



KITTTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926
CDS@CO.KITTTITAS.WA.US
Office (509) 962-7506
Fax (509) 962-7682

"Building Partnerships – Building Communities"

Long Plat application

(To divide lot into 5 or more lots)

KITTTITAS COUNTY ENCOURAGES THE USE OF PRE-APPLICATION MEETINGS. PLEASE CONTACT COMMUNITY DEVELOPMENT SERVICES TO SET UP A PRE-APPLICATION MEETING TO DISCUSS A PROPOSED PROJECT.

PLEASE TYPE OR PRINT CLEARLY IN INK. ATTACH ADDITIONAL SHEETS AS NECESSARY. PURSUANT TO KCC 15A.03.030, A COMPLETE APPLICATION IS DETERMINED WITHIN 28 DAYS OF RECEIPT OF THE APPLICATION SUBMITTAL PACKET AND FEE. THE FOLLOWING ITEMS MUST BE ATTACHED TO THE APPLICATION PACKET:

REQUIRED ATTACHMENTS

- Ten large copies of plat with all preliminary drawing requirements complete (reference KCC Title 16 Subdivision Code for plat drawing requirements) and one small 8.5" x 11" copy
- Address list of all landowners within 500 feet of the subject parcel(s). If adjoining parcels are owned by the applicant, then the 500 foot area shall extend from the farthest parcel. If the parcel is within a subdivision with a Homeowners' or Road Association, then please include the mailing address of the association.
- SEPA Checklist (Only required if your subdivision consists of 9 lots or more.
Please pick up a copy of the Checklist if required)

MAX

OPTIONAL ATTACHMENTS

(Optional at preliminary submittal, but required at the time of final submittal)

- Certificate of Title (Title Report)
- Computer lot closures

FEES:

\$200 plus \$10 per lot for Public Works Department;
\$625 plus \$75 per hour over 12.5 hours for Environmental Health Department;
\$3305 for Community Development Services Department, PLUS \$470 if SEPA Checklist is required
\$195 for Fire Marshal
*One check made payable to KCCDS

FOR STAFF USE ONLY

APPLICATION RECEIVED BY:
(CDS STAFF SIGNATURE)

X Mandy Med

DATE:

3/18/10

RECEIPT #

0007247



NOTES:

1. **Name, mailing address and day phone of land owner(s) of record:**

Landowner(s) signature(s) required on application form.

Name: *LOT 6 1997 ARTZ FAMILY LLP **LOT 7 WILLIAM SHERIFF ETUX

Mailing Address: * 4807 51ST CRT E ** PO BOX 657

City/State/ZIP: * TACOMA WA 98443 ** RAVENSDALE WA 98051

Day Time Phone: _____

Email Address: _____

2. **Name, mailing address and day phone of authorized agent (if different from land owner of record):**

If an authorized agent is indicated, then the authorized agent's signature is required for application submittal.

Agent Name: Brookside Consulting

Mailing Address: PO Box 1036

City/State/ZIP: CLE ELUM WA 98922

Day Time Phone: 509-674-6828

Email Address; _____

3. **Street address of property:**

Address: *630 STORIE LANE & **640 STORIE LANE

City/State/ZIP: CLE ELUM, WA 98922

4. **Legal description of property:**

LOT 6 & LOT 7 OF THE LITTLE CREEK RANCHES PLAT, BOOK 8 OF PLATS, PAGES 11 THROUGH 15. BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.

5. Tax parcel number(s): *906936 & **166936 20-14-28051-0000 d

6. Property size: *3.32 & **3.47 (SURVEY) (acres) 20-14-28051-0007

7. **Narrative project description:** Please include the following information in your description: describe project size, location, water supply, sewage disposal and all qualitative features of the proposal; include every element of the proposal in the description (be specific, attach additional sheets as necessary):

SEE EXHIBIT A, ATTACHED

8. Are Forest Service roads/easements involved with accessing your development? Yes No (Circle)
If yes, explain: None

9. What County maintained road(s) will the development be accessing from? STORIE LANE

10. Application is hereby made for permit(s) to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to enter the above-described location to inspect the proposed and or completed work.

All correspondence and notices will be mailed to the Land Owner of Record and copies sent to the authorized agent.

Signature of Authorized Agent:

(REQUIRED if indicated on application)

X

[Handwritten Signature]

Date:

01/28/10

Signature of Land Owner of Record

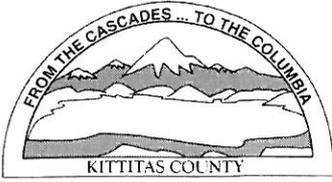
(Required for application submittal):

X

[Handwritten Signature] via POWER OF ATTORNEY

Date:

1/28/10



KITTITAS COUNTY PERMIT CENTER
411 N. RUBY STREET, ELLENSBURG, WA 98926

RECEIPT NO.: 00007247

COMMUNITY DEVELOPMENT SERVICES
(509) 962-7506

PUBLIC HEALTH DEPARTMENT
(509) 962-7698

DEPARTMENT OF PUBLIC WORKS
(509) 962-7523

Account name: 021936

Date: 3/18/2010

Applicant: BROOKSIDE CONSULTING

Type: check # 4543

<u>Permit Number</u>	<u>Fee Description</u>	<u>Amount</u>
LP-10-00001	CDS FEE FOR PLAT	1,652.50
LP-10-00001	FM PLAT	97.50
	Total:	1,750.00

Brookside Consulting

March 18, 2010

Mr. Dan Valoff, Planner II
Kittitas County Community Development Services
411 N. Ruby Street, Suite 2
Ellensburg, WA 98926

RECEIVED

MAR 19 2010

**Kittitas County
CDS**

RE: Little Creek Ranches Plat Alteration Application

Dear Dan:

Enclosed you will find the application materials for the referenced project that include the following:

- Long Plat Application
- Preliminary Plat drawing – 10 full size copies
- Preliminary Plat – 8 ½ x 11 reduced size copy
- Computer Lot Closures
- Subdivision Guarantee
- Well Log
- Dedication Map
- Conceptual Civil Plans
- List of Property Owners within the plat
- Supplemental Application Information Exhibits A, B, C, D, E

Exhibit "E" includes the Deeds of Sale for lots 6 & 7 of Little Creek Ranches, the portion of the subdivision to be altered. The deeds identify the reservation of rights and power of attorney which allows the grantor (Northland Investments, Inc.) to make this plat alteration application on behalf of the two affected lots, in accordance with RCW 58.17.215, Alteration of subdivision – Procedure.

Please feel free to contact me if you have any questions.

Sincerely,



Allison Kimball
Authorized Agent

cc: Northland Investments, Inc.
Encompass Engineering and Surveying
Michael J. Murphy, Groff Murphy, PLLC

EXHIBIT A

NARRATIVE PROJECT DESCRIPTION

Little Creek Ranches Plat Alteration Narrative Project Description

The proposal is a plat alteration to lots 6 & 7 of Little Creek Ranches subdivision that will create a 60 foot easement for ingress, egress and utilities to serve adjacent properties. New road construction from the end of existing Storie Lane to the north end of the bridge has been built to public road standards (see bridge rating, Exhibit B attached) and to be dedicated to the county at any time in the future for when the County so chooses. The ability for the county to choose dedication at any time in the future meets the Long Range Transportation plan goals of creating a public road connection between Fowler Creek Road and Nelson Siding Road. The dedication is at no cost to the County and it eliminates construction costs of approximately \$500,000 of already completed work and avoids the expense and time to the County for condemnation to achieve the Long Range Transportation Plan goals.

The plat amendment will be part of an integrated road plan serving part of the current development plan for a short plat and three plats, amounting to approximately 33 proposed lots, located on properties adjacent to the Little Creek Ranches Plat. (see map, Exhibit C attached).

The plat amendment proposed is for a gated private access, to minimize unnecessary traffic, until such time that the county desires to take dedication as a public road. Prior to any dedication, the access will contain a Knox box key system providing emergency access to the development plan and surrounding properties for Fire District 7, EMS, Forest Service, DNR, and the Sheriff's Department.

The Kittitas County Long Range Transportation Plan, Chapter 5, identifies new corridors for better overall transportation circulation and access. Fowler Creek to Nelson Siding Road is shown as one of those new corridors in Table 5-1, as is a bridge over the KRDC Canal in approximately the location proposed as part of this application (see Exhibit D, attached). The Long Range Transportation Plan expressly acknowledges that "when new development projects occur in areas that the plan has identified as needing new corridors, the new facility would likely be for the benefit of new development." It goes on to explain that in such cases, the developers will be looked to in order to help create the contemplated future road network. This is exactly what the applicant proposes to do with this application.

The Long Range Transportation Plan is a vital planning tool. The County labored over the Plan for several years, and developed a comprehensive and detailed plan for critical new transportation corridors. The applicant supports the goals of the County as reflected in the Plan, and wants to do its part to make the plan a reality. Thus, the applicant has voluntarily provided, as a component to this application, the opportunity for the County to receive dedication of the right of way from Storie Lane to USFS Road 4517 (See Exhibit E attached). This includes extensive corridors needed to meet the goals of the Transportation Plan and provides the right of way, available without condemnation or other extensive costs, for a future county road connecting two public roads. The right to accept the right-of-way for public use will be available to the County whenever the County chooses to accept it. This corridor is clearly identified in the County's Long Range Transportation plan as a new corridor for better circulation and access. The applicant's proposal will grant the County the right, at any time in the future, to take ownership of this right-of-way without the need for condemnation, the delays associated with that process, or any expense for acquisition of a key right-of-way that is identified on the County's Transportation Plan.

In both the immediate short term, with the extension of Storie Lane, and in the long term, with the establishment of future public corridors, the right of way identified in the proposal will allow for access to emergency situations requiring assistance from a variety of agencies including Fire District 7, EMS,

Forest Service, DNR, Sheriff's Dept, etc. This enhanced emergency access for developing areas clearly demonstrates a public benefit to the County, the public, neighboring properties, and any proposed development. Indeed, this route will provide a much needed access for emergency services or exit for a number of properties in the Fowler Creek/Big Creek/Little Creek/Granite Creek areas, when Fowler Creek Road is blocked or impassable. Moreover, it is a public benefit that is based directly on the County's Long Range Transportation Plan.

The proposal not only meets the specific objectives of helping create a new transportation corridor in an area expressly identified in the Long Range Transportation Plan as needing one and creating a new route over the KRD Canal providing the connection called for in the Plan, this application also meets a number of other objectives of the County's Road Standards. In accordance with Kittitas County Road Standards KCC12.01.095 (1), the proposal demonstrates that *"the road circulation system within a proposed plat shall provide for access to adjacent properties whenever such provision is reasonable and practical"*. The proposal is also consistent with KCC 12.01.095(4), which states *"Any public road whose rights have been acquired by deed easement or prescription shall not be closed off or otherwise made inaccessible in any way"*.

The proposal is similarly consistent with the Kittitas County Comprehensive Plan, Section 4.8, Goals, Policies and Objectives, and is supported by the following:

- GPO 4.3 *"create a transportation system that provides reasonable circulation for all users throughout the County"*.
- GPO 4.4 *"provide a transportation system that enhances the safety of the community and which maximizes the use of the existing road system by maintaining a system of arterials, collectors and local access roads that forms an interconnected network for vehicular circulation"*.
- GPO 4.9 *"identify and encourage preservation of transportation corridors for future rights-of-way by identifying corridors to be preserved as part of the overall transportation plan, by requiring right-of-way dedication or easements as part of development approval, and by acquiring right-of-way for future needs"*.
- GPO 4.22 *"provide a transportation system, which supports economic growth and vitality by developing policies related to capital improvements to support economic development"*.
- GPO 4.38 *"seek partnerships with other public or private agents when mutual benefits and significant cost savings are anticipated as a result of a coordinated transportation improvement"*.

In summary, the plat amendment as proposed clearly demonstrates compliance with Kittitas County Code Chapters 12 and 16 as well as the County's Long Range Transportation Plan and Comprehensive Plan.

EXHIBIT B

STORIE LANE BRIDGE CONSTRUCTION & DESIGN STANDARDS



**INTEGRITY
STRUCTURAL
ENGINEERING
PLLC**

4124 INTERLAKE AVENUE NORTH SEATTLE, WA 98103
TEL: (206) 547-1379 FAX: (206) 547-1381 EMAIL: INTEGRITYSE@ATT.NET

December 15, 2009

Mr. Sean Northrop
Cle Elum's Sapphire Skies, LLC
206 West 1st Street
Cle Elum, WA 98922

RE: Storie Lane Bridge over Highline Canal in Kittitas County, WA
Construction and Design Standards

Dear Mr. Northrop:

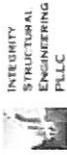
Attached with this letter is the bridge crossing's load rating and bridge inspection report completed in late 2007 and equally valid and applicable to date. The Storie Lane Bridge was built to County public road standards including travel-way width, rails, and structural adequacy. The bridge was also designed and built to the requirements as established by the Kittitas Reclamation District (KRD).

The attached load rating summary was calculated per WSDOT and AASHTO standards and shows the bridge capacity as significantly greater than the 37.5 tons required for emergency fire response apparatus. I am also a WSDOT/FHWA certified bridge inspector (No. D2038) and had completed/signed the inventory inspection report and the WSBIS Inventory Coding form attached here, and included as part of the previously provided 550+ page calculation and construction documentation books from November 2007. Please feel free to call me with any further questions. Thank you Mr. Northrop.

Sincerely,

Kenneth M. Wilson, PE SE
Bridge Consultant
WSDOT/FHWA Certified Bridge Inspector No. D2038

Encl: Engineering Stamped Load Rating
Signed Inventory Inspection Report



PROJECT: Storie Lane Bridge over Hipline Canal DATE: Oct 2007
 SUBJECT: W41DG Girder Load Rating BY: KMW SHEET #

Longitudinal Girder Rating

Bridge Name: Storie Lane Bridge over Hipline Canal
 Bridge Number:
 Span Types: Prestressed Concrete Deck Girders
 W41 Deck Girder Prestressed Girders (Simple span)
 Span length is 86-feet C to C of Bearings
 (270ksi Stress Low Relax)
 Rating by: kmw, JSE PLLC

LRED Rating

Live Load	LRED Rating			Service Rating		
	RF	Allowable Tons	γ_{LL}	Impact	Controlling Point	Controlling Point
HS-20	1.97	70.92	1.65	0.10	Moment at 0.5L in Span	Moment at 0.5L in Span
HS-20 Lane	1.78		1.65	0.10	Moment at 0.5L in Span	Moment at 0.5L in Span
AASHTO 1	2.71	67.75	1.65	0.10	Moment at 0.5L in Span	Moment at 0.5L in Span
AASHTO 2	2.33	83.88	1.65	0.10	Moment at 0.5L in Span	Moment at 0.5L in Span
AASHTO 3	2.35	94.00	1.65	0.10	Moment at 0.5L in Span	Moment at 0.5L in Span
WSDOT OL-1	1.92		1.30	0.10	Moment at 0.5L in Span	Moment at 0.5L in Span
WSDOT OL-2	1.28		1.30	0.10	Moment at 0.5L in Span	Moment at 0.5L in Span



HS-20 Truck NBI Rating Values

	RF	γ_{LL}	Controlling Point
Inventory	1.37	2.17	Moment at 0.5L in Span
Operating	2.29	1.30	Moment at 0.5L in Span

Remarks: Calculations using 3" + 20% for overlay and curb/rail distributed over two girders.
 Interior girder is more critical with a higher DF and flexural moment is more critical than shear.

EXPIRES 2/12/08

BRIDGE INSPECTION REPORT Agency

Bridge No. _____	Printed On 12/27/1999	Structure Type <u>PC PS GIRDER</u>
Bridge Name <u>STORIE LANE BRIDGE</u>	Route _____	Intersecting <u>HIGHLINE CANAL</u>
Structure ID _____	MilePost _____	Location _____
Inspector's Signature <u>Ronald M. Niles</u> Indent# <u>D2038</u>		Co-Inspector's Signature _____
		Inspection Frequency <u>24 Months</u>
		Inspection Date <u>10/5/07</u>
		Inspection Hours <u>1.5</u>

Structural Adqcy (657) <input type="checkbox"/> Deck Geometry (658) <input type="checkbox"/> Underclearance (659) <input type="checkbox"/> <input checked="" type="checkbox"/> Operating Level (660) <input checked="" type="checkbox"/> Alignment Adqcy (661) <input checked="" type="checkbox"/> Waterway Adqcy (662) <input checked="" type="checkbox"/> Deck Overall (663) <input checked="" type="checkbox"/> Drains Condition (664) <input checked="" type="checkbox"/> Drain Status (665) <input checked="" type="checkbox"/> Deck Scaling (666) <input checked="" type="checkbox"/> Scaling Percent (667) <input checked="" type="checkbox"/> Deck Rutting (669) <input checked="" type="checkbox"/> Exposed Rebar (670)	<input checked="" type="checkbox"/> Superstructure (671) <input checked="" type="checkbox"/> Curbs (672) <input checked="" type="checkbox"/> Sidewalks (673) <input checked="" type="checkbox"/> Paint (674) <input checked="" type="checkbox"/> Number Utilities (675) <input checked="" type="checkbox"/> Substructure (676) <input checked="" type="checkbox"/> Chan/Protection (677) <input checked="" type="checkbox"/> Culvert (678) <input checked="" type="checkbox"/> Pier/Abut/Protect (679) <input checked="" type="checkbox"/> Scour (680) <input checked="" type="checkbox"/> Approach/Rdwy (681) <input checked="" type="checkbox"/> Retaining Walls (682) <input checked="" type="checkbox"/> Pier Protection (683)	<input checked="" type="checkbox"/> Bridge Rails (684) <input checked="" type="checkbox"/> Transition (685) <input checked="" type="checkbox"/> Guardrails (686) <input checked="" type="checkbox"/> Terminals (687) <input checked="" type="checkbox"/> Revise Rating (688) <input checked="" type="checkbox"/> Repair Flag (689) <input type="checkbox"/> Card Check Flag (690) <input type="checkbox"/> Photos Flag (691) <input type="checkbox"/> Seasonal Code (692) <input type="checkbox"/> Soundings Flag (693) <input type="checkbox"/> Measure Clearance (694) <input checked="" type="checkbox"/> Monitor Structure (695)	2007 Year Built _____ Year Rebuilt _____ Operating Rating _____ Inventory Rating _____ Open Closed Posted _____ Vertical Over Deck _____ Vertical Under _____ Vertical Under Code _____ Sufficiency Rating
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Elem	Element Description	Total	Units	Env	State1	State2	State3	State4
13	BRIDGE DECK SURFACE	2539	SF		2539			
108	PS CONC. BULB-T GIRDER	443	LF		443			
215	CONCRETE ABUTMENT	60	LF		60			
310	ELASTOMERIC BEARINGS	10	EA		10			
330	METAL BRIDGE RAILING	182	LF		182			
413	OTHER PEDESTRIAN RAILING (TYPE)	182	LF		182			
361	SCOUR	2	EA		2			
801	ACP OVERLAY W/ MEMBRANE	2539	SF		2539			

Notes

13 NEW STRUCTURE w/ NEW ACP AND SPECIAL PROVISIONAL WATERPROOF WITH PANE

108 NEW GIRDER w/ PIGMENTED STALIE AT EXTERIOR AND ON CURBS

330 RAILS IN GOOD CONDITION NO DAMAGE, CURBS WITH SOME ROUGH FINISH WORK. NORTH END OF BRIDGE IS AT KRD GATE AND THERE FOR TRANSITIONALS ARE NOT STANDARD AT THIS SIDE.

361 CHANNEL IS PROTECTED WITH RIP RAP AND MINIMUM CLEARANCE BELOW GIRDER IS AT NORTH END AT ABOUT 1.5 FT.

801 NEW OVERLAY (MAY NEED TO SAW CUT BACK OF PAVM'S SEAT)

This form is not to be used as input to the WSDOT WSBIS computer system. In office use only.

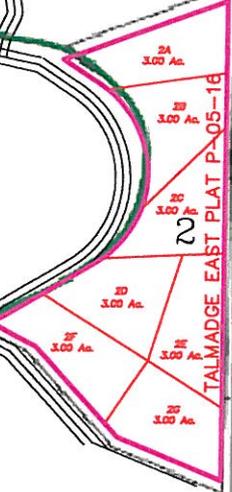
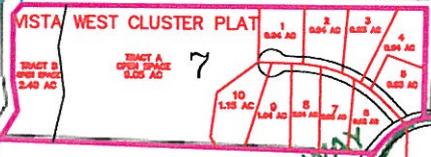
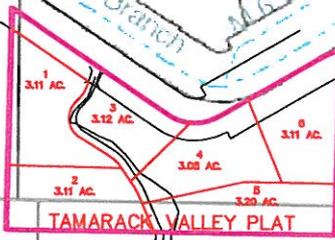
EXHIBIT C

COMPOSITE MAP

Sec 28

LITTLE CREEK RANCHES PLAT

Main Branch



MISTY MOUNTAIN WAY

STUART RIDGE RD

GOAT PEAK RANCH RD

Sec 4

T19N-R14E

Ship: 20 Range: 14 Section: 33

#517-000

EXHIBIT D

CHAPTER 5 KITTTITAS COUNTY LONG RANGE TRANSPORTATION PLAN

Chapter 5 – New Corridors

New Corridors for Better Access

Kittitas County's population and the volume of traffic resulting from the population growth are expected to grow by a multiplier of 1.43 to the year 2025. The most concentrated growth is expected to occur in the Cle Elum-Roslyn-Suncadia sub-area and surrounding the City of Ellensburg. New corridors are needed to accommodate this future growth. Also, new corridors are needed for improved road network connectivity and additional access for emergency service areas.

