Northwest quarter; thence leaving said Northerly margin North 01°27'05" East, a distance of 477.55 feet to the True Point of Beginning. (Also known as Tract 4 of Survey No. 523124.)

ROADS

All roads adjacent to and contiguous with the above-describe parcels of real property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68 and Convention Place are to the extent that they are adjacent to any of the above-described properties are hereby included as property subject, however, to their use as roadways and subject to their use for right of ways for utilities and irrigation facilities.

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

1563139
Page: 5 of 16
03/09/1998 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions ("covenants") is made this 18th day of March, 1998, by the COUNTY OF FRANKLIN ("declarant"), a Washington municipal corporation, 1016 N. Fourth Avenue, Pasco, Washington 99301, regarding certain land known as TRAC BUSINESS PARK, in the City of Pasco, Washington.

ARTICLE I
RECITALS

1.1 Declarant is the present record title holder of certain real property situated in the City of Pasco, County of Franklin, State of Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein, which real property is referred to herein as the "property".

1.2 Declarant is desirous of subjecting the property to the conditions, covenants, restrictions and reservations set forth in these covenants to insure proper use and appropriate development and improvement of said property in order to:

A. Promote, encourage and maintain an integrated "community" concept;

B. Protect the owners, tenants and occupants of building sites against improper development and use of surrounding building sites which will depreciate the value and use of their building sites;

C. Assure adequate and reasonably consistent development of the property;

D. Prevent the erection on the property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;

E. Encourage and cause the erection of attractively designed permanent improvements which are appropriately located within the property to achieve a harmonious appearance and function; and

F. Generally promote the welfare and safety of the owners, tenants and occupants of each building site and of the general community.

ARTICLE II
DEFINITIONS

2.1 *Definition of Terms*.

A. "Building site" shall mean any contiguous parcel or plot of land within the property covered by these covenants whose size and dimensions are established through a

03-99

1563139
Page: 6 of 16
03/09/1998 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

subdivision, short plat, binding site plan or other instrument approved by the city of Pasco or other governing jurisdictions and by declarant in writing, an which description of said parcel or plot of land is reduced to writing, executed, acknowledged and recorded with the Franklin County Auditor and which document designates the parcel(s) or plot(s) of land as a building site for purposes of these covenants.

B. "Declarant" shall mean Franklin County, its successor and assigns.

C. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, structures of any type or kind, or any other change in the property from its natural state.

D. "Mortgage" shall mean and include deeds of trust mortgages, and seller's interest in a real estate contract.

E. "Owner" shall mean the party or parties other than declarant owning fee title to any building site; provided, an owner upon written notice to declarant may assign all or part of its rights, but not duties, hereunder to owner's tenant.

F. "Common area" shall mean any common entry way, signs at the roadway entrances to the property, and any landscaping islands in the roadways and any other areas or improvements designated by declarant or the architectural and landscaping review committee.

ARTICLE III
PERMITTED USES AND PERFORMANCE STANDARDS

3.1 No Offensive Uses. No noxious, hazardous or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which is or may become an annoyance or nuisance to the owner, tenant or occupant of any other building site within the property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No hazardous wastes or substances (as defined by federal and/or Washington state laws or regulations) shall be transported to any building site for the purpose of disposing or storage.

3.2 Performance Standards. Building sites shall be utilized only for uses permitted under applicable zoning classifications, uses and restrictions reflected in the Pasco Municipal Code, including any amendments thereto. The architectural and landscaping review committee, in its sole discretion, shall have the right to impose more restrictive use and performance standards in order to insure proper use and appropriate development and improvement of the property. Performance standards as may be added by the architectural and landscape review committee include, but are not limited to, construction scheduling and time of completion of improvements and modifications upon any building site.

ARTICLE V
REGULATION OF IMPROVEMENTS

4.1 Improvements Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications thereof has been approved by the architectural and landscaping review committee as more fully set forth in Article VI of these covenants.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 7 of 16
03/06/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

4.2 Setbacks. At a minimum, all setbacks shall be prescribed by the zoning regulations contained in the Pasco Municipal Code.

4.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described below. Each owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each owner and tenant for customers and visitors. The location, number and size of parking spaces shall be in accordance with the zoning classifications as set forth in the Pasco Municipal Code and further subject to approval by the architectural and landscaping review committee pursuant to Article VI hereof. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage and shall be subject to the approval of the architectural and landscaping review committee. No owner, tenant or employee of owner or tenant shall place an unattended vehicle on the building site for a continuing period in excess of 36 hours.

4.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard or front portion of a building site. Proper visual screening must be provided between truck loading and receiving areas and any street as provided by the applicable zoning classifications and subject to approval by the architectural and landscaping review committee.

4.5 Outside Storage: Except as previously authorized by the Architectural Committee, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building. Facilities for waste and rubbish storage shall be properly screened and shall not be installed, constructed or utilized without the prior written approval of the architectural and landscaping review committee.

4.6 Landscaping.

A. Approved Plan. All building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the architectural and landscaping review committee prior to any development of each building site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types and sizes of trees, hedges and shrubs and information regarding other customary landscape treatment for screening. All landscaping plans also shall include an automatic underground sprinkling system for grasses or other plants requiring irrigation. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the architectural and landscaping review committee. All plans must at a minimum include landscaping around the entire perimeter of the building site and meet the landscaping requirements contained in the zoning regulations of the Pasco Municipal Code.

B. Landscaping Installation. All landscaping required hereunder, or otherwise to be provided on any building site, shall be completed within ninety (90) days after substantial completion of the construction of a building or other improvement to be constructed on the building site. If weather conditions do not allow timely completion, then such building site owner shall notify the architectural and landscaping review committee in writing that such landscaping cannot be completed within the ninety (90) day period, and the architectural and landscaping review

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 8 of 16
03/06/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

committee may issue an extension, in writing, upon good cause shown. The required landscaping shall be completed as soon thereafter as weather conditions permit, and the owner shall notify the architectural and landscaping review committee immediately upon such completion. If any owner fails to undertake and complete its landscaping within the ninety (90) days period set forth above or any extension thereof, then either the architectural and landscaping review committee or declarant, at its option, after giving the owner ten (10) days prior written notice, may undertake and complete the such landscaping because of the failure of an owner to complete the same, and the costs of such landscaping shall be assessed against the owner. If such landscaping assessment shall not be paid within thirty (30) days after written notice of such assessment from the architectural and landscaping review committee or declarant to said owner, then said assessment will constitute a lien on the building site and may be enforced as set forth in Article VIII, Paragraph 8.3 hereof.

C. Landscape Maintenance. Each owner, tenant or occupant of a building site shall be responsible for the landscape maintenance of its building site in a uniform, high quality, first-class manner, and it may contract to have such work performed by an independent landscape maintenance contractor. However, in the event that the landscape maintenance performed by such owner, tenant or occupant, or its contractor, is not in compliance with the landscaping maintenance standards established by the architectural and landscaping review committee and such landscape maintenance is not brought in compliance with such standards within thirty (30) days (or such longer period of time as designated by declarant or the architectural and landscaping review committee, in their sole discretion) of the receipt of written notice from declarant or said committee setting forth the particulars of such noncompliance, then declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agent), in its sole discretion, may enter upon the building site and undertake such landscape maintenance. All costs of such landscape maintenance undertaken by declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agents), shall be assessed against the building site upon such landscape maintenance is performed, and failure to pay such assessment shall constitute a lien against the building site enforceable pursuant to Article VIII, Paragraph 8.3 hereof.

4.7 Maintenance. Each owner of a building site shall keep its building improvements and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each owner, tenant or occupant at its own expense shall remove any rubbish or trash of any character which may accumulate on its building site. Rubbish, trash, garbage or other waste shall be kept in sanitary covered containers of either metal or rigid plastic. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the property by burning in open fires. Any building exterior which is painted must at a minimum be repainted every five (5) years.

4.8 Signs.

A. Each improved building site shall be allowed signs in accordance with the zoning regulations for the property as set forth in the Pasco Municipal Code and as approved and designed by the architectural and landscaping review committee.

B. Flashing, temporary, moveable or moving signs shall not be permitted, except as may be permitted and approved in writing, in advance of use or installation, by the architectural and landscape review committee.

03-99

May 10, 2006

EXHIBIT 5

May 10, 2006

1563139
Page 9 of 16
03/06/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

C. All proposed plans for signs to be erected, including details of design materials, location, size, height, color and lighting, shall require the prior written approval of the *architectural and landscaping review committee* before erection. All signs must be consistent with and complimentary to other signs located on the property.

D. The provisions with respect to signs contained in paragraph 4.8, shall not apply to signs identifying the land as a business park.

4.9 Utility Connections. All utility lines and connections shall be underground. Transformer and utility meters of any type shall be adequately screened from view and all installations of transformer and/or meters shall require the written approval of the architectural and landscaping review committee before installation. The architectural and landscaping review committee shall have the right to require any owner to grant easements for utilities within the setback area of his building site for the benefit of other owners.

4.10 On-Site Drainage. Each building site owner shall be required to provide adequate drainage facilities, including on-site detention and metered releases of storm water runoff resulting from precipitation. The amount of detention shall be at least equivalent to the estimated change in store water runoff resulting from the placement of buildings and parking areas on building site. *The estimated change in storm water runoff between historical (undeveloped) conditions and* developed conditions shall be measured as the increased flow resulting from changes in the coefficient of storm water runoff and the time of concentration. An engineer's response comparing the before and after conditions and recommending methods of detention and adequate methods of drainage shall be submitted by the owner to the architectural and landscaping review committee for plans and specifications for any building as herein provided. The architectural and landscaping review committee may approve detention through ponding storage of storm water on roof tops, in parking areas, in the landscaping areas, in graded drainage swales and/or by other approved methods.

4.11 Water and Sewage. Each building site owner shall be required to connect to all water and sewer lines and satisfy all health and governmental water and sewage treatment requirements.

4.12 Antennas and Satellite Dishes. No antennae shall extend more than ten (10) feet over the roof of any building. Any satellite dishes erected shall be screened so as to not be visible from any roadway.

ARTICLE V
BUILDING STANDARDS

5.1 Construction. Construction or alterations of all buildings within the property shall meet the standards as set forth in these covenants. In addition, the following standards shall apply:

A. Fire Resistant. All buildings shall be of fire resistant construction. Construction shall include an automatic *sprinkler system which meets the standards of the* insurance services office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any other building built

03-99

1563139
Page: 10 of 16
03/06/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

upon the property.

B. Equipment. No heating, air conditioning, electrical or other equipment or *apparatus shall be installed on the roof of any building or structure or hung on the exterior walls* unless the same is screened, covered and installed in a manner which shall be first approved in writing by the architectural and landscaping review committee.

C. Exterior. All buildings shall be constructed with an exterior finish consisting of metal, brick, aggregate or masonry veneer, stucco, glass or such other materials as are first approved in writing by the architectural and landscaping review committee. Notwithstanding any provisions contained herein to the contrary, the architectural and landscaping review committee reserves the right, in its sole discretion, to approve or disapprove all exterior finish materials. No prefabricated corrugated metal construction shall be approved or permitted.

D. Screening. All screening called for herein shall be constructed of materials similar and of like nature to the buildings located on the building site and be of similar architectural design and appearance.

5.2 Zoning Restrictions. In the event of any overlap or conflict between any requirements of these covenants and the requirements of the zoning or building codes of the City of Pasco, Washington, the more stringent or restrictive requirement shall govern.

5.3 Adjacent Zoning. It is recognized that these covenants apply to the real property described in Exhibit "A" and may be extended to apply to adjacent tracts of land controlled by the declarant. Declarant specifically reserves the right that these covenants shall not limit, nor prohibit declarant from authorizing any legal use of adjacent properties, including use for recreational vehicle parks, camping facilities, and attendant structures, services and business providing services to recreational vehicle parks and camping facilities.

ARTICLE VI
APPROVAL OF PLANS

6.1 Architectural and Landscaping Review Committee. There is hereby established an architectural and landscaping review committee whose members shall be appointed by the declarant. This committee shall consist of three (3) members. The members shall consist of: one member appointed by the Franklin County Board of Commissioners; one member appointed by the City Council of Pasco; and one member appointed by the landowners.

Members of the architectural and landscaping review committee shall serve a term of two (2) years and each member may serve consecutive and/or succeeding terms if so appointed. The affirmative vote of two (2) members shall constitute the action of the architectural and landscaping review committee. Replacement members shall be appointed in the same manner as set forth in the preceding paragraph. Each owner shall have one vote for each acre or portion of acre owned, and the vote of a majority of the owners for the appointment of the member appointed by the landowners shall be required to appoint said member or said member's replacement. Any owner may nominate a person for the position subject to said election. Election shall occur within thirty (30) days of a vacancy and shall be done by first class mail. The remaining committee members shall conduct the election and tabulate the results.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 11 of 15
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, UA

6.2 Required Approvals. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications with respect thereto have been submitted to and approved in writing by the architectural and landscaping review committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number of employees, and such other information as may be requested by said committee. All plans and specifications shall be submitted in manner and form satisfactory to the architectural and landscaping review committee and in writing over the signature of the owner of the building site or the owner's authorized agent. The architectural and landscaping review committee shall have the right to charge an owner a reasonable fee, which shall be initially set at two hundred fifty dollars ($250.00) for the review of *original plans and specifications submitted to the architectural and landscaping review committee* and a reasonable fee, which shall be initially set at one hundred dollars ($100.00) for additional plans and specifications (or the resubmission of disapproved plans and specifications) submitted by an owner with respect to such owner's building site. Any change (whether at the owner's initiative or to comply with code or permit requirements) shall require approval of the architectural and landscaping review committee.

6.3 Approval Criteria. Approval shall be based, among other things, on the following: adequacy of building site dimensions; conformity and harmony of external design and materials with neighboring structures; effect of location and use of improvements of neighboring building sites, operations and uses; relation to topography, grade and finished ground elevation of the building site being improved to that of neighboring building sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and intent of these covenants and the applicable zoning regulations as may be amended from time to time. The architectural and landscaping review committee shall not arbitrarily or unreasonably withhold is approval of such plans and specifications. Upon disapproval by the committee, the owner shall not take any further action regarding the proposed improvement until revising, resubmitting and obtaining the approval of such revised plans and specifications by the architectural and landscaping review committee.

6.4 Review Period. If the architectural and landscaping review committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. However, the restrictions contained in Article IV must be complied with even if no response is given by the architectural and landscaping review committee. The architectural and landscaping review committee shall notify the owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day period shall commence on the date all required information was received by the committee.

6.5 No Liability. Neither the architectural and landscaping review committee, declarant, nor their respective successors or assigns shall be liable in damages to anyone who regard to any restrictions, standards or requirements contained in these covenants and/or to anyone submitting plans to them for approval, or to any owner of land affected by these covenants, by reasons of mistake or difference in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications.

03-99

1563139
Page: 12 of 15
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, UA

ARTICLE VII
ENFORCEMENT

7.1 Abatement and Suit. The covenants, including all conditions, covenants, restrictions and reservations, contained herein shall run with the land and be binding upon and inure to the benefit of declarant and the owners of every building site within the property. These covenants may be enforced as provided hereinafter by declarant acting for itself, or by the architectural and landscaping review committee on behalf of all owners. By acquiring an interest in the property, each owner irrevocably appoints declarant (or the architectural and landscaping review committee if declarant so designates) as the owner's attorney-in-fact for enforcement and all *other purposes*. If declarant and the architectural and landscaping review committee fail to take corrective action within thirty (30) days after an owner notified declarant (or the architectural and landscaping review committee if declarant so designates) in writing of a claimed violation of these covenants, then (and only in that event) an owner at his own cost and expense, may separately enforce these covenants as hereinafter provided. Violation of any term or provision herein contained shall give declarant and/or the architectural and landscaping review committee the following cumulative rights: to enter upon the portion of the property wherein said violation exists and to summarily abate and remove at the expense of the owner thereof any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; to institute a proceeding at law or in equity against the owner or owners who have violated or are attempting to violate any of the terms and provisions of these covenants *and to enjoin or prevent* them from continuing to do so; or otherwise to cause said violation to be remedied and/or to recover damages for said violation. All costs of abatement, removal or remedying of the violation shall be assessed against the building site and failure to pay such assessment shall constitute a lien enforceable against the building site pursuant to Article VII, paragraph 7.3.

7.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant or occupant shall be applicable against ever such violation and may be exercised by declaration and/or the architectural and landscaping review committee. In the event of any violation or the threatened violation of these covenants or any part thereof, any person or entity, authorized to enforce these covenants, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a court of competent jurisdiction in addition to all other remedies set forth herein.

A. Attorney's Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, or any provisions hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.

B. No Waiver. The failure of declarant and/or the architectural and landscaping review committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and declarant and/or the architectural and landscaping review committee shall not be liable therefore.

7.3 Enforcement Assessments. The owner of each building site shall, within thirty (30)

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 13 of 16
03/06/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

days after the date upon which a notice of assessment is made or delivered to such owner, remit the amount of such assessment to declarant or the architectural and landscaping review committee, as the case may be. Assessments shall include but not be limited to the following:

A. Assessment arising from completion of landscaping in accordance with Article IV, paragraph 4.6B above;

B. Assessments arising from landscaping maintenance of said owner's building site which was performed in accordance with Article IV, paragraph 4.6C; and/or

C. Assessments arising from abatement, removal or remedying violations in accordance with Article VII, paragraph 7.1 above.

Any assessment not paid within the aforesaid thirty (30) day period shall bear interest from and after said thirty (30) day period at the rate of twelve (12) percent per annum until paid. All assessments not paid as set forth herein, plus accrued interest thereon, shall constitute a lien on the building site superior and prior to all other liens and encumbrances, except those liens for general taxes and special assessment liens, and except all liens unpaid on any mortgage of record. To evidence the lien created under these covenants, declarant or the architectural and landscaping review committee shall prepare written notice (the "notice") setting forth the amount of such unpaid assessment, the name of the owner or the reputed owner of the building site and a legal description of such building site. The notice shall be signed by declarant or a member of the architectural and landscaping review committee and shall be recorded in the office of the clerk and recorder for Franklin County (or to the appropriate office for recording real property records) after having been mailed to the owner or reputed owner of the building site in default not less than thirty (30) days prior to such recording. The lien for the unpaid assessment shall attach from the date of the recording of the notice. Any such lien may be enforced by the foreclosure upon the building site in the same manner as real property is foreclosed under the laws of the State of Washington. In any such foreclosure, the owner of the building site which is being foreclosed shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and filing of the notice as provided herein and in connection with the foreclosure. Declarant or any member of the architectural and landscaping review committee, as the case may be, shall have the power to bid on the building site being foreclosed. Declarant or the architectural and landscaping review committee shall notify any mortgagee of the building site being foreclosed if such encumbrancer has its address of record in the encumbrance document or otherwise furnishes it address in writing to declarant or the architectural and landscaping review committee. Any mortgage holding a lien on the building site may, but shall not be required to, pay any unpaid assessment and upon such payment, the mortgagee shall have a lien on the building site for the amount paid with the same priority as the lien of declarant or the architectural and landscaping review committee. If a mortgagee forecloses mortgage, the mortgagee or its purchaser shall not be liable for the unpaid assessments chargeable to the foreclosed building site which became due prior to such possession. All unpaid assessments against the foreclosed building site shall become a new assessment to be pro rata reassessed and paid by all other building site owners, including the mortgagee or its purchaser.

The assessment amount against each building site also shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same.

03-99

1563139
Page: 14 of 16
03/06/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

7.4 Certificate of Compliance. Upon written request of any owner, mortgagee, prospective owner, tenant or prospective tenant of a building site, and upon payment of a reasonable fee not to exceed Fifty Dollars ($50.00), declarant or the architectural and landscaping review committee shall issue an acknowledged certificate in recordable form setting forth the amounts of unpaid assessments under these covenants, if any, and setting forth generally whether or not said owner is in violation of any of the terms and conditions of these covenants. The certificate shall be conclusive upon declarant or the architectural and landscaping review committee in favor of the persons to whom addressed if they rely thereon in good faith. The certificate shall be furnished by declarant or the architectural and landscaping review committee within ten (10) days from the receipt of a written request therefore. If declarant or the architectural and landscaping review committee fails to furnish such statement within said ten (10) days, it shall be conclusively presumed there are no unpaid assessments relating to the building site as to which the request was made and that said building site is in conformance with all of the terms and provisions of these covenants.

ARTICLE VIII
TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

8.1 Term. These covenants, including every provision, condition, restriction and reservation contained herein, shall continue in full force and effect until January 1, 2045, and shall thereafter be automatically extended unless and until otherwise terminated or modified as provided below.

8.2 Termination and Modification. This declaration or any provision, covenant, condition, restriction or reservation contained herein, may be terminated, extended or amended as to the whole of said property or any portion thereof by declarant alone if it still owns fee title to any portion of the property or by the prior written consent of the owners of seventy-five percent (75%) of the property. Provided, no amendment shall impose more restrictive conditions than those set forth herein; and provided, further, any termination, extension or amendment shall be immediately effective when reduced to writing and executed and acknowledged by the appropriate parties (declarant alone or the requisite number of owners including the declarant if required) and when said writing is recorded in the office of the County Auditor of Franklin County, State of Washington.

8.3 Assignments of Declarant's Rights. Any and all of the rights, powers and reservations of declarant herein contained may be assigned in whole or in part by declarant to any person, corporation or association. Upon any such person, corporation or association evidencing its consent in writing to such assignment, it thereafter shall assume and have the same rights and powers as are given to by declarant herein. Upon such assignment, declarant shall be relieved from all obligations and duties hereunder. Further, declarant shall be relieved automatically from all obligations and duties hereunder upon declarant's sale or other transfer of all its fee interest in the property, whereupon the architectural and landscaping review committee shall exercise all rights, powers and duties of declarant under these covenants.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 15 of 16
03/06/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

ARTICLE IX
MISCELLANEOUS

9.1 Partial Invalidity. All of the conditions, covenants, restrictions and reservations contained in this declaration of protective covenants shall be construed together, but if it shall at any time be held that any one or more of said conditions, covenants, restrictions and/or reservations or any part thereof is void, invalid or unenforceable, then the same shall be affected nor impaired thereby.

9.2 Liability for Assessments. Assessments upon the property shall be a liability against the property and upon sale of any portion of the property, including a building site, the owner so selling shall not have any further liability for the obligations thereon which accrue against the parcel sold after the date of conveyance, but nothing herein shall relieve an owner of any building site from liability for any assessments or other obligations incurred pursuant to these covenants prior to such sale. Upon such sale, the purchaser of the property shall become liable for any assessments or other obligations incurred pursuant to these covenants. Said assessments shall include, but not be limited to, LIDs and other improvement assessments against the property. Additionally, notwithstanding the above, upon the sale of the property by declarant, being Franklin County, State of Washington, all assessments against the property of every kind and nature, regardless of a date assessed or accrued, shall pass with the conveyance and shall become a liability of the purchaser upon conveyance, both past and future, and the purchaser shall be responsible for all said payments, delinquent or nondelinquent, accrued or not accrued, and shall pay the same in a timely manner. The terms of the preceding sentence may be waived only by specific authorization and written agreement to retain or maintain liability by the declarant, Franklin County.

9.3 Benefits and Burdens. The terms and provisions contained in these covenants shall bind and inure to the benefit of declarant, the owners of all building sites located within the property, and their respective heirs, successors, personal representatives and assigns.

9.4 Notice. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: if intended for a building site owner (1) to the address of the building site, if improved; (2) to the address set forth in the purchase and sale agreement or purchase and sale agreement application if the building site is not improved; or (3) if neither of the foregoing applies, then to the last known address of owner. If intended for declarant, then to the address designated by the declarant from time to time.

9.5 Singular and Plural Headings. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Paragraph headings have been inserted solely for convenience and shall not be considered a part of these covenants for any purpose relating to the interpretation or construction of these covenants.

9.6 Applicable Law. These covenants shall be construed and enforced in all respects under the laws of the State of Washington.

03-99

1563139
Page: 16 of 16
03/06/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

9.7 Other Agreements and Declarations. Nothing in these covenants shall modify or relieve any owner or other person from complying with obligations under any declarations for roadway easements or other easements or other agreement affecting the property or portions thereof which are recorded and/or entered into with an owner.

IN WITNESS WHEREOF, Franklin County has executed this instrument the day and year first above written.

FRANKLIN COUNTY

By: _____

By: _____

By: _____

STATE OF WASHINGTON)
):ss.
County of Franklin)

I certify that I know or have satisfactory evidence that Neva J. Corkrum, Sue Miller, and Frank H. Brock are the Commissioners of FRANKLIN COUNTY and signed this instrument on its behalf, and acknowledged it to be the free and voluntary act for said corporation, for the uses and purposes mentioned in the instrument.

DATED this 6th day of: March, 1998.

_____
Notary Public in and for the
State of Washington,
residing at Ephrata
Hazel Hanson
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 9/19/99

03-99

EXHIBIT 5

SCHEDULE OF EXCLUSIONS FROM COVERAGE

May 10, 2006

The matters listed below each policy form are expressly excluded from the coverage of that policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason thereof.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. *(b) Any governmental police power not excluded by (a) above, except* to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury *or any consumer credit protection* or truth-in-lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CLTA STANDARD COVERAGE LOAN POLICY 1990

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, prohibiting regulating, or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy.
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances *of governmental regulations, except to the extent that a notice* of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer *except where the preferential transfer* results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE WHICH ISSUED THE COMMITMENT, AND A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) REFERRED TO IN THIS COMMITMENT WILL BE FURNISHED PROMPTLY UPON REQUEST.

EXHIBIT 5 May 10, 2006

AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE (10/22/03)

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. *Land use*
   d. improvements on the Land
   e. Land division
   f. environmental protection

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

   This Exclusion does not limit the coverage described in Covered Risk 14, 15 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appeared in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage *described in Covered Risk 11 or 18.*

SCHEDULE B GENERAL EXCEPTIONS

The matters listed below each policy form are expressly excepted from the coverage of that policy and that policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – STANDARD COVERAGE AND CLTA STANDARD COVERAGE LOAN POLICY

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under workmen's compensation acts, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, *claims or title to water, whether or not* the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – EXTENDED COVERAGE

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Underground easements, servitudes or installations which are not disclosed by the public records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities *unless disclosed as an* existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA LOAN POLICY (10/17/92) and ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)

No general exceptions appear in these policy forms.

EXHIBIT 5 May 10, 2006

SCHEDULE OF EXCLUSIONS FROM COVERAGE

The matters listed below each policy form are expressly excluded from the coverage of that policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason thereof.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CLTA STANDARD COVERAGE LOAN POLICY 1990

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, prohibiting regulating, or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy.
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances of governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE WHICH ISSUED THE COMMITMENT, AND A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) REFERRED TO IN THIS COMMITMENT WILL BE FURNISHED PROMPTLY UPON REQUEST.

EXHIBIT 5
May 10, 2006

COMMITMENT FOR TITLE INSURANCE

Issued by **Transnation Title Insurance Company**

LandAmerica Transnation

Transnation Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company.

TRANSNATION TITLE INSURANCE COMPANY

Attest: Secretary

TRANSNATION TITLE INSURANCE COMPANY INCORPORATED SEPT. 16, 1992 ARIZONA

By: President

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

EXHIBIT 5
May 10, 2006

Form B 1004-248

COMMITMENT FOR TITLE INSURANCE

American Land Title Association (1966)

Issued by

Transnation Title Insurance Company

Transnation Title Insurance Company
is a member of the LandAmerica family of title insurance underwriters.



LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
telephone, toll free: 800 446-7086
www.landam.com

[redacted]

Cascade Title Company

of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 99336
PHONE (509) 783-0660 • TITLE FAX (509) 783-0675
ESCROW FAX (509) 783-6612

Agent for

Transnation Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

EXHIBIT 5 May 10, 2006

Schedule A

Order No.: **P175261SP**
Escrow Officer: ***PAM WILSON***

Re.: **FRANKLIN COUNTY WASHINGTON**

1. Effective Date: **April 11, 2006** at **8:00 A.M.**

2. Policy or policies to be issued:

   a. **ALTA Owner's Policy - Standard Coverage (10-17-92)** Amount **$TO COME**
   Proposed Insured:
   TO BE DETERMINED
   b. **ALTA Extended Coverage Loan Policy (10-17-92)** Amount **$TO COME**
   Proposed Insured:
   TO BE DETERMINED
   c. **None** Amount $
   Proposed Insured:

PREMIUM INFORMATION:

A.	**Subdivider Rate**	**$**	**To**	Tax: **$**	**Be**	Total: **$Determined**
B.	**Simultaneous Rate**	**$**	**To**	Tax: **$**	**Be**	Total: **$Determined**
C.		**$**		Tax: **$**		Total: **$**

3. The estate or interest in the land described herein and which is covered by this commitment is:

   FEE SIMPLE

4. The estate or interest referred to herein is at Date of Commitment vested in:

   FRANKLIN COUNTY WASHINGTON, a municipal corporation

5. The land referred to in this Commitment is situated in the State of Washington and is more fully described as follows:
   SEE ATTACHED EXHIBIT A

Countersigned: _____

Scott Peyton

CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES

scott@cascadetitlecompany.com

EXHIBIT A

Order No.: ***P175261SP***

A parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 East, Willamette Meridian, Franklin County, Washington, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence North 89°44'32" West, along the North line of said Northeast Quarter, 586.59 feet; thence South 00°15'28" West, 59.00 feet to a point on the Southerly right of way margin of Burden Road and being the True Point of Beginning; thence South 89°44'32"East, along said Southerly Margin 305.09 feet; thence South 01°38'26" West, 187.71 feet; thence North 88°21'34" West, 305.00 feet; thence North 01°38'26" East, 180.35 feet to the True Point of Beginning. (Also known as Lot 1 of Binding Site Plan 2006-03, recorded under Auditor's File No. 1676946).

EXHIBIT 5 May 10, 2006

COMMITMENT FOR TITLE INSURANCE

Schedule B

Order No.**P175261SP**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. Any policy issued pursuant hereto will contain the Exclusions From Coverage and, under Schedule B, the standard exceptions as set forth and identified as to the type of policy on the attached Schedules of Exclusions and Exceptions.

EXHIBIT 5 May 10, 2006

SPECIAL EXCEPTIONS:

1. **LIEN of real estate excise sales tax upon any sale of said premises, if unpaid;**
   Located in: **Pasco**
   Excise Tax Rate: **1.53%**

2. **THE COUNTY ASSESSOR'S office records indicate that the general taxes for the year 2006, are EXEMPT;**
   Tax Account No.: **117-490-074**

3. **LIABILITY FOR GENERAL PROPERTY TAXES for the Purchaser's prorated portion of the year 2006, due to the transfer of exempt property to private ownership.**

4. **EXCEPTIONS AND RESERVATIONS contained in Deed;**
   From: **The United States of America**
   Recorded: **September 24, 1975**
   Recording No.: **355417**

   As follows:
   A right-of-way thereon for ditches or canals constructed by authority of the United States.

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

5. **EASEMENT, including the terms, covenants and provisions thereof;**
   Recorded: **May 3, 1976**
   Recording No.: **360350**
   In favor of: **Franklin County, Washington**
   For: **Operation, use and maintenance of a road**

6. **RELINQUISHMENT of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said premises and the highway or highways to be constructed on lands condemned by proceedings under United Stated District Court Eastern District of Washington;**
   Cause No.: **C-820085-RJM**
   By: **The State of Washington**

CONTINUED

SCHEDULE B - continued

Order No.: **P175261SP**

7. **TERMS, CONDITIONS AND PROVISIONS as contained in that certain Quit Claim deed instrument, entered into;**
   Recorded: October 5, 1990
   Recording No.: 474776
   In favor of : City of Pasco

8. **RESERVATION OF MINERALS OR MINERAL LANDS, access rights and use of surface area for mining operations, contained in Deed;**
   From: Glacier Park Company
   Recorded: October 16, 1990
   Recording No.: 474972

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

EXHIBIT 5 May 10, 2006

9. **EXCEPTIONS AND RESERVATIONS contained in Deed whereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;**
   From: The State of Washington
   Recording No.: 502470

   RIGHT OF THE STATE OF WASHINGTON or any grantee or lessee thereof, upon paying reasonable compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals, or other products from this and other property, as reserved in the Deed referred to above.

The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

10. **EASEMENT, including the terms, covenants and provisions thereof;**
    Recorded: October 4, 1993
    Recording No.: 502470
    For:
    a) Easement for a right of way for buried telephone cable granted to Pacific Northwest Bell telephone Company on *January 3, 1983 under Application No. 44823 for an indefinite term:*

    b) Easement for a right of way for a county road granted to Franklin county on Februrary 10, 1975 under application No. CR 3089 for an indefinite term;

    c) Easement for a right of way for a county road granted to Franklin County on December 31, 1935 under Application No. CR 1537 for an indefinite term;

    d) Easement for a right of way for a road granted to City of Pasco on December 7, 19990 under Application No. 48469 for indefinite term;

    e) Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982 under Application No. SR-1194 for an indefinite term.

    f) Pending application for a right of way for a state road filed by the Department of Transportation on *April 17, 1987* under Application No. SR-1260.

CONTINUED

SCHEDULE B - continued

Order No.: **P175261SP**

11. **RIGHT OF WAY EASEMENT, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;**
    Recorded: February 23, 1995
    Recording No.: 518429
    In favor of: Public Utility District No. 1 of Franklin County, Washington, a municipal corporation

12. **COVENANTS, CONDITIONS AND RESTRICTIONS contained in Declaration of Restrictions;**
    Recording No.'s: 552995 and 1563139

13. **Access easement as created by Binding Site Plan 2005-4 recorded under Auditor's File No. 1665845 and by said Binding Site Plan 2006-3 recorded under Auditor's File No. 1676946.**

14. **EASEMENT(S) delineated on the face of said plat;**
    For: Utility access, F.P.U.D.

EXHIBIT 5 May 10, 2006

15. **NOTES as contained on the face of said Binding Site Plan, as follows:**

    a) Rodeo Drive will be restricted to right in and right out traffic movements to and from Road 68.

    b) Access to and from Burden Boulevard shall be from the access Easement along the West line of Lots 1 and 2 of this binding site plan and along the East line of Lots 1 and 3 of binding site plan 2005-04 and is limited to a right in and right out only.

    c) Franklin P.U.D. Note
    The owner named hereon is responsible for providing and installing all trench, conduit, primary vaults, secondary junction boxes, and backfill for the P.U.D.'S primary and secondary distribution system in accordance with P.U.D. specifications. Said owner will make full advance payment of line extension fees and will provide all necessary utility easements Prior to P.U.D. construction and/or connection of electrical service to the Plat.

    d) Street addresses will be assigned at the time building permits are issued.

    e) Water and sewer service are available from Rodeo Drive Only.

    f) Lots 1and 2 in this binding site plan shall participate in reciprocal access and utility easements and share common access parking, storm water retention and circulation rights.

END OF SCHEDULE B

COMMITMENT FOR TITLE INSURANCE

Schedule C

Order No. **P175261SP**

The following matters will not be listed as Special Exceptions in Schedule "B" of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule "B" of the Policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule "B", excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the Policy.

NOTES AND REQUIREMENTS:

A. Requirements: Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

EXHIBIT 5 May 10, 2006

B. In the event this transaction fails to close a minimum cancellation fee of **$50.00** + **$4.15** sales tax will be charged for services rendered in accordance with our rate schedule unless otherwise specified.

C. This Commitment shall not obligate the Company to issue any Endorsement. All Endorsements to be issued must be agreed to by the Company and appropriate for the estate insured.

D. Any sketch or map enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

E. Unless otherwise requested, the forms of policy to be issued in connection with this commitment will be ALTA 1992 policies, or, in the case of standard lender's coverage, the CLTA Standard Coverage Policy - 1990. The policy committed for or requested may be examined by inquiry at the office which issued the commitment. A specimen copy of the policy form(s) referred to in this commitment will be furnished promptly upon request.

F. The specific discounted rate classifications applied to the owner's policy, and/or lender's policy requested for this transaction, are disclosed in "Schedule A" of the preliminary commitment. Other discounted rate classifications may apply, including the:

Short Term Rate
Prior Title Evidence Rate
Builder's, Subdivider's and Developer's Rate
Simultaneous Issue Rate
Refinance, Mortgage Reorganization, Junior Mortgage Rate
Special Project Rate

Attached in "Exhibit R" is a brief description of these rates. PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES. You may reach your title officer at 509-783-0660

EXHIBIT A

Order No.: **P175261SP**

ADDITIONAL NOTES AND REQUIREMENTS:

A. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed will be subject to such matters as may be found by a search of the records against said names.

B. General taxes for the year 2006, are EXEMPT, however the following amount was paid;
Amount: $7.28
Tax Account No.: 117-490-074

END OF SCHEDULE C

NOTE: In the event that the Preliminary Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection upon request.
SP/hk

EXHIBIT "R"

DISCOUNTED RATE DISCLOSURE ADDENDUM

The specific discounted rate classifications applied to this transaction, are disclosed in Schedule A of the preliminary commitment. Other discounted rate classifications may apply, including the:

Builder's, Subdivider's & Developer's Rate

When an insured owner places an order for title insurance for a specific project on land which has been or is to be divided into four or more parcels of land. This rate applies also for lender's policies insuring a development loan and for the sale of a subdivided lot.

When a lender's policy is issued insuring a lien of a mortgage for financing the construction of residential or condominium units.

When an owner's policy is issued insuring the sale or lease of residential or condominium units.

EXHIBIT 5 May 10, 2006

Simultaneous Issue Rate

When any policy is issued simultaneously with a policy and one policy contains the provision that any loss payment or claim paid thereon shall reduce pro tanto the Company's liability under the other policy or policies.

Short Term Rate

If an owner's, purchasers, mortgagees, or leasehold policy has been issued by any title insurer, and an order for title insurance is placed within three (3) years following the date of the prior policy.

Refinance, Mortgage Reorganization/Junior Mortgage Rate

When a Lender's or Purchaser's Policy has been issued and a new loan on the same property is executed by the same borrower(s).

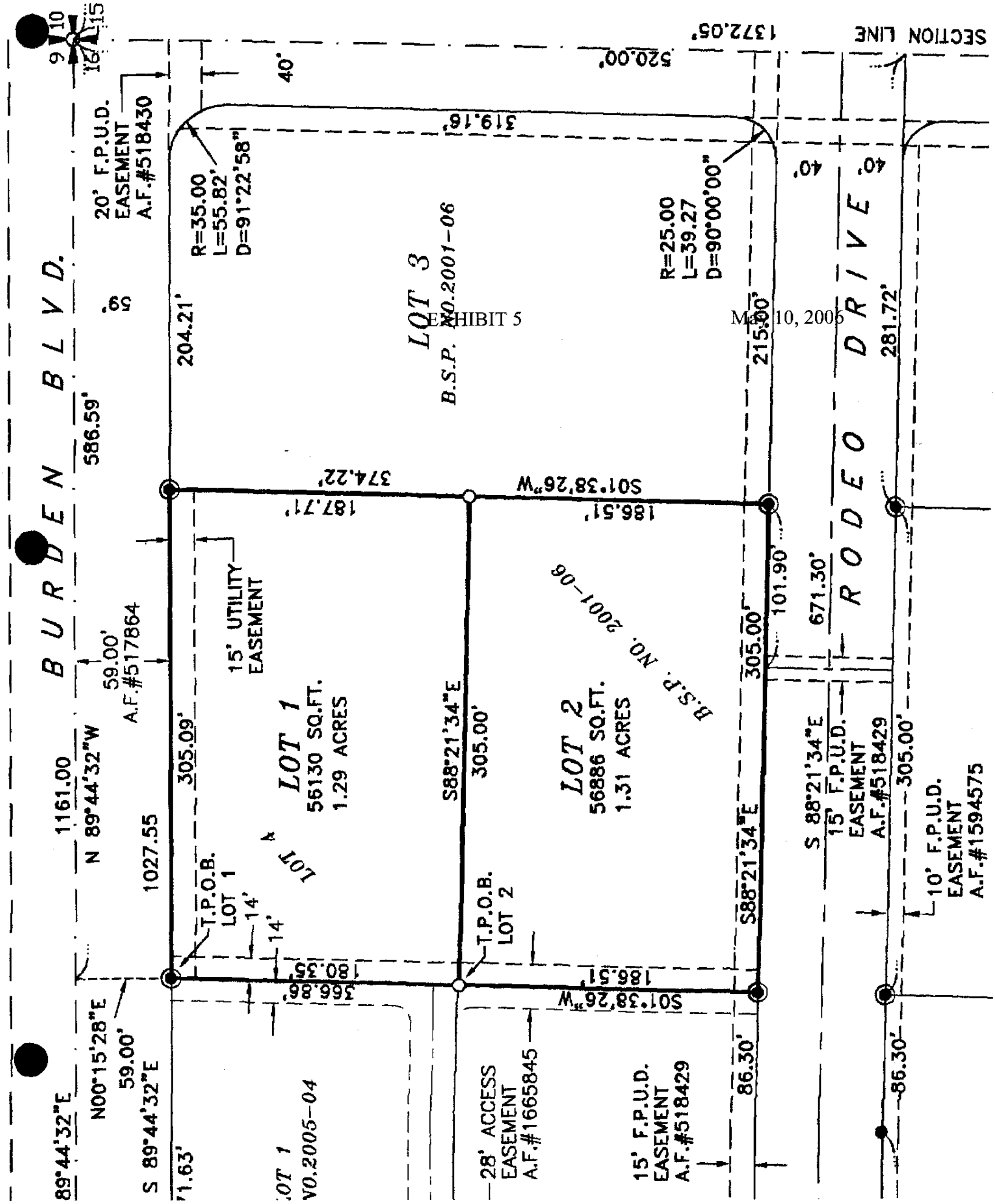
Special Project Rate

An application for a title insurance policy having a liability of $1,000,000.00 or more.

Prior Title Evidence Rate

If at any time an order for title insurance is placed, a copy of the then owner's policy of title insurance is submitted.

PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES.
You may reach your title officer at (509) 783-0660


SECTION LINE
1372.05'
520.00'
40'
319.16'
R=35.00
L=55.82'
D=91°22'58"
R=25.00
L=39.27
D=90°00'00"
20' F.P.U.D.
EASEMENT
A.F.#518430
40'
40'
LOT 3
B.S.P. NO.2001-06
204.21'
215.00'
281.72'
DEO DRIVE
586.59'
BURDEN BLVD.
374.22'
S01°38'26"W
187.71'
186.51'
15' UTILITY
EASEMENT
59.00'
A.F.#517864
1161.00
N 89°44'32"W
305.09'
1027.55
LOT 1
56130 SQ.FT.
1.29 ACRES
S88°21'34"E
305.00'
LOT 2
56886 SQ.FT.
1.31 ACRES
N.S.P. NO.2001-06
305.00'
101.90'
671.30'
S 88°21'34"E
15' F.P.U.D.
EASEMENT
A.F.#518429
10' F.P.U.D.
EASEMENT
A.F.#1594575
T.P.O.B.
LOT 1
14'
14'
180.35'
566.86'
T.P.O.B.
LOT 2
186.51'
S01°38'26"W
86.30'
S88°21'34"E
305.00'
86.30'
N00°15'28"E
59.00'
S 89°44'32"E
89°44'32"E
28' ACCESS
EASEMENT
A.F.#1665845
15' F.P.U.D.
EASEMENT
A.F.#518429

BINDING SITE PLAN 2006-03

REVISION OF LOT 4, BINDING SITE PLAN 2001-06,
LOCATED IN A PORTION OF SECTION 16,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTION-ENTIRE BINDING SITE PLAN

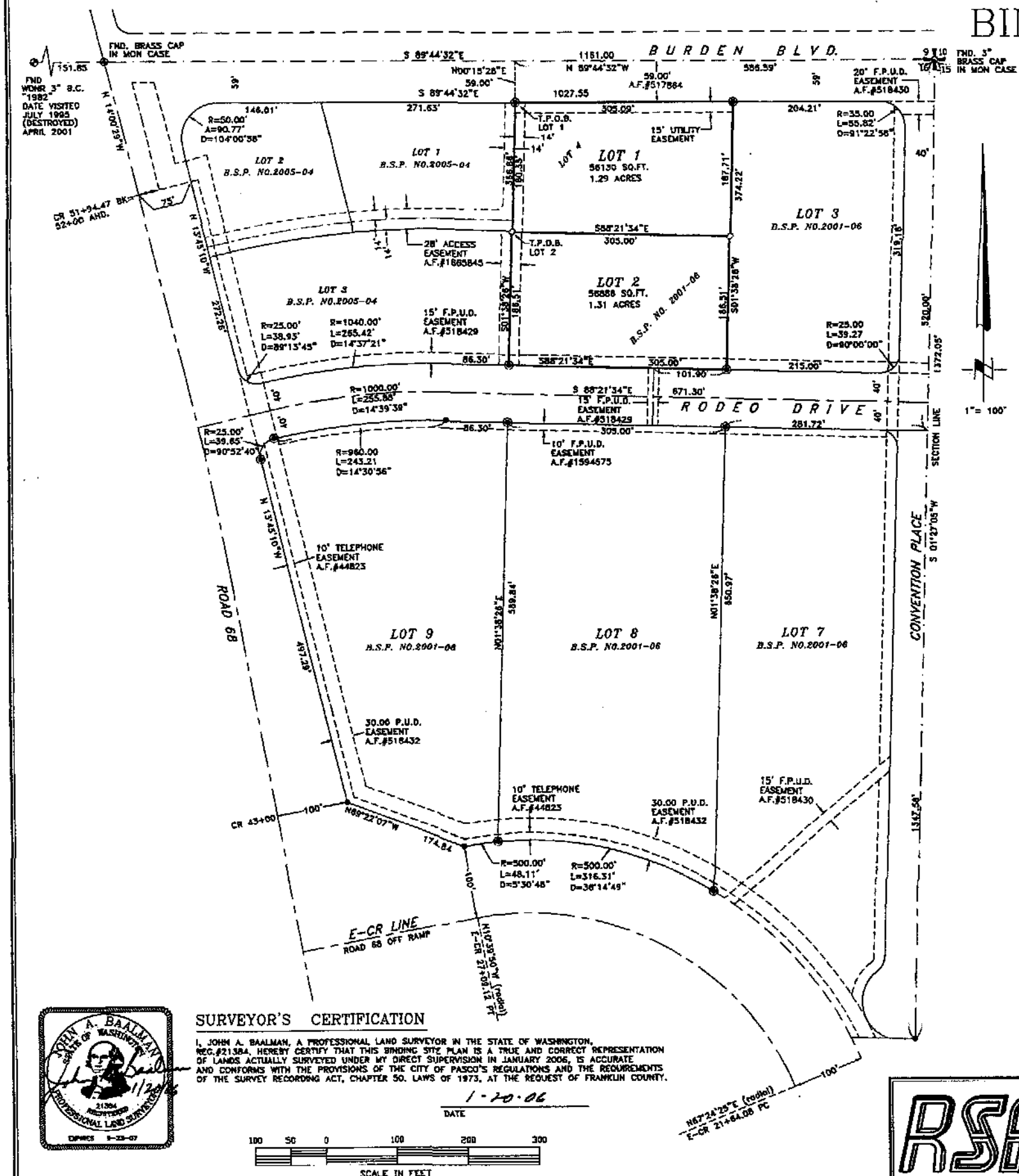
LOT 4 (BINDING SITE PLAN 2001-06)
(TAX PARCEL NO. 117-490-073)
A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE N.89°44'32" W., ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 586.59 FEET; THENCE S.00°15'28" W., 59.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN ROAD AND BEING THE TRUE POINT OF BEGINNING; THENCE S.89°44'32" E., ALONG SAID SOUTHERLY MARGIN 305.09 FEET; THENCE S.01°38'26" W., 374.22 FEET TO A POINT ON THE NORTHERLY MARGIN OF RODEO DRIVE; THENCE N.88°21'34" W., ALONG SAID NORTHERLY MARGIN, 305.00 FEET; THENCE N.01°38'26" E., 388.86 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 113,016 SQUARE FEET.

SEE SHEET 2 OF 2 FOR NEW LEGAL DESCRIPTIONS



SURVEYOR'S CERTIFICATION

I, JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, REG.#21384, HEREBY CERTIFY THAT THIS BINDING SITE PLAN IS A TRUE AND CORRECT REPRESENTATION OF LANDS ACTUALLY SURVEYED UNDER MY DIRECT SUPERVISION IN JANUARY 2006, IS ACCURATE AND CONFORMS WITH THE PROVISIONS OF THE CITY OF PASCO'S REGULATIONS AND THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF FRANKLIN COUNTY.

1-20-06
DATE

JOHN A. BAALMAN STATE OF WASHINGTON 21384 REGISTERED PROFESSIONAL LAND SURVEYOR EXPIRES 9-29-07

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 25 DAY OF January, 2006 A.D., AT 46 MINUTES PAST 3 P M. AND RECORDED IN VOLUME 1 OF SURVEYS, PAGE 96, AT THE REQUEST OF FRANKLIN COUNTY.

Dana H Lenhart
FRANKLIN COUNTY AUDITOR

L Hafferty
BY DEPUTY

1676946
Page: 1 of 2
01/25/2006 03:46P
FRANKLIN COUNTY COMMISSIONERSATTE 103.00 Franklin Co, WA

REV: 01-06-06

ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT	FRANKLIN COUNTY		JOB 23605
PROJECT	BINDING SITE PLAN REVISION OF LOT 4, B.S.P. NO. 2001-06		
DRN. BY RPJ	SCALE 1"= 100'	F. B. NO. NONE	SHEET 1
APPROVED JAB	DATE 9-29-05	SDPROJ- 23605 FILE: 23605.DWG	OF 2

EXHIBIT 5
May 10, 2006

-16-05

N89°44'32"W 2625.29'

BURDEN BLVD.

1160.89' (1161.00') R3

S00°15'28"W
59.00'

59'

122 N89°44'32"W (417.64') R3

146.01' 271.63'

(305.09') R3

59' R/W
AF #517864

(C1)

10' TELEPHONE
EASEMENT AF #44823

LOT 1
1.01 AC/ 43920 SF

S13°51'22"E

LOT 2
0.92 AC/ 40155 SF

75'

S13°45'10"E

158.12'

186.57'

180.35'

(366.86') R3

28' ACCESS
EASEMENT

14' 14'

28' ACCESS
EASEMENT

C4

Δ=6°19'50"
R=1228.01
L=135.68

Δ=9°33'39"
R=1228.01
L=204.91

14' 14'

71.68'
S88°21'34"E

R=1228.01 L=340.59

Δ=15°53'29"

S82°31'17"E
14.70'

LOT 4
BSP 2001-06
(VOL. 1, PG. 57)

EXHIBIT 5

30' PUD EASEMENT
AF #518432

LOT 3
1.73 AC/ 75367 SF

L1

40'

N01°38'26"E

15' PUD EASEMENT
AF #518429

30'

(321.18') R3

163.06'

20' UTILITY
EASEMENT

10' 10'

LOT 5
BSP 2001-06
(VOL. 1, PG. 57)

186.51'

ROAD 68

(Δ=14°37'21")
(R=1040.00' L=265.42') R3

120 (C2)

118 S88°21'34"E (86.30') R3

May 10, 2006

(305.00') R3

N88°21'34"W

(Δ=14°39'39" R=1000.00' L=253.88') R3

RODEO DRIVE

(C3) (Δ=14°30'56" R=960.00' L=243.21') R3 (86.30') R3

(305.00') R3

EXHIBIT 5

May 10, 2006

BINDING SITE PLAN 2006-03

REVISION OF LOT 4, BINDING SITE PLAN 2001-06,
LOCATED IN A PORTION OF SECTION 16,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

NEW LEGAL DESCRIPTIONS

LOT 1:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89°44'32" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 586.59 FEET; THENCE SOUTH 00°15'28" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN ROAD AND BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°44'32" EAST, ALONG SAID SOUTHERLY MARGIN 305.09 FEET; THENCE SOUTH 01°38'26" WEST, 187.71 FEET; THENCE NORTH 88°21'34" WEST, 305.00 FEET; THENCE NORTH 01°38'26" EAST, 180.35 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 56,130 SQUARE FEET.

LOT 2:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89°44'32" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 586.59 FEET; THENCE SOUTH 00°15'28" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN ROAD; THENCE SOUTH 01°38'26" WEST, 180.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°21'34" EAST, 305.00 FEET; THENCE SOUTH 01°38'26" WEST, 186.51 FEET TO A POINT ON THE NORTHERLY MARGIN OF RODEO DRIVE; THENCE NORTH 88°21'34" WEST, ALONG SAID NORTHERLY MARGIN, 305.00 FEET; THENCE NORTH 01°38'26" EAST, 186.51 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 56,886 SQUARE FEET.

BINDING SITE PLAN DECLARATION:

ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THIS BINDING SITE PLAN, AS IT MAY BE AMENDED WITH THE APPROVAL OF THE CITY, AND IN ACCORDANCE WITH SUCH OTHER GOVERNMENTAL PERMITS, APPROVALS, REGULATIONS, REQUIREMENTS AND RESTRICTIONS THAT MAY BE IMPOSED UPON SUCH LAND AND THE DEVELOPMENT THEREOF. UPON COMPLETION, THE IMPROVEMENTS ON THE LAND SHALL BE INCLUDED IN ONE OR MORE CONDOMINIUMS OR OWNED BY AN ASSOCIATION OR OTHER LEGAL ENTITY IN WHICH THE OWNERS OF UNITS THEREIN OR THEIR OWNERS' ASSOCIATIONS HAVE A MEMBERSHIP OR OTHER LEGAL OR BENEFICIAL INTEREST. THIS BINDING SITE PLAN SHALL BE BINDING UPON ALL NOW OR HEREAFTER HAVING ANY INTEREST IN THE LAND DESCRIBED HEREIN.

NOTES:

1. BASIS OF BEARING IS A RECORD SURVEY AS SHOWN IN VOLUME 2, PAGE 38, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (R) = RECORD (C) = COMPUTED
3. ○ =DENOTES SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "RSI-JAB 21384".
4. ● =DENOTES FOUND 5/8" REBAR W/CAP STAMPED "ROGERS 12365" UNLESS NOTED OTHERWISE.
5. ◉ =DENOTES FOUND 5/8" REBAR W/CAP STAMPED "RSI-MCF 34587".
6. EQUIPMENT AND PROCEDURES USED: TOPCON GTS 225 TOTAL STATION (5 SECOND 2mm + 2 ppm): CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.
7. RODEO DRIVE WILL BE RESTRICTED TO RIGHT IN AND RIGHT OUT TRAFFIC MOVEMENTS TO AND FROM ROAD 68.
8. ACCESS TO AND FROM BURDEN BOULEVARD SHALL BE FROM THE ACCESS EASEMENT ALONG THE WEST LINE OF LOTS 1 AND 2 OF THIS BINDING SITE PLAN AND ALONG THE EAST LINE OF LOTS 1 AND 3 OF BINDING SITE PLAN 2005-04 AND IS LIMITED TO A RIGHT IN AND RIGHT OUT ONLY.
9. FRANKLIN P.U.D. NOTE:
   THE OWNER NAMED HEREON IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL TRENCH, *CONDUIT, PRIMARY VAULTS, SECONDARY JUNCTION BOXES, AND BACKFILL FOR* THE P.U.D.'S PRIMARY AND SECONDARY DISTRIBUTION SYSTEM IN ACCORDANCE WITH P.U.D. SPECIFICATIONS. SAID OWNER WILL MAKE FULL ADVANCE PAYMENT OF LINE EXTENSION FEES AND WILL PROVIDE ALL NECESSARY UTILITY EASEMENTS PRIOR TO P.U.D. CONSTRUCTION AND/OR CONNECTION OF ELECTRICAL SERVICE TO THE PLAT.
10. CITY OF PASCO VERTICAL DATUM REFERENCE: PSI #23-2 BRASS CAP AT INTERSECTION OF BURDEN BLVD. & ROAD 68 PLACE. ELEVATION = 506.96.
11. STREET ADDRESSES WILL BE ASSIGNED AT THE TIME BUILDING PERMITS ARE ISSUED.
12. WATER AND SEWER SERVICE ARE AVAILABLE FROM RODEO DRIVE ONLY.
13. LOTS 1 & 2 IN THIS BINDING SITE PLAN SHALL PARTICIPATE IN RECIPROCAL ACCESS AND UTILITY EASEMENTS AND SHARE COMMON ACCESS PARKING, STORM WATER RETENTION AND CIRCULATION RIGHTS.

