

03/23/2023 10:57:48 AM 202303230011
\$204.50 Page 1 of 2
Warranty Deed PLANNING WITH PURPOSE
Kittitas County Auditor



Real Estate Excise Tax
Exempt

Kittitas County Treasurer

By Ali Gurbely

Affidavit No. 2023-0354

Date: 3/23/2023

RECEIVED
JUN 04 2026

Kittitas County CDS

After recording, this
instrument is to be returned to:
Planning With Purpose, Inc
7627 - 196th St SW
Lynnwood, WA 98036

STATUTORY WARRANTY DEED

James Jenkins and Shari Jenkins, husband and wife, Grantors, for and in consideration of transfer to revocable trust convey and warrant to:

Jenkins Family Trust,

all rights and legal title to the following-described real estate situated in KITTITAS County, State of WA, commonly known as:

Property Address: 6 Gold Leaf Lane
Cle Elum, WA 98922

Parcel Number: 961306

with the legal description of:

Lot 16-6, of SUNCADIA - PHASE 3 DIVISIONS 15 AND 16 (TUMBLE CREEK), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, Pages 59 through 79, records of said County.

SUBJECT TO: (a) all leases and tenancies and rights of parties in possession, if any; (b) easements, restrictions, reservations, mortgages, liens, encumbrances, covenants, and other agreements and matters of record, if any; (c) taxes and assessments, general and special, not now due and payable; and (d) subject to previously recorded exhibits in deeds associated with Grantor.

Grantor of this deed is the Trustmaker of the Trust. Grantor is conveyed and granted power of sale and may convey the Property without recording the Trust and without making any determination of the effect of the conveyance upon the beneficiaries of the Trust; Trustees and Successor Trustees are specifically enumerated with such power within the Trust. The signature of any one Trustee, or a Successor Trustee named in the Trust, who is serving shall be satisfactory for a good and sufficient conveyance of the interests conveyed.

When recorded return to:
The Jenkins Family Trust
22105 52nd Ave SE
Bothell, WA 98021

RE EXCISE TAX PAID
Amount \$6245.00
Date 02/25/2026
Affidavit No. 2026-0247
KITTITAS COUNTY TREASURER
By Jane M Venera

STATUTORY WARRANTY DEED

Order No.: NTWA-0563348

NEXTITLE |  Recorded by NextTitle
Order No. 0563348

THE GRANTOR(S)

Matt Brenden and Brenda Brenden, husband and wife

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION
in hand paid, conveys, and warrants to

James W. Jenkins and Shari A. Jenkins, Trustees of the Jenkins Family Trust February 28, 2023

the following described real estate, situated in the County of Kittitas, State of Washington:

**See Exhibit A attached hereto and by this reference incorporated in and made a part
hereof.**

Abbreviated Legal: LT 16-7, OF SUNCADIA-PHASE 3 DIV 15 AND 16 (TUMBLE CREEK), KITTITAS.,
WA.

Subject to Matters, Restrictions, Covenants, Conditions, and Easements of Record

Tax Parcel Number(s): 961307

Dated: February 24, 2026

Matt Brenden
Matt Brenden

Brenda Brenden
Brenda Brenden

Notarized remotely online using communication technology via Proof.

STATE OF WASHINGTON

COUNTY OF Kittitas

This record was acknowledged before me on February 24th, 2026 by Matt Brenden and Brenda
Brenden.

CASEY BROST JOHNSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 21007061
COMMISSION EXPIRES 02/05/2029

Casey Brost Johnson
Notary Public
My commission expires: 02/05/2029

Subject to - Deed Exception(s):

1. Exceptions and reservations contained in Deed from PCTC, Inc, a Delaware Corporation, Recorded: June 30, 1989, under Recording No.: 521473, whereby the first party expressly saves, excepts and reserves out of the grant hereby made unto itself, its successors and assigns forever, all ores and minerals of any nature whatsoever in or upon said lands, including coal, oil and gas, together with the right to enter upon said lands for the purpose of exploring the same for such ores and minerals, and for the purpose of drilling, opening, developing and working mines and wells thereon, and taking out and removing therefrom all such ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided that the second party, their heirs, representatives, successors or assigns shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon by the exercise of any rights herein reserved; but provided further that the exercise of such right by the first party shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

And Amendments thereto recorded under Recording No(s). 528293, 546455, 556252, 556253, 199604080028 and 199605090017.

