



2000-031312
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12/05/2000 03:34P
Benton County

After recording return to:
Elizabeth T. Young, Esq.
135 N. Pennsylvania St. #2700
Indianapolis IN 46204

HH -

CHICAGO TITLE INSURANCE CO.

87430K3/SS

#3

Document Title(s) (or transactions contained therein):

- 1. COVENANTS

Reference number(s) of documents assigned or released:
on page _____ of document

Grantor(s): (Borrowers)

- 1. KISSINGER PROPERTIES

additional names on page _____ of document

Grantee(s): (Beneficiaries)

- 1. COLUMBIA MALL PARTNERSHIP

additional names on page _____ of document

Legal Description:

- 1. Abbreviated: PTNS of NE 31-9-29

2. Full legal description of KISSINGER property is on page 35 of document LEGALS FOR COLUMBIA MALL PARTNERSHIP properties pages 32, 33, 34

Assessor's Property Tax Parcel Account Number(s):

KISSINGER PROPERTY 1 3199 100 0004 000

COLUMBIA MALL PARTNERSHIP PROPERTIES

1 3199 100 0008 000; 0002 000; 0007 000; 0001 000; 0006 001;
0003 000; 0000 600A; 0005 000
1 3199 400 0015 001; 0023 000; 0024 000

COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT
BANK OUTLOT
COLUMBIA CENTER

This Covenants, Conditions and Restrictions Agreement (hereinafter sometimes referred to as the "Agreement") made and entered into as of this 5th day of December, 2000, by and between COLUMBIA MALL PARTNERSHIP, a Delaware general partnership (hereinafter referred to as "Developer") and KISSINGER PROPERTIES, a California general partnership (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property described in Exhibit A attached hereto and made a part hereof (the "Developer's Property"); and

WHEREAS, Owner is the owner of certain real property located adjacent to Developer's Property which it purchased from Developer on December 5, 2000 (hereinafter the "Closing Date"), which property is identified as the Bank Parcel, more particularly described in Exhibit B attached hereto and made a part hereof (the "Parcel"), and is shown for information purposes as of the date hereof on the site plan attached hereto as Exhibit C and made a part hereof; and

WHEREAS, Owner is the landlord under a certain lease of the Parcel which was assigned to it and which it assumed on the Closing Date, and more particularly described as follows:

This document was prepared by and
after recording should be returned to:

Elizabeth T. Young, Esq.
Bose McKinney & Evans LLP
135 North Pennsylvania Street
Suite 2700
Indianapolis, IN 46204



- a. Lease dated September 11, 1968, by and between Realbon Corporation as lessor and King County Building Company as lessee; a short form of which was recorded on November 14, 1968 under Benton County, Washington Auditor's No. 596055;
 - b. as supplemented by Lease Term Agreement dated July 9, 1970 by and between Columbia Shopping Center, Inc. (successor in interest to Realbon Corporation) and King County Building Company;
 - c. as modified by Notice of Change of Name dated September 25, 1972, changing the name of King County Building Company to Commerce Credit Company;
 - d. as modified by Assignment of Lease dated April 26, 1974 from Commerce Credit Company to Benton County Building Co.;
 - e. as modified by transfer from Benton County Building Co. to Columbia Bank N.A. on February 21, 1978;
 - f. as modified by Assignment of Lease dated September 10, 1980 from Columbia Bank N.A. to Peoples National Bank, Inc.;
 - g. as amended by Amendment to Ground Lease dated October 2, 1992, by and between Columbia Mall Partnership, successor in interest to Columbia Shopping Center, Inc. and U.S. Bank of Washington, N.A., successor by merger to Peoples National Bank, Inc.;
 - h. as amended by Second Amendment to Ground Lease dated June 23, 2000 by and between Columbia Mall Partnership and U.S. Bank National Association, successor by merger to U.S. Bank of Washington, N.A., a Washington banking association (hereafter, U.S. Bank National Association, is referred to as "Tenant").
- (collectively, hereinafter referred to as the "Lease").

WHEREAS, Owner may hereafter elect to convey, lease or otherwise transfer, subject to the terms and conditions hereinafter set forth, the Parcel to other persons or entities; and

WHEREAS, by reason of the proximity of the Parcel to Developer's Property, which is part of the shopping center site commonly known as Columbia Shopping Center (the "Center"), Developer and other owners of the property adjacent to, or in close proximity to, the Center have a substantial interest in the development of the Parcel; and



WHEREAS, as a condition to Developer's agreement to sell the Parcel to Owner, the parties have agreed to subject the Parcel to the terms, conditions and provisions of this Agreement in the manner hereinafter set forth.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants hereinafter set forth, the parties, intending to be legally bound, do hereby agree as follows:

1. IMPROVEMENTS TO THE PARCEL

a. Improvements Subject to Developer Approval. Developer and Owner acknowledge and agree that Developer has an interest in the manner in which all property adjacent to or in close proximity to the Center is developed, including the Parcel. Accordingly, Developer shall have the right to review and approve any and all plans for the reconstruction, replacement, remodeling, alteration, addition, installation or modification in which the exterior shall be changed from the original construction (collectively "Reconstruction") of any building or other structures located on the Parcel, exterior signage, lighting, landscaping, access drives, parking areas, utility lines or other improvements (collectively "Improvements") to ascertain that such Improvements are compatible with and will not adversely affect other portions of the Center with respect to, without limitation, matters of signage, utilities, traffic circulation, parking, safety and health hazards, emergency access, landscaping, building height, visibility, curb cuts (including, but not limited to, curb cuts onto adjacent public roads), quality of workmanship and materials, type, grade, color and texture of exterior materials, compatibility of architectural and landscape design with other Improvements in the Center and other similar matters that could have a material and detrimental impact on other portions of the Center; provided, however, such approval by Developer shall not be deemed to be an assumption of the responsibility by Developer for the accuracy, sufficiency or propriety of the Plans and Specifications (as such term is hereinafter defined) or a representation that the Plans and Specifications provide for the Reconstruction of Improvements that comply with applicable laws, rules, ordinances, regulations, covenants or restrictions. Following casualty damage to existing improvements on the Parcel, Developer shall not unreasonably withhold its approval of any Reconstruction thereof to substantially their same condition and configuration existing prior to such casualty damage.

b. Submission of Plans. No later than sixty (60) days prior to the commencement of any Reconstruction of Improvements on the Parcel or any portion thereof, and prior to any submission to any federal, state, county or municipal agency, board, department or other governmental or quasi-governmental body (a "Local Authority"), Owner shall deliver to Developer one (1) reproducible set (sepia) and four (4) copies of its schematic site plan or plans showing the following: (i) location of any new buildings or replacement of existing buildings; (ii) the facilities and areas, and related improvements (including ingress and egress, curb cuts, traffic flow, signage, parking ratio, utility lines and facilities, and lighting); (iii) the location and nature

of decorative features, including landscaping, planters, directories and benches; (iv) setback lines; (v) building height and building area; (vi) schematic architectural and engineering plans; (vii) grading and drainage plans; and (viii) outline floor plans of the building shell of any and all buildings to be constructed on the Parcel, showing principal exterior dimensions, exterior design concept, the type, grade, color and texture of exterior materials and the basic exterior painting design, canopies, truck court and trash/service area shielding, rooftop screening, and any and all exterior building signs or other signs contemplated for location on the Parcel. All of the above-mentioned plans are hereinafter referred to as the "Plans and Specifications" and that work conducted by Owner or Owner's agents, contractors or subcontractors as specified or depicted in the Plans and Specifications shall be referred to in this Agreement as "Owner's Work".

c. Developer Objections. Within twenty (20) calendar days after Developer's receipt of the last to be delivered of the Plans and Specifications as hereinabove and as hereinafter provided, Developer shall review such Plans and Specifications to determine that the proposed Improvements are compatible with and will not cause an adverse affect or will not have an adverse impact on any other portion of the Center with respect to those matters set forth in Section 1.a. above. Developer shall at all times act reasonably and in good faith in approving or disapproving Owner's Plans and Specifications, it being expressly acknowledged by Owner that other owners and occupants of portions of the Center may also have a right under the REA (as hereinafter defined) to review the Plans and Specifications and that Developer's disapproval thereof as a result of objections by such other owners or occupants shall, in any event, be deemed to be reasonable and in good faith. In the event Developer's disapproval is solely the result of objections by other owners or occupants under the REA, Owner and Developer shall reasonably cooperate with each other to obtain such other owners' or occupants' approval. Developer's approval of the Plans and Specifications shall be evidenced by its initialing one (1) copy thereof and returning the same to Owner.

