



WHEN RECORDED RETURN TO:

Drew M. Bodker, P.S.
Attorney at Law
2607 S. Southeast Blvd. #A201
Spokane, WA 99223

INDEXING DATA

SP23804

DOCUMENT TITLE: DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS

Reference No.: 5116408 - Survey

Grantor: Harris Land Company, LLC

Grantee: Harris Land Company, LLC

Abbreviated Legal: S30, T23N, EWM, Spokane County (full legal described in
Exhibit "A") *40 SE 1/4, NW 1/4, NE 1/4 PTN*

Tax Parcel Nos. 03302.9032; 03301.9033; 03301.9034; 03305.9035; 03305.9036;
03301.9037; 03301.9038; 03304.9039 & 03304.9040

RECITALS

A. Real Property Description. Grantor is the owner of certain real property (the "Property") in Spokane County, Washington, legally described in Exhibit "A" attached hereto and incorporated herein.

B. Recording. Upon recording this Declaration, Grantor hereby submits and subjects the Property described on Exhibit "A" attached hereto, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto (all of

which constitute a part of the "Property" as hereinafter defined), to the covenants, conditions, restrictions, assessments and reservations of easements contained herein.

Grantor desires and intends that the owners, mortgagees, beneficiaries, and trustees under trust deeds, occupants and all other persons hereafter acquiring any interest in the Property shall at all times hold their interests subject to the covenants, conditions, restrictions and assessments set forth herein, all of which are declared to be in furtherance of a plan to protect the Property.

C. Purpose. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") and assessments that apply to the real property now or hereafter covered by this Declaration. The Restrictions are designed to preserve the value, desirability, and attractiveness of said real property for the mutual benefits of future owners of the real property.

NOW, THEREFORE, Grantor declares that the Property shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions and assessments hereinafter set forth which are for the purpose of protecting the value and desirability of the Property and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each successor and assign, and shall inure to the benefit of each owner thereof.

1. Fully Protected Residential Area. The Property and each of the separate parcels created within and which comprise the Property (also referred to herein as a "Parcel" or the "Parcels") shall be forever bound by this Declaration.

2. Restrictions on Use. Construction of buildings on the Parcels is hereby prohibited with the exception of single-family residential structures and related outbuildings, as further described in this Declaration (residential buildings and outbuildings are collectively referred to as "Structures" and individually as "Residences" and "Outbuildings"). No commercial activities are allowed, except that non-retail agricultural activities are allowed, except that the growing or production of cannabis (marijuana) is prohibited, and except that an in-home business is allowed only if such business does not generate, on average, more than three (3) business-related round trips per business day. No Parcel shall be lot line adjusted (through a boundary line adjustment process or otherwise), subdivided or segregated into a size of less than ten (10) gross acres parcel unless written approval is obtained from a majority of all Owners. For purposes of this Declaration, the term "Owner" is defined in Section 24, below, and the method of obtaining consent described in this Section 2, as well as all other actions in this Declaration requiring consent or a vote, is described in Sections 23 and 25, below. Nothing in this Declaration shall prohibit the use of two (2) or more Parcels as a single building site, provided that such Parcels are first aggregated by Spokane County.

3. Vehicles, Equipment and Related Provisions. Recreational vehicles, trailers (except those trailers being used for construction or repair of an improvement on a Parcel), buses, or other similar vehicles or equipment shall not be parked on any of the roads or

easements within the Property or upon or within a Parcel for more than fourteen (14) days in any one calendar year unless such equipment or vehicles are parked or stored in the garage or storage building of an Owner, provided that the doors to such building are closed at all times so as to prevent such equipment or vehicles from being exposed to public view, or only if they are totally concealed by landscaping, building structures or trees from the view of the other Parcels in the Property, and from the public or private roads or driveways which provide access to the Property or to any Parcel. Automobile bodies, parts, wheels, tires, and the like shall be stored in a fully enclosed structure, concealed from public view at all times. Except for the time period referenced above, and except for motor vehicles used by an Owner for personal use, all motorized vehicles of any type (including permitted motorcycles, dirt bikes, snowmobiles or other off-road vehicles), recreational vehicles, camp trailers, horse trailers and boat trailers (with or without a boat) and any other trailers, farm implements, road building or maintenance equipment, may be left standing outside on a Parcel only if they are totally concealed by landscaping, building structures or trees from the view of the other Parcels in the Property, and from the public or private roads which provide access to the Property or to any Parcel.

