

Return Name & Address

Galloway Law Group, PLLC
P.O. Box 425
Lake Stevens, WA 98258



201501290137

Skagit County Auditor

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1/29/2015 Page

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15 4:04PM

ORDER AND CR2A STIPULATED AGREEMENT AND QUITE TITLE ACTION THAT AFFECTS REAL PROPERTY

Snohomish County Superior Court Cause Nos. 14 2 05204 7

Grantor: (Last, First, and Middle Initial)

Dilley, Raymond Lee

Grantee(s): (Last, First, and Middle Initial)

Moo Grant, Judy and Moo Jr., Walter as the Administrators of the LAURA FRONDORF Estate

Legal Description

Government Lot 2 and the Southwest 1/4 of the Northeast 1/4 of Section 5. Township 33 North, Range 5 East. W.M. EXCEPT County road right of way AND ALSO EXCEPT those portions conveyed to Skagit County, for road purposes by deeds dated February 8. 1937, and recorded March 9.1937, under Auditor's File Nos. 287481 and 287482.

Situate in the County of Skagit. State of Washington.

Tax Parcel Numbers 33050500030008; 33050500020009;

Property I.D. No. P17895

Inclusive of a 1980 Barrington Manufactured Home, 66x28; serial number 3556 (title eliminated)

Property I.D. P17896

FILED

2015 JAN 22 PM 3:00

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH

**CERTIFIED
COPY**

**SNOHOMISH COUNTY SUPERIOR COURT
IN AND FOR THE STATE OF WASHINGTON**

JUDY MOO GRANT, et al and the ESTATE
OF LAURA FRONDORF,
Plaintiffs,

vs.

RAYMOND LEE DILLEY,
Defendants

Case No.: 14-2-05204-7

ORDER AND CR2A STIPULATED
AGREEMENT AND QUIET TITLE
ACTION THAT AFFECTS REAL
PROPERTY IN SKAGIT COUNTY TAX
PARCELS NOS: 33050500030008;
33030300020009; Property I.D. No: P17895

THIS MATTER, having come before this Court for an Order based upon a CR 2 A Stipulated Agreement the Court finds:

1. This Court has Jurisdiction of this matter and the venue is proper in Snohomish County, Washington
2. The Parties hereto have voluntarily entered into a CR 2A Agreement and General Release (Agreement) with the intent of being legally bound thereby
3. As part of the Agreement the Parties are requesting this Court to enter certain specific Orders and Court finds sufficient facts to support the entry of those Orders inclusive of the following:

Dilley never used any of his own money for the purchase of the real property from Skagit Bank. All money for the purchase was solely provided by Laura Frondorf. Along with Laura Frondorf, Dilley included himself on the title of the property as a Joint Tenant with Rights of Survivorship (JTROS) rather than as a constructive/nominal Trustee for the Estate of Laura Frondorf. Hence, upon the death of Laura Frondorf, a month later, Dilley inappropriately gained title to the real property known as 25406 Walker Valley Road, Mount Vernon, Skagit County Washington Skagit County Tax Parcel Numbers 33050500030008; 330505003008; Property I.D. No. P17895 (the Property) Inclusive of a 1980 Barrington Manufactured Home, 66x28; serial number 3556 (title eliminated) Property I.D. P17896



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1 . Therefore title to the Property is to be quieted back to Laura Frondorf, now deceased, and her
2 Estate, as follows: Grantee Judy Moo Grant and Walter R. Moo Jr. as Administrators of the
3 Laura Frondorf Estate by means of a Limited Special Warranty Deed (inclusive of the
4 manufactured home). Dilley's entire interests and the interests of his heirs, and any after
5 acquired title or interest Dilley may hereafter acquire shall also pass under this deed. All property
6 taxes shall be paid by Dilley to the end of 2014. The title to the property shall be free and clear of
7 any and all encumbrances except:

- 8 i) Those that existed at closing of the purchase from Skagit Bank on or about June 2,
9 2014;

10 The Notice of Lis Pendens filed by the Estate was properly filed and entered on to the Records of
11 the Skagit County Auditor. The Notice shall be removed and revoked by the entry of this Order.

