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Port of Walla Walla
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Document Title(s): Declaration of Covenants, Conditions and Restrictions
for the Waitsburg Business Park

Auditor File Number of document being assigned or released: _____

Additional Numbers on page ____ of document.

Grantor:

1. Port of Walla Walla

2.

Additional Names on page ____ of document.

Grantee:

1. Port of Walla Walla

2.

Additional Names on page ____ of document.

Legal Description (i.e.: lot & block or section, township & range): The SW 1/4 of
the NE 1/4 of Section 11, Township 9 North, Range 37 East,
of the Willamette Meridian.

Additional legal description is on page ____ of document. Exhibit B

Assessor's Property Tax Parcel Number: 370911660001 additional on page 2

Additional Parcel Numbers on page ____ of document.

The Auditor or Recording Officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy or the completeness of the indexing information provided herein. This page becomes part of the recorded document.

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Moel Sanders
Signature of Requesting Party



RETURN ADDRESS:

Port of Walla Walla
310 "A" Street
Walla Walla, WA 99362

WASHINGTON STATE RECORDER'S COVER SHEET (RCW 65.04)

DOCUMENT TITLE(S) (or transactions contained therein): Declaration of Covenants, Conditions and Restrictions for the Waitsburg Business Park
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: N/A <input type="checkbox"/> Additional reference #s on page ___ of document(s)
GRANTOR(S) (Last name first, then first name and initials) PORT OF WALLA WALLA, a Washington State municipal corporation <input type="checkbox"/> Additional names on page ___ of document
GRANTEE(S) (Last name first, then first name and initials) PORT OF WALLA WALLA, a Washington State municipal corporation <input type="checkbox"/> Additional names on page ___ of document
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) [insert legal description] The SW ¼ of the NE ¼ of Section 11, Township 9 North, Range 37 East, of the Willamette Meridian. <input checked="" type="checkbox"/> Additional legal is on <u>Exhibit B</u> of document
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 370911660001, 370911660002, 370911660003, 370911660004, 370911660005, 370911660006, 370911660007, 370911660008, and 370911660009 <input type="checkbox"/> Assessor Tax # not yet assigned



Declaration of Covenants, Conditions and Restrictions Waitsburg Business Park

KNOW ALL MEN BY THESE PRESENTS that the Port of Walla Walla (hereinafter the "Port"), a Washington State municipal corporation, with its offices at Walla Walla, Washington, being the owner of the real property designated as the Waitsburg Business Park (hereinafter the "Business Park") and more particularly described in Section 1 below, does hereby establish the limitations, restrictions and uses to which lots or tracts in the said Park may be put, and does hereby declare that the same shall constitute covenants running with the land, and shall be binding upon all persons claiming under the Port, whether as owners, lessees, or holders of lesser interests (all of such owners, lessees or others being designated hereinafter as "Occupant" or "Occupants"), and for the benefit of and limitation upon all future Occupants, to insure proper use and appropriate development and improvement of each building site; to protect Occupants of building sites against any use which may depreciate the value of their property; to guard against the erection of structures built of improper or unsuitable materials; to encourage erection of properly located, attractive improvements at the Business Park; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set-backs from streets and to provide adequate free space between structures; to insure that the use of each building site shall not adversely affect the health and safety of others and will not be detrimental to the use or development of the Business Park as a whole; to provide ample uncongested space, and for the circulation of necessary traffic, for all Occupants; and, through the reserved power of the Port to grant variances, to provide maximum flexibility for expansion, changes in use, and adaptation of property for Occupants.

1. General

The Business Park situated in the City of Waitsburg, Walla Walla County, Washington, is as shown on the subdivision plat on Exhibit "A", and is located on the real property as described on Exhibit "B".

2. Permitted Uses

Permitted uses at the Business Park must be in conformance with the Zoning Code of the City of Waitsburg consisting of Title 10 of the Waitsburg Municipal Code and the Official Zoning Map. No portion of any building area at the Business Park or any building or



structure thereon may be used in violation of any applicable law of the local, state or federal governments.

