



201904100006

04/10/2019 09:39 AM Pages: 1 of 5 Fees: \$202.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

WHEN RECORDED RETURN TO:

PETER R. DWORKIN
BELCHER SWANSON LAW FIRM, PLLC
900 DUPONT STREET
BELLINGHAM, WA 98225

APR 10 2019

Amount Paid \$
Skagit Co. Treasurer
By *mlm* Deputy

Document Title:	Release and Waiver of Easement Claims in Settlement
Grantor:	Matthew R. Prombo and Jennifer R. Nelson, Husband and Wife
Grantee:	US Bank National Association as Trustee for GreenPoint Mortgage Pass-Through Certificates Series 2007-AR2
Legal Description:	Lots 16 and 17, Plat of Tinas Coma, as Rec. at AF 200008110004,
Assessor's Tax Parcel ID Nos:	P117051 and P117052

RELEASE AND WAIVER OF EASEMENT CLAIMS
IN SETTLEMENT

THIS RELEASE AND WAIVER OF EASEMENT CLAIMS IN SETTLEMENT ("Release and Waiver") is entered into by and between Matthew R. Prombo and Jennifer R. Nelson, husband and wife ("Prombo") and U.S. BANK NATIONAL ASSOCIATION as trustee for GreenPoint Mortgage Funding Trust Mortgage Pass-Through Certificates Series 2007-AR2 ("US Bank"). Collectively, Prombo and US Bank are referred to as the "Parties" herein.

RECITALS:

WHEREAS Prombo is the owner of real property, more particularly described on Exhibit "A" ("Prombo Property");

WHEREAS US Bank is the owner of real property, more particularly described on Exhibit "B" ("US Bank Property").

WHEREAS Both the Prombo Property and the US Bank Property are located within the Plat of Tinas Coma, recorded at Skagit County Auditor's File No. 200008110004 ("The Plat").

WHEREAS Prombo filed a lawsuit at Skagit County Superior Court Cause No. 17-2-00926-4 alleging that the Prombo Property has an easement for access and utilities over the US Bank Property and which US Bank disputed.

WHEREAS Prombo and US Bank have agreed to full settlement of the lawsuit including the Prombo Property releasing and waiving any and all claims to an easement it may have over the US Bank Property, regardless of how such right may have accrued, and the Parties as part of the settlement have therefore agreed to execute this Release and Waiver in recordable form so as the settlement will run with the land and place all on notice of the waiver of these claims.

NOW, THEREFORE, the Parties agree as follows:

1. Release and Waiver of all Easement Claims. Prombo and the Prombo Property hereby release and waive any and all claims to any type of easement which in any way grants the Prombo Property the right to enter, use, or possess the US Bank Property for any reason or purpose, including but not limited to access and utilities, regardless of how such claim may have accrued or otherwise granted such use, including easements based upon prescriptive rights and/or tacking with predecessors' use.

2. Conveyance of Claims. To the extent necessary to effectuate this Release and Waiver, the Prombos and the Prombo Property hereby convey and quitclaim to US Bank and the US Bank Property, any right, title and interest to any and all easement claims.

3. Agreement Between the Parties. This Release and Waiver is supplemental to the settlement agreement and effective between the Parties hereto but does not modify any conditions of approval of the Plat or otherwise effect the rights of other lots within the Plat.

4. Running with the Land. This Release and Waiver and any and all rights conveyed herein shall run with the land and be binding upon the successors, assigns, and heirs of the Parties hereto.

6. Effective Date. This Release and Waiver is effect as of the date all Parties hereto have signed and acknowledged.

Matthew R Prombo
MATTHEW R. PROMBO, Individually
and on behalf of his marital community

Jennifer R Nelson
JENNIFER R. NELSON, Individually and
on behalf of her marital community.

Date 2-12-18

Date 2/19/19

U.S. BANK NATIONAL ASSOCIATION as trustee for
GreenPoint Mortgage Funding Trust Mortgage
Pass-Through Certificates Series 2007-AR2

By: _____
(Printed Name)
Its: Authorized Signatory
Date _____

1. Release and Waiver of all Easement Claims. Prombo and the Prombo Property hereby release and waive any and all claims to any type of easement which in any way grants the Prombo Property the right to enter, use, or possess the US Bank Property for any reason or purpose, including but not limited to access and utilities, regardless of how such claim may have accrued or otherwise granted such use, including easements based upon prescriptive rights and/or tacking with predecessors' use.

2. Conveyance of Claims. To the extent necessary to effectuate this Release and Waiver, the Prombos and the Prombo Property hereby convey and quitclaim to US Bank and the US Bank Property, any right, title and interest to any and all easement claims.

3. Agreement Between the Parties. This Release and Waiver is supplemental to the settlement agreement and effective between the Parties hereto but does not modify any conditions of approval of the Plat or otherwise effect the rights of other lots within the Plat.

4. Running with the Land. This Release and Waiver and any and all rights conveyed herein shall run with the land and be binding upon the successors, assigns, and heirs of the Parties hereto.

6. Effective Date. This Release and Waiver is effect as of the date all Parties hereto have signed and acknowledged.

MATTHEW R. PROMBO, Individually
and on behalf of his marital community

JENNIFER R. NELSON, Individually and
on behalf of her marital community.

Date _____

Date _____

U.S. BANK NATIONAL ASSOCIATION as trustee for
GreenPoint Mortgage Funding Trust Mortgage
Pass-Through Certificates Series 2007-AR2

By: *Nationstar Mortgage LLC, its attorney in fact for*

FAY JAWATT

By: FAY JAWATT
(Printed Name)

Its: Authorized Signatory

Date 3-19-19

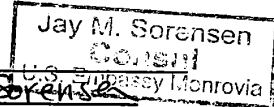
Republic of Liberia
County of Montserrat)
City of Monrovia) ss:
Embassy of the United States of America)

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 12th day of February 2019 before me personally appeared MATTHEW R. PROMBO, who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

JMSorensen
Printed Name: Jay M. Sorensen
Notary Public in and for the State of
Washington residing at Monrovia, Liberia
My Commission Expires does not expire



STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 10th day of February 2019 before me personally appeared JENNIFER R. NELSON, who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Tammy Weilmuenster
Printed Name: Tammy Weilmuenster
Notary Public in and for the State of
Washington residing at Allington
My Commission Expires Sept. 8, 2021

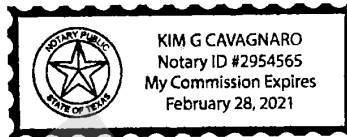


STATE OF Texas)
COUNTY OF Dallas) ss.

On this 19 day of March, 2019, before me personally appeared Fay Jonek, to me known to be the Authorized Signatory of US Bank National Association as trustee for GreenPoint Mortgage Funding Trust Mortgage Pass-Through Certificates Series 2007-AR2 that executed the within and foregoing instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Kim G Cavagnaro
PRINTED NAME: Kim G. Cavagnaro
Notary Public in and for the State of
Texas,
residing at Coppell, Texas
My commission expires: 2/28/2021



Settlement and Waiver of Easement Claim Final.docx