

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Laura Minton Breckenridge
P.O. Box 178
Bow, WA 98232



201205220056

Skagit County Auditor

5/22/2012 Page

1 of

7 3:33PM

THIS SPACE RESERVED FOR RECORDER'S USE

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: Leatherwood Trust

Grantee: Leatherwood Trust

Reference Number of Document Amended: 201204260041

Abbreviated Legal Description: Grantor Property: NE1/4 NE1/4 S OF SLO LESS W 5.30AC OPEN SPACE#38 #792933 1975 and Grantee Property: SE1/4 NE1/4 OPEN SPACE #38 #792933 1975

Complete Legal Descriptions set forth in Exhibits A, B and C of Document.

Assessor's Parcel Numbers: Grantor Parcel Number: 350319-1-003-0000 and Grantee Parcel Number: 350319-1-006-0007

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is entered into between LEATHERWOOD TRUST ("Grantor") and LEATHERWOOD TRUST ("Grantee"), as of May 22, 2012 ("Effective Date"). The properties that are the subject of this Amendment are:

<u>Grantor Property</u>	<u>Grantee Property</u>	<u>Easement Area</u>
Property Owner: Leatherwood Trust P.O. Box 178 Bow, WA 98232 Exhibit A	Property Owner: Leatherwood Trust P.O. Box 178 Bow, WA 98232 Exhibit B	Property Owner: Leatherwood Trust P.O. Box 178 Bow, WA 98232 Part of Parcel No: 35019-1-003-0000 P34504 Exhibit C

RECITALS

A. Grantor is the owner of real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference ("Grantor Property"). Grantee is the owner of real property more particularly described in **Exhibit B**, attached hereto and incorporated herein by reference ("Grantee Property"). The parties entered into an Easement Agreement dated

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 22 2012

Amount Paid \$
Skagit Co. Treasurer

April 26, 2012 under recording number 201204260041 under the records of Skagit County, Washington ("Easement Agreement").

B. The parties now wish to amend the Easement Agreement by replacing the language set forth in Section 2.2 of the Easement. All other terms and provisions of the Easement Agreement shall remain the same.

NOW, THEREFORE, the parties agree as follows:

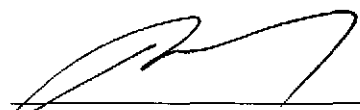
AGREEMENT


1. Amendment of Section 2.2. The parties agree Section 2.2 of the Agreement shall be replaced with the following:

2.2 Grantor's Rights. Grantor reserves the right to itself to make any use of the Easement Area that is not inconsistent with the rights conveyed to Grantee under this Agreement or that does not interfere with the use of the Easement Area by Grantee, including the construction and maintenance of roadways and fencing over the Easement Area. Grantee acknowledges Grantor has a residence, office, garage and other outbuildings on its property described in **Exhibit A** in addition to roadways, fencing, walls, trails and extensive landscaping and nothing in this Agreement shall prevent or preclude Grantor from its use, maintenance, repair or improvement of those existing improvements or undertaking any future improvements. Grantor shall not be liable to Grantee or to Grantee's agents, tenants, successors, assigns, contractors or users of the Equipment for loss or injury resulting from damage to the Equipment inadvertently caused by Grantor.


2. Effective Modification. The provisions of this Amendment shall control in the event of any inconsistency with the provisions of the Easement Agreement. Except as modified by this Amendment, the Easement Agreement shall remain in full force and effect in accordance with its original terms and conditions. This Amendment shall be immediately effective upon recording.

