

**202008240143**08/24/2020 02:36 PM Pages: 1 of 40 Fees: \$142.50
Skagit County Auditor**Return Address:**Law Offices of
Jeffrey M. Eustis, PLLC
4616 25th Avenue NE, 608
Seattle, WA 98105Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)**SETTLEMENT AGREEMENT, dated June 19, 2020****Reference Number(s) of Documents assigned or released:**

N/A

Grantor(s) (Last name, first name, initials)

Michael and Tina Sullivan, husband and wife (plaintiffs in Skagit County Superior Court No. 11-2-02276-8)

Grantee(s) (Last name first, then first name and initials)

Justin M. Falk and Brittany K. Falk, husband and wife (defendants and counterclaimants in No. 11-2-02276-8)

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

Portion of Government Lot 1 of Section 35, Township 35 North, Range 1 East, W.M., within Skagit County.

The full legal description is on page 2 of Exhibit A, the Boundary Line Adjustment recorded under AFN 202008120133.

Assessor's Property Tax Parcel/Account Number☐ Assessor Tax # not yet assigned

Grantors' parcel number P32546 (350135-0-005-0002)

Grantees' parcel number: P68416 (3981-000-002-0005)

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to Submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

When recorded return to:

Law Offices of
Jeffrey M. Eustis, PLLC
4616 25th Avenue NE, 608
Seattle, WA 98105

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into on _____, 2020 between Justin M. Falk and Brittany K. Falk (the "Falks") and Michael S. Sullivan and Tina Sullivan (the "Sullivans").

Recitals

1. Michael and Tina Sullivan ("Sullivans") are the owners of residential real property located at 11679 McCorkle Place, Anacortes, Washington, as identified on the Record of Survey (the "Record of Survey") under the "Before Description for Sullivan," which property is also referred to as the "Sullivan property." A copy of the Record of Survey is set forth at Exhibit A to this Agreement.
2. Justin M. Falk and Brittany K. Falk ("Falks") are successors to David and Julie Barnet ("Barnets"), former owners of residential real property located at 11688 McCorkle Place, Anacortes, also in Skagit County, Washington, as that property is identified on the Record of Survey under the "Before Description for Falk," which is also referred as the "Falk property."
3. In November 2011, the Sullivans initiated an action under Skagit County Superior Court No. 11-2-02276-8 against the Barnets (and several other named defendants) to quiet title to certain property (the "disputed area") that lies between the Sullivan and Barnet (now Falk) properties.¹ The disputed area is legally described on the Record of Survey as the "Quiet Title Description."
4. In April 2012, the Barnets answered the complaint denying the Sullivans' claims and counterclaimed to quiet tile to the disputed area in their own names.² The court previously entered orders of default with respect to all other defendants.³ Consequently, prior to the Falks' purchase of the Barnets' interests, the only parties with claims to the disputed area were the Sullivans and the Barnets.

¹ Superior Court Sub File No. 2.

² Sub File No. 13.

³ Sub File Nos. 9, 10 and 84.

5. In July of 2015, the Barnets sold their property to the Falks and assigned to the Falks any and all claims under this action. The Falks substituted in for the Barnets in October 2017.⁴
6. On August 2, 2019, the Sullivans and the Falks entered into a CR2A Settlement Agreement to resolve their competing claims to the disputed property under which the parties agreed that the terms of settlement would be memorialized through a settlement agreement signed and acknowledged by the parties, and implemented through a decree under RCW Chapter 58.04 for the division of the disputed property division and the grant of easements.

Now therefore, pursuant to the terms of the CR2A Settlement Agreement and in consideration of mutual promises and other valuable consideration, the Falks and the Sullivans agree as follows:

Agreement

1. The Falks and the Sullivans approve and accept the Record of Survey set forth at Exhibit A to this Agreement, including the legal descriptions of properties and easements, the property division, and the survey map and they agree to its recording.
2. As consistent with, and necessary to implement the property division and easements depicted on the Record of Survey and to grant clear title, the Falks agree to quit claim to Sullivans the portion of the "Quiet Title Description" property to be quieted in Sullivans, and Sullivans agree to quit claim to Falks the portion of the "Quiet Title Description" property to be quieted in Falks as those respective portions are described within the "After Description" of each party's parcel and within the quit claim deeds that are set forth at Exhibits B and C to this Agreement.
3. The Falks and the Sullivans further agree that they each shall have the same obligation in keeping the vehicle and pedestrian easement free and clear. The "Private Drive", "Private Road" signs posted at or near the top of the private drive at the time of the CR2A Agreement shall remain or may be replaced by similar signing. The Falks shall post signage on their property adjacent to the easement advising persons not to park or block the private road. The Sullivan's are directed to post signs to the effect of "No blocking or parking on private drive." The Falks have security cameras pointed at their driveway. The Sullivans have a security camera and a light pointed at their

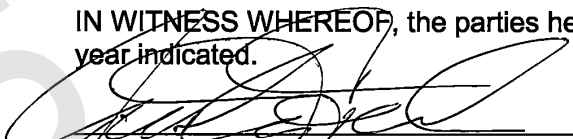
⁴ Subfile No. 108.

driveway, behind the upper gate. Both parties agree to remove any operable or inoperable cameras aimed at or towards the other's property from any direction. Neither party may install additional lights or cameras within the easement area, or pointed down the easement.

4. The Falks and Sullivans agree that the structure of the upper gate and its gate posts are the property of the Sullivans, they will not be altered or otherwise interfered with by the Falks, and that the gate doors would swing inward, onto the Sullivan property, and not outward onto the Falk property.
5. The Falks grant to the Sullivans a non-exclusive easement for mowing, planting and walking on a five (5) foot deep area within the Falk After Description property running from the easterly side of the Sullivan garden and continuing in an easterly direction for a distance of 39.56 feet running parallel to the property boundary established by the Record of Survey. This paragraph 5 and the prior paragraph 4 were added subsequent to preparation of the Record of Survey and are terms of the property division.
6. The Falks shall convey to the Sullivans Skagit County Tax Parcel 32545 (also known as the former Thornton property) by special warranty deed in the form set forth at Exhibit D to this Agreement.
7. Upon their execution of the Record of Survey (Exhibit A) and the deeds set forth at Exhibits B, C and D, the parties agree to the entry of the Stipulation and Agreed Order dismissing the action under Skagit County Superior Court No. 11-2-02276-8, with prejudice, but without an award of fees or costs to either party, in the form set forth at Exhibit E.
8. The Falks have agreed to cover costs for the preparation and recording of the Record of Survey at Exhibit A, the Quit Claim Deeds at Exhibits B, C and D and Real Estate Excise Tax affidavits. Any property taxes due on Tax Parcel 32545 shall be borne by Falk and Sullivan in proportion to the time that each held title to the property in 2020; any balance of property taxes remaining from prior years on Tax Parcel 32545 shall be paid by Falks. In all other respects, each party shall bear its own legal fees and costs in connection with the settlement of the pending lawsuit.
9. Each party agrees to fully and unconditionally release and discharge each other from any and all claims related to their respective claims upon the disputed area and the subject litigation, except with respect to enforcement of rights created through this Agreement, the prior CR2A Settlement Agreement, and the documents and instruments implementing this Agreement.

10. This Agreement shall be interpreted, construed and enforced in accordance with Washington law. In the event it becomes necessary to enforce any provision of this agreement, the Parties agree that venue for any such action shall be limited to the Skagit County, Washington Superior Court. Any disputes arising in the implementation and performance of the settlement shall be resolved through arbitration using the Superior Court's mandatory arbitration procedures, with each party responsible for its own legal and arbitration fees and costs.
11. The parties voluntarily enter into this Agreement. Each person signing this Agreement represents that he or she has had the opportunity to confer with legal counsel and has the right and authority to execute this Agreement on behalf of the owner(s) of their respective properties.
12. All Parties were involved in the negotiation of this Agreement and each has had equal access to counsel. The parties expressly agree that this Agreement shall not be construed against any party as its drafter.
13. This Agreement, together with the prior CR 2A Agreement which it implements, represents the full and complete agreement of the Parties, and may not be modified without the written agreement of the Parties; no waiver of any of the terms or conditions of this Agreement shall be binding or effective for any purpose unless expressed in writing and executed by the party to be bound thereby.
14. The Parties hereby agree to perform all further acts and execute all further documents necessary to carry out the terms of this Agreement or to effect its purpose; the obligations imposed by this paragraph are specifically enforceable.
15. If any provision of this Agreement is determined to be unlawful or unenforceable, such provision shall be fully severable and the remainder shall remain in full force and effect with the automatic addition of a provision as similar in its terms to the illegal and/or unenforceable provision as may be possible to make such provision legal and enforceable.
16. This Agreement is binding upon the Parties and their respective successors, assigns, heirs, and administrators.
17. The Parties to this Agreement may execute this Agreement in counterparts, each of which, when executed and delivered, will be an original. This Agreement may be recorded. Upon recording, the Exhibits to this Agreement shall be replaced with reference to their recording or file numbers.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year indicated.



