

RECEIVED  
DEC 19 2023

Kittitas County CDS

When recorded return to:  
Robert L Eckelmann and Monique Eckelmann  
705 Bouldin Ave  
Austin, TX 78704

RE EXCISE TAX PAID  
Amount \$14724.00  
Date 08/30/2023  
Affidavit No. 2023-1389  
KITTITAS COUNTY TREASURER  
By Kristen Washington

**NEXTITLE** Recorded by NextTitle  
Order No. 0542789

Filed for record at the request of:



**CHICAGO TITLE**  
CORPORATION OF WASHINGTON

3304 Rosedale Street NW, Suite 100  
Gig Harbor, WA 98335

Escrow No.: 0256041-OC

### STATUTORY WARRANTY DEED

THE GRANTOR(S) Jolly Mountain Group LLC, a Washington limited liability company  
for and in consideration of Ten And No/100 Dollars (\$10.00), and other valuable consideration  
in hand paid, conveys and warrants to Robert L Eckelmann and Monique Eckelmann, a married couple  
as joint tenants with right of survivorship and not as tenants in common

the following described real estate, situated in the County of Kittitas, State of Washington:  
LOTS 4 & 5, EAGLE NEST PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN  
BOOK 12 OF PLATS, PAGE 19 THROUGH 20, UNDER AUDITOR'S FILE NO. 201104070042,  
RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 21,  
TOWNSHIP 21 NORTH, RANGE 14 EAST, W.M., KITTITAS COUNTY, STATE OF  
WASHINGTON.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 957145, 957146

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE GRANTEES, BY SIGNING THE ACCEPTANCE BELOW, EVIDENCE THEIR INTENTION TO  
ACQUIRE SAID PREMISES AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP, AND  
NOT AS TENANTS IN COMMON.

Robert L Eckelmann

Monique Eckelmann

**STATUTORY WARRANTY DEED**  
(continued)

Dated: August 21, 2023

Jolly Mountain Group LLC, a Washington Limited Liability Company

BY: Newport Hills Land Co. Inc., Sole Memeber

By: *Douglas W. Weis*  
Douglas W. Weis  
Director *Douglas*

State of Washington  
County of KITTITAS

This record was acknowledged before me on Aug 21, 2023 by Douglas W. Weis as Director of Newport Hills Land Co. Inc, Sole Member of Jolly Mountain Group LLC, a Washington Limited Liability Company.

*Cheryl Cox*  
(Signature of notary public)  
Notary Public in and for the State of WA  
My commission expires: April 13, 2025



**EXHIBIT "A"**  
Exceptions

Exceptions Set forth on attached exhibit and by this reference made a part hereof as if fully incorporated herein.

1. 1. Exceptions and reservations contained in Deed from Plum Creek Timber Company, L.P., a Delaware limited partnership, Recorded: January 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). 539737.
2. 2. Reservations, Easements, and other matters contained in Deed, Recorded: June 30, 1999, Recording No.: 199906300046.
3. 3. Reservations, Easements and other matters contained in Deed, Recorded: December 27, 2000, Recording No.: 200012270002.
4. 4. Easement and the terms and conditions thereof: Grantee: United States of America, Purpose: Road and Slopes, Area affected: Portion of said premises, Recorded: October 26, 1984, under Recording No.: 483235.
5. 5. Easement and the terms and conditions thereof: Grantee: Kittitas County, Purpose: Salmon La Sac County Road, Area affected: Portion of said premises, Recorded: July 29, 1992, under Recording No.: 551097
6. 6. Easement and the terms and conditions thereof: Grantee: Puget Sound Energy, Inc, Purpose: Electric Transmission and/or Distribution Line, Area affected:, Portion of said premises, Recorded: June 27, 2003, under Recording No.: 200306270027.
7. 7. Easement and the terms and conditions thereof: Grantee: R&R Cable, Purpose: Electric, Transmission and/or Distribution line, Area affected: Portion of said premises, Recorded: October 6, 2006, under Recording No.: 200610060030.
8. 8. Easement and the terms and conditions thereof: Grantee: Inland Telephone Company, Inc, Purpose: Utility systems for purposes of transmission and distribution, Area affected: Portion of said premises, Recorded: October 6, 2006, under Recording No.: 200610060031.

**EXHIBIT "A",**

Exceptions  
(continued)

9. 9. Easement and the terms and conditions thereof: Purpose: Temporary Construction Easement, Area affected:  
Portion of said premises, Recorded: December 10, 2010, under Recording No.: 201012100043.
10. 10. Easement and the terms and conditions thereof, Purpose: Shared driveway and utilities; Area affected:  
Portion of said land; Recorded October 31, 2022; Recording No.: 202210310016.  
  
