



200405140074
Skagit County Auditor

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Document Title: SETTLEMENT AGREEMENT

Reference Number: SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 02-2-01506-1

Grantor(s): additional grantor names on page ____

1. DENA BLATT

2.

Grantee(s): additional grantee names on page ____

1. COPELAND FAMILY LIMITED PARTNERSHIP

2.

Abbreviated legal description: full legal on page(s) ____

SEC 2 T34W1E

GOV LOT 6

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ____

P19049

P19048

Settlement Agreement

THIS AGREEMENT entered into between the parties, The Copeland Family Limited Partnership (hereinafter referred to as "Copeland"), represented by attorney C. Thomas Moser and Dena A. Blatt (hereinafter referred to as "Blatt"), represented by attorney Paul Taylor, do now agree to resolve and settle the pending litigation of *Blatt vs. Copeland*, Skagit County Cause No. 02-2-01506-1. The parties agree to the following terms and conditions of settlement:

1) Trial in this matter is now set for April 20, 2004. The parties agree that the trial date will be stricken by stipulated order entered by the court, to allow the parties sufficient time to resolve the settlement contemplated in this Agreement. The stipulated order will be prepared by and presented by Blatt's attorney within 10 days of the signing of this Agreement; and

2) Blatt will remove all structures that now have been placed on the Copeland property, at Blatt's sole expense. The disputed property where structures have been placed is identified in **Attachment A**, which is part of this Agreement. The work will be performed within 30 days of the signing of this Agreement by a licensed contractor and will be done to the satisfaction of Copeland. The contractor will identify what structures are to be removed to Copeland's satisfaction, before any work is done on the Copeland property. The Copeland property will be returned to its original condition to the extent practicable by the contractor; and

3) Blatt will pay to Copeland the sum of \$6,500.00 at the date of signing, which money will be placed in the trust account of C. Thomas Moser and will only be released to Copeland only after all terms and conditions of this Settlement Agreement have been fulfilled. The check shall be payable to the C. Thomas Moser Trust Account; and

4) Copeland, including Elaine Copeland and her family members, agree to not oppose, intervene, appeal, comment, or otherwise participate in any variance application or other land use application submitted by Blatt to Skagit County related to the Blatt property. Furthermore, Copeland, including Elaine Copeland and her family members, will not request or influence any third party to oppose, intervene, or appeal in any way any variance application, or other land use applications submitted by Blatt to Skagit County related to her property; and

5) After all the terms and conditions of this Settlement Agreement have been fulfilled, the parties will enter into a stipulated order of dismissal with prejudice of all claims and counterclaims between the parties. The order shall be prepared by and presented for entry by Blatt's attorney. The order shall be entered within 14 days of completion of the contractor and landscape work identified in this Agreement.

6) This agreement shall be binding upon the parties, their heirs, successors and assigns.

It is further agreed that none of the terms or conditions of this Settlement Agreement are contingent upon the litigation pending between Skagit County and Blatt. These matters are independent and any issues, problems, or complaints between Skagit County and Blatt will not interfere with compliance with the terms of this Settlement Agreement. This Agreement may be



disclosed only by Blatt to Skagit County for Blatt's benefit in obtaining permits she may request from Skagit County.

DATED this 14th day of April 2004

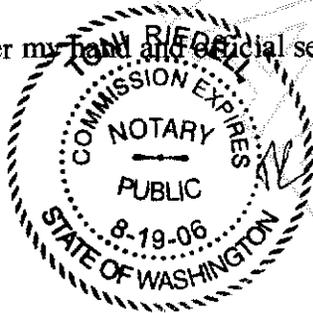
Elaine Copeland
The Copeland Family Limited Partnership

Dena Blatt
Dena Blatt

STATE OF WASHINGTON, COUNTY OF SKAGIT, ss.

On this day personally appeared before me **Elaine Copeland**, known to me to be the individual identified as the partner of The Copeland Family Limited Partnership with authority to sign, and who executed the aforesaid Settlement Agreement, and acknowledged it to be her free and voluntary act for the uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of April, 2004.

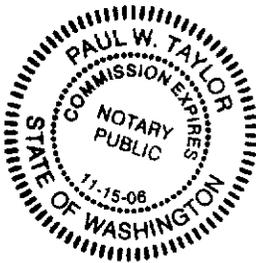


Tom Riedell
Notary Public
My commission expires on 8/19/06

STATE OF WASHINGTON, COUNTY OF SKAGIT, ss.

On this day personally appeared before me **Dena Blatt**, known to me to be the individual described in and who executed the aforesaid Settlement Agreement, and acknowledged it to be her free and voluntary act for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of April 2004.

