



201701200108

Skagit County Auditor

\$88.00

1/20/2017 Page

1 of 16 3:23PM

After Recording Return To:

Skagit Law Group, PLLC
P.O. Box 336
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2017252

JAN 20 2017

Amount Paid ~~\$0~~
Skagit Co. Treasurer
By *mm* Deputy

QUIT CLAIM DEED

GRANTORS: **MELANIE MADDY**, a married person as her separate estate;
DAYTON MADDY, a married person as his separate estate;
and **DARREN MADDY**, a unMarried person

GRANTEE: **JAMES D. VAN DELINDER**, Personal Representative of the
Estate of **BEVERLY S. MADDY**, Deceased

Abbreviated Legal: **FIRST TO SEDRO LT 16 EXC W 35 FT BLK 74 TGW W 1/2**
VAC GRAVES ST ADJ

Additional Legal on Page: Exhibit "A"

Assessor's Tax Parcel No: 4150-074-016-0007 (P76121)

THE GRANTORS, **MELANIE MADDY**, a married person as her separate estate;
DAYTON MADDY, a married person as his separate estate; and **DARREN MADDY**, a
unMarried person, being the surviving heirs to the estate of **THOMAS O.**
MADDY, deceased, and the residuary beneficiaries to **THE MADDY FAMILY TRUST**,
u/t/d/ 9/10/1997, pursuant to that certain Non-Judicial Binding Agreement filed under Skagit
County Superior Court Cause No. 15-2-00380-4 on July 27, 2016, and for no monetary
consideration, hereby convey and quitclaim to **JAMES D. VAN DELINDER**, in his capacity as
Personal Representative of the Estate of **BEVERLY S. MADDY**, Deceased, as GRANTEE
BEVERLY S. MADDY being the now deceased income beneficiary of the above-described
trust, all of Grantors' right, title, and interest in and to the following described real estate.

Quit Claim Deed

UNOFFICIAL DOCUMENT

together with any after-acquired title of the Grantors therein, situated in the County of Skagit,
State of Washington, legally described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

SUBJECT TO: Easements, restrictions, and reservations of record.

DATED effective: December 29, 2016.

Melanie Maddy
MELANIE MADDY
Dated: Sept. 22, 2016

Dayton Maddy
DAYTON MADDY
Dated: Sept 22, 2016

DARREN MADDY
Dated: _____

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } ss.

I certify that I know or have satisfactory evidence that **MELANIE MADDY** is the person who appeared before me, and said person acknowledged that she executed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22nd day of September, 2016.



Christina Robertson
Printed Name Christina Robertson
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 8/10/19

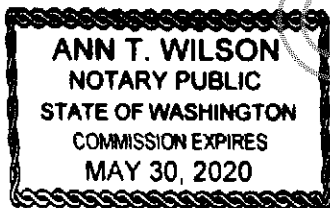
Quit Claim Deed

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

SS.

I certify that I know or have satisfactory evidence that **DAYTON MADDY** is the person who appeared before me, and said person acknowledged that he executed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22nd day of September, 2016.



Ann T. Wilson

Printed Name Ann T. Wilson
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 5/30/20

STATE OF TENNESSEE
COUNTY OF DICKSON

SS.

I certify that I know or have satisfactory evidence that **DARREN MADDY** is the person who appeared before me, and said person acknowledged that he executed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2016.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington
My Commission Expires _____

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

} SS.

I certify that I know or have satisfactory evidence that **DAYTON MADDY** is the person who appeared before me, and said person acknowledged that he executed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2016.

Printed Name

NOTARY PUBLIC in and for the State of Washington

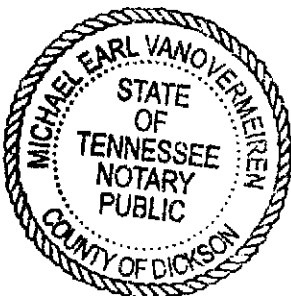
My Commission Expires _____

STATE OF TENNESSEE
COUNTY OF DICKSON

} SS.