JUSTIN M. FALK

Date: 6/18/2020



BRITTANY K. FALK

Date: 6/18/2020

MICHAEL SULLIVAN

Date: _____

TINA SULLIVAN

Date: _____

[Acknowledgements follow]

STATE OF WASHINGTON)
) ss:
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JUSTIN M. FALK is the person who appeared before me and signed this Settlement Agreement and release, acknowledging it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 18, 2020.



BK Gainer
 Printed Name:

BK Gainer
 NOTARY PUBLIC in and for the
 State of Washington. My

Commission Expires: Jan. 08, 2021

STATE OF WASHINGTON)
) ss:
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that BRITTANY K. FALK is the person who appeared before me and signed this Settlement Agreement and release, acknowledging it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 18, 2020.



BK Gainer
 Printed Name:

BK Gainer
 NOTARY PUBLIC in and for the
 State of Washington. My

Commission Expires:

Jan. 08, 2021

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year indicated.

JUSTIN M. FALK

Date: _____

BRITTANY K. FALK

Date: _____

MICHAEL SULLIVAN

Date: 6/19/20

Tina Sullivan
TINA SULLIVAN

Date: 6/19/20

[Acknowledgements follow]

STATE OF WASHINGTON)
) ss:
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that MICHAEL SULLIVAN is the person who appeared before me and signed this Settlement Agreement and release, acknowledging it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 19, 2020.



John B. Semrau

Printed Name:

[Signature]

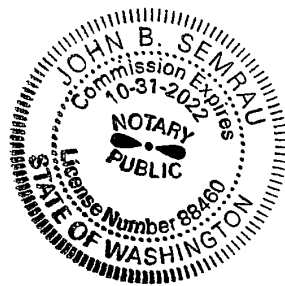
NOTARY PUBLIC in and for the
 State of Washington. My
 Commission Expires:

10-31-2020

STATE OF WASHINGTON)
) ss:
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that TINA SULLIVAN is the person who appeared before me and signed this Settlement Agreement and release, acknowledging it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6-19-2020, 2020.



John B. Semrau

Printed Name:

[Signature]

NOTARY PUBLIC in and for the
 State of Washington. My
 Commission Expires:

10-31-2020

Exhibit A

Reduced Copy of
Boundary Line Adjustment
AFN 202008120133

DRAWING FILE: 4972BLA2.DWG 5/13/2020

LOT 1 AND THE NORTHWESTERLY 3 FEET OF LOT 2 (SAND NORTHWESTERLY 3 FEET OF LOT 2 LYING PARALLEL TO THE SOUTHEAST LINE OF SAID LOT 1), "PLAT OF RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 10," ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGES 28 AND 29, RECORDS OF SKAGIT COUNTY, WASHINGTON.

THAT PORTION OF FOLLOWING: SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST, WA, DESCRIBED AS FOLLOWS:

ACROSS THE MOST EASTERLY CORNER OF LOT 1 OF THE PLAT OF RANCHO SAN JOSE, RECORDING NO. 28, COMMENCED AT THE WESTERN CORNER OF SAIGOT COUNTRY, WASHINGTON, THENCE NORTH 88° 14' WEST, A DISTANCE OF 4.60 FEET TO THE MOST WESTERN CORNER OF MCCORMICK PLACE A DISTANCE OF 92.00 FEET, THENCE NORTH 48° 36' 21" WEST, A DISTANCE OF 101.42 FEET TO A WESTERN CORNER OF THAT CERTAIN TRACT OF LAND DECEDED TO ANNOUL L. BOULE

THENCE SOUTH 55° 18' WEST, A DISTANCE OF 59.82 FEET TO A POINT ON A NORTH-TANGENT CURVE TO THE NORTH-WESTERLY CORNER OF THE SOUTH HAVING AN INITIAL RADIUS, BEARING OF SOUTH 13° 38' 41" WEST, TO THE LEFT HAVING A RADIUS OF 92.00 FEET, THROUGH A CENTRAL ANGLE OF 51° 17' 17", AN ARC LENGTH OF 92.89 FEET,

THENCE SOUTH 52° 56' 57" WEST, A DISTANCE OF 4.84 FEET TO A POINT OF CURVATURE, THENCE SOUTH 52° 56' 57" WEST, A DISTANCE OF 5.00 FEET TO THE LEFT HAVING A RADIUS OF 46.25 FEET, THROUGH A CENTRAL ANGLE OF 54° 58' 15", AN ARC LENGTH OF 4.597 FEET TO A POINT OF COUPONDING CURVATURE,

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 51° 17' 20", AN ARC LENGTH OF 101.03 FEET TO A POINT OF TANGENCY,

THENCE SOUTH 13° 39' 07" EAST, A DISTANCE OF 50.49 FEET TO THE SOUTHWESTERLY EXTENSION OF SAID NORTHWESTERLY 3 FEET OF LOT 2,

THENCE SOUTHWESTERLY CORNER OF THE NORTHWESTERLY 3 FEET OF LOT 2, PLAT OF RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 10,

THENCE ALONG SAID EXTENSION TO SAID SOUTHWESTERLY CORNER OF THE NORTHWESTERLY 3 FEET OF LOT 2, PLAT OF RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 10,

THENCE ALONG SAID EXTENSION OF 98.23 FEET ALONG THE WESTERLY, SOUTHWESTERLY AND WEST 25° 59' 00" WEST, A DISTANCE OF 98.23 FEET ALONG THE WESTERLY, SOUTHWESTERLY AND WEST 25° 59' 00" WEST, A DISTANCE OF 98.23 FEET TO A POINT OF CURVATURE,

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THE NORTHERLY BOUNDARY OF SAID EXTENSION OF 17.09 FEET TO A POINT OF TANGENCY, THENCE ALONG THE CENTRAL ANGLE OF 145° 44' 30", THENCE SOUTH 58° 14' 00" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 1 A DISTANCE OF 8.945 FEET TO THE TRUE POINT OF BEGINNING.

THE "AFTER DESCRIPTION FOR SULLIVAN" THE SULLIVANS GRANT TO FLAVIA AND TO THEIR SUCCESSORS A TEMPORARY EASEMENT TO ALLOW TREE TOPPING ACCESS AS NEEDED FOR THE TOPPING OF THE TREES ON THE LOWER PART OF THE FLAK PROPERTY AND FOR ACCESS ACROSS THE GRAVEL ROAD ON THE SULLIVAN PROPERTY PROVIDED THAT: THE WORK WOULD BE PERFORMED BY A LICENSED, BONDED AND INSURED COMPANY; THE FLAKS AND THEIR TREE TOPPERS WOULD BE RESPONSIBLE FOR CLEAN-UP OF LIMBS AND OTHER DEBRIS; AND THE FLAKS WOULD INDEMNIFY THE SULLIVANS FOR ANY DAMAGES OR INJURIES FROM TREE TOPPING IN THE EASEMENT AREA.