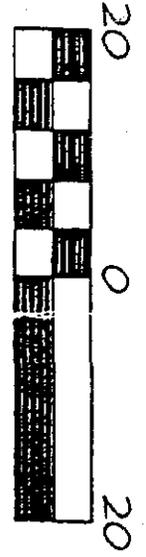


Paul W. Taylor
Paul W. Taylor, Notary Public
My commission expires on 11-15-06

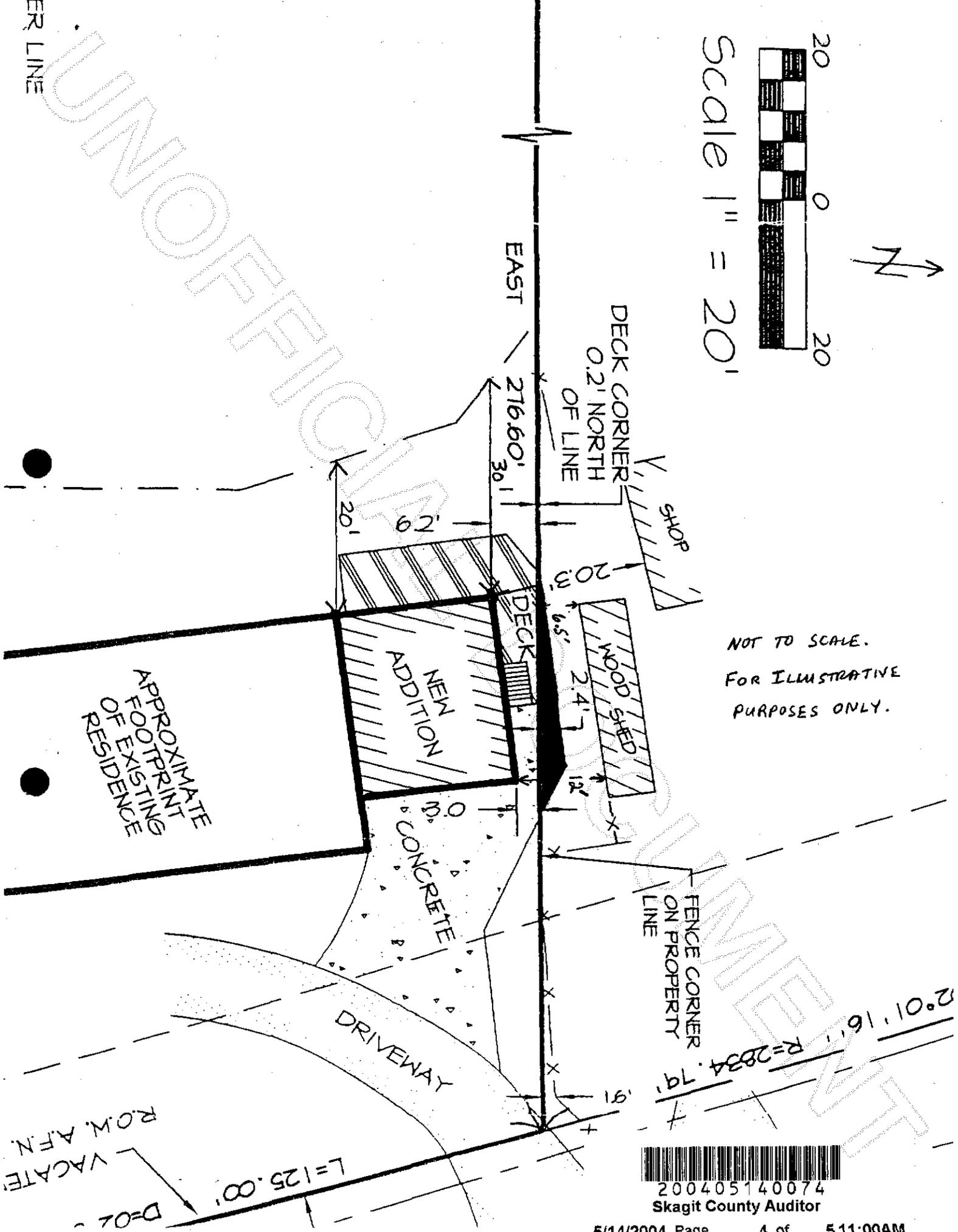


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ER LINE



Scale 1" = 20'



NOT TO SCALE.
FOR ILLUSTRATIVE PURPOSES ONLY.



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EXHIBIT "A"

A tract of land in Government Lot 6, Section 2, Township 34 North, Range 1 East. W.M., described as follows:

Beginning at the intersection of the South line of Lot 1, Plat of "RANCHO SAN JUAN del MAR, SUBDIVISION NO. 2", as per plat recorded in Volume 5 of Plats, page 30, records of Skagit County, Washington, with the Westerly line of Marine Drive as conveyed to Skagit County by deed recorded April 18, 1972 under Auditor's File No. 767095;
thence Southerly along the West line of said County road known as Marine Drive, a distance of 100 feet to the true point of beginning of this description;
thence continuing Southerly along the West line of said County road known as Marine Drive a distance of 125 feet;
thence West parallel to the South line of Lot 1 of said plat of "RANCHO SAN JUAN del MAR, SUBDIVISION NO. 2, to the inner line of Tract 3, Plate 1, Anacortes Tidelands;
thence Northerly along said inner line of said Tract 3, Plate 1, to a point due West of the true point of beginning;
thence East parallel to the South line of said Lot 1 to the true point of beginning.

TOGETHER WITH that portion of vacated old Marine Drive which attached to said premises by operation of law.

TOGETHER WITH beneficial rights contained in easements recorded June 15, 1976 and September 12, 1979 under Auditor's File Nos. 836865 and 7909120004, respectively.

Situate in the County of Skagit, State of Washington.



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