I certify that I know or have satisfactory evidence that **DARREN MADDY** is the person who appeared before me, and said person acknowledged that he executed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29 day of December, 2016.



Printed Name Michael Earl VanOvermeiren
NOTARY PUBLIC in and for the State of ~~Washington~~ Tennessee
My Commission Expires 05-20-19

Quit Claim Deed

EXHIBIT "A"

Legal Description:

Lot 16, EXCEPT the West 35 feet thereof, Block 74, "First Addition to the Town of Sedro in Skagit County, Washington," as per plat recorded in Volume 3 of Plats, page 29, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated Graves Street adjoining which upon vacation, attached to said plat by operation of law.

EXCEPT those portions thereof conveyed to the City of Sedro Woolley by deeds recorded under Auditor's File Nos. 739860 and 7912070020.

Situate in the County of Skagit, State of Washington.

FILED

SKAGIT COUNTY SUPERIOR COURT

CLERK

SKAGIT COUNTY CLERK

MOUNT VERNON, WA

15-2-00380-4

Rept. Date 07/27/2016
Acct. Date 07/27/2016
Time 11:52 AM

Receipt/Item # 2016-01-14502/01
Trans-Code 1191
Docket-Code \$FFR
Cashier: KED

Paid By: ann t wilson, law office
Transaction Amount: \$20.00

FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

2016 JUL 27 AM 9:50

IN THE SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY

MELANIE MADDY, DAYTON MADDY and
DARREN MADDY,

Plaintiffs,

vs.

JAMES D. VANDERLINDER, individually
and in his capacity as personal representative of
the estate of Beverly S. Maddy; ANNETTE M.
MOUSEL, CARLA SINGLETON, and JENNY
GOSS, each in their capacity as named
Alternate Successor Trustees,

Defendants.

NO. 15-2-00380-4

MEMORANDUM OF NON-JUDICIAL
BINDING AGREEMENT

This Memorandum, filed under the authority of RCW 11.96A.230, summarizes the Non-Judicial Binding Agreement that all parties interested in this matter have entered into pursuant to RCW 11.96A.220 (the "Agreement"). Under the terms of the Agreement, the parties have agreed to (1) settle all claims and counterclaims, (2) dismiss the claims and counterclaims and (3) release each other from liability for all alleged acts and omissions. The effective date of the Agreement is July 15, 2016 and all parties have consented to and waived notice of the filing of this Memorandum in the Agreement.

MEMORANDUM OF NON-JUDICIAL BINDING AGREEMENT - 1

THE LAW OFFICES OF ANN T. WILSON
1420 Fifth Ave. Suite 3000
Seattle WA 98101
Phone: (206) 625-0990 • FAX: (206) 464-0461

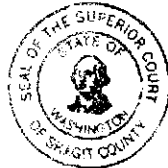
ORIGINAL

1
2 Dated: July 25, 2016.

3 LAW OFFICES OF ANN T. WILSON

4 By: Ann T. Wilson
5 Ann T. Wilson, WSBA #18213
6 1420 Fifth Avenue, Suite 3000
7 Seattle, WA 98101
8 ann@atwlegal.com
9 Attorney for Melanie Maddy, Dayton
10 Maddy, and Darren Maddy

11
12
13
14 I, MAVIS E. BETZ, Clerk of the Superior Court of
15 the State of Washington, for Skagit County, do
16 hereby certify that this is a true copy of the original
17 now on file in my office. Dated 12/2/2017



18 MAVIS E. BETZ, County Clerk

19 By: Jessica C. [Signature]
20 Deputy Clerk

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7
8 IN THE SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY

9 MELANIE MADDY, DAYTON MADDY and
10 DARREN MADDY,

11 Plaintiffs,

12 vs.

