

BSP 8/107

Recorder at the Request of  
and after Recording Return to:

A & A Construction & Development, Inc.  
202 E Trent Avenue Suite 400  
Spokane WA 99202

Grantors: Randy Grudzinski and Nancy Grudzinski, husband and wife ("Grudzinski")

Grantees: Walla Walla HIE, L.L.C., a Washington Limited Liability Company  
City of Walla Walla, Washington, a Municipal Corporation  
Randy Grudzinski and Nancy Grudzinski, husband and wife  
Walla Walla Restaurant Building, LLC

Abbreviated Legal Description: Portion of the E $\frac{1}{2}$  SE $\frac{1}{4}$  of Sec. 24, T.7 N., R35, E. WM  
City of Walla Walla, County of Walla Walla, Washington

Assessor's Tax Parcel IDs: 35-07-24-44-0020; 35-07-24-41-0052

DEVELOPER AGREEMENT AND GRANT OF RECIPROCAL EASEMENTS  
AND  
DECLARATION OF COVENANTS RUNNING WITH THE LAND

This Grant of Reciprocal Easements and Declaration of Covenants Running with the Land ("Developer Agreement" or "Declaration") is made as of 9/29/00, by Randy Grudzinski and Nancy Grudzinski, husband and wife ("Grudzinski"), Walla Walla HIE, L.L.C., a Washington Limited Liability Company ("HIE") and Walla Walla Restaurant Building, LLC, a Washington Limited Liability Company ("Restaurant Bldg").

1. Components of Binding Site Plan Subdivision.

The following components are attached hereto and by this reference incorporated herein:

- a) Binding Site Plan Map
- b) Legal Description of the Parcels subject to this Declaration

2. Preliminary.

2.1 Definitions.

a) "Building Site Plan Subdivision": This Developer Agreement and Grant of Reciprocal Easements and Declaration of Covenants Running with the Land, and the Binding Site Plan Map, are dependent upon one another, and together constitute the Binding Site Plan Subdivision.

b) "Building Area": All those areas on each Parcel shown as Building Area or future Building Area within the building limit lines as shown on Exhibit A attached hereto and incorporated herein by this reference.

c) "Common Area": All those areas on each Parcel which are not Building Area together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting the same, shall be deemed to be a part of the

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building to which they are attached and not a part of the Common Area.

- d) "City": The city of Walla Walla, Washington, a Municipal Corporation
- e) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.
- f) "Owner": The record holder of fee simple title to a Parcel, its heirs, personal representatives, successors and assigns.
- g) "Parcel": Parcels 1, 2, 3, and 4, all as shown on Exhibit "A" and more particularly described on Exhibit "B", attached hereto.
- h) "Grudzinski": Randy Grudzinski and Nancy Grudzinski, husband and wife, together with any entity succeeding thereto or established by the Grudzinskis for purposes of owning any of the parcels of the binding site plan which is the subject of this Developer Agreement.
- i) "Person": Individuals, partnerships, firms, associates, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.
- j) "Restrictions": The easements, covenants, restrictions, liens and encumbrances contained in the Developer Agreement.
- k) "Service Facilities": Loading docks, trash enclosures, bottle storage areas and other similar service facilities.

**2.2 Owner.** Grudzinski is the owner of the Parcels subject to this Declaration, which are located at the Southeast intersection of West Pine Street, SR12, North of Mill Creek.

**2.3 Binding Covenant.** All development and use of the land described herein shall be in accordance with this Developer Agreement, or as it may be amended with the approval of the City, and in accordance with such other governmental permits, approvals and regulations that may be imposed upon such land and the development and use thereof. This Developer Agreement is a binding commitment to the City of Walla Walla to accomplish the development as described herein and as shown in the Binding Site Plan Map, and shall be binding upon all now or hereafter having any interest in the land described herein.

### **3. Buildings and Common Area Requirements.**

**3.1** The Common Area shall be developed as shown on **Exhibit A** and the Common Area shall not be used for any other persons other than the Owners of the Parcels, their tenants, contractors, employees, agents, customers, licensees, invitees and subtenants and shall be used for no other purpose than ingress and egress and parking of motor vehicles, pedestrian traffic, directional signs, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, utilities and service facilities and for no other purpose unless otherwise specifically provided in this Declaration.

**3.2** Notwithstanding the provisions of subparagraph 3.1 above, the Owner or occupant of each Parcel shall have the exclusive right to use the sidewalk adjacent to its building (but not including any sidewalk located within a public right of way) for the sale of merchandise and services (including, but not limited to, pay telephones). In addition, the Owner or occupant of each Parcel may conduct seasonal sales of merchandise from up to ten (10) parking stalls located within such Owner's or occupant's Parcel; provided that neither Parcel may have in excess of ten (10) parking stalls devoted to

such use at any given time.

**3.3** No building or structure of any kind shall be erected or placed upon any Parcel except upon those portions of such Parcel designated Building Area, except as otherwise set forth in this Declaration, provided that notwithstanding the foregoing, canopies, eaves, roof, overhangs (including columns or posts supporting the same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area into the Common Areas. All said buildings and structures shall be constructed and maintained in compliance with all governmental regulations, federal, state and local.

**3.4** No building or structure erected on the Parcels shall exceed 50 feet in height.

**3.5** All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Common Area improvement shall be performed expeditiously and so as not to unreasonably interfere with (i) access to or from the Parcels or any part thereof, (ii) vehicular parking, or (iii) any Owner's access to its Service Facilities. The party performing such work shall, at its sole cost and expense, repair and restore all buildings, signs and Common Area improvements damaged or destroyed in the performance of such work. Said person shall not permit any liens to stand against any Parcel for any such work done or materials furnished and shall within thirty (30) days after receipt of written notice from the Owner of any Parcel encumbered by any such lien to be released of record or transferred to bond in accordance with applicable law and in the event said contracting party fails to do so said Owner shall have the right at contracting party's expense to transfer said lease to bond. The contracting party shall indemnify, defend and hold harmless the Owners and occupants of the Parcels from any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), liens, claims of lien, judgments, proceedings, causes of action, arising out of or in any way connected with the performance of such work.

**3.6** In the event all or any portion of any building on any Parcel is (a) damaged or destroyed by fire or other casualty, or (b) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such building shall promptly restore or cause to be restored the remaining portion of any such building, or, in lieu thereof, shall remove or cause to be removed the damaged portion of any such building together with all rubble or debris related thereto. All building areas on which buildings are not reconstructed following a casualty or condemnation, shall be graded or caused to be graded by the owner thereof to the level of the adjoining property and in such manner as to not adversely affect the drainage of the other Parcel, shall be covered by a one-inch asphalt dust cap or irrigated grass, and shall be mowed and kept weed-free and clean at the owner's sole expense until buildings are constructed thereon.

#### **4. Reciprocal Easements.**

**4.1** Each Owner, as grantor, hereby grants to the other owners of each Parcel for the benefit of such owner, its respective successors, assigns, tenants, employees, agents, customers and invitees and the customers, employees and invitees of such tenants, and for the benefit of each Parcel belonging to each Owner, nonexclusive easements for the ingress and egress by vehicular and pedestrian traffic and the right of vehicular parking upon, over and across the Common Area on each Parcel as provided in **Exhibit A** (subject to the limitations contained in Paragraph 3) so that the Parcels may be used as an integrated area by the owners and occupants thereof and their customers and invitees.

