

RECORDED AT THE REQUEST OF AND
AFTER RECORDING MAIL TO:
Kathryn R. McKinley
Paine Hamblen LLP
717 W. Sprague Ave, Ste 1200
SPOKANE, WA 99201

Grantors: PHASE FIVE DEVELOPMENT, LLC, a Washington limited liability company
THE VILLAGES OF GARRISON CREEK MASTER PROPERTY
MANAGEMENT ASSOCIATION, a Washington nonprofit corporation

Grantees: THE VILLAGES OF GARRISON CREEK MASTER PROPERTY
MANAGEMENT ASSOCIATION, a Washington nonprofit corporation
PHASE FIVE DEVELOPMENT, LLC, a Washington limited liability company

Abbreviated Legal: Phase I, II, and V through X of The Villages at Garrison Creek Planned Unit
Full Legal on Developments and Ptn. Lot D of Short Plat recorded in Volume 2 of Short Plats
Exhibits A & C at Page 163

Tax Parcel Numbers: 35-07-36-79-0001 through 35-07-36-79-0019
35-07-36-82-0001 through 35-07-36-82-0024
35-07-36-92-0001 through 35-07-36-92-0027
35-07-36-96-0001 through 35-07-36-96-0047
35-07-36-88-0001 through 35-07-36-88-0045
35-07-36-04-0001 through 35-07-36-04-0031
35-07-36-68-0001 through 35-07-36-68-0039
35-07-36-49-0001 through 35-07-36-49-0019

ROAD EASEMENT AND MAINTENANCE AGREEMENT

This Road Easement and Maintenance Agreement (the "Agreement") is made effective as of the 17th day of September, 2018 ("Effective Date") by and between Phase Five Development, LLC, a Washington limited liability company and The Villages Of Garrison Creek Master Property Management Association, a Washington nonprofit corporation.

Recitals

- A. Phase Five Development, LLC (also referred to herein as "PFD") is the owner of the following real property located in Walla Walla County, Washington legally described on **Exhibit A** attached to this Agreement (the "PFD Property").
- B. The Villages of Garrison Creek Master Property Management Association (also referred to herein as "the MPMA") is the owner of certain real property constituting the private roads and roadway areas, and associated systems and amenities, within The Villages of Garrison Creek Planned Unit Development (the "PUD"), including Garrison Village Way which is the subject of this Agreement and is legally described on **Exhibit B** attached to this Agreement (the "Road").

ROAD EASEMENT AND MAINTENANCE AGREEMENT- PAGE 1



- C. All properties included in the PUD Plats of record are served by the Road, including the PFD Property, and are subject to the Restated Declaration of Covenants, Conditions and Restrictions of The Villages of Garrison Creek recorded on September 18, 2002, under Walla Walla County, Washington Auditor's File No. 2002-10482 (the "Covenants"), except for those properties removed from the MPMA and the Covenants by an Amendment to the Covenants from time to time. The property within the MPMA is described in **Exhibit C** attached to this Agreement.
- D. In conjunction with PFD withdrawing the PFD Property from the MPMA and from the Covenants, the parties to this Agreement (the "Parties") wish to establish an arrangement for use and for maintenance, improvement, and repair of the Road as required, and to establish responsibility, financial and otherwise, for such Maintenance (the "Road Expenses").

Agreement

For good and valuable consideration of mutual benefit and the promises in this Agreement, the sufficiency of which is hereby acknowledged by both parties, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated into this Agreement as if fully set forth herein.

2. Grants of Easement.

a. The Villages of Garrison Creek Master Property Management Association, as Grantor, hereby grants, sells, and conveys to Phase Five Development, LLC, as Grantee, a non-exclusive perpetual easement over, upon and across the Road for the purpose of providing Grantee and its successors and assigns access to the PFD Property and all lots developed thereon (the "Easement").

b. Phase Five Development, LLC, as Grantor, hereby grants, sells, and conveys to The Villages of Garrison Creek Master Property Management Association, as Grantee, a non-exclusive perpetual easement over, upon and across the "PFD Road Property" legally described in **Exhibit D** attached hereto for the purpose of providing Grantee and its members, their successors and assigns, ingress and egress over the Road.