When new development projects occur in areas that this plan has identified as needing new corridors, the new facility would likely be for the benefit of new development. In these cases, developers (anyone subdividing land) will be required to build and dedicate the right of way for these roads to the County. These new corridors will be built to meet Kittitas County Road Standards for public roads. When land is subdivided, road improvements are generally required for a development to meet Kittitas County Road Standards. Other new corridors not directly related to new development projects will require federal or state grants with local matching funds.

New corridors were identified in locations that are experiencing increased development and in need of additional access and improved connectivity. These new corridors are conceptual and the specific alignment for these connections will be determined as future development occurs.

The new arterial corridors that have been identified are shown in the figure on the following page. Detailed information regarding the potential benefits of these projects and their estimated cost of construction are shown in Table 5-1. The costs were estimated for comparison purposes only, using the assumption that it cost \$1.62 million per mile. Engineer design estimates have not been prepared.

**Table 5-1
Kittitas County New Corridors**

<i>Project Description</i>	<i>Benefits and Development Characteristics</i>	<i>Estimated Cost (In Millions)</i>
Bowers Road to Look Road Connector	Improve access to Industrial Park, Airport, and I-90; providing economic growth with better access to jobs. Estimated 2,400 ADT in 2025, LOS A. Level terrain.	\$1.4
Middle Fork Teanaway Rd to Salmon La Sac Rd. Connector	By-pass congested areas and access developable areas to provide economic growth. Estimated 900 ADT in 2025, LOS A. Rolling to mountainous terrain.	\$10.0
Salmon La Sac Rd./Cooper Lake Rd./FS Rd 4600-000 to FS Rd 4930-000/Kachess Lake Rd. Connector	Coordinate with US Forest Service to connect Forest Service Roads for an emergency access that is open during the summer season. Rolling to mountainous terrain.	\$5.0
Winston Road to I-90 Connector	Provide secondary access to Cle Elum Lake vicinity and by-pass congested areas. Improve transportation grid system in sub-area. Rolling terrain.	\$5.0
Alliance Road to Dakota Road Connector	Provide improved connectivity between Alliance Road and Roslyn and by-pass congested areas of SR 903. Improve transportation grid system in Cle Elum-Roslyn area. Rolling terrain.	\$2.0
Fowler Creek Road to Nelson Siding Road Connector	Provide secondary access parallel with Nelson Siding Road and Westside Road. Improve transportation grid system in sub-area and access to recreational areas. Rolling terrain.	\$4.5
Pasco Road - Westside Road Connector	Provide secondary access parallel with Fowler Creek Road and Woods & Steele Road. Improve transportation grid system in sub-area. Rolling terrain.	\$1.5

**Table 5-1 Continued
Kittitas County New Corridors**

<i>Project Description</i>	<i>Benefits and Development Characteristics</i>	<i>Estimated Cost (In Millions)</i>
Pasco Road - Woods & Steele Road Connector	Provide secondary access parallel with Westside Road, ultimately connecting Pasco Road with Upper Peoh Point. Improve transportation grid system in sub-area. Estimated 1,500 ADT in 2025, LOS A. Rolling terrain.	\$1.5
Woods & Steele Road to Graham Road Connector	Provide secondary access parallel with Westside Road, ultimately connecting Pasco Road with Upper Peoh Point (near BPA corridor). Provide improved transportation grid system in sub-area. Estimated 2,400 ADT in 2025, LOS A. Rolling terrain.	\$1.5
Graham Road to Upper Peoh Point Rd Connector	Provide secondary access parallel with Westside Road, ultimately connecting Pasco Road with Upper Peoh Point. Improve transportation grid system in sub-area. Estimated 1,600 ADT in 2025, LOS A. Rolling terrain.	\$4.0
Pays Road to Godawa Lane Connector	Provide improved connectivity between Lower Peoh Point and Upper Peoh Point. Improve transportation grid system in sub-area.	\$2.0
Godawa Lane to Upper Peoh Point Road Connector	Provide improved connectivity between Lower Peoh Point and Upper Peoh Point. Improve transportation grid system in sub-area.	\$2.0
Alliance Road to 6th Street Connector	Provide secondary access parallel with SR 903 and north and west of Cle Elum. Improve transportation grid system in sub-area.	\$2.0
I90 Exit 85 (Sunset Hwy) to Lower Peoh Point Road (Yakima River Crossing) Connector	Provide second river crossing in Cle Elum. Improve transportation grid system in region. Provide economic growth with access to developable areas and jobs. Estimated 2,600 ADT in 2025, LOS A. Rolling terrain.	\$1.5

Table 5-1 Continued Kittitas County New Corridors		
<i>Project Description</i>	<i>Benefits and Development Characteristics</i>	<i>Estimated Cost (In Millions)</i>
Hidden Valley Road to Ranch Road / US 97 Connector	Improve transportation grid system in sub-area. Estimated 1,600 ADT in 2025, LOS A. Rolling to mountainous terrain.	\$3.0
Silverton Road to Weaver Road Connector	Improve transportation grid system in sub-area. Improve access to developable areas and jobs. Flat to rolling terrain.	\$1.0
Smithson Road to Wilson Creek Road Connector	Improve transportation grid system in region with improved east-west access north of Ellensburg. Improve access to developable areas. Estimated 800 ADT in 2025, LOS A. Rolling terrain.	\$4.0
Reecer Creek Road to Tipton Road Connector	Provide improved east-west connectivity north of Ellensburg. Improve transportation grid system in sub-area.	\$3.0
Bowers Road to Faust Road/ US 97 Connector	Provide improved east-west connectivity west of Ellensburg. Improve transportation grid system in sub-area.	\$2.0
Bender Road to Dry Creek Road Connector	Provide improved east-west connectivity west of Ellensburg. Improve transportation grid system in sub-area.	\$1.5
Judge Ronald Road Extension – Wilson Creek Road to Fields Road	Improve transportation grid system in sub-area that is expected to be congested. Flat terrain.	\$2.5
Strande Road to Hanson Road Connector	Improve transportation grid system in sub-area that is expected to be congested. Flat terrain.	\$2.5
Pfenning Road to Kittitas Highway Connector	Improve transportation grid system in urban area. Estimated 1,000 ADT in 2025, LOS A. Flat terrain.	\$0.5



Kittitas County Transportation Plan

New Corridors

Legend

- ROADS TO BE IMPROVED
- COUNTY ROADS
- WISDOM ROADS
- CITY ROADS

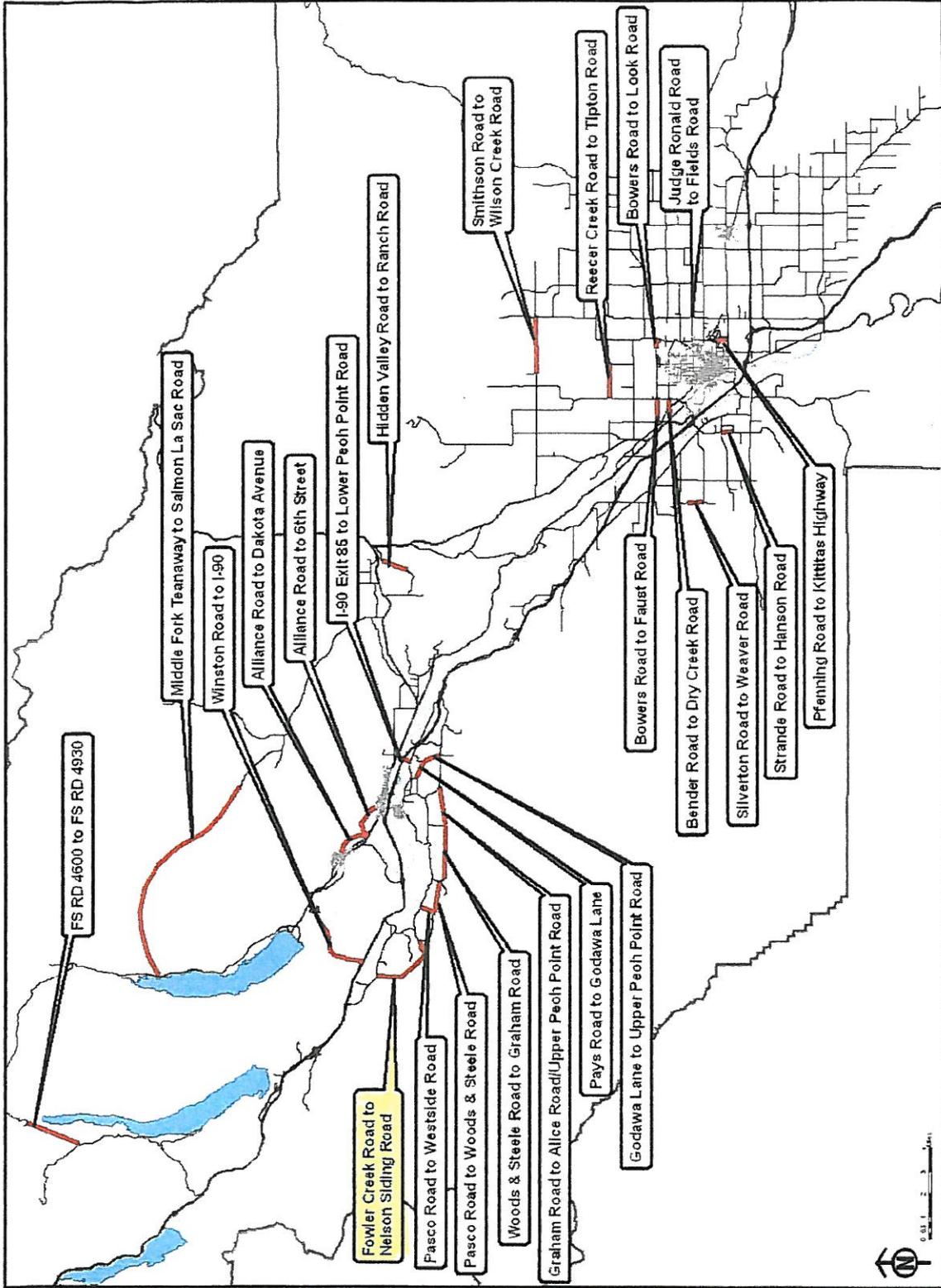


EXHIBIT E

LITTLE CREEK RANCHES
DEEDS OF SALE
LOTS 6 & 7



3. Construction: All homes constructed on the subject Lot shall be built of new materials, with the exception of "décor" items such as used brick, weathered planking, and similar items. No homes shall consist, in whole or part, of a mobile home, nor of "factory built housing" (as that term is defined in RCW 43.22.450 as in effect at the time of execution of this Declaration.) Siding shall be cement fiber board, logs or cedar. When accent material is used, such as rock, brick, stone, or EIFS, it shall be used for a minimum of 20% of the exterior surface area visible from the easement roads serving the Property. Where accent materials abut corners, said corners shall be wrapped in the accent materials for a minimum distance of twenty-four (24) inches on each face. Windows and doors shall be fitted with a minimum of 3½" of trim both vertical and horizontal.
 4. Antennae and Satellite Dishes: No antenna, satellite dish or other device for the transmission or reception of radio, television, satellite signals or other form of signal transmission or reception of any sort (except "mini dishes") shall be visible from any easement roads or the primary building site of any parcel in the Property.
 5. Fencing: All fences and fencing materials fronting easement roads shall be primarily of wood, or wood grain composite, and shall be wood rail variety. No barbed wire may be used on the property perimeter. Fence height shall be a maximum of 8 feet from ground elevation.
 6. Outbuildings: All outbuildings (detached garages, etc.) must complement the dwelling in material and color and must be placed in an unobtrusive location within the main building site, and must be set back or even with the front of the house or set further from the easement roads than the main building site. This requirement may be waived if an acceptable plan is submitted and approved in writing by the LCEOA, provided the plan is compatible and will not materially impair views from other parcels on the Property.
 7. Exterior Colors: Exterior colors of all buildings shall be of moderate hues and/or earth tones.
- B. Recreational vehicles, boats, trailers, campers, etc. shall not be parked in on the easement roads or public right-of-way for a period of time exceeding 18 hours, nor shall they be parked in the easement roads or public right-of-way a daily or regular basis. All residents or guests staying more than 24 hours shall park their vehicles on private property.
 - C. Motorcycles snowmobiles and motorized ATVs and recreational vehicles: ATV's and motorcycles are permitted for ingress and egress along easement roads.
 - D. Vehicle & Equipment Storage: All inoperable vehicles and equipment must be stored inside of an enclosed building. All stored recreational vehicles shall be placed behind the front elevation of the house, and must be screened from view.

- E. Vacation Provisions. The subject Lot may be used for vacation purposes and have a motor home or vacation trailer for a period of time not to exceed twelve weeks per calendar year. Said recreational vehicles are not to be left on property unless otherwise permitted by these CC&Rs.
- F. Business Use Prohibited: No trade, craft, business, or commercial or manufacturing enterprise or activity of any kind, other than a professional business conducted from an office inside the home and which does not generate excessive customer traffic, shall be conducted or carried on upon the subject Lot. This Section is specifically intended to prohibit maintenance or operation of a day care, unless required to be permitted by law. In addition, no goods, equipment, vehicles, materials or supplies used in connection with any business or commercial activity shall be permitted, kept, parked, stored, dismantled, or repaired on the subject Lot or easement road, unless stored entirely within a structure permitted by these CC&Rs.
- G. Nuisance Prohibited: No noxious, illegal, or offensive activities shall be carried on, nor shall anything be done that may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the owners of parcels within the Property, or which shall in any way increase the rate of insurance for any part of the Property, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building. The Lot shall not be used as a dump for trash or rubbish of any kind, and all garbage or other waste shall be kept in appropriate sanitary containers for proper disposal. No waste, including rocks, dirt, lawn, or shrubbery clippings shall be dumped anywhere on the Lot. Mulching yard waste is permitted.
- H. Temporary Structures: No structure of a temporary character, basement only, tent, shack, garage, barn, prefabricated structure or other outbuildings, or trailer shall be used as a residence, except on a temporary basis during the course of evident construction of the primary dwelling, but in no case longer than 14 months. No mobile homes are permitted on the subject Lot.
- I. Time of Completion: Any Dwelling or structure erected or placed on the Lot shall be completed as to exterior appearance, including finished painting, within fourteen (14) months from the date of commencement of construction.
- J. Utilities: All utilities to be installed, including cable, phone, power, and any other utilities shall be installed underground. No overhead utilities shall be allowed.
- K. Animals: Animals include horses, dogs, cats, caged birds, fish in tanks, and other small household pets, which shall be permitted on Lots. Dogs shall not be allowed to run at large or to create a disturbance to owners of parcels or lots within the Property. Dogs are permitted on the easement road only when accompanied by their owners or their agents. Persons accompanying the dog shall scoop animal waste.

- L. Animals including horses, livestock and poultry can be raised for purpose of private use and enjoyment, provided they are not kept, bred or maintained for any commercial purpose. Pigs shall not be permitted. All animal enclosures must be kept in a neat, clean, and odor free condition at all times.
- M. Signs: Professional appearing signs advertising the subject Lot for sale or rent, including the temporary daytime display of signs advertising open houses, may be displayed on the subject Lot, provided that such signs shall be of reasonable and customary size, not to exceed five (5) square feet. Grantor, or its authorized agent may display one construction sign at the access to Storie Lane to advertise lots for sale. Such sign shall not exceed 32 square feet.
- N. Garbage and Refuse Material: No property shall be used or maintained as dumping ground for discarded equipment, rubbish, trash, garbage, or similar material. After initial construction of the residence, all garbage and trash shall be kept in covered containers. No cans shall be visible until such day as designated for refuse pick up.
- O. Mail Boxes: Mail boxes shall be at specified group locations as per U.S. Post Office requirements.
- P. Repair and Maintenance:
1. The owner of the subject Lot shall be responsible for maintaining the exterior of his residence and all other buildings and improvements located upon the Lot. The subject Lot shall be maintained in a clean, sightly condition at all times and shall be kept free of litter, junk, trash, rubbish, garbage, debris, and excess building materials.
 2. In the event of any destruction of the dwelling or other structure(s), it shall be the duty of the Lot owner to a) restore and repair the same to its/their former condition, as promptly as practical. The dwelling or other structures shall be reconstructed or rebuilt substantially in accordance with the original construction plans, or in accordance with the rules set forth herein or b) clear all debris and return property to its natural state as promptly as possible.
 3. For the purpose of performing any maintenance or repair to the Easement Road, or for purposes of making emergency repairs necessary to prevent damage to a portion the Property or the Easement Road, or for any other purpose reasonably related to the performance of its responsibilities under these CC&Rs, the LCEOA (and its agents and employees) shall have an irrevocable easement over and onto all portions of the Easement Road, and shall also have the irrevocable right after reasonable notice to the Lot owner, and at reasonable hours, to enter onto the Lot.
- Q. Grantor is undertaking the work of construction of certain improvements to the Property. Completion of that work is beneficial to the Property and the subject Lot.

In order that said work may be completed, nothing in these CC&Rs shall be understood or construed to

1. Prevent Grantor, any builder or their contractors or subcontractors from doing on the Property whatever is reasonably necessary or advisable in connection with the completion of the work including improving the Easement Road and constructing other roads on the Property; or
 2. Prevent Grantor, or any builder or their representatives from erecting, constructing and maintaining on any part or parts of the property, such structures as may be reasonable and necessary for the conduct of their business of completing said work; or
 3. Prevent Grantor or any builder from maintaining such sign or signs on any of the Property as may be necessary for the sale or disposition thereof; or
- R. Grantee affirmatively covenants that Grantee will affirmatively support an amendment to the Little Creek Ranches Plat to allow use of the Roadway and Storie Lane to be used for access to property in Section 33, Township 20, Range 14 E.W.M, as well as any extensions of access or public right of way beyond said property, and Grantee will take such action or execute such documents as are reasonably requested by Grantor in furtherance of that goal. In addition, Grantee covenants and agrees that will not object to or oppose, directly or indirectly Grantor, its affiliates or successors in connection with any land use or other development applications (including but not limited to access permits, rezones, plats, short plats, and/or other subdivisions of land) submitted by Grantor, its affiliates or successors at anytime hereafter for the benefit of other property owned or hereafter acquired by Grantor, its successors or affiliates and/or other property in the vicinity of the Property that Grantor supports the land use action for.
- S. In the event Grantor shall convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Grantor shall be relieved of the performance of any further duty or obligation under these CC&R's, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Grantor.
- T. The terms of these CC&Rs shall be specifically enforceable, and the prevailing party shall be entitled to recover all costs and attorneys fees incurred in enforcing the terms of these CC&Rs.

GRANTOR hereby covenants that it will forever WARRANT and DEFEND all right, title, and interest in and to the Property, and the quiet and peaceable possession thereof, unto the



200606130026
Page: 1 of 7
06/13/2006 03 57P
38 00

When recorded return to:

1997 Artz Family Limited Partnership
4807 51st St. Ct. E
Tacoma, WA 98443

RE EXCISE TAX PAID
Amount \$ 2833.97
Date 6-13-2006
Affidavit No. 2006-1423
KITTITAS COUNTY TREASURER
By [Signature]

DEED

Grantor(s): Northland Investments, Inc., a Washington Corporation

Grantee(s): 1997 Artz Family Limited Partnership, a Washington Limited Partnership
AMT 101286
38-

GRANTOR, Northland Investments, Inc., a Washington Corporation, whose address is 301 West First #B, Cle Elum, WA 98922, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby admitted, does hereby grant, bargain, sell, convey and confirm unto **1997 Artz Family Limited Partnership, a Washington Limited Partnership**, whose address is 4807 51st St. Ct. E, Tacoma, WA 98443, (hereinafter "GRANTEE"), and to their heirs and assigns, FOREVER, the real property situated in the County of Kittitas, State of Washington, legally described as follows:

Legal Description: Tract 6, Little Creek Ranches, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 8 of Plats, pages 11 through 15, records of said County. Tax Parcel Number(s): 20-14-28051-0006 (hereinafter the "Property").

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

SUBJECT TO a reserved non-exclusive and permanent easement in favor of Grantor, its successors and assigns, for ingress and egress, utilities, reconstruction, use and maintenance, over, across, under, upon and along all of the existing easements and roadways as shown and/or referenced on that easement instrument recorded under Auditor's File Number 200606060057, records of Kittitas County (hereinafter "Roadways"). The purpose of the reserved easement is to provide Grantor with the right to provide legal access over the Roadways to other property owned or hereafter acquired by Grantor in Section 33, Township 20, Range 14 in Kittitas County, (including any future subdivision thereof) and other property in the vicinity of the Property, whether owned by Grantor or not, that Grantor concludes in its discretion should be provided access and utilities via the Roadways (hereinafter the "Benefited Property"). Grantor 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, Grantor, 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. Grantor 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 and/or utility installation standards. Any such revisions shall not cross the primary building

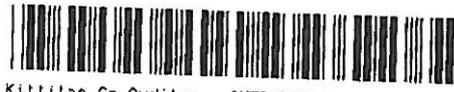
site of the Property. When Grantee's property is subject to reserved easement rights, Grantee agrees that he will not install any gates on the Roadways without the prior written consent of all beneficiaries of said easement.