**4.2 (a)** Each Owner, as grantor, hereby grants to the other Owners of each Parcel for the benefit of each Owner and its Parcel, nonexclusive easements under, through and across the Common Area of each Parcel for water drainage systems or structures, water mains, sewers, water sprinklers lines, telephones or electrical conduits or systems, gas mains, other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of each easement, except where the

instrumentality of the particular utility involved is not amenable to being placed underground (such as, but not limited to, transformers and risers); provided, however, that such above ground instrumentality shall not be located in any parking space or driveway.

(b) In the event it is necessary for the Owner of a Parcel to cause the installation of a storm drain, utility line or sewer across the Common Area of another Parcel after the initial paving and improving thereof, the other Owners shall not unreasonably withhold the granting of an additional easement or easements. During the construction and use of such easement facility, the constructing or using Owner shall minimize interference with the normal operation of any business on any Parcel. The Owner of each Parcel shall bear all costs related to the use of the easement and shall repair, to the original specifications, any damage to the Common Area resulting from such use.

(c) At any time and from time to time the Owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such Owner, provided that any such relocation (i) shall be performed only after thirty (30) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Parcel served by the utility line or facility; (ii) shall minimize interference with utility service to the Parcels served by the line or facility; (iii) shall not unreasonably reduce or unreasonably impair the usefulness or function of the line or facility; (iv) shall be performed without cost or expense to the Owner or Occupant of any Parcel served by the line or facility; (v) the original and relocated area shall be restored to the original specifications; and (vi) shall be minimized between November 15 and February 1, except in case of an emergency.

## **5. Operation and Maintenance of Common Area**

**5.1** There shall be no charge for parking in the Common Area unless otherwise required by law; provided, however, that in the event any parking surcharge or regulatory fee, however designated, should be imposed upon or levied or assessed by any governmental agency pursuant to governmental act or decree, each owner agrees to cooperate reasonable with the other owners in imposing a parking charge upon the users of the parking area, provided the entire proceeds thereof, after deduction of all costs and expenses incurred in connection therewith, are applied to the payment of any such parking surcharge or regulatory fee.

**5.2** All exterior building signs shall be restricted to identification of the business or service located or provided therein. No exterior building or freestanding sign shall utilize flashing, moving or audible lights or appurtenances. The Owners of each Parcel may agree to erect one or more single pylons upon which may be placed signs for each of the Parcels represented.

The Owners of each of the four Parcels shall be entitled to erect a single pylon for individual signs for each of the Parcels on Parcel 2 (Lot 2) in an appropriate place in the Northeast corner near the ingress and the egress location, the location to be determined by consent of all of the Owners. The Owner of Lot 2 hereby grants an easement for purposes of erecting and maintaining a sign to the Owners of the other Parcels. In the event future access is made available as contemplated in paragraph 5.4 herein, the Owners of each of the four Parcels shall, likewise, be entitled to erect a single pylon for individual signs for each of the Parcels at or near the location of such future access in an appropriate place, the location of which shall be determined by consent of all of the owners. The Owner of the Parcel upon which the pylon is to be erected hereby grants an easement for purposes of erecting and maintaining the same. Maintenance of the standard upon which the signs are connected shall be shared equally by all four Parcels. The maintenance of each respective sign shall be borne by the Parcel for whom the sign was erected.

Subject to the provisions of Walla Walla Zoning Code Section 20.204.190, each Parcel owner shall have the right to install on its Parcel monument signs and other freestanding signs advertising the business or businesses thereon.

**5.3** Subject to the common obligations for common ingress and egress as set forth in Paragraph 5.4, the owner of each Parcel shall have the obligation to maintain and insure its own Parcel in good and clean condition and repair, said maintenance to include but not limited to, the following:

- (a) Maintaining the asphalt surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;
- (b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- (c) Placing, keeping in repair, and replacing any necessary or appropriate directional signs, markers and lines;
- (d) Operating, keeping in repair, and replacing when necessary, such artificial lighting facilities as shall be reasonably required; and
- (e) Maintaining all landscaped areas, repairing automatic sprinkler systems and water lines and making replacements of shrubs and other landscaping as is necessary.

**5.4** The eastern 50 feet of Parcels 1, 2, and 3, running adjacent and along side the eastern boundary of each of those three Parcels shall be considered a mutual ingress and egress for all four Parcels as well as the adjacent Parcels to the East. All Parcels utilizing such access shall be required to jointly maintain such common easement way pursuant to the same terms and conditions as those set forth in Paragraph 5.3. The Owners of the such Parcels shall have authority to hire an outside company to do all such maintenance and repair, and the cost of such maintenance shall be borne on a pro-rata basis by dividing the square footage of each Parcel into the total square footage of all such Parcels. The Owners of all such Parcels can also agree to have an outside company complete all of the maintenance and repair otherwise required under this Agreement utilizing the same pro-rata percentage requirement.

The City has discussed the possibility of creating an additional common access running along the western boundary of Parcels 2, 3, and 4, or portions thereof, or at a location yet to be determined. In the event of the establishment of an additional common ingress and egress with these Parcels, maintenance shall be required on the same pro-rata basis, and any such common access shall be established in accordance with city standards.

**5.5** If any owner fails to perform its obligations as set forth in this Section 5, such failure shall constitute a default, in which case any other owner may cause the performance of the obligation and bill the defaulting owner for the expenses incurred. Any such claim for reimbursement which arises from the failure of either party to maintain its Parcel, as set forth herein shall not be a secured right and neither party shall attach a lien on any Parcel. The Owner of any given Parcel, however, shall have standing to bring an action against a defaulting Parcel for the failure to maintain its Parcel or to reimburse maintenance expenses for Common Areas as well as for any other defaults of this Agreement. Such cause of action shall include entitlement to Attorney's fees from the defaulting party which shall encompass any and all cost of collection, appellate fees, title reports, service and process fees, court costs and other fees and costs associated with such action.

## **6. Condemnation**

**6.1** Nothing herein shall be construed to give any Owner any interest in any award or payment made to another Owner in connection with an condemnation or transfer in lieu thereof affecting said owner's Parcel(s), or to give the public or any government or quasi-governmental agency

any rights in any lot. In the event of any condemnation or transfer in lieu thereof of any part of the Common Area, the award attributed to the land and improvements of such portion of the Common Area shall be payable only to the Owner thereof and no claim thereon shall be made by the owners, tenants, subtenants, or other occupants of any other portion of the Common Areas.

**6.2** All other owners of the Common Areas may file collateral claims with the condemning authority for their losses, which are separate and apart from the value of the land and improvements taken from another owner.

## **7. Indemnity and Release.**

Each party releases the other party from any and all claims and demands for injuries or damages arising from its use (and the use by such party's employees, agents and invitees) of the easements granted herein and agrees to indemnify, defend, protect and hold the other party harmless from any and all claims, liabilities and expenses of every kind and character, including reasonable attorney's fees and costs of litigation, which the other party may suffer or incur on account of the use of said easements. The obligations contained in this Section 7 shall survive the termination of this Declaration or of any rights hereunder.

## **8. General Provisions**

**8.1** The Restrictions contained in this Developer Agreement shall be appurtenant to and for the benefit of the Parcels shall be a burden thereon for the benefit of all portions thereof and shall be a mutual, equitable servitude upon and in favor of the Parcels and any portion thereof, and shall run with the land.

**8.2** This Developer Agreement and the Restrictions created hereby shall inure to the benefit of and be binding upon the owners and their successors, transferees and assigns; provided, however, that if any owner sells any portion or all of its interest in a Parcel and obtains from the purchaser thereof an agreement by which the purchaser assumes and agrees to be bound by the Restrictions herein contained, such owner shall thereupon be released and discharged from any and all further obligations under this Declaration as such owner in connection with the property sold by it after the sale and conveyance of title.

