

Requested by and Return to:
Fidelity National Agency Solutions
6500 Pinecrest Drive, Suite 600
Plano, Tx 75024

AVE-1934906R

**Document Title(s): STIPULATION AND ORDER RELEASING FUNDS AND
FOR DISMISSAL OF ALL CLAIMS**

Grantor(s): ISLAND COUNTY

**Assessor's Property Tax Parcel/Account Number: P62064 AND 3862-000-067-
0001**

Grantee(s): BRIAN T LAGASSE

Legal Description (Abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)
PARCEL A:

THAT PORTION OF TRACT E, BIG LAKE WATER FRONT TRACTS, ACCORDING TO THE PLAT,
RECORDED IN VOLUME 4 OF PLATS, PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT E;

THENCE SOUTHEASTERLY ALONG THE WEST LINE OF BIG LAKE BOULEVARD 100 FEET;

THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID TRACT E 60 FEET;

THENCE NORTHWESTERLY PARALLEL WITH BIG LAKE BOULEVARD 100 FEET TO THE NORTH LINE
OF SAID TRACT E;

THENCE EAST ALONG SAID NORTH LINE 60 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF TRACT D, BIG LAKE WATER FRONT TRACTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF TRACT D AND THE WESTERLY LINE OF BIG LAKE BOULEVARD AS PLATTED AND LAID OUT IN THE PLAT OF BIG LAKE WATER FRONT TRACTS;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF BIG LAKE BOULEVARD 18 FEET;

THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF TRACT D WHICH IS 60 FEET WEST OF THE POINT OF BEGINNING;

THENCE EAST ALONG THE SOUTH LINE OF TRACT D TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF TRACT D, BIG LAKE WATER FRONT TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF TRACT D WITH THE WEST RIGHT-OF-WAY LINE OF WEST BIG LAKE BLVD.:

THENCE NORTH 25°20'45" WEST ALONG SAID WEST LINE, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING THE NORTHEAST CORNER OF THAT PORTION OF TRACT D DESCRIBED IN CONTRACT FOR SALE BETWEEN LLOYD AND HULDA NELSON AND NORMAN AND MARY YEAGER RECORDED UNDER AUDITOR'S FILE NO. 691580, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE CONTINUING NORTH 25°20'45" WEST ALONG THE WEST LINE OF BIG LAKE BLVD., A DISTANCE OF 7.52 FEET;

THENCE SOUTH 69°01'09" WEST, A DISTANCE OF 47.96 FEET;

THENCE SOUTH 32°39'07" WEST, A DISTANCE OF 7.95 FEET TO THE SOUTH LINE OF SAID TRACT D AT THE NORTHWESTERLY CORNER OF THAT PORTION OF TRACT D DESCRIBED IN SAID CONTRACT FOR SALE RECORDED UNDER AUDITOR'S FILE-NO. 691580, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE NORTH 71°55'12" EAST, A DISTANCE OF 55.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Assessor's Property Tax Parcel/Account Number: P62064 AND 3862-000-067-0001

The auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

12/18/2017

I, MELISSA BEATON, Clerk of the Superior Court of the State of Washington, for Skagit County, do hereby certify that this is a true copy of the original now on file in my office. Dated 12/30/17



MELISSA BEATON, County Clerk
By: [Signature]
Deputy Clerk

SKAGIT COUNTY, WASH
FILED

DEC 14 2017

MAVIS E. BETZ, CO. CLERK
Deputy

12-2-02240-5
OROF
Order to Disburse Funds
2262802



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

ISLAND COUNTY DEPUTY SHERIFF'S
GUILD, a collective bargaining unit; and
HARRY W. UNCAPHER, LEIF R.
HAUGEN, RICK NORRIE and BRIAN
LEGASSE, individually,

NO. 12-2-02240-5

STIPULATION AND ORDER
RELEASING FUNDS AND FOR
DISMISSAL OF ALL CLAIMS

Plaintiffs,

vs.

(CLERK'S ACTION REQUIRED)

13

ISLAND COUNTY, a Political Subdivision
and Charter County of the State of
Washington,

Defendants.

I. STIPULATION

The parties hereto, by and through their respective counsel, stipulate that all claims and causes of action in the above captioned matter have been compromised and settled pursuant to a CR 2A Agreements dated August 16, 2017, which are attached hereto as Exhibits A and B; and that pursuant to the CR 2A Agreements, the subjoined order may be entered.

It is further stipulated that all parties waive notice of presentation of the subjoined order.

Stipulation dated this 12th day of December, 2017.

