

DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS

RESERVATIONS AND RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT made this 20th day of August, 1998, by and among 1180 SE HIGHWAY 97, an Oregon general partnership (the "Developing Party") and ARMADA RETAIL, INC., a Washington Subchapter S corporation and 1120 SE HIGHWAY 97, an Oregon general partnership, (collectively the "Parties").

**RECITALS:**

The Parties wish to establish a general plan for the development, maintenance and improvement of certain real estate as an integrated retail shopping center. The shopping center is to be designed for the mutual benefit of the Parties, and is described on Exhibit "A", consisting of four (4) pages, attached hereto (the "Shopping Center").

The Parties wish to establish protective provisions and provide for reciprocal parking and pedestrian easements, cross access and utility easements, certain exclusive user rights, and common area and sign maintenance (collectively called "restrictions"), with respect to which all or any part of such property is to be improved, held, used, occupied, leased, sold or conveyed. It is intended that such restrictions run with the land and apply to and bind the respective parties and successors in interest.

All of such restrictions are imposed on each portion of such property as a mutual, equitable servitude in favor of all other portions of such property.

NOW THEREFORE, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

Section 1.01 These restrictions relate to the real property described on Exhibit "A" (the "Shopping Center").

Section 1.02 The term "occupant" means each of the parties and any person from time to time entitled to the use and occupancy of commercial area in the Shopping Center under any lease, license, or concession agreement, or other instrument or arrangement under which each occupant acquires his status as such.

Section 1.03 The term "party" means each of the persons executing this instrument, or their respective successors in interest, as later provided, as to their respective interests in the

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Shopping Center, as shown by the record of the County of Deschutes, as of the date of the exercise of powers or the performance of or failure of performance by such parties of obligations created by this instrument, who fit within the following classifications:

(a) The person or persons holding fee title to all or any portion of the parcels comprising the Shopping Center, except as provided in (b); or

(b) The lessee or lessees under a ground lease of all or a portion of the parcels comprising the Shopping Center for a fixed term of 50 years, or longer, in which event the fee owner of the real property covered by such lease will not be deemed to be a party as to such property for the purposes of this Agreement during the duration of such ground lease.

Section 1.04 The word "person" means and includes individuals, partnerships, firms, associations and corporations, or any other form of business entity.

Section 1.05 The term "permittees" refers to all occupants and all customers, employees and other business invitees of occupants.

Section 1.06 All common areas used for the parking of motor vehicles, including incidental and interior roadways, perimeter sidewalks, walkways, curbs and landscaping within or adjacent to areas used for parking of motor vehicles, together with all improvements which at any time are erected on such, subject to the provisions of Article 3, will be referred to as motor vehicle parking area.

Section 1.07 All areas within the Shopping Center, subject to nonexclusive use and not exclusively appropriated for the use of any occupant, will be improved, operated and maintained, and will be referred to as common areas. Such areas include motor vehicle parking areas including employee parking areas, roadways, walkways and landscaped areas, which are both directly accessible from pedestrian passageways and not within space leased to any tenant, and all other similar facilities provided for the convenience of such permittees. Such areas do not include buildings, areas, or facilities which are constructed and used for commercial use as defined herein.

## ARTICLE 2 OPERATIONS AND USE

Section 2.01 No use or operation will be made, conducted, or permitted on or with respect to all or any part of the Shopping Center, which use or operation is obnoxious to or out of harmony with the development or operation of a first-class shopping center, including the following:

(a) Any public or private nuisance;

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- (b) Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;
- (c) Any obnoxious odor;
- (d) Any noxious, toxic, caustic, or corrosive hazardous waste;
- (e) Any dust, dirt or fly ash in excessive quantities;
- (f) Any unusual fire, explosion, or other damaging or dangerous hazard;
- (g) Any warehouse, assembly, manufacture, distillation, refining, smelting, agriculture, or mining operations;
- (h) Any "second hand" store, Army, Navy, or government "surplus" store;
- (i) Any trailer court, labor camp, junk yard, stock yard, or other animal raising other than a pet shop or veterinarian;
- (j) Any drilling for a removal of subsurface substances;
- (k) Any dumping, disposal, incineration, or reduction of garbage or refuse;
- (l) Any fire or bankruptcy sale or auction house operation;
- (m) Any trade or professional schools;
- (n) Any bowling alleys or theaters;
- (o) Any video arcades;
- (p) Any bars, except in full-service restaurants; and,
- (q) Any office building tenants, except those tenants commonly found in shopping centers, including but not limited to real estate brokerage offices, financial institutions, mortgage offices, dental clinics and insurance offices shall be permitted.

Section 2.02 So long as PACCAR Automotive, Inc., its assignees or sublessees is a tenant on Parcel 2, as shown on the site plan, and uses Parcel 2 for the sale of auto parts or products, neither Parcel 1 or Parcel 3 or Parcel 4 shall be used by its owner or any other person or business who sells auto parts or products as its primary business. This restriction shall terminate if PACCAR Automotive, Inc. or any of its assignees or sublessees ceases using Parcel 2 for the sale of auto parts or products. This exclusive shall not prevent Parcel 1 or Parcel 3 or Parcel 4

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from being used for a tire store, lube shop, windshield repair, auto detailing, auto body repairs, car wash, paint shop, transmission or auto telephone/stereo supplier or installer.

Section 2.03 Any building or other structure and any alteration or addition thereto shall be placed or constructed or reconstructed upon Parcels 1, 2, 3 and 4, as shown on Exhibit "B" attached hereto (the "Site Plan"), and shall comply with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. Parcels 3 and 4, which contain approximately 112,505 square feet of land area, collectively, may be reconfigured to include not more than 28,000 square feet of building floor area provided that: (1) the building(s) is (are) constructed within the building envelope shown on Exhibit "B"; and, (2) a parking stall ratio of not less than one parking stall for every 200 square feet of building floor area on Parcels 3 and 4 is maintained.

