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DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
THE LAKES SOUTH

KNOW ALL MEN BY THESE PRESENTS:

That BAKER BOYER NATIONAL BANK, a corporation, is the owner in fee simple of all the real property located in Benton County, Washington, more particularly described on Annex "A," and incorporated herein by reference, and does hereby make all of the property herein referenced subject to the following protective covenants, reservations and restrictions which shall run with the land and shall be binding upon all owners and users of land, together with their heirs, successors and assigns.

BENTON-FRANKLIN TITLE CO.

BF

1. General Plan: The Owner (Developer) does hereby establish a general plan for the improvement and development of the land as described on Annex "A," and does hereby establish covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions thereof shall be improved, sold, conveyed and used. It is the intent and purpose to ensure that the development of all lots shall be in the form of small acreages with high quality family residences where the future owners and their families may pursue small scale, part-time agricultural and animal husbandry activities such as may be characterized by ownership and use of riding horses and 4-H and FFA projects (except swine) for young people. It is the further intent and purpose of these restrictions and covenants to ensure the high quality of dwellings and other structures now and in the future, to protect the health, safety, welfare and security of monetary investments, and to further all things conducive to harmony and compatibility among neighbors. This development shall be known as "The Lakes South."

2. Effect of Covenants: The covenants, conditions, reservations and restrictions herein set out are to run with the land and shall be binding upon all parties and all persons owning lots, or any interest therein, and shall inure and pass with each

Being rerecorded to attach legal description.

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RODGER LAGNER  
BENTON COUNTY, AUDITOR

and every parcel of land, and shall bind the respective successors in interest of the present Owner hereof.

3. Architectural Review Committee: An Architectural Review Committee consisting of three (3) members shall be elected by a majority of owners of lots subject to these restrictive covenants. The Developer shall appoint the members who shall serve until January, 1992. The Owners shall appoint the members of the first Review Committee beginning in January of 1992. Annually thereafter, Committee members shall be elected during a meeting held for that purpose and called in January of each year. It shall be the duty of the Architectural Review Committee to schedule the meeting and provide at least ten (10) days notice to each lot owner or contract purchaser. There shall be one vote for each lot or parcel of land subject to these restrictive covenants. The Committee, as elected, shall have full authority to review and approve all proposed construction or uses of any lots made subject to these protective covenants and conditions.

A. Term of Participation: Each member elected to the Architectural Review Committee shall serve in one year increments, provided that any member of the committee may be re-elected for an unlimited number of terms. Any vacancy occurring on the Architectural Review Committee during the calendar year shall be filled by the remaining members of the Committee until such time as the annual election for new members is conducted. Members of the Architectural Review Committee (except the initial Committee) shall consist entirely of lot owners subject to these restrictive covenants.

B. Plans and Specifications: Before any construction is commenced on any lot and before any exterior alterations are made to any existing structures, a copy of the architectural plans and specifications and site plan of the proposed structure and its location shall be submitted to the Architectural Review Committee. Such construction or alteration shall not be started until approval in writing has been given by the Architectural Review Committee. The Architectural Review Committee shall have the power and

authority to refuse to approve any design or finish of any proposed construction or alteration which is not compatible to the area, aesthetically or otherwise, and in so passing upon such design or finish, the Architectural Review Committee shall have the right to take into consideration the suitability of the proposed structure, the material of which it is to be built, the site upon which it is proposed to be erected, the harmony with other buildings and surroundings, the effect on the outlook of the adjacent or neighboring property, and any and all factors which, in the opinion of the Architectural Review Committee, shall affect the desirability or suitability of such proposed structure, and its location on the site, or the improvement or alteration. In the event the Architectural Review Committee fails to approve or disapprove such proposal within thirty (30) days after the plans and specifications have been submitted to and personally received by the Architectural Review Committee, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

C. Appeal Process: If a member believes that their proposed construction has been improperly rejected by the Architectural Review Committee, then such member shall have the right to appeal the decision of the Architectural Review Committee by properly notifying the Committee of the desire to appeal the decision within thirty (30) days after such decision has been made. The Committee will take appropriate action to call a meeting of the Homeowners (lot owners) to review the decision of the Architectural Review Committee. At a meeting specially called for the purpose, the Architectural Review Committee and the Homeowners shall each have a brief period to explain their positions, after which the Homeowners by vote shall have the authority to either approve the decision of the Architectural Review Committee, overrule it or modify that decision in any manner. A vote of the majority of Homeowners (lot owners) present at such a meeting shall be final for all purposes.

D. Liability: The Architectural Review Committee shall not be held responsible or liable for covenant violations by lot owners nor shall the Committee be liable for design and plan approvals that have been given after due consideration.

4. Land Use: The term "Residential lots" or "Lots," as used herein, means all of the lots now or hereafter made subject to these restrictive covenants.