**8.3** Except as otherwise provided herein, each easement shall be in perpetuity and each other covenant, restriction and undertaking shall be for sixty-five (65) years from the date hereof.

**8.4** In the event of any violation or threatened violation by any owner, lessee, or occupant of any of the terms, covenants, restrictions and conditions contained herein, in addition to the other remedies herein provided, any or all of the owners and tenants of the Parcels shall have the right to enjoin such violation in a court of competent jurisdiction.

**8.5** This Declaration may not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the consent of the owners of all Parcels, and then only by a written instrument duly executed and acknowledged by the requisite owners duly recorded in the Office of the Recorder of Walla Walla County, Washington, and any such modification or rescission shall require approval of the City as is set forth in Section 2.3. No modification or rescission of this Declaration shall affect the rights of any Lienholder consents in writing to the modification or rescission.

**8.6** Whenever the approval or consent of any owner is required, such approval or consent shall be exercised only in the following manner. Each Parcel shall have only one vote. The record owners of each Parcel shall agree among themselves and designate in writing to the record owners of each of the other Parcels a single person or entity who is entitled to cast the vote for that Parcel. In the event the record owners of each Parcel cannot agree who shall be entitled to cast the single vote of that

Parcel, that Parcel shall not be entitled to vote.

**8.7** Nothing herein contained shall be deemed to be a gift or dedication of any Parcel the general public or for the general public or for any public purpose whatsoever, it being the intention of owners that this Declaration shall be strictly limited to and for the purposes herein expressed.

**8.8** No breach of this Declaration shall entitle any owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such owner or any tenant may have hereunder by reason of any breach of Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but this Declaration shall be binding upon and effective against any owner of any property subject to this Declaration or any portion thereof whose title thereof was acquired by foreclosure, trustee's sale or otherwise.

**8.9** A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten (10) days in the event of a failure to pay money) from receipt of written notice from any owner or Prime Lessee specifying the particulars in which such person has failed to perform the obligations of this Declaration and such person's failure, prior to the expiration of said thirty (30) days (ten (10) days in the event of a failure to pay money), to remedy the default specified in said notice. However, such person shall not be deemed to be in default of such failure (except a failure to pay money) cannot reasonably be remedied within said thirty (30) day period and such person is diligently using its best efforts in good faith to remedy said default.

**8.10** (a) All notices given pursuant to this Declaration shall be in writing and must be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the persons and addresses designated below.

Grudzinski: Randy Grudzinski and Nancy Grudzinski  
1392 West Pine  
Walla Walla, WA 99362

HIE: Walla Walla HIE, L.L.C.  
Attn: Bill Lawson  
202 E Trent Ave Suite 400  
Spokane WA 99202

Restaurant Bldg: Walla Walla Restaurant Building, LLC  
Attn: Bill Lawson  
202 E Trent Ave Suite 400  
Spokane WA 99202

The persons and addresses to which notices are to be given may be changed at any time, by any party, upon written notice to any other party. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purposes of this Declaration, the term receipt shall mean the earlier of any of the following:

(i) The date of delivery of the notice or other document as shown on the return receipt.

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(ii) The date of actual receipt of the notice or other document by the person or entity specified pursuant to this section; or

(iii) In the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or

(c) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

**8.11** If any clause, sentence or other portion of this Declaration is or shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

**8.12** All conveyances of all or any Parcels subsequent to the date hereof shall recite that they are subject to and subordinate to the terms and provisions hereof.

**8.13** The ownership of all Parcels by the same party shall not serve to terminate this Declaration.

**8.14** Each owner of a Parcel shall, and shall cause each occupant of any portion of such Parcel owned by such owner to, conduct its use and occupancy on said Parcel in compliance with all applicable governmental laws, rules, regulations and orders.

**8.15** In the event of legal proceedings to enforce or interpret any or all of the provisions hereof, the prevailing party in such proceeding shall be entitled to a reasonable sum as attorney's fees and costs to be set by the court in said proceeding including any appeal thereof.

**8.16** Any mortgage affecting any Parcel shall at all times be subject and subordinate to the terms of this Declaration and any person foreclosing any such mortgage or acquiring title by reason of a deed in lieu of foreclosure shall acquire title to the premises affected thereby subject to all of the terms of this Agreement.

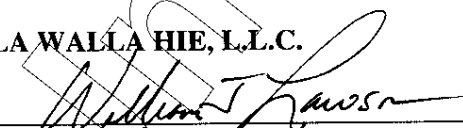
**8.17** The failure of a person to insist upon strict performance of any of the restrictions contained herein shall not be deemed a waiver of any subsequent breach or default in any of the Restrictions contained herein by the same or any other person.

**8.18** The provisions of this Declaration are not intended to create nor shall they in any way be interpreted or construed to create a joint venture, partnership or any other similar relationship amount any owner or future owner.

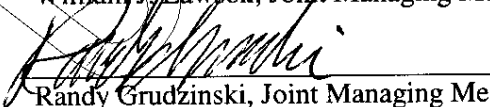
SIGNED, this 29th day of Sept., 2000.

WALLA WALLA HIE, L.L.C.

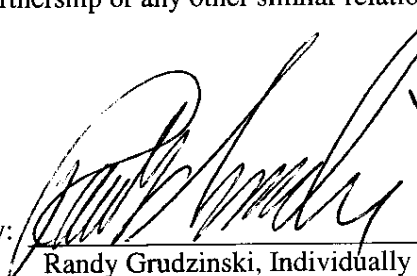
By:

  
William J. Lawson, Joint Managing Member

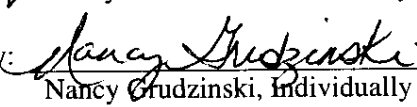
By:

  
Randy Grudzinski, Joint Managing Member

By:

  
Randy Grudzinski, Individually

By:

  
Nancy Grudzinski, Individually

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WALLA WALLA RESTAURANT BUILDING, L.L.C.

By:

William J. Lawson  
William J. Lawson, Joint Managing Member

By:

Randy Grudzinski  
Randy Grudzinski, Joint Managing Member

STATE OF

Washington

COUNTY OF

Spualline

APPROVED:

By:

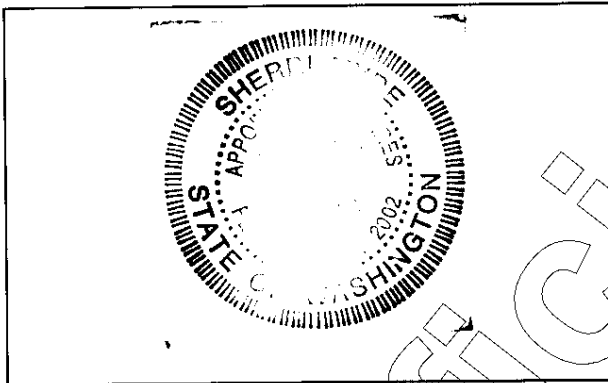
Sam J. Staples  
Walla Walla City Manager

12/11/00

I certify that I know or have satisfactory evidence that WILLIAM J LAWSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as a Joint Managing Member of Walla Walla HIE, L.L.C., a Washington Limited Liability Company, and Joint Managing Member of Walla Walla Restaurant Building, LLC, a Washington Limited Liability Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

10-6-00



Sherri Myre

(Signature of Notary Public)

Sherri Myre

(Printed Name of Notary Public)

My Appointment Expires:

