From:	Lyman Howard
To:	Lindsey Ozbolt
Cc:	Jeffrey Thomas
Subject:	FW: Peck Property 109 E Lk Samm Pkwy SE
Date:	Tuesday, February 28, 2017 8:42:09 AM
Attachments:	Graddon Research 9.25.01.pdf KCC comment 109 E Lk Sammamish Pkwy SE Peck Residence.docx

Add'l info on the Peck property (in addition to their comment on trail.

-Lyman

Lyman Howard
City Manager
City of Sammamish
801 228th Ave. SE
Sammamish WA 98075
Email: lhoward@sammamish.us
Phone: (425)295-0550
Fax: (425)295-0600

From: April Zangl Peck [mailto:aprilzangl@hotmail.com]
Sent: Monday, February 27, 2017 4:19 PM
To: Lyman Howard <lhoward@sammamish.us>
Cc: Steve Peck <stevejpeck@live.com>
Subject: Peck Property 109 E Lk Samm Pkwy SE

Hello Mr Howard,

Thank you very much for speaking with me today and for everything you're doing to understand the issues property owners are facing. As mentioned, I have attached an Ownership Research Report as well as comments made today to King County Councilmembers. We appreciate your consideration in creating a win win situation for a fabulous trail, minimized land clearing and development and preserved existing structures.

Please feel free to contact me at 425.829.4917 or my husband, Steve Peck at 425.829.0838.

Best,
April Peck

Get Outlook for iOS

Exhibit 29
SSDP2016-00415
004803

Ownership Research Report:

Owner: **George W. Raab (a.k.a. George W. Raab, Jr.), and Donna Marie Matrinez (as Trustee under the George W. Raab Qualified Personal Residence Trust under Agreement dated December 21, 1992).**

King County Tax Account Number: **322506-9241**

Section (32), Township (25), North, Range (06), East, W. M.

LEGAL DESCRIPTION:

That portion of Government Lot 3 and the Northeast Quarter of the Southwest Quarter of Section 32, Township 25 North, Range 06 East, W.M., in King County, Washington, described as follows: Commencing at the Intersection of the Westerly Line of the Northern Pacific Railway Company's Right of Way with the East-West Center Line of said Section;
Thence South 38° 05' 37" West 282.99 feet;
Thence North 51° 54' 23" West 190 feet, more or less, to the Westerly Line of said Government Lot;
Thence Northeasterly along said Lot Line to the Northwest Corner thereof;
Thence Easterly along said Lot Line to the Point of Beginning;
Together With Second Class Shorelands of Lake Sammamish, as conveyed by the State of Washington, adjoining and abutting thereon; EXCEPT that portion thereof lying Southwesterly of the following described line: Commencing at a point in the Westerly Margin of the Northern Pacific Railway Company's Right of Way, distant 162.99 feet measured along said Westerly Margin, from the East-West Centerline of said Section, as established by the Unrecorded Plat of Ebright's Sammamish Shores and Waterfront Tracts; Thence North 56° 31' 01" West 186.60 feet; Thence North 51° 54' 23" West to the outer limits of said Second Class Shorelands.

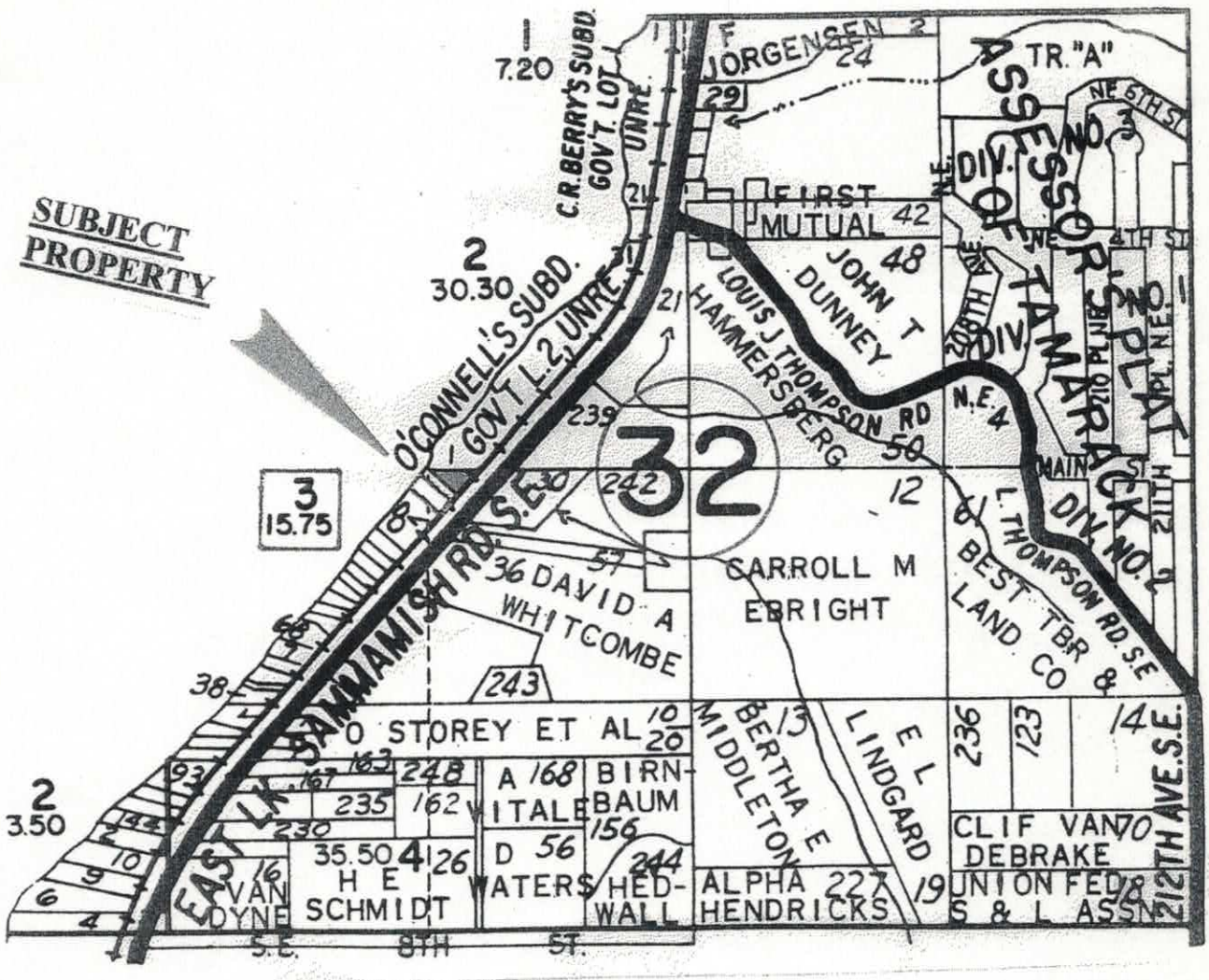
ALL OF WHICH IS DESCRIBED AS LYING WESTERLY OF THE WESTERLY MARGIN OF THE RAILROAD RIGHT OF WAY.

The afore legally described property is herein referenced, mapped, described, and defined based upon its current mapping as a Tax Lot by the King County Assessor's Office.
(Hereinafter "Subject Property")

See Copy of Kroll Map – Attachment 1
See Copy King County Assessor's Map - Attachment 2