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

2. Exceptions and reservations contained in Deed from Plum Creek Timber Company, L.P., a Delaware Limited Partnership, Recorded: October 11, 1996, under Recording No.: 199610110015, whereby the first party expressly saves, excepts and reserves out of the grant hereby made unto itself, its successors and assigns forever, all ores and minerals of any nature whatsoever in or upon said lands, including coal, oil and gas, together with the right to enter upon said lands for the purpose of exploring the same for such ores and minerals, and for the purpose of drilling, opening, developing and working mines and wells thereon, and taking out and removing therefrom all such ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided that the second party, their heirs, representatives, successors or assigns shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon by the exercise of any rights herein reserved; but provided further that the exercise of such right by the first party shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

3. Easement and the terms and conditions thereof: Grantee: Puget Sound Energy, Inc, Purpose: Utility Systems for purposes of transmission, distribution and sale of electricity and natural gas, Area affected: Portion of said premises, Recorded: January 27, 2010, under Recording No.: 201001270024.
4. Easement and the terms and conditions thereof, Purpose: Utility; Area affected: Portion of said land; Recorded November 26, 2019; Recording No.: 201911260016.
5. Easement and the terms and conditions thereof, Purpose: Sanitary Sewer Utility Easement; Area affected: portion of said land; Recorded January 28, 2020; Recording No.: 202001280052.
6. Easement and the terms and conditions thereof, Purpose: Right-of-way; Area affected: Portion of said land; Recorded September 2, 2020; Recording No.: 202009020059.

7. Development Agreement and the terms and conditions thereof, By and between: Kittitas County, Washington; Trendwest Resorts, Inc., and Trendwest Investments, Inc., Recorded: October 24, 2000, Auditor's File No.: 200010240006 Regarding: Development commonly known as Mountainstar Master Planned Resort.

Amendment filed under Kittitas County Auditor's File No. 200904160090
Amendment filed under Kittitas County Auditor's File No. 200906120039

Refer to instrument for further particulars.

8. Unrecorded Settlement Agreement and the terms and conditions thereof, constructive notice of which is given by Memorandum of Agreement executed, By and between: Trendwest Investments, Inc., a Washington corporation, and RIDGE, a Washington non-profit corporation, Recorded: March 21, 2003, Auditor's File No.: 200303210078, Regarding: Mountainstar Master Planned Resort, Cle Elum Urban Growth Area and Supporting Infrastructure and Services, entered into on September 22, 2001, as amended by the First Amendment Settlement Agreement dated March, 2003.
9. Agreement and Covenant for Collection and Payment of Combined Qualification Payment for Extension of Natural Gas Service and the terms and conditions thereof imposed by instrument Recorded: April 16, 2004, under Recording No. 200404160016.

Partial Release of Agreement and Covenant as disclosed by document recorded under Recording No 201411030042 and 202107230039.

10. Declaration of Non-Exclusive Easement (Jenkins Drive) including the terms, provisions and restrictions therein, recorded October 5, 2004, under Auditor's File no. 200410050012.
 11. 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.
- Supplemental to Declaration of Non-Exclusive Easement (Tumble Creek Drive) as recorded July 2, 2012 under Recording No. 201207020035.
12. Assignment of Reserved Rights and the terms and conditions thereof imposed by instrument Recorded: June 21, 2022, under Recording No. 202206210030.

13. All covenants, conditions, Restriction, reservations, Easement or other servitudes, if any, disclosed by the recorded Plat of Suncadia-Phase 3 Divisions 1 to 5 (Tumble Creek). Omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. This policy does not insure that the land described in Schedule A is benefited by Easement, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.
14. All covenants, conditions, Restriction, reservations, Easement or other servitudes, if any, disclosed by the recorded Plat of Suncadia-Phase 3 Divisions 15 to 16 (Tumble Creek). Omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. This policy does not insure that the land described in Schedule A is benefited by Easement, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.
15. Amended and restated declaration of covenants, conditions, restrictions and easements for Suncadia residential areas, and the terms and conditions thereof, as contained in instrument, Recorded: July 20, 2004, Recording No.: 200407200037, Executed by: Mountainstar Resort Development, LLC, a Delaware limited liability company, d/b/a Suncadia Development Company, For: The purpose of amending and restating in its entirety instrument recorded under Auditor's File No. 200308210008, amended by instruments recorded under Auditor's File Nos. 200308210009, 200311180021, 200401080028 and 201911060042.

