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10/31/2006 2:33pm \$35.00
PIERCE COUNTY, WASHINGTON

AFTER RECORDING RETURN TO:

ROBERT KETTELDOFF
4610 223rd ST. E.
SPANAWAY, WA 98387

Document type: Easement

Reference numbers of related documents:

Additional reference numbers on page of document

Grantor(s):

- 1. GARY ERB
- 2. NORMA ERB
- 3.
- 4.

etc. additional names on page of document

Grantee(s):

- 1. GARY ERB
- 2. NORMA ERB
- 3.
- 4.

etc. additional names on page of document

Legal description: Abbreviated form: Full legal description on page 1

Assessor's parcel number(s):

0217032050, 0217036007, 0217036008, 0217036009

EXCISE TAX EXEMPT DATE 10/31/06
Pierce County

By dm Auth. Sig

**EASEMENT
for
INGRESS, EGRESS & UTILITIES**

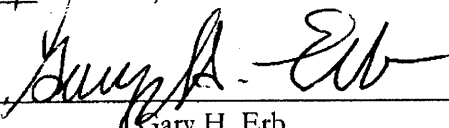
THIS EASEMENT is executed and entered into by GARY H. ERB and NORMA R. ERB, husband and wife (hereinafter collectively called "Erb" for the benefit of Lots 1, 2 and 3 of Pierce County Short Plat 200610115003.

RECITALS

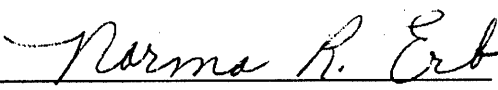
- A. In order for individuals or companies by either purchase or assign to obtain access and bring utilities into the property in connection with the development of Lots 1, 2 and 3 of the said Short Plat, it is necessary for Erb to give and grant an easement over certain adjacent real properties.
- B. The real property over which Erb grants easement is owned by Erb and called Parcel A (herein after collectively referred to as "Erb Highway Parcel") and legally described on Exhibit "A". Erb is also the owner of said lots 1, 2 and 3.
- C. Erb has agreed to give and grant a perpetual non-exclusive easement to all heirs, successors, and or assigns forever to allow access for ingress, egress and utilities to and from Parcel A, Lots 1, 2 and 3 , all in accordance with the terms, conditions, and provisions set forth in the Easement Agreement's of Record, recorded under Pierce County Auditor's File Numbers 9207300523, 9207300524, 9403040164.
- D. This easement is appurtenant to Parcel A and Lot 1 and for the benefit of Parcel A, Lots 1, 2 and 3 and shall be deemed to be a benefit running with the land.
- E. The location of this easement location is more particularly described in Pierce County Auditor's File Number 9404280752.
- F. The parcels affected are 0217032050, 0217036007, 0217036008, and 0217036009.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement dated:

27 October, 2006



Gary H. Erb



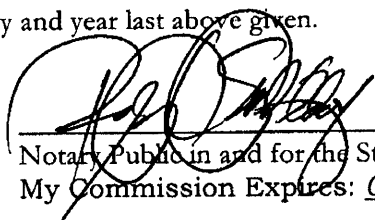
Norma R. Erb

STATE OF WASHINGTON }
COUNTY OF Pierce } SS.

I certify that I know or have satisfactory evidence that Gary H. Erb and Norma R. Erb are the persons who appeared to me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal the day and year last above given.





Notary Public in and for the State of Washington,
My Commission Expires: 04/12/2010

EXHIBIT "A"
Legal Description of Parcel A
(Erb Highway Parcel)

PARCEL A:

Lot 1 as set forth in Declaration of Boundary Line Revision recorded under Auditor's File Number 8410170040, records of Pierce County and located in the Northerly $\frac{1}{2}$ of the Northerly $\frac{1}{2}$ of the Francis Gravaile Donation Land Claim No. 38, Township 17 and 18 North, Range 2 East, WM.

Except that portion of said Lot 1 conveyed to the City of Roy, a municipal corporation, by instrument recorded December 26, 1984 under Auditor File No. 8412260213

Situated in County of Pierce, State of Washington.

Auditor's Note:
Map filed in vault
in Map File Folder.
Colored

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EASEMENT AGREEMENT

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PIS

THIS EASEMENT AGREEMENT is executed and entered into by and among NEW CONCEPT HOMES, INC., a Washington corporation ("New Concept"); and ROBERT K. ETTELDORF and LARA ETTELDORF, husband and wife (hereinafter collectively "Etteldorf").

LARAE *[Signature]*

RECITALS:

A. New Concept, as Purchaser, executed and entered into a real estate purchase and sale agreement with Etteldorf and JOHN TSURU and MARTHA TSURU, husband and wife, and GRANT R. OIE, a single man, (hereinafter collectively referred to as "Sellers"), to purchase and acquire that certain undeveloped real property commonly known as the Preliminary Plat of Oakview Heights located in Pierce County, Washington, and legally described on Exhibit "A" attached hereto (hereinafter "Oakview Heights Property").

B. In order for New Concept to obtain access and to bring utilities into the property in connection with its development of Oakview Heights as a single family plat containing approximately 83 lots, it is necessary for Sellers to give and grant to New Concept an easement over certain adjacent real properties.

C. One of the real properties over which such easement must be obtained is owned by Etteldorf commonly known as "Parcel C" and legally described on Exhibit "B" attached hereto.

D. Etteldorf has agreed to give and grant a perpetual non-exclusive easement for such utilities and public access for ingress and egress to and from the Oakview Heights Property, all in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement for Construction of Roadway and Related Improvements for Ingress and Egress to Oakview Heights Property. Etteldorf hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights Property over, under, and across the Ingress/Egress Easement Area for the purposes of: (i) constructing, improving and maintaining a roadway and related cuts, slopes and fills (including curbs, curb cuts and gutters), sidewalks, if required by Pierce County, and utilities (including, but not necessarily limited to, electricity, water, sewer, drainage, natural gas, telephone, CATV and street lighting); and (ii) providing public access via ingress and egress to and from the Oakview Heights Property for pedestrians and vehicular traffic. The Ingress/Egress Easement given and granted pursuant to this Agreement (hereinafter the "Ingress/Egress Easement") is appurtenant to and for the benefit of the Oakview Heights Property which is the dominant estate and will be deemed to be a benefit running with the land. The parties hereto understand, acknowledge and agree that the Oakview Heights Property will

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EXCISE TAX EXEMPT. DATE JUL 30 1992
Pierce County

By *C. Benoit* Auth. Sig
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be developed as a single family plat and as such the Ingress/Egress Easement is for the benefit of all future owners of any lots created in connection with the recording of the final plat of Oakview Heights and their respective guests, invitees and licensees.

Notwithstanding the fact that the Ingress/Egress Easement described herein is non-exclusive, Etteldorf, and his respective heirs, successors and assigns understand and agree that the Easement is intended to provide 24 hours a day, 7 days a week, permanent ingress, egress and access to the Oakview Heights Property. Further, Etteldorf, and his respective heirs, successors and assigns agrees not to undertake or engage in any activity which would impair, limit or otherwise restrict the scope or use of the Easement.

The description of the portion of Parcel C which is the subject matter of the Ingress/Egress Easement (herein the "Ingress/Egress Easement Area") is as shown on the attached map and marked in yellow for identification. Such map is attached hereto as Exhibit "C". The exact location of the roadway and utilities to be constructed within said Ingress/Egress Easement Area shall be as determined by New Concept and finally approved by Pierce County in connection with the development of the Oakview Heights Property.

2. **Sight Distance Easement for Railroad Crossing.** Etteldorf hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights property over and across the Sight Distance Easement Area for the purposes of permitting compliance with (i) the General Guidelines for Railroad Crossing Protection as published by the Washington State Department of Transportation (i.e., visibility triangle), and (ii) the requirements of Chehalis Western Railroad Company in connection with the issuance of railroad crossing permit easement for ingress and egress to the Oakview Heights Property. The description of the portion of Parcel C which is the subject matter of the Sight Distance Easement (herein the "Sight Distance Easement Area") is as shown on the attached map and marked in blue for identification. Such map is attached hereto as Exhibit "D".

To effect such purposes, New Concept shall have the right to clear and maintain the land within the Sight Distance Easement Area to provide a safe sight distance for approaching vehicles to the railroad crossing. In this regard, Etteldorf shall not be permitted to make any improvements or place any structures within the Sight Distance Easement Area which would cause the railroad crossing not to comply with the sight distance requirements of the Washington State Department of Transportation or the requirements of Chehalis Western Railroad Company. The Sight Distance Easement given and granted pursuant to this Agreement (herein the "Sight Distance Easement") is appurtenant to and for the benefit of the Oakview Heights Property which is a dominant estate and will be deemed to be a benefit running with the land.

Additionally, Etteldorf agrees that if additional land is required to meet the requirements of the Washington State Department of Transportation or the Chehalis Western Railroad Company in connection with providing a safe sight distance for vehicles approaching the railroad crossing, then Etteldorf will include such additional land as a part of the Sight Distance Easement Area.

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3. Entryway, Related Improvements and Landscaping Easement. Etteldorf hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights property over, under and across the Entryway, Related Improvements and Landscaping Area, for the purpose of constructing, improving and maintaining an entryway monument and related improvements and landscaping. The Entryway, Related Improvements and Landscaping Easement given and granted pursuant to this Agreement (herein the "Entryway, Related Improvements and Landscaping Easement") is appurtenant to and for the benefit of the Oakview Heights property which is a dominant estate and will be deemed to be a benefit running with the land. The description of the portion of Parcel C which is the subject matter of the Entryway, Related Improvement and Landscaping Easement (herein the "Entryway, Related Improvements and Landscaping Easement Area") is as shown on the attached map and marked in green for identification. Such map is attached hereto as Exhibit "E".

4. Improvement of Ingress/Egress Easement Area. New Concept shall have the full and complete responsibility for and shall bear all costs and expenses in connection with the improvement and construction of the Ingress/Egress Easement Area for the purposes and uses described herein including all costs and expenses necessary to obtain the approvals and permits required by Pierce County and other governmental authorities having jurisdiction in connection with the development of Oakview Heights.

5. Maintenance and Repair of Ingress/Egress Easement Area. From and after completion of the improvements to the Ingress/Egress Easement Area, the costs and expenses associated with the maintenance and repair of the same shall be the responsibility of the owner(s) of the Oakview Heights Property; provided, however, that if Sellers and/or Etteldorf or their respective heirs, successors and assigns undertake on behalf of themselves or in a joint venture with another person(s) or entity(ies) to construct and complete a single family residential development on the real property which is adjacent to the Oakview Heights Property on the south and west sides thereof, then all costs in connection with the maintenance and repair of the Ingress/Egress Easement Area shall be shared among the owner(s) of the said real property and the owner(s) of the Oakview Heights Property pro rata based upon the number of lots in each such development.

Etteldorf agrees to cooperate with New Concept in connection with obtaining permits for and the actual construction of the improvements within the Easement Area including, but not limited to, the execution and delivery of any and all documents or other writings as may be requested by New Concept or required by Pierce County or other governmental authorities having jurisdiction over such work.

6. Release of Portion of Easement Area. New Concept hereby agrees that upon completion of the development and recording of the final plat for Oakview Heights, New Concept will release and reconvey any portion of the Ingress/Egress and Sight Distance Easement Areas not required by Pierce County or other governmental authorities having jurisdiction in connection with the development of the Oakview Heights Property. Said release and reconveyance shall be accomplished by recording of an exact legal description of the Easement Areas utilizing the as-built drawings and survey of such improvements.

