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Skagit County Auditor

Filed for Record at Request of:

Document Title: Partial Extinguishment of Easement
Ref. No. of Related Doc: 202104200062
Grantor: Maple Field, LLC
Grantee: Town of La Conner
Abbreviated legal description: a. Parcel "A", Town of La Conner LLA No. LU21-14LL
 b. Parcel "B", Town of La Conner LLA No. LU21-14LL
Tax Parcel Number: a. P74407
 b. P74406

PARTIAL EXTINGUISHMENT OF EASEMENT

THIS PARTIAL EXTINGUISHMENT OF EASEMENT, is executed this 28th day of July, 2021, by and between the Town of La Conner, a Washington municipal corporation ("La Conner"), and Maple Field, LLC, a Washington limited liability company ("Maple Field").

RECITALS

A. La Conner is the owner of the following legally described real property:

Parcel "A," Town of La Conner Lot Line Adjustment No. LU21-14LL, according to the map thereof recorded April 20, 2021, under Auditor's No. 202104200060, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Hereinafter referred to as the "Burdened Property".

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <u>Josie Beer</u>
DATE <u>8/5/21</u>

B. Maple Field is the owner of the following legally described real property:

Parcel "B," Town of La Conner Lot Line Adjustment No. LU21-14LL, according to the map thereof recorded April 20, 2021, under Auditor's No. 202104200060, records of Skagit County, Washington.

Situate in Skagit County, Washington

Hereinafter referred to as the "Benefitted Property".

C. Pursuant to Easement "C", described in paragraph 2(c) of that certain Joint Use Easements, recorded April 20, 2021, under Skagit County Auditor's File No. 202104200062, La Conner granted a non-exclusive easement for ingress, egress and utilities over, under and across a portion of the Burdened Property for the benefit of the Benefitted Property ("Original Easement").

D. La Conner and Maple Field, as the owners of the Burdened Property and the Benefitted Property, respectively, hereto wish to terminate and extinguish the ingress and egress easement of the Original Easement, but retain the utilities easement of the Original Easement.

NOW, THEREFORE, La Conner and Maple Fields hereby agree to the following:

1. Partial Extinguishment of Easement. La Conner, as the owner of the Burdened Property, and Maple Field, as the owner of the Benefitted Property, hereby mutually agree to the partial extinguishment of the Original Easement; extinguishing only the ingress and egress provisions and rights of the Original Easement. For that purpose, Maple Field hereby conveys and quit claims any interest or rights granted to it for ingress and egress by virtue of the Original Easement to Maple Fields.

2. Affirmation of Utility Easement. This Partial Extinguishment does not affect the grant of utilities in the Original Easement for the benefit of Benefitted Property or the maintenance requirements related thereto. La Conner hereby reaffirms the grant of utilities over, under and across the Burdened Property for the benefit of the Benefitted Property, as described in the Original Easement.

3. Consideration. Contemporaneously herewith, La Conner and Maple Field have executed an Agreement for Extinguishment of Easement, which sets forth the mutual promises and conditions as consideration for this Partial Extinguishment of Easement. Such Agreement for Extinguishment of Easement is a material consideration for Maple Field executing this Partial Extinguishment of Easement. There is no monetary or other consideration other than the Agreement for Extinguishment of Easement given or promised in relation to this Partial Extinguishment of Easement.

4. Binding Effect. This Partial Extinguishment of Easement is binding upon the parties hereto, their heirs, successors and assigns.

[signatures on following page]

LA CONNER:

Town of La Conner

[Handwritten Signature]

By: Ramon Hayes, Mayor

Dated: 7.28.2021

MAPLE FIELD:

Maple Field, LLC

[Handwritten Signature]

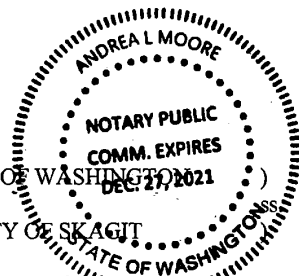
By: Brian Gentry, Managing Member

Dated: 7-12-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Ramon Hayes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and that he acknowledged it as the Mayor of the Town of La Conner, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 28 day of July, 2021.

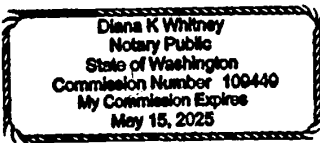


[Handwritten Signature]
Notary Public in and for the State of Washington
Print Name: Andrea L. Moore
My commission expires 12-27-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Gentry is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and that he acknowledged it as the Managing Member of Maple Field, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 12 day of July, 2021.



[Handwritten Signature]
Notary Public in and for the State of Washington
Print Name: DIANA K. WHITNEY
My commission expires MAY 15, 2025