4. Land Use and Building Type. Except for any existing structures on the Parcels, no used or secondhand buildings or structures may be placed either temporarily or permanently upon any Parcel in the Property. No building shall be erected, altered, placed, or permitted to remain on any Parcel other than one detached single family dwelling and a private garage for not less than two (2) automobiles, boats, boat trailers, and recreational vehicles of less than 30 feet in total length, including trailer tongue, for family use, and the outbuildings which are permitted under Section 5 hereinafter. No mobile homes, modular homes or manufactured homes are allowed within the Property or upon any Parcel.

5. Residence Size and Height. No Residence shall be constructed or permitted on any Parcel unless such Residence has a building footprint that will contain not less than one thousand eight hundred (1,800) square feet of finished living space on the main floor or one thousand six hundred (1,600) square feet of finished living space on the main level for a Residence comprised of two or more living levels. The square footage requirements set forth herein shall exclude garages, porches open to the outside, carports and the like. No Residence shall exceed thirty-five (35) feet in height as measured from any point on the residence to the natural grade directly below such point.

6. Outbuildings. Only two (2) Outbuildings are allowed on any one Parcel, one which may be a building, such as a garage, of not more than five hundred (500') sq.ft. in size, and second one which shall not be more than two thousand five hundred (2,500) sq.ft. in size. In addition, one (1) additional Outbuilding is allowed on any Parcel which shall not be larger than five hundred (500') sq.ft. in size for a play house, dog house, or an animal shelter. No Outbuildings in the shape of a Quonset hut or geodesic dome will be allowed. All Outbuildings shall be located entirely within the setbacks set forth in Section 7 of this Declaration. Outbuildings shall not be used at any time for permanent or temporary residence purposes. No Outbuilding may exceed thirty-five (35) feet in height as measured from any point on the residence to the natural grade directly below such point.

7. Setbacks. Except as may otherwise be agreed in writing between different Owners of adjoining Parcels, no Structure (including any open porches) shall be located closer than seventy-five (75') feet from any common lines between Parcels. Swimming pools, tennis courts, and sport courts are to be limited by these same setback limitations. If an Owner seeks to build one Residence on two or more adjacent Parcels, these setback requirements shall be applied to the exterior boundary of the area of common ownership (after aggregation of the Parcels). The setback requirements set forth herein shall also be applicable for any animal watering and feeding facilities from the common borders between all Parcels, unless otherwise agreed in writing between the Owners of the two adjoining Parcels.

8. Architectural Control. Intentionally Deleted.

9. Underground Utilities. In the interest of public health and in the interest of avoiding the presence of unsightly poles and structures, all utilities shall be buried in accordance with the best standard practices, codes and regulations in existence for burying of such utilities, provided, however, that any existing above-ground utilities are permitted.

10. Nuisances. No noxious or offensive activity shall be carried on upon any Parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors or the neighborhood. Offensive activities shall include the use of snowmobiles, off-road vehicles, motorcycles or dirt bikes in a habitually noisy or offensive manner. No snowmobiles, off-road vehicles, motorcycles or dirt bikes are allowed in or upon the Property except those that have a utility work purpose and those vehicles permitted for maintenance. Owners of any Parcel shall not allow dogs to bark in any manner as may annoy or become a nuisance to the other neighbors. All vehicles, including snowmobiles, off road vehicles, motorcycles, and dirt bikes shall not exceed 15 mph on roads located within easements on the Property and shall be operated in a safe and prudent manner at all times. No helicopters, airplanes, remote controlled helicopters or remote controlled airplanes are allowed on the Property.

11. Temporary Structures. No structure of a temporary character, no mobile home, no trailer, no basement, no tent, no shack, no garage, no barn, and no other building or outbuilding shall be used on any Parcel at any time as a residence either temporarily or permanently, except that an RV may be used as a temporary residence for one (1) year, beginning as of the date of the building permit, for the period of construction of a home on Parcel I described on Exhibit "A", for which a contract of sale was signed before this Declaration was executed. No bomb shelter or similar structure shall be placed so that it is exposed above the ground.