Supplements to said instrument have been recorded as follows: 200410080057; First 200410140003; Second 200506280046; Third 200512070005; Fourth 200608020002; Fifth 200802120027; Sixth 200805140025; Seventh 200808060024; Eighth 201207020037; Ninth 201408060010; Tenth 201505070024; Eleventh 201505070025; Twelfth 201811090027 as recorded under 201812200001; Thirteenth 201911060042.

Supplements to said instrument have been recorded as follows: First: 200503170033; Second: 200505040002; Third: 200604190029; Fourth: 200607190002; Fifth: 200609280022; Sixth: 200710260008; Seventh: 200711190079; Eighth: 200712190004; Ninth: 200804160005; Tenth: 200805300056.

(Omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant is (a) is exempt under Chapter 42 Section 3607, United States Code or (b) relates to handicap but does not discriminate against handicapped persons.)

16. Amended and restated declaration of covenants and easements for Suncadia community improvements, and the terms and conditions thereof, as contained in instrument, Recorded: July 20, 2004, Recording No.: 200407200038, Executed by: Mountainstar Resort Development, LLC, a Delaware limited liability company.

Supplements to said instrument have been recorded as follows: First: 200410080058; Second: 200410140005; Third: 200505040003; Fourth: 200506160040; Fifth: 200506220002; Sixth: 200512070003; Seventh: 200604190030; Eighth: 200607190003; Ninth: 200608020003; Tenth: 200609280023; Eleventh: 200710260009; Twelfth: 200712190005; Thirteenth: 200808210003; Fourteenth: 200903270053; Fifteenth: 200907300007; Sixteenth: 201205210062; Seventeenth: 201207020036; Eighteenth: 201210080011; Nineteenth: 201503160001; Twentieth: 201706060024; Twenty First: 201706300067; Twenty Second: 201708290007; Twenty Third: 201810190025; Twenty Fourth: 201811090025; Twenty Fifth: 201911060041; Thirty-Fifth: 202207280003.

(Omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant is (a) is exempt under Chapter 42 Section 3607, United States Code or (b) relates to handicap but does not discriminate against handicapped persons.)

The imposition of a transfer or conveyance fee is contained within the document. The provisions for such a fee require it to be paid upon transfer or conveyance of the Land. Such imposition may include a conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfer, whether or not derived through such foreclosure.

17. Second amended and restated covenant for community enhancement, including the terms and conditions thereof, Recorded: July 20, 2004, Auditor's File No.: 200407200039.

First Supplemental recorded under Kittitas County Auditor's File No. 200410080060;
Second Supplemental recorded under Kittitas County Auditor's File No. 200410140004;
Third Supplemental recorded under Kittitas County Auditor's File No. 200505040004;
Fourth Supplemental recorded under Kittitas County Auditor's File No. 200506220004;
Fifth Supplemental recorded under Kittitas County Auditor's File No. 200512070005;
Sixth Supplemental recorded under Kittitas County Auditor's File No. 200604190031;
Seventh Supplemental recorded under Kittitas County Auditor's File No. 200607190004;
Eight Supplemental recorded under Kittitas County Auditor's File No. 200608020004;
Ninth Supplemental recorded under Kittitas County Auditor's File No. 200609280024;
Tenth Supplemental recorded under Kittitas County Auditor's File No. 200610270011;
Eleventh Supplemental recorded under Kittitas County Auditor's File No. 200710260010;
Twelfth Supplemental recorded under Kittitas County Auditor's File No. 200712190002;
Thirteenth Supplemental recorded under Kittitas County Auditor's File No. 200808210004;
Fourteenth Supplemental recorded under Kittitas County Auditor's File No. 200903270052;
Fifteenth Supplemental recorded under Kittitas County Auditor's File No. 200907300006;
Sixteenth Supplemental recorded under Kittitas County Auditor's File No. 201205210063;
Seventeenth Supplemental recorded under Kittitas County Auditor's File No. 201209240048;
Eighteenth Supplemental recorded under Kittitas County Auditor's File No. 201503100021;
Nineteenth Supplemental recorded under Kittitas County Auditor's File No. 201512290031;
Twentieth Supplemental recorded under Kittitas County Auditor's File No. 201512290030;
Twenty First Supplemental recorded under Kittitas County Auditor's File No. 201706060026;
Twenty Second Supplemental recorded under Kittitas County Auditor's File No. 201706060031;
Twenty Third Supplemental recorded under Kittitas County Auditor's File No. 201706300065;
Twenty Fourth Supplemental recorded under Kittitas County Auditor's File No. 201708290006 and amended by instrument No.: 201909190042;
Twenty Fifth Supplemental recorded under Kittitas County Auditor's File No. 201709150030;
Twenty Sixth Supplemental recorded under Kittitas County Auditor's File No. 201810190026;
Twenty Seventh Supplemental recorded under Kittitas County Auditor's File No. 201811090026;
Twenty Eighth Supplemental recorded under Kittitas County Auditor's File No. 201911060040;
Thirty-Second Supplemental recorded under Kittitas County Auditor's File No. 202207280002.

