



**COVER SHEET**

Return to:

**Myliisa R. Bode**, Paralegal to Peter R. Dworkin  
BELCHER SWANSON LAW FIRM  
900 DUPONT STREET  
BELLINGHAM, WA 98225

Document Title(s) (or transactions contained herein):

- 1. Full and Final Settlement and Release**

Reference No:

N/A

Parties to Full and Final Settlement and Release:

- 1. Boettner Family, LLC**
- 2. Todd D. Peterson**

Legal Description (abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

**A PORTION OF GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP  
36 NORTH, RANGE 3 EAST, W.M. records of Skagit County, WA.**

**A PORTION OF GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP  
36 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.**

Assessor's Parcel/Tax I.D. Number:

**P46993; P46992**

## FULL AND FINAL SETTLEMENT AND RELEASE

THIS FULL AND FINAL SETTLEMENT AND RELEASE is by and between TODD D. PETERSON ("Peterson") and BOETTNER FAMILY LLC ("Boettner") (collectively referred to as "the Parties") and is effective the date all parties have affixed their signatures hereto as evidenced below.

WHEREAS Peterson owns real property in Skagit County, Washington with the street address of 11285 Blue Heron Road, bearing Skagit County Assessor's Parcel No. P46993, which is legally described as outlined in Exhibit A hereto ("Peterson Parcel"),

WHEREAS Boettner owns real property in Skagit County, Washington with the street address of 11281 Blue Heron Road, bearing Skagit County Assessor's Parcel No. P46992, which is legally described as outlined in Exhibit B hereto ("Boettner Parcel");

WHEREAS A lawsuit was filed in Skagit County Superior Court, No. 12-2-00012-6 (the "Lawsuit") which was dismissed without prejudice by clerk's motion;

WHEREAS the Peterson and Boettner Parcels abut each other, and encroachments exist between the Parcels, some of which are depicted on a survey of record, recorded at Skagit County Auditor's Office File No. 200011130147 (Exhibit C) and some of which are outlined in the Lawsuit, including but not limited to a claim by Boettner of various Prescriptive Easements over the Peterson Parcel;

WHEREAS the Parties have now agreed to a resolution of all of the claims existing and/or asserted amongst them whether contained in the Lawsuit or not and the Parties desire to quiet title to their respective parcels as to all the claims between them, on their own behalf and on behalf of their successors, heirs and assigns;

NOW, THEREFORE, based upon valuable consideration in hand received, the sufficiency of which is acknowledged, the Parties agree as follows:

**A. Agreement**

1. Garage Encroachment. Peterson Agrees to allow the now-existing Boettner garage (depicted in the survey attached hereto as Exhibit C) to encroach into the building setbacks and over the property line onto the Peterson Parcel, to the extent it currently may do so. This agreement is not an easement and is not an agreement for any expansion of this garage. This agreement shall be considered a license which may be revoked by Peterson and/or his successors, heirs or assigns, only upon demolition or destruction of the existing garage, whether by voluntary means or not. Once the now-existing garage is removed, destroyed or demolished, it cannot be reconstructed in a manner encroaching onto the Peterson Parcel. If reconstruction of the garage is sought into the building setbacks, Boettner agrees to pursue the appropriate variances required to obtain such a reduction in setback.

2. Sprinkler Encroachment. Peterson shall, within 90 days of full execution of this Agreement by all parties, remove or have removed any and all irrigation/sprinkler lines which encroach from the Peterson Parcel onto the Boettner Parcel. Boettner hereby grants Peterson permission to conduct this work and Peterson agrees to place the Boettner property back into the condition it was prior to removal of the irrigation/sprinkler lines to the extent reasonable feasible.

3. Fence. Boettner agrees to the existing fence on the Property Line between the Boettner and Peterson Parcels, and through the release of claims below and execution of quitclaim deed required by this Agreement, Boettner waives any and all claim to an easement of any kind (prescriptive or otherwise) for access to the Boettner Parcel over the Peterson Parcel or for use of the Peterson Parcel for structures including but not limited to the garage.

4. Boettner will execute and record the Quitclaim Deed attached hereto as Exhibit D and return it to Peterson to be recorded with the Skagit County

Auditor. Boettner will also execute an excise tax affidavit as required for recordation of this Quitclaim Deed. The purpose of this Quitclaim Deed is to convey any and all claims that Boettner may have to possess, use, or access the Peterson Parcel, whether such claims are implied or prescriptive, and that such conveyance is intended to run with the land and bind Boettner's successors, heirs and assigns.

5. Boettner will execute (with proper attestations) the Release of Lis Pendens in the form as attached as Exhibit E and return it to Peterson for recordation with the Skagit County Auditor.

6. The Parties agree that no financial consideration is being exchanged for this agreement or for the Quitclaim Deed being executed.

