

AGREEMENTS

In consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby conveys and grants to Grantee a temporary, non-exclusive easement over, under and across that portion of Grantor's Property depicted in the attached **EXHIBIT B** (the "Easement Area") that is ten (10) feet in width having five (5) feet of such width on each side of the centerline of Grantee's systems, for the right to construct, maintain, repair, replace, and operate underground telephone lines, together with the right to enter upon the Easement Area at all times, for the sole purpose of providing said services to Stone Creek Construction on Lot 229 of Mountainstar Division 1A, as per plat thereof recorded in Volume 8 of Plats, Pages 241 through 274 in the County of Kittitas, State of Washington.

2. Restrictions and Reservations. Grantor reserves the right to enter upon and make use of the Easement Area for ingress, egress and any other uses not inconsistent with this Easement. Grantor further reserves the right to grant any other easement, license or right-of-way over, under or across the Easement Area so long as such uses are not inconsistent with the Easement granted herein. Grantor agrees not to erect any structures on said Easement Area, and further agrees not to place trees, rockeries, fences or other obstructions on the Property that would interfere with the exercise of Grantee's rights herein.

3. Term. The term of this Easement shall be for a period of six (6) months; provided, however, that Grantor shall have the right to terminate this Easement at any time for (a) breach of this Easement or failure to deliver service as provided by any then current service agreement between the parties, or (b) upon notice from Stone Creek Construction that services are no longer required. Grantor will provide Grantee with thirty (30) days' written notice of such termination and Grantee will be required to remove all property, personnel and equipment from Grantor's Property prior to the end of such thirty (30) day period.

4. Construction, Maintenance, Repair and Removal. Grantee shall, at its sole cost and expense, be responsible for the performance of any construction, maintenance, repair and removal of its telephone equipment in connection with this Easement. In particular, Grantee covenants that no liens shall be allowed to attach to the Easement Area or any other property of Grantor as a result of such work.

5. Review of Plans by Grantor. Before Grantee seeks to exercise any rights under this Easement, Grantee shall provide Grantor with plans and specifications detailing the utility installations that Grantee proposes to undertake. Grantor shall review such plans and specifications and provide comments to Grantee with regard to modifications to be made to such installations to avoid interference with Grantor's operations on Grantor's Property. In addition, Grantor may make recommendations to

Grantee with regard to the placement of the utilities to avoid damage to them as a result of Grantor's operations on Grantor's Property; provided, however, that any such recommendations made by Grantor shall be for informational purposes only and shall not be deemed to be a warranty by Grantor that any such installation will be free of damage from Grantor's operations. Additionally, Grantor reserves the right to require modifications to any plans and specifications based on Grantor's design review standards.

6. Site Maintenance. At all times during the term of this Easement, Grantee shall maintain the Easement Area and any adjoining property affected by Grantee's exercise of the rights granted hereunder in a neat and orderly condition, free from debris and waste materials generated in connection with the exercise of the rights granted herein. In addition, in the event that the Easement Area or any adjoining property is damaged by Grantee in the exercise of Grantee's rights hereunder, Grantee shall repair and restore such damaged property to its original condition prior to commencement of Grantee work.

7. Safety. At all times during the term of this Easement, Grantee shall maintain the Easement Area and any adjoining property affected by Grantee's exercise of the rights granted hereunder in a safe condition, in compliance with state and federal regulations, including, but not limited to the appropriate use of traffic control measures, hazard communications and applicable hazard barricading in public access areas of Grantor's Property.

8. Indemnification. Grantee shall indemnify and hold Grantor harmless from and against all claims, losses and liabilities resulting from injuries and/or damages that may be caused by Grantee's exercise of the rights herein granted or use of the Easement Area as provided herein; provided, that Grantee shall not be responsible to Grantor for any claims, losses or liabilities resulting from injuries and/or damages caused by the sole negligence of Grantor.

