



Return to:
Fairways Management, L. L. C.
1720 W. Fourth Ave.
Spokane, WA 99204-1702
Parcel No 24074.9070
SE 1/4 S7, Twp 24N, R42EWM

AGREEMENT

This agreement, entered into on the 27th day of January, 2005, between Frank Freeze, Inc. (FFI), the owner of The Fairways Golf Course (TFGC), its tenant, Fairways Management, L. L. C. (FM LLC), and West Terrace Third Addition P. U. D. Homeowners Association (WTTHOA).

FFI by and through its tenant FM LLC hereby agrees to maintain all of the open space common area in West Terrace Third Addition including all drainage ponds and pumping systems, golf course access paths, and subdivision entrance areas at Aero Road and Fruitvale Road, Fruitvale Road and January Drive, January Drive and West Terrace Drive (north), January Drive and West Terrace Drive (south) and January Drive and Thomas Mallen Road.

Maintenance will include all mowing of turf grass, repairs of irrigation systems in turf grass areas, repairs of all entrance area lighting systems, operation and repair of all drainage pond pumping systems, litter clean up of all areas, and fertilizing and weeding of all planted areas.

WTTHOA agrees to pay FM LLC for the above services at the rate of \$19.00 per lot per month (92 lots) or a base fee of \$20,976.00 per year due on the 1st day of May each year starting in 2005. This fee will be reviewed annually and adjusted up or down if needed based upon actual cost of services. This agreement shall be perpetual in all regards other than the aforesaid adjustment in fees.

FFI and TFGC accepts the perpetual maintenance and operation of the aforesaid drainage facilities and the increase in post developed runoff rates and volumes and accepts responsibility for property damage due to improper maintenance or operation of said drainage facilities.

TFGC agrees to maintain the drainage facilities according to the Operation and Maintenance Manual as prepared by Adams & Clark, Inc. (A&C), the project engineer. Pond surface elevations shall be maintained at or below the elevations determined by A&C for optimal operation of the drainage facilities.

FFI, TFGC and FM LLC agree that this agreement shall transfer with ownership to the successors in interest.

THE FAIRWAYS GOLF COURSE
AND FRANK-FREEZE, INC. THE
GOLF COURSE OWNER

FAIRWAYS MANAGEMENT, L.L.C.

By Charles E. Klar, per
FRANK FREEZE JWC

By Samuel B. Clark, MGR.

WEST TERRACE HOMEOWNERS ASSOCIATION

BY Art R. Antone

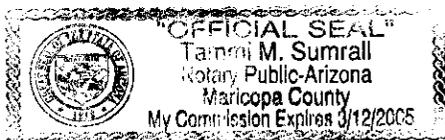


STATE OF ARIZONA)

County of Maricopa :SS

On this day personally appeared before me Charles Klar, known to me to be the President of Frank Freeze, Inc., the owner of The Fairways Golf Course, the Delaware Corporation described in and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned and stated on oath that he is authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22nd day of February, 2005.



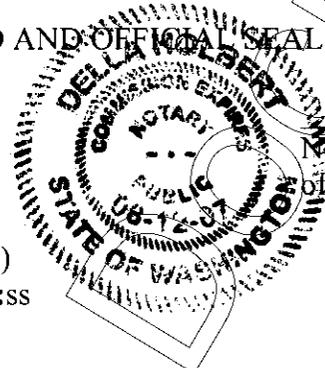
Tammie M. Sumrall
Notary Public in and for the State
of Arizona, residing at Scottsdale, Az.

STATE OF WASHINGTON)

County of Spokane :SS

On this day personally appeared before me Daniel B. Clark, known to me to be the Manager of Fairways Management L.L.C., the Washington Limited Liability Company described in and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned and stated on oath that he is authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of February, 2005.



Della Holbert
Notary Public in and for the State
of Washington, residing at Spokane

STATE OF WASHINGTON)

County of Spokane :SS

On this day personally appeared before me ROBERT L. HEITMANN, known to me to be the PRESIDENT of West Terrace Third Addition P.U.D. Homeowners Association., the Washington non-profit corporation described in and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned and stated on oath that he is authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1st day of MARCH, 2005.



Della Holbert
Notary Public in and for the State
of Washington, residing at Spokane

Unofficial Copy