AND FURTHER SUBJECT TO a reserved non-exclusive and permanent easement in favor of Grantor, its successors and assigns, for the installation, use, replacement and maintenance of utilities, over, across, under, upon and along an area defined as fifteen feet (15') in width along and abutting any and all of the exterior boundaries of the Property (hereinafter "Utility Easement Area"). The purpose of this reserved easement is to provide Grantor with the right to provide utility service to other property owned or hereafter acquired by Grantor (including any future subdivision thereof) and other property in the vicinity of the Property, whether owned by Grantor or not, that Grantor concludes in its discretion should be provided utility service from the Property (hereinafter the "Benefited Property"). Grantor shall be entitled to assign non-exclusive easement rights to third parties that own or acquire portions of the Benefited Property. Grantor expressly reserves the right to modify the location of the Utility Easement Areas to meet grade, side slope, approach angles, cuts and fills, and radius requirements of utility installation 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 structures on the Utility Easement Area that interfere with the use of the Utility Easement Area without the prior written consent of all beneficiaries of said easement.

AND SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"), which shall run with the land and be binding upon the Grantees, their heirs successors and assigns, and which shall be for the benefit of and enforceable by the LITTLE CREEK EASEMENT OWNERS ASSOCIATION ("LCEOA"), including their respective heirs, successors and assigns. The purpose of these covenants, conditions and restrictions is to maintain a quality appearance, ensure compatible development of land and structures, and to protect and enhance real estate values.

A. Dwellings:

1. Minimum Dwelling Size: Each dwelling structure shall consist of a minimum of One Thousand Five Hundred (1,500) square feet, exclusive of basement, garages, patios, breezeways and detached storage rooms. For purposes of this provision, a dwelling with a daylight basement shall include the daylight basement area toward the total square footage. No mobile or manufactured homes shall be allowed.
2. Roofs: All roofs and roof materials shall be fire retardant and as approved by applicable governmental authorities. Subject to governmental approval, the following roof materials are permitted: metal, tile, slate, or fire-retardant, dimensional shake shingles, architectural composition (Elk Prestique Plus 30-year or comparable) shingles, and comparable roofing materials. Untreated cedar shakes or shingles shall not be permitted. On at least 80% of roof, minimum roof pitch shall be 6/12.



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Page: 3 of 7

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38.00

Kittitas Co Auditor AMERITITLE MDED

3. Construction: All homes constructed on the subject Lot shall be built of new materials, with the exception of "décor" items such as used brick, weathered planking, and similar items. No homes shall consist, in whole or part, of a mobile home, nor of "factory built housing" (as that term is defined in RCW 43.22.450 as in effect at the time of execution of this Declaration.) Siding shall be cement fiber board, logs or cedar. When accent material is used, such as rock, brick, stone, or EIFS, it shall be used for a minimum of 20% of the exterior surface area visible from the easement roads serving the Property. Where accent materials abut corners, said corners shall be wrapped in the accent materials for a minimum distance of twenty-four (24) inches on each face. Windows and doors shall be fitted with a minimum of 3½" of trim both vertical and horizontal.
 4. Antennae and Satellite Dishes: No antenna, satellite dish or other device for the transmission or reception of radio, television, satellite signals or other form of signal transmission or reception of any sort (except "mini dishes") shall be visible from any easement roads or the primary building site of any parcel in the Property.
 5. Fencing: All fences and fencing materials fronting easement roads shall be primarily of wood, or wood grain composite, and shall be wood rail variety. No barbed wire may be used on the property perimeter. Fence height shall be a maximum of 8 feet from ground elevation.
 6. Outbuildings: All outbuildings (detached garages, etc.) must complement the dwelling in material and color and must be placed in an unobtrusive location within the main building site, and must be set back or even with the front of the house or set further from the easement roads than the main building site. This requirement may be waived if an acceptable plan is submitted and approved in writing by the LCEOA, provided the plan is compatible and will not materially impair views from other parcels on the Property.
 7. Exterior Colors: Exterior colors of all buildings shall be of moderate hues and/or earth tones.
- B. Recreational vehicles, boats, trailers, campers, etc. shall not be parked in on the easement roads or public right-of-way for a period of time exceeding 18 hours, nor shall they be parked in the easement roads or public right-of-way a daily or regular basis. All residents or guests staying more than 24 hours shall park their vehicles on private property.
- C. Motorcycles snowmobiles and motorized ATVs and recreational vehicles: ATV's and motorcycles are permitted for ingress and egress along easement roads.



Q. Grantor is undertaking the work of construction of certain improvements to the Property. Completion of that work is beneficial to the Property and the subject Lot. In order that said work may be completed, nothing in these CC&Rs shall be understood or construed to

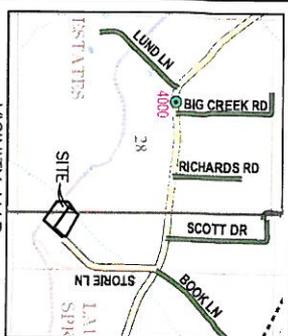
1. Prevent Grantor, any builder or their contractors or subcontractors from doing on the Property whatever is reasonably necessary or advisable in connection with the completion of the work including improving the Easement Road and constructing other roads on the Property; or
2. Prevent Grantor, or any builder or their representatives from erecting, constructing and maintaining on any part or parts of the property, such structures as may be reasonable and necessary for the conduct of their business of completing said work; or
3. Prevent Grantor or any builder from maintaining such sign or signs on any of the Property as may be necessary for the sale or disposition thereof; or

R. Grantee affirmatively covenants that Grantee will affirmatively support an amendment to the Little Creek Ranches Plat to allow use of the Roadway and Storie Lane to be used for access to property in Section 33, Township 20, Range 14 E.W.M, as well as any extensions of access or public right of way beyond said property, and Grantee will take such action or execute such documents as are reasonably requested by Grantor in furtherance of that goal. In addition, Grantee covenants and agrees that will not object to or oppose, directly or indirectly Grantor, its affiliates or successors in connection with any land use or other development applications (including but not limited to access permits, rezones, plats, short plats, and/or other subdivisions of land) submitted by Grantor, its affiliates or successors at anytime hereafter for the benefit of other property owned or hereafter acquired by Grantor, its successors or affiliates and/or other property in the vicinity of the Property that Grantor supports the land use action for.

S. In the event Grantor shall convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Grantor shall be relieved of the performance of any further duty or obligation under these CC&R's, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Grantor.

T. The terms of these CC&Rs shall be specifically enforceable, and the prevailing party shall be entitled to recover all costs and attorneys fees incurred in enforcing the terms of these CC&Rs.

PLAT ALTERATION
LOT 6 & LOT 7 OF LITTLE CREEK RANCHES
 A PORTION OF THE EAST 1/2 OF THE SE 1/4
 SECTION 28, T20N, R14E, W1M
 KITITAS COUNTY, STATE OF WASHINGTON



APPROVALS

KITITAS COUNTY DEPARTMENT OF PUBLIC WORKS
 EXAMINED AND APPROVED THIS _____ DAY OF _____ A.D., 200__

KITITAS COUNTY ENGINEER

KITITAS COUNTY HEALTH DEPARTMENT
 I HEREBY CERTIFY THAT THE PLAT ALTERATION FOR LOT 6 & 7 OF LITTLE CREEK RANCHES HAS BEEN EXAMINED BY ME AND I FIND THAT THE SEWAGE AND WATER SYSTEM HEREBY SHOWN DOES MEET AND COMPLY WITH ALL REQUIREMENTS OF THE COUNTY HEALTH DEPARTMENT.
 DATED THIS _____ DAY OF _____ A.D., 200__

KITITAS COUNTY HEALTH OFFICER

KITITAS COUNTY PLANNING DIRECTOR
 I HEREBY CERTIFY THAT THE PLAT ALTERATION FOR LOT 6 & 7 OF LITTLE CREEK RANCHES HAS BEEN EXAMINED BY ME AND I FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITITAS COUNTY PLANNING COMMISSION.
 DATED THIS _____ DAY OF _____ A.D., 200__

KITITAS COUNTY PLANNING DIRECTOR

KITITAS COUNTY TREASURER
 I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR IN WHICH THE PLAT IS NOW TO BE FILED.
 PARCEL NOS. 20-14-36051-0008 (8069336) & 20-14-36051-0007 (8069335)
 DATED THIS _____ DAY OF _____ A.D., 200__

KITITAS COUNTY TREASURER

KITITAS COUNTY ASSESSOR
 I HEREBY CERTIFY THAT THE PLAT ALTERATION FOR LOT 6 & 7 OF LITTLE CREEK RANCHES HAS BEEN EXAMINED BY ME AND I FIND THE PROPERTY TO BE IN AN ACCEPTABLE CONDITION FOR PLATTING.
 PARCEL NOS. 20-14-36051-0008 (8069336) & 20-14-36051-0007 (8069335)
 DATED THIS _____ DAY OF _____ A.D., 200__

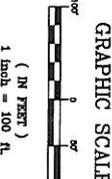
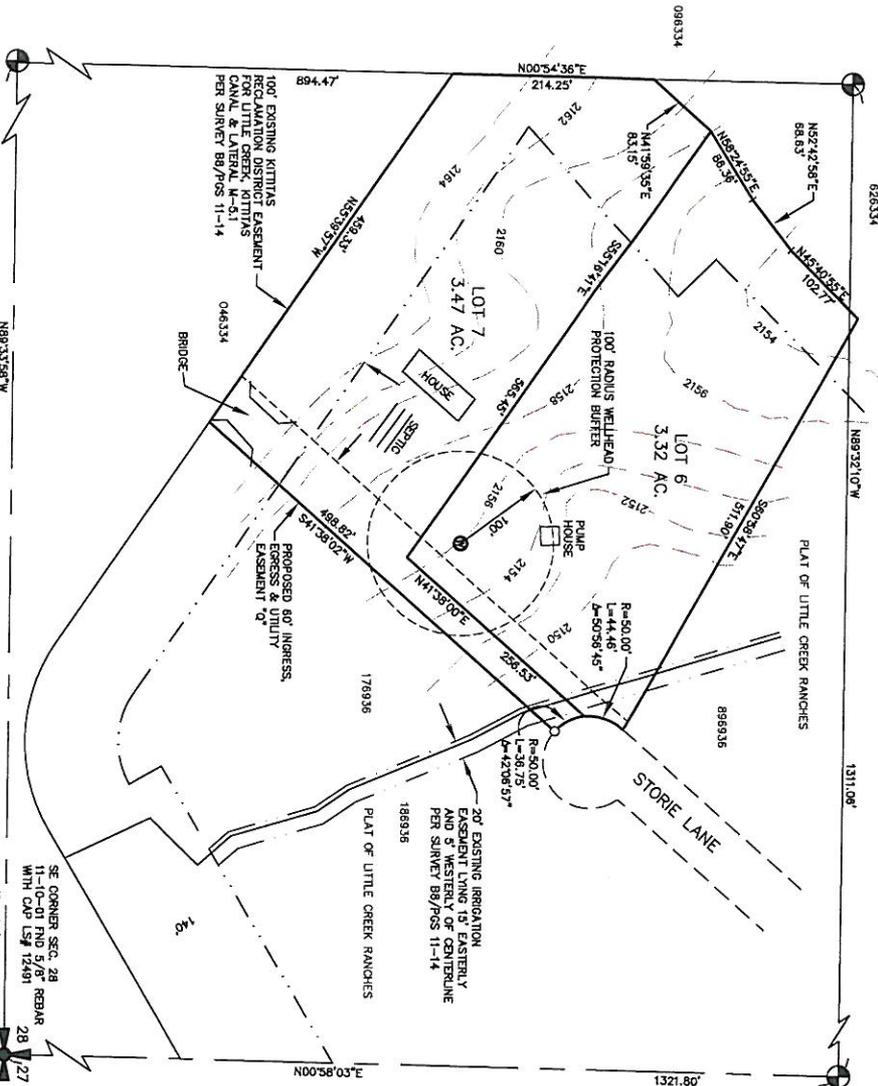
KITITAS COUNTY ASSESSOR

KITITAS COUNTY BOARD OF COMMISSIONERS
 EXAMINED AND APPROVED THIS _____ DAY OF _____ A.D., 200__

BOARD OF COUNTY COMMISSIONERS
 KITITAS COUNTY, WASHINGTON

BY: _____
 CHAIRMAN
 ATTEST: _____
 CLERK OF THE BOARD

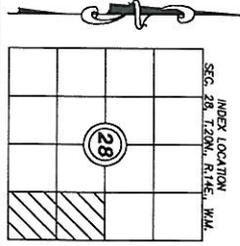
NOTICE: THE APPROVAL OF THIS PLAT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED.



RECORDER'S CERTIFICATE
 FILED FOR RECORD THIS _____ DAY OF _____ AT _____ M
 IN BOOK _____ OF _____ AT PAGE _____ AT THE REQUEST OF
 DAVID P. NELSON
 SURVEYOR'S NAME
 COUNTY AUDITOR _____ DEPUTY COUNTY AUDITOR _____

SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF _____ NORTHLAND INVESTMENTS, INC.
 N. 021. _____ 20.09
 DAVID P. NELSON _____ DATE _____
 CERTIFICATE NO. 18092

- SURVEY NOTES:**
1. MAP INFORMATION WAS PROVIDED BY BILLEN AND ASSOCIATES ON OCTOBER 13, 2008. THIS INFORMATION HAS NOT YET BEEN VERIFIED BY ENCLOSURE ENGINEERING AND SURVEYING.
 2. THE PURPOSE OF THIS PLAT ALTERATION IS TO SHOW THE LOCATION OF THE NEW SIXTY FOOT (60') BARRIAGE AND TO SHOW THE NEW BRIDGE LOCATION AT THE SOUTHWEST CORNER OF LOT 7.
 3. THIS SURVEY WAS PERFORMED USING A TRIANGLE SB SERIES TOTAL STATION, THE CONTROLLING MONUMENTS AND PROPORTION CORNERS SHOWN HEREBY WERE LOCATED, AND EXCESS OF 1:4,000 LINEAR CLOSURE AT THE ADJUSTMENT.
 4. THE AREA FOR LOT 6 OR THE ORIGINAL LITTLE CREEK RANCHES PLAT IS APPROXIMATELY 3.47 ACRES. THE AREA AS SHOWN HEREON IS CALCULATED TO BE 3.32 ACRES.



Encompass
 ENGINEERING & SURVEYING
 108 EAST 2ND STREET
 OLE ELIJAH, WA 99922
 PPHONE: (509) 674-7433
 FAX: (509) 674-7419

PLAT ALTERATION
LOT 6 & LOT 7 OF LITTLE CREEK RANCHES
 A PORTION OF THE EAST 1/2 OF THE SE 1/4
 SECTION 28, T20N, R14E, W1M
 KITITAS COUNTY, STATE OF WASHINGTON

DNW BY	DATE	JOB NO.
G. WEISER	11/09	09099
CHKD BY	SCALE	SHEET
D. NELSON	1"=100'	1 OF 2

OWNERS:

LOT 6:
1997 ARTZ FAMILY LLP
4807 01ST CRT S
TACOMA, WA 98443

LOT 7:
WILLIAM SHERIFF ETUX
PO BOX 657
RAYNSDALE, WA 98061

PARCEL #20-14-28051-0006 (908938) &
ACR#PAGE: 20-14-28051-0007 (188938)

PLATTER SOURCE: INDIVIDUAL AND/OR SEARDED WELLS
SAVER SOURCE: INDIVIDUAL SPTTC/DWAINFIELD
ZONING: AG-3

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT 1997 ARTZ FAMILY, LLP, A LIMITED LIABILITY PARTNERSHIP, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE HEREBY DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREBY DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS ____ DAY OF _____, A.D., 200__.

NAME _____ TITLE _____
NAME _____ TITLE _____

ACKNOWLEDGEMENT
STATE OF _____) S.S.
COUNTY OF _____)

ON THIS ____ DAY OF _____, 200__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF _____, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ AND _____, RESPECTIVELY, OF THE _____ COUNTY OF _____, WASHINGTON, WHO IDENTIFIED THEMSELVES TO ME AS THE _____ OF THE LIMITED LIABILITY PARTNERSHIP THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT AND TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY PARTNERSHIP AND TO BE THE INTENT OF SAID LIMITED LIABILITY PARTNERSHIP THAT SAID LIMITED LIABILITY PARTNERSHIP IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
MY COMMISSION EXPIRES _____
MY APPOINTMENT EXPIRES _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WILLIAM SHERIFF & MRS. WILLIAM SHERIFF, HUSBAND AND WIFE, AS THEIR SEPARATE ESTATE, OWNERS IN FEE SIMPLE OF THE HEREBY DESCRIBED REAL PROPERTY, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREBY DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS ____ DAY OF _____, A.D., 200__.

WILLIAM SHERIFF _____ MRS. WILLIAM SHERIFF _____

ACKNOWLEDGEMENT
STATE OF _____) S.S.
COUNTY OF _____)

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____
TO ME KNOWN TO BE THE UNDERSIGNED DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
MY COMMISSION EXPIRES _____
MY APPOINTMENT EXPIRES _____

PLAT ALTERATION
LOT 6 & LOT 7 OF LITTLE CREEK RANCHES
A PORTION OF THE EAST 1/2 OF THE SE 1/4
SECTION 28, T.20N, R.14E, W.14
KITITAS COUNTY, STATE OF WASHINGTON

EXISTING LEGAL DESCRIPTION:

LOT 6 AND LOT 7, LITTLE CREEK RANCHES, AS RECORDED JULY 16, 1988, IN BOOK 8 OF PLATS, AT PAGES 11 THROUGH 15, UNDER AUDITOR'S FILE NO. 488974, RECORDS OF KITITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.14, IN THE COUNTY OF KITITAS, STATE OF WASHINGTON.

NOTES:

1. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10 FOOT EASEMENT SHALL ABUT THE EXTERIOR PLAT BOUNDARY AND SHALL BE DIVIDED 5 FEET ON EACH SIDE OF INTERIOR LOT LINES. SAID EASEMENT SHALL ALSO BE USED FOR IRRIGATION.
2. PER ROW 17.10140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.
3. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE KITITAS COUNTY ROAD STANDARDS.
4. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CREATING ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT-OF-WAY.
5. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD OR OTHERWISE.
6. MAINTENANCE OF THE ACCESS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS WHO BENEFIT FROM ITS USE.
7. ENTIRE PRIVATE ROAD SHALL ACHIEVE 95% COMPACTION AND SHALL BE INSPECTED AND CERTIFIED BY A LICENSED ENGINEER IN THE STATE OF WASHINGTON SPECIFYING THAT THE ROAD MEETS CURRENT KITITAS COUNTY ROAD STANDARDS, 9/8/05 EDITION, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THIS PLAT.
8. KITITAS COUNTY WILL NOT ACCEPT PRIVATE ROADS FOR MAINTENANCE AS PUBLIC STREETS OR ROADS UNTIL SUCH STREETS OR ROADS ARE BROUGHT INTO CONFORMANCE WITH CURRENT COUNTY ROAD STANDARDS. THIS REQUIREMENT WILL INCLUDE THE HARD SURFACE PAVING OF ANY STREET OR ROAD SURFACED ORIGINALLY WITH GRAVEL.
9. METERING WILL BE REQUIRED ON ALL NEW RESIDENTIAL WELL CONNECTIONS AND METERING RESULTS SHALL BE RECORDED IN A MANNER CONSISTENT WITH KITITAS COUNTY AND WASHINGTON STATE DEPARTMENT OF ECOLOGY REQUIREMENTS.
10. THE APPROVAL OF THIS DIVISION OF LAND INCLUDES NO GUARANTEE THAT THERE IS A LEGAL RIGHT TO WITHDRAW GROUNDWATER WITHIN THE LAND DIVISION. THE APPROVAL OF THIS DIVISION OF LAND PROVIDES NO GUARANTEE THAT USE OF WATER UNDER THE GROUNDWATER EXEMPTION (ROW 90.44.050) FOR THIS PLAT OR ANY PORTION THEREOF WILL NOT BE SUBJECT TO CURTAILMENT BY THE DEPARTMENT OF ECOLOGY OR A COURT OF LAW.

NOTE:

THE EXISTING UTILITIES AS SHOWN ON THIS MAP REPRESENT THE BEST AVAILABLE INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE SIZE, TYPE, LOCATION, AND DEPTH OF ALL UTILITIES PRIOR TO STARTING CONSTRUCTION OF ANY DISCREPANCIES.