Section 2.04 Anything in this Agreement to the contrary notwithstanding, employees of any Owner, Occupant or Tenant shall park their vehicles only in the designated area of the parcel on which they are employed, or in the designated areas for employee parking as shown cross-hatched on Exhibit "C" attached hereto and labeled "Employee Parking".

### ARTICLE 3 EASEMENTS

Section 3.01 The parties grant each to the other the following reciprocal easements, which are both specifically and generally indicated on Exhibit "D" attached hereto (the "Various Easements"), it being understood and agreed that all utilities provided for in these easements shall be underground only.

(a) Nonexclusive easements appurtenant to the party's property for the purpose of parking vehicles of the party; the tenants, concessionaires, or owners of any portion of the party's property; and the customers, licensees and invitees of the party and the tenants, concessionaires, or sublessees; limited, however, for purposes connected with or incidental to any use being made of any portion of the party's property. The parking area easements are easements on each and all of the one or more portions of the Shopping Center property as is or are improved by any party from time to time for the parking or accommodation of vehicles.

(b) Nonexclusive easements appurtenant to the party's property for the purpose of pedestrian traffic of customers, invitees, and licensees of the party; the tenants, concessionaires, or owners of any portion of such party's property; and the customers, officers, employees, licensees, and invitees of the party and the tenants, concessionaires, or owners; limited, however, for purposes connected with or incidental to any use then being made of such party's property. The common area easements are easements on each and all of the one or more portions of the Shopping Center property (other than the motor vehicle parking areas) as is or are provided or available for general use and the convenience of tenants of the Shopping Center and concessionaires, employees and customers of the Shopping Center.

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(c) Nonexclusive easements appurtenant to the party's property for the purpose of furnishing access and the right of access between the public streets and any parking areas situated on the Shopping Center property and between the public streets and parking areas and the party's property, including any and all improvements from time to time located on or in the party's property.

(d) Exclusive easements for the benefit of and appurtenant to each portion of the Shopping Center, for the conveyance of water, all as described on Exhibit "D", labeled "water line easements", attached hereto and incorporated herein by reference, and the maintenance, removal and replacement of water pipes and systems.

(e) Nonexclusive easements for the benefit of and appurtenant to each portion of the Shopping Center for telephone lines in, on and under portions of the Shopping Center, all as described on Exhibit "D" labeled, "telephone line easements", attached hereto and incorporated herein by reference, and the maintenance, removal and replacement of the lines.

(f) Nonexclusive easements for the benefit of and appurtenant to each portion of the Shopping Center for the conveyance of gas in, on and under the Shopping Center, all as described on Exhibit "D", labeled "gas lines", attached hereto and incorporated herein by reference, and the maintenance, removal and replacement of gas pipes and systems.

(g) Nonexclusive easements for the benefit of and appurtenant to each portion of the Shopping Center for sewage disposal in, on and under the Shopping Center, all as described on Exhibit "D", labeled "sewer lines", attached hereto and incorporated herein by reference, and the maintenance, removal and replacement of sewers.

(h) Nonexclusive easements for the benefit of and appurtenant to each portion of the Shopping Center for the conveyance of electricity in, on and under the Shopping Center, all as described on Exhibit "D", labeled "electric lines", attached hereto and incorporated herein by reference, and the maintenance, removal and replacement of electric power conduits, lines and wires.

(i) Nonexclusive easements for the benefit of and appurtenant to each portion of the Shopping Center for the conveyance of cable television in, on and under the Shopping Center, all as described on Exhibit "D", labeled "television lines", attached hereto and incorporated herein by reference, and the maintenance, removal and replacement of cable television lines, conduits and wires.

Section 3.02 The parties agree that at all times free access between the parcels owned by each party and the remainder of the Shopping Center shall not be impeded and shall be maintained.

## 5 - Reciprocal Easement Agreement (RSL:ERTLE.048)

Section 3.03 The use of all easements provided for in this Article and all other improved common areas in the entire Shopping Center shall, in each instance, be nonexclusive, and for the use and benefit of all of the parties or their respective successors or assigns to all or any part of their parcels and to the extent any party may see fit to grant the same, for the use and benefit of other persons who are permittees as defined in Article 1.

Section 3.04 None of the common areas shall be used for commercial purposes by any individual party, tenant or lessee, or other permittee, except in accordance with the provisions of this Agreement.

Section 3.05 When utility facilities have been installed, each party may relocate such utility facilities within its own parcel from time to time, at its own expense. Such relocation, however, shall be performed only if the party gives 60 days written notice to all other parties using the utility facilities, and if the relocation will not reduce or impair the usefulness or function of the utility facilities, will not unreasonably interfere with access, and will be performed at the sole cost and expense of the party so relocating, with all work to be performed with due diligence.

Section 3.06 All areas not used as commercial areas or used for other purposes permitted by this Article will be improved, used, and maintained as common area, and there are established nonexclusive easements for ingress and egress, parking of motor vehicles, and other incidental uses during each period that the areas are so used, improved and maintained as common area.

#### ARTICLE 4 ATTORNEY FEES

Section 4.01 In the event suit or action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, the costs of a title report, and such sum as the court may adjudge reasonable as attorney fees in such suit or action, in both trial court and appellate courts.

#### ARTICLE 5 OPERATION AND MAINTENANCE OF COMMON AREAS

Section 5.01 Each party shall maintain all the common areas and all of the improvements of the common areas and all buildings located within their portion of the Shopping Center, and keep them in good condition, repair, clean and free of rubbish and other hazards to persons using such areas. Such maintenance will include, without limitation:

(a) Maintenance of the surface of the area and sidewalks level, smooth and evenly covered with the type of surfacing material originally installed on such, or such

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substitution as will in all respects be equal to it in quality, appearance and durability.