12. Signs and Flags. Except for signs owned by any Grantor or Grantor's agents which advertise the Property as "For Sale", no signs of any kind shall be displayed to the public view on any Parcel except (i) one sign designating family name and/or address; (ii) one sign advertising a Parcel for sale or rent; (iii) signs used by a general contractor to advertise the Parcel during the construction and sales period; (iv) political signs used during an election campaign (which election signs shall be removed immediately following the election); and (v) three "no trespassing" signs. No permitted sign as described herein shall exceed three (3) feet in any

dimension. One flag of the United States and/or the flag of the State of Washington may be displayed on a Parcel, provided that such flags are maintained in accordance with the federal flag display law, 4 U.S.C. Sec. 1, *et seq.*, and/or any Washington State flag display laws, and such flags do not exceed five (5) feet in the horizontal dimension.

13. Domestic Animals/Bees.

A. A maximum of two (2) dogs and two (2) cats per household residence, regardless of the total number of Parcels owned by an Owner, shall be allowed, provided that such dogs and cats shall not be allowed to run off of such Parcels. Each Owner of a Parcel shall be responsible for any harm or damages caused to other Owners, their property, or to their guests or invitees by any dog, cat or other animal that has not been contained within an Owner's Parcel(s). Dogs or other animals which are known to be vicious or which have been classified as "vicious or potentially dangerous", as defined by the Spokane County Animal Control or Spokane County Ordinances, as they exist now or may be amended in the future, shall not be allowed at any time upon a Parcel (whether by an owner of Parcel or by a guest of an owner of a Parcel). None of the following breeds or any mix of these breeds shall be allowed upon a Parcel: Chow, Rottweiler or American Staffordshire terrier (also known as a "pit bull", or related breeds). Except as set forth above, no animals are allowed on a Parcel except that one (1) large domestic animal per each two and a half (2.5) acres owned by an Owner is allowed. No more than ten (10) female hen fowl of any kind shall be allowed on any Parcel. No peacocks shall be allowed. No exotic cats or exotic animals are allowed upon a Parcel, and no other animals other than those permitted herein shall be allowed. No permitted domestic animals shall be kept which habitually make loud or disturbing noises or create uncontrollable dust or debris. All animals must be fed, watered and sheltered under the same setback restrictions as are set forth in Paragraph 7, above.

B. A maximum of four (4) beehives (meaning the commonly used beehive boxes) are allowed on any Parcel. Said beehives must be located under the same setback restrictions as are set forth in Paragraph 7, above, and they must be screened from public view.

14. Garbage and Refuse Disposal. No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be concealed from public view by either being set in the ground, by being placed in a building or placed behind a screen or other barrier. No trash or garbage may be burned; only organic slash may be burned on a Parcel in strict accordance with Section 20 below. Under no circumstances shall any burning (otherwise performed in strict accordance with Section 20) be allowed by an Owner or his, her or its agent to create a likelihood of smoke or noxious fumes entering any other Parcel or other neighboring properties where such smoke or noxious fumes may reduce air quality.

15. Enforcement/Arbitration. In the event that a dispute as to the enforcement of this Declaration or a portion of it arises, the parties to the dispute shall make every attempt to resolve such dispute or disputes in good faith. In the event that such efforts do not resolve the dispute,

then except for non-payment of road assessments as may be required in any agreement requiring payment of such assessments, all claims, disputes or enforcement of other matters in question which arise out of or relate to this Declaration shall be decided by arbitration, as follows: Each of the parties hereto shall select an arbitrator. The arbitrators shall then select a third arbitrator unrelated to the dispute. A majority decision of the arbitrators shall be final and binding upon the parties hereto. Each party shall pay the cost of their selected arbitrator plus one-half of the costs of arbitration, including the cost of the third arbitrator. Compliance with this provision shall be a condition precedent to the institution of any litigation to enforce this Declaration. In the event of such action, any person or persons so adjudged by a court to be in violation of these Covenants shall bear the costs of such litigation, including reasonable attorney's fees and related costs, and attorney's fees and costs on appeal, if any.

16. Severability. If any portion of this Declaration should be held invalid by order or judgment of any competent court, such invalidity shall in no way affect any of the other provisions hereof and such other provisions shall remain in full force and effect.

17. Completion of Improvements. Any Structure erected or placed on any Parcel shall be completed as to external appearance, including finished painting, within eighteen (18) months after the date of commencement of construction.