Exhibit 29
SSDP2016-00415
004804

SB-743

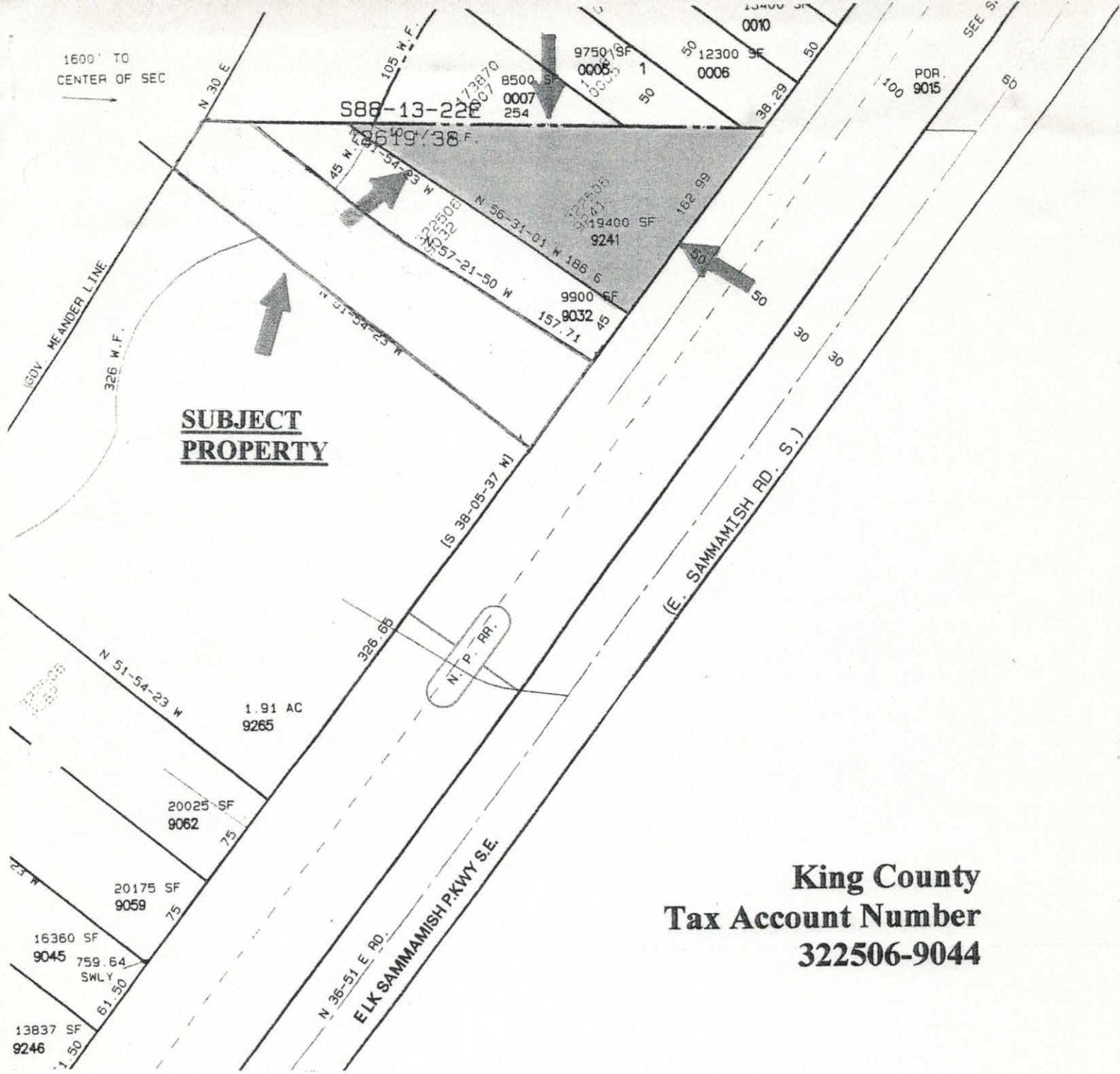


Copy – Kroll Map

ATTACHMENT 1

Exhibit 29
SSDP2016-00415
004805

SB-743



King County
Tax Account Number
322506-9044

Copy – King County Assessor's Map

ATTACHMENT 2

Exhibit 29
SSDP2016-00415
004806

SB-743

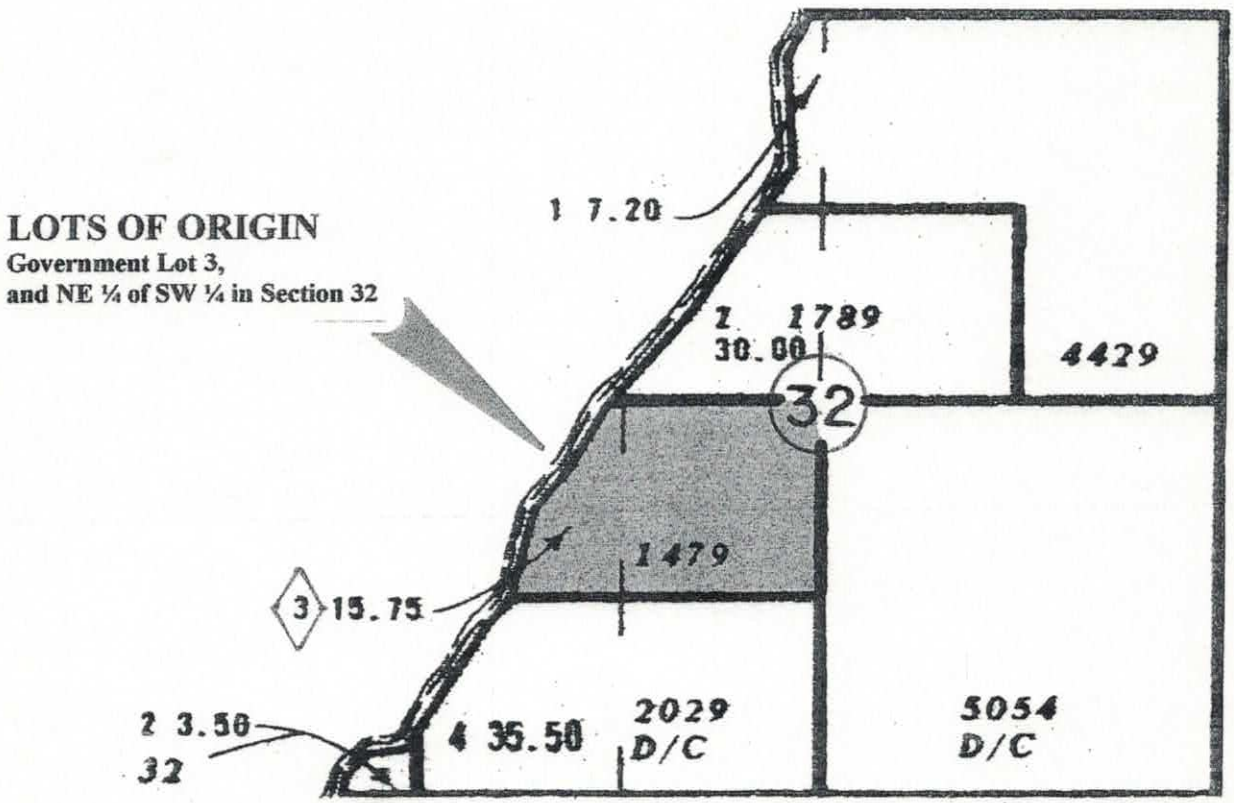
Summaries, Analyses, and Opinions:

SECTION ONE:

Original Land Settlement:

Government Lot 3 and the Northeast Quarter of the Southwest Quarter
All lying within Section 32, Township 25, North, Range 06 East W.M.
(Hereinafter "Lots of Origin")

The Subject Property was subdivided from a portion of Government Lot 3
As well as a portion of said Northeast Quarter of the Southwest Quarter.



MASTER TITLE PLAT

Source: (General Land Office) Bureau of Land Management

Manner of Land Settlement:

Homestead - Act of 1862 and Acts Supplemental thereto.
Including Section 2291 of Revised Statutes of the United States and Act of March 3, 1875

Settler: Bill Sbedzue (a.k.a. Sbedzues or Sbedzuse)
Entry Date: June 28, 1876
Entry Number: 2553
Final Certificate Date: September 04, 1882
Final Certificate Number: 1479
Patented: February 03, 1883
Area: 55.75 acres

Entry:

Entry Date: June 28, 1876

Bill Sbedzue was approved for Entry upon the Lots of Origin by the General Land Office of the United States Government in Olympia, Territory of Washington on June 28, 1876. His Entry was granted under the provisions of the Homestead Act of 1862, provisions of the Act of Congress of March 03, 1875, and provisions of Congressional Amendments thereto – Entry Number 2553.

Final Certificate:

Final Certificate Date: September 04, 1882

Bill Sbedzue was successful in completing his prescribed obligations under the Homestead Acts and did receive his Final Certificate - Number 1479.
With that Final Certificate, his ownership was no longer subject to Homestead Act Obligations.

Patent:

Patent Date: February 03, 1883

The issuance of the Patent by the United States Government to Bill Sbedzue stood as certain notice that his ownership was granted in Fee Simple Absolute Estate.
That Patented ownership was taken without any defects, encumbrances, reservations, or exceptions except the following, where applicable:

Recorded: Those noted on the face of his recorded Patent: To Wit:

". . . subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted , as provided by law, upon the express condition that the title hereby conveyed shall not be subject to alienation or encumbrances either by voluntary conveyance or by judgement drawn or order of any court or subject to taxation of any character but shall remain inalienable and not subject to taxation for the period of twenty years from the date hereof."

Unrecorded: Those that may have been intended to be promulgated by the notice served through applicable Federal Legislation.

Summaries, Analyses, and Opinions:

SECTION TWO:
Original Railroad Right of Way Grant:

Conveyance:
Right of Way Deed (Vol. 42 Pg. 254 recording # 13452)

Grantor:
Bill Sbedzue (a.k.a. Bill Sbedzuse or Bill Sbedzues)
Lucinda Sbedzue (a.k.a. Lucinda Sbedzuse or Lucinda Sbedzues)

Grantee:
Seattle, Lake Shore, and Eastern Railroad Company.

Deed Date:
May 06, 1887

Area of Encumbrance:
Portions of the Lots of Origin:
Government Lot 3 and the Northeast Quarter of the Southwest Quarter of Section 32

Railroad Right of Way – Original Grant

On May 06, 1887, Bill Sbedzue and Lucinda Sbedzue (Grantor) conveyed to the *Seattle, Lake Shore, and Eastern Railroad Company* a Right of Way by way of a Right of Way Deed.That Document granted certain and limited easement rights, benefits, uses, and privileges to that Railroad Company for the specific purposes of locating, constructing, and operating its railroad.

The legal description of that conveyance document transferred a right of way easement 50 feet in width on each side of its centerline which was said to have been surveyed across the Grantors' property.

To Wit: "Such right of way strip to be fifty (50) feet in width on each side of the center line of the *railway track as located across our said lands by the Engineer of said Railway Company which location is described as follows, To Wit: Beginning at a point 3760 feet West from ¼ Section corner on East boundary of Section 32, T 25 N., R. 6 E and running thence S 36°36' W. 1710 feet to South boundary of Lot 3 of said Section 32 said Township, said Range, which point is 1320 feet North and 350 East from SW corner of said Section 32. Said line is in Lot 3 and N. E. ¼ of SW ¼ of said Section 32."*

(Hereinafter *"Deeded Right of Way"*)

See Copy-King County Assessor's Map – (Section 2 – Attachment 1)

Additionally, easement areas of two hundred (200) feet wide on each side and outboard of the afore described Deeded Right of Way easement were granted to the Railroad Company for the purpose of cutting down dangerous trees.
(Hereinafter *"Maintenance Property"*)
See Copy-King County Assessor's Map – (Section 2 – Attachment 2)

Upon extinguishment of the easement, the Subject Property may claim full and unencumbered possessory ownership rights, uses, and benefits to that specific portion of the Deeded Right of Way which lies adjacent to or crosses the Subject Property.
(Hereinafter *"Subject Property Deeded Right of Way")*
See Copy-King County Assessor's Map – (Section 2 – Attachment 3)

Upon extinguishment of the easement, the Subject Property may claim full and unencumbered possessory ownership rights, uses, and benefits to that specific portion of the Maintenance Property which lies adjacent to or crosses the Subject Property.
(Hereinafter *"Subject Property Maintenance Property)*
See Copy-King County Assessor's Map – (Section 2 – Attachment 4)

Note:
There exists no record in the chain of title from the original grantee or any successors in interest (Railroad Companies) to the currently claimed and "so called successors in interest"(King County) for the Deeded Right of Way.

Railroad Operating Property:

That portion of the *Seattle, Lake Shore, and Eastern Railroad Company's* railroad trackage which was actually constructed over the Lot of Origin was not located nor originally constructed within the Deeded Right of Way (Reference: the Map of Definite Location "as-constructed") nor is it presently located within that Deeded Right of Way.
(Hereinafter *"As-Built Trackage and Alleged Right of Way")*
See Copy-King County Assessor's Map – (Section 2 – Attachment 5)

The portion of As-Built Trackage which was constructed adjacent to, upon, or otherwise crossing the Subject Property, or the projected Northerly and Southerly boundaries thereof, and actually located upon an alignment which differs from the Deeded Right of Way and for which there exists no recorded granting document.
(Hereinafter *"Subject Property As-Built Trackage and Alleged Right of Way")*
See Copy-King County Assessor's Map – (Section 2 – Attachment 6)

