



Recording Requested By And
When Recorded Mail To:
Transnation Title Insurance Company
1200 6th Avenue, Suite 100
Seattle, Washington 98101
File No. 560-5.02-3140

RE EXCISE TAX PAID
Amount \$535.50
Date 11-27-02
Affidavit No. 16374
KITTITAS COUNTY TREASURER
By K. Bostwick

Grantor: PLUM CREEK TIMBERLANDS, L.P.
Grantee: TWIN LAKES RECREATION ASSOCIATION II
Legal Description (abbreviated): Ptn. of Section 28, T21N, R14E, W.M.
Assessor's Tax Parcel ID#: 21-14-28010-0001

STKC 13689

SPECIAL WARRANTY DEED

THE GRANTOR, PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership, qualified to do business and doing business in the State of Washington with its principal place of business located at 999 Third Avenue, Ste. 2300, Seattle, Washington 98104, successor by merger to Plum Creek Timber Company, L.P. "Grantor," for and in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, grants, conveys and warrants to TWIN LAKES RECREATION ASSOCIATION II, a Washington homeowners association, whose address is 5312 17th Avenue N.W., Seattle, Washington 98107, herein referred to as "Grantee," its successors and assigns, the following described real estate, situated in the County of Kittitas, State of Washington:

Government Lot 7 as described and/or delineated on the United States Department of the Interior Bureau of Land Management Supplemental Plat of Sections 16 and 28, Township 21 North, Range 14 East, W.M., dated October 3, 1997, Kittitas County, Washington.

RESERVING UNTO GRANTOR, its successors and assigns, a permanent, non-exclusive, all purpose easement and right-of-way sixty (60) feet in width, over, upon, along and across an existing road located across portions of the SW1/4NE1/4 of Section 28, Township 21 North, Range 14 East, W.M., Kittitas County, Washington (the "Easement Reservation"). The Easement Reservation is located approximately as shown on **Exhibit "A"** attached hereto and by

this reference made a part hereof and subject to the terms, provisions, and conditions applicable to Seller and its successors and assigns described on **Exhibit "B"** attached hereto.

The Property to be conveyed is subject to an easement in the public for any public roads heretofore laid out or established and now existing over, along or across any portion of the real estate; and to all additional easements, reservations, restrictions, encumbrances and water rights, if any, of record; and further

SUBJECT TO the following permitted exceptions:

(i) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;

(ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;

(iii) any rights of the United States of America, the State in which the Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;

(iv) title to that portion of the Property, if any, lying below the mean high water mark of abutting tidal waters;

(v) all easements, rights-of-way, licenses and other such similar encumbrances apparent or of record;

(vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;

(vii) all encroachments, overlaps, boundary line disputes, shortages in area, persons in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;

(viii) prior reservations or conveyances of mineral rights or mineral leases of every kind and character; and

(ix) any loss or claim due to lack of access to any portion of the Property; and

SUBJECT FURTHER TO an Easement in favor of the United State of America, recorded January 18, 1985 under Recording No. 485306, records of Kittitas County, Washington; and

SUBJECT FURTHER TO an Easement in favor of Kittitas County, recorded March 18, 1993 under Recording No. 557868, records of Kittitas County, Washington; and

SUBJECT FURTHER TO an Easement in favor of Kittitas County, recorded March 18, 1993 under Recording No. 557869, records of Kittitas County, Washington; and

SUBJECT FURTHER TO an Easement in favor of Kittitas County, recorded November 19, 1993 under Recording No. 565467, records of Kittitas County, Washington; and

SUBJECT FURTHER TO a Record of Survey recorded May 19, 1986 in Book 14, Page 72 under Recording No. 495599; and

SUBJECT FURTHER TO a Record of Survey recorded August 5, 1986 in Book 15, Page 9 under Recording No. 498616; and

SUBJECT FURTHER TO Pendency of Yakima County Superior Court Cause Number 77-2-01484-5, State of Washington Department of Ecology, plaintiff vs James J. Acquavella, et al, defendants; notice of which is given by Lis Pendens recorded on October 14, 1977 under Auditor's file number 417302 and by supplemental notice of Lis Pendens recorded on June 4, 1980 under Auditor's file number 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44, Revised Code of Washington.


TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And the said Grantor hereby covenants that it will forever WARRANT and DEFEND all right, title and interest in and to said premises, and the quiet and peaceable possession thereof, unto the said Grantee, its successors and assigns, against the acts and deeds of said Grantor, and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its seal to be hereunto affixed this 28th day of October, 2002.


