

Return Address:
The John's Real Estate Corporation
130 Riverview Drive
East Wenatchee, WA 98802

EASEMENT GRANT

Reference numbers of related documents: _____
Grantor:
1. Corning, Joshua J.
2. Bald Eagle Three, LLC
Grantee:
1. Corning, Joshua J.
2. The John's Retirement Plan Trust
Legal Description:
1. Portions of Sec. 13, T. 23 N., R. 20, E.W.M.
2. Additional legal Description attached as Exhibit "A"
Assessor's Property Tax Parcel Account Number(s): 23201320001; 23201330001; 23201320002

This Easement Grant is made between Joshua J. Corning and Bald Eagle Three, LLC, hereinafter referred to as the "Grantors", and Joshua J. Corning and The John's Retirement Plan Trust, hereinafter referred to as the "Grantees".

The following recitals of fact are a material part of this instrument:

A. Joshua J. Corning, Bald Eagle Three LLC, and The John's Retirement Plan Trust are the owners of Portions of Section 13, Township 23, Range 20, Douglas County, Washington all as more particularly described as follows:

See Exhibit "A" attached and map attached as Exhibit "C" hereto and by reference incorporated herein.

B. The Grantors wish to grant and the Grantees wish to receive mutual easements over, under and across that part Section 13, Township 23 North, Range 20 East of the Willamette Meridian, Douglas County, Washington described as follows and hereafter referred to as "the easement premises":

A strip of land 30 feet in width, the center line of which is the center line of the existing road in Section 13, Township 23 North, Range 20 as of the date of this Easement Grant.

Now, therefore, in consideration of the mutual benefits to be derived therefrom, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grant of Easement. The Grantors hereby grant to the Grantees, their heirs and assigns, as an easement appurtenant to Section 13, Township 23 North, Range 20, EWM, Douglas County, Washington a perpetual easement for ingress, egress and utilities over, under and across the easement premises.

2. Use of Easement Premises. Use of the easement premises is for all legal purposes now existing or hereafter arising.

3. Division of Property. If any of the Parcels are hereafter divided into parts by separation of ownership or by lease, all parts shall enjoy the benefit of the easement hereby created. Said new parcels will have the right to extend an existing road or create a new road on newly created parcel or parcels.

4. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

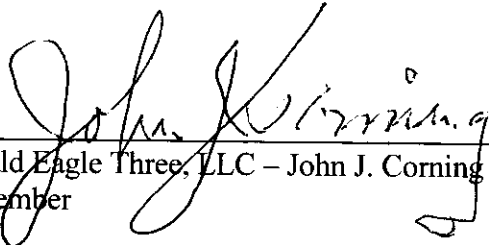
5. Attorneys' Fees. Any party may enforce this instrument by appropriate action and should they prevail in such litigation, they shall recover as part of their costs a reasonable attorneys' fee.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto set their hands and seals this ____ day of _____, 2020.

GRANTORS:



JOSHUA J. CORNING



Bald Eagle Three, LLC – John J. Corning
Member

GRANTEES:



JOSHUA J. CORNING

The John's Retirement Plan Trust – Trustee
Linda Martin

STATE OF WASHINGTON)
 : ss
COUNTY OF _____)

On this day personally appeared before me Joshua J. Corning, a single man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2020.

NOTARY PUBLIC in and for the State
of Washington residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
 : ss
COUNTY OF _____)

On this ___ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John J. Corning to me known to be a member of Bald Eagle Three Limited Liability Company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument. Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington residing at Wenatchee.
My commissions expires _____.

STATE OF WASHINGTON }

:SS

COUNTY OF }

On this day personally appeared before me Linda Martin, to me known to be the Trustee of The John's Retirement Plan Trust and the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of , 2020.

NOTARY PUBLIC in and for the
State of Washington residing
at _____. My commission
expires _____

EXHIBIT "A"

Parcel C - The Johns's Retirement Plan Trust

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 23 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON

SITUATE IN THE COUNTY OF DOUGLAS, STATE OF WASHINGTON.

PARCEL A: - Bald Eagle Three, LLC

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, T. 23 N., R. 20 E.W.M., DOUGLAS COUNTY, WASHINGTON, EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE THEREOF, A DISTANCE OF 1074 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER WHICH LIES 232 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WESTERLY TO THE POINT OF BEGINNING.

