

NO. 0104870

LIABILITY \$1,000.00

FEE \$ 215.40

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

Policy No. 72030- 6769

COOPER PASS, LLC

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

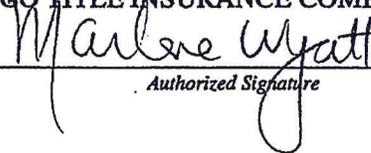
LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: JUNE 21, 2007 @ 8:00 AM

CHICAGO TITLE INSURANCE COMPANY

By


Authorized Signature

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

SUBDIVISION GUARANTEE

Office File Number : 0104870
Guarantee Number : 48 0035 72030 6769
Dated : June 21, 2007 at 8:00am
Liability Amount : \$ 1,000.00
Premium : \$ 200.00
Tax : \$ 15.40

Name of Assured : COOPER PASS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

The assurances referred to on the face page are:

That, according to those public records with, under the recording laws, impart constructive notice of matters relative to the following described real property:

Lot 10-D, SP-2003-08 BROOKSIDE TRAILS EAST LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 8 of Plats, Pages 227 and 228, records of said County.

Title to said real property is vested in:

COOPER PASS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

END OF SCHEDULE A

(SCHEDULE B)

File No. 0104870

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Subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. This property is currently classified under the Designated Forest Land Statute R.C.W. 84.33. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed.
5. Any unpaid assessments or charges, and liability to further assessments or charges, for which a lien may have arisen (or may arise); as imposed by Brookside Trails Homeowners Association.
6. Any unpaid assessments or charges, and liability to further assessments or charges, for which a lien may have arisen (or may arise); as imposed by Sky Ridge Easement Owners Association.
7. Pendency of Yakima County Superior Court Cause No. 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, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 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. (Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)
8. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on December 4, 1978, under Kittitas County Auditor's File No. 428448.
In favor of : Boise Cascade Corporation, a Delaware corporation and Norcliffe Company, a Washington corporation
For : Roads
Affects : A 60 foot strip of land across a portion of said premises in Sections 24 and 25

(SCHEDULE B continued)

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9. Reservations contained in deed.

Executed by : PCTC, INC., A Delaware Corporation (Formerly known as Plum Creek Timber Company, Inc., and BN Timberlands, Inc.)
Recorded : June 30, 1989
Auditor's No. : 521473, as follows:

Grantors reserves unto itself;

(A) All oil, gas and other hydrocarbons, regardless of gravity and whether produced in liquid or gaseous form (including, without limitation, all gas occurring in coal or lignite seams, beds or deposits, but except as occurring in coal or lignite seams beds or deposits when vented as a non-commercial substance in conjunction with coal or lignite development or extraction operations) and all substance necessarily produced in association with such oil, gas and other hydrocarbons, together with such substance, are collectively called "reserved oil and gas"), together with rights of ingress and egress for the purpose of drilling for, exploring for, producing, storing, treating, transporting and processing reserved oil and gas with the right to remove any and all property grantor places on the subject property, provided such rights of ingress and egress shall be subject to the provisions set forth below; and

(B) All minerals, metals and ores of every kind and nature and whether surface or subsurface in, on or under the subject property except for reserved oil and gas and all sources of geothermal energy (such minerals and sources are called the "reserved minerals", and including without limitation and without regard to their intended use of current commercial value:

- (1) Coal, lignite, and peat (including gas occurring in coal or lignite seams, beds or deposits to the extent the same is vented as a non-commercial substance in conjunction with coal or lignite development or extraction operations);
- (2) Precious metals such as gold and silver and other metals such as copper, iron, lead and zinc;
- (3) Industrial minerals, including without limitation talc, calcium carbonate, mica and kaolin;
- (4) Fissionable source materials, including without limitation uranium, vanadium and thorium;
- (5) Sand, clay, gravel, aggregate, granite, stone, rock, including without limitation decorative rock and rock of unique character; provided, grantee may use so much of the items described in this clause (5) as it reasonable requires in connection with its use and enjoyment of the subject property or with the construction, maintenance, and repair of roads serving the subject property, so long as the use of such items is incidental to such other uses and is not a primary use;
- (6) All other naturally occurring elements, compounds, and substances whether similar or dissimilar, metallic or non-metallic, in whatsoever form and whether occurring, found, extracted or removed in solid, liquids or gaseous state; and
- (7) All of the constituent products of all or any of the foregoing and all other substances necessarily produced in association therewith.,

Together with rights of ingress and egress for the purpose of prospecting and exploring for reserved minerals by any means, and for the purpose of drilling, extracting, mining, developing, producing, treating and processing reserved minerals by all methods, (including without limitation mining by strip, auger, open pit, in-situ combustion, solution, and underground methods), and of erecting, operating, maintaining and working any mining, extraction, production, treatment or processing facility by all. Procedures, whether such means, methods, or procedures are now known or hereafter discovered, and of taking out, storing, stockpiling, removing transporting and marketing reserved minerals, together with the right to commingle reserved mineral or any other material produced from the subject property with minerals or any other material produced from any other property and to use the subject property for any of the aforesaid activities with respect to such minerals and material when related to like activities involving reserved minerals

(SCHEDULE B continued)

File No. 0104870

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(SPECIAL EXCEPTION NO. 9 CONTINUED)

We further note the following instruments with regard to said reservation:

- a) Conveyance of minerals reserved under deed to Plum Creek Timber Company, L.P. to Meridian Mineral Company by deed recorded June 30, 1989 in Volume 291, Page 805, under Auditor's File No. 521474;
- b) Conveyance of oil and gas reserved under deed to Plum Creek Timber Company, L.P. to Meridian Oil Inc. by deed recorded June 30, 1989 in Volume 291, Page 807, under Auditor's File No. 521475;
- c) Quit Claim Deed from Meridian Minerals Company to Plum Creek Timber Company, L.P., recorded February 7, 1992 in Volume 328, Page 1453, under Auditor's File No. 546455.

The interest excepted above has not been examined and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title report.

- 10. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on February 10, 1988, in Book 271, Page 283, under Kittitas County Auditor's File No. 510611.
 - In favor of : Ray Owens and Janet Owens, husband and wife
 - For : Road
 - Affects : A 15 foot strip of land across a portion of said premises in Section 25

- 11. Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
 - Between : PCTC, Inc., a Delaware Corporation (formerly known as Plum Creek Timber Company, Inc., and BN Timberlands, Inc.) as grantors, Plum Creek Timber Company, L.P., as grantee, Meridian Minerals Company, a Montana Corporation, as reserved mineral owner and Meridian Oil Inc., a Delaware Corporation, as reserved oil and gas owner
 - Recorded : May 31, 1991
 - Auditor's File No. : 539737

- 12. Partial Waiver of Surface Use Rights, and the terms and conditions thereof;
 - Executed by : Meridian Oil Inc.
 - Dated : February 13, 1992
 - Recorded : April 8, 1995
 - Auditor's File No. : 199604080028

- 13. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserved by instrument recorded on May 30, 2001, under Kittitas County Auditor's File No. 200105300021.
 - In favor of : Plum Creek Land Company, a Delaware Corporation, its successors and assigns
 - For : Ingress, egress, utilities, reconstruction, use and maintenance
 - Affects : A strip of land sixty (60') feet in width over, upon, along and across existing roads in the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of said Section 25.