CONJUNCTION AT THE NORTHEASTLY CORNER OF THE NORTHWESTERLY 3 FEET OF LOT 2, PLAT OF RANCH SAN JUAN DEL MAR, COUNTY, WASHINGTON, IN VOLUME 9 OF PLATS, PAGE 28, AND RECORDS OF SAGAT COUNTY, WASHINGTON, BEING SOUTH 40° 37' 00" WEST, A DISTANCE OF 3.94 FEET ALONG THE EXTENSION OF SAID NORTHWESTERLY 3 FEET OF LOT 2 TO THE INDE POINT OF BEGINNING;

THENCE NORTH 13.60 DEGREES WEST A DISTANCE OF 50.99 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 51.77 DEGS. AND ARC LENGTH OF 101.03 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 46.25 FEET, THROUGH A CENTRAL ANGLE OF 17.70 DEGS. AND ARC LENGTH OF 14.1 FEET MORE OR LESS TO THE POINT OF BEGINNING; THE LINE HERE IS SOUTHEAST OF THE CROWN AREA AND THE TERMINUS OF SAID LINE.

THAT POSITION OF GOVERNMENT LOT 1 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

TOGETHER WITH THAT PORTION OF GOWENLOCK LOT 1 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST, WAS DESCRIBED AS FOLLOWS:

BEGINNING ON EASTERLY LINE OF RAILROAD ABUTTING ON EASTERLY LINE OF TRACT C TO A POINT WITH SOUTHERLY LINE OF LOT 3 OF FRANCHIS SAN JUAN ESTATE, SURVEYOR NO. 15, AS PER PLAT RECORDED IN VOLUME 5 OF PLAT'S, PAGE 27; AS PROJECTED AND SAID PROJECTION WOULD INTERSECT SAID EASTERLY LINE OF SAID HIGHWAY FROM POINT OF BEGINNING OF SAID HIGHWAY 140 FEET; THENCE NORTHEASTERLY ACROSS SAID HIGHWAY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 31, 80 FEET TO THE TRUE POINT OF BEGINNING OF SAID HIGHWAY 140 FEET; THENCE NORTHEASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 31 A DISTANCE OF 225 FEET; THENCE AT RIGHT ANGLES SOUTHERLY A DISTANCE OF 120 FEET; THENCE IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING.

RECORDS OF THE COUNTY OF WASHINGTON, THENCE ALONG THE SOUTHERLY LINE OF SAID PUBLIC HIGHWAY 140 FEET; THENCE NORTHEASTERLY ACROSS SAID HIGHWAY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 31, 80 FEET TO THE TRUE POINT OF BEGINNING OF SAID HIGHWAY 140 FEET; THENCE NORTHEASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 31 A DISTANCE OF 225 FEET; THENCE AT RIGHT ANGLES SOUTHERLY A DISTANCE OF 120 FEET; THENCE IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING.

SMALL PROPERTIES AS WERE COVERED BY DEEDS RECORDED AS AUDITOR'S FILE NOS. 140410010 AND 57040010A.

VEHICLE AND PEDESTRIAN EASEMENT TO SULLIVAN
OVER A PORTION OF THE "WATER DESCRIPTION FOR PLAT" FALTS GRANT TO SULLIVANS, AND TO THEIR HEIRS, ASSIGNS AND SUCCESSORS AND GUESTS A NON-EXCLUSIVE EASEMENT TO TRAVEL OVER THE PLAT FALTS GRANT TO SULLIVANS, AND TO THEIR HEIRS, ASSIGNS AND SUCCESSORS ONLY, BUT NOT FOR THE PARKING OR STORAGE OF VEHICLES, RECREATION PURPOSES, BUILDING MATERIALS, PLACEMENT OF WASTE PANS, GUEST PARKING, AND THE LIKE, SUBJECT TO THE FALTS USE OF THIS EASEMENT AREA FOR VEHICLE AND PEDESTRIAN INTERESTS AND THE EQUIPMENT, BUILDING MATERIALS, PLACEMENT OF WASTE CANS, GUEST PARKING, AND THE LIKE, MAINTENANCE AND REPAIR OF THE PORTION OF THE ACCESS EASEMENT LANE BETWEEN THE PORTION OF THE ACCESS EASEMENT LANE AND THE PORTION OF THE TRAIL LANE, AND THE RESPONSIBILITY OF THE FALTS, MAINTENANCE AND REPAIR OF THE GRAVEL ROAD, BE THE RESPONSIBILITY OF THE SULLIVAN PROPERTY SHALL BE THE RESPONSIBILITY OF THE SULLIVANS.

35. NON-EXCLUSIVE 15 FOOT EASEMENT OVER A PORTION OF GOVERNMENT LOT 1 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST, WM. SAID 15 FOOT EASEMENT BEING 7.5 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 1 OF THE PLAT OF RANCHO SAN JUAN DEL MAR NO. 10, AS PER PLAT FILED IN VOLUME 9 OF PLATS, AT PAGES 28 AND 29, OF THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON, THENCE NORTH 34° 00' WEST, A DISTANCE OF 40.00 FEET TO THE MOST WESERLY CORNER OF A NEARLY ALIGNED PLAT OF SMOOK PLAT;

THENCE NORTH 57° 00' EAST ALONG THE NORTHWESTERLY LINE OF SAID MOOREHEAD PLACEMENT A DISTANCE OF 30.21 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 32' 24" WEST A DISTANCE OF 69.44 FEET;

THESE NORTH 69-30-46" WEST A DISTANCE OF 26.64 FEET TO A POINT ON THE LINE BETWEEN FALK AND SULLIVAN, SAID POINT BEING THE TERMINUS OF SAID CENTURIE, (SAID TERMINUS ALSO BEING SOUTH 25° 18' 16" WEST A DISTANCE OF 42.00 FEET FROM A WESTERN CORNER OF THAT CERTAIN TRACT 161-6" WEST A DISTANCE OF 40.00 FEET UNDER ADDITION'S FILE NO. 551333), AND THE SIDELINES OF SAID 15 FOOT EASEMENT ARE TO BE LENGTHENED AND SHORTENED AS NEEDED TO INTERSECT THE EXISTING LOT LINES OF FALK.

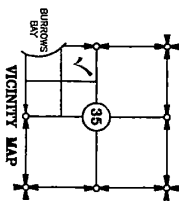
OVER A PORTION OF THE "AFTER DESCRIPTION FOR FAULTY FAULTS GRANT TO SULLIVANS, AND TO THEIR HEIRS, ASSIGNS AND SUCCESSORS AND GUESTS, A NON-EXCLUSIVE EASEMENT TO THE MCCORMICK PLACE CUL-DE-SAC FOR VEHICLE AND PEDESTRIAN INGRESS AND EGRESS ONLY, BUT NOT FOR THE PARKING OR STORAGE OF VEHICLES, RECREATIONAL EQUIPMENT, BUILDING MATERIALS, OR ACQUISITION OF WASTE OR GUEST PARKING, AND THE LATE SULLIVANS' EASEMENT."

NOT-EXCLUSIVE 15 FOOT EASEMENT OVER A PORTION OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, WM., SAID 15 FOOT EASEMENT BEING 7.5 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 1 OF THE PARCINO SAN JUAN DEL MAR NO. 10, AS PER PLAT FILED IN VOLUME 9 OF PLATS, AT PAGES 28 AND 29, RECORDS OF SAGUIN COUNTY, WASHINGTON. THENCE NORTH 36° 14' 00" WEST, A DISTANCE OF 4.160 FEET TO THE MOST WESTERN CORNER OF MCCORRILLE PLACE, AS SHOWN ON SAID THENCE NORTH 31° 01' EAST ALONG THE NORTHWESTERLY LINE OF SAID MCCORRILLE PLACE, A DISTANCE OF 30.21 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 69°39'24" WEST, A DISTANCE OF 69.44 FEET;

THESE NORTH 69-30-46" WEST A DISTANCE OF 26.64 FEET TO A POINT ON THE LINE BETWEEN FALK AND SULLIVAN, SAID POINT BEING THE TERMINUS OF SAID CENTURIE, (SAID TERMINUS ALSO BEING SOUTH 25° 18' 16" WEST A DISTANCE OF 42.00 FEET FROM A WESTERLY CORNER OF THAT CERTAIN TRACT 18' 16" DEEDED TO ARNOLD L. BLOOM UNDER ADDITION'S FILE NO. 551333), AND THE SOUTHWEST OF SAID 15 FOOT EASEMENT ARE TO BE LENGTHENED AND SHORTENED, AS NEEDED TO INTERSECT THE EXISTING LOT LINES OF FALK.