A. Single Family Residences: No structure shall be erected, altered, placed or permitted to remain on any building lot other than one detached, single-family residence for single family occupancy only. No residence may exceed thirty feet in height above ground level before construction. All homes shall be stick built homes built on the site on a concrete slab or foundation, with prefabrication to be limited to framework, doors, windows, cabinetry, duct work and fixtures. No more than fifty percent (50%) of any construction, including the items referenced, may be performed offsite. No electrical, plumbing or heating and cooling systems may be installed offsite. No premanufactured, mobile or modular home, or similar type of home which is constructed offsite, shall be allowed. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,500 square feet for a one-story dwelling, or the top two levels of a split-level dwelling, nor less than 1,100 square feet for the ground floor area of a dwelling of more than one story. (For the purposes of this provision, a home with a daylight basement shall be considered a dwelling of more than one story.) No single family dwelling costing less than \$75,000.00 shall be permitted on any lot. This cost is intended to be that of the permanent structure only, exclusive of land, landscaping and outbuildings. The intent and purpose of this covenant is to ensure that all buildings shall be of quality, workmanship and materials the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. This minimum cost shall be reviewed annually, and

may be increased by the Architectural Review Committee to be adjusted for inflation and other building cost changes.

B. Building Location and Set-Back Lines: The location of any building or other structure shall be in accordance with applicable building codes, zoning ordinances, and the requirements established and uniformly applied by the Architectural Review Committee.

No building, or any part thereof, including garage and porches, shall be erected on any lot closer than thirty (30) feet to the front street line or closer than ten (10) feet to either side lot line, or closer than twenty (20) feet to the rear lot line from the drip line of the house. No building shall be located on any lot in violation of the requirements of the governing municipality.

C. Construction Time: The construction of the exterior of the residence, including finished painting, shall be completed within nine months from the date that the construction of the residence is commenced. All landscaping, including completed lawn, shall be completed within one (1) year of the commencement of construction of the dwelling.

D. Garage, Outbuildings and Parking: The garage shall be limited to a space necessary for two or more cars. No garage door may be larger than nine (9) feet in height unless previously approved by the Architectural Review Committee and by the appropriate governmental planning body, if necessary. The location of the garage must have the prior approval of the Committee, if not attached to the residence.

No outbuilding shall be constructed of a distance not less than forty (40) feet away from any residence. All outbuildings must conform in appearance to the quality of work required of residences. No outbuilding may exceed fifteen feet in height.

Each owner of a lot shall provide off-street parking of sufficient size to park two standard size automobiles. Garages do not satisfy this requirement. "Off-street" is defined

as an area not included between the street, curb lines, and utility lines as set forth in the record of survey.

E. Additional Structures: No trailer, tent, shack, mobile home, modular home, manufactured unit, outbuilding, guest house, tool shed, storage building, or similar structure shall be temporarily used as a residence upon any lot at any time for a period exceeding three (3) months.

During the construction process, the contractor shall be allowed to have a temporary construction trailer during the period allowed for construction only.

F. Special Development Standards for Stables: Standings under roofed stables must be made of material which provides for proper drainage so as not to create offensive odors, fly or insect breeding or other nuisances. Manure must be collected at least once a week and shall be disposed of in one or more of the following manners:

- 1) Placement of manure in a fly-proof container, with periodic removal of manure from the lot;
- 2) Adequate burying of the manure;
- 3) Removal of manure from the lot and adequate disposal outside of the property subject to these restrictive covenants.

Fences, pens, corrals or similar enclosures must be of sufficient height and strength to retain animals, and shall be approved by the Architectural Review Committee.

5. Duration: These Reservations and Restrictive Covenants shall continue in full force and effect perpetually unless otherwise amended as hereinafter provided.

6. Fencing: No barbed wire fencing shall be used along any street line. All fencing shall be decorative in nature and shall be approved in advance by the Architectural Review Committee. No fence may be more than forty-two (42) inches for front yard, and six (6) feet high for back yard. All fencing shall also conform to applicable building codes and zoning ordinances.

7. Livestock: Animals (except swine) may be kept for domestic purposes, it being understood that part-time agriculture and animal husbandry are permitted activities. One animal (except swine) per lot shall be allowed on any lot, provided that there is a minimum of 15,000 square feet of gross pasture area. Any lot that has an additional 15,000 square feet of gross pasture area may have one additional animal for each additional 15,000 square feet of pasture area. Bare dirt pasture areas are expressly prohibited, except that area immediately surrounding any stable. General pasture area shall be maintained with vegetation at all times. Gross pasture area shall be defined as that portion of the lot which is fenced and used solely for the grazing and keeping of animals. If any animal is born on the premises which causes the maximum allowable number of animals to be exceeded, adjustment must be made within twelve (12) months to bring the total number of animals within compliance with the use restriction.

