

7200

WHEN RECORDED RETURN TO:

Thomas A. Barkewitz
Alston, Courtnage & Bassetti LLP
1000 Second Avenue
Suite 3900
Seattle, Washington 98104-1045

FL69591GL

FRONTIER TITLE CO.

Document Title: Declaration of Easements, Covenants and Restrictions for Lots 2-4
Court Street Crossing

Grantor: 1. McClaskey Pasco, LLC
2. TiSport Pasco, LLC

Grantee: 1. McClaskey Pasco, LLC
2. TiSport Pasco, LLC

Legal Description:

Abbreviated Legal Description: Lots 2-4, Binding Site Plan 95-5, according to the Survey thereof recorded under Auditor's File No. 525397 and amended by Affidavit of Correction recorded under Auditor's File No. 527404, records of Franklin County, Washington.

Full Legal Description: See Exhibit A attached

Assessor's Tax Parcel Nos.: 119-312-061; 119-312-072; 119-312-083

Reference Nos. of Documents Released or Assigned: 527045; 531274

No Real Estate Excise Tax Paid
This Instrument Exempt Under R.C.W. 82.45
Treasurer, Franklin Co.

5-28-2010

**DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR LOTS 2-4 COURT STREET CROSSING**

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LOTS 2-4 COURT STREET CROSSING (this "Declaration") is made and entered into as of May 28, 2010, by and among the undersigned parties.

RECITALS

A. On December 15, 1995, Tod E. McClaskey and Supermarket Development Corporation, the then-owners of that certain real property described on Exhibit A attached hereto and incorporated herein by this reference, along with the Owner of Lot 1 of Binding Site Plan 95-5, entered into that certain Declaration of Easements, Covenants and Restrictions For Court Street Crossing, which was recorded in Franklin County, Washington on January 5, 1996, under Franklin County Auditor's No. 527045, and amended by a First Amendment recorded May 21, 1996 under Franklin County Auditor's No. 531274 (as amended, the "Prior Declaration").

B. McClaskey Pasco, LLC, a Washington limited liability company ("McClaskey") is the current Owner of Lots 2 and 4 of the Property and was previously the Owner of Lot 3 of the Property.

C. Associated Grocers, Incorporated, a Washington corporation ("AG") has been a tenant of Lot 3 of the Property pursuant to a Lease with McClaskey as successor in interest to Tod E. McClaskey, which Lease has been terminated effective prior to the recording of this Declaration.

D. In accordance with Section 6 of the Prior Declaration, the Prior Declaration terminated as of the date the Lease between McClaskey and AG terminated.

E. AG has been the Grantee of an option to purchase Lots 2, 3 and 4 of the Property pursuant to a Purchase Option Agreement with McClaskey, which Purchase Option Agreement has been terminated effective prior to the recording of this Declaration.

F. TiSport Pasco, LLC, a Washington limited liability company ("TiSport") is the Owner of Lot 3, which TiSport purchased from McClaskey pursuant to a Real Estate Purchase and Sale Agreement by and among TiSport, McClaskey and AG (the "TiSport Purchase Agreement).

G. McClaskey and TiSport are all of the parties necessary to effectuate this Declaration. As of the date of recording of this Declaration, AG no longer has any right, title or interest in the Property.

DECLARATION

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Declaration agree as follows:

1. Acknowledgement of Termination of Prior Declaration. This Declaration will not be effective, binding or recorded until the date this Declaration will be recorded in the Real Property Records of Franklin County, Washington (the "Effective Date"), which will be on the same day as, but after, the recordation of the Deed from McClaskey conveying Lot 3 of the Property to TiSport. The parties to this Declaration acknowledge that, as of the date of termination of the Lease between McClaskey and AG, the Prior Declaration terminated in accordance with Section 6 thereof, and the Prior Declaration will have no further force and effect, and AG shall have no obligation or liability thereunder regardless of when accrued.

2. Definitions.

2.1. "Common Area" means:

(a) entrances and exits to and from the Property, all internal private roads, driveways within the Property, along with those sidewalks adjacent to and running alongside such roads and driveways (but not the sidewalks located in front of or alongside buildings constructed within any Lot unless such sidewalks also run alongside roads or driveways);

(b) the storm drainage system now or hereafter located on the Property including, without limitation, retention facilities and catch basins serving the Property;

(c) all utilities now or hereafter located on the Property including, without limitation, water, sanitary sewer, natural gas, electricity, cable and telephone services and any equipment related thereto serving the Property, excluding individual building services (e.g., utilities of vaults, transformers, cabling and cooling towers serving individual buildings); and

(d) all signage areas now or hereafter located on the Property generally identifying the Property and directional signage as to any buildings, but excluding individual building signage that is attached to, painted on or within a building.

