



After recording return to:

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REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY Kyle Woodhoff
DATE 11/14/2018

Document Title: Declaration of Non-Exclusive Easements (Tired Creek Lane)

Declarant: New Suncadia, LLC, a Delaware limited liability company

Grantee: Resort Property Owners, New Suncadia, LLC, Suncadia Water Company, LLC,
Suncadia Environmental Company, LLC, Suncadia Community Council and Easton
Ridge Communications LLC

Legal Description: Suncadia – Phase 3 Divisions 6 To 9 (Tumble Creek), Lot 8-11 and Tract A of
Survey 201808300046
Suncadia – Phase 3 Division 14 (Tumble Creek),

Assessor's Tax Parcel No.: 20-14-14050-0811 (950071); 20-14-14050-0021 (950057)

Real Estate Excise Tax: Does not apply - no consideration as defined WAC 458-61A-102(2)

**DECLARATION OF NON-EXCLUSIVE EASEMENTS
(Tired Creek Lane)**

THIS DECLARATION OF NON-EXCLUSIVE EASEMENTS (Tired Creek Lane) (hereinafter referred to as the "Declaration") is made as of the 5th day of November, 2018, by New SUNCADIA, LLC, a Delaware limited liability company (hereinafter referred to as "New Suncadia").

WHEREAS, New Suncadia is the owner of certain real property located in Kittitas County, Washington, sometimes referred to as the Suncadia Master Planned Resort and which is legally described in that certain "AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN KITTITAS

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COUNTY, WASHINGTON AND SUNCADIA LLC RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS SUNCADIA MASTER PLANNED RESORT" recorded April 16, 2009, under Kittitas County Auditors' File No. 200904160090, as now or hereafter amended (hereinafter the "Resort"); and

WHEREAS, New Suncadia is currently developing and platting that portion of the Resort which is described as follows:

Tract A of that certain Survey as recorded August 30, 2018, in Book 41 of Surveys, pages 179 through 183, under Auditor's File No. 201808300046, being Tract Z-1 and a portion of Tract G-1, SUNCADIA-PHASE 3 DIVISIONS 6 TO 9 (TUMBLE CREEK), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 9 of Plats, pages 190 through 220, records of Kittitas County, Washington;

(hereinafter referred to as "Phase 3 Division 14"), pursuant to the plat of SUNCADIA - PHASE 3 DIVISION 14 (TUMBLE CREEK) recorded under Kittitas County Auditor's File No. 201811010029 and filed in Volume 13 of Plats, pages 8 through 12 (hereinafter referred to as the "Plat"); and

WHEREAS, pursuant to the provisions contained in the Plat, New Suncadia has platted Tired Creek Lane (hereinafter "Tired Creek Lane"); and

WHEREAS, it is necessary to widen – by 5 feet – that portion of Tired Creek Lane which is adjacent to the following property:

Lot 8-11, SUNCADIA-PHASE 3 DIVISIONS 6 TO 9 (TUMBLE CREEK), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 9 of Plats, pages 190 through 220, records of Kittitas County, Washington

(hereinafter "Lot 8-11") and is more specifically described on Exhibit "A" attached hereto and incorporated herein by reference and delineated on the Plat (said property referred to hereinafter as the "Additional Roadway"); and

WHEREAS, New Suncadia desires to create the herein described easements and to establish the property benefited by the easements, burdened by the easements, and to establish certain terms and conditions for the use and maintenance of the easements

WHEREAS, the easement document which was intended to be recorded concurrently with the Plat was inadvertently not recorded and thus recording information therefrom which was to be inserted on the Sheet 3 of 5 for purposes of cross-referencing is missing from the Plat.

NOW, THEREFORE, in consideration of the development of the Resort and specifically the development of Phase 3 Division 14, New Suncadia, for and on behalf of itself and its respective successors in interest and assigns, does hereby establish, reserve, grant and declare the following non-exclusive easements subject to and together with the CCR's (as defined in said plat), the provisions as set forth in said plat, and as provided herein.

1. **Road Easement.** New Suncadia hereby reserves to itself to hold, subject to and together with

the provisions set forth herein, for the benefit of itself and all owners of lots and tracts in the Plat and all present and future plats in the Resort, a non-exclusive easement over, under and across the Additional Roadway for a private roadway and utilities under the same uses and purposes as Tired Creek Lane (hereinafter the "Road Easement"). The Road Easement is and shall be subject to all easements, reservations and provisions which affect roads within the Plat, including, but not limited to the right to convey the same to the Tumble Creek Village Association, provisions regarding construction and maintenance and provisions relative to inclusion of roads in the county road system; and is further subject to the right to dedicate or otherwise convey the Additional Roadway to said association together with Tired Creek Lane. Conveyance of any Lot or Tract within Phase 3 Division 14 shall be deemed to automatically include the right to use the Road Easement subject to the provisions set forth and/or referenced herein.

2. Access, Trail and Golf Easement. New Suncadia reserves to itself a non-exclusive easement on, over, and under the Additional Roadway for access, trail and golf purposes, including without limitation signs, cart paths, irrigation systems; the right of ingress and egress for their construction and maintenance; and golf course use and improvements; together with the right to grant additional non-exclusive easements on, over and under such roads to third parties for the same or similar purposes; and together with the right to grant such access and use rights to properties outside the Plat and to persons who do not otherwise own property within the Resort.

