

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

PRIVATE EASEMENT, MAINTENANCE
AND IMPROVEMENT AGREEMENT

Reference numbers of related documents: _____

Grantor:

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

Grantee:

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

Legal Description:

1. Pt. Sec. 16 and 21, T26N, R21, EWM
2. Additional legal description is on pages 1 & 2 of document

Assessor's Property Tax Parcel Account Number(s): _____

This PRIVATE EASEMENT, MAINTENANCE AND IMPROVEMENT AGREEMENT (the "Agreement") made this ___ day of _____, 2008 by and between Joshua Corning, a single man ("Corning"); Shypoke, LLC, a Washington limited liability company, ("Shypoke"); The John's Retirement Trust, a retirement trust ("John's"); and Bald Eagle Three, LLC, a Washington limited liability company ("Bald Eagle").

Corning is the owner of real property located in Chelan County, Washington known as Lots 1 through 4 of Osprey Short Plat No 2005-095 recorded under Chelan County Auditor's No. _____. It is also legally described as:

That portion of Sections 16 and 21, T. 26 N., R. 21 E., W.M. described as Parcel "A" on that certain boundary line adjustment prepared by Erlandsen and Associates as recorded in A.F.N. 2191328, records of Chelan County, WA;

Together with a portion of said Cascade and Columbia River Railroad as recorded under Chelan County Auditor's No. 2289455.

Shypoke is the owner of real property located in Chelan County, Washington known as Lots 1 through 4 of Shypoke Short Plat No. 2005-028 recorded under Chelan County Auditor's No. _____. It is also legally described as:

That portion of Sections 16 and 21, T. 26 N., R. 21 E., W.M. described as Parcel "B" on that certain boundary line adjustment prepared by Erlandsen and Associates as recorded in A.F.N. 2191328, records of Chelan County, WA;

Together with a portion of said Cascade and Columbia River Railroad as recorded under Chelan County Auditor's No. 2289455.

John's is the owner of real property located in Chelan County, Washington known as Lots 1 through 4 of Blue Heron Short Plat No. 2005-081 recorded under Chelan County Auditor's No. _____. It is also legally described as:

That portion of Sections 16 and 21, T. 26 N., R. 21 E., W.M. described as Parcel "C" on that certain boundary line adjustment prepared by Erlandsen and Associates as recorded in A.F.N. 2191328, records of Chelan County, WA;

Together with a portion of said Cascade and Columbia River Railroad as recorded under Chelan County Auditor's No. 2289455.

Bald Eagle is the owner of real property located in Chelan County, Washington known as Lots 1 through 4 of Bald Eagle Short Plat No. 2005-035 recorded under Chelan County Auditor's No. _____. It is also legally described as:

That portion of Sections 16 and 21, T. 26 N., R. 21 E., W.M. described as Parcel "D" on that certain boundary line adjustment prepared by Erlandsen and Associates as recorded in A.F.N. 2191328, records of Chelan County, WA;

Together with a portion of said Cascade and Columbia River Railroad as recorded under Chelan County Auditor's No. 2289455.

The parties hereto hereby grant and establish an easement for access and utilities as depicted on Exhibits A-1 through A-4 attached hereto and by reference incorporated herein (the "Access Easement"). Said easement is for the benefit of all owners of the property described in said Exhibits and shall run with the land in perpetuity.

Bald Eagle hereby grants and establishes an easement for an 8,000 square foot wetland buffer and for access thereto over and across Lot 3 & Lot 4 of the Bald Eagle Short Plat as depicted in Exhibit A-4 hereto (the "Wetland Buffer"). Said easement is for

the benefit of all owners of the property described in Exhibits A-1 through A-4 and shall continue only so long as shall be required by Shoreline Substantial Development Permit No. 2008-015. Upon the expiration of the easement all rights in and to the property impressed with the easement shall revert to the owner of the lot on which said easement is located.

It is the purpose of this Agreement to establish and provide for the maintenance and improvement of the Access Easement and Wetland Buffer and to provide for the apportionment, assessment and collection of the cost thereof.

The undersigned further 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 Access Easement in a useful and good condition. Common maintenance shall include all things reasonable and necessary for said maintenance and additionally to maintain the Wetland Buffer as required by Shoreline Substantial Development Permit identified above.

1.2 Improvements. The term "improvement" as used herein shall mean all actions undertaken to enhance the utility of the 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 Access Easement roadway.