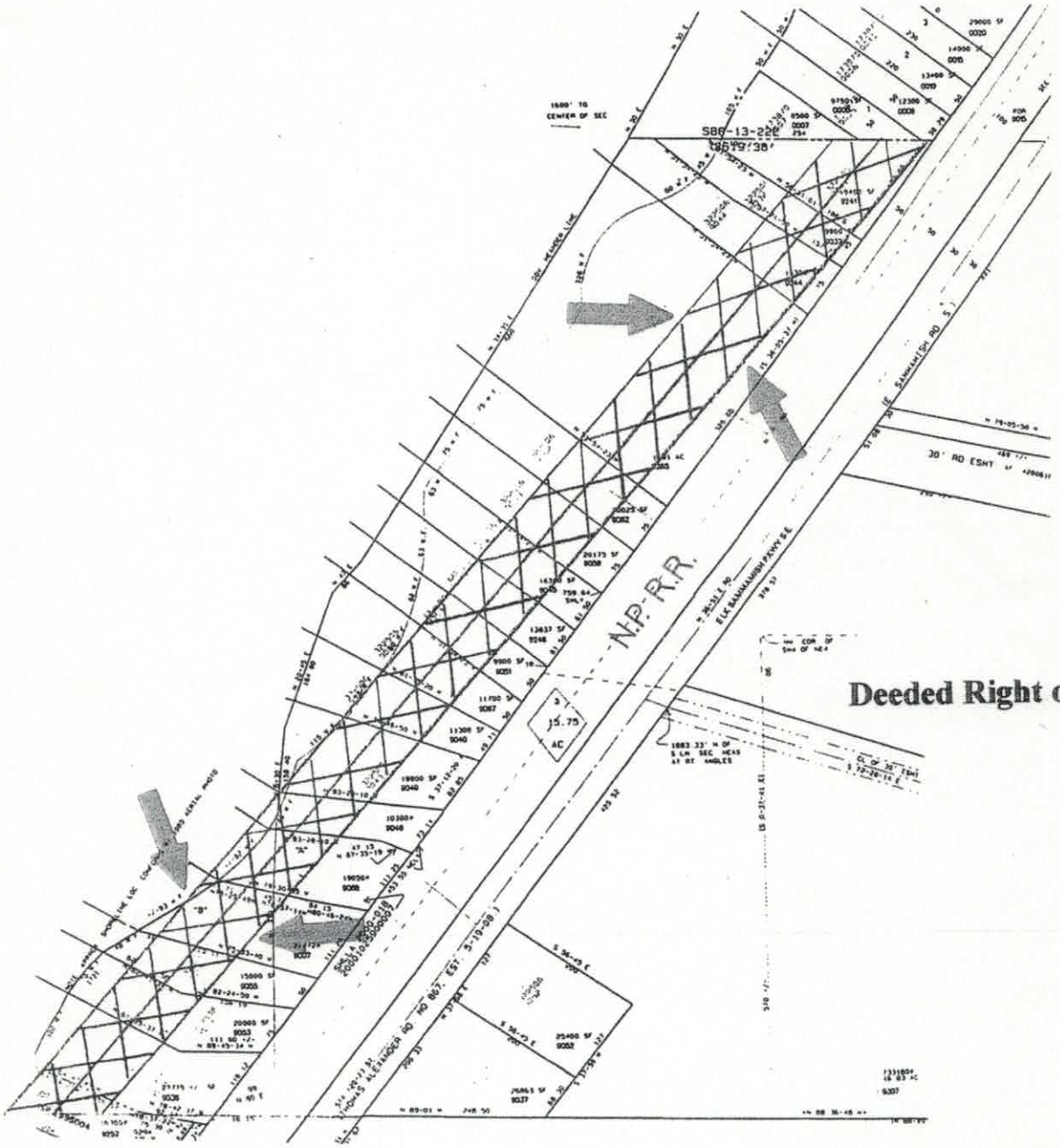


Exhibit 29
SSDP2016-00415
004811

"Deeded Right of Way"

SECTION 2 – ATTACHMENT 1

SB-743

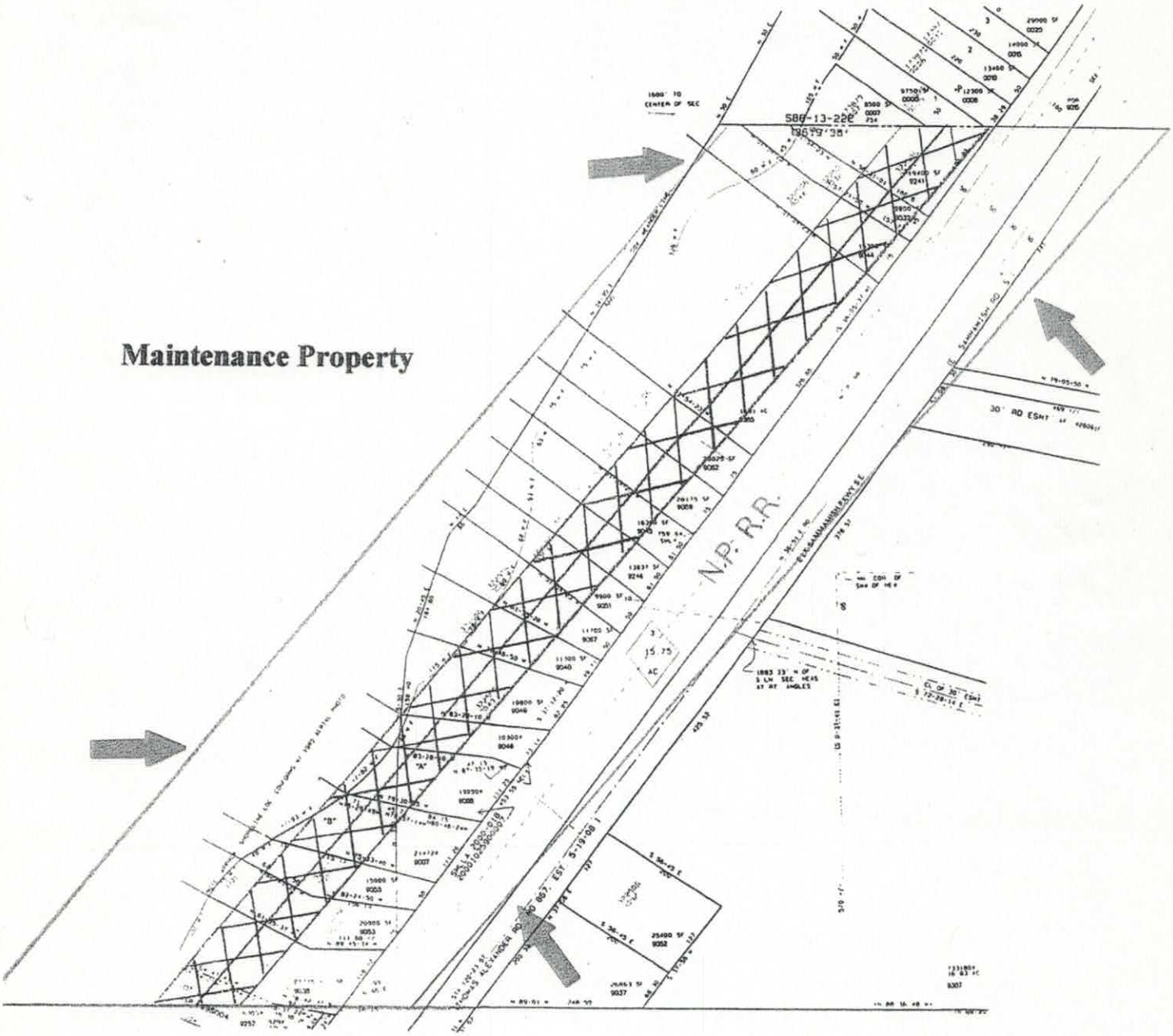


Exhibit 29
SSDP2016-00415
004812

"Maintenance Property"

