

Return Address:

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

NO EXCISE TAX REQUIRED

DOUGLAS COUNTY TREASURER

BY Cam Co-177A DEPUTY

**PRIVATE ACCESS EASEMENT, MAINTENANCE
AND IMPROVEMENT AGREEMENT**

Reference numbers of related documents: _____

Grantor:

1. Bald Eagle Three, LLC
2. Joshua J. Corning
3. The John's Retirement Plan Trust

Grantee:

1. Bald Eagle Three, LLC
2. Joshua J. Corning
3. 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

RECITALS:

WHEREAS, the undersigned own real property served by a private access easement as described in Exhibit "B" and by reference incorporated herein. The real property owned by the undersigned and to be subject to the terms hereof is more particularly described in Exhibit "A" attached and map attached as Exhibit "C" hereto and by referenced incorporated herein.

WHEREAS, the purpose of this agreement is to provide for the future maintenance and improvement of the aforescribed private access easement and to provide for the apportionment, assessment and collection of the cost thereof.

The undersigned agree as follows:

I. DEFINITIONS

1.1 Common Maintenance. The term "common maintenance" as used herein shall mean all reasonable and necessary actions undertaken to preserve the private access easement in a useful and neat condition. Common maintenance shall include, but shall not be limited to; the filling and repairing of potholes, weed control and snow removal.

1.2 Improvements. The term "improvement" as used herein shall mean all actions undertaken to enhance the utility of the private access easement or adapt it to a new or additional purpose. Improvement shall include, but shall not be limited to; an upgrade of the surface composition of the private access easement roadway.

1.3 Property Owner. The term "property owner" as used herein shall mean any person who agrees in writing to be bound by the terms of this Agreement; the successors and assigns of any such person; and any person who hereafter acquires a fractional portion of real property owned by any such person. In the event real property subject hereto is being purchased pursuant to a real estate contract, the contract vendee, not the contract vendor, shall be deemed the "property owner" of such real property for the purposes of this agreement.

1.4 Voting Property Owner. The term "voting property owner" as used herein shall mean a property owner designated by the multiple owners of a parcel of real property subject hereto to have the authority to cast the vote to which said parcel of real

property is entitled when making a decision about common maintenance and improvement of the private access easement.

II. APPORTIONMENT OF EXPENSE

2.1 The property owners shall bear equally the cost of all common maintenance and improvements of the private access easement.

III. ASSESSMENT AND COLLECTION OF EXPENSE

3.1 The amount of common maintenance or improvement expense owed by each property owner shall be assessed against all of the real property owned by each said property owner. Such assessment shall be paid within thirty (30) days after said assessment is levied. The notice of assessment shall clearly set forth the date of levy. Any assessment which is not paid when due shall be delinquent and shall bear interest at the highest rate then permissible for nonusurious consumer transactions within the State of Washington. Said interest shall commence upon the date said assessment becomes delinquent.

3.2 **Waiver of Maintenance Cost.** Nothing herein shall preclude property owners from agreeing to waive maintenance expenses only for property owners not utilizing the private access easement until such time as said property owners exercise regular or intermittent use of the private access easement.

3.3 **Lien.** The amount of any assessment levied hereunder, together with any interest accruing on any delinquent assessment and costs of collection, including reasonable attorney's fees whether or not a suit to collect is actually commenced, shall be a lien upon the real property against which the assessment is levied.

Said lien shall commence as of the date said assessment is levied. The majority of property owners may authorize the recording of a notice of lien levied. A suit to recover a delinquent assessment and interest thereon may be maintained without foreclosing or waiving this lien. This lien may be foreclosed by the same method as a mortgage.

IV. DECISION MAKING

4.1 Generally. All decisions about common maintenance and improvement of the private access easement, including the reasonableness and necessity thereof, shall be made by the property owners. Each property owner shall have the right to put to a vote of the property owners any issue or proposal concerning common maintenance or improvement of the private access easement.