(b) Removal of all papers, debris, filth and refuse from the Shopping Center, and washing or thoroughly sweeping paved areas as required.

(c) Maintenance within the Shopping Center of such appropriate parking area entrances, exits and directional signs, markers, and lights in the Shopping Center as is reasonable and in accordance with the practices prevailing in the operation of first-class shopping centers in Oregon.

(d) Cleaning of lighting fixtures of the Shopping Center and relamping as needed.

(e) Repainting of striping, markers, directional signs, etc., as necessary to maintain in first-class condition.

(f) Performance of maintenance of landscaping necessary to keep in first-class condition and to provide the general effect contemplated by the improvements. For example, trees and shrubbery will be properly pruned or otherwise controlled to prevent any condition of over-growth.

(g) Cleaning of signs of the Shopping Center and including relamping and repairs being made as required.

(h) Maintenance of all of the common areas free from any obstructions, including, but not limited to, the prohibition of the sale or display of merchandise outside the exterior limits of improved commercial areas within the Shopping Center for such purposes. It is expressly understood and agreed, however, that in the event of promotional activities in the Shopping Center, approved by the parties, these provisions may be waived during the period of a promotional event.

(i) Notwithstanding the other provisions of this Article 5, the parties agree that the owners of Parcels 1, 3 and 4, and/or their successors or assigns, shall maintain and pay at their expense the utility and maintenance costs associated with the Shopping Center monument signs shown on Exhibit "E" attached hereto. The owner of Parcel 2 shall have the right to maintain its sign face (as the same may change) in the top position of said sign monuments, as generally shown on Exhibit "E", occupying an area of 17 1/2" x 80" on each of the four sign faces.

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ARTICLE 6  
ENFORCEMENT  
INJUNCTIVE RELIEF

Section 6.01 In the event of any violation or threatened violation by any party, lessee, or occupant of any part of the Shopping Center of any of the terms, restrictions, covenants and conditions provided here, either of the parties, or their respective successors or assigns to all or any part of their parcels, will have in addition to the right to collect damages, the right to enjoin such violation or threatened violation, the right to enter upon the property to perform a party's obligation required hereunder and for reimbursement of any expenses incurred in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the other party or other person responsible for such.

Section 6.02 If performance of any act or obligation of any party is prevented or delayed by act of God, war, labor disputes, or other cause or causes beyond the reasonable control of such party, the time of the performance of the act or obligation will be extended for the period that such act or performance is delayed or prevented by any such causes.

Section 6.03 A party will not be in default under this Agreement except under such provisions as require the performance of an act on or before a specific date or within a specified period of time, unless the party has been given a written notice specifying the default and fails to cure it within the period for 30 days, or commence to cure the default within such period of time, and if the default cannot be cured within the times specified above, if he thereafter does not diligently proceed to complete the curing of the default.

Section 6.04 It is expressly agreed that no breach of this Agreement will entitle any party to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, all other rights or remedies which the parties may have by reason of any breach of this Agreement.

Section 6.05 A breach of any of the terms, conditions, covenants or restrictions of this Agreement will not defeat or render invalid the lien of any institutional first mortgage or institutional first deed of trust, made in good faith and for value, but such term, condition, covenant or restriction will be binding upon and effective against any of the parties whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

ARTICLE 7  
DURATION, AMENDMENT  
DURATION

This Agreement shall be perpetual and may not be modified or amended, in any respect whatsoever, or terminated or rescinded, in whole or in part, except by a written instrument duly recorded in the Official Records of Deschutes County, Oregon, and executed by all of the parties.

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Notwithstanding the foregoing, however, Developing Party reserves the right without the consent of any other person, including any other party, to amend this Agreement (i) to correct, clarify, complete or make minor changes to legal descriptions or the site plan; (ii) to correct obvious technical or typographical errors or omissions; or, (iii) to conform to any requirements of the City of Bend or Deschutes County incident to development of the Shopping Center. If Developing Party, in its sole discretion, determines that it is necessary to amend this Agreement, for the above-stated reasons, then Developing Party, on behalf of itself and each and every party hereto, is hereby authorized to execute the required amendment or amendments and record it or them in the Official Records of Deschutes County, Oregon.

## ARTICLE 8 NOT A PUBLIC DEDICATION

Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purpose expressed herein.

## ARTICLE 9 SEVERABILITY

If any clause, sentence, or other portion of the terms, conditions, covenants and restrictions of this Agreement become illegal, null or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

## ARTICLE 10 RUNS WITH LAND; SUCCESSORS

Section 10.01 The covenants, conditions, restrictions, easements and reservations granted, reserved and declared in this Agreement shall run with the land constituting the Shopping Center, and shall inure to the benefit of and be binding upon the property described on Exhibit "A" and its respective owner(s).

Section 10.02 This Agreement and the restrictions created hereby shall inure to the benefit and be binding upon the parties hereto and their successors and assigns; provided, however, that if any party sells all of its interest in the Shopping Center, such party shall thereupon be released and discharged from any and all obligations as an Owner arising out of this Agreement after recording in the Official Records of Deschutes County, Oregon, the instrument of conveyance to the new record Owner.

508 - 2409

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

1180 SE HIGHWAY 97, a partnership

By: Johnnie E. Ertle  
Its: General Partner

ARMADA RETAIL, INC.

By: [Signature]  
Its: Principal

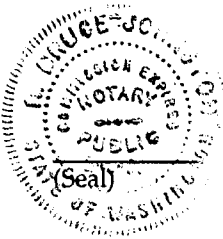
1120 SE HIGHWAY 97, a partnership


By: Johnnie E. Ertle  
Its: General Partner

STATE OF WASHINGTON      )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Alan J. Winningham is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Principal of Armada Retail, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 21, 1998



  
(Signature of Notary Public)  
R. Bruce Barton  
(Printed Name of Notary Public)  
My Appointment expires 3/6/01  
Residing At: Bainbridge Island

508 - 2411

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

1180 SE HIGHWAY 97, a partnership

ARMADA RETAIL, INC.

