

After recording return to:

John P. Winbauer
Lathrop, Winbauer, Harrel, Slothower
& Denison, L.L.P.
P.O. Box 1088
Ellensburg, WA 98926

REVIEWED BY: M. Winit
DEPUTY, KITTITAS COUNTY TREASURER
DATE: 3-3-09
STANDS BEFORE ME, Judy Gung
REPRESENTING Winbauer
STATING THAT NO CONSIDERATION
IS BEING PAID.

REVIEWED BY: M. Winit
DEPUTY, KITTITAS COUNTY TREASURER
DATE: 4-9-09
STANDS BEFORE ME, Bree
REPRESENTING Winbauer
STATING THAT NO CONSIDERATION
IS BEING PAID.

DOCUMENT TITLES: NON-EXCLUSIVE EASEMENT AGREEMENT

GRANTORS: Darin R. Aaby and Judy D. Aaby, Husband and Wife
Linda S. Johnson, Ann Callow, Howard Johnson, Melissa A. Cooke
Ruth A. Lippencott
Darrel J. Storkson and Marjorie Storkson, Husband and Wife
David G. Hudson and Donna Hudson, Husband and Wife
Paul H. Beaudoin and Ann J. Beaudoin, Husband and Wife
Jerry W. Maples and Nancy A. Maples, Husband and Wife
George E. Austin and Nancy J. Austin, Husband and Wife
Werner W. Hillemann, Jr. and Joanne V. Hillemann, Husband and Wife
Ian Elliot and Sandra J. Elliot, Husband and Wife
High Ranch Homeowners Association, Inc., a Washington non-profit corporation

REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY A. Bowen
DATE 4/14/09

GRANTEE: D&H Ranch, Inc., a Washington Corporation

LEGAL DESCRIPTION: Lot 1, 2, 3, and 4 of HUDSON LARGE LOT SUBDIVISION
AND
Lot 1, 2, 3, 4, and 5 of STORKSON PERFORMANCE BASED
CLUSTER PLAT 20 06-44
AND
Lot D1, D2, D3 and D4 HIGH RANCH SHORT PLAT
AND
Section 35, Township 18 North, Range 17 East, W.M.

ASSESSOR'S TAX PARCEL NO.: 17-17-02051-0003; 17-17-02051-0002; 18-17-35051-0004;
18-17-35051-0006; 18-17-35051-0005; 18-17-35051-0003;
18-17-35051-0002; 18-17-35000-0001; 18-17-35051-0001;
18-17-35050-0004; 18-17-35050-0003; 17-17-02051-0001;
18-17-35050-0001; 18-17-35050-0002; 17-17-02051-0004;
18-17-35040-0006; 18-17-34000-0005

NON-EXCLUSIVE EASEMENT AGREEMENT

This document is being re-recorded to add additional signatures.



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Kittitas County Auditor

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This Non-Exclusive Easement Agreement (“Agreement”) is made this _____ day of _____, 2008, by and between Darin R. Aaby and Judy D. Aaby, husband and wife, Linda S. Johnson; Darrel J. Storkson and Marjorie Storkson, husband and wife; Melissa A. Cooke, Ruth A. Lippencott, Howard Johnson, Ann Callow; David G. Hudson and Donna Hudson, husband and wife; Paul H. Beaudoin and Ann J. Beaudoin, husband and wife; Jerry W. Maples and Nancy A. Maples, husband and wife; George E. Austin and Nancy J. Austin, husband and wife; Werner W. Hilleman, Jr. and Joanne V. Hilleman, husband and wife; Ian Elliott and Sandra J. Elliott, husband and wife; High Ranch Homeowners Association, , Inc., a Washington non-profit corporation, (collectively “Grantor”) and D&H Ranch, Inc., a Washington Corporation (“Grantee”).

WHEREAS, Linda S. Johnson owns fee title to the real property located in Kittitas County, Washington and legally described as follows (“Johnson Property”):

Lot 3 of HUDSON LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded September 10, 2006, in Book 10 of Plats, pages 168 and 169, records of said County.

WHEREAS, Howard Johnson and Ann Callow own fee title to the real property located in Kittitas County, Washington and legally described as follows (“Johnson/Callow Property”):

Lot 2 of HUDSON LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded September 10, 2006, in Book 10 of Plats, pages 168 and 169, records of said County.

WHEREAS, David G. Hudson and Donna Hudson, husband and wife, own fee title to the real property located in Kittitas County, Washington which property is being purchased by Werner W. Hillemann, Jr. and Joanne V. Hillemann pursuant to the Real Estate Contract dated October 3, 2006 and filed under Auditor’s File Number 200610120003; which property is legally described as follows (“Hudson to Hillemann Property”):

Lot 4 of HUDSON LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded September 10, 2006, in Book 10 of Plats, pages 168 and 169, records of said County.

WHEREAS, David G. Hudson and Donna Hudson, husband and wife, own fee title to the real property located in Kittitas County, Washington, which property is legally described as follows (“Hudson Property”):

Lot 1 of HUDSON LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded September 26, 2006, in Book 10 of Plats, pages 168 and 169, records of said County

WHEREAS, Darrel J. Storkson and Marjorie, Storkson, husband and wife, own fee title to the real property located in Kittitas County, Washington and legally described as follows (“Storkson Property”):

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Lots 2 and 5 of STORKSON PERFORMANCE BASED CLUSTER PLAT, SP 06-44, recorded January 28, 2008, in Book 11 of Short Plats at Pages 102 through 103, under recording numbers 200801280091; being a portion of Section 35, Township 18 North, Range 17, East, W.M., records of Kittitas County, State of Washington.

AND

Open Space Tract of STORKSON PERFORMANCE BASED CLUSTER PLAT, Kittitas County, as recorded January 28, 2008, in Book 11 of Plats, page 102, under Auditor's File No. 200801280091, records of Kittitas County, State of Washington; being a portion of Section 2, Township 17 North, Range 17 East and a portion of Section 35, Township 18, Range 17 East, W.M., in the County of Kittitas, State of Washington.

WHEREAS, Darin R. Aaby and Judy D. Aaby, husband and wife, own fee title to the real property located in Kittitas County, Washington and legally described as follows ("Aaby Property"):

Lot 3 of STORKSON PERFORMANCE BASED CLUSTER PLAT SP 06-44, recorded January 28, 2008, in Book 11 of Short Plats at Page(s) 102 through 103, under recording number 200801280091, being a portion of Section 35, Township 18 North, Range 17 East, W.M., records of Kittitas County, State of Washington.

