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Skagit County Auditor

SKAGIT COUNTY
Contract # C20200675
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RELEASE & SETTLEMENT AGREEMENT.

THIS RELEASE & SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between Kristine F. Leander, a single person (referred to herein as "Leander"), and Skagit County, a Political Subdivision of the State of Washington (referred to herein as the "County"). Lender and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

I. RECITALS & BACKGROUND.

WHEREAS, Leander own certain real property commonly described as 15259 Doris Street, Anacortes, WA 98221; Skagit County Assessor Parcel Number: P73343 (herein the "Leander Property"); and Fidalgo City Lot 4 Bl 220

WHEREAS, the Leander Property abuts certain platted but unopened right-of-way, as depicted per the plat known as "Map of Fidalgo City, Skagit Co., Washington"; and

WHEREAS, the County has no record of the County ever using or maintaining said right-of-way for public County road purposes, and the County otherwise asserts no interest in said right-of-way; and

WHEREAS, the parties recognize that Leander could file a lawsuit against the County to quiet title to portion(s) of said right-of-way (the "potential lawsuit"); and

WHEREAS, the parties wish to avoid the additional time and costs that would be incurred in the litigation of the potential lawsuit; and

WHEREAS, the parties have agreed to a compromise and settlement of the potential lawsuit, and desire to reduce their agreement to writing and settle all matters associated with the potential lawsuit pursuant to the terms of this Agreement.

II. TERMS & CONDITIONS.

In consideration of the forgoing, and of the following terms and conditions, the parties mutually agree as follows:

- MUTUAL RELEASE OF CLAIMS:** Upon the mutual execution of this Agreement, and upon the execution and recording of the Quit Claim Deed (as more particularly described in Section 2., below), the parties hereby forever release and discharge each other and their employees, volunteers, officers and/or agents in both their official and individual capacities from any and all past, present, and/or future claims, demands, judgments, debts, costs, liabilities, expenses, suits, and proceedings of any kind any nature, whether known or unknown, and whether liquidated or un-liquidated, arising prior to the date of this Agreement that have been or could have been alleged as related to the potential lawsuit, other than claims alleging breach of this Agreement. Each party shall be responsible for its/their own legal fees and costs arising from and/or related to

this matter, and neither party shall be liable or responsible for the payment of the other party's legal fees or costs.

1.2 The parties each represent that they have not assigned, transferred, conveyed, pledged, sold, disposed of, or otherwise encumbered any of the claims (or potential claims) they are releasing herein.

1.3 The parties each represent that they know of no other person or entity that has any interest in any of the claims they are releasing herein, or in any other subject matter of this Agreement.

2. **QUIT CLAIM DEED:** Concurrent with (or subsequent to) the execution of this Agreement, the County agrees to provide a quit claim deed to Leander for portion(s) of platted but unopened right-of-way ("Quit Claim Deed"). The substantial form of the Quit Claim Deed, including the legal description for the portion(s) platted but unopened right-of-way, is attached hereto as Exhibit "A" and is hereby incorporated by reference. Leander recognizes that the Quit Claim Deed provided by the County will only release the County's interest (if any) in the applicable portion(s) of right-of-way as described in the Quit Claim Deed, and will not divest any third person(s) or parties of any private easement(s), or other private rights of way, which may be claimed to the right-of-way as described in the Quit Claim Deed. Leander further recognizes that the Quit Claim Deed is given to quiet title to a public right-of-way pursuant to Laws 1889-90, Chapter 19, Section 32 and Laws of 1909, Chapter 90, Section 1, in recognition that this right-of-way was unopened between 1890 and 1904. Leander shall defend, indemnify, and hold harmless the County from any claims brought against the County by any third party asserting an interest in the right-of-way as described in the Quit Claim Deed. But for the terms of this Agreement, the County would not be providing the Quit Claim Deed.

3. **NOTICES:** All notices (and documents) which may be required or are required to be given by any party to any other party hereunder shall be in writing, and shall be deemed to have been given if delivered personally, sent by a nationally recognized overnight delivery service, or if mailed via U.S. Mail:

For Leander:
Mr. Craig Sjoström, Attorney
1204 Cleveland Ave.
Mount Vernon, WA 98273
Ph: (360) 848-0339

For the County:
Skagit County Prosecuting Attorney's Office,
Civil Division
Attn: Stephen R. Fallquist
605 South Third Street
Mount Vernon, WA 98273
Ph: (360) 416-1600

4. **CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by subsequent written agreement duly executed by the parties hereto. Waiver or breach of any term or

condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

5. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this extent and end the terms and conditions of this Agreement are declared severable.

6. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, employee, or other representative of either party.

7. **WAIVER & MODIFICATION:** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by a subsequent instrument, in writing, duly executed by the parties hereto.

8. **DEFAULT:** Failure of the parties to comply with the terms of this Agreement shall constitute default.

9. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington. This Agreement is subject to public disclosure pursuant to applicable law (including RCW 42.56).