By:

Its:

*Johnnie E. Ertle*  
*General Partner*

By:

Its:

1120 SE HIGHWAY 97, a partnership

By:

Its:

*Johnnie E. Ertle*  
*General Partner*

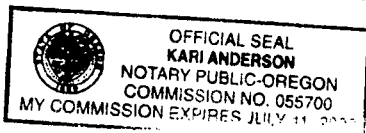
STATE OF OREGON,

County of *Deschutes*

SS.

FORM No. 23—ACKNOWLEDGMENT  
Stevens-Ness Law Publishing Co. NL  
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this *20<sup>th</sup>* day of *August*, 19*98*,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named *Johnnie E. Ertle*, *General Partner* for  
*1180 SE Highway 97, a partnership*  
known to me to be the identical individual..... described in and who executed the within instrument and  
acknowledged to me that *he*..... executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

*Kari Anderson*

My commission expires *7-11-00* Notary Public for Oregon

STATE OF OREGON,

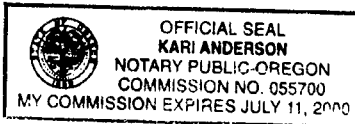
County of

Deschutes

} ss.

FORM No. 23—ACKNOWLEDGMENT.  
Stevens-Ness Law Publishing Co. NL  
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 20<sup>th</sup> day of August, 1998,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named Johnnie E. Ertle, Jr., general partner of  
1120 SE. Highway 97, a partnership  
known to me to be the identical individual..... described in and who executed the within instrument and  
acknowledged to me that ..... executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

Kari Anderson

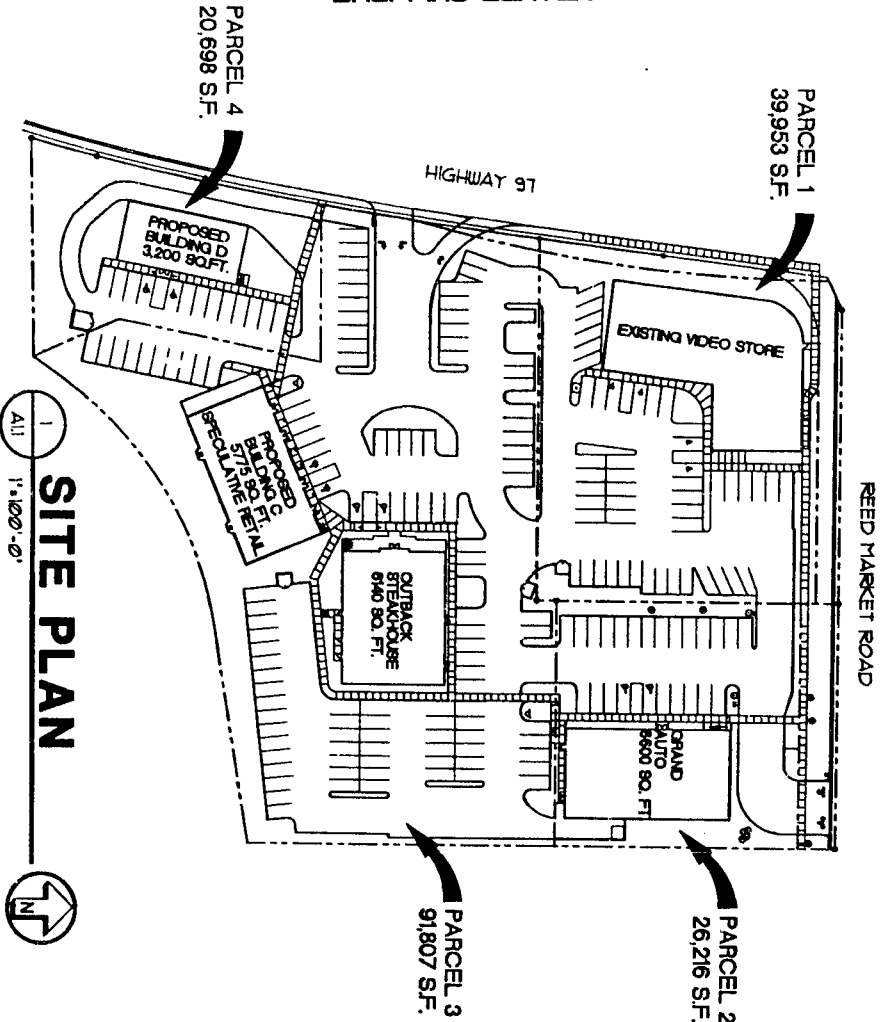
Notary Public for Oregon

My commission expires 7-11-00

# EXHIBIT A SHOPPING CENTER

508 - 2413

## EXHIBIT A SHOPPING CENTER



### SITE PLAN

LOT AREA BASED ON INFORMATION PROVIDED BY S&M COUNTRY ENGINEERING  
RECEIVED 6-25-98 DRAWING DATED 6-5-98 W.O. :J23-48

21

1180 SE HIGHWAY 97  
MASTER PLAN

S&M CITY DEVELOPMENT COMPANY, INC.  
1228 BAYVIEW COURT, SEASIDE, OR 97138  
PHONE: 503-277-1800 FAX: 503-277-1303

PINNACLE ARCHITECTURE

PETER E. BARR, ARCHITECT AIA  
P.O. BOX 344, SEASIDE, OR 97138  
PHONE: 503-266-0977 FAX: 503-266-0967

REV 7-2-98  
REV 7-17-98  
REV 7-22-98

A1.1

**EXHIBIT A  
SHOPPING CENTER  
PARCEL I**

18-12-4CC Tax Lot 1400

A parcel of land which is a portion of Tract 27, Virginia Park, located in the Southwest One-Quarter of Section 4 and the Southeast One-Quarter of Section 5, Township 18 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

Beginning at a point which is located East 211.30 feet and South 15.00 feet from the Northwest corner of said Tract 27, Virginia Park; thence South 185.03 feet to the South boundary of said Tract 27; thence along said South boundary South 89°59'55" West 229.42 feet to the Southwest corner of said Tract 27; thence along the West boundary of said Tract 27, 164.10 feet along the arch of a 985.37 foot radius curve left, of which the chord bears North 06°14'12" East 163.91 feet; thence 48.93 feet along the arc of a 50.00 foot radius curve right, of which the chord bears North 61°58'00" East 47.00 feet; thence East 170.11 feet to the point of beginning.