SHEET 2 OF 3

SURVEY OF LOT 1 & A PORTION OF LOT 2
PLAT OF RANCHO SAN JUAN DEL MAR DIV. 10
SECTION 35, T. 35 N., R. 1 E., W.M.

SKAGIT COUNTY, WASHINGTON
FOR: JUSTIN AND BRITTANY FALK

FB. 290	PG. 13-16	SEBRAU ENGINEERING & SURVEYING SURVEYING • ENGINEERING • PLANNING MOUNT VERNON, WA 98273 360-424-9366	SCALE: 1" = 3'
MERIDIAN:	PLAT		JOB NO. 4972

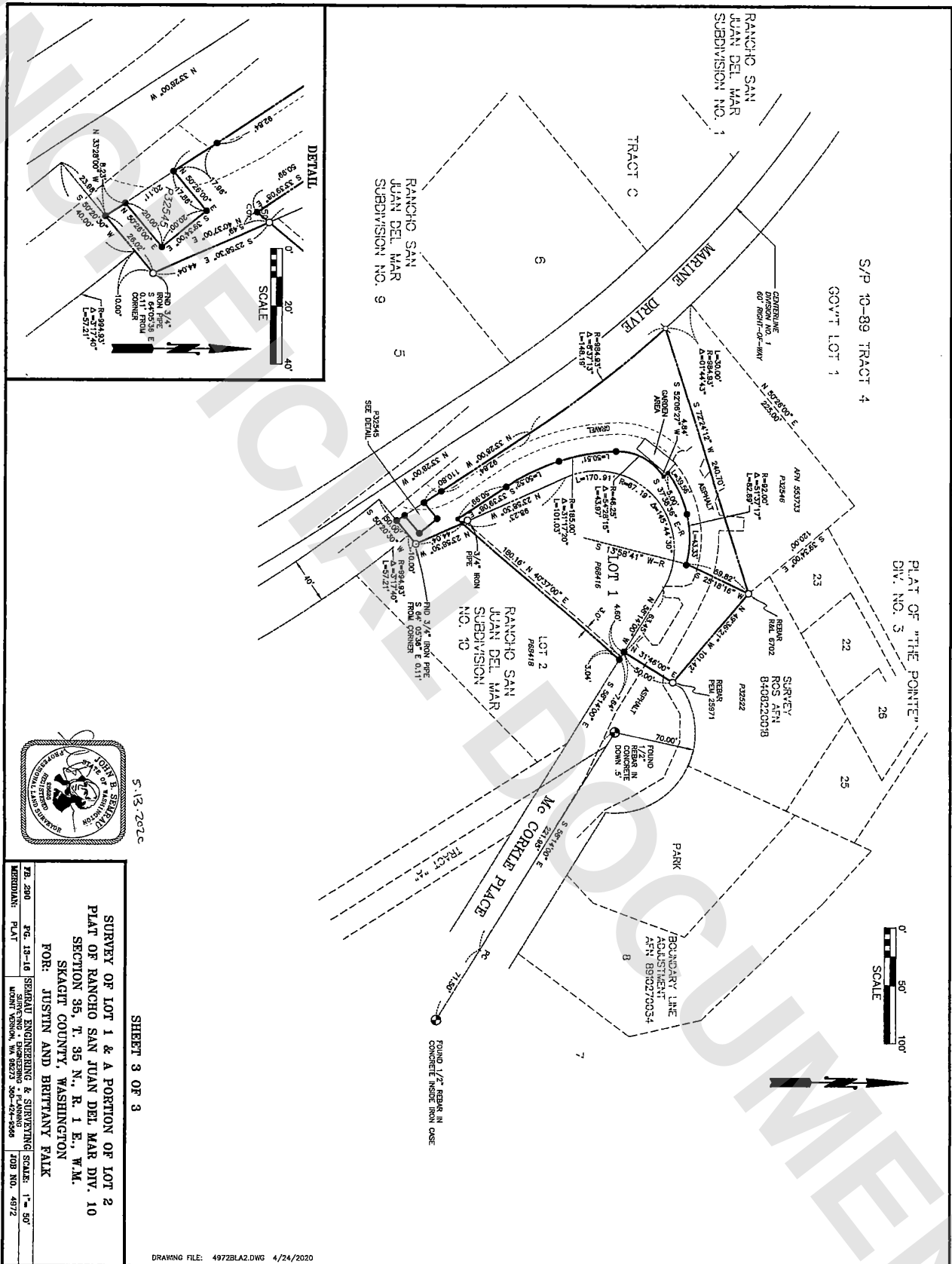


Exhibit B

20200812013108/12/2020 03:55 PM Pages: 1 of 5 Fees: \$107.50
Skagit County Auditor**Return Address:**

Law Offices of
Jeffrey M. Eustis, PLLC
4616 25th Avenue NE, 608
Seattle, WA 98105

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)**QUIT CLAIM DEED, dated June 18, 2020****Reference Number(s) of Documents assigned or released:**

N/A

Grantor(s) (Last name, first name, initials)

Justin M. Falk and Brittany K. Falk, husband and wife

Grantee(s) (Last name first, then first name and initials)

Michael and Tina Sullivan, husband and wife

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)Portion of Government Lot 1 of Section 35, Township 35 North, Range 1 East, W.M., within
Skagit County, as more fully described on Exhibit A to Quit Claim Deed

The full legal description is on pages 3-4 of document.

Assessor's Property Tax Parcel/Account Number☐ Assessor Tax # not yet assigned

Grantors' parcel number: P68416 (3981-000-002-0005)

Grantees' parcel number P32546 (350135-0-005-0002)

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Signature of Requesting Party

Note to Submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

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Law Offices of
Jeffrey M. Eustis, PLLC
4616 25th Avenue NE, 608
Seattle, WA 98105

QUIT CLAIM DEED

Related documents: N/A

GRANTORS: Justin M. Falk and Brittany K. Falk, husband and wife

GRANTEES: Michael and Tina Sullivan, husband and wife

LEGAL DESCRIPTION: Full legal on Exhibit A

ASSESSOR'S PARCEL NUMBER: None assigned

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2020/2021
AUG 12 2020

Amount Paid \$ 0
By Skagit Co. Treasurer Deputy

Grantors, Justin M. Falk and Brittany K. Falk, husband and wife hereby convey and quit claim to Michael and Tina Sullivan, husband and wife, any and all interest Grantors may have in and to the following described real estate, situated in the Skagit County, Washington:

FULL LEGAL DESCRIPTION ATTACHED ON EXHIBIT A


Justin M. Falk


Brittany K. Falk

BOUNDARY ADJUSTMENT

Reviewed and approved in accordance
with Skagit County Code Chapter 14.18


Heidi Roder
Skagit Co. Planning & Dev. Services

Date

8/12/2020

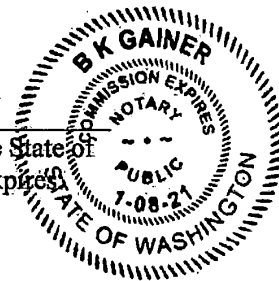
[Acknowledgements follow]

STATE OF WASHINGTON)
) ss:
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JUSTIN FALK is the person who appeared before me and signed this Settlement Agreement and release, acknowledging it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 18, 2020.

BK Gainer
 Printed Name: BK Gainer
 NOTARY PUBLIC in and for the State of
 Washington. My Commission Expires
Jan. 08, 2021



STATE OF WASHINGTON)
) ss:
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that BRITTANY FALK is the person who appeared before me and signed this Settlement Agreement and release, acknowledging it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 18, 2020.