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7. Dedication of Easement Area. If in conjunction with the development of the Oakview Heights Property in accordance with its preliminary plat approval, Pierce County requires that the Easement Area be dedicated to the County for public ingress, egress and utilities, then Etteldorf agrees to convey said Easement Area to Pierce County, and to execute any and all other documents which may be required by Pierce County or other governmental authorities having jurisdiction in connection with such dedication.

8. Miscellaneous.

8.1 Incorporation by Reference. The Exhibits attached hereto are incorporated herein by this reference and form a part hereof as if set forth in full.

8.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, sublessees and assigns.

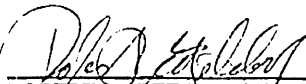
8.3 Dispute Costs and Expenses. In the event of any conflict, claim or dispute between the parties hereto and arising out of or relating to the subject matter hereof, whether or not such conflict, claim or dispute has its basis in law or in equity, the prevailing party shall be entitled to receive from the non-prevailing party(ies) all reasonable costs and expenses of every sort whatsoever including, but not limited to, arbiters fees, mediation fees, deposition costs, expert witness fees, accounting expenses relating thereto, and actual attorneys' fees incurred or expended whether or not court or arbitration proceedings are initiated, and including all such costs or expenses incurred or expended in arbitration, in trial, on appeal or in any bankruptcy or receivership proceeding.


8.4 Right, Power and Authority. Etteldorf represents and warrants to New Concept that Etteldorf has the right, power and authority to give and grant the Easement described herein and to perform all of his duties and obligations hereunder in accordance with its terms.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 29th July, 1992.


ACCEPTED AND AGREED TO:


ETTELDORF:




ROBERT K. ETTELDORF


LARAE ETTELDORF
LARAE 



ROBERT K. ETTELDORF


LARAE ETTELDORF
LARAE 

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John Tsuru
JOHN TSURU

NEW CONCEPT HOMES, INC., a Washington corporation

Martha Tsuru
MARTHA TSURU

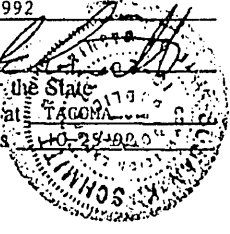
By Herbert E. Mull
Herbert E. Mull, President

Grant R. Oie
GRANT R. OIE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING PIERCE)

I certify that I know or have satisfactory evidence that Robert K. Etteldorf is the person who appeared before me, and said person 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.

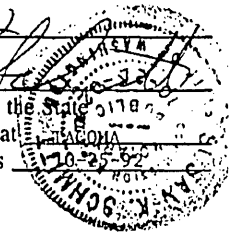
Dated JULY 29, 1992
Susan Schmitt
Notary Public in and for the State
of Washington, residing at TACOMA
My Appointment Expires 10-25-00



STATE OF WASHINGTON)
) ss.
COUNTY OF KING PIERCE)

I certify that I know or have satisfactory evidence that ^{LARAE} ~~Larae~~ Etteldorf is the person who appeared before me, and said person 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 7-29-92
Susan Schmitt
Notary Public in and for the State
of Washington, residing at TACOMA
My Appointment Expires 10-25-00

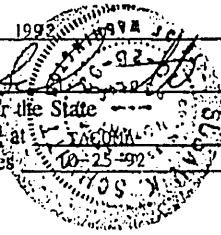


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STATE OF WASHINGTON)
) ss.
COUNTY OF KING PIERCE)

I certify that I know or have satisfactory evidence that Herbert E. Mull 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 New Concept Homes, Inc. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated JULY 29, 1992
Susan K. [Signature]
Notary Public in and for the State
of Washington, residing at TACOMA
My Appointment Expires 10-25-92



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EXHIBIT "A"
Legal Description of
Oakview Heights Property

PARCEL A:

Beginning at the Northeast corner of the Gravaille Donation Land Claim in Section 3, Township 17 North, Range 2 East of the Willamette Meridian; THENCE Southerly along the Easterly line of said Donation Land Claim, 1,025.00 feet; THENCE Northwesterly and perpendicular with the Easterly line of said Donation Land Claim, 382.00 feet; THENCE Southerly and parallel with the Easterly line of said Donation Land Claim, 115.00 feet; THENCE Northwesterly and parallel with the Northerly line of said Donation Land Claim, 993.00 feet; THENCE Northerly and parallel with the Easterly line of said Donation Land Claim, 935 feet more or less to a point situated Southerly 225.00 feet, measured at right angles, from the Northerly line of said Donation Land Claim; THENCE Northwesterly and parallel with the Northerly line of said Donation Land Claim, 1150.00 feet; THENCE Southwesterly 380 feet, more or less to the Easterly right-of-way line of the Chehalis Western Railroad, said point situated 510.00 feet as measured along said right-of-way from the Northerly line of said Donation Land Claim; THENCE Northerly along said right-of-way to the Northerly line of said Donation Land Claim; THENCE Southeasterly along said Northerly line of said Donation Land Claim to the point of beginning.

Situate in the County of Pierce, State of Washington.

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EXHIBIT "B"
Legal Description
of Parcel C

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PARCEL C:

Lot 1 as set forth in Declaration of Boundary Line Revision recorded under Auditor's File No. 8410170040, records of Pierce County and located in the Northerly 1/2 of the Northerly 1/2 of the Francis Gravaile Donation Land Claim No. 38, Townships 17 and 18 North, Range 2 East, W.M.;

EXCEPT that portion of said Lot 1 conveyed to the City of Roy, a municipal corporation, by instrument recorded December 26, 1984 under Auditor's File No. 8412260213.

Situate in the County of Pierce, State of Washington.

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~~NOT RECORDED
FOR ASSIGNING
AUDITOR WASHINGTON
STATE~~

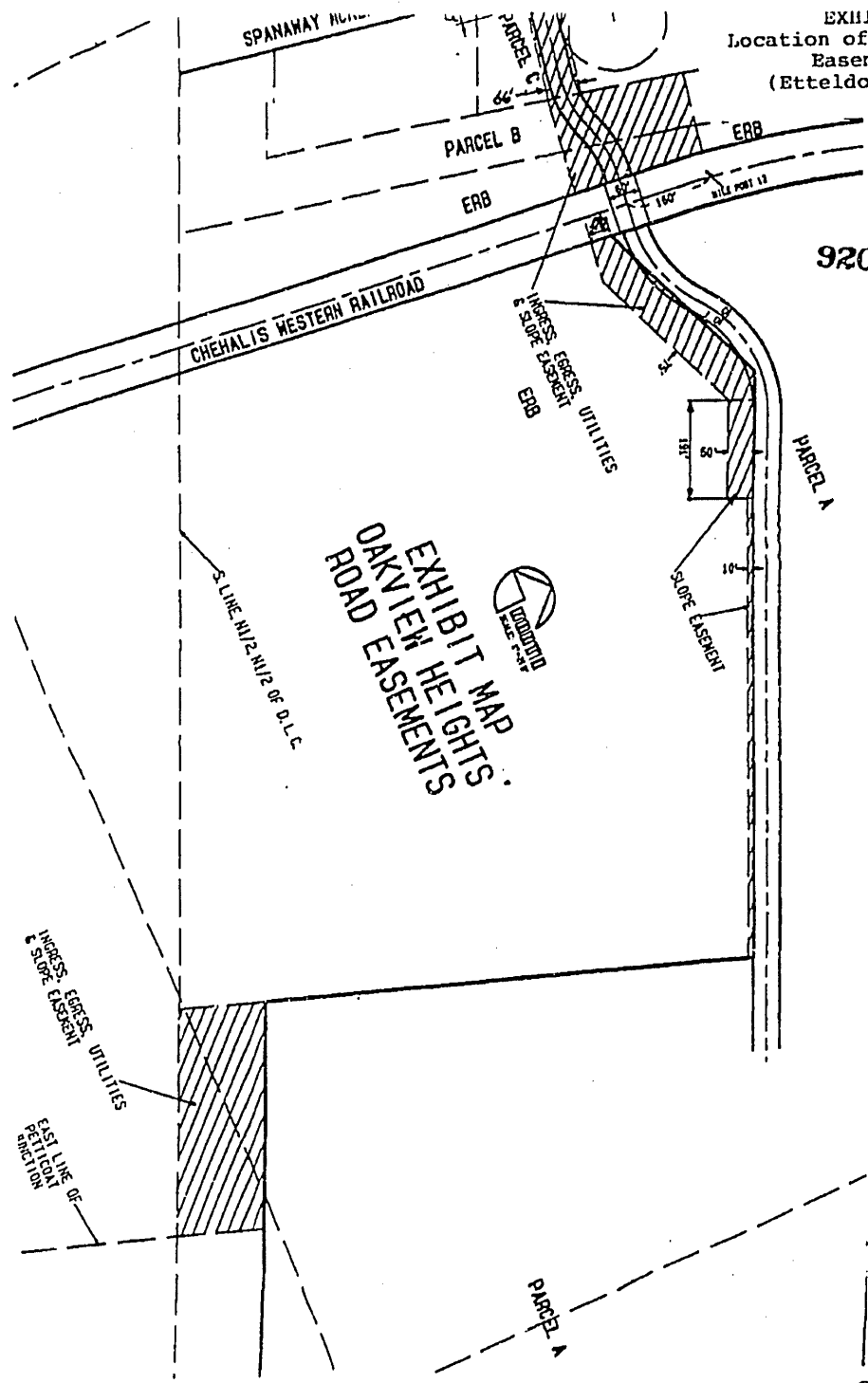
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EXHIBIT "C"
Location of Ingress/Egress
Easement Area
(Etteldorf Property)

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EXHIBIT MAP
OAKVIEW HEIGHTS
ROAD EASEMENTS



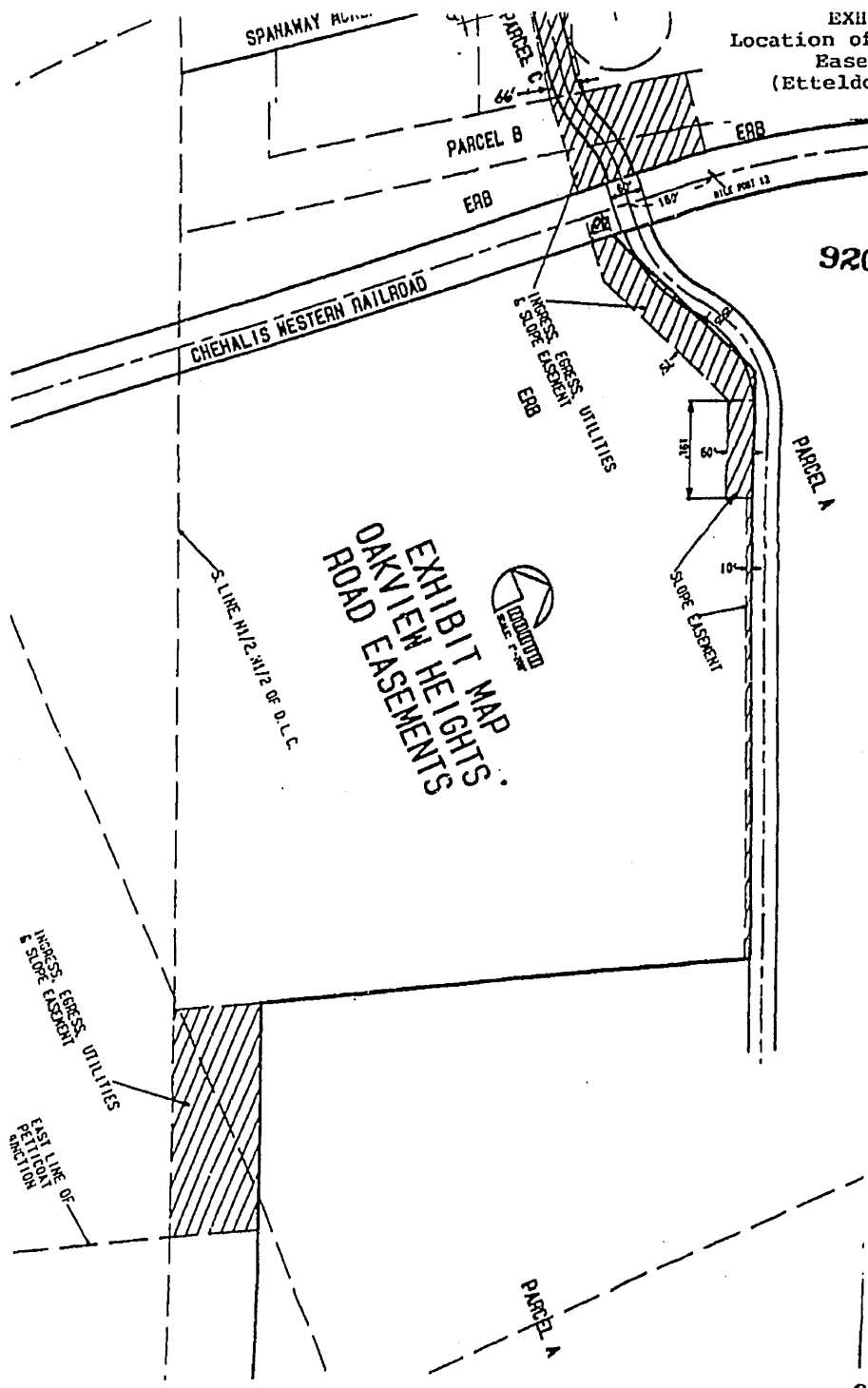
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EXHIBIT "C"
Location of Ingress/Egress
Easement Area
(Etteldorf Property)