18. Miscellaneous.

A. Fencing. All perimeter border fencing shall be constructed outside of any road easement areas and shall be either (i) "New Zealand" type brown or black coated fencing or its equivalent, (ii) unpainted or pressure treated wood plank or unpainted or pressure treated post-and-rail fencing, or (iii) field fencing with at least one rail. Vinyl fencing shall not be allowed. Such perimeter fences shall not exceed five feet in height. Perimeter fencing shall have gates which will allow vehicles and machinery to pass through without undue difficulty. Black or brown cyclone fencing or chain link fencing is permitted for purposes of a kennel or animal enclosure, not to exceed an enclosed area of two hundred (200') square feet, and such animal fencing shall be located within the building setbacks set forth in this instrument. Wrought iron, chain link or green or brown cyclone fencing is permitted for a sport court or pool enclosure. Deer fencing may be constructed around any garden areas by using any of the materials referenced in this Section 18.C, or by using field fencing/single wire type fencing with treated or unpainted fence posts. The size of such garden areas is not limited, but the maximum height for such deer fencing shall be eight (8') feet.

B. Lights. No security lights are allowed which interfere with or annoy any neighbor's privacy.

C. Tarps/Loose Coverings. No permanent tarps or loose coverings may be placed on any Parcel. Temporary tarps or loose coverings must be of earthen tone colors only and shall not be allowed to remain on a Parcel within public view for more than ninety (90) total days.

D. Landscaping. All homes shall have landscaping and said landscaping must be installed within one (1) year of completion of the Residence. Naturally fire-resistant landscaping is highly encouraged. Owners of Parcels shall comply with and follow guidelines set forth by Spokane County for the maintenance of fire defensible zones around Structures.

E. Propane/Fuel Tanks. Propane tanks and fuel tanks must be concealed, screened, or otherwise hidden from view.

F. Building Materials. Storage of building materials on any Parcel is permitted only during construction of a Structure unless such materials are stored within a house, garage or Outbuilding. All building debris during the construction period for any structure must be picked up and either removed or stored in an orderly and slightly fashion on a daily basis.

G. Firearms/Hunting. No firearm hunting, bow hunting, or trapping (other than for vermin infestation) is allowed, nor is the shooting of firearms or fireworks allowed, except .22 caliber or smaller caliber for target shooting, which shall not last more than a total of 30 minutes on any given day between hours of 9:00 am and 4:00 pm, on any Parcel. Bows and arrows are permitted for target shooting, provided that no one under 14 years of age may do so unless under the direct and constant supervision of an adult, and provided that such activities shall be conducted at least one hundred (100) feet from the common boundary with any of the other Parcels. Any target shooting of any kind will require the construction and use of two full backstops.

H. Trails. Intentionally Deleted.

19. Maintenance of Parcels. Each Parcel in the Project shall be maintained in a first class, clean and tidy condition, including all unimproved areas. Parcel owners shall take all reasonable steps to prevent the growth of noxious weeds on their Parcel.

20. Timber; Burning; Fire Pits. In the interest of preserving and enhancing the health and perpetuation of any forest areas located within the Property, each owner of a Parcel agrees to use reasonable and responsible timber management practices. Except as set forth hereinafter and except for clearing and maintenance of building sites for Structures, selective and minimized view corridors, landscape areas and site improvements, as limited herein, and except for selective clearing of areas of trees deemed by an accredited arborist as disease infested or fire damaged beyond repair, not more than one-third (1/3) of the existing trees shall be removed from a Parcel. No clear-cutting of timber for any purposes, including for compensation, shall be permitted. Selective thinning, subject to the above 1/3 limit for existing trees, may be performed to enhance the growth and management of the forested areas and shall be permitted under the express condition that all slash be burned or removed within six (6) months of completion of any thinning activity. Burning of organic yard wastes (but not trash or garbage) shall be allowed only as prescribed by local fire ordinances, and, prior to such burning, the Owner shall obtain any necessary permits or licenses to burn, including any that may be required from the Washington State Department of Natural Resources. Such burning may only occur under prudent weather and water conditions for controlled burning, and the Owner shall cause a water truck to be located at

or adjacent to the burn area at all times, carrying sufficient water volume and pressure to completely douse the fire. Under no circumstances shall any burning (otherwise performed in strict accordance with Section 20) be allowed by an Owner or his, her or its agent to create the likelihood of causing smoke or noxious fumes to enter any other Parcel or other neighboring properties where such smoke or noxious fumes reduce air quality. No fires shall be permitted during dry conditions which increase the risk of fire danger.

Ornamental fire pits on a Parcel are subject to all applicable local fire ordinances and any permit or license requirements of the Washington State Department of Natural Resources. In no circumstance may a fire pit exceed three (3) feet in diameter. The fire pit must be kept covered with a fine metal screening mechanism and be located within twenty feet of a reliable water source with sufficient volume and pressure to completely douse the fire. No fires shall be permitted during dry conditions which increase the risk of fire danger.