(SCHEDULE B continued)

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14. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as conveyed by instrument recorded on June 21, 2001, under Kittitas County Auditor's File No. 200106210047.
In favor of : Jay W. and Leslie D. Peppin, husband and wife, their successors and assigns
For : Ingress, egress, utilities, reconstruction, use and maintenance
Affects : Existing roadway located in the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of said Section 25
15. Matters disclosed and/or delineated on that certain Survey recorded January 24, 2002, in Book 27 of Surveys, Pages 69 and 70, under Auditor's File No. 200201240010, as follows:
 - a) 60' Easement for ingress, egress and utilities
16. Covenants, Conditions and Restrictions recorded February 28, 2002, under Auditor's File No. 200202280020, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

First Amendment recorded February 18, 2005, under Auditor's File No. 200502180024.
17. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as conveyed by instrument recorded on April 25, 2002, under Kittitas County Auditor's File No. 200204250031.
In favor of : John A. Johnson and Barbara S. Johnson, husband and wife
For : Ingress, egress and utilities
Affects : A strip of land sixty (60) feet in width as delineated on that certain survey recorded January 24, 202 in Book 27 of Surveys, Pages 69 and 70, under Auditor's File No. 200201240010
18. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as conveyed by instrument recorded on July 3, 2002, under Kittitas County Auditor's File No. 2002007030034
In favor of : Eric Hohmann and Vicki Hohmann, husband and wife
For : Ingress, egress and utilities
Affects : A strip of land sixty (60) feet in width as delineated on that certain survey recorded January 24, 202 in Book 27 of Surveys, Pages 69 and 70, under Auditor's File No. 200201240010
19. Matters disclosed on the Plat of SP-2003-08 BROOKSIDE TRAILS EAST LARGE LOT SUBDIVISION recorded in Book 8 of Plats, Pages 227 and 228, as follows:
 - a) Note: Each lot to be served by on site septic systems;
 - b) Note: No known critical areas exist on site;
 - c) Note: Entire access to all lots much be constructed to the uniform fire code as adopted Kittitas County prior to the issuance of any building permit;
 - d) Note: The cumulative effect of water withdrawals for this development shall not exceed 5,000 gallons per day;
 - e) 60' easement for ingress, egress and utilities;
 - f) Dedication contained thereon which states the owners in fee simple "...in lieu of dedication of roads hereby grants forever unto all lessees of lots in this plat and all future plats in _____ an undivided interest in all roads shown as private roads."

(SCHEDULE B continued)

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20. Covenants, Conditions and Restrictions, recorded February 18, 2005, under Kittitas County Auditor's File No. 200502180052, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
21. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on March 3, 2005, under Kittitas County Auditor's File No. 200503030057.
- For : 60.00 foot easement for ingress, egress and utilities
Affects : SP-2003-08 Brookside Trails East Large Lot Subdivision, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 8 of Plats, pages 227 and 228, records of said County.

Said easement further provides as set forth below:

Reserving unto grantor its successors and assigns, a permanent non-exclusive easement and right-of-ways sixty (60') feet in width for ingress, egress and utilities, reconstruction, use and maintenance, over, upon, along and across existing roads as shown on SP-2003-08 Brookside Trails East Large Lot Subdivision, and on SP-2004-19 Sky Ridge Short Plat, recorded January 26, 2005, in Book 6 of Surveys, pages 240 and 241, under Auditor's File No. 200501260008 and, records of Kittitas County, Washington. The purpose of the reserved easements is to provide Seller with the right to provide legal access over the Roadways to other property owned or hereafter acquired by Seller (including any future subdivision thereof) and other property in the vicinity of the Property that Seller concludes in its discretion should be provided access and utilities via the Roadways (hereinafter the "Benefited Property"). Seller shall be entitled to assign non-exclusive easement rights to third parties that own or acquire portions of the Benefited Property. As part of the reservation, Seller, its successors and assigns, shall retain a permanent right to dedicate the Roadways or portions thereof to Kittitas County or other applicable governmental entity for creation of a public road or right-of-way for public use. Seller expressly reserves the right to modify the location of the Roadways to meet grade, side slope, approach angles, cuts and fills, and radius requirements of county or municipal road standards. Any such revisions shall not cross the primary building site of the Property. When Buyer's property is subject to reserved easement rights, Buyer agrees that he will not install any gates on the Roadways without the prior written consent of all beneficiaries of said easement.

22. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on April 22, 2005, under Kittitas County Auditor's File No. 200504220003.
- In favor of : Peterson Investment Properties, LLC
For : Permanent non-exclusive easement for ingress, egress, and utilities, in the Northwest Quarter of the Northwest Quarter of Section 25, Township 20 North, Range 15 East, W.M.
23. DEED OF TRUST, Assignment of Rents, Security Agreement and Fixture Financing Statement and the terms and conditions thereof:
- Grantor : Cooper Pass, LLC, a Washington Limited Liability Company
Trustee : AmeriTitle, Inc., an Oregon corporation
Beneficiary : NorthMarq Capital, Inc., a Minnesota corporation
Amount : \$11,500,000.00
Dated : December 23, 2005
Recorded : December 28, 2005
Auditor's File No. : 200512280096
Affects : Said premises and other land

(SCHEDULE B continued)

File No. 0104870

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(SPECIAL EXCEPTIONS NO. 23 CONTINUED)

Assignment of said Deed of Trust;

Assignee : American Strategic Income Portfolio Inc.-II, a Minnesota corporation
Dated : December 28, 2005
Recorded : May 19, 2006
Auditor's File No. : 200605190011

24. DEED OF TRUST, and the terms and conditions thereof:

Grantor : Cooper Pass, L.L.C., a Washington limited liability company
Trustee : AmeriTitle, Inc., an Oregon corporation
Beneficiary : GDW Capital Partners, LLC, a Washington limited liability company
Amount : \$3,200,000.00
Dated : December 23, 2005
Recorded : December 28, 2005
Auditor's File No. : 200512280108
Affects : Said premises and other land

25. Intercreditor Agreement, and the terms and conditions thereof, executed by and between the parties herein named;

Between : NorthMarq Capital, Inc., a Minnesota corporation, GDW Capital Partners, LLC, a Washington limited liability company, Storm King, LLC, a Washington limited liability company ("Northrop LLC"), and Marik, LLC, a Washington limited liability company ("Lansverk LLC")
Dated : December 28, 2005
Recorded : May 19, 2006
Auditor's File No. : 200605190010

END OF EXCEPTIONS

Notes:

1. General taxes and assessments for the year 2007 have been paid.
Amount : \$27.06
Tax Parcel No. : 20-15-25058-0004 (19157)
2. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

END OF GUARANTEE

MW/qeb

Ponderosa Pines Lot 1.ptc

Lot Closures - PLAT OF PONDEROSA PINES

Lot 1

Bearing	Distance	Northing/Lat	Easting/Dep	
		9992.805	10736.105	Start (POB)
N 89°26'24" W	736.14	7.195	-736.104	
		10000.000	10000.001	
S 00°25'06" W	268.15	-268.143	-1.958	
		9731.857	9998.043	
S 89°26'24" E	888.31	-8.682	888.267	
		9723.175	10886.310	
N 29°07'16" W	308.65	269.635	-150.206	
		9992.810	10736.104	
Closure in Lat/Dep:		-0.005	0.001	
Starting Point:		9992.805	10736.105	

Distance Error: S 11°18'36" E 0.005
 Total Distance: 2201.25
 Accuracy Ratio: 1:431,700
 Area: 217,798 ft² 5.000 Acres

□

Ponderosa Pines Lot 2.ptc

Lot Closures - Plat of Ponderosa Pines

Lot 2

Bearing	Distance	Northing/Lat	Easting/Dep	
		9731.857	9998.042	Start (POB)
S 00°25'06" W	175.00	-174.995	-1.278	
		9556.862	9996.764	
S 56°49'01" E	707.98	-387.489	592.527	
		9169.373	10589.291	
N 00°25'06" E	556.68	556.665	4.065	
		9726.038	10593.356	
N 89°26'24" W	595.34	5.819	-595.312	
		9731.857	9998.044	
Closure in Lat/Dep:		0.000	-0.002	
Starting Point:		9731.857	9998.042	

Distance Error: S 89°59'59" W 0.002
 Total Distance: 2035.00
 Accuracy Ratio: 1:1,017,501
 Area: 217,799 ft² 5.000 Acres