Stipulation and Order
Pg.1

LAW OFFICE OF
Christon C. Skinner, P.S.
791 SE Barrington Drive
Oak Harbor WA 98277

12/18/2017

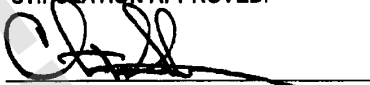
Tel. (360) 679 1240 · Fax (360) 679 9131

ORIGINAL

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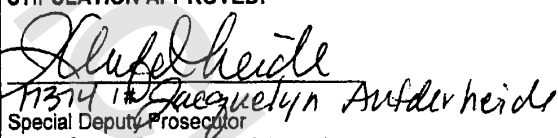
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STIPULATION APPROVED:



CHRISTON C. SKINNER / #9515
Law Office of Christon C. Skinner, P.S.,
Attorneys for Plaintiffs

STIPULATION APPROVED:



Special Deputy Prosecutor
Island County Prosecuting Attorney's
Office appointed pursuant to RCW
36.27.040
Attorney for Defendant

II. ORDER

Based on the foregoing stipulation, it is hereby ORDERED:

1. The claims and causes of action of the Plaintiffs, the Island County Deputy Sheriff's Guild, Brian Legasse, Rick Norrie, Harry Uncapher, and Leif Haugen, which claims are identified in the Complaint filed in this case and in other pleadings and motions, shall each be dismissed with prejudice and with costs allowed; but only to the extent set forth in the Parties' Stipulation.

2. The claims of the Defendant, Island County, Washington, against the Island County Deputy Sheriff's Guild, Brian Legasse, Rick Norrie, Harry Uncapher, and Leif Haugen identified in the Defendant's Counterclaim and as may have been asserted in other pleadings during the course of these proceedings, including the Defendant's

Stipulation and Order
Pg.2

LAW OFFICE OF
Christon C. Skinner, P.S.
791 SE Barrington Drive
Oak Harbor WA 98277
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12/18/2017

1 claim for attorney's fees related to the Plaintiffs' request and receipt of a Temporary
2 Injunction shall each be dismissed with prejudice and without any costs.

3 3. The sum of **\$9,166.71** being held by the Clerk of Court pursuant to the terms
4 of the Order entered in this cause on November 19, 2015, and as evidenced by the
5 attached receipt which is marked as Exhibit C shall be returned to Plaintiff, Brian
6 Legasse by the Clerk of the Skagit County Superior Court within three (3) business
7 days of the entry of this Order. Said funds shall be returned to Plaintiff, Brian Legasse,
8 free and clear of any and all claims, causes of action or other encumbrances that may
9 have arisen from, or which may be related to, any claim asserted by any party to this
10 proceeding.

11 4. The sum of **\$5,000.00** being held by the clerk of the court pursuant to the
12 terms of the Order on Show Cause entered in this cause on June 10, 2015, shall be
13 paid to the Plaintiff, Island County Deputy Sheriff's Guild within three (3) business days
14 of the entry of this Order. Said funds shall be paid to the Plaintiff, Island County
15 Deputy Sheriff's Guild free and clear of any and all claims, causes of action or other
16 encumbrances that may have arisen from, or which may be related to, any claim
17 asserted by any party to this proceeding.

18 5. All judgments entered by the this court in favor of the Plaintiffs, or any one
19 of them, shall be vacated and of no force or effect and the Clerk of the Court is
20 directed to make any appropriate entry in the court records to reflect the fact that all
21 judgments granted in favor of the Plaintiffs, or any one of them are VACATED.

22 6. All judgments entered by the this court in favor of the Defendant, shall be
23 vacated and of no force or effect and the Clerk of the Court is directed to make any
24 appropriate entry in the court records to reflect the fact that all judgments granted in
25 favor of the Defendant, are VACATED.

26 7. Each of the parties to this agreement shall abide by the terms and
provisions of the CR 2A Stipulations which are attached to this Order and incorporated
herein as if fully set forth.

12/18/2017

UNOFFICIAL DOCUMENT


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DONE IN OPEN COURT this 14 day of December, 2017.