8. Agricultural Uses: Property may be used for production of crops, including other horticultural activities such as nurseries, as is consistent with county zoning ordinances.

9. Garbage, Trash, Weeds, Nuisance: Garbage receptacles and trash cans shall be sanitary and in complete conformity with municipal sanitary rules and regulations.

In the event that any owner of any property shall fail or refuse to keep such premises free from weeds, underbrush, refuse piles, trash, garbage, waste, or other unsightly objects or growths, the Architectural Review Committee or its delegate, may enter upon such lands and remove the same at the expense of the fee owner or occupant and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the Architectural Review Committee and against such lot for the full amount chargeable to such lot. Such amount shall be due and payable within thirty (30) days after the fee owner or occupant is billed therefor.

10. Business Use: No trade, craft, business or profession of a public nature, commercial or manufacturing enterprise of any kind

shall be conducted or carried on upon any residential lot or within any building located within the property subject to these protective covenants on a residential lot.

11. Sewer System and Disposal: It is understood that at the time of the filing of these restated protective covenants, sewage disposal facilities for dwellings shall be provided in accordance with the general septic tank requirements of the Benton County Health Department, as now existing, or as hereafter amended. It is agreed that upon the extension to any of the lots within the jurisdiction of these protective covenants of substitute sanitary treatment facilities, each lot Owner shall be obligated to abandon said septic tank disposal system, regardless of the useful life of the septic tank and hook onto the public sewer system when available, and as directed by the Benton County authorities, and to share in the improvement district expense associated therewith.

12. Vehicles: Trailers, trucks and other vehicles shall not be stored or parked on the premises nearer than the front property line or the minimum set back line. No motor homes, mobile homes, camper trailers or boats shall be stored or parked on any lot unless the vehicle is screened from view of neighboring lots in a manner approved by the Architectural Review Committee in a location as approved by that Committee. All farm equipment shall be properly stored and screened from view of neighboring lots. No lot owner shall permit a vehicle owned by him or any member of his family or acquaintance which is in a state of disrepair to be abandoned or to remain parked on any street within the property in excess of forty-eight (48) hours.

13. Signs: No signs shall be erected or maintained upon any lot without the prior written consent of the Architectural Review Committee, except that the property owner may display signs for public elections or to advertise that the property is for sale or lease, but such signs shall be no larger than six square feet.

14. Lakes and Ponds: No power boats of any kind whatsoever, no swimming rafts nor swimming floats of any kind shall be

permitted on any lake or pond within the area covered by these restrictive covenants.

15. Antennas: No radio or television antenna shall be permitted to extend more than ten (10) feet above the roofline of any residence without the written approval of the Architectural Review Committee. No satellite dish nor other such receiver shall be installed other than in a manner and location as approved by the Architectural Review Committee and screened from view of the neighboring lots.

16. Drainage: No structures, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the drainage of slope areas which would create flooding, erosion, drainage, or sliding problems. Slope areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

17. Easements: Public utility easements as dedicated in the Record of Survey shall be for the purpose of construction and maintenance of irrigation, water and sewer lines, power and telephone lines and such other public utility services as may be provided and there shall be no encroachments upon any easements in any manner.

18. Maintenance: In the event an Owner of any lot and improvement shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Review Committee, then the Architectural Review Committee shall be entitled to contract for the appropriate maintenance at the Owner's expense. The Architectural Review Committee shall give the Owner notice of the defective condition or maintenance problem and the Owner shall be required to remedy the problem, or provide a schedule and plan of remedying the problem to the Committee within ninety (90) days of receipt of notice. If the Owner takes no action during said period of time, the Architectural Review Committee shall have the authority to hire a contractor or

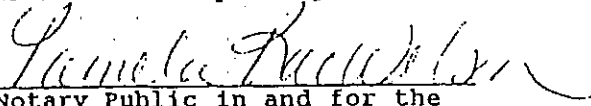
contractors, or other individuals necessary to perform the maintenance required to bring the premises and improvements to the minimum standards as established by the Committee. All work as contracted by the Committee on or for the premises shall be deemed to be under the authority of the Owner of the premises, such that the contractor(s) and subcontractor(s) who perform(s) the services shall be entitled to collect payment for such services directly from the Owner and shall be entitled to place a mechanic's and/or materialman's lien against the Owner's premises to secure payment of the sums owed. Each lot Owner, by accepting title to any property as covered by these protective covenants, does hereby irrevocably appoint the Architectural Review Committee as its attorney in fact for purposes of contracting for work as necessary to properly maintain the premises pursuant to the provisions of this paragraph and these restrictive covenants.

