

The Honorable Robert S. Lasnik

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff

v.

REAL PROPERTY LOCATED AT
2731 BOYLSTON AVENUE EAST, UNIT
301, SEATTLE, WASHINGTON, KING
COUNTY PARCEL NO. 638980-0050,
TOGETHER WITH ITS BUILDINGS,
IMPROVEMENTS, APPURTENANCES,
FIXTURES, ATTACHMENTS AND
EASEMENTS,

Defendant,

and

Entrust Group, Inc. FBO Timothy Macke
Account No. 7230011229,

Claimant.

NO. C15-143 RSL

EXPEDITED SETTLEMENT
AGREEMENT AS TO REAL PROPERTY
LOCATED AT 2731 BOYLSTON
AVENUE EAST, UNIT 301, SEATTLE,
WASHINGTON

IT IS HEREBY STIPULATED by and between the United States of America and
Claimant Entrust Group, Inc. FBO Timothy Macke Account No. 7230011229
(hereinafter "Entrust"), by and through the undersigned counsel, to compromise and
settle its interest in the following real property:

1 Real property located at 2731 Boylston Avenue East, Unit 301, Seattle,
2 Washington, King County Parcel No. 638980-0050, together with its buildings,
3 improvements, appurtenances, fixtures, attachments and easements, more
4 particularly described as:

5 UNIT 301, ONE CONDOMINIUM, SURVEY MAP AND PLANS
6 RECORDED IN VOLUME 239 OF CONDOMINIUMS, PAGES 84
7 THROUGH 86, INCLUSIVE, AND AMENDMENTS THERETO, IF
8 ANY, CONDOMINIUM DECLARATION RECORDED UNDER
9 RECORDING NUMBER(S) 20070827000493, AND AMENDMENTS
10 THERETO, IF ANY, IN KING COUNTY, WASHINGTON

11 hereinafter referred to as “defendant real property.”

12 This stipulated settlement is entered into between the parties pursuant to the
13 following terms:

- 14 1. The parties to this Agreement hereby stipulate that Entrust is a bona fide
15 purchaser for value of the right, title, or interest in the real property located
16 at 2731 Boylston Avenue East, Unit 301.
- 17 2. The United States agrees and recognizes that the interest of Claimant
18 Entrust is secured and arises out of a promissory note in the original
19 amount of \$358,000 in United States funds secured by a first-position Deed
20 of Trust recorded against the above-referenced defendant real property with
21 King County Recorder under document number 201409040001143
(hereinafter sometimes referred to as “Deed”) on September 4, 2014;
- 22 3. Claimant Entrust warrants that, as of June 15, 2016, the payoff amount for
23 this promissory note is \$349,122.27 in United States funds which includes
24 the following:

25 DESCRIPTION	26 AMOUNT
27 Principal Balance	\$348,315.81
28 Interest to 6/15/16	\$407.96
Reconveyance Fees	\$250.00
UCC Release Fees	N/A
Misc. Fees & Costs	\$148.50

Total Payoff effective to 6/15/16	\$349,122.27
Per Diem Interest from and after June 15, 2016	\$45.329

4. Pursuant to the terms contained within this stipulated agreement, Claimant Entrust agrees to withdraw its claims to the above-referenced defendant real property and further consents to forfeiture of that defendant real property to the United States.
5. The United States agrees that upon entry of a Judgment of Forfeiture forfeiting the real property to the United States and sale of the real property pursuant to the Judgment of Forfeiture, the United States will not contest payment to Entrust from the proceeds of sale, after payment of the expenses incurred by the U.S. Marshals Service or other property custodian in connection with its custody and sale of the real property, the full pay-off amount listed above in paragraph 3 plus all interest accrued after such pay-off date, at the per diem amount, as set forth above in paragraph 3.
6. The payments to Claimant Entrust shall be in full settlement and satisfaction of all claims by Entrust Group, Inc. and by Entrust Group, Inc. FBO Timothy Macke Account No. 7230011229 to the real property, and of all claims arising from and relating to the seizure, detention, and forfeiture of the real property.
7. Upon payment, Claimant Entrust agrees to release and hold harmless the United States, and any agents, servants, and employees of the United States (and any involved state or local law enforcement agencies and their agents, servants, or employees), in their individual or official capacities, from any and all claims by Claimant Entrust and their agents that currently exist or that may arise as a result of the Government's actions against and relating to the real property.
8. Claimant Entrust agrees not to pursue against the United States any other rights that it may have under the Deed, including but not limited to the right

1 to assess additional interest or penalties except as set forth herein, or the
2 right to initiate a non-judicial foreclosure action.

3 9. Claimant Entrust agrees to join or not oppose any government motions for
4 interlocutory or stipulated sale of the property.

5 10. Claimant Entrust understands and agrees that by entering into this
6 expedited settlement of its interest in the real property, it waives any rights
7 to litigate further its interest in the real property and to petition for
8 remission or mitigation of the forfeiture. If this Agreement is approved by
9 the Court, then unless specifically directed by an order of the Court,
10 Claimant Entrust shall be excused and relieved from further participation in
11 this action as to the above-described defendant real property.

12 11. The parties agree to execute further documents, to the extent necessary, to
13 convey clear title to the real property to the United States and to implement
14 further the terms of this settlement.

15 12. Each party agrees to bear its own costs and attorneys' fees.

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1 13. Payment to the Claimant Entrust made pursuant to this settlement
2 agreement is contingent upon forfeiture of the real property to the United
3 States. Further, the terms of this settlement agreement shall be subject to
4 approval by the United States district court. Violation of any terms or
5 conditions herein shall be construed as a violation of an order of the court.
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7 DATED this 30th day of June, 2016.
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9 Respectfully submitted,
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11 ANNETTE L. HAYES
12 United States Attorney

13 DATED: 6/30/16
14

s/ Richard E. Cohen
15 RICHARD E. COHEN
16 Assistant United States Attorneys
17 700 Stewart Street, Suite 5220
18 Seattle, Washington 98101
19 (206) 553-2242; fax (206) 553-6934
20 E-Mail: Richard.E.Cohen@usdoj.gov

21 DATED: 6/29/16
22

s/ Lars E. Neste
23 LARS E. NESTE, WSBA #28781
24 Attorney for Claimant Entrust Group, Inc. FBO
25 Timothy Macke Account No. 7230011229
26 DEMCO Law Firm, P.S.
27 5224 Wilson Ave. S., Suite 200
28 Seattle, WA 98118
(206) 203-6000; fax (206) 203-6001

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3 **ORDER**

4 This Settlement Agreement regarding the defendant real property located at 2731
5 Boylston Avenue East, Unit 301, Seattle, Washington, King County Parcel No.
6 638980-0050, is hereby approved under the terms and conditions set forth in the
7 foregoing agreement.

8 DATED this 6th day of July, 2016.

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11 Robert S. Lasnik
12 United States District Judge
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