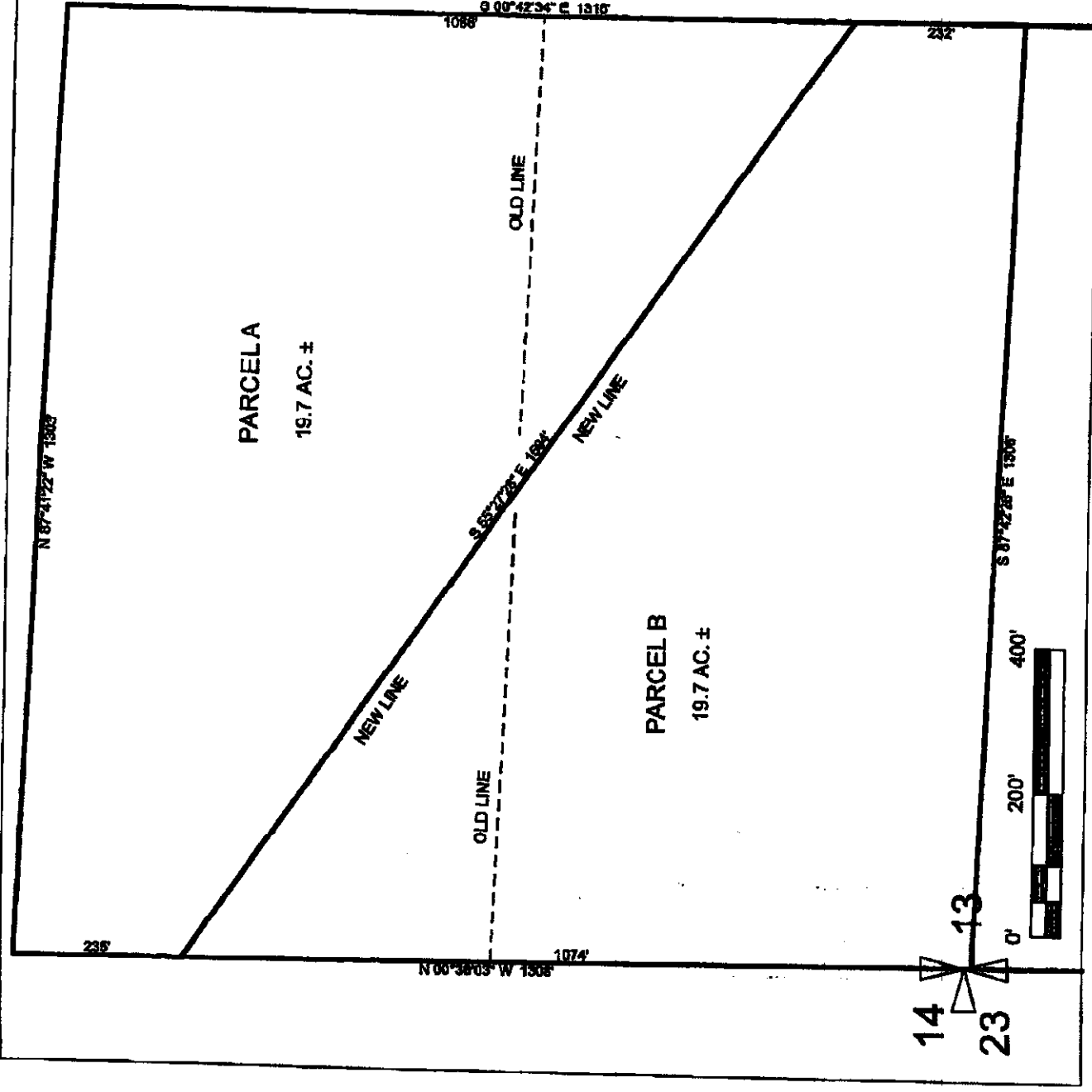
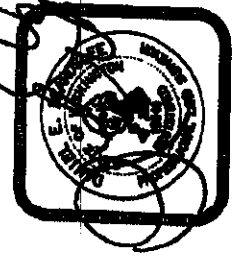
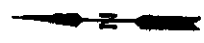
PARCEL B: - Joshua J Corning

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, T. 23 N., R. 20 E.W.M., DOUGLAS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE THEREOF, A DISTANCE OF 1074 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER WHICH LIES 232 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WESTERLY TO THE POINT OF BEGINNING.