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EXHIBIT MAP
OAKVIEW HEIGHTS
ROAD EASEMENTS



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EXHIBIT "D"
Location of Sight Distance
Easement Area
(Etteldorf Property)

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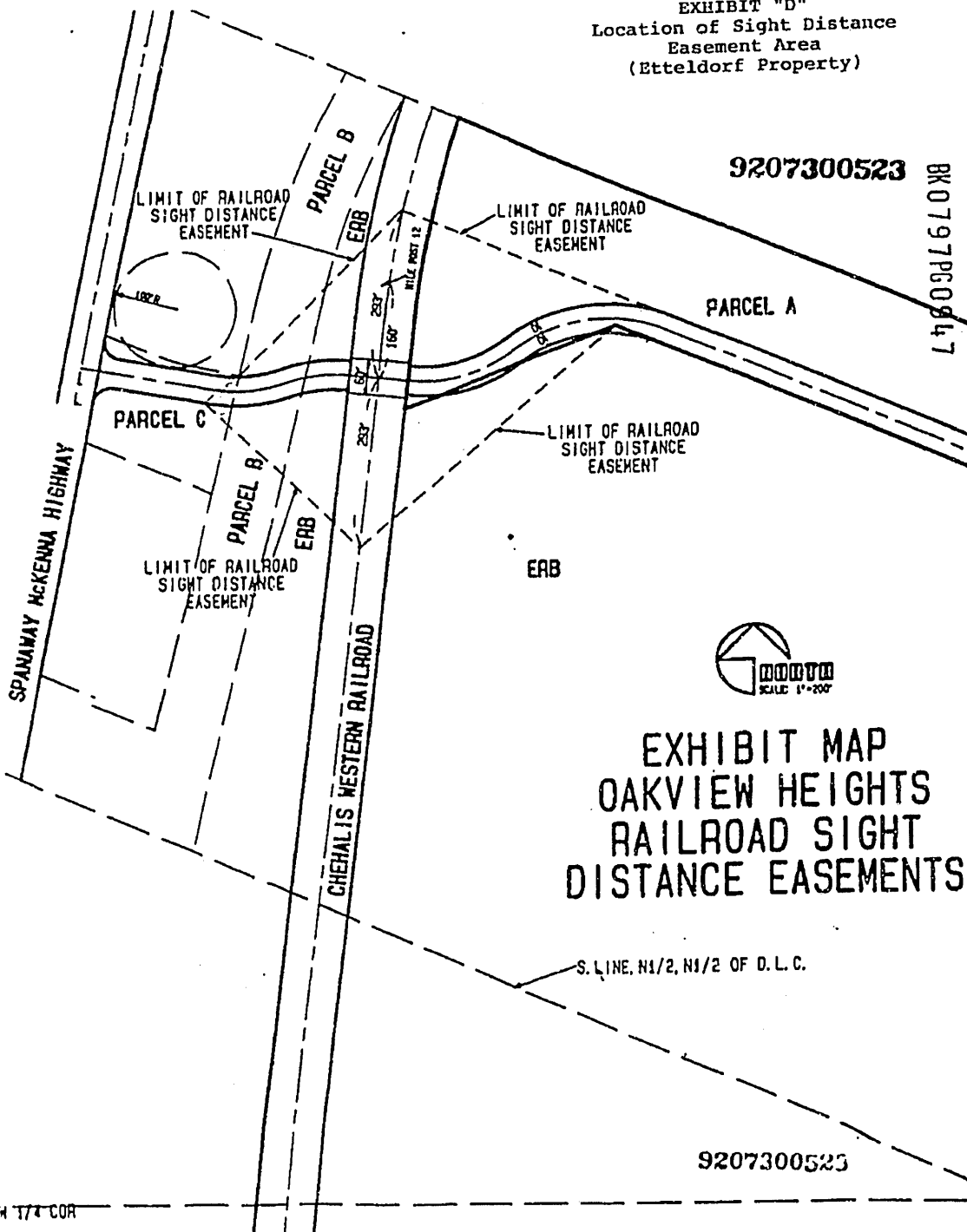


EXHIBIT MAP
OAKVIEW HEIGHTS
RAILROAD SIGHT
DISTANCE EASEMENTS

S. LINE, N1/2, N1/2 OF D.L.C.

9207300523

174' COR

P. 2

07.23.1992 13124

FROM LEROY SURVEYORSENG.

FROM LEROY SURVEY OF 1880.

07.24.1

EXHIBIT "E"
Location of Entryway, Related
Improvements and
Landscaping Easement
(Etteldorf Property)

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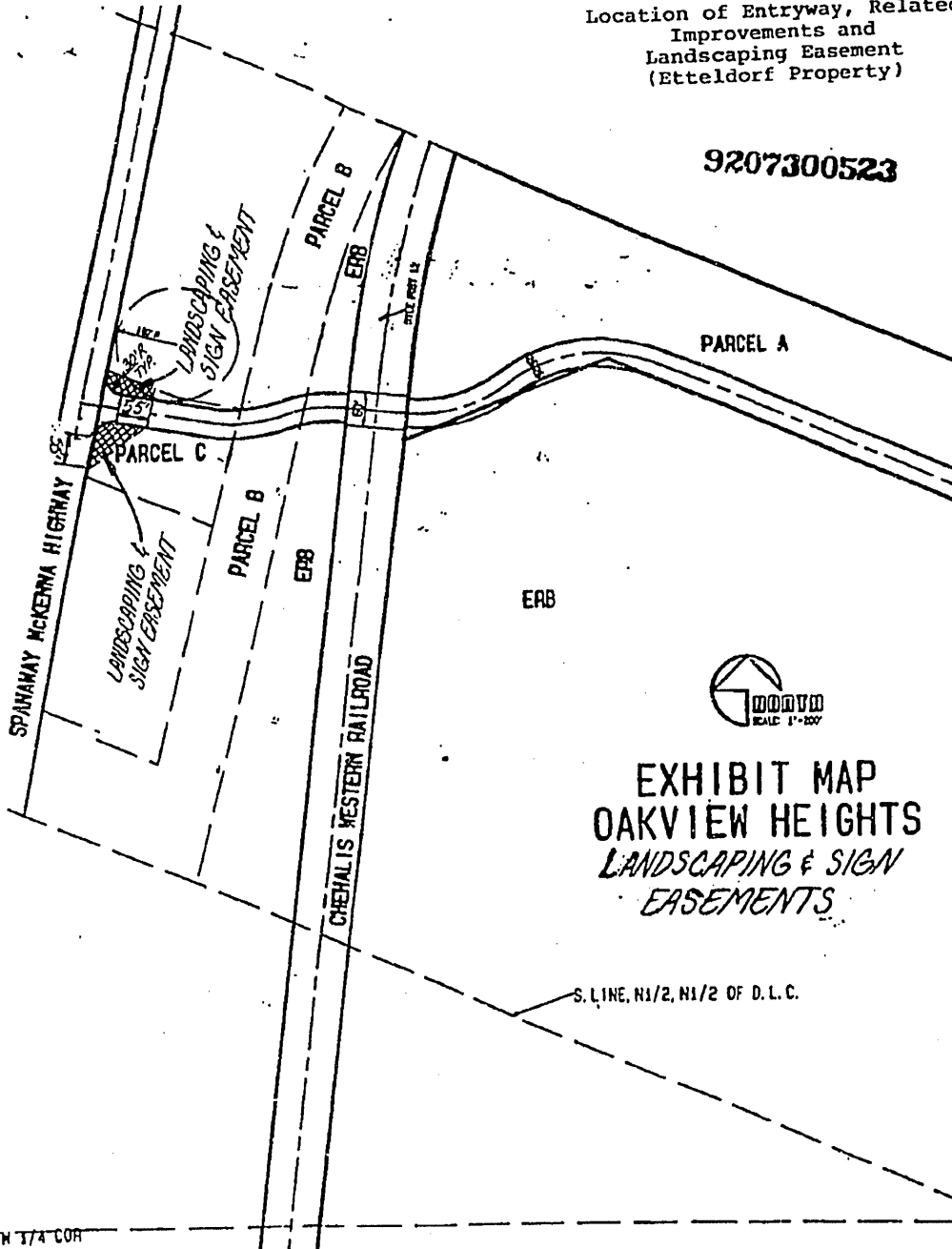


EXHIBIT MAP
OAKVIEW HEIGHTS
LANDSCAPING & SIGN
EASEMENTS



S. 1/2, N. 1/2 OF D. L. C.

N 1/4 COR

...END...
9207300525

Auditor's Note:
Map filed in vault
in Map File Folder.

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is executed and entered into by and among NEW CONCEPT HOMES, INC., a Washington corporation ("New Concept"); and GARY H. ERB and NORMA R. ERB, husband and wife (hereinafter collectively "Erb").

RECITALS:

A. New Concept, as Purchaser, executed and entered into a real estate purchase and sale agreement with ROBERT K. ETTELDORF and ^{JOE}LARA ETTELDORF, husband and wife, JOHN TSURU and MARTHA TSURU, husband and wife, and GRANT R. OIE, a single man, (hereinafter collectively referred to as "Sellers"), to purchase and acquire that certain undeveloped real property commonly known as the Preliminary Plat of Oakview Heights located in Pierce County, Washington, and legally described on Exhibit "A" attached hereto (hereinafter "Oakview Heights Property").

B. In order for New Concept to obtain access and to bring utilities into the property in connection with its development of Oakview Heights as a single family plat containing approximately 83 lots, it is necessary for Erb to give and grant to New Concept an easement over certain adjacent real properties.

C. One of the real properties over which such easement must be obtained is owned by Erb commonly known as the "Erb Parcel" and Parcel B (hereinafter collectively referred to as the "Erb Parcel") and legally described on Exhibit "B" attached hereto.