19. Enforcement: For a violation or a breach of any of the reservations restrictions or conditions contained in these protective covenants by any person, the Architectural Review Committee and/or any owner of any lot, jointly or severally, shall have the right to proceed at law or in equity to collect damages or to compel a compliance with the terms hereof or to prevent the violation or breach of any covenant herein. If the plaintiff prevails in such litigation against the violator, the plaintiff shall also be entitled to reasonable attorney fees and costs incurred in such litigation. If the Architectural Review Committee brings a suit in law or equity for damages or to compel a compliance with the terms hereof or to prevent a violation or breach hereof, then the violator shall be responsible for the payment of all attorney fees and costs and when such damages, fees, and costs are assessed, the same shall become a judgment in favor of the plaintiff or the Architectural Review Committee, as the case may be, and the same shall be a lien against the lot upon which the violation occurred. Suit to recover damages and attorney fees and costs shall be maintainable without foreclosing or waiving the lien securing the same. In the alternative, the holder of such money



instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said corporation.

GIVEN under my hand and official seal the day and year first above written.

  
Notary Public in and for the  
State of Washington, residing  
at Walla Walla.

## OFFICIAL RECORDS

## TRACT ONE

THAT PORTION OF THE WEST HALF OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°39'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 2309.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°43'34"E FOR 113.69 FEET TO THE NORTHERLY RIGHT OF WAY MARGIN OF LATHIN ROAD; THENCE S83°43'45"W, ALONG SAID RIGHT OF WAY MARGIN, FOR 141.09 FEET TO THE POINT OF CURVATURE WITH A 1030.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°51'56", FOR AN ARC DISTANCE OF 231.26 FEET TO THE POINT OF TANGENCY; THENCE S72°31'49"W FOR 113.69 FEET TO INTERSECT THE EASTERLY RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD ON A 1030.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST (THE RADIUS POINT BEARS S71°11'40"W); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°44'55", FOR AN ARC DISTANCE OF 197.27 FEET TO THE POINT OF TANGENCY; THENCE N27°33'15"W FOR 190.00 FEET TO THE POINT OF CURVATURE WITH A 970.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°26'17", FOR AN ARC DISTANCE OF 142.83 FEET; THENCE, LEAVING SAID BOMBING RANGE ROAD RIGHT OF WAY MARGIN, N89°16'26"E FOR 678.61 FEET TO THE TRUE POINT OF BEGINNING.  
 SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE EAST 30 FEET THEREOF.

## TRACT 2

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°39'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 2003.98 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°43'34"E FOR 303.94 FEET; THENCE S89°16'26"W FOR 678.61 FEET TO INTERSECT THE EASTERLY RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD ON A 970.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (THE RADIUS POINT BEARS N70°53'01"E); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°23'17", FOR AN ARC DISTANCE OF 311.30 FEET; THENCE, LEAVING SAID RIGHT OF WAY MARGIN, N89°16'26"E FOR 728.19 FEET TO THE TRUE POINT OF BEGINNING.  
 SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE EAST 30 FEET THEREOF.

## TRACT 3

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°39'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1700.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°43'34"E FOR 303.34 FEET; THENCE S89°16'26"W FOR 728.19 FEET TO INTERSECT THE EASTERLY RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD ON A 970.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST (THE RADIUS POINT BEARS N89°16'18"E); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°10'27", FOR AN ARC DISTANCE OF 87.60 FEET TO THE POINT OF TANGENCY; THENCE N04°26'45"E FOR 216.75 FEET; THENCE, LEAVING SAID RIGHT OF WAY MARGIN, N89°16'26"E FOR 704.66 FEET TO THE TRUE POINT OF BEGINNING.  
 SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE EAST 30 FEET THEREOF.

## TRACT 4

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°39'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1383.14 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°43'34"E FOR 315.48 FEET; THENCE S89°16'26"W FOR 704.66 FEET TO INTERSECT THE EASTERLY RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD; THENCE N04°26'45"E, ALONG SAID RIGHT OF WAY MARGIN, FOR 318.77 FEET; THENCE, LEAVING SAID RIGHT OF WAY MARGIN, N89°16'26"E FOR 678.10 FEET TO THE TRUE POINT OF BEGINNING.  
 SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE EAST 30 FEET THEREOF.

## TRACT 5

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°39'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1035.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°43'34"E FOR 323.40 FEET; THENCE S89°16'26"W FOR 678.10 FEET TO INTERSECT THE EASTERLY RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD; THENCE N04°26'45"E, ALONG SAID RIGHT OF WAY MARGIN, FOR 330.75 FEET; THENCE, LEAVING SAID RIGHT OF WAY MARGIN, N89°16'26"E FOR 646.29 FEET TO THE TRUE POINT OF BEGINNING.  
 SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE EAST 30 FEET THEREOF AND SUBJECT TO AN IRRIGATION EASEMENT OVER, UNDER AND ACROSS THE NORTH 20 FEET OF THE SOUTH 75 FEET THEREOF.