21. Reservation of Easements; Maintenance and Improvement of Roadways. Easements for ingress, egress and utilities are hereby declared and reserved over, under, and across portions of the Property as shown in the Record of Survey recorded under Auditor's File No. 5823351, and as shown and described in separate recorded easements that affect some of the Parcels. All easements reserved herein shall be deemed appurtenant easements that shall run with the land and shall not be affected by any later termination of the other covenants set forth herein.

The private easement roads within the Property shall be kept free and clear for motor vehicle use at all times, and such roadways shall be maintained and repaired as required by those separate, recorded easement documents which affect those Parcels legally described in such easements. Each Owner is solely and directly responsible for damage to the roadway caused by any construction activities or other activities involving large vehicles or equipment property transiting to or from the Owner's Parcel.

22. Term of Covenants. This Declaration shall run with the land and shall be binding upon all Owners of the Property now and in the future, and all persons claiming under them until January 1, 2040, at which time this Declaration shall be automatically extended for a successive period of ten (10) years unless an instrument is signed by at least seventy-five (75%) per cent of all of the Owners in which they agree to not extend the term of this Declaration.

23. Amendment of Covenants. This Declaration may be amended or terminated only by a writing signed by at least seventy-five (75%) per cent of all of the Owners, including any mortgagees of an Owner and any vendor of a real estate contract in which an Owner has acquired a vendee's interest, and such amendment shall then be recorded. For purposes of this Section 23, to be effective such an amendment shall also be signed by the persons comprising the marital community if a Parcel is owned as a marital community, as well as all co-tenants, joint tenants, joint venture partners and general and private partners if a Parcel is owned by co-tenants, joint tenants, a joint venture or a general or private partnership.

24. Definition of Owner. The term "Owner", as used in this Declaration, means a person, trust, joint venture, limited liability company, limited partnership or corporation owning

an interest in title in a Parcel, whether fee simple or an interest of less than fee simple. A Parcel owned by two or more persons, whether as a marital community, a co-tenancy, a joint tenancy, or a general partnership shall be deemed to be owned by one Owner.

25. Voting or Approval of Owners; Affiliates of Owners. Whenever this Declaration calls for a vote or consent of the Owners for a proposed act to be approved, then each Owner shall have one vote or one consent, no matter how many Parcels are owned by an Owner, provided however, that the consent or approval of Grantor shall be required for so long as Grantor owns at least two (2) of the Parcels described on Exhibit "A".

26. Notices for All Purposes. All notices given under the provisions of this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be sent by certified mail, return receipt requested, and shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, by said certified mail, return receipt requested, postage prepaid, addressed to the person entitled to such notice. If delivery is made by personal service, the notice shall be deemed to have been delivered on the day of such personal service. Each Owner, immediately upon the closing of the purchase and sale of a Parcel, shall provide his, her or its mailing address to all other Owners of Parcels, if known. Mailing addresses may be changed by notice in writing given to all other Owners.

IN WITNESS WHEREOF, the undersigned has set its hand this 31st day of December, 2019.

GRANTOR: Harris Land Company, LLC

By David R. Harris
David R. Harris – Sole Member

Exhibit "A"**Parcel "A":**

All that property situated in Section 30, T23N, R40E, W.M., Spokane County, Washington, lying northerly of Cornwall Road C.R.P. No 543, a 60.00 foot wide road, and easterly of Harrison Road No. 219-0, a 60.00 foot wide road (as traveled), described as follows:

BEGINNING at the northeast corner of the NW1/4 of said Section 30; thence S1°18'07"E along the easterly line of said NW1/4 a distance of 655.67 feet; thence S78°41'29"W 582.74 feet to the centerline of said Harrison Road (as built); thence N1°34'54" along said centerline 743.03 feet; thence along a tangent curve to the left, the center of which bears S88°25'06"W 1088.18 feet distant through a central angle of 3°18'36" and an arc length of 62.87 feet; thence tangent to the preceding curve N4°53'30"W to the northerly line of said NW1/4 a distance of 14.75 feet; thence S85°17'10"E along the northerly line of said NW1/4 a distance of 613.72 feet to the point of beginning;

EXCEPT Harrison Road (No. 219-0);

SUBJECT TO and TOGETHER WITH an easement 60.00 feet in width for ingress, egress, utilities, and drainage over, under, and across the North 60.00 feet of the NW1/4 of said Section 30 lying easterly of said Harrison Road;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said parcel embraces 10.0001 acres (gross), more or less.