D. Erb has agreed to give and grant a perpetual non-exclusive easement for such utilities and public access for ingress and egress to and from the Oakview Heights Property, all in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement for Construction of Roadway and Related Improvements for Ingress and Egress to Oakview Heights Property. Erb hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights Property over, under, and across the Ingress/Egress Easement Area for the purposes of: (i) constructing, improving and maintaining a roadway and related cuts, slopes and fills (including curbs, curb cuts and gutters), sidewalks, if required by Pierce County, and utilities (including, but not necessarily limited to, electricity, water, sewer, drainage, natural gas, telephone, CATV and street lighting); and (ii) providing public access via ingress and egress to and from the Oakview Heights Property for pedestrians and vehicular traffic. The Ingress/Egress Easement given and granted pursuant to this Agreement (hereinafter the "Ingress/Egress Easement") is appurtenant to and for the benefit of the Oakview Heights Property which is the dominant estate and will be deemed to be a benefit running with the land. The parties hereto understand, acknowledge and agree that the Oakview Heights Property will

EXCISE TAX EXEMPT DATE JUL 30 1992
Pierce County

By: C. [Signature] 9207300524 Auth. Sig

16 Retain Maps

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be developed as a single family plat and as such the Ingress/Egress Easement is for the benefit of all future owners of any lots created in connection with the recording of the final plat of Oakview Heights and their respective guests, invitees and licensees.

Notwithstanding the fact that the Ingress/Egress Easement described herein is non-exclusive, Erb, and his respective heirs, successors and assigns understand and agree that the Ingress/Egress Easement is intended to provide 24 hours a day, 7 days a week, permanent ingress, egress and access to the Oakview Heights Property. Further, Erb, and his respective heirs, successors and assigns agrees not to undertake or engage in any activity which would impair, limit or otherwise restrict the scope or use of the Ingress/Egress Easement.

The description of the portion of the Erb Parcel which is the subject matter of the Ingress/Egress Easement (herein the "Ingress/Egress Easement Area") is as shown on the attached map and marked in yellow for identification. Such map is attached hereto as Exhibit "C". The exact location of the roadway and utilities to be constructed within said Ingress/Egress Easement Area shall be as determined by New Concept and finally approved by Pierce County in connection with the development of the Oakview Heights Property.

2. Sight Distance Easement for Railroad Crossing. Erb hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights property over and across the Sight Distance Easement Area for the purposes of permitting compliance with (i) the General Guidelines for Railroad Crossing Protection as published by the Washington State Department of Transportation (i.e., visibility triangle), and (ii) the requirements of Chehalis Western Railroad Company in connection with the issuance of railroad crossing permit easement for ingress and egress to the Oakview Heights Property. The description of the portion of the Erb Parcel which is the subject matter of the Sight Distance Easement (herein the "Sight Distance Easement Area") is as shown on the attached map and marked in blue for identification. Such map is attached hereto as Exhibit "D".

To effect such purposes, New Concept shall have the right to clear and maintain the land within the Sight Distance Easement Area to provide a safe sight distance for approaching vehicles to the railroad crossing. In this regard, Erb shall not be permitted to make any improvements or place any structures within the Sight Distance Easement Area which would cause the railroad crossing not to comply with the sight distance requirements of the Washington State Department of Transportation or the requirements of Chehalis Western Railroad Company. The Sight Distance Easement given and granted pursuant to this Agreement (herein the "Sight Distance Easement") is appurtenant to and for the benefit of the Oakview Heights Property which is the dominant estate and will be deemed to be a benefit running with the land.

New Concept agrees not to clear any portion of the Sight Distance Easement Area unless and until required to do so by the Washington State Department of Transportation or the Chehalis Western Railroad Company, and in any event New Concept will not commence any such clearing without first giving ten (10) days written notice thereof to Erb.

Further, notwithstanding the fact that the Sight Distance Easement is a perpetual easement, it is understood and agreed that upon abandonment of the railroad right-of-way and

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release of the Sight Distance Easement Area as a part of its crossing permit requirements by the railroad, the Sight Distance Easement shall be deemed to have terminated.

~~Additionally, Erb agrees that if additional land is required to meet the requirements of the Washington State Department of Transportation or the Chehalis Western Railroad Company in connection with providing a safe sight distance for vehicles approaching the railroad crossing, then Erb will include such additional land as a part of the Sight Distance Easement Area.~~

*SD 2.2 M.P.E.
P/E
N/E/M
G/A
M/T
G/R*

3. Improvement of Ingress/Egress Easement Area. New Concept shall have the full and complete responsibility for and shall bear all costs and expenses in connection with the improvement and construction of the Ingress/Egress Easement Area for the purposes and uses described herein including all costs and expenses necessary to obtain the approvals and permits required by Pierce County and other governmental authorities having jurisdiction in connection with the development of Oakview Heights.

4. Maintenance and Repair of Ingress/Egress Easement Area. From and after completion of the improvements to the Ingress/Egress Easement Area, the costs and expenses associated with the maintenance and repair of the same shall be the responsibility of the owner(s) of the Oakview Heights Property; provided, however, that if Sellers and/or Erb or their respective heirs, successors and assigns undertake on behalf of themselves or in a joint venture with another person(s) or entity(ies) to construct and complete a single family residential development on the real property which is adjacent to the Oakview Heights Property on the south and west sides thereof, then all costs in connection with the maintenance and repair of the Ingress/Egress Easement Area shall be shared among the owner(s) of the said real property and the owner(s) of the Oakview Heights Property pro rata based upon the number of lots in each such development.

Erb agrees to cooperate with New Concept in connection with obtaining permits for and the actual construction of the improvements within the Ingress/Egress Easement Area including, but not limited to, the execution and delivery of any and all documents or other writings as may be requested by New Concept or required by Pierce County or other governmental authorities having jurisdiction over such work.

5. Release of Portion of Easement Area. New Concept hereby agrees that upon completion of the development and recording of the final plat for Oakview Heights, New Concept will release and reconvey any portion of the Ingress/Egress and Sight Distance Easement Areas not required by Pierce County or other governmental authorities having jurisdiction in connection with the development of the Oakview Heights Property. Said release and reconveyance shall be accomplished by recording of an exact legal description of the said Easement Areas utilizing the as-built drawings and survey of such improvements.

New Concept agrees that in connection with grading, slope determination and cuts and fills associated with the ingress/egress roadway, New Concept shall, at its sole expense, install a gate at the easterly boundary line of the railroad right-of-way in order to preserve the security of Erb's livestock. In this regard, upon completion of such grading, slope determination and cuts and fills, Erb shall install a new fence along the southern boundary line of the constructed

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roadway in accordance with county requirements. Said new fencing shall be installed by Erb on or before thirty (30) days following New Concept's completion of such grading; provided that New Concept shall furnish Erb with written notice that such work has been so completed.

6. Dedication of Ingress/Egress Easement Area. If in conjunction with the development of the Oakview Heights Property in accordance with its preliminary plat approval, Pierce County requires that the Ingress/Egress Easement Area be dedicated to the County for public ingress, egress and utilities, then Erb agrees to convey said Ingress/Egress Easement Area to Pierce County, and to execute any and all other documents which may be required by Pierce County or other governmental authorities having jurisdiction in connection with such dedication.

7. Miscellaneous.

7.1 Incorporation by Reference. The Exhibits attached hereto are incorporated herein by this reference and form a part hereof as if set forth in full.

7.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, sublessees and assigns.

7.3 Dispute Costs and Expenses. In the event of any conflict, claim or dispute between the parties hereto and arising out of or relating to the subject matter hereof, whether or not such conflict, claim or dispute has its basis in law or in equity, the prevailing party shall be entitled to receive from the non-prevailing party(ies) all reasonable costs and expenses of every sort whatsoever including, but not limited to, arbiters fees, mediation fees, deposition costs, expert witness fees, accounting expenses relating thereto, and actual attorneys' fees incurred or expended whether or not court or arbitration proceedings are initiated, and including all such costs or expenses incurred or expended in arbitration, in trial, on appeal or in any bankruptcy or receivership proceeding.

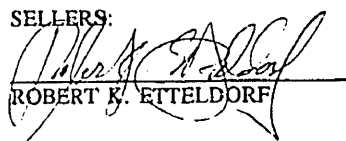
7.4 Right, Power and Authority. Erb represents and warrants to New Concept that Erb has the right, power and authority to give and grant the Easement described herein and to perform all of his duties and obligations hereunder in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 29th July, 1992.

ACCEPTED AND AGREED TO:

"ERB":

SELLERS:


ROBERT K. ETTELDORF


GARY H. ERB

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acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 7-30-92

Susan K. [Signature]

Notary Public in and for the State
of Washington, residing at _____

My Appointment Expires 10-22-92



STATE OF WASHINGTON)
) ss.
 COUNTY OF KING PIERCE)


I certify that I know or have satisfactory evidence that Herbert E. Mull 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 New Concept Homes, Inc. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated 7-30-92

Susan K. [Signature]

Notary Public in and for the State
of Washington, residing at _____

My Appointment Expires 10-22-92



BK0797PG0954

Lara Etteldorf
LARA ETTELDORF
LARA E.

Norma R. Erb
NORMA R. ERB

John Tsuru
JOHN TSURU

NEW CONCEPT HOMES, INC., a Washington corporation

Martha Tsuru
MARTHA TSURU

By *Herbert E. Mull*
Herbert E. Mull, President

Grant R. Oie
GRANT R. OIE

STATE OF WASHINGTON)
) ss.
COUNTY OF KINCY PIERCE)

I certify that I know or have satisfactory evidence that Gary H. Erb is the person who appeared before me, and said person 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 7-30-92

Susan K. [Signature]
Notary Public in and for the State of Washington, residing at [Address]
My Appointment Expires 10-31-96

STATE OF WASHINGTON)
) ss.
COUNTY OF KINCY PIERCE)

I certify that I know or have satisfactory evidence that Norma R. Erb is the person who appeared before me, and said person acknowledged that she signed this instrument and

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EXHIBIT "A"
Legal Description of
Oakview Heights Property

PARCEL A:

Beginning at the Northeast corner of the Gravaille Donation Land Claim in Section 3, Township 17 North, Range 2 East of the Willamette Meridian; THENCE Southerly along the Easterly line of said Donation Land Claim, 1,025.00 feet; THENCE Northwesterly and perpendicular with the Easterly line of said Donation Land Claim, 382.00 feet; THENCE Southerly and parallel with the Easterly line of said Donation Land Claim, 115.00 feet; THENCE Northwesterly and parallel with the Northerly line of said Donation Land Claim, 993.00 feet; THENCE Northerly and parallel with the Easterly line of said Donation Land Claim, 935 feet more or less to a point situated Southerly 225.00 feet, measured at right angles, from the Northerly line of said Donation Land Claim; THENCE Northwesterly and parallel with the Northerly line of said Donation Land Claim, 1150.00 feet; THENCE Southwesterly 380 feet, more or less to the Easterly right-of-way line of the Chehalis Western Railroad, said point situated 510.00 feet as measured along said right-of-way from the Northerly line of said Donation Land Claim; THENCE Northerly along said right-of-way to the Northerly line of said Donation Land Claim; THENCE Southeasterly along said Northerly line of said Donation Land Claim to the point of beginning.

Situate in the County of Pierce, State of Washington.

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RECEIVED
PACIFIC NORTHWEST
RECORDING & CURATIVE
SERVICES, INC.
TACOMA, WASHINGTON

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EXHIBIT "B"
Legal Description of
Erb Parcel

Erb Parcel.

That portion of Section 3, Township 17 North, Range 2 East of the Willamette Meridian, Pierce County, Washington, described as follows:

The North Half of the North Half of the Gravaile Donation Land Claim No. 38 lying East of the East right-of-way line of State Highway Route No. 507, Yelm to Roy.

Except the Chehalis Western Railroad right-of-way.