TRACT 6  
THAT PORTION OF THE NORTHWEST QUARTER, SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 658.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°43'34"E FOR 396.94 FEET; THENCE S89°16'26"W FOR 646.29 FEET TO INTERSECT THE EASTERLY RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD; THENCE N04°26'45"E, ALONG SAID RIGHT OF WAY MARGIN, FOR 59.89 FEET TO THE POINT OF CURVATURE WITH A 651.74 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°22'41", FOR AN ARC DISTANCE OF 15.68 FEET; THENCE S06°53'56"E, RADIIALLY, FOR 3.00 FEET; THENCE NORTHERLY ALONG THE ARC OF A 654.74 FOOT NON-TANGENT RADIUS CURVE CONCAVE TO THE WEST, THROUGH A CENTRAL ANGLE OF 24°34'28", FOR AN ARC DISTANCE OF 280.82 FEET; THENCE, LEAVING SAID RIGHT OF WAY MARGIN, S89°59'10"E FOR 373.17 FEET; THENCE N71°10'22"E FOR 58.54 FEET; THENCE N53°23'16"E FOR 60.34 FEET TO THE TRUE POINT OF BEGINNING.  
SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE EAST 30 FEET THEREOF.  
SUBJECT TO A 100 FOOT WIDE B.P.A. TRANSMISSION LINE EASEMENT AS RECORDED UNDER AUDITOR FILE NOS. 219719 AND 222722 RECORDS OF BENTON COUNTY, WASHINGTON.

TRACT 7  
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 658.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°43'34"E FOR 630.74 FEET; THENCE N89°52'51"E FOR 327.98 FEET; THENCE N00°07'09"W FOR 674.98 FEET; THENCE S78°47'37"W FOR 230.31 FEET; THENCE N58°10'24"W FOR 73.88 FEET; THENCE N59°20'43"W FOR 41.71 FEET; THENCE S77°30'03"W FOR 12.18 FEET TO THE TRUE POINT OF BEGINNING.  
SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE WEST 30 FEET AND THE SOUTH 40 FEET THEREOF, AND  
SUBJECT TO A 100 FOOT WIDE B.P.A. TRANSMISSION LINE EASEMENT AS RECORDED UNDER AUDITOR FILE NOS. 219719 AND 222722 RECORDS OF BENTON COUNTY, WASHINGTON.

TRACT 8  
THAT PORTION OF THE NORTH HALF OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1349.54 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°52'51"E FOR 327.98 FEET; THENCE N78°47'37"E FOR 35.17 FEET; THENCE S43°14'30"E FOR 148.82 FEET; THENCE S87°47'13"E FOR 73.80 FEET; THENCE N89°29'33"E FOR 126.87 FEET; THENCE S55°27'47"E FOR 27.84 FEET; THENCE S00°07'09"E FOR 800.38 FEET; THENCE S89°52'51"W FOR 338.31 FEET TO THE TRUE POINT OF BEGINNING.  
SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE SOUTH 40 FEET THEREOF, AND  
SUBJECT TO A 100 FOOT WIDE B.P.A. TRANSMISSION LINE EASEMENT AS RECORDED UNDER AUDITOR FILE NOS. 219719 AND 222722 RECORDS OF BENTON COUNTY, WASHINGTON.

TRACT 9  
THAT PORTION OF THE NORTH HALF OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1349.54 FEET; THENCE N89°52'51"E FOR 886.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE N00°07'09"W FOR 600.38 FEET; THENCE S55°27'47"E FOR 62.55 FEET; THENCE S68°31'17"E FOR 79.80 FEET; THENCE N88°21'21"E FOR 102.67 FEET; THENCE N51°01'56"E FOR 87.61 FEET; THENCE N27°52'18"E FOR 119.63 FEET; THENCE N78°19'09"E FOR 24.99 FEET; THENCE S00°07'09"E FOR 704.62 FEET; THENCE S89°52'51"W FOR 378.98 FEET TO THE TRUE POINT OF BEGINNING.  
SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE SOUTH 40 FEET THEREOF, AND  
SUBJECT TO A 100 FOOT WIDE B.P.A. TRANSMISSION LINE EASEMENT AS RECORDED UNDER AUDITOR FILE NOS. 219719 AND 222722 RECORDS OF BENTON COUNTY, WASHINGTON.

TRACT 10  
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1349.54 FEET; THENCE N89°52'51"E FOR 1063.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE N00°07'09"W FOR 704.62 FEET; THENCE S77°10'23"E FOR 25.81 FEET; THENCE S32°28'37"E FOR 30.30 FEET; THENCE S54°33'27"E FOR 73.38 FEET; THENCE N73°18'01"E FOR 84.25 FEET; THENCE N73°26'47"E FOR 73.99 FEET; THENCE N56°30'44"E FOR 60.47 FEET; THENCE S00°07'09"E FOR 704.25 FEET; THENCE S89°52'51"W FOR 328.81 FEET TO THE TRUE POINT OF BEGINNING.  
SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE SOUTH 40 FEET THEREOF, AND  
SUBJECT TO A 100 FOOT WIDE B.P.A. TRANSMISSION LINE EASEMENT AS RECORDED UNDER AUDITOR FILE NOS. 219719 AND 222722 RECORDS OF BENTON COUNTY, WASHINGTON.