Call Before You Dig
1-800-553-4344

ADJACENT PROPERTY OWNERS:

- 20-14-28000-0007 (046334)
COOPER PASS LLC
206 W 1ST STREET
CLE ELUM, WA 98922
- 20-14-28000-0015 (096334)
EVERETT H. WHITE ETUX
14710 CASCADIAN WAY
LYNNWOOD, WA 98036
- 20-14-28000-0028 (626334)
GARY J. RUTMAN ETUX
PO BOX 428
EASTON, WA 98925
- 20-14-28051-0005 (896936)
JOSEPH TURNER ETUX
561 STORIE LANE
CLE ELUM, WA 98922
- 20-14-28051-0008 (178936)
PAUL R. HUTCHISON ETUX
650 STORIE LANE
CLE ELUM, WA 98922
- 20-14-28051-0009 (188938)
ANTHONY & DOLORES M. GALINSKY
600 STORIE LANE
CLE ELUM, WA 98922

RECORDER'S CERTIFICATE: _____

FILED FOR RECORD THIS ____ DAY OF _____, 20__ AT _____, WA
IN BOOK _____ OF _____ AT PAGE _____ AT THE REQUEST OF
DAVID P. NELSON
SURVEYOR'S NAME _____

COUNTY AUDITOR

DEPUTY COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF _____
IN O.C.L. NO. 20.08

DAVID P. NELSON
CERTIFICATE NO. 18092

PLAT ALTERATION
LOT 6 & LOT 7 OF LITTLE CREEK RANCHES
A PORTION OF THE EAST 1/2 OF THE SE 1/4
SECTION 28, T.20N, R.14E, W.14
KITITAS COUNTY, STATE OF WASHINGTON

DWN BY	DATE	JOB NO.
G. WEISER	11/09	09099
CHKD BY	SCALE	SHEET
D. NELSON	N/A	2 OF 2



Encompass
ENGINEERING & SURVEYING

108 EAST 2ND STREET
CLE ELUM, WA 98922
PHONE: (509) 674-7433
FAX: (509) 674-7419

09099 LOT 6

Point # 1					10000.000	10000.000
N	58	24	55	E	86.360	
Point # 2					10045.232	10073.567
N	52	42	58	E	68.630	
Point # 3					10086.805	10128.172
N	45	40	55	E	102.770	
Point # 4					10158.605	10201.701
S	60	58	47	E	511.900	
Point # 5					9910.272	10649.331
S	45	19	34	E	50.000	
Radius Point # 6					9875.119	10684.887
Delta = 50 56 45					Length = 44.459	Tangent = 23.820
S	83	43	41	W	50.000	
Point # 7					9869.656	10635.187
S	41	38	0	W	256.530	
Point # 8					9677.923	10464.758
N	55	16	41	W	565.450	
Point # 9					10000.000	10000.000

AREA = 144,519.19 sf (3.3177 acres)

LENGTH = 1591.64

NORTHING ERROR = +0.000

EASTING ERROR = +0.000

LINEAR ERROR = S 6 14 57 E 0.000

09099 LOT 7

Point # 1						10000.000		10000.000
	N	41	59	35	E		83.150	
Point # 2						10061.799		10055.631
	S	55	16	41	E		565.450	
Point # 3						9739.722		10520.389
	N	41	38	0	E		256.530	
Point # 4						9931.456		10690.817
	N	83	45	41	E		50.000	
Radius Point # 5							9936.889	10740.521
							Length = 36.753	Tangent = 19.251
	S	41	38	44	W		50.000	
Point # 6						9899.526		10707.295
	S	41	38	2	W		498.820	
Point # 7						9526.705		10375.895
	N	55	39	57	W		459.330	
Point # 8						9785.776		9996.598
	N	0	54	36	E		214.250	
Point # 9						9999.999		10000.000

AREA = 151,199.63 sf (3.4711 acres)

LENGTH = 2077.53

NORTHING ERROR = -0.001

EASTING ERROR = +0.000

LINEAR ERROR = S 11 53 6 E 0.002

AMENDED
SUBDIVISION GUARANTEE

Office File Number : 0110516
Guarantee Number : WA2011-46-0110516-2009.72030-79397456
Dated : December 2, 2009, at 8:00am
Liability Amount : \$ 1,000.00
Premium : \$ 435.00
Tax : \$ 34.80

Your Reference : Cooper Pass/Sapphire Skies

Name of Assured: Brookside Consulting

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:

That portion of the Southeast Quarter of the Southeast Quarter of Section 28, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington, lying Southerly of the Kittitas Reclamation District's Main Canal known as the "Highline Canal", being more particularly described as follows:

Commencing at a found 5/8" iron pin in a rock mound marking the Southeast corner of the Southeast Quarter of said Section 28, said point being the true point of beginning;
thence South 89°44'42" West, along the South line of said Southeast Quarter of the Southeast Quarter of said Section 28, said point bears North 89°44'42" East, a distance of 1,309.74 feet from a found iron pin with aluminum cap marking the Southwest corner of the Southeast Quarter of said Section 28;
thence North 00°13'17" East, along the West line of said Southeast Quarter of the Southeast Quarter, a distance of 894.47 feet to a point on the centerline of the Kittitas Reclamation District's Main Canal known as the "Highline Canal";
thence South 56°21'18" East, along the centerline of said canal, a distance of 750.01 feet to the beginning of a 191.00 foot radius curve concave to the North;
thence Easterly along the centerline of said canal and along the centerline of said curve, through a central angle of 64°36'00", an arc distance of 215.33 feet;
thence North 59°02'42" East, along the centerline of said canal, a distance of 457.80 feet to the beginning of a 716.30 foot radius curve concave to the Southeast;
thence Northeasterly along the centerline of said canal and along the centerline of said curve, through a central angle of 07°58'58" an arc distance of 99.80 feet to a point on the East line of the Southeast Quarter of the Southeast Quarter of said Section 28, said point bears South 00°16'42" West a distance of 1,894.58 feet from a found 5/8" iron pin with aluminum cap marking the Northeast corner of the Southeast Quarter of said Section 28;
thence South 00°16'42" West, along the East line of the Southeast Quarter of the Southeast Quarter of said Section 28 a distance of 749.00 feet to the true point of beginning.

Title to said real property is vested in:

COOPER PASS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

END OF SCHEDULE A

(SCHEDULE B)

File No. 0110516

Guarantee Number: WA2011-46-0110516-2009.72030-79397456

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. General taxes and assessments for the year 2009 have been paid.

<u>Amount</u>	<u>Tax Parcel No.</u>
\$ 1,048.54	20-14-28000-0007 (046334)

5. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefore.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

6. 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 18, 1948, under Kittitas County Auditor's File No. 202140.

For : The right of way and easement to construct, operate, maintain, replace and remove such communication system as said grantee may from time to time require, together with the right of ingress and egress over and across said lands

Affects : Said premises

7. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, delineated on the face of, or dedicated by, Survey

For : Kittitas Reclamation District Irrigation Canal known as the Highline Canal

Affects : A strip of land along North line in varying widths of seventy to one hundred feet

Survey : Volume 14, page 46

8. Amendatory Contract, governing reclamation and irrigation matters:

Parties : The United States of America and the Kittitas Reclamation District

Dated : January 20, 1949

Recorded : May 25, 1949, in Volume 82 of Deeds, page 69

Auditor's File No. : 208267

Affects : Said premises and other lands within the said irrigation district. Said contract governs construction, charges, protection of water rights, irrigation rights, obligations, responsibilities and all related matters.

(SCHEDULE B)

File No. 0110516

Guarantee Number: WA2011-46-0110516-2009.72030-79397456

9. 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)
10. The following as set forth in document recorded July 21, 1986, under Auditor's File No. 497083:
- "All access roads to individual parcels, constructed from designated easements shall be required to have culverts installed to meet County specifications and standards."
11. Maintenance provisions for bridge across the Highline Canal appurtenant to said premises as set forth in Agreement and Consent to Use entered into by and between the United States of America, Cle Elum's Sapphire Skies, LLC and Talmadge Glen, LLC, dated January 10, 2005, recorded January 24, 2005 under Auditor's File No. 200501240076.
12. Easement Agreement for Ingress, Egress and Utilities, and the terms and conditions thereof, executed by and between the parties herein named:
- Between : Mike Witte and Diane Witte, husband and wife; Mark Witte and
Christine Witte, husband and wife; Cle Elum's Sapphire Skies,
and Talmadge Glen, LLC, their successors and assigns
- Dated : August 25, 2004
- Recorded : March 21, 2005
- Auditor's File No. : 200503210044
- First Amendment to Easement for Ingress, Egress and Utilities, and the terms and conditions thereof, entered into by and between Mike and Diane Witte and Mark and Christine Witte, as Grantor, and Northland Resources, LLC; Fortune Creek, LLC; Saddle Ridge, LLC; Cool Water, LLC and Back Country, LLC, as Grantees, dated October 9, 2006, recorded October 18, 2006 under Auditor's File No. 200610180040.
- Second Amendment to Easement for Ingress, Egress and Utilities, recorded April 22, 2009, under Kittitas County Auditor's File No. 200904220001.
13. DEED OF TRUST, and the terms and conditions thereof:
- Grantor : Cooper Pass, LLC, a Washington Limited Liability Company
- Trustee : AmeriTitle
- Beneficiary : American Exchange Services, Inc., an Oregon Corporation
- Amount : \$220,000.00, plus interest
- Dated : January 30, 2007
- Recorded : February 01, 2007
- Auditor's File No. : 200702010038

(SCHEDULE B)

File No. 0110516

Guarantee Number: WA2011-46-0110516-2009.72030-79397456

(EXCEPTION NO. 13 CONTINUED)

Assignment of said Deed of Trust:

Assignee : Mike E. Witte and Diane M. Witte, husband and wife, as to an undivided one-half interest and Mark A. Witte and Christine L. Witte, husband and wife, as to an undivided one-half interest

Dated : January 23, 2007

Recorded : February 8, 2007

Auditor's File No. : 200702080039

END OF EXCEPTIONS

Notes:

1. 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

AW/ko/lam

1 cc: Brookside Consulting / Allison Kimball
brooksideconsulting@gmail.com

1 cc: Cle Elum Sapphire Skies / Colleen
colleen@sapphireskies.net

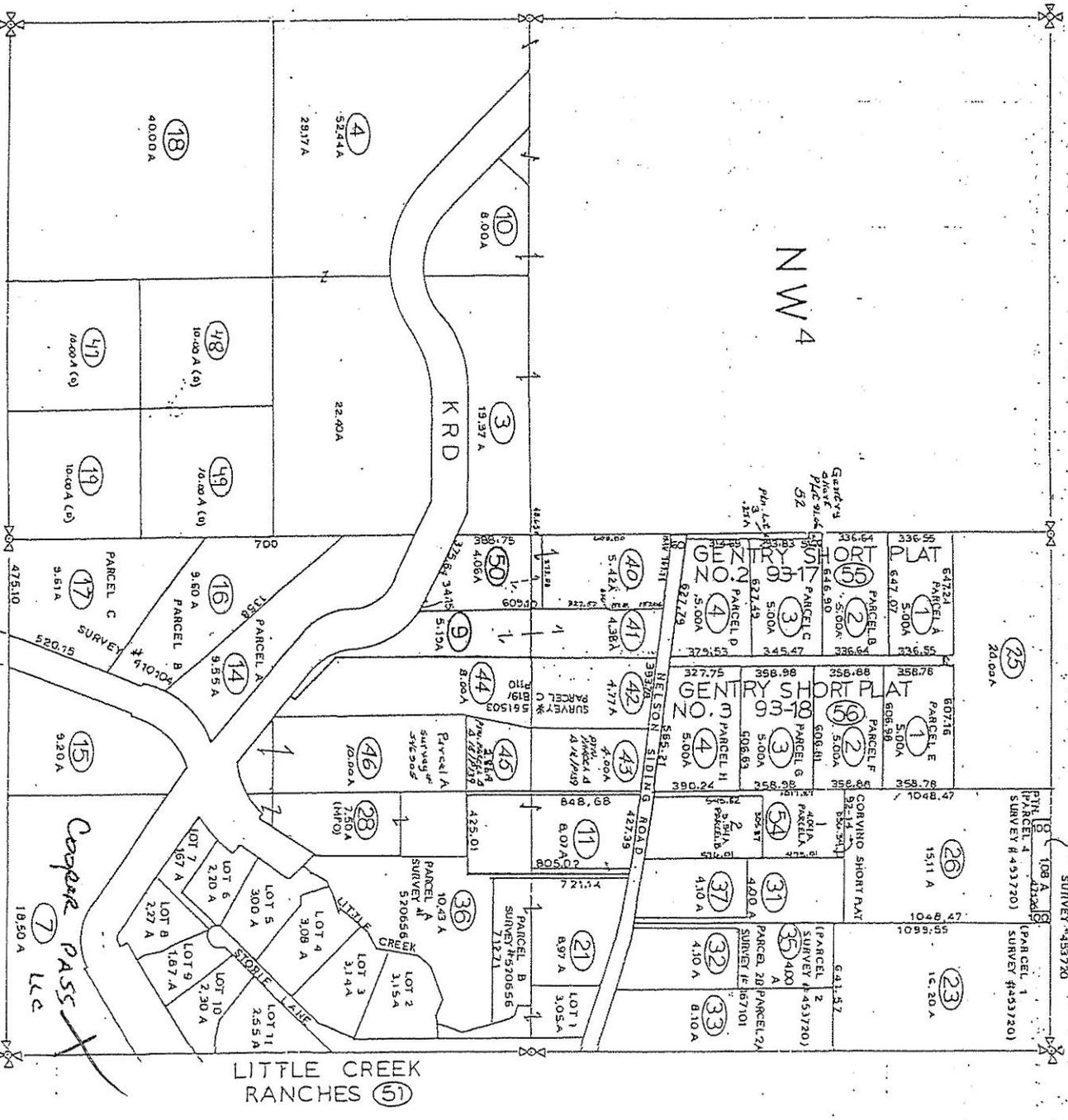
OFFICIAL MAP

NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT OF COUNTY ASSESSOR

2/21/19

SCALE: 1 INCH=400 FEET

28.20.14



This line is One inch on original

NO. 0110565

LIABILITY \$1,000.00

FEE \$250.00

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company,
GUARANTEES

Policy No. WA2011-46-0110565-2009.72030-79450670

BROOKSIDE CONSULTING

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: 12/09/09 at 8:00a.m.

CHICAGO TITLE INSURANCE COMPANY

By *[Signature]*
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.

WA2011 0110565
AmeriTitle
503 North Pearl St
Ellensburg, WA 98926

CHICAGO TITLE INSURANCE COMPANY

By: *[Signature]* President
ATTEST *[Signature]* Secretary



SUBDIVISION GUARANTEE

Office File Number : 0110565
Guarantee Number : WA2011-46-0110565-2009.72030-79450670
Dated : December 9, 2009, at 8:00am
Liability Amount : \$ 1,000.00
Premium : \$ 250.00
Tax : \$ 20.00

Your Reference : FORTUNE CREEK / SAPPHIRE SKIES

Name of Assured: BROOKSIDE CONSULTING

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:

PARCEL A:

Parcel 2 of that certain Survey as recorded January 2, 2004, in Book 29 of Surveys, pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington; being a portion of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington;

PARCEL B:

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as delineated on that certain survey recorded January 2, 2004 in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington, being a portion of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington, AND

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as delineated on that certain survey recorded November 1, 2004, in Book 30 of Surveys, Pages 177 and 178, under Auditor's File No. 200411010033, records of Kittitas County, Washington, being a portion of the Northwest Quarter of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington, AND

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as conveyed in deed recorded June 27, 2003, under Auditor's File No. 200306270053, affecting portions of Sections 3 and 4, Township 19 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

Title to said real property is vested in:

FORTUNE CREEK, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

END OF SCHEDULE A

(SCHEDULE B)

File No. 0110565

Guarantee Number: WA2011-46-0110565-2009.72030-79450670

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. General taxes and assessments for the year 2009 have been paid.

<u>Amount</u>	<u>Tax Parcel No.</u>
\$ 33.39	20-14-33000-0002 (11899)

5. 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.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

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 Little Creek Easement Owners Association, which are paid current through date of policy.
7. 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 October 17, 1942, in Volume 65, Page 412, under Kittitas County Auditor's File No. 170285.
In favor of : The United States of America
For : Road
Affects : A strip of land 14 feet in width with such additional widths as are necessary to provide for cuts, fills and turnouts and for curves at the angle points, over and across the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.
8. 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 October 11, 1944, in Book 69 of Deeds, Page 54, under Kittitas County Auditor's File No. 180062.
In favor of : United States of America
For : One or more electric power transmission lines and one or more telephone and/or telegraph lines
Affects : A strip of land 125 feet wide over and across a portion of Section 33, Township 20 North, Range 14 East, W.M.

(SCHEDULE B)

File No. 0110565

Guarantee Number: WA2011-46-0110565-2009.72030-79450670

9. 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 5, 1957, in Volume 100, Page 244, under Kittitas County Auditor's File No. 264191.
In favor of : The United States of America
For : The right to divert the waters of Little Creek and to construct and maintain a new channel
Affects : A portion of the East Half of the Southwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.
10. 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 December 30, 1969, in Volume 117, Page 346, under Kittitas County Auditor's File No. 317936.
In favor of : The United States of America
For : Transmission line and access road
Affects : A portion of Section 33, Township 20 North, Range 14 East, W.M.
11. 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 2, 1975, in Volume 61, Page 36, under Kittitas County Auditor's File No. 397236.
In favor of : The United States of America
For : Road
Affects : A strip of land 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills over and across a portion of the Southwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.
12. 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 November 19, 1975, in Volume 66, Page 548, under Kittitas County Auditor's File No. 401257.
In favor of : The United States of America
For : Road
Affects : A strip of land 33 feet in width on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills over and across a portion of Section 33, Township 20 North, Range 14 East, W.M.
13. 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)
14. 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;

(SCHEDULE B)

File No. 0110565

Guarantee Number: WA2011-46-0110565-2009.72030-79450670

(EXCEPTION NO. 14 CONTINUED)

(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.

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;

(SCHEDULE B)

File No. 0110565

Guarantee Number: WA2011-46-0110565-2009.72030-79450670

(EXCEPTION NO. 14 CONTINUED)

- 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 January 15, 1993 in Volume 338, Page 1932, under Auditor's File No. 556252 which "does hereby release, remise and quitclaim, without any covenants of warranty whatsoever, unto Plum Creek Timber Company, L.P., a Delaware limited partnership, and to its successors and assigns, all of the rights, title and interest of the Grantor in and to the Reserved Minerals, as said Reserved Minerals and all rights and appurtenances thereto are defined and reserved to PCTC, Inc. in and under the "Deed to Plum Creek Timber Company, L.P." from PCTC, Inc. to Plum Creek Timber Company, L.P. executed on June 21, 1989, effective on June 8, 1989, recorded June 30, 1989, under Document No. 521473, records of Kittitas County, Washington, which Reserved Minerals and rights and appurtenances were subsequently conveyed by PCTC, Inc. to Grantor pursuant to that document entitled "Conveyance of Minerals Reserved under Deed to Plum Creek Timber Company, L.P." executed on June 21, 1989, effective June 8, 1989, recorded June 30, 1989 under Document No. 521474, records of Kittitas County, Washington." We further note by Warranty Deed recorded June 30, 1999 under Auditor's File No. 199906300046, the interest of Plum Creek Timber Company, L.P., a Delaware Limited Partnership, was conveyed to Plum Creek Land Company, a Delaware corporation.

Present ownership and other matters affecting said reservation not shown herein.

- 15. Terms and conditions of agreement
 - Recorded : May 31, 1991
 - Auditor's File No : 539737
 - 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.

- 16. Partial waiver of surface use rights.
 - Dated : February 13, 1992
 - Recorded : April 8, 1996
 - Auditor's File No. : 199604080028
 - By : Meridian Oil Inc.

- 17. Unrecorded Lease of "Seed Orchard Area" dated June 27, 2003, upon the terms, covenants and conditions therein provided; memorandum thereof dated June 25, 2003, recorded June 27, 2003, in the office of the recording officer of Kittitas County, Washington, under recording Number 200306270054, affecting a portion of Section 33, Township 20 North, Range 14 East, W.M.,
 - Lessor : Cle Elum's Sapphire Skies, L.L.C., a Washington limited liability company
 - Lessee : Plum Creek Land Company, a Delaware corporation
 - Term : Commences on June 27, 2003 and expires by its own terms twenty-five (25) years from said date unless replaced by a new Agreement between the parties or terminated according to the terms of the Lease Agreement
 - Affects : Portion said premises and other land

(SCHEDULE B)

File No. 0110565

Guarantee Number: WA2011-46-0110565-2009.72030-79450670

18. Matters as set forth/ delineated on Survey recorded January 2, 2004, Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, including but not limited to the following:
- a) 60 foot easement for ingress, egress and utilities
19. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on February 3, 2004, under Kittitas County Auditor's File No. 200402030026.
- For : 60.00 foot easement for ingress, egress and utilities
 - Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot perpetual non-exclusive easement for ingress, egress and utilities, as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington.

20. Declaration of Covenants, Conditions and Restrictions, recorded February 9, 2004, under Kittitas County Auditor's File No. 200402090042, 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. Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
- Between : Harley G. Sheffield and Pamela A. Sheffield, husband and wife, and Cle Elum's Sapphire Skies, LLC, a Washington limited liability company
 - Dated : February 6, 2004
 - Recorded : February 23, 2004
 - Auditor's File No. : 200402230048

Said agreement conveys to Sheffields an easement for ingress, egress and utilities, 60.00 feet in width, as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, with additional provisions for Road Maintenance Agreement.

22. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on May 13, 2004, under Kittitas County Auditor's File No. 200405130037.
- For : 60.00 foot easement for ingress, egress and utilities
 - Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot perpetual non-exclusive easement for ingress, egress and utilities, as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington.

(SCHEDULE B)

File No. 0110565

Guarantee Number: WA2011-46-0110565-2009.72030-79450670

23. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 26, 2004, under Kittitas County Auditor's File No. 200407260103
- For : 60.00 foot easement for ingress, egress and utilities
- Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots, AND "Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

24. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270046.
- For : 60.00 foot easement for ingress, egress and utilities
- Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots,

AND

(SCHEDULE B)

File No. 0110565

Guarantee Number: WA2011-46-0110565-2009.72030-79450670

(SPECIAL EXCEPTION NO. 4 CONTINUED)

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

25. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270058.
- For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots.