□

Ponderosa Pines Lot 3.ptc

Lot Closures - Plat of Ponderosa Pines

Lot 3

Bearing	Distance	Northing/Lat	Easting/Dep	
		8968.711	10324.618	Start (POB)
N 64°38'46" E	292.27	125.153	264.119	
		9093.864	10588.737	
N 00°25'06" E	75.51	75.508	0.551	
		9169.372	10589.288	
N 56°49'01" W	707.98	387.488	-592.527	
		9556.860	9996.761	
S 00°25'06" W	584.92	-584.904	-4.271	
		8971.956	9992.490	
S 89°26'24" E	332.14	-3.247	332.124	
		8968.709	10324.614	
Closure in Lat/Dep:		0.002	0.004	
Starting Point:		8968.711	10324.618	

Distance Error: N 63°26'06" E 0.004
 Total Distance: 1992.82
 Accuracy Ratio: 1:445,609
 Area: 217,802 ft² 5.000 Acres

□

Ponderosa Pines Lot 4.ptc

Lot Closures - Plat of Ponderosa Pines

Lot 4

Bearing	Distance	Northing/Lat	Easting/Dep	
		9336.847	11101.524	Start (POB)
N 29°07'16" W	442.23	386.329	-215.215	
		9723.176	10886.309	
N 89°26'24" W	292.97	2.864	-292.956	
		9726.040	10593.353	
S 00°25'06" W	556.68	-556.666	-4.064	
		9169.374	10589.289	
S 00°25'06" W	75.51	-75.508	-0.552	
		9093.866	10588.737	
N 64°38'46" E	567.44	242.983	512.785	
		9336.849	11101.522	
Closure in Lat/Dep:		-0.002	0.002	
Starting Point:		9336.847	11101.524	

Distance Error: S 45°00'01" E 0.003
 Total Distance: 1934.83
 Accuracy Ratio: 1:684,064
 Area: 217,803 ft2 5.000 Acres

□

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Ponderosa Pines Lot 5.ptc

Lot Closures - Plat of Ponderosa Pines

Lot 5

Bearing	Distance	Northing/Lat	Easting/Dep	
		9225.537	11068.179	Start (POB)
S 14°07'48" W	252.51	-244.822	-61.631	
		8980.715	11006.548	
S 11°30'57" W	30.76	-30.140	-6.141	
		8950.575	11000.407	
S 64°38'46" W	571.39	-244.674	-516.354	
		8705.901	10484.053	
N 31°14'36" W	307.39	262.810	-159.435	
		8968.711	10324.618	
N 64°38'46" E	292.27	125.152	264.118	
		9093.863	10588.736	
N 64°38'46" E	567.44	242.982	512.785	
		9336.845	11101.521	
S 16°40'35" W	116.14	-111.312	-33.346	
		9225.533	11068.175	
Closure in Lat/Dep:		0.004	0.004	
Starting Point:		9225.537	11068.179	

Distance Error: N 45°00'00" E 0.006
 Total Distance: 2137.91
 Accuracy Ratio: 1:377,933
 Area: 217,803 ft² 5.000 Acres

Ponderosa Pines Lot 6.ptc

Lot Closures - Plat of Ponderosa Pines

Lot 6

Bearing	Distance	Northing/Lat	Easting/Dep	
		8705.901	10484.053	Start (POB)
S 31°14'36" E	502.95	-430.008	260.867	
East	308.64	8275.893	10744.920	
		0.000	308.640	
N 18°26'01" W	346.00	8275.893	11053.560	
		328.266	-109.413	
N 07°31'09" E	201.33	8604.159	10944.147	
		199.589	26.344	
N 11°30'57" E	149.85	8803.748	10970.491	
		146.833	29.916	
S 64°38'46" W	571.39	8950.581	11000.407	
		-244.674	-516.354	
Closure in Lat/Dep:		8705.907	10484.053	
		-0.006	0.000	
Starting Point:		8705.901	10484.053	

Distance Error: South 0.006
 Total Distance: 2080.16
 Accuracy Ratio: 1:346,694
 Area: 217,812 ft² 5.000 Acres

Ponderosa Pines Lot 7.ptc

Lot Closures - Plat of Ponderosa Pines

Lot 7

Bearing	Distance	Northing/Lat	Easting/Dep	
		8547.209	11731.384	Start (POB)
N 71°22'07" W	802.97	256.531	-760.889	
		8803.740	10970.495	
S 07°31'09" W	201.32	-199.589	-26.344	
		8604.151	10944.151	
S 18°26'01" E	346.02	-328.266	109.413	
		8275.885	11053.564	
East	91.36	0.000	91.360	
		8275.885	11144.924	
N 65°10'24" E	646.18	271.315	586.461	
		8547.200	11731.385	
Closure in Lat/Dep:		0.009	-0.001	
Starting Point:		8547.209	11731.384	

Distance Error: N 06°20'24" W 0.009
 Total Distance: 2087.85
 Accuracy Ratio: 1:230,565
 Area: 217,799 ft² 5.000 Acres

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Ponderosa Pines Lot 8.ptc

Lot Closures - Plat of Ponderosa Pines

Lot 8

Bearing	Distance	Northing/Lat	Easting/Dep	
		8547.209	11731.384	Start (POB)
N 65°10'24" E	330.75	138.873	300.183	
		8686.082	12031.567	
N 42°32'50" W	242.53	178.677	-163.998	
		8864.759	11867.569	
** Horizontal Curve:				
N 25°12'24" W	28.5889	25.867	-12.176	Chord pc-pt
		8890.626	11855.393	pt
		8864.759	11867.569	pc
N 47°27'10" E	47.96	32.430	35.333	Radial In pc-rp
		8897.189	11902.902	rp
Delta:	34°40'51"			
Radius:	47.9600			
Length:	29.0300			
Tangent:	14.9750			
S 82°08'01" W	47.96	-6.563	-47.509	Radial Out rp-pt
		8890.626	11855.393	pt
N 07°52'15" W	95.38	94.481	-13.061	
		8985.107	11842.332	
** Horizontal Curve:				
N 21°58'27" W	141.5009	131.221	-52.949	Chord pc-pt
		9116.328	11789.383	pt
		8985.107	11842.332	pc
S 82°07'45" W	290.35	-39.761	-287.615	Radial In pc-rp
		8945.346	11554.717	rp
Delta:	28°12'25"			
Radius:	290.3500			
Length:	142.9400			
Tangent:	72.9493			
N 53°55'20" E	290.35	170.982	234.666	Radial Out rp-pt
		9116.328	11789.383	pt
N 36°04'40" W	13.87	11.210	-8.167	
		9127.538	11781.216	
N 36°04'40" W	86.32	69.766	-50.833	
		9197.304	11730.383	
N 42°43'16" W	108.82	79.946	-73.827	
		9277.250	11656.556	
S 20°45'23" W	668.34	-624.962	-236.856	
		8652.288	11419.700	
S 71°22'07" E	328.92	-105.083	311.682	
		8547.205	11731.382	
Closure in Lat/Dep:		0.004	0.002	
Starting Point:		8547.209	11731.384	

Distance Error: N 26°33'54" E 0.004
 Total Distance: 2046.90
 Accuracy Ratio: 1:457,700
 Area: 222,593 ft2 5.110 Acres