2/28/02

STATE OF

WASHINGTON

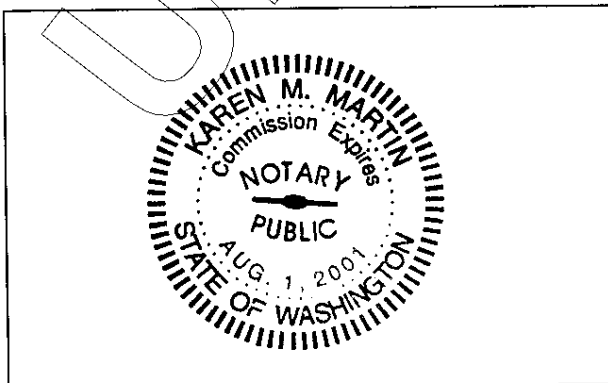
COUNTY OF

WALLA WALLA

I certify that I know or have satisfactory evidence that RANDY GRUDZINSKI is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as a Joint Managing Member of Walla Walla HIE, L.L.C., a Washington Limited Liability Company, Joint Managing Member of Walla Walla Restaurant Building, LLC, a Washington Limited Liability Company, and on his own behalf, individually, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

9-29-00



Karen Martin

(Signature of Notary Public)

Karen Martin

(Printed Name of Notary Public)

My Appointment Expires:

Aug 01 2001

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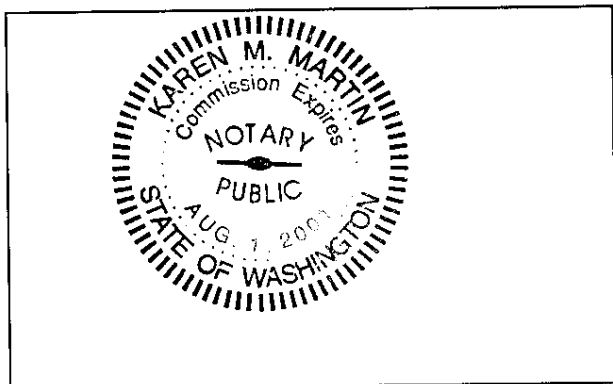
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STATE OF WASHINGTON  
COUNTY OF WALLA WALLA

)  
)ss.  
)

I certify that I know or have satisfactory evidence that NANCY GRUDZINSKI is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument on her own behalf, individually, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-29-00



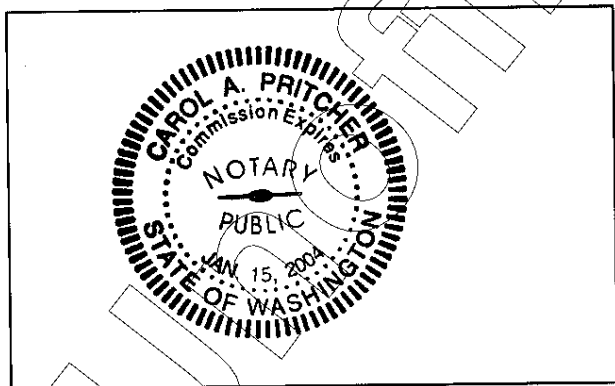
Karen Martin  
(Signature of Notary Public)  
Karen Martin  
(Printed Name of Notary Public)  
My Appointment Expires: Aug 01 2001

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

)  
)ss.  
)

I certify that I know or have satisfactory evidence that Scott D. Staples, is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged they were the City Manager for the City of Walla Walla, Washington, and that the same was the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/11/00



Carol A. Pritcher  
(Signature of Notary Public)  
Carol A. Pritcher  
(Printed Name of Notary Public)  
My Appointment Expires: 1/15/2004

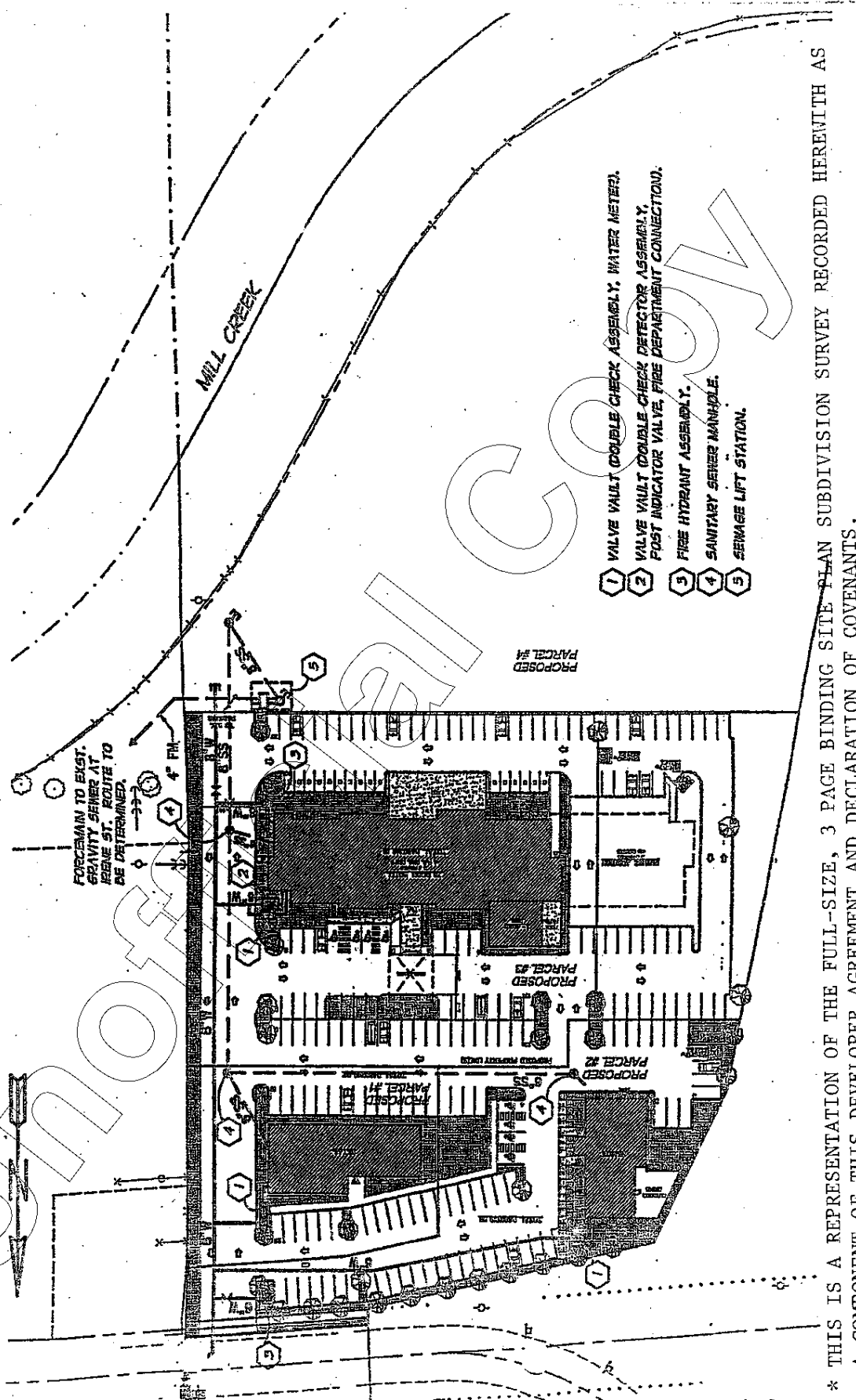
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# EXHIBIT A

Picture of site map \*

LOCATED IN THE SE1/4 OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 35 EAST, W.M., WALLA WALLA COUNTY, WA.