AND

"Reserving unto grantor, its successors and assigns, a permanent non-exclusive easement for ingress and egress, utilities, reconstruction, use and maintenance, over, across and upon and along a right-of-way sixty (60) feet in width (hereinafter "Right-of-Way") over the following described portion of Grantee's Property (over the East one hundred feet) (hereinafter the "Burdened Property"). The precise location of said easement within the Burdened Property is to be determined by Grantor (or its successors in interest) at their sole discretion. Once established the Grantor (or its successors in interest) hereby agree to vacate that portion of the easement that is deemed unnecessary by the Grantor (or its successors in interest) to provide legal access to the benefited properties. The purpose of the aforesaid easement rights is to provide Grantor with the right to provide legal access over the Burdened Property to any and all property within Sections 33 of Township 20 North, Range 14 East, W.M. (hereinafter the "Benefited Property"). Grantee acknowledges and agrees that Grantor may assign or partially assign these easement rights to third parties that own or acquire portions of the Benefited Property, at which point said easements shall be considered easements appurtenant to said portions of the Benefited Property."

AND

(SCHEDULE B)

File No. 0110565

Guarantee Number: WA2011-46-0110565-2009.72030-79450670

(SPECIAL EXCEPTION NO. 25 CONTINUED)

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication

26. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270059.
- For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. Subject to any and all easements and conditions of record. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots."

AND

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

27. 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 21, 2005, under Kittitas County Auditor's File No. 200503210044.
- In favor of : Cle Elum's Sapphire Skies, LLC and Talmadge Glen, LLC, their successors and assigns
For : A permanent non-exclusive easement, 60 feet in width, for the purposes of ingress, egress, utilities, construction, reconstruction, use and maintenance
Affects : Said premises and other land

First Amendment recorded October 18, 2006, under Kittitas County Auditor's File No. 200610180040.

(SCHEDULE B)

File No. 0110565

Guarantee Number: WA2011-46-0110565-2009.72030-79450670

28. Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
Between : Steve Henkes and Margitta Henkes, and Cle Elum's Sapphire Skies
Dated : August 26, 2005
Recorded : September 8, 2005
Auditor's File No. : 200509080001

29. DEED OF TRUST, Assignment of Rents, Security Agreement and Fixture Financing Statement and the terms and conditions thereof:
Grantor : Fortune Creek, 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. : 200512280093
Affects : Said premises and other land

Assignment of said Deed of Trust;

Assignee : American Strategic Income Portfolio Inc.-II, a Minnesota corporation
Dated : December 23, 2005
Recorded : May 19, 2006
Auditor's File No. : 200605190011

Modification of Deed of Trust recorded March 20, 2009, under Auditor's File No. 200903200064.

30. DEED OF TRUST, and the terms and conditions thereof:
Grantor : Fortune Creek, LLC, a Washington Limited Liability Company
Trustee : AmeriTitle, Inc., an Oregon corporation
Beneficiary : GDW Capital Partners, LLC, a Washington Limited Liability Corporation
Amount : \$3,200,000.00
Dated : December 23, 2005
Recorded : December 28, 2005
Auditor's File No. : 200512280107
Affects : Said premises and other land

Modification of Deed of Trust recorded March 20, 2009, under Auditor's File No. 200903200066.

Subordination of said Deed of Trust is pursuant to the terms of the Replacement Intercreditor Agreement recorded March 20, 2009, under Kittitas County Auditor's File No. 200903200082.

31. DEED OF TRUST, and the terms and conditions thereof:
Grantor : Fortune Creek, LLC, a Washington limited liability company
Trustee : AmeriTitle, Inc.
Beneficiary : American Strategic Income Portfolio Inc.-II, a corporation
Amount : \$3,200,000.00, plus interest
Dated : March 20, 2009
Recorded : March 20, 2009
Auditor's File No. : 200903200064
Affects : Said premises and other land

(SCHEDULE B)

File No. 0110565

Guarantee Number: WA2011-46-0110565-2009.72030-79450670

32. DEED OF TRUST, and the terms and conditions thereof:
Grantor : Fortune Creek, LLC, a Washington limited liability company
Trustee : AmeriTitle, Inc.
Beneficiary : AGW LLC, an Idaho limited liability company
Amount : \$1,250,000.00, plus interest
Dated : March 20, 2009
Recorded : March 20, 2009
Auditor's File No. : 200903200065
Affects : Said premises and other land
33. Replacement Intercreditor Agreement, and the terms and conditions thereof, executed by and between the parties herein named:
Between : American Strategic Income Portfolio Inc.-II, a Minnesota corporation, AGW, LLC, an Idaho limited liability company, GDW Capital Partners, LLC, a Washington limited liability company, and Storm King, LLC, a Washington limited liability company
Dated : March 20, 2009
Recorded : March 20, 2009
Auditor's File No. : 200903200082
34. Terms and conditions of those certain appurtenant easements described in Parcel B of Tract 2 of the legal description set forth in Schedule "A" of this report as contained in deed recorded June 27, 2003, under Auditor's File No. 200306270053.
35. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of Little Creek, if navigable.
36. Any question that may arise due to shifting or change in the course of the creek herein named, or due to said creek having changed its course.
Regarding: Little Creek.
37. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, and the right of use, control, or regulation by the United States of America in exercise of power over navigation.
38. Right of the United States Forest Service or other Government Agency to control (which includes, but is not limited to, the right to close, open or make assessments for) the use of any Forest Service Roads which may abut, or which may be used for access to the property described in this commitment; and therefore insuring provision Four, "No right of access to and from the Land" on the face of the policy is hereby subordinated to said road.
39. A portion of the access to said premises is over U.S. Forest Service Road and is subject to the terms, conditions, regulations and restrictions of the U.S. Forest Service.

END OF EXCEPTIONS

Notes:

(SCHEDULE B)

File No. 0110565

Guarantee Number: WA2011-46-0110565-2009.72030-79450670

1. 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

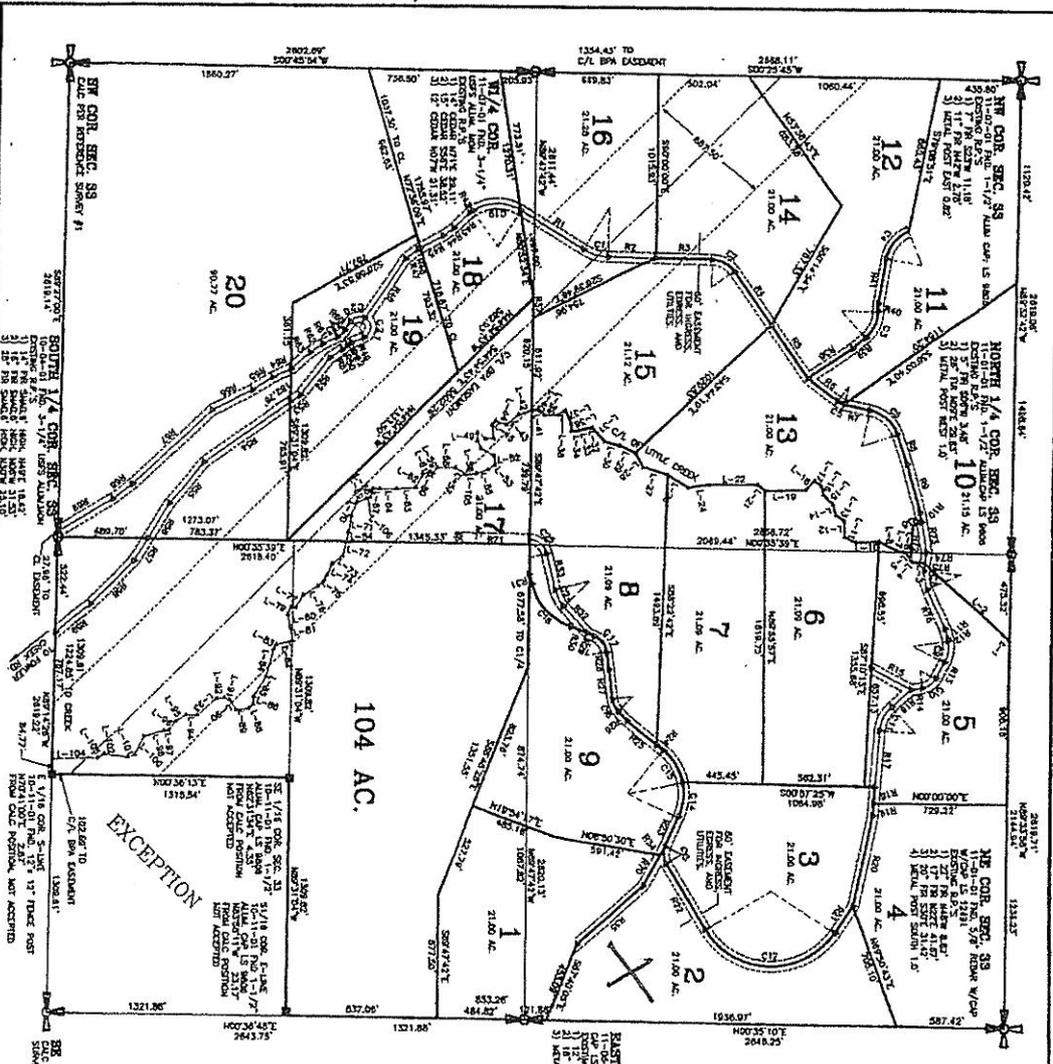
AW/lam

1 cc: Brookside Consulting / Allison Kimball
brooksideconsulting@gmail.com

1 cc: Cle Elum Sapphire Skies / Colleen
colleen@sapphireskies.net

200401070042

29-187

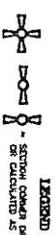
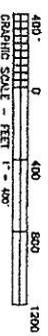


BOUNDARY LINE ADJUSTMENT

THE NE 1/4 NE 1/4, SE 1/4 NE 1/4, SW 1/4 NE 1/4, NW 1/4 NE 1/4, THE NE 1/4 SE 1/4, SW 1/4 SE 1/4, NW 1/4 SE 1/4, NW 1/4 SW 1/4, THE NE 1/4 SW 1/4, SE 1/4 SW 1/4, SW 1/4 SW 1/4, NW 1/4 SW 1/4, ALL IN SECTION 33, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M. KITTITAS COUNTY, WASHINGTON

EAST 1/4 COR. SEC. 33

1) 11'-0" TO 11'-7" FROM W/CP
2) 11'-7" TO 11'-11" FROM W/CP
3) 11'-11" TO 11'-11" FROM W/CP
4) 11'-11" TO 11'-11" FROM W/CP



REFERENCE SURVEYS

1) S.W. 1/4 SEC. 33, T. 20N, R. 14E, S. 18112
2) S.W. 1/4 SEC. 33, T. 20N, R. 14E, S. 18112
3) S.W. 1/4 SEC. 33, T. 20N, R. 14E, S. 18112



AUDITOR'S CERTIFICATE

I, the Auditor of the State of Washington, do hereby certify that the above described land is the property of the State of Washington and is not subject to taxation.

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly licensed Surveyor of the State of Washington, do hereby certify that the above described land is the property of the State of Washington and is not subject to taxation.

RECORD OF SURVEY DESCRIPTION

ALL OF THE ABOVE DESCRIBED LAND IS THE PROPERTY OF THE STATE OF WASHINGTON AND IS NOT SUBJECT TO TAXATION.

BUMPH & ASSOCIATES LAND SURVEYORS, INC.

1088 S. MARKET BLVD., CHEWELLS, WA 98532
PHONE (509) 748-1551 FAX (509) 748-6282

DATE: DECEMBER 22, 2003 JOB #: 03-2328-3
DRAWN BY: J. BENTLEY/NORMA SCALE: 1" = 400' SHEET 1 OF 2

29/187

200401070042

200401020042

29-188

BOUNDARY LINE ADJUSTMENT

THIS PROPERTY OF THE NE1/4 NE1/4, SE1/4 NE1/4, SW1/4 NE1/4, NW1/4 NE1/4, THE NE1/4 SE1/4, SW1/4 SE1/4, NW1/4 SE1/4, NW1/4 SW1/4, THE NE1/4 NW1/4, SE1/4 NW1/4, SW1/4 NW1/4, NW1/4 NW1/4, ALL IN SECTION 33, TOWNSHIP 20 NORTH, RANGE 14 EAST, T1N, R14E, KITITAS COUNTY, WASHINGTON

LINE CALL TABLE

Table with columns: Course, Distance, and Remarks. Contains survey data for line calls.

LINE CALL TABLE

Table with columns: Course, Distance, and Remarks. Contains survey data for line calls.

LINE CALL TABLE

Table with columns: Course, Distance, and Remarks. Contains survey data for line calls.

CURVE TABLE

Table with columns: Curve, Station, Radius, Length, and Data. Contains curve data for the survey.

AUDITOR'S CERTIFICATE

PAID FOR RECORD THIS 2 DAY OF APRIL 1904 AT \$3.00 PER BOOK 29 OF BOOKS OF SALES OF LAND...

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN CONFORMANCE WITH THE ACTS OF CONGRESS...

RECORD OF SURVEY DESCRIPTION

ALL OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 14 EAST, T1N, R14E, KITITAS COUNTY, WASHINGTON, BEING THE NE1/4, SE1/4, SW1/4, NW1/4...



BLUMH & ASSOCIATES LAND SURVEYORS INC. 1008 S. WARENET BLVD., CHELSEA, VA 20312

DATE: October 22, 2004 JOB # 01-51862-3 SHEET 3 OF 3

29/188

200401020042

NO. 0110566

LIABILITY \$1,000.00

FEE \$250.00

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company,
GUARANTEES

Policy No. WA2011-46-0110566-2009.72030-79451478

BROOKSIDE CONSULTING

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: 12/10/09 at 8:00a.m.

CHICAGO TITLE INSURANCE COMPANY

By *[Signature]*
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.

WA2011 0110566
AmeriTitle
503 North Pearl St
Ellensburg, WA 98926

CHICAGO TITLE INSURANCE COMPANY



By: *[Signature]* President
ATTEST *[Signature]* Secretary

SUBDIVISION GUARANTEE

Office File Number : 0110566
Guarantee Number : WA2011-46-0110566-2009.72030-79451478
Dated : December 10, 2009, at 8:00am
Liability Amount : \$ 1,000.00
Premium : \$ 250.00
Tax : \$ 20.00

Your Reference : FORTUNE CREEK / SAPPHIRE SKIES

Name of Assured: BROOKSIDE CONSULTING

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:

PARCEL A:

Parcel 7 of that certain Survey as recorded January 2, 2004, in Book 29 of Surveys, pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington; being a portion of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington;

PARCEL B:

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as delineated on that certain survey recorded January 2, 2004 in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington, being a portion of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington, AND

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as delineated on that certain survey recorded November 1, 2004, in Book 30 of Surveys, Pages 177 and 178, under Auditor's File No. 200411010033, records of Kittitas County, Washington, being a portion of the Northwest Quarter of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington, AND

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as conveyed in deed recorded June 27, 2003, under Auditor's File No. 200306270053, affecting portions of Sections 3 and 4, Township 19 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

Title to said real property is vested in:

FORTUNE CREEK, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

END OF SCHEDULE A

(SCHEDULE B)

File No. 0110566

Guarantee Number: WA2011-46-0110566-2009.72030-79451478

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. General taxes and assessments for the year 2009 have been paid.

<u>Amount</u>	<u>Tax Parcel No.</u>
\$ 23.39	20-14-33000-0007 (11901)

5. 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.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

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 Little Creek Easement Owners Association, which are paid current through date of policy.
7. 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 October 17, 1942, in Volume 65, Page 412, under Kittitas County Auditor's File No. 170285.
In favor of : The United States of America
For : Road
Affects : A strip of land 14 feet in width with such additional widths as are necessary to provide for cuts, fills and turnouts and for curves at the angle points, over and across the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.
8. 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 October 11, 1944, in Book 69 of Deeds, Page 54, under Kittitas County Auditor's File No. 180062.
In favor of : United States of America
For : One or more electric power transmission lines and one or more telephone and/or telegraph lines
Affects : A strip of land 125 feet wide over and across a portion of Section 33, Township 20 North, Range 14 East, W.M.

(SCHEDULE B)

File No. 0110566

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9. 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 5, 1957, in Volume 100, Page 244, under Kittitas County Auditor's File No. 264191.
In favor of : The United States of America
For : The right to divert the waters of Little Creek and to construct and maintain a new channel
Affects : A portion of the East Half of the Southwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.
10. 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 December 30, 1969, in Volume 117, Page 346, under Kittitas County Auditor's File No. 317936.
In favor of : The United States of America
For : Transmission line and access road
Affects : A portion of Section 33, Township 20 North, Range 14 East, W.M.
11. 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 2, 1975, in Volume 61, Page 36, under Kittitas County Auditor's File No. 397236.
In favor of : The United States of America
For : Road
Affects : A strip of land 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills over and across a portion of the Southwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.
12. 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 November 19, 1975, in Volume 66, Page 548, under Kittitas County Auditor's File No. 401257.
In favor of : The United States of America
For : Road
Affects : A strip of land 33 feet in width on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills over and across a portion of Section 33, Township 20 North, Range 14 East, W.M.
13. 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)
14. 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;

(SCHEDULE B)

File No. 0110566

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(EXCEPTION NO. 14 CONTINUED)

(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.

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;

(SCHEDULE B)

File No. 0110566

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(EXCEPTION NO. 14 CONTINUED)

- 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 January 15, 1993 in Volume 338, Page 1932, under Auditor's File No. 556252 which "does hereby release, remise and quitclaim, without any covenants of warranty whatsoever, unto Plum Creek Timber Company, L.P., a Delaware limited partnership, and to its successors and assigns, all of the rights, title and interest of the Grantor in and to the Reserved Minerals, as said Reserved Minerals and all rights and appurtenances thereto are defined and reserved to PCTC, Inc. in and under the "Deed to Plum Creek Timber Company, L.P." from PCTC, Inc. to Plum Creek Timber Company, L.P. executed on June 21, 1989, effective on June 8, 1989, recorded June 30, 1989, under Document No. 521473, records of Kittitas County, Washington, which Reserved Minerals and rights and appurtenances were subsequently conveyed by PCTC, Inc. to Grantor pursuant to that document entitled "Conveyance of Minerals Reserved under Deed to Plum Creek Timber Company, L.P." executed on June 21, 1989, effective June 8, 1989, recorded June 30, 1989 under Document No. 521474, records of Kittitas County, Washington." We further note by Warranty Deed recorded June 30, 1999 under Auditor's File No. 199906300046, the interest of Plum Creek Timber Company, L.P., a Delaware Limited Partnership, was conveyed to Plum Creek Land Company, a Delaware corporation.

Present ownership and other matters affecting said reservation not shown herein.

- 15. Terms and conditions of agreement
 - Recorded : May 31, 1991
 - Auditor's File No : 539737
 - 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.
- 16. Partial waiver of surface use rights.
 - Dated : February 13, 1992
 - Recorded : April 8, 1996
 - Auditor's File No. : 199604080028
 - By : Meridian Oil Inc.
- 17. Unrecorded Lease of "Seed Orchard Area" dated June 27, 2003, upon the terms, covenants and conditions therein provided; memorandum thereof dated June 25, 2003, recorded June 27, 2003, in the office of the recording officer of Kittitas County, Washington, under recording Number 200306270054, affecting a portion of Section 33, Township 20 North, Range 14 East, W.M.,
 - Lessor : Cle Elum's Sapphire Skies, L.L.C., a Washington limited liability company
 - Lessee : Plum Creek Land Company, a Delaware corporation
 - Term : Commences on June 27, 2003 and expires by its own terms twenty-five (25) years from said date unless replaced by a new Agreement between the parties or terminated according to the terms of the Lease Agreement
 - Affects : Portion said premises and other land

(SCHEDULE B)

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18. Matters as set forth/ delineated on Survey recorded January 2, 2004, Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, including but not limited to the following:
a) 60 foot easement for ingress, egress and utilities
19. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on February 3, 2004, under Kittitas County Auditor's File No. 200402030026.
For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot perpetual non-exclusive easement for ingress, egress and utilities, as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington.

20. Declaration of Covenants, Conditions and Restrictions, recorded February 9, 2004, under Kittitas County Auditor's File No. 200402090042, 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. Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
Between : Harley G. Sheffield and Pamela A. Sheffield, husband and wife, and Cle Elum's Sapphire Skies, LLC, a Washington limited liability company
Dated : February 6, 2004
Recorded : February 23, 2004
Auditor's File No. : 200402230048

Said agreement conveys to Sheffields an easement for ingress, egress and utilities, 60.00 feet in width, as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, with additional provisions for Road Maintenance Agreement.

22. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on May 13, 2004, under Kittitas County Auditor's File No. 200405130037.
For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot perpetual non-exclusive easement for ingress, egress and utilities, as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington.

(SCHEDULE B)

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23. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 26, 2004, under Kittitas County Auditor's File No. 200407260103
- For : 60.00 foot easement for ingress, egress and utilities
- Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots, AND "Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

24. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270046.
- For : 60.00 foot easement for ingress, egress and utilities
- Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots,

AND

(SCHEDULE B)

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(EXCEPTION NO. 24 CONTINUED)

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

25. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270058.

For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots.