Ponderosa Pines Lot 9.ptc

Lot Closures - Plat of Ponderosa Pines

Lot 9

Bearing	Distance	Northing/Lat	Easting/Dep	
		9277.250	11656.556	Start (POB)
S 20°45'23" W	668.34	-624.962	-236.856	
		8652.288	11419.700	
N 71°22'07" W	474.05	151.449	-449.207	
		8803.737	10970.493	
N 11°30'57" E	149.85	146.833	29.916	
		8950.570	11000.409	
N 11°30'57" E	30.76	30.141	6.141	
		8980.711	11006.550	
N 63°30'57" E	645.47	287.847	577.733	
		9268.558	11584.283	
** Horizontal Curve:				
N 83°08'50" E	72.7949	8.686	72.275	Chord pc-pt
		9277.244	11656.558	pt
		9268.558	11584.283	pc
N 28°16'43" E	63.25	55.702	29.965	Radial In pc-rp
		9324.260	11614.248	rp
Delta:	70°15'46"			
Radius:	63.2500			
Length:	77.5646			
Tangent:	44.5047			
S 41°59'03" E	63.25	-47.016	42.310	Radial Out rp-pt
		9277.244	11656.558	pt

Closure in Lat/Dep:		0.006	-0.002	

Starting Point:		9277.250	11656.556	

Distance Error:	N 18°26'05" W	0.006		
Total Distance:	2046.04			
Accuracy Ratio:	1:323,507			
Area:	217,799 ft2	5.000 Acres		

□

Ponderosa Pines Lot 10.ptc

Lot Closures - Plat of Ponderosa Pines

Lot 10

Bearing	Distance	Northing/Lat	Easting/Dep	
N 40°41'58" W	108.93	9283.012 82.584 9365.596	11566.318 -71.032 11495.286	Start (POB)
** Horizontal Curve:				
N 24°29'18" W	140.5076	127.868 9493.464 9365.596	-58.242 11437.044 11495.286	Chord pc-pt pt pc
N 49°18'00" E	251.64	164.094 9529.690	190.777 11686.063	Radial In pc-rp rp
Delta:	32°25'23"			
Radius:	251.6400			
Length:	142.4000			
Tangent:	73.1629			
S 81°43'23" W	251.64	-36.226 9493.464	-249.019 11437.044	Radial Out rp-pt pt
N 08°16'37" W	99.28	98.246 9591.710	-14.292 11422.752	
N 19°42'21" W	64.87	61.071 9652.781	-21.874 11400.878	
N 29°20'18" W	94.22	82.135 9734.916	-46.164 11354.714	
** Horizontal Curve:				
N 82°39'46" W	109.2814	13.957 9748.873 9734.916	-108.387 11246.327 11354.714	Chord pc-pt pt pc
S 60°39'34" W	68.13	-33.383 9701.533	-59.391 11295.323	Radial In pc-rp rp
Delta:	106°38'40"			
Radius:	68.1300			
Length:	126.8100			
Tangent:	91.4772			
N 45°59'06" W	68.13	47.340 9748.873	-48.996 11246.327	Radial Out rp-pt pt
S 44°00'54" W	79.55	-57.209 9691.664	-55.275 11191.052	
** Horizontal Curve:				
S 21°48'41" W	83.7271	-77.734 9613.930 9691.664	-31.109 11159.943 11191.052	Chord pc-pt pt pc
S 45°59'07" E	110.78	-76.975 9614.689	79.669 11270.721	Radial In pc-rp rp
Delta:	44°24'25"			
Radius:	110.7800			
Length:	85.8600			
Tangent:	45.2165			
S 89°36'28" W	110.78	-0.759 9613.930	-110.778 11159.943	Radial Out rp-pt pt
S 00°23'32" E	45.79	-45.789	0.314	

Ponderosa Pines Lot 10.ptc

S 08°32'08" W	71.40	9568.141	11160.257
		-70.609	-10.598
S 16°40'35" W	167.74	9497.532	11149.659
		-160.685	-48.135
S 16°40'35" W	116.20	9336.847	11101.524
		-111.313	-33.346
S 14°07'48" W	252.46	9225.534	11068.178
		-244.821	-61.631
N 63°30'57" E	645.47	8980.713	11006.547
		287.847	577.733
		9268.560	11584.280

** Horizontal Curve:

N 51°13'13" W	23.0548	14.440	-17.973 Chord pc-pt
		9283.000	11566.307 pt
		9268.560	11584.280 pc
N 28°16'43" E	63.25	55.702	29.965 Radial In pc-rp
		9324.262	11614.245 rp

Delta: 21°00'07"
 Radius: 63.2500
 Length: 23.1844
 Tangent: 11.7237

S 49°16'50" W	63.25	-41.262	-47.938 Radial out rp-pt
		9283.000	11566.307 pt

 Closure in Lat/Dep: 0.012 0.011

Starting Point: 9283.012 11566.318

Distance Error: N 42°30'38" E 0.016
 Total Distance: 2124.16
 Accuracy Ratio: 1:130,486
 Area: 217,803 ft2 5.000 Acres

□

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Ponderosa Pines Lot 11.ptc

Lot Closures - Plat of Ponderosa Pines

Lot 11

Bearing	Distance	Northing/Lat	Easting/Dep	
N 40°41'58" W	108.93	9283.012 82.584 9365.596	11566.318 -71.032 11495.286	Start (POB)
** Horizontal Curve:				
N 24°29'18" W	140.5076	127.868 9493.464 9365.596	-58.242 11437.044 11495.286	Chord pc-pt pt pc
N 49°18'00" E	251.64	164.094 9529.690	190.777 11686.063	Radial In pc-rp rp
Delta: 32°25'23"				
Radius: 251.6400				
Length: 142.4000				
Tangent: 73.1629				
S 81°43'23" W	251.64	-36.226 9493.464	-249.019 11437.044	Radial Out rp-pt pt
N 08°16'37" W	99.28	98.246 9591.710	-14.292 11422.752	
N 19°42'21" W	64.87	61.071 9652.781	-21.874 11400.878	
N 03°40'12" E	334.19	333.505 9986.286	21.392 11422.270	
S 89°33'33" E	394.80	-3.038 9983.248	394.788 11817.058	
S 11°20'04" W	9.82	-9.628 9973.620	-1.930 11815.128	
S 12°43'26" E	44.61	-43.515 9930.105	9.826 11824.954	
S 22°12'15" W	39.32	-36.404 9893.701	-14.860 11810.094	
S 13°06'53" W	88.97	-86.650 9807.051	-20.187 11789.907	
S 19°23'32" W	118.45	-111.730 9695.321	-39.330 11750.577	
S 10°57'55" W	390.21	-383.085 9312.236	-74.223 11676.354	
** Horizontal Curve:				
S 75°07'17" W	113.8717	-29.240 9282.996 9312.236	-110.054 11566.300 11676.354	Chord pc-pt pt pc
N 79°02'17" W	63.26	12.029 9324.265	-62.106 11614.248	Radial In pc-rp rp
Delta: 128°19'07"				
Radius: 63.2614				
Length: 141.6790				
Tangent: 130.6253				
S 49°16'50" W	63.26	-41.269 9282.996	-47.948 11566.300	Radial Out rp-pt pt
Closure in Lat/Dep:		0.016	0.018	
Starting Point:		9283.012	11566.318	

Ponderosa Pines Lot 11.ptc
Distance Error: N 48°21'59" E 0.024
Total Distance: 1977.53
Accuracy Ratio: 1:82,112
Area: 217,802 ft² 5.000 Acres

□

Ponderosa Pines Lot 12.ptc

Lot Closures - Plat of Ponderosa Pines

Lot 12

Bearing	Distance	Northing/Lat	Easting/Dep	
		9986.978	11332.332	Start (POB)
N 89°26'24" W	596.26	5.827	-596.231	
		9992.805	10736.101	
S 29°07'16" E	308.65	-269.634	150.207	
		9723.171	10886.308	
S 29°07'16" E	442.23	-386.329	215.214	
		9336.842	11101.522	
N 16°40'35" E	167.74	160.685	48.136	
		9497.527	11149.658	
N 08°32'08" E	71.40	70.609	10.597	
		9568.136	11160.255	
N 00°23'32" W	45.79	45.789	-0.313	
		9613.925	11159.942	
** Horizontal Curve:				
N 21°48'41" E	83.7271	77.733	31.109	Chord pc-pt
		9691.658	11191.051	pt
		9613.925	11159.942	pc
N 89°36'28" E	110.78	0.758	110.777	Radial In pc-rp
		9614.683	11270.719	rp
Delta:	44°24'25"			
Radius:	110.7800			
Length:	85.8600			
Tangent:	45.2165			
N 45°59'07" W	110.78	76.975	-79.668	Radial Out rp-pt
		9691.658	11191.051	pt

