

Recording Requested By and
When Recorded Mail To:

Houlihan Law, P.C.
100 N. 35th St.
Seattle WA 98103



20190726001238

RELEASE Rec: \$205.00
7/26/2019 3:41 PM
KING COUNTY, WA

(Space above this line for recorder's use only)

DOCUMENT TITLE:	Release of Restrictive Covenant
REFERENCE NUMBER(S) OF RELATED DOCUMENTS:	9610240930 (Restrictive Covenant) 9609180503 (Restrictive Covenant)
Additional reference numbers on page(s) ___ of document.	
GRANTORS:	State of Washington Dept. of Ecology
GRANTEE:	Kent 5818, LLC
ABBREVIATED LEGAL DESCRIPTION of SUBJECT PROPERTY:	LOT 4 CITY OF KENT SHORT PLAT NO SP-76-17 (REVISED) RECORDING NO 7806120758 (BEING A PORTION OF GOVT LOT 5 IN NW QTR STR 14-22- 04) EXC S 23.75 FT MEASURED AT RIGHT ANGLE TO N MARGIN OF S 228TH ST (N HALF-WIDTH OF SAID S 228TH ST BEING 20.00 FT ON N SIDE OF CENTERLINE THEREOF) CONVEYED TO CITY OF KENT BY DEED UNDER RECORDING NO 20060419000312
ASSESSOR'S TAX PARCEL NO.	1422049025

RELEASE OF RESTRICTIVE COVENANT

This RELEASE OF RESTRICTIVE COVENANT (the "Release") is made as of January 4, 2019 by KENT 5818, LLC (the "Adjacent Owner"), with the consent of the STATE OF WASHINGTON DEPARTMENT OF ECOLOGY ("Ecology") ("collectively, the "Parties"), for the express purpose of forever releasing the "Restrictive Covenant" (as hereinafter defined) with respect to certain property owned by the Adjacent Owner.

RECITALS

1. WHEREAS, the Adjacent Owner owns the Property at 5818 S. 228th St., Kent, Washington (the "Property"), Tax Parcel No. 142204-9025, and legally described at Exhibit A hereto.
2. WHEREAS, the Property at 5802 S. 228th St., Kent, Washington (the "Restricted Property") is west-adjacent to the Property.
3. WHEREAS, the Restricted Property is subject to a Restrictive Covenant between the owner of the Restricted Property and Ecology recorded at recording number 9609180503, and re-recorded at recording number 9610240930, in the Records of King County, Washington.
4. WHEREAS, the Restrictive Covenant was initially recorded with an incorrect legal description that may implicate the Adjacent Property.
5. WHEREAS, Ecology acknowledges and agrees that the Restrictive Covenant does not, and has never, applied to the Adjacent Property; and the Parties wish to record this Release to clarify and confirm that the Restrictive Covenant does not apply, and has never applied, to the Adjacent Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged, Adjacent Owner and Ecology, intending to be legally bound, do hereby agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by this reference as if repeated in full.
2. Effective as of the date hereof, the Restrictive Covenant, as it relates to the Adjacent Property only, is hereby acknowledged as terminated, released and discharged in its entirety; shall be of no force and effect; and no longer a burden or encumbrance on title.
3. The Parties hereby agree that this Release shall be recorded in the records of King County, Washington.
4. This Release may be executed in counterparts and combined to create a fully executed document.

Signatures and notary acknowledgements on following pages.

Washington State Department of Ecology

Signature: 

Printed Name: Robert W. Warren

Title: Regional Manager, Toxics Cleanup Program, Northwest Regional Office

Date: 7/11/19

Kent 5818, LLC

Signature: 

Printed Name: Scott Soules, President of LXC Holding Company

Title: Manager

Date: 6/4/2019