## DESCRIPTIONS CONTINUED

## OFFICIAL RECORDS

TRACT 11  
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17: THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1349.54 FEET; THENCE N89°52'51"E FOR 1392.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE N00°07'09"W FOR 704.25 FEET; THENCE N19°38'42"E FOR 43.42 FEET; THENCE S75°07'42"E FOR 59.17 FEET; THENCE S72°21'46"E FOR 198.24 FEET; THENCE N73°38'14"E FOR 47.21 FEET; THENCE S00°07'09"E FOR 726.43 FEET; THENCE N63°52'39"W FOR 107.09 FEET; THENCE S89°52'51"W FOR 208.56 FEET TO THE TRUE POINT OF BEGINNING;  
SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTHERLY 30 FEET THEREOF AND SUBJECT TO A 20 FOOT WIDE IRRIGATION EASEMENT OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE AFORESAID TRUE POINT OF BEGINNING: THENCE N00°07'09"W FOR 30.00 FEET TO THE CENTERLINE OF SAID 20 FOOT IRRIGATION EASEMENT AND THE TRUE POINT OF BEGINNING OF SAID IRRIGATION EASEMENT; THENCE N89°52'51"E FOR 306.20 FEET TO THE EAST LINE OF SAID TRACT 11 AND THE TERMINUS OF SAID IRRIGATION EASEMENT CENTERLINE.

TRACT 12  
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17: THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1349.54 FEET; THENCE N89°52'51"E FOR 1600.67 FEET; THENCE S65°52'39"E FOR 107.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE N00°07'09"W FOR 726.43 FEET; THENCE N73°38'14"E FOR 4.65 FEET; THENCE N53°46'07"E FOR 57.71 FEET; THENCE N71°44'21"E FOR 141.38 FEET; THENCE S63°37'04"E FOR 44.65 FEET TO THE WEST BOUNDARY OF LOT 6, BLOCK 2, THE LAKES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 66, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE S14°53'08"W FOR 200.39 FEET; THENCE S75°04'52"E FOR 141.44 FEET; THENCE S14°43'08"W FOR 190.00 FEET; THENCE S75°08'52"E FOR 18.01 FEET; THENCE S14°53'08"W FOR 280.00 FEET; THENCE S75°08'52"E FOR 190.00 FEET; THENCE S14°53'08"W FOR 30.45 FEET; THENCE S75°08'52"E FOR 142.47 FEET; THENCE S10°14'32"W FOR 263.21 FEET; THENCE, LEAVING THE WEST BOUNDARY OF THE LAKES SUBDIVISION, N63°52'39"W FOR 334.41 FEET TO THE TRUE POINT OF BEGINNING.  
SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTHERLY 30 FEET THEREOF AND SUBJECT TO A 20 FOOT IRRIGATION EASEMENT OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE AFORESAID TRUE POINT OF BEGINNING: THENCE N00°07'09"W FOR 13.97 FEET TO THE CENTERLINE OF SAID 20 FOOT IRRIGATION EASEMENT AND THE TRUE POINT OF BEGINNING OF SAID IRRIGATION EASEMENT; THENCE N89°52'51"E FOR 431.05 FEET; THENCE S06°41'39"E FOR 284.61 FEET TO THE SOUTH LINE OF SAID TRACT 12 AND THE TERMINUS OF SAID IRRIGATION EASEMENT.

TRACT 13  
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17: THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1349.54 FEET; THENCE N89°52'51"E FOR 1482.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°52'51"E FOR 118.02 FEET; THENCE S65°52'39"E FOR 641.50 FEET TO THE WEST LINE OF LOT 11, BLOCK 2, THE LAKES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 66, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE, ALONG THE WEST LINE OF SAID PLAT, S10°14'32"W FOR 218.87 FEET; THENCE N65°52'39"W FOR 55.89 FEET; THENCE S10°14'32"W FOR 103.01 FEET; THENCE, LEAVING SAID PLAT BOUNDARY, N65°52'39"W FOR 314.92 FEET; THENCE S79°55'32"W FOR 306.47 FEET; THENCE N00°43'34"W FOR 480.78 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE NORTHERLY 30 FEET THEREOF AND SUBJECT TO A 20 FOOT IRRIGATION EASEMENT OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE AFORESAID TRUE POINT OF BEGINNING: THENCE N89°52'51"E FOR 118.02 FEET; THENCE S65°52'39"E FOR 615.56 FEET TO THE CENTERLINE OF SAID IRRIGATION EASEMENT AND THE TRUE POINT OF BEGINNING OF SAID 20 FOOT IRRIGATION EASEMENT; THENCE S08°41'39"E FOR 84.45 FEET TO THE WEST LINE OF SAID PLAT OF THE LAKES AND THE TERMINUS OF SAID IRRIGATION EASEMENT; AND SUBJECT TO A 100 FOOT WIDE B.P.A. TRANSMISSION LINE EASEMENT AS RECORDED UNDER AUDITORS' FILE NOS. 219719 AND 222772, RECORDS OF BENTON COUNTY, WASHINGTON.