N 44°00'54" E	79.55	57.209	55.275	
		9748.867	11246.326	
** Horizontal Curve:				
S 82°39'46" E	109.2814	-13.956	108.386	Chord pc-pt
		9734.911	11354.712	pt
		9748.867	11246.326	pc
S 45°59'06" E	68.13	-47.340	48.996	Radial In pc-rp
		9701.527	11295.322	rp
Delta:	106°38'40"			
Radius:	68.1300			
Length:	126.8100			
Tangent:	91.4772			
N 60°39'34" E	68.13	33.384	59.390	Radial Out rp-pt
		9734.911	11354.712	pt

S 29°20'18" E	94.22	-82.135	46.165	
		9652.776	11400.877	
N 03°40'12" E	334.19	333.504	21.391	
		9986.280	11422.268	
N 89°33'33" W	89.94	0.692	-89.937	
		9986.972	11332.331	
Closure in Lat/Dep:		0.006	0.001	

Starting Point:		9986.978	11332.332	

Distance Error: N 09°27'45" E 0.006
Page 1

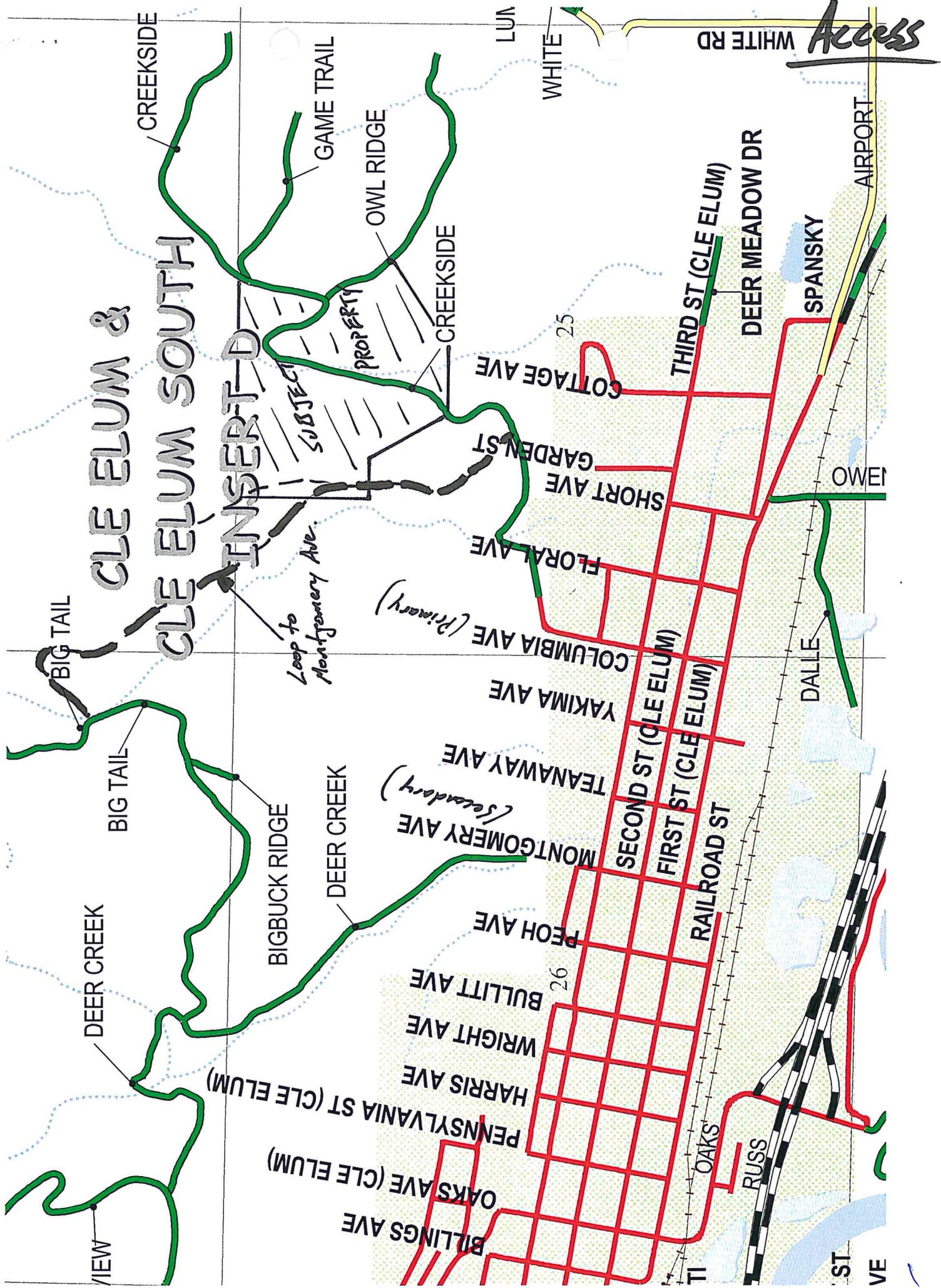
Ponderosa Pines Lot 12.ptc

Total Distance: 2442.63

Accuracy Ratio: 1:401,566

Area: 217,800 ft² 5.000 Acres

□





When recorded return to:

Cle Elum's Sapphire Skies, L.L.C.
315 39th Avenue S.W. Suite 8
Puyallup, WA 98373

REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY K. Bostick
DATE 5-16-03

EASEMENT FOR INGRESS, EGRESS AND UTILITIES

AMT 92443-049
20-

This Easement Agreement ("Agreement") is dated the 1 day of April 2003, between David G. Berry a single man hereinafter called "Grantor, and Cle Elum's Sapphire Skies, L.L.C. a Washington Limited Liability Company, herein called grantee.

Whereas the Grantor wishes to grant easement rights to the Grantee's their devisees, heirs, successor and assigns as follows:

A Sixty Foot (60') Easement (with such additional width that may be necessary for needed cuts and fills) for ingress, egress, utilities, road construction and repair as depicted on the attached "Exhibit A".

The Grantor's herein reserve unto themselves their devisees, heirs, successor and assigns a reciprocal Sixty Foot (60') Easement (also as described in "Exhibit A"), with such additional width that may be necessary for needed cuts and fills, for ingress, egress, utilities road construction and repair.

GRANTOR:

David G. Berry

By David G. Berry

3-25-03

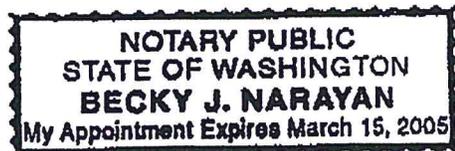
Date

STATE OF WASHINGTON)ss.
COUNTY OF PERCE)

On this day, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David G. Berry, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as her/his free and voluntary act and deed, for the uses and purposes therein mentioned

WITNESS my hand and official seal hereto affixed the day and year first above written.

