

After recording return to:

BARRON SMITH DAUGERT  
PO Box 5008  
Bellingham, WA 98227



200810310019

Skagit County Auditor

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REFERENCE NUMBER OF RELATED DOCUMENT: 9010300092

GRANTOR(S): TRILLIUM CORPORATION

GRANTEE(S): COUGAR PEAK, LLC

ABBREVIATED LEGAL DESCRIPTION: SW $\frac{1}{4}$  NE  $\frac{1}{4}$  Sec. 3, Twnship 35 N, R 4 E; S  
1/2 SW  $\frac{1}{4}$  Sec. 3, Twnship 35 N, R 4 E; N1/2 NW  $\frac{1}{4}$  Sec. 10, Twnship 35 N, R 4E.

ASSESSOR'S TAX/PARCEL NUMBER(S): 350403-1-001-0009; 350403-3-003-0003;  
350403-3-004-002; 350410-2-001-008

0002

0008

#### AMENDMENT TO RIGHT-OF-WAY AND ROAD USE EASEMENT

This Amendment to Right-of-Way and Road Use Easement ("Amendment") is entered into this 31<sup>st</sup> day of October 2008, by and between Trillium Corporation, a Washington corporation ("Grantor") and Cougar Peak, LLC, a Washington limited liability company ("Grantee").

#### RECITALS

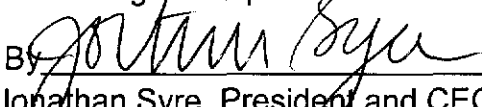
- A. Grantor entered into a Right-of-Way and Road Use Agreement dated October 22, 1990 and recorded under Skagit County Auditor's File No. 9010300092 (the "Original Agreement") with Georgia-Pacific Corporation, a Georgia Corporation ("GP"). Grantee is the successor in interest to GP.
- B. Grantor and Grantee wish to amend the Original Agreement as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the promises and the mutual covenants, conditions and agreements contained herein, and in the Original Agreement, the parties agree as follows:

1. Easement Width. The parties agree that the easement granted in paragraph 1 of the Original Agreement shall be 60 feet in width.
2. Relocation of Utilities and Change of Location of Easement. The parties agree that in the event either relocates the road pursuant to paragraph 4 of the Original Agreement, the relocating party shall also relocate any utilities installed through or under the road at the relocating party's sole cost and expense. In addition, the parties agree that in no event shall any relocation change the end point of the road. In other words, the point at which the southern most portion of the road reaches the southern line of the SW ¼ of the NE ¼ of Section 3, Township 35 North, Range 4 East, W.M. shall not change.
3. General. Except as provided in this Amendment, the terms of the Original Agreement shall remain in full force and effect.
4. Conflict. Any conflict or inconsistency between the terms of this Amendment and the terms of the Original Agreement shall be controlled by the terms of this Amendment. This Amendment is an amendment to the Original Agreement and not a novation thereof.
5. Multiple Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one in the same instrument.
6. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the owners, the heirs, personal representatives, successors and assigns of the Grantor and Grantee.

GRANTOR:

TRILLIM CORPORATION,  
a Washington corporation

By   
Jonathan Syre, President and CEO

GRANTEE:

COUGAR PEAK, LLC,  
a Washington limited liability  
company

By James Lynn Swift Trust, its  
member

By   
Don R. Carlin, Trustee



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STATE OF WASHINGTON )  
SKAGIT ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that Jonathan Syre 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 the President and CEO of Trillium Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 29<sup>th</sup> day of October, 2008.

(SEAL/STAMP)



Marcie Paleck  
NOTARY PUBLIC

Printed Name: MARCIE K. PALECK

My Appointment Expires: Oct. 15 2012

*assessments*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

**OCT 31 2008**

Amount Paid \$6  
Skagit Co. Treasurer  
By man Deputy

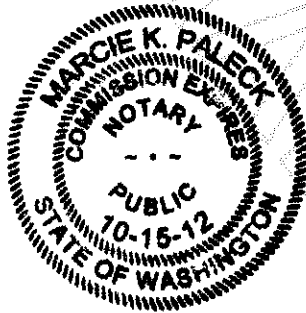


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)

SS.

(SEAL/STAMP)



NOTARY PUBLIC

My Appointment Expires: October 15 2012



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EXHIBIT B

ROAD EASEMENT AT BUTLER HILL  
Through SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 3, Township 35 North, Range 4 East, W.M.

Commencing at the Center of Section 3, Township 35 North, Range 4 East, W.M.; thence S 89°15'15" E a distance of 726.06 feet along the East-West centerline of Section 3 to the true point of beginning; thence N 34°26'46" E a distance of 58.37 feet; thence N 15°11'26" E a distance of 143.46 feet; thence N 03°08'12" E a distance of 146.63 feet; thence N 57°02'11" W a distance of 221.09 feet; thence N 37°59'18" W a distance of 154.34 feet; thence N 25°44'13" W a distance of 104.68 feet; thence N 35°17'08" W a distance of 79.48 feet; thence N 52°03'58" W a distance of 133.72 feet; thence N 40°26'57" W a distance of 24.94 feet, more or less to the Southeasterly right-of-way line of the Gripp Road.

Situate in the County of Skagit, State of Washington.



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