12 The Real Property to be quieted is legally described as

13 Government Lot 2 and the Southwest 1/4 of the Northeast 1/4 of Section 5. Township
14 33 North, Range 5 East. WM.. EXCEPT County road right of way AND ALSO EXCEPT
15 those portions conveyed to Skagit County,
16 for road purposes by deeds dated February 8, 1937, and recorded March 9, 1937, under
17 Auditor's File Nos.
18 287481 and 287482.

19 Situate in the County of Skagit. State of Washington.

20 Inclusive of a 1980 Barrington Manufactured Home, 66x28; serial number 3556 (title eliminated)
21 Property I.D. P17896

- 22 4. Sufficient consideration has been exchanged between the Parties to support the
23 Agreement
24 5. The Parties have been sufficiently informed of the meaning, content, binding nature and
25 full force and effect of the Agreement
26 6. The parties have not been induced by malice, undue influence, force or fraud to enter into
27 the Agreement
28 7. The Parties have been provided ample opportunity to have the Agreement reviewed by
29 independent counsel and have either exercised the right of review or waived the same

30 Dated this 15th day of January, 2015,
31

32 B. C. Galloway
33 Bruce C. Galloway WSBA# 18765
34 Attorney for Plaintiffs

35 Glen St. Louis
36 Glen St. Louis WSBA 29166
37 Attorney for Defendant

1 This Court, being fully informed on the premises therefore adopts this Agreement as the
2 full resolution of the dispute between the Parties subject to the terms and conditions contained
3 therein.

4 ORDER

5 By way of compromise and settlement, IT IS ORDERED, ADJUDGED AND DECREED that

- 6
- 7 1) The Estate shall pay the sum of Sixty Thousand Dollars (\$60,000.00) (U.S.) to Dilley plus an
8 additional \$15,000.00 as set forth under the terms of in paragraph 8(f) of the Settlement
9 Agreement .
- 10 2) Dilley shall waive any and all claims to or on any money that has been deposited into the
11 Registry of the Snohomish County Superior Court (including accrued interest), now
12 estimated to be \$1,308,881.04 or more The Clerk of the Snohomish County Superior shall
13 release and pay over to Estate of Laura Frondorf all monies held in the registry of the Court
14 under this cause of action estimated to be \$1,308,881.04 or more.
- 15 3) The following vehicles shall be returned to Laura Frondorf, deceased, and the State of
16 Washington Department of Licensing for Vehicles and Vessels (Boats) shall transfer title to
17 Judy Moo Grant and Walter R. Moo, Jr. as the Administrators of the Estate of Laura
18 Frondorf, deceased, free and clear of any and all claims by Dilley

<u>License</u>	<u>Title Number</u>	<u>Make</u>	<u>Year</u>	<u>Other Identifier</u>
B54312L	0920524719	CHEV	2009	SILVER P/U
2570XP	1207618803	C&B	2011	STOCK TRAILER
B50490H	1418214710	CHEV	2007	C2PU
7327UL	1418214710	TUFF	2008	UTILITY TRAILER
B43502V	1272838209	CAMGEN	1970	UTITLITY

19 4000NH VIN 1WZL182J98318898 CIRCLE J--- 1983 STOCK TRAILER

- 20 4) If not presently in his possession then the Estate shall make the following personal property
21 available for Dilley to take possession thereof at his transportation cost and expense. The
22 Estate shall bear the cost of storage all until January 31, 2015. Any storage fees incurred for
23 the keeping of the below listed property after January 31, 2015 shall be at Dilley's sole risk,
24 cost and expense
- 25 a) A Flat-Screen Television
 - b) The "Army Truck"
 - c) An 18' Trailer with Ramp
 - d) The "Shed on Wheels"
 - e) Any remaining unsold cattle that the Court had previously ordered to be sold
 - f) A Hay Baler
 - g) 6671UI 1418214709 FEATHERLITE 2008 STOCK TRAILER
 - h) Silver Panel Fencing around the front part of the Property
 - i) His Personal Clothes, Tools, and Household Effects



