



200806230150

Skagit County Auditor

WHEN RECORDED RETURN TO:

Darrell W. Scott

6/23/2008 Page

1 of

7 11:45AM

LAND TITLE OF SKAGIT COUNTY

129655-PC

DOCUMENT TITLE(S):

Settlement Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

200706200145

GRANTOR:

KENNETH G. SKINNER, as his separate property

GRANTEES:

GARY R. SCOTT, DARRELL W. SCOTT, CHARLES L. WRIGHT and PATRICK LEITH, each presumptively subject to the community interest of their respective spouse, if married

ABBREVIATED LEGAL DESCRIPTION:

Ptn NW 1/4 Of SE 1/4, 16-34-6 E W.M.

TAX PARCEL NUMBER(S):

340416-4-007-0001, P24908

2038
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 23 2008

Amount Paid \$ 183.00
Skagit Co. Treasurer
By Deputy

lp

Settlement Agreement

THIS SETTLEMENT AGREEMENT is made and executed by Gary R. Scott & Treasa M. Scott, h/w; Darrell W. Scott & Vicky L. Scott, h/w; Charles L. Wright, as his separate property; Patrick Leith, as his separate property (collectively, "Plaintiffs"), and Kenneth G. Skinner, as his separate property if married ("Defendant").

Recitals

- a. Plaintiffs and Defendant are the parties to litigation pending in Skagit County, Wash. under cause No. 07-2-01172-5. The litigation concerns title to real property located in Skagit County, Wash. and described as follows ("the Property"):

The West 14.32 feet of the East 89.32 feet of the following described tract:

Beginning at a point 165 feet West and 25 feet South of the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 16, Township 34 North, Range 4 East, W.M., said point being the Northwest corner of a tract conveyed to School District No. 25 of Skagit County, Wash., by Deed recorded in Volume 86 of Deeds, page 48, records of Skagit County, Wash.;

thence West on a line parallel with and 25 feet South of the centerline of the said Section 16, a distance of 350 feet, more or less, to the Northeast corner of a tract conveyed to John Lewis Drum *et ux.* by Deed recorded August 5th, 1953, under Auditor's File No. 491310, records of Skagit County, Wash.;

thence South $0^{\circ} 32'$ West along the East line of the said Drum tract a distance of 143 feet;

thence South $89^{\circ} 28'$ East a distance of 94.8 feet;

thence South $0^{\circ} 32'$ West a distance of 91 feet;

thence South $89^{\circ} 28'$ East a distance of 255.2 feet, more or less, to the West line of the said School District tract;

thence North $0^{\circ} 32'$ East along the said West line to the point of beginning;

EXCEPT the right-of-way for College Way (SR-538) as established by unrecorded waiver dated March, 1909 as 30 feet;

SETTLEMENT AGREEMENT

PAGE 1



200806230150
Skagit County Auditor

AND EXCEPT the North 10 feet conveyed to the City of Mount Vernon for road purposes by Deed recorded January 23rd, 2003 under Auditor's File No. 200301230015, records of Skagit County, Wash.

- b. The parties have reached an agreement resolving the claims made in the said litigation, wish to memorialize their agreement, and execute this instrument to that end.

Agreement

Now, therefore, in consideration of the mutual promises and covenants set forth herein,

THE PARTIES AGREE AS FOLLOWS:

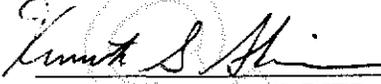
1. Plaintiffs shall pay to Defendant the sum of \$10,000 as full and final settlement of the claims made in the above-referenced litigation.
2. Contemporaneously with the said payment, Defendant shall execute the Stipulated Decree Quieting Title, and Plaintiffs authorize their attorney to execute the same on their behalf.
3. Plaintiffs shall bear the costs of preparing, filing and recording the settlement documents.
4. Each party shall execute such other and further documents as are necessary or proper for the carrying out of the terms of this Agreement.

By Plaintiffs:

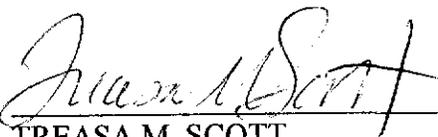


GARY R. SCOTT

By Defendant:



KENNETH G. SKINNER



TREASA M. SCOTT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

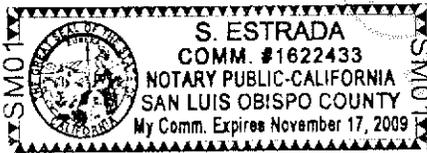
State of California }
County of SAN LUIS OBISPO } ss.

On May 15, 2008 before me, SARAH ESTRADA, Notary Public, personally appeared

Kenneth Skinner, who

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



(Seal)

WITNESS my hand and official seal.

[Handwritten Signature]

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- Individual
- Corporate Officer

Title

- Partner(s) Limited
- General
- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Settlement Agreement

Number of Pages

5

Date of Document

5/15/08

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

Gary Scott, Treasa Scott, Darrell Scott, Lively Scott, Charles Wright, Patrick Deith



200806230150

Skagit County Auditor