Parcel "B":

All that property situated in Section 30, T23N, R40E, W.M., Spokane County, Washington, lying northerly of Cornwall Road C.R.P. No 543, a 60.00 foot wide road, and easterly of Harrison Road No. 219-0, a 60.00 foot wide road (as traveled), described as follows:

The N1/2 of the N1/2 of the NW1/4 of the NE1/4 of said Section 30;

SUBJECT TO and TOGETHER WITH an easement 60.00 feet in width for ingress, egress, utilities, and drainage over, under, and across the North 60.00 feet of the NW1/4 of said Section 30 lying easterly of said Harrison Road AND the North 60.00 of the N1/2 of the N1/2 of the NW1/4 of the NE1/4 of said Section 30;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said parcel embraces 9.5475 acres (gross), more or less.

Parcel "C":

All that property situated in Section 30, T23N, R40E, W.M., Spokane County, Washington, lying northerly of Cornwall Road C.R.P. No 543, a 60.00 foot wide road, and easterly of Harrison Road No. 219-0, a 60.00 foot wide road (as traveled), described as follows:

The S1/2 of the N1/2 of the NW1/4 of the NE1/4 of said Section 30;

TOGETHER WITH an easement for ingress, egress, drainage, and utilities over, under, and across the North 60.00 feet of the following described parcels:

The N1/2 of the S1/2 of the NW1/4 of the NE1/4 of said Section 30;

AND BEGINNING at the northwest corner of said N1/2 of the S1/2 of the NW1/4 of the NE1/4; thence S1°18'07"W along the westerly line of said N1/2 of the S1/2 of the NW1/4 of the NE1/4 to the southwest corner of said N1/2 of the S1/2 of the NW1/4 of the NE1/4; thence S73°29'53"W 460.29 feet to the centerline of said Harrison Road; thence northwesterly along the centerline of said Harrison Road along a non-tangent curve, the center of which bears N32°27'48"E 256.96 feet distant through a central angle of 55°57'18" and an arc length of 250.95 feet; thence leaving said centerline N78°41'29"E 582.74 feet to the point of beginning;

EXCEPT Harrison Road;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said parcel embraces 9.5746 acres (gross), more or less.

Parcel "D":

All that property situated in Section 30, T23N, R40E, W.M., Spokane County, Washington, lying northerly of Cornwall Road C.R.P. No 543, a 60.00 foot wide road, and easterly of Harrison Road No. 219-0, a 60.00 foot wide road (as traveled), described as follows:

The N1/2 of the S1/2 of the NW1/4 of the NE1/4 of said Section 30;

TOGETHER WITH that portion of the NW1/4 of said Section 30 described as follows:

BEGINNING at the northwest corner of the NW1/4 of the NE1/4; thence S1°18'07"W along the westerly line of said NW1/4 of the NE1/4 to the southwest corner of said N1/2 of the S1/2 of the NW1/4 of the NE1/4; thence S73°29'53"W 460.29 feet to the centerline of said Harrison Road; thence northwesterly along the centerline of said Harrison Road along a non-tangent curve, the center of which bears N32°27'48"E 256.96 feet distant through a central angle of 55°57'18" and an arc length of 250.95 feet; thence leaving said centerline N78°41'29"E 582.74 feet to the point of beginning;

EXCEPT Harrison Road;

SUBJECT TO an easement 60.00 feet in width for ingress, egress, utilities, and drainage over, under, and across the North 60.00 feet of said parcel;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said parcel embraces 13.9563 acres (gross), more or less.