Containing 39,958 square feet more or less.

**EXHIBIT A  
SHOPPING CENTER  
PARCEL 2**

508 - 2415

**LEGAL DESCRIPTION**

**GRAND PARCEL**

A portion of Tract 27, Virginia Park, City of Bend,  
Deschutes County, Oregon, being more particularly described  
as follows:

Commencing at the Northwest corner of said Tract 27; thence along the Northerly line of said Tract 27 East 211.30 feet; thence leaving said Northerly line South 00°00'25" East 25.00 feet to the true point of beginning; thence East 162.30 feet; thence South 161.54 feet; thence West 162.28 feet; thence North 00°00'25" West 161.54 feet to the true point of beginning and terminus of this description.

Containing 26,216 square feet more or less.



**EXHIBIT A**  
**Sun ( SHOPPING CENTER 50.8 - 2416**  
**PARCELS 3 & 4 COMBINED**  
Bend, Oregon 97702  
382-8882  
fax 385-5832

**LOT LINE ADJUSTMENT**  
**TL 2100**  
**REMAINDER PARCEL**

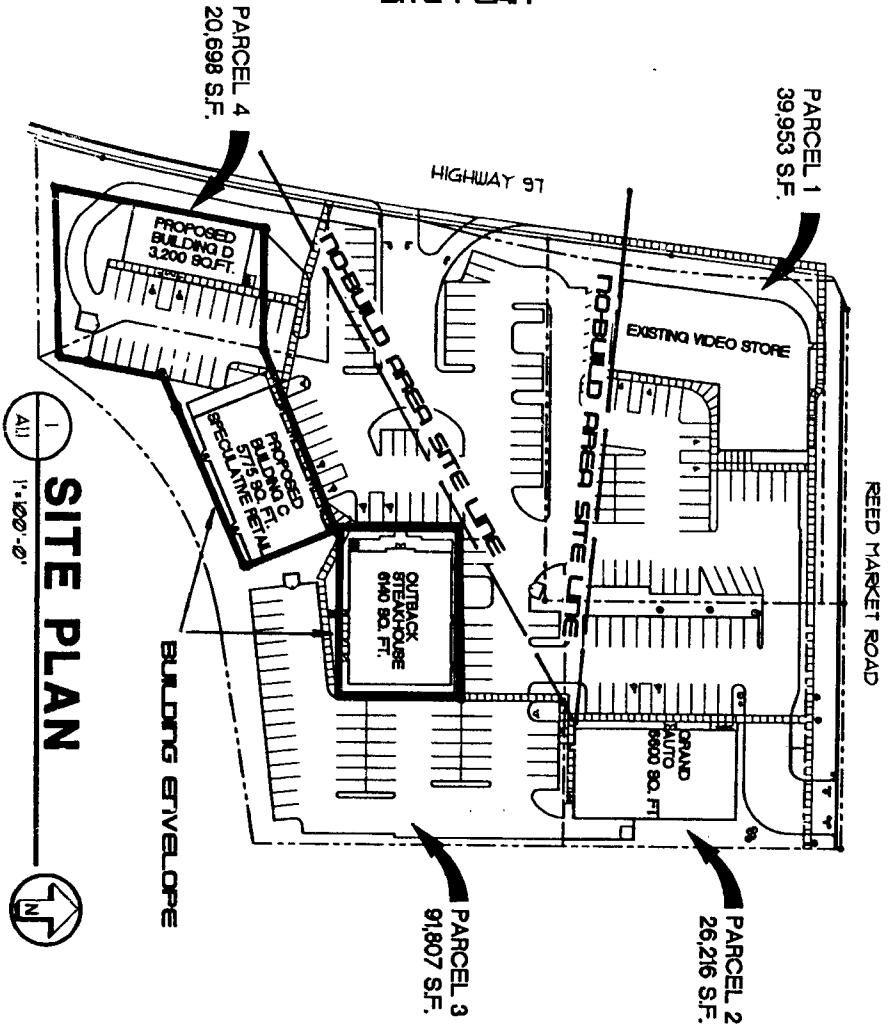
A portion of Tracts 27, 28 and the vacated portion of Hayes Avenue, Virginia Park, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of said Tract 27, thence along the Northerly line of said Tract 27 East 373.60 feet; thence leaving said Northerly line South 186.54 feet to the true point of beginning; thence South 206.54 feet to a point on the Southerly line of said Virginia Park Plat; thence along said Southerly line along an arc of 600.00 foot radius curve left 8.84 feet, the chord of bears South 81°25'19" West 8.84 feet; thence South 81°00'00" West 135.66 feet; thence along an arc of 250.00 foot radius curve left 198.89 feet, the chord of bears South 58°12'30" West 193.69 feet; thence South 35°25'00" West 21.75 feet; thence South 89°24'30" West 143.48 feet to the Easterly right of way line of The Dalles-California Highway; thence leaving said Southerly line and along said Easterly right of way line along a spiral circle to the left of which the centerline data is: Degree of Curve = 5°, 2-500' Sp, S = 12°30' and a = 1.0, and of which the right of way chord bears North 11°37'07" East 258.95 feet; thence North 14°24'25" East 26.91 feet; thence along an arc of 985.37 foot radius curve left 58.68 feet, the chord of bears North 12°42'50" East 58.67 feet; thence leaving said Easterly right of way line North 89°59'55" East 229.42 feet; thence North 00°00'25" West 13.49 feet; thence East 162.28 feet to the true point of beginning and terminus of this description.

