

After recording return document to:
SKAGIT COUNTY
PLANNING AND PERMIT CENTER
200 West Washington Street
Mount Vernon, WA 98273



200405140143
Skagit County Auditor

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RELEASE OF SPECIAL ASSESSMENT LIEN

NOTICE IS HEREBY GIVEN that Skagit County hereby releases its special assessment lien for civil penalties under Skagit County Code Chapter 14.44, which was recorded on October 23, 2003, as document #200310230083, against the following described premises situated in Skagit County, Washington, to wit:

S2 T34 R1 TAX 1BAAB A TR IN GOV LOT 6 DESC AS FOL BEG AT INTSEC OF THE S LI OF LOT 1 & THE W LI OF MARINE DRIVE TH S'LY ALG THE W LI OF MARINE DRIVE A DIST OF 100' TO THE TRUE POB THE S'LY ALG MARINE DRIVE A DIST OF 125' TH W PARLL TO THE S LI OF LOT 1 TO THE ININTER LI OF TR 3 PLAT 1 ANACORTES TIDE-LANDS TH N'LY ALG INNER LI OF SD TR 3 PLAT 1 TO A PT DUE W OF THE TURE POB THE E PARLL TO THE S LI OF SD LOT 1 TO THE TRUE POB

PROPERTY ADDRESS: 12724 Marine Drive, Anacortes
TAX ID # 340102-0-025-0008 PARCEL # P19049

The owner/reputed owner of which is Dena Blatt, 12724 Marine Drive, Anacortes, WA 98221.

Said Release of Claim of Special Assessment Lien is recorded pursuant to that certain settlement agreement dated May 14, 2004 in the reduced sums described in said settlement agreement, a copy of which is attached and incorporated by reference.

I hereby declare under penalty of perjury under the laws of the State of Washington that I believe that the amount of the lien and the violations alleged are just, true and correct.

SETTLEMENT AGREEMENT

DENA BLATT, 12724 Marine Drive (formerly 1274-A Marine Drive), and Anacortes, Skagit County, Washington, (hereinafter called "Blatt") and Skagit County, a municipal corporation ("the County"), hereby agree as follows:

In or about April, 1997, Blatt caused to be constructed at her residence at the above-listed address a room addition without first obtaining the required permits. The County alleges that said County Code violation is a public nuisance, subject to a civil penalty of \$100 per day. Blatt disputes this allegation.

On May 19, 1997, the County mailed Blatt a Notice of Violation.

On October 23, 2003, the County recorded a Special Assessment Lien (sometimes called a Public Nuisance Lien) in the amount of \$73,000.00 against said real property, a copy of which is attached hereto as Attachment A, and incorporated by reference herein. Blatt alleges this lien is wrongful, illegal, and that she has suffered damages as a result of the recording of the lien.

On April 14, 2004, Blatt entered into a Settlement Agreement with her neighbor Elaine Copeland and The Copeland Family Limited Partnership (hereinafter Copeland), that includes the removal of certain structures and the agreement by Copeland not to further object to Blatt's room addition, subject to certain conditions, including the payment by Blatt to Copeland of the sum of \$6,500.00, thereby giving Blatt the ability to settle her dispute with the County. A copy of said Settlement Agreement is attached as Attachment B, and incorporated by reference.

Blatt and the County desire to settle this dispute on the following terms and



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conditions:

The County agrees to accept civil penalties of the total sum of \$5,000.00 to be paid by Blatt to the County thirty (30) days after execution of this Agreement. The County is required to release its lien upon the execution of this Agreement and agrees to dismiss all claims in Skagit County Superior Court Cause No. 03 2 01272 9.

Blatt hereby agrees to cause said Settlement Agreement with Copeland to be filed and recorded within ten (10) days at the Skagit County's Auditor Office. Upon issuance of a building permit by the County, Blatt agrees to dismiss all counterclaims in Skagit County Superior Court Cause No. 03 2 01272 9.

Ater all the terms and conditions of this Settlement Agreement have been fulfilled, the parties will enter into a stipulated order of dismissal of all claims and counterclaims between the parties, with prejudice and without costs.

Subject to at least two (2) days advance notice to Blatt by the County of the date and time, Blatt hereby grants permission to representatives of the County to go onto the subject property at all reasonable times between the date of this Settlement Agreement and June 1, 2004, to inspect the construction and current condition of said room addition.

The County agrees that if said inspection(s) disclose that Blatt substantially complies with reasonably applicable County building codes, then the County shall immediately issue Blatt the required County building permit(s) for her room addition. If said inspection(s) disclose that Blatt has not substantially complied with said building codes, Blatt agrees to correct said



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deficiencies at her own expense within thirty (days) of notice by the County of said deficiencies. A report from a qualified engineer or architect may be submitted to demonstrate compliance with the 1997 Uniform Building Code in lieu of standard Building Code review and inspection.