Should Developer fail to deliver to Owner its approval or disapproval of Owner's Plans and Specifications in writing (i) within twenty (20) calendar days after receipt of the Plans and Specifications, and (ii) within ten (10) days after written notice is delivered by Owner to Developer, after expiration of the initial twenty (20) day period (which notice shall advise Developer that failure to respond within ten (10) days will result in the Plans and Specifications being conclusively presumed to be approved), then Developer shall be conclusively presumed to have approved the Plans and Specifications. In the event of disapproval, Owner shall revise the Plans and Specifications to incorporate any and all changes as may be reasonably requested to secure Developer's approval and shall deliver to Developer one (1) reproducible set (sepia) and four (4) copies of the revised Plans and Specifications. Within fifteen (15) calendar days after Developer's receipt of the revised Plans and Specifications Developer shall review such revised Plans and Specifications in accordance with all the provisions of this Section 1. Should Developer fail to deliver to Owner its approval or disapproval of the revised Plans and Specifications in writing within (i) fifteen (15) calendar days after receipt of the revised Plans and Specifications and (ii) within ten (10) days after written notice is delivered by Owner to Developer, after expiration of the initial fifteen (15) day period (which

notice shall advise Developer that failure to respond within ten (10) days will result in the revised Plans and Specifications being conclusively presumed to be approved), then Developer shall be conclusively presumed to have approved the revised Plans and Specifications. In the event of disapproval of the revised Plans and Specifications Owner shall further revise the Plans and Specifications and deliver the same to Developer for review in accordance with the provisions of this paragraph.

d. Continuing Right of Approval. Without limitation of any other provision hereof, it is further understood that the Parcel shall be developed using similar building materials and compatible architectural concepts as are used in other buildings in the Center and that Developer shall retain architectural approval over the entire development of the Parcel. The Transfer (as such term is defined in Section 8 hereof) of the Parcel, or any part thereof, or the review and approval of Plans and Specifications by Local Authorities in connection with the granting of a permit, license or other governmental approvals, shall in no way be deemed to preclude Developer from exercising its approval rights of Plans and Specifications prior to the commencement of any and all Reconstruction on the Parcel.

e. Shopping Center REA. Owner acknowledges the receipt of a copy of that certain Amendment and Restatement of the Four Party Operating and Easement Agreement by and among Columbia Mall Partnership, J.C. Penney Company, Inc., _____ and _____ dated October 1, 1988 and recorded September 24, 1991 as Instrument No. 91-17256 of the Deed Records of Benton County, Washington (said agreement, as the same may be amended from time to time, and all agreements executed in substitution therefor or in restatement thereof, so long as such future amendments, substitutions or restatements do not materially affect Owner's operation and use of the Parcel, being herein called the "REA"). Owner acknowledges and agrees that Owner has purchased the Parcel subject and subordinate to the REA including, but not limited to, any and all provisions contained in the REA restricting development on and/or use of the Parcel. Owner further agrees, after written notice from Developer, to defend and indemnify Developer against any claims, damages, lawsuits or other actions arising from the failure of Owner to comply with the terms and provisions of the REA on the Parcel, including, but not limited to, provisions concerning the maintenance, redevelopment and use of the Parcel; provided however, notwithstanding anything to the contrary contained herein, Developer has not and shall not be deemed to have assigned to Owner, and Owner does not and shall not be deemed to have assumed, any obligations or liabilities of Developer as the "Developer" under the REA in respect of the Shopping Center as a whole (except to the extent provided herein in respect of the Parcel). Developer shall continue to be the "Developer" under the REA with respect to the Shopping Center as a whole (subject to the provisions under the REA respecting transfer and release of the obligations of Developer) and Developer shall indemnify and hold harmless Owner from and against any liability, claim, loss, cost or expense incurred by Owner as a result of any claim that Owner is liable or responsible as the "Developer" under the REA, except to the extent such claim is caused by, or results from the acts or omissions of Owner (other than simply Owner's purchase or ownership of the Parcel).



f. Signage and Height Conditions. Subject to the prior approval rights of Developer set forth in this Agreement, and without limitation of any other provision of this Agreement, the REA, applicable Laws (as hereinafter defined) or the approved Plans and Specifications (the most stringent of which shall apply), the following conditions are agreed to by Owner:

- i. Owner, at its sole cost and expense, may operate, maintain, repair and replace the existing sign identifying the business operated on the Parcel provided that any modification or replacement of such sign shall be subject to the following conditions:
 - (A) Pylon Sign. If the existing sign is a pylon sign, 1) the height of such pylon sign does not exceed the lesser of (a) the height of Owner's building or (b) eighteen (18) feet; 2) the area of each sign panel does not exceed one hundred (100) square feet per panel with a maximum of two (2) panels per sign; 3) the pylon sign is erected in the area located directly in front of Owner's building or in any area agreed to by the parties hereto; 4) such sign does not materially obstruct the visibility of the Center or any other signs identifying the Center or other occupants; 5) Developer obtains all necessary approvals from other owners or occupants in the Center as required under the REA; and 6) Owner receives all necessary permits for such sign;
 - (B) Monument Sign. If the existing sign is a monument sign, 1) the height of such monument sign does not exceed seven (7) feet; 2) the area of each sign panel does not exceed thirty five (35) square feet per panel with a maximum of two (2) panels per sign; 3) the monument sign is erected in the area located directly in front of Owner's building or in any other area agreed to by the parties hereto; 4) such sign does not materially obstruct the visibility of the Center or any other signs identifying the Center or other occupants of the Center; 5) Developer obtains all necessary approvals from other occupants of the Center; and 6) Owner receives all necessary permits for such sign;
- ii. Owner, at its sole cost and expense, shall not install or maintain on the Parcel any sign on the roof of the building located thereon, nor more than two (2) fascia signs on the fascias of such building, the length of such fascia sign not to exceed fifty percent (50%) of the length of the fascia on which it is installed and its letters being internally and individually lit and not exceeding thirty (30) inches in height;
- iii. Other than those permitted herein, no sign shall be permitted upon the



Parcel unless such sign has been first approved by Developer as part of approved Plans and Specifications, or otherwise approved by Developer, such approval not to be unreasonably withheld or delayed; provided that Developer's approval shall not be required for temporary signs professionally prepared and used in conjunction with a tenant's regional or national advertising campaign. All signs shall be professionally prepared, in keeping with the operation of a first class shopping center, and in compliance with all applicable laws, codes, ordinances, rules, regulations, covenants and restrictions ("Laws");

- iv. No temporary sign (except for (i) development information signs during the period prior to the completion of Reconstruction of Owner's Work and (ii) signs professionally prepared and used in conjunction with a tenant's regional or national advertising campaign), paper sign, flag, banner or streamer shall be permitted upon any portion of the Parcel at any time; and
- v. The height of any Improvements on the Parcel shall not exceed the lesser of one (1) story plus a mezzanine or twenty (20) feet in height, unless the Improvements are a regional or national prototype. Notwithstanding the above, the height of any Improvements for a regional or national prototype shall not exceed thirty (30) feet, and to the extent any Improvements existing on the Parcel on the Final Execution Date exceed the foregoing height restrictions, such Improvements shall not be required to be removed as a result of such restrictions.

g. Restrictions on Actions. Owner acknowledges that the Parcel is a part of an integrated development comprising a variety of uses in which certain actions of Owner may have an adverse effect on the Center. Therefore, without limitation of the provisions of this Section 1 or any other provisions of this Agreement, Owner agrees not to take any of the following actions without Developer's prior written consent, which consent shall not be unreasonably withheld or delayed:

- i. make any request or application to any governing body having jurisdiction over public roads and highways adjacent to the Parcel, including, but not limited to, any state, county or local highway department of transportation, for any curb cuts or other access points providing access from such public roads to the Parcel, even if and notwithstanding the fact that such curb cut is located entirely on the Parcel and not on Developer's Property;
- ii. make any request or application to any Local Authority for any monument, pylon, or exterior building signage other than that permitted in subsection f. above;

- iii. make any request or application to any Local Authority for any variance or rezoning of or other exception to the currently applicable requirements relating to use of the Parcel, any building setback lines, parking requirements, building height requirements, building to land coverage ratios, screening access, or other zoning or building code requirements; nor
- iv. submit the Plans and Specifications to a Local Authority in connection with any change or modification in zoning, the issuance of a building permit or other permits, licenses or approvals, or for any other reason, unless such Plans and Specifications have been reviewed and approved in advance by Developer in accordance with this Section 1.

If any changes are requested or required by a Local Authority to approved Plans and Specifications, Owner shall deliver to Developer for its review written notice of the requested or required changes, and such changes shall be subject to Developer's review and approval or disapproval in accordance with Section 1 hereof.

h. No Barrier. No barricades, fences or other material obstructions shall be erected, installed or maintained by Owner which would in any manner impede vehicular or pedestrian traffic on, across, over or between the common areas on the Parcel and the Center (other than reasonable directional markers and traffic control devices).

2. MAINTENANCE OF THE PARCEL BY OWNER

a. Standard of Maintenance. Owner shall maintain or cause to be maintained the Parcel and all Improvements located thereon, including the exterior of any building or buildings, pedestrian walks, landscaped areas, exterior lighting and signage and other Improvements, in a good, sightly and safe condition, appearance and repair consistent with and similar to the Center, and further shall at all times, and from time to time, cause the prompt removal of all paper, debris, refuse, snow and ice and the sweeping of paved areas (if any) when and as required in order that the Parcel be maintained as above provided, and will maintain the unimproved portions of the Parcel in a similar good, sightly and safe condition.

b. Fire and Casualty; Condemnation. In the event of damage or destruction to any Improvements on the Parcel by reason of fire or other casualty or the loss of any part of the Parcel or Improvements thereon by reason of condemnation, Owner shall perform or cause to be performed either: (i) prompt restoration of such Improvements to the condition existing prior to such damage, destruction or condemnation; or (ii) razing and removal of any such Improvements, in which event Owner shall replace such Improvement with either (A) paved parking or other Improvements or uses consistent with this Agreement and approved by Developer prior to their construction or (B) landscaping in a manner acceptable to and approved by Developer, which approval in either event shall not be unreasonably withheld or delayed.



c. Action by Developer. In the event that Owner shall fail or refuse to maintain the Parcel as above provided, then Developer shall have the right, upon ten (10) days' prior written notice to Owner specifying the manner in which Owner has failed to maintain the Parcel (unless within such ten (10) day period Owner shall complete the required maintenance, or in the case of maintenance which by its nature cannot be completed within such ten (10) day period, Owner shall take such action as is reasonably calculated to commence the required maintenance and thereafter shall diligently prosecute the maintenance to completion), to enter upon the Parcel and perform the maintenance set forth in said notice, all in the name of and for the account of Owner. Developer shall have the absolute right of entry upon the Parcel to perform such maintenance and shall in no event be held to be a trespasser upon the Parcel, but no entry in any buildings is authorized. Developer, by reason of its doing so, shall not be liable or responsible to Owner or any other person or entity for any losses or damages thereby sustained by Owner or any occupants of the Parcel or of anyone claiming by or under either an occupant or Owner, unless such loss or damage arose from the gross negligence or willful misconduct of Developer, its agents, contractors or employees in performing any such maintenance. The reasonable and necessary cost of such maintenance, plus a twenty-percent (20%) management fee, shall be paid by Owner to Developer within ten (10) days after the date of receiving a statement therefor, which statement shall specify the details of the maintenance performed and the cost thereof. In the event that Owner shall fail to pay Developer any such amount when due, Developer shall have all of the rights and remedies provided for in Section 11 hereof.