WHEREAS, Werner J. Hilleman, Jr. and JoAnne V. Hilleman, husband and wife, own fee title to the real property located in Kittitas County, Washington and legally described as follows ("Hilleman Property"):

Lot D2, HIGH RANCH SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. SP-01-07, as recorded September 17, 2003, under Auditor's File No. 200309170017, in Book G of Short Plats, pages 92 and 93; being a portion of Section 35, Township 17 North, Range 17 East, W.M. and Section 35, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

AND

Lot 4 of HUDSON LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 10 of Plats, pages 168 and 169, records of said County.

WHEREAS, Howard Johnson, owns fee title to the real property located in Kittitas County, Washington and legally described as follows ("Howard Johnson Property"):

Lot D1, HIGH RANCH SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. SP-01-07, as recorded September 17, 2003, under Auditor's File No. 200309170014, in Book G of Short Plats, pages 92 and 93, being a portion of Section 2, Township 17 North, Range 17 East, W.M., and of Section 35, Township 18 North, Range 17 East, W.M., Kittitas County, Washington; being a portion of Lot 5D of that certain

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Survey as recorded February 17, 1999 in Book 24 of Surveys, at pages 22 through 25, under Auditor's File no. 199902170040, records of Kittitas County, Washington.

WHEREAS, Paul H. Beaudoin and Ann J. Beaudoin, husband and wife, own fee title to the real property located in Kittitas County, Washington and legally described as follows ("Beaudoin Property"):

Parcels C and C1 of that certain Boundary Line Adjustment recorded in Book 32 of Surveys, page 39, under Auditor's File No. 200601090034, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 35, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

WHEREAS, Jerry A. Maples and Nancy A. Maples, husband and wife, own fee title to the real property located in Kittitas County, Washington and legally described as follows ("Maples Property"):

Lot D4, HIGH RANCH SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. SP-01-07, as recorded September 17, 2003, under Auditor's File No. 200309170014, in Book G of Short Plats, pages 92 and 93, being a portion of Section 35, Township 17 North, Range 17 East, W.M.; and of Section 35, Township 18 North, Range 17 East, W.M., Kittitas County, Washington; being a portion of Lot 5D, of that certain Survey as recorded February 17, 1999 in Book 24 of Surveys, at pages 22 through 25, under Auditor's File No. 199902170040, records of Kittitas County, Washington.

AND:

Lot 1 of STORKSON PERFORMANCE BASED CLUSTER PLAT, SP 06-44, recorded January 28, 2008, in Book 11 of Short Plats at Pages 102 through 103, under recording numbers 200801280091; being a portion of Section 35, Township 18 North, Range 17, East, W.M., records of Kittitas County, State of Washington.

WHEREAS, George E. Austin and Nancy J. Austin, husband and wife, and Melissa A. Cooke, a single woman, own fee title to the real property located in Kittitas County, Washington and legally described as follows ("Austin/Cooke Property"):

Lot D3 of HIGH RANCH SHORT PLAT, SP-01-07, recorded September 17, 2003, in Book G of Short Plats at pages 92-93, under recording number 200309170014; being a portion of Section 35, Township 18 North, Range 17 East, W.M. records of Kittitas County, State of Washington.

WHEREAS, Ruth A. Lippencott owns fee title to the real property located in Kittitas County, Washington and legally described as follows ("Lippencott Property"):

Lot 4 of STORKSON PERFORMANCE BASED CLUSTER PLAT, SP 06-44, recorded January 28, 2008, in Book 11 of Short Plats at Pages 102 through 103, under recording

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numbers 200801280091; being a portion of Section 35, Township 18 North, Range 17, East, W.M., records of Kittitas County, State of Washington.

WHEREAS, High Ranch Homeowners Association, Inc., a Washington non-profit corporation, is the ownership association charged with the maintenance of the roadways located in the High Ranch Plat;

WHEREAS, D&H Ranch, Inc., a Washington Corporation, owns fee title to the real property located in Kittitas County, Washington and legally described as follows ("Grantee Parcel 1 and Grantee Parcel 2"):

"Parcel 1":

The North half of the South Half of Section 34, Township 18, North, Range 17 East, W.M. in the County of Kittitas, State of Washington

And "Parcel 2":

That portion of the South Half of the Southeast Quarter of Section 35, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington described as follows:

The South 340 feet of the Southeast Quarter of the Southeast Quarter lying east of the right-of-way of the South Branch Canal of Kittitas Reclamation District;

EXCEPTING THEREFROM that portion described as follows: Beginning at the southeast corner of said Section 35; thence North 89°08'00" West 596.8 feet along the South line of said Section; thence North 61°02' East, a distance of 394.0 feet; thence South 69°26' East, a distance of 269.0 feet to the East line of said Section; thence South 0°08' East, a distance of 103.3 feet along said East line to the Southeast corner of said Section 35 and the point of beginning;

ALSO EXCEPTING THEREFROM a right-of-way for an irrigation ditch, 35 feet in width heretofore conveyed to Kittitas County Reclamation District by Deed recorded in Book 46 of Deeds, page 515.

AND

That portion of the Southwest Quarter and that portion of the South Half of the Southeast Quarter of Section 35, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, described as follows:

A tract of land bounded by a line beginning at a point on the South line of said Section 35, West, a distance of 1097.9 feet from the southeast corner of said Section, said point being at the intersection of the South Section line with the westerly right-of-way line of the South Branch Canal of the Kittitas Reclamation District; thence running North 49°00' West, a distance of 2065.5 feet to a point on the west boundary of the Southwest Quarter

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of the Southeast Quarter of said Section 35, South 40 feet of the northwest corner of said subdivision; thence North 74°17' West, a distance of 2728.4 feet to a point on the West line of said Section; thence North 0°51' East along the West boundary line of said Section, a distance of 588.3 feet to the northwest corner of the Southwest Quarter of said Section; thence East along the North line of said Southwest Quarter of Section 35 to the westerly right-of-way line of said South Branch Canal of the Kittitas Reclamation District; thence southeasterly along said right-of-way line to the East line of said Southwest Quarter of Section 35; thence South along East line of said Southwest Quarter to the northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 35; thence East along the North line of said Southwest Quarter of the Southeast Quarter to the westerly right-of-way line of the South Branch Canal of the Kittitas Reclamation District; thence southeasterly along said westerly right-of-way line to the point of beginning.