SECTION 2 – ATTACHMENT 2

SB-743

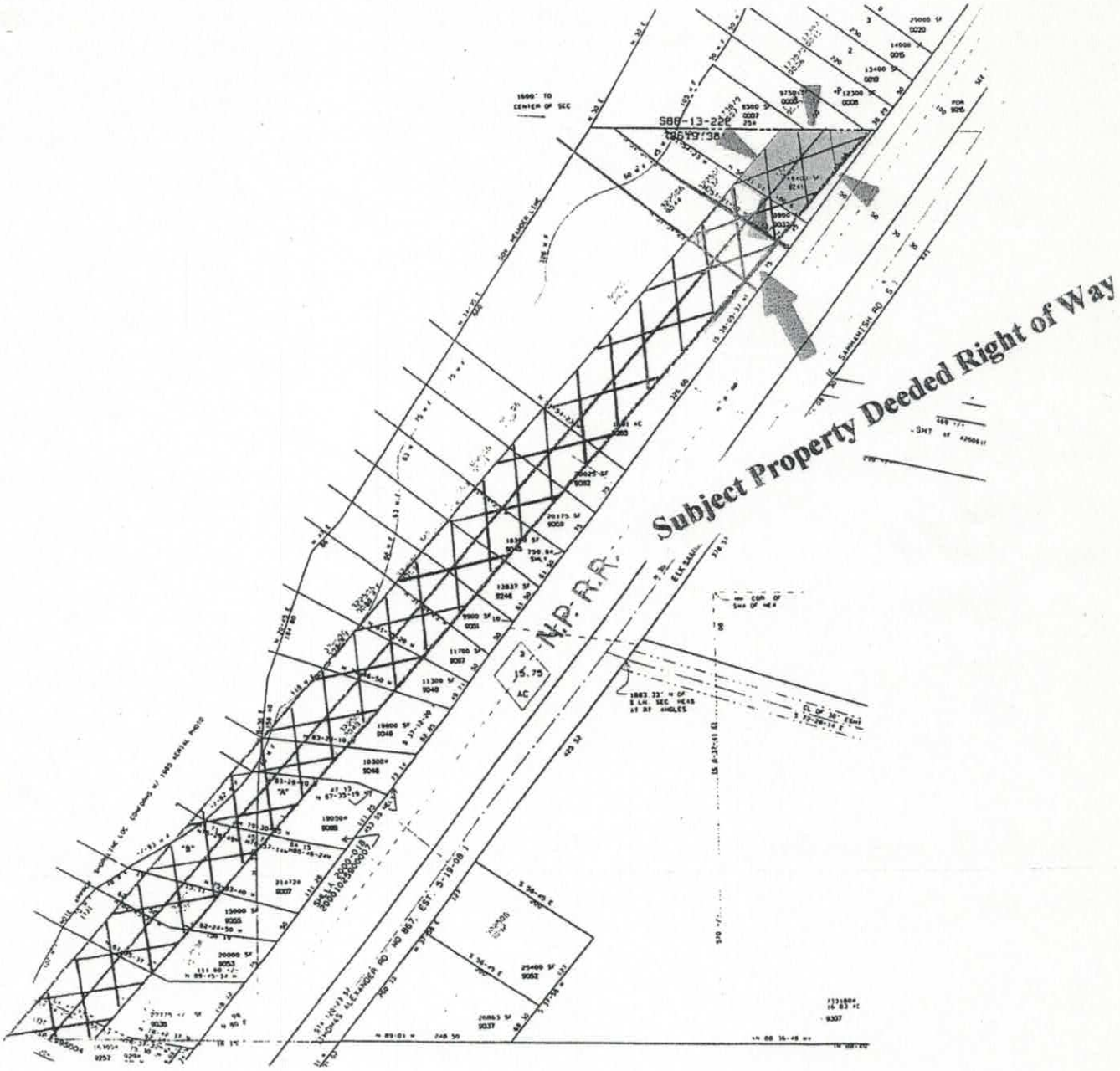


Exhibit 29
SSDP2016-00415
004813

"Subject Property Deeded Right of Way"
SECTION 2 – ATTACHMENT 3

SB-743

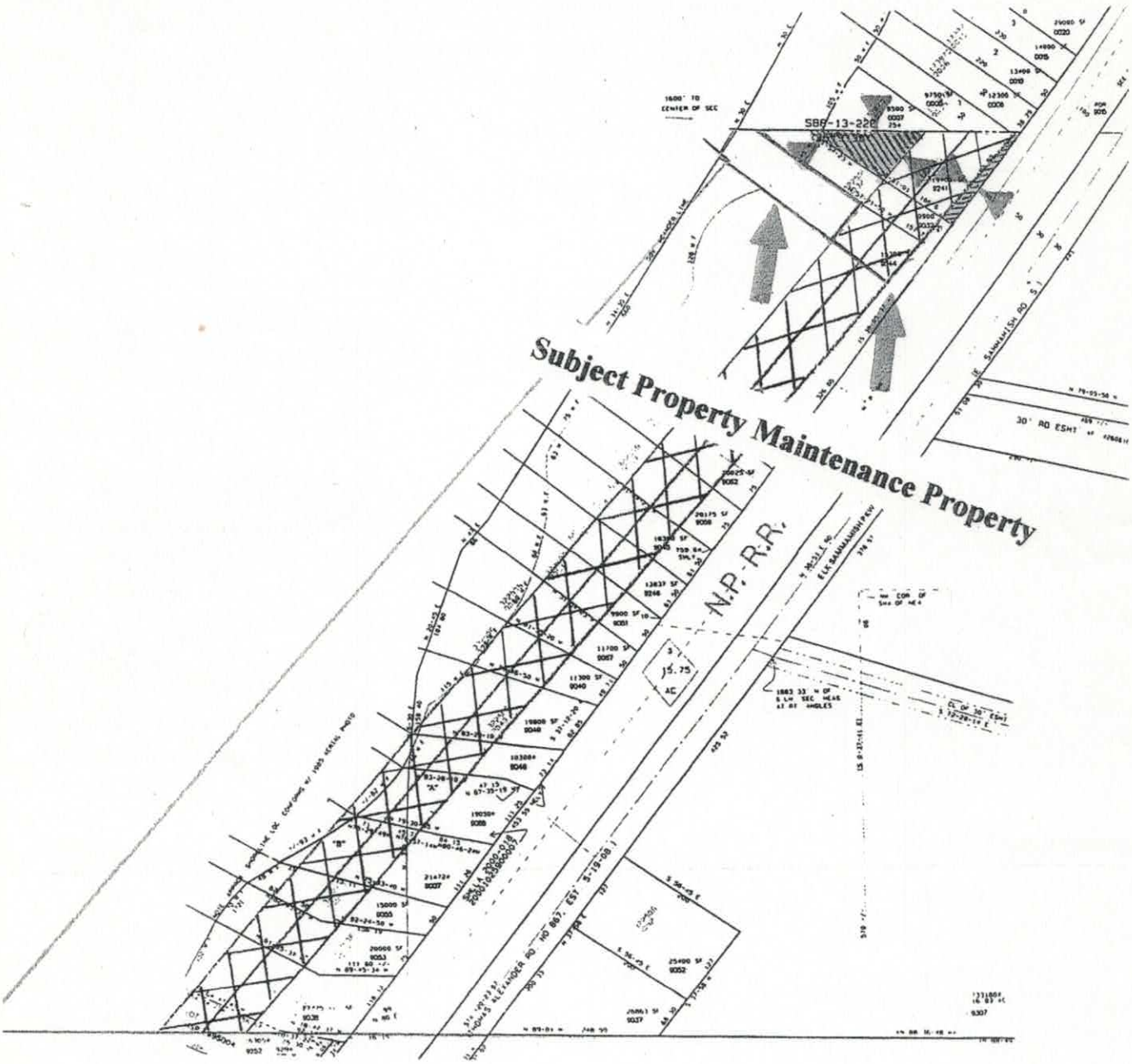


Exhibit 29
SSDP2016-00415
004814

"Subject Property Maintenance Property"
SECTION 2 – ATTACHMENT 4

SB-743

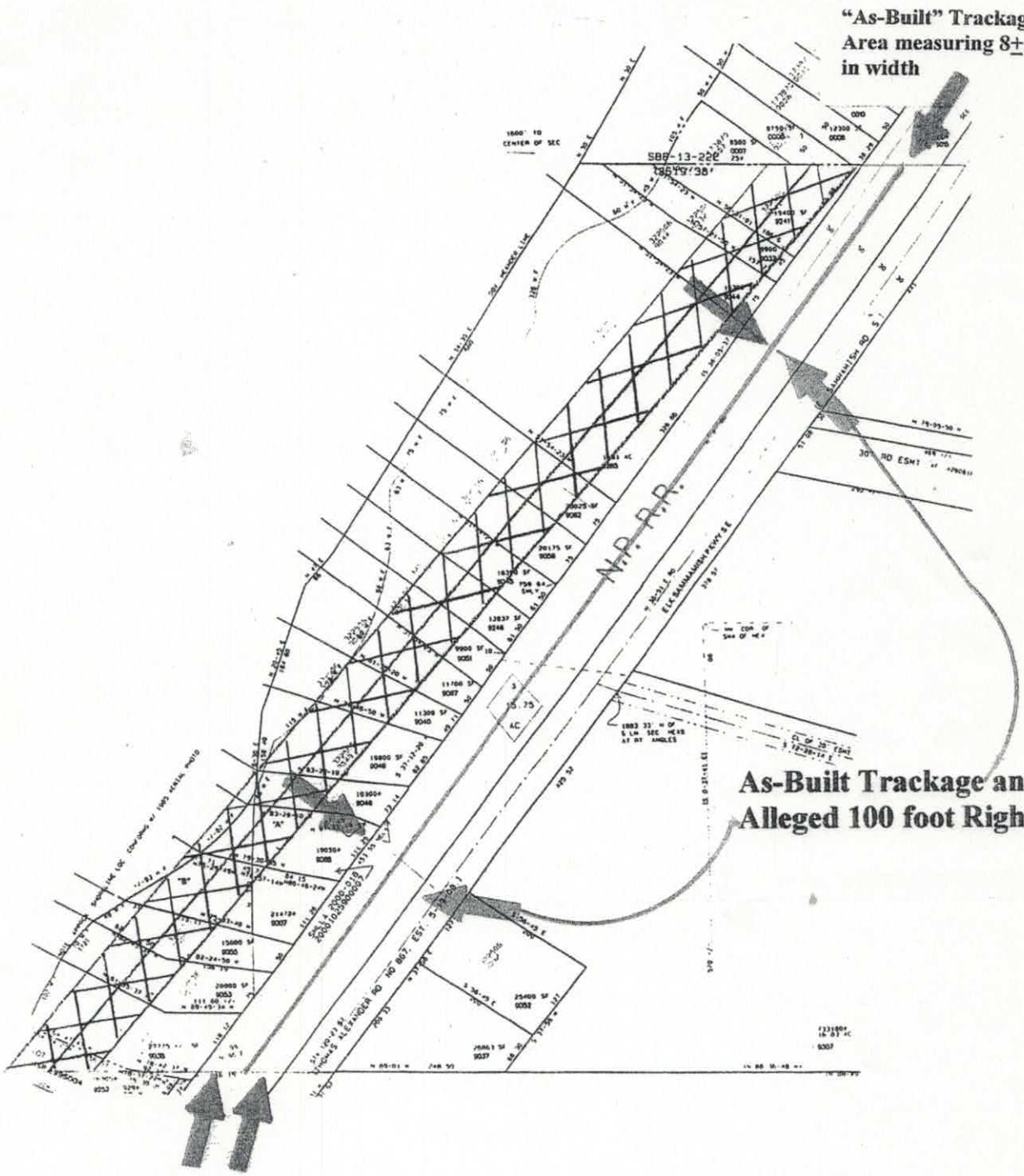


Exhibit 29
SSDP2016-00415
004815

SB-743

"As-Built Trackage and Alleged Right of Way"
SECTION 2 – ATTACHMENT 5

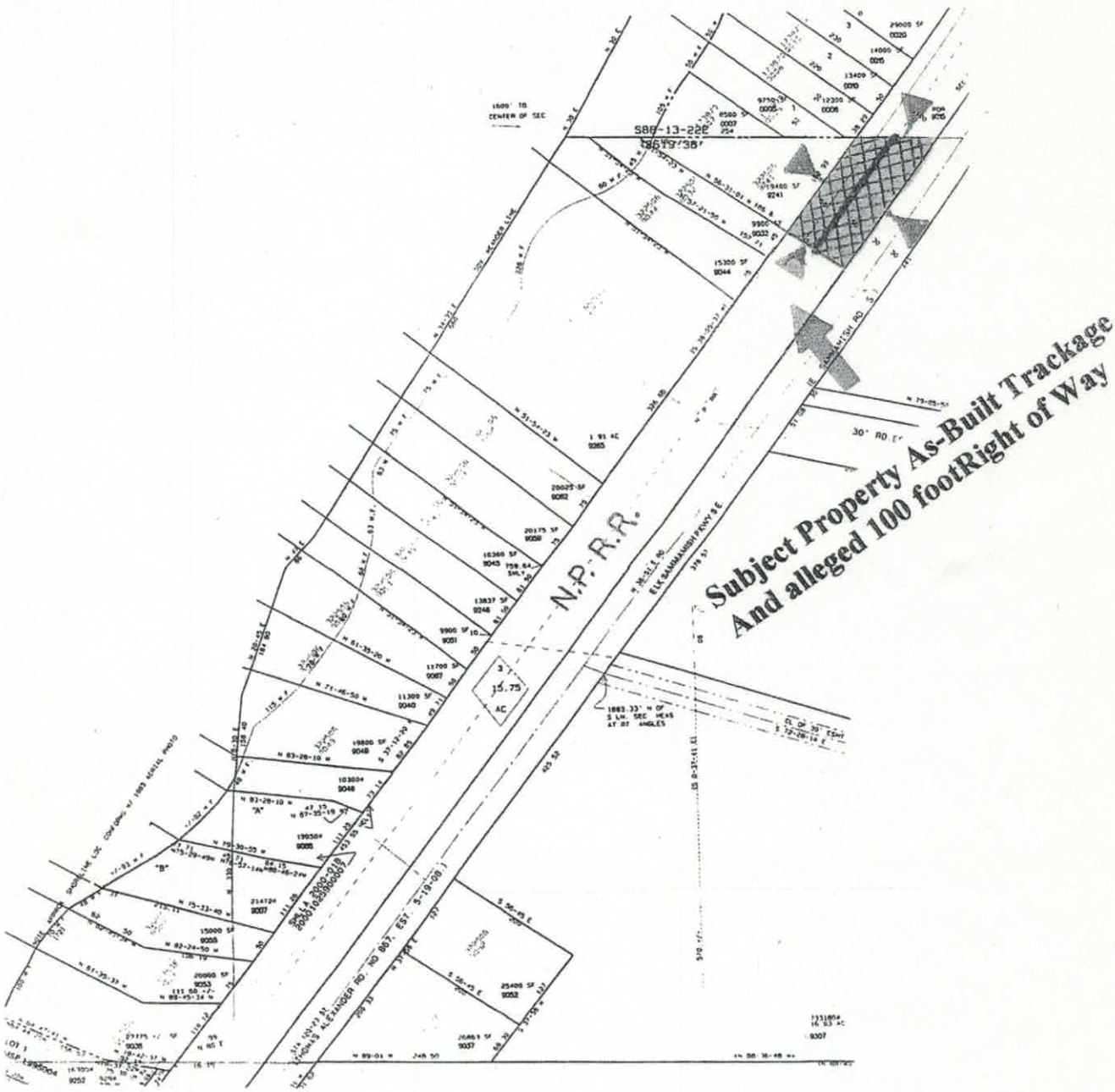


Exhibit 29
SSDP2016-00415
004816

SB-743

"Subject Property As-Built Trackage and Alleged Right of Way"
SECTION 2 – ATTACHMENT 6

Summaries, Analyses, and Opinions:

SECTION THREE:

Chronology of Railroad Corporate Actions
Including Incorporation, Location, Construction

"Seattle, Lake Shore, and Eastern Railroad Company"
"Seattle and International Railroad Company"
"Northern Pacific Railway Company"

SUBJECT TRACKAGE
East Lake Sammamish Railroad Right of Way
2nd. Twenty (20) Mile Segment
(m.p.20 to m.p.40)
Seattle to Sallal Prairie Main Line (63.32 miles)

Key Dates:

"Seattle, Lake Shore, and Eastern Railroad Company"

1885
Articles of Incorporation
Incorporating *Seattle, Lake Shore, and Eastern Railroad Company*
Signed April 25, 1885;
Filed with Sec. of the Territory April 28, 1885;
Recorded May 5, 1885

1886
Supplemental Articles of Incorporation,
Seattle, Lake Shore, and Eastern Railroad
Signed January 11, 1886;
Filed with Sec. of the Territory August 10, 1886;
Recorded August 10, 1886

1887
Map of Definite Location ("Line of Intended to be Located Route")
The 2nd Twenty Mile Segment Map of Definite Location was approved by the United State's Secretary of Interior (GLO) - July 5, 1887 - document numbered 69284.
That approved Map was filed with the Olympia Land Office on July 22, 1887.