\* THIS IS A REPRESENTATION OF THE FULL-SIZE, 3 PAGE BINDING SITE PLAN SUBDIVISION SURVEY RECORDED HEREWITH AS A COMPONENT OF THIS DEVELOPER AGREEMENT AND DECLARATION OF COVENANTS.

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EXHIBIT B

LEGAL DESCRIPTION

LEGAL DESCRIPTION

"TRACT H"

FILED FOR RECORD  
IN WALLA WALLA COUNTY WASH  
BY City of WA  
Dec 29 3 27 PM '00

KAREN MARTIN  
COUNTY AUDITOR

LEGAL DESCRIPTION FROM: WARRANTY DEED FILED IN VOL. 231, PAGE 0218-02221, AF#9565519, RECORDS OF WALLA WALLA COUNTY, WASHINGTON.  
GRANTEE: RANDALL G. GRUDZINSKI AND NANCY A. GRUDZINSKI, HUSBAND AND WIFE.

THAT PORTION OF THE FOLLOWING DESCRIBED TRACTS EASTERLY OF THAT TRACT HAVING BEEN CONDEMNED FOR HIGHWAY PURPOSES BY THE STATE OF WASHINGTON UNDER WALLA WALLA COUNTY SUPERIOR COURT CAUSE NO. 64477 TO WIT:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH AND SOUTH CENTERLINE OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN, WITH THE SOUTHERLY RIGHT-OF-WAY OF PRIMARY STATE HIGHWAY #3, AND RUN THENCE NORTH 85°51'00" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 400.00 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE NORTH 85°51'00" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 2281.34 FEET TO ITS INTERSECTION WITH THE EAST LINE OF SAID SECTION 24; THENCE SOUTH 1°10'00" EAST, ALONG SAID EAST LINE OF 801.15 FEET TO THE CENTERLINE OF MILL CREEK; THENCE ALONG THE CENTERLINE OF MILL CREEK TO THE FOLLOWING COURSES: SOUTH 29°56'00" WEST, 210.90 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 458.40 FEET AND A CENTRAL ANGLE OF 62°30'00", SAID CURVE BEING TANGENT TO THE PRECEDING COURSE, A DISTANCE OF 500.04 FEET; THENCE NORTH 87°34'00" WEST, 319.60 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 716.20 FEET AND A CENTRAL ANGLE OF 23°27'00", SAID CURVE BEING TANGENT TO THE PRECEDING COURSE, A DISTANCE OF 293.13 FEET; THENCE SOUTH 68°59'00" WEST, 114.20 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 573.70 FEET AND A CENTRAL ANGLE OF 42°21'00", SAID CURVE BEING TANGENT TO THE PRECEDING COURSE, A DISTANCE OF 424.05 FEET; THENCE NORTH 68°40'00" WEST, 255.20 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 716.20 FEET AND A CENTRAL ANGLE OF 30°39'07", SAID CURVE BEING TANGENT TO THE PRECEDING COURSE, A DISTANCE OF 383.15 FEET TO A POINT IN A LINE PARALLEL TO AND 400.00 FEET NORTH 85°51'00" EAST OF THE AFORESAID NORTH-SOUTH CENTERLINE OF SECTION 24; THENCE LEAVE THE CENTERLINE OF MILL CREEK AND RUN THENCE NORTH 1°44'16" WEST, ALONG SAID PARALLEL LINE 788.42 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION HAVING BEEN CONDEMNED FOR HIGHWAY PURPOSES BY THE STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS: BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) LN 276+42 ON THE LN LINE CENTERLINE OF SR 125, MP 5.30 TO MP 6.92, WALLA WALLA VICINITY: MILL CREEK TO MULLAN ROAD AND 140.00 FEET WESTERLY THEREFROM; THENCE EASTERLY TO A POINT OPPOSITE SAID STATION AND 87.00 FEET EASTERLY THEREFROM; THENCE NORTH 18°45'59" EAST, 111.57 FEET TO A POINT OPPOSITE HES LN 277+50 AND 115.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, THEREFROM; THENCE NORTH 4°14'00" EAST PARALLEL TO SAID LN LINE CENTERLINE 100.00 FEET, TO A POINT OPPOSITE HES LN 278+50, THENCE NORTH 10°33'14" EAST, 635.87 FEET TO A POINT OPPOSITE HES LN 284+90 AND 205.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES THEREFROM; THENCE NORTH 25°08'05" EAST, 126.22 FEET TO A POINT OPPOSITE HES LN 286+00 AND 250.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES THEREFROM; THENCE NORTH 77°19'55" EAST, 216.35 FEET TO A POINT OPPOSITE HES LN 286+62.90 AND 457.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, THEREFROM; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF "OLD" PRIMARY STATE HIGHWAY #3; THENCE SOUTH 85°51'00" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 618.03 FEET TO A POINT OPPOSITE HES LN 285+72.80 AND 154.43 FEET WESTERLY, MEASURED AT RIGHT ANGLES THEREFROM; THENCE SOUTH 1°30'26" WEST, 723.63 FEET TO A POINT OPPOSITE HES LN 278+50 AND 140.00 FEET, WESTERLY, MEASURED AT RIGHT ANGLES, THEREFROM; THENCE SOUTH 23°31'16" WEST, 105.94 FEET TO A POINT OPPOSITE HES LN 277+50 AND 175.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES THEREFROM; THENCE SOUTH 13°43'18" EAST, 113.53 FEET TO THE POINT OF BEGINNING.

FILED FOR RECORD  
IN WALLA WALLA COUNTY WASH  
BY City of WA  
Jan 5 2 49 PM '01

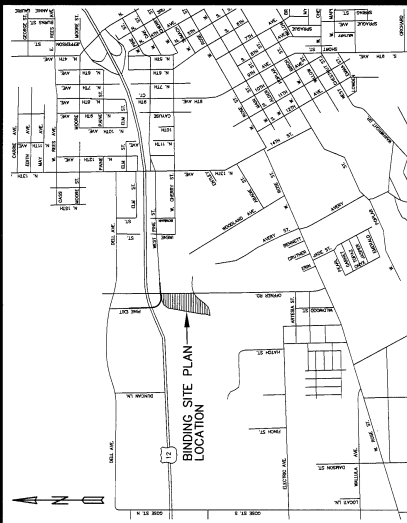
KAREN MARTIN  
COUNTY AUDITOR

VOL. 306 PAGE 1552

VOL. 306 PAGE 2044

# RECORD OF SURVEY OF BINDING SITE PLAN

LOCATED IN THE SE 1/4 OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 35 EAST, W.M., WALLA WALLA COUNTY, WASHINGTON



VICINITY MAP

001.2263

0100137

## BASIS OF BEARING

N01°56'55"W ALONG THE EAST LINE OF THE SE 1/4 OF THE SE 1/4 BETWEEN THE FOUND 1/4" REBAR AT THE S1/16 CORNER AND THE FOUND 3/4" PIPE AT THE SOUTHEAST SECTION CORNER.

## EQUIPMENT USED

LEICA TC 1100 TOTAL STATION  
(STANDARD DEVIATION OF ACCURACY 2MM+2PPM)

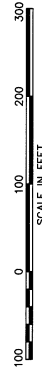
## METHOD OF SURVEY

CLOSED LOOP TRAVERSE AND RADIAL TIES, WITH A CLOSURE BEFORE ADJUSTMENT THAT MEETS OR EXCEEDS STATE MAC 332-130-090 REQUIREMENTS FOR BOUNDARY SURVEYS OF THIS TYPE.

