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201301290042  
Skagit County Auditor

1/29/2013 Page 1 of 4 1:30PM

**Return Address:** Christopher and Gail LeBoutillier  
27250 NE 53<sup>rd</sup> St  
Redmond, WA 98053

**AUDITOR/RECORDER'S INDEXING FORM**

<b>Document Title(s):</b>	1. Amendment to Declaration Creating Road Maintenance Agreement (RMA) and Easement for Real Property Known As Eagles Crossing Short Plat No. PL07-0578 Lot 1, Lot 2 and Parcel P31128
<b>Reference Number(s) of Documents assigned or released:</b>	200809290183
<b>Grantor(s):</b>	1. Christopher H. LeBoutillier 2. Gail A. LeBoutillier
<input type="checkbox"/> Additional names on page _____ of document.	
<b>Grantee(s):</b>	1. Christopher H. LeBoutillier 2. Gail A. LeBoutillier
<input type="checkbox"/> Additional names on page _____ of document.	
<b>Legal Description:</b> (abbreviated)	A portion of the S 1/2 of the SW 1/4 of the SW 1/4 of Sec. 1, Twn. 35N, R. 1E, W.M., Skagit County, WA
<input checked="" type="checkbox"/> Additional legal is on page _____ of document.	2
<b>Assessor's Property Tax Parcel/Account Number:</b>	P31128

**AMENDMENT TO DECLARATION CREATING ROAD MAINTENANCE AGREEMENT (RMA) and EASEMENT For REAL PROPERTY KNOWN AS Eagles Crossing Short Plat No. PL07-0578 Lot 1, Lot 2 and Parcel P31128**

This AMENDMENT TO DECLARATION CREATING ROAD MAINTENANCE AGREEMENT (RMA) and EASEMENT For REAL PROPERTY KNOWN AS Eagles Crossing Short Plat No. PL07-0578 Lot 1, Lot 2 and Parcel P31128 ("Amendment") entered into this 29<sup>th</sup> day of January, 2013, is made by Christopher H. LeBoutillier and Gail A. LeBoutillier ("Declarants").

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## RECITALS

A. The Declarants entered into that Declaration Creating Road Maintenance Agreement (RMA) and Easement for Real Property Known As Eagles Crossing Short Plat No. PL07-0578 Lot 1, Lot 2 and Parcel P31128 dated September 29, 2008 and recorded under Skagit County Auditor's No. 200809290183 ("**Easement**").

B. The Easement benefits the real property owned by the Declarants, located in Skagit County, Washington (Assessor's Parcel No. P31128), and which is legally described as follows:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 1 EAST W.M.; EXCEPT THEREFROM THE SOUTH 42 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, CONVEYED TO ABC INVESTMENTS BY DEED RECORDED JUNE 26, 1985, UNDER AUDITOR'S FILE NO. 8506260027, RECORDS OF SKAGIT COUNTY, WASHINGTON. EXCEPT THE EAST 468.34 FEET OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER EXCEPT THE SOUTH 42 FEET THEREOF.

("Parcel P31128").

C. The Easement benefits and burdens the real property owned by the Declarants, which is legally described as Lot 1 on Short Plat No. PL07-0578, recorded on September 19, 2008 under Skagit County Auditor's No. 200809190078 ("**Lot 1**").

D. The Easement burdens the real property owned by the Declarants, which is legally described as Lot 2 on Short Plat No. PL07-0578, recorded on September 19, 2008 under Skagit County Auditor's No. 200809190078 ("**Lot 2**").

E. The Declarants now wish to amend the Easement.

## AMENDMENT

NOW, THEREFORE, the Declarants hereby declare and impose the following amendment to the Easement:

1. **Recitals.** The foregoing recitals are incorporated herein by this reference and made a part hereof.
2. **Amendment of Easement.** The Easement shall terminate with respect to Parcel P31128. In other words, the Easement shall no longer benefit and/or burden Parcel P31128. The Easement shall only affect Lot 1 and Lot 2.
3. **No Other Changes.** Except as modified by this Amendment, the Easement remains unmodified and in full force and effect.
4. **Successors and Assigns.** The terms and conditions of this Amendment shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns, personal



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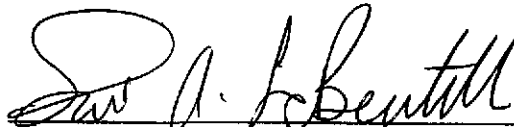
representatives, and heirs of the parties herein, including all subsequent owners of Parcel P31128, Lot 1, and Lot 2.

5. **Attorney's Fees.** The prevailing party in any action commenced to enforce the terms of this Amendment shall be entitled to an award of attorney fees and costs incurred.

6. **Venue; Law.** Any rights or obligations may be enforced in Skagit County Superior Court, applying Washington law.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

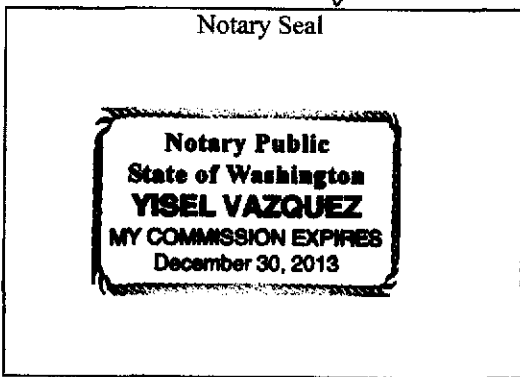
  
\_\_\_\_\_  
Christopher H. LeBoutillier

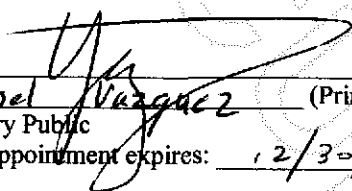
  
\_\_\_\_\_  
Gail A. LeBoutillier

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF WA            )

I certify that I know or have satisfactory evidence that **Christopher H. LeBoutillier** is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 29<sup>th</sup>, 2013.



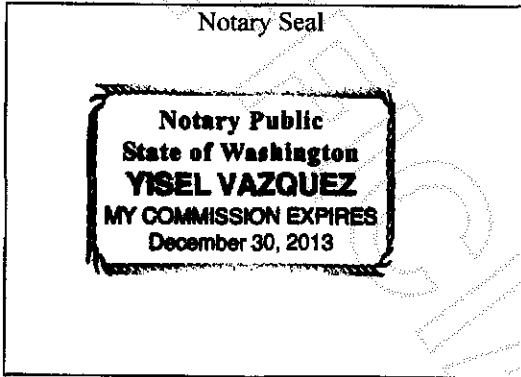
  
\_\_\_\_\_  
Yisel Vazquez (Print Name)  
Notary Public  
My appointment expires: 12/30/13

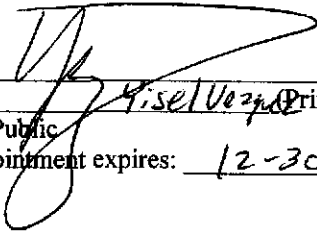


STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WA )

I certify that I know or have satisfactory evidence that **Gail A. LeBoutillier** is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 29<sup>th</sup>, 2013.



  
\_\_\_\_\_  
Notary Public (Print Name)  
My appointment expires: 12-30-13

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