



Skagit County Auditor

\$82.00

5/3/2018 Page

1 of

9 9:26AM

Return To:  
Gary L. Baker  
Attorney at Law  
1802 Grove St.  
Marysville, WA 98270

Document Title: Nonjudicial Binding Agreement

Reference Number:

Grantor(s):

additional grantor names on page \_\_\_

1. Rodger Felton

2.

Grantee(s):

additional grantee names on page \_\_\_

1. Freida Anna Eng

2.

Abbreviated legal description:

full legal on page(s) \_\_\_

Lot 1, Cascade River Park No. 3, Recorded in  
Volume 9 of Plats, Pages 22-24 Records  
of Skagit County, WA

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_

P 63875

**CERTIFIED  
COPY**

**FILED**

2018 MAR 21 PM 4:13

SONYA KRASKI  
COUNTY CLERK  
SNOHOMISH CO. WASH

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**SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY**

In Re the  
TRUST OF LORELLE M. AND ANNE M.  
NELSON, dated September 25, 1998

No. 17-4-01421-31

In Re:  
NELSON TRUST

No. 17-4-01190-31

**NONJUDICIAL BINDING  
AGREEMENT (RCW 11.96A.220)**

This Agreement is made pursuant to the authority granted under RCW 11.96A.220, by FREIDA ENG ("Freida"), Trustee and equal residuary beneficiary of the Trust of Lorelle M. and Anne M. Nelson, dated September 25, 1998 (the "Trust"), and RODGER FELTON ("Rodger"), an equal residuary beneficiary of the Trust, who are herein collectively referred to as the "Parties" and individually as a "Party." The Agreement shall be effective as of the date the last of the Parties executes the Agreement.

**RECITALS**

1. Lorelle M. and Anne M. Nelson, a married couple, created the Trust of Lorelle M. and Anne M. Nelson (the "Trust") on September 25, 1998.

**ORIGINAL**



1 division of Trust owned property, Judge Ronald L. Castleberry shall divide the Trust owned  
2 property in accordance with paragraph 11, below. Upon tender of the payment check, Freida  
3 Eng shall transfer to Rodger Felton all keys and access codes to the residence and Roger  
4 Felton shall thereafter have sole possession of the residence. Until that time, the Trust shall  
5 be responsible to pay all expenses of the residence.

6 4. Skagit County Parcel P63875 to Freida Eng. Rodger Felton shall transfer his  
7 interest in the property located at Skagit County Parcel P63875 to Freida Eng via Quit Claim  
8 Deed concurrent with payment of the \$265,500 described in paragraph 1. Rodger Felton will  
9 take all necessary steps and pay all costs and fees associated with the transfer of the property  
10 and recordation of the deed.

11 5. Skagit County Parcel P63788 to Rodger Felton. Freida Eng shall transfer her  
12 interest in the property located at Skagit County Parcel P63788 to Rodger Felton via Quit  
13 Claim Deed concurrent with payment of the \$265,500 described in paragraph 1. Freida Eng  
14 will take all necessary steps and pay all costs and fees associated with the transfer of the  
15 property and recordation of the deed.

16 6. Termination of Trust of Lorelle M. and Anne M. Nelson, dated September 25,  
17 1998. Upon transfer of the funds and real estate described in paragraphs 1-4, the Trust of  
18 Lorelle M. Nelson and Anne M. Nelson shall be terminated.

19 7. Dismissal of Pending Actions. Upon transfer of the funds and real estate  
20 described in paragraphs 1-4, the Parties respective counsel, namely Tiffany R. Gorton and  
21 Gary Baker will sign an agreed order dismissing, with prejudice, the TEDRA petition  
22 currently pending under Snohomish County Cause No. 17-4-01190-31 and the matter pending  
23 under Snohomish County Cause No. 17-4-01421-31.

24 8. Mutual Releases. Except to enforce the terms of this Agreement, each of the  
25 respective Parties to this Agreement, in all of their capacities, along with their agents, assigns,  
26 successors and heirs, hereby releases and forever discharges the other Parties and their

1 respective agents and attorneys from all claims, causes of action or lawsuits of any kind or  
2 nature, or otherwise arising from or in any way related to the subject matter of this action,  
3 including but not limited to any claim relating to *In Re the Trust of Lorelle M. and Anne M.*  
4 *Nelson, dated September 25, 1998*, Snohomish County Superior Court Cause No. 17-4-  
5 01421-31, and *In Re Nelson Trust*, Snohomish County Superior Court Cause No. 17-4-01190-  
6 31, whether presently known or unknown. This release is intended to be as broad and general  
7 as Washington law permits.

8 9. Complete Compromise. It is agreed and understood that this Agreement is a  
9 compromise of disputed claims and defenses, that this settlement is being made in order to  
10 avoid the costs of protracted litigation, that this Agreement is not to be construed as an  
11 admission of fault or liability or of the truth of any issue of fact on the part of any of the  
12 Parties herein, and that such Parties expressly deny fault and liability. The Parties represent,  
13 warrant and agree that, as of the execution of this Agreement, they understand that they are  
14 releasing potentially unknown claims; that these releases are knowingly and fairly made; and  
15 that they are aware that they may have limited knowledge with respect to certain released  
16 claims. The Parties specifically allocate the risk of any mistake by any Party in entering into  
17 this Agreement to the Party or Parties who later claim they were mistaken about any aspect of  
18 their dispute in this Agreement.