4.2 Proposals. An issue or proposal concerning common maintenance or improvement of the private access easement shall be submitted for a vote of the property owners by giving each voting property owner written notice setting forth the name of the property owner submitting the issue or proposal, a specific description of the issue or proposal submitted, the projected total cost and the date by which votes must be cast.

4.3 Notice. Written notice shall be given to voting property owners by mailing such notice by registered mail, postage prepaid, to the last known address of the voting property owner. Such notice shall be given not less than twenty-one (21) days prior to the date by which votes must be cast. The voting property owner shall respond, affirmatively or negatively, to the issue or

proposal, in writing to the party submitting the issue or proposal in such twenty-one day period.

4.4 Voting Power. Each parcel of real property subject hereto shall have one vote regardless of the number of owners of said parcel or the difference in acreage. In the event of multiple ownership interests in a single parcel, said multiple owners shall designate a "voting property owner".

4.5 Vote Required. Sixty-Seven percent (67%) of all potential votes, rather than the votes actually cast, shall be required to render a decision final and conclusive.

V. ADMINISTRATION

5.1 This Agreement shall be administered by one individual chosen by a majority of voting property owners. The administrator's responsibilities shall include calling all meetings, paying all bills, collecting assessments and arranging for common maintenance. The initial administrator shall be _____ . The initial administrator shall serve for a term of one (1) year commencing on the date of execution hereof. Thereafter, the administrator shall be appointed on an annual basis by a majority of the voting property owners.

VI. INDEMNIFICATION

6.1 Each property owner agrees to indemnify and hold harmless all other property owners for that property owner's respective assessment and costs of enforcement, including attorney's fees. This provision shall not be construed as requiring a defaulting

property owner's assessment and costs of enforcement to be paid before the other property owners have a right to enforce payment.

VII. MISCELLANEOUS

7.1 Filing Lawsuit. If any property owner fails to comply with the terms hereof or pay any amounts due hereunder, any other property owner may file a lawsuit to compel compliance or payment.

7.2 Agreement Runs With The Land. All parties signing this Agreement acknowledge and declare that the conditions herein contained shall run with the land in perpetuity and shall apply to and be forever binding upon the undersigned, the heirs, executors, administrators, successors and assigns.

7.3 County Not a Party To Agreement. The undersigned acknowledge that Douglas County is not a party to this Agreement and therefore does not warrant this Agreement from any defect that may arise from its execution and application. It is further acknowledged that Douglas County will not enforce any provision of this Agreement and will not maintain or improve the private access easement. If a majority of the property owners agree to request any public agency to assume ownership and maintenance of the private access easement, this easement shall be improved to the applicable public road standards prior to dedication. The responsibility for this improvement shall be borne by the property owners without expense to any public agency.

7.4 Roads Unimproved. The access easement described herein is, at the time of execution hereof, unimproved. Notwithstanding anything contained herein to the contrary, said easement may not be

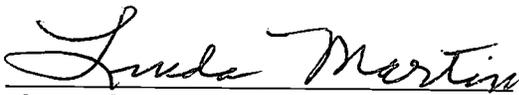
improved beyond said condition without 67% approval of all property owners.

7.5 Roads Dangerous. The access easement and property subject hereto is located in a rural area. The easement is and can be steep and dangerous with seasonal variations. No guardrails, warning signs or other protective devices are provided with the easement and all property owners, their licensees and invitees use said easement at their own risk.

IN WITNESS WHEREOF, the undersigned owners of the above mentioned property have signed this Agreement as of the 14th day of July, 2020.


Bald Eagle Three, LLC John J. Corning Member


Joshua J. Corning


The John's Retirement Plan Trust - Linda Martin Trustee

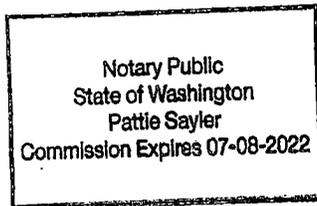
STATE OF WASHINGTON }

:SS

COUNTY OF *Douglas* }

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 *4* day of *July*, 2020.



Pattie Saylor
NOTARY PUBLIC in and for the
State of Washington residing *Wenatchee WA*
at _____ My commission "
expires *7/8/22*

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.