Also Except that portion described as follows:
Beginning at the Northeast corner of the Gravaile Donation Land Claim in Section 3, Township 17 North, Range 2 East of the Willamette Meridian; thence Southerly along the Easterly line of said donation land claim, 1,025.00 feet; thence Northwesterly and perpendicular with the easterly line of said donation land claim, 382.00 feet; thence southerly and parallel with the Easterly line of said donation land claim, 115.00 feet; thence Northwesterly and parallel with the northerly line of said donation land claim, 993.00 feet; thence Northerly and parallel with the easterly line of said donation land claim, 935 feet more or less to a point situated southerly 225.00 feet, measured at right angles, from the northerly line of said donation land claim; thence Northwesterly and parallel with the northerly line of said donation land claim, 1150.00 feet; thence Southwesterly 380 feet, more or less to the Easterly right-of-way line of the Chehalis Western railroad, said point situated 510.00 feet as measured along said right-of-way from the Northerly line of said donation land claim; thence Northerly along said right-of-way to the Northerly line of said donation land claim; thence Southeasterly along said Northerly line of said donation land claim to the point of Beginning.

AUDITOR'S NOTE
LEGIBILITY FOR RECORDING AND COPY IN SATISFACTORY IN A PORTION OF THIS INSTRUMENT WHEN RECEIVED.

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PARCEL B:

That portion of the Northerly half of the Northerly half of the Francis Gravaile Donation Land Claim No. 38, described as follows:

Beginning at the intersection of the Southerly line of said subdivision with that right-of-way line drawn parallel with and 140 feet Northwesterly from the Survey line of State Highway Route No. 507, Yelm to Roy; THENCE Northeasterly along said right-of-way line to intersect the South line of the North 1165 feet to said Donation Land Claim; THENCE Southeasterly along said South line to intersect that line drawn parallel with and 32.5 feet Northwesterly from said Survey line; THENCE Northeasterly parallel with said Survey line to intersect the Northerly line of said Donation Land Claim; THENCE Southeasterly along said Northerly line to intersect that right-of-way line drawn parallel with and 75 feet Southeasterly from said Survey line; THENCE Southwesterly along said right of way line to intersect said Southerly line of said subdivision; THENCE Northwesterly along said Southerly line to the point of beginning, in Pierce County, Washington.

Situate in the County of Pierce, State of Washington.

END

9207300524



EXHIBIT "C"
Location of
Ingress/Egress Easement
Area
(Erb Property)

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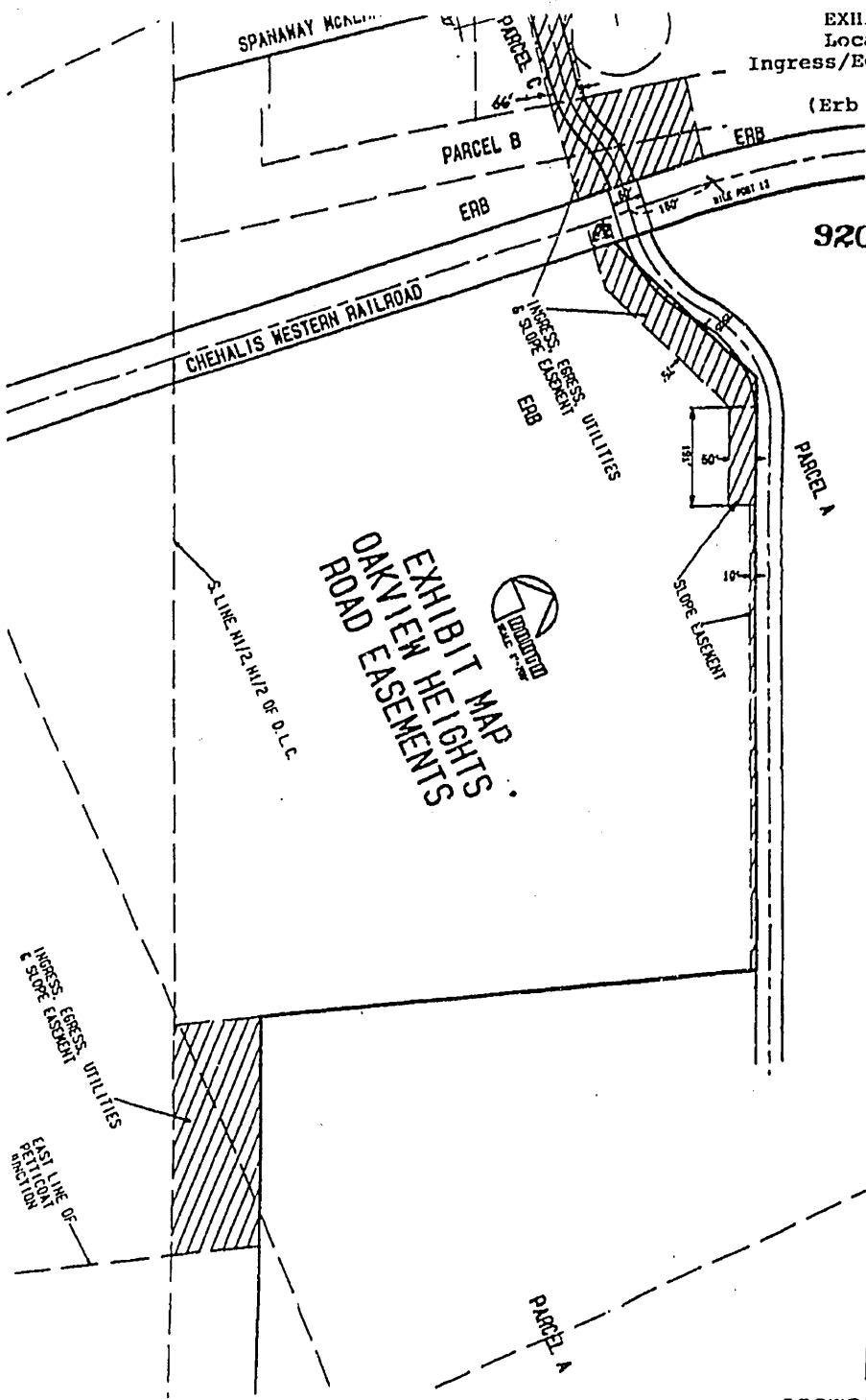


EXHIBIT MAP
OAKVIEW HEIGHTS
ROAD EASEMENTS



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EXHIBIT "D"
Location of Sight Distance
Easement Area
(Erb Property)

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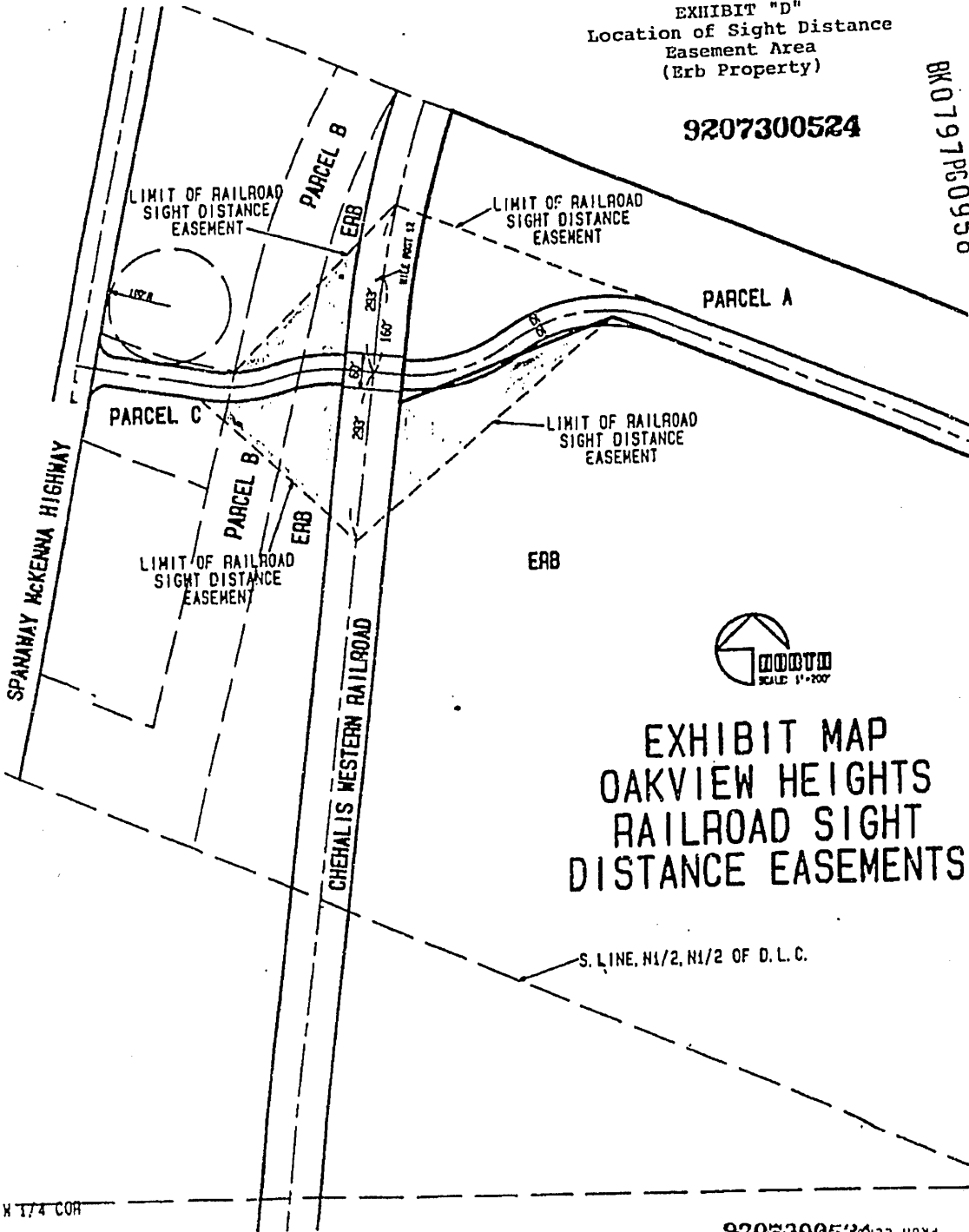


EXHIBIT MAP
OAKVIEW HEIGHTS
RAILROAD SIGHT
DISTANCE EASEMENTS

S. LINE, N1/2, N1/2 OF D. L. C.

N 1/4 COR

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ASSIGNMENT OF CERTAIN EASEMENT RIGHTS
IN CONNECTION WITH MAINTENANCE AND OPERATION
OF CITY OF ROY WATER SYSTEM

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

THIS ASSIGNMENT AGREEMENT is executed and entered in to by and between NEW CONCEPT HOMES, INC., a Washington corporation (hereinafter referred to as "Assignor"), and the CITY OF ROY, a municipal corporation (hereinafter referred to as "Assignee").

RECITALS:

A. Pursuant to that certain Easement Agreement dated July 29, 1992 and recorded under Pierce County Auditor's File No. 9207300524 (the "Easement") GARY H. ERB and NORMA R. ERB, husband and wife (hereinafter collectively "Erb) granted to Assignor an easement for ingress, egress and utilities to and for the benefit of Assignor's real property legally described therein (hereinafter referred to as "Oakview Heights"). A copy of the Easement is attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Pursuant to Paragraph 1 of the Easement, the same is deemed to be appurtenant to and for the benefit of Oakview Heights which is the dominant estate and will be deemed to be a benefit running with the land. Pursuant to Paragraph 8.2 the Easement is binding upon and inures to the benefit of the parties' respective heirs, successors, sublessees and assigns.

C. Assignee desires to maintain, service and provide a water system for the benefit of Oakview Heights; provided, however, that as a condition to such maintenance and service, Assignee requires Assignor to assign its easement rights relating to improving and maintaining a water system to Assignee.