Written approval by the Port of each particular permitted use and design must be obtained as a prerequisite to the commencement thereof.

3. Building Criteria

Construction and alteration of all buildings at the Business Park shall meet the following standards:

- 3.1. All exterior walls shall be finished with metal siding, masonry, face brick or better. Siding commonly known as T1-11 siding is not permitted. Other exterior materials may be permitted by the Port, if such materials are equal in quality and compatible with those already in use throughout the Business Park.
- 3.2. Exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture.
- 3.3. At least 10% of the wall area fronting on a street should be occupied with windows, alcoves, canopies, cornices, cupolas or similar architectural features.
- 3.4. Each Occupant shall provide and maintain adequate, on-site parking facilities for employees and customers. Parking areas and driveways must be paved with year-round surface (asphalt or concrete) and be maintained in good condition.
- 3.5. Loading docks shall not be permitted to front or face on any streets within the Business Park without the prior written approval of the Port.
- 3.6. Outside storage of materials will be permitted only in areas approved for this purpose by the Port, provided such stored materials are visually screened from all approaches to the satisfaction of the Port.
- 3.7. Rooftop or outdoor mechanical equipment, including satellite or other communication antennas or dishes, shall be screened from public view in a manner that is architecturally integrated with the structure. Screening shall be constructed to a finished standard using materials and finishes consistent with the rest of the building.
- 3.8. Roof-mounted equipment should be painted a compatible color with the roof screen. Solar panel installations are encouraged, provided that such installations are designed as part of the roof and are consistent with the architectural theme of the building.
- 3.9. All mechanical equipment, utility meters and storage tanks must be located in such a manner as to be concealed from the general public. If concealment within the structure is not possible, then screening or landscaping shall conceal such utility elements.
- 3.10. Any Business Park parcel that abuts a dedicated street or an access road to a dedicated street must provide for sidewalks along the length of such abutting portion of the Business Park parcel, and must connect to sidewalks that are already in place on adjacent Business Park parcels. Materials selected for sidewalks must be in conformance with the (i) City of Waitsburg Code, or (ii) standards set forth in Title



12 of the Walla Walla County Code, passed pursuant to Walla Walla County Ordinance No. 375, dated, November 2, 2009, or (iii) WSDOT Guidelines.

- 3.11. Lighting shall be nondirectional lighting and shall be designed to minimize glare or objectionable effects to motorists and adjacent properties. Lighting sources shall be shielded from adjacent properties. No blinking lights or exposed neon lights will be permitted.
- 3.12. Prior to any and all construction or alteration, all Occupants must submit two sets of plans and specifications to the Port for approval not only as to compliance with specific requirements set forth in these protective covenants, but also as to general appearance of the architectural design and landscaping, and the compatibility thereof with existing structures, landscaping and traffic flow patterns. The Port agrees to act thereon within 30 days from the receipt thereof.

4. Stormwater

- 4.1. Occupants are responsible for designing, constructing, operating and maintaining Stormwater Facilities consistent with the State Department of Ecology's Stormwater Management Manual for Eastern Washington ("SMMEW"), as the same may be revised from time to time, or any successor document, and Title 11 of the Walla Walla County Code, passed pursuant to Walla Walla County Ordinance No. 374, dated November 2, 2009. Notwithstanding the foregoing, the Stormwater Facilities required by this section shall meet the following standards:
- 4.2. Stormwater Facilities must retain and disperse stormwater on-site, on each Business Park parcel.
- 4.3. Stormwater Facilities shall be designed so that they can be mowed and landscaping maintained in a manner that creates an aesthetic value to the Business Park parcel. No slopes may be greater than a 4H:1V ratio.
- 4.4. Occupants may use or build ponds or open stormwater features, and ponding shall not occur for more than twenty-four (24) hours during a twenty-five (25)-year storm, twenty-four (24) hour event.
- 4.5. No Stormwater Facilities shall be located within an area encumbered by a well protection covenant.