WHEREAS, Storkson, Hudson and Elliot own or did own and develop, individually and/or collectively, those certain properties located in the South Half of Section 35, Township 18 North, Range 17 East, and in the North Half of the Southeast Quarter of Section 2, Township 17 North, Range 17 East,, W.M., and in Section 3, Township 17 North, Range 17 East, W.M., all in the County of Kittitas, State of Washington, as evidenced by those certain surveys and short plat recorded in the records of the Kittitas County under File Numbers 199902170040, 199910080039, 200107170018, and 200309170014 ("High Ranch"); and

WHEREAS, Storkson, Hudson and Elliot did subject all or portions of the High Ranch to certain covenants, conditions, restrictions, and easement as recorded under Kittitas County Auditor's File Nos. 200008010057, 200102160011 and 200310240041 ("High Ranch CCRs");

WHEREAS, all of the above parties are now owners of the real property as set forth above;

WHEREAS, Grantee asserts it has accessed Grantee's property by way of a prescriptive easement over and across portions of the property that is now the High Ranch Short Plat recorded under Kittitas County Auditor's File No. 200309170014 which claim of prescriptive easement is the subject of litigation filed under Kittitas County Superior Court Cause No. 06-2-00166-7 (the "Alleged Easement");

WHEREAS, the Grantor desires to provide Grantee with an alternate means of access to Grantee's property and to establish the property benefited by the Easement, burdened by the Easement, and establish terms and conditions for the use and maintenance of the Easement;

NOW, THEREFORE, in consideration of the release of interest in and to the Alleged Easement and further valuable consideration as set forth herein, by Grantee, the Grantor, and each of them as their interests may appear, for and on behalf of themselves and their respective successors in interest and assigns, does hereby grant, declare, convey and establish the following Non-Exclusive Easement and the parties do hereby agree as follows:

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1. Easement.

1.1 **Location.** The Non-Exclusive Easement is shall be sixty feet (60') in width as described as follows:

High Ranch Road and Ridge Road described as Easement Q as delineated on that certain survey recorded February 17, 1999 in Book 24 of Surveys at Pages 22 through 26, under Auditor's File No. 199902170040, records of Kittitas County, Washington; being across portions of the Southeast, Northeast and Northwest Quarters of Section 2, Township 17 North, Range 17 East, W.M., and also across portions of the Southeast and Southwest Quarters of Section 35, Township 18 North, Range 17 East, W.M.; all in the County of Kittitas, State of Washington; affecting Parcels 5A,5B, 5C and 5D of said survey.

AND

An easement 60.00 feet in width, 30.00 feet on each side of the following described centerline:

Beginning at the southwest corner of Section 35, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington; thence N 00°34'53" E, along the west line of the Southwest Quarter of said Section 35, 1613.93 feet to the true point of beginning for said described line; thence S 48°12'02" E, 130.09 feet; thence S 33°29'26" E, 122.35 feet to the center of the cul-de-sac at the end of Easement Q as delineated on that certain survey recorded February 17, 1999, in Book 24 of Surveys at Pages 22 through 26, under Auditor's File No. 199902170040, records of Kittitas County, Washington, and the terminus of said described centerline.

The sidelines of said easement to be lengthened or shortened to intersect said west line of the Southwest Quarter of Section 35 and the sidelines of the said Easement Q cul-de-sac. Said easement is depicted in the sketch which is attached hereto and incorporated herein by reference as Exhibit A.

1.2 **Benefited Property.** The Easement shall exist for the benefit of Grantee's property.

1.3 **Use.** The purpose of the Easement is to provide a non-exclusive right of ingress, egress, and underground utilities as follows:

1.3.1 **Agricultural Use.** The Easement may be used for ingress and egress for unrestricted ranch and/or agricultural purposes, including, but not limited to, the transportation of persons, ranch vehicles and/or equipment and/or transportation of livestock to and from Grantee Parcel 1 and Grantee Parcel 2.

1.3.2 **Residential Access for Grantee Parcel 1.** The Easement may be used for ingress, egress and the location of underground utilities together with maintenance thereof for no more than a single residence located or to be located on Grantee Parcel 1. A "single residence" shall be defined

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as a dwelling plus any outbuildings such as garages, barns, riding arenas, so long as such structures are related to the residential use of the property.

1.3.3 **Residential Access for Grantee Parcel 2.** The Easement may be used for ingress, egress and the location of underground utilities together with maintenance thereof for no more than a single residence located or to be located on Grantee Parcel 2. A "single residence" shall be defined as a dwelling plus any outbuildings such as garages, barns, riding arenas, so long as such structures are related to the residential use of the property.

1.3.4 No party to this Agreement shall use the easement in any manner that restricts or prevents any other party's usage of the Easement for its intended purposes.

2. **Parcel 1 Contribution To Homeowners Association.** At the time a building permit is applied for with Kittitas County, or not later than three years from the date of this Agreement, whichever occurs first, Grantee or Grantee's successors in title shall make a one time contribution of Ten Thousand Dollars (\$10,000.00) to the Maintenance Fund of High Ranch Homeowners Association, Inc., a Washington non-profit corporation.

3. **Parcel 1 Membership in Homeowners Association.** Parcel 1 shall become a member of the High Ranch Homeowners Association, Inc., a Washington non-profit corporation, and shall be subject to the CCR's of High Ranch Homeowners Association, Inc., a Washington non-profit corporation, and the Declaration of Easement Q recorded under Kittitas County Auditor's File Nos. 200008010057, 200102160011 and 200310240041 and as they may be hereafter amended, provided, however, that Parcel 1 shall be subject to only those sections of the CCRs of High Ranch Homeowners Association, Inc., a Washington non-profit corporation, which are set out and amended in Exhibit A hereto which is incorporated herein by reference. Grantee or Grantee's successor in title shall hereafter be obligated to pay all yearly charges for maintenance and all special assessments of High Ranch Homeowners Association, Inc., a Washington non-profit corporation.

4. **Parcel 2 Contribution To Homeowners Association.** At the time a building permit is applied for with Kittitas County, or not later than three years from the date of this Agreement, whichever occurs first, Grantee or Grantee's successors in title shall make a one time contribution of Ten Thousand Dollars (\$10,000.00) to the Maintenance Fund of High Ranch Homeowners Association, Inc., a Washington non-profit corporation.