1887
Construction commenced – May 1887
2nd. Twenty (20) Mile Segment
Southeast Quarter of Section 8, Township 26, North, Range 5 East W. M. to a point in Northwest Quarter of Section 34, Township 24, North, Range 6 East W. M

1888

Construction finished – March 1888
2nd. Twenty (20) Mile Segment
Southeast Quarter of Section 8, Township 26, North, Range 5 East W. M. to a point in Northwest Quarter of Section 34, Township 24, North, Range 6 East W. M

1888

Corporate Acquisition - March 24, 1888
The Company acquired the *Seattle and West Coast Railway Company.*

1888

Operations begin
Woodinville to Falls City - May 29, 1888

1891

Map of Plan and Profile of Definite Location of Constructed Route
Affidavit filed by Railroad Chief Engineer - April 9, 1891
Affidavit filed by Railroad President - April 9, 1891
Recorded – April 15, 1891

"Seattle and International Railroad Company"

1896

Articles of Incorporation
Incorporating Seattle and International Railroad Company
Signed June 22, 1896;
Recorded June 30, 1896

1896

Take Over – July 28, 1896
Seattle, Lake Shore and Eastern Railroad Company
taken over by
Seattle and International Railroad Company
Sold at foreclosure May 16, 1896, after receivership had begun June 26, 1893, to a committee of bondholders, who, by deeds dated July 28, 1896, acquired the SLSE trackage west of the Cascades equal to 166.22 miles.

1896

Supplemental Articles of Incorporation,
Signed September 25, 1896 and Recorded September 26, 1896.

1900

Resolution
Signed June 13, 1900 and Recorded August 8, 1900.

"Northern Pacific Railway Company"

1901

Take Over – 1901
The Seattle International Railroad Company
Taken over by
Northern Pacific Railway Company
Deed dated March 21, 1901 – Deeds' General Index – Direct – King County, WA
Vol. 265, Page 594 – Filed under Number 207061

Summaries, Analyses, and Opinions:

SECTION FOUR:

Key Dates:

Lots of Origin And Right of Way Grant:

June 28, 1876 Settler and Entryman Bill Sbedzue received official Governmental recognition of his Entry under and subject to certain conditions of the Homestead Acts and Amendments thereto.

September 04, 1882 Government issues Final Ownership Certificate to Bill Sbedzue.

February 03, 1883 Date of Patent recording

May 06, 1887 *Right of Way Deed* granted to *Seattle, Lake Shore, and Eastern Railroad Company* by Bill Sbedzue and Lucinda Sbedzue.

July 05, 1887 *Map of Definite Location ("Line of Intended Route")* Approved by United States Secretary of Interior – *Seattle, Lake Shore, and Eastern Railroad*

April 09, 1891 *Map of Plan and Profile ("Line as Constructed")* Affidavit filed by Railroad Chief Engineer and Affidavit filed by Railroad President

April 15, 1891 *Map of Plan and Profile ("Line as Constructed")* Filed of Record with United States' Secretary of the Interior

The explicitness of facts relating to Equitable Interest and Possessory Rights include, but are not limited to, the specific Act(s) of Settlement and the other statutory requirements under which the applicant has entered his claim.
The Patentee's certain and specific Fee Simple Absolute property rights are subject, only, to applicable statutory provisions and common laws in place at the time of entry.

Summaries, Analyses, and Opinions:

SECTION FIVE:

Railroad Right of Way:

Fee Simple Ownership Versus Easement Rights:

Others' opinions have focused upon the question of whether or not the Deeded Railroad Right of Way granted by Bill Sbedzue and Lucinda Sbedzue to the *Seattle, Lake Shore, and Eastern Railroad Company* over his settled lands was a grant in fee simple ownership or simply an easement grant to the Railroad Company.

One such rendered opinion has concluded that the specific right of way granted in this case was a grant in fee simple estate. Such an opinion subscribes to either a deficit of information or a willful neglect of facts.

In conjunction with King County, DDES, Management, I have participated in developing Departmental Policies relating to rights of way including ownership versus easement issues. In rights of way cases involving the DDES determinations of Separate Lot Status or Boundary Line Adjustment compliance, conclusive proof of easement or fee ownership status is a fundamental tenet of the review process. The primary test for such compliance with State and County Subdivision Laws considers, as evidence, the makers' intent as demonstrated in the instrument of conveyance.

Included in the types of rights of way for which I have been called upon to clearly demonstrate and evidence either fundamental ownership rights or beneficial easement rights are State, County, and City Roadways as well as railroad and utility corridors.

Historically, deed forms used to convey strips of property for such rights of way as county roads or railroads included Quit Claim and Statutory Warranty. King County, DDES considers language which burdens the estate conveyed as qualifying the conveying instrument even if that document is titled a Statutory Warranty Deed. While the title or heading of a deed coupled with certain granting language (i. e. convey, warrant, bargain, sell, etc.) may appear explicit, King County, and other governmental agencies, hold that is not always the case.

King County has consistently and reliably applied the same rules of interpretation of deed construction and makers' intent to all rights of way whether road or railroad. Whether in Statutory Warranty, Quit Claim, or other deed form, rights of way deeds which bear the following embodied language examples are considered easement creating instruments, only.

To Wit:

". . . for the consideration of _____ Dollars and of the benefits to accrue to the Grantor(s) by reason of laying out and establishing a public road through their property"

OR

"In consideration of the benefits to accrue to the Grantor(s) by the location of and laying out and establishing a public road through their property"

AND

". . . hereby grant and convey

OR

". . . hereby convey and warrant . . .'

AND

"for use of the public forever, as a public road, all interest in the following described property"

Agencies in King County which have certainly held that such language *"qualifies the conveying deed"* and *"creates only an easement"* include the Department of Transportation, Roads and Engineering Division, DDES, LUSD, and the King County Prosecutor's Office.

> *". . . The land Use Services Division will treat abandoned . . . corridors as separate lots under the following provisions: 1. The road corridor or reserve was transferred in fee ownership as a real estate conveyance. . . corridors which were transferred in right of use only will not . . . (i. e. deeds containing words such as "for road purposes"). . . ."*
>
> **King County, DDES, Policy Letter – August 31, 1995**
>
> *". . . regarding old rights-of-way . . . the following criteria will be used . . . # 2. The original acquisition of the proposed separate lot which caused the lot creation was in fee title, and not right of use or similar conditions. . . ."*
>
> **King County, DDES, Policy Letter – February 11, 1999**

The conveyance of a public road or similar right of way is limited to the right to use the burdened property for specific uses. References include *Rainier Avenue Corporation v. City of Seattle, 80 Wn.2d (1972).*

Also, those same agencies have held, upon abandonment, relinquishment, or vacation, any created easements interests in any right of way which are held in less than fee simple estate revert to the contiguous property owner or to the grantor, his heirs, successors, or assigns. References include *Woehler v. George 65 Wn (1965); London v. Seattle 93 Wn (1980) ; Johnston v. Medina Improvement Club, 10 Wn.2d 44, 116 P.2d 272 (1941); Rowe v. James, 71 Wash. 267, 128 Pac. 539 (1912); and Gifford v. Horton, 54 Wash. 595, 103 Pac. 988 (1909).*

The language used in the Right of Way Deed granted to *Seattle, Lake Shore, and Eastern Railroad Company* by Bill Sbedzue and Lucinda Sbedzue (May 06, 1887) embodies the epitome of qualifying and restricted use language as applied and defined by King County.

> *"Right of Way Deed"*
> AND
> *"In consideration of the benefits and advantages to accrue to us from the location construction and operation of the . . . Railway . . . we do hereby donate grant and convey unto said . . . Railway Company a right of way . . .. to have and to hold the said premises with the appurtenances . . . forever."*

The language of the title, or heading, (*"Right of Way Deed"*) as well as the embodied language (*"In consideration of the benefits and advantages to accrue to us from the location construction and operation of the . . . Railway . . . we do hereby donate grant and convey unto said . . . Railway Company a right of way . . .. to have and to hold the said premises with the appurtenances . . . forever."*) certainly and definitively is qualifying language which clearly establishes the intent of the makers to create an easement instrument with absolute cessation of easement rights upon relinquishment or abandonment by the Railroad Company.

Intentionally and legally compliant with the makers' intent to create a right of way easement, the structure and language of their Right of Way Deed to the Railroad c. May 06, 1887 – followed the Laws of the Territory of Washington at that time.

The following is a time, place, and manner review of some of the applicable and governing Laws.
The Legislature of the Territory first passed legislation considering the subject of forms for conveyances of real estate April 28, 1854.

> *"Title VI. Conveyances*
> *Chapter I. – DEEDS, ETC., WHAT CONSTITUTES*
> *No. 341. – An Act Relating To Deeds*
> *Ss 1. Conveyances of Real Estate, etc., Shall be by Deed. –*
> *Section 1. Be it enacted, etc. That all conveyances of real estate, or any interest therein, and all contracts creating or evidencing any encumbrance upon real estate, shall be by deed."*

The Legislature of the Territory further discussed the subject of deed forms and subsequently passed amending legislation including this example in 1886. Those Laws were in effect from the date approved.

> *"No. 348*
> *An Act Concerning Conveyances Of Real Estate, And Providing A Form For Deeds, Mortgages And Certificates Of Acknowledgments, And Declaring The Effect Thereof.*
> *Ss 1. Conveyances of Real Estate, etc., Shall be by Deed. –*
> *Section 1. Be it enacted, etc.*
> *That all conveyances of real estate, or any interest therein, and all contracts creating or evidencing any encumbrance upon real estate, shall be by deed."*
>
> **Territory of Washington – Tenth Bien. Sess. 1885-86, p,177**
> **Approved January 21, 1886**

The operative words include *"all conveyances"*, *"any interest therein"*, *"all contracts creating or evidencing any encumbrance"*, and *"shall be by deed"*.

