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Filed for and return to:

The John's Real Estate Corporation  
P. O. Box 3196  
Wenatchee, WA 98807-3196

**NO EXCISE TAX REQUIRED**  
DOUGLAS COUNTY TREASURER  
FELISHA L. ROSALES

BY BR 8/20/24 DEPUTY

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** The John's Real Estate Corporation, a Washington corporation; Bald Eagle Three, LLC, a Washington limited liability company; Corning and Sons LLC, a Washington limited liability company; Mary Ann Corning, individually and as Personal Representative of the Estate of John J. Corning

**Grantee(s):** The John's Real Estate Corporation, a Washington corporation; Bald Eagle Three, LLC, a Washington limited liability company; Corning and Sons LLC, a Washington limited liability company; Mary Ann Corning, individually and as Personal Representative of the Estate of John J. Corning

**Reference Number(s) of Documents Restated, Amended, or Replaced:** 3170239, 3170326, 3252161, 3258360, 3266988, 3266615, 3266482, 3169703

**Abbreviated Legal Description:** portions of S23, T23N, R20 EWM, Douglas County, Washington  
**Complete or Additional Legal Description on Page 1 of Document.**

**Assessor's Parcel Number(s):** 23202310006, 23202310007, 23202310008, 23202310009, 23202310010, 23202310011 (parcel numbers continue on Exhibit "B")

**DECLARATION OF EASEMENT**

This Declaration of Easement (the "Declaration") is made by The John's Real Estate Corporation, a Washington corporation ("The John's"), Bald Eagle Three, LLC, a Washington limited liability company ("Bald Eagle Three"), Corning and Sons LLC, a Washington limited liability company ("Corning and Sons"), and Mary Ann Corning, individually and as Personal Representative of the Estate of John J. Corning (collectively, "MAC"). The John's, Bald Eagle Three, Corning and Sons, and MAC are sometimes collectively referred to as the "Parties" or individually a "Party".

**RECITALS**

- A. The John's is the owner of the real properties in Douglas County, Washington legally described as follows (collectively, the "The John's Property"):

Lots 1 through 12 of Tax Parcel Segregation Request recorded on January 22, 2024, at Douglas County Auditor File No. 3266482, records of Douglas County, Washington.

Lots 1 through 12 of Tax Parcel Segregation Request recorded on January 29, 2024, at Douglas County Auditor File No. 3266615, records of Douglas County, Washington.

- B. Bald Eagle Three, LLC is the owner of the real properties in Douglas County, Washington legally described as follows (collectively, the "Bald Eagle Three Property"):

Parcel B of Douglas County Boundary Line Adjustment 2018-33, recorded on June 28, 2019, at Douglas County Auditor File No. 3221734, records of Douglas County, Washington.

- C. Corning and Sons is the owner of the real properties in Douglas County, Washington legally described as follows (collectively, the "Corning and Sons Property"):

Lots 1 through 16 of Tax Parcel Segregation Request recorded on February 23, 2024, at Douglas County Auditor File No. 3266988, records of Douglas County, Washington.

Lots 2, 3, 4B, and 5 of Tax Parcel Segregation Request recorded on June 10, 2013, at Douglas County Auditor File No. 3170239, records of Douglas County, Washington.

Parcel B of Douglas County Boundary Line Adjustment 13-16, recorded on August 8, 2013, at Douglas County Auditor File No. 3172498, records of Douglas County, Washington.

- D. MAC is the owner of the real properties in Douglas County, Washington legally described as follows (collectively, the "MAC Property"):

Lots 1 through 7 of Tax Parcel Segregation Request recorded on January 29, 2024, at Douglas County Auditor File No. 3266614, records of Douglas County, Washington.

- E. At various times, the Parties or their predecessors recorded or identified access and/or utility easements involving some or all of the real property described in Recitals A, B, C and D, above (all of the real property identified in Recitals A, B, C and D, above, shall hereafter be referred to as the "Benefitted Property"), including but not limited to the following easements (collectively, the "Prior Easements"):
- a. An Affidavit of Easement included as part of Tax Parcel Segregation Request recorded on June 10, 2013, at Douglas County Auditor File No. 3170239, records of Douglas County, Washington. Which easement is also depicted on Record of Survey recorded on June 13, 2013, at Douglas County Auditor File No. 3170326, records of Douglas County, Washington.
  - b. A Declaration of Easement recorded on January 27, 2022, at Douglas County Auditor File No. 3252161, records of Douglas County, Washington, which was amended and restated as set forth in the Restated and Amended Declaration of Easement recorded on October 3, 2022, at Douglas County Auditor File No. 3258360, records of Douglas County, Washington.
  - c. Internal Easements identified in (a) Tax Parcel Segregation Request recorded on February 23, 2024, at Douglas County Auditor File No. 3266988; (b) Tax Parcel Segregation Request recorded on January 29, 2024, at Douglas County Auditor File No. 3266615; and (c) Tax Parcel Segregation Request recorded on January 22, 2024, at Douglas County Auditor File No. 3266482.
  - d. Access and Utility Easement identified on Record of Survey recorded at Douglas County Auditor File No. 3169703, records of Douglas County, Washington.
- F. The Parties desire to establish a perpetual, non-exclusive easement, over, under, across, and upon existing and future access roads located on or benefitting the Benefitted Property as depicted and described on attached Exhibit "A", which is incorporated herein by this reference (the "Easement").
- G. It is the intent of the Parties, being the owners of all of the Benefitted Property, to have the Easement supersede and replace the Prior Easements, in their entirety.

NOW, THEREFORE, in light of the above Recitals, which are incorporated herein by this reference as part of the agreement of the Parties, in consideration of the mutual benefits to be derived therefrom, the following grants, agreements, covenants and restrictions are hereby declared:

**1. Grant of Easement.** The Parties hereby grant, declare and establish the Easement described above for the use and purposes described in Section 2, below, for the benefit of the present and future owners of the Benefitted Property (collectively the "Parcel Owners", or

individually a "Parcel Owner"), subject to the limitations set forth in Section 3, below. The Easement is to be broadly interpreted with the intent to facilitate the development of and access to the Benefitted Property.