AND

"Reserving unto grantor, its successors and assigns, a permanent non-exclusive easement for ingress and egress, utilities, reconstruction, use and maintenance, over, across and upon and along a right-of-way sixty (60) feet in width (hereinafter "Right-of-Way") over the following described portion of Grantee's Property (over the East one hundred feet) (hereinafter the "Burdened Property"). The precise location of said easement within the Burdened Property is to be determined by Grantor (or its successors in interest) at their sole discretion. Once established the Grantor (or its successors in interest) hereby agree to vacate that portion of the easement that is deemed unnecessary by the Grantor (or its successors in interest) to provide legal access to the benefited properties. The purpose of the aforesaid easement rights is to provide Grantor with the right to provide legal access over the Burdened Property to any and all property within Sections 33 of Township 20 North, Range 14 East, W.M. (hereinafter the "Benefited Property"). Grantee acknowledges and agrees that Grantor may assign or partially assign these easement rights to third parties that own or acquire portions of the Benefited Property, at which point said easements shall be considered easements appurtenant to said portions of the Benefited Property."

AND

(SCHEDULE B)

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(EXCEPTION NO. 25 CONTINUED)

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication

26. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270059.

For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. Subject to any and all easements and conditions of record. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots."

AND

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

27. 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 21, 2005, under Kittitas County Auditor's File No. 200503210044.

In favor of : Cle Elum's Sapphire Skies, LLC and Talmadge Glen, LLC, their successors and assigns
For : A permanent non-exclusive easement, 60 feet in width, for the purposes of ingress, egress, utilities, construction, reconstruction, use and maintenance
Affects : Said premises and other land

(SCHEDULE B)

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(EXCEPTION NO. 27 CONTINUED)

First Amendment recorded October 18, 2006, under Kittitas County Auditor's File No. 200610180040.

28. Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
- Between : Steve Henkes and Margitta Henkes, and Cle Elum's Sapphire Skies
Dated : August 26, 2005
Recorded : September 8, 2005
Auditor's File No. : 200509080001
29. DEED OF TRUST, Assignment of Rents, Security Agreement and Fixture Financing Statement and the terms and conditions thereof:
- Grantor : Fortune Creek, 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. : 200512280093
Affects : Said premises and other land
- Assignment of said Deed of Trust;
- Assignee : American Strategic Income Portfolio Inc.-II, a Minnesota corporation
Dated : December 23, 2005
Recorded : May 19, 2006
Auditor's File No. : 200605190011
- Modification of Deed of Trust recorded March 20, 2009, under Auditor's File No. 200903200064.
30. Land Owner Option Plan Agreement, and the terms and conditions thereof, executed by and between the parties herein named:
- Between : Cle Elum's Sapphire Skies and the Washington State Department of Natural Resources
Dated : August 28, 2005
Recorded : September 12, 2008
Auditor's File No. : 200809120015
Affects : Said premises and other land
31. DEED OF TRUST, and the terms and conditions thereof:
- Grantor : Fortune Creek, LLC, a Washington limited liability company
Trustee : AmeriTitle, Inc.
Beneficiary : American Strategic Income Portfolio Inc.-II, a corporation
Amount : \$3,200,000.00, plus interest
Dated : March 20, 2009
Recorded : March 20, 2009
Auditor's File No. : 200903200064
Affects : Said premises and other land

(SCHEDULE B)

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32. DEED OF TRUST, and the terms and conditions thereof:
Grantor : Fortune Creek, LLC, a Washington limited liability company
Trustee : AmeriTitle, Inc.
Beneficiary : AGW LLC, an Idaho limited liability company
Amount : \$1,250,000.00, plus interest
Dated : March 20, 2009
Recorded : March 20, 2009
Auditor's File No. : 200903200065
Affects : Said premises and other land
33. Replacement Intercreditor Agreement, and the terms and conditions thereof, executed by and between the parties herein named:
Between : American Strategic Income Portfolio Inc.-II, a Minnesota corporation, AGW, LLC, an Idaho limited liability company, GDW Capital Partners, LLC, a Washington limited liability company, and Storm King, LLC, a Washington limited liability company
Dated : March 20, 2009
Recorded : March 20, 2009
Auditor's File No. : 200903200082
34. Terms and conditions of those certain appurtenant easements described in Parcel B of Tract 2 of the legal description set forth in Schedule "A" of this report as contained in deed recorded June 27, 2003, under Auditor's File No. 200306270053.
35. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of Little Creek, if navigable.
36. Any question that may arise due to shifting or change in the course of the creek herein named, or due to said creek having changed its course.
Regarding: Little Creek.
37. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, and the right of use, control, or regulation by the United States of America in exercise of power over navigation.
38. Right of the United States Forest Service or other Government Agency to control (which includes, but is not limited to, the right to close, open or make assessments for) the use of any Forest Service Roads which may abut, or which may be used for access to the property described in this commitment; and therefore insuring provision Four, "No right of access to and from the Land" on the face of the policy is hereby subordinated to said road.
39. A portion of the access to said premises is over U.S. Forest Service Road and is subject to the terms, conditions, regulations and restrictions of the U.S. Forest Service.

END OF EXCEPTIONS

Notes:

(SCHEDULE B)

File No. 0110566

Guarantee Number: WA2011-46-0110566-2009.72030-79451478

1. 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

AW/lam

1 cc: Brookside Consulting / Allison Kimball
brooksideconsulting@gmail.com

1 cc: Cle Elum Sapphire Skies / Colleen
colleen@sapphireskies.net

NO. 0110567

LIABILITY \$1,000.00

FEE \$250.00

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company,
GUARANTEES

Policy No. WA2011-46-0110567-2009.72030-79451899

BROOKSIDE CONSULTING

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: 12/10/09 at 8:00a.m.

CHICAGO TITLE INSURANCE COMPANY

By *Amal Williams*
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.

WA2011 0110567
AmeriTitle
503 North Pearl St
Ellensburg, WA 98926

CHICAGO TITLE INSURANCE COMPANY

By: *Agnes M. Quinn* President
ATTEST *Tom C. Quinn* Secretary



SUBDIVISION GUARANTEE

Office File Number : 0110567
Guarantee Number : WA2011-46-0110567-2009.72030-79451899
Dated : December 10, 2009, at 8:00am
Liability Amount : \$ 1,000.00
Premium : \$ 250.00
Tax : \$ 20.00

Your Reference : SADDLE RIDGE / SAPPHIRE SKIES

Name of Assured: BROOKSIDE CONSULTING

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:

PARCEL A:

Parcel 9 of that certain Survey as recorded January 2, 2004, in Book 29 of Surveys, pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington; being a portion of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington;

PARCEL B:

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as delineated on that certain survey recorded January 2, 2004 in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington, being a portion of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington, AND

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as delineated on that certain survey recorded November 1, 2004, in Book 30 of Surveys, Pages 177 and 178, under Auditor's File No. 200411010033, records of Kittitas County, Washington, being a portion of the Northwest Quarter of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington, AND

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as conveyed in deed recorded June 27, 2003, under Auditor's File No. 200306270053, affecting portions of Sections 3 and 4, Township 19 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

Title to said real property is vested in:

SADDLE RIDGE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

END OF SCHEDULE A

(SCHEDULE B)

File No. 0110567

Guarantee Number: WA2011-46-0110567-2009.72030-79451899

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. General taxes and assessments for the year 2009 have been paid.

<u>Amount</u>	<u>Tax Parcel No.</u>
\$ 27.70	20-14-33000-0009 (17908)

5. 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.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

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 Little Creek Easement Owners Association, which are paid current through date of policy.
7. 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 October 17, 1942, in Volume 65, Page 412, under Kittitas County Auditor's File No. 170285.
In favor of : The United States of America
For : Road
Affects : A strip of land 14 feet in width with such additional widths as are necessary to provide for cuts, fills and turnouts and for curves at the angle points, over and across the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.

8. 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 October 11, 1944, in Book 69 of Deeds, Page 54, under Kittitas County Auditor's File No. 180062.
In favor of : United States of America
For : One or more electric power transmission lines and one or more telephone and/or telegraph lines
Affects : A strip of land 125 feet wide over and across a portion of Section 33, Township 20 North, Range 14 East, W.M.

(SCHEDULE B)

File No. 0110567

Guarantee Number: WA2011-46-0110567-2009.72030-79451899

9. 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 5, 1957, in Volume 100, Page 244, under Kittitas County Auditor's File No. 264191.
In favor of : The United States of America
For : The right to divert the waters of Little Creek and to construct and maintain a new channel
Affects : A portion of the East Half of the Southwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.
10. 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 December 30, 1969, in Volume 117, Page 346, under Kittitas County Auditor's File No. 317936.
In favor of : The United States of America
For : Transmission line and access road
Affects : A portion of Section 33, Township 20 North, Range 14 East, W.M.
11. 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 2, 1975, in Volume 61, Page 36, under Kittitas County Auditor's File No. 397236.
In favor of : The United States of America
For : Road
Affects : A strip of land 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills over and across a portion of the Southwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.
12. 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 November 19, 1975, in Volume 66, Page 548, under Kittitas County Auditor's File No. 401257.
In favor of : The United States of America
For : Road
Affects : A strip of land 33 feet in width on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills over and across a portion of Section 33, Township 20 North, Range 14 East, W.M.
13. 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)
14. 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;

(SCHEDULE B)

File No. 0110567

Guarantee Number: WA2011-46-0110567-2009.72030-79451899

(EXCEPTION NO. 14 CONTINUED)

(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.

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;

(SCHEDULE B)

File No. 0110567

Guarantee Number: WA2011-46-0110567-2009.72030-79451899

(EXCEPTION NO. 14 CONTINUED)

- 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 January 15, 1993 in Volume 338, Page 1932, under Auditor's File No. 556252 which "does hereby release, remise and quitclaim, without any covenants of warranty whatsoever, unto Plum Creek Timber Company, L.P., a Delaware limited partnership, and to its successors and assigns, all of the rights, title and interest of the Grantor in and to the Reserved Minerals, as said Reserved Minerals and all rights and appurtenances thereto are defined and reserved to PCTC, Inc. in and under the "Deed to Plum Creek Timber Company, L.P." from PCTC, Inc. to Plum Creek Timber Company, L.P. executed on June 21, 1989, effective on June 8, 1989, recorded June 30, 1989, under Document No. 521473, records of Kittitas County, Washington, which Reserved Minerals and rights and appurtenances were subsequently conveyed by PCTC, Inc. to Grantor pursuant to that document entitled "Conveyance of Minerals Reserved under Deed to Plum Creek Timber Company, L.P." executed on June 21, 1989, effective June 8, 1989, recorded June 30, 1989 under Document No. 521474, records of Kittitas County, Washington." We further note by Warranty Deed recorded June 30, 1999 under Auditor's File No. 199906300046, the interest of Plum Creek Timber Company, L.P., a Delaware Limited Partnership, was conveyed to Plum Creek Land Company, a Delaware corporation.

Present ownership and other matters affecting said reservation not shown herein.

- 15. Terms and conditions of agreement
 - Recorded : May 31, 1991
 - Auditor's File No : 539737
 - 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.
- 16. Partial waiver of surface use rights.
 - Dated : February 13, 1992
 - Recorded : April 8, 1996
 - Auditor's File No. : 199604080028
 - By : Meridian Oil Inc.
- 17. Unrecorded Lease of "Seed Orchard Area" dated June 27, 2003, upon the terms, covenants and conditions therein provided; memorandum thereof dated June 25, 2003, recorded June 27, 2003, in the office of the recording officer of Kittitas County, Washington, under recording Number 200306270054, affecting a portion of Section 33, Township 20 North, Range 14 East, W.M.,
 - Lessor : Cle Elum's Sapphire Skies, L.L.C., a Washington limited liability company
 - Lessee : Plum Creek Land Company, a Delaware corporation
 - Term : Commences on June 27, 2003 and expires by its own terms twenty-five (25) years from said date unless replaced by a new Agreement between the parties or terminated according to the terms of the Lease Agreement
 - Affects : Portion said premises and other land

(SCHEDULE B)

File No. 0110567

Guarantee Number: WA2011-46-0110567-2009.72030-79451899

18. Matters as set forth/ delineated on Survey recorded January 2, 2004, Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, including but not limited to the following:
- a) 60 foot easement for ingress, egress and utilities
19. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on February 3, 2004, under Kittitas County Auditor's File No. 200402030026.
- For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot perpetual non-exclusive easement for ingress, egress and utilities, as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington.

20. Declaration of Covenants, Conditions and Restrictions, recorded February 9, 2004, under Kittitas County Auditor's File No. 200402090042, 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. Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
- Between : Harley G. Sheffield and Pamela A. Sheffield, husband and wife, and Cle Elum's Sapphire Skies, LLC, a Washington limited liability company
Dated : February 6, 2004
Recorded : February 23, 2004
Auditor's File No. : 200402230048

Said agreement conveys to Sheffields an easement for ingress, egress and utilities, 60.00 feet in width, as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, with additional provisions for Road Maintenance Agreement.

22. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on May 13, 2004, under Kittitas County Auditor's File No. 200405130037.
- For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot perpetual non-exclusive easement for ingress, egress and utilities, as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington.

(SCHEDULE B)

File No. 0110567

Guarantee Number: WA2011-46-0110567-2009.72030-79451899

23. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 26, 2004, under Kittitas County Auditor's File No. 200407260103
- For : 60.00 foot easement for ingress, egress and utilities
- Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots, AND "Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

24. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270046.
- For : 60.00 foot easement for ingress, egress and utilities
- Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots,

AND

(SCHEDULE B)

File No. 0110567

Guarantee Number: WA2011-46-0110567-2009.72030-79451899

(EXCEPTION NO. 24 CONTINUED)

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

25. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270058.

For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots.

AND

"Reserving unto grantor, its successors and assigns, a permanent non-exclusive easement for ingress and egress, utilities, reconstruction, use and maintenance, over, across and upon and along a right-of-way sixty (60) feet in width (hereinafter "Right-of-Way") over the following described portion of Grantee's Property (over the East one hundred feet) (hereinafter the "Burdened Property"). The precise location of said easement within the Burdened Property is to be determined by Grantor (or its successors in interest) at their sole discretion. Once established the Grantor (or its successors in interest) hereby agree to vacate that portion of the easement that is deemed unnecessary by the Grantor (or its successors in interest) to provide legal access to the benefited properties. The purpose of the aforesaid easement rights is to provide Grantor with the right to provide legal access over the Burdened Property to any and all property within Sections 33 of Township 20 North, Range 14 East, W.M. (hereinafter the "Benefited Property"). Grantee acknowledges and agrees that Grantor may assign or partially assign these easement rights to third parties that own or acquire portions of the Benefited Property, at which point said easements shall be considered easements appurtenant to said portions of the Benefited Property."

AND

(SCHEDULE B)

File No. 0110567

Guarantee Number: WA2011-46-0110567-2009.72030-79451899

(SPECIAL EXCEPTION NO. 25 CONTINUED)

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication

26. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270059.

For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. Subject to any and all easements and conditions of record. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots."

AND

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

27. 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 21, 2005, under Kittitas County Auditor's File No. 200503210044.

In favor of : Cle Elum's Sapphire Skies, LLC and Talmadge Glen, LLC, their successors and assigns
For : A permanent non-exclusive easement, 60 feet in width, for the purposes of ingress, egress, utilities, construction, reconstruction, use and maintenance
Affects : Said premises and other land

First Amendment recorded October 18, 2006, under Kittitas County Auditor's File No. 200610180040.

(SCHEDULE B)

File No. 0110567

Guarantee Number: WA2011-46-0110567-2009.72030-79451899

28. Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
- | | | |
|--------------------|---|---|
| Between | : | Steve Henkes and Margitta Henkes, and Cle Elum's Sapphire Skies |
| Dated | : | August 26, 2005 |
| Recorded | : | September 8, 2005 |
| Auditor's File No. | : | 200509080001 |

29. DEED OF TRUST, Assignment of Rents, Security Agreement and Fixture Financing Statement and the terms and conditions thereof:
- | | | |
|--------------------|---|---|
| Grantor | : | Saddle Ridge, 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. | : | 200512280100 |
| Affects | : | Said premises and other land |

Assignment of said Deed of Trust;

Assignee	:	American Strategic Income Portfolio Inc.-II, a Minnesota corporation
Dated	:	December 23, 2005
Recorded	:	May 19, 2006
Auditor's File No.	:	200605190011

Modification of Deed of Trust recorded March 20, 2009, under Auditor's File No. 200903200061.

30. DEED OF TRUST, and the terms and conditions thereof:
- | | | |
|--------------------|---|---|
| Grantor | : | Saddle Ridge, LLC, a Washington Limited Liability Company |
| Trustee | : | AmeriTitle, Inc., an Oregon corporation |
| Beneficiary | : | GDW Capital Partners, LLC, a Washington Limited Liability Corporation |
| Amount | : | \$3,200,000.00 |
| Dated | : | December 23, 2005 |
| Recorded | : | December 28, 2005 |
| Auditor's File No. | : | 200512280102 |
| Affects | : | Said premises and other land |

Modification of Deed of Trust recorded March 20, 2009, under Auditor's File No. 200903200063.

Subordination of said Deed of Trust is pursuant to the terms of the Replacement Intercreditor Agreement recorded March 20, 2009, under Kittitas County Auditor's File No. 200903200082.

31. DEED OF TRUST, and the terms and conditions thereof:
- | | | |
|--------------------|---|--|
| Grantor | : | Saddle Ridge, LLC, a Washington limited liability company |
| Trustee | : | AmeriTitle, Inc. |
| Beneficiary | : | American Strategic Income Portfolio Inc.-II, a corporation |
| Amount | : | \$3,200,000.00, plus interest |
| Dated | : | March 20, 2009 |
| Recorded | : | March 20, 2009 |
| Auditor's File No. | : | 200903200061 |
| Affects | : | Said premises and other land |

(SCHEDULE B)

File No. 0110567

Guarantee Number: WA2011-46-0110567-2009.72030-79451899

32. DEED OF TRUST, and the terms and conditions thereof:
Grantor : Saddle Ridge, LLC, a Washington limited liability company
Trustee : AmeriTitle, Inc.
Beneficiary : AGW LLC, an Idaho limited liability company
Amount : \$1,250,000.00, plus interest
Dated : March 20, 2009
Recorded : March 20, 2009
Auditor's File No. : 200903200062
Affects : Said premises and other land
33. Replacement Intercreditor Agreement, and the terms and conditions thereof, executed by and between the parties herein named:
Between : American Strategic Income Portfolio Inc.-II, a Minnesota corporation, AGW, LLC, an Idaho limited liability company, GDW Capital Partners, LLC, a Washington limited liability company, and Storm King, LLC, a Washington limited liability company
Dated : March 20, 2009
Recorded : March 20, 2009
Auditor's File No. : 200903200082
34. Terms and conditions of those certain appurtenant easements described in Parcel B of Tract 2 of the legal description set forth in Schedule "A" of this report as contained in deed recorded June 27, 2003, under Auditor's File No. 200306270053.
35. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of Little Creek, if navigable.
36. Any question that may arise due to shifting or change in the course of the creek herein named, or due to said creek having changed its course.
Regarding: Little Creek.
37. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, and the right of use, control, or regulation by the United States of America in exercise of power over navigation.
38. Right of the United States Forest Service or other Government Agency to control (which includes, but is not limited to, the right to close, open or make assessments for) the use of any Forest Service Roads which may abut, or which may be used for access to the property described in this commitment; and therefore insuring provision Four, "No right of access to and from the Land" on the face of the policy is hereby subordinated to said road.
39. A portion of the access to said premises is over U.S. Forest Service Road and is subject to the terms, conditions, regulations and restrictions of the U.S. Forest Service.

END OF EXCEPTIONS

Notes:

(SCHEDULE B)

File No. 0110567

Guarantee Number: WA2011-46-0110567-2009.72030-79451899

1. 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

AW/lam

1 cc: Brookside Consulting / Allison Kimball
brooksideconsulting@gmail.com

1 cc: Cle Elum Sapphire Skies / Colleen
colleen@sapphireskies.net

200401020042

2-9-198

BOUNDARY LINE ADJUSTMENT

THE NE1/4 NE1/4, SE1/4 NE1/4, SW1/4 NE1/4, NW1/4 NE1/4, THE NE1/4 SE1/4, SW1/4 SE1/4, NW1/4 SE1/4, THE NE1/4 NW1/4, SW1/4 NW1/4, NW1/4 NW1/4, THE NE1/4 NW1/4, SE1/4 NW1/4, SW1/4 NW1/4, NW1/4 NW1/4, ALL IN SECTION 33, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M. KITTITAS COUNTY, WASHINGTON

LINE CALL TABLE

Table with columns: COURSE, BEARING, DISTANCE. Lists survey points L-1 through L-53 with bearings and distances.

LINE CALL TABLE

Table with columns: COURSE, BEARING, DISTANCE. Lists survey points C-1 through C-108 with bearings and distances.

LINE CALL TABLE

Table with columns: COURSE, BEARING, DISTANCE. Lists survey points N1 through N24 with bearings and distances.

CURVE TABLE

Table with columns: CURVE, BEARING, LENGTH, DATA. Lists curve data for curves C1 through C24.



ADDITIONAL CERTIFICATE

THIS MAP WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF WASHINGTON, PASSED AT THE REGULAR SESSION OF THE LEGISLATURE IN DECEMBER, 1912.

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly qualified and sworn as a Surveyor in and for the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original map as filed in my office on the 20th day of December, 1912.

RECORD OF SURVEY DESCRIPTION

ALL OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M. BY SAID SECTION.

BILHAM & ASSOCIATES LAND SURVEYORS, INC.