In the Acts, the only deed forms created were the *Warranty, Bargain and Sale, and Quit Claim* Forms.
In their purest forms, the *Warranty Deeds and Bargain and Sale Deeds* incorporated concise and intentional language and clearly intended for the fee simple conveyance of real estate.

However, when the mandatory use of a deed form was used to convey less than fee simple ownership – in compliance with the intent of the Legislature –
(". . . all conveyances of real estate or any interest therein . . ."),
the makers were bound to modify and qualify the prescribed language of the usual deed form of fee conveyance in such a way so as to create a deed form that conveyed something other than the fee interest.

The specific deed form granted to *Seattle, Lake Shore, and Eastern Railroad Company* by Bill Sbedzue and Lucinda Sbedzue was a modified deed form. In fact, that specific deed form titled itself *"Right of Way Deed"*. Such a title certainly declared and served notice of its makers' intent to limit the scope of conveyance.
Rather, a modified deed form of less than fee was created so as to comply with the Laws that mandated the following:
" . . . all conveyances of real estate, or any interest therein, creating or evidencing any encumbrance upon real estate, shall be by deed . . . ".

Any study of any instrument of conveyance must consider the time, place, and manner of its creation. Also, I suggest, to ascertain the intent of the grantor and grantee, one must engage and include the implications of the written language used in the document based upon the vernacular uses of that language. Whenever possible, the basis for conclusions formulated regarding the intent of the Parties of any instrument should be found in the instrument with a time, place, and manner application of laws and language.

> *"The history of the times in which a statute was enacted may properly be considered in determining its meaning."*
> **Great Northern Railway Company v. United States 315 U. S. 262**
> *"In considering a deed, like any other written instrument, the primary and all-important consideration is the intention of the parties as gathered from the instrument."*
> **Cravens v. White 73 Tex. 577, 11 S. W. 543 15 Am. St. Rep. 803**

Additional and collateral evidences generally indicating the intent of the makers of conveying instruments and the notions of easement benefits versus the transfer of complete fee ownership possession in Railroad rights of way are found in the numerous Court Cases and other opinions relating to such Federal Acts as the Act of July 2, 1864 and the Railroad *Right of Way Act of March 3, 1875.*

In reviews of several questions relating to ownership of lands underlying rights of way, the United States Supreme Court included the following:

> *"The Right of Way Act of March 3, 1875, granting to the railroads the right of way through public lands of the United States, grants an easement only, not a fee, and confer no right to oil and minerals underlying the right of way."*
> *"This construction of the Act is supported by its language, its legislative history, its early administrative interpretation, and the construction placed upon it by Congress in subsequent enactments."*
> *"The general rule of construction that any ambiguity in a grant is to be resolved in favor of the sovereign grantor – nothing passes but what is conveyed in clear and explicit language . . ."*
> *"The history of the times in which a statute was enacted may properly be considered in determining its meaning."*
>
> **Great Northern Railway Company v. United States 315 U. S. 262**

Reasonably, the *Seattle, Lake Shore, and Eastern Railroad Company* would not have assumed a need nor conjured up an intention for a portion of its right of way to be part easement (portion acquired under the Act of 1875) and the rest fee (Rights of Way Deeds from settlers). Also, any intended fee transfers would have certainly used the deed forms that had recently been prescribed by law -Warranty Deeds without modification – not the forms used, in fact.

> *"The Act was designed to permit the construction of the railroads through the public lands and thus enhance their value and hasten their settlement. The achievement of that purpose does not compel a construction of the right of way grant as conveying a fee title to the land and the underlying minerals; a railroad may be operated though its right of way be but an easement."*
>
> **Great Northern Railway Company v. United States 315 U. S. 279**

> *"In view of fact that railroad's right of way under sections 934 to 939 of this title is but an easement, the railroad has no right to underlying . . ."*
>
> **301 et seq. of Title 30.**
> **Great Northern R. Co. v. U. S., Mont. 1942 62 S. Ct. 529,**
> **315 U. S. 262. 86 L. Ed. 836**
> **West's United States Code Annotated Title 43 – Public Lands**

Real Property Taxes:

The separate assignment of a Real Property Tax Account Number which differed from the Tax Account Number of the property from which the Right of Way easement had been taken had no bearing, whatsoever, in subdivisional fact nor in affirmation of a fee simple transfer.

The Laws of the Territory of Washington had provided such rights of way as included in roadways and railways were not to be included in the Tax Account of the property from which they had been derived or previously attached.
I do not go to the questions of Deeded Right of Way versus As-Built Trackage under this Tax Subject.
To Wit:

> *"No. 670. – An Act To Provide For The Assessing And Collecting Of County And Territorial Revenue.*
>
> . . .
>
> *Ss. 12. Rights-of-Way, etc., Shall Not be Assessed as Part of Adjacent Property. – Sec. 36. No real estate used by railway corporations for road-beds shall be included in the assessment to individuals of the adjacent property, but all such real estate shall be deemed to be the property of such companies for the purposes of taxation: nor shall real estate occupied or used as a public highway be assessed and taxed as part of adjacent lands from whence the same was taken for such purposes."*
>
> *Ss. 13. Assessments of Rights-of-way. -. 37. The land occupied and claimed exclusively as the right-of-way for railroads by railroad companies or corporations, with the track and all the substructions and superstructures which support the same, must be assessed as a whole, and as real estate, . . . all such real estate . . . occupied and claimed by any railroad company as such right-of-way shall be deemed to be the property of such company for the purpose of taxation, whether the same be government land or otherwise."*
>
> **Laws of the Territory of Washington – Approved November 14, 1879**
> **(Seventh Bien. Sess. 1879, p. 3.)**

Summaries, Analyses, and Opinions:

SECTION SIX:

Ownership Chronology:

Historic Ownership:

Deeded Right of Way:
(See Illustration - Section 2 Attachment 1)
The *Right of Way Deed* from the Grantors Bill Sbedzue and Lucinda Sbedzue conveyed only limited easement rights to the *Seattle, Lake Shore and Eastern Railroad Company* (Grantee) for the expressed and limited purposes of locating, constructing, and operating a railroad.

The property underlying the easement grant was retained by Grantors Bill Sbedzue and Lucinda Sbedzue in fee simple estate subject only to the reasonable uses of the Railroad Company in the pursuit of their expressed and limited purposes of locating, constructing, and operating a railroad.

Further, the Railroad Company was not possessed of an Exclusive Easement; but, rather, a Non Exclusive Easement.
Therefore, neither the Railroad Company, nor any Successor In Interest thereto, may compromise or regulate any rights, benefits, uses, and privileges associated with the underlying fee ownership beyond the Railroads Company's declared needs associated with their locating, constructing, and operating a railroad.

Maintenance Property:
(See Illustration - Section 2 Attachment 2)
The *Right of Way Deed* from the Grantors Bill Sbedzue and Lucinda Sbedzue conveyed only very narrow and specific easement rights to the *Seattle, Lake Shore and Eastern Railroad Company* (Grantee). Therefore, neither the Railroad Company, nor any Successor In Interest thereto, may compromise or regulate the rights, benefits, uses, and privileges associated with the underlying fee ownership beyond the Railroad Company's expressed needs.

The property underlying the easement grant was retained by Grantors Bill Sbedzue and Lucinda Sbedzue in fee simple estate.

Due to the ultimate subdivision of the Parent Parcel, the fee ownership interests retained and held by Bill Sbedzue and Lucinda Sbedzue were eventually conveyed and transferred to subsequent property owners.

All subsequent fee ownership rights have been subject to the original easement rights of the Railroad Right of Way since the original conveyance on May 06, 1887.

The *Seattle International Railroad Company* acquired the easement rights to the Specific Operating Property and the Specific Maintenance Property on July 28, 1896. Those rights were subsequently transferred to their assignees.

As-Built Trackage and Alleged Right of Way:

(See Illustration - Section 2 Attachment 5)

That portion of the *Seattle, Lake Shore, and Eastern Railroad Company's* railroad trackage which was actually constructed over the Lot of Origin was not located nor originally constructed within the Deeded Right of Way (Reference: the Map of Definite Location "as-constructed") nor is it presently located within that Deeded Right of Way.

Current Ownerships:

Subject Property Deeded Right of Way:

(See Illustration - Section 2 Attachment 3)

The current fee ownership appears vested in:

Lotta M. & Frank R. Ebright
Also described as:
Those Certain Heirs of Carroll Malcolm Ebright, Sr.,
To Wit: Kathryn D. Ebright; Carroll Malcolm Ebright, Jr.;
Margaret Hornecker (Formerly Margaret Ebright)
As disclosed in the First American Title Insurance Company Litigation Guarantee for the George Raab Case.

Subject Property Maintenance Property:

(See Illustration - Section 2 Attachment 4)

The current fee ownership lying west of the Deeded Right of Way appears vested in:
George W. Raab (a.k.a. George W. Raab, Jr.),
And Donna Marie Martinez (as Trustee under the George W. Raab Qualified Personal Residence Trust under Agreement dated December 21, 1992.

The current fee ownership lying east of the Deeded Right of Way appears vested in:
Lotta M. & Frank R. Ebright
Also described as:
Those Certain Heirs of Carroll Malcolm Ebright, Sr.,
To Wit: Kathryn D. Ebright; Carroll Malcolm Ebright, Jr.;
Margaret Hornecker (Formerly Margaret Ebright)
As disclosed in the First American Title Insurance Company Litigation Guarantee for the George Raab Case.

"Subject Property As-Built Trackage and Alleged Right of Way" :

(See Illustration - Section 2 Attachment 6)

The current fee ownership appears vested in:
Lotta M. & Frank R. Ebright
Also described as:
Those Certain Heirs of Carroll Malcolm Ebright, Sr.,
To Wit: Kathryn D. Ebright; Carroll Malcolm Ebright, Jr.;
Margaret Hornecker (Formerly Margaret Ebright)
As disclosed in the First American Title Insurance Company Litigation Guarantee for the George Raab Case.

Summaries, Analyses, and Opinions:

SECTION SEVEN:

Title Guarantees:

First American Title Insurance Company has conducted an independent review of the title documents and facts which were evidenced and researched by Graddon Consulting and Research, Inc. pertaining to the herein described properties. As part of its Contracted Services, its has agreed with the ownership findings of this Report and has issued its Title Insurance Litigation Guarantee based upon its findings and in support of its opinions.

Summaries, Analyses, and Opinions:

SECTION EIGHT:

Declaration:

Graddon Consulting and Research, Inc. ***(Hereinafter "GCR")***
has compiled an historical chain of ownership documents, maps, and other information relating to and encompassing the ***Subject Property*** owned by
George W. Raab and Donna Marie Martinez ***(Hereinafter "You, Your")*** .
as well as relating to the
Deeded Right of Way,
Maintenance Property,
over which there had been granted certain easements for specific railroad operation purposes; and,
the ***As-Built Trackage and Alleged Right of Way*** – the area upon which the railroad constructed its tracks.

That information has been accumulated for purposes including, but not limited to, assisting You, Your attorney, GCR, Your appraisers, and Your other Consultants in analyzing certain property rights, benefits, and uses in which You have an interest.