For the purposes of this Declaration, the Common Area specifically excludes any portion of the Property on which a building has been or is hereafter constructed, parking areas (except to the extent storm drainage or utilities runs under any parking area) and those portions of driveways used as loading areas located immediately adjacent to a building. Except for the specific ingress, egress and access easement areas described in Section 3, each Owner will have the right to add, remove or relocate internal roads, driveways and sidewalks on such Owner's Lot from time to time.

2.2. "Lot" means any one of Lots 2, 3 or 4 within the Property.

2.3. "Owners" means all of the owners of any of the Property. The singular "Owner" means any one of the Owners.

2.4. "Property" means the real property legally described in Exhibit A attached to this Declaration, which real property is subject to Binding Site Plan 95-5 recorded November 6, 1995 in the Real Property Records of Franklin County, Washington under Auditor's File Number 525397 together with all improvements now or hereafter constructed on such real property.

3. Easements. Each Owner grants to the other Owners, along with their respective successors, assigns, mortgagees, tenants, subtenants, employees, agents, customers, licensees and invitees, the following easements:

(a) a permanent non-exclusive easement to use the entrances and exits to and from the Property;

(b) a permanent non-exclusive easement thirty (30) feet in width located on the 213.39 foot long private road on Lot 3 which runs north from Court Street and is located to the east of and immediately adjacent to Lot 2 (the "Lot 3 Tail") for purposes of vehicular ingress and egress and access to and from Lots 2 and 4;

(c) a permanent non-exclusive easement thirty (30) feet in width located along the southerly thirty (30) feet of Lot 3 (excluding the Lot 3 Tail) for purposes of vehicular ingress and egress and access to and from Lots 2 and 4;

(d) a permanent non-exclusive easement thirty (30) feet in width located along the westerly thirty (30) feet of the easterly forty (40) feet of Lot 4 (the "Lot 4 Tail") for purposes of vehicular ingress and egress and access to and from Lots 2 and 3;

(e) a permanent non-exclusive easement and right to use the Common Area for utilities which shall, to the extent practicable, be located underground; provided, however, that no such utilities may be constructed in any manner so as to impede or restrict vehicular or pedestrian traffic upon and across the parking areas, entrances, exits, driveways, sidewalks or other roadways located within the Property;

(f) a permanent non-exclusive easement and right to use the Common Area for storm drainage and retention facilities which shall, to the extent practicable, be located underground; provided, however, that no such storm drainage or retention facilities may be constructed in any manner as to impede or restrict vehicular or pedestrian traffic upon and across the parking areas, entrances, exits, driveways, sidewalks or other roadways located within the Property;

(g) permanent non-exclusive easement to place identifying signage on any pylon, monument or other signage located within the sign easement area identified on Binding Site Plan 95-5, in accordance with the conditions set forth in Section 5 of this Declaration; and

(h) the Owner of Lot 4 grants to the Owner of Lot 3, along with its respective successors, assigns, mortgagees, tenants, subtenants, employees, agents, customers, licensees and invitees, a permanent non-exclusive easement thirty (30) feet in width located along the southerly thirty (30) feet of Lot 4 (excluding the Lot 4 Tail) for purposes of vehicular ingress and egress and access to and from Lot 3.

No utilities or storm drainage or retention facilities will be installed without the prior approval of the Owner or Owners of the Lots affected thereby, which approval will not be unreasonably withheld, conditioned or delayed. Owners shall, to the extent reasonably practicable, share the use of utility lines, storm drainage and retention facilities serving the Property. Each Owner is granted a right of access over the Common Area for maintenance of the utilities, storm drainage and retention facilities serving such Owner's Lot or improvements. The Owner installing or maintaining any such utilities,

storm drainage or retention facilities shall complete such work as soon as possible following the commencement of installation or maintenance and shall restore any property affected thereby to a condition as good or better than the condition which existed prior to such installation or maintenance. Any such installation shall be performed in a manner so as not to interfere unreasonably with the operation of the Property or any business within the Property.