Becky J. Narayan
NOTARY PUBLIC in and for the State of Washington,
residing at Puyallup, WA



200305160049
 Page: 2 of 2
 05/16/2003 04:
 ERS 20.00

Kittitas Co Auditor AMERITITLE

EXHIBIT "A"

*Dem
3/25/03*

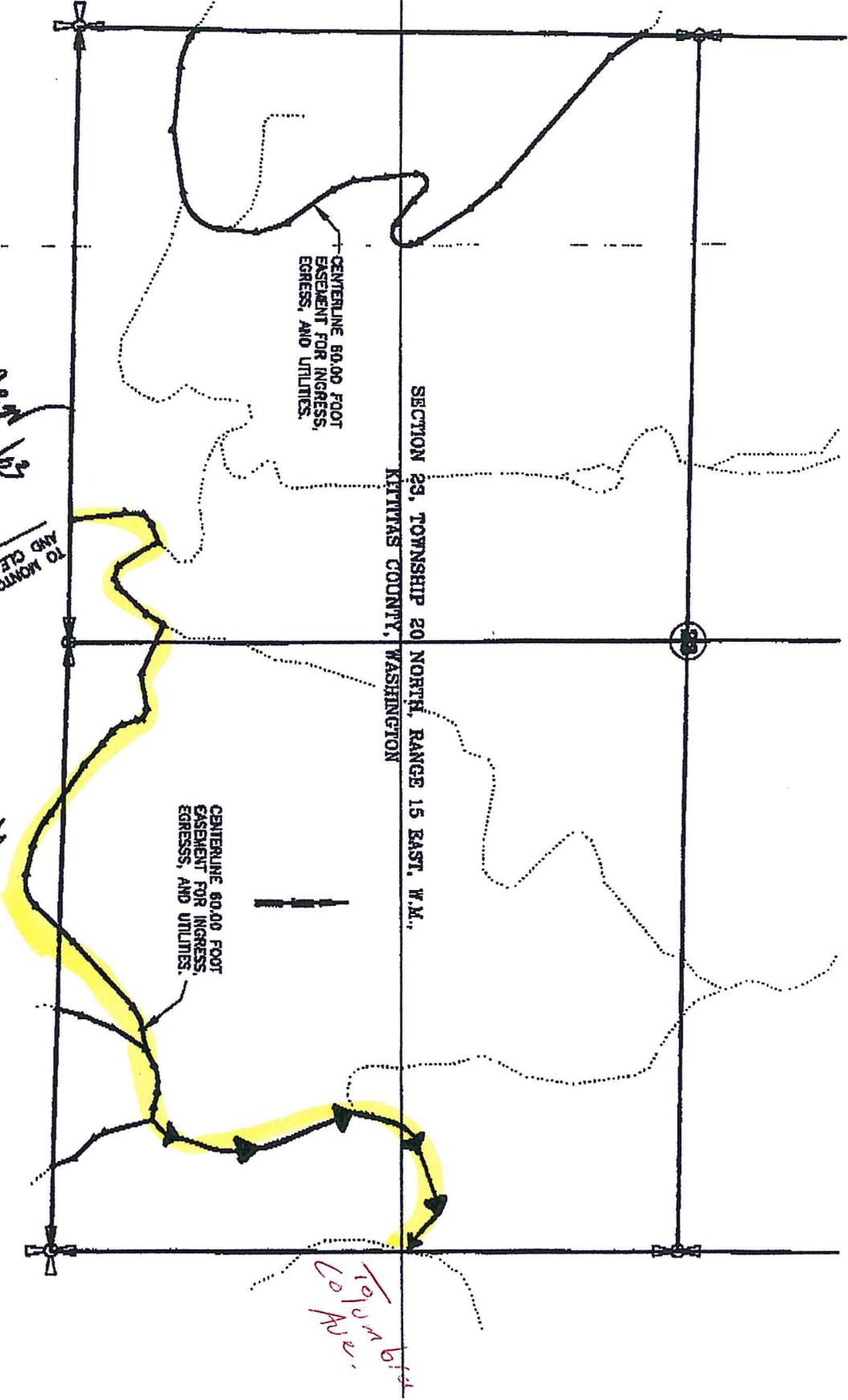
TO MONTGOMERY ST.
AND CE BLVD

*DRB
3/25/03*

CENTERLINE 80.00 FOOT
EASEMENT FOR INGRESS,
EGRESS, AND UTILITIES.

CENTERLINE 80.00 FOOT
EASEMENT FOR INGRESS,
EGRESS, AND UTILITIES.

SECTION 25, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M.,
KITKITAS COUNTY, WASHINGTON



*1900
Co
6/15*

TREASURER'S USE ONLY	RECORDER'S USE ONLY
	AUDITORS NOTE Portions of this document poor quality for imaging
	
	200402230049 Page: 1 of 12 02/23/2004 02:20P Kittitas Co Auditor CLE ELUM'S SAPP SKIES AGR 30.00

Return To: Cle Elum's Sapphire Skies
315 39th Ave SW #8
Puyallup, WA 98937

Kittitas County Auditor/Recorder's Indexing Form

Please Print Or Type All Information

A. Document Titles (or transactions contained therein):

1 Road Maintenance Agreement
 2 _____

B. Grantor (last name, first name, middle initial):

1 Cle Elum's Sapphire Skies 3. David Berry
 2 MVO, LLC 4. Michael & Christi Reimer

Additional grantors on page ___ of document.

C. Grantee (last name, first name, middle initial):

1 Cle Elum's Sapphire Skies 3. David Berry
 2 MVO, LLC 4. Michael & Christi Reimer

Additional grantees on page ___ of document.

D. Legal description (lot, block, plat or section, township, range):

200302030013B.28, p. 177-178

Additional legal description on page ___ of document.

E. Assessor's property tax parcel/account number(s):

F. Reference numbers of documents assigned or released:

Additional references 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 of or the completeness of the indexing information provided herein.

ORIGINAL

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT ("Agreement") is made as of this 7 day of November, 2003, by and among, MVO LLC a Washington Limited Liability company ("MVO"), and Cle Elum Homestead, LLC, a Washington Limited Liability Company and David G. Berry collectively [THE DAVE BERRY ENTITITES], Cle Elum's Sapphire Skies, LLC a Washington Limited Liability Company and Michael Reimer and Christi M. Reimer, husband and wife

DEPUTY [Signature]
DATE 02-23-04 RECITALS

A. The parties desire to set forth a method for the maintenance of certain roads used by the owners of certain property located in Kittitas County, Washington, which are described on attached Exhibit A (the "Properties").

B. The Properties are also depicted on the map attached as Exhibit B and are separately referred to as the "MVO Lots," the "Berry Lots," "CESS Lot" and "Reimer Lot." Each lot comprising the Properties and each additional lot created from a segregation, short plat or subdivision of the existing lots (the "Lots" or separately a "Lot") will be assigned certain maintenance shares for certain roads pursuant to this Agreement. Lots created from MVO Lots shall also be MVO Lots; Lots created from Berry Lots shall also be Berry Lots; Lots created from CESS Lot shall also be CESS Lots; Lots created from Reimer Lot shall also be Reimer Lots, for the purposes of this Agreement and the allocation of costs.

C. The road is depicted on the map attached hereto as Exhibit B and shall be referred to, respectively, as the "Outlet Road," the "Border Cross Road" and the "Upper Road," and collectively as the "Roads."

D. The parties are willing to maintain the Outlet Road, the Border Cross Road and the Upper Road on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and commitments set forth herein, the parties agree as follows:

- 1. Easements. This Agreement shall not govern the easements held by the parties and their successors over the Roads; provided, however, that no party or successor shall be obligated for maintenance over a road on which such party or successor has no easement rights. Furthermore, this Agreement shall not govern or restrict the ability of any Lot owner in granting road easements over such owner's property subject to this Agreement.
- 2. Maintenance. The cost of road maintenance, snowplowing and resurfacing shall be allocated as follows:

Outlet Road One equal maintenance share for each MVO Lot, each Berry Lot, each CESS Lot, each Reimer Lot.

Border Cross Road One equal maintenance share for each MVO Lot and each Berry Lot and Reimer Lot.