1.3 Property Owner. The term "property owner" as used herein shall mean any person or entity who agrees in writing to be bound by the terms of this Agreement; the successors and assigns of any such person or entity; and any person or entity who hereafter acquires a fractional portion of real property owned by any such person or entity. 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.

II. ADMINISTRATIVE COVENANTS

2.1 Approval. When this Agreement requires owner approval such approval shall be by sixty percent (60%) vote, with one vote per lot (a "Lot").

2.2 Amendment. Amendment of this Agreement shall be by sixty percent (60%) vote, with one vote per Lot. Amendments shall be in writing and recorded in the same manner as this Agreement.

2.3 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision shall not affect any other provision hereof.

2.4 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate this Agreement either to restrain violation or to recover damages. The substantially prevailing party in any dispute of the enforcement of this Agreement shall be entitled to recover reasonable attorney's fees.

2.5 Insurance. Each owner within the real property described above is responsible for obtaining his own insurance for acts or omissions with regard to this Agreement.

2.6 Assessments. The costs of repair, construction, replacement, improvement and maintenance as provided for herein shall be assessed to the owners so that one share of such costs is assessed per Parcel/Lot. Said costs, charges and assessments shall be as provided in the Articles of Incorporation of OSPREY AT LAKE ENTIAT ASSOCIATION and the Bylaws of said Association. Should an owner fail to pay an assessment the remedies set forth in said Articles and Bylaws shall apply.

2.7 Administration. Agreement shall be administered by the OSPREY AT LAKE ENTIAT ASSOCIATION in accordance with the Articles of Incorporation and Bylaws of said Association.

IN WITNESS WHEREOF, the undersigned owners of the above mentioned property have signed this Agreement as of the _____ day of _____, 2008.

SHYPOKE, LLC

BALD EAGLE THREE, LLC

Managing Member

Managing Member

THE JOHN'S RETIREMENT PLAN

Trustee

Joshua J. Corning

STATE OF WASHINGTON)
) ss.
County of Chelan)

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

GIVEN under my hand and official seal this _____ day of _____, 2008.

Signature of _____
Notary Public _____

(printed or typed name)
Title: Notary Public
My Appointment Expires _____

STATE OF WASHINGTON)
) ss.
County of Chelan)

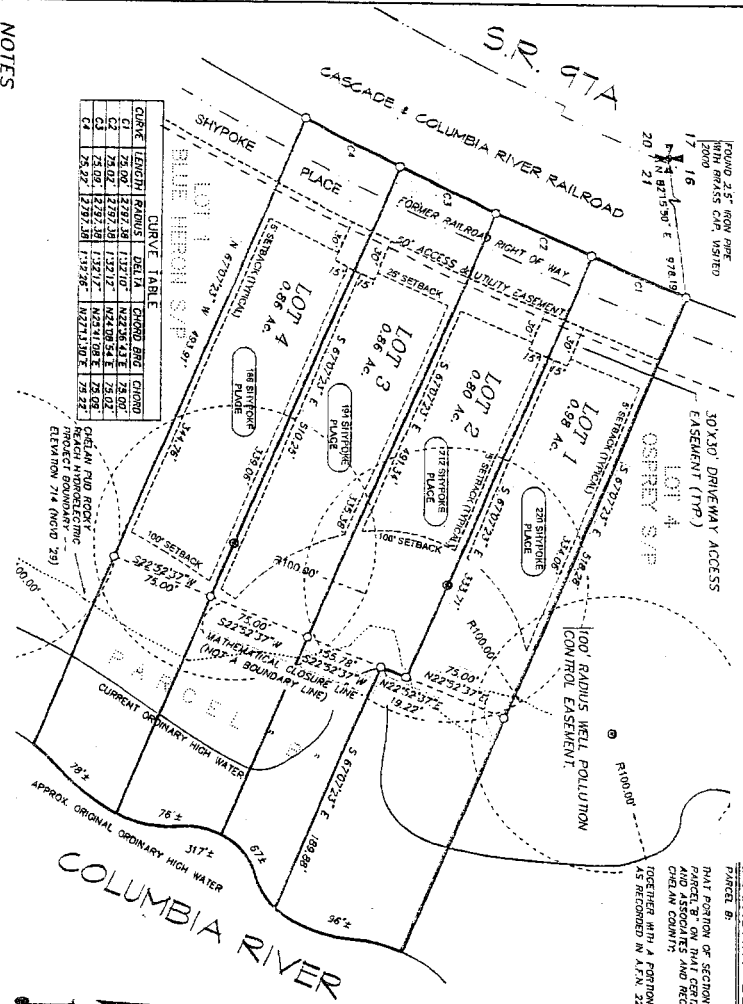
On this day personally appeared before me Linda Martin to me known to be the Trustee of The John's Retirement Plan and the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes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

GIVEN under my hand and official seal this _____ day of _____, 2008.