4. Property Uses. No part of the Property will be used as an adult bookstore, massage parlor or similar business.

5. Signage. In accordance with the Binding Site Plan covering the Property, a sign has been erected on the ten (10) foot sign easement area of Lot 1 of Binding Site Plan 95-5. As between the parties to this Declaration, approximately fifty percent (50%) of the tenant or business identification area of the sign will be allocated to the Owner of Lot 3 for purposes of advertising the name and business of such Owner or its subtenant. The sign faces shall be paid for by the respective users thereof. The Owner of Lot 3 shall bear no more than its percentage share (based on the percentage of the tenant identification area used by such Owner) of the cost of maintenance of the pylon sign. All signs shall comply fully with all applicable statutes, ordinances, rules and regulations, shall be compatible with the architectural scheme of the Property and they shall comply with such sign criteria as may hereafter be established by the Owners.

6. Common Area Operation and Maintenance

6.1. Maintenance. Owners shall operate, maintain, or cause to be operated and maintained, the Common Area within their respective Lots and shall keep or cause the same to be kept in good condition and in a neat, clean and orderly condition, properly lighted and landscaped and shall repair any damage to the facilities thereon. Owners may cause any or all of such services to be provided by an independent contractor or contractors.

6.2. Rules and Regulations. Owners may, at any time and from time to time, establish reasonable and non-discriminatory rules and regulations for the use of the Common Area within their respective Lots within the Property. Any Owner establishing such rules and regulations shall provide a copy to the other Owners.

7. Modification. This Declaration may not be modified in any respect whatsoever or rescinded in whole or in part except with the consent of the Owner of Lot 3, the Owner of Lot 4 and at least one other Owner (if any) at the time of such modification or rescission and then only by a written instrument duly executed and acknowledged by the required parties and recorded in the real property records of Franklin County, Washington; provided, however, that no modification will remove any right from or add any obligation to any Lot without the written consent of the Owner of that Lot

8. Term. The term of this Declaration will be for fifty (50) years from the date of recording of this Declaration, unless this Declaration is terminated earlier as by agreement of all of the then current Owners.

9. Miscellaneous Provisions.

9.1. Binding Effect. Each and all of the foregoing covenants, conditions and restrictions will apply to, inure to the benefit of, and bind the Owners and their respective successors and assigns.

9.2. Legal Effect. This Declaration is and will at all times be prior and therefore superior to the lien or charge of any subsequent mortgage or deed of trust affecting the Property or any part thereof or any improvements now or hereafter placed thereon. The breach of any of the covenants or restrictions contained in this Declaration, however, will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value affecting any portion of the Property. Any successor in interest by reason of foreclosure, trustee's sale or otherwise will be subject to this Declaration.

9.3. Covenants Running with the Land. All the provisions of this Declaration will be covenants running with the land and will continue until terminated as provided herein. It is expressly agreed that each covenant to do or refrain from doing some act within the Property (a) is for the benefit of the respective real estate interests of the Owners, (b) runs with the land, and (c) will benefit and/or burden all Owner and all successors of Owners.

9.4. Partial Invalidation. Invalidation of any one of the covenants, conditions, restrictions or other provisions contained in this Declaration by judgment or court order will in no way affect any of the other covenants, conditions, restrictions or provisions hereof, and the same will remain in full force and effect.

9.5. Remedies in the Event of Breach. This Declaration will create privity of contract and estate between Owners and among all Owners and their respective successors, transferees and assigns. In the event of a breach or attempted or threatened breach by any Owner or its respective successors, transferees or assigns of any of the terms, covenants and conditions of this Declaration, any aggrieved Owner will be entitled to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach, and the remedies specified in this Declaration will be cumulative.

9.6. Captions. The captions heading the various sections of this Declaration are for convenience and identification only and will not be deemed to limit or define the contents of the respective sections.

9.7. Attorneys' Fees. In the event any legal action is brought for the enforcement of this Declaration or as the result of any alleged breach thereof, the prevailing party or parties to such action will be entitled to an award of reasonable attorneys' fees and all related costs against the non-prevailing party or parties, and any judgment or decree rendered will include an award thereof.

9.8. Effect of Breach. It is expressly agreed that no breach of this Declaration will entitle any party in interest to cancel, rescind or otherwise terminate this Declaration, but such limitation will not affect in any manner any other rights which such party may have hereunder by reason of any breach of this Declaration.

9.9. No Public Rights. Nothing in this Declaration will be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Declaration will be strictly limited to and for the purposes expressed in it.

9.10. Interests Subordinate. All conveyances, mortgages and leases of any portion of the Property will be subject to and subordinate to the terms and provisions hereof.