The primary focus of the GCR discovery relates to the following matters:

1) Manner of Land Settlement (Federal Act) and associated relevant data.
2) History of the Parent Parcel relating to the Washington Territorial and State Subdivision Laws.
3) The date and manner of conveyance of the original Grant of the Railroad Right of Way to the *Seattle, Lake Shore, and Eastern Railroad Company* which is contiguous to Your Subject Property.
4) Chronological representations for the filing of the Map of Definite Location of the Railroad Right of Way, the Entry of the Patented Settler, and the issuance of the Patent.
5) The original possessory rights of the *Seattle, Lake Shore, and Eastern Railroad Company* to their Railroad Right of Way as those rights relate to fee simple ownership or easement benefits.
6) Current ownership of the underlying real property within the existing Railroad Right of Way.
7) Historically vested property rights pertaining to the underlying real property within the existing Railroad Right of Way.
8) Historically created Separate Lots and vested property uses, benefits, and rights pertaining to the Subject Property.
9) Insurable title ownership abstract information for purposes of Title Insurance or Litigation Guarantees relating to legal actions.

GCR has conducted specific ownership research of both recorded and unrecorded matters of public record for the purposes of creating an historical chain of ownership for the Subject Property establishing foundational evidence for the opinions rendered herein.

Herein, Stephen J. Graddon of GCR has offered his opinions in certain property ownership and land use matters that may affect Your Property and for which he is qualified.
Those opinions are based, in part, upon the GCR research of the ownership history of the Subject Property as well as upon his learned information and applied practices.
Maps used in this Report are meant to be representative and not prepared by a surveyor unless so noted.
Both GCR and Stephen J. Graddon intend to offer all opinions within the venues of their established expertise.
Neither Stephen J. Graddon nor any other member of GCR is an attorney nor intend to engage in the practice of law.
If You have questions relating to legal opinions, You should seek legal advice from Your attorney.

Prepared by :

Graddon Consulting and Research, Inc.

Signed this 25th day of September, 2001

Stephen J. Graddon

Exhibit 29
SSDP2016-00415
004832

SB-743

EXHIBIT C

husband execute the same

Witness my hand and official seal the day and year in this certificate first above written

R J Tallman [seal]

Notary Public in and for Washington Territory

Filed for record at the request of Burke and Haller May 9th A D 1887 at 7 min past 1 P M

Lyman Wood
County Auditor

137 2 Bill Hedgins et ux
To
S. L. S. and E. R. R. Co.
} Right of Way Deed

In Consideration of the benefits and advantages to accrue to us from the location construction and operation of the Seattle Lake Shore and Eastern Railway in the County of King in Washington Territory we do hereby donate grant and convey unto said Seattle Lake Shore and Eastern Railway Company a right of way one hundred (100) feet in width through our lands in said County described as follows to-wit:

Lot 3 and N. E. 1/4 of S W. 1/4 Section 32 T 23 N R 6 E

Such right of way strip to be fifty (50) feet in width on each side of the centre line of the railway track as located across our said lands by the Engineer of said Railway Company which location is described as follows to-wit:

Beginning at a point 37.60 feet West from 1/4 Section corner on East boundary of Section 32 T 23 N R 6 E and running thence S 36° 36' W. 1710 feet to South boundary of Lot 3 of said Section 32 said Township and range which point is 1320 feet North and 350 feet East from S W corner of said Section 32 said line is in Lot 3 and N E 1/4 of S W 1/4 of said section 32

And the said Seattle Lake Shore and Eastern Railway Company shall have the right to use upon the lands adjacent to said line

distance of two hundred (200) feet on each side thereof and cut down all trees dangerous to the operation of said road

To have and to hold the said premises with the appurtenances unto the said party of the second part and to its successors and assigns forever.

In Witness Whereof the parties of the first part have hereunto set their hands and seals this 6th day of May A D 1887

Signed Sealed and delivered
in presence of
B. J. Tallman
T. F. [illegible]

Bill his X mark Shedguse (Seal)
Louisiana her X mark Shedguse (Seal)

Territory of Washington }
County of King } ss

I hereby certify that on this 6th day of May A D 1887 before me a Notary Public in and for Washington Territory personally came Bill Shedguse and Louisiana Shedguse his wife to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

And the said Louisiana Shedguse wife of said Bill Shedguse upon an examination by me separate and apart from her said husband when the contents of said instrument were by me fully made known unto her and she was by me fully apprised of her right and the effect of signing the within instrument [illegible] separate and apart from her said husband [illegible] and acknowledge the same and acknowledging that she did voluntarily of her own free will and without fear or coercion from her husband execute the same.

Witness my hand and official seal the day and year in this certificate first above written

B. J. Tallman (Seal)
Notary Public in and for Washington Territory

Filed for record at the request of [illegible] May 9th A D 1887 at 1 min past 1 P.M.

[illegible]
County Auditor

Exhibit 29
SSDP2016-00415
004834

SB-743

BUSINESS and CONSULTING EXPERIENCE RESUME

Dated: September - 2001

Stephen J. Graddon

Graddon Consulting and Research, Inc.
P. O. Box 54083 **253-835-0032**
Redondo, WA 98054
Owner - President

Summit Land Company, Inc.
P. O. Box 54083 **253-835-0032**
Redondo, WA 98054
Owner - Broker

Licensed WA State Real Estate Broker:

Practiced Jurisdiction: King County, Washington State
License Duration: Approximately 35 years through present
History: Licensed as Real Estate Agent - May 1966
Licensed as Real Estate Broker - March 1969
Specialized Vacant Land Broker
Directly Brokered more than 1,000 vacant land sales.

Land Use and Land Subdivision Consultant:

Primary Practiced Jurisdiction: King County, Washington State
Duration: More than 30 years through present
History: More than 400 land division projects

Consultant, Researcher, Analyst and Designated Applicant:

Expert in Historic Subdivision, Zoning, Property Rights, Ownership, and Use Matters which are vested and recognized under current laws, rules, and regulations.

Primary Practiced Jurisdiction: King County, Washington State
Duration: More than 30 years through present
History: More than 100 "vested property rights" consulting projects in past 5 years.

Administrative Appeals Consultant and Advocate:

Includes research, discovery, evidence production, writing, filing and arguing Administrative Appeals in cases of Governmental Denials of Applicant's Permits.

Primary Practiced Jurisdiction: King County, Washington State
Duration: More than 20 years through present

Exhibit 29
SSDP2016-00415
004835

SB-743

Forensic Researcher and Evidential Analyst:

Historic and Applied Federal, State, and Local Land Laws and Regulations
Geographic Emphasis - Provisional Territory of Oregon, Territory of Oregon, Territory of Washington, and Washington State:

Title Abstract / Ownership Research:
Research includes all Matters of Public Records, both Recorded and Unrecorded.

Easements and Rights of Way Research:
Railroad Rights of Way, Public Rights of Way, Private Rights of Way, Etc.

Litigation Land Use Consultant, Researcher, Analyst and Witness:
Includes Land Use Matters and Issues which are compliant with previous laws, rules, and regulations and which are "vested" or considered "legal, non-conforming" under currently applied laws.

Primary Practiced Jurisdiction: King County, Washington State
Duration: Approximately 20 years through present
History: More than 40 cases in past 3 years
Graddon has consulted in approximately Fifty (50) settled litigations in the past four (4) years.
Graddon is currently consulting in approximately twenty six (20) pending land use litigations.

Contributing Author, Stakeholder, and Research Participant in Reviewing and Implementing Certain Jurisdictional Land Use Policies, Codes, Rules, and Regulations:

Graddon has collaborated with Governmental entities, primarily King County, in formulating written policies, public rules, and code changes relating to specific land use issues.

Testimony to King County Council on 2/27/17 by residents, The Peck Family, at 109 East Lake Sammamish Pkwy SE, Sammamish, WA 98074 (Station 415 on King County's East Lake Sammamish Mater Plan Trail, South Sammamish Segment B)

Introduction:

Our names are Steve and April Peck. We are homeowners on the East Lake Sammamish trail. My family and I are writing with serious concerns, fear and disappointment with King County's plans (and the unknown plans) to expand the development of the East Lake Sammamish Trail. In early 2015, through exhaustive dedication to our labors, we finally realized our dream to own a home on Lake Sammamish. Our specific property is greatly negatively impacted by the ELST design because of the specific shape of our property.

We felt extremely fortunate to finally own something we worked (and saved) so hard for and excited to find something with so many opportunities. My husband loves the lake, uses the outbuildings and shop for work, my children loved the 27 – 75-year-old blueberry bushes and I loved the space which gave my children more room to roam and to learn the value of work. After King County's plans, we are overwhelmed with feelings of disappointment and sadness. Further, we are uneasy knowing there is still plans we are unaware of. What other plans does King County have for our land? We urge King County to work with the land owners to minimize the width to preserve our historic blueberries, out buildings and other features important to land owners along the East Lake Sammamish trail. We love the trail and believe it is a community asset but there is unnecessary expansion that forces extensive demolition to many land owners.

Ownership:

Through a detailed Ownership Research Report conducted by Stephen Graddon of Graddon Consulting and Research (findings affirmed by the Federal Court of Claims through Judge Horne's extensive ruling and independent title companies, First American Title Insurance Company) who has studied the historic ownership and title of our land, we have confidence that the Right of Way Deed of May 6, 1887 does not chain to either the Land Conservancy of Seattle and King County nor King County because the legal description of the Quit Claim Deeds under which King County claims it alleged fee simple ownership purports to convey only the right of way easement of the trail as now located and constructed.

Chain of Title Key Points:

- 1876 - Bill Sbedzue (original land owner including our property) was approved for Entry under the provision of the Homestead Act of 1862.
- 1882 - Bill Sbedzue successfully completed his obligation and no longer was subject to the Homestead Act Obligations.
- 1883 - Bill Sbedzue was issued patent by US government that his ownership was Fee Simple Absolute Estate.
- 1887 – Bill Sbedzue conveyed to Seattle Lake Shore and Eastern Railroad Company a Right of Way by way of Right of Way Deed. The document granted limited easement rights, benefits, uses and privileges to that Railroad Company for the specific purpose of locating, constructing and operating its railroad. There exists no record in the chain of title from the original grantee or any successors in interest (Railroad Companies) to the currently claimed and so called successors in interest" (King County) for the Deeded Right of Way. Through research of facts, the historic time and the language used, this Right of Way Deed was found to be only an easement to the Railroad not fee simple ownership. The Deeded Right of Way was originally conveyed by Bill

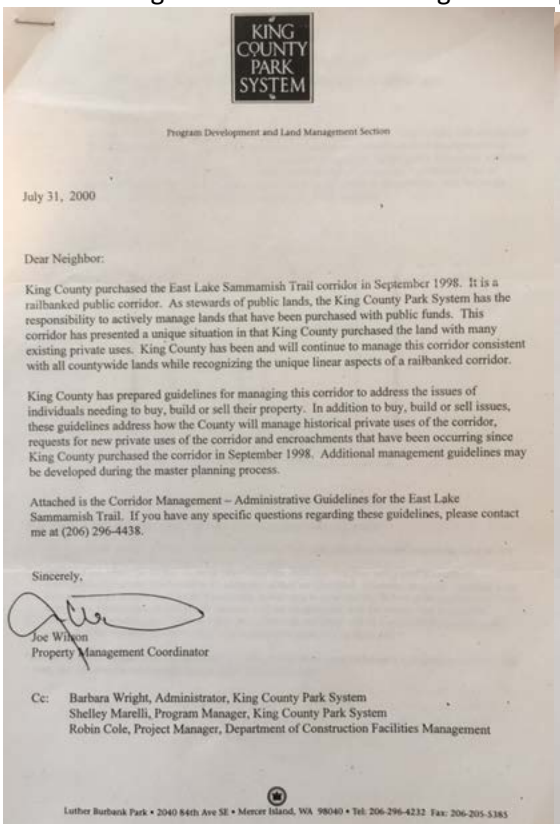
(and Lucinda) Sbedzue and was not conveyed to the Railroad by the United States. The Patentee's (Bill Sbedzue) certain and specific Fee Simple Absolute property rights are subject only to applicable statutory provision and common laws in place at time of entry. The specific deed by Bill Sbedzue was intended to limit the scope of conveyance. Transfer of complete fee simple ownership would revert back to the original owner.

