

ORIGINAL



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RETURN TO:

P. Hayden
PO Box 454
Sedro-Woolley, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein):

Settlement Agreement and Release

FIRST AMERICAN TITLE CO.
89675-2

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S) (Last name, first name and initials):

1. **Walden, James A and Walden, Linda, husband and wife**
2. **Frosch, Michael L. and Frosch, Debbie P., husband and wife**

GRANTEE(S) (Last name, first name and initials):

1. **Frosch, Michael L. and Frosch, Debbie P., husband and wife**
2. **Walden, James A and Walden, Linda, husband and wife**

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range).

The West five (5) feet of the East ½ of Lot 1 in Block 3, of KLOKE'S ADDITION TO BURLINGTON, as per recorded plat thereof.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

Ptn of P72648 (being combined with P62478)

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is entered into between Michael L. Frosch and Debbie P. Frosch, husband and wife (hereinafter "Frosch"), and James A. Walden, as his separate estate (whose wife is Linda Walden, signs to bind the marital community) (hereinafter "Walden").

RECITALS

- A. On or about September 30, 2003, Walden sold real property in Burlington, Skagit County, Washington to Frosch, the deed of which is recorded in Skagit County Auditor's File No. 200309300142. This property is legally described on the attached *Exhibit A*.
- B. Walden retained ownership of the property situated to the East of the above-described real property. This property is described on the attached *Exhibit B*.
- C. A dispute has arisen between the parties concerning location of the common boundary line between the parcels described above. This dispute arises in part because of the location of a cement slab and well pump shed that straddles the common boundary line.
- D. The parties desire to enter into this Settlement Agreement in order to resolve this dispute, and to agree upon a clearly defined boundary line between the parcels described above.

AGREEMENT

The parties hereto agree as follows:

1. Boundary Line Adjustment.

In consideration of the agreements set forth herein, Walden agrees to convey to Frosch the West five (5) feet of the real property described on the attached Exhibit B. This conveyance shall be by quit claim deed, but title shall be free of all defects affecting marketability as evidenced by a judicial proceedings statement obtained by Frosch at Frosch's expense. Frosch shall pay the fees for approval of this BLA at the Burlington Planning Department, and the recording fee therefore.

2. Physical Location of Boundary Line.

The parties have marked the physical location of this agreed boundary line with metal fence posts, on the ground, and both parties agree to abide by this marking unless the boundary line is further clarified by a recorded survey conducted by a licensed land surveyor; provided that neither party is obligated to provide said survey.

3. Removal of Pad and Pump House.

Frosch shall, at Frosch's expense, remove that pump house and that portion of the cement pad located to the East of the new boundary line.

4. Construction of Fence.

If either party places or constructs any structures of any kind within five feet of the agreed common boundary line, they shall construct and maintain a sight-obscuring fence on the boundary line.



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5. Mutual Release.

The parties mutually release and discharge each other of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation which either has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of the dispute set forth in the foregoing recitals; provided, that this release shall not effect any rights which the parties may have under any policy of title insurance which names them as the insured.

6. Consideration

This agreement is made and entered into in consideration of the mutual releases of the parties and the conveyance of five feet to resolve the boundary line dispute of the parties.

7. Warranty of Capacity to Execute Agreement

The parties represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

8. Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between the parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each; provided that nothing

9. Representation of Comprehension of Document

In entering into this Settlement Agreement, the parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice and that the terms of this Settlement Agreement have been completely read and explained to it by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

10. Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

11. Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement, which include the Promissory Note, Deed of Trust, and Release of Lien attached hereto.

12. Effectiveness

This Settlement Agreement shall become effective on execution of this agreement, the attached quit claim deed, and recording of the documents without any material change in the First American Title Co. Commitment No. H-933017, dated October 11, 2006.



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Dated: 03/20/07

James A. Walden
Linda B. Walden

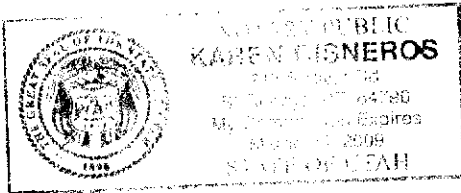
Dated: 3-20-07

James A. Walden
Linda B. Walden

State of Utah)
) ss.
County of Washington)

On this day personally appeared before me James A. Walden and Linda Walden, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of March, 2007.



Karen Cisneros
Notary Public in and for the State of Utah
residing at 717 S. River Rd.
My Commission Expires: March 24, 2009
Print Name Karen Cisneros



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Dated:

4-12-07

Michael L. Frosch

Debbie P. Frosch

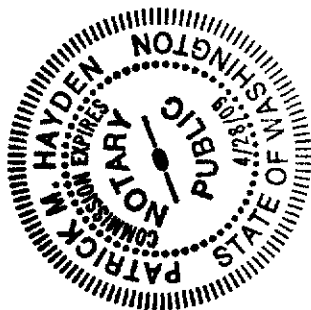
STATE OF WASHINGTON

County of Skagit

) ss.

On this day personally appeared before me Michael L. Frosch and Debbie P. Frosch, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12 day of April, 2007.



Patrick M. Hayden

Notary Public in and for the State of Washington,
residing at Sedro-Woolley

My Commission Expires: 4-28-09

Print Name Patrick M. Hayden



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Exhibit A
Legal Description for Frosh Property

Parcel A

That portion of the West Half of the West Half of Tract 355, PLAT OF BURLINGTON ACREAGE PROPERTY, described as follows:

Beginning 30 feet South of the Northwest Corner of said Tract;
Thence South 130 feet more or less, to the North line of a certain tract conveyed to Royal M. Ekrem by deed dated November 1, 1948;
Thence East 69 feet;
Thence North to a point 30 feet South of the North line of said Tract 35;
Thence West to a point of beginning.

Parcel B

The West half of Lot 1 in Block 3 of KLOKE'S ADDITION TO BURLINGTON, as per the recorded plat thereof.

Situated in Skagit County, Washington



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Exhibit B
Legal Description for Walden Property

The East half of Lot 1 in Block 3 of KLOKE'S ADDITION TO BURLINGTON, as per recorded plat thereof.

Situated in Skagit County, Washington.



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