Other than the contractual rights in this Settlement Agreement, Blatt hereby and for her heirs, executors, administrators, successors and assigns releases, acquits, and forever discharges Skagit County and its Commissioners, officers, elected officials, agents or employees, including Carolyn Spies, of and from any and all claims, actions, causes of action, demands, rights, property damages, costs, expenses and compensation whatsoever in connection with the disputes described in this Settlement Agreement concerning subject property.

The undersigned County Official warrants that he has authority to bind the County with respect to the County's obligations under this Settlement Agreement.

Dated: May 14, 2004.

Dena Blatt

Dena Blatt

SKAGIT COUNTY

BY

William Dowe

Building Official
Planning & Permit Center

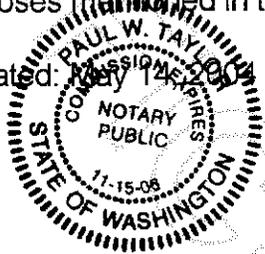


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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that DENA BLATT is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 14, 2004



Paul W. Taylor

(Signature)
PAUL W. TAYLOR
My appointment expires: 11/15/06

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 14th day of May 2004, before me personally appeared BILL DOWE, to me known to be the duly authorized representative of SKAGIT COUNTY and that he executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act for and on behalf of SKAGIT COUNTY, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Mary Joanne Ostlund

(Signature)
MARY JOANNE OSTLUND
Printed Name
My appointment expires: 2-1-2007



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ATTACHMENT A



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Skagit County Auditor



200310230083

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After recording return document to:
SKAGIT COUNTY
PLANNING AND PERMIT CENTER
200 West Washington Street
Mount Vernon, WA 98273

CLAIM OF SPECIAL ASSESSMENT LIEN

NOTICE IS HEREBY GIVEN that Skagit County has and claims a special assessment lien for civil penalties under Skagit County Code Chapter 14.44 against the following described premises situated in Skagit County, Washington, to wit:

S2 T34 R1 TAX 1BAAB A TR IN GOV LOT 6 DESC AS FOL BEG AT INTSEC OF THE S LI OF LOT 1 & THE W LI OF MARINE DRIVE TH S'LY ALG THE W LI OF MARINE DRIVE A DIST OF 100' TO THE TRUE POB THE S'LY ALG MARINE DRIVE A DIST OF 125' TH W PARLL TO THE S LI OF LOT 1 TO THE INNTER LI OF TR 3 PLAT 1 ANACORTES TIDE-LANDS TH N'LY ALG INNER LI OF SD TR 3 PLAT 1 TO A PT DUE W OF THE TURE POB THE E PARLL TO THE S LI OF SD LOT 1 TO THE TRUE POB

PROPERTY ADDRESS: 12724 Marine Drive, Anacortes
TAX ID # 340102-0-025-0008 PARCEL # P19049

The owner/reputed owner of which is Dena Blatt, 12724 Marine Drive, Anacortes, WA 98221.

Said lien is claimed for the civil penalties of \$100 per day for the two years immediately preceding the date of this lien, or the sum of \$73,000, plus the sum of \$100 per day for each day the public nuisance continues after the date of this lien, plus interest on said sum at the rate of 12% per annum, until paid in full or settled and a release of lien is recorded.

I hereby declare under penalty of perjury under the laws of the State of Washington that I believe that the amount of the lien and the violations alleged are just, true and correct.

Dated: October 23, 2003

SKAGIT COUNTY
PLANNING AND PERMIT CENTER

BY Bill Dowe
Bill Dowe
Building Official



200405140143

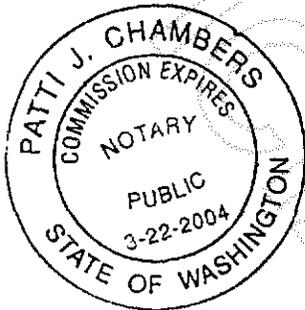
Skagit County Auditor

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STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Bill Dowe is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: October 23, 2003



Patti J. Chambers

Notary Public
Residing in Mount Vernon
My commission expires: 3/22/04
Patti J. Chambers
(Printed Name)



200310230083
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ATTACHMENT B



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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, intervenc, 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

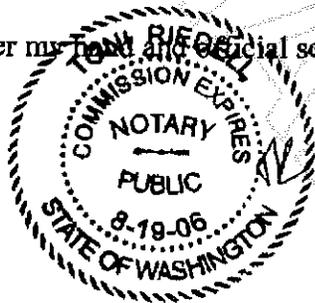
Elaine Copeland
The Copeland Family Limited Partnership

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.