2.1 Easement to Be Free From Obstructions. No fence, gate, or other barrier may be erected or permitted within or across the Easement which would prevent or obstruct the passage of pedestrian or vehicular travel, provided, however that the foregoing shall not prohibit the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with construction, reconstruction, repair and maintenance of the Road. All such work will be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Easement.

3. Maintenance of Roads.

3.1 Responsibility and Scope. The MPMA shall be responsible for maintenance, improvement, and repair of the Road. Such maintenance and repair includes those items listed in **Exhibit E** attached hereto. The MPMA shall use a cost accounting procedure that accurately separates expenses specific to the Road, to the extent possible. Expenses that cannot be readily separated between the Road and other MPMA areas, such as the irrigation system water usage shall be allocated by determining the overall square footage to which such expenses apply and prorating a portion of such expense to the Road based on the square footage of the Road area to which such expenses apply.

3.1.1 Repair by PFD During Construction. Notwithstanding the preceding paragraph 3.1, PFD shall be responsible for making timely repairs to the Road for damages caused by PFD, its agents, contractors, subcontractors and suppliers during any construction on the PFD Property. Such repairs shall be made within a reasonable period of time after completion of the applicable construction activity.

3.2 Road Maintenance Budget Committee. A Road Maintenance Budget Committee (the "RMBC") is hereby established, consisting of three (3) members selected as follows: (a) one member appointed from PUD phases that are not part of the MPMA; (b) one member appointed from PUD phases that are part of the MPMA; and (c) one member selected by the first two RMBC members. Jim Hall shall be the initial third member of the RMBC. In the event Mr. Hall resigns, is removed by both of the other members of the RMBC,

ROAD EASEMENT AND MAINTENANCE AGREEMENT- PAGE 2



or is unable to fulfill his duties on the RMBC, the remaining two (2) members shall appoint a new third member. The RMBC's duty is to establish, by majority vote, the annual budget for the maintenance items set forth in Exhibit E. The road budget for the following calendar year established by the RMBC shall be completed no later than October 15 of each year, so that it may be timely submitted to the MPMA Board for submission to the MPMA owners for ratification at their annual meeting. The budget, so ratified, shall establish the Road Expenses to be apportioned in accordance with Section 3.4 below.

3.2.1 Non-Ratification. If the Road Expense budget submitted in any year is not ratified by the MPMA owners, whether the budget is rejected by the Board of the MPMA or by the owners, then the RMBC and Board of the MPMA shall attempt to resolve the issues causing the rejection. If the RMBC and the Board are unable to resolve the issues, then the Dispute Resolution provisions set forth in Section 4.3 below shall apply.

3.3 Road Expense. In January of each year, the MPMA will prepare an accounting of actual costs incurred for the immediately preceding year ended December 31 which are specific to or allocated to the maintenance of the Road and identified Exhibit E. In July of each year, the MPMA will prepare the same type of accounting for actual costs incurred from January 1 through June 30 of the current year. These accountings will be provided to the RMBC for review and use in preparing the following year's budget as set forth in Section 3.2 above.

3.4 Apportionment of Road Expense. Road Expenses shall be apportioned pro rata between the MPMA and the PFD Property based on the number of lots, or in the case of a lot containing multi-family housing, living units. Within the PFD Property only lots or living units which have been sold by PFD, other than in a bulk sale of all remaining lots and living units to another developer, shall be included in the apportionment computation. In case of a bulk sale to another developer, the new developer shall step into the shoes of PFD for purposes of this Agreement. Each lot and living unit subject to assessment for Road Expense is referred to in this Agreement as an "Assessable Property." It is understood and agreed that the PFD Property consists of currently vacant land with little to no impact on the Road. Therefore, there will be no Road Expense assessments charged to the PFD Property until PFD sells any lot or develops and sells or rents any living unit. Any lots sold by PFD and any living units developed and sold or rented by PFD shall be assessed Road Expenses from the date of recording of the Deed to such lot or living unit, or in the case of a rental, the date of commencement of any such rental.