3. MAINTENANCE AND MANAGEMENT OF PARKING AREA BY OWNER

a. Standard of Maintenance. Notwithstanding any provision in Section 2 to the contrary, Owner shall operate and maintain, or cause to be operated and maintained, that portion of the Parcel designed or designated from time to time to be used as access drives and parking areas for motor vehicles, including appurtenant landscaped areas, exterior lighting and signage (hereinafter referred to as "Parking Area") in good and sightly order, condition and repair. Without limiting the generality of the foregoing, Owner, in the operation and maintenance of the Parking Area, shall observe the following standards:

- i. Maintain the surface of the Parking Area in a level, smooth and evenly covered manner with the type of surfacing material originally installed thereon, or such substitute thereof as shall be in all respect equal thereto in quality, appearance and durability;
- ii. Remove all paper, snow and ice, debris, filth and refuse from the Parking Area and wash or thoroughly sweep paved areas as reasonably required;
- iii. Maintain such appropriate parking lot entrance, exit and directional signs and markers in the Parking Area as shall be reasonably required and in accordance with the practices prevailing in the operation of first class regional shopping centers in the Kennewick, Washington metropolitan



- area. Lighting shall be maintained in the Parking Area on the Parcel during the business hours of Owner, when such lighting is reasonably required but at a minimum during the hours required under the REA;
- iv. Clean lighting fixtures in the Parking Area and relamp as reasonably required;
 - v. Repaint striping, markers, directional signs, etc. in the Parking Area as reasonably required;
 - vi. Maintain and replace landscaping outside of Owner's building curb as reasonably required, including mowing of grass, and removal and replacement of dead shrubbery; and
 - vii. Prevent the erection of any barricades, fences or other barriers which would in any manner impede vehicular or pedestrian traffic on, across, over or between the common areas on the Parcel and the Center.

b. Action by Developer. In the event that Owner shall fail or refuse to maintain the Parking Area as above provided, then Developer shall have the right, upon ten (10) days' prior written notice to Owner specifying the manner in which Owner has failed to maintain the Parking Area (unless within such ten (10) day period Owner shall complete the required maintenance, or in the case of maintenance which by its nature cannot be completed within such ten (10) day period, Owner shall take such action as is reasonably calculated to commence the required maintenance and thereafter shall diligently prosecute the maintenance to completion), to enter upon the Parcel and perform the maintenance set forth in said notice, all in the name of and for the account of Owner. Developer shall have the absolute right of entry upon the Parcel to perform such maintenance and shall in no event be held to be a trespasser upon the Parcel, but no entry in any buildings is authorized. Developer, by reason of its doing so, shall not be liable or responsible to Owner or any other person or entity for any losses or damages thereby sustained by Owner or any occupants of the Parcel or of anyone claiming by or under either an occupant or Owner, unless such loss or damage arose from the willful misconduct or gross negligence of Developer, its agents, contractors or employees in performing any such maintenance. The reasonable and necessary cost of such maintenance, plus a twenty-percent (20%) management fee, shall be paid by Owner to Developer within ten (10) days after the date of receiving a statement therefor, which statement shall specify the details of the maintenance performed and the costs thereof. In the event that Owner shall fail to pay Developer any such amounts when due, Developer shall have all of the rights and remedies provided for in Section 11 hereof.

4. MAINTENANCE AND MANAGEMENT OF COMMON AREAS BY DEVELOPER

Common Areas of the Center are defined as: all parking areas, ring roads, access roads and facilities furnished, made available or maintained by Developer in or near the Center and outside of

the Parcel, including parking areas designated from time to time by Developer for use by Owner or its tenant or its or their employees or customers, truck ways, driveways, loading docks and areas, delivery areas, multi-story parking facilities (if any), package pickup stations, exterior elevators, escalators and pedestrian sidewalks, malls, courts and ramps, landscaped areas, retaining walls, exterior stairways, bus stops, first-aid and comfort stations, lighting facilities, sanitary systems, utility lines, water filtration and treatment facilities and other areas and improvements provided by Developer for the general use in common of occupants, tenants and their customers, department stores and outlot owners in the Center.

The parties acknowledge that in addition to the REA, the Parcel is subject to the Lease, and as the "Landlord" under the Lease, Owner may be subject to certain covenants and have certain duties and obligations regarding the Common Areas. Notwithstanding anything in the REA or the Lease to the contrary and notwithstanding the conveyance of the Parcel to Owner and the assignment of the Lease to Owner, Developer and its successors and assigns, shall retain and perform those certain duties of the "Developer" under the REA and "Landlord" under the Lease, subject to the terms of the REA and Leases, but only to the extent recited therein, to insure, construct, install, maintain, repair and replace the Common Areas defined herein but subject to the terms of Sections 1(e) and 3 above.

5. GRANT OF EASEMENT OVER, AND MAINTENANCE AND USE OF RING ROAD AND ENTRANCE DRIVES

a. Non-Exclusive Easement to Owner. Developer does hereby create, grant and convey unto Owner, its tenants, licensees, and invitees, a permanent, non-exclusive easement in common with Developer and all others to whom Developer has granted or may hereafter grant rights, over, upon and across the Ring Road, Entrance Drives and such of the Common Areas as are designated from time to time by Developer for use by Owner or its tenant or its or their employees or customers, as such Ring Road, Entrance Drives and Common Areas may be changed from time to time, for purposes of access, ingress and egress to and from the Parcel. Developer reserves the right, in its sole discretion, to change from time to time the configuration, location, number and size of the Ring Road, Entrance Drives and Common Areas, so long as Owner's access to one or more public streets is not materially impaired. The number, location and size of any curb cuts for ingress and egress to and from the Parcel onto the Ring Road and Entrance Drives shall be subject to the prior written approval and consent of Developer and the approval rights, if any, of any occupant of the Center pursuant to the terms and provisions of the REA or otherwise. In the event of either (i) termination of rights and easements for access over the Ring Road, Entrance Drives or Common Areas as a result of the expiration or earlier termination of the REA, or (ii) the need for granting of a separate access easement in order to comply with a requirement of the Local Authorities for consent to redevelopment of the Parcel, Developer shall create, grant and convey to Owner an access easement over Developer's Property the terms and description of which shall be subject to Developer's and Owner's reasonable approval. Notwithstanding the foregoing, Developer shall not materially impair direct access

from the parcel to the access drive and curb cut adjacent to the Parcel and providing access to Columbia Boulevard, provided however, such covenant shall not preclude Developer from altering, enlarging or otherwise modifying such access drive and curb cut, shall not preclude Developer from restricting and/or controlling access from time to time for purposes of making repairs and/or modifications or to prevent the acquisition of public rights thereto, and shall not apply to any action taken by or on behalf of any governmental entity, shall not be deemed a warranty or guaranty of continuous access to Columbia Boulevard, and in the event access to Columbia Boulevard is prevented by act of any governmental entity on anything other than a temporary basis, Developer shall be entitled to remove such access drive and curb cut and use or develop such area in any manner consistent of the operation of the Center.

6. USE

a. Permitted Use. Owner agrees that it shall use, occupy and operate the Parcel, or shall cause the Parcel to be used, occupied and operated solely for the purpose of conducting the business of a commercial bank or for the "Alternative Use" (as hereafter defined) and for no other uses or purposes whatsoever without, in each and every instance, the prior written consent of Developer not to be unreasonably withheld ("Permitted Use"). Notwithstanding the terms of subsection (b) below, Owner shall be entitled to change the existing use of the Parcel to a sit-down, tablecloth restaurant use without Developer's consent so long as such restaurant is of a type which is not the same type (i.e., Italian, Greek or other identifiable specialty) as any other tablecloth restaurant then operating in the Center and such restaurant is not a "Prohibited Use" (as hereafter defined) (the "Alternative Use")

b. Change of Use. If Owner proposes to change the primary use of the Parcel from the Permitted Use, Owner shall first notify Developer in writing of the proposed primary use (hereinafter referred to as "Proposed Use"). Developer shall not unreasonably withhold its consent to a Proposed Use which is a lawful restaurant use that does not directly compete with any then existing restaurant use in the Center and which is a restaurant establishment normally found in the highest class of shopping centers and malls in the county or area in which the Parcel is located. In no event shall Owner be entitled to (a) propose a Proposed Use which would violate an Exclusive (as hereinafter defined), would constitute a Prohibited Use (as hereinafter defined) or would violate the REA. Should Developer fail to deliver to Owner its approval or disapproval of the change of the primary use to the Proposed Use within (i) thirty (30) days after receipt from Owner of written notice of the Proposed Use, and (ii) ten (10) days after written notice is delivered by Owner to Developer, after expiration of the initial thirty (30) day period (which notice shall advise Developer that failure to respond will result in the Proposed Use being conclusively presumed to be approved), then Developer shall be conclusively presumed to have approved the Proposed Use. From and after the cessation of Owner's Permitted Use, Owner may use its Parcel, if used at all, only for such lawful retail, service or entertainment purpose(s) which is/are (a) approved by Developer within Developer's sole and absolute discretion, (b) allowed and not in conflict with the REA, and (c) shall not violate the exclusive use rights (i.e., the right

granted by Developer to an owner or tenant in the Center to exclusively sell or lease a specific category of merchandise or type of service or restaurant) granted from time to time to other owners and tenants in the Center, so long as such exclusive rights continue to be binding on Developer and the Center (an "Exclusive").