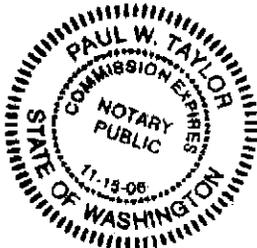


Skidell
Notary Public
My commission expires on 8/19/06

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.



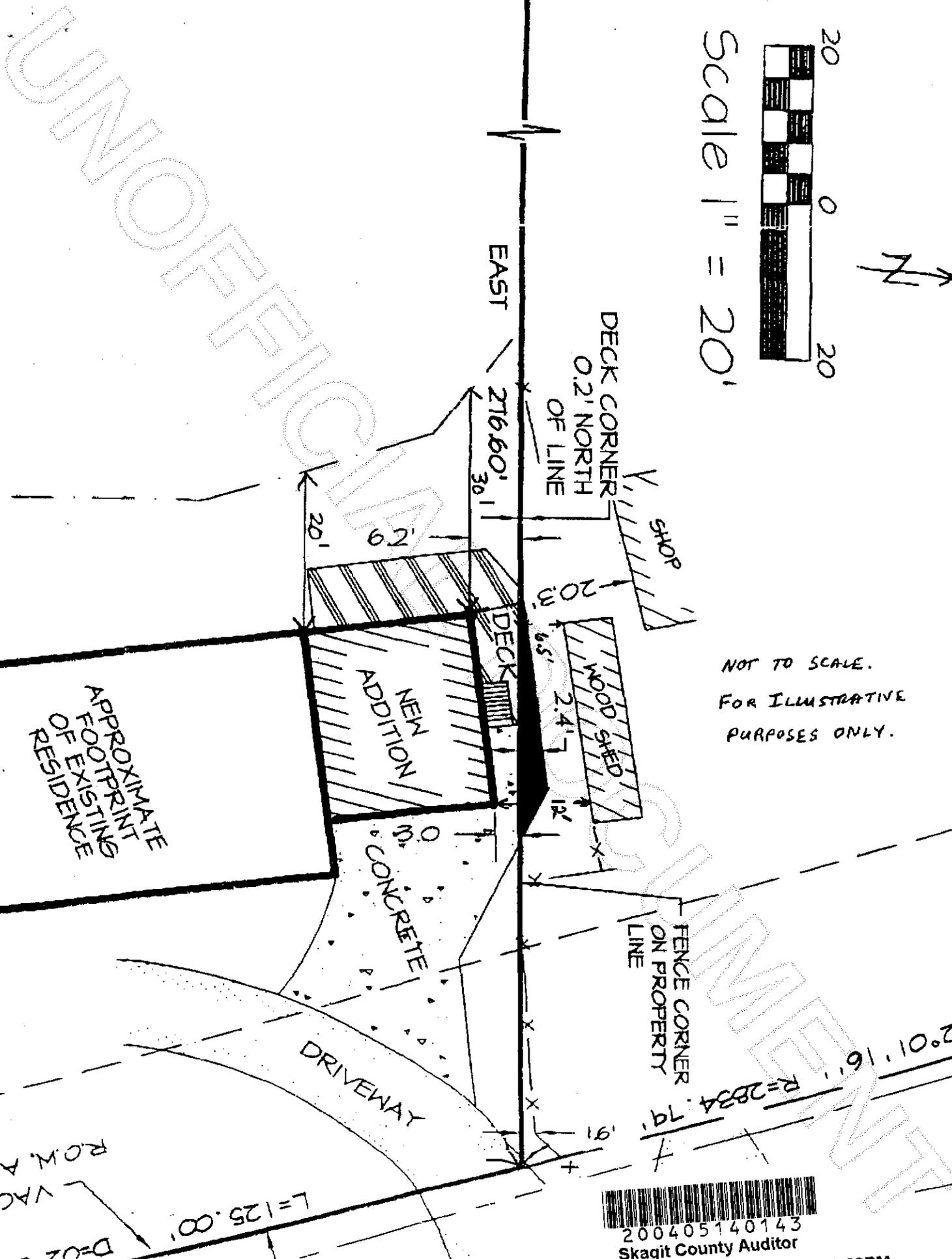
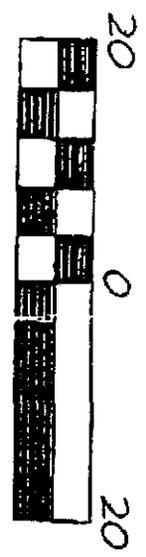
Paul W. Taylor
Paul W. Taylor, Notary Public
My commission expires on 11-15-06



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Skagit County Auditor

20
15
10
5

Scale 1" = 20'



NOT TO SCALE.
FOR ILLUSTRATIVE
PURPOSES ONLY.

FENCE CORNER
ON PROPERTY
LINE



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Skagit County Auditor