Attest:

By:


Sheri L. Ward
Assistant Secretary

PLUM CREEK TIMBERLANDS, L.P.
By Plum Creek Timber I, L.L.C.
Its general partner

By:


Thomas M. Lindquist
Executive Vice President

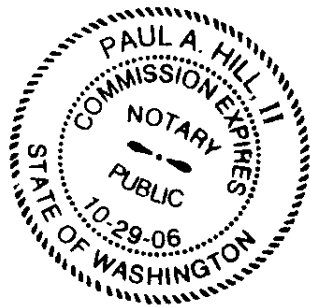


ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 28th day of October, 2002, before me personally appeared Thomas M. Lindquist and Sheri L. Ward, to me known to be the Executive Vice President and the Assistant Secretary, respectively, of Plum Creek Timber I, L.L.C., general partner of Plum Creek Timberlands, L.P., the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited partnership and that the seal affixed is the seal of said limited partnership.

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



Paul A. Hill II
Notary Public in and for the
State of Washington
Residing at Hansville
My Commission Expires 10/29/02
Printed Name Paul A. Hill II

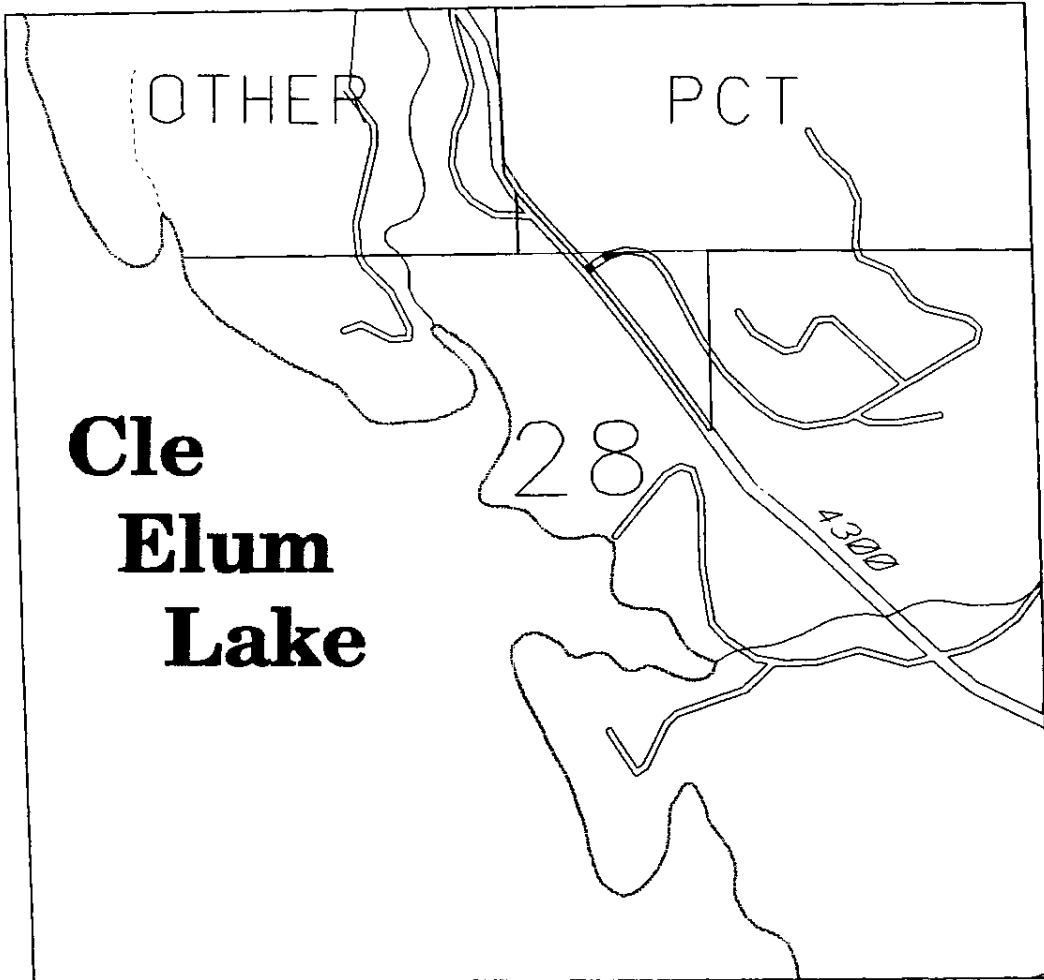


EXHIBIT "A"

Sec. 28 Twp. 21N Rge. 14E, W.M.

KITTITAS County, Washington

----- EASEMENT RESERVATION FOR PLUM CREEK TIMBERLANDS L.P.