TRACT 14  
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17: THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1349.54 FEET; THENCE N89°52'51"E FOR 1061.83 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°52'51"E FOR 420.78 FEET; THENCE S00°43'34"E FOR 480.78 FEET; THENCE S79°55'32"W FOR 424.42 FEET; THENCE N00°43'34"W FOR 534.50 FEET TO THE TRUE POINT OF BEGINNING.  
SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER UNDER AND ACROSS THE NORTH 30 FEET THEREOF AND SUBJECT TO A 100 FOOT WIDE B.P.A. TRANSMISSION LINE EASEMENT AS RECORDED UNDER AUDITOR'S FILE NOS. 219719 AND 222772, RECORDS OF BENTON COUNTY, WASHINGTON.

TRACT 15  
THAT PORTION OF THE NORTH HALF OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17: THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1349.54 FEET; THENCE N89°52'51"E FOR 690.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°52'51"E FOR 371.63 FEET; THENCE S00°43'34"E FOR 554.50 FEET; THENCE S80°12'37"W FOR 376.31 FEET; THENCE N00°43'34"W FOR 617.72 FEET TO THE TRUE POINT OF BEGINNING.  
SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE NORTH 30 FEET THEREOF AND SUBJECT TO A 100 FOOT WIDE B.P.A. TRANSMISSION LINE EASEMENTS AS RECORDED UNDER AUDITOR'S FILE NOS. 219719 AND 222772, RECORDS OF BENTON COUNTY, WASHINGTON.

RECORD SURVEY  
**BAKER BOYER BANK**

PORTION SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.  
 WEST RICHLAND, BENTON COUNTY, WASHINGTON

TRACT 16  
 THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1349.34 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°32'31"E FOR 690.20 FEET; THENCE S00°43'34"E FOR 311.92 FEET; THENCE S89°16'26"W FOR 690.18 FEET; THENCE N00°43'34"W FOR 319.23 FEET TO THE TRUE POINT OF BEGINNING.  
 SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE NORTH 30 FEET AND THE WEST 30 FEET THEREOF.

TRACT 17  
 THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1668.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°43'34"E FOR 315.38 FEET; THENCE N89°16'26"E FOR 690.16 FEET; THENCE N00°43'34"W FOR 315.38 FEET; THENCE S89°16'26"W FOR 690.18 FEET TO THE TRUE POINT OF BEGINNING.  
 SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE WEST 30 FEET THEREOF.

TRACT 18  
 THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 1984.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°43'34"E FOR 315.38 FEET; THENCE N89°16'26"E FOR 690.16 FEET; THENCE N00°43'34"W FOR 315.38 FEET; THENCE S89°16'26"W FOR 690.16 FEET TO THE TRUE POINT OF BEGINNING.  
 SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE WEST 30 FEET THEREOF.

TRACT 19  
 THAT PORTION OF THE WEST HALF OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 2299.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°43'34"E FOR 375.65 FEET TO THE NORTHERLY RIGHT OF WAY MARGIN OF LATHIN ROAD; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY MARGIN, N85°43'45"E FOR 286.27 FEET TO THE POINT OF CURVATURE WITH A 1682.05 FOOT RADIUS CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°53'24", FOR AN ARC DISTANCE OF 202.27 FEET TO THE POINT OF TANGENCY; THENCE N78°50'21"E FOR 207.21 FEET; THENCE, LEAVING SAID LATHIN ROAD RIGHT OF WAY, N00°43'34"W FOR 295.82 FEET; THENCE S89°16'26"W FOR 690.16 FEET TO THE TRUE POINT OF BEGINNING.  
 SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, UTILITIES AND IRRIGATION OVER, UNDER AND ACROSS THE WEST 30 FEET THEREOF.

TRACT 20  
 THAT PORTION OF THE NORTH HALF OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 2675.58 FEET TO THE NORTHERLY RIGHT OF WAY MARGIN OF LATHIN ROAD; THENCE N85°43'45"E, ALONG SAID ROAD RIGHT OF WAY, FOR 286.27 FEET TO THE POINT OF CURVATURE WITH A 1682.05 FOOT RADIUS CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°53'24", FOR AN ARC DISTANCE OF 202.27 FEET TO THE POINT OF TANGENCY; THENCE N78°50'21"E FOR 207.21 FEET TO THE TRUE POINT OF BEGINNING; THENCE N78°50'21"E FOR 377.86 FEET; THENCE, LEAVING SAID ROAD RIGHT OF WAY, N00°43'34"W FOR 612.07 FEET; THENCE S80°12'37"W FOR 376.31 FEET; THENCE S00°43'34"E FOR 821.18 FEET TO THE TRUE POINT OF BEGINNING.



