

Filed for and return to:

OGDEN MURPHY WALLACE, P.L.L.C.
1 Fifth Street, Suite 200
PO Box 1606
Wenatchee WA 98807-1606

NO EXCISE TAX REQUIRED
DOUGLAS COUNTY TREASURER
FELISHA L. ROSALES

BY BR 6/13/23 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): Corning and Sons, LLC, a Washington limited liability company
Grantee(s): Corning and Sons, LLC, a Washington limited liability company
Reference Number of Document being Replaced: 3255501
Abbreviated Legal Description: Parcels 1 through 8 of Tax Parcel Segregation, AFN: 3256678, Douglas County, WA
Complete or Additional Legal Description on Pages 1 and 2 of Document.
Assessor's Property Number(s): 25281910013, 25281910014, 25281910015, 25281910016, 25281910017, 25281910018, 25281910019, and 25281910020

AMENDED AND RESTATED DECLARATION OF EASEMENT

This Amended and Restated Declaration of Easement is made by Corning and Sons, LLC, a Washington limited liability company ("Corning LLC"), and replaces in its entirety that Declaration of Easement recorded May 26, 2022, under Douglas County Auditor's File No. 3255501.

RECITALS

- A. Corning LLC is the owner of the real properties in Douglas County, Washington legally described as follows:

Those portions of Section 19, T. 25 N., R. 28 E.W.M., Douglas County, Washington, designated as Parcels 2 through 8, of that certain Tax Parcel Segregation recorded under Auditor's File No. 3256678, records of Douglas County (the "Burdened Property").

Amended and Restated Declaration of Easement 1

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Those portions of Section 19, T. 25 N., R. 28 E.W.M., Douglas County, Washington, designated as Parcels 1 through 8, of that certain Tax Parcel Segregation recorded under Auditor's File No. 3256678, records of Douglas County (the "Benefitted Property").

- B. Corning desires to establish a perpetual, non-exclusive easement, over, under, across, and upon the Burdened Property for the benefit of the present and future owners of the Benefitted Property, described as follows (the "Easement"):

A strip of land 60.00 feet in width, the centerline of which is depicted on the attached Exhibit A, Pages 1 through 3.

Now, therefore, in consideration of the mutual benefits to be derived therefrom, the following grants, agreements, covenants and restrictions are hereby declared:

1. **Grant of Easement.** Corning hereby grants, declares and establishes 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 and future lots created within the Benefitted Property ("Property Owners"), 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 and from the Benefitted 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 to the Benefitted Property and future lots created within the Benefitted Property. The Easement shall remain open and unobstructed. Utilities may be located above or below ground within the Easement.

3. **Improvements; Maintenance; Damage.** No Property Owner is obligated to improve, maintain, or repair the Easement, except that any damage to the Easement caused by the negligence or wrongful conduct of or work performed by one of the Property Owners (or anyone using the Easement by, through or on behalf of said Property Owner) shall be the sole responsibility of that Property Owner. Any Property Owner shall have the right, in its sole discretion, to improve, maintain, or repair the Easement at their own expense. Absent a separate agreement between the Property 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 No gate, obstruction, landscaping, trees, shrubs or other object, temporary or permanent, may be installed, located or placed on or across the Easement, unless unanimously agreed upon by all Property Owners.

Amended and Restated Declaration 2
of Easement

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4. **Binding; Runs with the Benefitted 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 Property Owners, and their heirs, assigns, successors, tenants and legal representatives. This Declaration of Easement may be amended by unanimous agreement of the Property Owners, provided that such amendment shall not (a) reduce the width of the Easement, (b) materially impact the access and the ability to place utilities within the Easement, or (c) alter the unanimous approval set forth in Section 3.1, above. Any amendment to this Declaration of Easement shall be signed by the necessary Property 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 13th day of June, 2023.

CORNING AND SONS, LLC

By: Mary Ann Corning
Mary Ann Corning, Member

By: Jonathan Corning
Jonathan Corning, Member

By: Joshua Corning
Joshua Corning, Member

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: June 13, 2023.