9.11. Recording. This Declaration will take effect only upon the Effective Date, as evidenced by the recording of this Declaration and the recording of the deed from McClaskey conveying Lot 3 to TiSport in the Real Property Records of Franklin County, Washington on the same day.

9.12. Subdivision or Expansion. Owners covenant that if the Property is expanded or any portion thereof is subdivided or sold, the provisions of this Declaration will apply.

9.13. No Merger. The ownership or ground lease of the entire Property by the same party will not cause a merger or effect the termination of this Declaration.

9.14. Time is of the Essence. Time is of the essence with respect to performance of each and every covenant, condition and restriction contained in this Declaration.

9.15. Counterparts. This Declaration may be executed and acknowledged in multiple counterparts, which together will constitute one agreement. Either McClaskey or TiSport may detach the original signature and acknowledgement pages of the various counterparts of this Declaration and attach them all to one original of this Declaration so there is one fully signed and acknowledged copy of this Declaration for recording

This Declaration has been executed as of the day and year first above written.

MCCLASKEY PASCO, LLC, a
Washington limited liability company

By *Red M. Clady*
Its Member

By *T. J. Rich*
Its MEMBER

TISPORT PASCO, LLC, a Washington
limited liability company

By _____
Its _____

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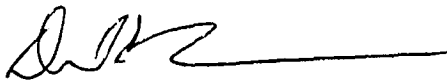
This Declaration has been executed as of the day and year first above written.

MCCLASKEY PASCO, LLC, a
Washington limited liability company

By _____
Its _____

By _____
Its _____

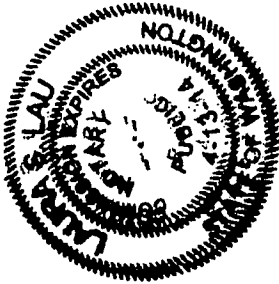
TISPORT PASCO, LLC, a Washington
limited liability company

By  _____
Its CFO _____

STATE OF WASHINGTON)
COUNTY OF King) ss.

On this 27th day of May, 2010, before me, a Notary Public in and for the State of Washington, personally appeared Rod G. McClaskey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Member of McCLASKEY PASCO, LLC, a Washington limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



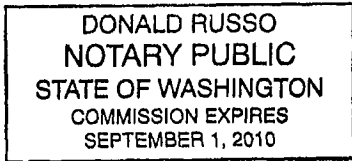
Dawn S. Hall

NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My appointment expires 11/13/14
Print Name Dawn S. Hall

STATE OF WASHINGTON)
COUNTY OF Clark) ss.

On this 26 day of May, 2010, before me, a Notary Public in and for the State of Washington, personally appeared Tod K. McClaskey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Member of McCLASKEY PASCO, LLC, a Washington limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



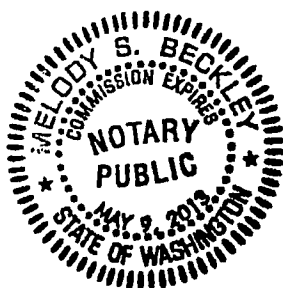
Donald Russo

NOTARY PUBLIC in and for the State of Washington, residing at Vancouver
My appointment expires 9/1/2010
Print Name Donald Russo

STATE OF WASHINGTON)
COUNTY OF Benton) ss.

On this 20th day of May, 2010, before me, a Notary Public in and for the State of Washington, personally appeared David Lippes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the CEO of TISPORT PASCO, LLC., a Washington limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Melody S. Beckley
NOTARY PUBLIC in and for the State of
Washington, residing at Kennewick
My appointment expires 05-09-2013
Print Name Melody S. Beckley

EXHIBIT A

Legal Description of the Property

That certain real property located in Franklin County, Washington and legally described as follows:

Lot 2, Binding Site Plan 95-5, according to the Survey thereof recorded under Auditor's File No. 525397 and amended by Affidavit of Correction recorded under Auditor's File No. 527404, records of Franklin County, Washington.

Lot 3, Binding Site Plan 95-5, according to the Survey thereof recorded under Auditor's File No. 525397 and amended by Affidavit of Correction recorded under Auditor's File No. 527404, records of Franklin County, Washington.

Lot 4, Binding Site Plan 95-5, according to the Survey thereof recorded under Auditor's File No. 525397 and amended by Affidavit of Correction recorded under Auditor's File No. 527404, records of Franklin County, Washington.