# EXHIBIT B SITE PLAN

508 - 2417

## EXHIBIT B SITE PLAN



### SITE PLAN

1  
ALL

1" = 100'-0"



LOT AREAS BASED ON INFORMATION PROVIDED BY SAN COUNTRY ENGINEERING  
RECEIVED 6-7-98 DRAWING DATE: 6-8-98 W.D. 4023-98

1180 SE HIGHWAY 97  
MASTER PLAN

BUSY DRILL LAMORE DEVELOPMENT CO.  
100 SHAWWOOD COURT, BEND, OR 97709  
PHONE: 503-337-3002 FAX: 503-337-3008

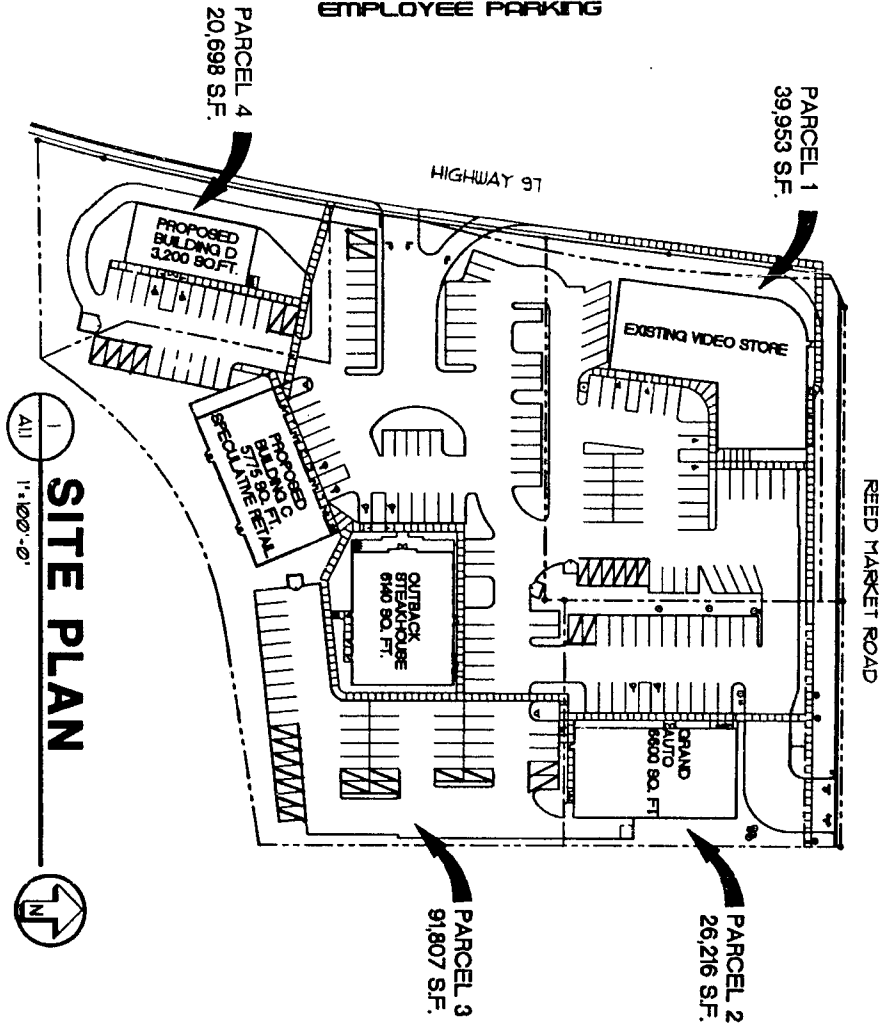
PINNACLE ARCHITECTURE

PETER E. SMITH ARCHITECT AIA  
P.O. BOX 1940, BEND, OR 97709  
PHONE: 503-335-1997 FAX: 503-335-0967

REV 7-2-98  
REV 7-17-98  
REV 7-21-98  
REV 7-22-98

A1.1

## EMPLOYEE PARKING

EXHIBIT C  
EMPLOYEE PARKING

LOT AREAS BASED ON INFORMATION PROVIDED BY SUN COUNTRY ENGINEERING  
RECEIVED 6-23-98 DRAWING DATED 6-5-98 WJO 4023-48

REV 7-2-98  
REV 7-2-98  
REV 7-22-98

**A1.1**

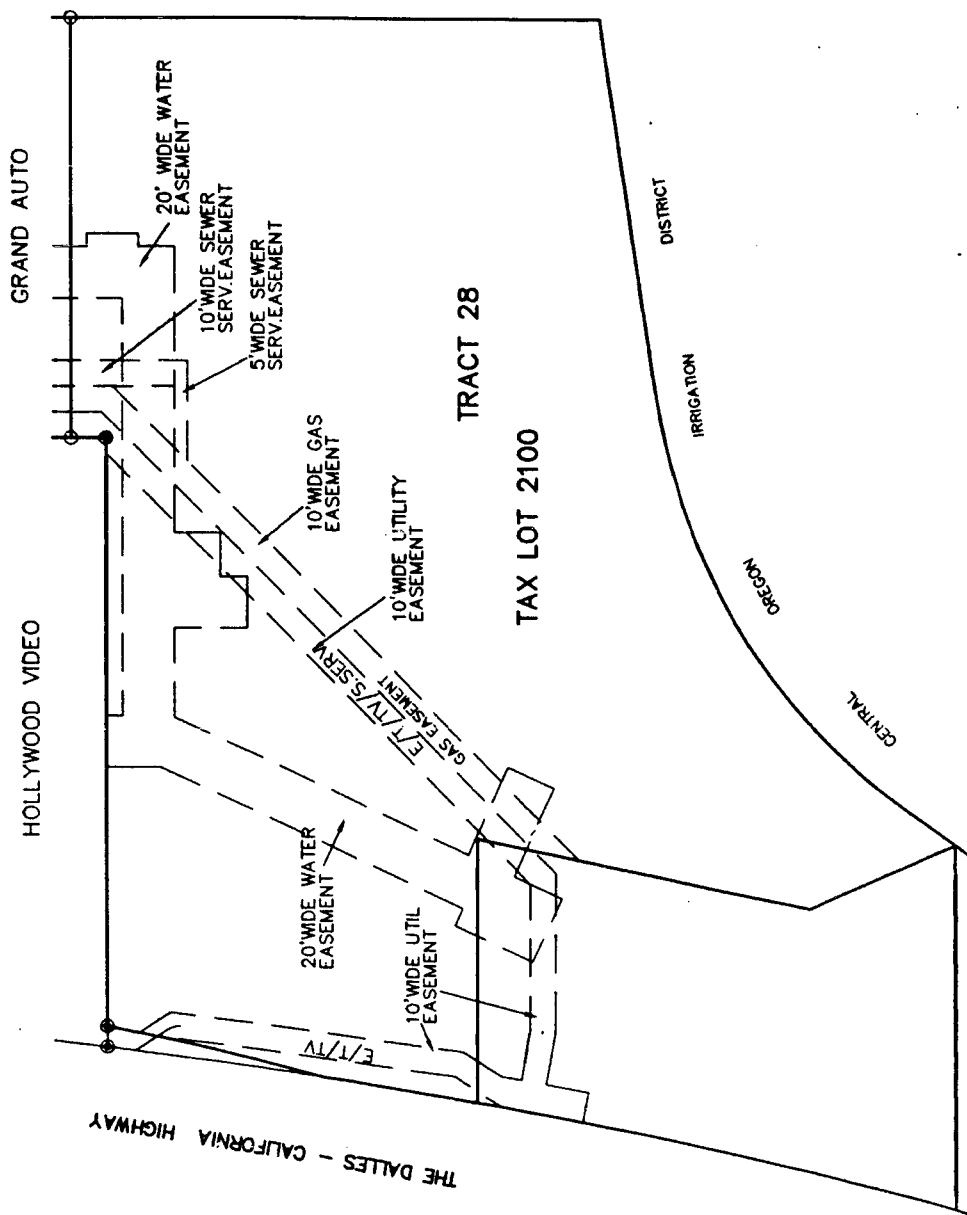
1180 SE HIGHWAY 97  
MASTER PLAN

SUN COUNTRY ENGINEERING CO.  
1238 BAYVIEW COURT, SEASIDE, OR 97138  
PHONE 503 266-1000 FAX 503 266-1001

## PINNACLE ARCHITECTURE

PETER E. BARR, ARCHITECT, AIA  
801 SW 14th, SEASIDE, OR 97138  
PHONE 503 266-1001 FAX 503 266-1001

508 - 2419



DH

**SUN COUNTRY ENGINEERING & SURVEYING, INC.**

920 S.E. ARMOUR ROAD

BEND, OREGON 97702

**PHONE 382-8882**

**1180 S.E. HIGHWAY 97  
UTILITY EASEMENT PLAN**

Training	EXP. No.	Info.	Reference
Lesson	EXP.		