NOTE: THIS BIA IS BASED ON RECORD INFORMATION AND IS NOT THE RESULT OF A FULL AND COMPLETE FIELD SURVEY

EXHIBIT "C"

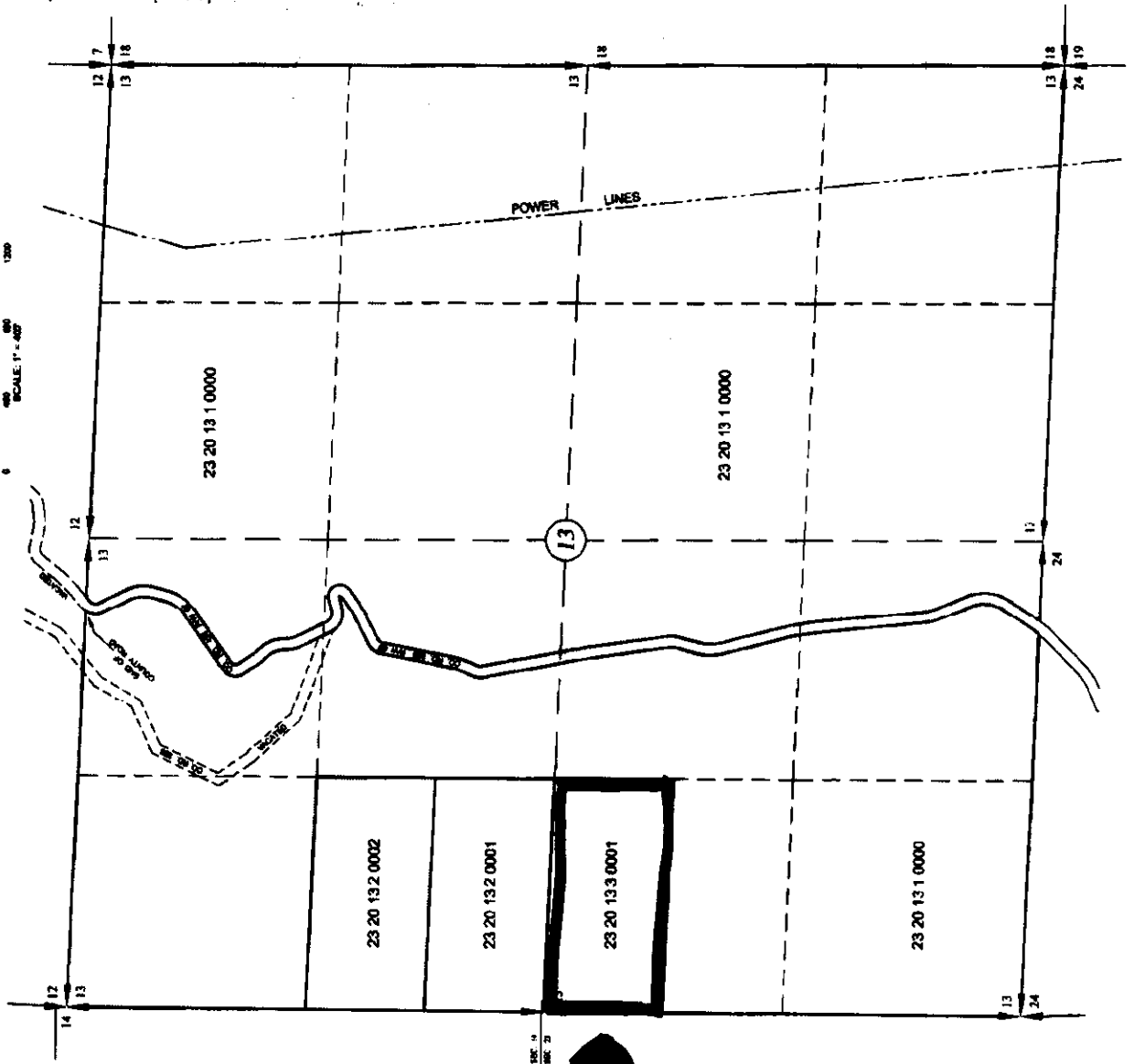


BOUNDARY ADJUSTMENT EXHIBIT – BALD EAGLE III, LLC AND JOSHUA CORNING

DOUGLAS COUNTY WASHINGTON

EXHIBIT "C"

SECTION 13 TOWNSHIP 23 RANGE 20



↑
PARCEL
C