5. **Parcel 2 Membership in Homeowners Association.** Parcel 2 shall become a member of the High Ranch Homeowners Association, Inc., a Washington non-profit corporation, and shall be subject to the CCR's of High Ranch Homeowners Association, Inc., a Washington non-profit corporation, and the Declaration of Easement Q recorded under Kittitas County Auditor's File Nos. 200008010057, 200102160011 and 200310240041 and as they may be hereafter amended, provided, however, that Parcel 1 shall be subject to only those sections of the CCRs of High Ranch Homeowners Association, Inc., a Washington non-profit corporation, which are set out and amended in Exhibit A hereto which is incorporated herein by reference. Grantee or Grantee's successor in title shall hereafter be obligated to pay all yearly charges for maintenance and all special assessments of High Ranch Homeowners Association, Inc., a Washington non-profit corporation.

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6. **Extension of Power.** It is specifically agreed that Grantee and Grantee's successors in title may connect to the existing electrical utilities located within the easement area and shall have the use of said electrical utilities for the benefit of one residential property located on Grantee Parcel 1 and one residential property located on Grantee Parcel 2. These electrical utilities shall be utilized from the cul-de-sac location and must remain underground throughout High Ranch as well as on the D&H Ranch parcels.

7. **Payment to Nine-Sixty, LLC.** Grantee agrees to pay Nine-Sixty, LLC the sum of Seventy Thousand Dollars (\$70,000.00) payable upon execution of this Agreement.

8. **Dismissal of Court Action.** Grantee agrees to release and dismiss all claims pending under Kittitas County Cause No. 06-2-00166-7. Grantors and Grantee agree that said litigation shall be dismissed with prejudice and without cost to any party.

9. **Indemnification.** Grantor and Grantee agree to indemnify, protect and hold each other harmless from and against any and all claims, causes of action, or other assertions of liability, including attorney fees and costs, arising out of any their respective negligence, intentional acts or omissions with regard to the use of the Easement.

10. **Easement Runs with the Land.** The Easement granted and the restrictions and covenants established herein shall run with and shall bind and be obligatory upon the properties described herein; provided that, anything herein to the contrary notwithstanding, no right in or to the general public are created hereby.

11. **Legal Expenses.** If either party is required to bring or maintain any action (including assertion of any counterclaim or cross claim, or claim in a proceedings in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Agreement to an attorney for the enforcement of its terms, the prevailing party in such action shall, in addition to all other payments required herein, receive from the others all the costs incurred by the prevailing party, including reasonable attorney fees and such costs and reasonable attorney fees which the prevailing party may incur on any appeal.

12. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

13. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

GRANTORS:


LINDA S. JOHNSON

DARREL J. STORKSON

MARJORIE STORKSON

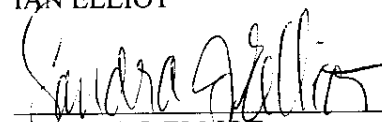

HOWARD JOHNSON


ANN CALLOW

DAVID G. HUDSON

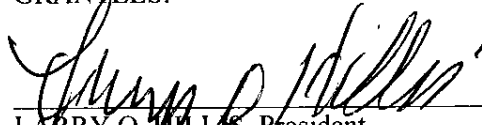
DONNA HUDSON



IAN ELLIOT


SANDRA J. ELLIOT


RUTH A. LIPPENCOTT

GRANTEES:


LARRY O. HILLIS, President
D&H Ranch, Inc.


DAVID J. DUNCAN, Jr., Vice- President
D&H Ranch, Inc.

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Kittitas County Auditor

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

GRANTORS:

GRANTEES:

LINDA S. JOHNSON

LARRY O. HILLIS, President
D&H Ranch, Inc.

DARREL J. STORKSON

DAVID J. DUNCAN, Jr., Vice- President
D&H Ranch, Inc.

MARJORIE STORKSON

HOWARD JOHNSON

ANN CALLOW

DAVID G. HUDSON

DONNA HUDSON

IAN ELLIOT

SANDRA J. ELLIOT

RUTH A. LIPPENCOTT

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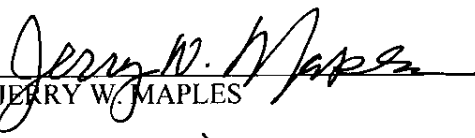




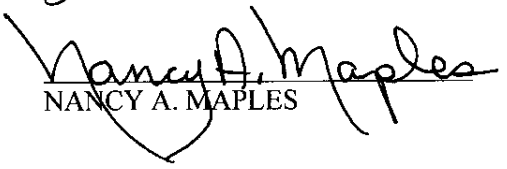
PAUL H. BEAUDOIN



ANN J. BEAUDOIN



JERRY W. MAPLES



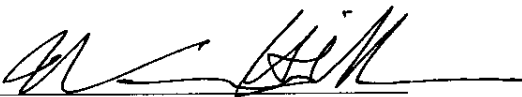
NANCY A. MAPLES

GEORGE E. AUSTIN


NANCY J. AUSTIN



MELISSA A. COOKE



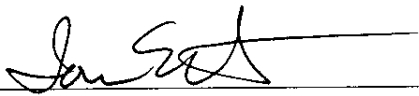
Werner W. Hillemann, Jr.



Joanne V. Hillemann



DARIN R. AABY



JUDY D. AABY

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PAUL H. BEAUDOIN

ANN J. BEAUDOIN

JERRY W. MAPLES

NANCY A. MAPLES

GEORGE E. AUSTIN

Nancy J. Austin

NANCY J. AUSTIN

MELISSA A. COOKE

Werner W. Hillemann, Jr.

Joanne V. Hillemann

DARIN R. AABY

JUDY D. AABY

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High Ranch Homeowners Association, Inc.,
a Washington non-profit corporation

Printed Name: Janet

Title: pres

Approved by:

Cashmere Valley Bank as Lien Holder of
Linda S. Johnson property

Printed Name: Pamela J. Wilson

Title: AVP

Cashmere Valley Bank as Lien Holder on
Maples Property

Printed Name: Pamela J. Wilson

Title: AVP

DAVID G. HUDSON, Contract Holder on
Hilleman Property

DONNA HUDSON, Contract Holder on
Hilleman Property

National City Mortgage Company as Lien Holder
On Hilleman Property

Printed Name: _____

Title: _____

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High Ranch Homeowners Association, Inc.,
a Washington non-profit corporation
Printed Name: _____
Title: _____

Approved by:

Cashmere Valley Bank as Lien Holder of
Linda S. Johnson property
Printed Name: _____
Title: _____

Cashmere Valley Bank as Lien Holder on
Maples Property
Printed Name: _____
Title: _____


