

Filed for and return to:

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

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):** John J. Corning and Mary Ann Corning, husband and wife  
**Grantee(s):** John J. Corning and Mary Ann Corning, husband and wife  
**Reference Number(s) of Documents Assigned or Released:**  
**Abbreviated Legal Description:** S9, T24N, R21 EWM, Douglas County, WA  
**Complete or Additional Legal Description on Page 1 of Document.**  
**Assessor's Parcel Number(s):** 24210900000

### DECLARATION OF EASEMENT

This Declaration of Easement is made by John J. Corning and Mary Ann Corning, husband and wife ("Corning").

### RECITALS

- A. Corning is the owner of real property in Douglas County, Washington legally described as follows (the "Property"):

Section 9, Township 24 North, Range 21 East of the Willamette Meridian,  
Douglas County, Washington.

- B. Corning desires to establish access and utility easements over, under, across, and upon the Property as follows (the "Easement"):

A strip of land 60 feet in width, the center line of which is the center line of the existing roads in Section 9, Township 24 North, Range 21 as of the date of this Declaration of Easement as generally depicted on Exhibit "A"

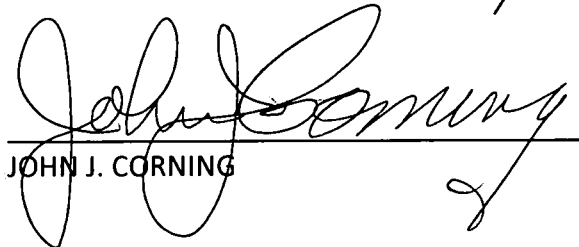
as Roads A through H, which is attached hereto and incorporated herein by this reference.

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.** Corning hereby grants, declares and establishes the Easement for the use and purpose described in Section 2, below, by the present and future owners of the Property, subject to the limitations set forth in Section 3, below. The Easement is to be broadly interpreted with the intent to facilitate the development and future division of the Property.
2. **Use of Easement Premises.** Use of the Easement is for all legal purposes now or hereafter existing related to providing access and utilities throughout the Property.
3. **Maintenance and Repair.** The maintenance and repair of the Easement shall be addressed in a separate document to be recorded by Corning; provided that nothing shall prohibit any present or future owner of all or any portion of the Property from improving any portion of the Easement at that parties sole cost, risk and expense.
4. **Division of Property.** In the event the Property is divided, regardless of the number of parcels created, the owners of each parcel created within the Property shall have the right to use the Easement for the purposes stated herein. If a proposed parcel does not have access by means of the Easement (as depicted on Exhibit A), but can be accessed by the extension of any of the existing roads (depicted as Existing Roads A through H on Exhibit "A"), then the owner proposing to create said parcel shall have the right to extend the road into said parcel and the Easement shall be deemed extended and modified for that purpose, and this Declaration of Easement shall be deemed amended accordingly. Nothing herein prohibits an owner from constructing additional private roads within that owner's parcel that may connect to that portion of the Easement crossing that owner's parcel (but said private roads shall not be considered part of the Easement). The owner of a parcel shall not use those portions of the Easement that do not provide access and utilities to that owner's parcel.
5. **Binding; Runs with the Property; Limitation.** The provisions of this Declaration of Easement will run with the Property, in perpetuity, and be binding on and for the benefit of the present and future owners of the Property, and their heirs, assigns, successors, tenants and legal representatives. The common point of entry into the Property along the eastern boundary thereof, is over existing easements for the primary benefit of the Property. Therefore, no one, including an owner of all or any portion of the Property, may extend or otherwise grant a right to use the Easement for the benefit of real property located outside of the Property.

6. **Attorneys' Fees.** Any party may enforce this Declaration by appropriate action brought in the Douglas County Superior Court and the prevailing party in litigation (including any appeals related thereto), shall recover, as part of their damages and costs, reasonable attorneys' fees and costs, as determined by the Court (including Appellate Courts).

DATED this 16<sup>th</sup> day of April, 2015.

  
\_\_\_\_\_  
JOHN J. CORNING

  
\_\_\_\_\_  
MARY ANN CORNING

STATE OF WASHINGTON )  
County of Douglas )ss.

I certify that I know or have satisfactory evidence that John J. Corning and Mary Ann Corning are the persons who appeared before me, and they acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 14, 2015.



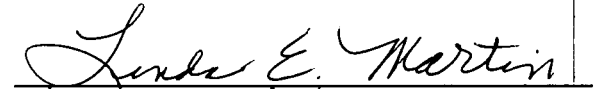
  
\_\_\_\_\_  
LISAE. MARTIN (Printed name)  
NOTARY PUBLIC, state of Washington  
Residing at Wenatchee  
My appointment expires 1/6/18

EXHIBIT "A"  
Depiction of Easement

