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09/15/2022 10:45 AM Pages: 1 of 7 Fees: \$413.00  
Skagit County Auditor

Upon recording, return to:

Ryan M. Yoke  
1540 140<sup>th</sup> Ave NE, Suite 200  
Bellevue, WA 98005

<b>REVIEWED BY</b>
<b>SKAGIT COUNTY TREASURER</b>
DEPUTY <i>Lena Thompson</i>
DATE <i>9-15-22</i>

**RELEASE & SETTLEMENT AGREEMENT.**

THIS RELEASE & SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between Steven C. Gilbert and Jackie M. Gilbert, a married couple (collectively, "Gilbert") and Skagit County, a Political Subdivision of the State of Washington (the "County"). Gilbert 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, Gilbert owns certain real property commonly described as 15903 Yokeko Drive, Anacortes, WA, Skagit County Assessor Parcel Number: P64865 (XrefID: 3898-000-001-0008), and legally described as provided pursuant to a Statutory Warranty Deed, dated June 9, 2015, as recorded per Skagit County Auditor's File No.: ~~20150618072~~ (the "Gilbert Property"); and *201506180072*

WHEREAS, the Gilbert Property abuts certain platted and unopened County right-of-way, as depicted on the plat known as "Deception Pass Waterfront Tracts" (and as legally described per the Quit Claim Deed attached as Exhibit "A" and incorporated herein), as located in the vicinity of opened County road right-of-way known as Yokeko Drive (County Road # 10000); and

WHEREAS, the County has no record of the County ever using or maintaining said unopened portion of platted right-of-way abutting the Gilbert Property for public County road purposes, and the County otherwise asserts no interest in said unopened portion of said right-of-way, although the County provides no representations or warranties to Gilbert that said unopened portion of platted right-of-way has (or has not) been used by the general public and/or other third parties; and

WHEREAS, the parties recognize that Gilbert could file a lawsuit against the County to quiet title to said unopened portion(s) of platted 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:

1. **MUTUAL RELEASE OF CLAIMS:** Upon the mutual execution of this Agreement, and upon the completion, mutual 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, rent, suits, and proceedings of any kind or nature, whether known or unknown, and whether liquidated or unliquidated, existing on, and/or arising from actions prior to the date of this Agreement and/or that have been or could have been alleged as related to the dispute, other than claims alleging breach of this Agreement, including specific performance of this Agreement. Each party shall be responsible for its own expert (e.g. surveying, etc.) and legal fees and costs (if any) arising from/or related to the dispute, and neither party shall be liable for responsible for the payment of the other party's expert and/or legal fees or costs.

- a. 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.
- b. 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 Gilbert 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. Gilbert 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. Gilbert 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. Gilbert 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. Said Quit Claim Deed must be completed to the mutual satisfaction of the parties. Subsequent to the mutual execution of this Agreement, the parties agree to mutually cooperate in good faith to complete and record the Quit Claim Deed as soon as reasonably possible, but no later than one hundred and eighty (180) days from the date of mutual execution of this Agreement, otherwise this Agreement shall be null and void

by its own terms, with no duty or obligation to either party from the other party whatsoever.

3. **NO PAYMENT:** Neither party shall be obligated to make any payment(s) to the other party in any form or amount arising from and/or related to the dispute in any way. In the event that the parties are unable, unwilling, or fail to complete and record the Quit Claim Deed within the timeframe provided in Section 2., above, then the parties shall not be obligated to perform any duties pursuant to the terms of this Agreement, and this Agreement shall automatically terminate by its own terms without further action by either party. Unless specifically stated to the contrary in this Agreement, the parties are not otherwise obligated to provide any funds, or perform or provide any services, duties, or responsibilities pursuant to the terms of this Agreement.

4. **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 facsimile, sent by a nationally recognized overnight delivery services, or if mailed via U.S. Mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

**For Gilbert:**  
Mr. & Mrs. Steven and Jackie Gilbert  
15903 Yokeko Drive, Anacortes, WA 98221  
Ph: 425-299-9806

With copy to:  
Vader Wel, Jacobson & Yoke, PLLC  
Attn: Ryan M. Yoke, Attorney  
1540 140<sup>th</sup> Ave NE, Suite 200  
Bellevue, WA 98005

**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

5. **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.

6. **TREATMENT OF ASSETS AND PROPERTY:** Except as otherwise provided herein, no fixed assets or personal or real property will be jointly or cooperatively acquired, held, or used pursuant to this Agreement.

7. **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.

8. **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.

9. **COMPLIANCE WITH LAWS:** The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

10. **RIGHT TO REVIEW; DOCUMENTS:** This Agreement is subject to review by any Federal or State auditor. This Agreement is subject to public disclosure pursuant to applicable law (including chapter 42.56 RCW). The County shall have the right to use and distribute any and all documents, writings, programs, data, public records, or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement.

11. **WAIVER & MODIFICATION:** Waiver of any breach or condition of this contract 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, signed by the parties hereto.

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

13. **VENUE AND CHOICE OF LAW:** In the event that any litigation arising from or relating to this Agreement, the venue of such action or 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.

14. **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 the original instrument, but all such counterparts together shall constitute but one agreement.

15. **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 that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The County does not represent Gilbert. The parties represent and warrant that they have fully read this Agreement, that they are duly authorized to enter into 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.

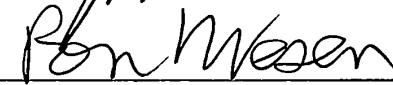


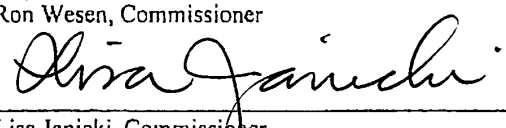
County:

Dated this 12 day of September, 2022.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

  
\_\_\_\_\_  
Peter Browning, Chair

  
\_\_\_\_\_  
Ron Wesen, Commissioner

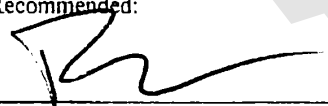
  
\_\_\_\_\_  
Lisa Janicki, Commissioner

Attest:

  
\_\_\_\_\_  
Amber Epps  
Clerk of the Board

Authorization per Resolution R20160001

Recommended:

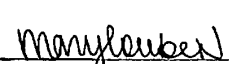
  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:

 9/15/22  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
\_\_\_\_\_  
Risk Manager

Approved as to budget:

  
\_\_\_\_\_  
Budget & Finance Director

**EXHIBIT "A"**

Quit Claim Deed

(See next page).

UNOFFICIAL DOCUMENT