DAVID G. HUDSON, Contract Holder on
Hilleman Property


DONNA HUDSON, Contract Holder on
Hilleman Property

National City Mortgage Company as Lien Holder
On Hilleman Property
Printed Name: _____
Title: _____

High Ranch Homeowners Association, Inc.,
a Washington non-profit corporation
Printed Name: _____
Title: _____

Approved by:

Cashmere Valley Bank as Lien Holder of
Linda S. Johnson property
Printed Name: _____
Title: _____

Cashmere Valley Bank as Lien Holder on
Maples Property
Printed Name: _____
Title: _____

DAVID G. HUDSON, Contract Holder on
Hilleman Property

DONNA HUDSON, Contract Holder on
Hilleman Property

Crystal A. Carter Rhodes

National City Mortgage Company as Lien Holder
On Hilleman Property
Printed Name: Crystal A Carter-Rhodes
Title: Assistant Vice President


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\$76.00
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Kittitas County Auditor

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Cashmere Valley Bank as Lien Holder on
Aaby Property
Printed Name: Pamela J. Wilson
Title: AVP

Suntrust Bank, a Georgia corporation
as Lien Holder on Cooke/Austin Property
Printed Name: _____
Title: _____

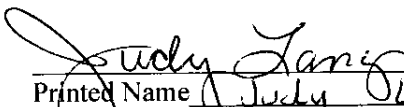
America's Wholesale Lender as Lien Holder on
Cooke/Austin Property
Printed Name: _____
Title: _____


STATE OF WASHINGTON)
) ss.
County of Kittitas)


I certify that I know or have satisfactory evidence that **Larry O. Hillis** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of D&H Ranch, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 17th day of December, 2008.




Printed Name Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12


Cashmere Valley Bank as Lien Holder on
Aaby Property
Printed Name: Pamela J. Wilson
Title: AVP

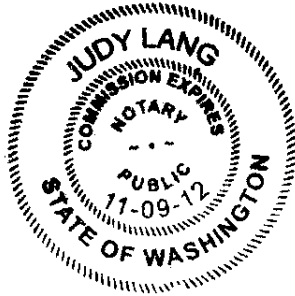

Suntrust Bank, a Georgia corporation
as Lien Holder on Cooke/Austin Property
Printed Name: V. P. Sovetta
Title: M. Woodard

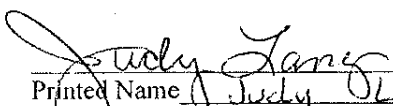
America's Wholesale Lender as Lien Holder on
Cooke/Austin Property
Printed Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that **Larry O. Hillis** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of D&H Ranch, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10th day of December, 2008.




Printed Name Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

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\$76.00
Easement WINBAUER
Kittitas County Auditor

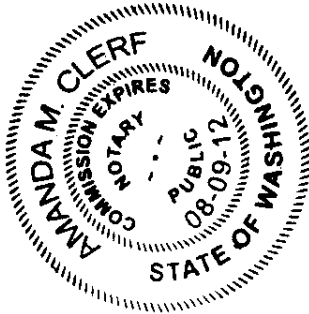
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Page 17 of 35



STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that **David J. Duncan, Jr.** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice-President of D&H Ranch, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 22 day of January, 2008.



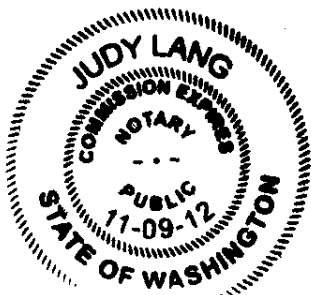
Amanda M. Clerf

Printed Name Amanda M. Clerf
Notary Public in and for the State of Washington
My commission expires: 08-09-12

STATE OF WASHINGTON)
)ss.
County of Kittitas)

This is to certify that, on this 17th day of December, 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for **Linda S. Johnson**, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.



Judy Lang

Printed Name Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

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\$76.00
Easement WINBAUER
Kittitas County Auditor

200903030018
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STATE OF WASHINGTON)
)ss
County of king)

NANCY J AUSTIN

I certify that I know or have satisfactory evidence that [redacted] is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5th day of Jan, 2008.9

Marsha A Turner

Printed Name: Marsha A Turner
Notary Public in and for the State of Washington
My commission expires: 03-31-12



STATE OF WASHINGTON)
)ss
County of king)

GEORGE E. AUSTIN

I certify that I know or have satisfactory evidence that [redacted] is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5th day of Jan, 2008.9

Marsha A Turner

Printed Name: Marsha A Turner
Notary Public in and for the State of Washington
My commission expires: 03-31-12



03/03/2009 02:54:04 PM
\$76.00
Easement WINBAUER
Kittitas County Auditor

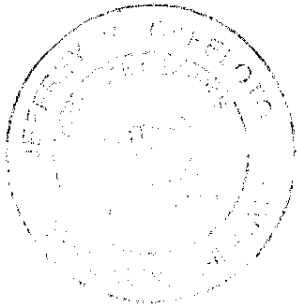
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Page 19 of 35



STATE OF WASHINGTON)
)ss
County of Snohomish)

I certify that I know or have satisfactory evidence that **Darrel J. Storkson** is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17th day of December, 2008.

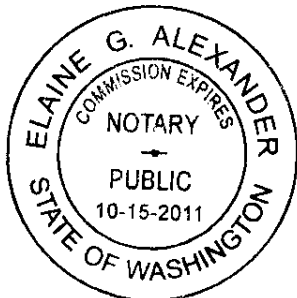


J. H. Caputo
Printed Name: J. H. Caputo
Notary Public in and for the State of Washington
My commission expires: 12/13/2009

STATE OF WASHINGTON)
)ss
County of Snohomish)

I certify that I know or have satisfactory evidence that **Marjorie Storkson** is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19th day of December, 2008.



Elaine G. Alexander
Printed Name: ELAINE G. ALEXANDER
Notary Public in and for the State of Washington
My commission expires: 10-15-2011

03/03/2009 02:54:04 PM

200903030018
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\$76.00
Easement WINBAUER
Kittitas County Auditor



STATE OF WASHINGTON)
)ss.
County of Kittitas)

This is to certify that, on this 17th day of December, 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for **Howard Johnson**, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.

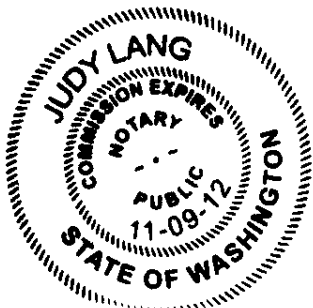


Judy Lang
Printed Name Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

STATE OF WASHINGTON)
)ss.
County of Kittitas)

This is to certify that, on this 17th day of December, 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for **Ann Callow**, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.