PARCELA: - 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.

Exhibit B

The Grantors wish to grant and the Grantees wish to receive mutual easements over, under and across that part Section 9, Township 24 North, Range 21 East of the Willamette Meridian, Douglas County, Washington described as follows and hereafter referred to as "the easement premises":

A strip of land 60 feet in width, the center line of which is the center line of the existing road in Section 9, Township 24 North, Range 21 as of the date of this Easement Grant.

295707

EXHIBIT "B"

FILED OR RECORDED
MAY 19 AM 11:57
THE JOHN'S REAL ESTATE CORP
P.O. BOX 7127
EAST WENATCHEE, WA 98802
Douglas County

WARRANTY FULFILLMENT DEED

DOUGLAS COUNTY AUDITOR
WATERVILLE, WASHINGTON

THE GRANTOR, EDWARD GUS NOYD and LAURA JEAN NOYD, husband and wife, and CORNING LAND & CATTLE COMPANY, a Washington corporation, d/b/a BLUE GRADE PARTNERSHIP, a general partnership for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and warrants to JOANNE NEUGEBAUER, a single person, the following described real estate, situated in the County of Douglas, State of Washington:

All of the Southwest quarter of the Northwest quarter, and the North half of the Northwest quarter of the Southwest quarter of Section 13, Township 23 North, Range 20, E.W.M., in Douglas County, Washington.

Along with an easement of sixty (60) feet for ingress and egress over and across the Southeast quarter of the Northwest quarter of Section 13, Township 23 North, Range 20, E.W.M., staying off the cultivated fields; and

An easement for ingress and egress over and across the North half of the Northwest quarter of Section 13, Township 23 North, Range 20, E.W.M.

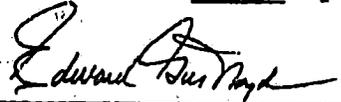
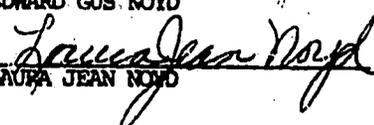
AFFT. # 49539
MARY E. DODGE
TREASURER, DOUGLAS COUNTY
WATERVILLE, WASH.

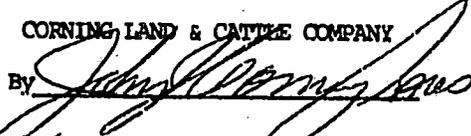
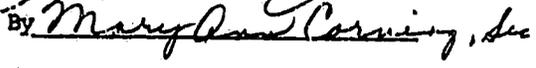
PW 5-19-94
EXEMPT

SUBJECT TO easements, restrictions and reservations of record; and
SUBJECT TO Exceptions 3 through 5 as set out in Schedule B of Preliminary Commitment for Title Insurance issued by Transamerica Title Insurance Company under Order No. 79333 dated effective May 19, 1989.

This deed is given in fulfillment of that certain real estate contract dated June 12, 1989, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