j) John Deere Bulldozer

5) The Title to the Real Property, located at 25406 Walker Valley Road, Mount Vernon, Skagit County Washington Skagit County Tax Parcel Numbers 33050500030008; 330505003008; Property I.D. No. P17895 (the Property), held by Dilley as a nominal (constructive) Trustee for Laura Frondorf's Estate is HEREBY QUIETED AND TRANSFERRED, CONVEYED AND DEMISED IN FULL to Judy Moo Grant and Walter R. Moo, Jr. as Administrators of the Laura Frondorf Estate. Dilley, as Grantor, shall sign a Deed to in conformance with this Order. The Estate Administrators shall provide the specific Grantee's name for the Deed from Dilley without further Court intervention. The real property taxes shall be paid by Dilley to the end of 2014. The title to the real property shall be free and clear of any and all encumbrances except:

i) Those that existed at closing of the purchase from Skagit Bank on or about June 2, 2014; and

ii) The Notice of Lis Pendens filed by the Estate with the Skagit County Auditor is hereby revoked

AS TO DILLEY'S TITLE, INTEREST, OWNERSHIP (OR OTHER FORMS OF VESTING OF THE REAL PROPERTY IN DILLEY) OF ANY FORM OR CLAIMS OF ANY KIND THEY ARE HEREBY EXTINGUISHED, EXPUNGED AND ELIMINATED IN FAVOR OF FRONDORF AND HER ESTATE.

The Real Property is legally described as

Government Lot 2 and the Southwest 1/4 of the Northeast 1/4 of Section 5. Township 33 North, Range 5 East. WM.. EXCEPT County road right of way AND ALSO EXCEPT those portions conveyed to Skagit County, for road purposes by deeds dated February 8, 1937, and recorded March 9, 1937, under Auditor's File Nos. 287481 and 287482. Situate in the County of Skagit. State of Washington.

Inclusive of a 1980 Barrington Manufactured Home, 66x28, serial number 3556 (title eliminated) Property I.D. P17896

7). In Addition it is HEREBY ORDERED, ADJUDGED AND DECREED

all claims in the Civil Action by the Judy Moo Grant and Walter R. Moo, Jr. as Administrators of the Estate of Laura Frondorf (Plaintiffs) against Raymond Lee Dilley et ux, et al, and any and all past present and future counterclaims that have been or could have been made in the Civil Action by Dilley against the Estate of Laura Frondorf, Judy Moo Grant or Walter R. Moo, Jr., are to be fully settled and resolved by the Parties and this matter shall be dismissed with prejudice upon satisfaction of all the conditions and obligations herein and as set forth below in the CR 2A Settlement Agreement and General Release.

ORDER AND CR2A STIPULATED
AGREEMENT - 4

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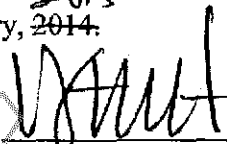


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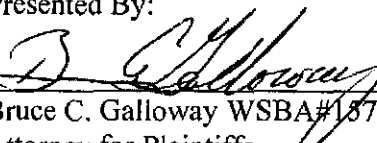
1 SEE EXHIBIT "A" (CR 2A Settlement Agreement and General Release) ATTACHED
2
3 HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR THE
4 BALANCE OF THE ORDER
5
6
7

8 Done in open Court this ²²~~15~~ day of January, ²⁰¹⁵~~2014~~.

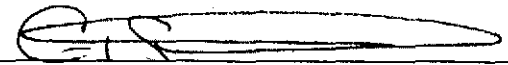
9 
10 Judge/Commissioner

JAN 22 2015

11 Presented By:

12 
13
14 Bruce C. Galloway WSBA#18765
15 Attorney for Plaintiffs
16

17 Presentment Waived

18 
19 Glenn St. Louis WSBA 25166
20 Attorney Defendant
21
22
23
24
25

ORDER AND CR2A STIPULATED
AGREEMENT - 5



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GALLOWAY LAW GROUP, PLLC

Mail: P.O. Box 425, Lake Stevens, WA 98258

Service: 12101 N. Lakeshore Dr., Lake Stevens, WA 98258

(425) 334-4400 Fax: 334-2149

CR 2A SETTLEMENT AGREEMENT AND GENERAL RELEASE

Judy F. Moo Grant & Walter R. Moo, Jr., as Administrators of the Estate of Laura Frondorf, Deceased (Estate) and Raymond Lee Dilley (Dilley) enter into the following Settlement Agreement and General Release ("Agreement"), as of January 11, 2015:

Preamble

WHEREAS, in June, 2014 Dilley and Laura Frondorf, purchased real property commonly known as 25406 Walker Valley Road, Mount Vernon, Skagit County Washington Skagit County Tax Parcel Numbers 33050500020009; 330505003008; Property I.D. No. P17895 (the Property) exclusively using funds taken from Laura Frondorf; and,

WHEREAS, when Dilley went to purchase the Property, in early May of 2014, he represented he was buying it on his own. However, in the last few days before consummating the purchase of the Property, he obtained all of the purchasing funds from Laura Frondorf; and,

WHEREAS, Dilley then included her as a purchaser and he obtained title to the property with her as Joint Tenants with a Rights of Survivorship (JTROS) rather than a constructive/nominal trustee of the real property for the benefit of the Estate of Laura Frondorf; and,

WHEREAS, Laura Frondorf died a few weeks after Dilley had her purchase the Property naming him as a JTROS and he attempted to obtained sole and exclusive claim to the property as a JTROS and denied his status as a constructive/nominal trustee for the Estate of Laura Frondorf,

WHEREAS, Dilley caused Laura Frondorf to sign a Power of Attorney on the day before she died; and,

WHEREAS, Dilley, using the Power of Attorney, and with assistance from his personal banker, took approximately \$1,262,000.00 in funds from Laura Frondorf's bank accounts held in Wells Fargo Bank Lake Stevens into his bank account in the Wells Fargo Bank in Marysville, Washington; and

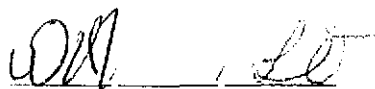
WHEREAS, Dilley left the State of Washington with a cashier's check drawn on his Wells Fargo Marysville Branch Bank account and transported approximately \$1,250,000.00 to a bank in Idaho where he opened an account solely in his name; and,

WHEREAS, Dilley then electronically transferred \$250,000.00 back to his Wells Fargo Marysville Branch Bank account in Marysville, Washington and had it deposited into an account held solely in his name; and

WHEREAS, Dilley, using the Power of Attorney, transferred several vehicles (trucks, trailers and so forth) from Laura Frondorf into his own name on the day of her death. Prior to her death, or his obtaining the Power of Attorney, Dilley also obtained title to vehicles at the expense of Laura Frondorf; and,

WHEREAS, the Estate filed a Complaint in the Snohomish County Superior Court (14-2-05204-7) alleging breach of fiduciary duty, fraud, conversion, undue influence, and outrage, all of which were denied in Dilley's Answer; and,

Settlement Agreement & Release
Estate of Frondorf & Raymond Dilley


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WHEREAS, the Estate sought and was awarded a Preliminary Injunction and Restraining Order from the Snohomish County Superior Court that held that the Estate was likely to prevail on the merits of the case, that Dilley had obtained possession of certain property and money, had converted it to his own use, purchased property with money that belonged to the Estate and moved out of state money that belonged to the Estate, which caused the Estate great injury; the Court ordered that Dilley pay approximately \$1,500,000.00 into the registry of the Court, and later ordered that Dilley sell all of his cattle and pay the proceeds into the registry of the Court. The Court further ordered that certain items of personal property be turned over to the Estate, some of which will be returned through this agreement (see below); and,

WHEREAS, upon execution of the seizure of the specified items of personal property, the Estate discovered that Dilley had not fully complied with the Court's Order by retaining a small herd of cattle on two neighbors' properties; and,

WHEREAS, Prior to trial both the Estate and Dilley decided to settle the lawsuit for possession and all Civil Matters between themselves regarding the real and personal property thereby resolving the Disputes amicably and to avoid the costs and risks of further litigation;

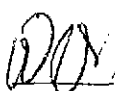

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the mutual covenants and agreements contained herein; and, for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Estate and Dilley agree as follows:

Agreement

By way of compromise and settlement, IT IS AGREED that:

- a) Snohomish County Superior Court is accepted by the parties as the Court with proper venue and jurisdiction;
- b) The Court may enter an Order, Judgment and Decree incorporating and encompassing the terms and conditions of this agreement by reference as if set forth in full in the Order, Judgment and Decree;
- c) All claims in the Action by the Estate against Dilley and any other claims both known or unknown or as set forth in the email from Galloway to attorney St. Louis on January 13, 2015, and any and all counterclaims that have been or could have been made in the Action by Dilley against the Estate, whether known or unknown are hereby fully settled and resolved on the following terms and conditions, effective upon satisfaction of all the conditions and obligations herein:
 - 1) Money: Upon the execution of this Agreement and all supporting documents hereto, by Dilley, the Estate shall pay the sum of Sixty Thousand Dollars (\$60,000.00) (U.S.) immediately to Dilley. Dilley in turn hereby waives any and all claims to or on any money that has been deposited into the Registry of the Snohomish County Superior Court, now estimated to be approximately \$1,308,881.04.
 - 2) The money now held in the Registry of the Court for Snohomish County shall be distributed returned to the Estate, and Dilley agrees to facilitate any necessary documents to effectuate the transfer of these funds.

Settlement Agreement & Release
Estate of Frondorf & Raymond Dilley

 
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- 3) The following vehicles shall be returned to and title transferred to the Estate free and clear of any and all claims by Dilley

<u>License</u>	<u>Title Number</u>	<u>Make</u>	<u>Year</u>	<u>Other Identifier</u>
B54312L	0920524719	CHEV	2009	SILVER P/U
2570XP	1207618803	C&B	2011	STOCK TRAILER
B50490H	1418214710	CHEV	2007	C2PU
7327UL	1418214710	TUFF	2008	UTILITY TRAILER
B43502V	1272838209	AMGEN	1970	UTLILITY

4000NH VIN 1WZL182198318898 CIRCLE J--- 1983 STOCK TRAILER

The parties agree to allow the Court to enter (as part of the Order with this Agreement) an Order directing the State of Washington Department of Licensing, Division of Vehicles and Vessels (Boats) Registration to vest title for each vehicle into the name of Judy Moo Grant and Walter R. Moo, Jr. as Personal Administrators for the Estate of Laura Frondorf

- 4) Personal Property: Dilley shall be allowed to recover the following personal property at his transportation expense:
- A Flat-Screen Television
 - The "Army Truck"
 - An 18' Trailer with Ramp
 - The "Shed on Wheels"
 - Any remaining unsold cattle that the Court had previously ordered to be sold or proceeds from the sale of cattle since January 1, 2015.
 - A Hay Baler
 - 6671U1 1418214709 FEATHERLITE 2008 STOCK TRAILER
 - Silver Panel Fencing around the front part of the Property
 - His Personal Clothes, Tools, and Household Effects
 - A John Deere Bulldozer

Storage fees and costs for all personal property shall be paid for by the estate until January 31, 2015. All fees and costs of storage of the aforementioned personal property shall be borne by Dilley commencing after January 31, 2015.

- 5) Real Property: Dilley, as a constructive/nominal Trustee of the real property, shall allow the Court to enter an Order Quieting Title to the disputed property located at 25406 Walker Valley Road, Mount Vernon, Skagit County Washington Skagit County Tax Parcel Numbers 33050500030008; 330505003008; Property I.D. No. P17895 (the Property) to the Estate of Laura Frondorf or under a Grantee's name to be provided by the Estate Administrators. The real property taxes shall be paid to the end of 2014. The title to the real property shall be free and clear of any and all encumbrances except:
- Those that existed at closing of the purchase from Skagit Bank on or about June 2, 2014; and
 - The Notice of Lis Pendens, filed by the Estate (which shall be revoked by the Court in its Order).

AS TO DILLEY'S TITLE, INTEREST, OWNERSHIP (OR OTHER FORMS OF VESTING OF THE REAL PROPERTY IN DILLEY) OF ANY FORM OR CLAIMS OF ANY KIND THEY ARE

Dilley initial *LC*



TO BE EXTINGUISHED, EXPUNGED AND ELIMINATED IN FAVOR OF FRONDORF AND HER ESTATE.

The Real Property is legally described as

Government Lot 2 and the Southwest 1/4 of the Northeast 1/4 of Section 5. Township 33 North, Range 5 East. W.M. EXCEPT County road right of way AND ALSO EXCEPT those portions conveyed to Skagit County, for road purposes by deeds dated February 8, 1937, and recorded March 9, 1937, under Auditor's File Nos. 287481 and 287482. Situate in the County of Skagit. State of Washington.