7. The Parties agree that this Agreement is to be recorded with the Skagit County Auditor so as to place all third-parties and successors on notice that title has been quieted amongst and between each of them as to any and all encroachments existing on the date this Agreement is executed.

**B. Mutual Release**

The Parties for themselves and their respective heirs, assigns, devisees, agents, members, officers, shareholders, directors, affiliates, successors, and attorneys agree and confirm that this is a FULL AND FINAL RELEASE AND SETTLEMENT of all causes of action, claims, counterclaims, cross-claims and/or third-party claims, of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected that were or could have been by, between and/or amongst the Parties related to or arising out of the ownership and/or use of Boettner and/or Peterson Parcels.

Each Party assumes the risk that: (1) Our damages are greater than are suspected; (2) Our damages will increase in the future; and (3) We have damages that we are unaware of.

This Release is not an admission of liability and is not admissible in any action, lawsuit and/or legal proceeding of any nature by any Party.

**C. Miscellaneous**

1. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

2. **Entire Agreement.** There are no other verbal or other agreements, which modify or affect this Agreement. This Agreement supersedes all prior agreements by and between the Parties. The Parties specifically intend that this Agreement contains all of rights and obligations by and between the Parties.

3. **Agreement Runs with the Land – Benefit/Burden to Successors.** The provisions in this agreement address claims which are appurtenant to real property, including but not limited to the waiver of prescriptive and/or implied easement claims. The covenants contained in this agreement run with the land, and shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of the Parties hereto.

4. **Execution of Documents.** The Parties agree to execute any documents which may be necessary, appropriate or convenient to carry out the intent of the transaction contemplated by this Agreement.

5. **Authority.** The undersigned individuals and/or entities executing this Agreement on behalf of their respective parties represent and warrant that: (i) said individuals or entities are authorized to enter into and execute this Agreement on behalf of such parties; (ii) the appropriate corporate resolutions or other consents have been passed and/or obtained; and (iii) this Agreement shall be binding on the party on whose behalf each is executing this Agreement.

6. **Survival.** All of the terms and covenants in this Agreement shall survive the closing and delivery of any deed.

7. **Severability.** If any provision of this Agreement shall be deemed to be null and void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of this Agreement, which shall remain in full force and effect.

8. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of

Washington and the Parties agree that the Superior Court of Whatcom County shall be the appropriate jurisdiction and venue of any suit or proceeding brought concerning or in any way relating to this Agreement or the Property.

9. **Litigation Costs.** In any arbitration/suit arising out of or relating to this Agreement, the prevailing Party shall be entitled to all litigation expenses and costs, including (but not limited to) reasonable attorney's fees, expert witness fees, deposition and other discovery costs, and the arbitrator's fee.

10. **Signature in Counterparts and Fax.** This Agreement may be signed in counterparts. Faxed signatures shall have the same effect as originals.

11. **Amendment.** No change, addition, amendment, or modification of this Agreement shall be effective unless reduced to writing and executed by both parties.

12. **Headings.** Section headings are for reference only and shall not in any way affect the construction or interpretation of this Agreement.

13. **Neutral Authorship.** The parties to this Agreement have been given a full and adequate opportunity to review this Agreement, and obtain legal advice with respect to this Agreement if so desired. The Parties agree that no presumption construing this document in favor of either party shall apply.

The undersigned agree and acknowledge that they are or have had the opportunity to be represented by counsel of their choice, and understand the final and binding nature of this release. We have carefully read this Full and Final Release and sign the same freely and voluntarily.

BOETTNER FAMILY LLC



By: KARL BOETTNER  
Its: Managing Member  
Date Signed: 9-8-2015

TODD D. PETERSON, Individually  
Date Signed: \_\_\_\_\_

Washington and the Parties agree that the Superior Court of Whatcom County shall be the appropriate jurisdiction and venue of any suit or proceeding brought concerning or in any way relating to this Agreement or the Property.

9. **Litigation Costs.** In any arbitration/suit arising out of or relating to this Agreement, the prevailing Party shall be entitled to all litigation expenses and costs, including (but not limited to) reasonable attorney's fees, expert witness fees, deposition and other discovery costs, and the arbitrator's fee.

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The undersigned agree and acknowledge that they are or have had the opportunity to be represented by counsel of their choice, and understand the final and binding nature of this release. We have carefully read this Full and Final Release and sign the same freely and voluntarily.