BK Gainer
 Printed Name: BK Gainer
 NOTARY PUBLIC in and for the State of
 Washington. My Commission Expires:
Jan 08, 2021

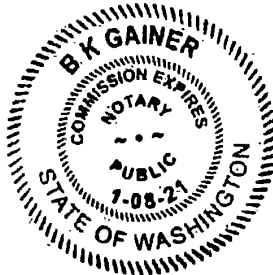


EXHIBIT A

Legal Description

That portion of Government Lot 1 of Section 35, Township 35 North, Range 1 East, W.M., described as follows:

Commencing at the most Easterly corner of Lot 1 of the Plat of Rancho San Juan Del Mar No. 10, as per Plat filed in Volume 9 of Plats, at pages 28 and 29, records of Skagit County, Washington; thence North $58^{\circ} 14'$ West, a distance of 4.60 Feet to the most Westerly corner of McCorkle Place as shown on said Plat; thence North $31^{\circ} 46'$ East along the Northwesternly line of said McCorkle Place a distance of 50.00 feet; thence North $49^{\circ} 36' 21''$ West a distance of 101.42 Feet to a Westerly corner of that certain tract of land deeded to Arnold L. Boyle under Auditor's File No. 553733, and the TRUE POINT OF BEGINNING; thence South $25^{\circ} 18' 16''$ West a distance of 59.82 feet to a point on a non-tangent curve to the northwest concave to the south having an initial radial bearing of South $13^{\circ} 58' 41''$ West; thence along the arc of said curve to the left having a radius of 92.00 feet, through a central angle of $51^{\circ} 37' 17''$, an arc length of 82.89 feet; thence South $37^{\circ} 38' 36''$ East a distance of 5.00 feet; thence South $52^{\circ} 06' 27''$ West a distance of 4.84 feet to a point of curvature; thence southwesterly along the arc of said curve to the left having a radius of 46.25 feet, through a central angle of $54^{\circ} 28' 15''$, an arc length of 43.97 feet to a point of compound curvature; thence along the arc of said curve to the left having a radius of 185.00 feet, through a central angle of $31^{\circ} 17' 20''$, an arc length of 101.03 feet to a point of tangency; thence South $33^{\circ} 39' 08''$ East a distance of 50.99 feet to the Southwesterly extension of said Northwesternly 3 feet of Lot 2; thence North $40^{\circ} 37' 00''$ East a distance of 5.49 feet along said extension to said southwesterly corner of the northwesterly 3 feet of Lot 2, "Plat of Rancho San Juan Del Mar Subdivision No. 10"; thence South $23^{\circ} 58' 30''$ East a distance of 44.04 feet along the Southerly boundary of Lot 2, "Plat of Rancho San Juan Del Mar Subdivision No. 10"; thence South $50^{\circ} 20' 30''$ West a distance of 26.02 feet to the Southerly most corner of said tract; thence North $33^{\circ} 28' 00''$ West a distance of 8.23 feet; thence North $50^{\circ} 26' 00''$ East a distance of 20.00 feet; thence North $39^{\circ} 34' 00''$ West a distance of 20.00 feet; thence South $50^{\circ} 26' 00''$ West a distance of 17.86 feet;

thence North $33^{\circ}28'00''$ West a distance 110.80 to a point on the tangent of a curve to the Northeast concave to the Southwest having an initial bearing of South $56^{\circ}32'00''$ West;
thence along the arc of said curve to the left having a radius of 984.93 feet, through a central angle of $8^{\circ}37'13''$, an arc length of 148.19 feet;
thence North $72^{\circ}24'12''$ East a distance of 240.70 feet to the TRUE POINT OF BEGINNING.

Situated in Skagit, County Washington

Exhibit C

20200812013208/12/2020 03:55 PM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor**Return Address:**

Law Offices of
Jeffrey M. Eustis, PLLC
4616 25th Avenue NE, 608
Seattle, WA 98105

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)**QUIT CLAIM DEED, dated June 19, 2020****Reference Number(s) of Documents assigned or released:**

N/A

Grantor(s) (Last name, first name, initials)

Michael and Tina Sullivan, husband and wife;

Grantee(s) (Last name first, then first name and initials)

Justin M. Falk and Brittany K. Falk, husband and wife

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

Portion of Government Lot 1 of Section 35, Township 35 North, Range 1 East, W.M., within
Skagit County, as more fully described on Exhibit A to Quit Claim Deed

The full legal description is set forth on pages 3-4 of document.

Assessor's Property Tax Parcel/Account Number☐ Assessor Tax # not yet assigned

Grantors' parcel number P32546 (350135-0-005-0002)

Grantees' parcel number P68416 (3981-000-002-0005)

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as
an emergency nonstandard document), because this document does not meet margin and formatting requirements.
Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text
of the original document as a result of this request."

Signature of Requesting Party

Note to Submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

When recorded return to:

Law Offices of
Jeffrey M. Eustis, PLLC
4616 25th Avenue NE, 608
Seattle, WA 98105

QUIT CLAIM DEED

Related documents: N/A

GRANTORS: Michael Sullivan and Tina Sullivan, husband and wife

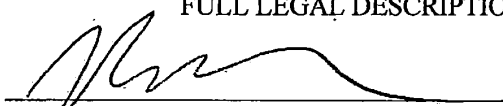
GRANTEES: Justin M. Falk and Brittany K. Falk, husband and wife

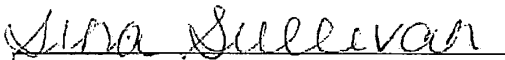
LEGAL DESCRIPTION: Full legal on Exhibit A

ASSESSOR'S PARCEL NUMBER: None assigned

Grantors, Michael Sullivan and Tina Sullivan, husband and wife hereby convey and quit claim to Justin M. Falk and Brittany K. Falk, husband and wife, any and all interest Grantors may have in and to the following described real estate, situated in the Skagit County, Washington:

FULL LEGAL DESCRIPTION ATTACHED ON EXHIBIT A


Michael Sullivan


Tina Sullivan

[Acknowledgements follow]

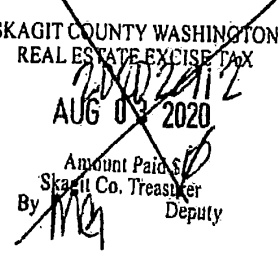
BOUNDARY ADJUSTMENT


Reviewed and approved in accordance
with Skagit County Code Chapter 14.18


Skagit Co. Planning & Dev. Services

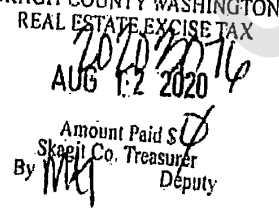
7/22/2020
Date


SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX


AUG 03 2020

Amount Paid \$
By  Skagit Co. Treasurer
Deputy

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

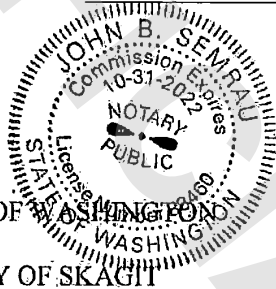

AUG 12 2020

Amount Paid \$
By  Skagit Co. Treasurer
Deputy

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that MICHAEL SULLIVAN is the person who appeared before me and signed this Settlement Agreement and release, acknowledging it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 19, 2020.

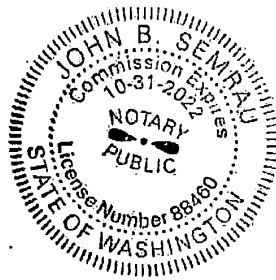


Printed Name: John B. Semrau
NOTARY PUBLIC in and for the State of
Washington. My Commission Expires:
10-31-2020

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that TINA SULLIVAN is the person who appeared before me and signed this Settlement Agreement and release, acknowledging it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 19, 2020.