**1.1 Expansion of Easement.** The original Parties (meaning, The John's, Bald Eagle Three, Corning and Sons, and MAC) may add additional road networks within the Benefitted Property, from time to time, so long as the additional road network is located on real property owned by the original Parties, or any one of them. The original Parties (without the approval or consent of the Parcel Owners) shall sign and record an amendment to Exhibit A to this Declaration of Easement identifying the additional road network that will become part of the Easement and subject to the terms and conditions of this Declaration of Easement. As part of the additional road network that may be identified by the original Parties, an additional access point to a public road may occur, which may be limited to emergency access purposes if so designated by the original Parties. In the event an additional access point to a public road is added to the road network, the original Parties may install a gate at the additional access point, and if said gate is installed it shall be subject to the terms set forth in Section 2.1, below; provided, however, if said additional access point is limited to emergency access only, then other access limitations may occur and the providers of emergency services shall be provided access through the additional access point and use of the additional access point may be limited to emergency use only.

**1.2 Reconfiguration of Easement.** The original Parties may reconfigure the Easement location within the Benefitted Property, from time to time, so long as the reconfiguration is located on real property owned entirely by the original Parties, or any one of them. The original Parties shall sign and record an amendment to Exhibit A to this Declaration of Easement identifying the reconfiguration of the Easement (without the approval or consent of the Parcel Owners), and such reconfiguration shall remain subject to the terms and conditions of this Declaration of Easement.

**2. Use of Easement Premises.** Use of the Easement is for all legal purposes now or hereafter existing related to providing access and utilities to the Benefitted Property. The Easement shall remain open and unobstructed, except as provided in Section 1.1, above, and Section 2.1, below. Utilities may be located above or below ground within the Easement, provided the utilities are located along the sides of the Easement and do not impair access. Nothing herein shall allow the use of the Easement for access to or the extension of utilities to real property that is not part of the Benefitted Property, provided, however, if the original Parties acquire additional property that could be served by the Easement, then the original Parties may amend the legal description of the Benefitted Property to include said additional property by signing and recording an amendment to this Declaration of Easement (without the approval or consent of the Parcel Owners).

**2.1 Main Gate.** The Parties have installed a main entrance gate at the point the Easement exits Blue Grade Road, a County Road, approximately in the southeast corner of Lot 7 of

the MAC Property. So long as the Parties, or any one of them, still owns real property that is a portion of the Benefitted Property, said Parties (or the remaining ownership out of the original Parties) shall maintain and repair the main gate (and may replace the main gate). All Parcel Owners shall be provided access through the main gate, which access may be controlled by a key, key code, remote type access, and the like, from time to time as determined by the Parties. In the event a road maintenance association is created by a majority of the Parcel Owners (determined at the time the road maintenance association is created), then the original Parties may assign the maintenance, repair and management of the main gate to the road maintenance association.

**2.2 Future Subdivision.** Any parcel of real property that is part of the Benefitted Property may be further subdivided utilizing any legal method available to create additional lots or parcels.

**3. Improvements; Maintenance; Damage.** No Parcel Owner is obligated to improve, maintain, or repair the Easement, except that any damage to the Easement caused by one of the Parcel Owners (or anyone using the Easement by, through or on behalf of said Parcel Owner) shall be the sole responsibility of that Parcel Owner (damage may arise from the negligent or wrongful acts of or work performed by a Parcel Owner, or anyone using the Easement by, through or on behalf of said Parcel Owner). Any Parcel Owner shall have the right, in its sole discretion, to improve, maintain, or repair that portion of the Easement benefiting the parcel they own at their own cost and expense. Absent a separate agreement between two or more Parcel Owners, there shall be no right of reimbursement for any improvement, maintenance, repair, or replacement of the Easement, except as set forth herein in the event of damage to the Easement.

**3.1** Except for utilities that are located along the sides of the Easement and do not change, alter, diminish or damage the access portion of the Easement, no gate (other than the main gate described in Section 2.1, above, and possible future gate and emergency access restrictions that may occur as set forth in Section 1.1, above), obstruction, landscaping, trees, shrubs or other object, of any kind or nature, temporary or permanent, may be installed, located or placed on or across the Easement; provided however, other gates may be installed only if all Parcel Owners who will be impacted by the proposed gate and said gate location is identified in an amendment to this Declaration of Easement recorded with the Douglas County Auditor (where all Parcel Owners impacted by the proposed gate have consented to the gate, and signed the amendment before a notary public).

**4. Binding; Runs with the Property; Amendment.** The terms, conditions, covenants and provisions of this Declaration of Easement will run with the Benefitted Property, in perpetuity, and be binding on and for the benefit of the present and future Parcel Owners, and their heirs, assigns, successors, tenants and legal representatives. Except for possible amendments set forth in Sections 1, 2 and 3, above, this Declaration of Easement may be amended if more than seventy-five percent (>75%) of the Parcel Owners impacted by the proposed amendment and

the original Parties (or those who still own Parcels within the Benefitted Property) approve such amendment, provided that such amendment shall (a) not reduce the width of the Easement, and (b) address and account for utilities installed at the time of the proposed amendment. Except for possible amendments set forth in Sections 1, 2 and 3, above, and the preceding sentence, all other amendments require the unanimous approval of ninety percent (90%) of all Parcel Owners. Any amendment to this Declaration of Easement shall be signed by the necessary Parcel Owners (which signatures must be notarized) and recorded with the Douglas County Auditor to be effective.

5. **Recordation.** This Declaration of Easement shall be recorded with the Douglas County Auditor.

6. **Headings.** The section headings contained in this Declaration of Easement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Declaration.

DATED this 20<sup>th</sup> day of August, 2024.

THE JOHN'S REAL ESTATE CORPORATION

BALD EAGLE THREE, LLC

By: Mary Ann Corning  
Mary Ann Corning, Vice President

By: Mary Ann Corning  
Mary Ann Corning, Member

CORNING AND SONS LLC

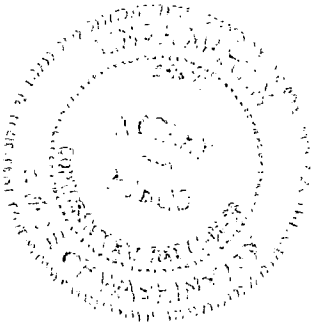
By: Mary Ann Corning  
Mary Ann Corning, Member

Mary Ann Corning  
Mary Ann Corning, individually and as the  
Personal Representative of the Estate of  
John J. Corning

STATE OF WASHINGTON )  
County of Chelan ) ss.