c. Prohibited Uses. For so long as the Center is operated as a commercial real estate establishment, in no event shall the Parcel or any part thereof be used for any use prohibited under the REA, or for any purpose or purposes which would produce or be accompanied by the following characteristics (each a "Prohibited Use"):

- i. Any noise, vibration, litter, odor (obnoxious or toxic), dust, dirt or other activity which may constitute a public or private nuisance;
- ii. Any unusual firing, explosive or other damaging or dangerous hazards;
- iii. Any factory use, warehouse operation, processing or rendering plant, or any assembling, manufacturing, distilling, refining, smelting, industrial, agriculture, drilling or mining operation;
- iv. Any trailer court, mobile home park, lot or showroom for sale of new or used motor vehicles, trailers or mobile homes, labor camp, junk yard, stockyard or animal raising;
- v. Any dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the premises from authorized uses and if handled in a reasonably clean and sanitary manner;
- vi. Any commercial laundry or dry cleaning plant, laundromat, veterinary hospital, car or truck washing establishment;
- vii. Any automobile, truck, trailer or other motor vehicle body, fender or other repair work, or any gasoline or fuel pumps;
- viii. Any automobile, truck, trailer or other motor vehicle painting or customizing work;
- ix. Any cemetery, mortuary or crematorium;
- x. Any pool or billiard establishment, amusement center or game room, bowling alley, amusement park or gallery, carnival, sporting event or other sports activity or shooting gallery;
- xi. Any second hand store, surplus store or flea market;

- xii. Any drug rehabilitation center or "halfway" house, massage parlor, health club;
- xiii. Any so-called "off-track betting" operation; or
- xiv. Any sale or display of pornographic materials, adult book store, or adult entertainment use or any other manner or use which is inconsistent with a family entertainment center and retail destination.

For purposes of this Section 6, it is specifically acknowledged and agreed that the Center shall not be deemed to be no longer operating due to temporary cessations of operations resulting from damage and destruction, casualty, force majeure or any other cause not the fault of Developer.

In addition to the foregoing, Owner acknowledges and agrees that Owner's use, occupation, operation and development of the Parcel shall be in all respects subject to those restrictions and limitations applicable to the Parcel contained in the REA and shall be in compliance with applicable Laws, including but not limited to zoning regulations.

d. Exclusive Use. From and after the date hereof and through July 31, 2019, but only for so long as the Lease is in full force and effect and the Parcel is continuously open and operating as a full service commercial bank, observing banking hours reasonably consonant with those maintained by major commercial banks in the Kennewick and "Tri-City" metropolitan area, Developer shall not rent any space in any portion of the Center which Developer currently owns for use as a full service commercial bank. This shall not exclude use of any space for a mutual savings bank, a savings and loan association, mortgage finance center, automated teller machine or other financial services operation not constituting a full service commercial bank including without limitation, any such use currently existing in the Center (other than on the Parcel).

7. PARKING RATIO

Owner shall maintain or cause to be maintained on the Parcel at all times no fewer than the greater of: (i) five (5) parking spaces for every one thousand (1,000) square feet of floor area in any building constructed on the Parcel; or (ii) the number of parking spaces required by the Local Authorities. Owner agrees to take no action which would reduce the parking ratio below that specified herein. All vehicular parking spaces shall be at least the minimum dimensions for standard American automobiles required by the Local Authorities or Laws.

8. CONSTRUCTION BY OWNER

a. Owner's Construction Work. To the extent Owner elects to perform, or cause to be performed, development (including design, engineering, construction and installation) of the Improvements to be located on the Parcel, and to perform, or cause to be performed, all other work associated with the development of the Parcel (all included within the term "Owner's

Work", as previously defined herein), then such Owner's Work shall be performed only in accordance with the Plans and Specifications approved by Developer in accordance with the process described in Section 1 of this Agreement.

b. Utility Lines Serving the Center. Owner shall be responsible for field verification of the location of any and all utilities (including existing irrigation, exterior light or pylon sign utility runs serving the Center or neighboring developments) contained on the Parcel prior to commencement of Owner's Work and shall notify the Center's operation director or Developer's tenant coordinator prior to beginning any such work. If any of the utility runs are cut or damaged during Owner's Work, Owner shall repair, replace and/or reposition the utility run immediately, at Owner's sole cost and expense.

c. General Construction Requirements.

- i. Construction Standards. Owner's Work shall be done (a) at Owner's sole cost and expense, (b) by contractors or subcontractors who are appropriately licensed, fully bonded and sufficiently insured, and (c) in substantial compliance with the approved Plans and Specifications. Owner agrees that all Construction activities performed by Owner, or on Owner's behalf, shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of all governmental bodies having jurisdiction over the Parcel and Developer's Property. All Construction shall utilize new materials, and shall be performed in a good, safe and workmanlike manner. Owner's Construction activities shall not: (i) cause any unreasonable increase in the cost of constructing improvements, if any, by Developer, (ii) unreasonably interfere with construction work, if any, being performed on any other part of the Developer's Property, (iii) unreasonably interfere with the operation, use, occupancy or enjoyment of any part of Developer's Property by Developer, any other party or its permittees, or (iv) cause any building located on the Developer's Property to be in violation of any Laws.
- ii. Indemnification of Developer. Owner agrees to defend, protect, indemnify and hold harmless Developer from and against all claims and demands, including any action or proceeding brought thereon, and all costs, loss, expenses and liabilities of any kind relating thereto, including reasonable attorney fees and cost of suit, arising out of or resulting from any construction activities performed or authorized by Owner; provided, however, that the foregoing shall not be applicable to either events or circumstances caused by the gross negligence or willful act or omission of Developer, its licenses, concessionaires, agents, servants, employees, or any one claiming by, through or under any of them.

9. OWNER'S TRANSFER

a. Transfer. As used in this Agreement, the term "Transfer" shall mean a sale, lease, assignment, transfer, alienation or conveyance (or agreement to do any of the foregoing) of the Parcel, or any portion thereof, or any interest therein, whether any such sale, lease, assignment, transfer, alienation or conveyance is effectuated directly, indirectly, voluntarily or involuntarily, by Owner or any third party, by operation of law or otherwise. The term "Transfer" shall not include any lien, pledge, deed of trust, mortgage or other grant of a security interest in the Parcel in connection with Owner's financing.

b. Notice to Developer. Owner shall notify Developer of the occurrence of any Transfer. Such notice shall be in writing, addressed to Developer as provided in Section 13 hereof, and shall be sent no more than fifteen (15) business days prior to the conclusion of such Transfer.

10. DEVELOPER'S RIGHT OF RECAPTURE

a. Right of Recapture. In the event the Parcel should "go dark" at any time, which is to say the Owner fails to keep open and operate the Parcel for the Permitted Use as defined in Section 6, or a Parcel is vacated and no regular business is conducted therein, any time after construction is completed, and such failure or vacation continues for a period of one hundred eighty (180) consecutive days or more ("Closure Period"), then Developer, its successors and assigns, shall have the option, but not the obligation, to be exercised by written notice to Owner ("Recapture Notice"), to repurchase the Parcel and all Improvements thereon and Owner's right, title and interest in any existing lease of the Parcel or any part thereof (hereinafter "Owner's Property") and Owner shall be obligated to sell Owner's Property to Developer or its designee on the terms and conditions hereinafter provided: If, however, Owner's failure to keep open and operate the Parcel is due to remodeling, renovation or repair and restoration from fire, casualty or eminent domain and Owner is diligently pursuing completion of such remodeling, renovation, repair and restoration, such Closure Period shall be extended for the reasonable and necessary period required to complete such work, but in any event such period shall not be extended for more than one hundred eighty (180) days. Developer's exercise of this repurchase option shall be in addition to any other right or remedy available to Developer under Section 11 below.

Notwithstanding anything contained herein to the contrary, the Closure Period shall be extended either (i) for a period equal to the remaining term under any existing lease to the extent the tenant complies with the continuous obligation to occupy and operate the Parcel under the terms of such lease, and thereby precluding the Owner from bringing an action to terminate such lease, or (ii) for a period not to exceed one hundred eighty (180) days in the event an existing lease has terminated, or Owner is using its best efforts to terminate a lease with any tenant who is not operating its business on the Parcel, and Owner is making diligent efforts to find a new tenant for the Parcel. If the Owner has termination rights under an existing lease and has failed to either (i) terminate the existing lease, (ii) enter into a new lease, and/or (iii) cause the reopening and



operating of a business on the Parcel within one (1) year after the commencement of the Closure Period, Developer may exercise its recapture right by sending a Recapture Notice as set forth above.