Book	1 <sup>st</sup> 6 <sup>th</sup>		
Page	8-17-58		
T.O. No.	AD-17-58		

508 - 2

ORIGIN  
AUG 22, 1977  
JAMES R. TWE  
1104

The logo of the North American Chapter of the International Union of Pure and Applied Chemistry (NAC-IUPAC) is located at the bottom center of the page. It features a stylized chemical structure, possibly representing a molecule like benzene or a similar ring, with the word "NORTH" written vertically to its right.

To Sotheby Mortgage Company, Key Title, and Armado Retail Inc.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM in 1992, and meets the accuracy requirements of a Class A survey, as defined therein.

A portion of Tract 27 of VIRGINIA PARK, City of Bend, Deschutes County, Oregon, described as follows:

Commencing at the Northeast corner of said Tract 27; thence along the Northernly line of said Tract 27 East 211.30 feet; thence leaving said Northernly line South 00°00'25" East 25.00 feet to the true point of beginning; thence East 182.30 feet; thence South 161.54 feet; thence West 182.78 feet; thence North 00°00'25" West 151.54 feet to the true point of beginning and terminus of this description.

Zone: C0 - Commercial General

Bench Mark = A spike in the SE face of an 18" pine located 20' South and 88' West of the Southwest corner of the parcel. Elev. = 88.18' (from assumed datum).