Tax Parcel Numbers 33050500020009; 330505003008; Property I.D. No. P17895

Inclusive of a 1980 Barrington Manufactured Home, 66x28; serial number 3556 (title eliminated) Property I.D. P17896

6) Occupancy, Care of Property and Termination of Tenancy:

- a) Dilley shall be allowed to continue possession of the Property, without payment of rent, until Midnight May 15, 2015 at which time he is to have vacated the Property. During this occupancy Dilley shall occupy the premises and the property as a tenant at sufferance and shall have no rights as a tenant under the Landlord Tenant Act RCW 59.18 et. seq.
- b) During the term of his occupancy of the Property Dilley shall:
 - i. pay all utility fees and charges as they come due. He shall maintain the property, the appliances, electrical, plumbing (including hot water tank and water filters), mechanical and heating systems in good condition;
 - ii. keep the well and drain field in functioning order, in compliance with all codes and in good repair;
 - iii. not allow any waste or damage to barns, out buildings, fencing, and corrals
 - iv. generally keep all other features of the property in marketable condition (for a resale purposes);
 - v. not incur any liens or encumbrances upon the property; and
 - vi. not allow any subletting of the Premises or pasture without the prior approval by the Estate. If subletting is allowed, all rents shall be paid to the Estate and not to Dilley.
- c) Any breach of these terms of occupancy shall be deemed a breach of the Agreement. The Estate shall provide Dilley with a 5 day Notice to cure the Breach. If the breach, as identified in the Notice is not cured within 5 days the Estate may, at its sole option, file the Confession of Judgment, without further Notice to Dilley. The Confession is addressed in Section 10) below and attached Hereto as Exhibit A and by this reference is included herein as if set forth in full.
- d) At the time of vacating the Property Dilley shall leave it in a broom swept clean condition and in a similar state as it was in when he took occupancy in June 2014. An earlier vacation of the property does not change any of Dilley's obligations contained herein, however an earlier vacation of the property (or abandonment) does terminate Dilley's right of occupancy without recourse against the Estate.
- e) In any event, if Dilley should intend on vacating the Property prior to May 15, 2015 he shall give the Estate a Seven (7) Day Notice of Intent to Vacate prior to the vacating the property.

- 7) Insurance of Personal Property and Care of Cattle: The Estate shall not be responsible for the insurance of Dilley's personal goods nor his cattle. Any losses incurred by Dilley, while in occupancy of the real property, shall be borne exclusively by him. Even when transporting the cattle off site, Dilley shall be responsible to ensure the safe keeping of his cattle. While the cattle are on site Dilley shall keep them fenced and contained on the property at all times. Any damage to the

Settlement Agreement & Release
Estate of Frondorf & Raymond Dilley

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property of others incurred as a result of the cattle straying off site shall be borne solely and exclusively at the cost of Dilley. Dilley hereby agrees to indemnify and hold the Estate harmless for any such damages or losses addressed in this section 8).

8) Inspection, Security and Damage Provision:

- a) Within 20 days of Dilley signing this Agreement, the Estate shall make an inspection of the Property coordinated with the legal counsel of Dilley.
- b) There shall be no delays created by Dilley for such an inspection so long as the Estate's proposed inspection is to be done during reasonable times of the day.
- c) During the inspection the Estate will identify items of waste, debris, garbage and property damage that are to be remedied, removed, disposed of or otherwise remediated by Dilley before he vacates the Property. The Estate may reasonably rely upon listing photos and other inspections of the property that existed prior to the Property being purchase in June 2014, and upon its own inspections since the commencement of this litigation to determine Property deficiencies, defects, damages, waste accumulation and additional deposits of debris and garbage that Dilley must remove upon vacating the Property.
- d) A check list of deficiencies to be corrected will be created by the Estate and provided to Dilley at the completion of the inspection. Aside from the items created by 8) c) above, the checklist will also verify the electrical, structural and mechanical portions of the property that are in good working order, such as but limited the items found in the standard real estate form renter's "check in list" and that list shall be provided to Dilley by the Estate.
- e) Upon surrender of the Property to the Estate, whether on May 15, 2015 or earlier, the Estate will inspect the property for its condition in comparison to the inspection.
- f) If the Property deficiencies are corrected and there is no new damage, in addition to the \$60,000.00 already paid, Dilley is entitled to an additional Fifteen Thousand Dollars (\$15,000.00 USD). The \$15,000.00 shall be paid with 20 days from the date that Dilley gives Notice to the Estate that he has vacated the Property (if prior to May 15, 2015) but not later than May 31, 2015 if he vacates on May 15, 2015 as set forth herein. If the property is damaged, Dilley's claim on this Security and Damage Provision is waived in its entirety.