LEATHERWOOD TRUST

By: 
Thomas J. Paulus, Co-trustee

By: 
Laura Minton Breckenridge, Co-trustee

LEATHERWOOD TRUST

By: 
Thomas J. Paulus, Co-trustee

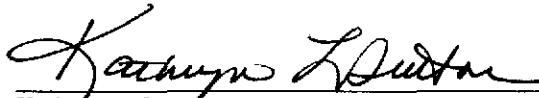
By: 
Laura Minton Breckenridge, Co-trustee

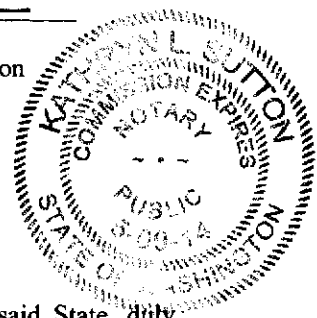


STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On May 22, 2012, before me, the undersigned, a Notary Public in and for above said State, duly commissioned and sworn, personally appeared THOMAS J. PAULUS, to me known to be a Co-trustee of Leatherwood Trust, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that the company executed it.

WITNESS my hand and official seal.



Kathryn L. Sutton
Notary Public in and for the State of Washington
Residing at Sedro Woolley
My Commission Expires: May 9, 2014

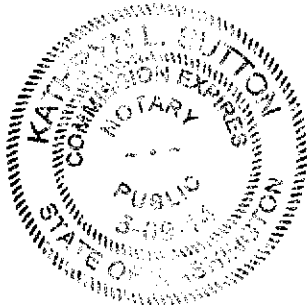


STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On May 22, 2012, before me, the undersigned, a Notary Public in and for above said State, duly commissioned and sworn, personally appeared LAURA MINTON BRECKENRIDGE, to me known to be a Co-trustee of Leatherwood Trust, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that the company executed it.

WITNESS my hand and official seal.


Kathryn L. Sutton
Notary Public in and for the State of Washington
Residing at Sedro Woolley
My Commission Expires: May 9, 2014



201205220056
Skagit County Auditor

EXHIBIT A

GRANTOR PROPERTY

That portion of the Northeast Quarter of the Northeast Quarter of Section 19, Township 35 North, Range 3 East, W.M., lying Southerly of the Joe Leary Slough, EXCEPT the tract conveyed to William Esary by deed dated January 21, 1909 and recorded January 21, 1909 under Auditor's File No. 71571, described as follows:

"Commencing at the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 19, Township 35 North, Range 3 East of the W.M.; thence running East on the South line of said forty, 12 rods; thence North, parallel with the West line of said Forty, to the South bank of said Joe Leary Slough; thence in a Northwesterly direction following along said slough, to the West line of said above described forty; thence South along the West line of said forty to the place or beginning; (said tract of land being 12 rods in width and extending from the South line of said forty North to said Joe Leary Slough)."

TOGETHER WITH an Easement for road purposes over the following described tract:

Commencing at the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 19, Township 35 North, Range 3 East, W.M.; thence running East on South line of said forty, 12 rods; thence running North parallel with the West line of said forty, to South bank of Joe O'Leary's Slough; thence in a westerly and northerly direction following along the said slough to West line of above described forty; thence South following along the west line of said forty to place or beginning. Said tract of land being 12 rods in width and extending from the South line of said forty to Joe O'Leary's Slough.

AND EXCEPT that portion of the Northeast Quarter of the Northeast Quarter of Section 19, Township 35 North, Range 3 East, W.M., lying Northerly of the following described line:

Beginning at a point on the East line of said Section 19, lying South 1 Degrees 10'20" West a distance of 769.81 feet from the Northeast corner of said Section 19; thence North 80 Degrees 40'31" West a distance of 76.82 feet; thence North 80 Degrees 43'02" West a distance of 272.16 feet; thence North 81 Degrees 46'12" West a distance of 126.65 feet; thence North 69 Degrees 07'00" West a distance of 224.38 feet; thence North 71 Degrees 15'18" West a distance of 378.56 feet; thence North 41 Degrees 06'52" West a distance of 113.90 feet to the East line of the West 198.00 feet of said Northeast Quarter of Section 19, being the terminus of said line.