Amendment to Declaration of a Driveway and Utility Easement, recorded July 21, 2023, under Auditor's  
File No. 202308160024
11. 11. Easement and the terms and conditions thereof, Purpose: Shared driveway and utilities; Area affected:  
Portion of said land; Recorded October 31, 2022; Recording No.: 202210310017.  
  
Amendment to Declaration of a Driveway and Utility Easement, recorded July 21, 2023, under Auditor's  
File No. 202307210013, further amended by instrument recorded under Auditor's File No. 202308160023.
12. 12. Waiver of Damages and Consent to establish road and the terms and conditions thereof imposed by instrument Recorded: May 2, 1932, under Recording No. 108988.
13. 13. Waiver of Damages and Consent to Locate County Road and the terms and conditions thereof imposed by instrument Recorded: May 23, 1941 recorded in book 63, page 446, under Recording No. 161531.
14. 14. Non-Exclusive Ingress and Egress Easement Agreement and the terms and conditions thereof imposed by instrument Recorded: April 26, 2006, under Recording No. 200604260029.
15. 15. Perpetual Non-Exclusive Reciprocal Road Easement Agreement and the terms and conditions thereof imposed by instrument Recorded: December 12, 2006, under Recording No. 200612120041.
16. 16. Declaration of Covenants for the Anna Bell Water System and the terms and conditions thereof imposed by instrument Recorded: December 12, 2008, under Recording No. 200812120026.
17. 17. Newport Hills Road Maintenance Agreement and the terms and conditions thereof, Between: Three Sons, LLC, a Washington limited liability Company and Newport Hills Land Company, Inc., a Washington corporation, imposed by instrument Recorded: October 31, 2022, under Recording No. 202210310077.
18. 18. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the Survey recorded under Recording No. 587743.  
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 easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.
19. 19. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any,

**EXHIBIT "A"**

Exceptions  
(continued)

disclosed by the  
Boundary Line Adjustment recorded under Recording No. 200505200021.  
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 easements,  
covenants or  
other appurtenances shown on the plat or survey to benefit or burden real property outside the  
boundaries of  
said land.

20. 20. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any,  
disclosed by the  
Survey recorded under Recording No. 200611270096.  
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 easements,  
covenants or  
other appurtenances shown on the plat or survey to benefit or burden real property outside the  
boundaries of  
said land.
21. 21. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any,  
disclosed by the  
Boundary Line Adjustment recorded under Recording No. 200709100070.  
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 easements,  
covenants or  
other appurtenances shown on the plat or survey to benefit or burden real property outside the  
boundaries of  
said land.
22. 22. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any,  
disclosed by the  
recorded Plat of Anna Bell Plat. 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 easements,  
covenants or  
other appurtenances shown on the plat or survey to benefit or burden real property outside the  
boundaries of  
said land.
23. 23. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any,  
disclosed by the  
recorded Plat of Eagle Nest Plat.  
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.

**EXHIBIT "A"**

Exceptions  
(continued)

This policy does not insure that the land described in Schedule A is benefited by easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.

24. 24. Covenants, Conditions and Restrictions imposed by instrument Recorded: October 6, 2006, under Recording No.: 200610060032, including, but not limited to, liability for assessments levied by the community association. 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 easements, covenants or other appurtenances set forth in said instrument to benefit or burden real property outside the boundaries of said land. And Amendments thereto recorded under Recording No(s). 200709120054.
25. 25. Covenants, Conditions and Restrictions imposed by instrument Recorded: October 31, 2022, under Recording No.: 202210310078, including, but not limited to, liability for assessments levied by the community association. 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 set forth in said instrument to benefit or burden real property outside the boundaries of said land.
26. 26. Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Cle Elum River.
27. 27. Rights of State of Washington to that portion of the land, if any, lying in the bed of Cle Elum River, if that waterway is navigable.
28. 28. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of Cle Elum River.
29. 29. Any Restriction on the use of any portion of the land subject to submergence that derive from the rights of the public and riparian owners to use any waters which may cover that portion.
30. 30. Rights and Easement of the public for commerce, navigation, recreation and fisheries.
31. 31. Any Restriction on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.
32. 32. Provisions contained in the Articles of Incorporation and Bylaws of Newport Hills Communities Owners Association.

**EXHIBIT "A"**  
Exceptions  
(continued)

33. 33. Any unpaid assessments or charges, and liability for further assessments or charges by Newport Hills Communities Owners Association.