

Kitsap County Cause  
Large v. Clallam County

May 16, 2016

Pursuant to CR2A, the parties  
(Scott + Ellynn Large and  
Clallam County), agree to  
settle all claims at

Agreement —

① The County will purchase  
Cebaluk property (Parcel No. ~~12-32-21-51-0185~~  
<sup>GEO ID Nos.</sup> 12-32-21-51-0195  
with a purchase and sale  
agreement within 60 days  
a closing within a reasonable  
time.

[GEO Nos. 12-32-21-51-0175  
12-32-21-51-0185]

② The County will purchase  
two waterfront lots from  
the Large's for \$210,000 cash,  
to be paid on closing of that sale.

③ The County will remove the  
house and second building  
on the Cebaluk property  
within a reasonable time  
after closing of the sale.

~~④ The Co~~

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- ④ The County will remove the bulkhead on Parcel 51-0185 (Cebelah property), subject to obtaining all necessary permits.
- ⑤ Lang's will release all claims, known or unknown, that they may have, including but not limited to, all claims ~~for any~~ <sup>under the</sup> Public Records Act, 42 USC sec 1983, fraud, SMA, or any other claims they may have. To include all claims in Tort Claims filed 12/3/2009 and 10/24/2012.
- ⑥ all PRA ~~claims~~ <sup>requests</sup> by ~~that~~ the Lang's are closed and deemed satisfied.
- ⑦ The parties will keep this agreement confidential, until closing of the Cebelah property, to the extent allowed by law.

- ✓ ⑧ Both parties will bear their own attorney fees and costs.
- ✓ ⑨ The Dange's will dismiss their lawsuit against Cebelak with prejudice and without costs.
- ✓ ⑩ This lawsuit will be dismissed with prejudice and without costs ~~upon~~ <sup>upon</sup> ~~the~~ closing of the sales described in paragraphs 1 & 2.
- ✓ ⑪ Lots 0175, 0185 and 0195 will be dedicated for public use.
- ✓ ⑫ any disputes regarding this agreement will be submitted to Judge McPhee for binding arbitration.

✓  
⑬

The deeds for the sale of the properties identified in paragraphs 1 & 2 shall contain restrictions on development & protections for the view of Lange's retained property on Salt Air St.

⑭

This agreement is contingent on dismissal with prejudice & without costs of all counterclaims by Cebelak against Lange in the lawsuit referenced in Paragraph 9.

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This agreement is further conditioned on approval of Elizabeth Lange, as co-trustee of the Lange Revocable trust, to the sale of trust Real property, described in Paragraph 2. Lange represents that based on his discussion with Elizabeth Lange, that she will sign the purchase & sale agreement.

PLFS

DEFTS

John Whitney  
Counsel for Deft

Scott K. Lange  
Scott K. Lange, Trustee  
Lange Family Trust

Dan K. Fohn, atty

Griffith, Attorney for Clallam  
County  
et al  
Clallam Co  
Comm. Dev. Dir.  