During any period in which Developer is entitled to exercise its right of recapture herein, if Developer delivers a Recapture Notice to Owner, Owner shall be entitled to negate such Recapture Notice by (1) delivering notice to Developer that the Parcel is then open and operating for a use permitted hereunder on a regular and continuous basis, if such be the case, or (2) by providing Developer with reasonable evidence that Owner has terminated the lease of the vacating tenant and has entered into a new lease, which lease requires the new tenant to open and operate, and such tenant does in fact open and commence operations on the Parcel for a use permitted herein within one (1) year after the first date of Developer's Recapture Notice. If the Parcel is not open and operating within such one (1) year period for a use permitted herein, Developer shall again be entitled to exercise its recapture right hereunder, and if such right is exercised within ninety (90) days after the end of such year period, Owner shall not be entitled to extend or negate the effect of Developer's Recapture Notice unless the Parcel, at the time of Developer's Recapture Notice, is then open and operating for a use permitted hereunder on a regular and continuous basis.

b. Exercise of Option. At any time after the Closure Period (as such may be extended as provided above), Developer may exercise this option to repurchase by delivering the Recapture Notice to Owner. Such Recapture Notice shall set forth the purchase price and the closing date, place and time in accordance with the terms set forth herein.

c. Recapture Purchase Price. The purchase price for Owner's Property shall be the greater of (i) the fair market value of Owner's Property, or (ii) the unamortized balance of any debt secured by a first mortgage on Owner's Property (in the event of cross-collateralization there shall be a fixed release price assigned in the loan documents to Owner's Property), provided that the unamortized balance of any secured debt, or the fixed release price, whichever is applicable, does not exceed one hundred five percent (105%) of the original Purchase Price of the Parcel under the terms of the Purchase and Sale Agreement between the original Developer as seller and the original Owner as purchaser, increased to then present value at the same rate as the increase in the Consumer Price Index over the period from the date hereof to the last day of the Closure Period ("Recapture Purchase Price"). For purposes hereof the Consumer Price Index shall mean the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, United States, All City Average published by the Bureau of Labor Statistics, United States Department of Labor. If the Bureau of Labor Statistics shall discontinue publication of said Consumer Price Index or shall adopt a new method of computing the Consumer Price Index, the parties agree to use a published price or cost index or published data as comparable as possible to the Consumer Price Index during the time of this publication and prior to the change in such method.

If Owner disagrees with the fair market value set forth in the Recapture Notice, and the parties are unable to reach a settlement on a fair market value within thirty (30) days after the



date of Developer's Recapture Notice, the parties shall, no later than thirty (30) days thereafter, appoint three (3) independent, competent and qualified MAI real estate appraisers, one (1) of whom shall be selected and appointed by Owner at its sole cost and expense, one (1) of whom shall be selected and appointed by Developer at its sole cost and expense, and the third appraiser shall be selected and appointed by the other two (2) appraisers, the cost and expense of which shall be shared equally by Owner and Developer. The three (3) appraisers shall determine the fair market value of Owner's Property by taking an average of the values determined by each appraiser which value of Owner's Property shall be binding upon Owner and Developer. In determining the fair market value of Owner's Property, the appraisers shall take into account the value of any lease or leases which may encumber the Owner's Property, including all rental obligations which are payable by tenants under such leases.

d. Due Diligence. During the sixty (60) day period following the date of the Recapture Notice, Developer shall have the right to: (a) perform soil and environmental tests of Owner's Property, and (b) do and perform any other investigations or evaluations which Developer, in its reasonable judgment, deems necessary to determine the condition and suitability of Owner's Property. Developer shall bear the cost of performing such tests and evaluations, shall repair any damage to the Property caused thereby, and shall indemnify Owner from and against any injury, damage, loss, claim, liability, cost or expense incurred solely and directly as a result of such entry and investigation.

e. Condition of Title. Owner's Property, together with appurtenant rights and easements, shall be conveyed by Owner to Developer by special warranty deed free and clear of all liens and encumbrances other than those preexisting encumbrances to which Owner was subject when Owner purchased the Parcel from Developer, such other easements and agreements which do not materially or adversely affect the Parcel, or any other exceptions which Developer approves, which approval shall not be unreasonably withheld or delayed. Owner shall deliver to Developer at closing an owner's policy of title insurance insuring good and marketable fee simple title to the Parcel in Developer or its designee, free and clear of any and all liens and encumbrances except those permitted above. Such title policy shall be in the amount of the Recapture Purchase Price, with all standard pre-printed exceptions deleted, and with such endorsements reasonably required by Developer or its lender. Owner shall be required to use its best efforts to remove any objections to title as furnished by Developer which do not comply with the foregoing requirements.

f. Closing. Developer and Owner shall close on the repurchase of Owner's Property within ten (10) days after expiration of the due diligence period set forth in subsection d. above. The Closing shall be held at the offices of the title insurance company on the date and time set forth in the Recapture Notice or such other date and time mutually and reasonably acceptable to both parties.

g. Closing Costs. Owner shall pay or shall credit against the Recapture Purchase Price, the premium for the title insurance policy, the cost of the Survey if required by Developer or the

title company to remove the standard preprinted Survey exception, any transfer taxes, its attorney's fees, and all closing costs, including without limitation, the cost of preparation and recording of the deed and other closing documents, and closing and escrow fees charged by the title insurer; except that Developer shall pay its attorney's fees, and any recording fees for its mortgage or other loan documents, if any.

h. Real Estate Taxes and other Prorations. Real Estate Taxes, rents, utility charges and other income and expenses respecting the Property shall be prorated to the date of closing, and Developer shall be entitled to a credit against the Recapture Purchase Price for those taxes assessed for the time period prior to closing, but which are due and payable after the date of closing.

11. REMEDIES

a. Default by Owner. In the event that Owner either (i) fails to pay Developer when due any amounts owed by Owner to Developer under this Agreement, or (ii) shall otherwise fail to perform any of Owner's covenants, agreements or obligations hereunder within ten (10) days after written notice thereof by Developer to Owner (unless a longer time period is set forth elsewhere in this Agreement), Developer shall have all rights, privileges and remedies to enforce said collection or performance as shall be provided or permitted by law or equity from time to time including, without limitation, the right to invoke any one or more of the following remedies:

i. Institute suit against Owner to enforce collection of the amounts owed to Developer pursuant hereto, together with interest thereon at the highest lawful rate permitted by the laws of the state where the Center is located, court costs, attorneys' fees and paraprofessional fees;

ii. Institute suit in equity to the extent permitted by law to compel compliance with the terms and conditions of this Agreement;

iii. With respect to the payment of the Merchants Association Charge (as defined in Section 17 below) or any other sum or charge due to Developer, to record against title to the Parcel a notice of lien which shall constitute a lien in favor of Developer on the interest of Owner and which may be foreclosed by Developer in proceedings in the nature of a foreclosure, with all of the rights and remedies afforded by the laws of the state where the Parcel is located to secured creditors in such proceedings; provided, however, that any liens shall be subordinate and subject to any bona fide first mortgage, to or held by an unrelated third party, existing upon the Parcel prior to recordation of the notice of lien;

iv. Set-off any such amounts due from Owner to Developer against any amounts due from Developer to Owner; and

v. If no emergency exists, to pay or perform the Owner's omitted obligation after



giving the above required notice, and in any emergency situation, to pay or perform the same immediately without notice or delay. Developer, by reason of its doing so, shall not be liable or responsible to Owner or any other person or entity for any losses or damages thereby sustained by Owner or any occupants of the Parcel or of anyone claiming by or under either an occupant or Owner, unless such loss or damage arose from the gross negligence or willful misconduct of Developer, its agents, contractors or employees in paying or performing any such obligation. The reasonable and necessary cost of Developer's payment or performance of such obligation, together with a twenty-percent (20%) management fee, shall be paid by Owner to Developer within ten (10) days after the date of receiving a statement therefor, which statement shall specify the details of the obligation paid or performed and the cost thereof.

vi. In the event Owner fails to pay within thirty (30) days after the same is due and payable any sum or charge required to be paid by Owner to Developer under this Agreement, such unpaid amount shall bear interest from the due date thereof to the day of payment at an annual rate equal to the lesser of twelve percent (12%) or the highest rate of interest that may lawfully be charged to Owner then required to pay interest under this Agreement. Such interest shall be paid by Owner to Developer at the time of payment of the unpaid principal amount.

All rights, privileges and remedies afforded Developer by this Agreement shall be deemed cumulative and the exercise of any one of such rights, privileges and remedies shall not be deemed to be a waiver of any other right, remedy or privilege set forth herein. The obligations of the general partners of Owner hereunder shall be joint and several.

b. Default by Developer. In the event that Developer either (i) fails to pay Owner when due any amounts owed by Developer to Owner under this Agreement, or (ii) shall otherwise fail to perform any of Developer's covenants, agreements or obligations hereunder within ten (10) days after written notice thereof by Owner to Developer (unless a longer time period is set forth elsewhere in this Agreement), Owner shall have all rights, privileges and remedies to enforce said collection or performance as shall be provided or permitted by law or equity from time to time including, without limitation, the right to invoke any one or more of the following remedies:

i. Institute suit against Developer to enforce collection of the amounts owed to Owner pursuant hereto, together with interest thereon at the highest lawful rate permitted by the laws of the state where the Center is located, court costs, attorneys' fees and para-professional fees;

ii. Institute suit in equity to the extent permitted by law to compel compliance with the terms and conditions of this Agreement;

iii. In the event Developer fails to pay within thirty (30) days after the same is due and payable any sum or charge required to be paid by Developer to Owner under this Agreement, such unpaid amount shall bear interest from the due date thereof to the day of payment at an



annual rate equal to the lesser of twelve percent (12%) or the highest rate of interest that may lawfully be charged to Developer then required to pay interest under this Agreement. Such interest shall be paid by Developer to Owner at the time of payment of the unpaid principal amount.