Upper Road One equal maintenance share for each of the MVO Lot and Reimer Lot, served by the Upper Road in Section 22

The parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The installation of MVO as maintainer, 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 snowplowing; and

(b) The Roads shall be snowplowed, at a minimum, 16 feet wide. Upon 6 inches of snowfall, the Roads shall be snowplowed. The Roads shall be snowplowed a maximum of one time per day. It is the intent of these standards to maintain the Roads passable by four wheel drive vehicles. It shall be the responsibility of Lot owners to plow their own driveways; and

(c) A method of payment by which each party using said road or a portion thereof shall pay its share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For the purposes of this easement, 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.

3. Maintenance Fund and Assessment. Creation of the Lien and Personal Obligation of Assessments: The Owner of each lot that is subject to this agreement, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to a Road Maintenance fund the following Assessments, which shall be established and collected by the maintainer herein, as needed and in a manner prescribed by the following:

Regular Assessments;

Extraordinary Assessments; and

(a) All Assessments, together with interest, costs, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made. However, such lien shall be subordinate to the lien of any first mortgage or construction loan. Such liens may be enforced or foreclosed according to law, with attorney's fees and costs to be charged

2 - ROAD MAINTENANCE AGREEMENT

against the party being foreclosed. Each such assessment together with interest, costs and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Owner of a Lot may exempt himself or herself from liability for his or her contribution toward the Common Expenses by waiver of the use or enjoyment of the Easements or by the abandonment of his or her Lot.

(b) Purpose of Assessments: The Assessments levied by the Maintainer shall be used exclusively for the maintenance and repair of the Easements. The Maintainer may elect to have Regular Assessments designed to establish an adequate reserve fund for maintenance and repair of the Easements.

(c) Optional Regular Assessments: If the Maintainer so elects, it may establish Regular Assessments, initially in the amount of \$30 per month. If it chooses to do so, the Maintainer shall determine and fix the amount of the maximum annual Regular Assessment against each Lot at least sixty (60) days in advance of the start of each fiscal year; provided, however, that the maximum annual Regular Assessment may not be increased by more than ten percent (10%) above the maximum Regular Assessment for the immediately preceding fiscal year, without the vote or written consent of two-thirds (2/3) of the Lot Owners.

(d) Extraordinary Assessments: In addition to the Regular Assessments authorized above, the Maintainer may levy, in any fiscal year, an Extraordinary Assessment applicable to that year only for the purpose of covering the actual cost of any construction, reconstruction, repair or replacement of any Easements, or to defray any unanticipated or underestimated expense not covered by the Regular Assessment.

(e) Date of Commencement of Assessments; Due Dates: The Regular Assessments provided for herein shall commence as to all Lots in the Property on the first day of the month following the execution of this agreement. Due dates of Assessments shall be the first day of every calendar month. No notice of such Assessment shall be required other than an annual notice setting forth the amount of the monthly Assessment.

4. 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.

5. Constructions and Improvement. Unless a majority of the Lot owners responsible for maintaining a particular Road (under Section 2 above) approve in advance any road improvements (other than the routine maintenance provided for in Section 2 above), the costs of said improvements shall be solely for the account of the improver. When a majority of responsible Lot owners approve said improvements, however, the cost of said improvements shall be shared by all responsible Lot owners in accordance with Section 2, above, and said costs shall constitute a lien on the property of each responsible Lot owner until paid. All work performed or caused to be performed to install or maintain utilities shall be completed in a careful and workmanlike manner to MVO and Berry's reasonable satisfaction, free and clear of

3 - ROAD MAINTENANCE AGREEMENT

all claims or liens and in accordance with applicable law. All areas disturbed by the improver in installing or maintaining utilities shall be promptly restored to their prior condition.

6. Default; Remedies. In the event of a breach of this Agreement by any party, the damages suffered by the other parties are difficult if not impossible to ascertain, and therefore the non-breaching parties shall have the right to obtain specific performance of the obligations of the breaching party in addition to damages for all loss and expense (including, without limitation, attorneys' fees and costs) arising from such breach.

7. Notices. All notices or other communications shall be in writing and shall be sent by personal delivery, telephone facsimile transmission, first-class mail, postage prepaid, or express courier or delivery service, addressed as follows:

If to:

MVO, LLC
6622 112th St. East
Puyallup, WA 98373

If to:

David G. Berry
P.O. Box 654
Port Orchard, WA 98366

If to:

Cle Elum's Sapphire Skies, LLC
315 39th Avenue SW, Suite 8
Puyallup, WA 98373

If to:

Michael and Christi Reimer
4226 Crystal Lane Loop, SE
Puyallup, WA 98372

8. Home Owner's Association. The Owners may form a Home Owner's Association ("HOA") to enforce this Road Maintenance Agreement by written approval of fifty percent plus 1 of the Members. Provided, however, that so long as MVO owns any Lots in the Property, no HOA shall be formed without MVO express written consent. Any such HOA shall replace Maintainer and shall have the enforcement rights set for in Paragraph 9 below, as well as the powers and responsibilities set forth in this agreement.

9. Enforcement. Any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Property shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. The Board may enforce any right any provisions contained herein relating to the maintenance and operation of the Easements. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

10. Successors and Assigns. This Agreement shall be a covenant running with the land and shall benefit and burden the Property. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. MVO, Berry, CESS or Reimer at its option, may add additional properties to this agreement.

4 - ROAD MAINTENANCE AGREEMENT

MVO, Berry, CESS or Reimer may record a copy of this Agreement, or a memorandum of same in the real property records of Kittitas County, Washington.

11. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

12. Amendments; Waivers. This Agreement may be amended only by a written instrument signed by all parties. No breach of any agreement, warranty or representation shall be deemed waived unless expressly waived in writing and signed by the party who might assert such breach. No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of such right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of remedies provided by law.

13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

14. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, written or oral, between the parties, with respect to its subject matter.

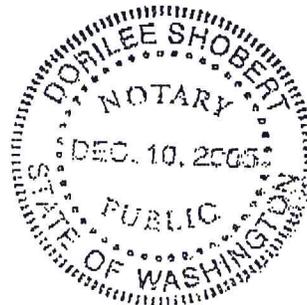
15. Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which together shall constitute the same instrument.

16. Legal Fees. In the event of legal action or proceeding to enforce any of the provisions of this Agreement, costs and reasonable attorneys' fees (including reasonable charges allocated for internal counsel) shall be awarded to the prevailing party.

17. Termination. This Agreement shall terminate in part or in whole, as the case may be, with respect to any portion of the Roads, which become public roads.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the year and date first written above.

Cle Elum Homestead, LLC
By: David G. Berry
Name David G. Berry
Title: Managing Member
David G. Berry
David G. Berry



MVO, LLC

By: Michael V. Olson
Name Michael V. Olson
Title: Managing Member

Cle Elum's Sapphire Skies, LLC

By: James E. Wood
Name James E. Wood
Title: Vice President The Herbrand Company
Managing Member

Michael Reimer
Michael Reimer

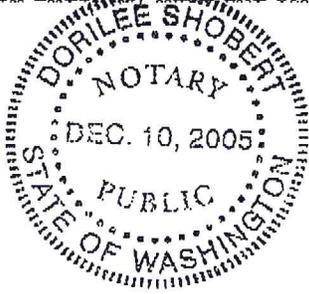
Christi M. Reimer
Christi M. Reimer

6 - ROAD MAINTENANCE AGREEMENT

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, David G. Berry, to me known or proved to me on the basis of satisfactory evidence to be the Managing Member of Cle Elum Homestead, LLC, a Washington Limited Liability Company, and that he executed the foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that David G. Berry is authorized to execute the said instrument.

Given under my hand and official seal this 30th day of November 2003.