9) Confession of Judgment: To ensure Dilley's performance of vacating the Property, in accordance with the terms and conditions of this Agreement, by no later than Midnight May 15, 2015. If Dilley does not vacate in accordance with this Settlement Agreement, the Estate may enter the Confession of Judgment (attached hereto as Exhibit A) without Notice to Dilley. The Confession of Judgment shall allow Judgment to be awarded including, attorney's fees and costs and costs incurred throughout the litigation and costs and fees associated with damage to the Property left by Dilley upon his vacating the Property as well as costs to enforce the Confession of Judgment. In addition the Confession of Judgment shall allow the Court to enter an order directing the Clerk of the Court to issue a Writ of Restitution to the Skagit County Sheriff in order to restore the premises to the Estate. The Confession of Judgment shall be held by the Galloway Law Group PLLC.

10) Attached COJ: Dilley has executed a Confession of Judgment (COJ) in favor of the Estate. The COJ is attached hereto as Exhibit A and by this reference made a part hereof. The COJ, if not required by the Estate for enforcement will be mailed to Dilley on May 27, 2015. by USPS at his last known address

General Provisions

Settlement Agreement & Release
Estate of Frondorf & Raymond Dilley

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- A. This Agreement is intended to resolve the disputes between the parties, including trial able issues of equity, fact and law.
- B. In the event of a breach of this Agreement, the prevailing party shall be entitled to recover his or her reasonable attorney fees incurred in connection with any lawsuit or arbitration arising out of, or concerning, such breach. The Lodestar rule shall not apply to the award if reasonable attorney's fees or costs.
- C. Snohomish County shall continue as the Venue for the enforcement of this Agreement. Interpretation of this Agreement shall be in accordance with the laws of the State of Washington.
- D. This Agreement may be executed in counterparts, with all counterparts being treated together as constituting a single document.
- E. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase or work herein, or the application thereof of any given circumstance, shall not affect the validity of any other provision of this Agreement.
- F. **Voluntary Agreement; Advice of Counsel.** All parties acknowledge that they have carefully read and considered each of the provisions of this Agreement, and have consulted or have had the opportunity to consult with legal counsel, and fully understand the extent and impact of all such provisions. This Agreement has been executed voluntarily and without coercion, undue influence, threats, or intimidation of any kind whatsoever.
- G. Investigation. All parties are executing this Agreement with the understanding there is no basis for asserting, now or later, that this Agreement should be set aside because a party entered into it without adequate time to perform any necessary pre-agreement, due diligence, or other circumstances which amount to any sort of duress or overreaching. All parties have been afforded the opportunity consult separately with lawyers on all respects of this Agreement.
- H. Time is of the essence to this agreement.
- I. This Agreement is valued on the basis of the claims forgiven by the Estate against Dilley and Claims forgiven by Dilley against the Estate so that the net financial gain to Dilley is \$250,000.00 including the cattle, free property occupancy, transfer of personal property, vehicles and equipment, cash proceeds in this settlement and cash not tendered to the Court by Dilley as Ordered in preliminary injunction proceedings under Snohomish County Superior Cause No. **14-2-05204-7**.
- J. There are no other verbal or oral agreements between the parties relating to the subject matter of the disputes referred to herein. Any such verbal or oral agreements have been consolidated into this agreement in full. Any modification to the terms of this agreement must be made in writing and signed by all parties or else the parties agree that the change will not be deemed effective. Any claimed waiver of this provision must be made in writing and cannot be created or made by actions, words or deeds of the parties, even if relied upon for a short or extended period of time. No waiver of this portion of the agreement may be treated as a permanent waiver unless it is made in writing and signed by all parties.
- K. Rules of Interpretation. This Agreement is the result of negotiations. The Estate and Dilley participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity

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Estate of Frondorf & Raymond Dilley

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or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Estate and Dilley Parties, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsman shall be applied against any person with respect to this Agreement. As such any defense of interpreting an agreement in the light most favorable to the non-drafting party is waived.