I certify that I know or have satisfactory evidence that Mary Ann Corning is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Vice President of The John's Real Estate Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 20, 2024.

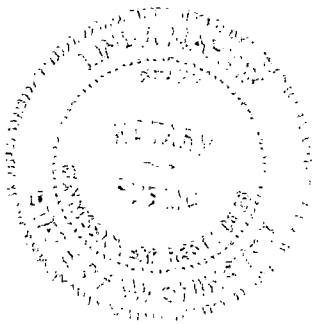


Linda Martin  
LINDA MARTIN (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires 1/6/2026

STATE OF WASHINGTON )  
County of Chelan ) ss.

I certify that I know or have satisfactory evidence that Mary Ann Corning is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Member of Bald Eagle Three, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 20, 2024.

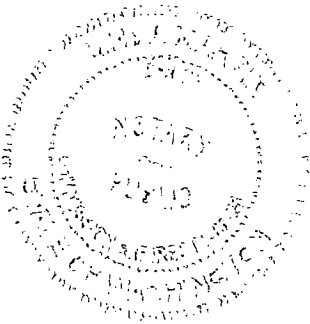


Linda Martin  
LINDA MARTIN (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires 1/6/2026

STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that Mary Ann Corning is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Member of Corning and Sons LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 20, 2024.

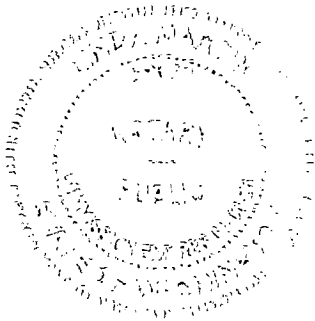


Linda Martin  
Linda Martin (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires 1/6/2026

STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that Mary Ann Corning is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it individually and as Personal Representative of the Estate of John J. Corning to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

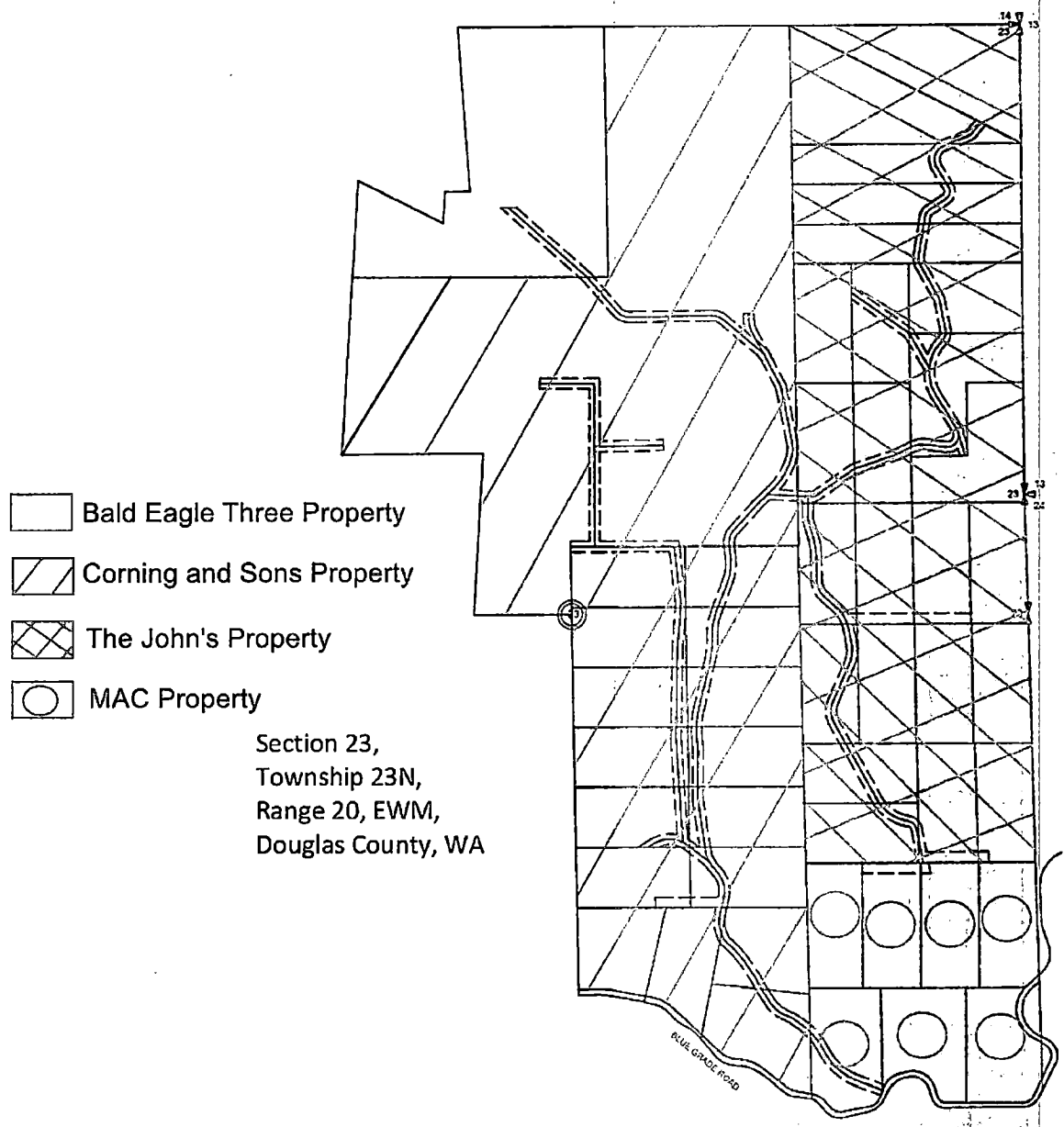
Dated: August 20, 2024.



