

Customer Reference No.
File No. 601446AM



503 N Pearl St., Ste 101, Ellensburg, WA 98926
Phone: (509)925-1477 Fax: (509)962-8325

TITLE COMMITMENT ATTACHED

Report No.: 1

Date: August 3, 2023 **File No.:** 601446AM
Property: Lots 24 and 25 Domerie Park Loop, Cle Elum, WA 98922
Buyer/Borrower: Frank Pupo Jr.
Seller: Suncadia Resort, LLC, a Delaware limited liability company

In connection with the above referenced transaction, we are delivering copies of the Title Commitment to the following parties:

Listing Agent:
Suncadia Real Estate
770 Suncadia Trail
Cle Elum, WA 98922
Attn: Corey Atherton

Selling Agent:
Suncadia Real Estate
770 Suncadia Trail
Cle Elum, WA 98922
Attn: Nanci Koss

Lender:

Attn:

Seller:
Suncadia Resort, LLC, a Delaware limited liability company
770 Suncadia Trail
Cle Elum, WA 98922

Buyer/Borrower:
Frank Pupo Jr.

1370 Pinegrass Lp.
Cle Elum, WA 98922

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Customer Reference No.
File No. 601446AM



503 N Pearl St., Ste 101, Ellensburg, WA 98926
Phone: (509)925-1477 Fax: (509)962-8325

Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer:

Mindy Cobb
127 E First Street
Cle Elum, WA 98922
Mindy.Cobb@amerititle.com
(509) 674-9797

Title Officer

Kami Sinclair
503 N Pearl St., Ste 101
Ellensburg, WA 98926
kami.sinclair@amerititle.com
(509)925-1477

Email escrow closing documents to:

cleelum@amerititle.com

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In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer "Yes" to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver's license or other valid, government issued photo I.D.

NOTICE: Please be aware that, due to the conflict between federal and state laws concerning the legality of the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.



Kittitas County CDS



CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE issued by CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

Issuing Agent: AmeriTitle, LLC

Kami Sinclair

Authorized Signatory



Kititas County CD3

By:

Randy Quirk
President

ATTEST

Marjorie Nemzura
Corporate Secretary

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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CHICAGO TITLE INSURANCE COMPANY

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

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Kittitas County, OR





CHICAGO TITLE INSURANCE COMPANY

- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION – INTENTIONALLY DELETED**

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KIMBERLY C. C. C.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: AmeriTitle, LLC

Issuing Office: 503 N Pearl St., Ste 101, Ellensburg, WA 98926

Customer Reference No.:

Issuing Office File Number: 601446AM

Property Address: Lots 24 and 25 Domerie Park Loop, Cle Elum, WA 98922

Commitment No.: 1

SCHEDULE A

1. Commitment date: **July 29, 2023 at 7:30 A.M.**

2. Policy to be issued:

(a) 2021 ALTA Owner's Policy Standard Coverage Extended Coverage

Rate: Subdivider

Proposed Policy Amount: \$1,675,000.00

Premium: \$1,456.00

Sales Tax: \$122.31

Proposed Insured:

Frank Pupo Jr.

(b) 2021 ALTA Loan Policy Standard Coverage Extended Coverage

Proposed Policy Amount:

Premium: \$0.00

Endorsements:

Premium:

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Suncadia Resort, LLC, a Delaware limited liability company

5. The Land is described as follows:

See attached Exhibit 'A'

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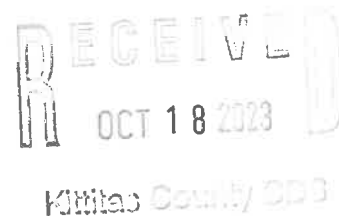
**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Lot 24 and 25, of SUNCADIA - PHASE 3 DIVISION 17 (TUMBLE CREEK), Book 13 of Plats, Pages 215 through 228
7. Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.

To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require verification of the legal description used for this commitment.

8. The interest of the proposed insured will be subject to the community interest of the spouse or domestic partner, if married or in a domestic partnership at date of acquiring said interest, and further subject to matters which the records may disclose against the name of said spouse or domestic partner.



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NOTES

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.
- B. Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Commitment shall automatically be considered null and void and of no force and effect.
- C. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.
- D. According to the available County Assessor's Office records or information provided to the company, the purported address of said Land is:

Lots 25 and 26 Domerie Park, Cle Elum, WA 98922
- E. We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is , whose direct line is , and your Escrow Officer is Mindy Cobb, whose direct line is (509) 674-9797.
- F. In order to expedite recording for our clients, we E-Record whenever possible. There is an additional charge of \$5.42 per document when E-Recording.

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**SCHEDULE B, PART II
EXCEPTIONS**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

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10. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: <http://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.

Tax Year: 2023
Tax Type: County
Total Annual Tax: \$3,970.20
Tax ID #: 962395
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,985.10
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2023
Second Installment: \$1,985.10
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2023

11. Tax Year: 2023
Tax Type: County
Total Annual Tax: \$3,970.20
Tax ID #: 962396
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,985.10
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2023
Second Installment: \$1,985.10
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2023

12. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Forms can be obtained on the Department of Revenue website <https://dor.wa.gov/forms-publications/forms-subject/real-estate-excise-tax-forms>.

Any questions regarding the applicability or calculation of the excise tax should be directed to the Kittitas County Treasurer <https://www.co.kittitas.wa.us/treasurer/default.aspx>.