3.5 Assessment Billings. Once the budget for Road Expense has been ratified, the MPMA shall calculate the Road Expense Assessments for the PFD Property for the budgeted year in accordance with Section 3.4 above. If ratification of the Road Expense is delayed for any reason, then the Road Expense Assessment for the immediately preceding year will be used until the ratification is completed at which time the Road Expense Assessment for the current year will be adjusted to incorporate the ratified Road Expense. The MPMA will send Road Expense Assessment billings to the PFD Properties on March 1 of each year. MPMA properties are assessed and billed by the MPMA in accordance with the MPMA's established procedures and in accordance with the Covenants and other governing documents..

3.5.1 Unexpected Road Expenses. From time to time, Road maintenance and repair expenses not anticipated in the budget, but within the categories set forth in Exhibit E, may occur ("Special Road Expenses"). Upon approval of such Special Road Expenses by the RMBC, the MPMA will issue Special Road Expense Assessments to the PFD Properties, apportioned in accordance with Section 3.4 above. The RMBC shall act to approve or reject the Special Road Expenses within 30 days of receipt of detail supporting such expenses. If the RMBC rejects the assessment, it shall detail the reasons for its rejection in writing to the MPMA. If the MPMA and the RMBC are unable to resolve the reasons for the rejection, then the Dispute Resolution procedures set forth in Section 4.3 below shall apply. MPMA properties will be assessed in accordance with the MPMA's established procedures and in accordance with the Covenants and other governing documents.

3.6 Payment of Assessments. Non-MPMA owners of lots or living units shall pay the amount of the Road Expense Assessments in equal quarterly payments over the course of the calendar year for which the Road Expense Assessments are due and shall be payable no later than the 25th of each of the following months: March, June, September, and December. Road Expense Assessments not paid timely will be subject



to late charges, interest charges, and collection procedures as established by the Board of the MPMA in accordance with the Declaration. For the year in which a Non-MPMA lot or living unit is sold by PFD or a successor developer and first becomes an Assessable Property, Road Expense Assessments will be pro-rated at closing date based on the number of months in the year following such closing.

3.6.1 Payment of Special Assessments. Non-MPMA owners of lots or living units shall pay the amount of the Special Road Expense Assessments within 30 days of receipt of an invoice therefor from the MPMA. Special Road Expense Assessments not paid timely will be subject to late charges, interest charges, and collection procedures as established by the Board of the MPMA in accordance with the Declaration.

3.7 Lien. The amount of the Road Expense Assessments levied in accordance with this Agreement, together with any late charges and interest accruing on any delinquent assessment and costs of collection, including reasonable attorneys' fees whether or not a suit to collect is actually commenced, are a lien upon the real property (each lot or living unit, as applicable) against which the Road Expense Assessment is levied effective as of the date the Road Assessment is made. The MPMA may record a notice of lien at any time in its sole discretion. The MPMA may also file a suit to recover a delinquent Road Expense Assessment and related fees, interest and costs as set forth in this Paragraph without foreclosing or waiving the lien. This lien may be foreclosed by the same method as a mortgage.

4. Miscellaneous.

4.1 Binding on Successors. This Agreement shall be recorded in the official records of Walla Walla County, Washington, and is binding on the heirs, successors, administrators, executors and assigns of the Parties hereto. This Agreement runs with the land.