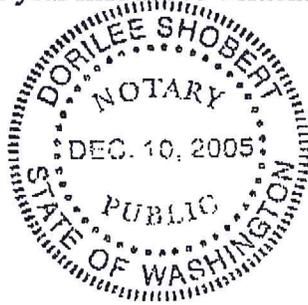
Dorilee Shobert
Print Name: DORILEE SHOBERT
NOTARY PUBLIC in and for the State of
Washington, residing at PORT ORCHARD
My Appointment Expires: 12-10-2005

STATE OF WASHINGTON)ss.
COUNTY OF)

On this day, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David G. Berry, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as her/his free and voluntary act and deed, for the uses and purposes therein mentioned

WITNESS my hand and official seal hereto affixed the day and year first above written.

Dorilee Shobert
Print Name: DORILEE SHOBERT
NOTARY PUBLIC in and for the State of Washington,
Residing at PORT ORCHARD
My Appointment Expires: 12-10-2005



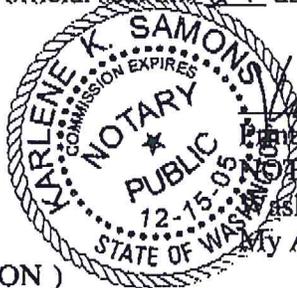
7 - ROAD MAINTENANCE AGREEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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Page: 9 of 12
02/23/2004 02:20P
Kititas Co Auditor CLE ELUM'S SAPP SKIES AGR 30.00

On this day personally appeared before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, Michael V. Olson, to me known or proved to me on the basis of satisfactory evidence to be the Managing Member of MVO, LLC, a Washington Limited Liability Company, and that he executed the foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that Michael V. Olson is authorized to execute the said instrument.

Given under my hand and official seal this 27 day of ~~November 2003~~ January, 2004



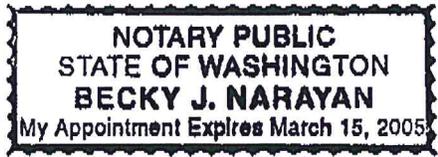
Karlene K Samons
Name: Karlene K Samons
NOTARY PUBLIC in and for the State of
Washington, residing at Tacoma
My Appointment Expires: 12/15/05

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

On this day personally appeared before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, JAMES E. WOOD, to me known or proved to me on the basis of satisfactory evidence to be the Vice President of THE HERBRAND CO., a Washington corporation, to me known or proved to me on the basis of satisfactory evidence to be the Managing Member of Cle Elum's Sapphire Skies, LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that JAMES E. WOOD is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed this 24 day of November, 2003.

Becky J. Narayan
Signature of Notary



Notary public in and for the state of
Washington, residing at Puyallup
My appointment expires 3-15-05

8 - ROAD MAINTENANCE AGREEMENT

STATE OF WASHINGTON)ss.
COUNTY OF)

On this day, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MICHAEL REIMER AND CHRISTI M. REIMER, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as her/his free and voluntary act and deed, for the uses and purposes therein mentioned

WITNESS my hand and official seal hereto affixed the day and year first above written.

Susan K. Coffman
Print Name Susan K. Coffman
NOTARY PUBLIC in and for the State of Washington,
residing at Summer, WA
My Appointment Expires 3/16/04

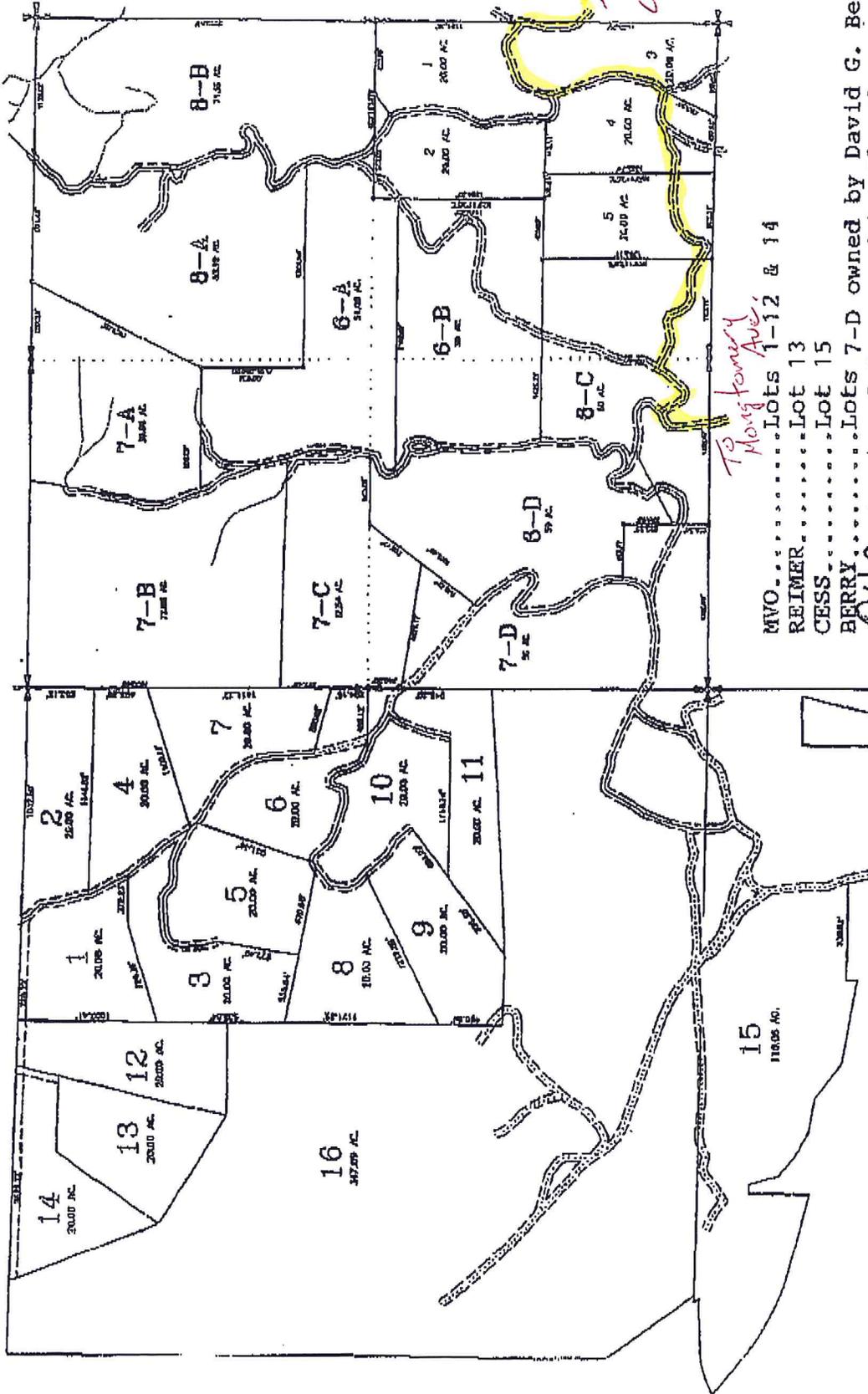


9 - ROAD MAINTENANCE AGREEMENT

EXHIBIT "A"

SEC. 22 AND PART OF SEC. 27
TOWNSHIP 20 NORTH, RANGE 15 EAST, T14

SECTION 23 TOWNSHIP 20 NORTH, RANGE 15 EAST, T14



MVO.....Lots 1-12 & 14
 REIMER.....Lot 13
 CESS.....Lot 15
 BERRY.....Lots 7-D owned by David G. Berry
 OLB 11/24/03 and 6-D owned by Cle Elum
 Homestead LLC.

11/27/04
 AN 11/24/03

AUDITORS NOTE Portions of this document poor quality for imaging

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 Kittitas Co Auditor - CLE ELUM'S SAPP SKIES AGR 30.00

Dave Berry
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 11/20/03
 Cle Elum
 Homes *DB*
 Int. *DB*
 11/20/03
 MVO, LLC
 Int. *DB*
 1/27/04
 CESS
 Int. *JAN*
 11/24/03
 Reimer
 Int.



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Kittitas Co Auditor CLE ELUM'S BAPP SKIES