3. Utility Easements.

3.1. New Suncadia reserves to itself a utility easement (including without limitation, water, sanitary sewer, drainage, power, cable, fiber optic, gas, and telecommunications facilities) over, under and across that portion of Lot 8-11 being a strip of land being ten feet (10.00') in width and lying parallel with and adjoining the Additional Roadway (hereinafter the "Adjacent 10 Feet") in which to construct, maintain, operate, repair, replace and enlarge underground pipes, conduits, cables and wires, together with all reasonably necessary or convenient underground or ground-mounted appurtenances thereto for the purpose of serving this plat and such other property as New Suncadia shall approve. Upon completion of any work, all disturbances to the surface or improvements shall be restored by the party performing the work to as good or better condition as existing immediately prior to such work. New Suncadia further reserves the right to grant additional non-exclusive easements to third parties for the same or similar purposes.

3.2. New Suncadia reserves to itself and grants to Suncadia Water Company, LLC, Suncadia Environmental Company, LLC, Suncadia Community Council and Easton Ridge Communications LLC (collectively, the "Utility Service Providers"), and their successors and/or assigns a non-exclusive easement under and upon the Additional Roadway at such locations and upon such conditions as New Suncadia shall determine, in which to construct, maintain, operate, repair, replace and enlarge underground pipes, conduits, cables and wires, together with all reasonably necessary or convenient underground or ground-mounted appurtenances thereto for the purpose of serving this plat and such other property as New Suncadia shall approve with water, sanitary sewer, storm drainage, electric, gas, telephone, television and such other utility services as New Suncadia shall request. New Suncadia further grants to the Utility Service Providers a non-exclusive easement for the right to enter upon the Adjacent 10 Feet, for the purpose of performing work in the Additional Roadway and Tired Creek Lane. Upon completion of any work, all disturbances to the surface or improvements shall be restored by the utility

company performing the work to as good or better condition as existing immediately prior to such work. New Suncadia further reserves the right to grant additional non-exclusive easements to third parties for the same or similar purposes.

4. **Modification of the Plat.** For purposes of clarification, the undersigned confirm that the "5' Access and Utility Easement – A.F. No. _____" set forth on Sheet 3 of 5 of the Plat refers to the provisions set forth in this Declaration.

5. **Eminent Domain.** If the Easements, or any part thereof, is taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings, or any settlement in lieu thereof, for the taking of such property shall be payable to the then fee owner of the portion of the easement area which is taken. If all or any part of the easement areas is taken, this Declaration shall terminate with respect to the portion so taken and the obligations hereunder of the then owners of the easement area shall automatically cease and terminate when possession is transferred to the condemning agency with respect to any portion of the easement area so condemned; provided, however, that nothing herein prevents the owner(s) of the property benefited by the easements from seeking compensation from the condemning agency, only, for loss of the easements.

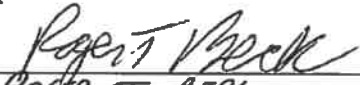
6. **Binding Effect.** This Declaration shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

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

New Suncadia, LLC, a Delaware limited liability company

By: Suncadia Operating Member, LLC,
a Delaware limited liability company,
Its: Managing Member

By: LDD Suncadia Manager, Inc., a Delaware corporation,
Its: Manager

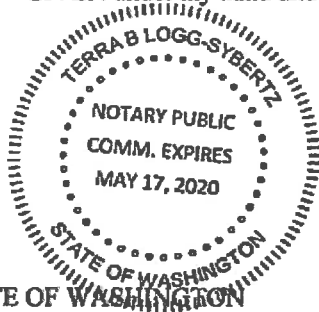

By: ROGER T BECK
Its: SENIOR VICE PRESIDENT


By: GARY A KITTLESON
Its: VICE PRESIDENT

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROGER T BECK, to me known to be SENIOR VICE PRESIDENT, of LDD Suncadia Manager, Inc., a Delaware corporation, the Manager of Suncadia Operating Member, LLC, a Delaware limited liability company, the Managing Member of New Suncadia, LLC, a Delaware limited liability company, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 13th day of November 2018.



Terra B. Logg-Sybertz
Printed Name: Terra B. Logg-Sybertz
Notary Public in and for the State of Washington
My commission expires: 5-17-2020

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY A KETUSON, to me known to be VICE PRESIDENT, of LDD Suncadia Manager, Inc., a Delaware corporation, the Manager of Suncadia Operating Member, LLC, a Delaware limited liability company, the Managing Member of New Suncadia, LLC, a Delaware limited liability company, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 13th day of November 2018.



Terra B. Logg-Sybertz
Printed Name: Terra B. Logg-Sybertz
Notary Public in and for the State of Washington
My commission expires: 5-17-2020

Exhibit "A"

That portion of Lot 8-11, SUNCADIA-PHASE 3 DIVISIONS 6 TO 9 (TUMBLE CREEK), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 9 of Plats, pages 190 through 220, Auditor's File No. 200506220001, records of Kittitas County, Washington, lying easterly of the following described line:

COMMENCING at the most easterly corner common to said Lot 8-11 and Tract Z-1 of said plat;

THENCE along the generally east-west line common to said Lot 8-11 and Tract Z-1, S 66°17'46" W to a line 5 feet westerly of and parallel with the generally north-south common line to said Lot 8-11 and Tract Z-1 AND the TRUE POINT OF BEGINNING:

THENCE along said parallel line, N 29°03'33" W to the southerly margin of Tired Creek Lane as dedicated by said plat AND the terminus of said line.