SURVEYOR'S CERTIFICATION

I, JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, REG.#21384, HEREBY CERTIFY THAT THIS BINDING SITE PLAN IS A TRUE AND CORRECT REPRESENTATION OF LANDS ACTUALLY SURVEYED UNDER MY DIRECT SUPERVISION IN JANUARY 2006, IS ACCURATE AND CONFORMS WITH THE PROVISIONS OF THE CITY OF PASCO'S REGULATIONS AND THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF FRANKLIN COUNTY.

JOHN A. BAALMAN — STATE OF WASHINGTON — 21384 REGISTERED PROFESSIONAL LAND SURVEYOR — EXPIRES 8-23-07

DATE 1-20-06

OWNERS CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON. THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PARCELED INTO LOTS AS SHOWN WITH OUR FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS OF THE LAND COVERED BY THE BINDING SITE PLAN AND THE STREETS AND UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC AS SHOWN ON THE BINDING SITE PLAN.

NEVA CORKRUM — ROBERT E. KOCH

absent
FRANK H. BROCK

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF FRANKLIN }

THIS IS TO CERTIFY ON THIS 25 DAY OF January, 2006, PERSONALLY APPEARED BEFORE ME, NEVA J. CORKRUM, ROBERT E. KOCH AND ~~FRANK H. BROCK~~, FRANKLIN COUNTY COMMISSIONER'S, TO ME KNOWN TO BE THE INDIVIDUALS IN AND WHO EXECUTED THE FOREGOING "OWNERS CERTIFICATE", AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR VOLUNTARY ACT AND DEED IN WITNESS THEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Mary C. Withers
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Eltopia
MY COMMISSION EXPIRES: 10-29-08

APPROVALS

THE BINDING SITE PLAN IS HEREBY APPROVED BY AND FOR THE CITY OF PASCO, STATE OF WASHINGTON

PASCO CITY ENGINEER — DATE 1/25/06

COMMUNITY DEVELOPMENT DIRECTOR — DATE 1-25-06

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY FRANKLIN CO. P.U.D.

FRANKLIN COUNTY P.U.D. — DATE 1/20/06

TREASURES CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES AND ASSESSMENTS AGAINST THE LAND DESCRIBED HEREON HAVE BEEN PAID IN FULL THIS 20 DAY OF January 2006.

FRANKLIN COUNTY TREASURER — by Amy Schroeder deputy

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 25th DAY OF January, 2006 A.D., AT 46 MINUTES PAST 3 P M. AND RECORDED IN VOLUME 1 OF SURVEYS, PAGE 96a, AT THE REQUEST OF FRANKLIN COUNTY.

FRANKLIN COUNTY AUDITOR — BY DEPUTY

1676945
Page: 2 of 2
01/25/2006 02:46P
FRANKLIN COUNTY COMMISSIONERS SITE — 193.00 Franklin Co, WA

REV: 01-06-06

ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT	FRANKLIN COUNTY		JOB 23605
PROJECT	BINDING SITE PLAN REVISION OF LOT 4, B.S.P. NO. 2001-06		
DRN. BY RPJ	SCALE 1"= 100'	F. B. NO. NONE	SHEET 2
APPROVED JAB	DATE 9-29-05	SOPROJ- 23605 FILE: 23605.DWG	OF 2

EXHIBIT 5

May 10, 2006

502470

VOL 0329 PG 0545

RECORDED

AFTER RECORDING RETURN TO:
Department of Natural Resources
Land Records Section
PO Box 47021
Olympia, WA 98504-7021

'93 DEC -4 P1:41
502470

QUITCLAIM DEED

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources for and in consideration of the sum of $200,000.00, hereby grants, conveys and quitclaims to FRANKLIN COUNTY, GRANTEE, the following described real property situated in Franklin County, Washington, to wit:

That portion of the NE¼ of the NE¼ of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington lying easterly of the centerline of Road 68, containing 30.15 acres, more or less, according to State Department of Transportation right of way plans titled ROAD 68 INTERCHANGE VICINITY TO SR 395 INTERCHANGE VICINITY, sheets 4 and 13 of 15, and dated approved October 7, 1977, last revision December 14, 1981, on file with said State Department of Transportation, Olympia, Washington.

The above parcel of section subdivision is according to U.S. Government subdivision procedures.

The above-described lands are subject to the following reservation:

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and it also hereby expresly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roods and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state, its successors or assigns, until provision has been made by the state, its successors or assigns, to pay to the owner of the land upon which the rights herein reserved to the state, its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state, its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situated, as may be necessary to determine the damages which said owner of said land may suffer.

The Grantor identifies the following encumbrances for convenience and informational purposes only and makes no warranties, expressed or implied, associated with this quitclaim deed:

1. Easement for a right of way for buried telephone cable granted to Pacific Northwest Bell Telephone Company on January 3, 1983, under Application No. 44823 for an indefinite term.

No Real Estate Excise Tax Due
This instrument Exempt Under R.C.W.28.45

502470 VOL 0329 PAGE 516

2. Easement for a right of way for a county road granted to Franklin County on February 10, 1975, under Application No. CR 3089 for an indefinite term.

3. Easement for a right of way for a county road granted to Franklin County on December 31, 1935, under Application No. CR 1537 for an indefinite term.

4. Easement for a right of way for a road granted to City of Pasco on December 7, 1990, under Application No 48469 for an indefinite term.

5. Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982, under Application No. SR-1194 for an indefinite term.

6. Pending application for a right of way for a state road filed by the Department of Transportation on April 17, 1987, under Application No. SR-1260.

This Deed is executed and delivered pursuant to RCW 79.01.220 in fulfillment of that certain Real Estate contract between the parties, dated February 28, 1993 and conditioned on the conveyance of the above-described property heretofore by the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

WITNESS the Seal of the State of Washington, affixed this 21ST day of SEPTEMBER, 19 93

Mike Lowry
GOVERNOR

Attest: Donald F. Whiting, ASSISTANT SECRETARY OF STATE

Approved as to form this 7th day of July, 19 93.
James Schwant
Assistant Attorney General

Deed No. 26448.

State Record of Deeds, Volume 13, Page 160.

App. No. 52852

c:\lmak\wpd\52852.qcd

EXHIBIT 5

Mar 10 2006

417

Form 1860-9
(March 1968)
(formerly 4-1041)

Washington 05347

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States an application by the State of Washington and a decision of the Oregon State Office of said Bureau at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section lands in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676) upon its admission into the Union on November 11, 1889 (26 Stat. 1552):

Willamette Meridian, Washington.

T. 14 N., R. 27 E.,
Sec. 36, All.

T. 10 N., R. 28 E.,
Sec. 36, Lots 1, 4, 5, and 6, and E½E½.

T. 11 N., R. 28 E.,
Sec. 36, All.

T. 12 N., R. 28 E.,
Sec. 36, Lots 1 to 4, inclusive, and E½.

T. 13 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 28 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 29 E.,
Sec. 16, All;
Sec. 36, Lots 1 and 2.

T. 10 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 29 E.,
Sec. 16, All;
Sec. 36, All.

355417

RECORDED IN VOL 73
OF OFFICIAL RECORDS
PAGE ____ REQUEST OF
Department of Natural Resources
SEP 24 3 05 AM '75
DOROTHY TOWNE AUDITOR
FRANKLIN COUNTY, WASH.
DEPUTY
MAIL TO:
State of Washington
Dept. of Natural Resources
Olympia, Wa., 98504

73 PAGE 505

46-76-0011

Patent Number

(33) 355 7

Washington 05347

T. 9 N., R. 30 E.,
Sec. 16, All;
Sec. 36, Lot 1.

T. 10 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 30 E.,
Sec. 16, All;
Sec. 36, All.

T. 9 N., R. 31 E.,
Sec. 16, All.

T. 10 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 11 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 31 E.,
Sec. 16, All;
Sec. 36, All.

T. 10 N., R. 32 E.,
Sec. 16, All.

T. 11 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 12 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 32 E.,
Sec. 16, All;
Sec. 36, All.

46-76-0011

Patent Number

VOL. 73 PAGE 506

355417

(17) 355-7

Washington 05347

T. 11 N., R. 33 E.,
Sec. 16, All.

T. 12 N., R. 33 E.,
Sec. 16, All;
Sec. 36, Lots 1 to 4, inclusive, and W½.

T. 13 N., R. 33 E.,
Sec. 16, All;
Sec. 36, All.

T. 14 N., R. 33 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 34 E.,
Sec. 16, All.

T. 14 N., R. 34 E.,
Sec. 16, All;
Sec. 36, All.

T. 13 N., R. 35 E.,
Sec. 16, All.

T. 14 N., R. 35 E.,
Sec. 16, All.
Sec. 36, All.

T. 13 N., R. 36 E.,
Sec. 16, Lots 1, 2, and 3, N½, N½SE¼,
and SE¼SE¼;

T. 14 N., R. 36 E.,
Sec. 16, All;
Sec. 36, All.

Aggregating 41,428.65 acres;

Patent Number 46-76-0011

355417
VOL 73 PAGE 507

Form 1860-10
(July 1978)

Washington 05347

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described lands on November 11, 1889, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said State of Washington, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever.

State of Washington }
County of Thurston } ss

I, DONALD F. MCKAY, Records Officer for BERT L. COLE, Commissioner of Public Lands of the State of Washington and ex officio Administrator of the Department of Natural Resources for the State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this 23rd day of September A.D. 1975

Donald F. McKay

DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon the TWENTY-SECOND day of AUGUST in the year of our Lord one thousand nine hundred and SEVENTY-FIVE and of the Independence of the United States the two hundredth and

[SEAL]

By Harold A. Berends
Chief, Branch of Lands
and Minerals Operations

Patent Number 46-76-0011

VOL 73 PAGE 508

GPO 863-617 355417

Form 1860-a
(July 1975)
Washington 05347-A

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States, an application by the State of Washington and a decision of the Oregon State Office of said Bureau, at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section land in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676), upon the acceptance of the Plat of Survey on July 9, 1920:

Willamette Meridian, Washington.

T. 12 N., R. 28 E.,
Sec. 36, Lot 5.
Containing 27.91 acres;

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described land on July 9, 1920, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents, DOES GIVE AND GRANT, unto the said State of Washington, the land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever; and there is reserved from the land hereby granted, a right-of-way thereon for ditches or canals constructed by authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.

State of Washington } ss
County of Thurston }

I, DONALD F. MCKAY, Records Officer for BERT L. COLE, Commissioner of Public Lands of the State of Washington and ex officio Administrator of the Department of Natural Resources for the State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this 23rd day of September A.D. 1975

Donald F. McKay
DONALD F. MCKAY
Office Manager and Records Officer
Department of Natural Resources

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon the TWENTY-SECOND day of AUGUST in the year of our Lord one thousand nine hundred and SEVENTY-FIVE and of the Independence of the United States the two hundredth and

By Harold A. Berends
Chief, Branch of Lands
and Minerals Operations

Patent Number 46-76-0012

GPO 888-840

VOL 73 PAGE 509

355417

360350

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Easement No. CR 3089

THIS EASEMENT, made and entered into this 15th day of February, 19 75, by and between FRANKLIN COUNTY, herein called the "Grantee," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee:

An easement for a right of way for the sole purpose of construction, operation, use, and maintenance of a road over and across a location as shown on Plat No. CR 3069 filed in the office of the Commissioner of Public Lands at Olympia, Washington, a reduction of which is attached as Exhibit A, indicating said right of way in red, and by this reference made a part hereof, all in Franklin County, Washington. Provided, the Grantee may permit the installation of utilities specifically pertaining to electronic transmission lines, telephone lines, or pipelines but for no other purposes.

This easement granted herein is subject to the following terms, conditions, and provisions:

Consideration

The consideration paid by the Grantee to the State is as follows:

None. The benefits acruing to the State from the granting the public access rights offset the damage done to the land by the same grant.

Operating Specifications

In the exercise of rights granted by this easement, the Grantee agrees to abide by the State's Resource Management Operating Specifications in effect at the time of the execution of this easement.

Subsequent changes in specifications necessary to reasonably protect the environment will be mutually agreed upon. Costs for such subsequent changes will be borne by the Grantee.

If the two parties fail to agree that the changes in specifications are necessary, a three-member committee will be formed. Said committee to be made up of one member appointed by the State, one member appointed by the Grantee, and one member appointed by the two aforementioned members. The decision of the committee will be final and binding on all parties.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of said rights.

During operations under this easement, including the construction of roads and landings, the Grantee shall take such precautions as necessary to minimize insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

360350

All soil surfaces on the right of way, temporary roads and skid trails which are devoid of natural cover as a result of the operations hereunder, shall be reseeded to a grass mixture recommended by the local office of the County Extension Agent.

All legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object. Grantee shall record these references in the respective offices of the local County Engineer and the Commissioner of Public Lands.

The Grantee shall prevent the establishment of weeds upon, and the spread of weeds from, any portion of the right of way herein granted which is adjacent to cultivated State lands and shall further comply with the county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 113, Laws of 1969 Ex. Ses.). Payment of weed control costs will be the Grantee's responsibility.

In the event the county noxious weed control board directs the Grantee to control weeds or the Grantee elects to kill or control the growth of weeds and/or brush by chemical treatment within or in proximity to said right of way, he shall use only those chemical agents, the container labels of which have been registered with the Washington State Department of Agriculture. Such use must be in accordance with the labeled directions and approved of jointly by the Washington State Department of Agriculture and the County Extension Agent before commencement of any control program.

Restoration

It is understood and agreed that in the event any portion of the road described herein is abandoned, the Grantee shall take the necessary legal action to vacate such portions and shall immediately restore the land within all abandoned portions to a natural condition as may be directed by the State.

On those portions designated for restoration, all asphalt shall be removed from the abandoned right of way and shall not be deposited on the adjacent State land; in addition, the land surface shall be scarified to blend with the adjoining landscape.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file with the State in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Ellensburg, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

360350
RECORDED IN VOL 80
OF OFFICIAL RECORDS
PAGE ____ REQUEST OF
Franklin Co. Engineer
MAY 3 11 17 AM '76
DOROTHY OWRE AUDITOR
FRANKLIN COUNTY, WASH.
DEPUTY
MAIL TO:

VOL 80 PAGE 112

App. No. CR 3089

360350

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By _____
BERT L. COLE
Commissioner of Public Lands

FRANKLIN COUNTY

_____

_____

_____
County Commissioners

Courthouse
Pasco, WA 99301

App. No. CR 3089
db

360352

VOL 80 PAGE 113

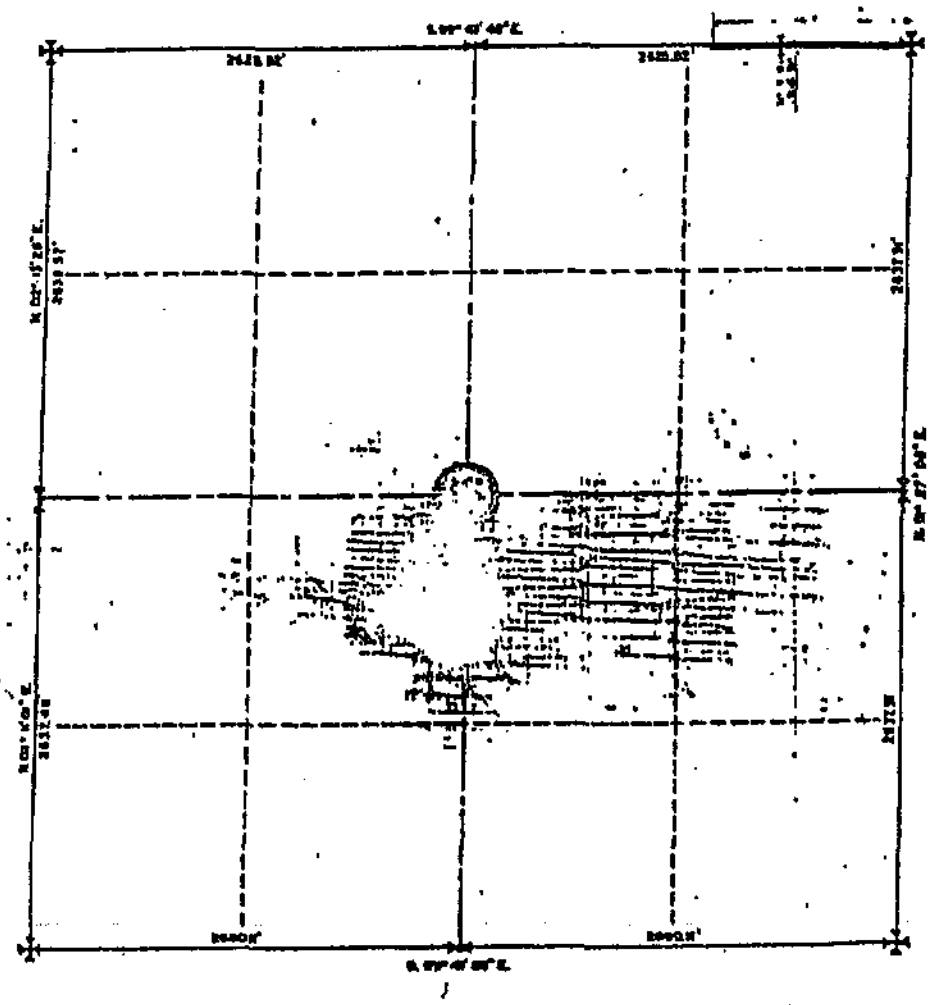
360350

PLAT OF RIGHT OF WAY

For Public Road, as Petitioned for by the County of Franklin

Across Section 16, Township 9, NORTH, Range 29, E.W.M.

CR3089



CR3089

H. A. McCann

EXHIBIT A

360350

80 PAGE 174

416896 15-9-27 416896

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA, Plaintiff, v. 46.315 ACRES OF LAND, more or less, situate in Franklin County, Washington; BURLINGTON NORTHERN RAILROAD COMPANY, a corporation; FRANCES C. THOMAS, a single woman; DAVE MacHUGH and JANE DOE MacHUGH, husband and wife; GARY MIDDLETON and JANE DOE MIDDLETON, husband and wife; FIRST NATIONAL BANK OF OMAHA, a corporation; HAROLD KOSOWSKY, as trustee; BANKERS TRUST COMPANY, a corporation; FARMERS LOAN & TRUST COMPANY, as trustee; PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, a municipal corporation; SOUTH COLUMBIA BASIN IRRIGATION DISTRICT, a municipal corporation; FRANKLIN COUNTY, Washington, a municipal corporation; and UNKNOWN OWNERS, Defendants.	NO. C-82-085-RJM LIS PENDENS AS TO TRACTS 5-03231-A, 5-03231-B, and 5-03231-C RECORDED IN VOL. 157 OF OFFICIAL RECORDS PAGE 831 REQUEST OF U.S. Attorney MAR 12 9 53 AM '82 NEVA J. [illegible] AUDITOR FRANKLIN COUNTY, WA. [illegible] DEPUTY MAIL TO: U.S. Attorney P.O.Box 1494 Spokane, Wa.99210

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in the above-entitled Court by the United States of America as plaintiff against the above-named defendants that the objects and purposes of said action are as follows:

1. Pursuant to the authorities and for the public uses set forth on Schedule A, attached hereto, to acquire interests in certain lands in Franklin County, Washington, as said

LIS PENDENS - 1

416896

168 REC'D 157 PAGE 831

416896

interests (estates) and said lands are described and set forth on Schedule B, attached hereto.

2. To determine a just and proper award and compensation for said property, to determine the parties entitled to receive such compensation, and to decree said property to be the property of the United States; and for such other relief as to the Court may seem proper in the premises.

DATED this 5th day of February, 1982.

JOHN E. LAMP
United States Attorney

ROBERT M. SWEENEY
Assistant United States Attorney

Post Office Box 1494
Spokane, WA 99210-1494

Telephone: (509) 456-3811

416896 FILED FEB 8 1982

SCHEDULE A

AUTHORITY FOR THE TAKING:

The acquisition is authorized by the Act of Congress approved February 26, 1931, (46 Stat. 1421; 40 U.S.C. 258a) and acts supplementary thereto and amendatory thereof, and under the further authority of the Act and the Act of Congress of August 27, 1958, (72 Stat. 892; 23 U.S.C. 107) authorizing the acquisition of land or interests in lands (including within the term "interests in lands" the control of access thereto from adjoining land) required for right-of-way or other purposes in connection with the prosecution of a project for the construction, reconstruction or improvement of a section of the National System of Interstate and Defense Highways, funds for such purposes being available from current appropriations for carrying out the provisions of said Act of August 27, 1958, and the Department of Transportation Act, approved October 15, 1966, (80 Stat. 931, 970) which transferred to and vested in the Secretary of Transportation all functions, powers and duties of the Secretary of Commerce under Title 23, United States Code, as amended.

PUBLIC USES:

The subject lands are necessary to provide adequately for the construction, reconstruction, and improvements of Interestate Highway Project I-182, a portion of the National System of Interstate and Defense Highways, being constructed in accordance with standards, including control of access, adopted by the Secretary of Transportation in cooperation with the State highway departments, which standards have been adopted, affirmed and continued in effect by the Federal Highway Administrator pursuant to the authority delegated to him by the Secretary of Transportation and in accordance with Section 12(a) of the Department of Transportation Act approved October 15, 1966 (80 Stat. 931, 949).

VOL 157 PAGE 933

ESTATE TAKEN:

The estates taken for said public use in the land hereinafter described, subject to existing easements for public roads and highways, public utilities and pipelines, are as follows:

(1) As to Parcel A, the fee simple title together with all existing, future or potential common law or statutory abutters' rights or easements of access to, from and between said land and the abutting land of all parties having interests in said land.

(2) As to Parcel B, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.

(3) As to Parcel C, a temporary construction easement for a period of not to exceed two years from the date of this taking or upon an earlier Notice of Termination issued by the Project Engineer.

Parcel No. 5-03231

FAP# 1-182-3 (6) 110

PARCEL "A"

(PORTION TO BE TAKEN IN FEE FOR HIGHWAY RIGHT OF WAY)

Begin at the West 1/4 Corner (Found U.S.B.R. Brass Cap) of Section 15, Township 9 North, Range 29 East, N.M.; thence North 0°33'15" East 556.63 feet to the True Point of Beginning (T.P.O.B.) of this Parcel "A" description; thence continue North 0°33'15" East 531.70 feet; thence South 26°30'16" East 128.19 feet; thence proceed along the arc of a curve to the left having a radius of 885.0 feet for a distance of 610.65 feet; thence South 54°33'11" East 319.40 feet; thence South 66°57'15" East 2200.0 feet to a point, said point being the T.P.O.B. of the following described Parcel "B"; thence continue South 66°57'15" East 100 feet; thence South 69°49'00" East 1001.25 feet; thence South 66°57'15" East 201.15 feet; thence South 0°32'44" West 266.41 feet; thence North 88°46'00" East 598.59 feet; thence South 66°57'15" East 789.26 feet; thence South 0°30'45" West 408.58 feet; thence North 66°57'15" West 2791.52 feet to a point, said point being the T.P.O.B. of the following described Parcel "C"; thence continue North 66°57'15" West 100 feet; thence continue North 66°57'15" West 500 feet; thence North 62°22'49" West 250.80 feet; thence North 66°57'15" West 750.00 feet; thence North 72°39'53" West 602.99 feet; thence North 71°51'53" West 81.66 feet; thence North 71°09'56" West 245.08 feet; thence proceed along the arc of a curve to the left having a radius of 1900 feet for a distance of 389.53 feet to a point that bears South 0°31'15" West 381.70 feet from the T.P.O.B. of said Parcel "A"; thence North 0°33'15" East 381.70 feet to said T.P.O.B. and containing 46.131 acres, more or less.

PARCEL "B"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "B"; thence North 23°02'45" East 40 feet; thence South 66°57'15" East 100 feet; thence South 23°02'45" West 40 feet; thence North 66°57'15" West 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

PARCEL "C"

(PORTION TO BE TAKEN FOR TEMPORARY CONSTRUCTION EASEMENT FOR IRRIGATION)

Begin at the T.P.O.B. of said Parcel "C"; thence South 23°02'45" West 40 feet; thence North 66°57'15" West 100 feet; thence North 23°02'45" East 40 feet; thence South 66°57'15" East 100 feet to said T.P.O.B. and containing 0.092 acre, more or less.

157 PAGE 994

416896

Old (23-9-29 SENE; 24-9-29 SWNW
16-9-29 NENE; SENE; 7-9-29;
12-9-29; 13-9-29; 18-9-29; 17-9-29
8-9-29

474776

QUITCLAIM DEED

THE GRANTOR, the COUNTY OF FRANKLIN, a political subdivision of the State of Washington, for and in consideration of One Dollar ($1.00) and other good and valuable consideraion, and by reason of an annexation and by reason of the Grantee's assumption of jurisdiction, including maintenance, over roads in the annexed territory, hereby conveys and quit claims to the CITY OF PASCO, an incorporated city and municipal corporation of the State of Washington, all of the County's right, title and interest in and to the following-described real property, situated in the County of Franklin, State of Washington:

That part of the SE 1/4 of the NE 1/4 of Section 23, and the SW 1/4 of the NW 1/4 of Section 24, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "A" attached hereto (1 page) and made a part hereof, encompassing the culdesac at the north end of Road 36 south of SR 182.

That part of the NE 1/4 of the NE 1/4 of Section 16 and the SE 1/4 of the NE 1/4 of Section 16, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "B" attached hereto (1 page) and made a part hereof, encompassing those parts of Road 68 immediately north and south of the Road 68 interchange at SR 182 and extending to the corporate boundaries of the City of Pasco.

That part of Sections 7, 12, 13 and 18, T. 9 N., R. 29 E., W.M., shown hachured on Exhibit "C" attached hereto (3 page) and made a part hereof, encompassing Harris Road from its intersection with Road 100 to its intersection with the old Columbia River Road (Court Street).

That part of Sections 18, 17, 7 and 8, T. 9 N., R. 29 E., W.M., as shown hachured on Exhibit "D" attached hereto (consisting of 3 pages) and made a part hereof, encompassing Road 100 immediately north and south of the Road 100 interchange at SR 182 extending to the corporate boundaries of the City of Pasco.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between said SR 182 and the lands herein conveyed; nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance, or operation of said highway.

This deed is further made in correction of and substitution for that certain Quitclaim Deed dated November 18, 1989, filed in the records of the Franklin County Auditor in Vol. 0258, page 149-150; which deed has not been accepted by the City of Pasco, Grantee therein.

DATED this 17th day of September, 1990.