BOETTNER FAMILY LLC



By: KARL BOETTNER  
Its: Managing Member  
Date Signed: 9-8-2015



TODD D. PETERSON, Individually  
Date Signed: 9-9-15

EXHIBIT A

That portion of Government Lot 2 of Section 25, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the meander corner between Sections 25 and 26 of said Township and Range thence South 87 degrees 33' East 351.2 feet; thence North 85 degrees 59' East 422.03 feet to the true point of beginning; thence North 85 degrees 59' East 50 feet; thence South 1 degree 30' West 238.1 feet; thence South 84 degrees 16' West 50.18 feet; thence North 1 degree 30' East 239.59 feet to the true point of beginning;

TOGETHER WITH all land lying North of the above described tract, between the North line thereof and the meander line and lying between the East and West lines of said Tract produced Northerly to said meander line;

TOGETHER WITH tidelands of the Second Class, as conveyed by the State of Washington, in front of, adjacent to or abutting on all the above described premises.

Tax Parcel No. P46993

EXHIBIT B

Part of Government Lot 2, Section 25, Township 36 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the meander corner at the Northwest corner of said Lot 2; thence South 87 degrees 33' East 351.2 feet; thence North 85 degrees 59' East, 371.8 feet to the true place of beginning of this description; thence from said place of beginning run North 85 degrees 59' East, 50.23 feet; thence South 1 degree 30' West 239.59 feet; thence South 84 degrees 16' West 50.41 feet; thence North 1 degree 30' East 241.1 feet to the place of beginning.

Also all land lying North of the above described land, between the North line thereof and the meander line and between the East and West lines of said tract produced Northerly to the meander line.

Also all tide lands of the second class situated in front of, adjacent to, or abutting on said described lands.

Subject to: Reservation of Minerals in Vol. 156 Deeds, P. 391; Easement in Vol 155 Deeds, P. 481 and Easement for road purposes of the South 30 feet of said property reserved in deeds through which title is claimed.

Situate in the county of Skagit, State of Washington.

Tax Parcel No. P46992



**WHEN RECORDED RETURN TO:**

PETER R. DWORKIN  
BELCHER SWANSON LAW FIRM, PLLC  
900 DUPONT STREET  
BELLINGHAM, WA 98225

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Document Title:	Quit Claim Deed
Grantor/borrower:	Boettner Family, LLC
Grantee/assignee/beneficiary:	Todd D. Peterson
Legal Description:	A PORTION OF GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. records of Skagit County, WA
Assessor's Tax Parcel ID#:	P46993

**QUIT CLAIM DEED**

**THE GRANTORS**, Boettner Family, LLC, for and in consideration to clear and quiet title (WAC 458-61A-215), conveys and quit claims to Todd D. Peterson, the following described real estate, situated in the County of Skagit, State of Washington including any interest therein which Grantor may hereafter acquire:

That portion of Government Lot 2 of Section 25, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the meander corner between Sections 25 and 26 of said Township and Range; thence South 87 degrees 33' East 351.2 feet; thence North 85 degrees 59' East 422.03 feet to the true point of beginning; thence North 85 degrees 59' East 50 feet; thence South 1 degree 30' West 238.1 feet; thence South 84 degrees 16' West 50.18 feet; thence North 1 degree 30' East 239.59 feet to the true point of beginning;

TOGETHER WITH all land lying North of the above described tract, between the North line thereof and the meander line and lying between the East and West lines of said Tract produced Northerly to said meander line;

TOGETHER WITH tidelands of the Second Class, as conveyed by the State of Washington, in front of, adjacent to or abutting on all the above described premises.

Situate in Skagit County, Washington.

Tax Parcel No. P46993



WHEN RECORDED RETURN TO:

PETER R. DWORKIN  
BELCHER SWANSON LAW FIRM, PLLC  
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Legal Description:	A PORTION OF GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. records of Skagit County, WA
Assessor's Tax Parcel ID#:	P46993

IN THE SUPERIOR COURT OF STATE OF WASHINGTON  
IN AND FOR SKAGIT COUNTY

BOETTNER FAMILY LLC,

Plaintiff,

vs.

TODD D. PETERSON and JANE DOE  
PETERSON, husband and wife and  
NORMAN E. PETERSON and JANE  
DOE PETERSON, husband and wife,

Defendants.

Case No.: 12-2-00012-6

RELEASE OF LIS PENDENS

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**NOTICE IS HEREBY GIVEN** that the **Lis Pendens** recorded by Boettner Family, LLC on January 10, 2012 under Skagit County Auditors file # 201201100034, is **released, cancelled and terminated.**

DATED this \_\_\_\_\_ day of September 2015.

BOETTNER FAMILY, LLC

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By: Karl Boettner  
Its: Managing Member

RELEASE OF LIS PENDENS - 1

Exhibit E, Page 1 of 2

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of September 2015, before me personally appeared Karl Boettner, to me known to be the Managing Member of the Boettner Family, LLC that executed the within and foregoing instrument to be the free and voluntary act and deed of said corporation 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 official seal the day and year first above written.

\_\_\_\_\_  
Printed name \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

RELEASE OF LIS PENDENS - 2