1008 S. MARGRET BLVD. CHEWALUS, VA 98532

PHONE (360) 748-1351 FAX (360) 748-6382

29/188

200401020042

NO. 0110568

LIABILITY \$1,000.00

FEE \$250.00

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company,
GUARANTEES

Policy No. WA2011-46-0110568-2009.72030-79452885
BROOKSIDE CONSULTING

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: 12/10/09 at 8:00a.m.

CHICAGO TITLE INSURANCE COMPANY

By *Amal Williams*
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.

WA2011 0110568
AmeriTitle
503 North Pearl St
Ellensburg, WA 98926

CHICAGO TITLE INSURANCE COMPANY

By: *Agnes M. P. L.*
President



ATTEST
Tom C. J.
Secretary

SUBDIVISION GUARANTEE

Office File Number : 0110568
Guarantee Number : WA2011-46-0110568-2009.72030-79452885
Dated : December 10, 2009, at 8:00am
Liability Amount : \$ 1,000.00
Premium : \$ 250.00
Tax : \$ 20.00

Your Reference : COOL WATER LLC / SAPPHIRE SKIES

Name of Assured: BROOKSIDE CONSULTING

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:

PARCEL A:

Parcel 17 of that certain Survey as recorded January 2, 2004, in Book 29 of Surveys, pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington; being a portion of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

PARCEL B:

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as delineated on that certain survey recorded January 2, 2004 in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington; being a portion of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington; AND

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as delineated on that certain survey recorded November 1, 2004, in Book 30 of Surveys, Pages 177 and 178, under Auditor's File No. 200411010033, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 33, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington; AND

A sixty foot (60') easement for ingress, egress and utilities over and under the existing roads as conveyed in deed recorded June 27, 2003, under Auditor's File No. 200306270053, affecting portion of Sections 3 and 4, Township 19 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

Title to said real property is vested in:

COOL WATER, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

END OF SCHEDULE A

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

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. General taxes and assessments for the year 2009 have been paid.

<u>Amount</u>	<u>Tax Parcel No.</u>
\$ 25.80	20-14-33000-0017 (17916)

5. 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.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

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 Little Creek Easement Owners Association, which are paid current through date of policy.
7. 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 October 17, 1942, in Volume 65, Page 412, under Kittitas County Auditor's File No. 170285.
In favor of : The United States of America
For : Road
Affects : A strip of land 14 feet in width with such additional widths as are necessary to provide for cuts, fills and turnouts and for curves at the angle points, over and across the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.
8. 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 October 11, 1944, in Book 69 of Deeds, Page 54, under Kittitas County Auditor's File No. 180062.
In favor of : United States of America
For : One or more electric power transmission lines and one or more telephone and/or telegraph lines
Affects : A strip of land 125 feet wide over and across a portion of Section 33, Township 20 North, Range 14 East, W.M., Parcel 12

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

9. 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 5, 1957, in Volume 100, Page 244, under Kittitas County Auditor's File No. 264191.
In favor of : The United States of America
For : The right to divert the waters of Little Creek and to construct and maintain a new channel
Affects : A portion of the East Half of the Southwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.
10. 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 December 30, 1969, in Volume 117, Page 346, under Kittitas County Auditor's File No. 317936.
In favor of : The United States of America
For : Transmission line and access road
Affects : A portion of Section 33, Township 20 North, Range 14 East, W.M., Parcel 12
11. 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 2, 1975, in Volume 61, Page 36, under Kittitas County Auditor's File No. 397236.
In favor of : The United States of America
For : Road
Affects : A strip of land 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills over and across a portion of the Southwest Quarter of Section 33, Township 20 North, Range 14 East, W.M.
12. 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 November 19, 1975, in Volume 66, Page 548, under Kittitas County Auditor's File No. 401257.
In favor of : The United States of America
For : Road
Affects : A strip of land 33 feet in width on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills over and across a portion of Section 33, Township 20 North, Range 14 East, W.M.
13. 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)
14. 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;

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

(SPECIAL EXCEPTION NO. 14 CONTINUED)

(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.

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;

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

(EXCEPTION NO. 14 CONTINUED)

- 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 January 15, 1993 in Volume 338, Page 1932, under Auditor's File No. 556252 which "does hereby release, remise and quitclaim, without any covenants of warranty whatsoever, unto Plum Creek Timber Company, L.P., a Delaware limited partnership, and to its successors and assigns, all of the rights, title and interest of the Grantor in and to the Reserved Minerals, as said Reserved Minerals and all rights and appurtenances thereto are defined and reserved to PCTC, Inc. in and under the "Deed to Plum Creek Timber Company, L.P." from PCTC, Inc. to Plum Creek Timber Company, L.P. executed on June 21, 1989, effective on June 8, 1989, recorded June 30, 1989, under Document No. 521473, records of Kittitas County, Washington, which Reserved Minerals and rights and appurtenances were subsequently conveyed by PCTC, Inc. to Grantor pursuant to that document entitled "Conveyance of Minerals Reserved under Deed to Plum Creek Timber Company, L.P." executed on June 21, 1989, effective June 8, 1989, recorded June 30, 1989 under Document No. 521474, records of Kittitas County, Washington." We further note by Warranty Deed recorded June 30, 1999 under Auditor's File No. 199906300046, the interest of Plum Creek Timber Company, L.P., a Delaware Limited Partnership, was conveyed to Plum Creek Land Company, a Delaware corporation.

Present ownership and other matters affecting said reservation not shown herein.

- 15. Terms and conditions of agreement
 - Recorded : May 31, 1991
 - Auditor's File No : 539737
 - 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.
- 16. Partial waiver of surface use rights.
 - Dated : February 13, 1992
 - Recorded : April 8, 1996
 - Auditor's File No. : 199604080028
 - By : Meridian Oil Inc.
- 17. Unrecorded Lease of "Seed Orchard Area" dated June 27, 2003, upon the terms, covenants and conditions therein provided; memorandum thereof dated June 25, 2003, recorded June 27, 2003, in the office of the recording officer of Kittitas County, Washington, under recording Number 200306270054, affecting a portion of Section 33, Township 20 North, Range 14 East, W.M.,
 - Lessor : Cle Elum's Sapphire Skies, L.L.C., a Washington limited liability company
 - Lessee : Plum Creek Land Company, a Delaware corporation
 - Term : Commences on June 27, 2003 and expires by its own terms twenty-five (25) years from said date unless replaced by a new Agreement between the parties or terminated according to the terms of the Lease Agreement
 - Affects : Portion said premises and other land

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

18. Matters as setforth/ delineated on Survey recorded January 2, 2004, Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, including but not limited to the following:
 - a) 60 foot easement for ingress, egress and utilities
19. Declaration of Covenants, Conditions and Restrictions, recorded February 9, 2004, under Kittitas County Auditor's File No. 200402090042, 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.
20. Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
Between : Harley G. Sheffield and Pamela A. Sheffield, husband and wife, and Cle Elum's Sapphire Skies, LLC, a Washington limited liability company
Dated : February 6, 2004
Recorded : February 23, 2004
Auditor's File No. : 200402230048
21. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on February 3, 2004, under Kittitas County Auditor's File No. 200402030026.
For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot perpetual non-exclusive easement for ingress, egress and utilities, as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington."

22. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on May 13, 2004, under Kittitas County Auditor's File No. 200405130037.
For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot perpetual non-exclusive easement for ingress, egress and utilities, as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington."

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

23. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 26, 2004, under Kittitas County Auditor's File No. 200407260103
- For : 60.00 foot easement for ingress, egress and utilities
- Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots, AND

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

24. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270046.
- For : 60.00 foot easement for ingress, egress and utilities
- Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots.

AND

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

(SPECIAL EXCEPTION NO. 24 CONTINUED)

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

25. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270058.

For : 60.00 foot easement for ingress, egress and utilities

Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as set forth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. Subject to any and all easements and conditions of record. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots.

AND

"Reserving unto grantor, its successors and assigns, a permanent non-exclusive easement for ingress and egress, utilities, reconstruction, use and maintenance, over, across and upon and along a right-of-way sixty (60) feet in width (hereinafter "Right-of-Way") over the following described portion of Grantee's Property (over the East one hundred feet) (hereinafter the "Burdened Property"). The precise location of said easement within the Burdened Property is to be determined by Grantor (or its successors in interest) at their sole discretion. Once established the Grantor (or its successors in interest) hereby agree to vacate that portion of the easement that is deemed unnecessary by the Grantor (or its successors in interest) to provide legal access to the benefited properties. The purpose of the aforesaid easement rights is to provide Grantor with the right to provide legal access over the Burdened Property to any and all property within Sections 33 of Township 20 North, Range 14 East, W.M. (hereinafter the "Benefited Property"). Grantee acknowledges and agrees that Grantor may assign or partially assign these easement rights to third parties that own or acquire portions of the Benefited Property, at which point said easements shall be considered easements appurtenant to said portions of the Benefited Property."

AND

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

(SPECIAL EXCEPTION NO. 25 CONTINUED)

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

26. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserves by instrument recorded on July 27, 2004, under Kittitas County Auditor's File No. 200407270059.

For : 60.00 foot easement for ingress, egress and utilities
Affects : Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington;

Said easement further provides as setforth below:

"The Grantor herein reserves unto themselves their heirs, successor and assigns, a 60.00 foot (or more as may be necessary for cuts and fills) perpetual non-exclusive easement for ingress, egress and utilities and further sub-division thereof of all properties as shown on Boundary Line Adjustment Survey filed January 2, 2004, in Book 29 of Surveys, at Pages 187 and 188, under Auditor's File No. 200401020042, records of Kittitas County, Washington. Subject to any and all easements and conditions of record. The location of said easement may be reasonably moved to meet the necessary requirements and to accommodate necessary cuts and fills, provided, the relocation of said easement shall not materially impact the building(s) or configuration of any lots.

AND

"Further reserving unto grantor, its successors or assigns, a permanent right to dedicate the aforesaid Right-of-Way over the Burdened Property to Kittitas County or other applicable governmental entity for creation of a public road, right-of-way or trail for public use. By execution of this Deed, Grantee also grants to Grantor and its successor an irrevocable limited power of attorney, coupled with an interest in the Burdened Property, for the sole purpose of executing all documents and instruments necessary to dedicate the Right-of-Way as a public road, right-of-way or trail. Grantee, and his/her successors and assigns hereby agree to execute all such documents and instruments necessary accomplish such dedication."

27. 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 21, 2005, under Kittitas County Auditor's File No. 200503210044.

In favor of : Cle Elum's Sapphire Skies, LLC and Talmadge Glen, LLC, their successors and assigns
For : A permanent non-exclusive easement, 60 feet in width, for the purposes of ingress, egress, utilities, construction, reconstruction, use and maintenance
Affects : Said premises and other land

First Amendment recorded October 18, 2006, under Kittitas County Auditor's File No. 200610180040.

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

28. Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
- Between : Steve Henkes and Margitta Henkes, and Cle Elum's Sapphire Skies
- Dated : August 26, 2005
- Recorded : September 8, 2005
- Auditor's File No. : 200509080001

29. DEED OF TRUST, Assignment of Rents, Security Agreement and Fixture Financing Statement and the terms and conditions thereof:
- Grantor : Cool Water, 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. : 200512280097
- Affects : Parcel 17 and other land

Assignment of said Deed of Trust;

Assignee : American Strategic Income Portfolio Inc.-II, a Minnesota corporation

Dated : December 23, 2005

Recorded : May 19, 2006

Auditor's File No. : 200605190011

Modification of Deed of Trust recorded March 20, 2009, under Auditor's File No. 200903200067.

30. DEED OF TRUST, and the terms and conditions thereof:
- Grantor : Cool Water, LLC, a Washington Limited Liability Company
- Trustee : AmeriTitle, Inc., an Oregon corporation
- Beneficiary : GDW Capital Partners, LLC, a Washington Limited Liability Corporation
- Amount : \$3,200,000.00
- Dated : December 23, 2005
- Recorded : December 28, 2005
- Auditor's File No. : 200512280109
- Affects : Parcel 17 and other land

Modification of Deed of Trust recorded March 20, 2009, under Auditor's File No. 200903200069.

Subordination of said Deed of Trust is pursuant to the terms of the Replacement Intercreditor Agreement recorded March 20, 2009, under Kittitas County Auditor's File No. 200903200082.

31. Land Owner Option Plan Agreement, and the terms and conditions thereof, executed by and between the parties herein named:
- Between : Saddle Ridge LLC; Highmark Resources, LLC; Cool Water LLC; Fortune Creek LLC; Back Country LLC; Cooper Pass LLC and the State of Washington, Department of Natural Resources
- Dated : August 23, 2005
- Recorded : September 12, 2008
- Auditor's File No. : 200809120015
- Affects : Parcel 17 and other land

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

32. DEED OF TRUST, and the terms and conditions thereof:
Grantor : Cool Water, LLC, a Washington limited liability company
Trustee : AmeriTitle, Inc.
Beneficiary : American Strategic Income Portfolio Inc.-II, a corporation
Amount : \$3,200,000.00, plus interest
Dated : March 20, 2009
Recorded : March 20, 2009
Auditor's File No. : 200903200067
Affects : Parcel 17 and other land
33. DEED OF TRUST, and the terms and conditions thereof:
Grantor : Cool Water, LLC, a Washington limited liability company
Trustee : AmeriTitle, Inc.
Beneficiary : AGW LLC, an Idaho limited liability company
Amount : \$1,250,000.00, plus interest
Dated : March 20, 2009
Recorded : March 20, 2009
Auditor's File No. : 200903200068
Affects : Parcel 17 and other land
34. Replacement Intercreditor Agreement, and the terms and conditions thereof, executed by and between the parties herein named:
Between : American Strategic Income Portfolio Inc.-II, a Minnesota corporation, AGW, LLC, an Idaho limited liability company, GDW Capital Partners, LLC, a Washington limited liability company, and Storm King, LLC, a Washington limited liability company
Dated : March 20, 2009
Recorded : March 20, 2009
Auditor's File No. : 200903200082
35. Terms and conditions of those certain appurtenant easements described under Parcel B of Tract 3 of the legal description set forth in Schedule "A" herein as contained in deed recorded June 27, 2003, under Auditor's File No. 200306270053.
36. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of Little Creek, if navigable.
37. Any question that may arise due to shifting or change in the course of the creek herein named, or due to said creek having changed its course.
Regarding: Little Creek
38. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, and the right of use, control, or regulation by the of America in exercise of power over navigation.
39. A portion of the access to said premises is over U.S. Forest Service Road and is subject to the terms, conditions, regulations and restrictions of the U.S. Forest Service.

END OF EXCEPTIONS

Notes:

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

1. 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

AW/lam

1 cc: Brookside Consulting / Allison Kimball
brooksideconsulting@gmail.com

1 cc: Cle Elum Sapphire Skies / Colleen
colleen@sapphireskies.net

(SCHEDULE B)

File No. 0110568

Guarantee Number: WA2011-46-0110568-2009.72030-79452885

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

AW/lam

1 cc: Brookside Consulting / Allison Kimball
brooksideconsulting@gmail.com

1 cc: Cle Elum Sapphire Skies / Colleen
colleen@sapphireskies.net

Please print, sign and return to the Department of Ecology



Water Well Report

Original - Ecology, 1st copy - owner, 2nd copy - driller

Construction/Decommission

Construction
 Decommission ORIGINAL INSTALLATION Notice
of Intent Number 171902

PROPOSED USE: Domestic Industrial Municipal
 DeWater Irrigation Test Well Other

TYPE OF WORK: Owner's number of well (if more than one) _____
 New well Reconditioned Method: Dug Bored Driven
 Deepened Cable Rotary Jetted

DIMENSIONS: Diameter of well 6 inches, drilled 65 ft.
Depth of completed well 65 ft.

CONSTRUCTION DETAILS

Casing Welded 6" Diam. from 42 ft. to 63 ft.
Installed: Liner installed " Diam. from " ft. to " ft.
 Threaded " Diam. from " ft. to " ft.

Perforations: Yes No
Type of perforator used _____
SIZE of perfs _____ in. by _____ in. and no. of perfs _____ from _____ ft. to _____ ft.

Screens: Yes No K-Pac Location _____
Manufacturer's Name _____
Type _____ Model No. _____
Diam. _____ Slot size _____ from _____ ft. to _____ ft.
Diam. _____ Slot size _____ from _____ ft. to _____ ft.

Gravel/Filter packed: Yes No Size of gravel/sand _____ ft. to _____ ft.
Materials placed from _____ ft. to _____ ft.

Surface Seal: Yes No To what depth? 20 ft.
Material used in seal Bestonite
Did any strata contain unusable water? Yes No
Type of water? _____ Depth of strata _____
Method of sealing strata off _____

PUMP: Manufacturer's Name _____
Type: _____ H.P. _____

WATER LEVELS: Land-surface elevation above mean sea level _____ ft.
Static level 30 ft. below top of well Date 3-17-05
Artesian pressure _____ lbs. per square inch Date _____
Artesian water is controlled by _____ (cap. valve, etc.)

WELL TESTS: Drawdown is amount water level is lowered below static level
Was a pump test made? Yes No If yes, by whom? _____
Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs.
Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs.
Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs.

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

Time	Water Level	Time	Water Level	Time	Water Level

Date of test _____
Bailer test _____ gal./min. with _____ ft. drawdown after _____ hrs.
Airstest 15 gal./min. with stem set at 60 ft for 15 hrs.
Artesian flow _____ g.p.m. Date _____
Temperature of water _____ Was a chemical analysis made? Yes No

Current Notice of Intent No. W170913

Unique Ecology Well ID Tag No. AKL 789

Water Right Permit No. R

Property Owner Name John + Leslie McDonald

Well Street Address 630 Storie lane

City Cle Elum County Kittitas

Location SE 1/4-1/4 SE 1/4 Sec 28 Twn 20 M or WWM circle one

Lat/Long (s, t, r) Lat Deg _____ Lat Min/Sec _____

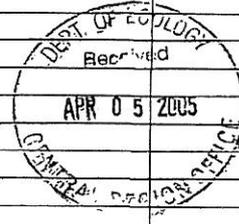
still REQUIRED) Long Deg _____ Long Min/Sec _____

Tax Parcel No. 2014280510006

CONSTRUCTION OR DECOMMISSION PROCEDURE

Formation: Describe by color, character, size of material and structure, and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of information indicate all water encountered. (USE ADDITIONAL SHEETS IF NECESSARY.)

MATERIAL	FROM	TO
<u>TOP SOIL</u>	<u>0</u>	<u>5</u>
<u>Brown cobbles - gravel</u>	<u>5</u>	<u>15</u>
<u>Brown gravel & sand</u>	<u>15</u>	<u>35</u>
<u>Multi color gravel water</u>	<u>35</u>	<u>65</u>



Start Date 3-16-05 Completed Date 3-17-05

WELL CONSTRUCTION CERTIFICATION: I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

Driller/Engineer/Trainee Name (Print) Mike MacFarland
Driller/Engineer/Trainee Signature Mike MacFarland
Driller or trainee License No. 2361

Drilling Company Waterman Well Drilling Inc
Address PO Box 246
City, State, Zip Selah WA 98942

IF TRAINEE,
Driller's Licensed No. _____
Driller's Signature _____

Contractor's Registration No. WATERW002208 3/24/05
Ecology is an Equal Opportunity Employer. ECY 050-1-20 (Rev 2/03)

The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

LITTLE CREEK RANCHES OWNERS

20-14-28051-0001
CHARLES E. JENKS ETUX
1424 PALM AVE SW
SEATTLE, WA 98116

20-14-28051-0002
LARRY R. STANTON ETUX
712 CHERRY AVE.
SUMNER, WA 98930

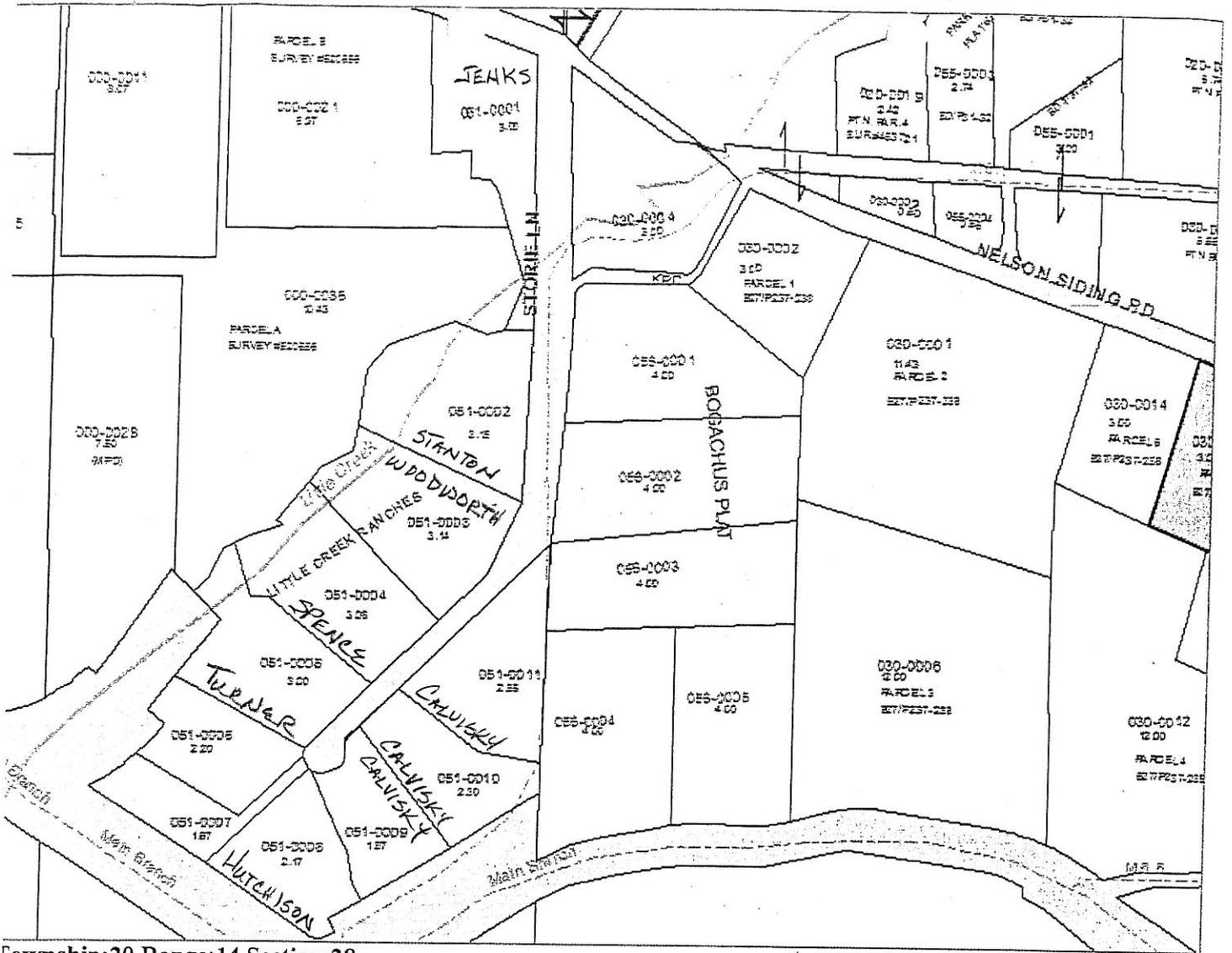
20-14-28051-0003
STANLEY B. WOODWORTH ETUX
P.O. BOX 550
EASTON, WA 98925

20-14-28051-0004
LARRY D. SPENCE
P.O. BOX 651
CLE ELUM, WA 98922

20-14-28051-0005
JOSEPH TURNER ETUX
561 STORIE LANE
CLE ELUM, WA 98922

20-14-28051-0008
PAUL R. HUTCHISON
650 STORIE LANE
CLE ELUM, WA 98922

20-14-28051-0009
20-14-28051-0010
20-14-28051-0011
ANTHONY CLAVISKY
DOLORES M. CALVISKY
600 STORIE LANE
CLE ELUM, WA 98922



Township:20 Range:14 Section:28

Disclaimer

makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.