UUCP = Underground Phone Line

**It = Light Standard**



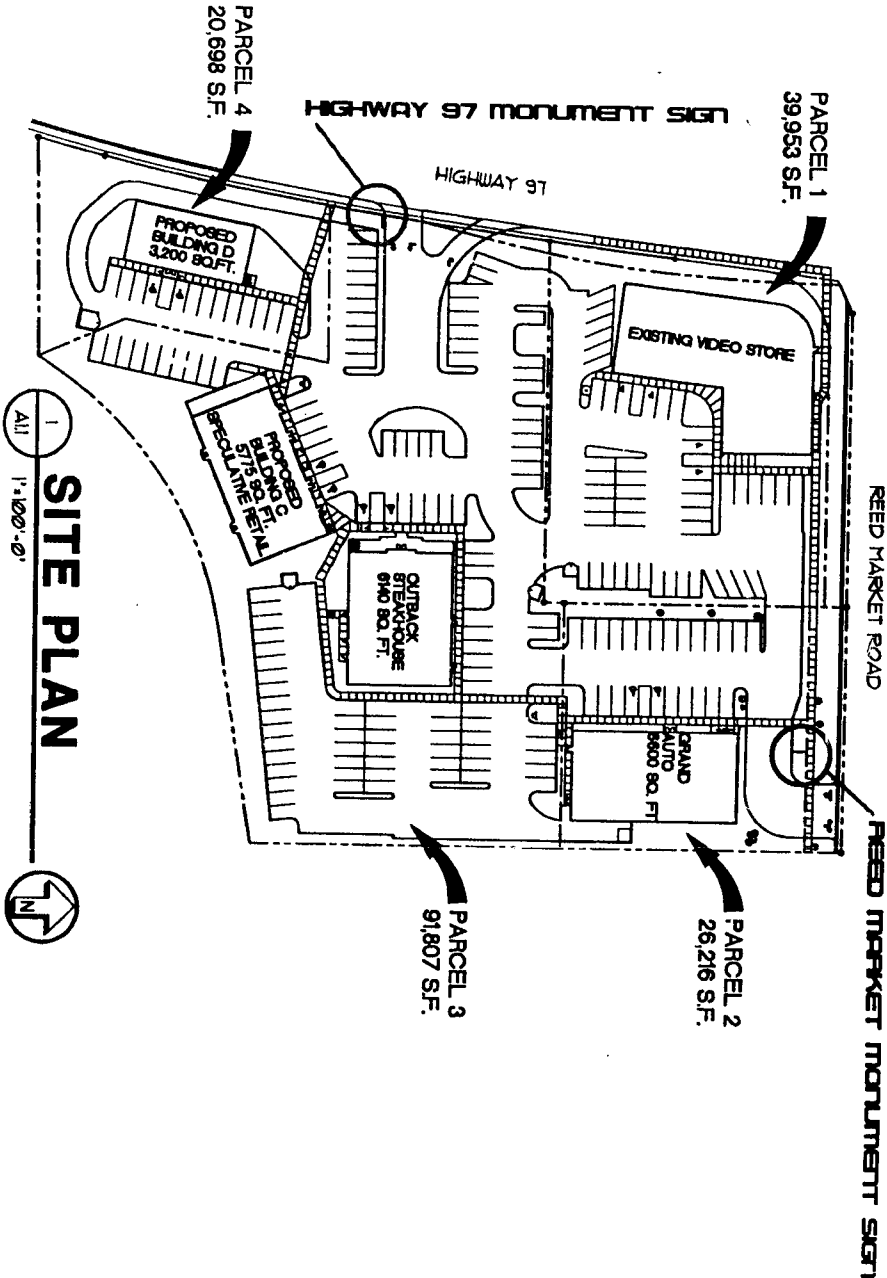
920 S.E. ARMOUR ROAD  
BEND, OREGON 97702  
PHONE 382-8882

Inventory	1,000	No.	101
Product			
Model	1" x 100"		
Price	6-20-20		
W.O. No.	4017-10		

# EXHIBIT E SHOPPING CENTER MONUMENT SIGNS

508 - 2421

## EXHIBIT E SHOPPING CENTER MONUMENT SIGNS



LOT AREAS BASED ON INFORMATION PROVIDED BY SAN COUNTRY ENGINEERING  
RECEIVED 6-25-98 DRAWING DATED 6-5-98 W.D. 4073-48

1  
SITE PLAN  
1" = 100'-0"



11

1180 SE HIGHWAY 97  
MASTER PLAN

AUSTIN DYLE LANDSCAPE DEVELOPMENT CO.  
128 BARKWOOD COURT, KNOX, TN 37603  
PHONE 615 397-3800 FAX 615 397-3808

PINNACLE ARCHITECTURE

PETER E. BARK, ARCHITECT AIA  
P.O. BOX 1840, KNOX, TN 37602  
PHONE 615 397-9977 FAX 615 397-9977

REV 7-2-98  
REV 7-17-98  
REV 7-22-98

A1.1

NO.	DATE	BY	CHKD.	DESCRIPTION
1	7-2-98			ISSUED FOR PERMIT
2	7-17-98			REVISED
3	7-22-98			REVISED

Support posts are non illuminated 6" x 6" steel square tube.  
Address is internally illuminated.

8'-0"

10'-0"

8'-9 1/4"

**GRAND AUTO****TENANT TWO****TENANT THREE****TENANT FOUR****OUTBACK  
STEAKHOUSE****1180 S. Hwy 97****Carlson  
SIGN**

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P.O. Box 2102

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and installation. We will  
be glad to provide you with  
a copy of our literature.

Support posts are non illuminated 6" x 6" steel square tube  
Address is internally illuminated.

8'-0"

10'-0"

8'-9 1/4"

**GRAND AUTO**

**TENANT TWO**

**TENANT THREE**

**TENANT FOUR**

**OUTBACK  
STEAKHOUSE**

**269 S.E. REED MARKET**

**Carlson  
SIGN**

10001 24th St. N.E. • Seattle, WA 98105  
P.O. Box 2423

For more information, call  
1-800-845-6666  
or 206-242-2423  
Fax: 206-242-2424

Approves color, design, size, and spelling. Date

**IMPORTANT NOTICE**

THIS SIGN IS THE PROPERTY OF CARLSON SIGN. IT IS TO BE USED ONLY FOR THE PURPOSES AND IN THE MANNER SPECIFIED IN THE ORDER. ANY OTHER USE IS AT THE USER'S RISK.



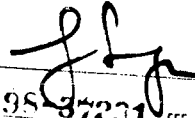
508 - 2424

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY:

98 AUG 24 PM 12:57

MARY SUE PENHOLLOW  
COUNTY CLERK

BY:  DEPUTY

NO. 98-87231 FEE 135-

DESCHUTES COUNTY OFFICIAL RECORDS