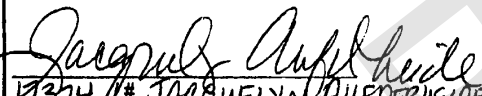
JUDGE DAVID SVAREN

Presented By:



CHRISTON C. SKINNER / #9515
Law Office of Christon C. Skinner, P.S.,
Attorneys for Plaintiffs

Approved for Entry; Notice of Presentation
Waived; Copy Received:



1374 / # JACQUELYN AUFDERHEIDE
Special Deputy Prosecutor
Island County Prosecuting Attorney's Office
appointed pursuant to RCW 36.27.040
Attorney for Defendant

Stipulation and Order
Pg.4

LAW OFFICE OF
Christon C. Skinner, P.S.
791 SE Barrington Drive
Oak Harbor WA 98277
Tel. (360) 679 1240 · Fax (360) 679 9131

12/18/2017

EXHIBIT A

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Stipulation and Order
Pg.5

LAW OFFICE OF
Christon C. Skinner, P.S.
791 SE Barrington Drive
Oak Harbor WA 98277
Tel. (360) 679 1240 · Fax (360) 679 9131

12/18/2017

MEMORANDUM OF AGREEMENT
FINAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT (agreement) is made and entered into between the "Plaintiffs" (Island County Deputy Sheriff's Guild, Harry Uncapher, Leif Haugen, Rick Norrie, Brian Legasse) and the "Defendant" (Island County) for cause number 12-2-02240-5, filed in Skagit County Superior Court. Island County WA (Employer or County) and ICSO Deputy Sheriff's Guild (Guild) have been parties to continuing litigation.

The parties conferred on July 27, 2017, and negotiated a settlement agreement to resolve all the claims and issues between the parties.

NOW THEREFORE IT IS AGREED:

1. In consideration of
 - a. The Defendant paying \$12,000 (twelve thousand dollars) in the form of a check made payable to the Island County Deputy Sheriff's Guild; and
 - b. The Defendant agreeing to release the Plaintiffs' bond and funds currently being held in the court registry (under cause number 12-2-02240-5) to the Guild:
2. The Plaintiffs will forever release the Defendants and assigns from all judgments, claims, attorney's fees and awards for damages that have been awarded and/or might ever be asserted by the Plaintiffs that may arise from Skagit County Cause No. 12-2-02240-5; and
3. The Defendant, Island County, releases the Plaintiffs and assigns from all judgments, claims, attorney's fees and awards for damages that have been awarded and/or might ever be asserted by Defendants that may arise from Skagit County Cause No. 12-2-02240-5.

This release is intended to cover any and all future injuries, damages, or losses, not known to the parties to this agreement, but which may later develop, or be discovered in connection with the above referenced Complaint and Counterclaims. The undersigned warrants that it has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it, and that no other person or entity has any interest in the claims, counterclaims or causes of action referred to in this Settlement Agreement.

12/18/2017

- 4. Defendant shall file an executed Dismissal with Prejudice of its Counterclaims described above. This dismissal will be filed with the Court entered as a matter of record.
- 5. In addition the Guild and the County will agree to a MOU that states that
 - a) The Guild will agree to follow the County Policy regarding time loss compensation and L&I payments and will adopt the provisions of PERC Decision 12584 (PECB, 2016) regarding the same; and
 - b) The County will agree that they will continue to abide by Washington State Law regarding the recoupment of any overpayments.

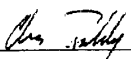
This Agreement expresses the full and complete settlement of all liability claims and counterclaims. The parties expressly deny liability for such claims and counterclaims. Regardless of the adequacy of the above consideration, acceptance of this release shall not operate as an admission of liability on the part of the parties released.

I HAVE COMPLETELY READ THIS FINAL RELEASE AND SETTLEMENT AGREEMENT AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT IT FOR THE PURPOSE OF FINAL RESOLUTION AND SETTLEMENT OF ANY AND ALL CLAIMS, COUNTERCLAIMS DISPUTED OR OTHERWISE, FOR THE EXPRESS PURPOSE OF PRECLUDING FOREVER ANY AND ALL CLAIMS ARISING OUT OF OR IN ANYWAY CONNECTED WITH THE INCIDENTS OR DAMAGES ABOVE MENTIONED.

I ACKNOWLEDGE THAT MY INFORMATION REGARDING CLAIMS AND COUNTERCLAIMS MADE IS SUFFICIENT TO ENTER INTO THIS FINAL RELEASE AGREEMENT AND EXPRESSLY WAIVE ANY CLAIM THAT THIS RELEASE IS NOT FAIRLY AND KNOWINGLY MADE.

FAIRLY AND KNOWINGLY MADE:

Plaintiffs' Agreement and Acceptance:

 #1255
 President of the Island County Deputy Sheriff's Guild

Date: 16 August, 2017

 #1192
 Vice President of the Island County Deputy Sheriff's Guild

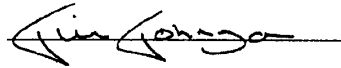
Date: 16 AUGUST, 2017

12/18/2017

Defendant's Agreement and Acceptance:

Dated this 22nd day of August, 2017, Island County, Washington.