FRANKLIN COUNTY BOARD OF COMMISSIONERS:

KEN MILLER, Chairman of the Board

VOL 0272 PAGE 536

474776

474776

HAROLD MATTHEWS, Commissioner

NEVA J. CORKRUM, Commissioner

ATTEST:

By _____
DIANE McLAUGHLIN, Clerk of Board

APPROVED AS TO FORM:

By _____
George Fearing,
Special Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
County of Franklin)

On this day personally appeared before me, Ken Miller, to me known to be the Harold Matthews and Neva J. Corkrum, Chairman and members of the Board of County Commissioners, respectively, of Franklin County, the political subdivision described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17th day of September, 1990.

_____
Notary Public for Washington
Residing at Benton County, WA.
Commission Expires: 6-28-94

474776

Tracy Schuette Treasurer
'90 OCT -5 P 2:13

FROM: G. Miller
George Fearing
117 S. Third St
Pasco WA 99301

474776

REC 0272 PAGE 537

474776

EXHIBIT A

T.9 N., R.29 E.W.M.

CITY OF PASCO CORP LIMITS

CURVE DATA

LEGEND

SW LINE

474776

Vol. 0272 PAGE 538

Vol. 0258 PAGE 104

474776

Exhibit "B"

T. 9 N., R. 29 E.W.M.

T. 9N., R. 29 E.W.M.

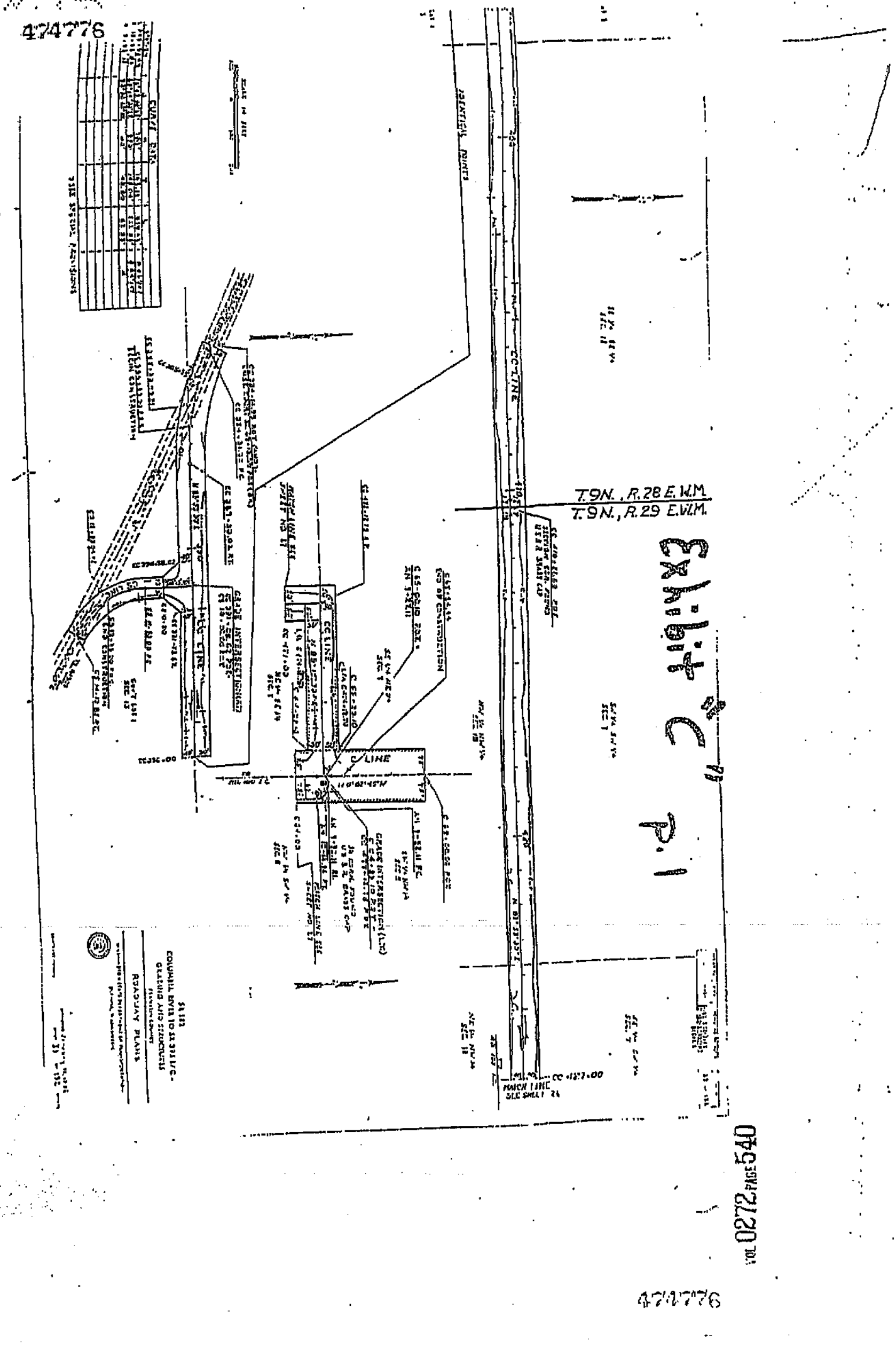
T.9N., R 29 E.W.M.

CURVE DATA

474776

VOL. 0272 PAGE 599

474776



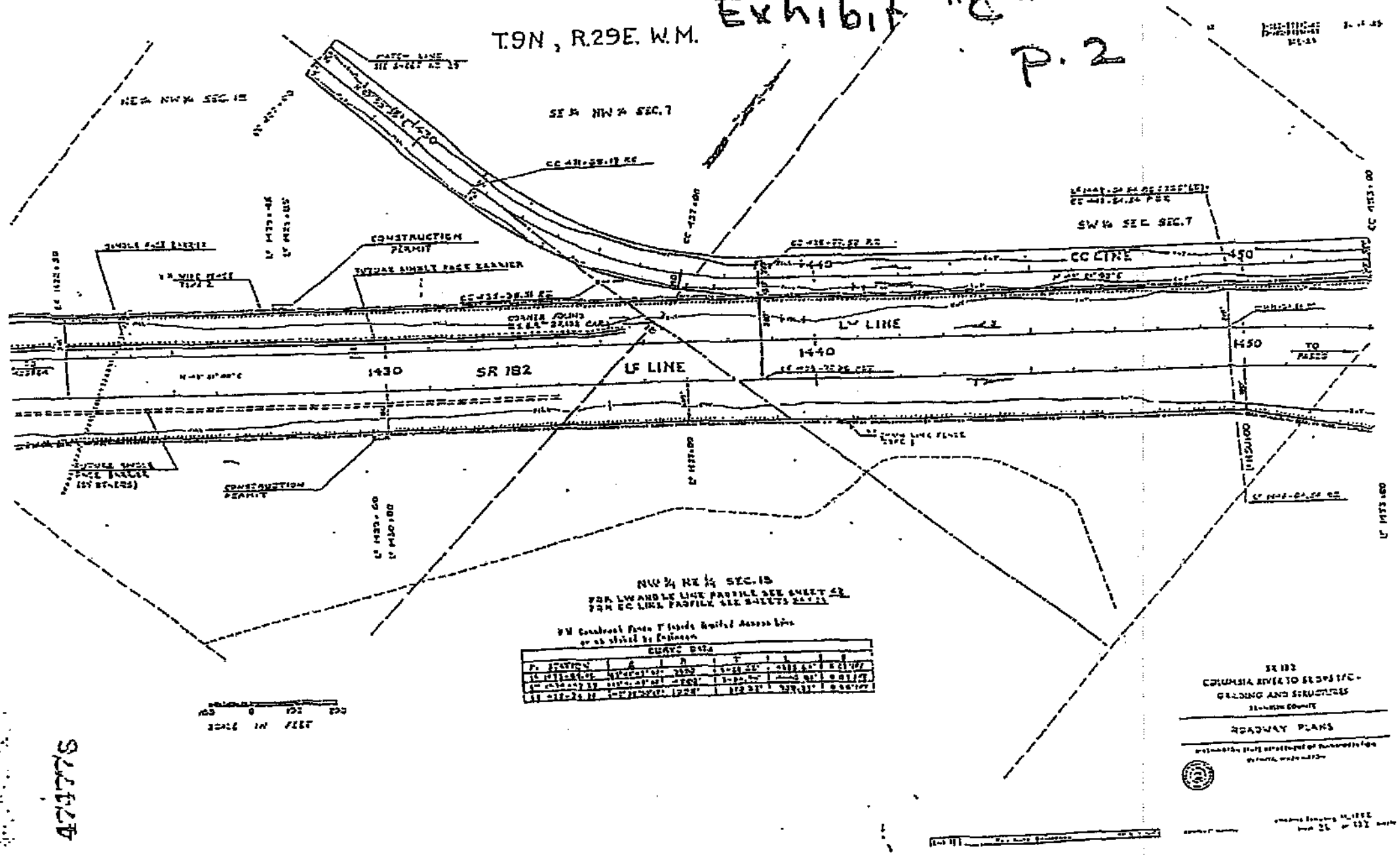
474776

May 10, 2006

EXHIBIT 5

Exhibit "C"
P. 2

T.9N , R.29E. W.M.



4711775

4711775

VOL 0272 PAGE 541

474776

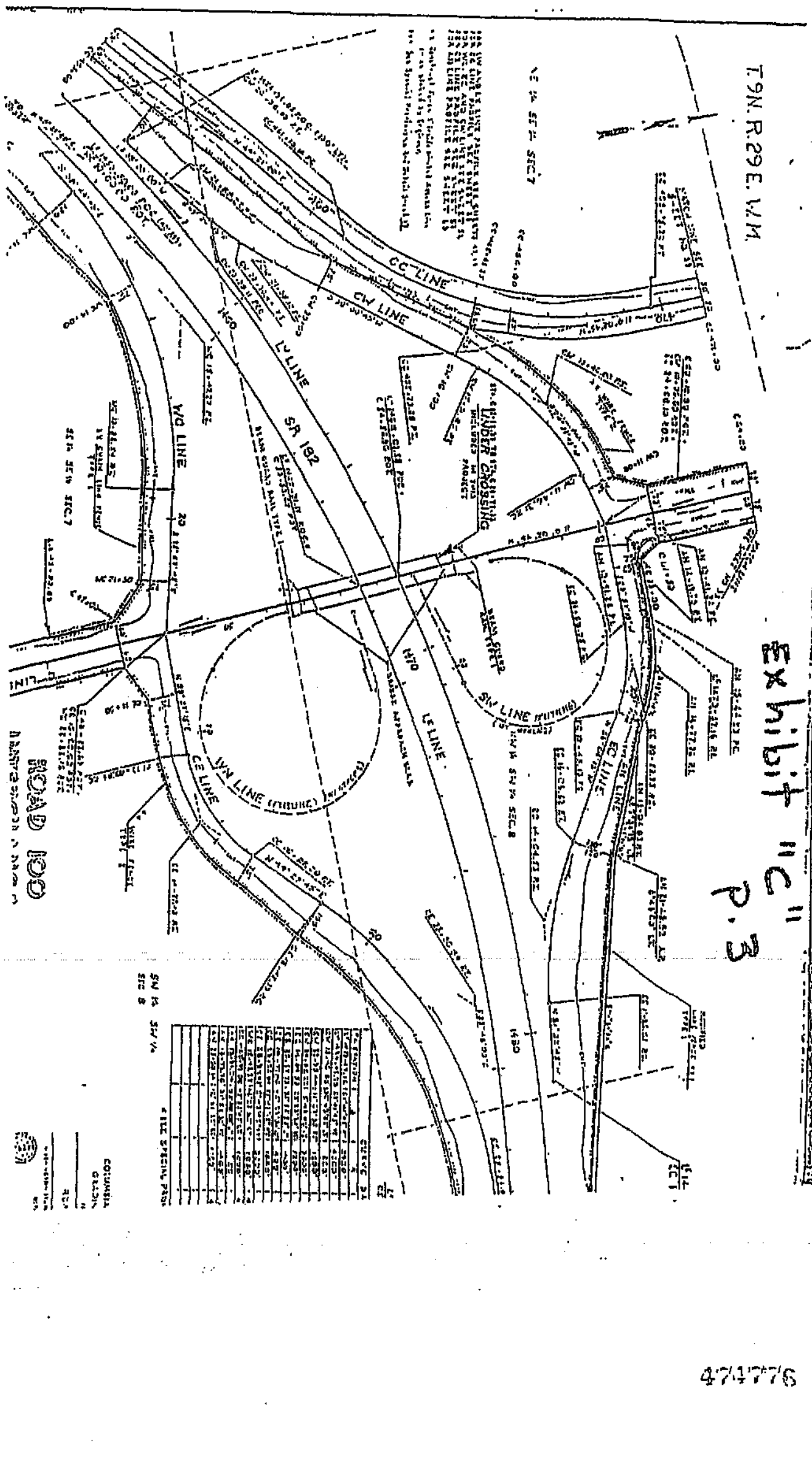
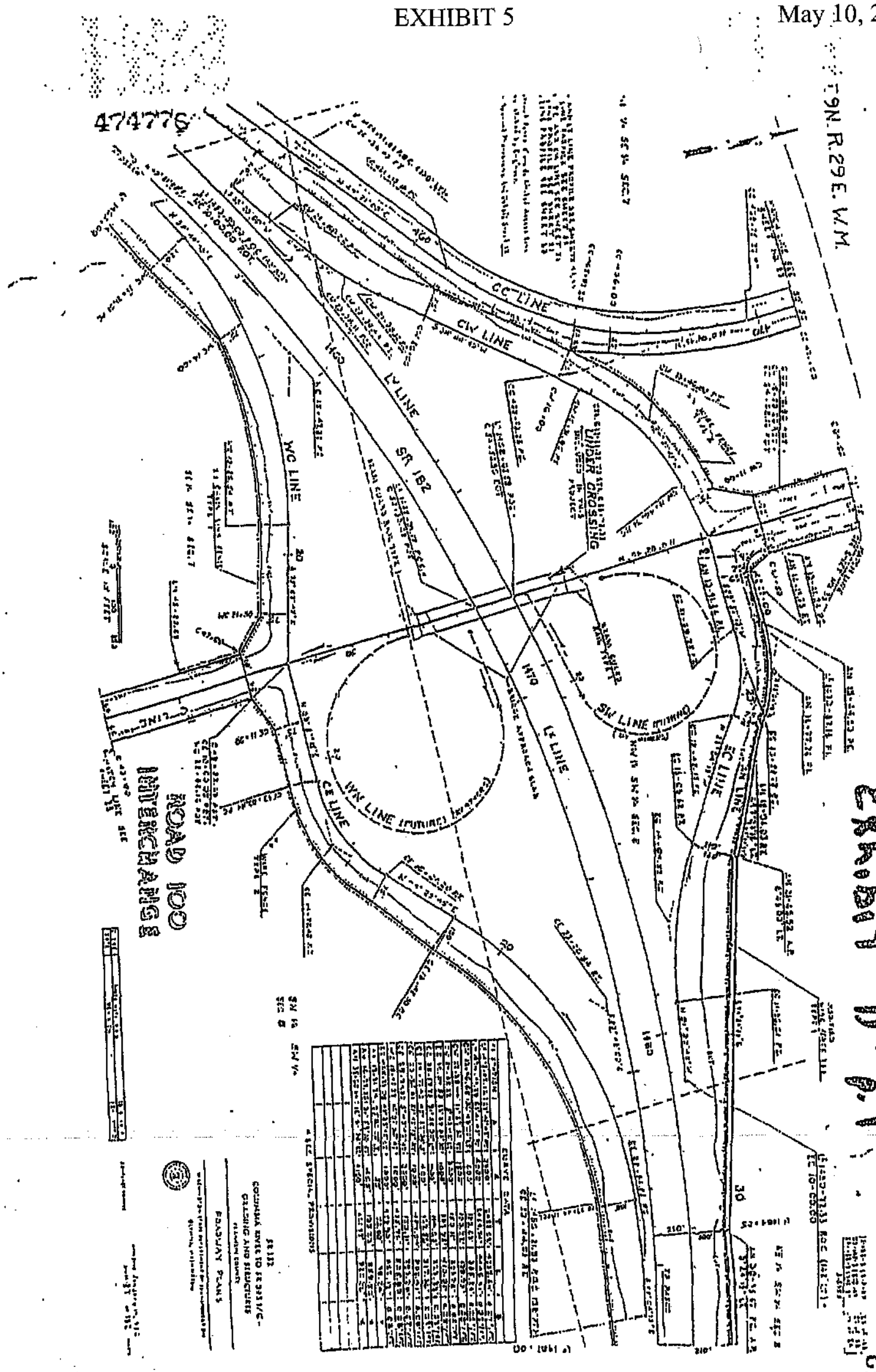


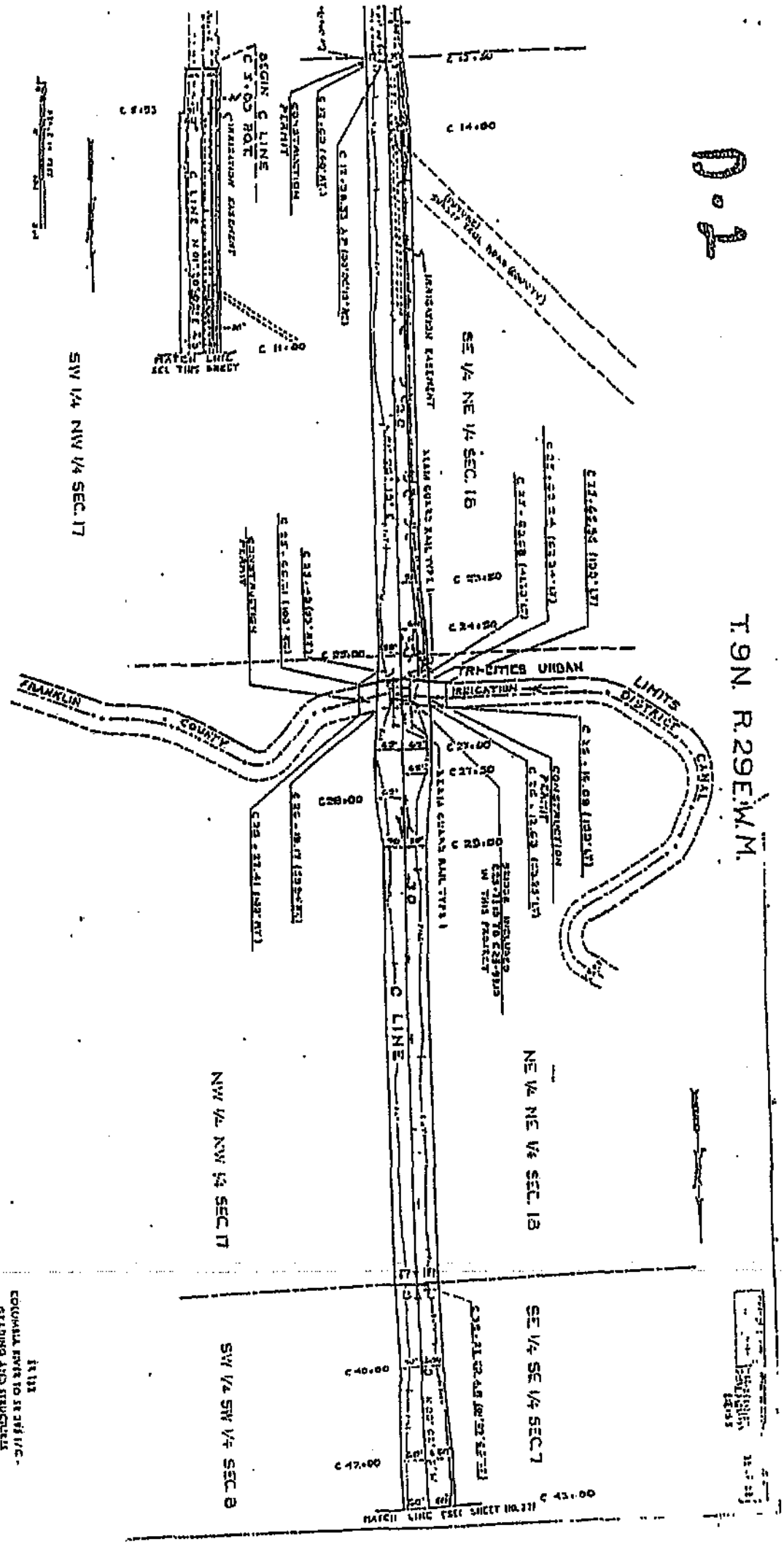
Exhibit "C" p.3

474776

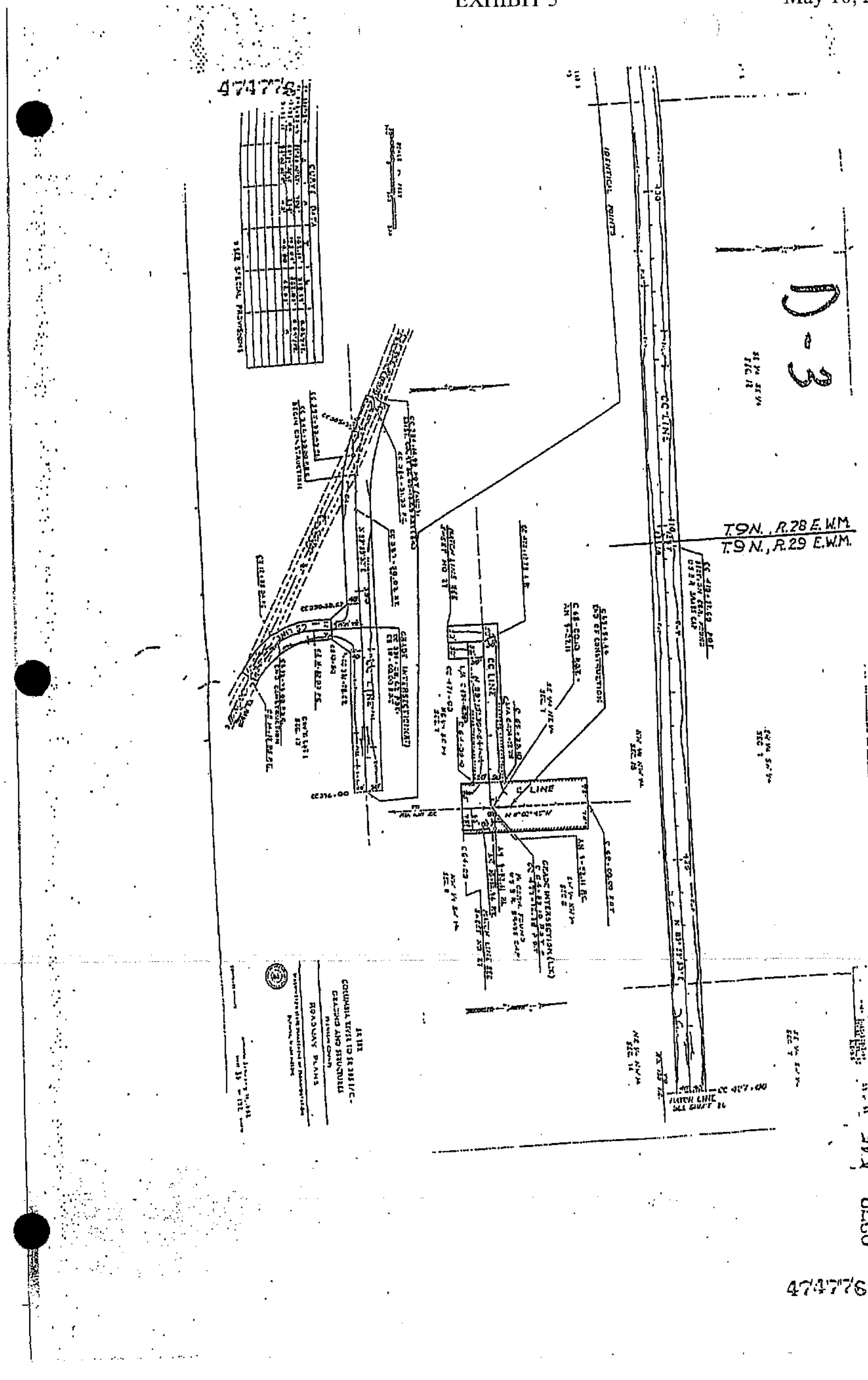

474776
T9N. R29E. W.M.
CC LINE
CW LINE
L LINE
WC LINE
SR 182
UMATILLA CROSSING
SW LINE (PUBLIC) (PRIVATE)
CE LINE
ROAD 100
INDUSTRIAL AREA
474776
VOL 0272 PAGE 543

474776

D-1



474776


474776
D-3
T9N., R28E.W.M.
T9N., R29E.W.M.
C LINE
474776

Court property
for sale, Rest Dist

RECORDED

AFTER RECORDING RETURN TO:
Department of Natural Resources
Land Records Section
P.O. Box 47021
Olympia, WA 98504-7021

'93 OCT -4 P1:41
502470

FRANKLIN County

COPY

QUITCLAIM DEED

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources for and in consideration of the sum of $200,000.00, hereby grants, conveys and quitclaims to FRANKLIN COUNTY, GRANTEE, the following described real property situated in Franklin County, Washington, to wit:

That portion of the NE¼ of the NE¼ of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington lying easterly of the centerline of Road 68, containing 30.15 acres, more or less, according to State Department of Transportation right of way plans titled ROAD 68 INTERCHANGE VICINITY TO SR 395 INTERCHANGE VICINITY, sheets 4 and 13 of 15, and dated approved October 7, 1977, last revision December 14, 1981, on file with said State Department of Transportation, Olympia, Washington.

The above parcel of section subdivision is according to U.S. Government subdivision procedures.

The above-described lands are subject to the following reservation:

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state, its successors or assigns, until provision has been made by the state, its successors or assigns, to pay to the owner of the land upon which the rights herein reserved to the state, its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state, its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situated, as may be necessary to determine the damages which said owner of said land may suffer.

The Grantor identifies the following encumbrances for convenience and informational purposes only and makes no warranties, expressed or implied, associated with this quitclaim deed:

1. Easement for a right of way for buried telephone cable granted to Pacific Northwest Bell Telephone Company on January 3, 1983, under Application No. 44823 for an indefinite term.

No Real Estate Excise Tax Due
This instrument Exempt Under R.C.W.28.45
Treasurer, Franklin Co.
OCT - 4 1993

502470

502470

2. Easement for a right of way for a county road granted to Franklin County on February 10, 1975. under Application No. CR 3089 for an indefinite term.

3. Easement for a right of way for a county road granted to Franklin County on December 31. 1935. under Application No. CR 1537 for an indefinite term.

4. Easement for a right of way for a road granted to City of Pasco on December 7. 1990. under Application No. 48469 for an indefinite term.

5. Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982. under Application No. SR-1194 for an indefinite term.

6. Pending application for a right of way for a state road filed by the Department of Transportation on April 17. 1987. under Application No. SR-1260.

This Deed is executed and delivered pursuant to RCW 79.01.220 in fulfillment of that certain Real Estate contract between the parties. dated February 28. 1993 and conditioned on the conveyance of the above-described property heretofore by the Commissioner of Public Lands with the approval of the Board of Natural Resources. State of Washington.

WITNESS the Seal of the State of Washington. affixed this 23RD day of SEPTEMBER, 19 93

Mike Lowry
GOVERNOR

Attest: Donald F. Whiting, ASSISTANT
SECRETARY OF STATE

Approved as to form this 30 day of July, 19 93.
James Edwards
Assistant Attorney General

Deed No. 26448.

State Record of Deeds. Volume 13, Page 160.