## LEGEND

- FOUND MONUMENT AS NOTED, MARCH 1, 2000
- SET 5/8" REBAR WITH PLASTIC CAP MARKED
- SET 5/8" REBAR WITH PLASTIC CAP MARKED
- FOUND 1/2" REBAR W/ TAG L5 21398, MARCH 28, 2000
- CALCULATED POINT ONLY
- { } DATA FROM WARRANTY DEED FILED IN VOL. 231, PAGE 0218-0221, RECORDS OF WALLA WALLA CO.
- [ ] DATA FROM RECORD OF SURVEY FILED IN VOL. 4, PAGE 152, RECORDS OF WALLA WALLA CO.
- ( ) DATA FROM RECORD OF SURVEY FILED IN VOL. 6, PAGE 26, RECORDS OF WALLA WALLA CO.

\* Re-recorded to second bearing  
Concurrently with Survey



524 17N R35E

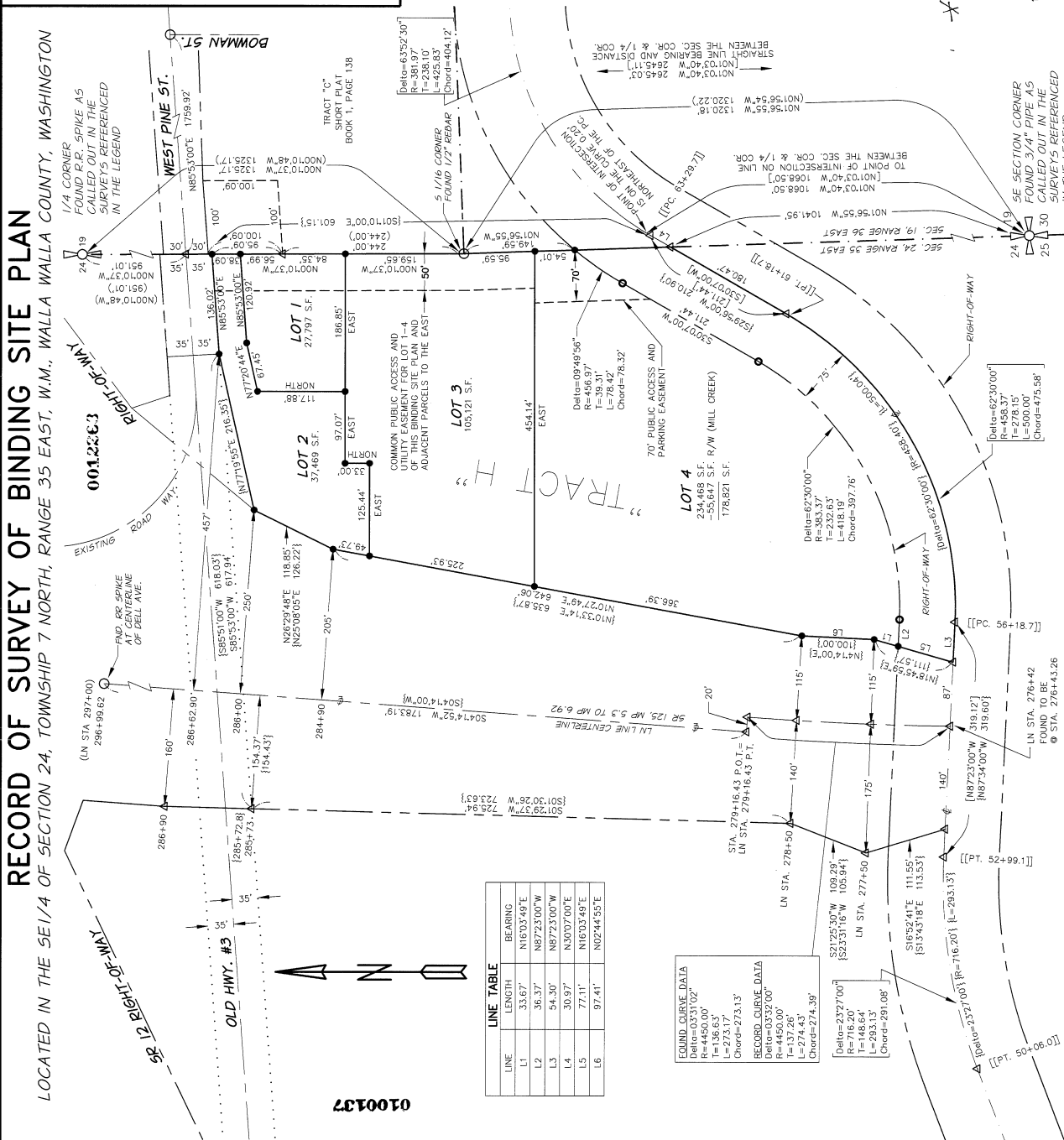
## RECORD OF SURVEY OF BINDING SITE PLAN A PORTION OF SEC. 24, T.7N., E.35E., W.M. WALLA WALLA COUNTY, WASHINGTON

FILE NAME: WACONSTRUCTION-AND-1.DWG  
XREF FILE: WACONSTRUCTION-1.DWG

SCALE: 1" = 100'  
DATE: AUGUST 2000  
JOB NO: W7007-61

**Anderson**  
SURVEYING & ENGINEERING, INC.  
1400 1ST AVENUE, WALLA WALLA, WA 99060

SHEET **1/3**



AUGUST 2000  
FILED FOR RECORD THIS 29th DAY OF AUGUST 2000  
AT 1:55 PM. IN BOOK OF TOWNSHIP PAGE 237 AT THE REQUEST  
OF ANDERSON-PERRY & ASSOCIATES, INC.  
J. 524 P



SURVEYOR'S CERTIFICATE  
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AND AT THE REQUEST OF A & A CONSTRUCTION AND DEVELOPMENT.

LEROY WAGGONER, PLS 34152  
214 E. BIRCH  
P.O. BOX 1667  
WALLA WALLA, WA 99062

DATE 7-31-00

COUNTY AUDITOR

# RECORD OF SURVEY OF BINDING SITE PLAN

LOCATED IN THE SE1/4 OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 35 EAST, W.M., WALLA WALLA COUNTY, WASHINGTON

## DECLARATION:

WE, THE UNDERSIGNED OWNERS OF THE LAND HEREIN DESCRIBED, MAKE A SUBDIVISION, GRAPHICALLY REPRESENTED BY THE ATTACHED BINDING SITE PLAN. THE BINDING SITE PLAN IS MADE WITH THE FREE CONSENT OF AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS.

RANDALL C. GRUZINSKI AND NANCY A. GRUZINSKI, HUSBAND AND WIFE:

Randall C. Gruzinski 8-2-00 DATE August 2, 2000  
NANCY A. GRUZINSKI

STATE OF WASHINGTON }  
COUNTY OF WALLA WALLA }

ON THIS DAY PERSONALLY APPEARED BEFORE ME RANDALL C. GRUZINSKI TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN FOREGOING INSTRUMENT AS A MEMBER OF VOLUNTARY ACT AND DEED, FOR THE USES AND PROPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 2 DAY OF AUGUST, 2000.