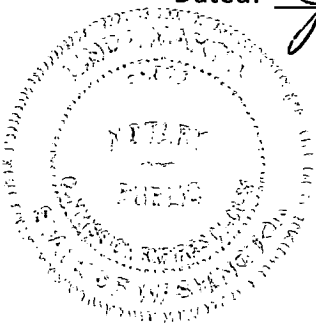


Linda Martin
LINDA MARTIN (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 1/6/2026
Residing at Wenatchee

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Jonathan Corning is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he 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: June 13, 2023.



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

STATE OF WASHINGTON)
) ss.
County of Chelan)

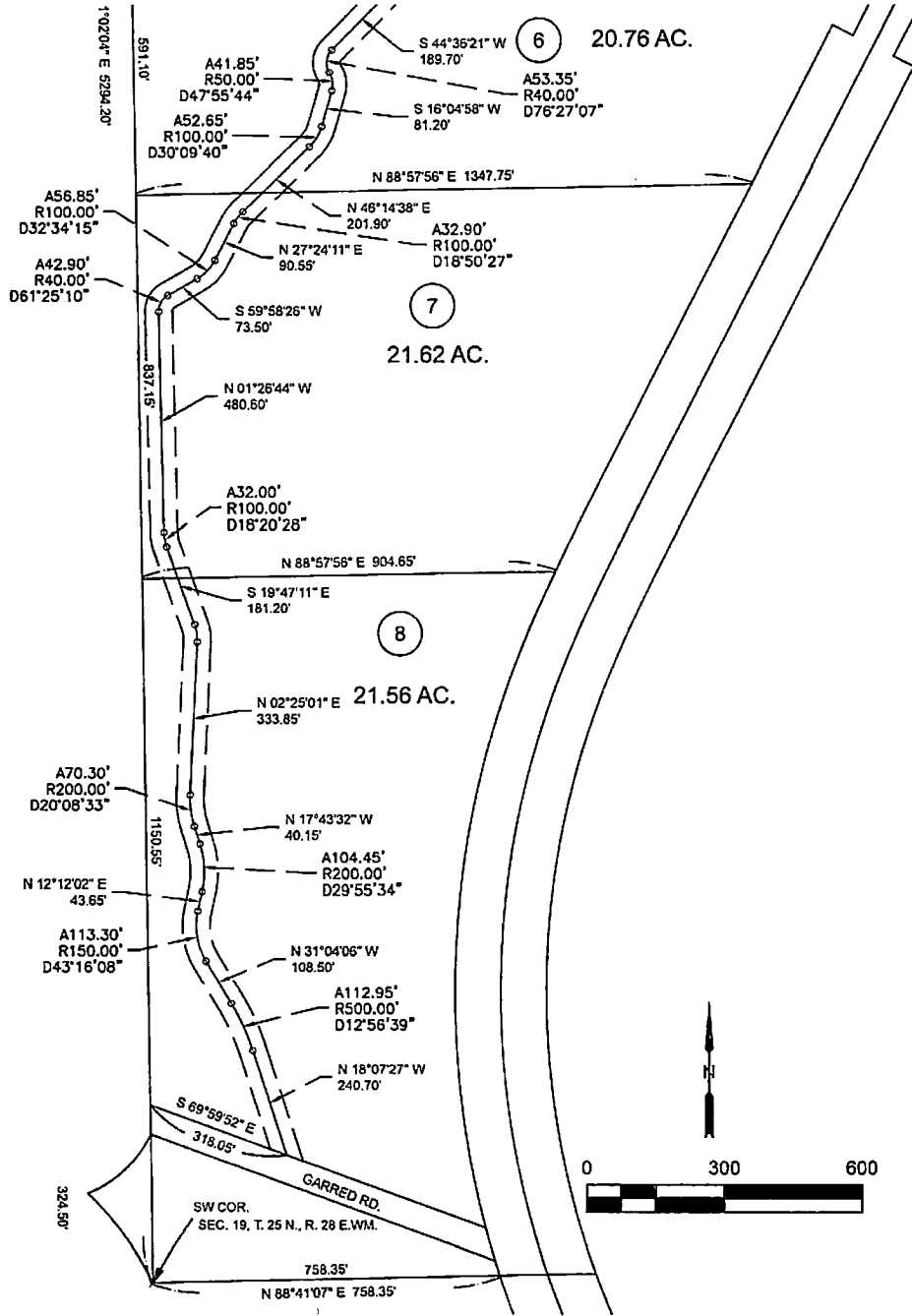
I certify that I know or have satisfactory evidence that Joshua Corning is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Member of Corning and Sons, LLC to be the free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

Dated: June 13, 2023.