9. Notices. All notices or other communications shall be in writing and shall be sent by personal delivery, facsimile transmission, certified mail, return receipt requested, or express courier or delivery service, addressed as follows:

If to Grantor, to:

MountainStar Resort Development, LLC
d/b/a Suncadia Development Company
109 South First Street (delivery)
P.O. Box 887 (mailing address)
Roslyn, WA 98941
Attention: William G. Hunt
Fax: (509) 649-3059

If to Grantee, to:

Inland Telephone Company
103 South Second Street (delivery)
P.O. Box 171 (mailing address)
Roslyn, WA 98941
Attention: Douglas W. Weis
Fax: (509) 649-3300

10. Assignment. Grantee may not assign this Easement without the written consent of Grantor, which may be withheld at Grantor's discretion.

11. Covenants Running with the Land. This Easement and the terms contained herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors and assigns of the parties.

12. Controlling Law, Jurisdiction and Venue. The laws of the State of Washington shall govern the interpretation and performance of this Easement. Jurisdiction and venue to enforce this Easement shall lie exclusively in Kittitas County Superior Court.

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EXECUTED as of the day and year first above written.

GRANTOR: **MOUNTAINSTAR RESORT DEVELOPMENT, LLC,**
a Delaware limited liability company
d/b/a Suncadia Development Company

By: Easton Ridge Investors, LLC,
a Delaware limited liability company,
Its Managing Member

By: _____
William G. Hunt, Executive Vice President

By: _____
Delbert E. Goehring, Vice President

STATE OF WASHINGTON }
COUNTY OF KITTITAS } ss.

On this day personally appeared before me William G. Hunt and Delbert E. Goehring to me known to be the Executive Vice President and Vice President, respectively, of Easton Ridge Investors, LLC, a Delaware limited liability company and Managing Member of **MOUNTAINSTAR RESORT DEVELOPMENT, LLC**, the company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute such instrument.

Given Under My Hand and Official Seal this ____ day of _____, 2004.



Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

GRANTEE:

INLAND TELEPHONE COMPANY,
a Washington corporation

By: _____
Douglas W. Weis, President

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me Douglas W. Weis to me known to be the President of **INLAND TELEPHONE COMPANY**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2004.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Mountainstar Division 1A, as per plat thereof recorded in Volume 8 of Plats, Pages 241 through 274 in the County of Kittitas, State of Washington.