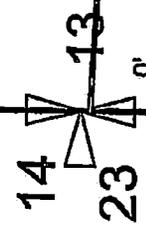
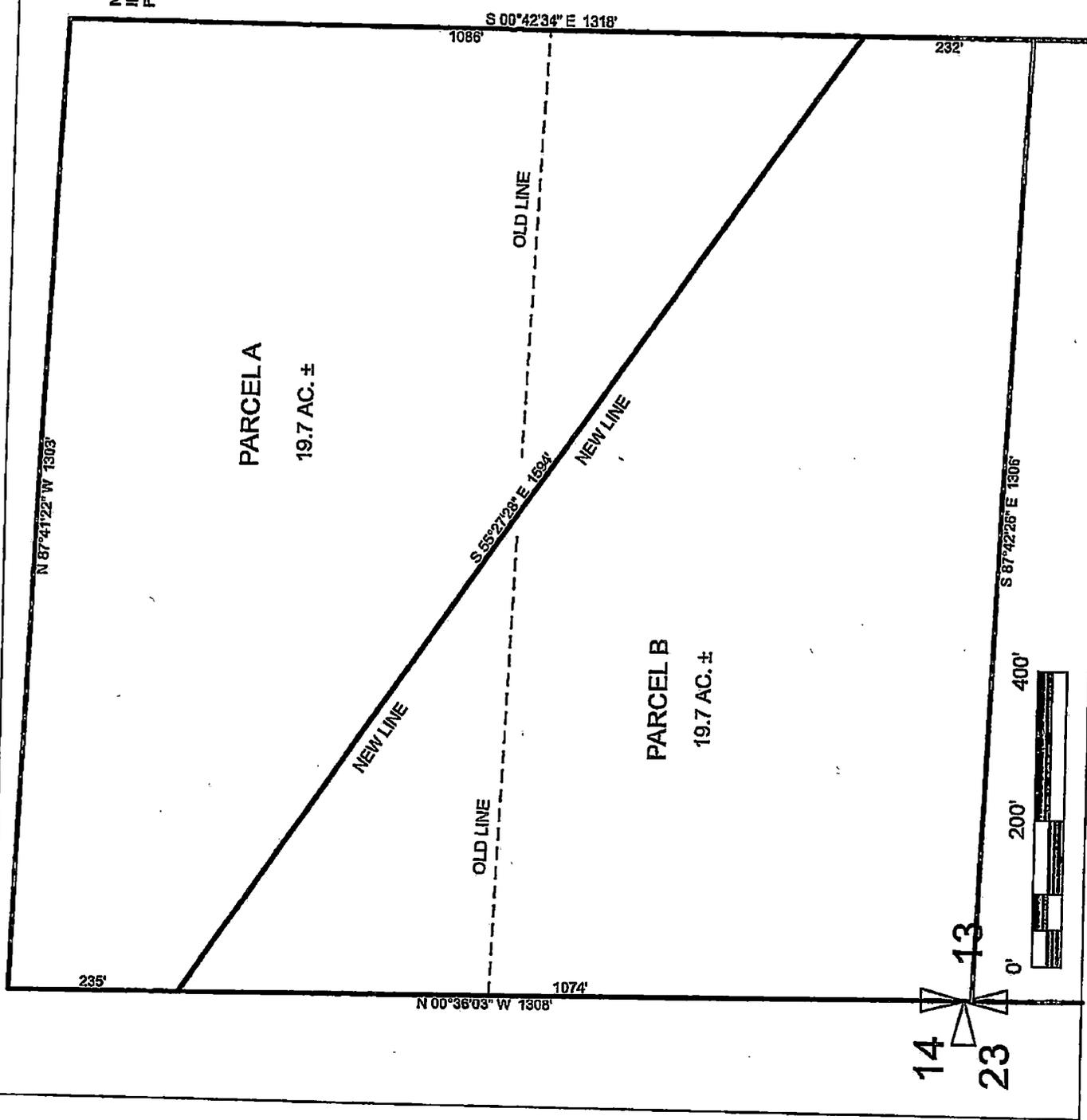
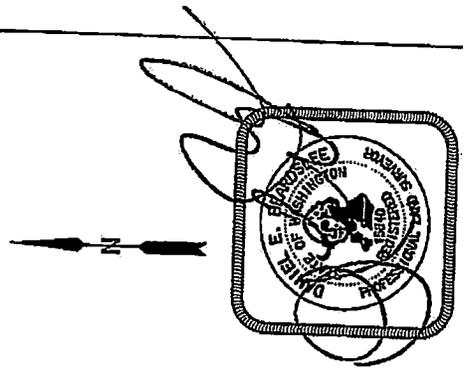
DATED this 2nd day of June, 1989. BOOK 404 PAGE 510


EDWARD GUS NOYD

LAURA JEAN NOYD

CORNING LAND & CATTLE COMPANY
By 
By 
Mary Ann Corning, Sec.