5. Grounds

- 5.1. Occupants will be responsible for the maintenance of its grounds including, but not limited to, driveways, walkways, parking areas, Stormwater Facilities, fences and other Improvements within the Business Park parcel, in good order, condition and repair, and shall be maintained to function as originally designed.
- 5.2. Repairs and rehabilitation will be done with the type of material originally installed thereon or such substitute that is, in all respects, equal in quality, appearance and durability.
- 5.3. Snow and ice removal, the removal of debris and waste material, and the washing and sweeping of paved areas is required when needed.
- 5.4. Trash will be collected and removed as necessary so the Business Park parcel remains visually appealing.



6. Maintenance & Repair

- 6.1. The exterior appearance of each structure erected shall be maintained in a neat and clean condition. Buildings, structures and appurtenances shall be painted or refinished at intervals comparable to the standards of other first-class commercial/industrial mixed-use developments or business parks of comparable size in Eastern Washington.
- 6.2. Occupants will keep the buildings, structures and appurtenances thereon in good order, condition and repair, and comply in all respects with applicable local, state and federal governmental ordinances, laws, regulations, requirements or directives.
- 6.3. If an Occupant fails to maintain the exterior of the building in accordance with reasonable standards issued from time to time by the Port, then the Port reserves the right to provide (after seven days' written notice) such maintenance services to the exterior of the building as may be required to uphold the quality of the Business Park as a whole, to charge the Occupant all costs involved, and to recover the same from said Occupant.

7. Landscaping

- 7.1. All landscaped areas shall be routinely maintained including the trimming, watering and fertilization of all grass, groundcover, shrubs or trees, at such intervals as necessary to promote optimum growth.
- 7.2. All landscaped areas and plants required by these standards must be permanently maintained in a healthy growing condition.
- 7.3. Dead or diseased plants, grass, groundcover, shrubs and trees must be replaced within 30 days, or as soon as practical in inclement weather or complex situations involving removal/replacement of large trees.
- 7.4. All plantings must be fertilized, irrigated and pruned. All landscaped areas must be kept free of debris and weeds.
- 7.5. Plant material must not interfere with public utilities, restrict pedestrian or vehicular access or constitute a traffic hazard.
- 7.6. If an Occupant fails to maintain the landscaping in accordance with reasonable standards issued from time to time by the Port, then the Port reserves the right to provide (after seven days' written notice) such maintenance services to the landscaping as may be required to uphold the quality of the Business Park as a whole, to charge the Occupant all costs involved, and to recover the same from said Occupant.

8. Signs

- 8.1. All signs shall be maintained so as to be visually appealing and readable.
- 8.2. Maintenance activities will include washing, painting, repairing the surface of mechanical or electrical components of the sign, and any other activity required to return the sign to its original visual and functional condition.
- 8.3. Signs, poles, wiring, conduits and other related support features shall also be maintained.



9. Enforcement

This Declaration of Covenants, Conditions and Restrictions shall be deemed to be a contract between the Port and each Occupant, and as contracts between the Occupants, and as such to be enforceable in courts of law, subject only to the right of the Port to grant variances in particular cases and upon reasonable grounds, which said variances shall not unfairly or unreasonably operate to the detriment of others or to the planned development which is the objective of these covenants.

The Port covenants that in cases in which its approval is required under these Covenants, Conditions and Restrictions, such approval shall not unreasonably be withheld.

10. Amendment


These Covenants, Conditions and Restrictions, herein imposed, may be amended in whole or in part, or rescinded in their entirety, by the Port.

IN WITNESS WHEREOF, the Port of Walla Walla has caused these presents to be duly executed by its Commissioners this 28th day of January, 2016.