(collectively, the "Covenant")

(Omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant is (a) is exempt under Chapter 42 Section 3607, United States Code or (b) relates to handicap but does not discriminate against handicapped persons.)

The imposition of a transfer or conveyance fee is contained within the document. The provisions for such a fee require it to be paid upon transfer or conveyance of the Land. Such imposition may include a conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfer, whether or not derived through such foreclosure.

18. Any unpaid charges or assessments, and liability for further assessments or charges, levied by Tumble Creek Village Association, for which a lien may have arisen, or may arise, as set Supplemental Declaration Covenant, conditions, restrictions and easements recorded October 8, 2004, under Auditor's File No. 200410080057.
19. Any unpaid charges or assessments, and liability for further assessments or charges, levied by Suncadia Residential Owners' Association, for which a lien may have arisen, or may arise, as imposed by Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Suncadia Residential areas, recorded July 20, 2004, under Auditor's File No. 200407200037.
20. Any unpaid charges or assessments, and liability for further assessments or charges, levied by Suncadia Community Council, for which a lien may have arisen, or may arise, as imposed by Amended and Restated Declaration of Covenants and Easements for Suncadia Community Improvements, recorded July 20, 2004, under Auditor's File No. 200407200038.
21. Any unpaid charges or assessments, and liability for further assessments or charges, levied by Community Enhancement, for which a lien may have arisen, or may arise, as set forth in Second Amended and Restated Covenant recorded July 20, 2004, under Auditor's File No. 200407200039, and in First Supplemental to Second Amended and Restated Covenant recorded October 8, 2004, under Auditor's File No. 200410080060, 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.
22. Matters disclosed by survey, recorded February 13, 1992, under Recording No. : 581725.
23. Matters disclosed by survey, recorded July 6, 2005, under Recording No. : 200501060021.

Affidavit of Minor Correction of Survey filed under Auditor's File No. 200503080036 and 200505110023.
24. Provisions contained in the Articles of Incorporation and Bylaws of The Suncadia Water Company.
25. Provisions contained in the Articles of Incorporation and Bylaws of Suncadia Residential Owner's Association.
26. Provisions contained in the Articles of Incorporation and Bylaws of Suncadia Community Council.
27. Provisions contained in the Articles of Incorporation and Bylaws of The Suncadia Fund For Community Enhancement.
28. Provisions contained in the Articles of Incorporation and Bylaws of Suncadia Utility Company.
29. Any unpaid assessments or charges, and liability for further assessments or charges by The Suncadia Water Company.
30. Any unpaid assessments or charges, and liability for further assessments or charges by Suncadia Residential Owner's Association.
31. Any unpaid assessments or charges, and liability for further assessments or charges by Suncadia Community Council.
32. Any unpaid assessments or charges, and liability for further assessments or charges by The Suncadia Fund For Community Enhancement.
33. Any unpaid assessments or charges, and liability for further assessments or charges by The Suncadia Utility Company.

EXHIBIT A

Legal Description

LOT 16-7, OF SUNCADIA - PHASE 3 DIVISIONS 15 AND 16 (TUMBLE CREEK), IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 13 OF PLATS, PAGES 59 THROUGH 79, RECORDS OF SAID COUNTY.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

APN/Parcel(s): 961307