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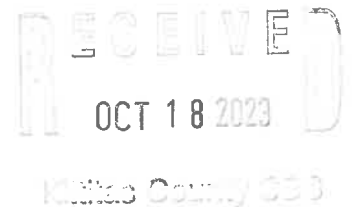
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13. Liens, levies and assessments of the Tumble Creek Village Association.
14. Liens, levies and assessments of the Suncadia Residential Owner's Association.
15. Liens, levies and assessments of the Suncadia Community Council.
16. Liens, levies and assessments of the Community Enhancement as set forth in Second Amended and Restated Covenant recorded July 20, 2004, under Auditor's File No. 200407200039, in the amount of 0.5% of the gross purchase price payable upon any transfer of ownership, unless the transfer is exempt as provided in said covenant.

Said instrument provides for the lien of a fee which is due upon transfer of the Land. The transfer-conveyance fee is required to be paid upon any sale, exchange, assignment, option, assignment of lease, transfer, or conveyance of said Land.

17. Assessment in the amount of \$3,900 as set forth in Agreement and Covenant for Collection and Payment of Combined Qualification Payment for Extension of Natural Gas Service, between Mountainstar Resort Development, LLC and Puget Sound Energy, Inc., including the terms and provisions contained therein, recorded April 16, 2004, under Auditor's File No. 200404160016.
18. The provisions contained in Instrument from Plum Creek Timber Company, L.P., a Delaware Limited Partnership,
Recorded: October 11, 1996,
Instrument No.: 199610110015
As follows: "Excepting therefrom all oil, gas and other hydrocarbons, together with the rights of ingress and egress as reserved in that certain Deed to Plum Creek Timber Company, L.P., from PCTC, Inc. executed on June 21, 1989 and recorded June 30, 1989 in the records of Kittitas County, Washington under Auditor's File No. 521473, as such reservation was modified by the certain Partial Waiver of Surface Use Rights dated February 13, 1996 and recorded April 8, 1996, in the records of Kittitas County, Washington, under Auditor's File No. 199604080028."
19. Agreement and the terms and conditions contained therein
Between: Mountainstar Resort Development, LLC
And: Puget Sound Energy, Inc.
Purpose: Agreement and Covenant for Collection and Payment of Combine Qualification Payment for Extension of Natural Gas Service
Recorded: April 16, 2004
Instrument No.: 200404160016



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ALTA Commitment for Title Insurance (7-1-21) w-WA

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20. Agreement and the terms and conditions contained therein

Between: Kittitas County, a Washington municipal corporation

And: Suncadia LLC, a Delaware limited liability company

Purpose: Amended and Restated Development Agreement relating to the development commonly known as Suncadia Master Planned Resort

Recorded: April 16, 2009

Instrument No.: 200904160090

Resolution No. 2009-78 adopting the Seventh Amendment to Development Agreement, and the terms and conditions thereof, recorded June 12, 2009, under Auditor's File No. 200906120039.

Assignment of Reserved Rights recorded June 21, 2022 under Auditor's File No. 202206210030 to Suncadia Resort LLC, a Delaware Limited Liability Company.

21. Declaration of Non-Exclusive Easement (Jenkins Drive) including the terms, provisions and restrictions therein, recorded October 5, 2004, under Auditor's File No. 200410050012.

22. Declaration of Non-Exclusive Easement (Tumble Creek Drive) including the terms, provisions and restrictions therein, recorded October 5, 2004, under Auditor's File No. 200410050015.

23. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: October 8, 2004

Instrument No.: 200410080057

Modification(s) of said covenants, conditions and restrictions

Recorded: May 2, 2022

Instrument No: 202205020078

Further modifications of said covenants, conditions and restrictions

Recorded: May 9, 2022

Instrument No.: 202205090018

24. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: July 20, 2004

Instrument No.: 200407200037

Modification(s) of said covenants, conditions and restrictions

Recorded: May 2, 2022

Instrument No: 202205020078

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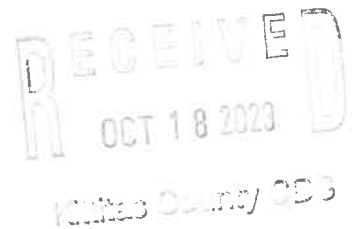
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29. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$43,000,000.00
Trustor/Grantor: Suncadia Resort LLC, a Delaware Limited Liability Company; New Suncadia Hospitality, LLC, a Delaware Limited Liability Company; and Lodge at Suncadia LLC, a Washington Limited Liability Company
Trustee: AmeriTitle, LLC, a Delaware Limited Liability Company
Beneficiary: CIBC Bank USA, an Illinois state chartered bank
Dated: August 3, 2021
Recorded: August 4, 2021
Instrument No.: 202108040070
Affects: This and other property
- Assignment of Rents, given in connection with the above Deed of Trust
Recorded: August 4, 2021
Instrument No.: 202108040071
30. A Financing Statement filed in the Office of the County Recorder showing:
Debtor: Suncadia Resort LLC
Secured Party: CIBC Bank USA, an Illinois state chartered bank
Recorded: August 4, 2021
Instrument No.: 202108040073
Affects: This and other property
31. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Energy, Inc.
Purpose: Utility systems
Recorded: June 5, 2023
Instrument No.: 202306050011
Affects: A portion of said premises

END OF SCHEDULE B



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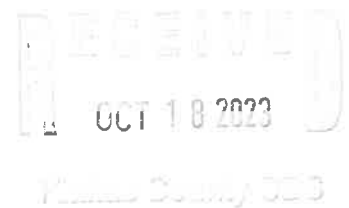
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EXHIBIT 'A'

File No. 601446AM

Lot 24 and 25, of SUNCADIA - PHASE 3 DIVISION 17 (TUMBLE CREEK), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, Pages 215 through 228, records of said County.



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