12. WAIVERS

No act, delay or omission by either party in exercising any right or enforcing against the other any term or provision of this Agreement shall impair any such right or be construed or deemed to be a waiver of the same or any other such term or provision. A waiver by either party of any breach of the terms and provisions of this Agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other terms and provisions herein contained.

13. NOTICES

All notices or communications ("Notices") to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as set forth below, and shall be delivered by U.S. certified mail, postage prepaid, return receipt requested, or reputable, national, pre-paid overnight delivery service for which written evidence of delivery is available.

If to Developer: Columbia Mall Partnership
National City Center
115 West Washington Street
Indianapolis, Indiana 46204
ATTN: Peripheral Development Department

If to Owner: Kissinger Properties
10520 Wilshire Blvd., Penthouse
Los Angeles, CA 90024

Copy to: Appel & Associates, LLP
1875 Century Park East
Suite 2230
Los Angeles, CA 90067
Attention: Tom Schiff

Notices shall be effective (i) three (3) days after deposit in the U.S. mail if delivered by certified mail, or (ii) on the next business day if sent by overnight delivery service. The parties may change their notice addresses from time to time upon written notice to the other and as parties other than the originally named Developer and/or Owner obtain an interest in the Developer's Property or Parcel, respectively, or any portion thereof, subject to the terms and conditions of this Agreement. The transferor Developer or Owner shall advise the other party of the name and address of the party

to receive notice as provided herein, provided that until such time as the transferor Developer or Owner notifies the other party of any such transferee party or other change in the address, such other party shall be entitled to continue to rely on the accuracy of the notice address previously in effect.

All charges which are due from Owner to Developer pursuant to any provision of this Agreement may be sent via prepaid first class regular mail delivery, shall be made payable to Developer and shall be directed, together with a copy of the invoice for the period to which it relates, to the address set forth below or at such other address as Developer may subsequently designate by written notice to Owner:

Columbia Mall Partnership
ID# 34-1769976
P.O. Box 2004
Indianapolis, IN 46255

14. MISCELLANEOUS PROVISIONS

a. Governing Law. This Agreement shall be governed and construed under and in accordance with the laws of the state where the Center is located according to its fair meaning and not in favor of or against any party.

b. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement (and the application thereof) shall be legal, valid and enforceable to the fullest extent permitted by law.

c. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and vice versa, unless the context requires otherwise.

d. Section Heading. The section headings herein are for convenience or reference purposes only and shall not limit or otherwise affect or be used in the construction or interpretation of the terms and provisions of this Agreement or any part hereof.

e. Counterparts. This Agreement may be executed and acknowledged in multiple originals or counterparts, each of which will be an original and, when all of the parties to this Agreement have signed and acknowledged at least one (1) original, such copies together will constitute a fully executed and binding Agreement.

f. Entire Agreement. This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior discussions, understandings or agreements (written or oral)

between the parties respecting the within subject matter.

g. Amendment. This Agreement shall not be amended or modified unless such amendment is set forth in writing executed by Developer and Owner.

h. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then, as between Developer and Owner, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees, para-professional fees and court costs to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees or para-professional fees.

i. Binding Effect. Each and all of the covenants, restrictions, conditions and provisions contained in this Agreement, whether of an affirmative or negative nature, (i) are made for the direct and mutual benefit of the Parcel, and Developer's Property, and each and every portion thereof, and will constitute covenants running with the land of the Parcel and Developer's Property; (ii) will bind every owner of all or any portion of the Parcel and Developer's Property to the extent that such portion is affected or bound by the covenants, conditions or restrictions to be performed on the behalf of such portion; and (iii) will inure to the benefit of the parties and their respective successors and assigns.

j. Conflicts. To the extent of a conflict between either, all or any combination of this Agreement, any applicable Laws, the REA and/or the approved Plans and Specifications, the terms and provisions of either of this Agreement, Laws, the REA and/or the approved Plans and Specifications which impose the most stringent standard shall control.

k. Authority. Developer and Owner hereby warrant that the persons executing this Agreement have full power and authority to do so, that all necessary consents and approvals from the execution and performance of such party's covenants and obligations hereunder have been obtained and upon execution hereof by such party this Agreement shall be binding upon such party. Developer and Owner shall deliver appropriate evidence of such authority to the other upon request.

15. LIMITATION OF LIABILITY

Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Developer with respect to any of the terms, covenants, conditions and provisions of this Agreement, and Owner shall, subject to the rights of any first mortgagee, look solely to the interest of Developer, its successors and assigns, in the Center for the satisfaction of each and every remedy of Owner in the event of default by Developer hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.



In the event the Developer transfers its interest in Developer's Property, it shall be released from all liability for performance of any covenants, restrictions and conditions on the part of the Developer which is thereafter to be performed hereunder. The transferee shall be deemed to have assumed all of the covenants, restrictions and conditions herein to be observed by the Developer with the result that such covenants, restrictions and conditions shall bind Developer, its successors and assigns, only during and in respect of their respective successive periods of ownership.

16. INDEMNIFICATION AND INSURANCE

a. Indemnification of Developer. Owner shall indemnify, defend, protect and hold harmless Developer, from and against all losses, claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees, para-professional fees and other costs of litigation) arising out of, related to, caused by or resulting from any default by Owner hereunder or the death of or any accident, injury (personal or bodily), loss or damage whatsoever, actually or claimed to be suffered or sustained by any person, or to the property of any person (such losses, claims, liabilities, damages, costs and expenses are collectively referred to hereinafter as "Loss"), as shall occur on the Parcel, except to the extent that any such Loss is caused by reason of the gross negligence or willful misconduct of Developer, its agents, contractors or employees.

b. Owner's Commercial General Liability Insurance. Owner shall at all times maintain in full force and effect commercial general liability insurance with a financially responsible insurance company or companies authorized to do business in the state where the Parcel is located, with an AM Best rating of "A-IX" (or the equivalent thereof) or better in each of the previous three (3) years, written on an occurrence basis covering claims of Loss from products and completed operations, contractual liability (including, without limitation, coverage of the indemnities under this Agreement), bodily injury including death, personal injury, and broad-form property damage arising out of incidents or accidents on the Parcel (including the consequential damages from any of the foregoing), with a limit of not less than Three Million Dollars (\$3,000,000) per occurrence. Said limits may be provided through a combination of primary and excess (umbrella) liability policies. All insurance shall be primary with respect to the Parcel and shall name Developer as an additional insured to the extent of the foregoing indemnity.

c. Owner's All Risk Property Insurance. Owner shall carry all risk property insurance coverage, including builder's risk insurance coverage during any Reconstruction, in an amount at least equal to the full replacement cost of all Improvements on the Parcel, without deduction for depreciation, insuring against all risks (subject to exclusion of certain risks customarily excluded from time to time in the so-called "all-risk" policy), and insuring specifically against at least the following perils: loss or damage by fire, lighting, windstorm, cyclone, tornado, hail, explosion, earthquake, subsidence, flood, water damage other than floor or sprinkler leakage damage, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, collapse of building or roof, boiler and machinery equipment, aircraft, vehicle and smoke damage and sprinkler leakage. Such insurance shall be carried with a financially responsible insurance company or companies

authorized to do business in the state where the Parcel is located with a Best rating of "A-IX" (or the equivalent thereof) or better in each of the previous three (3) years. Such insurance may be carried in whole or in part under a policy or policies covering other liabilities and locations of the Owner, or a subsidiary, successor, affiliate or controlling corporation of such Owner or by a tenant of the Parcel; provided, however, that (A) such policy or policies shall insure the risks and full amount required under this Agreement and (B) the inclusion of additional coverage or risks shall not materially diminish the coverage or insurance proceeds available under said policy or policies.

d. Certificate of Insurance. Owner shall, upon execution of this Agreement and thereafter upon request, furnish a certificate to Developer, evidencing that the insurance referred to herein above is in full force and effect. All policies of insurance carried by Owner, or endorsements issued under any blanket policy or policies covering those liabilities required to be insured against, shall provide that the same may not be canceled or reduced in scope or amount below that required hereunder without at least thirty (30) days' prior written notice being given by the insurer to Developer. Notwithstanding anything to the contrary contained herein, so long as the Lease is in full force and effect, the insurance required under the Lease to be maintained by the Tenant shall satisfy the insurance obligations of the Owner hereunder, provided such insurance names SPG, Inc. as an additional insured, Owner uses good faith, diligent efforts to cause the Tenant to name Developer as an additional insured and a certificate evidencing such insurance is delivered to Developer.

e. Indemnification of Owner. Developer shall indemnify, defend, protect and hold harmless Owner, from and against all losses, claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees, para-professional fees and other costs of litigation) arising out of, related to, caused by or resulting from any default by Developer hereunder or the death of or any accident, injury (personal or bodily), loss or damage whatsoever, actually or claimed to be suffered or sustained by any person, or to the property of any person (such losses, claims, liabilities, damages, costs and expenses are collectively referred to hereinafter as "Loss"), as shall occur on the Center (other than on the Parcel), except to the extent that any such Loss is caused by reason of the gross negligence or willful misconduct of Owner, its agents, contractors or employees.

f. Notice of Claims. Developer and Owner shall provide prompt written notice to the other of any claim for which indemnification will be requested hereunder.