10. **CAPTIONS & COUNTERPARTS:** The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11. **NEUTRAL AUTHORSHIP:** Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

12. **TIME OF PERFORMANCE:** Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

13. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions mutually agreed upon by the parties. This Agreement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items

incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Dated this 18th day of November, 2020.

Kristine F. Leander
Kristine F. Leander

Approved as to form:

By: [Signature]
Craig Sjostrom, WSBA # 21149
Attorney for Leander

STATE OF WASHINGTON }
COUNTY OF King } ss.

I certify that I know or have satisfactory evidence that Kristine F. Leander, a single person, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 18th day of November, 2020.



[Signature]
Notary Public
Print name: Kellie Eilertsen
Residing at Gentle Way
My appointment expires 11/19/22

DATED this 14 day of December, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahstedt

Kenneth A. Dahstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Linda Hammer

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

[Signature]

Department Head

County Administrator

Approved as to form:

[Signature] 11/25/20
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]

Risk Manager

Approved as to budget:

Trisha Logue

Budget & Finance Director

Exhibit "A"

Quit Claim Deed.

(See next page).

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Skagit County Auditor

After recording return to:

Mr. Craig Sjoström, Attorney
1204 Cleveland Ave.
Mount Vernon, WA 98273SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX2021-501
FEB 04 2021Amount Paid \$ 0
Skagit Co. Treasurer
By Deputy**Document Title:** Quit Claim Deed**Grantor:** Skagit County, a Political Subdivision of the State of Washington.**Grantee:** Kristine F. Leander, a single person.**Tax Parcel No(s):** P73343 (XrefID: 4101-220-014-0008).**Abbreviated Legal:**

(0.0600 ac) FIDALGO CITY LOT 14 BLK 220 25' VAC POTTER ST & PTN OF VAC FR ST TO W 15' OF 14 & N 25' OF S 36' OF PTN VAC POTTER ST ABUTTING LOTS 14 & 15 & ALSO S 11FT OF W 15FT OF 14.

Situate in Skagit County, State of Washington.

QUIT CLAIM DEED

The Grantor, **Skagit County**, a Political Subdivision of the State of Washington, for the sole purpose of correcting inaccuracies in title, to facilitate the issuance of title insurance, and not for monetary consideration, but for good and valuable consideration, conveys and quit claims to **Kristine F. Leander**, a single person, the Grantee, the following described real estate, including any after-acquired interest of Grantor, situated in the County of Skagit, State of Washington:

See, **Exhibit A**, attached hereto and incorporated by reference.

Situate in Skagit County, State of Washington.

This deed is given to quiet title to a public right-of-way pursuant to Laws 1889-90, Chapter 19, Section 32 and Laws of 1909, Chapter 90, Section 1, in recognition that this right-of-way was unopened between 1890 and 1904, and not for monetary consideration. The purpose of this deed is solely to correct an inaccuracy in the records of title.

This conveyance is subject to private easements and/or private rights-of-way, and/or other claims of use and/or possession, if any, over and across the above-described real property.

The above-described property is combined with adjoining properties of Grantee, and shall not be conveyed as separate building lots without compliance with applicable Skagit County code. The property described herein is to be aggregated with the property owned by Grantee as part

of the recognition of the reversionary rights of Grantee to vacated street and alleys, and is not for the purpose of creating additional building lot(s).

DATED this 14 day of December, 2020.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen
RON WESEN, Chair

Kenneth A. Dahlstedt
KENNETH A. DAHLSTEDT, Commissioner

Lisa Janicki
LISA JANICKI, Commissioner

Attest:

Linda Hammons
Clerk of the Board

Approved as to form:

[Signature] 11/25/20
Civil Deputy Prosecuting Attorney

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt, and/or Lisa Janicki is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 14 day of December, 2020.

(SEAL)

LINDA HAMMONS
NOTARY PUBLIC #131285
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 29, 2023

Linda Hammons
Notary Public
Print name: Linda Hammons
Residing at Skagit County
My commission expires 11-29-2023

Exhibit A

LEGAL DESCRIPTION

That portion of the West 25 feet of the East 50 feet of Potter Ave., "MAP OF FIDALGO CITY, SKAGIT COUNTY, WASH." as per the plat thereof dated November 7th, 1889 and recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Wash., described as follows:

BEGINNING at the intersection of the North line of vacated Front St., "MAP OF FIDALGO CITY, SKAGIT COUNTY, WASH." as per the plat thereof dated November 7th, 1889 and recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Wash., with the centerline of the said Potter Ave.;

thence North to the North line of the South 36 feet of that portion of the vacated East 25 feet of Potter Street abutting upon Lots 14 and 15, Block 220, of said plat;

Thence East 25 feet;

Thence South to the North line of the said vacated Front St.;

Thence West along the said North line to the POINT OF BEGINNING.

Situate in Skagit County, State of Washington.