FILED AT REQUEST OF: WHEN RECORDED RETURN TO:	201604290142
Jim Richardson 1123 Lake Washington Blvd Seattle, WA 98122	Skagit County Auditor \$76.00 4/29/2016 Page 1 of 411:57AM
CHICAGO TITLE 620023494 Z	
TERMINATION OF MAINTENANCE AGREEMENT INCLUDING IMPLIED EASEMENT	
Reference Number of documents Assign Grantor: JoAnn Riant Grantee: Martin W. Lentz and Betty Legal Description (abbreviated)(Full Lega Assessor's Tax Parcel ID#: 3827-000-	L. Lentz Mon page 1 and 2 hereof): M9- <del>39</del> & 3827-000-020-0001
Riant, an unmarried woman (hereinafter Lentz, husband and wife, (hereinafter "I	<b>ODD</b> by of March, 2016, by and between, JoAnn r "Riant"), and Martin W. Lentz and Betty L. Lentz") (hereinafter " Riant", and "Lentz" are the "Parties"), and the Parties do hereby blows:
WITNE	ESSETH
County, Washington, and legally describ	the certain real property located in Skagit bed as follows:
All that portion of Lots 19 and recorded in Volume 9 of Plats,	the certain real property located in Skagit ed as follows: 20, "SKYLINE No. 11", as per plat pages 78 and 79, records of Skagit erly of the following described line:
County, Washington, and legally describ All that portion of Lots 19 and recorded in Volume 9 of Plats, County, Washington, lying Northe Beginning at the most Westerly p Thence South 76°52'49" East alor to the true point of beginning of s Thence in an Easterly direction t	20, "SKYLINE No. 11", as per plat pages 78 and 79, records of Skagit erly of the following described line: oint of said Lot 19; ng said Lot 19, a distance of 60.6 feet aid line; to a point on the Easterly line of Lot Southerly of the Northeasterly corner
All that portion of Lots 19 and recorded in Volume 9 of Plats, County, Washington, lying Northe Beginning at the most Westerly p Thence South 76°52'49" East alor to the true point of beginning of s Thence in an Easterly direction ( 20, of said plat, at a point 7 feet a	20, "SKYLINE No. 11") as per plat pages 78 and 79, records of Skagit erly of the following described line: oint of said Lot 19; ng said Lot 19, a distance of 60.6 feet aid line; to a point on the Easterly line of Lot Southerly of the Northeasterly corner

WHEREAS, Lentz is the owner of that certain real property located in Skagit County, Washington, and legally described as follows:

All that portion of Lots 19 and 20, "SKYLINE No. 11", as per plat recorded in Volume 9 of Plats, pages 78 and 79, records of Skagit County Washington, lying Southerly of the following described line:

Commencing at the most Westerly point of said Lot 19;

Thence South 76°52'49" East along said Lot 19 a distance of 60.6 feet to the true point of beginning of said line;

Thence in an Easterly direction to a point which is 7 feet Southerly of the Northeasterly corner of Lot 20 of said Skyline No. 11 plat, as measured along the Easterly line of said Lot 20, said point being the termination of the herein described line.

And that portion of the Northwest ¼ of Section 27, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the Southwest corner of Lot 20, "SKYLINE NO. 11", as per plat recorded in Volume 9 of Plats, pages 78 and 79, records of Skagit County, Washington,

Thence North 60°33'50" – 105.00 feet from which point the center of curve bears: North 60°33'50" West, a distance of 40.00 feet;

Thence Northerly – 11.39 feet along the arc of said curvature having a central angle of 16°18'59";

Thence South 76°52'49" East – 105.00 feet to the Northwest corner of said Lot 20;

Thence Southerly -41.29 feet along the arc of aforementioned curvature having a radius of 145.00 feet and central angle of: 16°18'59" to the point of beginning.

Excepting thereof any portion lying within the boundaries of "Skyline Short Plat", if any, Volume 6 of Short Plats at pages 87-90, Auditor's File No. 8310120030, records of Skagit County, Washington.

Situate in Skagit County, State of Washington.

(hereinafter the "Lentz Parcel"); and

WHEREAS, by Agreement dated May 15, 1973, and recorded on the 21<sup>st</sup> day of May, 1973 under Skagit County recording number 785352, the predecessors in interest of the Riant Parcel and the Lentz Parcel entered into a covenant for mutual maintenance of a certain dock located on the Lentz Parcel, including an implied easement in favor of the Riant Parcel for access and use of the dock (hereinafter, the "Maintenance Agreement");

TERMINATION OF MAINTENANCE AGREEMENT AND INCLUDING IMPLIED EASEMENT – 2

Initials : R : B/C THE

WHEREAS, the Parties wish to terminate any obligation of the owner of the Riant Parcel to maintain the dock, and to further terminate any implied easement burdening the Lentz Parcel and benefiting the Riant Parcel.

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree, grant and convey as follows:

- 1. Riant, for herself and for her heirs, successors, transferees and assigns, does hereby release, relinquish, abandon, vacate, grant and convey to Lentz all right, title and interest in the above described Lentz Parcel as granted or implied by said Maintenance Agreement including, but not limited any right to access the Lentz Parcel or the dock thereon, all with the intention of terminating and vacating any easement granted by the Maintenance Agreement, and Lentz hereby agrees with Riant that any such easement is hereby terminated; and
- 2. Lentz, for themselves and for their heirs, successors, transferees and assigns, do hereby release, relinquish, and abandon, any obligation of Riant, her heirs, successors or assigns, to maintain the dock located on the Lentz Parcel; and
- 3. Riant and Lentz do hereby agree to, and do hereby terminate the Maintenance Agreement, and any and all of the easements, covenants and conditions created therein, in its/their entirety.

IN WITNESS WHEREOF, the parties have executed this Termination of Maintenance Agreement Easement the day and year first above written.

DATED: This 3 L day of March, 2016. Dated this  $\frac{3}{4}$  day of March, 2016. JoAna Riant etty/D. Lentz STATE OF WASHINGTON SS. COUNTY OF SKAGI

On this day personally appeared before me JoAnn Riant, to me known, or proved to me on the basis of satisfactory evidence, to be the individual 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.

STN YOUNT SYNYOUNT Y JUSTON EXPI-JUN7 SHON EXPIRES GIVEN under my hand and official seal this  $\mathbb{E}[$ day of Manch, 2016. 10N PUBLIC 11-07-2019 NOTARY PUBLIC in and for the State of Washington, residing at <u>ANACORES</u> STATE OF WAR TERMINATION OF MAINTENANCE AGREEMENT AND TERMINATION OF MAINTENANCE AGREEMENT - 3 W :<u>BU</u> Initials :/

Print Name: AUSUN Commission expires: 11

STATE OF WASHINGTON

On this day personally appeared before me Martin W. Lentz and Betty L. Lentz, to me known, or proved to me on the basis of satisfactory evidence, to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SS.

GIVEN under my hand and official seal this 3/2 day of March, 2016. SYN YOUNT U. NOTARY PUBLIC in and for the State of Washington, residing at BNACOS-Print Name: AUSUN PUBLIC Commission expires: 11-0 11-07-2019 STATE OF WAS Initials : R : BU III TERMINATION OF MAINTENANCE AGREEMENT AND **INCLUDING IMPLIED EASEMENT - 4**