17. MERCHANT'S ASSOCIATION.

The Owner of the Parcel shall be and remain during its period of ownership of the Parcel, a member of the merchant's association established for the Center for the purpose of furthering the business interests of the Center as a whole, including advertising, promotion and special events calculated to benefit the owners, tenants and occupants of the Center (the "Merchant's Association"). The Merchant's Association shall make its own rules and regulations with respect



to such matters. Owner shall pay to the Merchant's Association, or to Developer for the benefit of the Merchant's Association at Developer's request, monthly, in advance on the first day of each calendar month, Owner's proportionate share of the expenses of said Merchant's Association and its activities, as assessed by the Merchant's Association (the "Merchant's Association Charge").

In the event that Owner shall Transfer Owner's complete interest in the Parcel, the Owner's transferee shall be responsible for payment of the Merchant's Association Charge allocable to the Parcel, and, except as provided below, Owner shall be released from further liability for the Merchant's Association Charge allocable to the transferred Parcel arising or accruing from and after the effective date of such Transfer, provided that the following conditions are satisfied:

- i. With respect to accrued liability as of the date of the Transfer, any and all amounts which shall then be due and payable by Owner shall have been paid to Developer;
- ii. Developer shall have received promptly after the effective date of such Transfer, written notice from Owner of the Transfer and the name and address of the transferee;
- iii. Neither Owner, Owner's nominee, a partnership or joint venture in which Owner holds an interest, or Owner's Affiliate (as such term is defined hereinafter) holds title to the transferred Parcel, or any portion thereof or any interest therein.

If Owner shall fail to deliver any such written notice or pay any accrued amounts due, liability for payment of the Merchant's Association Charge shall continue to be binding upon and enforceable against Owner until such failure is cured; notwithstanding the foregoing, such liability shall be binding upon and enforceable against the transferee at all times. In the event, after demand for payment is delivered by Developer to the transferee, such transferee shall fail to pay the Merchant's Association Charge when due, Owner's liability for such payment shall continue and Owner agrees to pay Developer any and all of the Merchant's Association Charge due and outstanding within thirty (30) days after Developer delivers to Owner a written demand for payment. In the event that the Owner shall fail to pay to Developer any amounts to be paid under this Section 5, when due, Developer shall have all the rights and remedies provided in Section 11 hereof. Notwithstanding anything herein to the contrary, in the event the Owner Transfers the Parcel(s) to a third party with a net worth of at least Five Million and 00/100 Dollars (\$5,000,000.00) (increased by three percent (3%) per annum commencing on the first anniversary of the date hereof) at the time of the Transfer, or the third party transferee is affiliated with an entity which assumes or guarantees the debts of the third party transferee and the affiliated entity has a net worth of at least Five Million and 00/100 Dollars (\$5,000,000.00) (increased by three percent (3%) per annum commencing on the first anniversary of the date hereof) at the time of the Transfer, then in such case Owner shall be fully released from its obligation for the Merchant's Association Charge allocable to

the transferred Parcel and becoming due and payable after the date of Transfer, including any obligation which may otherwise arise due to the transferee's failure to pay the Merchant's Association Charge.

"Affiliate" Defined. As used in this Agreement, the word "Affiliate" shall mean (a) any corporation or other entity that directly or indirectly controls, is controlled by or is under common control with Owner, (b) an entity at least a majority of whose economic interest is owned by Owner, (c) any general or limited partnership, or limited liability partnership in which Owner is a general partner, or (d) any limited liability company in which Owner is a member. For purposes of this paragraph, "control" shall mean the power to direct the management of such entity through voting rights, ownership or contractual obligations.

[The remainder of this page is intentionally left blank.]



IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

DEVELOPER: COLUMBIA MALL PARTNERSHIP, a Delaware general partnership
By: SIMON PROPERTY GROUP, L.P., a Delaware limited partnership
By: SIMON PROPERTY GROUP, INC., a Delaware corporation, Managing General Partner
By: David Simon
David Simon, Chief Executive Officer

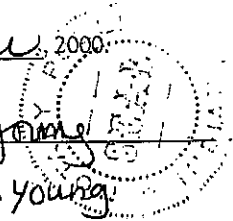
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared David Simon, to me personally known as the Chief Executive Officer of SIMON PROPERTY GROUP, INC., a Delaware corporation, managing General Partner of SIMON PROPERTY GROUP, L.P., a Delaware limited partnership, general partner of COLUMBIA MALL PARTNERSHIP, a Delaware general partnership, who acknowledged his execution of the foregoing instrument for and on behalf of said corporation by authority of its Board of Directors.

WITNESS my hand and Notarial seal this 4th day of December, 2000.

Marion County, Indiana
My Commission expires
May 26, 2001

Elizabeth T. Young
Notary Public
Elizabeth T. Young



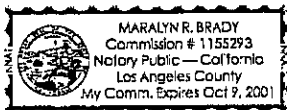


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On 11-30-08 before me, Marilyn R. Brady, Notary Public
Date Name and Title of Officer (e.g. Jane Doe, Notary Public)
personally appeared Barbara Mae Kissinger
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Marilyn R. Brady
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

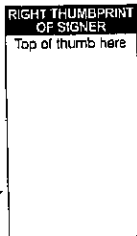
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Consent, Conditions & Restrictions Agreement
Document Date: none Number of Pages: 30
Signer(s) Other Than Named Above: David Simon

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: Barbara Kissinger Living Trust, Gen. Pur
Merrin Bart Trust, Gen. Pur



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LIST OF EXHIBITS

- Exhibit A Legal Description of Developer's Property
- Exhibit B Legal Description of Parcel
- Exhibit C Site Plan of the Center



EXHIBIT A

COLUMBIA MALL
DEVELOPER SITE

DEVELOPER FEE PARCEL

That portion of the south half of the southeast quarter of Section 30 and a portion of the northeast quarter of Section 31, all in Township 9 north, range 29 east, W.M., Benton County, Washington, described as follows:

Commencing at the northeast corner of said Section 31; thence N 89° 24' 30" W, along the north line thereof, for 232.88 feet to the westerly right of way margin of Columbia Center Boulevard; thence N 02° 15' 30" E, along said westerly right of way margin, for 76.03 feet; thence N 87° 44' 30" W for 829.34 feet to the true point of beginning; thence S 02° 15' 30" W for 570.00 feet; thence S 47° 15' 30" W for 175.76 feet; thence S 02° 15' 30" W for 512.53 feet; thence N 07° 44' 30" W for 110.00 feet; thence S 02° 15' 30" W for 267.58 feet to the north right of way margin of Quinault Avenue; thence N 89° 38' 47" W, along said north right of way margin, for 230.31 feet; thence N 84° 12' 46" W for 100.51 feet to the point of curvature of a non-tangent curve concave to the north and having a radius of 270.00 feet; thence northwesterly along the arc of said curve, through a central angle of 63° 19' 58", for an arc distance of 298.45 feet to intersect the easterly right of way margin of Center Parkway; thence N 00° 02' 25" E, along said easterly right of way margin for 1188.60 feet to the north line of said Section 31; thence N 00° 18' 02" W for 520.22 feet; thence N 89° 22' 17" E for 150.00 feet; thence N 00° 18' 02" W for 200.00 feet to the southerly right of way margin of the Oregon-Washington Railroad and Navigation Company's right of way; thence N 89° 22' 17" E, along said southerly right of way margin, for 208.71 feet; thence, leaving said south right of way margin, S 02° 15' 30" W for 342.93 feet; thence S 87° 44' 30" E for 205.00 feet; thence N 02° 15' 30" E for 353.27 feet to the southerly right of way margin of the Oregon-Washington Railroad and Navigation Company's right of way; thence N 89° 22' 17" E, along said southerly right of way margin, for 51.89 feet; thence S 00° 18' 02" E, along said railroad right of way margin, for 50.00 feet; thence N 89° 22' 17" E, along the southerly right of way margin of said railroad, for 5.82 feet; thence S 02° 15' 30" W for 575.78 feet, thence S 87° 44' 30" E for 265.66 feet to the true point of beginning.

A portion of the south half of the southeast quarter of Section 30 and a portion of the northeast quarter of Section 31, all in Township 9 north, range 29 east, W.M., Benton County, Washington, described as follows:

Commencing at the northeast corner of said Section 31; thence N 89° 24' 30" W, along the north line thereof, for 232.88 feet to the westerly right of way margin of Columbia Center Boulevard and the true point of beginning; thence N 02° 15' 30" E, along said westerly right of way margin, for 76.03 feet; thence N 87° 44' 30" W for 829.34 feet; thence S 02° 15' 30" W for 570.00 feet; thence S 47° 15' 30" W for 175.76 feet; thence S 02° 15' 30" W for 512.53 feet; thence N 87° 44' 30" W for 110.00 feet; thence S 02° 15' 30" W for 267.58 feet to the north right of way margin of Quinault Avenue, thence S 89° 38' 47" E, along said north right of way margin, for 828.94 feet; thence S 85° 46' 50" E, along said north right of way margin, for 15.14 feet; thence N 02° 15' 30" E for 434.36 feet; thence S 87° 44' 30" E for 105.00 feet to the point of curvature of a curve concave to the south and having a radius of 36.33 feet; thence southeasterly along the arc of said curve, through a central angle of 33° 24' 10", for an arc distance of 21.18 feet to the point of reverse curvature with a curve concave to the northeast and having a radius of 36.33 feet; thence southeasterly along the arc of said curve, through a central angle of 33° 24' 10", for an arc distance of 21.18 feet to the point of tangency; thence S 87° 44' 30" W for 75.00 feet to the westerly right of way margin of Columbia Center Boulevard; thence N 02° 15' 30" E, along said westerly right of way margin, for 948.97 feet to the true point of beginning.