AND ALSO EXCEPT that portion of the Northeast Quarter of the Northeast Quarter of Section 19, Township 35 North, Range 3 East, W.M., described as follows:



Commencing at the Southeast corner of said Northeast Quarter of the Northeast Quarter; thence North 88 Degrees 34'47" West, along the South line of said Northeast Quarter of the Northeast Quarter, a distance of 320.17 feet to the **TRUE POINT OF BEGINNING**; thence continuing North 88 Degrees 34'47" West a distance of 277.26 feet; thence North 01 Degrees 25'13" East a distance of 53.16 feet; thence South 88 Degrees 34'47" East a distance of 277.26 feet; thence South 1 Degree 25'13" West a distance of 53.16 feet to the **TRUE POINT OF BEGINNING**, containing 0.34 acres, more or less.

AND TOGETHER WITH that portion of the Northwest Quarter of the Northwest Quarter of Section 20, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at a point on the West line of said Section 20, lying South 1 Degree 10'20" West a distance of 769.81 feet from the Northwest corner of said Section 20; thence continuing South 1 Degree 10'20" West a distance of 560.71 feet to the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence South 89 Degrees 22'47" East along the South line of said Northwest Quarter of the Northwest Quarter, a distance of 150.00 feet; thence North 1 Degree 10'20" East a distance of 537.78 feet; thence North 80 Degrees 40'31" West a distance of 151.52 feet to the Point of Beginning, containing 1.89 acres, more or less.



EXHIBIT B

GRANTEE PROPERTY

The Southeast Quarter of the Northeast Quarter of Section 19, Township 35 North, Range 3 East, W.M.,

TOGETHER WITH that portion of the Northeast Quarter of the Northeast Quarter of Section 19, Township 35 North, Range 3 East, W.M., described as follows:

Commencing at the Southeast corner of said Northeast Quarter of the Northeast Quarter; thence North 88 Degrees 34'47" West, along the South line of said Northeast Quarter of the Northeast Quarter, a distance of 320.17 feet to the **TRUE POINT OF BEGINNING**; thence continuing North 88 Degrees 34'47" West a distance of 277.26 feet; thence North 01 Degrees 25'13" East a distance of 53.16 feet; thence South 88 Degrees 34'47" East a distance of 277.26 feet; thence South 1 Degree 25'13" West a distance of 53.16 feet to the **TRUE POINT OF BEGINNING**, containing 0.34 acres, more or less.

AND TOGETHER WITH an Easement for road purposes over the following described tract:

Commencing at the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 19, Township 35 North, Range 3 East, W.M.; thence running East on South line of said forty, 12 rods; thence running North parallel with the West line of said forty, to South bank of Joe O'Leary's Slough; thence in a westerly and northerly direction following along the said slough to West line of above described forty; thence South following along the west line of said forty to place or beginning. Said tract of land being 12 rods in width and extending from the South line of said Forty to Joe O'Leary's Slough.



EXHIBIT C

EASEMENT AREA

Access Easement for ingress, egress and utilities over, under and across the following described parcel:

Beginning at a point on the South line of the Northeast Quarter of the Northeast Quarter of Section 19, Township 35 North, Range 3 East, W.M., lying South 88 Degrees 34'47" East a distance of 198.00 feet from the Southwest corner of said Northeast Quarter of the Northeast Quarter; thence North 1 Degree 14'11" East, parallel to the West line of said Northeast Quarter of the Northeast Quarter, a distance of 894.94 feet; thence South 41 Degrees 06'52" East a distance of 113.90 feet; thence North 88 Degrees 45'49" West a distance of 46.73 feet to a point lying 228.00 feet East (as measured perpendicular) of the West line of said Northeast Quarter of the Northeast Quarter; thence South 1 Degree 14'11" West, parallel to the West line of said Northeast Quarter of the Northeast Quarter a distance of 810.87 feet, more or less, to the South line of said Northeast Quarter of the Northeast Quarter; thence North 88 Degrees 34'47" West along the South line of said Northeast Quarter of the Northeast Quarter, a distance of 30 feet to the Point of Beginning.

Situated in the County of Skagit, State of Washington