19 10. Effective Agreement. This Agreement is a nonjudicial binding agreement,  
20 which shall have the same effect as a court decree, as described in RCW 11.96A.220. The  
21 Parties recognize that this Agreement will become legal and effective upon signature of the  
22 Parties, and they agree that any notice or waiting period required under RCW 11.96A.230 and  
23 RCW 11.96A.240 is hereby waived. Each Party hereto covenants and agrees that the terms  
24 hereof shall be enforceable as a nonjudicial binding agreement and shall be further  
25 enforceable as an executory contract. Each Party acknowledges receipt of sufficient  
26 consideration for the enforcement of the promises contained herein. Each Party

1 acknowledges that such Party has either been represented by independent counsel or  
2 acknowledges that they have been advised to seek the advice of independent counsel, and that  
3 each Party has conducted such investigation of the facts and circumstances as are appropriate.  
4 Tiffany R. Gorton of Kutscher Hereford Bertram Burkart PLLC is the attorney for Freida  
5 Eng. Gary L. Baker of Baker Law Firm, P.S., is the attorney for Rodger Felton. The Parties  
6 have been actively represented by counsel throughout the negotiations leading to this  
7 Agreement and have had the opportunity to contribute to the drafting of this Agreement.  
8 Consequently, the usual rules of construction of documents against the interest of the Party  
9 drafting the same are hereby waived, and the Parties stipulate that this Agreement and the  
10 documents contemplated hereby be construed in accordance with the intent of the Parties  
11 expressed herein.

12 11. Further Assurances. Each Party hereby agrees to do all acts and execute and  
13 deliver such written instruments as may be necessary to carry out the terms and provisions of  
14 this Agreement.

15 12. Resolution of Any Disputes. Any dispute about the construction of this  
16 agreement or the enforcement of its terms will be submitted to Judge Ronald L. Castleberry  
17 (Ret.) for binding arbitration. His decision shall be final and not subject to appeal, and, in the  
18 event of a dispute, he may exercise his discretion to award attorneys' fees, arbitrator fees,  
19 costs and expenses to the prevailing Party.

20 13. Voluntary Execution. In executing this Agreement, the Parties unconditionally  
21 acknowledge and agree that they (i) had a sufficient period to consider and review this  
22 Agreement before signing it; (ii) carefully read this Agreement; (iii) had the opportunity to  
23 consult with, and seek the advice of, duly licensed and competent attorneys; (iv) have  
24 executed this Agreement after independent investigation, and without fraud, duress, or undue  
25 influence; (v) fully understand this Agreement and are entering into it voluntarily; and (vi)  
26 attest that they have the capacity to enter into, and are competent to execute this Agreement.

1           14.    Severability. If any provision of this Agreement or the application of any such  
2 provision to any such person or circumstance shall be held invalid, illegal or unenforceable in  
3 any respect by a Court of competent jurisdiction, such invalidity, illegality, or  
4 unenforceability shall not affect any other provision hereof.

5           15.    Governing Law. This Agreement shall be governed and construed in  
6 accordance with the laws of the State of Washington.

7           16.    Heirs and Successors. All of the rights and obligations of any Party to this  
8 Agreement shall be binding upon and for the benefit of the Parties' heirs, beneficiaries,  
9 executors, administrators, or any other successor-in-interest. This Agreement shall be for the  
10 benefit of both the original Parties and anyone who may inherit or receive the property from  
11 the original Parties.

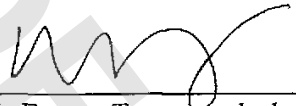
12           17.    Counterparts/Facsimile. This Agreement may be executed in one or more  
13 counterparts, all of which shall be considered one and the same agreement, and shall become  
14 effective when one or more such counterparts have been signed by each of the Parties. The  
15 execution of this Agreement by facsimile transmission shall be valid and binding.

16           18.    Filing. This Agreement or a memorandum summarizing the provisions of this  
17 Agreement may be filed with the Superior Court of Snohomish County as provided in RCW  
18 11.96A.230. All persons signing this Agreement waive the requirement of notice of filing of  
19 this Agreement, and therefore agree that upon filing this Agreement with the Clerk of the  
20 Superior Court of Snohomish County, it shall be equivalent to a final court order binding on  
21 all Parties.

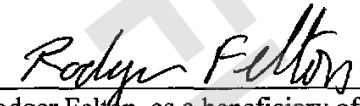
22           19.    Doctrine of Virtual Representation; Binding Effect. Consistent with RCW  
23 11.96A.120 and common law, all persons signing this Agreement shall virtually represent the  
24 distributees, heirs, issue, or other kindred of the person, and the Party's signature shall  
25 constitute the signature of all person whom the Party virtually represents, and all such  
26 virtually represented persons shall be bound by this Agreement. To the extent permitted by

1 law, this Agreement is binding upon and shall inure to the benefit of the respective Parties,  
2 and their legal representatives, successors, assigns and heirs.

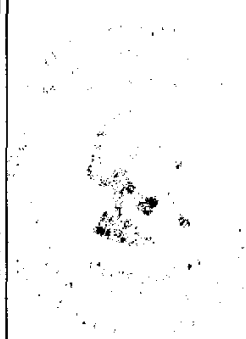
3 Each of the Parties certifies under penalty of perjury under the laws of the State of  
4 Washington that the foregoing is true and correct.

5   
6 \_\_\_\_\_  
7 Freida Eng, as Trustee and a beneficiary  
8 of the Trust

\_\_\_\_\_ 11/12, 2018  
Dated

9   
10 \_\_\_\_\_  
11 Rodger Felton, as a beneficiary of the Trust

\_\_\_\_\_ 01-12, 2018  
Dated



UNOFFICIAL DOCUMENT



STATE OF WASHINGTON }  
COUNTY OF SNOHOMISH } ss.

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

Court this 21 day of MAY, 2018  
SONYA KRASKI, County Clerk

M. C. [Signature] Deputy