App. No. 52852

c:\lbsale\qcd\52852.qcd

May 10, 2006

EXHIBIT 5

15-55

15-7-29 NW

PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY

518429

Post Office Box 2407 Pasco, Washington 99302-2407

16-9-29 NE

RIGHT OF WAY EASEMENT

THE GRANTORS BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of Franklin County, Washington, a municipal corporation, and to its successors or assigns, the right to enter upon the lands of Grantor(s) situated in the County of Franklin, State of Washington, and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

RECORDED AT THE REQUEST OF
CHICAGO TITLE INSURANCE
Feb 23 3 15 PM '95
518429
ZONA G. LENHART
FRANKLIN CNTY AUDITOR
DEPUTY
MAIL TO:
CHICAGO TITLE INSURANCE

and to construct, operate and maintain over and under the above described lands and the streets, roads, or highways abutting the said lands electrical facilities and other utility facilities, with all convenient or necessary appurtenances (including, but not limited to, above and below ground equipment and enclosures, transformers, underground conduits and wire, and other supports), and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The Grantor shall not construct facilities on or use the above described lands in a manner which inhibits the Grantee's use of the above described lands. The Grantor(s) agree(s) that all facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee, and that the Grantee shall have the right of ingress and egress over the described lands of the Grantor(s) solely for the purpose of constructing, operating, and maintaining the power line on the above described lands.

All rights hereunder shall cease when the grantee, its successors or assigns, abandons or removes said line or system.

Grantee shall not be liable for any damages caused to Grantor's property by actions reasonably taken by Grantee in the exercise of the rights herein granted.

Dated this 26th day of January, 19 95

Neva Corkrum, Chair
Signature

Signature

CHICAGO TITLE INSURANCE CO.

STATE OF WASHINGTON)
) ss.
County of Franklin)

ACKNOWLEDGMENT OF INDIVIDUAL

On this 26th day of January, 19 95, I certify that I know or have satisfactory evidence that Neva Corkrum personally appeared before me, and said individual acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Chair of the Board of Commissioners of Franklin County, that executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned in the instrument.

IN TESTIMONY WHEREOF: I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

Sally McKenzie Notary Public
in and for the State of Washington residing at Pasco-Kennewick
My appointment expires 5-9-98

SALLY MCKENZIE NOTARY PUBLIC STATE OF WASHINGTON

518429

VOL0364 PG0264

518429

LEGAL DESCRIPTION - 15.00' P.U.D. Easement, along North side Rodeo Drive, from Convention Place to Road 68

A portion of the Northeast one-quarter of Section 16 and the Northwest one-quarter of Section 15, both in Township 9 North, Range 29 East, Willamette Meridian, situated in Franklin County, Washington, being further described as follows:

A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:

Beginning at the northeast corner of said section 16, also being the northwest corner of said section 15; thence S 88°21'34" E, 40.00 feet; thence S 1°38'26" W, 432.50 feet to the TRUE POINT OF BEGINNING for this centerline description; thence N 88°21'34" W, 421.90 feet to a point hereinafter referred to as POINT A; thence continuing N 88°21'34" W, 289.40 feet to the beginning of a 1047.50 foot radius curve to the left; thence 266.03 feet along the arc of said curve, through a central angle of 14°39'39"; thence S 76°58'47" W, 23.81 feet to a point on the northeasterly right-of-way line of Road 68 and the terminus of this centerline description. The sidelines of said 15.00 foot strip of land being coterminus at the east end with the easterly right-of-way line of Convention Place, and at the west and with said northeasterly right-of-way line of Road 68.

TOGETHER WITH: A strip of land 15.00 feet in width lying 7.50 feet each side of the following described centerline:

BEGINNING at the aforementioned POINT A; thence S 1°38'26" W, 87.50 feet to the terminus of this centerline description. The sidelines of said 15.00 foot strip of land being coterminus at the north end with the southerly sideline of the above described strip of land, and at the south end with the southerly right-of-way line of Rodeo Drive.

518429

518429

552995

VOL 0452 PG 0333
RECORDED AT THE REQUEST OF
BENTON-FRANKLIN TITLE CO.

Mar 29 3 38 PM '98
552995
CHARLIE HART
FRANKLIN COUNTY AUDITOR
DEPUTY
MAIL TO:
BENTON-FRANKLIN TITLE CO.

Return Address William Davis
Name Leavy, Schultz, Davis & Fearing
Address 2415 W. Falls Ave.
City, State, Zip Kennewick, WA 99336

BENTON-FRANKLIN TITLE CO.

22.00

Document Title(s) (or transactions contained therein):
F-13498-A/ EN-13945
1. Declaration of Protective Covenants and Restrictions
2.
3.
4.

Reference Number(s) of Documents assigned or released:
(on page _____ of documents(s))

Grantor(s) (Last name first, then first name and initials)

1. County of Franklin
2.
3.
4.
5. Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Public
2.
3.
4.
5. Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
Lots 1, 3, 4, 5, 6 and 7 Binding Site Plan 98-5
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number 117-490-047, 117-490-056, 117-390-027, 117-380-022
Additional legal is on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

Form 7265-2

552995

VOL 452 PG 0334

552995

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

552995

VOL0452 PG0335

552995

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions ("covenants") is made this 18th day of March, 1998, by the COUNTY OF FRANKLIN ("declarant"), a Washington municipal corporation, 1016 N. Fourth Avenue, Pasco, Washington 99301, regarding certain land known as TRAC BUSINESS PARK, in the City of Pasco, Washington.

ARTICLE I
RECITALS

1.1 Declarant is the present record title holder of certain real property situated in the City of Pasco, County of Franklin, State of Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein, which real property is referred to herein as the "property".

1.2 Declarant is desirous of subjecting the property to the conditions, covenants, restrictions and reservations set forth in these covenants to insure proper use and appropriate development and improvement of said property in order to:

A. Promote, encourage and maintain an integrated "community" concept;

B. Protect the owners, tenants and occupants of building sites against improper development and use of surrounding building sites which will depreciate the value and use of their building sites;

C. Assure adequate and reasonably consistent development of the property;

D. Prevent the erection on the property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;

E. Encourage and cause the erection of attractively designed permanent improvements which are appropriately located within the property to achieve a harmonious appearance and function; and

F. Generally promote the welfare and safety of the owners, tenants and occupants of each building site and of the general community.

ARTICLE II
DEFINITIONS

2.1 Definition of Terms.

A. "Building site" shall mean any contiguous parcel or plot of land within the property covered by these covenants whose size and dimensions are established through a

552995

VOL0452 PG0336
552995

subdivision, short plat, binding site plan or other instrument approved by the city of Pasco or other governing jurisdictions and by declarant in writing, an which description of said parcel or plot of land is reduced to writing, executed, acknowledged and recorded with the Franklin County Auditor and which document designates the parcel(s) or plot(s) of land as a building site for purposes of these covenants.

B. "Declarant" shall mean Franklin County, its successor and assigns.

C. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, structures of any type or kind, or any other change in the property from its natural state.

D. "Mortgage" shall mean and include deeds of trust mortgages, and seller's interest in a real estate contract.

E. "Owner" shall mean the party or parties other than declarant owning fee title to any building site; provided, an owner upon written notice to declarant may assign all or part of its rights, but not duties, hereunder to owner's tenant.

F. "Common area" shall mean any common entry way, signs at the roadway entrances to the property, and any landscaping islands in the roadways and any other areas or improvements designated by declarant or the architectural and landscaping review committee.

ARTICLE III
PERMITTED USES AND PERFORMANCE STANDARDS

3.1 No Offensive Uses. No noxious, hazardous or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which is or may become an annoyance or nuisance to the owner, tenant or occupant of any other building site within the property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No hazardous wastes or substances (as defined by federal and/or Washington state laws or regulations) shall be transported to any building site for the purpose of disposing or storage.

3.2 Performance Standards. Building sites shall be utilized only for uses permitted under applicable zoning classifications, uses and restrictions reflected in the Pasco Municipal Code, including any amendments thereto. The architectural and landscaping review committee, in its sole discretion, shall have the right to impose more restrictive use and performance standards in order to insure proper use and appropriate development and improvement of the property. Performance standards as may be added by the architectural and landscape review committee include, but are not limited to, construction scheduling and time of completion of improvements and modifications upon any building site.

ARTICLE V
REGULATION OF IMPROVEMENTS

4.1 Improvements Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications thereof has been approved by the architectural and landscaping review committee as more fully set forth in Article VI of these covenants.

VOL0452 PG0337
552995

4.2 Setbacks. At a minimum, all setbacks shall be prescribed by the zoning regulations contained in the Pasco Municipal Code.

4.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described below. Each owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each owner and tenant for customers and visitors. The location, number and size of parking spaces shall be in accordance with the zoning classifications as set forth in the Pasco Municipal Code and further subject to approval by the architectural and landscaping review committee pursuant to Article VI hereof. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage and shall be subject to the approval of the architectural and landscaping review committee. No owner, tenant or employee of owner or tenant shall place an unattended vehicle on the building site for a continuing period in excess of 36 hours.

4.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard or front portion of a building site. Proper visual screening must be provided between truck loading and receiving areas and any street as provided by the applicable zoning classifications and subject to approval by the architectural and landscaping review committee.

4.5 Outside Storage: Except as previously authorized by the Architectural Committee, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building. Facilities for waste and rubbish storage shall be properly screened and shall not be installed, constructed or utilized without the prior written approval of the architectural and landscaping review committee.

4.6 Landscaping.

A. Approved Plan. All building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the architectural and landscaping review committee prior to any development of each building site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types and sizes of trees, hedges and shrubs and information regarding other customary landscape treatment for screening. All landscaping plans also shall include an automatic underground sprinkling system for grasses or other plants requiring irrigation. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the architectural and landscaping review committee. All plans must at a minimum include landscaping around the entire perimeter of the building site and meet the landscaping requirements contained in the zoning regulations of the Pasco Municipal Code.

B. Landscaping Installation. All landscaping required hereunder, or otherwise to be provided on any building site, shall be completed within ninety (90) days after substantial completion of the construction of a building or other improvement to be constructed on the building site. If weather conditions do not allow timely completion, then such building site owner shall notify the architectural and landscaping review committee in writing that such landscaping cannot be completed within the ninety (90) day period, and the architectural and landscaping review

VOL0452 PG0338
552995

committee may issue an extension, in writing, upon good cause shown. The required landscaping shall be completed as soon thereafter as weather conditions permit, and the owner shall notify the architectural and landscaping review committee immediately upon such completion. If any owner fails to undertake and complete its landscaping within the ninety (90) days period set forth above or any extension thereof, then either the architectural and landscaping review committee or declarant, at its option, after giving the owner ten (10) days prior written notice, may undertake and complete the such landscaping because of the failure of an owner to complete the same, and the costs of such landscaping shall be assessed against the owner. If such landscaping assessment shall not be paid within thirty (30) days after written notice of such assessment from the architectural and landscaping review committee or declarant to said owner, then said assessment will constitute a lien on the building site and may be enforced as set forth in Article VIII, Paragraph 8.3 hereof.

C. Landscape Maintenance. Each owner, tenant or occupant of a building site shall be responsible for the landscape maintenance of its building site in a uniform, high quality, first-class manner, and it may contact to have such work performed by an independent landscape maintenance contractor. However, in the event that the landscape maintenance performed by such owner, tenant or occupant, or its contractor, is not in compliance with the landscaping maintenance standards established by the architectural and landscaping review committee and such landscape maintenance is not brought in compliance with such standards within thirty (30) days (or such longer period of time as designated by declarant or the architectural and landscaping review committee, in their sole discretion) of the receipt of written notice from declarant or said committee setting forth the particulars of such noncompliance, then declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agent), in its sole discretion, may enter upon the building site and undertake such landscape maintenance. All costs of such landscape maintenance undertaken by declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agents), shall be assessed against the building site upon such landscape maintenance is performed, and failure to pay such assessment shall constitute a lien against the building site enforceable pursuant to Article VIII, Paragraph 8.3 hereof.

4.7 Maintenance. Each owner of a building site shall keep its building improvements and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each owner, tenant or occupant at its own expense shall remove any rubbish or trash of any character which may accumulate on its building site. Rubbish, trash, garbage or other waste shall be kept in sanitary covered containers of either metal or rigid plastic. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the property by burning in open fires. Any building exterior which is painted must at a minimum be repainted every five (5) years.

4.8 Signs.

A. Each improved building site shall be allowed signs in accordance with the zoning regulations for the property as set forth in the Pasco Municipal Code and as approved and designed by the architectural and landscaping review committee.

B. Flashing, temporary, moveable or moving signs shall not be permitted, except as may be permitted and approved in writing, in advance of use or installation, by the architectural and landscape review committee.

'01452 PG0339
552995

C. All proposed plans for signs to be erected, including details of design materials, location, size, height, color and lighting, shall require the prior written approval of the architectural and landscaping review committee before erection. All signs must be consistent with and complimentary to other signs located on the property.

D. The provisions with respect to signs contained in paragraph 4.8, shall not apply to signs identifying the land as a business park.

4.9 Utility Connections. All utility lines and connections shall be underground. Transformer and utility meters of any type shall be adequately screened from view and all installations of transformer and/or meters shall require the written approval of the architectural and landscaping review committee before installation. The architectural and landscaping review committee shall have the right to require any owner to grant easements for utilities within the setback area of his building site for the benefit of other owners.

4.10 On-Site Drainage. Each building site owner shall be required to provide adequate drainage facilities, including on-site detention and metered releases of storm water runoff resulting from precipitation. The amount of detention shall be at least equivalent to the estimated change in store water runoff resulting from the placement of buildings and parking areas on building site. The estimated change in storm water runoff between historical (undeveloped) conditions and developed conditions shall be measured as the increased flow resulting from changes in the coefficient of storm water runoff and the time of concentration. An engineer's response comparing the before and after conditions and recommending methods of detention and adequate methods of drainage shall be submitted by the owner to the architectural and landscaping review committee for plans and specifications for any building as herein provided. The architectural and landscaping review committee may approve detention through ponding storage of storm water on roof tops, in parking areas, in the landscaping areas, in graded drainage swales and/or by other approved methods.

4.11 Water and Sewage. Each building site owner shall be required to connect to all water and sewer lines and satisfy all health and governmental water and sewage treatment requirements.

4.12 Antennas and Satellite Dishes. No antennae shall extend more than ten (10) feet over the roof of any building. Any satellite dishes erected shall be screened so as to not be visible from any roadway.

ARTICLE V
BUILDING STANDARDS

5.1 Construction. Construction or alterations of all buildings within the property shall meet the standards as set forth in these covenants. In addition, the following standards shall apply:

A. Fire Resistant. All buildings shall be of fire resistant construction. Construction shall include an automatic sprinkler system which meets the standards of the insurance services office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any other building built

VOL0452 PG0340
552995

upon the property.

B. Equipment. No heating, air conditioning, electrical or other equipment or apparatus shall be installed on the roof of any building or structure or hung on the exterior walls unless the same is screened, covered and installed in a manner which shall be first approved in writing by the architectural and landscaping review committee.

C. Exterior. All buildings shall be constructed with an exterior finish consisting of metal, brick, aggregate or masonry veneer, stucco, glass or such other materials as are first approved in writing by the architectural and landscaping review committee. Notwithstanding any provisions contained herein to the contrary, the architectural and landscaping review committee reserves the right, in its sole discretion, to approve or disapprove all exterior finish materials. No prefabricated corrugated metal construction shall be approved or permitted.

D. Screening. All screening called for herein shall be constructed of materials similar and of like nature to the buildings located on the building site and be of similar architectural design and appearance.

5.2 Zoning Restrictions. In the event of any overlap or conflict between any requirements of these covenants and the requirements of the zoning or building codes of the City of Pasco, Washington, the more stringent or restrictive requirement shall govern.

5.3 Adjacent Zoning. It is recognized that these covenants apply to the real property described in Exhibit "A" and may be extended to apply to adjacent tracts of land controlled by the declarant. Declarant specifically reserves the right that these covenants shall not limit, nor prohibit declarant from authorizing any legal use of adjacent properties, including use for recreational vehicle parks, camping facilities, and attendant structures, services and business providing services to recreational vehicle parks and camping facilities.

ARTICLE VI
APPROVAL OF PLANS

6.1 Architectural and Landscaping Review Committee. There is hereby established an architectural and landscaping review committee whose members shall be appointed by the declarant. This committee shall consist of three (3) members. The members shall consist of: one member appointed by the Franklin County Board of Commissioners; one member appointed by the City Council of Pasco; and one member appointed by the landowners.

Members of the architectural and landscaping review committee shall serve a term of two (2) years and each member may serve consecutive and/or succeeding terms if so appointed. The affirmative vote of two (2) members shall constitute the action of the architectural and landscaping review committee. Replacement members shall be appointed in the same manner as set forth in the preceding paragraph. Each owner shall have one vote for each acre or portion of acre owned, and the vote of a majority of the owners for the appointment of the member appointed by the landowners shall be required to appoint said member or said member's replacement. Any owner may nominate a person for the position subject to said election. Election shall occur within thirty (30) days of a vacancy and shall be done by first class mail. The remaining committee members shall conduct the election and tabulate the results.

VOL0452 PG0341
552995

6.2 Required Approvals. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications with respect thereto have been submitted to and approved in writing by the architectural and landscaping review committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number of employees, and such other information as may be requested by said committee. All plans and specifications shall be submitted in manner and form satisfactory to the architectural and landscaping review committee and in writing over the signature of the owner of the building site or the owner's authorized agent. The architectural and landscaping review committee shall have the right to charge an owner a reasonable fee, which shall be initially set at two hundred fifty dollars ($250.00) for the review of original plans and specifications submitted to the architectural and landscaping review committee and a reasonable fee, which shall be initially set at one hundred dollars ($100.00) for additional plans and specifications (or the resubmission of disapproved plans and specifications) submitted by an owner with respect to such owner's building site. Any change (whether at the owner's initiative or to comply with code or permit requirements) shall require approval of the architectural and landscaping review committee.

6.3 Approval Criteria. Approval shall be based, among other things, on the following: adequacy of building site dimensions; conformity and harmony of external design and materials with neighboring structures; effect of location and use of improvements of neighboring building sites, operations and uses; relation to topography, grade and finished ground elevation of the building site being improved to that of neighboring building sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and intent of these covenants and the applicable zoning regulations as may be amended from time to time. The architectural and landscaping review committee shall not arbitrarily or unreasonably withhold is approval of such plans and specifications. Upon disapproval by the committee, the owner shall not take any further action regarding the proposed improvement until revising, resubmitting and obtaining the approval of such revised plans and specifications by the architectural and landscaping review committee.

6.4 Review Period. If the architectural and landscaping review committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. However, the restrictions contained in Article IV must be complied with even if no response is given by the architectural and landscaping review committee. The architectural and landscaping review committee shall notify the owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day period shall commence on the date all required information was received by the committee.

6.5 No Liability. Neither the architectural and landscaping review committee, declarant, nor their respective successors or assigns shall be liable in damages to anyone with regard to any restrictions, standards or requirements contained in these covenants and/or to anyone submitting plans to them for approval, or to any owner of land affected by these covenants, by reasons of mistake or difference in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications.

VOL0452 PG0342

552995

ARTICLE VII
ENFORCEMENT

7.1 Abatement and Suit. The covenants, including all conditions, covenants, restrictions and reservations, contained herein shall run with the land and be binding upon and inure to the benefit of declarant and the owners of every building site within the property. These covenants may be enforced as provided hereinafter by declarant acting for itself, or by the architectural and landscaping review committee on behalf of all owners. By acquiring an interest in the property, each owner irrevocably appoints declarant (or the architectural and landscaping review committee if declarant so designates) as the owner's attorney-in-fact for enforcement and all other purposes. If declarant and the architectural and landscaping review committee fail to take corrective action within thirty (30) days after an owner notified declarant (or the architectural and landscaping review committee if declarant so designates) in writing of a claimed violation of these covenants, then (and only in that event) an owner at his own cost and expense, may separately enforce these covenants as hereinafter provided. Violation of any term or provision herein contained shall give declarant and/or the architectural and landscaping review committee the following cumulative rights: to enter upon the portion of the property wherein said violation exists and to summarily abate and remove at the expense of the owner thereof any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; to institute a proceeding at law or in equity against the owner or owners who have violated or are attempting to violate any of the terms and provisions of these covenants and to enjoin or prevent them from continuing to do so; or otherwise to cause said violation to be remedied and/or to recover damages for said violation. All costs of abatement, removal or remedying of the violation shall be assessed against the building site and failure to pay such assessment shall constitute a lien enforceable against the building site pursuant to Article VII, paragraph 7.3.

7.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant or occupant shall be applicable against ever such violation and may be exercised by declaration and/or the architectural and landscaping review committee. In the event of any violation or the threatened violation of these covenants or any part thereof, any person or entity, authorized to enforce these covenants, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a court of competent jurisdiction in addition to all other remedies set forth herein.

A. Attorney's Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, or any provisions hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.

B. No Waiver. The failure of declarant and/or the architectural and landscaping review committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and declarant and/or the architectural and landscaping review committee shall not be liable therefore.

7.3 Enforcement Assessments. The owner of each building site shall, within thirty (30)

VOL0452 PG0343
552995

days after the date upon which a notice of assessment is made or delivered to such owner, remit the amount of such assessment to declarant or the architectural and landscaping review committee, as the case may be. Assessments shall include but not be limited to the following:

A. Assessment arising from completion of landscaping in accordance with Article IV, paragraph 4.6B above;

B. Assessments arising from landscaping maintenance of said owner's building site which was performed in accordance with Article IV, paragraph 4.6C; and/or

C. Assessments arising from abatement, removal or remedying violations in accordance with Article VII, paragraph 7.1 above.

Any assessment not paid within the aforesaid thirty (30) day period shall bear interest from and after said thirty (30) day period at the rate of twelve (12) percent per annum until paid. All assessments not paid as set forth herein, plus accrued interest thereon, shall constitute a lien on the building site superior and prior to all other liens and encumbrances, except those liens for general taxes and special assessment liens, and except all liens unpaid on any mortgage of record. To evidence the lien created under these covenants, declarant or the architectural and landscaping review committee shall prepare written notice (the "notice") setting forth the amount of such unpaid assessment, the name of the owner or the reputed owner of the building site and a legal description of such building site. The notice shall be signed by declarant or a member of the architectural and landscaping review committee and shall be recorded in the office of the clerk and recorder for Franklin County (or to the appropriate office for recording real property records) after having been mailed to the owner or reputed owner of the building site in default not less than thirty (30) days prior to such recording. The lien for the unpaid assessment shall attach from the date of the recording of the notice. Any such lien may be enforced by the foreclosure upon the building site in the same manner as real property is foreclosed under the laws of the State of Washington. In any such foreclosure, the owner of the building site which is being foreclosed shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and filing of the notice as provided herein and in connection with the foreclosure. Declarant or any member of the architectural and landscaping review committee, as the case may be, shall have the power to bid on the building site being foreclosed. Declarant or the architectural and landscaping review committee shall notify any mortgagee of the building site being foreclosed if such encumbrancer has its address of record in the encumbrance document or otherwise furnishes it address in writing to declarant or the architectural and landscaping review committee. Any mortgage holding a lien on the building site may, but shall not be required to, pay any unpaid assessment and upon such payment, the mortgagee shall have a lien on the building site for the amount paid with the same priority as the lien of declarant or the architectural and landscaping review committee. If a mortgagee forecloses mortgage, the mortgagee or its purchaser shall not be liable for the unpaid assessments chargeable to the foreclosed building site which became due prior to such possession. All unpaid assessments against the foreclosed building site shall become a new assessment to be pro rata reassessed and paid by all other building site owners, including the mortgagee or its purchaser.

The assessment amount against each building site also shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same.

VOL0452 PG0344
552995

7.4 Certificate of Compliance. Upon written request of any owner, mortgagee, *prospective owner, tenant or prospective tenant of a building site, and upon payment of a* reasonable fee not to exceed Fifty Dollars ($50.00), declarant or the architectural and landscaping review committee shall issue an acknowledged certificate in recordable form setting forth the amounts of unpaid assessments under these covenants, if any, and setting forth generally whether or not said owner is in violation of any of the terms and conditions of these covenants. The certificate shall be conclusive upon declarant or the architectural and landscaping review committee in favor of the persons to whom addressed if they rely thereon in good faith. The certificate shall be furnished by declarant or the architectural and landscaping review committee within ten (10) days from the receipt of a written request therefore. If declarant or the architectural and landscaping review committee fails to furnish such statement within said ten (10) days, it shall be conclusively presumed there are no unpaid assessments relating to the building site as to which the request was made and that said building site is in conformance with all of the terms and provisions of these covenants.

ARTICLE VIII
TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

8.1 Term. These covenants, including every provision, condition, restriction and reservation contained herein, shall continue in full force and effect until January 1, 2045, and shall thereafter be automatically extended unless and until otherwise terminated or modified as provided below.

8.2 Termination and Modification. This declaration or any provision, covenant, condition, restriction or reservation contained herein, may be terminated, extended or amended as to the whole of said property or any portion thereof by declarant alone if it still owns fee title to any portion of the property or by the prior written consent of the owners of seventy-five percent (75%) of the property. Provided, no amendment shall impose more restrictive conditions than those set forth herein; and provided, further, any termination, extension or amendment shall be immediately effective when reduced to writing and executed and acknowledged by the appropriate parties (declarant alone or the requisite number of owners including the declarant if required) and when said writing is recorded in the office of the County Auditor of Franklin County, State of Washington.

8.3 *Assignments of Declarant's Rights*. *Any and all of the rights, powers and* reservations of declarant herein contained may be assigned in whole or in part by declarant to any person, corporation or association. Upon any such person, corporation or association evidencing its consent in writing to such assignment, it thereafter shall assume and have the same rights and powers as are given to by declarant herein. Upon such assignment, declarant shall be relieved from all obligations and duties hereunder. Further, declarant shall be relieved automatically from all obligations and duties hereunder upon declarant's sale or other transfer of all its fee interest in the property, whereupon the architectural and landscaping review committee shall exercise all rights, powers and duties of declarant under these covenants.

VOL0452 PG0345
552995

ARTICLE IX
MISCELLANEOUS

9.1 Partial Invalidity. All of the conditions, covenants, restrictions and reservations contained in this declaration of protective covenants shall be construed together, but if it shall at any time be held that any one or more of said conditions, covenants, restrictions and/or reservations or any part thereof is void, invalid or unenforceable, then the same shall be affected nor impaired thereby.

9.2 Liability for Assessments. Assessments upon the property shall be a liability against the property and upon sale of any portion of the property, including a building site, the owner so selling shall not have any further liability for the obligations thereon which accrue against the parcel sold after the date of conveyance, but nothing herein shall relieve an owner of any building site from liability for any assessments or other obligations incurred pursuant to these covenants prior to such sale. Upon such sale, the purchaser of the property shall become liable for any assessments or other obligations incurred pursuant to these covenants. Said assessments shall include, but not be limited to, LIDs and other improvement assessments against the property. Additionally, notwithstanding the above, upon the sale of the property by declarant, being Franklin County, State of Washington, all assessments against the property of every kind and nature, regardless of a date assessed or accrued, shall pass with the conveyance and shall become a liability of the purchaser upon conveyance, both past and future, and the purchaser shall be responsible for all said payments, delinquent or nondelinquent, accrued or not accrued, and shall pay the same in a timely manner. The terms of the preceding sentence may be waived only by specific authorization and written agreement to retain or maintain liability by the declarant, Franklin County.

9.3 Benefits and Burdens. The terms and provisions contained in these covenants shall bind and inure to the benefit of declarant, the owners of all building sites located within the property, and their respective heirs, successors, personal representatives and assigns.

9.4 Notice. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: if intended for a building site owner (1) to the address of the building site, if improved; (2) to the address set forth in the purchase and sale agreement or purchase and sale agreement application if the building site is not improved; or (3) if neither of the foregoing applies, then to the last known address of owner. If intended for declarant, then to the address designated by the declarant from time to time.

9.5 Singular and Plural Headings. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Paragraph headings have been inserted solely for convenience and shall not be considered a part of these covenants for any purpose relating to the interpretation or construction of these covenants.