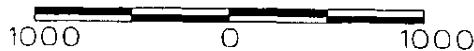
===== EXISTING ROADS



PlumCreek

T.O.P.S. - JWW

SCALE IN FEET



DATE: 30-SEP-2002

EXHIBIT "B"
Kittitas County, Washington

Terms, Provisions, and Conditions of the Easement Reservation:

1. Purpose. The Easement Reservation described herein is for ingress, egress and utilities, and reconstructing, maintaining, repairing, and using an existing road for all lawful purposes over, upon, along and across said easement and right of way.
2. Relocation. Grantee reserves unto itself and to its successors and assigns the right at its expense to relocate said road subject to the condition that, except for distance and curvature, such relocated roadway provides the same type and quality of unpaved roadway as may be established and maintained at the time of such relocation.
3. Road Crossing. Grantee and its successors and assigns, reserves the right at all times and for any purpose to go upon, across and recross, at any place on grade or otherwise, said right-of-way road in a manner that will not unreasonably interfere with the rights reserved hereunder.
4. Third Parties. Grantee may grant to third parties, upon such terms as it chooses, access rights over the Easement Reservation; provided, that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights reserved hereunder.
5. Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses said road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when said road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced.

During periods when more than one party is using said road, or a portion thereof, each party's share of maintenance and resurfacing shall be pro rata in proportion to its use thereof. The parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance and resurfacing of the road or the portion thereof being used; and
- (b) A method of payment by which each party using said road or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.



For the purposes of this easement reservation, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

6. Road Damage. Each party using any portion of said road shall repair or cause to be repaired at its sole cost and expense that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to said road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree on the cost of replacement, and the shares of replacement cost to be borne by each user of said road.

7. Construction and Improvement. Unless the parties hereto agree in writing to share the cost of improvements to said road in advance of such improvements being made, said improvements shall be solely for the account of the improver.

8. Right-of-Way Timber. Grantee reserves to itself all timber now on or hereafter growing within said right-of-way of the Property. Grantor shall have the right to cut timber upon the premises to the extent necessary for reconstructing, and maintaining the road. Timber so cut shall be cut into logs of lengths specified in advance by Grantee and decked along the road for disposal by Grantee.

9. Exercise of Rights. Grantor may permit its contractors, licensees, lessees, purchasers of timber and other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights reserved to it herein.

10. Insurance. Before using said easement rights reserved for commercial purposes, Grantor, or its permittees shall obtain and, during the term of such use, maintain a policy of liability insurance. Coverage requirements shall be as follows:

(a) A policy of Commercial General Liability Insurance to include limits of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extensions of coverage to include Contractual Liability, Broad Form Property Damage, Completed Operations, Cross Liability and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse or Underground.)

(b) Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage coverage. Coverage shall extend to all owned, hired or non-owned vehicles.

(c) Contractors (or Loggers) Broad Form B Property Damage Liability Insurance with a limit of \$2,000,000 per occurrence.



(d) The policies specified in (a), (b) and (c) above shall include an endorsement which shall name the Grantee as additional insureds on a primary basis for the duration of the contract term. The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording) or Contractor must maintain completed operations coverage with additional insured extension for a period of two (2) years after completion and acceptance of the work performed.

(e) The policies specified in (a), (b), and (c) above shall include an endorsement which shall provide that the Grantee will be given a 30-day written notice prior to cancellation or material change in the policy.

(f) All liability coverages must be on an "occurrence" basis as opposed to "claims made."

Prior to commencement of commercial operations, Grantor or its contractor or Permittee shall furnish to Grantee a certificate of insurance, dated and signed by the stated, authorized agent for the insuring company or companies, containing a representation that coverage of the types listed above is provided with the required limits and the stated endorsements.

(g) In addition to the above requirement for commercial operations, all persons using said easement and right-of-way for any purpose shall obtain and maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of Washington and customary in the area of said right-of-way.

11. Indemnification. Grantor shall assume all risk of, and indemnify and hold harmless, and at Grantors expense defend Grantee from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Grantor, or damage to or destruction of the Property, or any fire, resulting partly or wholly, directly or indirectly from Grantors exercise of the rights herein reserved; provided, however, that Grantors undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property resulting from the sole negligence of Grantee, its Permittees, successors and/or assigns .

12. Liens. Grantor shall keep the Property free from liens arising in any manner out of the activities of itself and shall promptly discharge any such liens that are asserted.

13. Taxes. Grantor shall pay all taxes and/or assessments that may become chargeable against this reserved easement, if separately assessed by statute. Grantor shall also pay for all damages including but not limited to timber, crops and grazing lands located within such easement or adjacent thereto arising out of the use or maintenance of this reserved easement.

14. Termination. If Grantor determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by Grantor to Grantee or its successor(s) or assign(s) in interest.



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WDED 27.00

Kittitas Co Auditor STEWART TITLE

15. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and Grantee.

16. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington.