

DECLARATION OF ROBERT NUNNENKAMP

I, Robert Nunnenkamp, declare under penalty of perjury under the laws of the State of Washington as follows:

1. My name is Robert Nunnenkamp and I am employed as a Property Agent with the King County Division of Parks and Recreation. I have held this position since 2000. As a Property Agent, I am familiar with the East Lake Sammamish Rail Corridor (“Corridor”), including the railroad features acquired by King County from BNSF. I am over the age of eighteen, have personal knowledge of the facts stated below and am otherwise competent to testify regarding these matters.

2. When King County recently applied for a Shoreline Substantial Development Permit for Segment 2B of the East Lake Sammamish Trail (“Segment 2B”), the County provided the City of Sammamish with documents establishing King County’s right to develop the trail. True and correct copies of following documents were provided to the City and attached to this declaration: (a) Deed No. 9704280575 conveying the Corridor from BNSF to the Land Conservancy (Exhibit 1); (b) Deed No. 9809181252 conveying the Corridor from the Land Conservancy to King County (Exhibit 2); (c) Order on Cross Motions for Summary Judgment, *Hornish v. King County*, No. 2:15-cv-00284-MJP (April 20, 2016) (Exhibit 3); (d) Judgment Quieting Title to King County, No. 2:15-cv-00284-MJP (May 13, 2016) (Exhibit 4); (e) *King County v. Rasmussen*, 299 F.3d 1077 (9th Cir. 2002) (Exhibit 5); and (f) *Ray v. King County*, 120 Wn.App. 564 (2004) (Exhibit 6). These documents establish King County’s property rights in the Corridor, which are sufficient to construct a permanent trail in Segment 2B.

3. Under the federal Trails Act, a railroad or property holder may “railbank” a corridor to preserve it for future railroad use and allow interim public trail use. *See* 16 U.S.C. §

1247(d). The Corridor is currently railbanked under the authority of the Surface Transportation Board (“STB”), which has issued a NITU order authorizing trail use. King County is seeking to construct a permanent trail along Segment 2B in order to fulfill its obligations under the Trails Act in accord with the NITU. Because the Corridor is railbanked, the City’s authority to regulate trail construction and operation is limited. See Exhibit 7 (*Friends of the E. Lake Sammamish Trail v. City of Sammamish*, 361 F. Supp. 2d 1260, 1274 (W.D. Wash. 2005) (The City of Sammamish regulations “apply only to the extent that they do not frustrate development of a trail on the railbanked right of way.”)).

4. In accord with its statutory duties, King County maintains a recording system for all property ownership documents for all public and private land located within King County. Based on these recorded deeds and other property documents, the King County Assessor maintains tax records that list the property owner. The following King County parcel numbers describe the portions of the Corridor that are located within Segment 2B: 292506-9007, 322506-9015, 062406-9013, 072406-9004, and 082406-9214. The records of the King County Assessor list King County Parks as the owner of each of these parcels. All of these parcels were conveyed to King County through Deed No. 9704280575, which is attached as Exhibit 2.

5. For the City’s convenience, Exhibit 8 is a table that lists the parcel numbers and the source deeds underlying those parcels. The source deeds reflect the original sale of the Corridor to the railroad many decades ago. King County is the successor in interest to those deeds. The Deeds attached as exhibits 9 – 15 and 17-19 grant the county fee ownership of the parcel. For the property covered by exhibit 16, the County has the right of exclusive control and possession (including the right to exclude others) due to a land grant from the federal government.

6. Attached as Exhibit 25 is a map that illustrates King County's ownership and control of the Corridor of Segment 2B of the Corridor. The map using color coding to illustrate King County's property rights within the corridor. The blue easement areas are controlled by the documents attached as exhibits 20 – 24. These easements, which were generated through legal proceedings, explicitly grant King County an easement to build a trail.

7. In addition, on July 31, 2014, as part of the SSDP application for East Lake Sammamish Trail South Segment A (SSDP Permit #2014-00171) King County provided the City with a map of the south segment of the ELST, including the section that is the subject of this development proposal. For your convenience, we have attached as Exhibit 27 a courtesy copy of this map. This map listed some historical information on the railroad's acquisition of the Corridor, as well as the parcel numbers and recorded property owners for parcels adjacent to the trail.

8. The chart attached as exhibit 8 and the map attached as exhibit 25 also list parcels implicated in construction of the Inglewood Parking Lot. The Inglewood Parking Lot will be constructed on the following parcels: 357530-0260, 357530-0340, 357530-0365, 357530-0370, and 357530-0460. King County Parks is listed as the owner of record by the Accessor for each of these parcels. As supported by exhibit 26, King County purchased these parcels and owns them in fee. In addition, portions of the parking lot will be constructed on Parcel No. 2925069007, which King County also owns in fee. In connection with its recent permit submittal, King County provided the City with title a title report further illustrating its fee ownership of the Inglewood Parking Lot parcels. See attached exhibit 28. In addition, King County recently obtained an updated title report for the Inglewood Parking Lot parcels, which is attached as exhibit 29.

Signed under penalty of perjury under the laws of Washington on this 29th day of
November, 2016, at Seattle, Washington.



Robert Nunnenkamp

INDEX OF EXHIBITS

1. Quit Claim from BNSF to TLC
2. Quit Claim from TLC to King County
3. 04-20-2016 Order on Cross Motion for Summary Judgment, Hornish v. King County, No. 2:15-cv-00284-MJP
4. 05-13-2016 Judgment Quieting Title to King County, Hornish v. King County, No. 2:15-cv-00284-MJP
5. King County v. Rasmussen, 299 F.3d 1077 (9th Cir. 2002)
6. Ray v. King County, 120 Wn.App. 564 (2004)
7. Friends of the E. Lake Sammamish Trail v. City of Sammamish, 361 F. Supp. 2d 1260, 1274 (W.D. Wash. 2005)
8. Table with parcel numbers and relevant information
9. Hutchinson Deed
- 10.Reeves Deed
- 11.Davis Deed
- 12.Yonderpump Deed
- 13.Sbedzuse Deed
- 14.Tahalthkut Deed
- 15.Hilchkanum Deed
16. Land Grants
- 17.Tibbett's Deed
- 18.Fuller Deed 2861110
- 19.Fuller Deed 2861109
- 20.Easement - Reinhardsen
- 21.Easement – Rogalski
- 22.Easement – Ivanoff
- 23.Easement – Pickering
- 24.Easement – Buck
- 25.Map to illustrate King County's ownership and control of the Corridor in Segment B
- 26.Bark-Jensen Deed
- 27.Map of the Corridor provided to the City on 7/31/14 as part of the SSPD 2014-00171
- 28.Inglewood Title Reports
- 29.Updated Inglewood Title Reports

EXHIBIT 1

Name The Land Conservance of Seattle

Address 1150 19th St.

City, State, Zip Seattle, WA 98112

**COMMONWEALTH
LAND TITLE INSURANCE COMPANY
OF PHILADELPHIA**

21-

CW C8021 2

Document Title(s):

1. Quit Claim Deed
2. _____

Reference Number(s) of Documents assigned or released:

(Additional numbers on page _____ of document)

Grantor(s): (Last name first, then first name and initials)

1. The Burlington Northern and Santa Fe Railway Company
2. _____
3. Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. The Land Conservancy of Seattle and King County
2. _____
3. Additional names on page _____ of document

Legal Description: (abbreviated: i.e., lot, block, plat or section, township, range)

Portion of the Railway Company's 100 foot wide Branch line right of way, Section 12, Township 25, N. Range 5 East.

(Additional legal description on page _____ of document)

Assessor's Property Tax Parcel/Account Number:

172406-9007-01, 292506-9007-06, 292506-9008-005, 2925069036-01,
162406-9017-00

(Additional account numbers on page _____ of document)

E1540364 04/28/97 26700.00 1500000.00

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970428-0575 09:19:00 AM KING COUNTY RECORDS 014 JUN

WHEN RECORDED MAIL TO:

THE LAND CONSERVANCY OF
SEATTLE AND KING COUNTY
1150 19TH Street
Seattle, Washington 98112

RECORDED AT THE REQUEST OF:

QUITCLAIM DEED

9704280575

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, Grantor, of 2650 Lou Menk Drive, Fort Worth, Texas 76131-2830, hereinafter called "Grantor", for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and quitclaims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to **THE LAND CONSERVANCY OF SEATTLE AND KING COUNTY**, a non-profit tax exempt corporation organized and existing under the laws of the State of Washington, of 1150 19th Street, Seattle, Washington 98112, hereinafter called "Grantee", all its right, title and interest, if any, in the rail line and rail line corridor situate between Milepost 7.30 near Redmond and Milepost 19.75 near Issaquah, King County, State of Washington, hereinafter called "Property", together with all after acquired title of Grantor therein, described as follows:

Lot, Block, Plat, or Section, Township, and Range more particularly described in Exhibit "A", consisting of eight (8) page(s), attached hereto and made a part hereof.

SUBJECT, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

Assessor's Property Tax Parcel Account/Number(s): _____

RESERVING, unto Grantor, its successors and assigns, a non-exclusive, permanent easement for construction, reconstruction, maintenance, use and/or operation of one or more underground pipelines or fiber optic communication lines, facilities and appurtenances in, under, across, along and through all or any portion of the Property herein to be conveyed, including the right for Grantor, or any of its licensee(s), to enter, disturb the surface, and occupy the Property herein to be conveyed for purposes of constructing, reconstructing, maintaining, using and/or operating one or more pipelines or fiber optics communication lines, facilities and appurtenances, in, under, across, along and through all or any portion of the Property herein to be conveyed; provided however, that Grantor shall notify Grantee in advance of any such entry, and shall enter and occupy such Property in a manner which does not materially interfere with Grantee's use of such Property. Any entity exercising a right under this reservation shall indemnify and hold harmless (including from court costs and attorney's fees) Grantee and its assigns for personal injury or damage to property, related to such exercise and caused by such user's sole negligence. Any right exercised under this reservation shall be compatible with, and not unduly burden the use of the right-of-way for its intended purposes.

GRANTEE has been allowed to make an inspection of the Property and has knowledge as to the past use of the Property. Based upon this inspection and knowledge, **GRANTEE** is aware of the condition of the Property and **GRANTEE ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY. GRANTEE SHALL BE RESPONSIBLE FOR ALL POST-CLOSING ENVIRONMENTAL CONDITIONS AND ANY PRE-EXISTING CONDITIONS THAT ARE MADE KNOWN TO GRANTEE OR THAT SHOULD HAVE BEEN DISCOVERABLE UPON CONDUCTING A PHASE I SURVEY. GRANTOR SHALL BE RESPONSIBLE FOR LATENT PRE-EXISTING CONDITIONS THAT (i) COULD NOT HAVE BEEN REASONABLY BEEN DISCOVERED UPON CONDUCTING A COMPETENT PHASE I SURVEY PRIOR TO CLOSING; OR (ii) WERE THE RESULT OF INTENTIONAL RELEASES KNOWN TO GRANTOR AND NOT DISCLOSED TO GRANTEE PRIOR TO CLOSING.**

The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated.

By acceptance of this deed, Grantee agrees to and does hereby release Grantor from any claims for damages, costs, attorneys fees or other claims made by adjoining or underlying

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landowners to the properties covered by this conveyance and indemnify Grantor pursuant to paragraph 7 of the Offer to Purchase Agreement, between Grantor and Grantee, dated April 15, 1997.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, and its corporate seal to be affixed hereto on the 23rd day of April, 1997.

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY**

By: James J. O'Neil

James J. O'Neil

Vice President Property & Facility
Management

ATTEST:

By: Margaret R. Aclyn

Margaret R. Aclyn
Assistant Secretary



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ACCEPTED:

THE LAND CONSERVANCY OF SEATTLE AND KING COUNTY

By: Carol James / V.P.
Name: CAROL JAMES
Title: VICE PRESIDENT

ATTEST:

By: [Signature]
Name: Christa Hinkley
Title: LTO/ESCROW OFFICER



STATE OF WASHINGTON §
 § ss.
COUNTY OF KING §

On this 25 day of APRIL, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CAROL JAMES and [Signature] to me known to be the VICE PRESIDENT and [Signature] respectively, of The Land Conservancy of Seattle and King County, a non-profit tax-exempt corporation organized and existing under the laws of the State of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Erin Duggan Reed
Notary Public in and for the
State of Washington
Residing at: Seattle
My appointment expires: 4-29-99

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STATE OF TEXAS

§

§ ss.

COUNTY OF TARRANT

§

On this 23rd day of April, 1997, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared James J. O'Neil and Margaret R. Aclin, to me known to be the Vice President, Property & Facility Management and Assistant Secretary, respectively, of The Burlington Northern and Santa Fe Railway Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

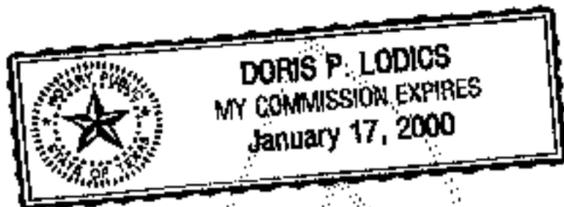
Witness my hand and official seal hereto affixed the day and year first above written.

Doris P. Lodics

Notary Public in and for the State of Texas

Residing at: Fort Worth, Texas

My appointment expires: 1-17-2000



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FORM APPROVED BY LAW

Document

EXHIBIT "A"

Quitclaim Deed from The Burlington Northern and Santa Fe Railway Company to The Land Conservancy of Seattle and King County, dated April 23, 1997, Pages 1 through 8.

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) Snoqualmie Branch Line right of way, varying in width on each side of said Railway Company's Main Track centerline, as now located and constructed between Redmond (Milepost 7.3) to Issaquah (Milepost 19.75), King County Washington, more particularly described as follows, to-wit:

All that portion of said Railway Company's 100.0 foot wide Branch line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 12, Township 25 North, Range 5 East, Government Lots 3 and 4 of Section 7, and Government Lots 1,2,3, and 4 of Section 18, all in Township 25 North, Range 6 East, bounded on the Northwest by the West line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 12, Township 25 North, Range 5 East, and bounded on the South by the South line of said Government Lot 4 of Section 18, Township 25 North, Range 6 East, also,

All that portion of said Railway Company's 50.0 foot wide Branch Line right of way, being 25.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 5 of said Section 18, and Government Lot 1 of Section 19, all in Township 25 North, Range 6 East, bounded on the North by the North line of said Government Lot 5 of Section 18, and bounded on the South by the South line of said Government Lot 1 of Section 19, also,

All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 2 of said Section 19, Government Lots 1, 2, 3, 4 of Section 20 and Government Lots 1 and 2 of Section 29, all in Township 25 North, Range 6 East, bounded on the North by the North line of said Government Lot 2 of Section 19, and bounded on the South by the South line of said Government Lot 2 of Section 29, **EXCEPTING THEREFROM**, that portion described in Quitclaim Deed from Burlington Northern Railroad Company to Donald and Eleanor Stahl dated April 19, 1994, being the Westerly 25.0 feet of said 100.0 foot wide right of way, lying between two lines drawn concentric with and distant, respectively, 25.0 feet and 50.0 feet Westerly, as measured radially from said Main Track centerline, bounded by two lines drawn parallel with and distant, respectively, 900.0 feet and 1,000.0 feet North, as measured at right angles from the South line of said Government Lot 2 of Section 29; also,

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All of Lots 1 through 68, inclusive, Block 9, according to the plat of the Town of Inglewood, as recorded in Volume 3 of Plat Books, page 169, records of King County, Washington, lying Westerly of a line drawn parallel with and 50.0 feet Easterly, as measured at right angles from said Main Track centerline, also,

Those portions of Lots 19, 20, 21, 22, 23 and 24, Block 6, according to the plat of the Town of Inglewood, as recorded in Volume 3 of Plat Books, page 169, records of King County, Washington, lying Westerly of a line drawn concentric with and distant 50.0 feet Easterly, as measured radially from said Main Track centerline; also,

Those portions of Lots 1 through 22, inclusive, Block 4, Lots 1 through 22, inclusive, Block 5, and Lots 11 through 22, inclusive, Block 3, all according to the plat of the Town of Inglewood, as recorded in Volume 3 of Plat Books, page 169, records of King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

Those portions of Lots 1, 2 and 8, Block 3, according to said plat of the Town of Inglewood, King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

Those portions of Lots 9, 10, 12, 13, 16, 17, 18, 19, 20, 21 and 22, Block 2, according to said plat of the Town of Inglewood, King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

All of Lots 1 through 41, Block 14, according to said plat of the Town of Inglewood, King County, Washington, **EXCEPTING THEREFROM**, those portions of said Lots 26 through 41 lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Easterly, as measured at right angles and radially from said Main Track centerline, **ALSO, EXCEPTING THEREFROM**, those portions of said Lots 9, 10 and 11, lying Westerly of a line drawn concentric with and distant 25.0 feet Westerly, as measured radially from said Main Track centerline, **ALSO, EXCEPTING THEREFROM**, those portions of Lots 18 through 27 lying Westerly of a line drawn concentric with and distant 25.0 feet Westerly, as measured radially from said Main Track centerline, **ALSO, EXCEPTING THEREFROM**, those portions of Lots 28 and 29 sold to John and Elizabeth Hayden by Quitclaim Deed filed for record as King County Recording No. 9212311137 in and for said County, **ALSO, EXCEPTING THEREFROM**, those portions of Lots 24 and 25, lying Easterly of a line drawn

concentric with and distant 25.0 feet Easterly, as measured radially from said Main Track centerline; also,

Those portions of Lots 0 through 7, inclusive, and Lots 11 through 16, inclusive, Block 1, according to said plat of the Town of Inglewood, King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

That portion, if any, of said Railway Company's Branch Line right of way lying Westerly of Lots 1 through 68, Block 9, Lots 19 through 24, Block 6, and Lots 1 through 41, Block 14; and lying Easterly of Lots 1 through 22, Block 4, Lots 1 through 22, Block 5, Lots 1 through 22, Block 3, Lots 1 through 22, Block 2, and Lots 0 through 20, Block 1, Town of Inglewood; as recorded in Volume 3 of Plats, page 169, records of King County, Washington, bounded on the North and South by the North and South lines of said Town of Inglewood; also

All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lots 1, 2, 3 and 4 and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Government Lot 2 of Section 31, all in Township 25 North, Range 6 East, and Government Lots 1, 2 and 3 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 24 North, Range 6 East, bounded on the North by the North line of said Section 32, Township 25 North, Range 6 East, and bounded on the South by the South line of said Government Lot 3 of Section 6, Township 24 North, Range 6 East, **EXCEPTING THEREFROM**, that portion sold to Arthur and Sallyann Holmboe by Quitclaim Deed dated August 17, 1994, described as follows:

Commencing at the Northeast corner of said Government Lot 1 of Section 32; thence West along the North line of said Government Lot 1 a distance of 91.75 feet to the Westerly line of said 100.0 foot wide Branch Line right of way; thence South 06° 23' 29" West along said Westerly line 932.07 feet to the True Point of Beginning; thence continuing South 06° 23' 29" West along said Westerly line 143.20 feet; thence South 89° 17' 01" East 25.12 feet to a point being 25.0 feet Westerly, as measured at right angles from said Main Track centerline, thence North 06° 23' 29" East 143.20 feet; thence North 89° 17' 01" West 25.12 feet to the True Point of Beginning.

ALSO, EXCEPTING THEREFROM, that portion of the hereinabove described 100.0 foot wide Branch Line right of way, situated in said Government Lot 3 of Section 6, Township 24 North, Range 6 East, sold to Patrick and Vicki Burns by Quitclaim Deed filed for record September 18, 1996, as King County Recording No. 9701221277 described as follows:

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Commencing at an iron stake at the intersection of the centerline of a private road with the shoreline of Lake Sammamish as shown on blueprint filed with deed recorded under King County Recording No. 1748265, said iron stake marking the Northwest corner of a tract of land conveyed to W. C. Dahl by deed recorded under King County Recording No. 2808278; thence South 61° 02' East to the Northwesterly line of the hereinabove described 100.0 foot wide Branch Line right of way; thence Southwesterly along said Northwesterly line on a curve concave to the Southeast having a radius of 766.78 feet a distance of 51.27 feet to the True Point of Beginning; thence continuing Southwesterly along said Northwesterly line 50.59 feet; thence South 61° 02' East 25 feet, more or less, to a point being 25.0 feet Northwesterly, as measured radially from said Main Track centerline; thence Northeasterly along a curve concave to the Southeast having a radius of 741.78 feet and concentric with said Main Track centerline to a point which bears South 61° 02' East from the True Point of Beginning; thence North 61° 02' West 25 feet, more or less, to the True Point of Beginning.

ALSO,

All that portion of said Railway Company's 200.0 foot wide Branch Line right of way, being 100.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 4 of said Section 6, Township 24 North, Range 6 East, bounded on the North and South by the North and South lines of said Government Lot 4; also,

All that portion of said Railway Company's 50.0 foot wide Branch Line right of way, being 25.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 1 of Section 7, Township 24 North, Range 6 East, bounded on the North and South by the North and South lines of said Government Lot 1; also,

All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 2 of said Section 7, Township 24 North, Range 6 East, bounded on the North by the North line of said Government Lot 2, and bounded on the Southeast by the hereinafter described "Line A", EXCEPTING THEREFROM, the Westerly 30.0 feet of said 100.0 foot wide Branch Line right of way across Tract 6, Lake Sammamish Waterfront Tracts to Monohan, according to the plat thereof, lying between two lines drawn concentric with and distant, respectively, 20.0 feet and 50.0 feet Westerty, as measured radially from said Main Track centerline, ALSO, EXCEPTING THEREFROM, the Westerly 30.0 feet of said 100.0 foot wide Branch Line right of way across Tracts 9 and 10, Lake Sammamish Waterfront Tracts to Monohan, according to the plat thereof, lying between two lines drawn parallel with and distant, respectively, 20.0

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feet and 50.0 feet Westerly, as measured at right angles from said Main Track centerline, **ALSO, EXCEPTING THEREFROM,** the Southwesterly 25.0 feet and the Northeasterly 25.0 feet of said 100.0 foot wide Branch Line right of way, lying between lines drawn parallel and concentric with and distant, respectively, 25.0 feet and 50.0 feet from and on each side of said Main Track centerline, lying within the following described tract of land:

Commencing at the East quarter corner of said Section 7; thence South $00^{\circ} 10'$ East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North $79^{\circ} 51'$ West 490.0 feet; thence North $68^{\circ} 30'$ West 177.4 feet; thence North $54^{\circ} 45'$ West 298.6 feet; thence North $52^{\circ} 23'$ West 208.4 feet to a post set on the shore of Lake Sammamish; thence North $43^{\circ} 33'$ West 187.68 feet; thence North $48^{\circ} 00'$ East 40.60 feet to a point on the Southwesterly line of the hereinabove described 100.0 foot wide Branch Line right of way and the True Point of Beginning; thence continuing North $48^{\circ} 00'$ East 102.10 feet to a point on the Northeasterly line of the hereinabove described 100.0 foot wide Branch Line right of way; thence Northwesterly along said Northeasterly right of way line on a curve concave to the Northeast having a radius of 744.27 feet, central angle of $02^{\circ} 45' 57''$ a distance of 35.93 feet; thence North $26^{\circ} 48' 39''$ West, tangent to said curve, 100.07 feet; thence South $48^{\circ} 00'$ West 103.62 feet to said Southwesterly right of way line; thence South $26^{\circ} 48' 39''$ East along said Southwesterly right of way line 72.92 feet to a point of curve; thence Southeasterly along a tangential curve concave to the Northeast having a radius of 844.27 feet a distance of 62.72 feet to the True Point of Beginning.

"Line A" Description

Commencing at the East quarter corner of said Section 7; thence South $00^{\circ} 10'$ East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North $79^{\circ} 51'$ West 490.0 feet; thence North $68^{\circ} 30'$ West 177.4 feet; thence North $54^{\circ} 45'$ West 147.7 feet to the True Point of Beginning; thence North $10^{\circ} 35'$ East to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

ALSO,

All of said Railway Company's Branch Line right of way, varying in width on each side of said Main Track centerline upon, over and across said Government Lot 2 of Section 7, Township 24 North, Range 6 East, described as follows:

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Beginning at the intersection with a line drawn concentric with and distant 50.0 feet Northeasterly, as measured radially from said Main Track centerline with the hereinabove described "Line A"; thence Southeasterly along the last described concentric line 72 feet, more or less, to the intersection with a line drawn parallel with and distant 70.0 feet Easterly, as measured at right angles from said "Line A"; thence South 10° 35' West along the last described parallel line to a point being 25.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric with and 25.0 feet Northeasterly, as measured radially from said Main Track centerline 145 feet, more or less, to the intersection with the hereinafter described "Line B"; thence North 10° 35' East along said hereinafter described "Line B" to a point being 50.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric with and 50.0 feet Northeasterly, as measured radially from said Main Track centerline 19 feet, more or less, to the intersection with a line drawn parallel with and distant 54.79 feet Westerly, as measured at right angles from the hereinafter described "Line C"; thence South 12° 35' 40" West along the last described parallel line 18 feet, more or less, to a point being 36.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric with and 36.0 feet Northeasterly, as measured radially from said Main Track centerline 52 feet, more or less, to the intersection with the hereinafter described "Line C"; thence North 12° 35' 40" East along said "Line C" to a point being 50.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric and parallel with and 50.0 feet Northeasterly, as measured radially and at right angles from said Main Track centerline 490 feet, more or less, to the East line of said Section 7; thence South 00° 10' East along said East line 68 feet, more or less, to a point being 15.0 feet Southerly, as measured radially from said Main Track centerline; thence Westerly along a line drawn concentric and parallel with and 15.0 feet Southerly, as measured radially and at right angles from said Main Track centerline 221 feet, more or less, to the intersection with the hereinafter described "Line D"; thence South 10° 35' West along the hereinafter described "Line D" to a point being 50.0 feet Southerly, as measured at right angles from said Main Track centerline; thence Westerly along a line drawn parallel and concentric with and distant 50.0 feet Southerly, as measured at right angles and radially from said Main Track centerline 280 feet, more or less, to the intersection with the hereinafter described "Line C"; thence North 12° 35' 40" East along said hereinafter described "Line C" to a point being 18.0 feet Southerly, as measured radially from said Main Track centerline; thence Westerly along a line drawn concentric with said Main Track centerline 54 feet, more or less, to the intersection with a line drawn parallel with and distant 54.79 feet Westerly, as measured at right angles from the hereinafter described "Line C"; thence South 12° 35' 40" West along the last described parallel line to a point being 50.0 feet Southwesterly, as measured radially from said Main Track centerline; thence Westerly along a line drawn concentric with said Main

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Track centerline 18 feet, more or less, to the intersection with the hereinafter described "Line B"; thence North 10° 35' East along the hereinafter described "Line B" to the intersection with a line drawn concentric with and distant 15.0 feet Southwesterly, as measured radially from said Main Track centerline; thence Northwesterly along the last described concentric line 220 feet, more or less, to the intersection with the hereinabove described "Line A"; thence North 10° 35' East along said "Line A" 68 feet, more or less, to the Point of Beginning.

"Line B" Description

Commencing at the East quarter corner of said Section 7; thence South 00° 10' East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North 79° 51' West 490.0 feet; thence North 68° 30' West 97.1 feet to the True Point of Beginning; thence North 10° 35' East to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

"Line C" Description

Commencing at the East quarter corner of said Section 7; thence South 00° 10' East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North 79° 51' West 490.0 feet; thence North 68° 30' West 30.81 feet to the True Point of Beginning; thence North 12° 35' 40" East 189.7 feet to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

"Line D" Description

Commencing at the East quarter corner of said Section 7; thence South 00° 10' East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North 79° 51' West 237.1 feet to the True Point of Beginning; thence North 10° 35' East 100 feet, more or less, to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

ALSO,

All that portion of said Railway Company's 200.0 foot wide Branch line right of way, being 100.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 1 and the SW¹/₄SW¹/₄NW¹/₄ of Section 8, Township 24 North, Range 6 East, bounded on the Northwest by the West lines of said Government Lot 1 and the SW¹/₄SW¹/₄NW¹/₄, and bounded on the Southeast by the East line of said Government Lot 1; also,

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All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 2 of said Section 8, Government Lots 1, 2 and 3 of Section 17, Government Lots 1 and 2 and the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16, the E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the E $\frac{1}{2}$ of Section 21, the E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 28, the W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 27, and the N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34, all in Township 24 North, Range 6 East, bounded on the Northwest by the West line of said Government Lot 2 of Section 8, and bounded on the South by the South line of Mill Street in the City of Issaquah, Washington, said Main Track centerline being 404.1 feet East of the Southwest corner of said Section 27; also,

An additional parcel of land lying contiguous with and Westerly of the hereinabove described 100.0 foot wide Branch Line right of way, situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 27, Township 24 North, Range 6 East, described as follows:

Beginning at the point of intersection of the North line of Mill Street with the East line of Front Street in the Town of Issaquah, Washington, said point being 30.0 feet North and 30.0 feet East of the Southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 27; thence South 87° 40' 12" East along the North line of Mill Street 60 feet, more or less, to a point being 50.0 feet Southeasterly, as measured radially from said Railway Company's Old Mine Track centerline (now removed), as originally located and constructed; thence Northeasterly along a line drawn concentric with said Old Mine Track centerline, along a curve concave to the Northwest having a radius of 624 feet, more or less, a distance of 150 feet, more or less, to the intersection with a line drawn parallel with and distant 150.0 feet North of the South line of said Section 27; thence South 87° 40' 12" East along the last described parallel line 135 feet, more or less, to the Westerly line of the hereinabove described 100.0 foot wide Branch Line right of way; thence North 14° 59' 12" West along said Westerly right of way line 580 feet, more or less, to a point being 50.0 feet Southwesterly, as measured at right angles from said Main Track centerline at a point being 756.4 feet Northwesterly, as measured along said Main Track centerline from the South line of said Section 27; thence Southeasterly, Southerly and Southwesterly along a line drawn concentric with and distant 50.0 feet Westerly, as measured radially from said Old Mine Track centerline, and along the Easterly lines of Lots 6 through 14, inclusive, Schmidt's 1st Addition to Issaquah, Washington, a distance of 525 feet, more or less, to the most Northerly corner of that certain parcel of land described in Quitclaim Deed from Burlington Northern Railroad Company to Nathan and Jean Thomas dated March 2, 1984; thence South 60° 15' 51" East along the Northeasterly line of said Thomas parcel 47.71 feet; thence South 32° 38' 18" West 74.0 feet; thence South 38° 03' 24" West 80 feet, more or less, to the East line of Front Street; thence South along said East line 16 feet, more or less, to the True Point of Beginning.

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EXHIBIT 2



Recording Requested By And
When Recorded Mail To:

King County
Water and Lands Resources Division
Office of Open Space
506 Second Avenue, Suite 708
Seattle, WA 98104

QUITCLAIM DEED

Grantor [Seller]: The Land Conservancy of Seattle and King County, a non-profit corporation.

Grantee [Buyer]: King County, a political subdivision of the State of Washington

Legal Description (abbreviated): Portions of Section 12, T.25N., R.5E.; Sections 7, 18, 19, 20, 29, 31 and 32, T.25N., R.6E.; blocks 1, 2, 3, 4, 5, 6, 9 and 14, Town of Inglewood, Vol. 3, Pg. 169; Sections 6, 7, 8, 16, 17, 21 and 28, T.24N., R.6E.; Tr. 15-19, Mason's Lakeside, Vol. 37, Pg. 55

Additional legal(s) on: Pages 5 through 12

Assessor's Tax Parcel ID#: 202506-9023-05, 122505-9265-03, 292506-9007-06, 072506-9126-08, 212406-9020-08, 082406-9021-04, 272406-9203-01, 172406-9007-01, 182506-9015-09, 062406-9013-06, 322506-9015-01, 162406-9017-00,

Project [Area]: East Lake Sammamish Trail

THE LAND CONSERVANCY OF SEATTLE AND KING COUNTY, a non-profit corporation organized and existing under the laws of the State of Washington, with its principal office at 615 Second Avenue, Suite 525, Seattle, Washington 98104, hereinafter called "Grantor," for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and quitclaims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors or assigns, to **KING COUNTY, WASHINGTON**, a political subdivision of the State of Washington with its principal office at 506 Second Avenue, Seattle, Washington 98104, hereinafter called "Grantee," all its right, title and interest, if any, in the rail line and rail line corridor situate between Milepost 7.30 near Redmond and Milepost 18.2 near Issaquah, King County, State of Washington, together with all after acquired title of Grantor therein, described more particularly in Exhibit "A", consisting of eight pages, attached hereto and made a part hereof.

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EXHIBIT "A"

Quitclaim Deed from The Land Conservancy of Seattle & King County to King County, Washington

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) Snoqualmie Branch Line right of way, varying in width on each side of said Railway Company's Main Track centerline, as now located and constructed between Redmond (Milepost 7.3) to Issaquah (Milepost 18.2), King County, Washington, more particularly described as follows, to-wit:

All that portion of said Railway Company's 100.0 foot wide Branch line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 12, Township 25 North, Range 5 East, Government Lots 3 and 4 of Section 7, and Government Lots 1, 2, 3, and 4 of Section 18, all in Township 25 North, Range 6 East, bounded on the Northwest by the West line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 12, Township 25 North, Range 5 East, and bounded on the South by the South line of said Government Lot 4 of Section 18, Township 25 North, Range 6 East, also,

All that portion of said Railway Company's 50.0 foot wide Branch Line right of way, being 25.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 5 of said Section 18, and Government Lot 1 of Section 19, all in Township 25 North, Range 6 East, bounded on the North by the North line of said Government Lot 5 of Section 18, and bounded on the South by the South line of said Government Lot 1 of Section 19, also,

All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 2 of said Section 19, Government Lots 1, 2, 3, 4 of Section 20 and Government Lots 1 and 2 of Section 29, all in Township 25 North, Range 6 East, bounded on the North by the North line of said Government Lot 2 of Section 19, and bounded on the South by the South line of said Government Lot 2 of Section 29, EXCEPTING THEREFROM, that portion described in Quitclaim Deed from Burlington Northern Railroad Company to Donald and Eleanor Stahl dated April 19, 1994, being the Westerly 25.0 feet of said 100.0 foot wide right of way, lying between two lines drawn concentric with and distant, respectively, 25.0 feet and 50.0 feet Westerly, as measured radially from said Main Track centerline, bounded by two lines drawn parallel with and distant, respectively, 900.0 feet and 1,000.0 feet North, as measured at right angles from the South line of said Government Lot 2 of Section 29; ALSO EXCEPTING THEREFROM, that portion of Government Lot 4 in Section 20, Township 25 North, Range 6 East, described as follows: beginning at the northeast corner of said Government Lot 4, thence North 89°18'33" West, along the north line of said Government Lot 4, a distance of 1200.34 feet to a point of intersection with the west margin of the Northern Pacific Railroad right of way; thence South 26°23'06" east, along

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said west margin, 249.98 feet to the true point of beginning; thence continuing South 26°23'06" East, along said west margin 60 feet; thence North 63° 36' 54" east, 25 feet; thence North 26°23'06" West, 60 feet, to a point which bears North 63°36'54" east from the true point of beginning; thence South 63°36'54" west to the true point of beginning; ALSO EXCEPTING THEREFROM, that portion of Government Lot 4 in Section 20, Township 25 North, Range 6 East, described as follows: beginning at the northeast corner of said Government Lot 4, thence north 89° 18' 33" west, along the north line of said Government Lot 4, a distance of 1200.34 feet to a point of intersection with the west margin of the Northern Pacific Railroad right of way; thence South 26° 23' 06" east, along said west margin, 309.98 feet to the true point of beginning; thence continuing South 26°23'06" East, along said west margin 84.95 feet; thence North 63° 36' 54" east, 25 feet; thence North 26°23'06" West, 84.95 feet, to a point which bears North 63°36'54" east from the true point of beginning; thence South 63°36'54" west to the true point of beginning; also,

All of Lots 1 through 68, inclusive, Block 9, according to the plat of the Town of Inglewood, as recorded in Volume 3 of Plat Books, page 169, records of King County, Washington, lying Westerly of a line drawn parallel with and 50.0 feet Easterly, as measured at right angles from said Main Track centerline, also,

Those portions of Lots 19, 20, 21, 22, 23 and 24, Block 6, according to the plat of the Town of Inglewood, as recorded in Volume 3 of Plat Books, page 169, records of King County, Washington, lying Westerly of a line drawn concentric with and distant 50.0 feet Easterly, as measured radially from said Main Track centerline; also,

Those portions of Lots 1 through 22, inclusive, Block 4, Lots 1 through 22, inclusive, Block 5, and Lots 11 through 22, inclusive, Block 3, all according to the plat of the Town of Inglewood, as recorded in Volume 3 of Plat Books, page 169, records of King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

Those portions of Lots 1, 2 and 8, Block 3, according to said plat of the Town of Inglewood, King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

Those portions of Lots 9, 10, 12, 13, 16, 17, 18, 19, 20, 21 and 22, Block 2, according to said plat of the Town of Inglewood, King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

All of Lots 1 through 41, Block 14, according to said plat of the Town of Inglewood, King County, Washington, EXCEPTING THEREFROM, those portions of said Lots 26 through 41 lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Easterly, as measured at right angles and radially from said Main Track

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centerline, ALSO, EXCEPTING THEREFROM, those portions of said Lots 9, 10 and 11, lying Westerly of a line drawn concentric with and distant 25.0 feet Westerly, as measured radially from said Main Track centerline, ALSO, EXCEPTING THEREFROM, those portions of Lots 18 through 27 lying Westerly of a line drawn concentric with and distant 25.0 feet Westerly, as measured radially from said Main Track centerline, ALSO, EXCEPTING THEREFROM, those portions of Lots 28 and 29 sold to John and Elizabeth Hayden by Quitclaim Deed filed for record as King County Recording No. 9212311137 in and for said County, ALSO, EXCEPTING THEREFROM, those portions of Lots 24 and 25, lying Easterly of a line drawn concentric with and distant 25.0 feet Easterly, as measured radially from said Main Track centerline; also,

Those portions of Lots 0 through 7, inclusive, and Lots 11 through 16, inclusive, Block 1, according to said plat of the Town of Inglewood, King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

That portion, if any, of said Railway Company's Branch Line right of way lying Westerly of Lots 1 through 68, Block 9, Lots 19 through 24, Block 6, and Lots 1 through 41, Block 14; and lying Easterly of Lots 1 through 22, Block 4, Lots 1 through 22, Block 5, Lots 1 through 22, Block 3, Lots 1 through 22, Block 2, and Lots 0 through 20, Block 1, Town of Inglewood, as recorded in Volume 3 of Plats, page 169, records of King County, Washington, bounded on the North and South by the North and South lines of said Town of Inglewood; also

All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lots 1, 2, 3 and 4 of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Government Lot 2 of Section 31, all in Township 25 North, Range 6 East, and Government Lots 1, 2 and 3 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 24 North, Range 6 East, bounded on the North by the North line of said Section 32, Township 25 North, Range 6 East, and bounded on the South by the South line of said Government Lot 3 of Section 6, Township 24 North, Range 6 East, EXCEPTING THEREFROM, that portion sold to Arthur and Sallyann Holmboe by Quitclaim Deed dated August 17, 1994, described as follows:

Commencing at the Northeast corner of said Government Lot 1 of Section 32; thence West along the North line of said Government Lot 1 a distance of 91.75 feet to the Westerly line of said 100.0 foot wide Branch Line right of way; thence South 06°23'29" West along said Westerly line 932.07 feet to the True Point of Beginning; thence continuing South 06°23'29" West along said Westerly line 143.20 feet; thence South 89°17'01" East 25.12 feet to a point being 25.0 feet Westerly, as measured at right angles from said Main Track centerline, thence North 06°23'29" East 143.20 feet; thence North 89°17'01" West 25.12 feet to the True Point of Beginning.

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ALSO EXCEPTING THEREFROM, that portion of Government Lot 1, in Section 32, township 25 North, Range 6 East, W.M., described as follows: beginning at the Northeast corner of that portion of the South 243 feet of said Government Lot 1 lying West of the Northern Pacific Railway right of way, as measured along said west right of way line (per survey recorded under A.F. # 9002228003 in volume 71 of surveys, page 72, records of King County, Washington); thence South 89°17'01" East a distance of 25.12 feet to a point which lies 25.00 feet westerly from the centerline of said Northern Pacific Railway as measured at right angles; thence South 06°23'29" West parallel with the centerline of said Northern Pacific Railway a distance of 142.03 feet to the beginning of a curve tangent to said line; thence continuing southerly, parallel with said Northern Pacific Railway, 106.66 feet along a curve to the right having a radius of 1327.69 feet and a central angle of 04°36'10" the chord of which bears South 08°41'34" west a distance of 108.83 feet to a point on the South line of said Government Lot 1 which lies 25.00 feet westerly from the centerline of said Northern Pacific Railway as measured at right angles; thence North 89°03'58" West along said South line a distance of 25.40 feet to the Southeast corner of said South 243 feet of Government Lot 1 lying West of said Northern Pacific Railway; thence Northerly 109.08 feet along a non-tangent curve to the left having a radius of 1302.69 feet and a central angle of 04°47'52" the chord of which bears North 08°47'25" East a distance of 109.05 feet; thence North 06°23'29" East tangent to said curve a distance of 139.55 feet to the POINT OF BEGINNING.

ALSO, EXCEPTING THEREFROM, that portion of the hereinabove described 100.0 foot wide Branch Line right of way, situated in said Government Lot 3 of Section 6, Township 24 North, Range 6 East, sold to Patrick and Vicki Burns by Quitclaim Deed filed for record September 18, 1996, as King County Recording No. 9701221277 described as follows:

Commencing at an iron stake at the intersection of the centerline of a private road with the shoreline of Lake Sammamish as shown on blueprint filed with deed recorded under King County Recording No. 1748265, said iron stake marking the Northwest corner of a track of land conveyed to W.C. Dahl by deed recorded under King County Recording No. 2808278; thence South 61°02' East to the Northwesterly line of the hereinabove described 100.0 foot wide Branch Line right of way; thence Southwesterly along said Northwesterly line on a curve concave to the Southeast having a radius of 766.78 feet a distance of 51.27 feet to the True Point of Beginning; thence continuing Southwesterly along said Northwesterly line 50.59 feet; thence South 61°02' East 25 feet, more or less, to a point being 25.0 feet Northwesterly, as measured radially from said Main Track centerline; thence Northeasterly along a curve concave to the Southeast having a radius of 741.78 feet and concentric with said Main Track centerline to a point which bears South 61°02' East from the True Point of Beginning; thence North 61°02' West 25 feet, more or less, to the True Point of Beginning.

ALSO EXCEPTING THEREFROM, that portion of Government Lot 1, in Section 6, Township 24 North, Range 6 East, W.M., adjoining the Easterly line of the below-described Parcel "A" and described as follows: Beginning at the Northeasterly corner of the below-described Parcel "A"; Thence S 69°49'12" E along a radial line to a curve in

the railroad right-of-way for a distance of 25.00 feet to a point on a curve with radius of 5,754.65 feet and center point lying Southeasterly at S 69°49'12" E; Thence Southerly and Westerly along said curve, parallel to the Westerly line of said railroad right-of-way and 25.00 feet Southeasterly as measured at right angles to said Westerly line, for an arc length distance of 250.79 feet through a central angle of 2°29'49" to a point of tangency with a line bearing S 17°40'59" W; Thence S 17°40'59" W along said line for a distance of 59.90 feet; Thence N 72°19'01" W for a distance of 25.00 feet to the Southeasterly corner of said Parcel "A"; Thence along the Easterly line of said Parcel "A" through the following courses; Thence N 17°40'59" E for a distance of 59.90 feet to a point of tangency with a curve to the right having a radius of 5,779.65 feet; Thence Northerly and Easterly along said curve for an arc length distance of 251.88 feet through a central angle of 2°29'49" to the Point of Beginning.

Parcel "A" Description

A portion of tracts 15 to 19 in the replat of Mason's Lakeside, according to the plat thereof recorded in Volume 37 of plats on page 55, records of King County, Washington, lying Easterly and Southeasterly of a line described as follows:

Beginning at the Northwest corner of said Tract 19; Running thence Easterly along the North line of said tract for 42.10 feet to the True Point of Beginning; Thence S 16°14'00" W for 152.70 feet; Thence S 51°34'00" W for 108.90 feet to an iron pipe on the shoreline of Lake Sammamish and on the line between Tracts 14 and 15 in said replat.

ALSO,

All that portion of said Railway Company's 200.0 foot wide Branch Line right of way, being 100.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 4 of said Section 6, Township 24 North, Range 6 East, bounded on the North and South by the North and South lines of said Government Lot 4; also,

All that portion of said Railway Company's 50.0 foot wide Branch Line right of way, being 25.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 1 of Section 7, Township 24 North, Range 6 East, bounded on the North and South by the North and South lines of said Government Lot 1; also,

All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 2 of said Section 7, Township 24 North, Range 6 East, bounded on the North by the North line of said Government Lot 2, and bounded on the Southeast by the hereinafter described "Line A", EXCEPTING THEREFROM, the Westerly 30.0 feet of said 100.0 foot wide Branch Line right of way across Tract 6, Lake Sammamish Waterfront Tracts to Monohan, according to the plat thereof, lying between two lines drawn concentric with and distant, respectively, 20.0 feet and 50.0 feet Westerly, as measured radially from said Main Track centerline, ALSO, EXCEPTING

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THEREFROM, the Westerly 30.0 feet of said 100.0 foot wide Branch Line right of way across Tracts 9 and 10, Lake Sammamish Waterfront Tracks to Monohan, according to the plat thereof, lying between two lines drawn parallel with and distant, respectively, 20.0 feet and 50.0 feet Westerly, as measured at right angles from said Main Track centerline, ALSO, EXCEPTING THEREFROM, the Southwesterly 25.0 feet and the Northeasterly 25.0 feet of said 100.0 foot wide Branch Line right of way, lying between lines drawn parallel and concentric with and distant, respectively, 25.0 feet and 50.0 feet from and on each side of said Main Track centerline, lying within the following described tract of land;

Commencing at the East quarter corner of said Section 7; thence South $00^{\circ}10'$ East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North $79^{\circ}51'$ West 490.0 feet; thence North $68^{\circ}30'$ West 177.4 feet; thence North $54^{\circ}45'$ West 298.6 feet; thence North $52^{\circ}23'$ West 208.4 feet to a post set on the shore of Lake Sammamish; thence North $43^{\circ}33'$ West 187.68 feet; thence North $48^{\circ}00'$ East 40.60 feet to a point on the Southwesterly line of the hereinabove described 100.0 foot wide Branch Line right of way and the True Point of Beginning; thence continuing North $48^{\circ}00'$ East 102.10 feet to a point on the Northeasterly line of the hereinabove described 100.0 foot wide Branch Line right of way; thence Northwesterly along said Northeasterly right of way line on a curve concave to the Northeast having a radius of 744.27 feet, central angle of $02^{\circ}45'57''$ a distance of 35.93 feet; thence North $26^{\circ}48'39''$ West, tangent to said curve, 100.07 feet; thence South $48^{\circ}00''$ West 103.62 feet to said Southwesterly right of way line; thence South $26^{\circ}48'39''$ East along said Southwesterly right of way line 72.92 feet to a point of curve; thence Southeasterly along a tangential curve concave to the Northeast having a radius of 844.27 feet a distance of 62.72 feet to the True Point of Beginning.

"Line A" Description

Commencing at the East quarter corner of said Section 7; thence South $00^{\circ}10'$ East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North $79^{\circ}51'$ West 490.0 feet; thence North $68^{\circ}30'$ West 177.4 feet; thence North $54^{\circ}45'$ West 147.7 feet to the True Point of Beginning; thence North $10^{\circ}35'$ East to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

ALSO,

All of said Railway Company's Branch Line right of way, varying in width on each side of said Main Track centerline upon, over and across said Government Lot 2 of Section 7, Township 24 North, Range 6 East, described as follows:

Beginning at the intersection with a line drawn concentric with and distant 50.0 feet Northeasterly, as measured radially from said Main Track centerline with the hereinabove described "Line A"; thence Southeasterly along the last described concentric line 72 feet, more or less, to the intersection with a line drawn parallel with and distant

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70.0 feet Easterly, as measured at right angles from said "Line A"; thence South $10^{\circ}35'$ West along the last described parallel line to a point being 25.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric with and 25.0 feet Northeasterly, as measured radially from said Main Track centerline 145 feet, more or less, to the intersection with the hereinafter described "Line B"; thence North $10^{\circ}35'$ East along said hereinafter described "Line B" to a point being 50.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric with and 50.0 feet Northeasterly, as measured radially from said Main Track centerline 19 feet, more or less, to the intersection with a line drawn parallel with and distant 54.79 feet Westerly, as measured at right angles from the hereinafter described "Line C"; thence South $12^{\circ}35'40''$ West along the last described parallel line 18 feet, more or less, to a point being 36.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric with and 36.0 feet Northeasterly, as measured radially from said Main track centerline 52 feet, more or less, to the intersection with the hereinafter described "Line C"; thence North $12^{\circ}35'40''$ East along said "Line C" to a point being 50.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric and parallel with and 50.0 feet Northeasterly, as measured radially and at right angles from said Main Track centerline 490 feet, more or less, to the East line of said Section 7; thence South $00^{\circ}10'$ East along said East line 68 feet, more or less, to a point being 15.0 feet Southerly, as measured radially from said Main Track centerline; thence Westerly along a line drawn concentric and parallel with and 15.0 feet Southerly, as measured radially and at right angles from said Main Track centerline 221 feet, more or less, to the intersection with the hereinafter described "Line D"; thence South $10^{\circ}35'$ West along the hereinafter described "Line D" to a point being 50.0 feet Southerly, as measured at right angles from said Main Track centerline; thence Westerly along a line drawn parallel and concentric with and distant 50.0 feet Southerly, as measured at right angles and radially from said Main Track centerline 280 feet, more or less, to the intersection with the hereinafter described "Line C"; thence North $12^{\circ}35'40''$ East along said hereinafter described "Line C" to a point being 18.0 feet Southerly, as measured radially from said Main Track centerline; thence Westerly along a line drawn concentric with said Main Track centerline 54 feet, more or less, to the intersection with a line drawn parallel with and distant 54.79 feet Westerly, as measured at right angles from the hereinafter described "Line C"; thence South $12^{\circ}35'40''$ West along the last described parallel line to a point being 50.0 feet Southwesterly, as measured radially from said Main Track centerline; thence Westerly along a line drawn concentric with said Main Track centerline 18 feet, more or less, to the intersection with the hereinafter described "Line B"; thence North $10^{\circ}35'$ East along the hereinafter described "Line B" to the intersection with a line drawn concentric with and distant 15.0 feet Southwesterly, as measured radially from said Main Track centerline; thence Northwesterly along the last described concentric line 220 feet, more or less, to the intersection with the hereinabove described "Line A"; thence North $10^{\circ}35'$ East along said "Line A" 68 feet, more or less, to the Point of Beginning.

"Line B" Description

Commencing at the East quarter corner of said Section 7; thence South 00°10' East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North 79°51' West 490.0 feet; thence North 68°30' West 97.1 feet to the True Point of Beginning; thence North 10°35' East to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

"Line C" Description

Commencing at the East quarter corner of said Section 7; thence South 00°10' East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North 79°51' West 490.0 feet; thence North 68°30' West 30.81 feet to the True Point of Beginning; thence North 12°35'40" East 189.7 feet to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

"Line D" Description

Commencing at the East quarter corner of said Section 7; thence South 00°10' East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North 79°51' West 237.1 feet to the True Point of Beginning; thence North 10°35' East 100 feet, more or less, to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

ALSO,

All that portion of said Railway Company's 200.0 foot wide Branch line right of way, being 100.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 1 and the SW¹/₄SW¹/₄NW¹/₄ of Section 8, Township 24 North, Range 6 East, bounded on the Northwest by the West lines of said Government Lot 1 and the SW¹/₄SW¹/₄NW¹/₄, and bounded on the Southeast by the East line of said Government Lot 1; also,

All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 2 of said Section 8, Government Lots 1, 2 and 3 of Section 17, Government Lots 1 and 2 and the E¹/₂SW¹/₄ of Section 16, the E¹/₂NE¹/₄NW¹/₄ and the E¹/₂ of Section 21, and that portion of the E¹/₂ NE¹/₄ of Section 28 lying Northerly of the Southerly right of way margin of Northwest Gilman Boulevard (State Road No. 2, Renton-Issaquah Road), all in Township 24 North, Range 6 East.

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EXHIBIT 3

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

THOMAS E. HORNISH AND
SUZANNE J. HORNISH JOINT LIVING
TRUST, et al.,

Plaintiffs,

v.

KING COUNTY,

Defendant.

CASE NO. C15-284-MJP

ORDER ON CROSS-MOTIONS FOR
SUMMARY JUDGMENT

The above-entitled Court, having received and reviewed:

1. Defendant King County’s Motion for Summary Judgment (Dkt. No. 46), Plaintiffs’ Response (Dkt. No. 54), and Defendant’s Reply (Dkt. No. 56);
2. Plaintiffs’ Motion for Summary Judgment (Dkt. No. 55), Defendant’s Response (Dkt. No. 61), and Plaintiffs’ Reply (Dkt. No. 62);

all attached exhibits and declarations, and relevant portions of the record, and having heard oral argument, rules as follows:

1 IT IS ORDERED that Plaintiffs' motion for summary judgment is DENIED.

2 IT IS FURTHER ORDERED that Defendant's motion for summary judgment is
3 GRANTED; Plaintiff's claims are ordered DISMISSED with prejudice.

4
5 **Background**

6 At issue in this lawsuit is a strip of land formerly utilized as a railroad corridor in King
7 County, Washington ("the Corridor"). The Corridor was created in the late 1800s by the Seattle,
8 Lake Shore & Eastern Railway Company (the "SLS&E") through a combination of federal land
9 grants, homesteader deeds and adverse possession, resulting in a strip of property comprised of
10 both easements and fees simple. *See Beres v. United States*, 104 Fed. Cl. 408, 412 (2012).

11 The Hornish property is adjacent to land acquired by SLS&E through a quit claim deed in
12 1887 ("the Hilchkanum Deed"). (Decl. of Nunnenkamp, Ex. E.) When Hilchkanum sold the
13 remainder of his property, he excluded the Corridor from the property description. (*Id.*, Ex. F.)
14 There are no original deeds for the portions of the Corridor adjacent to the remaining Plaintiffs.
15 The property surrounding the Corridor in these areas was owned by the Northern Pacific
16 Railroad by means of an 1864 land grant. (*Id.*, Ex. G.) In 1889, Northern Pacific conveyed the
17 land surrounding the Corridor to Mr. Middleton (without mentioning the Corridor; *id.* at Ex. H);
18 Defendant claims that tax assessment rolls from 1895, however, exclude the 100 foot Corridor
19 from Middleton's property. In the 1909 Pierce County probate action following Middleton's
20 death, the Corridor was expressly excluded. (Decl. of Hackett, Ex. C. at 4, 8.)

21 SLS&E eventually became part of Burlington Northern & Santa Fe ("BNSF"). In 1997,
22 BNSF conveyed its interest in the Corridor to The Land Conservancy ("TLC") via quit claim
23 deed. (Decl. of Nunnenkamp, Ex. I.) Later that year, TLC petitioned the Surface Transportation
24 Board ("STB") to abandon the use of the Corridor for rail service and King County declared its

1 intention to assume financial responsibility for the area as an “interim trail sponsor,” a process
2 created by the Trails Act known as “railbanking.” *See* 16 U.S.C. § 1247(d).

3 On September 16, 1998, STB issued a Notice of Interim Trail Use (“NITU”). The Land
4 Conservancy of Seattle and King County – Abandonment Exemption – in King County, WA,
5 No. AB-6 (SUB 380X), 1998 WL 638432, at *1 (Sept. 16, 1998). As part of TLC’s arrangement
6 with the County to take over as trail sponsor, the County was granted all TLC’s ownership
7 interest in the Corridor, which was memorialized by a Quitclaim Deed recorded in King County.
8 (Decl. of Nunnenkamp, Ex. J.) The County then constructed a soft surface public trail and is in
9 the process of constructing a paved trail the length of the Corridor. (Mtn., at 4.)

10 Discussion

11 Hornish Plaintiffs’ property

12 The County presents federal and state authority supporting its position that it owns a fee
13 interest in this part of the Corridor. In King County v. Rasmussen, 299 F.3d 1077, 1087 (9th Cir.
14 2002), the Ninth Circuit Court of Appeals found that “Hilchkanum intended to convey a fee
15 simple interest in the strip of land described;” the “strip of land” being a 100-foot corridor
16 granted to SLS&E (which interest was later conveyed to the County). Two years later, the state
17 court reached a similar conclusion (citing the reasoning in Rasmussen with approval) in Ray v.
18 King County, 120 Wn.App. 564, 589 (2004).

19 Plaintiffs cite two cases as well. First, Brown v. State, 130 Wn.2d 430 (1996), which laid
20 out a series of factors to be considered when determining whether an easement or fee was
21 intended to be conveyed in a railroad right of way. Second, Kershaw Sunnyside Ranches, Inc. v.
22 Interurban Lines, 156 Wn.2d 253 (2006) which held that “whether by quitclaim or warranty
23 deed, language establishing that a conveyance is for right of way or railroad purposes
24 presumptively conveys an easement...” Id. at 269.

1 The Court remains unpersuaded that Plaintiffs' authority stands for the proposition they
2 assert (that the Hilchkanum Deed conveyed an easement). First of all, the Washington Supreme
3 Court in Kershaw qualified their holding as follows: "[W]hen the granting document uses the
4 term 'right of way' as a limitation or to define the purpose of the grant, it operates to 'clearly and
5 expressly limit[] or qualify[y] the interest conveyed.'" Id. at 265 (citation omitted). The
6 Hilchkanum Deed does not use the phrase "right of way" to describe or limit the purpose of the
7 grant, an impression which is bolstered by the habendum language in the conveyance indicating
8 that SLS&E is "[t]o have and to hold the said premises with the appurtenances unto the said
9 party of the second part and its successors and assigns forever." (Decl. of Nunnenkamp, Ex. E at
10 2.) There are no conditions of use imposed on the grant. Had the Hilchkanums intended to limit
11 the purpose of the grant, presumably they would not have assigned it unconditionally and forever
12 to their grantee.

13 Second of all, even if the Court were to follow Kershaw to the point of entertaining the
14 presumption that an easement was conveyed, the courts in Rasmussen and Ray went through the
15 same analysis of the Brown factors that the Washington Supreme Court did in Kershaw and
16 concluded that the grant intended to convey an interest in fee simple; i.e., the presumption was
17 successfully rebutted. Plaintiffs have given us no reason to overturn that ruling. Indeed, neither
18 Rasmussen nor Ray were overturned in the wake of Kershaw, and Rasmussen remains
19 controlling precedent for this district.

20 Mention must be made (as both sides do) of Beres v. United States, 104 Fed. Cl. 408
21 (Fed.Cl. 2012), in which the Federal Claims Court examined the Hilchkanum Deed in the light of
22 Kershaw and came to the exact opposite conclusion as the Ninth Circuit in Rasmussen; i.e., that
23 the Deed conveyed an easement, not a fee interest. Id. at 430-31. The Federal Claims Court
24

1 conducted an exhaustive analysis of the Deed and the case law concerning the proper
2 interpretation of such conveyances. In the final analysis, the most that can be said is that
3 reasonable jurists disagreed: the Ninth Circuit arrived at one conclusion and the Federal Claims
4 Court arrived at another. This Court is bound by Ninth Circuit ruling, and on that basis finds that
5 the County owns the portion of the Corridor abutting the Hornish Plaintiffs' property in fee
6 simple. The County's summary judgment motion in that regard is GRANTED.

7
8 The remaining Plaintiffs

9 *Nature of the railroad easements and the Trails Act*

10 The County seeks the authority to exercise all the rights in the Corridor that the railroads
11 had. Plaintiffs interpose two interrelated arguments that they should not be allowed to do so.

12 Plaintiffs' first argument is that the Trails Act preserves the right of the railroad to
13 reactivate its easement *for future purposes only*; another way Plaintiffs phrase this is by arguing
14 that railbanking is not a "current railroad purpose" and that railbanking extinguishes the railroad
15 easement. This is relevant to the County's argument that it has the power to exercise all the
16 rights the railroad had under its railroad easement.

17 The weight of authority favors Defendant's position that railbanking does not extinguish,
18 suspend or otherwise operate as an abandonment of the railroad easement. The Supreme Court
19 has held that "interim use of a railroad right-of-way for trail use, when the route itself maintains
20 intact for future railroad purposes, shall not constitute an abandonment of such rights-of-way for
21 railroad purposes." Presault v. Interstate Commerce Commission, 494 U.S. 1, 8-9 (1990)
22 (quoting H.R. Rep. No. 98-28 at 8-9 (1983)).

23 Nor does the language of the Trails Act lend itself to Plaintiffs' interpretation.
24

1 [I]n furtherance of the national policy to preserve established railroad rights-of-way for
 2 future reactivation of rail service... in the case of interim use of any established railroad
 3 rights-of-way pursuant to donation, transfer, lease, sale, or otherwise in a manner
 4 consistent with this chapter... *such interim use shall not be treated, for the purposes of
 any law or rule of law, as an abandonment of the use of such rights-of-way for railroad
 purposes.*

5 16 U.S.C. § 1247(d)(emphasis supplied). As U.S. District Judge Coughenour of this district has
 6 pointed out in a similar case, (1) “preserve” means “[t]o keep in its original or existing state: ...
 7 to maintain or keep alive” (Oxford English Dictionary, 3d ed.) and (2) the statute says
 8 “preserve... *for* future reactivation,” not “preserve *upon* future reactivation.” Kaseburg v. Port
 9 of Seattle, 2015 WL 4508790 at *3-4 (W.D. Wash. July 24, 2015).

10 For their second argument on this point, Plaintiffs cite to a 1986 Washington case which
 11 held that the change in use (from rails to trails) of a railroad right-of-way constituted
 12 abandonment of the railroad easement. Lawson v. State of Washington, 107 Wn.2d 444, 452
 13 (1986). But Lawson is not a case involving the federal Trails Act and thus that court was not
 14 guided (or constrained) by the language in the Trails Act indicating exactly the opposite.
 15 Plaintiffs also quote the language of the Federal Circuit court in a later Presault case (Presault v.
 16 United States, 100 F.3d 1525, 1554 (1996); “Presault II”) that railbanking is not a “current
 17 railroad purpose” and in fact constitutes abandonment of such purpose. What Plaintiffs fail to
 18 point out is that the language is from a concurring opinion and has no precedential power.
 19

20 The County takes its “no abandonment, no extinguishment” argument one step further
 21 and maintains that, by virtue of its quitclaim deeds from BNSF, it acquired all of BNSF’s
 22 property interests in the Corridor. Decl. of Nunnenkamp, Ex’s I and J. Judge Coughenour’s
 23 Kaseburg order sides with the County on this issue, finding that “the Trails Act preserves
 24 railroad easements and [] a trail sponsor may own and exercise the rights inherent to the railroad

1 | easement.” 2015 WL 4508790 at *4. The Kaseburg court found support for this holding in State
2 | v. Presault (63 Vt. 38, 42 (1994)) (“The fact that the defendants’ excavation activities do not
3 | present a threat to the bicycle and pedestrian path is irrelevant because these activities impinge
4 | on the original railroad easement.”) and a Federal Claims case which held that “a trail sponsor
5 | must have the same control over the entire right-of-way corridor that would be held by a
6 | railroad...” Illig v. United States, 56 Fed.Cl. 619, 631 (2003).

7 | Secondarily, the County cites the “incidental use” doctrine, which “states that a railroad
8 | may use its easement to conduct not only railroad-related activities, but also any other incidental
9 | activities that are not inconsistent and do not interfere with the operation of the railroad.”
10 | Kershaw Sunnyside Ranches, Inc. v. Yakima Interurban Lines Assoc., 121 Wn.App. 714, 731
11 | (2004), *reversed on other grounds*, 156 Wn.2d 253, 274 (2006)(citation omitted). Railroads are
12 | public highways under Washington law and, “[i]n Washington, the owners of public highway
13 | easements retain exclusive control over uses incidental to their easements.” Kaseburg, 2015 WL
14 | 6449305 at *8 (W.D. Wash., Oct. 23, 2015)(citation omitted).

15 | As part of its claimed right to “incidental uses,” the County seeks confirmation of its
16 | subsurface and aerial rights pursuant to its interest in the Corridor. It claims these as co-
17 | extensive with the “railroad easement” rights it asserts were acquired in the quitclaim deed from
18 | TLC. There is evidence in Kaseburg that “BNSF regraded parts of the corridor, built trestles
19 | over water, dug culverts, and built signaling equipment overhead ([C14-0784JCC] Dkt. No. 126
20 | at 2-5.)” Id. at *7. The Court takes judicial notice of those “incidental uses” exercised under the
21 | railroad’s easement powers prior to conveying the Corridor, and adopts the finding in Kaseburg:
22 |
23 |
24 |

1 Because the scope of trail easements under the Trails Act is coextensive with railroad
2 easements, Illig, 58 Fed.Cl. At (*sic*) 63, the Court now holds that the Corridor Easements
3 provide exclusive subsurface, surface, and aerial rights in the corridor for railroad and
4 trail purposes.”

5 Id.

6 It is the finding of this Court that the railroad easement survives, that the County’s rights
7 are coextensive with the railroad’s and that it “is entitled to the exclusive use and possession of
8 the area on, above, and below the surface of the Corridor for railroad purposes and incidental
9 uses permitted by Washington law, including use as a recreational trail.” (Mtn., at 1.)

10 The Court finds further support for this ruling in the language of the Trails Act itself:
11 “[I]n furtherance of the national policy to preserve established railroad rights-of-way for future
12 reactivation of rail service...” (16 U.S.C. § 1247(d).) The County would be unable to “preserve
13 establish railroad rights-of-way for future reactivation of rail service” if it could not employ and
14 protect the full range of rights which the railroad possessed in the Corridor (and which it may yet
15 possess again). Summary judgment will be granted in favor of the County on this issue.

16 Width of the Corridor

17 Preliminarily, the Court disposes of the undisputed matters concerning this particular issue:

- 18 1. Although the County seeks a declaration that the Corridor is 100 feet wide, it
19 acknowledges that BNSF entered into “prior property transactions” (specifically, with the
20 Morels, Menezes and Vanderwendes Plaintiffs) which decrease the size of the Corridor in
21 certain parcels (50 feet adjacent to the Morels, 75 feet adjacent to the Menezes and
22 Vanderwendes; *see* Decl. of Nunnenkamp, ¶¶ 21, 23-24).

1 2. There are no original deeds delineating the nature of the property interest originally
 2 acquired by SLS&E/BNSF and conveyed to TLC and the County. This means that the
 3 property rights which the County seeks to establish must be analyzed as those emerging
 4 from an easement by prescription (as opposed to an easement arising from claim of title).

5
 6 There is a marked distinction between the extent of an easement acquired under a
 7 claim of right and the scope of one acquired under color of title. When one seeks
 8 to acquire an easement by prescription under a claim of right, user and possession
 9 govern the extent of the easement acquired. It is established only to the extent
 10 necessary to accomplish the purpose for which the easement is claimed.
 11 Northwest Cities Gas Co. v. Western Fuel Co., 17 Wn.2d 482, 135 P.2d 867
 12 (1943).

13
 14 On the other hand, however, where one's occupancy or adverse use is under color
 15 of title that is a matter of public record, possession or user of a portion is regarded
 16 as coextensive with the entire tract described in the instrument under which
 17 possession is claimed. Omaha & Republican Valley R. v. Rickards, 38 Neb. 847,
 18 57 N.W. 739 (1894).

19 Yakima Valley Canal Co. v. Walker, 76 Wn.2d 90, 94 (1969)

20
 21 In keeping with the finding that the County possesses an interest and property rights
 22 coextensive with the railroad easement, Defendant's rights pursuant to a prescriptive easement
 23 would be those necessary for the operation of a railroad, and the boundaries of the Corridor
 24 would be the amount of property (up to 100 feet) required to accomplish that. The County
 presents ample evidence that railroad operations require boundaries that extend further than
 simply the width of the railroad tracks (Def Mtn at 20-22), including declarations from railroad
 personnel that a 100 foot wide corridor is required

- As a "safety buffer to ensure minimum setbacks between freight trains and residential development, to prevent nearby construction and development activities that could undermine the stability of the steep slopes above and below the tracks, and to provide

1 access for maintenance activities, such as tie replacement, that require significant
2 clearance on one or both sides of the track.” (Decl. of Nuorala, ¶ 8, Decl. of Hackett, Ex.
3 J.)

- 4 • To provide space between each of the rails, side clearance, drainage of the slope, a
5 drainage ditch, and access for maintenance and emergencies (such as derailments).
6 (Decl. of Sullivan, ¶¶ 4-5, 8-9.)

7
8 The only Plaintiffs who bring forward any evidence that the 100 foot Corridor does not
9 represent the extent necessary for railroad operations are the Morels, who present proof that at
10 one point the house which originally stood on their property (from 1920-2000) was within the
11 right of way now claimed by the County, as well as walkways and trees planted well within the
12 Corridor. (Decl. of Morel, Ex. B.)

13 The Morel evidence does not suffice to create a disputed issue of material fact. First, the
14 “extent of the right is fixed and determined by the user in which it originated” (NW Cities Gas
15 Co. v. Western Fuel Co., 17 Wn.2d 482 486 (1943)(citation omitted)), in this case by the SLS&E
16 in the 1890s. The Morels do not hold themselves out to be experts in railroad operations, do not
17 rebut what Defendant’s railroad experts say about the extent necessary for operations and do not
18 create a disputed issue of material fact. Furthermore, the County has conceded that the Corridor
19 narrows to 50 feet abutting the Morels’ property line (a transaction in which the quitclaim deed
20 acknowledged that the Morels were purchasing “a portion of BNSF’s 100.0 foot wide
21 Snoqualmie Line right of way;” Quitclaim Deed, Decl. of Nunnenkamp, Ex. O) and the Morels’
22 current house is outside that 50 foot strip.

1 None of the other Plaintiffs provide similar evidence of encroachments upon the
 2 Corridor, but even had they done so the above analysis would apply. Plaintiffs' inability to
 3 provide any expert testimony rebutting Defendant's evidence of the necessity of a 100 foot wide
 4 corridor for railroad operations entitles the County to summary judgment on this issue.

5 RCW 7.28.070

6
 7 BNSF executed a quitclaim deed to TLC in 1997 that included a complete description of
 8 the 100 foot-wide Corridor (with the exceptions noted above). (Decl. of Nunnenkamp, Ex. I.)
 9 The following year, TLC conveyed that same property (with the identical legal description) to
 10 King County. (Id., Ex. J.) Both deeds were recorded. Since assuming title to the property, the
 11 County has paid all fees and taxes on the Corridor, including fees for surface water management,
 12 noxious weed control, and conservation futures. Decl. of Sweany, ¶ 3.¹

13 RCW 7.28.070 provides:

14 Every person in actual, open and notorious possession of lands or tenements under claim
 15 and color or title, made in good faith, and who shall for seven successive years continue
 16 in possession, and shall also during said time pay all taxes legally assessed on such lands
 17 or tenements, shall be held and adjudged to be the legal owner of said lands or tenements,
 18 to the extent and according to the purport of his or her paper title.

19 In addition to holding the Corridor "under claim or color of title" since the 1998 quitclaim deed
 20 and paying taxes on the property since that time, the County has been in "open and notorious"
 21 possession of the Corridor by recording the deed, appearing as trail sponsor in public

22 ¹ The Morels claim to have paid taxes on the Corridor. (*See* Pltf Response, Ex. B., Dkt. No. 54-2 at 4-5,
 23 10.) Their claims about their 1971 taxes (which actually appear to include portions of the Corridor) are irrelevant as
 24 they predate the County's acquisition of the property in 1998. Their assertions regarding their "Current Property
 Taxes" (p. 10) appear to indicate that, although they did not pay taxes based on a property line that includes the
 Corridor, their property's assessed value was based in part on improvements which encroach upon the Corridor.
 This is not the same thing as paying taxes on the Corridor and does not refute the County's claim to have done so
 since the 1998 conveyance.

1 | proceedings before the STB, removing the old railroad tracks, installing a soft-surface trail and
2 | requiring adjacent landowners to apply for permits for crossings or other encroachments on the
3 | Corridor. (Decl. of Nunnenkamp, ¶¶ 2-11, 18.)

4 | The Washington Supreme Court has held that color of title exists when a deed
5 | “sufficiently describes the property in question and purports to convey it to the [movants].”
6 | Scramlin v. Warner, 69 Wn.2d 6, 8 (1966). By recording the deed, the titleholder “dispenses
7 | with the need for other proof of a hostile or adverse claim... color of title itself establishes those
8 | elements.” Fies v. Storey, 21 Wn.App. 413, 422 (1978). Finally,

9 | [W]here one’s occupancy or adverse use[] is under color of title that is a matter of public
10 | record possession or use[] of a portion is regarded as coextensive with the entire tract
11 | described win the instrument under which possession is claimed.

12 | Yakima Valley Canal Co. v. Walker, 76 Wn.2d 90, 94 (1969).

13 | Plaintiffs make no substantive response to this argument, interposing instead an argument
14 | that they had “inadequate notice” (under FRCP 8(a)) that Defendant intended to assert claims
15 | that the Corridor was 100 feet wide or that the County claimed title by virtue of adverse
16 | possession. It is not a persuasive argument. Defendant’s counterclaims included allegations that
17 | “Plaintiffs... have interfered with King County’s property rights in the ELSRC by erecting and
18 | maintaining various unauthorized improvements that impede King County’s access to its
19 | property, its exclusive control, and prevent public enjoyment” (Answer, Dkt. No. 32,
20 | Counterclaim ¶ 3) and that “[u]nder RCW 7.28, title to any disputed portions of the corridor
21 | should be quieted in King County.” (Id. at ¶ 4.) The Court finds it difficult to believe that, in a
22 | dispute about property lines, a party was not on notice that the actual size of the property was
23 | going to be an issue.

1 Plaintiffs also claim that “King County’s request for summary judgment on the width
2 issue... attempts to circumvent this Court’s prior order remanding the issue to the Washington
3 State court.” (Pltf Response at 12.) Again, this fails to persuade. First, this Court did not
4 remand “the width issue” to the Washington State court, but remanded the Neighbors v. King
5 County case (C15-1358MJP) on Plaintiffs’ motion. At no time have Plaintiffs moved to have
6 this case stayed or remanded on the basis of that decision and they will not be allowed to cherry-
7 pick an issue while proceeding forward with the remainder of this case. Either this case (and all
8 its issues) is properly before this court or it is not. Additionally, the Hornish Plaintiffs are not a
9 party to the Neighbors case, so their claims can only be adjudicated in this proceeding.

10 Standing under the centerline presumption doctrine

11 This is the resumption of an argument the Court addressed in June 2015. (Dkt. No. 19,
12 Order re: Motion to Dismiss for Lack of Standing.) Roeder County v. Burlington Northern, 105
13 Wn.2d 567 (1986) is the Washington case which established the “centerline presumption”
14 doctrine:

15
16 Generally then, the conveyance of land which is bounded by a railroad right of way will
17 give the grantee title to the center line of the right of way if the grantor owns so far,
18 unless the grantor has expressly reserved the fee to the right of way, or the grantor’s
19 intention to not convey the fee is clear.

20 Id. at 576. However, the Washington Supreme Court set two restrictions on the presumption.

21 The first restriction states:

22 When, however, a deed refers to the right of way as a boundary but also gives a metes
23 and bounds description of the abutting property, the presumption of abutting landowners
24 taking to the center of the right of way is rebutted. A metes and bounds description in a
deed to property that abuts a right of way is evidence of the grantor’s intent to withhold
any interest in the abutting right of way, and such a description rebuts the presumption
that the grantee takes title to the center of the right of way.

1 Id. at 577. The Court’s previous ruling (that Plaintiffs’ deeds contained metes and bounds
2 descriptions that used the railroad right of way as a boundary) is the law of the case.

3 The second restriction concerns chain of title:

4 The presumption that the grantor intended to convey title to the center of the right of way
5 is inapplicable where the adjoining landowner presents no evidence of having received
6 his or her property from the owner of the right of way. A property owner receives no
interest in a railroad right of way simply through ownership of abutting land.

7 Id. at 578. Plaintiffs also claim they have established chain of title back to the original grantor.

8 First, their failure to establish the first prong of the centerline presumption test renders their
9 proof in this regard moot. Second, they do not succeed in establishing the chain of title --

10 Defendant presents evidence that in the probate of the original grantor (Middleton), the Corridor
11 was specifically excluded. (Decl. of Hackett, Ex. C at 4, 8.) It is, at the very least, a disputed
12 issue of material fact but (as mentioned) the Court is not convinced that proof one way or the
13 other would be determinative of the issue.

14 In rebuttal, Plaintiffs file a declaration from an “expert witness,” a civil engineer with
15 purported expertise in “identifying source deeds that Railroads used in acquiring specific
16 property and determining what rights were conveyed to the Railroad.” (Decl. of Rall, Dkt. No.
17 54-4, ¶ 1.) The expert makes no mention of having examined the Middleton probate document
18 which excludes the Corridor. More critically, Plaintiffs offer no authority supporting their right
19 to offer expert testimony on the legal interpretation of a deed. On the contrary, “expert
20 testimony [regarding] the interpretation of a contract [is] an ultimate question of law upon which
21 the opinion of an expert may not be given.” PMI Mortgage Ins. Co. v. Amer. Int’l Specialty
22 Line Ins. Co., 291 Fed.Appx. 40, 41 (9th Cir. 2008). The Court has not considered the expert’s
23 opinion in reaching its conclusion on this issue.

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The above rulings necessarily operate to DENY Plaintiffs’ motion for summary judgment.

From the Court’s reading of Plaintiffs’ amended complaint, this ruling resolves the issues raised by their litigation. If there are issues remaining to be decided, the parties are invited to bring them to the Court’s attention. If not, Defendant is directed to submit a judgment reflecting the outcome of these dispositive motions and terminating the lawsuit.

The clerk is ordered to provide copies of this order to all counsel.

Dated this 20th day of April, 2016.


Marsha J. Pechman
United States District Judge

EXHIBIT 4

THE HONORABLE MARSHA J. PECHMAN

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

THOMAS E. HORNISH AND SUZANNE J.
HORNISH JOINT LIVING TRUST, TRACY
AND BARBARA NEIGHBORS, ARUL
MENEZES AND LUCRETIA
VANDERWENDE, LAKE SAMMAMISH 4257
LLC, HERBERT MOORE AND ELYNNE
MOORE, AND EUGENE MOREL AND
ELIZABETH MOREL,

Plaintiffs,

v.

KING COUNTY, a home rule charter county,

Defendant.

No. 2:15-cv-00284-MJP

**JUDGMENT QUIETING TITLE TO
KING COUNTY**

This action came to consideration before the Court. The issues have been considered and a decision has been rendered.

The Court granted summary judgment to Defendant King County in accordance with the April 20, 2016 Order on the Parties' Cross-Motions for Summary Judgment. The Plaintiffs' August 14, 2015 Amended Complaint is DISMISSED in its entirety, with prejudice. King County's counterclaims for a declaratory judgment and quiet title are GRANTED.

1 It is hereby ORDERED:

2 1. King County is granted a decree quieting title free and clear from all claims by the
3 Plaintiffs and/or their successors in interest to any portions of the land conveyed by the September
4 18, 1998 quit claim deed from The Land Conservancy to King County (recording No.
5 9809181252), which is attached as **Exhibit A** to this judgment. The Plaintiffs, King County, and
6 their successors in interest shall recognize in perpetuity the boundary lines described in Exhibit A.

7 2. Title is quieted confirming that King County owns a fee interest in the portions of
8 the property described in Exhibit A that are derived from the May 9, 1887 deed from Bill and Mary
9 Hilchkanum to the Seattle, Lake Shore and Eastern Railway, which is attached as **Exhibit B** to this
10 judgment. Consistent with the boundaries of the property conveyed by the Hilchkanum Deed, King
11 County owns a fee interest in all portions of Government Lots 1, 2, and 3 of Section 6,
12 Township 24 N, Range 6 E that are described in Exhibit A.

13 3. Title is quieted confirming that King County owns a prescriptive easement in the
14 portions of the property described in Exhibit A that are derived from the August 26, 1889 deed from
15 the Northern Pacific Railway Company to Samuel Middleton (recording No. 44096), which is
16 attached as **Exhibit C** to this judgment. Consistent with the boundaries of the property conveyed
17 by the Middleton Deed, King County owns an easement interest in all portions of Government Lot
18 2 of Section 7, Township 24 N, Range 6 E and Government Lots 1 and 3 of Section 17, Township
19 24 N, Range 6 E that are described in Exhibit A. King County is entitled to exercise its easement
20 rights in any manner consistent with the April 20, 2016 Order.

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This order constitutes a final judgment resolving all remaining issues in this case.
DATED this 13th day of May, 2016.


Marsha J. Pechman
United States District Judge

Presented by:

DANIEL T. SATTERBERG
King County Prosecuting Attorney

By: s/ David J. Hackett
DAVID HACKETT, WSBA #21236
Senior Deputy Prosecuting Attorney

By: s/ H. Kevin Wright
H. KEVIN WRIGHT, WSBA #19121
Senior Deputy Prosecuting Attorney

By: s/ Peter G. Ramels
PETER G. RAMELS, WSBA #21120
Senior Deputy Prosecuting Attorney

By: s/ Barbara Flemming
BARBARA A. FLEMMING, WSBA #20485
Senior Deputy Prosecuting Attorney

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By: s/Emily J. Harris

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Attorneys for Defendant King County

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Exhibit A



Recording Requested By And
When Recorded Mail To:

King County
Water and Lands Resources Division
Office of Open Space
506 Second Avenue, Suite 708
Seattle, WA 98104

QUITCLAIM DEED

Grantor [Seller]: The Land Conservancy of Seattle and King County, a non-profit corporation.

Grantee [Buyer]: King County, a political subdivision of the State of Washington

Legal Description (abbreviated): Portions of Section 12, T.25N., R.5E.; Sections 7, 18, 19, 20, 29, 31 and 32, T.25N., R.6E.; blocks 1, 2, 3, 4, 5, 6, 9 and 14, Town of Inglewood, Vol. 3, Pg. 169; Sections 6, 7, 8, 16, 17, 21 and 28, T.24N., R.6E.; Tr. 15-19, Mason's Lakeside, Vol. 37, Pg. 55

Additional legal(s) on: Pages 5 through 12

Assessor's Tax Parcel ID#: 202506-9023-05, 122505-9265-03, 292506-9007-06, 072506-9126-08, 212406-9020-08, 082406-9021-04, 272406-9203-01, 172406-9007-01, 182506-9015-09, 062406-9013-06, 322506-9015-01, 162406-9017-00,

Project [Area]: East Lake Sammamish Trail

THE LAND CONSERVANCY OF SEATTLE AND KING COUNTY, a non-profit corporation organized and existing under the laws of the State of Washington, with its principal office at 615 Second Avenue, Suite 525, Seattle, Washington 98104, hereinafter called "Grantor," for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and quitclaims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors or assigns, to **KING COUNTY, WASHINGTON**, a political subdivision of the State of Washington with its principal office at 506 Second Avenue, Seattle, Washington 98104, hereinafter called "Grantee," all its right, title and interest, if any, in the rail line and rail line corridor situate between Milepost 7.30 near Redmond and Milepost 18.2 near Issaquah, King County, State of Washington, together with all after acquired title of Grantor therein, described more particularly in Exhibit "A", consisting of eight pages, attached hereto and made a part hereof.

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EXHIBIT "A"

Quitclaim Deed from The Land Conservancy of Seattle & King County to King County, Washington

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) Snoqualmie Branch Line right of way, varying in width on each side of said Railway Company's Main Track centerline, as now located and constructed between Redmond (Milepost 7.3) to Issaquah (Milepost 18.2), King County, Washington, more particularly described as follows, to-wit:

All that portion of said Railway Company's 100.0 foot wide Branch line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 12, Township 25 North, Range 5 East, Government Lots 3 and 4 of Section 7, and Government Lots 1, 2, 3, and 4 of Section 18, all in Township 25 North, Range 6 East, bounded on the Northwest by the West line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 12, Township 25 North, Range 5 East, and bounded on the South by the South line of said Government Lot 4 of Section 18, Township 25 North, Range 6 East, also,

All that portion of said Railway Company's 50.0 foot wide Branch Line right of way, being 25.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 5 of said Section 18, and Government Lot 1 of Section 19, all in Township 25 North, Range 6 East, bounded on the North by the North line of said Government Lot 5 of Section 18, and bounded on the South by the South line of said Government Lot 1 of Section 19, also,

All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 2 of said Section 19, Government Lots 1, 2, 3, 4 of Section 20 and Government Lots 1 and 2 of Section 29, all in Township 25 North, Range 6 East, bounded on the North by the North line of said Government Lot 2 of Section 19, and bounded on the South by the South line of said Government Lot 2 of Section 29, EXCEPTING THEREFROM, that portion described in Quitclaim Deed from Burlington Northern Railroad Company to Donald and Eleanor Stahl dated April 19, 1994, being the Westerly 25.0 feet of said 100.0 foot wide right of way, lying between two lines drawn concentric with and distant, respectively, 25.0 feet and 50.0 feet Westerly, as measured radially from said Main Track centerline, bounded by two lines drawn parallel with and distant, respectively, 900.0 feet and 1,000.0 feet North, as measured at right angles from the South line of said Government Lot 2 of Section 29; ALSO EXCEPTING THEREFROM, that portion of Government Lot 4 in Section 20, Township 25 North, Range 6 East, described as follows: beginning at the northeast corner of said Government Lot 4, thence North 89°18'33" West, along the north line of said Government Lot 4, a distance of 1200.34 feet to a point of intersection with the west margin of the Northern Pacific Railroad right of way; thence South 26°23'06" east, along

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said west margin, 249.98 feet to the true point of beginning; thence continuing South 26°23'06" East, along said west margin 60 feet; thence North 63° 36' 54" east, 25 feet; thence North 26°23'06" West, 60 feet, to a point which bears North 63°36'54" east from the true point of beginning; thence South 63°36'54" west to the true point of beginning; ALSO EXCEPTING THEREFROM, that portion of Government Lot 4 in Section 20, Township 25 North, Range 6 East, described as follows: beginning at the northeast corner of said Government Lot 4, thence north 89° 18' 33" west, along the north line of said Government Lot 4, a distance of 1200.34 feet to a point of intersection with the west margin of the Northern Pacific Railroad right of way; thence South 26° 23' 06" east, along said west margin, 309.98 feet to the true point of beginning; thence continuing South 26°23'06" East, along said west margin 84.95 feet; thence North 63° 36' 54" east, 25 feet; thence North 26°23'06" West, 84.95 feet, to a point which bears North 63°36'54" east from the true point of beginning; thence South 63°36'54" west to the true point of beginning; also,

All of Lots 1 through 68, inclusive, Block 9, according to the plat of the Town of Inglewood, as recorded in Volume 3 of Plat Books, page 169, records of King County, Washington, lying Westerly of a line drawn parallel with and 50.0 feet Easterly, as measured at right angles from said Main Track centerline, also,

Those portions of Lots 19, 20, 21, 22, 23 and 24, Block 6, according to the plat of the Town of Inglewood, as recorded in Volume 3 of Plat Books, page 169, records of King County, Washington, lying Westerly of a line drawn concentric with and distant 50.0 feet Easterly, as measured radially from said Main Track centerline; also,

Those portions of Lots 1 through 22, inclusive, Block 4, Lots 1 through 22, inclusive, Block 5, and Lots 11 through 22, inclusive, Block 3, all according to the plat of the Town of Inglewood, as recorded in Volume 3 of Plat Books, page 169, records of King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

Those portions of Lots 1, 2 and 8, Block 3, according to said plat of the Town of Inglewood, King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

Those portions of Lots 9, 10, 12, 13, 16, 17, 18, 19, 20, 21 and 22, Block 2, according to said plat of the Town of Inglewood, King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

All of Lots 1 through 41, Block 14, according to said plat of the Town of Inglewood, King County, Washington, EXCEPTING THEREFROM, those portions of said Lots 26 through 41 lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Easterly, as measured at right angles and radially from said Main Track

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centerline, ALSO, EXCEPTING THEREFROM, those portions of said Lots 9, 10 and 11, lying Westerly of a line drawn concentric with and distant 25.0 feet Westerly, as measured radially from said Main Track centerline, ALSO, EXCEPTING THEREFROM, those portions of Lots 18 through 27 lying Westerly of a line drawn concentric with and distant 25.0 feet Westerly, as measured radially from said Main Track centerline, ALSO, EXCEPTING THEREFROM, those portions of Lots 28 and 29 sold to John and Elizabeth Hayden by Quitclaim Deed filed for record as King County Recording No. 9212311137 in and for said County, ALSO, EXCEPTING THEREFROM, those portions of Lots 24 and 25, lying Easterly of a line drawn concentric with and distant 25.0 feet Easterly, as measured radially from said Main Track centerline; also,

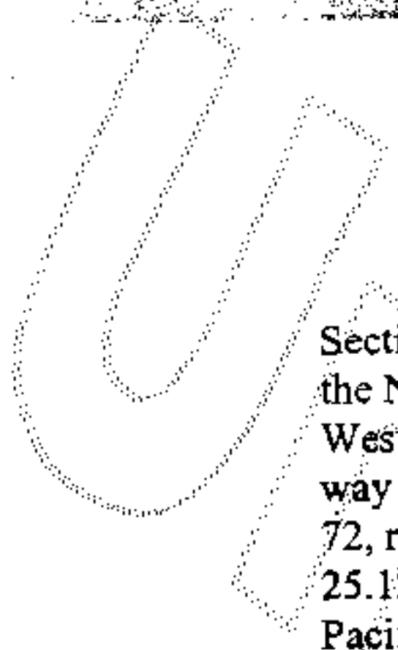
Those portions of Lots 0 through 7, inclusive, and Lots 11 through 16, inclusive, Block 1, according to said plat of the Town of Inglewood, King County, Washington, lying Easterly of a line drawn parallel and concentric with and distant 50.0 feet Westerly, as measured at right angles and radially from said Main Track centerline; also,

That portion, if any, of said Railway Company's Branch Line right of way lying Westerly of Lots 1 through 68, Block 9, Lots 19 through 24, Block 6, and Lots 1 through 41, Block 14; and lying Easterly of Lots 1 through 22, Block 4, Lots 1 through 22, Block 5, Lots 1 through 22, Block 3, Lots 1 through 22, Block 2, and Lots 0 through 20, Block 1, Town of Inglewood, as recorded in Volume 3 of Plats, page 169, records of King County, Washington, bounded on the North and South by the North and South lines of said Town of Inglewood; also

All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lots 1, 2, 3 and 4 of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Government Lot 2 of Section 31, all in Township 25 North, Range 6 East, and Government Lots 1, 2 and 3 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 24 North, Range 6 East, bounded on the North by the North line of said Section 32, Township 25 North, Range 6 East, and bounded on the South by the South line of said Government Lot 3 of Section 6, Township 24 North, Range 6 East, EXCEPTING THEREFROM, that portion sold to Arthur and Sallyann Holmboe by Quitclaim Deed dated August 17, 1994, described as follows:

Commencing at the Northeast corner of said Government Lot 1 of Section 32; thence West along the North line of said Government Lot 1 a distance of 91.75 feet to the Westerly line of said 100.0 foot wide Branch Line right of way; thence South 06°23'29" West along said Westerly line 932.07 feet to the True Point of Beginning; thence continuing South 06°23'29" West along said Westerly line 143.20 feet; thence South 89°17'01" East 25.12 feet to a point being 25.0 feet Westerly, as measured at right angles from said Main Track centerline, thence North 06°23'29" East 143.20 feet; thence North 89°17'01" West 25.12 feet to the True Point of Beginning.

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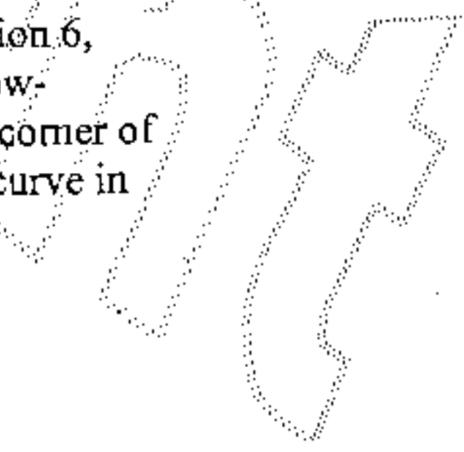
ALSO EXCEPTING THEREFROM, that portion of Government Lot 1, in Section 32, township 25 North, Range 6 East, W.M., described as follows: beginning at the Northeast corner of that portion of the South 243 feet of said Government Lot 1 lying West of the Northern Pacific Railway right of way, as measured along said west right of way line (per survey recorded under A.F. # 9002228003 in volume 71 of surveys, page 72, records of King County, Washington); thence South 89°17'01" East a distance of 25.12 feet to a point which lies 25.00 feet westerly from the centerline of said Northern Pacific Railway as measured at right angles; thence South 06°23'29" West parallel with the centerline of said Northern Pacific Railway a distance of 142.03 feet to the beginning of a curve tangent to said line; thence continuing southerly, parallel with said Northern Pacific Railway, 106.66 feet along a curve to the right having a radius of 1327.69 feet and a central angle of 04°36'10" the chord of which bears South 08°41'34" west a distance of 108.83 feet to a point on the South line of said Government Lot 1 which lies 25.00 feet westerly from the centerline of said Northern Pacific Railway as measured at right angles; thence North 89°03'58" West along said South line a distance of 25.40 feet to the Southeast corner of said South 243 feet of Government Lot 1 lying West of said Northern Pacific Railway; thence Northerly 109.08 feet along a non-tangent curve to the left having a radius of 1302.69 feet and a central angle of 04°47'52" the chord of which bears North 08°47'25" East a distance of 109.05 feet; thence North 06°23'29" East tangent to said curve a distance of 139.55 feet to the POINT OF BEGINNING.

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ALSO, EXCEPTING THEREFROM, that portion of the hereinabove described 100.0 foot wide Branch Line right of way, situated in said Government Lot 3 of Section 6, Township 24 North, Range 6 East, sold to Patrick and Vicki Burns by Quitclaim Deed filed for record September 18, 1996, as King County Recording No. 9701221277 described as follows:

Commencing at an iron stake at the intersection of the centerline of a private road with the shoreline of Lake Sammamish as shown on blueprint filed with deed recorded under King County Recording No. 1748265, said iron stake marking the Northwest corner of a track of land conveyed to W.C. Dahl by deed recorded under King County Recording No. 2808278; thence South 61°02' East to the Northwesterly line of the hereinabove described 100.0 foot wide Branch Line right of way; thence Southwesterly along said Northwesterly line on a curve concave to the Southeast having a radius of 766.78 feet a distance of 51.27 feet to the True Point of Beginning; thence continuing Southwesterly along said Northwesterly line 50.59 feet; thence South 61°02' East 25 feet, more or less, to a point being 25.0 feet Northwesterly, as measured radially from said Main Track centerline; thence Northeasterly along a curve concave to the Southeast having a radius of 741.78 feet and concentric with said Main Track centerline to a point which bears South 61°02' East from the True Point of Beginning; thence North 61°02' West 25 feet, more or less, to the True Point of Beginning.

ALSO EXCEPTING THEREFROM, that portion of Government Lot 1, in Section 6, Township 24 North, Range 6 East, W.M., adjoining the Easterly line of the below-described Parcel "A" and described as follows: Beginning at the Northeasterly corner of the below-described Parcel "A"; Thence S 69°49'12" E along a radial line to a curve in



the railroad right-of-way for a distance of 25.00 feet to a point on a curve with radius of 5,754.65 feet and center point lying Southeasterly at S 69°49'12" E; Thence Southerly and Westerly along said curve, parallel to the Westerly line of said railroad right-of-way and 25.00 feet Southeasterly as measured at right angles to said Westerly line, for an arc length distance of 250.79 feet through a central angle of 2°29'49" to a point of tangency with a line bearing S 17°40'59" W; Thence S 17°40'59" W along said line for a distance of 59.90 feet; Thence N 72°19'01" W for a distance of 25.00 feet to the Southeasterly corner of said Parcel "A"; Thence along the Easterly line of said Parcel "A" through the following courses; Thence N 17°40'59" E for a distance of 59.90 feet to a point of tangency with a curve to the right having a radius of 5,779.65 feet; Thence Northerly and Easterly along said curve for an arc length distance of 251.88 feet through a central angle of 2°29'49" to the Point of Beginning.

Parcel "A" Description

A portion of tracts 15 to 19 in the replat of Mason's Lakeside, according to the plat thereof recorded in Volume 37 of plats on page 55, records of King County, Washington, lying Easterly and Southeasterly of a line described as follows:

Beginning at the Northwest corner of said Tract 19; Running thence Easterly along the North line of said tract for 42.10 feet to the True Point of Beginning; Thence S 16°14'00" W for 152.70 feet; Thence S 51°34'00" W for 108.90 feet to an iron pipe on the shoreline of Lake Sammamish and on the line between Tracts 14 and 15 in said replat.

ALSO,

All that portion of said Railway Company's 200.0 foot wide Branch Line right of way, being 100.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 4 of said Section 6, Township 24 North, Range 6 East, bounded on the North and South by the North and South lines of said Government Lot 4; also,

All that portion of said Railway Company's 50.0 foot wide Branch Line right of way, being 25.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 1 of Section 7, Township 24 North, Range 6 East, bounded on the North and South by the North and South lines of said Government Lot 1; also,

All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 2 of said Section 7, Township 24 North, Range 6 East, bounded on the North by the North line of said Government Lot 2, and bounded on the Southeast by the hereinafter described "Line A", EXCEPTING THEREFROM, the Westerly 30.0 feet of said 100.0 foot wide Branch Line right of way across Tract 6, Lake Sammamish Waterfront Tracts to Monohan, according to the plat thereof, lying between two lines drawn concentric with and distant, respectively, 20.0 feet and 50.0 feet Westerly, as measured radially from said Main Track centerline, ALSO, EXCEPTING

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THEREFROM, the Westerly 30.0 feet of said 100.0 foot wide Branch Line right of way across Tracts 9 and 10, Lake Sammamish Waterfront Tracks to Monohan, according to the plat thereof, lying between two lines drawn parallel with and distant, respectively, 20.0 feet and 50.0 feet Westerly, as measured at right angles from said Main Track centerline, ALSO, EXCEPTING THEREFROM, the Southwesterly 25.0 feet and the Northeasterly 25.0 feet of said 100.0 foot wide Branch Line right of way, lying between lines drawn parallel and concentric with and distant, respectively, 25.0 feet and 50.0 feet from and on each side of said Main Track centerline, lying within the following described tract of land;

Commencing at the East quarter corner of said Section 7; thence South 00°10' East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North 79°51' West 490.0 feet; thence North 68°30' West 177.4 feet; thence North 54°45' West 298.6 feet; thence North 52°23' West 208.4 feet to a post set on the shore of Lake Sammamish; thence North 43°33' West 187.68 feet; thence North 48°00' East 40.60 feet to a point on the Southwesterly line of the hereinabove described 100.0 foot wide Branch Line right of way and the True Point of Beginning; thence continuing North 48°00' East 102.10 feet to a point on the Northeasterly line of the hereinabove described 100.0 foot wide Branch Line right of way; thence Northwesterly along said Northeasterly right of way line on a curve concave to the Northeast having a radius of 744.27 feet, central angle of 02°45'57" a distance of 35.93 feet; thence North 26°48'39" West, tangent to said curve, 100.07 feet; thence South 48°00" West 103.62 feet to said Southwesterly right of way line; thence South 26°48'39" East along said Southwesterly right of way line 72.92 feet to a point of curve; thence Southeasterly along a tangential curve concave to the Northeast having a radius of 844.27 feet a distance of 62.72 feet to the True Point of Beginning.

"Line A" Description

Commencing at the East quarter corner of said Section 7; thence South 00°10' East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North 79°51' West 490.0 feet; thence North 68°30' West 177.4 feet; thence North 54°45' West 147.7 feet to the True Point of Beginning; thence North 10°35' East to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

ALSO,

All of said Railway Company's Branch Line right of way, varying in width on each side of said Main Track centerline upon, over and across said Government Lot 2 of Section 7, Township 24 North, Range 6 East, described as follows:

Beginning at the intersection with a line drawn concentric with and distant 50.0 feet Northeasterly, as measured radially from said Main Track centerline with the hereinabove described "Line A"; thence Southeasterly along the last described concentric line 72 feet, more or less, to the intersection with a line drawn parallel with and distant

70.0 feet Easterly, as measured at right angles from said "Line A"; thence South 10°35' West along the last described parallel line to a point being 25.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric with and 25.0 feet Northeasterly, as measured radially from said Main Track centerline 145 feet, more or less, to the intersection with the hereinafter described "Line B"; thence North 10°35' East along said hereinafter described "Line B" to a point being 50.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric with and 50.0 feet Northeasterly, as measured radially from said Main Track centerline 19 feet, more or less, to the intersection with a line drawn parallel with and distant 54.79 feet Westerly, as measured at right angles from the hereinafter described "Line C"; thence South 12°35'40" West along the last described parallel line 18 feet, more or less, to a point being 36.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric with and 36.0 feet Northeasterly, as measured radially from said Main track centerline 52 feet, more or less, to the intersection with the hereinafter described "Line C"; thence North 12°35'40" East along said "Line C" to a point being 50.0 feet Northeasterly, as measured radially from said Main Track centerline; thence Southeasterly along a line drawn concentric and parallel with and 50.0 feet Northeasterly, as measured radially and at right angles from said Main Track centerline 490 feet, more or less, to the East line of said Section 7; thence South 00°10' East along said East line 68 feet, more or less, to a point being 15.0 feet Southerly, as measured radially from said Main Track centerline; thence Westerly along a line drawn concentric and parallel with and 15.0 feet Southerly, as measured radially and at right angles from said Main Track centerline 221 feet, more or less, to the intersection with the hereinafter described "Line D"; thence South 10°35' West along the hereinafter described "Line D" to a point being 50.0 feet Southerly, as measured at right angles from said Main Track centerline; thence Westerly along a line drawn parallel and concentric with and distant 50.0 feet Southerly, as measured at right angles and radially from said Main Track centerline 280 feet, more or less, to the intersection with the hereinafter described "Line C"; thence North 12°35'40" East along said hereinafter described "Line C" to a point being 18.0 feet Southerly, as measured radially from said Main Track centerline; thence Westerly along a line drawn concentric with said Main Track centerline 54 feet, more or less, to the intersection with a line drawn parallel with and distant 54.79 feet Westerly, as measured at right angles from the hereinafter described "Line C"; thence South 12°35'40" West along the last described parallel line to a point being 50.0 feet Southwesterly, as measured radially from said Main Track centerline; thence Westerly along a line drawn concentric with said Main Track centerline 18 feet, more or less, to the intersection with the hereinafter described "Line B"; thence North 10°35' East along the hereinafter described "Line B" to the intersection with a line drawn concentric with and distant 15.0 feet Southwesterly, as measured radially from said Main Track centerline; thence Northwesterly along the last described concentric line 220 feet, more or less, to the intersection with the hereinabove described "Line A"; thence North 10°35' East along said "Line A" 68 feet, more or less, to the Point of Beginning.

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"Line B" Description

Commencing at the East quarter corner of said Section 7; thence South 00°10' East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North 79°51' West 490.0 feet; thence North 68°30' West 97.1 feet to the True Point of Beginning; thence North 10°35' East to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

"Line C" Description

Commencing at the East quarter corner of said Section 7; thence South 00°10' East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North 79°51' West 490.0 feet; thence North 68°30' West 30.81 feet to the True Point of Beginning; thence North 12°35'40" East 189.7 feet to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

"Line D" Description

Commencing at the East quarter corner of said Section 7; thence South 00°10' East along the East line of said Section 7 a distance of 74.4 feet to the present meander post on the shore of Lake Sammamish; thence North 79°51' West 237.1 feet to the True Point of Beginning; thence North 10°35' East 100 feet, more or less, to the intersection with the Southerly line of the "Issaquah to Redmond" County Road and there terminating.

ALSO,

All that portion of said Railway Company's 200.0 foot wide Branch line right of way, being 100.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 1 and the SW¼SW¼NW¼ of Section 8, Township 24 North, Range 6 East, bounded on the Northwest by the West lines of said Government Lot 1 and the SW¼SW¼NW¼, and bounded on the Southeast by the East line of said Government Lot 1; also,

All that portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across Government Lot 2 of said Section 8, Government Lots 1, 2 and 3 of Section 17, Government Lots 1 and 2 and the E½SW¼ of Section 16, the E½NE¼NW¼ and the E½ of Section 21, and that portion of the E½ NE¼ of Section 28 lying Northerly of the Southerly right of way margin of Northwest Gilman Boulevard (State Road No. 2, Renton-Issaquah Road), all in Township 24 North, Range 6 East.

9809181252

Exhibit B

Bill Hilchkanum &	}	
Mary Hilchkanum	}	
	}	
to	}	Right of Way Deed
	}	
S. L. S. and E. R.'Y Co.	}	

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: Lots one (1) two (2) and three (3) in section six (6) township 24 North of Range six (6) East.