9.6 Applicable Law. These covenants shall be construed and enforced in all respects under the laws of the State of Washington.

VOL0452 PG0346
552995

9.7 Other Agreements and Declarations. Nothing in these covenants shall modify or relieve any owner or other person from complying with obligations under any declarations for roadway easements or other easements or other agreement affecting the property or portions thereof which are recorded and/or entered into with an owner.

IN WITNESS WHEREOF, Franklin County has executed this instrument the day and year first above written.

FRANKLIN COUNTY

By: Neva J. Corkrum

By: Sue Miller

By: Frank H. Brock

STATE OF WASHINGTON)
):ss.
County of Franklin)

I certify that I know or have satisfactory evidence that Neva J. Corkrum, Sue Miller, and Frank H. Brock are the Commissioners of FRANKLIN COUNTY and signed this instrument on its behalf, and acknowledged it to be the free and voluntary act for said corporation, for the uses and purposes mentioned in the instrument.

DATED this 8th day of March, 1998.

Hazel Hanson
Notary Public in and for the
State of Washington,
residing at Pasco
Hazel Hanson
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 4/19/99

552995

VOL0452 PG0347
552995

EXHIBIT A

Lots 1, 3, 4, 5, 6 and 7 as delineated on Binding Site Plan 98-5 recorded May 11, 1998 under Auditor's File No. 552295, records of Franklin County, Washington.

May 10, 2006

EXHIBIT 5

16-9-29
nene ; ne
T1. R3

15-9-29
nw

1563139
Page: 1 of 16
03/08/1999 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

FRANKLIN COUNTY ORDINANCE NUMBER 03-99

AN ORDINANCE REGARDING DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS REGARDING CERTAIN LAND KNOWN AS TRAC BUSINESS PARK LOCATED IN THE CITY OF PASCO, WASHINGTON

WHEREAS, this ordinance shall be known as Declaration of Protective Covenants and Restrictions *regarding* TRAC Business Park in Pasco, Washington;

WHEREAS, it is the purpose of this ordinance to subject the property more particularly described in Exhibit "A" attached hereto and incorporated herein, to the conditions, covenants, restrictions, and reservations set forth in the attached Declaration of Protective Covenants and Restrictions, Exhibit "B" to insure proper use and appropriate development and improvement of said property;

WHEREAS, a public hearing having been held on Monday, March 8, 1999, before the Board of Franklin County Commissioners and public testimony having been taken by the Board;

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Franklin County Commissioners that the attached "Exhibit B" Declaration of Protective Covenants and Restrictions is adopted this 8th day of March, 1999.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum, Member

Sue Miller, Member

Attest:
Clerk of the Board

Approved as to form:

By:
Lois M. Wood
Deputy Prosecuting Attorney

1563139
Page: 2 of 16
03/08/1999 03:24P
Franklin Co, WA
FRANKLIN COUNTY CO ORDIN 23.00

EXHIBIT A

The following described real property (property) includes Tracts 1, 2, 3 and 4 together with all roads contiguous to said Tracts of land. Said real estate is described as follows:

TRACT 1 A parcel of land situated in the Northeast quarter of the Northeast quarter of Section 16, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence South 01°27'05" West, along the East line of said Northeast quarter a distance of 80.34 feet; thence North 88°32'55" West, a distance of 40.27 feet to the Westerly margin of Convention Place Road and being the True Point of Beginning; thence South 01°38'26" West, along said Westerly margin a distance of 339.53 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet a point of tangent and being on the Northerly margin of Rodeo Drive; thence North 88°21'34" West, along said Northerly margin a distance of 611.30 feet to a point of curve; thence along a curve to the left having a central angle of 14°53'21", a radius of 1040.00 feet and an arc distance of 270.26 feet to a point of reverse curve; thence along a curve to the right having a central angle of 89°29'45", a radius of 20.00 feet and an arc distance of 31.24 to a point of tangent and being on the Easterly right of way margin of Road 68; thence North 13°45'10" West, along said Easterly margin a distance of 277.20 feet; thence South 75°59'25" West, a distance of 45.00 feet; thence North 14°00'29" West, and continuing along said Easterly margin a distance of 98.78 feet to a point of curve; thence along a curve to the right having a central angle of 104°15'57", a radius of 20.00 feet and an arc distance of 36.40 feet to a point of tangent and being on the Southerly right of way margin of Burden Road; thence South 89°44'32" East, along said Southerly margin a distance of 1027.55 feet to a point of curve; thence along a curve to the right having a central angle of 91°22'58", a radius of 20.00 feet and an arc distance of 31.90 feet to the True Point of Beginning. (Also known as Tract 1 of Survey No. 523124)

TRACT 2

A parcel of land situated in the Northwest quarter of Section 15, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Exhibit A - 1

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 3 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

Beginning at the Northwest corner of said Northwest quarter; thence South 88°21'34" East along the North line of said Northwest quarter a distance of 1630.01 feet; thence South 01°27'09" West a distance of 59.00 feet to the Southerly right of way margin of Burden Road and being the True Point of Beginning; thence continuing South 01°27'09" West a distance of 2588.27 feet to the Northerly right of way margin of State Highway (SR 182); Thence North 65°56'35" West along said Northerly margin a distance of 968.57 feet; Thence North 53°32'31" West a distance of 32.11 feet; Thence leaving said Northerly margin North 01°27'09" East a distance of 1269.58 feet. Thence North 88°21'34" West a distance of 672.79 feet to the Easterly margin of Convention Place Road; Thence North 01°38'26" East along said Easterly margin a distance of 911.00 feet to a point of curve; Thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on said Southerly margin; thence South 88°21'34" East along said Southerly margin a distance of 1570.20 feet to the True Point of Beginning.

SUBJECT TO easements, reservations and restrictions of record.

Containing 65.02 acres or 2,832,188 square feet.

TRACT 3

A parcel of land situated in the Northeast quarter of Section 16, township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northeast corner of said Northeast quarter; thence South 01°27'05" West, along the East line of said Northeast quarter a distance of 1070.01 feet to the True Point of Beginning; thence continuing South 01°27'05: West, a distance of 477.55 feet to the Northerly right of way margin of State Highway (SR 182); thence North 25°29'36" West, along said Northerly margin a distance of 164.55 feet to a point of non-tangent curve; thence along a curve to the left having a central angle of 78°04'15", a radius of 500.00 feet and a chord bearing of North 61°37'43" West, and a chord distance of 629.80 feet to a point of tangent; thence North 69°22'07" West, a distance of 174.84 feet to the Easterly right of way margin of Road 68; thence North 13°45'10" West, along said Easterly margin a distance of 502.35 feet to a point of curve; thence along a curve to the right having a central angle of 90°34'06", a radius of 20.00 feet and an arc distance of 31.61 feet to a point of compound curve and being on the Southerly margin of Rodeo Drive; thence along a curve to the right having a central angle of 14°49'30", a radius of 960.00 feet and a chord bearing of North 84°13'41" East, and a chord distance of 247.70 feet to a point of tangent; thence South 88°21'34" East, along said Southerly margin a distance of 611.30 feet to a point of curve; thence along a curve to the right having a central angle of 90°00'00", a radius

03-99

1563139
Page: 4 of 16
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

of 20.00 feet and an arc distance of 31.42 feet to a point of tangent and being on the Westerly margin of Convention Place road; thence South 01°38'26" West, along said Westerly margin a distance of 530.00 feet; thence South 88°21'34" East, a distance of 43.53 feet to the True Point of Beginning. (Also known as Tract 3 of Survey No. 523124.)

TRACT 4

A parcel of land situated in the Northwest quarter of Section 15, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Beginning at the Northwest corner of said Northwest quarter; thence South 01°27'05" West, along the West line of said Northwest quarter a distance of 1070.01 feet the True Point of Beginning; thence South 88°21'34" East, a distance of 36.47 feet; thence North 01°38'26" East, a distance of 80.00 feet; thence South 88°21'34" East, a distance of 672.79 feet; thence South 01°27'09" West, a distance of 1269.58 feet to the Northerly right of way margin of State Highway (SR 182); Thence North 53°32'31" West, along said Northerly margin a distance of 287.30 feet to a point of non-tangent curve; thence along a curve to the right having a central angle of 39°32'00", a radius of 885.00 feet and a chord bearing of north 42°21'35" West, and a chord distance of 598.60 feet to a point of tangent; thence North 25°29'36" West, a distance of 131.92 feet to the West line of said Northwest quarter; thence leaving said Northerly margin North 01°27'05" East, a distance of 477.55 feet to the True Point of Beginning. (Also known as Tract 4 of Survey No. 523124.)

ROADS

All roads adjacent to and contiguous with the above-describe parcels of real property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68 and Convention Place are to the extent that they are adjacent to any of the above-described properties are hereby included as property subject, however, to their use as roadways and subject to their use for right of ways for utilities and irrigation facilities.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 5 of 16
03/09/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions ("covenants") is made this 18th day of March, 1998, by the COUNTY OF FRANKLIN ("declarant"), a Washington municipal corporation, 1016 N. Fourth Avenue, Pasco, Washington 99301, regarding certain land known as TRAC BUSINESS PARK, in the City of Pasco, Washington.

ARTICLE I
RECITALS

1.1 Declarant is the present record title holder of certain real property situated in the City of Pasco, County of Franklin, State of Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein, which real property is referred to herein as the "property".

1.2 Declarant is desirous of subjecting the property to the conditions, covenants, restrictions and reservations set forth in these covenants to insure proper use and appropriate development and improvement of said property in order to:

A. Promote, encourage and maintain an integrated "community" concept;

B. Protect the owners, tenants and occupants of building sites against improper development and use of surrounding building sites which will depreciate the value and use of their building sites;

C. Assure adequate and reasonably consistent development of the property;

D. Prevent the erection on the property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;

E. Encourage and cause the erection of attractively designed permanent improvements which are appropriately located within the property to achieve a harmonious appearance and function; and

F. Generally promote the welfare and safety of the owners, tenants and occupants of each building site and of the general community.

ARTICLE II
DEFINITIONS

2.1 Definition of Terms.

A. "Building site" shall mean any contiguous parcel or plot of land within the property covered by these covenants whose size and dimensions are established through a

03-99

1563139
Page: 6 of 16
03/09/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

subdivision, short plat, binding site plan or other instrument approved by the city of Pasco or other governing jurisdictions and by declarant in writing, an which description of said parcel or plot of land is reduced to writing, executed, acknowledged and recorded with the Franklin County Auditor and which document designates the parcel(s) or plot(s) of land as a building site for purposes of these covenants.

B. "Declarant" shall mean Franklin County, its successor and assigns.

C. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, structures of any type or kind, or any other change in the property from its natural state.

D. "Mortgage" shall mean and include deeds of trust mortgages, and seller's interest in a real estate contract.

E. "Owner" shall mean the party or parties other than declarant owning fee title to any building site; provided, an owner upon written notice to declarant may assign all or part of its rights, but not duties, hereunder to owner's tenant.

F. "Common area" shall mean any common entry way, signs at the roadway entrances to the property, and any landscaping islands in the roadways and any other areas or improvements designated by declarant or the architectural and landscaping review committee.

ARTICLE III
PERMITTED USES AND PERFORMANCE STANDARDS

3.1 No Offensive Uses. No noxious, hazardous or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which is or may become an annoyance or nuisance to the owner, tenant or occupant of any other building site within the property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No hazardous wastes or substances (as defined by federal and/or Washington state laws or regulations) shall be transported to any building site for the purpose of disposing or storage.

3.2 Performance Standards. Building sites shall be utilized only for uses permitted under applicable zoning classifications, uses and restrictions reflected in the Pasco Municipal Code, including any amendments thereto. The architectural and landscaping review committee, in its sole discretion, shall have the right to impose more restrictive use and performance standards in order to insure proper use and appropriate development and improvement of the property. Performance standards as may be added by the architectural and landscape review committee include, but are not limited to, construction scheduling and time of completion of improvements and modifications upon any building site.

ARTICLE V
REGULATION OF IMPROVEMENTS

4.1 Improvements Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications thereof has been approved by the architectural and landscaping review committee as more fully set forth in Article VI of these covenants.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 7 of 18
03/06/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, VA

4.2 Setbacks. At a minimum, all setbacks shall be prescribed by the zoning regulations contained in the Pasco Municipal Code.

4.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described below. Each owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each owner and tenant for customers and visitors. The location, number and size of parking spaces shall be in accordance with the zoning classifications as set forth in the Pasco Municipal Code and further subject to approval by the architectural and landscaping review committee pursuant to Article VI hereof. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage and shall be subject to the approval of the architectural and landscaping review committee. No owner, tenant or employee of owner or tenant shall place an unattended vehicle on the building site for a continuing period in excess of 36 hours.

4.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard or front portion of a building site. Proper visual screening must be provided between truck loading and receiving areas and any street as provided by the applicable zoning classifications and subject to approval by the architectural and landscaping review committee.

4.5 Outside Storage: Except as previously authorized by the Architectural Committee, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building. Facilities for waste and rubbish storage shall be properly screened and shall not be installed, constructed or utilized without the prior written approval of the architectural and landscaping review committee.

4.6 Landscaping.

A. Approved Plan. All building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the architectural and landscaping review committee prior to any development of each building site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types and sizes of trees, hedges and shrubs and information regarding other customary landscape treatment for screening. All landscaping plans also shall include an automatic underground sprinkling system for grasses or other plants requiring irrigation. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the architectural and landscaping review committee. All plans must at a minimum include landscaping around the entire perimeter of the building site and meet the landscaping requirements contained in the zoning regulations of the Pasco Municipal Code.

B. Landscaping Installation. All landscaping required hereunder, or otherwise to be provided on any building site, shall be completed within ninety (90) days after substantial completion of the construction of a building or other improvement to be constructed on the building site. If weather conditions do not allow timely completion, then such building site owner shall notify the architectural and landscaping review committee in writing that such landscaping cannot be completed within the ninety (90) day period, and the architectural and landscaping review

03-99

1563139
Page: 8 of 18
03/06/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, VA

committee may issue an extension, in writing, upon good cause shown. The required landscaping shall be completed as soon thereafter as weather conditions permit, and the owner shall notify the architectural and landscaping review committee immediately upon such completion. If any owner fails to undertake and complete its landscaping within the ninety (90) days period set forth above or any extension thereof, then either the architectural and landscaping review committee or declarant, at its option, after giving the owner ten (10) days prior written notice, may undertake and complete the such landscaping because of the failure of an owner to complete the same, and the costs of such landscaping shall be assessed against the owner. If such landscaping assessment shall not be paid within thirty (30) days after written notice of such assessment from the architectural and landscaping review committee or declarant to said owner, then said assessment will constitute a lien on the building site and may be enforced as set forth in Article VIII, Paragraph 8.3 hereof.

C. Landscape Maintenance. Each owner, tenant or occupant of a building site shall be responsible for the landscape maintenance of its building site in a uniform, high quality, first-class manner, and it may contract to have such work performed by an independent landscape maintenance contractor. However, in the event that the landscape maintenance performed by such owner, tenant or occupant, or its contractor, is not in compliance with the landscaping maintenance standards established by the architectural and landscaping review committee and such landscape maintenance is not brought in compliance with such standards within thirty (30) days (or such longer period of time as designated by declarant or the architectural and landscaping review committee, in their sole discretion) of the receipt of written notice from declarant or said committee setting forth the particulars of such noncompliance, then declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agent), in its sole discretion, may enter upon the building site and undertake such landscape maintenance. All costs of such landscape maintenance undertaken by declarant or the architectural and landscaping review committee (directly or through its landscape designer or other agents), shall be assessed against the building site upon such landscape maintenance is performed, and failure to pay such assessment shall constitute a lien against the building site enforceable pursuant to Article VIII, Paragraph 8.3 hereof.

4.7 Maintenance: Each owner of a building site shall keep its building improvements and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each owner, tenant or occupant at its own expense shall remove any rubbish or trash of any character which may accumulate on its building site. Rubbish, trash, garbage or other waste shall be kept in sanitary covered containers of either metal or rigid plastic. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the property by burning in open fires. Any building exterior which is painted must at a minimum be repainted every five (5) years.

4.8 Signs.

A. Each improved building site shall be allowed signs in accordance with the zoning regulations for the property as set forth in the Pasco Municipal Code and as approved and designed by the architectural and landscaping review committee.

B. Flashing, temporary, moveable or moving signs shall not be permitted, except as may be permitted and approved in writing, in advance of use or installation, by the architectural and landscape review committee.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 9 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

C. All proposed plans for signs to be erected, including details of design materials, location, size, height, color and lighting, shall require the prior written approval of the architectural and landscaping review committee before erection. All signs must be consistent with and complimentary to other signs located on the property.

D. The provisions with respect to signs contained in paragraph 4.8, shall not apply to signs identifying the land as a business park.

4.9 Utility Connections. All utility lines and connections shall be underground. Transformer and utility meters of any type shall be adequately screened from view and all installations of transformer and/or meters shall require the written approval of the architectural and landscaping review committee before installation. The architectural and landscaping review committee shall have the right to require any owner to grant easements for utilities within the setback area of his building site for the benefit of other owners.

4.10 On-Site Drainage. Each building site owner shall be required to provide adequate drainage facilities, including on-site detention and metered releases of storm water runoff resulting from precipitation. The amount of detention shall be at least equivalent to the estimated change in store water runoff resulting from the placement of buildings and parking areas on building site. The estimated change in storm water runoff between historical (undeveloped) conditions and developed conditions shall be measured as the increased flow resulting from changes in the coefficient of storm water runoff and the time of concentration. An engineer's response comparing the before and after conditions and recommending methods of detention and adequate methods of drainage shall be submitted by the owner to the architectural and landscaping review committee for plans and specifications for any building as herein provided. The architectural and landscaping review committee may approve detention through ponding storage of storm water on roof tops, in parking areas, in the landscaping areas, in graded drainage swales and/or by other approved methods.

4.11 Water and Sewage. Each building site owner shall be required to connect to all water and sewer lines and satisfy all health and governmental water and sewage treatment requirements.

4.12 Antennas and Satellite Dishes. No antennae shall extend more than ten (10) feet over the roof of any building. Any satellite dishes erected shall be screened so as to not be visible from any roadway.

ARTICLE V
BUILDING STANDARDS

5.1 Construction. Construction or alterations of all buildings within the property shall meet the standards as set forth in these covenants. In addition, the following standards shall apply:

A. Fire Resistant. All buildings shall be of fire resistant construction. Construction shall include an automatic sprinkler system which meets the standards of the insurance services office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any other building built

03-99

1563139
Page: 10 of 18
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

upon the property.

B. Equipment. No heating, air conditioning, electrical or other equipment or apparatus shall be installed on the roof of any building or structure or hung on the exterior walls unless the same is screened, covered and installed in a manner which shall be first approved in writing by the architectural and landscaping review committee.

C. Exterior. All buildings shall be constructed with an exterior finish consisting of metal, brick, aggregate or masonry veneer, stucco, glass or such other materials as are first approved in writing by the architectural and landscaping review committee. Notwithstanding any provisions contained herein to the contrary, the architectural and landscaping review committee reserves the right, in its sole discretion, to approve or disapprove all exterior finish materials. No prefabricated corrugated metal construction shall be approved or permitted.

D. Screening. All screening called for herein shall be constructed of materials similar and of like nature to the buildings located on the building site and be of similar architectural design and appearance.

5.2 Zoning Restrictions. In the event of any overlap or conflict between any requirements of these covenants and the requirements of the zoning or building codes of the City of Pasco, Washington, the more stringent or restrictive requirement shall govern.

5.3 Adjacent Zoning. It is recognized that these covenants apply to the real property described in Exhibit "A" and may be extended to apply to adjacent tracts of land controlled by the declarant. Declarant specifically reserves the right that these covenants shall not limit, nor prohibit declarant from authorizing any legal use of adjacent properties, including use for recreational vehicle parks, camping facilities, and attendant structures, services and business providing services to recreational vehicle parks and camping facilities.

ARTICLE VI
APPROVAL OF PLANS

6.1 Architectural and Landscaping Review Committee. There is hereby established an architectural and landscaping review committee whose members shall be appointed by the declarant. This committee shall consist of three (3) members. The members shall consist of: one member appointed by the Franklin County Board of Commissioners; one member appointed by the City Council of Pasco; and one member appointed by the landowners.

Members of the architectural and landscaping review committee shall serve a term of two (2) years and each member may serve consecutive and/or succeeding terms if so appointed. The affirmative vote of two (2) members shall constitute the action of the architectural and landscaping review committee. Replacement members shall be appointed in the same manner as set forth in the preceding paragraph. Each owner shall have one vote for each acre or portion of acre owned, and the vote of a majority of the owners for the appointment of the member appointed by the landowners shall be required to appoint said member or said member's replacement. Any owner may nominate a person for the position subject to said election. Election shall occur within thirty (30) days of a vacancy and shall be done by first class mail. The remaining committee members shall conduct the election and tabulate the results.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 11 of 15
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, UA

6.2 Required Approvals. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any building site until plans and specifications with respect thereto have been submitted to and approved in writing by the architectural and landscaping review committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number of employees, and such other information as may be requested by said committee. All plans and specifications shall be submitted in manner and form satisfactory to the architectural and landscaping review committee and in writing over the signature of the owner of the building site or the owner's authorized agent. The architectural and landscaping review committee shall have the right to charge an owner a reasonable fee, which shall be initially set at two hundred fifty dollars ($250.00) for the review of original plans and specifications submitted to the architectural and landscaping review committee and a reasonable fee, which shall be initially set at one hundred dollars ($100.00) for additional plans and specifications (or the resubmission of disapproved plans and specifications) submitted by an owner with respect to such owner's building site. Any change (whether at the owner's initiative or to comply with code or permit requirements) shall require approval of the architectural and landscaping review committee.

6.3 Approval Criteria. Approval shall be based, among other things, on the following: adequacy of building site dimensions; conformity and harmony of external design and materials with neighboring structures; effect of location and use of improvements of neighboring building sites, operations and uses; relation to topography, grade and finished ground elevation of the building site being improved to that of neighboring building sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and intent of these covenants and the applicable zoning regulations as may be amended from time to time. The architectural and landscaping review committee shall not arbitrarily or unreasonably withhold is approval of such plans and specifications. Upon disapproval by the committee, the owner shall not take any further action regarding the proposed improvement until revising, resubmitting and obtaining the approval of such revised plans and specifications by the architectural and landscaping review committee.

6.4 Review Period. If the architectural and landscaping review committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. However, the restrictions contained in Article IV must be complied with even if no response is given by the architectural and landscaping review committee. The architectural and landscaping review committee shall notify the owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day period shall commence on the date all required information was received by the committee.

6.5 No Liability. Neither the architectural and landscaping review committee, declarant, nor their respective successors or assigns shall be liable in damages to anyone with regard to any restrictions, standards or requirements contained in these covenants and/or to anyone submitting plans to them for approval, or to any owner of land affected by these covenants, by reasons of mistake or difference in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications.

03-99

1563139
Page: 12 of 15
03/08/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, UA

ARTICLE VII
ENFORCEMENT

7.1 Abatement and Suit. The covenants, including all conditions, covenants, restrictions and reservations, contained herein shall run with the land and be binding upon and inure to the benefit of declarant and the owners of every building site within the property. These covenants may be enforced as provided hereinafter by declarant acting for itself, or by the architectural and landscaping review committee on behalf of all owners. By acquiring an interest in the property, each owner irrevocably appoints declarant (or the architectural and landscaping review committee if declarant so designates) as the owner's attorney-in-fact for enforcement and all other purposes. If declarant and the architectural and landscaping review committee fail to take corrective action within thirty (30) days after an owner notified declarant (or the architectural and landscaping review committee if declarant so designates) in writing of a claimed violation of these covenants, then (and only in that event) an owner at his own cost and expense, may separately enforce these covenants as hereinafter provided. Violation of any term or provision herein contained shall give declarant and/or the architectural and landscaping review committee the following cumulative rights: to enter upon the portion of the property wherein said violation exists and to summarily abate and remove at the expense of the owner thereof any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; to institute a proceeding at law or in equity against the owner or owners who have violated or are attempting to violate any of the terms and provisions of these covenants and to enjoin or prevent them from continuing to do so; or otherwise to cause said violation to be remedied and/or to recover damages for said violation. All costs of abatement, removal or remedying of the violation shall be assessed against the building site and failure to pay such assessment shall constitute a lien enforceable against the building site pursuant to Article VII, paragraph 7.3.

7.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant or occupant shall be applicable against ever such violation and may be exercised by declaration and/or the architectural and landscaping review committee. In the event of any violation or the threatened violation of these covenants or any part thereof, any person or entity, authorized to enforce these covenants, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a court of competent jurisdiction in addition to all other remedies set forth herein.

A. Attorney's Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, or any provisions hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.

B. No Waiver. The failure of declarant and/or the architectural and landscaping review committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and declarant and/or the architectural and landscaping review committee shall not be liable therefore.

7.3 Enforcement Assessments. The owner of each building site shall, within thirty (30)

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 13 of 16
03/06/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

days after the date upon which a notice of assessment is made or delivered to such owner, remit the amount of such assessment to declarant or the architectural and landscaping review committee, as the case may be. Assessments shall include but not be limited to the following:

A. Assessment arising from completion of landscaping in accordance with Article IV, paragraph 4.6B above;

B. Assessments arising from landscaping maintenance of said owner's building site which was performed in accordance with Article IV, paragraph 4.6C; and/or

C. Assessments arising from abatement, removal or remedying violations in accordance with Article VII, paragraph 7.1 above.

Any assessment not paid within the aforesaid thirty (30) day period shall bear interest from and after said thirty (30) day period at the rate of twelve (12) percent per annum until paid. All assessments not paid as set forth herein, plus accrued interest thereon, shall constitute a lien on the building site superior and prior to all other liens and encumbrances, except those liens for general taxes and special assessment liens, and except all liens unpaid on any mortgage of record. To evidence the lien created under these covenants, declarant or the architectural and landscaping review committee shall prepare written notice (the "notice") setting forth the amount of such unpaid assessment, the name of the owner or the reputed owner of the building site and a legal description of such building site. The notice shall be signed by declarant or a member of the architectural and landscaping review committee and shall be recorded in the office of the clerk and recorder for Franklin County (or to the appropriate office for recording real property records) after having been mailed to the owner or repured owner of the building site in default not less than thirty (30) days prior to such recording. The lien for the unpaid assessment shall attach from the date of the recording of the notice. Any such lien may be enforced by the foreclosure upon the building site in the same manner as real property is foreclosed under the laws of the State of Washington. In any such foreclosure, the owner of the building site which is being foreclosed shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and filing of the notice as provided herein and in connection with the foreclosure. Declarant or any member of the architectural and landscaping review committee, as the case may be, shall have the power to bid on the building site being foreclosed. Declarant or the architectural and landscaping review committee shall notify any mortgagee of the building site being foreclosed if such encumbrancer has its address of record in the encumbrance document or otherwise furnishes it address in writing to declarant or the architectural and landscaping review committee. Any mortgage holding a lien on the building site may, but shall not be required to, pay any unpaid assessment and upon such payment, the mortgagee shall have a lien on the building site for the amount paid with the same priority as the lien of declarant or the architectural and landscaping review committee. If a mortgagee forecloses mortgage, the mortgagee or its purchaser shall not be liable for the unpaid assessments chargeable to the foreclosed building site which became due prior to such possession. All unpaid assessments against the foreclosed building site shall become a new assessment to be pro rata reassessed and paid by all other building site owners, including the mortgagee or its purchaser.

The assessment amount against each building site also shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same.