Kittitas County Assessor



Marsha Weyand
Assessor

205 W 5th Ave Suite 101
Ellensburg, WA 98926
Phone: (509)962-7501
Fax: (509)962-7666

Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 856936
Map Number: 20-14-28051-0001
Situs: 00041 \STORIE LN CLE ELUM
Legal: ACRES 3.05, LITTLE CREEK RANCHES; LOT 1
SEC. 28, TWP. 20, RGE. 14 LESS 7.20 KRD
DITCH R/W, 2.66 RD. @

Ownership Information

Current Owner: JENKS, CHARLES E ETUX
Address: 1424 PALM AVE SW
City, State: SEATTLE WA
Zipcode: 98116

Assessment Data

Tax District: 43
Open Space:
Open Space
Date:
Senior
Exemption:
Deeded Acres: 3.05
Last Revaluation
for Tax Year:

Market Value

Land: 85,380
Imp: 0
Perm Crop: 0
Total: 85,380

Taxable Value

Land: 85,380
Imp: 0
Perm Crop: 0
Total: 85,380

Sales History

NO SALES HISTORY RECORDS FOUND!

Building Permits

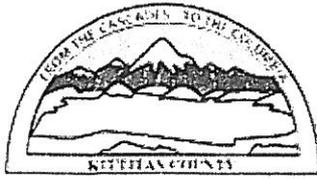
NO ACTIVE PERMITS!

5 Year Valuation Information

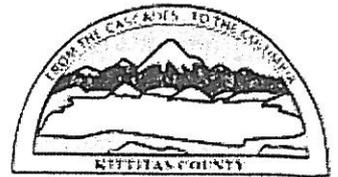
Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2009	JENKS, CHARLES E ETUX	85,380	0	0	85,380	0	85,380	View Taxes
2008	JENKS, CHARLES E ETUX	85,380	0	0	85,380	0	85,380	View Taxes
2007	JENKS, CHARLES E. ETUX	85,380	0	0	85,380	0	85,380	View Taxes
2006	JENKS, CHARLES E. ETUX	85,380	0	0	85,380		85,380	View Taxes
2005	JENKS, CHARLES E. ETUX	70,380	0		70,380		70,380	View Taxes
2004	JENKS, CHARLES E. ETUX	70,380	0		70,380		70,380	View Taxes

File date: 10/18/2009 6:28:30 PM





Kittitas County Assessor



Marsha Weyand
Assessor

205 W 5th Ave Suite 101
Ellensburg, WA 98926
Phone: (509)962-7501
Fax: (509)962-7666

Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 866936
Map Number: 20-14-28051-0002
Situs: 00351 \STORIE LN CLE ELUM
Legal: ACRES 3.15, LITTLE CREEK RANCHES; LOT 2
SEC. 28, TWP. 20, RGE. 14

Ownership Information

Current Owner: STANTON, LARRY R ETUX
Address: 712 CHERRY AVE
City, State: SUMNER WA
Zipcode: 98930-

Assessment Data

Tax District: 43
Open Space:
Open Space
Date:
Senior
Exemption:
Deeded Acres: 3.15
Last Revaluation
for Tax Year:

Market Value

Land: 96,130
Imp: 21,770
Perm Crop: 0
Total: 117,900

Taxable Value

Land: 96,130
Imp: 21,770
Perm Crop: 0
Total: 117,900

Sales History

Date	Book & Page	# Parcels	Grantor	Grantee	Price
06-27-2007	2007-1256	1	IKOLA, EUGENE ETUX	STANTON, LARRY R ETUX	249,000
01-01-1994	3751600	1	TERRY IKOLA	EUGENE IKOLA ETUX	
05-01-1988	2540400	1	EUGENE IKOLA ETUX	TERRY E. IKOLA	

Building Permits

Permit No.	Date	Description	Amount
2009-00163	5/26/2009	7/09 DG, 50% FIN, GARAGE 736 SQFT, LIVING SPACE 800 SQFT	99,253
2003-10056	10/16/2003	RADD ROOF 768 SQFT	9,907

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2009	STANTON, LARRY R ETUX	96,130	21,770	0	117,900	0	117,900	View Taxes
2008	STANTON, LARRY R ETUX	96,130	21,770	0	117,900	0	117,900	View Taxes
2007	IKOLA, EUGENE ETUX	96,130	21,770	0	117,900	0	117,900	View Taxes
2006	IKOLA, EUGENE ETUX	96,130	21,770	0	117,900		117,900	View Taxes
2005	IKOLA, EUGENE ETUX	78,630	19,280		97,910		97,910	View Taxes
2004	IKOLA, EUGENE ETUX	78,630	11,210		89,840		89,840	View Taxes



Kittitas County Assessor



Marsha Weyand
Assessor

205 W 5th Ave Suite 101
Ellensburg, WA 98926
Phone: (509)962-7501
Fax: (509)962-7666

Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 876936
Map Number: 20-14-28051-0003
Situs: 00491 \STORIE LN CLE ELUM
Legal: ACRES 3.14, LITTLE CREEK RANCHES; LOT 3
SEC. 28, TWP. 20, RGE. 14

Ownership Information

Current Owner: WOODWORTH, STANLEY B ETUX
Address: PO BOX 550
City, State: EASTON WA
Zipcode: 98925

Assessment Data

Tax District: 43
Open Space:
Open Space
Date:
Senior
Exemption:
Deeded Acres: 3.14
Last Revaluation
for Tax Year:

Market Value

Land: 96,050
Imp: 142,920
Perm Crop: 0
Total: 238,970

Taxable Value

Land: 96,050
Imp: 142,920
Perm Crop: 0
Total: 238,970

Sales History

Date	Book & Page	# Parcels	Grantor	Grantee	Price
04-01-1991	3178600	1	EASTSIDE DOZING, INC.	WOODWORTH, STANLEY B ETUX	57,500
04-01-1991	3178500	2	WEST ETUX, CHARLES F.	EASTSIDE DOZING, INC.	
08-01-1988	2594600	1	WILLIAM E. BRIGHT	WEST ETUX, CHARLES F.	17,000

Building Permits

Permit No.	Date	Description	Amount
99-08024	8/6/1999	RESOB GARAGE 1792 SF	24,132

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2009	WOODWORTH, STANLEY B ETUX	96,050	142,920	0	238,970	0	238,970	View Taxes
2008	WOODWORTH, STANLEY B ETUX	96,050	142,920	0	238,970	0	238,970	View Taxes
2007	WOODWORTH, STANLEY B ETUX	96,050	142,920	0	238,970	0	238,970	View Taxes
2006	WOODWORTH, STANLEY B ETUX	96,050	142,920	0	238,970		238,970	View Taxes
2005	WOODWORTH, STANLEY B ETUX	76,050	111,690		187,740		187,740	View Taxes



Kittitas County Assessor



Marsha Weyand
Assessor

205 W 5th Ave Suite 101
Ellensburg, WA 98926
Phone: (509)962-7501
Fax: (509)962-7666

Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 886936
Map Number: 20-14-28051-0004
Situs: 00501 \STORIE LN CLE ELUM
Legal: ACRES 3.08, LITTLE CREEK RANCHES; LOT 4
SEC. 28, TWP. 20, RGE. 14

Ownership Information

Current Owner: SPENCE, LARRY D ETUX
Address: PO BOX 651
City, State: CLE ELUM WA
Zipcode: 98922

Assessment Data

Tax District: 43
Open Space:
Open Space
Date:
Senior
Exemption:
Deeded Acres: 3.08
Last Revaluation
for Tax Year:

Market Value

Land: 95,600
Imp: 157,080
Perm Crop: 0
Total: 252,680

Taxable Value

Land: 95,600
Imp: 157,080
Perm Crop: 0
Total: 252,680

Sales History

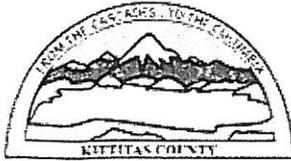
Date	Book & Page	# Parcels	Grantor	Grantee	Price
03-23-2005	2005-657	1	SPENCE, MARY K	SPENCE, LARRY D ETUX	
06-01-2001	45425	1	BARIL, MARY K	SPENCE, MARY K	
12-01-1999	9475	1	BARIL, MICHAEL J ETUX	BARIL, MARY K	
11-01-1991	3316300	1	EASTSIDE DOZING, INC.	BARIL, MICHAEL J ETUX	60,000
04-01-1991	3178500	2	WEST ETUX, CHARLES F.	EASTSIDE DOZING, INC.	
08-01-1988	2594700	1	BORGE LARSEN	WEST ETUX, CHARLES F.	17,000

Building Permits

Permit No.	Date	Description	Amount
2005-6959	11/18/2005	100%FIN 9/06 1200 SQ FT POLE BLDG	20,880
2005-01033	2/1/2005	MH05 MANUFHOME 2222 SQFT	100,000

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2009	SPENCE, LARRY D ETUX	95,600	157,080	0	252,680	0	252,680	View Taxes
2008	SPENCE, LARRY D ETUX	95,600	157,080	0	252,680	0	252,680	View Taxes
2007	SPENCE, LARRY D ETUX	95,600	157,080	0	252,680	0	252,680	View Taxes
2006	SPENCE, LARRY D ETUX	95,600	131,400	0	227,000		227,000	View Taxes
2005	SPENCE, LARRY D ETUX	75,600	0		75,600		75,600	View Taxes
2004	SPENCE, LARRY D ETUX	75,600	0		75,600		75,600	View Taxes



Marsha Weyand
Assessor

Kittitas County Assessor

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Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 896936
Map Number: 20-14-28051-0005
Situs: 00561 \STORIE LN CLE ELUM
Legal: ACRES 3.00, LITTLE CREEK RANCHES; LOT 5 SEC. 28, TWP. 20, RGE. 14

Ownership Information

Current Owner: TURNER, JOSEPH ETUX
Address: 561 STORIE LANE
City, State: CLE ELUM WA
Zipcode: 98922

Assessment Data

Tax District: 43
Open Space:
Open Space Date:
Senior Exemption:
Deeded Acres: 3
Last Revaluation for Tax Year:

Market Value

Land: 95,000
Imp: 422,380
Perm Crop: 0
Total: 517,380

Taxable Value

Land: 95,000
Imp: 422,380
Perm Crop: 0
Total: 517,380

Sales History

Date	Book & Page	# Parcels	Grantor	Grantee	Price
09-01-1997	4370	1	MC HAFFIE, JOHN K. ETUX	TURNER, JOSEPH ETUX	90,000
10-01-1990	3066900	1	BURCHAK ETUX, LINDSEY	MC HAFFIE, JOHN K. ETUX	56,000

Building Permits

Permit No.	Date	Description	Amount
2005-05104	5/1/2005	RNEW 100% FIN SFR-NEW 4144 SQFT	289,964
98-09062	9/22/1998	RALT CHANGE OCC	23,470

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2009	TURNER, JOSEPH ETUX	95,000	422,380	0	517,380	0	517,380	View Taxes
2008	TURNER, JOSEPH ETUX	95,000	422,380	0	517,380	0	517,380	View Taxes
2007	TURNER, JOSEPH ETUX	95,000	394,940	0	489,940	0	489,940	View Taxes
2006	TURNER, JOSEPH ETUX	95,000	32,240	0	127,240		127,240	View Taxes
2005	TURNER, JOSEPH ETUX	75,000	30,200		105,200		105,200	View Taxes
2004	TURNER, JOSEPH ETUX	75,000	30,200		105,200		105,200	View Taxes

Photos/Sketches

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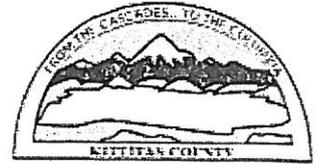




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Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 176936
Map Number: 20-14-28051-0008
Situs: 00650 \STORIE LN CLE ELUM
Legal: ACRES 2.17, LITTLE CREEK RANCHES; LOT 8 SEC. 28, TWP. 20, RGE. 14

Ownership Information

Current Owner: HUTCHISON, PAUL R ETUX
Address: 650 STORIE LN
City, State: CLE ELUM WA
Zipcode: 98922-

Assessment Data

Tax District: 43
Open Space:
Open Space Date:
Senior Exemption:
Deeded Acres: 2.17
Last Revaluation
for Tax Year:

Market Value

Land: 80,000
Imp: 246,350
Perm Crop: 0
Total: 326,350

Taxable Value

Land: 80,000
Imp: 246,350
Perm Crop: 0
Total: 326,350

Sales History

Date	Book & Page	# Parcels	Grantor	Grantee	Price
11-01-1999	9270	1	PIERCE, JOHN M. ETUX	HUTCHISON, PAUL R ETUX	265,000
01-01-1997	3188	1	NOCK, JOHN A. ETUX	PIERCE, JOHN M. ETUX	235,000
05-01-1992	3415500	1	WEST ETUX, CHARLES F.	NOCK, JOHN A. ETUX	57,500

Building Permits

NO ACTIVE PERMITS!

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2009	HUTCHISON, PAUL R ETUX	80,000	246,350	0	326,350	0	326,350	View Taxes
2008	HUTCHISON, PAUL R ETUX	80,000	246,350	0	326,350	0	326,350	View Taxes
2007	HUTCHISON, PAUL R ETUX	80,000	246,350	0	326,350	0	326,350	View Taxes
2006	HUTCHISON, PAUL R ETUX	80,000	246,350	0	326,350		326,350	View Taxes
2005	DEATON, LEONARD	60,000	202,000		262,000		262,000	View Taxes
2004	DEATON, LEONARD	60,000	202,000		262,000		262,000	View Taxes

Photos/Sketches

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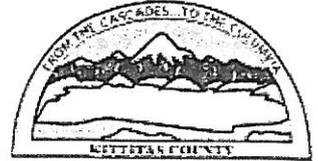




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Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 186936
Map Number: 20-14-28051-0009
Situs: 00600 VSTORIE LN CLE ELUM
Legal: ACRES 1.87, LITTLE CREEK RANCHES; LOT 9 SEC. 28, TWP. 20, RGE. 14

Ownership Information

Current Owner: CALVISKY, ANTHONY &
CALVISKY, DOLORES M
Address: 600 STORIE LN
City, State: CLE ELUM WA
Zipcode: 98922

Assessment Data

Tax District: 43
Open Space:
Open Space Date:
Senior Exemption:
Deeded Acres: 1.87
Last Revaluation
for Tax Year:

Market Value

Land: 76,530
Imp: 190,580
Perm Crop: 0
Total: 267,110

Taxable Value

Land: 76,530
Imp: 190,580
Perm Crop: 0
Total: 267,110

Sales History

Date	Book & Page	# Parcels	Grantor	Grantee	Price
06-01-1991	3211500	3	WEST ETUX, CHARLES F.	CALVISKY, ANTHONY &	285,000

Building Permits NO ACTIVE PERMITS!

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2009	CALVISKY, ANTHONY &	76,530	190,580	0	267,110	0	267,110	View Taxes
2008	CALVISKY, ANTHONY &	76,530	190,580	0	267,110	0	267,110	View Taxes
2007	CALVISKY, ANTHONY &	76,530	190,580	0	267,110	0	267,110	View Taxes
2006	CALVISKY, ANTHONY &	76,530	190,580	0	267,110		267,110	View Taxes
2005	CALVISKY, ANTHONY &	55,000	166,210		221,210		221,210	View Taxes
2004	CALVISKY, ANTHONY &	55,000	166,210		221,210		221,210	View Taxes

Photos/Sketches

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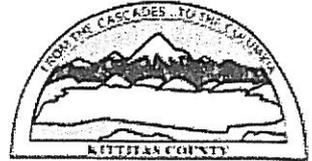




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Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 196936
Map Number: 20-14-28051-0010
Situs: 00600 ISTORIE LN CLE ELUM
Legal: ACRES 2.30, LITTLE CREEK RANCHES; LOT 10
SEC. 28, TWP. 20, RGE. 14

Ownership Information

Current Owner: CALVISKY, ANTHONY &
CALVISKY, DOLORES M
Address: 600 STORIE LN
City, State: CLE ELUM WA
Zipcode: 98922

Assessment Data

Tax District: 43
Open Space:
Open Space Date:
Senior Exemption:
Deeded Acres: 2.3
**Last Revaluation
for Tax Year:**

Market Value

Land: 79,750
Imp: 19,740
Perm Crop: 0
Total: 99,490

Taxable Value

Land: 79,750
Imp: 19,740
Perm Crop: 0
Total: 99,490

Sales History

Date	Book & Page	# Parcels	Grantor	Grantee	Price
06-01-1991	3211500	3	WEST ETUX, CHARLES F.	CALVISKY, ANTHONY &	285,000

Building Permits

NO ACTIVE PERMITS!

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2009	CALVISKY, ANTHONY &	79,750	19,740	0	99,490	0	99,490	View Taxes
2008	CALVISKY, ANTHONY &	79,750	19,740	0	99,490	0	99,490	View Taxes
2007	CALVISKY, ANTHONY &	79,750	19,740	0	99,490	0	99,490	View Taxes
2006	CALVISKY, ANTHONY &	79,750	19,740	0	99,490		99,490	View Taxes
2005	CALVISKY, ANTHONY &	60,000	21,870		81,870		81,870	View Taxes
2004	CALVISKY, ANTHONY &	60,000	21,870		81,870		81,870	View Taxes

Photos/Sketches

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Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 206936
Map Number: 20-14-28051-0011
Situs: VSTORIE LN CLE ELUM
Legal: ACRES 2.55, LITTLE CREEK RANCHES; LOT 11
SEC. 28, TWP. 20, RGE. 14

Ownership Information

Current Owner: CALVISKY, ANTHONY &
CALVISKY, DOLORES M
Address: 600 STORIE LANE
City, State: CLE ELUM WA
Zipcode: 98922

Assessment Data

Tax District: 43
Open Space:
Open Space Date:
Senior Exemption:
Deeded Acres: 2.55
**Last Revaluation
for Tax Year:**

Market Value

Land: 81,630
Imp: 0
Perm Crop: 0
Total: 81,630

Taxable Value

Land: 81,630
Imp: 0
Perm Crop: 0
Total: 81,630

Sales History

Date	Book & Page	# Parcels	Grantor	Grantee	Price
06-01-1991	3211500	3	WEST ETUX, CHARLES F.	CALVISKY, ANTHONY &	285,000

Building Permits NO ACTIVE PERMITS!

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2009	CALVISKY, ANTHONY &	81,630	0	0	81,630	0	81,630	View Taxes
2008	CALVISKY, ANTHONY &	81,630	0	0	81,630	0	81,630	View Taxes
2007	CALVISKY, ANTHONY &	81,630	0	0	81,630	0	81,630	View Taxes
2006	CALVISKY, ANTHONY &	81,630	0	0	81,630	0	81,630	View Taxes
2005	CALVISKY, ANTHONY &	60,000	0	0	60,000	0	60,000	View Taxes
2004	CALVISKY, ANTHONY &	60,000	0	0	60,000	0	60,000	View Taxes

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