



200505040068

Skagit County Auditor

5/4/2005 Page

1 of

3 1:37PM

P73257
DINLOT8
6759-13(179)
Fidalgo City

RELEASE AND SETTLEMENT OF CLAIM

I. RECITALS

FOR AND IN CONSIDERATION of the Settlement Terms listed below, we, Joel Squier and Lynn Squier, ("**SQUIER**") being over the age of eighteen (18) years for ourselves, our heirs, our legal representatives, successors and assigns, **DO HEREBY RELEASE Skagit County** (hereafter "County") from all past, present and future actions, causes of action, claims, demands, rights, judgments, and executions, on account of, or in any way arising from, any known or unknown loss or damage, including, but not limited to, personal injuries, damages arising under 42 U.S. C. Section 1983, property loss or damage, and loss of use or other related damages, resulting or to result from all claims made or which could have been made in that claim filed against the County on or about November 6, 2004.

THIS RELEASE includes, but is not limited to, any and all claims which were asserted or could have been asserted in Plaintiffs' complaint No. 98-2-01354-3 including, but not limited to, tort claims, nuisance claims, claims for injunctive relief, and claims sounding in contract or tort, or both.

THIS RELEASE includes all unknown, unforeseen, unanticipated, unsuspected, and future injuries, damages, losses, and liability and the consequences thereof arising from the occurrence or occurrences described in and serving in any way as the basis for the aforementioned claim filed by **SQUIER** against the County on or about November 6, 2004..

WE HEREBY UNDERSTAND AND AGREE that we rely wholly upon our own judgment, belief and knowledge regarding any known or unknown injury, loss or damage, and regarding any question of liability. We understand and agree that we have not been influenced in any extent whatsoever in making this release by any representations or statements made by or on behalf of the County.

IT IS FURTHER UNDERSTOOD AND AGREED that the Settlement Terms set forth below are agreed upon for the purposes of settlement of a disputed claim and that settlement is not to be construed as an admission of liability on the part of the County, nor is it to be construed as an admission that the settlement amount is reflective of the actual value of Plaintiffs' complaint for damages.

WE UNDERSTAND AND AGREE that this release fully and forever prevents and bars any further claims of any kind arising out of the allegations set forth in Plaintiffs' complaint against the County. We understand and agree that we will receive no money from the County in settlement of the claims.

Should either party violate any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs incurred as the result of the successful enforcement of the Agreement, as determined by the Court or other agreed decider of the matter.

THIS RELEASE contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital. We further state that we have

carefully read the foregoing release and know the contents thereof, and we sign the same of our own free will.

THIS RELEASE contains the entire release. It has not been executed in reliance on the basis of any offer, oral or written representation, or terms, and no extrinsic oral or written representations or terms shall modify, vary or contradict the terms hereof.

EACH PARTY has participated in or had the opportunity to participate in the drafting of this Release, and should any of its provisions be found ambiguous, such provision shall not be strictly construed against either party.

EACH PARTY has obtained the advice of counsel, or had the opportunity to do so, prior to executing this agreement and executes it with full knowledge of, and intent to effect, its legal consequences.

II. SETTLEMENT TERMS

The Parties hereby agree to the following:

1. Skagit County will validate Lot Certification PL99-0662 for Parcel No. P73257, as reconfigured by Boundary Line Adjustment PL01-0754, for building purposes with no special restrictions. Squier may sell said parcel as a residential building lot.
2. Skagit County will reinstate Building Permit BP03-0175 application without any additional fees or delays.
3. Squier will execute this release contingent upon Skagit County completing items 1 and 2 above.

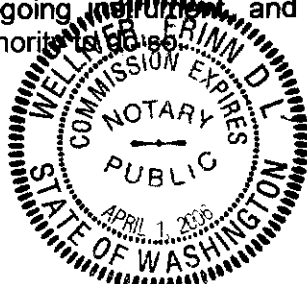
**THIS DOCUMENT CONTAINS A FULL AND FINAL RELEASE
READ IN ITS ENTIRETY BEFORE SIGNING**

(X)

JOEL SQUIER

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this 4th day of March, 2005, before me personally appeared JOEL SQUIER, who executed the foregoing instrument and acknowledged that he/she voluntarily executed the same and had authority to do so.



Print Name: Erin D. Welliver
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My Commission Expires: 4/1/06

RELEASE AND SETTLEMENT OF CLAIMS - 2

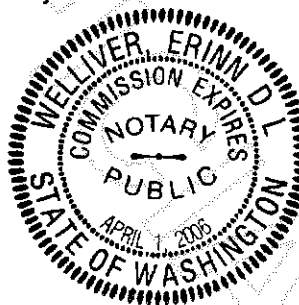


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Skagit County Auditor

(X) Lynn Squier
LYNN SQUIER

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this 4th day of ~~March~~ ^{MAY}, 2005, before me personally appeared LYNN SQUIER, who executed the foregoing instrument, and acknowledged that he/she voluntarily executed the same and had authority to do so.



Erinn D. L. Welliver
Print Name: Erinn D. L. Welliver
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My Commission Expires: 4/1/06

SKAGIT COUNTY

BY: Don L. Anderson
Its: Chief Civil Deputy Prosecutor

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 4th day of ~~March~~ ^{MAY}, 2005, before me personally appeared Don L. Anderson, who executed the foregoing instrument, and acknowledged that he/she voluntarily executed the same and had authority to do so.



Cindy Pettaway
Print Name: CINDY PETTAWAY
NOTARY PUBLIC in and for the State of
Washington, residing at Sitka, Alaska, wa
My Commission Expires: 06-09-07