13 JAMES D. VANDERLINDER, individually
14 and in his capacity as personal representative of
15 the estate of Beverly S. Maddy; ANNETTE M.
MOUSEL, CARLA SINGLETON, and JENNY
GOSS, each in their capacity as named
Alternate Successor Trustees,

16 Defendants.
17

NO. 15-2-00380-4

NON-JUDICIAL BINDING
AGREEMENT

18 The Parties to this Non-Judicial Binding Agreement ("Agreement") desire to utilize the
19 procedures under RCW Chapter 11.96A for settlement of this dispute. This Agreement is being
20 entered into to avoid further expense and delay of arbitration and court proceedings, to resolve
21 more fully disputes among the Parties, and to clarify and establish the rights and interests of the
22 Parties. This Agreement is executed pursuant to RCW 11.96A.220. For good and valuable
23 consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, and for
24 the mutual promises and obligations contained herein, the Parties to this Agreement agree as
25 follows:
26

I. EFFECTIVE DATE

1 The "Effective Date" of this Agreement is the date on which the last Party has
2 executed the Agreement.

II. PARTIES

3 2. This Agreement relates to the above-entitled lawsuit, The Maddy Family Trust
4 ("Trust") and the Estate of Beverly S. Maddy being probated in Skagit County under Cause
5 Number 14-4-00377-3 ("Estate").

6 3. The Parties to this Agreement are:

- 7 a. James Van Delinder, Personal Representative of the Estate and
8 individually ("Jim");
- 9 b. Melanie Maddy, a Co-Trustee of the Trust, a beneficiary of the Trust and
10 individually ("Melanie");
- 11 c. Dayton Maddy, a beneficiary of the Trust and individually ("Dayton");
12 and
- 13 d. Darren Maddy, a beneficiary of the Trust and individually ("Darren").

14 4. Any of the foregoing persons may be referred to herein separately as a "Party" or
15 collectively as the "Parties." The Parties are all of the necessary parties to the Agreement under
16 RCW 11.96A.030 and are all of the parties entitled to notice under RCW 11.96A.110. As set
17 forth in RCW 11.96A.030, the matters addressed in this Agreement are appropriate for resolution
18 under the procedures authorized by RCW 11.96A.220. Each individual Party who is signing this
19 Agreement is acting on his or her own behalf, and as virtual representative of his or her heirs,
20 successors and assigns under RCW 11.96A.120.

III. SUBJECT MATTER

21 5. This matter concerns the alleged actions and alleged omissions of Beverly S.
22 Maddy as Trustee of the Trust, the distribution of the Trust, division of the Trust property and
23 division of property held by Beverly S. Maddy individually at the time of her death.

1 6. Disputes have arisen between the Parties regarding whether Beverly acted
2 appropriately in dividing the Trust assets after the death of her husband, Thomas O. Maddy and
3 the distribution of the Trust assets following her death.

4 7. Melanie, Dayton, and Darren filed a Creditor's Claim in the Estate in September
5 2015.

6 8. Melanie, Dayton, and Darren also filed an amended complaint in the above-
7 entitled action on September 21, 2015.

8 9. Jim and the Estate filed a Motion for Summary Judgment. The Court entered an
9 Order on February 5, 2016 which in part held that all of the claims were subject to TEDRA and
10 ordering that all the claims be submitted to arbitration.

11 10. The Parties engaged in mediation on May 9, 2016 with the Hon. Larry Jordan
12 (Ret.). Following that mediation, the Parties continued to discuss settlement.

13 11. All of the disagreements and claims among the Parties to this Agreement under
14 Skagit County Cause No. 15-2-00380-4 and Skagit County Cause No. 14-4-00377-3 have now
15 been resolved.

16 IV. JURISDICTION

17 12. Pursuant to RCW 11.96A.040, the Court has jurisdiction over the Parties, the
18 subject matter of the dispute and this Agreement on the grounds that it involves the
19 determination of questions arising from the actions of Beverly Maddy as Trustee and a Creditor's
20 Claim filed in the Estate.

21 13. If a Court should determine that the subject matter of this dispute does not come
22 within the definition of "matter" in RCW 11.96A.030(2), then this Agreement nevertheless shall
23 be a fully valid and binding agreement between all of the Parties executing this Agreement.

24 V. AGREEMENT

25 The Parties agree to the following terms and conditions:
26

1 14. Jim shall pay to the Law Offices of Ann T. Wilson IOLTA Account for the
2 benefit of Melanie, Dayton, and Darren the sum of \$163,000 within five (5) days of the Effective
3 Date of this Agreement.