Umiuia G. Gruzinski  
NOTARY PUBLIC AND FOR THE  
STATE OF WASHINGTON, RESIDING  
AT MILTON-FREEMAN, OR

STATE OF WASHINGTON }  
COUNTY OF WALLA WALLA }

ON THIS DAY PERSONALLY APPEARED BEFORE ME NANCY A. GRUZINSKI TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN FOREGOING INSTRUMENT AS A MEMBER OF VOLUNTARY ACT AND DEED, FOR THE USES AND PROPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 2 DAY OF AUGUST, 2000.



Umiuia G. Gruzinski  
NOTARY PUBLIC AND FOR THE  
STATE OF WASHINGTON, RESIDING  
AT MILTON-FREEMAN, OR

## APPROVALS:

SITE PLAN REVIEW COMMITTEE

EXAMINED AND APPROVED THIS 11th DAY OF December, 2000.

Robert Chertan  
DIRECTOR

CITY ENGINEER

EXAMINED AND APPROVED THIS 11th DAY OF December, 2000.

Marlin D. Brinkley  
WALLA WALLA CITY ENGINEER

## TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOK AND RECORDS OF MY OFFICE, HAVE BEEN FULL PAID AND DISCHARGED, INCLUDING 2000 TAXES, THIS 29th DAY OF December, 2000.

Debra D. Smith  
TREASURER, WALLA WALLA COUNTY

0012263

## LEGAL DESCRIPTION

### "TRACT H"

LEGAL DESCRIPTION FROM WARRANTY DEED FILED IN VOL. 231, PAGE 0218-02221, AF#9565519, RECORDS OF WALLA WALLA COUNTY, WASHINGTON.  
GRANTEE: RANDALL C. GRUZINSKI AND NANCY A. GRUZINSKI, HUSBAND AND WIFE.

THAT PORTION OF THE FOLLOWING DESCRIBED TRACTS EASTERLY OF THAT TRACT HAVING BEEN CONDEMNED FOR HIGHWAY PURPOSES BY THE STATE OF WASHINGTON UNDER WALLA WALLA COUNTY SUPERIOR COURT CAUSE NO. 64477 TO WIT:

0100137

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH AND SOUTH CENTERLINE OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN, WITH THE SOUTHERLY RIGHT-OF-WAY LINE STATE HIGHWAY #3, AND RUN THENCE NORTH 85°10'00" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 400.00 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE NORTH 85°10'00" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 228.134 FEET TO ITS INTERSECTION WITH THE EAST LINE OF SAID SECTION 24; THENCE SOUTH 1°10'00" EAST, ALONG SAID EAST LINE OF 601.15 FEET TO THE CENTERLINE OF MILL CREEK; THENCE ALONG THE CENTERLINE OF MILL CREEK TO THE FOLLOWING COURSES: SOUTH 29°56'00" WEST, 210.90 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 458.40 FEET AND A CENTRAL ANGLE OF 62°30'00", SAID CURVE BEING TANGENT TO THE PRECEDING COURSE, A DISTANCE OF 500.04 FEET; THENCE NORTH 87°34'00" WEST, 519.60 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 716.20 FEET AND A CENTRAL ANGLE OF 23°27'00", SAID CURVE BEING TANGENT TO THE PRECEDING COURSE, A DISTANCE OF 293.13 FEET; THENCE SOUTH 68°59'00" WEST, 114.20 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 573.70 FEET AND A CENTRAL ANGLE OF 42°27'00", SAID CURVE BEING TANGENT TO THE PRECEDING COURSE, A DISTANCE OF 424.05 FEET; THENCE NORTH 68°40'00" WEST, 255.20 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 716.20 FEET AND A CENTRAL ANGLE OF 30°59'07", SAID CURVE BEING TANGENT TO THE PRECEDING COURSE, A DISTANCE OF 363.15 FEET TO A POINT IN A LINE PARALLEL TO AND 400.00 FEET NORTH 85°10'00" EAST OF THE AFORESAID NORTH-SOUTH CENTERLINE OF SECTION 24; THENCE LEAVE THE CENTERLINE OF MILL CREEK AND RUN THENCE NORTH 1°44'16" WEST, ALONG SAID PARALLEL LINE 788.42 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION HAVING BEEN CONDEMNED FOR HIGHWAY PURPOSES BY THE STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS: BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) LN 276+42 ON THE LN LINE CENTERLINE SOUTH 5°30'00" WEST 6.92, WALLA WALLA VICINITY: MILL CREEK TO MALLAN ROAD AND 140.00 FEET WESTERLY THEREFROM, THENCE EASTERLY TO A POINT OPPOSITE SAID STATION AND 87.00 FEET EASTERLY THEREFROM, THENCE NORTH 1°15'00" EAST, 111.57 FEET TO A POINT OPPOSITE HES LN 277+50 AND 115.00 FEET EASTERLY MEASURED AT RIGHT ANGLES THEREFROM; THENCE NORTH 4°14'00" EAST PARALLEL TO SAID LN LINE CENTERLINE 100.00 FEET, TO A POINT OPPOSITE HES LN 278+50, THENCE NORTH 10°33'14" EAST, 635.87 FEET TO A POINT OPPOSITE HES LN 284+90 AND 205.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES THEREFROM; THENCE NORTH 25°08'05" EAST, 126.22 FEET TO A POINT OPPOSITE HES LN 286+00 AND 250.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES THEREFROM; THENCE NORTH 77°19'55" EAST, 216.35 FEET TO A POINT OPPOSITE HES LN 286+62.90 AND 457.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, THEREFROM; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF "OLD" PRIMARY STATE HIGHWAY #3; THENCE SOUTH 85°5'10" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 618.03 FEET TO A POINT OPPOSITE HES LN 285+72.80 AND 154.43 FEET WESTERLY, MEASURED AT RIGHT ANGLES THEREFROM; THENCE SOUTH 1°30'28" WEST, 723.63 FEET TO A POINT OPPOSITE HES LN 278+50 AND 140.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, THEREFROM; THENCE SOUTH 23°31'16" WEST, 105.94 FEET TO A POINT OPPOSITE HES LN 277+50 AND 175.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES THEREFROM, THENCE SOUTH 13°43'18" EAST, 113.53 FEET TO THE POINT OF BEGINNING.

## NOTE:

THIS SURVEY AND THE DEVELOPER AGREEMENT RECORDED CONCURRENTLY HERewith UNDER WALLA WALLA COUNTY RECORDING NO. 0700136 ARE DEPENDENT ON ONE ANOTHER AND TOGETHER CONSTITUTE THE BINDING SITE PLAN SUBDIVISION.



RECORD OF SURVEY OF BINDING SITE PLAN  
A PORTION OF SEC. 24, T.7N., E.35E., W.M.  
WALLA WALLA COUNTY, WASHINGTON

FILE NAME: WAWA00137-000202.DWG

FIRM: A & A CONSTRUCTION	
SCALE: 1" = 100'	SHEET 2/3
DATE: AUGUST 2000	
JOB NO: W7007-61	

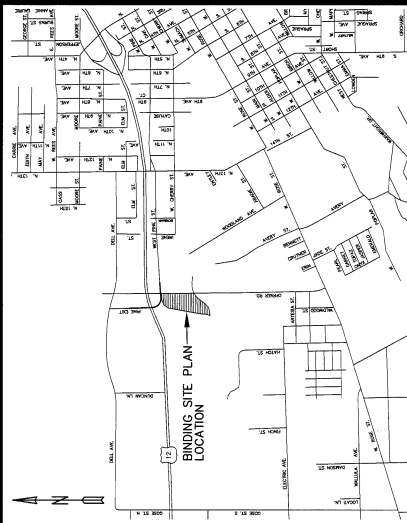


ENGINEERING • SURVEYING • MATERIALS TESTING  
14000 N. WALLA WALLA, WA. LEMONTON, ID.