Signature of _____
Notary Public _____

(printed or typed name)
Title: Notary Public
My Appointment Expires _____

SHYPOKE SHORT PLAT



CURVE TABLE

CHORD	LENGTH	DELTA	CHORD BEG	CHORD END
C1	26.00	131.10°	N22°36'43"E	28.00°
C2	26.00	131.10°	N42°08'54"E	28.00°
C3	26.00	131.10°	N51°10'00"E	28.00°
C4	26.00	131.10°	N57°10'00"E	28.00°
C5	26.00	131.10°	N62°10'00"E	28.00°
C6	26.00	131.10°	N65°10'00"E	28.00°
C7	26.00	131.10°	N67°10'00"E	28.00°
C8	26.00	131.10°	N68°10'00"E	28.00°
C9	26.00	131.10°	N69°10'00"E	28.00°
C10	26.00	131.10°	N69°10'00"E	28.00°

NOTES

1. NOVIOUS NEED CONTROL IS THE RESPONSIBILITY OF THE APPLICANT.
2. LOT OWNERS SHALL BE DETERMINED TRANSPARENT TO ALL APPLICABLE LOCAL STATE AND FEDERAL REGULATIONS AND REQUIREMENTS. THE APPLICANT SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE APPLICANT SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE APPLICANT SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
3. WHERE THERE ARE ANY OTHER PERMITS OR APPROVALS REQUIRED BY ANY APPLICABLE AGENCY OR AUTHORITY, THE APPLICANT SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE APPLICANT SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
4. RESOURCES ARE DISCOVERED OR ESTIMATED, THE APPLICANT SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE APPLICANT SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
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BOUNDARY DESCRIPTION

PARCEL B: PART PORTION OF SECTION 16 AND 21, T. 21 N., R. 21 E., W. 1/4, DISTRICT 14, COUNTY OF CHELAN, WASHINGTON. PARCEL B: ON THAT CERTAIN BOUNDARY LINE ADJUSTMENT PREPARED BY ERIC AMSON AND ASSOCIATES AND RECORDED UNDER AUDITOR FILE NO. 219128 RECORDS OF CHELAN COUNTY TOGETHER WITH A PORTION OF THE CASCADE COLUMBIA RIVER RAILROAD RIGHT OF WAY AS RECORDED IN A.F.N. 238945.

AUDITOR'S INDEX SKETCH

SECTION 16 & 21

SW	SW	SW	SW	SW	SW
SE	SE	SE	SE	SE	SE
NE	NE	NE	NE	NE	NE
NW	NW	NW	NW	NW	NW

WASHINGTON STATE PLANE GRID NORTH ZONE BASED ON NAD 83. CHELAN COUNTY PLANE COMPONENT GRID. ALL DISTANCES SHOWN BY A FACTOR OF 1.0000027. TO OBTAIN THE ACTUAL GROUND DISTANCE.

SCALE: 1" = 60'

REFERENCE PLATS/SURVEYS

1. B.L. NO. 2004-110, RECORDED UNDER A.F.N. 241428
2. B.L. NO. 2000-106, RECORDED UNDER A.F.N. 208845
3. B.L. NO. 2000-106, RECORDED UNDER A.F.N. 208845
4. B.L. NO. 2000-106, RECORDED UNDER A.F.N. 208845

CHELAN COUNTY FIRE MARSHAL

DATE: _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES AND ASSESSMENTS WHICH HAVE BEEN ASSESSED AND RECORDED AGAINST THE ABOVE DESCRIBED PROPERTY FOR 2004, AND RECEIVING TENDERS HAVE BEEN RECEIVED AND DEPOSITED WITH THE CHELAN COUNTY TREASURER THIS _____ DAY OF _____ 2004.

CHELAN COUNTY TREASURER

CHELAN COUNTY PUBLIC WORKS

DATE: _____

AUDITOR'S CERTIFICATE

DATE: _____

SURVEYOR'S CERTIFICATE

DATE: _____

ACKNOWLEDGEMENT

DATE: _____

CONSENT & WAIVER OF CLAIMS

DATE: _____

NOTICE

DATE: _____

REVIEW DRAFT

Erlandsen

DATE: AUGUST 9, 2004. FILE NO. 2004-071

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