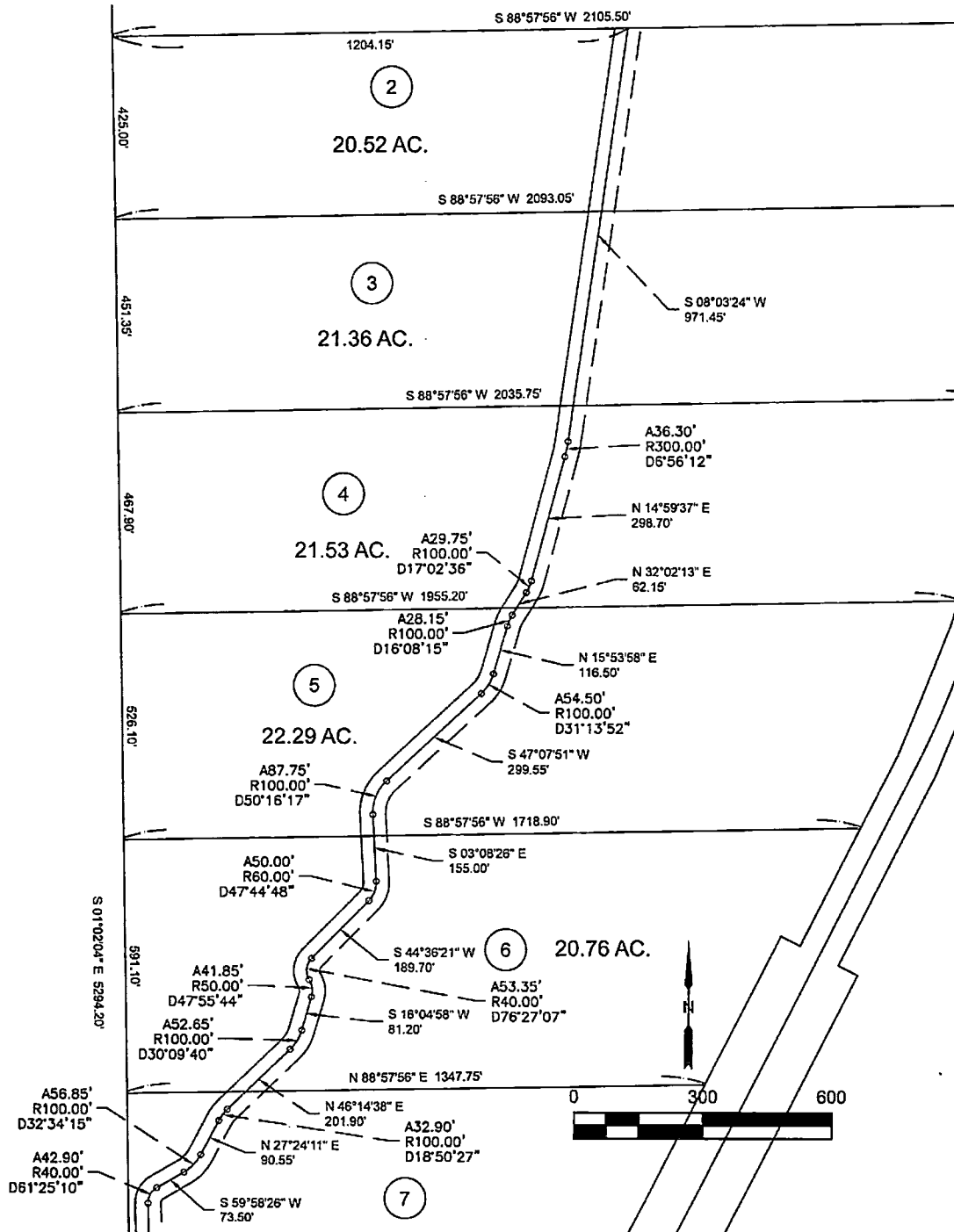
Linda Martin
LINDA MARTIN (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 1/6/2026
Residing at Wenatchee