Printed Name: John B. Semrau
NOTARY PUBLIC in and for the State of
Washington. My Commission Expires:
10-31-2020

EXHIBIT A

Legal Description

UNO

THAT PORTION OF GOVERNMENT LOT 1, SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST EASTERLY CORNER OF LOT 1 OF THE PLAT OF RANCHO SAN JUAN DEL MAR NO. 10, AS PER PLAT FILED IN VOLUME 9 OF PLATS, AT PAGES 28 AND 29, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 58° 14' WEST, A DISTANCE OF 4.60 FEET TO THE MOST WESTERLY CORNER OF MCCORKLE PLACE AS SHOWN ON SAID PLAT AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 31° 46' EAST ALONG THE NORTHWESTERLY LINE OF SAID MCCORKLE PLACE A DISTANCE OF 50.00 FEET; THENCE NORTH 49° 36' 21" WEST A DISTANCE OF 101.42 FEET TO A WESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DEEDED TO ARNOLD L. BOYLE UNDER AUDITOR'S FILE NO. 553733;
THENCE SOUTH 25° 18' 16" WEST A DISTANCE OF 59.82 FEET TO A POINT ON A NON-TANGENT CURVE TO THE NORTHWEST CONCAVE TO THE SOUTH HAVING AN INITIAL RADIAL BEARING OF SOUTH 13° 58' 41" WEST;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 92.00 FEET, THROUGH A CENTRAL ANGLE OF 51° 37' 17", AN ARC LENGTH OF 82.88 FEET;
THENCE SOUTH 37° 38' 36" EAST A DISTANCE OF 5.00 FEET;
THENCE SOUTH 52° 06' 27" WEST A DISTANCE OF 4.84 FEET TO A POINT OF CURVATURE;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 46.25 FEET, THROUGH A CENTRAL ANGLE OF 54° 28' 15", AN ARC LENGTH OF 43.97 FEET TO A POINT OF COMPOUND CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 31° 17' 20", AN ARC LENGTH OF 101.03 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 33° 39' 08" EAST A DISTANCE OF 50.99 FEET TO THE SOUTHWESTERLY EXTENSION OF SAID NORTHWESTERLY 3 FEET OF LOT 2;
THENCE NORTH 40° 37' 00" EAST A DISTANCE OF 5.49 FEET ALONG SAID EXTENSION TO SAID SOUTHWESTERLY CORNER OF THE NORTHWESTERLY 3 FEET OF LOT 2, PLAT OF RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 10;
THENCE NORTH 23° 58' 30" WEST A DISTANCE OF 98.23 FEET ALONG THE WESTERLY BOUNDARY OF LOT 2 AND LOT 1, PLAT OF RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 10, TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THE NORTHERLY BOUNDARY OF SAID LOT 1 HAVING A RADIUS OF 67.19 FEET, THROUGH A CENTRAL ANGLE OF 145° 44' 30", AN ARC LENGTH OF 170.91 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 58° 14' 00" EAST ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 1 A DISTANCE OF 63.45 FEET TO THE TRUE POINT OF BEGINNING.

SITUATED IN SKAGIT, COUNTY WASHINGTON

Exhibit D

20200812013408/12/2020 03:55 PM Pages: 1 of 4 Fees: \$105.50
Skagit County Auditor**Return Address:**Law Offices of
Jeffrey M. Eustis, PLLC
4616 25th Avenue NE, 608
Seattle, WA 98105Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)**SPECIAL WARRANTY DEED, dated June 18, 2020****Reference Number(s) of Documents assigned or released:**

N/A

Grantor(s) (Last name, first name, initials)

Justin M. Falk and Brittany K. Falk, husband and wife

Grantee(s) (Last name first, then first name and initials)

Michael and Tina Sullivan, husband and wife

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)Portion of Government Lot 1 of Section 35, Township 35 North, Range 1 East, W.M., within
Skagit County, as more fully described on Exhibit A to Special Warranty Deed

The full legal description is set forth on page 3 of document.

Assessor's Property Tax Parcel/Account Number☐ Assessor Tax # not yet assigned

Parcel number: P32545; 350135-0-004-0003

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as
an emergency nonstandard document), because this document does not meet margin and formatting requirements.
Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text
of the original document as a result of this request."

Signature of Requesting Party

Note to Submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

When recorded return to:

Law Offices of
Jeffrey M. Eustis, PLLC
4616 25th Avenue NE, 608
Seattle, WA 98105

SPECIAL WARRANTY DEED

Related documents: N/A

GRANTORS: Justin M. Falk and Brittany K. Falk, husband and wife

GRANTEES: Michael and Tina Sullivan, husband and wife

LEGAL DESCRIPTION: Full legal on Exhibit A

ASSESSOR'S PARCEL NUMBER: P32545; 350135-0-004-0003

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2020 2013
AUG 12 2020

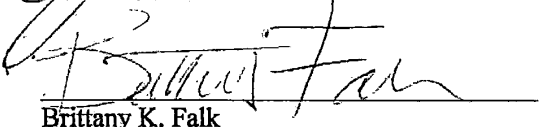
Amount Paid \$0
By Skagit Co. Treasurer
Deputy
WKE

Grantors, Justin M. Falk and Brittany K. Falk, husband and wife, in consideration of ten dollars and other good and valuable consideration hereby convey to Michael and Tina Sullivan, husband and wife, the following described real estate, situated in the Skagit County, Washington:

FULL LEGAL DESCRIPTION ATTACHED ON EXHIBIT A


and warrant that at the time of the making and delivery of such deed Grantors were lawfully seized of an indefeasible estate in fee simple in and to the premises therein described and had good right and full power to convey the same and warrant and covenant to defend the described real estate against all persons lawfully asserting claims to said real estate through Grantors, but disclaim all covenants arising by statute or implication, including for fitness and/or suitability for use and against any encumbrances that may have attached prior to Grantors holding title to the property.


Justin M. Falk


Brittany K. Falk

BOUNDARY ADJUSTMENT

Reviewed and approved in accordance
with Skagit County Code Chapter 14.18


Skagit Co. Planning & Dev. Services

Date

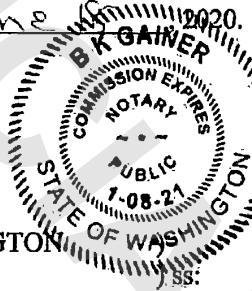
8/12/2020

[Acknowledgements follow]

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JUSTIN FALK is the person who appeared before me and signed this instrument, acknowledging it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 18, 2020.



B K Gainer
Printed Name: B K Gainer
NOTARY PUBLIC in and for the State of
Washington. My Commission Expires:
Jan. 08, 2021

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that BRITTANY FALK is the person who appeared before me and signed this instrument, acknowledging it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 18, 2020.



B K Gainer
Printed Name: B K Gainer
NOTARY PUBLIC in and for the State of
Washington. My Commission Expires:
Jan. 08, 2021

EXHIBIT A

Legal Description

That portion of Government Lot 1 of Section 35, Township 35 North, Range 1 East, W.M., described as follows:

Beginning on Easterly line of roadway abutting on Easterly line of Tract C to a point with Southeasterly line Lot 13 of "Rancho San Juan Del Mar, Subdivision No. 1", as per plat recorded in Volume 5 of Plats, page 27, as projected and said projection would intersect said Easterly line said highway from point of beginning; thence in straight line on said projected line 20 feet; thence to left at right angles 20 feet; thence at right angle 20 feet, more or less, to highway; thence along East line to point of beginning, situated in the State of Washington, County of Skagit, subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey. Said premises being the same properties as were conveyed by deeds recorded as Auditor's File Nos. 8404110021 and 9708010038.

Exhibit E

STIPULATION AND ORDER
ESTABLISHING BOUNDARY OVER DISPUTED PROPERTY
[DRAFT]

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

MICHAEL S. SULLIVAN AND TINA
SULLIVAN, husband and wife,

Plaintiffs,

v.

JUSTIN M. FALK AND BRITTANY K.
FALK, husband and wife (Substituted for
DAVID W. BARNET AND JULIE Z.
BARNET),

Defendants.

JUSTIN M. FALK AND BRITTANY K.
FALK, husband and wife (Substituted for
DAVID W. BARNET AND JULIE Z.
BARNET),

Crossclaim Plaintiffs,

v.

THE HEIRS AND DEVISEES OF
PATRICIA L. CRAWFORD, deceased;
PEOPLES NATIONAL BANK OF
WASHINGTON; and ALL PERSONS
CLAIMING ANY INTEREST IN THE
PROPERTY DESCRIBED IN PAR 1.2 OF
PLAINTIFFS' COMPLAINT,

Crossclaim Defendants.