Parcel "E":

All that property situated in Section 30, T23N, R40E, W.M., Spokane County, Washington, lying northerly of Cornwall Road C.R.P. No 543, a 60.00 foot wide road, and easterly of Harrison Road No. 219-0, a 60.00 foot wide road (as traveled), described as follows:

The S1/2 of the S1/2 of the NW1/4 of the NE1/4 of said Section 30;

TOGETHER WITH that portion of the E1/2 of the NW1/4 of said Section 30, described as follows:

BEGINNING at the southwest corner of the NW1/4 of the NE1/4; thence S1°18'07"W along the westerly line of said NE1/4 a distance of 77.91 feet to the centerline of said Harrison Road; thence N57°32'12"W along the centerline of said Harrison Road 512.13 feet; thence leaving said centerline N73°29'53"E 460.29 feet to the northwest corner of the S1/2 of the S1/2 of the NW1/4 of the NE1/4; thence S1°18'07"W along the easterly line of said NW1/4 a distance of 327.83 feet to the point of beginning;

SUBJECT TO an easement 60.00 feet in width for ingress, egress, utilities, and drainage over, under, and across the following described properties:

The East 60.00 feet of the SE1/4 of the NW1/4 of said Section 30 lying northerly of said Harrison Road AND the East 60.00 feet of the South 60.00 feet of the NE1/4 of the NW1/4 of said Section 30 AND the South 60.00 feet of the S1/2 of the S1/2 of the NW1/4 of the NE1/4 of said Section 30; SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said parcel embraces 11.6697 acres (gross), more or less.

Parcel "F":

All that property situated in Section 30, T23N, R40E, W.M., Spokane County, Washington, lying northerly of Cornwall Road C.R.P. No 543, a 60.00 foot wide road, and easterly of Harrison Road No. 219-0, a 60.00 foot wide road (as traveled), described as follows:

That portion of the North 450.00 feet, as measured at right angles to the North line thereof, of the SW1/4 of the NE1/4 of said Section 30 lying easterly of said Harrison Road;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said parcel embraces 10.7756 acres (gross), more or less.

Parcel "G":

All that property situated in Section 30, T23N, R40E, W.M., Spokane County, Washington, lying northerly of Cornwall Road C.R.P. No 543, a 60.00 foot wide road, and easterly of Harrison Road No. 219-0, a 60.00 foot wide road (as traveled), described as follows:

That portion of the SW1/4 of the NE1/4 of said Section 30 lying easterly of said Harrison Road;

EXCEPT the North 450.00 feet, as measured at right angles to the North line thereof;

SUBJECT TO an easement 60.00 feet in width for ingress, egress, utilities, and drainage over, under, and across the North 60.00 feet of said parcel;

AND SUBJECT TO any portion of an easement 60.00 feet in width for ingress, egress, utilities, and drainage over, under, and across said easement, being 30.00 feet each side of the following described centerline:

COMMENCING at the southwest corner of the SE1/4 of the NE1/4 of said Section 30; thence S88°55'51"E along the southerly line of said SE1/4 of the NE1/4 a distance of 14.41 feet to the POINT OF BEGINNING of the centerline herein described; thence S45°28'24"W 199.63 feet; thence S30°56'16"W 66.69 feet to the northerly and easterly rights-of-way of said Harrison Road, the outer boundaries of which are lengthened or shortened to the outer boundaries of the southerly and westerly lines of the SE1/4 of the NE1/4 and the northerly and easterly rights-of-way of said Harrison Road;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

New Parcel 'H':

That portion of the SE1/4 of Section 30, T23N, R40E, W.M., Spokane County, Washington, described as follows:

The NW1/4 of the NE1/4 of said SE1/4 lying easterly of Harrison Road No. 219-0, a 60.00 foot wide road (as traveled);

SUBJECT TO and TOGETHER WITH an easement 60.00 feet in width situated in the SE1/4 of said Section 30 for ingress, egress, utilities, and drainage over, under, and across said easement, being 30.00 feet each side of the following described centerline:

COMMENCING at the northeast corner of said NW1/4 of the SE1/4 of said Section 30; thence S0°49'20"W along the easterly line of said NW1/4 of the SE1/4 a distance of 14.61 feet to the POINT OF BEGINNING of the centerline herein described; thence S45°28'24"W 179.18 feet; thence S30°56'16"W to the northerly right-of-way of said Harrison Road No. 219-0, the outer boundaries of which are lengthened or shortened to the northerly line and the easterly line of said NW1/4 of the SE1/4 of said Section 30 and the northerly right-of-way of said Harrison Road;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said parcel embraces 9.81 acres (gross), more or less.

New Parcel 'I':

That portion of the SE1/4 of Section 30, T23N, R40E, W.M., Spokane County, Washington, described as follows:

The SW1/4 of the NE1/4 of said SE1/4 lying northerly of Cornwall Road C.R.P. No. 543, a 60.00 foot wide road, and easterly of Harrison Road No. 219-0, a 60.00 foot wide road (as traveled);

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said parcel embraces 9.85 acres, more or less.