D. Assignor desires to effect a partial assignment of its easement rights under the Easement as they relate to grooming and maintaining a water system to Assignee.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Partial Assignment of Easement Rights. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby gives, grants and assigns to Assignee all of its easement rights relating to improving and maintaining a water system over and across the easement area as set forth in the Easement; and Assignee hereby accepts such assignment and agrees to comply with the provisions of the Easement relating thereto.

2. Power and Authority. Assignor hereby represents and warrants to Assignee that it is the owner of Oakview Heights and that Assignor has the right, power and authority to

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- 1 - EXCISE TAX EXEMPT: DATE MAR 1 1994
Pierce County

By:  Auth. Sig

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assign its easement rights and obligations relating to the improvement and maintenance of a water system under the Easement to Assignee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

ASSIGNEE:
CITY OF ROY, a municipal corporation:

ASSIGNOR:
NEW CONCEPT HOMES, INC., a Washington corporation:

By: [Signature]
L. DERRFIELD, Mayor
Dated: 2-14-94

By: [Signature]
Herbert E. Mull, President
Dated: 1-28-94

ATTEST:

By: [Signature]
City Clerk

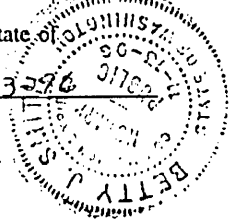
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that HERBERT E. MULL 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 New Concept Homes, Inc. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated 1-28-94
[Signature]
NAME: Betty J. Smith
(Print Name)

Notary Public in and for the State of Washington.
Commission Expires: 11-13-96

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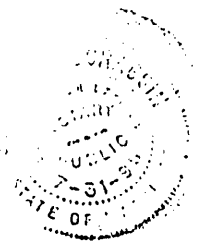


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STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JOEL DEREFIELD and PENNY ANN BARLOW, known to be the Mayor and Clerk, respectively, of the City of Roy, a municipal corporation, who execute the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same on behalf of the municipal corporation.

GIVEN under my hand and official seal this 14th day of FEBRUARY, 1994.



Dated FEBRUARY 14, 1994
Gordon A. Scragin
NAME: GORDON A. SCRAGIN
(Print Name)

Notary Public in and for the State of Washington.
Commission Expires: 7/31/96

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Auditor's Note
Map filed in vault
in Map File Folder.

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is executed and entered into by and among NEW CONCEPT HOMES, INC., a Washington corporation ("New Concept"); and GARY H. ERB and NORMA R. ERB, husband and wife (hereinafter collectively "Erb").

RECITALS:

A. New Concept, as Purchaser, executed and entered into a real estate purchase and sale agreement with ROBERT K. ETTELDORF and JUDY ETTELDORF, husband and wife, JOHN TSURU and MARTHA TSURU, husband and wife, and GRANT R. OIS, a single man, (hereinafter collectively referred to as "Sellers"), to purchase and acquire that certain undeveloped real property commonly known as the Preliminary Plat of Oakview Heights located in Pierce County, Washington, and legally described on Exhibit "A" attached hereto (hereinafter "Oakview Heights Property").

B. In order for New Concept to obtain access and to bring utilities into the property in connection with its development of Oakview Heights as a single family plat containing approximately 83 lots, it is necessary for Erb to give and grant to New Concept an easement over certain adjacent real properties.

C. One of the real properties over which such easement must be obtained is owned by Erb commonly known as the "Erb Parcel" and Parcel B (hereinafter collectively referred to as the "Erb Parcel") and legally described on Exhibit "B" attached hereto.

D. Erb has agreed to give and grant a perpetual non-exclusive easement for such utilities and public access for ingress and egress to and from the Oakview Heights Property, all in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement for Construction of Roadway and Related Improvements for Ingress and Egress to Oakview Heights Property. Erb hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights Property over, under, and across the Ingress/Egress Easement Area for the purposes of: (i) constructing, improving and maintaining a roadway and related cuts, slopes and fills (including curbs, curb cuts and gutters), sidewalks, if required by Pierce County, and utilities (including, but not necessarily limited to, electricity, water, sewer, drainage, natural gas, telephone, CATV and street lighting); and (ii) providing public access via ingress and egress to and from the Oakview Heights Property for pedestrians and vehicular traffic. The Ingress/Egress Easement given and granted pursuant to this Agreement (hereinafter the "Ingress/Egress Easement") is appurtenant to and for the benefit of the Oakview Heights Property which is the dominant estate and will be deemed to be a benefit running with the land. The parties hereto understand, acknowledge and agree that the Oakview Heights Property will

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JUL 30 1992

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AUDITOR'S NOTE

LEGIBILITY FOR RECORDING AND COPYING UN SATISFACTORY IN A PORTION OF THIS INSTRUMENT WHEN RECEIVED.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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be developed as a single family plot and is such the Ingress/Egress Easement is for the benefit of all future owners of any lots created in connection with the recording of the final plat of Oakview Heights and their respective guests, invitees and licensees.

Notwithstanding the fact that the Ingress/Egress Easement described herein is non-exclusive, Erb, and his respective heirs, successors and assigns understand and agree that the Ingress/Egress Easement is intended to provide 24 hours a day, 7 days a week, permanent ingress, egress and access to the Oakview Heights Property. Further, Erb, and his respective heirs, successors and assigns agree not to undertake or engage in any activity which would impair, limit or otherwise restrict the scope or use of the Ingress/Egress Easement.

The description of the portion of the Erb Parcel which is the subject matter of the Ingress/Egress Easement (herein the "Ingress/Egress Easement Area") is as shown on the attached map and marked in yellow for identification. Such map is attached hereto as Exhibit "C". The exact location of the roadway and utilities to be constructed within said Ingress/Egress Easement Area shall be as determined by New Concept and finally approved by Pierce County in connection with the development of the Oakview Heights Property.

2. **Sight Distance Easement for Railroad Crossing.** Erb hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights property over and across the Sight Distance Easement Area for the purposes of permitting compliance with (i) the General Guidelines for Railroad Crossing Protection as published by the Washington State Department of Transportation (i.e., visibility triangle), and (ii) the requirements of Chahalls Western Railroad Company in connection with the issuance of railroad crossing permit easement for ingress and egress to the Oakview Heights Property. The description of the portion of the Erb Parcel which is the subject matter of the Sight Distance Easement (herein the "Sight Distance Easement Area") is as shown on the attached map and marked in blue for identification. Such map is attached hereto as Exhibit "D".

To effect such purposes, New Concept shall have the right to clear and maintain the land within the Sight Distance Easement Area to provide a safe sight distance for approaching vehicles to the railroad crossing. In this regard, Erb shall not be permitted to make any improvements or place any structures within the Sight Distance Easement Area which would cause the railroad crossing not to comply with the sight distance requirements of the Washington State Department of Transportation or the requirements of Chahalls Western Railroad Company. The Sight Distance Easement given and granted pursuant to this Agreement (herein the "Sight Distance Easement") is appurtenant to and for the benefit of the Oakview Heights Property which is the dominant estate and will be deemed to be a benefit running with the land.

New Concept agrees not to clear any portion of the Sight Distance Easement Area unless and until required to do so by the Washington State Department of Transportation or the Chahalls Western Railroad Company, and in any event New Concept will not commence any such clearing without first giving ten (10) days written notice thereof to Erb.

Further, notwithstanding the fact that the Sight Distance Easement is a perpetual easement, it is understood and agreed that upon abandonment of the railroad right-of-way and

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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...tion of the Sight Distance Easement Area as a part of its crossing permit requirements by the railroad, the Sight Distance Easement shall be deemed to have terminated.

...Additionally, Erb agrees that if additional land is required to meet the requirements of the Washington State Department of Transportation of the Chicago-Western Railroad Company in connection with providing safe sight distance for vehicles approaching the railroad crossing, such lands will include such additional lands as a part of the Sight Distance Easement Area.

3. **Improvement of Ingress/Egress Easement Area.** New Concept shall have the full and complete responsibility for and shall bear all costs and expenses in connection with the improvement and construction of the Ingress/Egress Easement Area for the purposes and uses described herein including all costs and expenses necessary to obtain the approvals and permits required by Pierce County and other governmental authorities having jurisdiction in connection with the development of Oakview Heights.

4. **Maintenance and Repair of Ingress/Egress Easement Area.** From and after completion of the improvements to the Ingress/Egress Easement Area, the costs and expenses associated with the maintenance and repair of the same shall be the responsibility of the owner(s) of the Oakview Heights Property; provided, however, that if Sellers and/or Erb or their respective heirs, successors and assigns undertake on behalf of themselves or in a joint venture with another person(s) or entity(ies) to construct and complete a single family residential development on the real property which is adjacent to the Oakview Heights Property on the south and west sides thereof, then all costs in connection with the maintenance and repair of the Ingress/Egress Easement Area shall be shared among the owner(s) of the said real property and the owner(s) of the Oakview Heights Property pro rata based upon the number of lots in each such development.

Erb agrees to cooperate with New Concept in connection with obtaining permits for and the actual construction of the improvements within the Ingress/Egress Easement Area including, but not limited to, the execution and delivery of any and all documents or other writings as may be requested by New Concept or required by Pierce County or other governmental authorities having jurisdiction over such work.

5. **Release of Portion of Easement Area.** New Concept hereby agrees that upon completion of the development and recording of the final plat for Oakview Heights, New Concept will release and recover any portion of the Ingress/Egress and Sight Distance Easement Areas not required by Pierce County or other governmental authorities having jurisdiction in connection with the development of the Oakview Heights Property. Said release and recovery shall be accomplished by recording of an exact legal description of the said Easement Areas utilizing the as-built drawings and survey of such improvements.

New Concept agrees that in connection with grading, slope determination and cuts and fills associated with the ingress/egress roadway, New Concept shall, at its sole expense, install a gate at the easterly boundary line of the railroad right-of-way in order to preserve the security of Erb's livestock. In this regard, upon completion of such grading, slope determination and cuts and fills, Erb shall install a new fence along the southern boundary line of the constructed

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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roadway in accordance with county requirements. Said new fencing shall be installed by Erb or or before thirty (30) days following New Concept's completion of such grading; provided that New Concept shall furnish Erb with written notice that such work has been so completed.

6. Dedication of Ingress/Egress Easement Area. In conjunction with the development of the Oakview Heights Property in accordance with its preliminary plat approval, Pierce County requires that the Ingress/Egress Easement Area be dedicated to the County for public ingress, egress and utilities, then Erb agrees to convey said Ingress/Egress Easement Area to Pierce County, and to execute any and all other documents which may be required by Pierce County or other governmental authorities having jurisdiction in connection with such dedication.

7. Miscellaneous.

7.1 Incorporation by Reference. The Exhibits attached hereto are incorporated herein by this reference and form a part hereof as if set forth in full.

7.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, substitutes and assigns.

7.3 Dispute Costs and Expenses. In the event of any conflict, claim or dispute between the parties hereto and arising out of or relating to the subject matter hereof, whether or not such conflict, claim or dispute has its basis in law or in equity, the prevailing party shall be entitled to receive from the non-prevailing party(ies) all reasonable costs and expenses of every sort whatsoever including, but not limited to, arbitrator fees, mediation fees, deposition costs, expert witness fees, accounting expenses relating thereto, and actual attorneys' fees incurred or expended whether or not court or arbitration proceedings are initiated, and including all such costs or expenses incurred or expended in arbitration, in trial, on appeal or in any bankruptcy or receivership proceeding.

7.4 Right, Power and Authority. Erb represents and warrants to New Concept that Erb has the right, power and authority to give and grant the Easement described herein and to perform all of his duties and obligations hereunder in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 29th July, 1992.