4.2 Notices. All notices, demands and requests required or desired to be given under this Agreement must be in writing and will be effectively given when (a) delivered to the person to whom addressed, or (b) three (3) days after deposit with United States Postal Service, postage prepaid. The addresses to which notice shall be given are the addresses of record with the Walla Walla County Assessor unless a different address has been provided, in writing and in accordance with this Paragraph, by any Party or owner of real property affected.

4.3 Dispute Resolution.

4.3.1 Mediation. In the event of a dispute between the Parties, arising in any way out of this Agreement, any Party to the dispute may request mediation by providing written notice to the other Party or Parties involved in the dispute. Within 10 days after such notice is given in accordance with Paragraph 4.2 above, the Parties involved in the dispute shall select a mediator. If the parties cannot agree on a mediator within 10 days, , then each shall select a mediator within an additional 10 days, and the mediators so selected shall select the mediator who will mediate the case. Mediation shall be scheduled within 30 days of the initial request, or 40 days if the Parties do not initially agree on a mediator. If one or more Parties fail to select a mediator, the Party requesting mediation may select the mediator. The cost of mediation shall be shared equally by the Parties.

4.3.2 Binding Arbitration. If mediation fails, any Party may request binding arbitration by providing written notice to the other Party or Parties involved. Within 10 days after such notice is given in accordance with Paragraph 4.2 above, the Parties shall select an arbitrator. If the Parties cannot agree on an arbitrator within 10 days, then each shall select an arbitrator within an additional 10 days, and the arbitrators shall select the arbitrator who will hear the case. Binding arbitration shall be scheduled within 30 days of the initial request, or within 40 days if the Parties do not initially agree on an arbitrator. If one or more Parties fail to select an arbitrator, the Party requesting arbitration may select the arbitrator. The arbitration shall be conducted in Walla Walla County, Washington under such rules as the arbitrator determines. The results of the arbitration shall be enforceable by judgment in the Superior Court of the State of Washington for Walla Walla County or in the Federal District Court for the Eastern District of Washington. As an initial matter, each party shall pay a pro-rata share of the arbitration determined solely by the number of



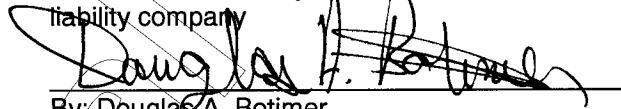
Parties participating in the arbitration, regardless of the number of lots or living units owned by each Party; provided, however, that the substantially prevailing Party or Parties, as determined by the arbitrator, shall be entitled to recover its reasonable expenses and costs, including but not limited to attorney fees and costs of the arbitrator or arbitrators, and of the arbitration. The arbitrator shall determine the amount of such expenses and costs to be awarded to the substantially prevailing Party or Parties. The decision of the arbitrator shall be set forth in writing, stating the findings of fact and conclusions of law on which it is based, and shall be supported by applicable law.

4.4 **Waiver.** Failure of any Party to insist upon the performance of any of the terms or conditions of this Amendment, or a Party's waiver of any breach of any of the terms or conditions of this Amendment, is effective only as to the breach then existing. Such failure or waiver does not constitute a waiver of any other or future breach, and all terms and conditions will continue in full force and effect.

4.5 **Term.** This Agreement shall remain in full force and effect until mutually terminated by the Parties.

DONE as of the date first set forth above.

Phase Five Development, LLC, a Washington limited liability company



By: Douglas A. Botimer
Title: Manager

The Villages of Garrison Creek Master Property Management Association, a Washington nonprofit corporation



By: Dick Cook
Title: President

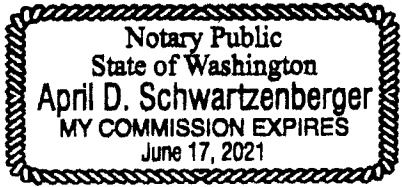
STATE OF WASHINGTON)



County of Walla Walla) : ss.