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

EXHIBIT "C"

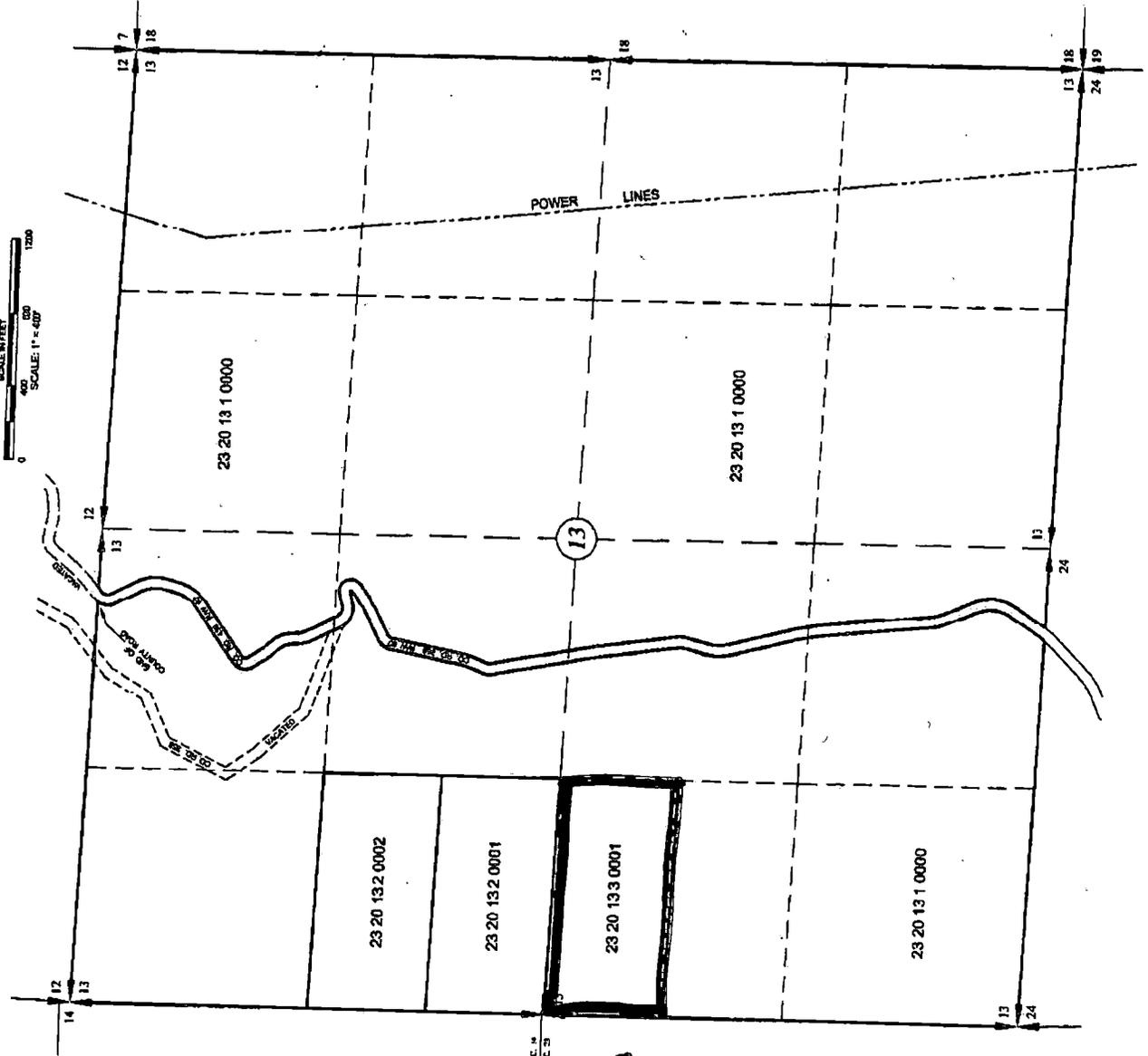


BOUNDARY ADJUSTMENT EXHIBIT -- BALD EAGLE III, LLC AND JOSHUA CORNING

DOUGLAS COUNTY WASHINGTON

EXHIBIT "C"

SECTION 13 TOWNSHIP 23 RANGE 20



PARCEL →
C