NO. 11-2-02276-8

STIPULATION AND ORDER
ESTABLISHING BOUNDARY OVER
DISPUTED PROPERTY

STIPULATION AND ORDER ESTABLISHING
BOUNDARY OVER DISPUTED PROPERTY - 1

LAW OFFICES OF
JEFFREY M. EUSTIS, PLLC
4616 25th Ave., No. 608
Seattle, Washington 98105
Tel. (206)919-9383
eustislaw@comcast.net

1
2 Plaintiffs, Michael S. Sullivan and Tina Sullivan, through their counsel Richard
3 Hughes, and defendants and crossclaim plaintiffs Justin M. Falk and Brittany K. Falk,
4 through their counsel, Jeffrey M. Eustis, hereby stipulate to the following facts and
5 request the Court enter this order to: 1) establish the true legal boundary between the
6 parties' properties as shown on the survey attached hereto as Exhibit A ("survey")
7 pursuant to RCW 58.04.007 and .020; and 2) establish easements as described and
8 delineated on the survey.
9

10 RECITALS

11 1. The plaintiffs, Michael and Tina Sullivan ("Sullivans") are the owners of
12 residential real property located at 11679 McCorkle Place, Anacortes, Washington, as
13 identified on Exhibit A under the "Before Description for Sullivan," which is also
14 referred to as the "Sullivan property."
15

16 2. The Justin M. Falk and Brittany K. Falk ("Falks") are successors to David
17 and Julie Barnet ("Barnets"), former owners of residential real property located at
18 11688 McCorkle Place, Anacortes, also in Skagit County, Washington, as that
19 property is identified on Exhibit A under the "Before Description for Falk," which is also
20 referred as the "Falk property."
21

22 3. In November 2011, the Sullivans initiated this action against the Barnets
23 (and several other named defendants) to quiet title to property (the "disputed area")
24
25
26

STIPULATION AND ORDER ESTABLISHING
BOUNDARY OVER DISPUTED PROPERTY - 2

LAW OFFICES OF
JEFFREY M. EUSTIS, PLLC
4616 25th Ave., No. 608
Seattle, Washington 98105
Tel. (206)919-9383
eustislaw@comcast.net

1 that lies between the Sullivan and Barnet (now Falk) properties.¹ This disputed area
2 was "left over" after the creation of a subdivision and was not included within either of
3 the Sullivan or Falk properties. The disputed area is legally described on Exhibit A as
4 the "Quiet Title Description."

5
6 4. In April 2012, the Barnets answered the complaint denying the Sullivans'
7 claims and counterclaimed to quiet title to the disputed area in their own names.² The
8 court previously entered orders of default with respect to all other defendants.
9 Consequently, prior to the Falks' purchase of the Barnets' interests, the only parties
10 with claims to the disputed area were the Sullivans and the Barnets.

11 5. In July of 2015, the Barnets sold their property to the Falks and
12 assigned to the Falks any and all claims under this action. The Falks
13 substituted in for the Barnets in October 2017.³

14
15 6. On August 2, 2019, the Sullivans and the Falks entered into a
16 Settlement Agreement under CR 2A to resolve their competing claims to the disputed
17 property by agreeing to a division of that property including the granting of easements.

18 Now therefore, pursuant to the terms of the Settlement Agreement of August 2,
19 2019, the Sullivans and Falks, by and through their respective counsel stipulate and
20 agree as follows.
21

22
23
24 ¹ Superior Court Sub File No. 2.

25 ² Sub File No. 13.

26 ³ See Order Granting Barnets' Motion Substituting Parties entered on October 6, 2017.

STIPULATION

1
2 1. The disputed area, as described by the Quiet Title Description on Exhibit
3 A, shall be divided as described and delineated on Exhibit A, to wit:

4 a. A portion of the disputed area shall be merged with the Falk
5 property as described on Exhibit A by the "After Description for Falk."

6 b. A portion of the disputed area shall be merged with the Sullivan
7 property as described on Exhibit A by the "After Description for Sullivan."

8 c. Over a portion of the "After Description for Falk" the Falks grant to
9 the Sullivans, and to their heirs, assigns and successors and guests, a non-exclusive
10 easement to the McCorkle Place cul de sac, as described and delineated on Exhibit A,
11 for vehicle and pedestrian ingress and egress only, but not for the parking or storage
12 of vehicles, recreational equipment, building materials, placement of waste cans,
13 guest parking, and the like, subject to the Falks' use of this easement area for vehicle
14 and pedestrian ingress and egress only, but not for the parking or storage of vehicles,
15 recreational equipment, building materials, placement of waste cans, guest parking,
16 and the like. Maintenance and repair of the portion of the access easement lying
17 between McCorkle Place cul de sac and the edge of the Sullivan property shall be the
18 responsibility of the Falks. Maintenance and repair of the gravel road lying within the
19 Sullivan property shall be the responsibility of the Sullivans.
20
21

22 d. Over a portion of the "After Description for Sullivan" the Sullivans
23 grant to the Falks a temporary easement to allow tree toppers access for the topping
24 of the trees on the lower part of the Falk property as needed and for access across
25
26

STIPULATION AND ORDER ESTABLISHING
BOUNDARY OVER DISPUTED PROPERTY - 4

LAW OFFICES OF
JEFFREY M. EUSTIS, PLLC
4616 25th Ave., No. 608
Seattle, Washington 98105
Tel. (206)919-9383
eustislaw@comcast.net

1 the gravel road on the Sullivan property as described and delineated on Exhibit A,
2 provided that: the work would be performed by a licensed, bonded and insured
3 company; the Falks and their tree toppers would be responsible for clean-up of limbs
4 and other debris; and the Falks would indemnify the Sullivans for any damages or
5 injuries from tree topping in the easement area.
6

7 2. By the terms of the Settlement Agreement, the Falks shall convey by
8 special warranty deed to Sullivans Skagit County Tax Parcel 32545, which the Falks
9 acquired on November 19, 2018.

10 3. The parties agree and stipulate to the entry of the order below.

11 ORDER

12 THIS MATTER came on before the undersigned judge of the above-entitled
13 court upon the foregoing stipulation of the parties, which the court finds sufficient and
14 deeming itself fully advised, now therefore,
15

16 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

17 1. Title to the disputed area between the parties' respective parcels, as that
18 disputed area is described on Exhibit A by the "Quiet Title Description" is hereby
19 quieted to Falks as described in the "After Description for Falk" and quieted to
20 Sullivans as described in the "After Description for Sullivan," as those descriptions are
21 set forth and delineated on Exhibit A, subject to the easements between Falks and
22 Sullivans as described and delineated on Exhibit A.
23

24 2. The survey at Exhibit A shall be recorded within seven (7) days of this
25 order.
26

STIPULATION AND ORDER ESTABLISHING
BOUNDARY OVER DISPUTED PROPERTY - 5

LAW OFFICES OF
JEFFREY M. EUSTIS, PLLC
4616 25th Ave., No. 608
Seattle, Washington 98105
Tel. (206)919-9383
eustislaw@comcast.net

1 Done in open court this _____ day of _____, 2020.

2
3 _____
4 Superior Court Judge

5 It is so stipulated;
6 Presented by:

7 LAW OFFICES OF JEFFREY M. EUSTIS, PLLC

8 _____
9 Jeffrey M. Eustis, WSBA #9262
10 Attorney for Justin and Brittany Falk

11 It is so stipulated;
12 Approved as to form and for entry;
13 Notice of presentation waived

14 _____
15 Richard J. Hughes, WSBA #22897
16 Attorney for Michael and Tina Sullivan

17
18
19
20
21
22
23
24
25
26

STIPULATION AND ORDER ESTABLISHING
BOUNDARY OVER DISPUTED PROPERTY - 6

LAW OFFICES OF
JEFFREY M. EUSTIS, PLLC
4616 25th Ave., No. 608
Seattle, Washington 98105
Tel. (206)919-9383
eustislaw@comcast.net

Exhibit A

Reduced Copy of
Boundary Line Adjustment
AFN 202008120133

DRAWING FILE: 4972BLA2.DWG 5/13/2020

AFTER DESCRIPTION FOR FALK

LOT 1 AND THE NORTHWESTERLY 3 FEET OF LOT 2 (SAID NORTHWESTERLY 3 FEET OF LOT 2 LYING PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 1), "PLAT OF RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 10," ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF MAPS, PAGES 28 AND 29, RECORDS OF SKAGOT COUNTY, WASHINGTON.