I certify that I know or have satisfactory evidence that **Douglas A. Botimer** is the person who appeared before me and acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Manager of Phase Five Development, LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/5/18, ~~2017~~.

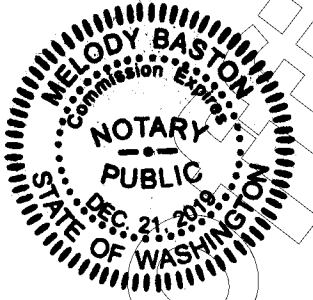


April D. Schwartzberger
Print Name: April D. Schwartzberger
NOTARY PUBLIC in and for the State of Washington, residing at Liberty Lake
My commission expires: 6/17/21

STATE OF WASHINGTON) : ss.
County of Walla Walla)

I certify that I know or have satisfactory evidence that Dick Cook is the person who appeared before me and acknowledged that he/she signed the instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the PRESIDENT of **The Villages of Garrison Creek Master Property Management Association** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/17, ¹⁸, 2017.



Melode Boston
Print Name: Melode Boston
NOTARY PUBLIC in and for the State of Washington, residing at Baker Bay
My commission expires: 12/21/2019

EXHIBIT A

Legal Description of PFD Property

Segregation Lots 4 and 5 according to the survey recorded for segregation purposes on September 13, 2006, in Book 10 of Plats at Page 56 under Auditor's File No. 2006-11053, records of Walla Walla County, State of Washington.

Unofficial Copy



EXHIBIT B

Legal Description of the Road

Garrison Village Way as shown on the following Plats:

Villages of Garrison Creek Planned Unit Development, Amended Final Plat, Phase I, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-28 as Auditor's File No. 9702094, records of Walla Walla County, State of Washington; and

Villages of Garrison Creek Planned Unit Development Phase II Final Plat according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-45 as Auditor's File No. 9809534, records of Walla Walla County, State of Washington; and

Villages of Garrison Creek Planned Unit Development Phase III, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-43 as Auditor's File No. 9809534, records of Walla Walla County, State of Washington; and

Phase IV of Villages of Garrison Creek Planned Unit Development recorded November 4, 1999 in Volume 6 of Roll Files at Page B-60 as Auditor's File No. 9912668, records of Walla Walla County, State of Washington; and

Villages of Garrison Creek Planned Unit Development Phase V Final Plat according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-57 as Auditor's File No. 9909525, official records of Walla Walla County, State of Washington; and

Villages of Garrison Creek Planned Unit Development Phase VI, according to the official plat thereof recorded October 17, 2000 in Volume 6 of Roll Files at Page C-5 as Auditor's File No. 0009959, records of Walla Walla County, State of Washington; and

Phase VII of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 27, 2003 in Book 6 of Plats at Page 29 under Auditor's File No. 2003-04172, records of Walla Walla County, State of Washington; and

Phase VIII of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on August 10, 2010, in Book 7 of Plats at Page 54 under Auditor's File No. 2010-06177, records of Walla Walla County, State of Washington; and

Phase IX of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on September 2, 2015, in Book 7 of Plats at Page 81 under Auditor's File No. 2015-07745, records of Walla Walla County, State of Washington; and

Phase X of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 22, 2005, in Book 7 of Plats at Page 6 under Auditor's File No. 2005-03242, records of Walla Walla County, State of Washington.

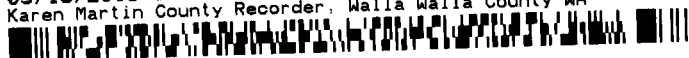


EXHIBIT C

Legal Description Villages of Garrison Creek Planned Unit Development

Lots 1 through 19 of Phase I of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded ON March 11, 1997, in Volume 6 of Roll Files at Page B-28 under Auditor's File No. 9702094, records of Walla Walla County, Washington; and

Lots 20 through 43 of Phase II of the final plat of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on August 21, 1998, in Volume 6 of Roll Files at Page B-45 under Auditor's File No. 9809534, records of Walla Walla County, Washington; and