# RECORD OF SURVEY OF BINDING SITE PLAN

LOCATED IN THE SE 1/4 OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 35 EAST, W.M., WALLA WALLA COUNTY, WASHINGTON



VICINITY MAP

## BASIS OF BEARING

N01°56'55"W ALONG THE EAST LINE OF THE SE 1/4 OF THE SE 1/4 BETWEEN THE FOUND 1/4" REBAR AT THE S1/16 CORNER AND THE FOUND 3/4" PIPE AT THE SOUTHEAST SECTION CORNER.

## EQUIPMENT USED

LEICA TC 1100 TOTAL STATION  
(STANDARD DEVIATION OF ACCURACY 2MM+2PPM)

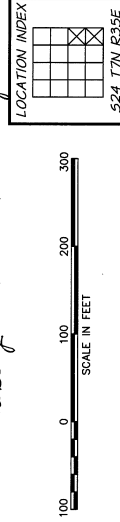
## METHOD OF SURVEY

CLOSED LOOP TRAVERSE AND RADIAL TIES, WITH A CLOSURE BEFORE ADJUSTMENT THAT MEETS OR EXCEEDS STATE MAC 332-130-090 REQUIREMENTS FOR BOUNDARY SURVEYS OF THIS TYPE.

## LEGEND

- FOUND MONUMENT AS NOTED, MARCH 1, 2000
- SET 5/8" REBAR WITH PLASTIC CAP MARKED  
APA L5 3/4" 152, DATE: MARCH 8, 2000, JULY 28, 2000
- FOUND 1/2" REBAR W/TAG L5 21398, MARCH 28, 2000  
CALCULATED POINT ONLY
- { } DATA FROM WARRANTY DEED FILED IN VOL. 231,  
PAGE 0218-0221, RECORDS OF WALLA WALLA CO.
- [ ] DATA FROM RECORD OF SURVEY FILED IN VOL. 4,  
PAGE 152, RECORDS OF WALLA WALLA CO.
- ( ) DATA FROM RECORD OF SURVEY FILED IN VOL. 6,  
PAGE 26, RECORDS OF WALLA WALLA CO.

\* Re-recorded to second bearing  
concurrently with survey



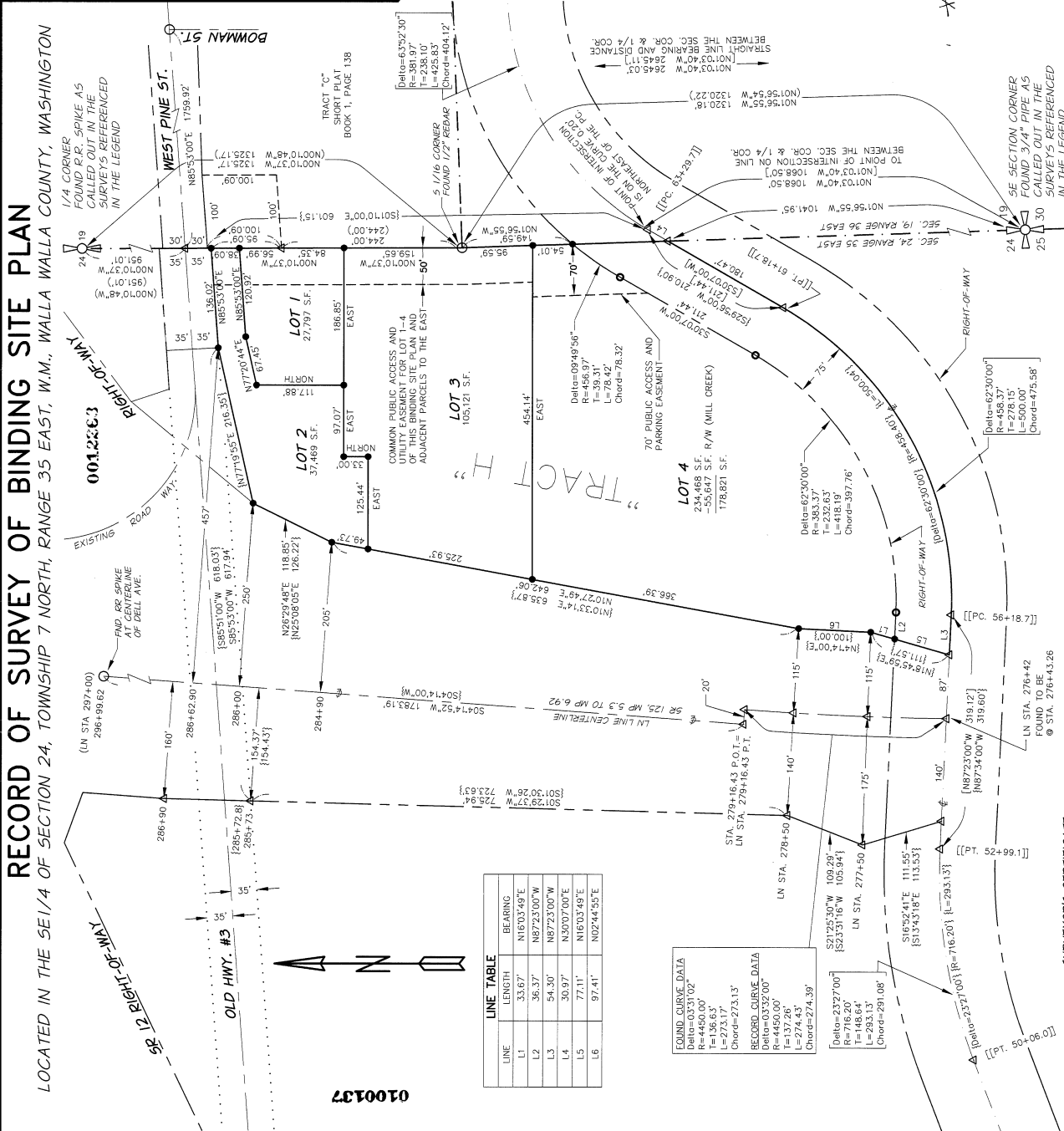
RECORD OF SURVEY OF BINDING SITE PLAN  
A PORTION OF SEC. 24, T.7N., E.35E., W.M.  
WALLA WALLA COUNTY, WASHINGTON

FILE NAME: WAWA\ACONSTR\SET-2\AND01.DWG  
XREF FILE: WAWA\ACONSTR\BASE.DWG

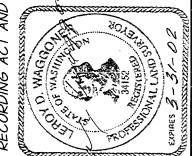
SCALE: 1" = 100'  
DATE: AUGUST 2000  
JOB NO: W7007-61

**anderson**  
SURVEYING & ENGINEERING, INC.  
1400 1ST AVE. S.E. WALLA WALLA, WA 99060

SHEET 1/3



AUDITOR'S CERTIFICATE  
FILED FOR RECORD THIS 29th DAY OF AUGUST 2000  
AT 1:55 PM. IN BOOK OF TOWNSHIP PAGE 237 AT THE REQUEST  
OF ANDERSON-PERRY & ASSOCIATES, INC. 109



SURVEYOR'S CERTIFICATE  
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AND AT THE REQUEST OF A & A CONSTRUCTION AND DEVELOPMENT.

LEROY WAGGONER, PLS 34152  
214 E. BIRCH  
P.O. BOX 1667  
WALLA WALLA, WA 99062  
DATE 7-31-00

COUNTY AUDITOR  
*Debra J. Hays*