Linda Martin  
Linda Martin (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires 1/6/2026



**EXHIBIT "A"**  
**Depiction of Easement**



Section 23,  
Township 23N,  
Range 20, EWM,  
Douglas County, WA

**OVERALL EASEMENT EXHIBIT MAP**  
See pages 11-18 for details

EXHIBIT A

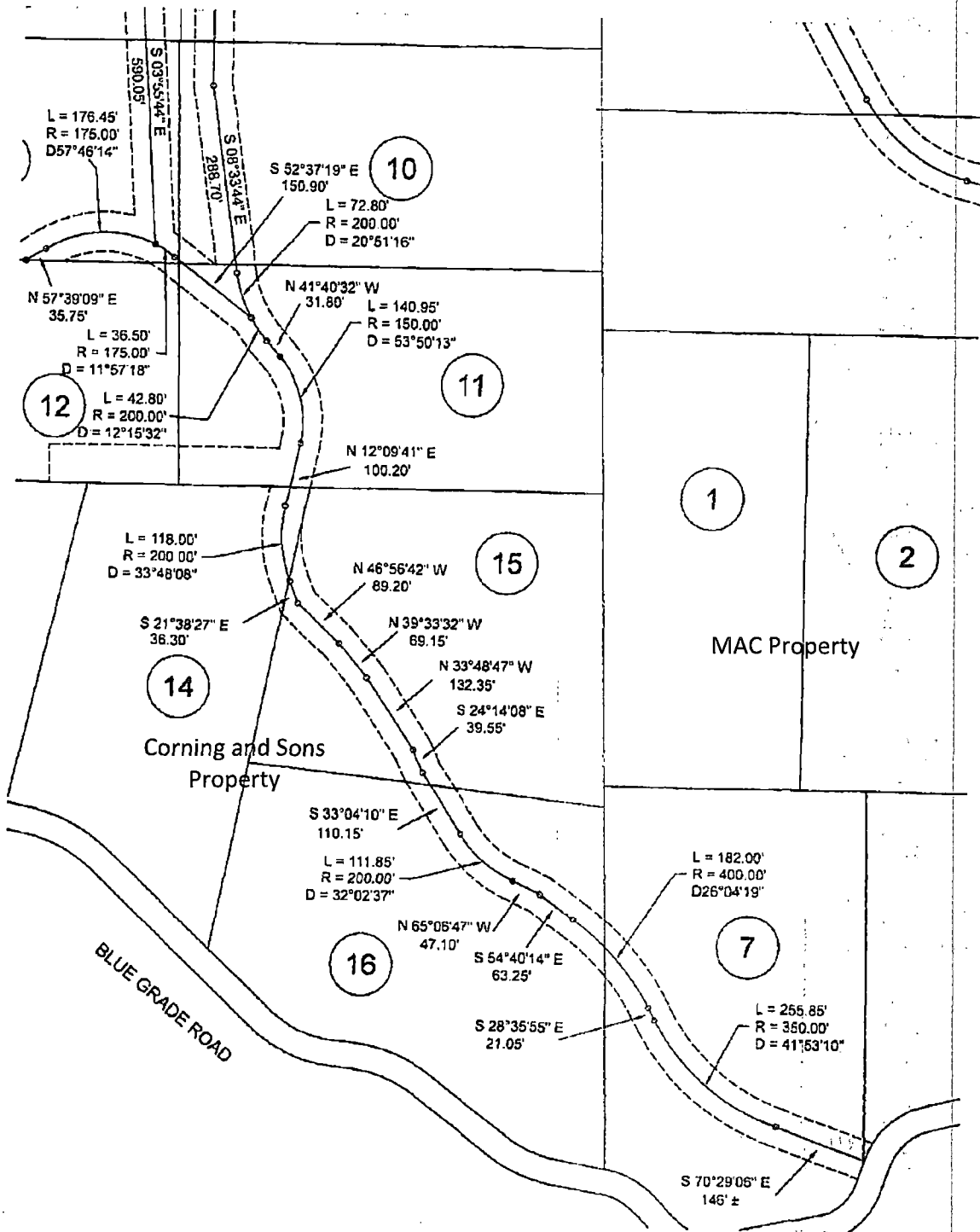