Lots 47 through 73 of Phase V of the final plat of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on August 13, 1999, in Volume 6 of Roll Files at Page B-57 under Auditor's File No. 9909525, records of Walla Walla County, Washington; and

Lots 74 through 114 of Phase VI of the final plat of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on October 17, 2000, in Volume 6 of Roll Files at Page C-5 under Auditor's File No. 0009959, records of Walla Walla County, Washington; and

Lots 114 through 156 of Phase VII of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 27, 2003 in Book 6 of Plats at Page 29 under Auditor's File No. 2003-04172, records of Walla Walla County, State of Washington; and

Lots 174 through 204 of Phase VIII of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on August 10, 2010, in Book 7 of Plats at Page 54 under Auditor's File No. 2010-06177, records of Walla Walla County, State of Washington; and

Lots 1 through 39 of Phase IX of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on September 2, 2015, in Book 7 of Plats at Page 81 under Auditor's File No. 2015-07745, records of Walla Walla County, State of Washington; and

Lots 255 through 273 of Phase X of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 22, 2005, in Book 7 of Plats at Page 6 under Auditor's File No. 2005-03242, records of Walla Walla County, State of Washington; and

Lot D of Short Plat recorded on October 31, 1991 in Volume 2 of Short Plats at Page 163 under Auditor's File No. 9107738, records of Walla Walla County, Washington; EXCEPTING THEREFROM the following described property:

- 1) Lots 1 through 19 of Villages of Garrison Creek Planned Unit Development, Amended Final Plat, Phase I, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-28 as Auditor's File No. 9702094, records of Walla Walla County, State of Washington; and



- 2) Lots 20 through 43 of the Villages of Garrison Creek Planned Unit Development Phase II Final Plat according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-45 as Auditor's File No. 9809534, records of Walla Walla County, State of Washington; and
- 3) Villages of Garrison Creek Planned Unit Development Phase III, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-43 as Auditor's File No. 9809534, records of Walla Walla County, State of Washington; and
- 4) Phase IV of Villages of Garrison Creek Planned Unit Development recorded November 4, 1999 in Volume 6 of Roll Files at Page B-60 as Auditor's File No. 9912668, records of Walla Walla County, State of Washington; and
- 5) Lots 47 through 73 of the Villages of Garrison Creek Planned Unit Development Phase V Final Plat according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-57 as Auditor's File No. 9909525, official records of Walla Walla County, State of Washington; and
- 6) Lots 74 through 114 of the Villages of Garrison Creek Planned Unit Development Phase VI, according to the official plat thereof recorded October 17, 2000 in Volume 6 of Roll Files at Page C-5 as Auditor's File No. 0009959, records of Walla Walla County, State of Washington; and
- 7) Lots 114 through 156 of Phase VII of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 27, 2003 in Book 6 of Plats at Page 29 under Auditor's File No. 2003-04172, records of Walla Walla County, State of Washington; and
- 8) Lots 174 through 204 of Phase VIII of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on August 10, 2010, in Book 7 of Plats at Page 54 under Auditor's File No. 2010-06177, records of Walla Walla County, State of Washington; and
- 9) Lots 1 through 39 of Phase IX of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on September 2, 2015, in Book 7 of Plats at Page 81 under Auditor's File No. 2015-07745, records of Walla Walla County, State of Washington; and
- 10) Lots 255 through 273 of Phase X of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 22, 2005, in Book 7 of Plats at Page 6 under Auditor's File No. 2005-03242, records of Walla Walla County, State of Washington;
- 11) Segregation Lots 4 and 5 according to the survey recorded for segregation purposes on September 13, 2006, in Book 10 of Plats at Page 56 under Auditor's File No. 2006-11053, records of Walla Walla County, State of Washington; and
- 12) Segregation Lot 3 according to the survey recorded for segregation purposes on September 13, 2006, in Book 10 at Page 56 under Auditor's File No. 2006-10053, records of Walla Walla County, State of Washington,

EXCEPT the following:

Lots 1 through 39 of Phase IX of the Villages of Garrison Creek Planned Unit Development according to the official plat thereof recorded on September 2, 2015, in Book 7 of Plats at Page 81 under auditor's File No. 2015-07745, records of Walla Walla County, State of Washington.