4 15. Melanie, Darren and Dayton will quit claim any interest in the Sterling Street
5 property which is more particularly described as:

6 LOT 16, EXCEPT THE WEST 35 FEET THEREOF, BLOCK 74,
7 "FIRST ADDITION TO THE TOWN OF SEDRO IN SKAGIT
8 COUNTY, WASHINGTON," AS PER PLAT RECORDED IN
9 VOLUME 3 OF PLATS, PAGE 29 RECORDS OF SKAGIT
10 COUNTY WASHINGTON.
11 TOGETHER WITH THAT PORTION OF THE VACATED
12 GRAVES STREET ADJOINING WHICH UPON VACATION,
13 ATTACHED TO SAID PLAT BY OPERATION OF LAW
14 EXCEPT THOSE PORTIONS THEREOF CONVEYED TO THE
15 CITY OF SEDRO WOOLLEY BY DEEDS RECORDED
16 UNDER AUDITOR'S FILE NOS. 739860 AND 7912070020.

17 to Jim as Personal Representative of the Estate.

18 16. Melanie, Darren, and Dayton will quit claim any interest in the Nature View
19 Property which is more particularly described as:

20 TRACT 8 OF SKAGIT COUNTY SHORT PLAT NO. 503-80,
21 APPROVED JUNE 10, 1980, RECORDED JUNE 11, 1980, IN
22 VOLUME 4 OF SHORT PLATS, PAGE 111, UNDER
23 AUDITOR'S FILE NO. 8006110024, RECORDS OF SKAGIT
24 COUNTY, WASHINGTON, BEING A PORTION OF SECTION
25 36, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.

26 to Jim as Personal Representative of the Estate.

17. Except as provided in Paragraph 31 below, the Parties acknowledge and agree
that no party shall be required to pay any attorney's fees or costs of any kind incurred by any
other party with respect to this matter.

18. Following execution of this Agreement by all of the Parties, Melanie, Dayton, and
Darren shall dismiss the Amended Complaint with prejudice and file a Receipt for Payment of
Creditor Claim in Full in the Estate.

19. The Parties and their heirs, successors, assigns, and agents agree to irrevocably,
unconditionally and mutually release, acquit, waive, forever discharge and covenant not to sue

1 the other directly or indirectly with respect to any and all charges, complaints, suits, claims,
2 counterclaims, rights, liabilities, demands, debts, compensation, amounts due, sums of money,
3 accounts, liens, actions, causes of action, damages, costs, expenses, incidental, consequential or
4 punitive damages, attorneys' fees, costs or any other thing whatsoever, from the beginning of
5 time through the date of this Agreement, whether known or unknown, suspected or unsuspected,
6 both in law and in equity.

7 20. The Parties will execute all other documents and will cooperate with each other to
8 provide whatever additional information or assistance that may be needed to implement this
9 Agreement and effectuate the Parties intent to settle and release all claims against each other.

10 21. This Agreement and other documents, if any, necessary to implement this
11 Agreement shall constitute the entire and exclusive agreement among these Parties with respect
12 to the subject matter herein, and supersede all prior communications, representations,
13 understandings, commitments and agreements, oral or written, between the Parties and their
14 counsel with respect thereto. No amendment, modification, change or alteration of this
15 Agreement shall be effective unless made in writing and signed by all of the Parties.

16 22. Each Party acknowledges that this Agreement is valid and binding upon and shall
17 inure to the benefit of the Parties and their respective heirs, successors, assigns, subsidiaries,
18 affiliates, partners, principals, agents, subrogees, insurers, and attorneys.

19 23. In the event that any provision of this Agreement should be held to be void,
20 voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

21 24. Each of the undersigned acknowledges and represents that he or she has read the
22 Agreement, and has reviewed the same with his or her counsel or has been given the opportunity
23 to do so and has done so or has knowingly elected not to. This Agreement is the result of
24 negotiation between the Parties, each of whom has participated in the negotiations of this
25 Agreement, through his, her or its respective counsel. No term of this Agreement shall be
26 construed against any Party on the grounds that the Party is deemed to be the drafter.