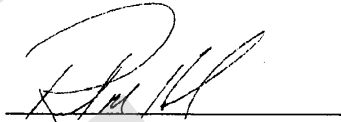
**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**



Jill Johnson, Chair



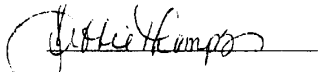
Helen Price Johnson, Member



Richard M. Hannold, Member



ATTEST:



Debbie Thompson, Clerk of the Board

12/18/2017

EXHIBIT B

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Stipulation and Order
Pg.6

LAW OFFICE OF
Christon C. Skinner, P.S.
791 SE Barrington Drive
Oak Harbor WA 98277
Tel. (360) 679 1240 · Fax (360) 679 9131

12/18/2017

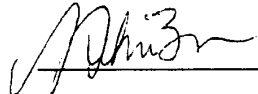
**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN ISLAND COUNTY, WASHINGTON
AND
ISLAND COUNTY DEPUTIES' GUILD**

This Memorandum of Understanding is agreed to in consideration of PERC Decision 12584 (PECB, 2016) which corroborates Island County's Time Loss Compensation Policy.

1. Effective 8/16/2017, all members of the Island County Deputy Sheriff's Guild agree to abide by the Time Loss Compensation Policy, as it is outlined in Article IV.4 (Injury On the Job) of the Personnel Policy and Procedures Manual (PPPM).
2. The County agrees to abide by Washing State Law as outlined in RCW 49.49.200 regarding the recoupment of overpayments.

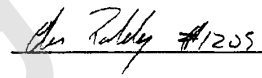
AGREED AS OF THIS 16th DAY OF August, 2017

For the Employer, Island County, WA



Melanie Bacon, Human Resources Director

For the Guild,



Chris Peabody, President,

12/18/2017

EXHIBIT C

UNOFFICIAL DOCUMENT

FILED

SKAGIT COUNTY SUPERIOR COURT

MAVIS E. BEITZ

SKAGIT COUNTY CLERK

MOUNT VERNON WA

12-2-02240-5

Acct. Date 12/09/2015

Recd. Date 12/09/2015

Receipt/Item # 2015-01-23396/01

Trans-Code 3130

Doc. # 4

Cashier: MM

Paid By: Legasse, Brian

Transaction Amount:

12/18/2017

FILED SKAGIT COUNTY CLERK SKAGIT COUNTY, WA 2015 DEC -9 PM 3:20

SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY

Island County Deputy Sheriff's Guild Plaintiff vs. Island County Defendant

Case No.: 12-2-02240-5

CIVIL TRUST TENDER SHEET

\$ 9,166.71

Signature [Handwritten Signature]

Printed Name BRIAN LEGASSE

DOB 02/03/59

Date 12-09-15

Telephone Number 360 387-7684

Mailing Address 71 S. Cannon Ridge Rd. Cannon WA 98232

Funds to be deposited in B-1 [X]

Funds were for:

Item	Case Number
01	12-2-02240-5
3130: Trust-1644	
\$100	
15.0000 Security	
Total Due:	
Cash Tenders:	
Change Due:	

SKAGIT COUNTY SUPERIOR COURT
MOUNT VERNON WA
MAVIS E. BEITZ
SKAGIT COUNTY CLERK

12/18/2017

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF ISLAND

**ISLAND COUNTY DEPUTY
SHERIFF'S GUILD, et al.**

Plaintiffs,

vs.

**ISLAND COUNTY, a Political
Subdivision and Charter County of
the State of Washington,**

Defendants.

NO. 12-2-02240-5

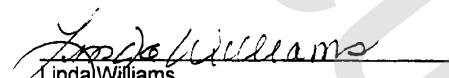
GR 17 DECLARATION

UNDER PENALTY OF PERJURY AND PURSUANT TO THE LAWS OF THE STATE OF WASHINGTON, I CERTIFY THE FOLLOWING TO BE TRUE AND CORRECT:

I, Linda Williams, am assistant to Christon C. Skinner who is the attorney of record for the plaintiff herein. I received a document entitled Stipulation and Order Releasing Funds and for Dismissal of all Claims from the Defendant's counsel, the Special Deputy Prosecutor Jacquelyn Aufderheide by electronic transmission.

I further declare that prior to signing this affidavit, I did examine the document, determined that it consisted of three twelve pages and that the document was complete and legible.

DATED this 12th day of December, 2017, at Oak Harbor, Washington.


Linda Williams

GR 17 Declaration - p.1

LAW OFFICES OF
Christon C. Skinner, P.S.
791 SE Barrington Drive
Oak Harbor WA 98277
Tel. (360) 679 1240 · Fax (360) 679 9131