03-99

1563139
Page: 14 of 16
03/06/1999 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

7.4 Certificate of Compliance. Upon written request of any owner, mortgagee, prospective owner, tenant or prospective tenant of a building site, and upon payment of a reasonable fee not to exceed Fifty Dollars ($50.00), declarant or the architectural and landscaping review committee shall issue an acknowledged certificate in recordable form setting forth the amounts of unpaid assessments under these covenants, if any, and setting forth generally whether or not said owner is in violation of any of the terms and conditions of these covenants. The certificate shall be conclusive upon declarant or the architectural and landscaping review committee in favor of the persons to whom addressed if they rely thereon in good faith. The certificate shall be furnished by declarant or the architectural and landscaping review committee within ten (10) days from the receipt of a written request therefore. If declarant or the architectural and landscaping review committee fails to furnish such statement within said ten (10) days, it shall be conclusively presumed there are no unpaid assessments relating to the building site as to which the request was made and that said building site is in conformance with all of the terms and provisions of these covenants.

ARTICLE VIII
TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

8.1 Term. These covenants, including every provision, condition, restriction and reservation contained herein, shall continue in full force and effect until January 1, 2045, and shall thereafter be automatically extended unless and until otherwise terminated or modified as provided below.

8.2 Termination and Modification. This declaration or any provision, covenant, condition, restriction or reservation contained herein, may be terminated, extended or amended as to the whole of said property or any portion thereof by declarant alone if it still owns fee title to any portion of the property or by the prior written consent of the owners of seventy-five percent (75%) of the property. Provided, no amendment shall impose more restrictive conditions than those set forth herein; and provided, further, any termination, extension or amendment shall be immediately effective when reduced to writing and executed and acknowledged by the appropriate parties (declarant alone or the requisite number of owners including the declarant if required) and when said writing is recorded in the office of the County Auditor of Franklin County, State of Washington.

8.3 Assignments of Declarant's Rights. Any and all of the rights, powers and reservations of declarant herein contained may be assigned in whole or in part by declarant to any person, corporation or association. Upon any such person, corporation or association evidencing its consent in writing to such assignment, it thereafter shall assume and have the same rights and powers as are given to by declarant herein. Upon such assignment, declarant shall be relieved from all obligations and duties hereunder. Further, declarant shall be relieved automatically from all obligations and duties hereunder upon declarant's sale or other transfer of all its fee interest in the property, whereupon the architectural and landscaping review committee shall exercise all rights, powers and duties of declarant under these covenants.

03-99

May 10, 2006

EXHIBIT 5

1563139
Page: 15 of 18
03/09/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

ARTICLE IX
MISCELLANEOUS

9.1 Partial Invalidity. All of the conditions, covenants, resaictions and reservations contained in this declaration of protective covenants shall be construed together, but if it shall at any time be held that any one or more of said conditions, covenants, restrictions and/or reservations or any part thereof is void, invalid or unenforceable, then the same shall be affected nor impaired thereby.

9.2 Liability for Assessments. Assessments upon the property shall be a liability against the property and upon sale of any portion of the property, including a building site, the owner so selling shall not have any further liability for the obligations thereon which accrue against the parcel sold after the date of conveyance, but nothing herein shall relieve an owner of any building site from liability for any assessments or other obligations incurred pursuant to these covenants prior to such sale. Upon such sale, the purchaser of the property shall become liable for any assessments or other obligations incurred pursuant to these covenants. Said assessments shall include, but not be limited to, LIDs and other improvement assessments against the property. Additionally, notwithstanding the above, upon the sale of the property by declarant, being Franklin County, State of Washington, all assessments against the property of every kind and nature, regardless of a date assessed or accrued, shall pass with the conveyance and shall become a liability of the purchaser upon conveyance, both past and future, and the purchaser shall be responsible for all said payments, delinquent or nondelinquent, accrued or not accrued, and shall pay the same in a timely manner. The terms of the preceding sentence may be waived only by specific authorization and written agreement to retain or maintain liability by the declarant, Franklin County.

9.3 Benefits and Burdens. The terms and provisions contained in these covenants shall bind and inure to the benefit of declarant, the owners of all building sites located within the property, and their respective heirs, successors, personal representatives and assigns.

9.4 Notice. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: if intended for a building site owner (1) to the address of the building site, if improved; (2) to the address set forth in the purchase and sale agreement or purchase and sale agreement application if the building site is not improved; or (3) if neither of the foregoing applies, then to the last known address of owner. If intended for declarant, then to the address designated by the declarant from time to time.

9.5 Singular and Plural Headings. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Paragraph headings have been inserted solely for convenience and shall not be considered a part of these covenants for any purpose relating to the interpretation or construction of these covenants.

9.6 Applicable Law. These covenants shall be construed and enforced in all respects under the laws of the State of Washington.

03-99

1563139
Page: 16 of 18
03/09/1998 03:24P
FRANKLIN COUNTY CO ORDIN 23.00 Franklin Co, WA

9.7 Other Agreements and Declarations. Nothing in these covenants shall modify or relieve any owner or other person from complying with obligations under any declarations for roadway easements or other easements or other agreement affecting the property or portions thereof which are recorded and/or entered into with an owner.

IN WITNESS WHEREOF, Franklin County has executed this instrument the day and year first above written.

FRANKLIN COUNTY

By: Neva Corkrum

By: Sue Miller

By: Frank H. Brock

STATE OF WASHINGTON)
):ss.
County of Franklin)

I certify that I know or have satisfactory evidence that Neva J. Corkrum, Sue Miller, and Frank H. Brock are the Commissioners of FRANKLIN COUNTY and signed this instrument on its behalf, and acknowledged it to be the free and voluntary act for said corporation, for the uses and purposes mentioned in the instrument.

DATED this 9th day of March, 1998.

Hazel Hanson

Notary Public in and for the
State of Washington,
residing at Basin

Hazel Hanson
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 9/19/99

03-99

PREPARED BY:
MINISTER AND GLAESER SURVEYING, INC.
6303 BURDEN BLVD, SUITE E
PASCO, WA., 99301
(509) 544-7802

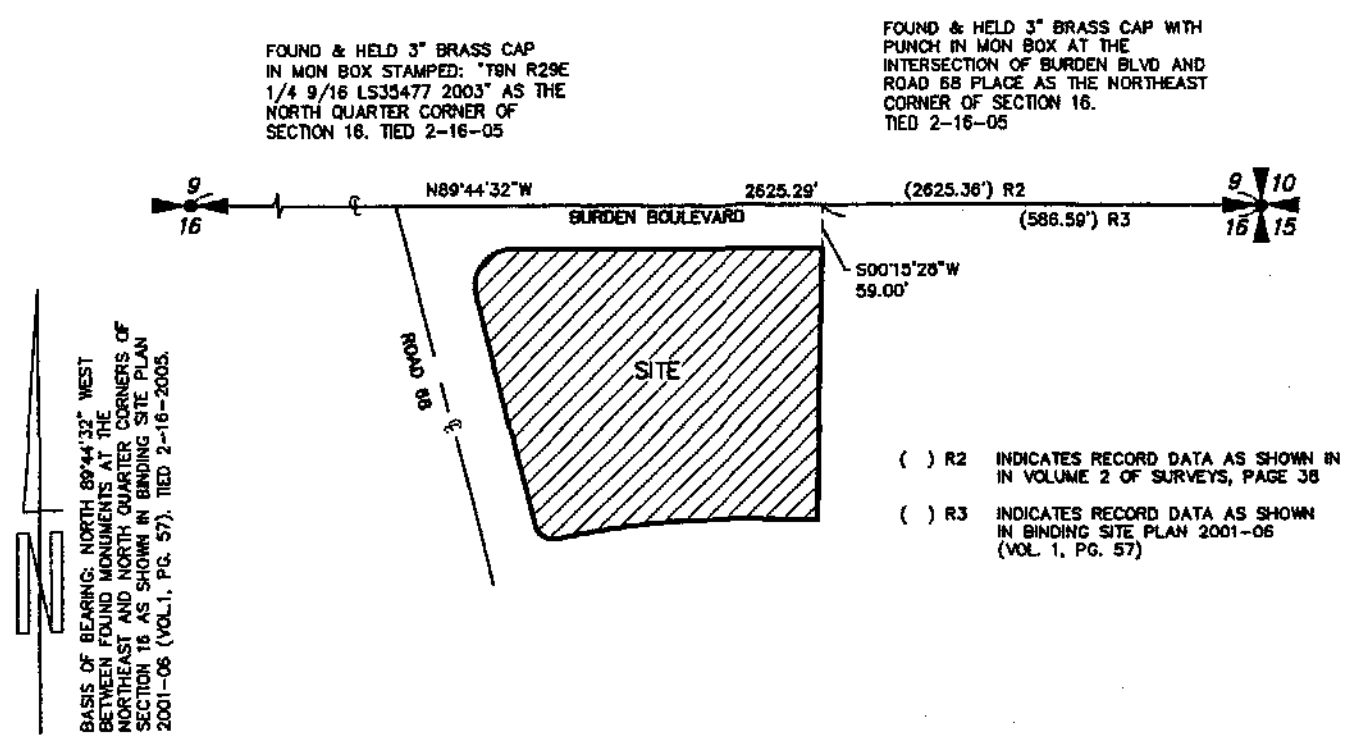
BINDING SITE PLAN
NO. 2005-4

OF LOT 5 BINDING SITE PLAN 2001-06
(VOL. 1, PG. 57)
IN A PORTION OF THE NE 1/4 NE 1/4
OF SECTION 16, T9N, R29E, W.M.
CITY OF PASCO
FRANKLIN COUNTY, WASHINGTON

SHEET 1 OF 3

JOB NO. 05-090

JUNE 30, 2005



BINDING SITE PLAN DECLARATION:

ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THIS BINDING SITE PLAN, AS IT MAY BE AMENDED WITH THE APPROVAL OF THE CITY, AND IN ACCORDANCE WITH SUCH OTHER GOVERNMENTAL PERMITS, APPROVALS, REGULATIONS, REQUIREMENTS, AND RESTRICTIONS THAT MAY BE IMPOSED UPON SUCH LAND AND THE DEVELOPMENT THEREOF. UPON COMPLETION, THE IMPROVEMENTS ON THE LAND SHALL BE INCLUDED IN ONE OR MORE CONDOMINIUMS OR OWNED BY AN ASSOCIATION OR OTHER LEGAL ENTITY IN WHICH THE OWNERS OF UNITS THEREIN OR THEIR OWNERS ASSOCIATIONS HAVE A MEMBERSHIP OR OTHER LEGAL OR BENEFICIAL INTEREST. THIS BINDING SITE PLAN SHALL BE BINDING UPON ALL NOW OR HEREAFTER HAVING ANY INTEREST IN THE LAND DESCRIBED HEREIN.

CITY OF PASCO VERTICAL DATUM REFERENCE:

PSI #23-2
A BRASS CAP ⊙ THE INTERSECTION OF
BURDEN BLVD & ROAD 68 PLACE
ELEVATION BEING: 506.96', CITY OF PASCO DATUM

CITY OF PASCO REQUIRED NOTES:

1) ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THIS BINDING SITE PLAN, AS IT MAY BE AMENDED WITH THE APPROVAL OF THE CITY, AND IN ACCORDANCE WITH SUCH OTHER GOVERNMENTAL PERMITS, APPROVALS, REGULATIONS, REQUIREMENTS, AND RESTRICTIONS THAT MAY BE IMPOSED UPON SUCH LAND AND THE DEVELOPMENT THEREOF.

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

DWG FILE: 05090BSP.DWG DRAWN BY: RSR CALC BY: JJS

JOHN J. SHEA
STATE OF WASHINGTON
33656
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 7-30-2005

06-30-2005

SURVEYOR'S CERTIFICATE:

I, JOHN J. SHEA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE BINDING SITE PLAN AS SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT SAID BINDING SITE PLAN IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT SAID BINDING SITE PLAN IS STAKED ON THE GROUND AS INDICATED HEREON. I FURTHER CERTIFY THAT THIS MAP IS TRUE AND CORRECT REPRESENTATION OF LANDS ACTUALLY SURVEYED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROVISIONS OF RCW 58.17 LAWS OF WASHINGTON.

JOHN J. SHEA — 06-30-2005
PROFESSIONAL LAND SURVEYOR NO. 33656 — DATE

CITY OF PASCO APPROVALS:

THE BINDING SITE PLAN IS HEREBY APPROVED BY AND FOR THE CITY OF PASCO, STATE OF WASHINGTON.

PASCO CITY ENGINEER — 7/5/05 DATE

COMMUNITY DEVELOPMENT DIRECTOR — 7/5/05 DATE

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 6th DAY OF July, 2005 AT 58 MINUTES PAST 12 P.M., AND RECORDED IN VOLUME 1 OF SURVEYS PAGE 89 AT THE REQUEST OF MINISTER AND GLAESER SURVEYING INC.

FRANKLIN COUNTY AUDITOR — BY

1665845
Page: 1 of 3
07/06/2005 01:58P
COLUMBIA RIVER BANK BSITE $5.00 Franklin Co. WA

FEE NO.

OWNERS CERTIFICATE:

WE, COLUMBIA RIVER BANK, A WASHINGTON CORPORATION, AS DEED OF TRUST BENEFICIARY, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON AND HEREBY CERTIFY THAT THE DIVISION OF THE PROPERTY SHOWN ON THE BINDING SITE PLAN HAS BEEN MADE WITH OUR FREE CONSENT AND IS IN ACCORDANCE WITH THE DESIRES AS TO THE DIVISION OF THE PROPERTY. WE ALSO CERTIFY THAT ALL STREET AND ROAD RIGHTS-OF-WAY AND UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC.

COLUMBIA RIVER BANK

BY: Leonard Olson Facilities Mgr CRB
LEONARD OLSON, FACILITIES MANAGER

ACKNOWLEDGMENT:

STATE OF WASHINGTON
COUNTY OF ~~FRANKLIN~~ BENTON

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT LEONARD OLSON, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS INSTRUMENT.

NOTARY PUBLIC

MY APPOINTMENT EXPIRES 5/9/06

RESIDING West Richland, WA

NOTARY PUBLIC STATE OF WASHINGTON

UTILITY APPROVAL:

THE OWNER NAMED HEREON IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL TRENCH, CONDUIT, PRIMARY VAULTS, SECONDARY JUNCTION BOXES AND BACKFILL FOR THE PUD'S PRIMARY AND SECONDARY DISTRIBUTION SYSTEM IN ACCORDANCE WITH PUD SPECIFICATIONS; SAID OWNER WILL MAKE FULL ADVANCE PAYMENT OF LINE EXTENSION FEES AND WILL PROVIDE ALL NECESSARY UTILITY EASEMENTS PRIOR TO PUD CONSTRUCTION AND/OR CONNECTION OF ELECTRICAL SERVICE TO PLAT.

FRANKLIN COUNTY PUD — 7/5/05 DATE

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2005 A.D.,
TAX PARCEL NUMBER 117-490-084

FRANKLIN COUNTY TREASURER — 7-5-05 DATE

EXHIBIT 5

May 10, 2006

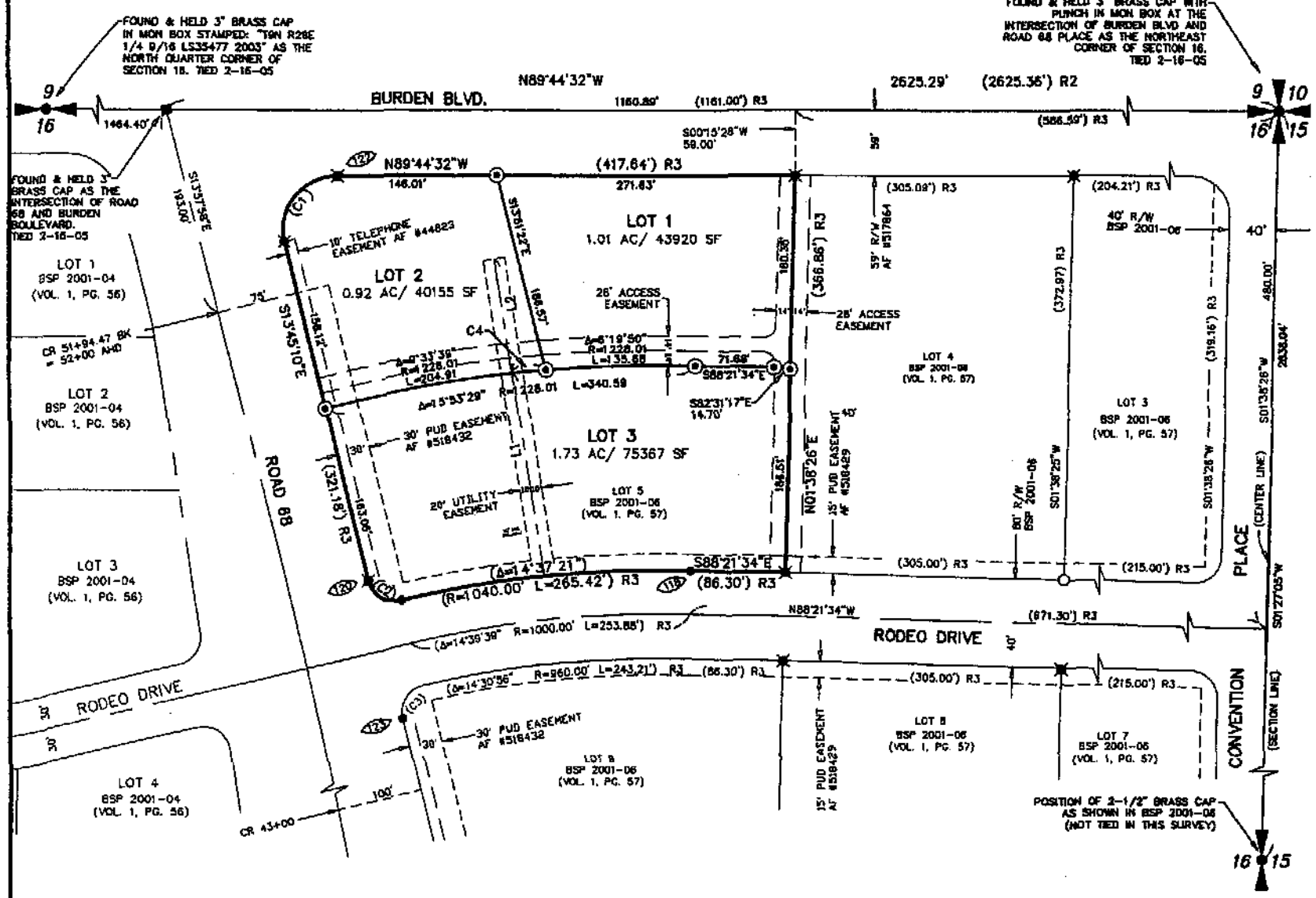
PREPARED BY:
MINISTER AND GLAESER SURVEYING, INC.
6303 BURDEN BLVD., SUITE E
PASCO, WA., 99301
(509) 544-7802

BINDING SITE PLAN NO. 2005-4

OF LOT 5 BINDING SITE PLAN 2001-06
(VOL. 1, PG. 57)
IN A PORTION OF THE NE 1/4 NE 1/4
OF SECTION 16, T9N, R29E, W.M.
CITY OF PASCO
FRANKLIN COUNTY, WASHINGTON

JOB NO. 05-090 JUNE 30, 2005

SHEET 2 OF 3



LEGEND:

- ⊙ INDICATES 5/8" x 30" IRON REBAR WITH Y.P.C. STAMPED: "SHEA 33656" SET
- ● INDICATES FOUND 5/8" REBAR WITHOUT CAP, TIED 02-16-2005
- ■ INDICATES FOUND AND HELD 3" BRASS CAP IN CONCRETE MON. BOX
- ⊠ INDICATES FOUND & HELD 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED: "MCF WA 34567LS" AS SET IN BSP 2001-06 (VOL.1, PG.57) UNLESS NOTED OTHERWISE. TIED 02-16-2005
- ○ INDICATES FOUND & HELD 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED: "MCF WA 34567LS"

AF#	AUDITOR'S FILE NUMBER
AC	ACRES
BSP	BINDING SITE PLAN
C1	CURVE ANNOTATION, SEE CURVE TABLE
L1	LINE ANNOTATION, SEE LINE TABLE
PG	PAGE
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
VOL	VOLUME
( ) R2	INDICATES RECORD DATA AS SHOWN IN VOLUME 2 OF SURVEYS, PG. 38
( ) R3	INDICATES RECORD DATA AS SHOWN IN BINDING SITE PLAN 2001-06, VOL. 1, PG. 57

CITY OF PASCO REQUIRED NOTES

1) NO ACCESS WILL BE PERMITTED TO OR FROM ROAD 68 FROM LOTS 2 AND 3.
2) LOT 2 SHALL NOT HAVE ACCESS TO BURDEN BOULEVARD.
3) ACCESS TO AND FROM BURDEN BOULEVARD SHALL BE FROM THE EASTERN 20.00 FEET OF LOT 1 AND IS LIMITED TO A RIGHT IN AND RIGHT OUT ONLY.
4) STREET ADDRESSES WILL BE ASSIGNED AT THE TIME BUILDING PERMITS ARE ISSUED.
5) AT THE TIME EACH LOT IS DEVELOPED ALL REQUIRED INFRASTRUCTURE(STREET, CURB, GUTTER, SIDEWAL, STREET LIGHTING, ETC...) MUST BE INSTALLED. STREET LANDSCAPING MUST ALSO BE INSTALLED.
6) WATER AND SEWER SERVICE ARE AVAILABLE FROM RODEO DRIVE ONLY.
7) ALL LOTS IN THIS BINDING SITE PLAN SHAL PARTICIPATE IN RECIPROCAL ACCESS AND UTILITY EASEMENTS AND SHARE COMMON ACCESS, PARKING, STORM WATER RETENTION, AND CIRCULATION RIGHTS.

FOUND MONUMENT INDEX:

- (118) FOUND 5/8" IRON REBAR, BSP 2001-06, NORTH 47°48'16" EAST, 0.24 FROM RECORD POSITION (NOT HELD)
- (120) FOUND 5/8" IRON REBAR, BSP 2001-06, NORTH 50°07'33" WEST, 0.23 FROM RECORD POSITION (NOT HELD)
- (122) FOUND 5/8" IRON REBAR, BSP 2001-06, NORTH 08°41'12" EAST, 0.28 FROM RECORD POSITION (NOT HELD)
- (123) FOUND 5/8" IRON REBAR, BSP 2001-06, NORTH 34°33'42" WEST, 0.24 FROM RECORD POSITION (NOT HELD)

SURVEY REFERENCE:

1) RECORD OF SURVEY, VOLUME 2, PAGE 38
2) BINDING SITE PLAN 1998-05, VOLUME 1, PAGE 37
3) BINDING SITE PLAN 2001-04, VOLUME 1, PAGE 56
4) BINDING SITE PLAN 2001-06, VOLUME 1, PAGE 57

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
(C1)	104°00'38"	50.00	90.77	78.81
(C2)	89°13'45"	25.00	38.93	35.12
(C3)	90°52'40"	25.00	39.65	35.63
C4	01°26'58"	1228.01	31.07	31.07

LINE TABLE		
LINE	LENGTH	BEARING
L1	188.24	S08°47'24"E
L2	106.44	N08°47'24"W

JOHN J. SHEA
STATE OF WASHINGTON
33656
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES 7-30-2005
06-30-2005

AUDITOR'S CERTIFICATE:
FILED FOR RECORD THIS 10th DAY OF July, 2005 AT 28 MINUTES PAST 4 P.M., AND RECORDED IN VOLUME 1 OF SURVEYS PAGE 39 AT THE REQUEST OF MINISTER AND GLAESER SURVEYING INC.
Zona G. Lenhart
FRANKLIN COUNTY AUDITOR
BY: Julie Herrera

1665845
Page: 2 of 3
07/06/2005 01:58P
Franklin Co, WA
COLUMBIA RIVER BANK
FEE NO.

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

DWG FILE: 05090BSP.DWG DRAWN BY: RSR CALC BY: JJS

EXHIBIT 5

May 10, 2006

PREPARED BY:
MINISTER AND GLAESER SURVEYING, INC.
6303 BURDEN BLVD., SUITE E
PASCO, WA., 99301
(509) 544-7802

BINDING SITE PLAN NO. 2005-4

OF LOT 5 BINDING SITE PLAN 2001-06
(VOL. 1, PG. 57)
IN A PORTION OF THE NE 1/4 NE 1/4
OF SECTION 16, T9N, R29E, W.M.
CITY OF PASCO
FRANKLIN COUNTY, WASHINGTON

SHEET 3 OF 3

JOB NO. 05-090 JUNE 30, 2005

BINDING SITE PLAN PERIMETER

IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A 3" BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 16 AS SHOWN IN BINDING SITE PLAN 2001-06, ACCORDING TO THE BINDING SITE PLAN THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 57, RECORD OF FRANKLIN COUNTY; THENCE NORTH 89°44'32" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16 FOR A DISTANCE OF 586.59' FEET; THENCE LEAVING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, SOUTH 00°15'28" WEST, 59.00 FEET TO THE THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF LOT 5 (BSP 2001-06) SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BURDEN BOULEVARD AND 59.00 FEET SOUTHERLY OF THE CENTERLINE OF BURDEN BOULEVARD WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, NORTH 89°44'32" WEST, 417.84' FEET; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, SOUTHWESTERLY, ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 104°00'38" FOR AN ARC DISTANCE OF 90.77 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ROAD 68 (BSP 2001-06); THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68, SOUTH 13°45'10" EAST, 321.18 FEET; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68, SOUTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°13'45" FOR AN ARC DISTANCE OF 38.93 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF RODEO DRIVE SAID POINT BEING 40.00 FEET NORTHERLY OF THE CENTERLINE OF SAID RODEO DRIVE WHEN AT RIGHT ANGLES; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RODEO DRIVE, SOUTHEASTERLY ALONG THE ARC OF A 1040.00 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS SOUTH 12°58'55" EAST) THROUGH A CENTRAL ANGLE OF 14°37'21" FOR AN ARC LENGTH OF 265.42 FEET; THENCE SOUTH 88°21'34" EAST, 86.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, (BSP 2001-06); THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RODEO DRIVE, NORTH 01°38'26" EAST 366.86 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 3.66 *ACRES, MORE OR LESS.*

LOT 1

IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A 3" BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 16 AS SHOWN IN BINDING SITE PLAN 2001-06, ACCORDING TO THE BINDING SITE PLAN THEROF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 57, RECORD OF FRANKLIN COUNTY; THENCE NORTH 89°44'32" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16 FOR A DISTANCE OF 586.59' FEET; THENCE LEAVING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, SOUTH 00°15'28" WEST, 59.00 FEET TO THE THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF LOT 5 (BSP 2001-06) SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD AND 59.00' SOUTHERLY OF THE CENETERLINE OF BURDEN BOULEVARD WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, NORTH 89°44'32" WEST, 271.63 FEET; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, SOUTH 13°51'22 EAST, 186.57 FEET; THENCE EASTERLY ALONG THE ARC OF A 1228.01 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS SOUTH 04°41'24" EAST) THOUGH A CENTRAL ANGLE OF 06°19'50" FOR AN ARC LENGTH OF 135.68 FEET; THENCE SOUTH 88°21'34" EAST, 71.68 FEET; THENCE SOUTH 82°31'17" EAST, 14.70 FEET TO THE EAST LINE OF SAID LOT 5 (BSP 2001-06); THENCE NORTH 01°38'26" EAST, 180.35 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 1.01 ACRES, MORE OR LESS.