[illegible][illegible]

TEMPORARY TREE TOPPING EASEMENT TO FALK

ORDER A PORTION OF THE "ENTER DESCRIPTION FOR SULLIVAN" THE SULLIVANS GRANT TO SULLIVAN AND TO THEIR SUCCESSORS A TEMPORARY EASEMENT TO ALLOW THEIR TOPPERS ACCESS AS NEEDED FOR THE TOPPING OF THE TREES ON THE LOWER PART OF THE PULK PROPERTY AND FOR ACCESS ACROSS THE GRAVEL ROAD ON THE SULLIVAN PROPERTY. PROVIDED THAT, THE WORK WOULD BE PERFORMED BY A LICENSED, BONDED AND INSURED CONTRACTOR. THE SULLIVANS AND THEIR TREE TOPPERS WOULD BE RESPONSIBLE FOR CLEAN-UP OF THE PULKS AND EMBANKMENTS, AND THE PULKS WOULD INDEMNIFY THE SULLIVANS FOR ANY DAMAGES OR INJURIES FROM TREE TOPPING IN THE EMBANKMENT AREA.

A NON-EXCLUSIVE AND TEMPORARY 15 FOOT EASEMENT OVER A PORTION OF GOVERNMENT LOT 1 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., SAID 15 FOOT EASEMENT LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

CORNER AND THE NORTHWESTLY CORNER OF THE WESTERLY LOTS, 3 FEET OF LOT 2, 10 FEET OF RANCHO SAN JUAN DE LOS RIOS, AS HEREIN PLAYED IN VOLUME 9 OF PLATS, MAPS AND RECORDS OF THE PUBLIC LANDS OF THE UNITED STATES, BEING A DISTANCE OF 5.89 FEET ALONG THE EXTENSION OF SAID NORTHEASTLY 40° 37' 00" WEST; A DISTANCE OF 5.89 FEET ALONG THE EXTENSION OF SAID NORTHEASTLY 40° 37' 00" WEST TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 33°29'00" WEST A DISTANCE OF 50.69 FEET TO A POINT OF CALIBRATION; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 185.00 FEET, AN ARC LENGTH OF 317.27' 00" AND ARC LENGTH OF 101.00 FEET TO A POINT OF CALIBRATION; THENCE SOUTHWESTLY ALONG A STRAIGHT LINE A DISTANCE OF 10.00 FEET TO A POINT OF CALIBRATION; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 46.25 FEET, AN ARC LENGTH OF 14.00 FEET TO A POINT OF CALIBRATION; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.25 FEET, AN ARC LENGTH OF 14.00 FEET TO A POINT ON THE LINE THAT IS SUBTENDED BY THE GREENSBAY AREA AND THE TERMINUS OF

AFTER DESCRIPTION FOR SULLIVAN

THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THE SHALM INTERSECTS AT THE SOUTHERN LINE OF LOT 33 OF RANGHO SAN ALYN DEW WHERE THE SOUTHERN LINE OF LOT 33 IS 66 FEET LONG. THE LINE RECORDED IN VOLUME 35 OF PLATS, PAGE 27, RECORDS OF SLOOT COUNTY, MINNESOTA, THE NORTHWESTERN, ACROSS SAID HIGHWAY, PARALLEL TO THE SOUTHERN LINE OF SAID LOT 33, 60 FEET TO THE TRUE POINT OF BEGINNING OF SAID LOT 33, A DISTANCE OF 225 FEET; THENCE NORTHWESTERLY, ACROSS SAID HIGHWAY, PARALLEL TO THE SOUTHERN LINE OF SAID LOT 33, 60 FEET TO THE TRUE POINT OF BEGINNING OF SAID LOT 33, A DISTANCE OF 225 FEET; THENCE NORTHWESTERLY, PARALLEL TO THE SOUTHERN LINE OF SAID LOT 33, A DISTANCE OF 225 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY A DISTANCE OF 120 FEET; THENCE IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST, MAP DESCRIBED AS FOLLOWS:

BEGINNING ON EASTERLY LINE OF ROAD ADJUTING ON EASTERLY LINE OF TRACT C TO POINT WITH SOUTHEASTERLY LINE LOT 13 OF RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 15, AS PER PLAT INTERESTED IN VOLUME 5 OF PLATS, PAGE 72, AS PROTECTED AND SAID BEACHLINE HOLD INTERSECT SAN SYSTEM, LINE SAG HIGHWAY FROM POINT OF BEGINNING, TO POINT OF BEGINNING, BEING 20 FEET, MORE OR LESS, THEREAFTER TO LEFT AT RIGHT ANGLES 20 FEET, THENCE AT RIGHT ANGLES 20 FEET, MORE OR LESS, TO HIGHWAY, THENCE ALONG EAST LINE TO POINT OF BEGINNING, SAID PERMITS BEING THE SAME PROPERTIES AS WERE CONVEYED BY DEEDS RECORDED AS AUDITOR'S FILE NOS. 15466 AND 15467 AND 15468.

[illegible][illegible]

REFERENCE NORTH 5623.00' EAST A DISTANCE OF 20.00 FEET;
 REFERENCE SOUTH 5092.00' WEST A DISTANCE OF 12.00 FEET;
 REFERENCE NORTH 3328.00' WEST A DISTANCE TO BE ADJ. TO A POINT ON THE TANGENT OF A CURVE TO THE SOUTHWEST CONCAVE TO THE SOUTHWEST HAVING AN INITIAL BEARING OF 99.9403 FEET;
 REFERENCE NORTH 7234.12' EAST A DISTANCE OF 246.70 FEET TO THE TRUE POINT OF BEGINNING.

VEHICLE AND PEDESTRIAN EASEMENT TO SILLIMAN

[illegible]

A NON-EXCLUSIVE 15 FOOT EASEMENT OVER A PORTION OF GOVERNMENT LOT 1 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., SAID 15 FOOT EASEMENT BEING 7.5 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 1 OF THE PLAT OF RANGES 28 AND 29 TOWNSHIP 6N, RANGE NO. 10, AS PER PLAT FILED IN VOLUME 6 OF PLATS, AT PAGES 78 AND 29 OF THE PUBLIC LAND RECORDS FOR THE DISTRICT OF NEBRASKA, AND THENCE S 89° 56' 00" E, A DISTANCE OF 4.60 FEET TO THE MOST WESTERLY CORNER OF MCCORMICK PLACE AS SHOWN ON SAID PLAT; THENCE NORTH 31° 06' 00" EAST ALONG THE NORTHWESTERLY LINE OF SAID MCCORMICK PLACE A DISTANCE OF 30.21 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 50' 24" WEST A DISTANCE OF 69.44 FEET

THENCE NORTH 69° 50' 46" WEST A DISTANCE OF 20.64 FEET TO A POINT ON THE LINE

THENCE NORTH 89° 50' 46" WEST A DISTANCE OF 20.64 FEET TO A POINT ON THE LINE

CORNER ALSO BEING SOUTH 28° 21' 15" WEST THE REMAINS OF SAID EXHIBITION, (SAID

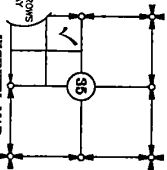
TERRAINS ALSO BEING SOUTH 28° 21' 15" WEST) WE THEN PROCEED TO THE NORTHEASTLY

CORNER OF THAT CERTAIN TRACT OF LAND DECEDED TO ARNOLD L. BOYLE UNDER ADDRESS

FILE NO. 551323), AND THE SIDELINES OF SAID 15 FOOT EASEMENT ARE TO BE ENLARGED

AND SHORTENED AS NEEDED TO INTERSECT THE EXISTING LOT LINES OF FAUL.

SITUATED IN SKAGIT COUNTY, WASHINGTON



5 13 20 20

SHEET 2 OF 3

SURVEY OF LOT 1 & A PORTION OF LOT 2
PLAT OF RANCHO SAN JUAN DEL MAR DIV. 10

SECTION 35, T. 35 N., R. 1 E., W.M.

FOR: JUSTIN AND BRITTANY FALK

FB. 290	Pg. 13-16	SEARAU ENGINEERING & SURVEYING SURVEYING • ENGINEERING • PLANNING MOUNT VERNON, WA 98273 360-424-8588	SCALE: 1" = 50'
MERIDIAN:	PLAT		JOB NO. A972