EXHIBIT A

Corning and Sons  
Property

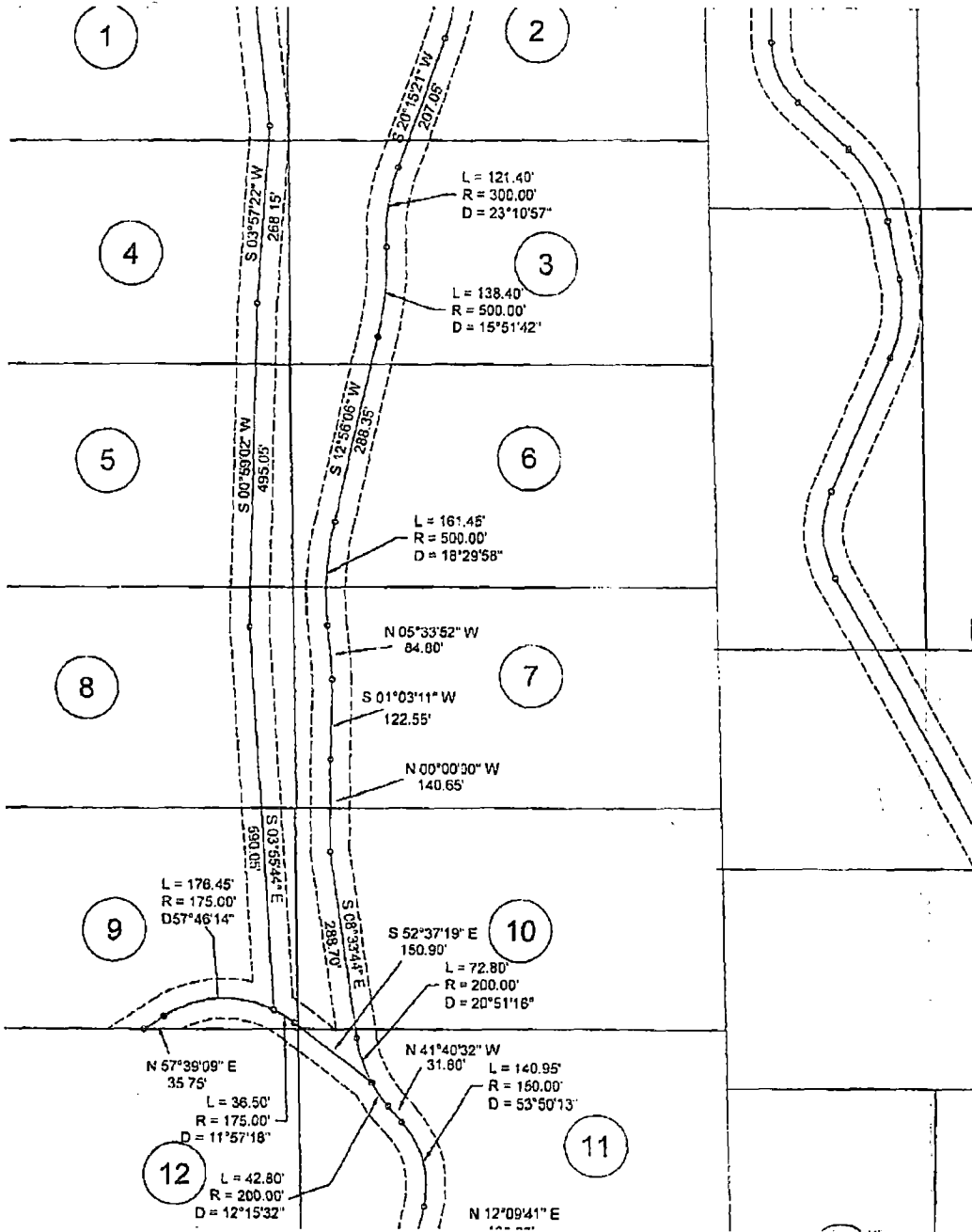


EXHIBIT A

The John's Property

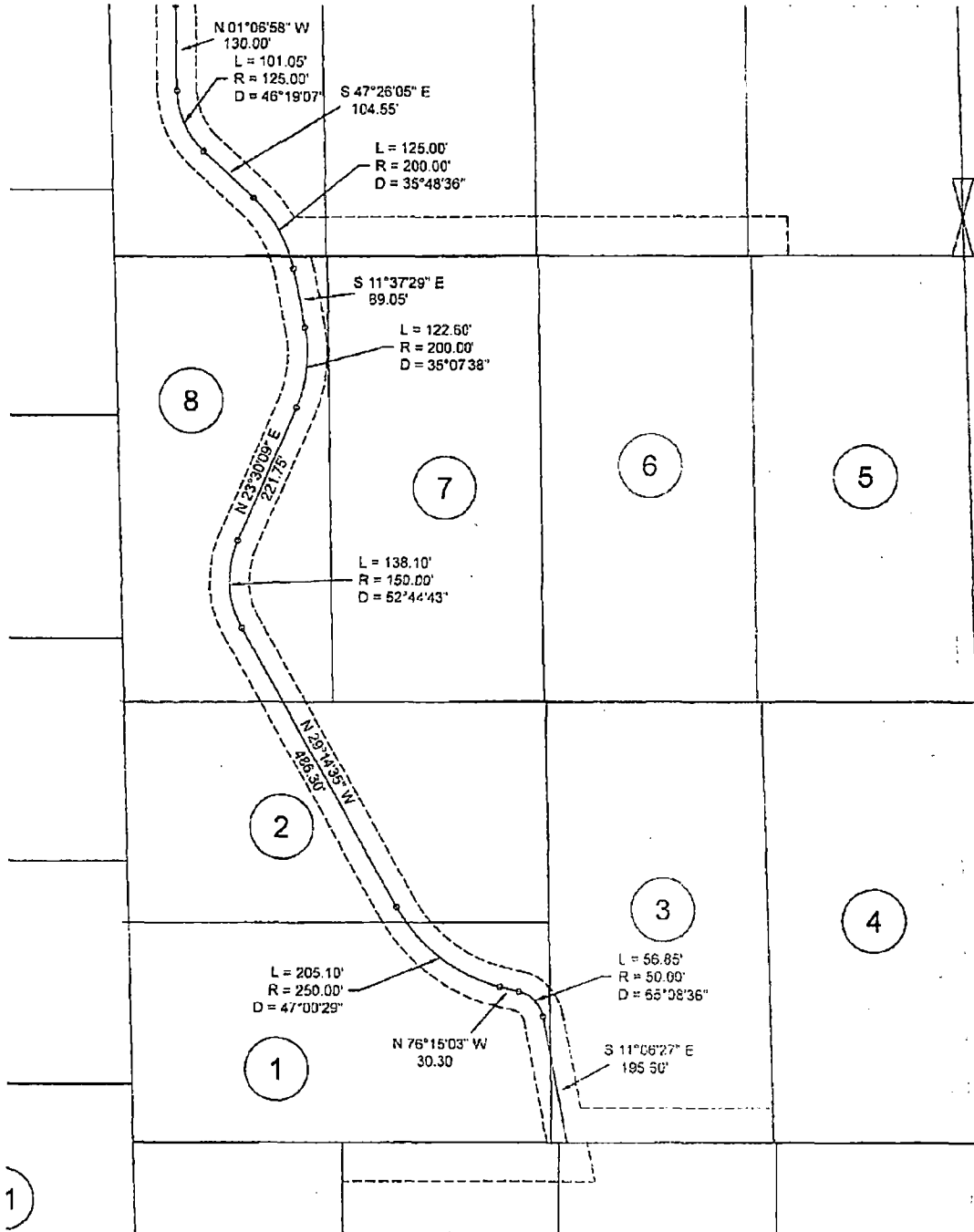