ACCEPTED AND AGREED TO:

'ERB':

SELLER:

Robert W. Eitelddorf
ROBERT W. EITELDDORF

Gary W. Erb
GARY W. ERB

NOTICE: IF THE SIGNATURE TO THIS FORM IS LESS CLEAR THAN THIS NOTICE IS 15 DAYS DUE TO THE QUALITY OF THE DOCUMENT.

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[Signature]
GARY H. ERB

[Signature]
NORMA R. ERB

[Signature]
JOHN TSURU

NEW CONCEPT HOMES, INC., a Washington corporation

[Signature]
MARTHA TSURU

By *[Signature]*
Herbert E. Muil, President

[Signature]
GRANT R. OIE

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Gary H. Erb is the person who appeared before me, and said person 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 7-30-91
[Signature]
Notary Public in and for the State of Washington, residing at 10200 1st Ave S
My Appointment Expires 10-20-92

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Norma R. Erb is the person who appeared before me, and said person acknowledged that she signed this instrument and

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 7-20-91

Notary Public in and for the State of Washington, residing at
My Appointment Expires



STATE OF WASHINGTON)

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Herbert E. Mull 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 New Concept Homes, Inc. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated 7-20-91

Notary Public in and for the State of Washington, residing at
My Appointment Expires



NOTICE: IF THE DOCUMENT IN THIS FOLDER BE LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

PUBMS1WL00011917.02 07/29/92

- 6 -

9207200524

9403040164

BRD797PG0955

EXHIBIT "A"
Legal Description of
Cakview Heights Property

PARTIAL

Beginning at the Northeast corner of the Craville Donation Land Claim in Section 3, Township 17 North, Range 2 East of the Willamette Meridian; THENCE Southerly along the Easterly line of said Donation Land Claim, 1,025.00 feet; THENCE Northwesterly and perpendicular with the Easterly line of said Donation Land Claim, 382.00 feet; THENCE Southerly and parallel with the Easterly line of said Donation Land Claim, 115.00 feet; THENCE Northwesterly and parallel with the Northerly line of said Donation Land Claim, 993.00 feet; THENCE Northerly and parallel with the Easterly line of said Donation Land Claim, 915 feet more or less to a point situated Southerly 225.00 feet, measured at right angles, with the Easterly line of said Donation Land Claim; THENCE Northwesterly and parallel with the Northerly line of said Donation Land Claim, 1150.00 feet; THENCE Southwesterly 380 feet, more or less to the Easterly right-of-way line of the Chahalis Western Railroad, said point situated 510.00 feet as measured along said right-of-way from the Northerly line of said Donation Land Claim; THENCE Northerly along said right-of-way to the Northerly line of said Donation Land Claim; THENCE Southeasterly along said Northerly line of said Donation Land Claim to the point of beginning.

Situate in the County of Pierce, State of Washington.

92 JUL 29 PM 2:49
G&O, INC.
4701 1st Ave. S.E.
Burien, WA 98148

9307300524

9403040164

IF THE EXHIBIT IN THIS FROM IS LESS CLEAR THAN THIS NOTICE
IT IS TO BE TO THE QUANTITY OF THE DOCUMENT.

NOTICE

PIERCE COUNTY SURVEYORS
07.28.1993 12:21

EXHIBIT "B"
Legal description of
the Parcel

THE PARCEL
That portion of Section 3, Township 12 North, Range 3 East of the Willamette Meridian, Pierce County, Washington, described as follows:

The North Half of the South Half of the Gravelle Donation Land Claim No. 34 lying East of the east right-of-way line of State Highway Route No. 307, Yelm to Roy.

Except the Chehalis River Railroad right-of-way
Also Except that portion described as follows:
Beginning at the Northwest corner of the Gravelle Donation Land Claim in Section 3, Township 12 North, Range 3 East of the Willamette Meridian; thence southeasterly along the southerly line of said donation land claim, 1,110.00 feet; thence northeasterly and perpendicular with the southerly line of said claim, 241.00 feet; thence southeasterly and parallel with the southerly line of said claim, 111.00 feet; thence northeasterly and parallel with the southerly line of said donation land claim, 325 feet more or parallel with the easterly line of said donation land claim, 220.00 feet, measured at right angles; thence southeasterly and parallel with the southerly line of said donation land claim, 1150.00 feet; thence with the northerly line of said donation land claim, 241.00 feet; thence southeasterly 110 feet, more or less to the Northerly right-of-way line of the Chehalis River Railroad; said point situated 110.00 feet as measured along said Chehalis River Railroad; thence southeasterly and parallel with the southerly line of said donation land claim, 1150.00 feet; thence northeasterly along said right-of-way line of the Chehalis River Railroad; thence southeasterly along said right-of-way line of said donation land claim to the point of beginning.

AUDITOR'S NOTE
IF THIS DOCUMENT IS THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

PARCEL "B"
That portion of the Northerly half of the Northerly half of the Francis Gravelle Donation Land Claim No. 38, described as follows:

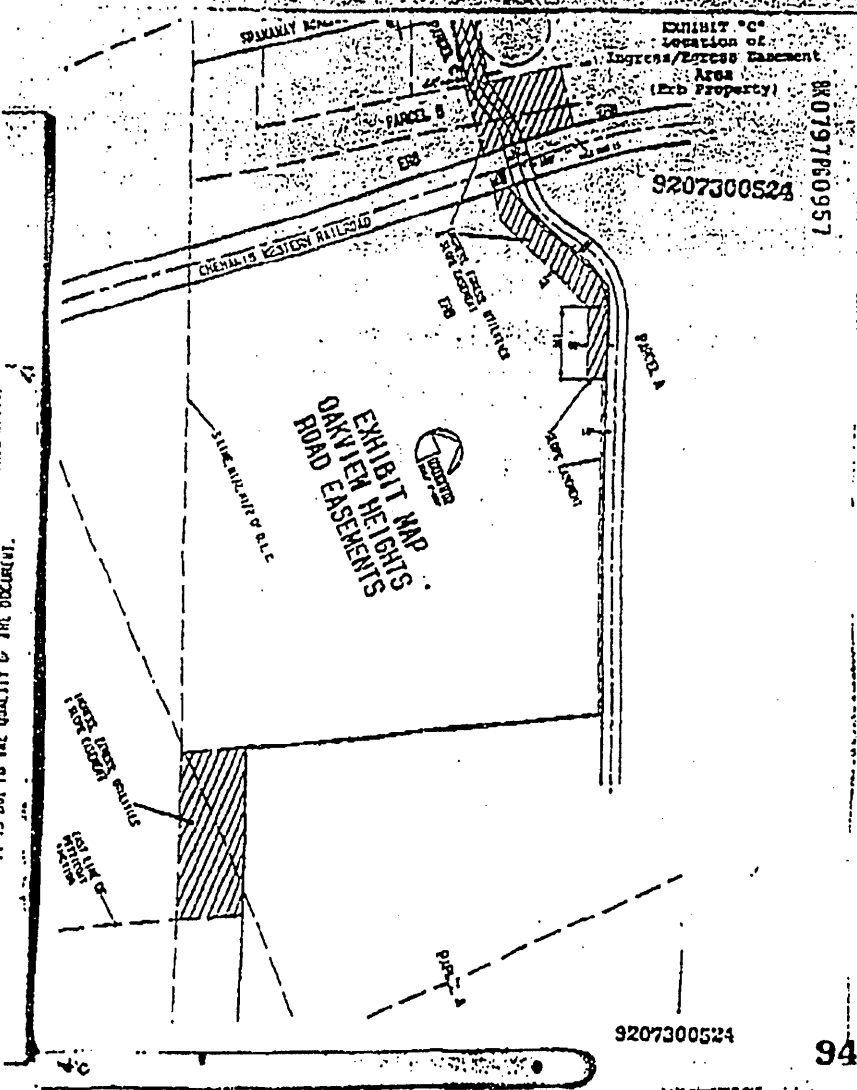
Beginning at the intersection of the southerly line of said subdivision with that right-of-way line drawn parallel with and 140 feet Northwesterly from the survey line of State Highway Route No. 307, Yelm to Roy; thence Northeasterly along said right-of-way line to intersect the South line of the North 1165 feet to said Donation Land Claim; thence southeasterly along said South line to intersect that line drawn parallel with and 12.5 feet Northwesterly from said survey line; thence Northeasterly parallel with said survey line to intersect the Northerly line of said Donation Land Claim; thence southeasterly along said Northerly line to intersect that right-of-way line drawn parallel with and 75 feet Southwesterly from said survey line; thence Southwesterly along said right-of-way line to intersect said southerly line of said subdivision; thence Northwesterly along said southerly line to the point of beginning, in Pierce County, Washington.

situate in the County of Pierce, State of Washington.

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9403040164

BK 997PGT898



BK 0197PG0957

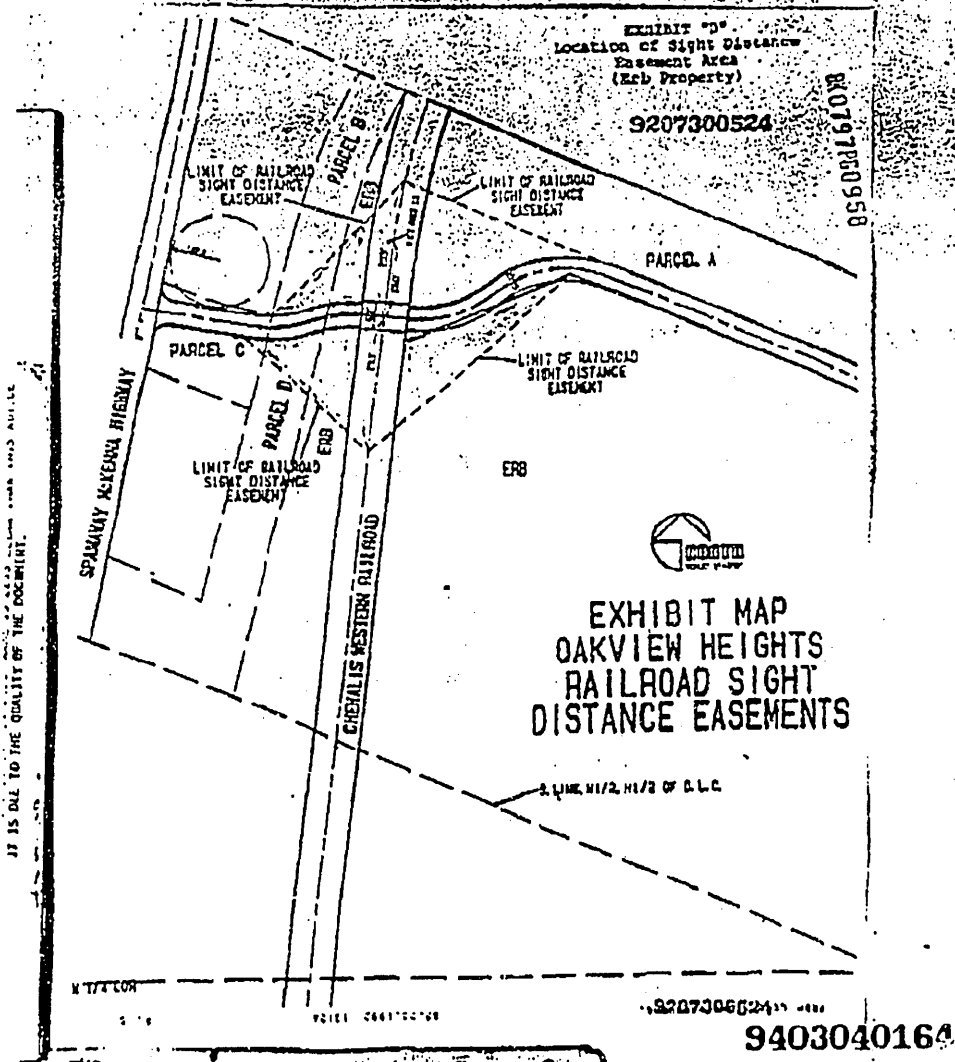
9207300524

9207300524

9403040164

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

BK 997PGT899



IT IS ALL TO THE QUALITY OF THE DOCUMENT.