Judy Lang
Printed Name Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

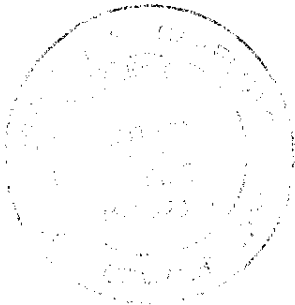
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\$76.00
Easement WINBAUER
Kittitas County Auditor

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STATE OF WASHINGTON)
)ss
County of Skamania)

I certify that I know or have satisfactory evidence that **David G. Hudson** is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19th day of December, 2008.

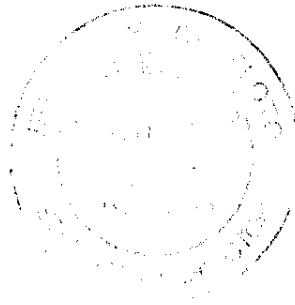


[Signature]
Printed Name: David G. Hudson
Notary Public in and for the State of Washington
My commission expires: 11/15/09

STATE OF WASHINGTON)
)ss
County of Skamania)

I certify that I know or have satisfactory evidence that **Donna Hudson** is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19th day of December, 2008.



[Signature]
Printed Name: David G. Hudson
Notary Public in and for the State of Washington
My commission expires: 11/15/09

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\$76.00
Easement WINBAUER
Kittitas County Auditor

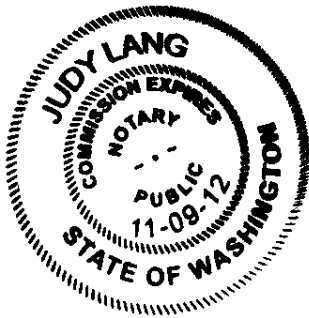
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Page 22 of 35



STATE OF WASHINGTON)
)ss
County of Kittitas)

I certify that I know or have satisfactory evidence that **Ian Elliot** is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17th day of December, 2008.

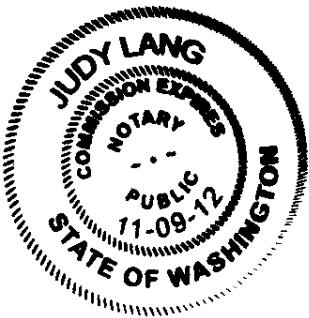


Judy Lang
Printed Name: Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

STATE OF WASHINGTON)
)ss
County of Kittitas)

I certify that I know or have satisfactory evidence that **Sandra J. Elliot** is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17th day of December, 2008.



Judy Lang
Printed Name: Judy Lang
Notary Public in and for the State of Washington
My commission expires: _____

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\$76.00
Easement WINBAUER
Kittitas County Auditor

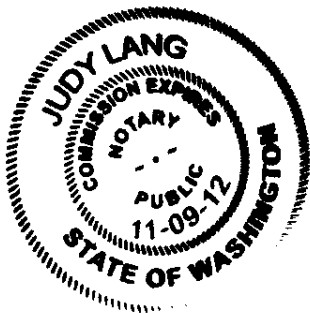
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Page 23 of 35



STATE OF WASHINGTON)
)ss.
County of Kittitas)

This is to certify that, on this 17th day of December, 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for **Ruth A. Lippencott**, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.



Judy Lang
Printed Name Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

STATE OF WASHINGTON)
)ss
County of Kittitas)

I certify that I know or have satisfactory evidence that **Paul H. Beaudoin** is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2008.

Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

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Easement
Kittitas County Auditor

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STATE OF WASHINGTON)
)ss
County of Kittitas)

I certify that I know or have satisfactory evidence that **Ann J. Beaudoin** is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2008.

Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
)ss
County of Kittitas)

I certify that I know or have satisfactory evidence that **Jerry W. Maples** is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19th day of December, 2008.

Printed Name: JOHN P. WINBAUER
Notary Public in and for the State of Washington
My commission expires: 4-22-09.

03/03/2009 02:54:04 PM
\$76.00
Easement WINBAUER
Kittitas County Auditor

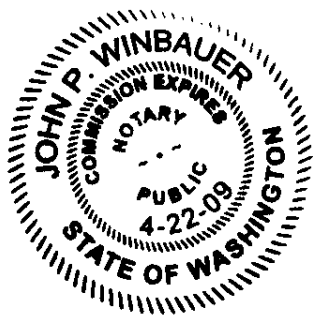
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Page 25 of 35



STATE OF WASHINGTON)
)ss
County of Kittitas)

I certify that I know or have satisfactory evidence that **Nancy A. Maples** is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19th day of December, 2008.



[Handwritten signature]

Printed Name: JOHN P. WINBAUER
Notary Public in and for the State of Washington
My commission expires: 4-22-09

STATE OF WASHINGTON)
)ss
County of Kittitas)

I certify that I know or have satisfactory evidence that **George E. Austin** is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2008.

Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

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\$76.00
Easement WINBAUER
Kittitas County Auditor

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STATE OF WASHINGTON)
)ss
County of Kittitas)

I certify that I know or have satisfactory evidence that **Nancy J. Austin** is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

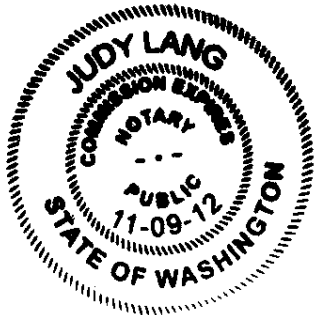
DATED this _____ day of _____, 2008.

Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
)ss
County of Kittitas)

I certify that I know or have satisfactory evidence that **Melissa A. Cooke** is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 12th day of January, 2009, 2008.



Judy Lang
Printed Name: Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

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\$76.00
Easement WINBAUER
Kittitas County Auditor

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STATE OF WASHINGTON)
)ss
County of Kittitas)

I certify that I know or have satisfactory evidence that **Werner W. Hillemann, Jr.** is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 14th day of January, ~~2008~~ ²⁰⁰⁹.