- 1887-1891 – The Map of Definite Location (Line of Intended Route) was approved by the US Secretary of Interior. Map of Plan and Profile was filed and recorded. The railroad trackage was not located, laid nor originally constructed within the actual Deeded Right of Way.
- The difference in the actual Deeded Right of Way versus the actual As Built Tracks would lead to the county inheriting a mere surface easement, an Easement by Prescription, limited to surface and width of what was actually used in the originally constructed As Built Tracks. The use and width cannot be expanded upon.
- The Laws of the territory of Washington had provided such rights of way as included in roadways and railways were not to be included in tax accounts of property from which they had been derived or previously attached which explains the difference in Real Property Tax Account Number from the Tax Account Number included with the Right of Way. It does not affirm fee simple transfer.
- Please see included Ownership Research Report by Graddon Consulting and Research.

Negative Implications to our Property:

We do not oppose the trail. We wish to offer design solutions to the proposed development plans which currently give us cause for serious concern. Especially since they are only 60% of what is to come.

1. The current plans are not an entirely accurate depiction of our property. Fences, irrigation and vegetabion are not showing. The proposed 60% plans show clearing lines that significantly impact our property beyond where the current trail resides and are costly, unnecessary and invasive. The current Clearing and Grubbing line goes an additional 20' beyond the original proposed expanded 18' trail to add an additional 10-12' unnecessary dispersion area. Since our property is triangular in shape, this 60% plan negatively impacts our property and reduces much of the features, appeal and sentiment of our property. In 2000, King County Park System stated it would manage the ELST to its existing use and preserve a 30' width.



KING COUNTY PARK SYSTEM

Program Development and Land Management Section

July 31, 2000

Dear Neighbor:

King County purchased the East Lake Sammamish Trail corridor in September 1998. It is a railbanked public corridor. As stewards of public lands, the King County Park System has the responsibility to actively manage lands that have been purchased with public funds. This corridor has presented a unique situation in that King County purchased the land with many existing private uses. King County has been and will continue to manage this corridor consistent with all countywide lands while recognizing the unique linear aspects of a railbanked corridor.

King County has prepared guidelines for managing this corridor to address the issues of individuals needing to buy, build or sell their property. In addition to buy, build or sell issues, these guidelines address how the County will manage historical private uses of the corridor, requests for new private uses of the corridor and encroachments that have been occurring since King County purchased the corridor in September 1998. Additional management guidelines may be developed during the master planning process.

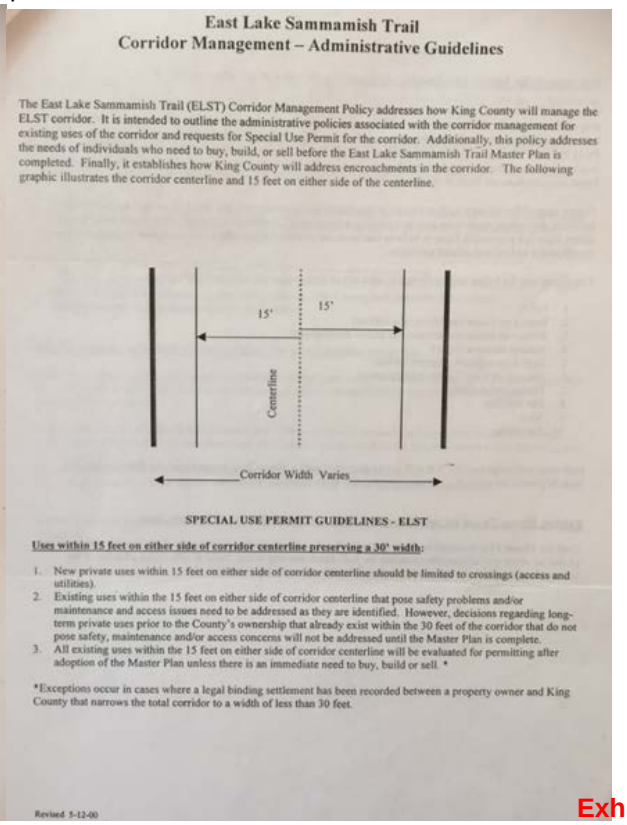
Attached is the Corridor Management – Administrative Guidelines for the East Lake Sammamish Trail. If you have any specific questions regarding these guidelines, please contact me at (206) 296-4438.

Sincerely,

Joe Wilson
Property Management Coordinator

Cc: Barbara Wright, Administrator, King County Park System
Shelley Marelli, Program Manager, King County Park System
Robin Cole, Project Manager, Department of Construction Facilities Management

Luther Burbank Park • 2040 84th Ave SE • Mercer Island, WA 98040 • Tel: 206-296-4232 Fax: 206-205-5385



East Lake Sammamish Trail
Corridor Management – Administrative Guidelines

The East Lake Sammamish Trail (ELST) Corridor Management Policy addresses how King County will manage the ELST corridor. It is intended to outline the administrative policies associated with the corridor management for existing uses of the corridor and requests for Special Use Permit for the corridor. Additionally, this policy addresses the needs of individuals who need to buy, build, or sell before the East Lake Sammamish Trail Master Plan is completed. Finally, it establishes how King County will address encroachments in the corridor. The following graphic illustrates the corridor centerline and 15 feet on either side of the centerline.

SPECIAL USE PERMIT GUIDELINES - ELST

Uses within 15 feet on either side of corridor centerline preserving a 30' width:

1. New private uses within 15 feet on either side of corridor centerline should be limited to crossings (access and utilities).
2. Existing uses within the 15 feet on either side of corridor centerline that pose safety problems and/or maintenance and access issues need to be addressed as they are identified. However, decisions regarding long-term private uses prior to the County's ownership that already exist within the 30 feet of the corridor that do not pose safety, maintenance and/or access concerns will not be addressed until the Master Plan is complete.
3. All existing uses within the 15 feet on either side of corridor centerline will be evaluated for permitting after adoption of the Master Plan unless there is an immediate need to buy, build or sell. *

*Exceptions occur in cases where a legal binding settlement has been recorded between a property owner and King County that narrows the total corridor to a width of less than 30 feet.

Revised 5-12-00

2. In this area lies 27 75-year-old blueberry bushes and once botanical gardens historically known on the Eastside before roads even existed. I cannot begin to understand why this would be okay for someone to remove from

our property. Plant retention is significant to all trail residence. In our short period owning our property, it has become an opportunity for my children to learn the value of work and provide service to those around us.

Fruitful, historic blueberry bushes planted in the 1940's.

3. In addition to the blueberry bushes being removed, a long-since pre-established workshop structures built in the 1960's. A chain-link fence providing security look as if they are to be removed and not replaced. The structures are utilized for my work and the removal of them impose a significant burden on my future work. My buildings, fence and the blueberry bushes have existed for several decades and in no way impede the current trail nor the originally proposed 18' trail expansion. This area of land is flat, has several plants that absorb moisture and has not historically been known for an area needing run off. With the expansion of a trail with a nonpermeable surface, other less invasive (and less costly) drain off options exist that we'd be willing to explore and help develop with King County, such as a French drain, dry well, or swale (in addition to the plant life that already exists). A fence also must be replaced to provide security to my family. From the trail, our property does not provide a view to the lake, only directly to the window and access points of our home. Replacing the existing security fence for my young children's safety is absolutely and irrevocably necessary.

The current width where the trail bisects our property is 30' and allows room for trail improvements to be made without harming our blueberry bushes, gardens and structures.


27 – 75 year old blueberry bushes proposed to be removed in the Clearing and Grading Permit. There is no drainage issues with our area of land. The blueberry bushes absorb moisture, allow for drainage and are a permeable surface.


2 side view of approx 60 year structure which looks like it's to be removed from property. Interestingly, the potentially hazardous tree growing into powerline has been proposed to remain. There are homes with permits approved and issued by King County (after King County assumed easement rights) that are within the Right of Way. The county must treat everyone equally and cannot remove our pre-existing buildings merely because they are within the right of way.

Chain link fence being removed and not replaced from property which offers protection and security for our family as well as contains our dog.

Proposed Modifications:

- Align the improved trail with the existing interim trail or shift the improvements away from our blueberry bushes and structures.
- Allow for our blueberry bushes and gardens to serve as adequate drainage for the trail and eliminate the dispersion area that is not consistently placed throughout the proposed plans. If needed, we can assist in installing additional drainage that does not negatively impact our gardens.
- Limit the total trail width to 16 feet where the prescriptive easement would already exist and within the AASHTO guidelines for public multi-use paved trails. Reasonable Clearing and Grubbing would not be necessary outside 30'.

We thank you for your time in seriously considering and acknowledging our comments and concerns. I feel blessed to live in America, live in a democracy with the constitution and knowledge that I live in a land of opportunity. I've personally been blessed to experience how hard work can transform someone's life. There are many comments we read online about greedy millionaires living on the lake who seem to have had some upper hand dealt in life. These comments sadden us because we've worked very, very hard for everything we've acquired, saved and made conscious choices about everything we've purchased. Our lives have not been easy and in many instances, we've experienced trials and circumstances that no one would want to live through. We are ordinary people who are trying to live the American dream. I feel shocked that the intent of a Right of Way Deed easement and ownership of many properties on Lake Sammamish including my own have been convoluted and transformed into something which it is not. We urge the City of Sammamish for help in modifying King County's plans for the East Lake Sammamish trail. King County is being unfair in their pursuit to develop the trail. They claim they are trying to work with the homeowners to be fair but their actions do not match their accommodating words. The City of Sammamish has no legal authority to approve the Shoreline Substantial Development Permit until issues like ours, along with countless others, are addressed and the public has had a chance to review the complete (90%) plans to assess the county's response. I hope these issues can be resolved and the community can enjoy the benefits the East Lake Sammamish Trail has to offer. My husband and I would greatly appreciate the opportunity to speak with someone further about alternative drainage and development options to maintain both our interests and the interests of the trail. Please feel free to contact us with the details below.

Sincerely,

The Peck Family

April Peck | AprilZangl@Hotmail.com | 425.829.4917

Steve Peck | SteveJPeck@Live.com | 425.829.0838