1 25. This Agreement may be executed in counterparts and when each Party has signed
2 and delivered at least one such counterpart, each counterpart shall be deemed an original, and,
3 when taken together with the other signed counterparts, shall constitute one agreement, which
4 shall be binding upon and effective as to all Parties. Facsimile or electronic transmission of any
5 signed original document, and re-transmission of any signed facsimile or electronic transmission,
6 shall be the same as delivery of an original. At the request of any Party, the Parties will confirm
7 facsimile transmitted signatures by signing and delivering an original document.

8 26. Notwithstanding the foregoing terms, the mutual releases in paragraph 19 above
9 shall not release (a) the Parties from their obligations under the terms of this Agreement or (b)
10 any claim for enforcement or breach of this Agreement or of other documents necessary to
11 implement this Agreement.

12 27. This Agreement shall in all respects be interpreted, enforced, and governed under
13 the laws of the State of Washington.

14 28. If a dispute arises under or in regard to this Agreement or other documents
15 necessary to implement this Agreement, the Parties agree to first try to resolve the dispute
16 between themselves, and failing good faith efforts to do so, shall submit the dispute in writing to
17 Larry Jordan as arbitrator.

18 29. A Memorandum of the terms of this Agreement shall be filed with the Skagit
19 County Superior Court by Melanie, Dayton, and Darren as authorized by RCW 11.96A.220 and
20 11.96A.230. The filing of the Memorandum shall cause the Agreement to be deemed approved
21 and equivalent to a final Court Order binding on all the Parties. Each Party to this Agreement
22 hereby waives notice of the filing of the Memorandum, and each Party acknowledges that he or
23 she understands that the Memorandum, when filed, shall be equivalent of a Court Order binding
24 on each Party, all persons such party virtually represents under RCW 11.96A.120, and his or her
25 heirs, personal representatives, successors and assigns, effective upon the date of filing.

1 30. Larry Jordan's arbitration rulings will be final and non-appealable, and the
2 prevailing party will be entitled to its reasonable attorney fees and costs.

3 31. Each Party represents and warrants that the Party has not pledged or assigned any
4 Claim against any other Party.

5 IN WITNESS WHEREOF, the Parties hereunder have executed this Agreement in their
6 respective capacities as described above:

7
8 James Van Derlinder
9 James Van Derlinder, Personal
10 Representative and Individually

7-15-16
Date

11
12 Melanie Maddy

Date

13
14
15 Dayton Maddy

Date

16
17
18
19
20 Darren Maddy

Date

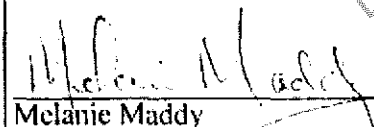
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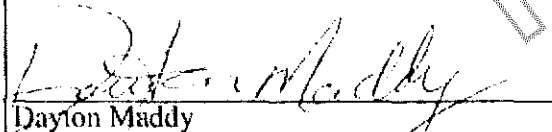
5 IN WITNESS WHEREOF, the Parties hereunder have executed this Agreement in their
6 respective capacities as described above:

7
8
9 James Van Derlinder, Personal
Representative and Individually

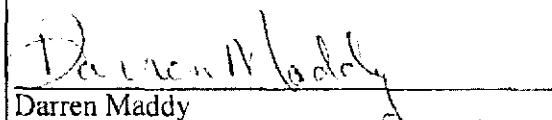
Date

10
11 
12 Melanie Maddy

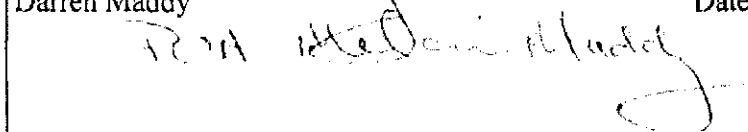
July 13, 2016
Date

13
14 
15 Dayton Maddy

July 13, 2016
Date

16
17
18
19 
20 Darren Maddy

July 13, 2016
Date

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