EXHIBIT A

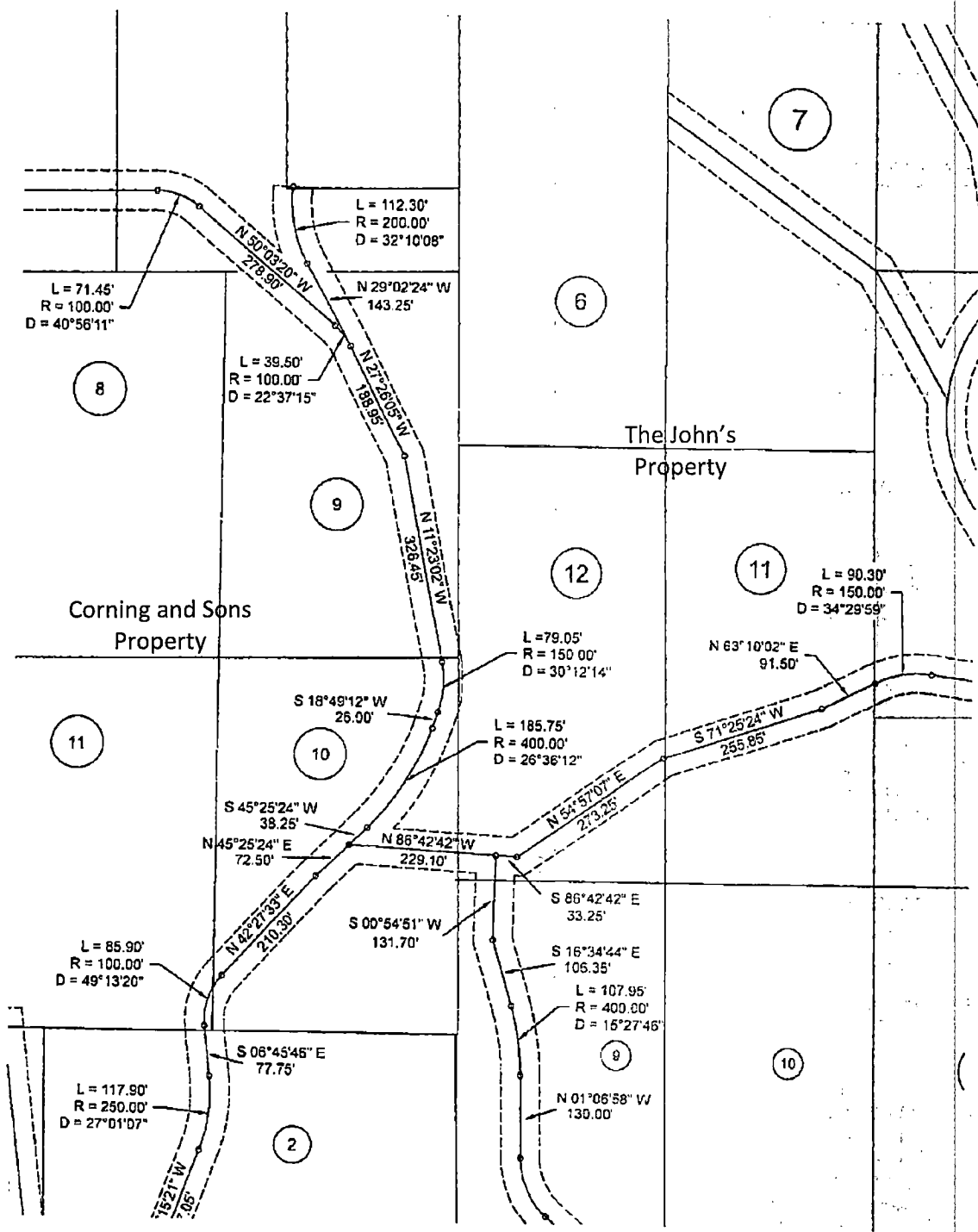
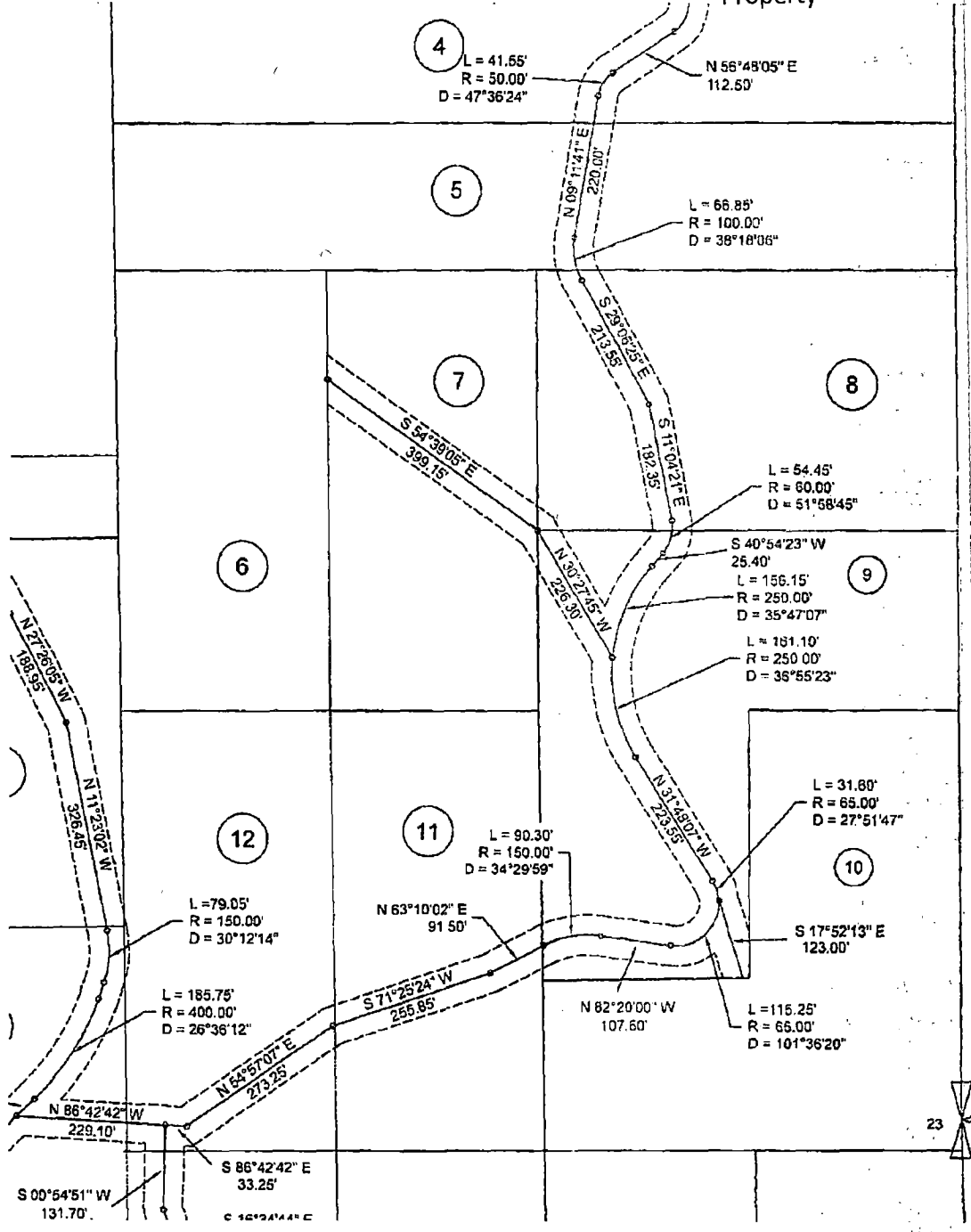
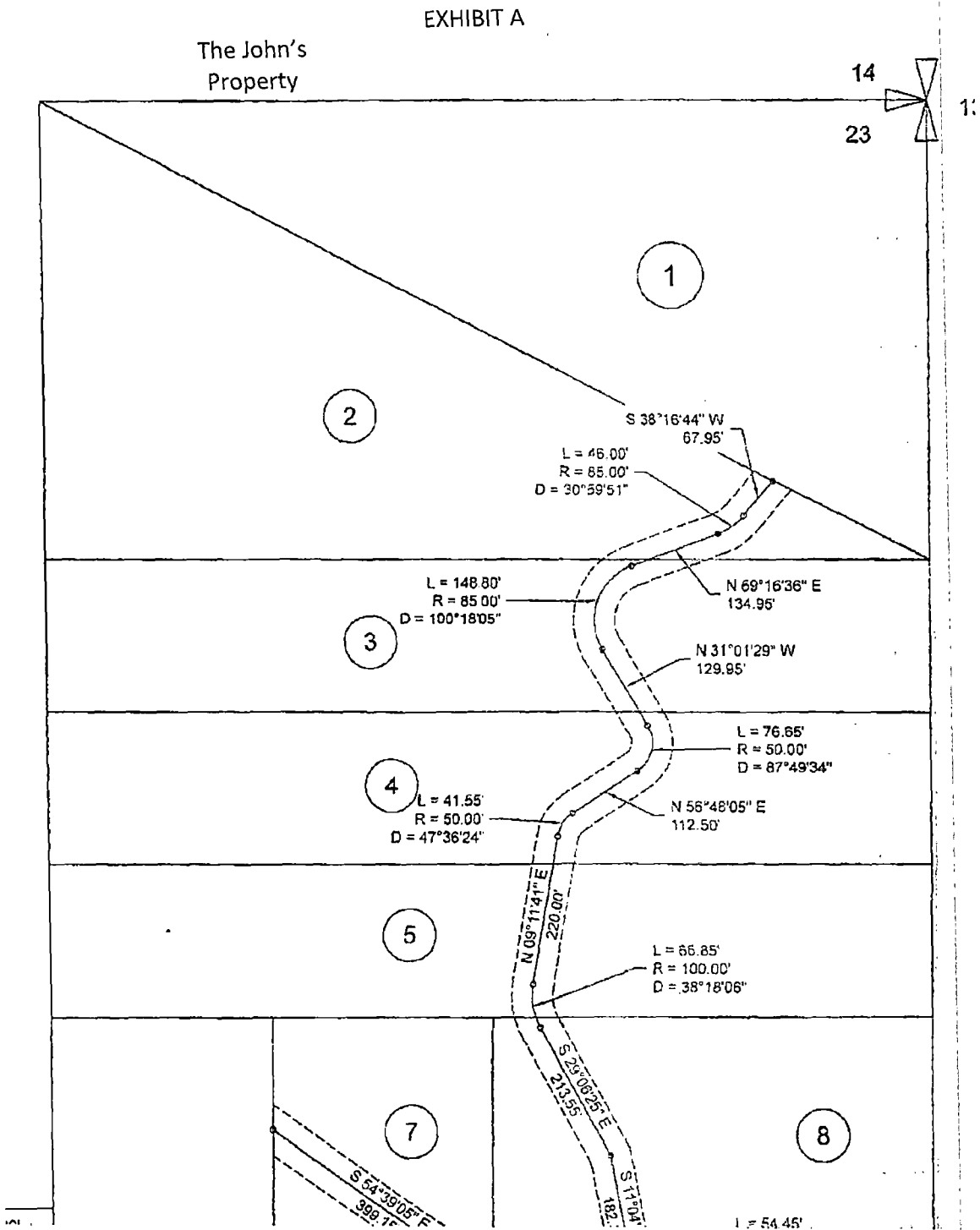