PORT OF WALLA WALLA COMMISSIONERS



MICHAEL FREDRICKSON, PRESIDENT



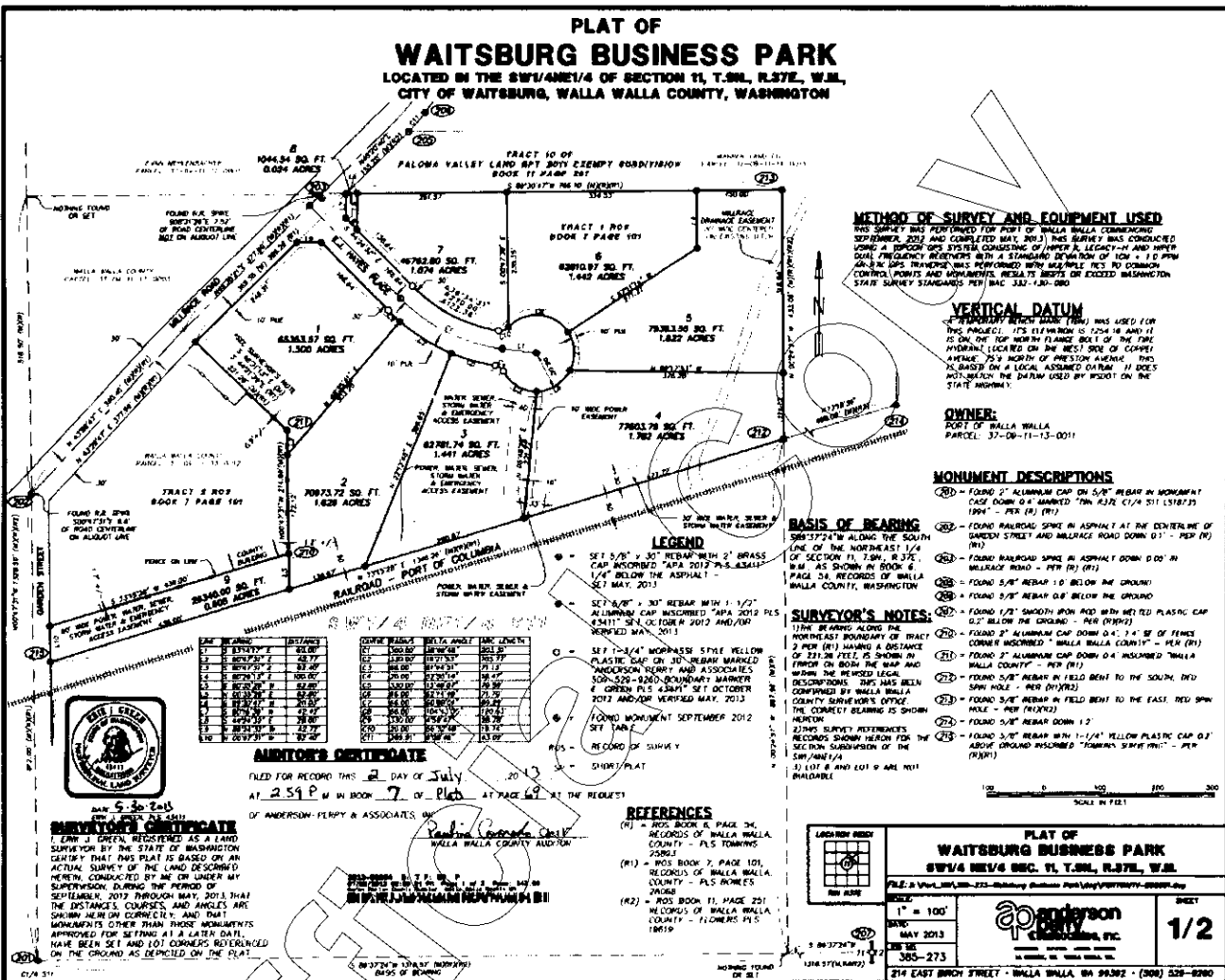
PETER D. SWANT, VICE PRESIDENT



RONALD W. DUNNING, SECRETARY



Exhibit "A"



Unofficial

Exhibit "B"

LEGAL DESCRIPTION

(PER TITLE ORDER NUMBER 60951, PREPARED BY WALLA WALLA TITLE COMPANY, AUGUST 24, 2012)

PARCEL A:

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING NORTHERLY OF THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY RIGHT-OF-WAY:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 IN TOWNSHIP 9 NORTH OF RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, EXCEPTING THEREFROM, HOWEVER, THE RIGHT-OF-WAY OF THE OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY AND THE RIGHT-OF-WAY OF THE PRESTON-SHAFFER MILL RACE OVER AND ACROSS SAID PREMISES.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS, TO-WIT:

(A) BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 IN TOWNSHIP 9 NORTH OF RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 916.0 FEET, MORE OR LESS, TO THE CENTER LINE OF THE PRESTON-SHAFFER MILL RACE; THENCE UP THE CENTER OF THE AFORESAID MILL RACE NORTH 80°45' EAST, A DISTANCE OF 520.0 FEET; THENCE SOUTH 80°00' EAST A DISTANCE OF 195.0 FEET; THENCE NORTH 868.0 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER, A DISTANCE OF 705.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(B) BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 IN TOWNSHIP 9 NORTH OF RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 60 FEET; THENCE EAST 185 FEET; THENCE SOUTH 60 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST ALONG SAID SOUTH LINE 185 FEET TO THE POINT OF BEGINNING.

ALSO A 20 FOOT RIGHT-OF-WAY EASEMENT OVER AND ACROSS THE TRACT DESCRIBED IN EXCEPTION (A) ABOVE ALONG THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE O. W. R. & N. CO., AS A MEANS OF INGRESS AND EGRESS TO THE LANDS LYING EAST OF SAID TRACT.

PARCEL B:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 IN TOWNSHIP 9 NORTH RANGE OF 37 EAST OF THE WILLAMETTE MERIDIAN, AND RUNNING THENCE EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 705.0 FEET; THENCE SOUTH, PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, TO A POINT IN THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE OREGON-WASHINGTON AND NAVIGATION COMPANY; THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID RAILROAD RIGHT-OF-WAY TO THE POINT OF INTERSECTION THEREOF WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH, ALONG SAID WEST LINE, TO THE POINT OF BEGINNING, EXCEPTING OUT THE COUNTY ROAD.

ALSO EXCEPTING OUT THE FOLLOWING TRACTS:

BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTER LINE OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING NORTH 0°45' WEST 998.2 FEET FROM THE CENTER OF SAID SECTION 11; THENCE NORTH 0°45' WEST 321.8 FEET; THENCE SOUTH 89°37' EAST 396.2 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 57°10' WEST 316.0 FEET; THENCE SOUTH 40°34' WEST 195.4 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTER LINE OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING NORTH 0°45' WEST 812.6 FEET FROM THE CENTER OF SAID SECTION 11; THENCE NORTH 00°45' WEST 185.6 FEET; THENCE NORTH 40°34' EAST 195.4 FEET; THENCE NORTH 57°10' EAST 316.0 FEET TO A POINT IN THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 89°37' EAST 121.9 FEET ALONG SAID NORTH LINE; THENCE SOUTH 46°35' WEST 332.8 FEET; THENCE SOUTH 44°25' WEST 385.3 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PART OF THIS DESCRIPTION LYING WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD NO. 108.

ALSO EXCEPTING THEREFROM:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 11 TOWNSHIP 9 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF WALLA WALLA, STATE OF WASHINGTON, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHWEST QUARTER AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 108 (NOW KNOWN AS MILLRACE STREET), SAID POINT BEING FURTHER DESCRIBED AS THE "P.O.B.-DANIELSON LEGAL DESCRIPTION" ON THAT SURVEY OF RECORD, VOLUME 6 OF SURVEYS AT PAGE 54, WALLA WALLA COUNTY AUDITOR'S OFFICE; THENCE SOUTH 45°38'21" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 369.22 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 46°31'13" EAST, A DISTANCE OF 221.28 FEET; THENCE SOUTH 00°47'31" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 214.8 FEET TO A POINT ON A LINE PARALLEL WITH AND 60 FEET NORTHERLY MEASURED AT RIGHT ANGLES FROM THE NORTHERLY RIGHT OF WAY LINE TO THE UNION PACIFIC RAILWAY; THENCE SOUTH 73°15'28" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 439.00 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF GARDEN STREET; THENCE NORTH 00°47'31" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 219.56 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MILLRACE STREET; THENCE NORTH 43°28'47" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.69 FEET TO THE POINT OF BEGINNING.