11-11-93 11:15 FROM CHICAGO TITLE TACOMA TO 98520007 P.18

9404280752
EASEMENT
(Individual form)

BK 1018PG00117

For a valuable consideration, receipt of which is hereby acknowledged the Grantor CORANT OLS
Rosmary & LORRAINE KILLGORE & JOHN & MARIE TSURU
hereby grants and conveys to the Grantee NEW CORANT HOMES
his successors and assigns, the right, privilege and authority to use for Ingress, Egress and Utilities the following described property:

50 ft. Private Road and Utilities Easement over, under and across that portion of the Northwest quarter of Section 3, Township 17 North, Range 2 East, Willamette Meridian described as follows:

Commencing at the Northeast corner of Graivillie D.L.C.; thence N66°23'00"W 2897.10 feet; along the Northerly line of said D.L.C., to the Easterly Right of Way of Chehalis Western Railroad; thence Southwesterly, along said Easterly Right of Way, 385.33 feet, along the arc of a non-tangent curve to the left, having a radius of 1859.81 feet, the central point of which bears S71°51'53"E and through a central angle of 11°52'16"; thence continuing along said Easterly Right of Way S06°15'51"W 100.36 feet; thence N83°44'09"W 100.00 feet to the Westerly Right of Way of said Chehalis Western Railroad and the True Point of Beginning; thence Southwesterly 100.40 feet, along the arc of a tangent curve to the left, having a radius of 235.00 feet and through a central angle of 24°28'45"; thence Southwesterly 143.74 feet, along the arc of a reverse curve to the right, having a radius of 285.00 feet, the central point of which bears N18°12'54"W and through a central angle of 28°53'49"; thence N79°19'05"W 160.12 feet; thence Southwesterly 31.42 feet, along the arc of a curve to the left, having a radius of 20.00 feet and through a central angle of 90°00'22" to a point on the Easterly Right of Way of SR 507, a.k.a. Roy-McKenna Road; thence N10°40'55"E 90.00 feet, along the Easterly Right of Way of said SR 507; thence Southeasterly 31.41 feet, along the arc of a non-tangent curve to the left, having a radius of 20.00 feet, the central point of which bears S79°19'27"E and through a central angle of 89°59'37"; thence S79°19'05"E 160.13 feet; thence Northeasterly 118.52 feet, along the arc of a curve to the left, having a radius of 235.00 feet and through a central angle of 28°53'49"; thence Northeasterly 121.76 feet, along the arc of a reverse curve to the right, having a radius of 285.00 feet, the central point of which bears N18°12'54"W and through a central angle of 24°28'45", to the Westerly Right of Way of Chehalis Western Railroad; thence S06°15'51"E 50.00 feet to the True Point of Beginning.

Situate in the County of Pierce, State of Washington.

(This Easement is to revise and/or supercede that Easement recorded under A.F.N. 9404200615, to correct two typo errors on said document.)

Dated this 26th day of April, 1994.

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]

APR 28 1994
EXCISE TAX EXEMPT. DATE _____
Pierce County

By [Signature] Auth. Sig
9404280752

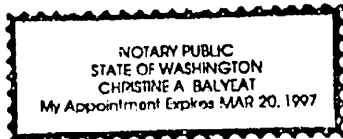
BK1018PG0018

P. 03

State of Washington)
County of King) ss.

On this day personally appeared before me Grant R. Oie
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and
acknowledged that he signed the same and his free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of April, 1994

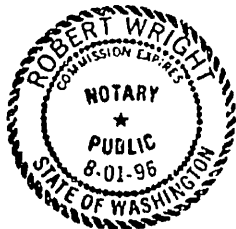


Christine A. Balyeat
Notary Public in and for the State of Washington,
residing at Renton

State of Washington)
County of Pierce) ss.

On this day personally appeared before me Robert + Laurie B. Hedrick and John Martin Uburko
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and
acknowledged that they signed the same and their free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of April, 1994



[Signature]
Notary Public in and for the State of Washington,
residing at Tacoma

94 APR 28 PM 3:15
RECORDED
CATY FERRELL-STIER
AUDITOR - STATE OF WASH

9404280752

BK 1018PG0019

EASEMENT
(Individual form)

For a valuable consideration, receipt of which is hereby acknowledged the Grantor
Carol H & Norma R. Holtz
hereby grants and conveys to the Grantee NK&W Co owner 14000's
his successors and assigns, the right, privilege and authority to use for Ingress, Egress and Utilities the following
described property:

50 ft. Private Road and Utilities Easement over, under and across that portion of the Northwest quarter of
Section 3, Township 17 North, Range 2 East, Willamette Meridian described as follows:

Commencing at the Northeast corner of Graivillie D.L.C.; thence N66°23'00"W 2897.10 feet; along the
Northerly line of said D.L.C., to the Easterly Right of Way of Chehalis Western Railroad; thence Southwesterly,
along said Easterly Right of Way, 385.33 feet, along the arc of a non-tangent curve to the left, having a radius of
1859.81 feet, the central point of which bears S71°51'53"E and through a central angle of 11°52'16"; thence
continuing along said Easterly Right of Way S06°15'51"W 100.36 feet; thence N83°44'09"W 100.00 feet to the
Westerly Right of Way of said Chehalis Western Railroad and the True Point of Beginning; thence South-
westerly 100.40 feet, along the arc of a tangent curve to the left, having a radius of 235.00 feet and through a
central angle of 24°28'45"; thence Southwesterly 143.74 feet, along the arc of a reverse curve to the right,
having a radius of 285.00 feet, the central point of which bears N18°12'54"W and through a central angle of
28°53'49"; thence N79°19'05"W 160.12 feet; thence Southwesterly 31.42 feet, along the arc of a curve to the
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Way of SR 507, a k.a. Roy-McKenna Road; thence N10°40'55"E 90.00 feet, along the Easterly Right of Way of
said SR 507; thence Southeasterly 31.41 feet, along the arc of a non-tangent curve to the left, having a radius of
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S79°19'05"E 160.13 feet; thence Northeasterly 118.52 feet, along the arc of a curve to the left, having a radius
of 235.00 feet and through a central angle of 28°53'49"; thence Northeasterly 121.76 feet, along the arc of a
reverse curve to the right, having a radius of 285.00 feet, the central point of which bears N18°12'54"W and
through a central angle of 24°28'45", to the Westerly Right of Way of Chehalis Western Railroad; thence
S06°15'51"E 50.00 feet to the True Point of Beginning.

Situate in the County of Pierce, State of Washington.

(This Easement is to revise and/or supercede that Easement recorded under A.F.N. 9404200615, to correct two
typo errors on said document.)

Dated this 26 day of April, 1994.

George H. Holtz
Norma R. Holtz

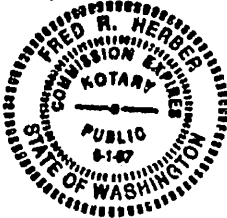
9404280752

BK1018PG0020

State of Washington)
) ss.
County of Spokane)

On this day personally appeared before me CONRY H & NORMA R ERAS
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and
acknowledged that THEY signed the same and THEIR free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of APRIL, 1994



Fred R. Herber
Notary Public in and for the State of Washington,
residing at RODNEY WAGE

State of Washington)
) ss.
County of)

On this day personally appeared before me _____
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and
acknowledged that _____ signed the same and _____ free and voluntary act and deed, for the
uses and purposes therein mentioned.

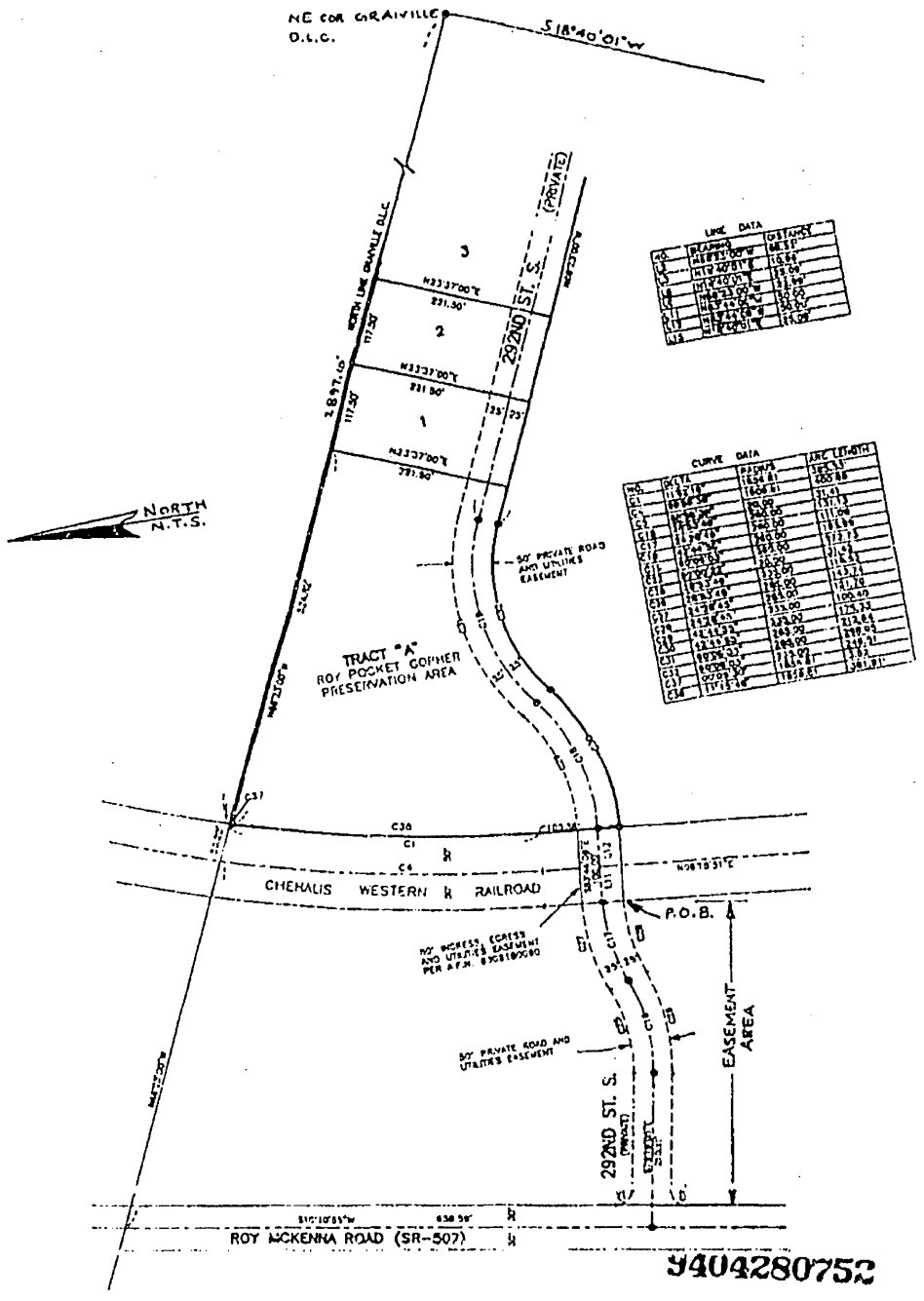
GIVEN under my hand and official seal this _____ day of _____, 1994

Notary Public in and for the State of Washington,
residing at _____

9404280752

EXHIBIT "A"

BK 11018PG00211



9404280752