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## DESCRIPTIONS CONTINUED

TRACT 21  
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST,  
W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE  
NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 2673.56 FEET TO THE NORTH  
RIGHT OF WAY MARGIN OF LATHIN ROAD; THENCE N85°43'45"E, ALONG SAID ROAD RIGHT OF WAY, FOR  
286.27 FEET TO THE POINT OF CURVATURE WITH A 1682.03 FOOT RADIUS CURVE CONCAVE TO THE  
NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE  
OF 06°33'24", FOR AN ARC DISTANCE OF 202.27 FEET TO THE POINT OF TANGENCY; THENCE  
N78°50'21"E FOR 585.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE N79°00'35"E FOR  
417.48 FEET; THENCE, LEAVING SAID ROAD RIGHT OF WAY, N08°14'23"W FOR 397.33 FEET; THENCE  
S79°55'32"W FOR 337.15 FEET; THENCE S00°43'34"E FOR 612.02 FEET TO THE TRUE POINT OF  
BEGINNING.

TRACT 22  
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST,  
W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE  
NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 2673.56 FEET TO THE NORTH  
RIGHT OF WAY MARGIN OF LATHIN ROAD; THENCE N85°43'45"E, ALONG SAID ROAD RIGHT OF WAY,  
FOR 286.27 FEET TO THE POINT OF CURVATURE WITH A 1682.03 FOOT RADIUS CURVE CONCAVE TO  
THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL  
ANGLE OF 06°33'24", FOR AN ARC DISTANCE OF 202.27 FEET TO THE POINT OF TANGENCY; THENCE  
N78°50'21"E FOR 585.07 FEET; THENCE N79°00'35"E FOR 417.48 FEET TO THE TRUE POINT OF  
BEGINNING; THENCE N79°00'35"E FOR 223.12 FEET; THENCE N78°48'03"E FOR 160.93 FEET;  
THENCE, LEAVING SAID ROAD RIGHT OF WAY, N11°11'57"W FOR 390.63 FEET; THENCE S79°55'32"W  
FOR 333.27 FEET; THENCE S08°14'23"E FOR 397.33 FEET TO THE TRUE POINT OF BEGINNING.

TRACT 23  
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST,  
W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°59'10"E, ALONG THE  
NORTH LINE THEREOF, FOR 1807.62 FEET; THENCE S00°43'34"E FOR 2673.56 FEET TO THE NORTH  
RIGHT OF WAY MARGIN OF LATHIN ROAD; THENCE N85°43'45"E, ALONG SAID ROAD RIGHT OF WAY,  
FOR 286.27 FEET TO THE POINT OF CURVATURE WITH A 1682.03 FOOT RADIUS CURVE CONCAVE TO  
THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL  
ANGLE OF 06°33'24", FOR AN ARC DISTANCE OF 202.27 FEET TO THE POINT OF TANGENCY; THENCE  
N78°50'21"E FOR 585.07 FEET; THENCE N79°00'35"E FOR 410.60 FEET; THENCE N78°48'03"E FOR  
160.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE N78°48'03"E FOR 489.07 FEET TO THE  
SOUTHWEST CORNER OF LOT 2, BLOCK 3, THE LAKES, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 14 OF PLATS, PAGE 46, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE N11°11'57"W,  
ALONG THE WEST LINE OF SAID LOT 2, BLOCK 3, THE LAKES, FOR 273.33 FEET; THENCE N65°52'39"W, ALONG THE  
SOUTH LINE OF TRACT 8, THE LAKES, EXTENDED WESTERLY, FOR 547.36 FEET; THENCE  
S79°55'32"W FOR 42.47 FEET; THENCE S11°11'57"E FOR 390.63 FEET TO THE TRUE POINT OF  
BEGINNING.  
SUBJECT TO A 20 FOOT IRRIGATION EASEMENT OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED  
PARCEL: COMMENCING AT THE AFORESAID TRUE POINT OF BEGINNING; THENCE N78°48'03"E FOR  
387.15 FEET TO THE CENTERLINE OF SAID IRRIGATION EASEMENT AND THE TRUE POINT OF  
BEGINNING OF SAID 20 FOOT IRRIGATION EASEMENT; THENCE N08°41'39"W FOR 328.29 FEET TO THE  
NORTHERLY LINE OF SAID TRACT 23 AND THE TERMINUS OF SAID IRRIGATION EASEMENT.