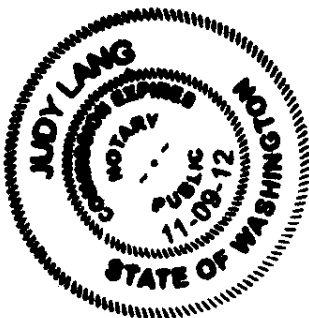


Judy Lang
Printed Name: Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

STATE OF WASHINGTON)
)ss
County of Kittitas)

I certify that I know or have satisfactory evidence that **Joanne V. Hillemann** is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10th day of December, 2008.



Judy Lang
Printed Name: Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

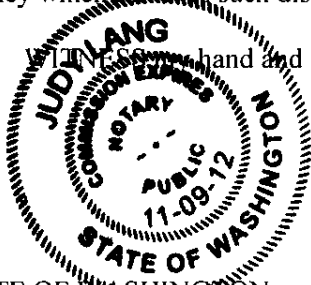
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\$76.00
Easement WINBAUER
Kittitas County Auditor

200903030018
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STATE OF WASHINGTON)
)ss.
County of Kittitas)

This is to certify that, on this 15th day of January, ²⁰⁰⁹ 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for **Darin R. Aaby**, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.



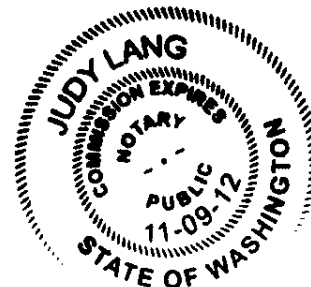
WITNESS my hand and official seal the day and year in this certificate first above written.

Judy Lang
Printed Name Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

STATE OF WASHINGTON)
)ss.
County of Kittitas)

This is to certify that, on this 15th day of January, ²⁰⁰⁹ 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for **Judy D. Aaby**, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.



Judy Lang
Printed Name Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

03/03/2009 02:54:04 PM
\$76.00
Easement WINBAUER
Kittitas County Auditor

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STATE OF WASHINGTON)
)ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and stated on oath that he is authorized to execute the enclosed instrument on behalf of High Ranch Homeowners Association, Inc., a Washington non-profit corporation, as the _____ of the corporation, and acknowledged the same to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

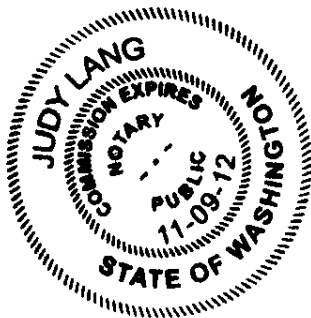
DATED this ____ day of _____, 2008.

Printed Name _____
Notary Public in and for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
)ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that Pamela J. Wilson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Assistant Vice President of Cashmere Valley Bank. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 18th day of February, ²⁰⁰⁹~~2008~~.



Judy Lang
Printed Name Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

STATE OF OHIO)
)ss.
County of MONTGOMERY)

I certify that I know or have satisfactory evidence that Crystal A Carter-Rhodes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Asst. Vice President of National City Mortgage to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 5th day of March, 20089



Mary Y Parrish
Printed Name MARY Y. PARRISH, Notary Public
Notary Public in and for the State of Ohio and for the State of Ohio
My commission expires: May 7, 2010

STATE OF WASHINGTON)
)ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Suntrust Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2008.

Printed Name _____
Notary Public in and for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
)ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of National City Mortgage to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

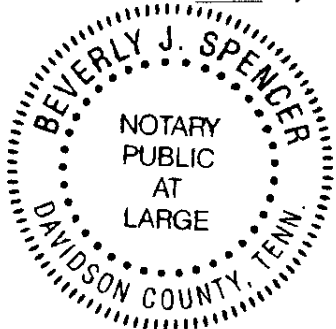
DATED this _____ day of _____, 2008.

Printed Name _____
Notary Public in and for the State of Washington
My commission expires: _____

By Tennessee
~~STATE OF WASHINGTON~~)
Davidson)ss.
County of ~~Kittitas~~)

I certify that I know or have satisfactory evidence that Joetta M Ward is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VP of Suntrust Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2nd day of March, ~~2008~~ ²⁰⁰⁹ *kg*



Beverly J Spencer
Printed Name Beverly J Spencer
kg Notary Public in and for the ~~State of Washington~~ State of
My commission expires: 3-10-2012 TN

03/03/2009 02:54:04 PM

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\$76.00
Easement WINBAUER
Kittitas County Auditor

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STATE OF WASHINGTON)
)ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of America's Wholesale Lender to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

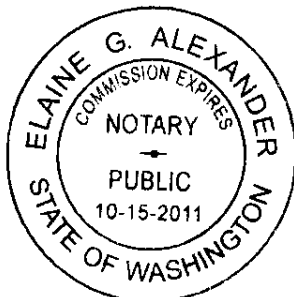
DATED this _____ day of _____, 2008.

Printed Name _____
Notary Public in and for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
)ss.
County of ~~Kittitas~~ Skottomish)

I certify that I know or have satisfactory evidence that **David G. Hudson** and **Donna Hudson**, are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Contract Holder on the Hilleman Property, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 19th day of Dec, 2008.



Elaine G. Alexander
Printed Name ELAINE G. ALEXANDER
Notary Public in and for the State of Washington
My commission expires: 10-15-2011

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Kittitas County Auditor

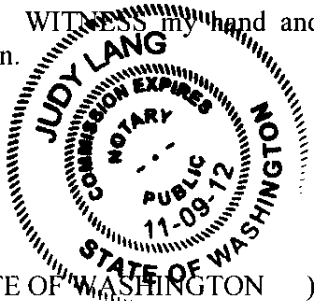
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STATE OF WASHINGTON)
)ss.
County of Kittitas)

This is to certify that, on this 13th day of February, 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for **Paul H. Beaudoin**, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.

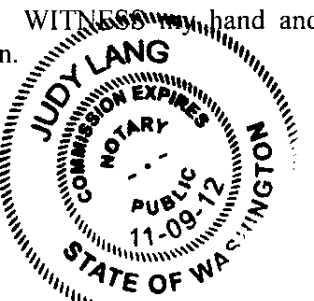


Judy Lang
Printed Name Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

STATE OF WASHINGTON)
)ss.
County of Kittitas)

This is to certify that, on this 13th day of February, 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Ian Elliot, to me known to be an Attorney in Fact for **Ann J. Beaudoin**, as principal, and who executed the within and foregoing instrument as said Attorney in Fact on behalf of said principal, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed as such Attorney in Fact for the uses and purposes therein mentioned, and on oath stated that to the best of said individual's knowledge the power of attorney authorizing the execution of said instrument has not been revoked and that the principal is now living, and is not disabled or incapacitated at law, or if disabled or incapacitated at law, the power of attorney is a durable power of attorney which survives such disability or incapacity at law pursuant to RCW 11.94.010.