- L. Binding Effect: This agreement shall be binding upon and inure to the benefit of each of the signatories hereto.
- M. Authority to Sign: The Estate and Dilley each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement.
- N. Notices and Delivery of Documents:

- a) Notices and documents to the Estate shall be addressed to:

Bruce C. Galloway, Esq.
Galloway Law Group, PLLC
P.O. Box 425
Lake Stevens, WA 98258
bruce.galloway@frontier.com

- b) Notices and documents to Dilley shall be addressed to:

Raymond Dilley
25406 Walker Valley Road
Mount Vernon, WA

For such time as he remains, and to whatever forwarding address is provided by him thereafter.

- c) When Notices shall be deemed received:

- i) Immediately if sent by facsimile or email unless sent after 5:00 p.m. If sent on a weekend (which includes Fridays or holidays in the case of Galloway), then the next business day;
- ii) the following business day, if sent via overnight delivery;
- iii) in three business days, if sent via first-class mail; and
- iv) upon actual receipt, if sent via certified or registered mail.

M. Signature in Counterparts: This Agreement may be signed in counterparts with independent signatures of each Party representing the Mutual Acceptance of the Parties as of the date first set forth above.

Dated this <u>20</u> day of January ____ 2015	Dated this <u>13</u> day of January ____ 2015
Estate of Laura Frondorf, Deceased	

Settlement Agreement & Release
Estate of Frondorf & Raymond Dilley

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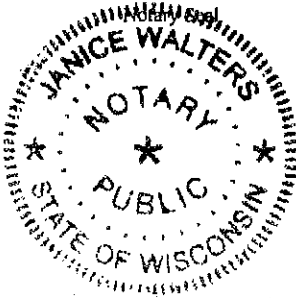

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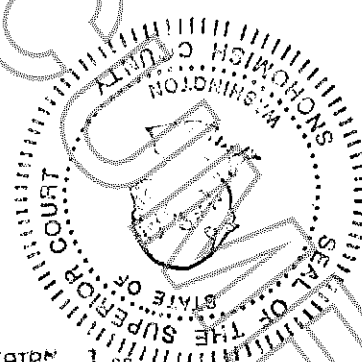
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<p><u>Walter R. Moo, Jr.</u> Walter R. Moo, Jr, Personal Representative</p>	<p><u>Raymond Lee Dilley</u> Raymond Lee Dilley</p>
<p>STATE OF <u>Wisconsin</u>)) ss. COUNTY OF <u>ADAMS</u>)</p> <p>I certify that I know or have satisfactory evidence that Walter R. Moo, Jr. is the person who appeared before me. Said person acknowledged that he signed this instrument under oath and stated that he was authorized to execute the instrument on behalf of the Estate of Laura Frondorf, and acknowledged it to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.</p> <p>Dated this <u>20th</u> day of <u>JANUARY</u>, 2015</p> <p><u>JANILE WALTERS</u> Print name: <u>Janile Walters</u> NOTARY PUBLIC in and for the State of <u>WISCONSIN</u> My commission expires: <u>7-25-2017</u></p> 	<p>STATE OF WASHINGTON)) ss. COUNTY OF <u>Snohomish</u>)</p> <p>I certify that I know or have satisfactory evidence that Raymond Lee Dilley is the person who appeared before me, and said person acknowledged that he signed this instrument. Under oath he stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.</p> <p>Dated this <u>13</u> day of <u>January</u>, 2015.</p> <p><u>Angel Katchka</u> Print name: <u>Angel Katchka</u> NOTARY PUBLIC in and for the State of <u>WASHINGTON</u> My commission expires: <u>8/19/18</u></p> 



UNOFFICIAL DOCUMENT



STATE OF WASHINGTON
COUNTY OF SNOHOMISH

I, SONYA KRASKI, Clerk of the above entitled Court,
do hereby certify that the foregoing instrument is a true
and correct copy of the original now on file in my office.

In witness whereof, I hereunto set my hand and the
Seal of the said

JAN 22 2015

Court this _____ day of _____, 20____

SONYA KRASKI, County Clerk

m. d. d. d. a. s. Deputy



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