

**AFTER RECORDING RETURN TO:**

Gregory L. Tarr and Carol D. Tarr  
1620 S Wildwood Lane  
Spokane WA 99206



**MODIFICATION OF EASEMENT**

**GRANTORS:** Country Hills Association and Gregory L. Tarr and Carol D. Tarr  
**GRANTEES:** Country Hills Association and Gregory L. Tarr and Carol D. Tarr  
**ABBREVIATED LEGAL:** N 1/2 of NE 1/4 of NE 1/4 of NW 1/4 Sec. 35, T. 27, R. 42 E.W.M.  
**MODIFIES:** Statutory Warranty Deed AFN 4494534  
**RELATED DOCUMENT:** AFN 4934845  
**PARCEL #:** 27352.9025

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For the mutual benefits described herein and for no monetary compensation, Country Hills Association (hereafter "Association") and Gregory L. Tarr and Carol D. Tarr (hereafter "Owner") hereby agree as follows regarding that certain parcel described as the North half of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 35, Township 27 North, Range 42 East. W.M., in Spokane County, Washington (hereinafter referred to as the "Property"):

Owner hereby waives all rights to ingress and egress along that certain 60 foot private right of way commonly known as Country Hills Lane and which is described in various easements and surveys, the recording numbers for which are recited in that certain Statutory Warranty Deed recorded under Auditor File Number 4494534 between Light Properties, Inc. as Grantor and Louise A. Satterlee as grantee (the "Deed");

Owner agrees that all access to the Property shall be taken from Dalton Road;

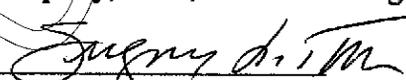
In exchange for the above mentioned waiver of rights, Association, pursuant to the powers vested in it under that certain "Declaration of Covenants, Conditions, Restrictions and Mutual Easements of Country Hills" recorded under Auditor File Number 4934845, agrees that the owner of the Property is hereby relieved from any obligations for the maintenance of Country Hills Lane.

This Modification of Easement shall run with the land. No other covenants or agreements are affected by this Modification of Easement, including but not limited to the obligation of the owner of the Property to comply with all architectural and height restrictions as referenced in the Deed.

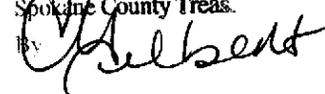
DATED THIS 31st DAY OF January, 2008

**COUNTRY HILLS ASSOCIATION**

BY:   
**CHRIS L. HEFTEL**, as its president and as president of Riverbluff Land Company, LLC, the controlling member

  
Gregory L. Tarr

  
Carol D. Tarr

R. E. Excise Tax Exempt  
Date Feb 14 2008  
Spokane County Treas.  


STATE OF WASHINGTON )  
 )ss  
County of Spokane )

On this day personally appeared before me, **CHRIS L. HEFTEL**, to me known to be the individual described in and who executed the within and forgoing instrument, and acknowledged that he is the President of Riverbluff Land Company, LLC and the President of Country Hills Association., and signed the same as his own free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 30<sup>th</sup> day of January, 2008.

WITNESS MY HAND and official seal hereto affixed the day and year first above-written.



Cynthia A. Granger  
NOTARY PUBLIC in and for the State of Washington,  
residing in Spokane  
My commission expires: 2-5-2009

STATE OF WASHINGTON )  
 )ss  
County of Spokane )

On this day personally appeared before me, Gregory L. Tarr and Carol D. Tarr, to me known to be the individuals described in and who executed the within and forgoing instrument, and acknowledged that they signed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 14<sup>th</sup> day of February, 2008.

WITNESS MY HAND and official seal hereto affixed the day and year first above-written.



Kevin D. Hyatt  
NOTARY PUBLIC in and for the State of Washington,  
residing in Spokane  
My commission expires: 12-29-08

Unrecorded Document