WITNESS my hand and official seal the day and year in this certificate first above written.



Judy Lang
Printed Name Judy Lang
Notary Public in and for the State of Washington
My commission expires: 11-09-12

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**EXHIBIT A
RESTRICTIONS, COVENANTS AND CONDITIONS AND CHARGES,
ASSESSMENTS AND LIENS OF HIGH RANCH AT ELLENSBURG
APPLICABLE TO D&H RANCH, INC. PROPERTIES.**

Section 2.01: In the event that the Roads are ever dedicated to and accepted by Kittitas County, or any other municipal government in which the Development is then located, then this Easement shall terminate.

Section 3.07: Exterior Lighting. Exterior lighting within the Parcels shall be shielded in such a way as to eliminate direct lighting to extend beyond the developed area of the Parcel. Such lighting shall include a device which automatically switches the lamp on at dusk and off at dawn. The intent is to minimize the light pollution between neighbors and in the unique environment within High Ranch.

Section 3.11: Noxious Activities. No noxious or offensive activities shall be carried on upon any Parcel, nor shall anything be done thereon which may be an unreasonable annoyance or nuisance to neighboring Owners. No Parcel shall be used in a manner which unreasonably interferes with other Owner's rights to use and enjoyment of the respective Parcels.

All Owners understand and acknowledge they have been informed that the Property is located in an active agricultural area in which a specific right to farm law exists. All owners of Lots understand that, in the normal management of agricultural or related activities, there will be noise, dust, distribution of airborne particulate matter, and other effects from the operation of farm equipment, irrigation pumps, and there will be movement of agricultural equipment and/or animals. The Lot Owner is aware that, in an agricultural area, both ground and aerial application of seed, fertilizers, conditioners, herbicides, insecticides, and related plant protection and development products occur on a regular basis. The Lot Owner further understands and agrees that agricultural activities occur in both daylight and at night and not during any particular time. The Lot Owner understands that, by owning a Lot, he will be subjected to all of the above and possibly additional activities and/or situations that may be perceived as a nuisance but which are the result of normal ongoing agricultural activities. An Owner is precluded from commencing any legal activity or any kind of a lawsuit in any court of competent jurisdiction alleging damages from the result of normal and non-negligent agricultural activities.

Section 3.12: Guests. Owners are responsible at all times for the conduct of their guests.

Section 5.02: The Owner of each Parcel of forty (40) acres or less shall be entitled to two (2) votes. Owners with more acreage are entitled to three (3) votes. If more than one (1) person is Co-Owner of a Parcel, then any Co-Owner may cast the votes on behalf of such Parcel. However, if Co-Owners vote inconsistently then the votes on behalf of such Parcel shall not be counted. The Owners of the D & H Ranch properties will get no vote on subjects they have opted out of.

Section 5.05: The assessment levied by the Association shall be used for snow removal and the construction, repair, and maintenance of common areas, roads and trails within the Property, the storm drainage system, together with the costs and expenses reasonably incident thereto, such as insurance premiums and legal and accounting fees and costs incurred in enforcement of these covenants.

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Section 5.06: Each Parcel shall be subject to an annual assessment, in an amount reasonably estimated by the Board of Directors to be the sum required to fund the necessary and routine costs described herein, including the establishment of a reserve for projected costs. Such annual assessment may, at the discretion of the Board, be required to be paid either monthly or quarterly.

Section 5.07: In addition to the annual assessments, the Association may levy special assessments from time to time for the purpose of defraying, in whole or in part, the cost of extraordinary expenses and any construction or reconstruction, unexpected repair or replacement of an improvement upon the Road within the Property, for legal fees, costs and expenses incurred with regard to any dispute to which the Association is a party, provided that such special assessment shall have the consent of Owners possessing two-thirds (2/3) of all votes cast on the decision.

Section 5.08: Annual and special assessments must be allocated uniformly among the Parcels in proportion to the votes of the Owners thereof granted pursuant to Section 5.02 above.

Section 5.09: In the event that any assessment, whether annual or special, shall remain unpaid to the Association for a period of thirty (30) days after the due date established by the Board of Directors, the Association may record a written notice with the Auditor of Kittitas County, Washington that the Association claims a lien against the Parcel that has been levied the assessment for collection of the assessment, together with a late charge of ten percent (10%) of the delinquent assessment, interest at the rate of twelve percent (12%) per annum from the due date until paid, and attorneys' fees and cost incurred incident thereto. From and after recording such notice, the specified Parcel shall be subject to a lien to the Association as security for the sums designated in such notice together with any other unpaid assessment which may accrue thereafter, together with interest and attorneys' fees and costs, until satisfied of record. Such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the Association shall recover a reasonable sum as attorneys' fees therein and the reasonable costs of searching and abstracting the public records. No satisfaction made of foreclosure shall constitute a release of the Association's rights hereunder with respect to future accruing assessments. During the period of any delinquency of an assessment, the Owner of the Parcel subject to the assessment shall not be entitled to vote. For the purpose of this paragraph, the term assessment shall include not only the annual or special assessments assessed pursuant to Article VII, but also any other cost or charge which, pursuant to the Declaration, is payable by the Owner.

Section 5.10: In consideration of the right conferred upon the Association hereby, the Association shall maintain the Road and trail easements in the Property. When it deems feasible to do so, the Association shall cause all or a portion of the Road in the Property to be reasonably plowed and passable during the winter season. There are no assurances however that the Road will be cleared the next day (or within any given time frame) after a snowfall. Such services shall be performed for the benefit of the Owners until such time, if any, that such functions shall be assumed by a public authority.

The Property as described hereinabove **does not** include the parcels legally described in the Easement Agreement attached hereto which are currently owned by D&H Ranch, Inc. The Association and all other Owners do not have the right to access any roadways constructed on D&H Ranch, Inc. property and the Association has no duty to maintain said roadways.

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Kittitas County Auditor

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Section 5.11: The Committee shall have the authority to advertise for bids, let contract to contractors and others, and to take such other actions as is reasonably necessary to comply with this Article.

Section 5.12: The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosures or proceedings in lieu thereof shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve any Parcel from liability for any assessment thereafter becoming due or from the lien thereof. Further, Owners shall, in any case, remain personally liable for assessments accrued during any time period in which they were an Owner, including reasonable attorneys' fees, costs and interest with respect to any such assessments.