EXHIBIT A

The John's  
Property





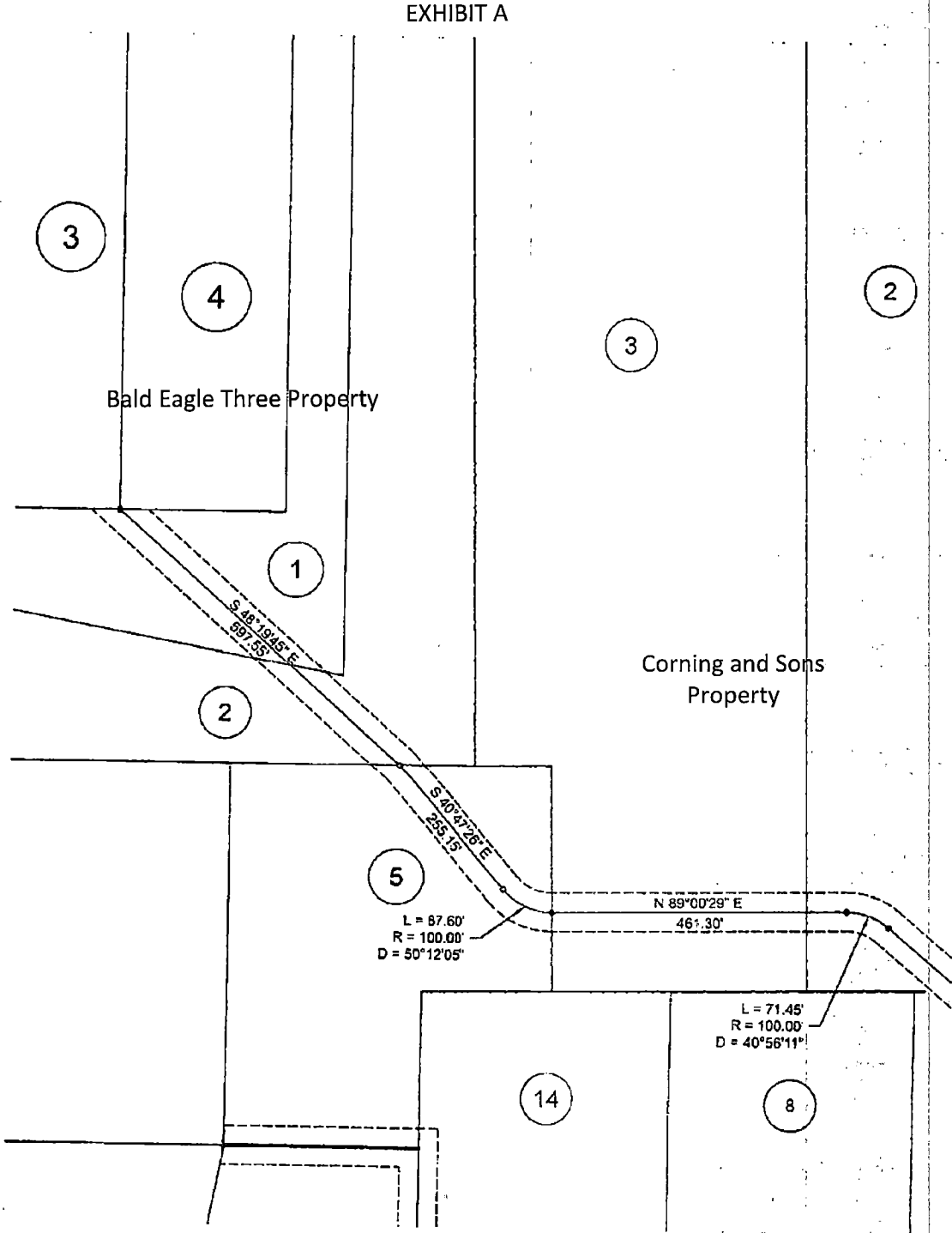
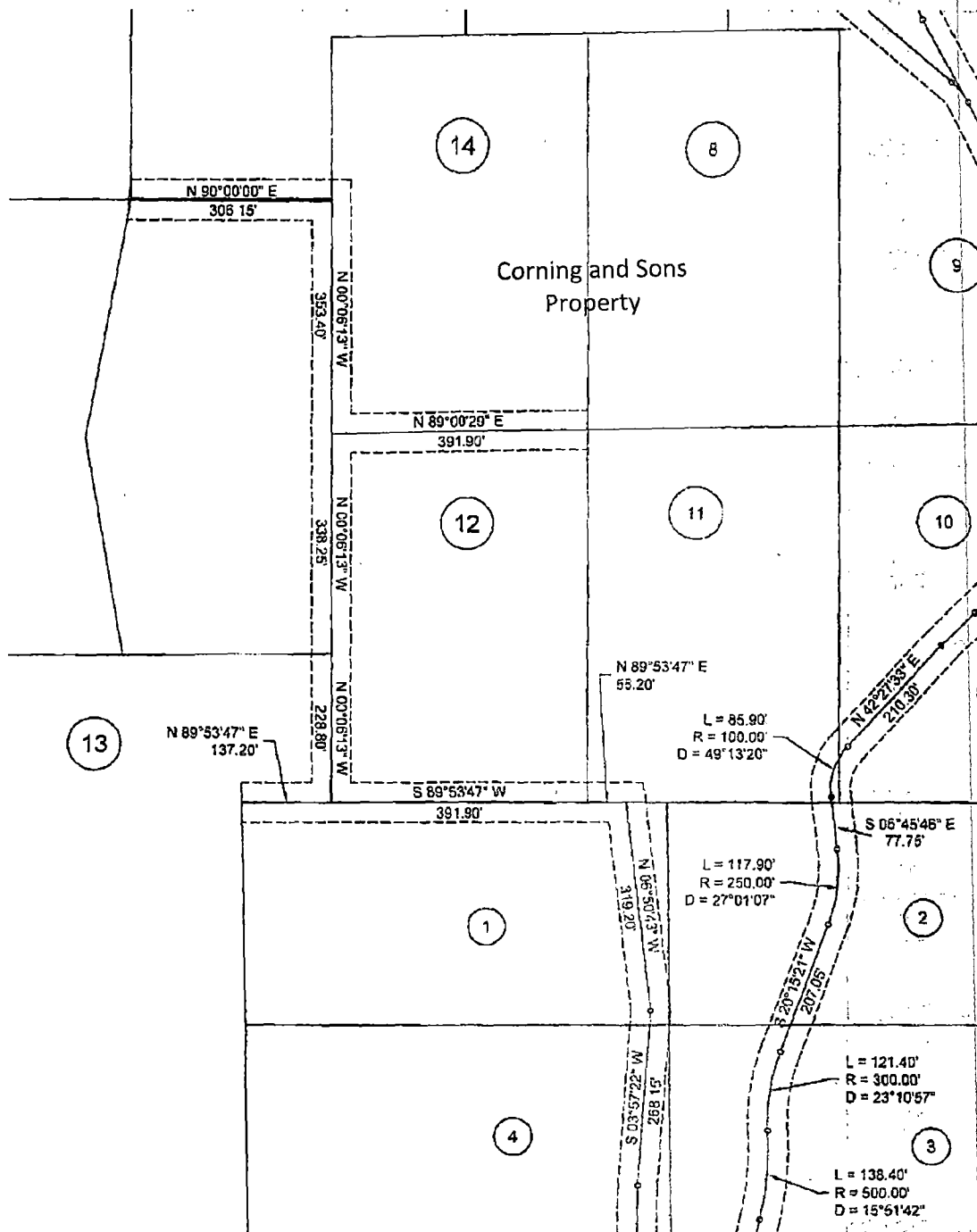




EXHIBIT A



**EXHIBIT "B"**  
**Parcel Numbers**

23202310026	23202310057
23202310027	23202310058
23202310028	23202310059
23202310029	23202310060
23202310030	23202310061
23202310031	23202310062
23202310032	23202310063
23202310033	23202310064
23202310034	23202310065
23202310035	23202310066
23202310036	23202310067
23202310037	23202310068
23202310038	23202310069
23202310039	23202310070
23202310040	23202310071
23202310041	23202310072
23202310042	
23202310043	
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