COLUMBIA MALL
DEVELOPER SITE
DEVELOPER NON-MALL LEASE PARCELS

SERVICE STATION AND BANK SITE

That portion of the northeast quarter of Section 31, Township 9 north, Range 29 east, W.M., Benton County, Washington, described as follows:

Commencing at the northeast corner of said Section 31; thence N 89° 24' 30" W, along the north line thereof, for 232.88 feet to the westerly right of way margin of Columbia Center Boulevard; thence S 02° 15' 30" W, along said westerly right of way margin, for 948.97 feet to the true point of beginning; thence S 02° 15' 30" W, along said westerly right of way margin, for 150.26 feet; thence S 08° 33' 00" E for 286.55 feet to the northerly right of way margin of Quinalt Avenue; thence N 85° 46' 50" W, along said northerly right of way margin, for 273.90 feet; thence N 02° 15' 30" E for 434.36 feet; thence S 87° 44' 30" E for 105.00 feet to the point of curvature of a curve concave to the south and having a radius of 36.33 feet; thence southeasterly along the arc of said curve, through a central angle of 33° 24' 10", for an arc distance of 21.18 feet to the point of reverse curvature with a curve concave to the northeast and having a radius of 36.33 feet; thence southeasterly along the arc of said curve, through a central angle of 33° 24' 10", for an arc distance of 21.18 feet to the point of tangency; thence S 87° 44' 30" E for 75.00 feet to the true point of beginning.

Containing 2.36 acres, more or less.

CINEMA SITE

That portion of the south half of Section 30, Township 9 north, Range 29 East, W.M., Benton County, Washington, lying south of the Oregon-Washington Railroad and Navigation Company's right of way and more particularly described as follows:

Commencing at the southeast corner of said Section 30; thence N 89° 24' 30" W, along the south line thereof, for 232.88 feet to the westerly right of way margin of Columbia Center Boulevard; thence N 02° 15' 30" E, along said westerly right of way margin, for 76.03 feet; thence N 87° 44' 30" W for 1095.00 feet; thence N 02° 15' 30" E for 269.55 feet to the true point of beginning; thence N 02° 15' 30" E for 306.23 feet to the southerly right of way margin of the Oregon-Washington Railroad and Navigation Company's right of way; thence S 89° 22' 17" W, along said right of way, for 5.82 feet; thence N 00° 18' 02" W, along said right of way, for 50.00 feet; thence S 89° 22' 17" W, along said right of way, for 257.15 feet; thence S 02° 15' 30" W for 342.93 feet; thence S 87° 44' 30" E for 264.87 feet to the true point of beginning.

Containing 92,253 square feet, more or less.



COLUMBIA MALL
DEVELOPER SITE
DEVELOPER'S MALL STORE LEASE PARCEL

COLUMBIA CENTER MALL SITE

That portion of the south half of the southeast quarter of Section 30 and a portion of the northeast quarter of Section 31, all in Township 9 north, Range 29 east, W.M., Benton County, Washington, described as follows:

Commencing at the northeast corner of said Section 31; thence N 89° 24' 30" W, along the north line thereof, for 232.88 feet to a point on the west right of way line of Columbia Center Boulevard; thence N 02° 15' 30" E, along said right of way line, for 76.03 feet; thence N 87° 44' 30" W for 542.35 feet to the true point of beginning; thence S 02° 15' 30" W for 17.84 feet; thence S 87° 44' 30" E for 11.37 feet; thence S 02° 15' 30" W for 290.79 feet; thence N 87° 44' 30" W for 13.83 feet; thence S 02° 15' 30" W for 48.00 feet; thence N 87° 44' 30" W for 72.00 feet; thence S 02° 15' 30" W for 169.66 feet; thence S 87° 44' 30" E for 72.00 feet; thence S 02° 15' 30" W for 48.00 feet; thence S 87° 44' 30" E for 13.83 feet; thence S 02° 15' 30" W for 192.00 feet; thence N 87° 44' 30" W for 291.32 feet; thence N 02° 15' 30" E for 213.04 feet; thence N 87° 44' 30" W for 57.73 feet; thence S 47° 15' 30" W for 221.22 feet; thence N 42° 44' 30" W for 194.30 feet; thence N 47° 15' 30" E for 140.80 feet; thence N 42° 44' 30" W for 4.65 feet; thence N 47° 15' 30" E for 5.20 feet; thence N 42° 44' 30" W for 33.67 feet; thence N 47° 15' 30" E for 38.00 feet; thence N 42° 44' 30" W for 65.88 feet; thence N 47° 15' 30" E for 194.75 feet; thence S 42° 44' 30" E for 141.20 feet; thence S 87° 44' 30" E for 57.57 feet; thence N 02° 15' 30" E for 265.54 feet; thence S 87° 44' 30" E for 17.50 feet; thence N 02° 15' 30" E for 52.00 feet; thence S 87° 44' 30" E for 14.00 feet; thence N 02° 15' 30" E for 13.09 feet; thence S 87° 44' 30" E for 248.45 feet to the true point of beginning.

Containing 301,626 square feet, more or less.



Order No.: 87430-SS

EXHIBIT "B"

That portion of the Northeast quarter of Section 31, Township 9 North, Range 29 East, W.M., Benton County, Washington, described as follows:

Commencing at the Northeast corner of said Section 31;

thence North 89°24'30" West along the North line thereof, for 232.88 feet to the Westerly right of way margin of Columbia Center Boulevard, formerly known as Colorado Street;

thence South 02°15'30" West, along said Westerly right of way margin, for 948.97 feet to the true point of beginning;

thence South 02°15'30" West, along said Westerly right of way margin, for 150.26 feet;

thence South 08°33'00" East, along said Westerly right of way margin, for 86.27 feet;

thence North 87°44'30" West for 236.18 feet;

thence North 02°15'30" East for 247.00 feet;

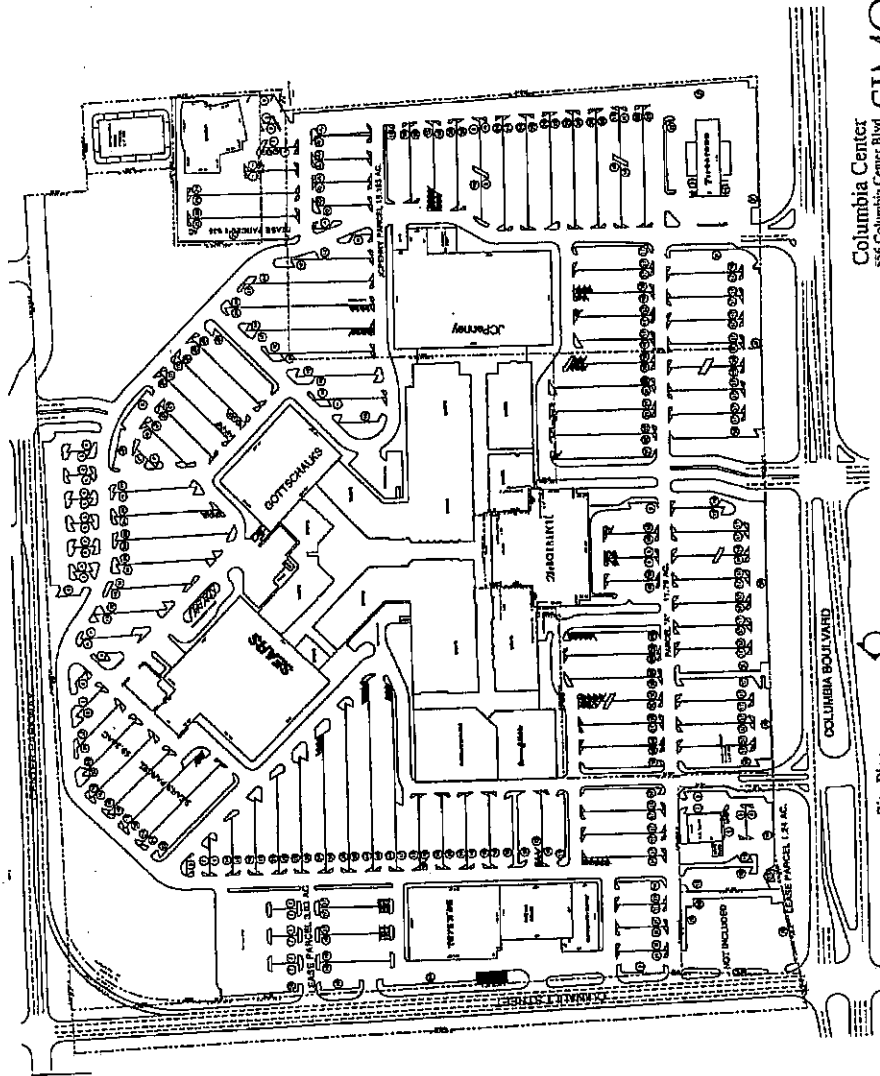
thence South 87°44'30" East for 105.00 feet to the point of curvature of a curve concave to the South and having a radius of 36.33 feet;

thence Southeasterly along the arc of said curve, through a central angle of 33°24'10", for an arc distance of 21.18 feet to the point of reverse curvature with a curve concave to the Northeast and having a radius of 36.33 feet;

thence Southeasterly along the arc of said curve, through a central angle of 33°24'10", for an arc distance of 21.18 feet to the point of tangency;

thence South 87°44'30" East for 75.00 feet to the True Point of Beginning;

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Columbia Center
556 Columbia Center Blvd
Kennewick, WA 99336
CORP. SEC.

Site Plan
0 100 200

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