EXHIBIT "A"
Depiction of Easement



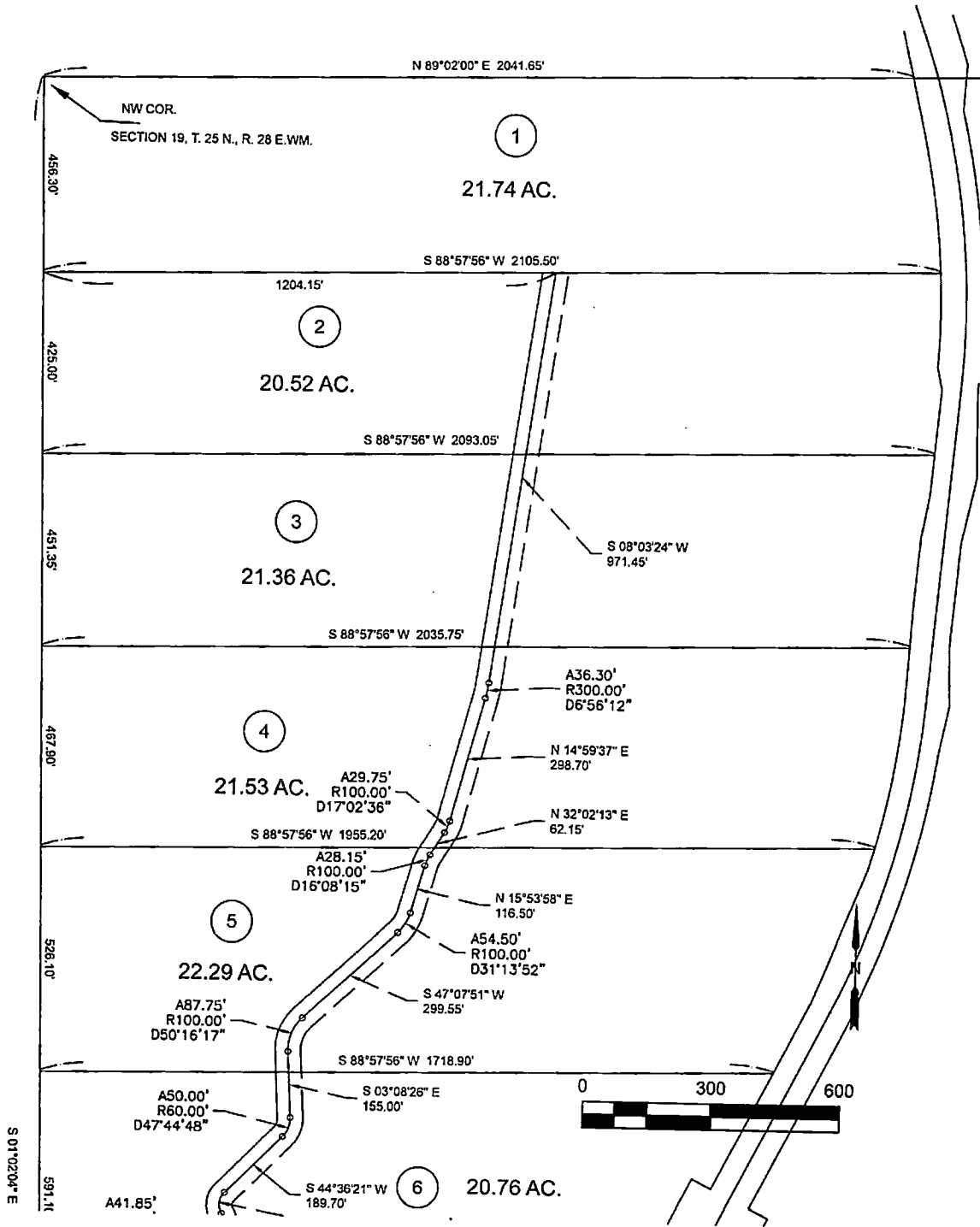
NOTE: DIMENSIONS, AREAS, AND LOCATION OF COUNTY ROAD ARE FROM RECORD INFORMATION AND NOT BASED ON A FULL AND COMPLETE SURVEY

EXHIBIT A, PAGE 1
CORNING AND SONS, LLC



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EXHIBIT A, PAGE 2
 CORNING AND SONS, LLC



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EXHIBIT A, PAGE 3
 CORNING AND SONS, LLC

Amended and Restated Declaration
 of Easement

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