LOT 2

IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A 3" BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 16 AS SHOWN IN BINDING SITE PLAN 2001-06, ACCORDING TO THE BINDING SITE PLAN THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 57, RECORD OF FRANKLIN COUNTY; THENCE NORTH 89°44'32" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16 FOR A DISTANCE OF 586.59' FEET; THENCE LEAVING THE NORTH LINE OF THE *NORTHEAST QUARTER OF SAID SECTION 16, SOUTH 00°15'28" WEST,* 59.00 FEET TO THE NORTHEAST CORNER OF LOT 5 (BSP 2001-06) SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD AND 59.00' SOUTHERLY OF THE CENETERLINE OF BURDEN BOULEVARD WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, NORTH 89°44'32" WEST, 271.63' FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°44'32" WEST, 146.01' FEET; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, SOUTHWESTERLY, ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 104°00'38" FOR AN ARC DISTANCE OF 90.77 FEET TO THE EASTERLY RIGHT-OF-WAY OF ROAD 68; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68, SOUTH 13°45'10" EAST, 158.12 FEET; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68, NORTHEASTERLY ALONG THE ARC OF A 1228.01 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS SOUTH 14°15'03" EAST) THROUGH A CENTRAL ANGLE OF 09°33'39" FOR AN ARC DISTANCE OF 204.91 FEET; THENCE NORTH 13°51'22" WEST, 186.57 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 0.92 ACRES/ 40,155 SQUARE FEET, MORE OR LESS.

LOT 3

IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A 3" BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 16 AS SHOWN IN BINDING SITE PLAN 2001-06, ACCORDING TO THE BINDING SITE PLAN THEROF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 57, RECORD OF FRANKLIN COUNTY; THENCE NORTH 89°44'32" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16 FOR A DISTANCE OF 586.59' FEET; THENCE LEAVING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, SOUTH 00°15'28" WEST, 59.00 FEET TO THE NORTHEAST CORNER OF LOT 5 (BSP 2001-06) SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD AND 59.00' SOUTHERLY OF THE CENETERLINE OF BURDEN BOULEVARD WHEN MEASURED AT RIGHT ANGLES; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDEN BOULEVARD, SOUTH 01°38'26" WEST, 180.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE EAST LINE OF SAID LOT 5, (BSP 2001-06) NORTH 82°31'17" WEST 14.70 FEET; THENCE NORTH 88°21'34" WEST, 71.68 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF A 1228.01 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT (THE RADIUS OF WHICH BEARS SOUTH 01°38'25" WEST) THROUGH A CENTRAL ANGLE OF 15°53'29" FOR AN ARC DISTANCE OF 340.59 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD 68, SOUTH 13°45'10" EAST, 163.06 *FEET; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF* SAID ROAD 68, SOUTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°13'45" FOR AN ARC DISTANCE OF 38.93 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF RODEO DRIVE, SAID POINT BEING 40.00' NORTHERLY OF THE CENTERLINE OF SAID RODEO DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIALLY; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RODEO DRIVE, EASTERLY ALONG THE ARC OF A 1040.00 FOOT RADIUS CURVE TO THE RIGHT (THE RAIDUS OF WHICH BEARS SOUTH 12°58'55" EAST) THROUGH A CENTRAL ANGLE OF 14°37'21" FOR AN ARC LENGTH OF 265.42 FEET; THENCE SOUTH 88°21'34" EAST, 86.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, (BSP 2001-06); THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY OF RODEO DRIVE, NORTH 01°38'26" EAST 188.51 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 1.73 ACRES, MORE OR LESS.

DWG FILE: 0506085P.DWG DRAWN BY: RSR CALC BY: JJS

JOHN J. SIBLEY — STATE OF WASHINGTON — 13656 — REGISTERED PROFESSIONAL LAND SURVEYOR — EXPIRES 7-30-2005

06-30-2005

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 6th DAY OF July, 2005 AT 58 MINUTES PAST 4 P.M., AND RECORDED IN VOLUME 1 OF SURVEYS PAGE 89 AT THE REQUEST OF MINISTER AND GLAESER SURVEYING INC.

Jose H. Lenhart
FRANKLIN COUNTY AUDITOR

BY: Julie Herrera

1665845
Page: 3 of 3
07/06/2005 01:58P
COLUMBIA RIVER BANK 3SITE 25.00 Franklin Co, WA

FEE NO.

EXHIBIT 5

May 10, 2006

SCHEDULE OF EXCLUSIONS FROM COVERAGE

EXHIBIT 5

May 10, 2006

The matters listed below each policy form are expressly excluded from the coverage of that policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason thereof.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CLTA STANDARD COVERAGE LOAN POLICY 1990

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, prohibiting regulating, or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
   Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy.
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances of governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE WHICH ISSUED THE COMMITMENT, AND A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) REFERRED TO IN THIS COMMITMENT WILL BE FURNISHED PROMPTLY UPON REQUEST.

EXHIBIT 5 May 10, 2006

AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE (10/22/03)

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on the Land
   e. Land division
   f. environmental protection

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

   This Exclusion does not limit the coverage described in Covered Risk 14, 15 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appeared in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

SCHEDULE B GENERAL EXCEPTIONS

The matters listed below each policy form are expressly excepted from the coverage of that policy and that policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – STANDARD COVERAGE AND CLTA STANDARD COVERAGE LOAN POLICY

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under workmen's compensation acts, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNER'S POLICY – EXTENDED COVERAGE

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Underground easements, servitudes or installations which are not disclosed by the public records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA LOAN POLICY (10/17/92) and ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)

No general exceptions appear in these policy forms.

EXHIBIT 5

May 10, 2006

COMMITMENT FOR TITLE INSURANCE

Issued by **Transnation Title Insurance Company**

LandAmerica Transnation

Transnation Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company.

TRANSNATION TITLE INSURANCE COMPANY

Attest: *Secretary*

TRANSNATION TITLE INSURANCE COMPANY INCORPORATED SEPT. 16, 1992 ARIZONA

By: *President*

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company *at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company* from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

EXHIBIT 5 May 10, 2006

Form B 1004-248

COMMITMENT FOR TITLE INSURANCE

American Land Title Association (1966)

Issued by

Transnation Title Insurance Company

Transnation Title Insurance Company
is a member of the LandAmerica family of title insurance underwriters.

LandAmerica Transnation

LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
telephone, toll free: 800 446-7086
www.landam.com

[redacted]

Cascade Title Company

of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 99336
PHONE (509) 783-0660 • TITLE FAX (509) 783-0675
ESCROW FAX (509) 783-6612

Agent for

Transnation Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Schedule A

Order No.: **P175260SP**
Escrow Officer: **PAM WILSON**

Re.: **FRANKLIN COUNTY WASHINGTON**

1. Effective Date: **April 11, 2006** at **8:00 A.M.**

2. Policy or policies to be issued:

   a. **ALTA Owner's Policy - Standard Coverage (10-17-92)** Amount **$TO COME**
      Proposed Insured:
      TO BE DETERMINED
   b. **ALTA Extended Coverage Loan Policy (10-17-92)** Amount **$TO COME**
      Proposed Insured:
      TO BE DETERMINED
   c. **None** Amount $
      Proposed Insured:

PREMIUM INFORMATION:

A.	**Subdivider Rate**	**$**	**To**	Tax: **$**	**Be**	Total:	**$Determined**
B.	**Simultaneous Rate**	**$**	**To**	Tax: **$**	**Be**	Total:	**$Determined**
C.		**$**		Tax: **$**		Total:	**$**

3. The estate or interest in the land described herein and which is covered by this commitment is:

   FEE SIMPLE

4. The estate or interest referred to herein is at Date of Commitment vested in:

   FRANKLIN COUNTY WASHINGTON, *a municipal corporation*

5. The land referred to in this Commitment is situated in the State of Washington and is more fully described as follows:
   SEE ATTACHED EXHIBIT A

Countersigned: _____

Scott Peyton

CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES

scott@cascadetitlecompany.com

SCHEDULE C - continued

Order No.: **P175260SP**

A parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 East, Willamette Meridian, Franklin County, Washington, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence North 89°44'32" West, along the North line of said North line of said Northeast Quarter, 586.59 feet; thence South 00°15'28" West, 59.00 feet to a point on the Southerly right of way margin of Burden Road; thence South 01°28'26" West, 180.35 feet to the True Point of Beginning; thence South 88°21'34" East, 305.00 feet; Thence South 01°38'26" West, 186.51 feet to a point on the Northerly margin or Rodeo Drive; thence North 88°21'34" West, along said Northerly margin, 305.00 feet; thence North 01°38'26" East, 186.51 feet to the True Point of Beginning. (Also known as lot 2, Binding site Plan 2006-03 recorded under Auditor's File No. 1676946)

COMMITMENT FOR TITLE INSURANCE

Schedule B

Order No.**P175260SP**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. Any policy issued pursuant hereto will contain the Exclusions From Coverage and, under Schedule B, the standard exceptions as set forth and identified as to the type of policy on the attached Schedules of Exclusions and Exceptions.

SPECIAL EXCEPTIONS:

1. **LIEN of real estate excise sales tax upon any sale of said premises, if unpaid;**
   Located in: **Pasco**
   Excise Tax Rate: **1.53%**

2. **THE COUNTY ASSESSOR'S office records indicate that the general taxes for the year 2006, are EXEMPT;**
   Tax Account No.: **117-490-075**

3. **LIABILITY FOR GENERAL PROPERTY TAXES for the Purchaser's prorated portion of the year 2006, due to the transfer of exempt property to private ownership.**

4. **EXCEPTIONS AND RESERVATIONS contained in Deed;**
   From: **The United States of America**
   Recorded: **September 24, 1975**
   Recording No.: **355417**

   As follows:
   A right-of-way thereon for ditches or canals constructed by authority of the United States.

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

5. **EASEMENT, including the terms, covenants and provisions thereof;**
   Recorded: **May 3, 1976**
   Recording No.: **360350**
   In favor of: **Franklin County, Washington**
   For: **Operation, use and maintenance of a road**

6. **RELINQUISHMENT of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said premises and the highway or highways to be constructed on lands condemned by proceedings under United Stated District Court Eastern District of Washington;**
   Cause No.: **C-820085-RJM**
   By: **The State of Washington**

CONTINUED

SCHEDULE B - continued

Order No.: **P175260SP**

7. **TERMS, CONDITIONS AND PROVISIONS as contained in that certain Quit Claim deed instrument, entered into;**
   Recorded: October 5, 1990
   Recording No.: 474776
   In favor of : City of Pasco

8. **RESERVATION OF MINERALS OR MINERAL LANDS, access rights and use of surface area for mining operations, contained in Deed;**
   From: Glacier Park Company
   Recorded: October 16, 1990
   Recording No.: 474972

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

9. **EXCEPTIONS AND RESERVATIONS contained in Deed whereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;**
   From: The State of Washington
   Recording No.: 502470

   RIGHT OF THE STATE OF WASHINGTON or any grantee or lessee thereof, upon paying reasonable compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals, or other products from this and other property, as reserved in the Deed referred to above.

   The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

10. **EASEMENT, including the terms, *covenants and provisions thereof;***
    Recorded: October 4, 1993
    Recording No.: 502470
    For:
    a) Easement for a right of way for buried telephone cable granted to Pacific Northwest Bell telephone Company on January 3, 1983 under Application No. 44823 for an indefinite term:

    b) Easement for a right of way for a county road granted to Franklin county on Februrary 10, 1975 under application No. CR 3089 for an indefinite term;

    c) Easement for a right of way for a county road granted to Franklin County on December 31, 1935 *under Application No. CR 1537 for an indefinite term;*

    d) Easement for a right of way for a road granted to City of Pasco on December 7, 19990 under Application No. 48469 for indefinite term;

    e) Easement for a right of way for a state road granted to the Department of Transportation on September 23, 1982 under Application No. SR-1194 for an indefinite term.

    f) Pending application for a right of way for a state road filed by the Department of Transportation on April 17, 1987 under Application No. SR-1260.

CONTINUED

SCHEDULE B - continued

Order No.: **P175260SP**

11. **RIGHT OF WAY EASEMENT, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;**
    Recorded: **February 23, 1995**
    Recording No.: **518429**
    In favor of: **Public Utility District No. 1 of Franklin County, Washington, a municipal corporation**

12. **COVENANTS, CONDITIONS AND RESTRICTIONS contained in Declaration of Restrictions;**
    Recording No.'s: **552995 and 1563139**

13. **Access easement as created by Binding Site Plan 2005-4 recorded under Auditor's File No. 1665845 and by said Binding Site Plan 2006-3 recorded under Auditor's File No. 1676946.**

14. **EASEMENT(S) delineated on the face of said plat;**
    For: **Utility access, F.P.U.D.**

15. **NOTES as contained on the face of said Binding Site Plan, as follows:**

    a) Rodeo Drive will be restricted to right in and right out traffic movements to and from Road 68.

    b) Access to and from Burden Boulevard shall be from the access Easement along the West line of Lots 1 and 2 of this binding site plan and along the East line of Lots 1 and 3 of binding site plan 2005-04 and is limited to a right in and right out only.

    c) Franklin P.U.D. Note
    The owner named hereon is responsible for providing and installing all trench, conduit, primary vaults, secondary junction boxes, and backfill for the P.U.D.'S primary and secondary distribution system in accordance with P.U.D. specifications. Said owner will make full advance payment of line extension fees and will provide all necessary utility easements Prior to P.U.D. construction and/or connection of electrical service to the Plat.

    d) Street addresses will be assigned at the time building permits are issued.

    e) Water and sewer service are available from Rodeo Drive Only.

    f) Lots 1and 2 in this binding site plan shall participate in reciprocal access and utility easements and share common access parking, storm water retention and circulation rights.

END OF SCHEDULE B

COMMITMENT FOR TITLE INSURANCE

Schedule C

Order No. **P175260SP**

The following matters will not be listed as Special Exceptions in Schedule "B" of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule "B" of the Policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule "B", excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the Policy.

NOTES AND REQUIREMENTS:

A. Requirements: Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

B. In the event this transaction fails to close a minimum cancellation fee of **$50.00** + **$4.15** sales tax will be charged for services rendered in accordance with our rate schedule unless otherwise specified.

C. This Commitment shall not obligate the Company to issue any Endorsement. All Endorsements to be issued must be agreed to by the Company and appropriate for the estate insured.

D. Any sketch or map enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

E. Unless otherwise requested, the forms of policy to be issued in connection with this commitment will be ALTA 1992 policies, or, in the case of standard lender's coverage, the CLTA Standard Coverage Policy - 1990. The policy committed for or requested may be examined by inquiry at the office which issued the commitment. A specimen copy of the policy form(s) referred to in this commitment will be furnished promptly upon request.

F. The specific discounted rate classifications applied to the owner's policy, and/or lender's policy requested for this transaction, are disclosed in "Schedule A" of the preliminary commitment. Other discounted rate classifications may apply, including the:

Short Term Rate
Prior Title Evidence Rate
Builder's, Subdivider's and Developer's Rate
Simultaneous Issue Rate
Refinance, Mortgage Reorganization, Junior Mortgage Rate
Special Project Rate

Attached in "Exhibit R" is a brief description of these rates. PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES. You may reach your title officer at 509-783-0660

SCHEDULE C - continued

Order No.: **P175260SP**

ADDITIONAL NOTES AND REQUIREMENTS:

A. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed will be subject to such matters as may be found by a search of the records against said names.

B. General taxes for the year 2006, are EXEMPT, however the following amount was paid;
Amount: $7.28
Tax Account No.: 117-490-075

END OF SCHEDULE C

NOTE: In the event that the Preliminary Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection upon request.
SP/hk

EXHIBIT "R"

DISCOUNTED RATE DISCLOSURE ADDENDUM

The specific discounted rate classifications applied to this transaction, are disclosed in Schedule A of the preliminary commitment. Other discounted rate classifications may apply, including the:

Builder's, Subdivider's & Developer's Rate

When an insured owner places an order for title insurance for a specific project on land which has been or is to be divided into four or more parcels of land. This rate applies also for lender's policies insuring a development loan and for the sale of a subdivided lot.

When a lender's policy is issued insuring a lien of a mortgage for financing the construction of residential or condominium units.

When an owner's policy is issued insuring the sale or lease of residential or condominium units.

Simultaneous Issue Rate

When any policy is issued simultaneously with a policy and one policy contains the provision that any loss payment or claim paid thereon shall reduce pro tanto the Company's liability under the other policy or policies.

Short Term Rate

If an owner's, purchasers, mortgagees, or leasehold policy has been issued by any title insurer, and an order for title insurance is placed within three (3) years following the date of the prior policy.

Refinance, Mortgage Reorganization/Junior Mortgage Rate

When a Lender's or Purchaser's Policy has been issued and a new loan on the same property is executed by the same borrower(s).

Special Project Rate

An application for a title insurance policy having a liability of $1,000,000.00 or more.

Prior Title Evidence Rate

If at any time an order for title insurance is placed, a copy of the then owner's policy of title insurance is submitted.

PLEASE INFORM YOUR TITLE OFFICER IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE LISTED DISCOUNT PREMIUM RATES.
You may reach your title officer at (509) 783-0660

ORNER OF
!-16-05

N89°44'32"W 2625.29'

BURDEN BLVD. 1160.89' (1161.00') R3

S00°15'28"W
59.00'

59'

122 N89°44'32"W (417.64') R3

146.01' 271.63'

(C1)

10' TELEPHONE EASEMENT AF #44823

LOT 1
1.01 AC/ 43920 SF

(305.09') R3

59' R/W AF #517864

S13°51'22"E

LOT 2
0.92 AC/ 40155 SF

180.35'

(366.86') R3

75'

S13°45'10"E 158.12'

186.57'

28' ACCESS EASEMENT

14' 14'

28' ACCESS EASEMENT

C4

Δ=6°19'50"
R=1228.01
L=135.68

71.68'

S88°21'34"E

Δ=9°33'39"
R=1228.01
L=204.91

R=1228.01 L=340.59

Δ=15°53'29"

S82°31'17"E
14.70'

LOT 4
BSP 2001-06
(VOL. 1, PG. 57)

L2

L1

30' PUD EASEMENT AF #518432

30'

LOT 3
1.73 AC/ 75367 SF

40'

15' PUD EASEMENT AF #518429

N01°38'26"E 186.51'

(321.18') R3

163.06'

20' UTILITY EASEMENT

10' 10'

LOT 5
BSP 2001-06
(VOL. 1, PG. 57)

ROAD 68

120 (C2) (Δ=14°37'21") (R=1040.00' L=265.42') R3 118 S88°21'34"E (86.30') R3

(305.00') R3

N88°21'34"W

(Δ=14°39'39" R=1000.00' L=253.88') R3

RODEO DRIVE

(C3) (Δ=14°30'56" R=960.00' L=243.21') R3 (86.30') R3

(305.00') R3

EXHIBIT 5

May 10, 2006

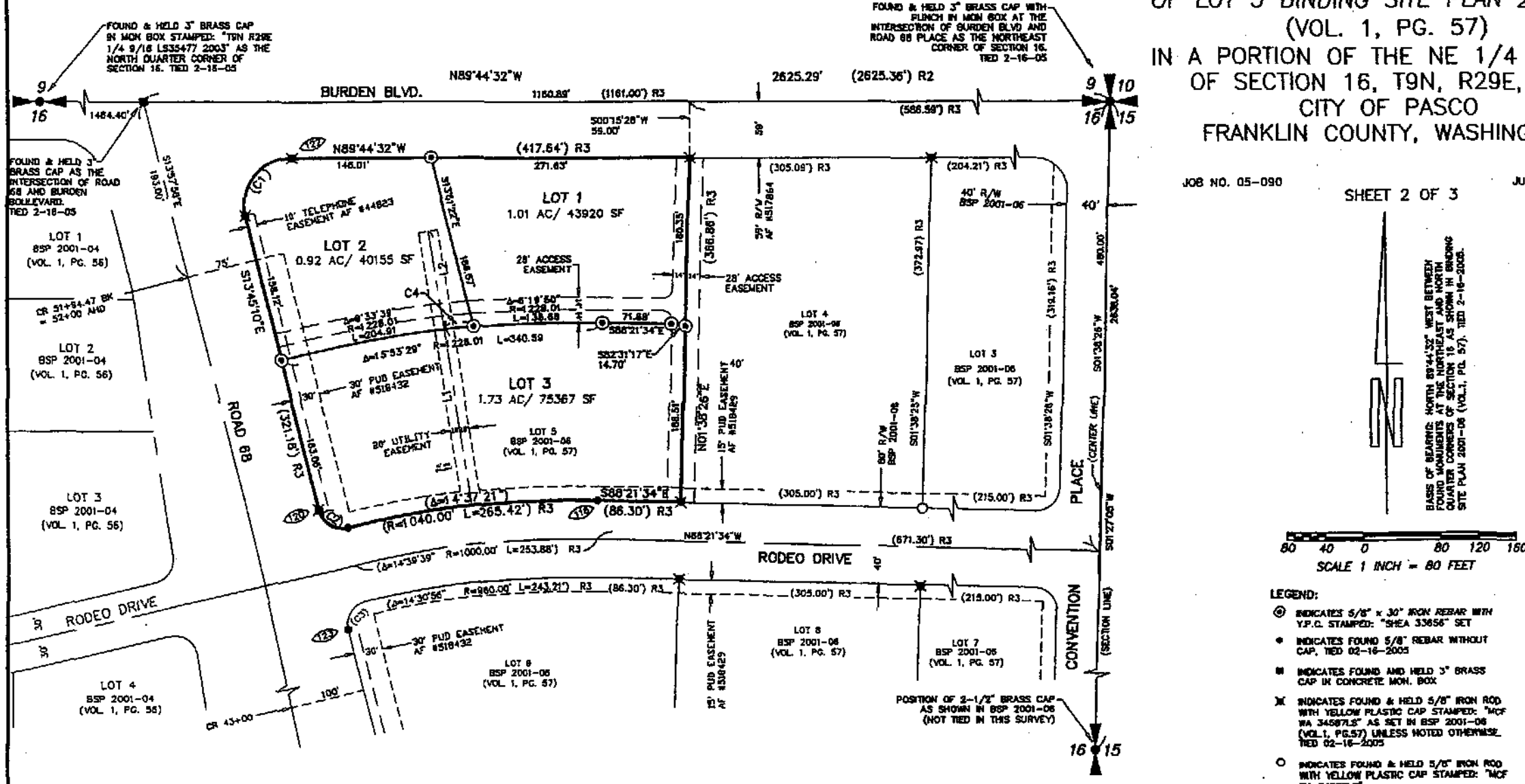
PREPARED BY:
MINISTER AND GLAESER SURVEYING, INC.
6303 BURDEN BLVD., SUITE E
PASCO, WA., 99301
(509) 544-7802

BINDING SITE PLAN NO. 2005-4

OF LOT 5 BINDING SITE PLAN 2001-06
(VOL. 1, PG. 57)
IN A PORTION OF THE NE 1/4 NE 1/4
OF SECTION 16, T9N, R29E, W.M.
CITY OF PASCO
FRANKLIN COUNTY, WASHINGTON

JOB NO. 05-090 JUNE 30, 2005

SHEET 2 OF 3



BASIS OF BEARING: NORTH 89°44'32" WEST BETWEEN FOUND MONUMENTS AT THE NORTHEAST AND NORTH QUARTER CORNERS OF SECTION 16 AS SHOWN IN BINDING SITE PLAN 2001-06 (VOL. 1, PG. 57). TIED 2-16-2005.

80 40 0 80 120 150
SCALE 1 INCH = 80 FEET

LEGEND:

- ◉ INDICATES 5/8" x 30" IRON REBAR WITH Y.P.C. STAMPED: "SHEA 33656" SET
- ● INDICATES FOUND 5/8" REBAR WITHOUT CAP, TIED 02-16-2005
- ■ INDICATES FOUND AND HELD 3" BRASS CAP IN CONCRETE MON. BOX
- ⊠ INDICATES FOUND & HELD 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED: "MCF WA 34587LS" AS SET IN BSP 2001-06 (VOL.1, PG.57) UNLESS NOTED OTHERWISE. TIED 02-16-2005
- ○ INDICATES FOUND & HELD 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED: "MCF WA 34587LS"

AF#	AUDITOR'S FILE NUMBER
AC	ACRES
BSP	BINDING SITE PLAN
C1	CURVE ANNOTATION, SEE CURVE TABLE
L1	LINE ANNOTATION, SEE LINE TABLE
PG	PAGE
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
VOL	VOLUME
( ) R2	INDICATES RECORD DATA AS SHOWN IN VOLUME 2 OF SURVEYS, PG. 38
( ) R3	INDICATES RECORD DATA AS SHOWN IN BINDING SITE PLAN 2001-06, VOL. 1, PG. 57

CITY OF PASCO REQUIRED NOTES

1) NO ACCESS WILL BE PERMITTED TO OR FROM ROAD 68 FROM LOTS 2 AND 3.
2) LOT 2 SHALL NOT HAVE ACCESS TO BURDEN BOULEVARD.
3) ACCESS TO AND FROM BURDEN BOULEVARD SHALL BE FROM THE EASTERN 20.00 FEET OF LOT 1 AND IS LIMITED TO A RIGHT IN AND RIGHT OUT ONLY.
4) STREET ADDRESSES WILL BE ASSIGNED AT THE TIME BUILDING PERMITS ARE ISSUED.
5) AT THE TIME EACH LOT IS DEVELOPED ALL REQUIRED INFRASTRUCTURE(STREET, CURB, GUTTER, SIDEWAL, STREET LIGHTING, ETC...) MUST BE INSTALLED. STREET LANDSCAPING MUST ALSO BE INSTALLED.
6) WATER AND SEWER SERVICE ARE AVAILABLE FROM RODEO DRIVE ONLY.
7) ALL LOTS IN THIS BINDING SITE PLAN SHAL PARTICIPATE IN RECIPROCAL ACCESS AND UTILITY EASEMENTS AND SHARE COMMON ACCESS, PARKING, STORM WATER RETENTION, AND CIRCULATION RIGHTS.

FOUND MONUMENT INDEX:

(118) FOUND 5/8" IRON REBAR, BSP 2001-06, NORTH 47°48'16" EAST, 0.24 FROM RECORD POSITION (NOT HELD)
(120) FOUND 5/8" IRON REBAR, BSP 2001-06, NORTH 30°07'33" WEST, 0.23 FROM RECORD POSITION (NOT HELD)
(122) FOUND 5/8" IRON REBAR, BSP 2001-06, NORTH 08°41'12" EAST, 0.28 FROM RECORD POSITION (NOT HELD)
(123) FOUND 5/8" IRON REBAR, BSP 2001-06, NORTH 34°33'42" WEST, 0.24 FROM RECORD POSITION (NOT HELD)

SURVEY REFERENCE:

1) RECORD OF SURVEY, VOLUME 2, PAGE 38
2) BINDING SITE PLAN 1998-05, VOLUME 1, PAGE 37
3) BINDING SITE PLAN 2001-04, VOLUME 1, PAGE 56
4) BINDING SITE PLAN 2001-06, VOLUME 1, PAGE 57

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
(C1)	104°00'38"	50.00	90.77	78.81
(C2)	89°13'45"	25.00	38.93	35.12
(C3)	90°52'46"	25.00	39.65	35.63
C4	01°26'58"	1228.01	31.07	31.07

LINE TABLE		
LINE	LENGTH	BEARING
L1	188.24	S09°47'24"E
L2	106.44	N09°47'24"W

JOHN J. SHEA — STATE OF WASHINGTON — 33656 — REGISTERED PROFESSIONAL LAND SURVEYOR — EXPIRES 7-30-2005

06-30-2005

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 18th DAY OF July, 2005 AT 58 MINUTES PAST 10 A.M., AND RECORDED IN VOLUME 1 OF SURVEYS PAGE 57 AT THE REQUEST OF MINISTER AND GLAESER SURVEYING INC.

Zona D. Lenhart
FRANKLIN COUNTY AUDITOR

BY: Julie Herrera

1665845
Page: 2 of 3
07/08/2005 01:58P
$5.00 Franklin Co. WA

FEE NO.

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

DWG FILE: 05090BSP.DWG DRAWN BY: RSR CALC BY: JJS

EXHIBIT 5

May 10, 2006