



201201230091

Skagit County Auditor

1/23/2012 Page

1 of

4 4:27PM

After recording return document to:

YOUNGQUIST & BETZ
904 South Third
Mount Vernon, WA 98273

DOCUMENT TITLE: Termination of Lease; Termination of Option to Purchase

REFERENCE NUMBER OF RELATED DOCUMENT: N/A 201101070140

GRANTOR(S): Barbara R. Cartwright, a single woman, as Lessor

ADDITIONAL GRANTORS ON PAGE N/A **OF DOCUMENT.**

GRANTEE(S): Scott Meyer (aka Scott Patrick Meyer), a single man, as Lessee

ADDITIONAL GRANTEES ON PAGE 1 **OF DOCUMENT.**

ABBREVIATED LEGAL DESCRIPTION: N/A

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) OF DOCUMENT. N/A

ASSESSOR'S TAX/PARCEL NUMBER(S): N/A

TERMINATION OF LEASE; TERMINATION OF OPTION TO PURCHASE

THIS TERMINATION OF LEASE AND OPTION TO PURCHASE is entered into this 23rd day of January, 2012, by and between by and between **BARBARA R. CARTWRIGHT**, a single woman, of 928 W. Hazel Street, Mount Vernon, Skagit County, Washington 98273, as Lessor; and **SCOTT MEYER, (aka SCOTT PATRICK MEYER)** a single man, 1823 South 16th Street, Mount Vernon, Skagit County, Washington 98274, as Lessee;

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement with Option to Purchase, Dated January 7, 2011, for certain property located in the City of Mount Vernon, State of Washington, which property is more particularly described in Exhibit "A" attached hereto and made a part hereof, which Lease is evidenced by a Memorandum of Lease between Lessor and Lessee Dated January 7, 2011, and recorded with the Skagit County Auditor under Auditor's File No. 201101070140; and

WHEREAS, Lessor and Lessee desire to terminate the above-referenced Lease with Option to Purchase;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions herein contained, the parties hereto do hereby agree as follows:

1. As of January 23rd, 2012, (the Effective Date) Lessor and Lessee hereby agree that said lease with option to purchase shall cease and terminate and such Lease shall have no further legal force or effect.

2.

(a) Lessor acknowledges that Lessor has been afforded the opportunity to inspect the Leased Premises, and any improvements thereon, and Lessor agrees that, as of the Effective Date, Lessor shall take possession of and accept the condition of the surface and subsurface of the Leased Premises, and any improvements thereon, on an "as is" basis, including, without limitation, matters pertaining to compaction and bearing ability and Lessor represents and warrants that neither Lessee nor his agents have made, and Lessor has not relied upon any representations and warranties made by or on behalf of Lessee in connection with the Leased Premises, the condition of any improvements located thereon, the condition of the surface or subsurface thereof, or of the soil conditions or compaction or bearing ability thereof, including, without limitation. This representation and warranty by Lessor shall be true as of the Effective Date, and shall be extended to and shall be in full force and effect as of the Effective Date and shall survive the Effective Date.

(b) From and after the Effective Date, Lessee shall have no further obligation to make



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any repairs to the Leased Premises or the building and improvements on the Lease Premises, notwithstanding anything in the Lease or this Agreement to the contrary.

3. Lessor and Lessee represent and warrant to each other that each has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, or corporation whatsoever, any claim, debt, liability, demand, obligation, cost, attorneys' fees, expense, action, or cause of action herein released.

4. As consideration for Lessor's agreement to release Lessee from all further obligations under the lease as provided herein, and in further consideration of Lessee's vacating the premises on or before (receipt and adequacy is hereby acknowledged) this agreement is executed by the parties hereto.

5. Each of the parties hereto acknowledges that they have been represented by counsel of her or his own choice throughout all of the negotiations which preceded the execution of this Agreement and in connection with the preparation and execution of this Agreement.

6. In the event of a conflict between the terms and provisions of this Agreement and those contained in the Lease, the terms and provisions of this Agreement shall control.

7. In the event either party shall file a suit, action or other proceeding to enforce or declare any rights under this Agreement or seek any damages resulting from a breach hereof, the prevailing party in any such suit, action or other proceeding shall be entitled to his reasonable attorneys' fees and costs.

8. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first hereinabove mentioned.

LESSOR:

LESSEE:

Barbara R. Cartwright

BARBARA R. CARTWRIGHT

Gaylen T. Meyer
Scott Meyer by Meyer

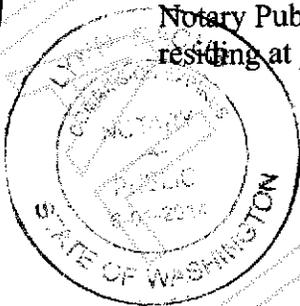
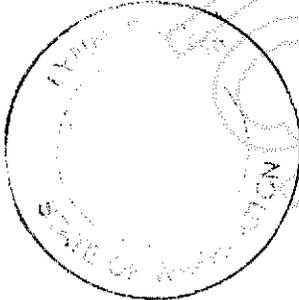
SCOTT MEYER (aka SCOTT PATRICK MEYER) by GAYLEN T. MEYER (aka GALEN T. MEYER)



STATE OF WASHINGTON)
: SS
COUNTY OF SKAGIT)

On this day personally appeared before me, **BARBARA R. CARTWRIGHT**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of January, 2012.



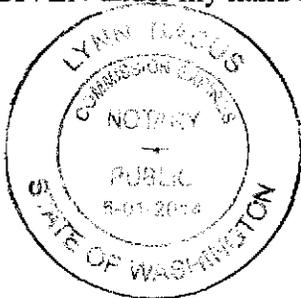
Lynn Bagus

Notary Public in and for the State of Washington,
residing at Mount Vernon

STATE OF WASHINGTON)
: SS
COUNTY OF SKAGIT)

On this 23rd day of January, 2012, before me personally appeared **GAYLEN T. MEYER (also known as GALEN T. MEYER)** to me known to be the individual described in and who executed the foregoing instrument as Attorney-in-Fact for **SCOTT MEYER (also known as SCOTT PATRICK MEYER)**, and acknowledged that he signed the same as his free and voluntary act and deed as Attorney-in-Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living.

GIVEN under my hand and official seal the day and year last above written.



Lynn Bagus

Notary Public in and for the State of Washington,
residing at Mount Vernon



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