- 13) That portion of Segregation Lot 2, according to the survey recorded for segregation purposes on September 13, 2006, in Book 10 at Page 56 under Auditor's File No. 2006-11053, records of Walla Walla County, State of Washington, lying in Taxing District 78 and in Section 31, Township 7 North, Range 36 East W.M., in the City of College Place, Walla Walla County, State of Washington;

EXCEPT the following:

Commencing at the Southwest corner of the United States Military Reserve; thence S 21°24'33" E to the brass cap marking the intersection of Myra Road with the Dalles Military Road, City of Walla Walla, WA; then N 70°02'11" W a distance of 45.63' to the intersection of the North right of way line of S.E. 12th Street with the West right of way line of Myra Road, in the City of College Place, WA, and the True Point of Beginning;

thence S 59°42'56" W along the North right of way line of S.E. 12th Street a distance of 512.34';

thence N 30°17'04" W a distance of 6.00';

thence N 59°42'56" E a distance of 463.17';

thence N 15°18'02" E a distance of 48.99';

thence N 29°06'51" W a distance of 52.89';

thence N 60°53'09" E a distance of 5.00';

thence N 29°06'51" W a distance of 96.69';

thence N 60°53'09" E a distance of 5.00';

thence N 29°06'51" W a distance of 135.90';

thence N 60°53'09" E a distance of 5.00' to a point on the Southwesterly right of way line of Myra Road;

thence S 29°06'51" E along said Myra Road right of way a distance of 325.46' to the true point of beginning having an area of 6614 square feet, 0.152 acres.



EXHIBIT D

That portion of Garrison Village Way lying within Segregation Lot 5 as shown on the survey recorded for segregation purposes on September 13, 2006, in Book 10 of Plats at Page 56 under Auditor's File No. 2006-11053, records of Walla Walla County, State of Washington.

Unofficial Copy

EXHIBIT E

Annual Garrison Village Way Maintenance

(PFD homeowners will pay a prorata share of these expenses as stipulated in the Agreement above)

Mowing, Trimming, Blowing

Fertilizer, Chemical Weed/Insect Control [turf]

Fall Leaf Pick-up

Trimming large trees

Shrub Trimming [Gazebo, Clocktower, Gate surrounds, etc.]

Irrigation – Winterization, Start Up and Inspection, Repairs NOT including pump maintenance/repair costs

Weeding

Snow Removal

College Place city water rate to be used for computation involving water consumption to irrigate all of Garrison Village Way turf, shrubs, trees

Tree/Shrub removal, replacement

"Systemic" treatment for large trees

Electricity [re Street Lights]

Street light Repair, Maintenance [Phases 1-2]

Drainage Inspection & Maintenance

Periodic Expenses (PFD homeowners will be assessed their pro-rate share)

Asphalt Crack Seal

Asphalt Seal Coat or Overlay

Road Maintenance/Repair

Tree Removal, Replacement [in addition to Garrison Village Way annual expenses, when needed]

Sidewalk Repair

Xeriscape landscaping used to save water and maintenance costs

Signage Maintenance/Repair

Accounting Expenses re Garrison Village Way itemized costs



NOTE 1 – Garrison Village Way extends from Larch to east end of Clock Tower Circle and includes 60' strip, including drainage, street lights, asphalt road, trees, sidewalks, turf, irrigation, signage.

NOTE 2 – The City of College Place, Washington owns and maintains the asphalt road around the Clock Tower Circle.

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