EXHIBIT B

DEPICTION OF EASEMENT AREA

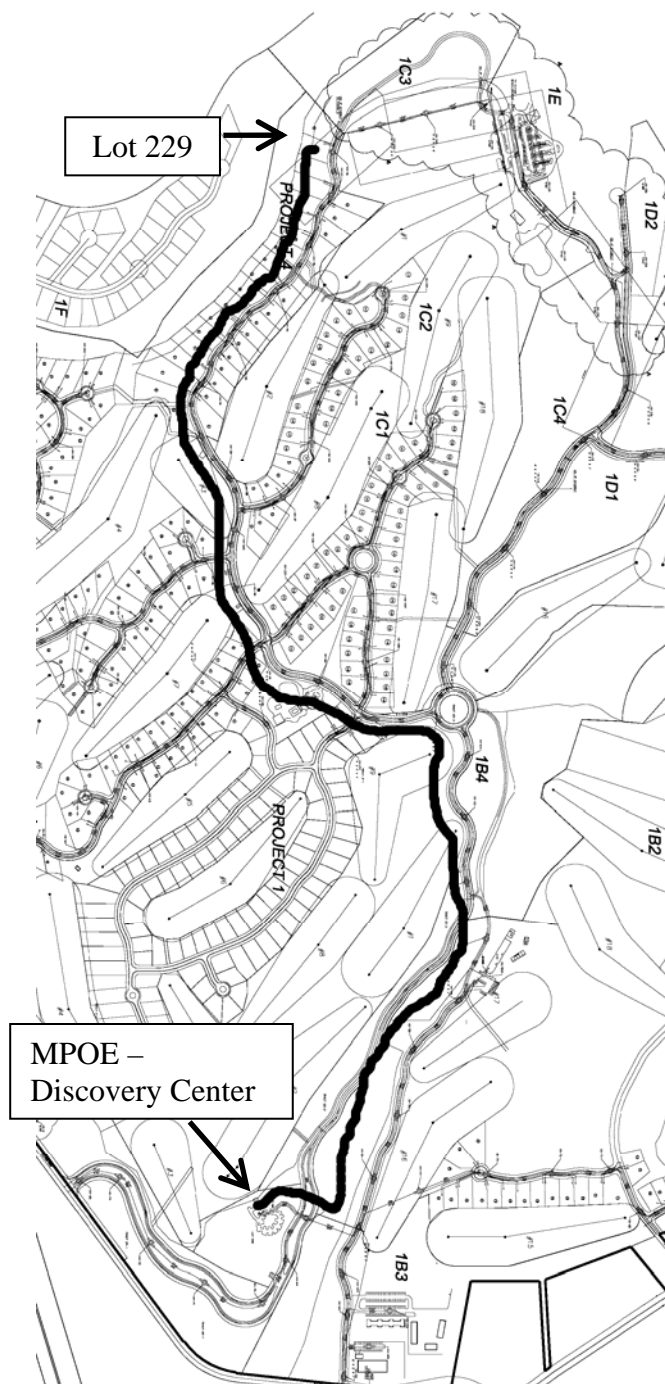


EXHIBIT C

SPECIFIC ROUTE OF EASEMENT AREA

Minimum Point of Entry (MPOE):

1. The established MPOE is located at the following address:

**Suncadia Discovery Center
3271 Bullfrog Road
Roslyn, Washington 98941**
2. All conduits utilized in the specific route of the Easement Area as more particularly described in Paragraph 3 below, shall be the lowest available conduit in each subject vault.
3. Cable routing for the purposes of establishing the Easement will be as follows (actual vaults may vary and are subject to as-built verification):
 - 3.1. Exit Vault 68 (First vault outside of MPOE) utilizing one (1) each 4" conduit to Vault 55
 - 3.2. Exit Vault 55 utilizing one (1) each 4" conduit to Vault 56
 - 3.3. Exit Vault 56 utilizing one (1) each 4" conduit to Vault 57
 - 3.4. Exit Vault 57 utilizing one (1) each 4" conduit to Vault 58
 - 3.5. Exit Vault 58 utilizing one (1) each 4" conduit to Vault 59
 - 3.6. Exit Vault 59 utilizing one (1) each 4" conduit to Vault 60
 - 3.7. Exit Vault 60 utilizing one (1) each 4" conduit to Vault 61
 - 3.8. Exit Vault 61 utilizing one (1) each 4" conduit to Vault 62
 - 3.9. Exit Vault 62 utilizing one (1) each 4" conduit to Vault 63
 - 3.10. Exit Vault 63 utilizing one (1) each 4" conduit to Vault 64
 - 3.11. Exit Vault 64 utilizing one (1) each 4" conduit to Vault 65
 - 3.12. Exit Vault 65 utilizing one (1) each 4" conduit to Vault 66
 - 3.13. Exit Vault 66 utilizing one (1) each 4" conduit to Vault 39

- 3.14. Exit Vault 39 utilizing one (1) each 4” conduit to Vault 36A**
- 3.15. Exit Vault 36A utilizing one (1) each 4” conduit to Vault 38**
- 3.16. Exit Vault 38 utilizing one (1) each 4” conduit to Vault 52**
- 3.17. Exit Vault 52 utilizing one (1) each 4” conduit to Vault 51**
- 3.18. Exit Vault 51 utilizing one (1) each 4” conduit to Vault 50**
- 3.19. Exit Vault 50 utilizing one (1) each 4” conduit to Vault 49**
- 3.20. Exit Vault 49 utilizing one (1) each 4” conduit to Vault 48**
- 3.21. Exit Vault 48 utilizing one (1) each 4” conduit to Vault 47**
- 3.22. Exit Vault 47 utilizing one (1) each 4” conduit to Vault 46**
- 3.23. Exit Vault 46 utilizing one (1) each 2” conduit to Lot Number**