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:

Commencing at a point 410 feet West from North East corner of Section six (6) township 24 N, R. 6 East and running thence on a one (1) degree curve to the left for 753 3/10 feet thence South 16 degrees and 34 min. West 774 2/10 feet thence with a 3 degree curve to the right for 700 feet thence with an 8 degree curve to the right for 260 4/10 feet thence South 58 degrees and 24 minutes West 259 6/10 feet thence with an 8° curve to the left for 564 4/10 feet thence South 13° 15' W 341 4/10 feet thence with a 6° curve to the right for 383 3/10 feet thence S 36° 15' W 150 feet to South boundary of lot 3 of said Sec. 6 which point is 1320 feet North and 2170 feet west from SE corner of said Sec. 6.

And the said Seattle Lake Shore and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a 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 9th day of May A.D. 1887.

Signed Sealed and delivered in the presence of

B.J. Tallman	}	Bill [his mark] Hilchkanum.	[Seal]
	}		
D.T. Denny	}	Mary [her mark] Hilchkanum.	[Seal]
	}		
Territory of Washington	}		
County of King	}	SS	

I hereby certify that on this 9th day of May A.D. 1887 before me a Notary Public in and for Washington Territory personally came Bill Hilchkanum and Mary Hilchkanum 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 Mary Hilchkanum, wife of said Bill Hilchkanum, 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 rights and the effect of signing the within instrument did freely and voluntarily separate and apart from her said husband sign and acknowledge the same acknowledging that she did voluntarily of her own free will and without the fear of 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 Burk and Haller, May 9th A.D. 1887 at 6 mins. past 1 PM.

Lyman Wood
County Auditor

In presence of
B. G. Tallman
T. H. Waller

Hans Anderson

Seal

Territory of Washington
County of King

I hereby certify that on this 6th day of May A.D. 1892 before me a Notary Public in and for Washington Territory personally came Hans Anderson to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

B. G. Tallman

Seal

Notary Public in and for Washington Territory
and for record at the request of Burk and Waller May 9th A.D. 1892
at Tacoma Wash. T. D.

Lyman Wood
County Auditor

13449

Bill Wildkanun and wife

To

S. S. and S. P. Co.

Right of Way Deed

In Consideration of the benefits and advantages to accrue to us from the location construction and operation of the Little Lake Shore and Eastern Railway in the county of King in Washington Territory we do hereby grant and convey unto said Little 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: Lots One (1) Two (2) and three (3) in section six (6) Township 24 North of Range Six (6) East. Said right of way strip to be fifty (50) feet in width on each side of the center line of the roadway track as located across our said lands by the Engineers of said railway Company which location is described as follows to wit:

20222

commencing at a point 110 feet West from North East corner of Section 13 (6) Township 24 N R 6 East and running thence on a one (1) degree curve to the left for 753 1/2 feet thence South 16 degrees and 34 minutes West 774 1/2 feet thence with a 3 degree curve to the right for 702 feet thence with an 8 degree curve to the right for 260 1/2 feet thence South 58 degrees and 24 minutes West 259 1/2 feet thence with an 8 degree curve to the left for 564 1/2 feet thence South 13° 15' W 341 1/2 feet thence with a 6 curve to the right for 383 3/4 feet thence S 36° 15' W 150 feet to South boundary of lot 3 of said Sec 6 which point is 1320 feet North and 2170 feet West from S.E. Corner of said Sec 6

And the said Little Lake Iron and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a 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 9th day of May A.D. 1887

Witness said and returned
 in presence of } Bill ^{his} Wilchmann seal
 R. G. Tallman } _{mark}
 J. S. Denny } May ^{his} Wilchmann seal
 } _{mark}

Township of Washington }
 County of Henry } ss

I Denny certify that on this 9th day of May A.D. 1887 before me a Notary Public in and for Washington Territory personally came Bill Wilchmann and May Wilchmann to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and placed the same as their free and voluntary act and deed for the use and purposes therein mentioned.

And the said May Wilchmann in person or operation by me separate and apart from her former husband when the contents of said instrument were by me fully made

knows into his said premises by me fully apprised of her rights and the effect of signing the within instrument and fully and voluntarily separate and apart from her said husband sign and acknowledge the same acknowledging that she does voluntarily of her own free will and without the fear of or coercion from her husband execute the same

Witness my hand and ^{official} seal the day and year within this certificate first above written.

B. J. Tallman
County Clerk in and for Washington Territory

Witness my hand at the request of Park & Keller Nov. 9th A.D. 1887

Lymon Wood
County Auditor

1887-50
Alfred Pearson & wife
to
S. S. S. and C. R. & Co.

Right of Way Deed

In Consideration of the benefit 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:

South West quarter of North West quarter of Section Eight (8) Township Twenty six (26) North of Range five (5) East

Such right of way strip to be fifty (50) feet wide on each side of the entire line of the railway track as located across our said lands by the engineers of said Railway Company whose location is described as follows to wit:

Commencing at a point 630 feet due North from quarter section corner on West boundary of Section Eight (8) Township Twenty six (26) North of Range five (5) East being also station 354 + 30 - 30 - 30 line and running thence with a

Exhibit C

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J.P. Carroll }
D Griffith }
State of Washington } as
County of King }

Recs P Daniels (seal)

I, J.P. Carroll notary Public in and
for said County and State do hereby certify that on this 18 day
of December AD 1889 personally appeared before me Recs P
Daniels to me known to be the individual described in and
who executed the within instrument and acknowledged that
he signed and sealed the same as his free and voluntary
act and deed for the uses and purposes therein mentioned
Given under my hand and official seal this 18th day of
December AD 1889.



J.P. Carroll

Notary Public in and for said County and State

Filed for record at request Recs P Daniels Dec 19th 1889 at 11 min past 11

W.R. Arnold
County Auditor
Deputy

44096 Northern Pacific RR Co }
Do To Deed.
Samuel J Middleton }

Pacific Division
Contract No 5474 Deed Feb 1897
Northern Pacific Railroad Company

This Indenture Made the Twenty sixth day of August in the year
of our Lord one thousand eight hundred and eighty nine by
and between the Northern Pacific Railroad Company a cor
poration created by and existing under an Act of the Con
gress of the United States of America entitled "An Act Granting
Lands to aid in the Construction of a Railroad and Telegraph
Line from Lake Superior to Puget Sound, on the Pacific Coast
by the Northern Route" approved July 2, 1876 party of the first
part, the Central Trust Company of New York, a corporation
existing under the laws of the State of New York Trustee, un
der a certain indenture of Mortgage or Deed of Trust made
by the said party of the first part and bearing date the
first day of January AD one thousand eight hundred and
eighty one, party of the second part and Samuel J
Middleton of the City of Tacoma in the County of Pierce

Territory of Washington party of the third part Whereas the said party of the first part, under and by virtue of the said Act of Congress became and is the grantee of certain lands situate in the Territory of Washington, and did execute and deliver to the said party of the second part a mortgage in trust for the purposes therein mentioned, bearing date the first day of January A.D. one thousand eight hundred and eighty one duly filed and recorded in the office of the Secretary of the Interior in the City of Washington And Whereas it is provided and covenanted in said mortgage among other things, that the said party of the first part shall at all times be at liberty to contract for the sale of any parcel or parcels of said lands at such price or prices as it shall deem reasonable, not below the appraisal thereof approved by the said party of the second part, and that upon deposit of the proceeds of such sale or sales with the said party of the second part whether the same be in cash bonds or notes or other securities, it shall by deed or deeds executed by it or its authorized attorney or attorneys, release the land so sold and paid for from the lien created thereby And Whereas the said party of the first part has contracted to sell and convey to the said party of the third part, the parcels of the said lands which are hereinafter described, free from the encumbrance of the said mortgage, for the price hereinafter specified being not less than the appraisal thereof approved by the said party of the second part, and the said Trustee has become a party trustee for the purpose of releasing the said land hereby conveyed from the said encumbrance so that the said party of the third part his heirs and assigns, shall take and hold the same free from any lien existing by reason of said mortgage Now this indenture witnesseth That the said parties of the first and second parts by virtue of the said powers in said mortgage expressed and of all others their powers and estates in the premises and for and in consideration of the sum of One thousand seven hundred twenty four and 33/100 (1724.33) Dollars unto the said party of the first part, and by it unto the said party of the second part, well and truly paid, at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged have granted bargained and sold aliened, released, conveyed and confirmed and by these presents do grant bargain

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and sell alien release convey and confirm unto the said party of
 the third part his heirs and assigns the following described tract
 or parcels of land situate and being in the County of King in
 the Territory of Washington that is to say The North east quarter
 of North east quarter and the Lot numbered Two (2) of section
 no seven (7) and the Lots numbered one (1) and three (3) and north
 east quarter of north east quarter of section no seventeen (17)
 all in Township no Twenty four (24) North of Range no six
 (6) east of the Willamette Meridian containing according
 to the United States Government survey one hundred thirty
 seven and $\frac{95}{100}$ (137.95) acres more or less Together with all and
 singular the hereditaments and appurtenances therewith
 belonging or in anywise appertaining and all the estate
 right title interest property claim and demand whatsoever
 of the said parties of the first and second parts and of each
 of them respectively in law equity or otherwise, of, in and
 to the same and every part thereof To have and to hold
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 his heirs and assigns forever free and clear of the lien
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 of all the trusts therein or thereby declared or created and
 free and clear of all other liens charges and encumbrances
 except taxes and assessments if any levied or assessed
 since the Twenty sixth day of August A.D. 1899 and the
 said party of the first part for itself and its successors
 does by these presents covenant and agree to and with the
 said party of the third part his heirs and assigns that
 it shall and will forward and defend the title to the said
 granted premises unto the said party of the third part
 his heirs and assigns forever against the lawful claims
 of all persons whomsoever except for taxes or assessments
 as aforesaid; and as to which if any the said party of the
 third part hereby assumes to pay the same In witness
 whereof the said parties of the first and second parts have
 caused these presents to be sealed with their respective
 corporate seals the day and year first above written
 Northern Pacific Railroad Company
 By James B. Williams

istant Secretary
of New York Trust
and vice President
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fixed to the foregoing instrument as such is said corporate seal, that
the same was affixed to the foregoing instrument by au-
thority of the Board of Directors of said company and that
he signed the said instrument by like authority And the said
C Francis Hyde at the same time acknowledged the fore-
going instrument to be the act and deed of the said the
Central Trust Company of New York and that said com-
pany executed the same freely and voluntarily for the
uses and purposes therein expressed In Witness Whereof
have hereunto set my hand and affixed my official seal
at my office in the City of New York the day and year last
aforesaid

Comrs
seal

L R Kidder

Commissioner of Deeds in New York for Territory of Washington

Filed for record at request Grantee Dec 19th 1899 at 20 min past 1 P.M.

W R Forrest

County Auditor
Deputy

44320 West Coast Imp Co

To Warranty Deed

P D John F Lloyd

This Indenture, made the 20th day of December 1899 between
The West Coast Improvement Company, a corporation duly
incorporated, organized and existing under and by virtue
of the laws of Washington Territory, the party of the first
part, and John F Lloyd of Seattle Wash the party of the
second part; Witnesseth that the said party of the first
part for and in consideration of two hundred and ten
Dollars to it paid by the said party of the second part, does
hereby grant, bargain sell and convey to said party of the
second part and to his heirs and assigns forever, the follow-
ing described tracts or parcels of real estate, lying and be-
ing in the County of King, Territory of Washington and par-
ticularly bounded and described as follows: to wit: All of
Lot fifteen (15) in Block thirty five (35) Selman Park together
with all and singular the tenements, hereditaments and
appurtenances thereto belonging, or in anywise apper-
taining. And also, all the estate, right, title and interest

EXHIBIT 5

 KeyCite Yellow Flag - Negative Treatment
Declined to Follow by [Haggart v. United States](#), Fed.Cl.,
December 18, 2012

299 F.3d 1077
United States Court of Appeals,
Ninth Circuit.

KING COUNTY, a political subdivision of the State
of Washington,
Plaintiff-counter-defendant-Appellee,

v.

John RASMUSSEN; [Nancy Rasmussen](#), husband
and wife, and their marital community,
Defendants-counter-claimants-Appellants.

No. 01-35610.

Argued and Submitted June 13, 2002.

Filed Aug. 9, 2002.

County filed suit to quiet title to 100-foot-wide strip of land that bisected landowners' property and to obtain declaration of its rights to use former railroad right of way for public trail. Landowners filed counterclaims and removed action. The United States District Court for the Western District of Washington, [Barbara J. Rothstein](#), Chief District Judge, [143 F.Supp.2d 1225](#), entered summary judgment for county, and landowners appealed. The Court of Appeals, [Betty B. Fletcher](#), Circuit Judge, held that: (1) action was properly removed under federal question jurisdiction; (2) original homesteader of surrounding tract had power to convey either easement or fee simple title at time of conveyance to railroad; (3) under Washington law, landowner conveyed fee simple title and thus landowners had no reversionary interest when railway was abandoned; (4) district court did not have authority to review action of Surface Transportation Board (STB) under Rails to Trails Act; (5) county did not violate First or Second Amendment rights of landowners; and (6) landowners due process and rights to compensation for taking of land were not violated.

Affirmed.

West Headnotes (23)

^[1] **Removal of Cases**

 **Cases Arising Under Laws of United States**

Quiet title action was properly removed where it could have been originally brought in district court under federal question jurisdiction, inasmuch as plaintiff based a legal right to strip of land in question on federal Rails to Trails Act. [16 U.S.C.A. § 1247\(d\)](#).

[2 Cases that cite this headnote](#)

^[2] **Federal Civil Procedure**

 **Matters considered in general**

Federal Civil Procedure

 **Matters considered**

Overlength portions of pro se parties' briefs in response to opposing party's motions were properly struck pursuant to local rule, as were legal arguments contained in separate declaration filed in response to motion to dismiss. U.S.Dist.Ct.Rules W.D.Wash., Rule 7.

[6 Cases that cite this headnote](#)

^[3] **Federal Courts**

 **Summary judgment**

A grant of summary judgment is reviewed de novo.

[Cases that cite this headnote](#)

^[4] **Railroads**

 **Title, estate, or interest acquired**

Homesteader who had perfected his title to homestead property before he conveyed interest in strip of land to railway had power to convey either easement or fee simple title, even though homesteader had not yet received patent for land. Act March 3, 1873, § 1, 17 Stat. 602.

[Cases that cite this headnote](#)

[5]

Railroads

[Title, estate, or interest acquired](#)

Under Washington law, homesteaders' right-of-way deed to railroad conveyed fee simple interest, not easement; although deed anticipated that right of way would be used to operate railroad, deed did not actually condition conveyance on such use, deeds from other landowners in same year contained additional language to explicitly restrict grant for railroad purposes, and homesteaders' conduct in excepting out right-of-way in subsequent conveyances was inconsistent with conveyance of mere easement.

[10 Cases that cite this headnote](#)

[6]

Railroads

[Title, estate, or interest acquired](#)

Under Washington law, a conveyance of a right of way to a railroad may be in fee simple, or it may be an easement.

[1 Cases that cite this headnote](#)

[7]

Deeds

[Creation by deed in general](#)

Under Washington law, intent of the parties is of paramount importance in determining what interest a deed conveyed.

[Cases that cite this headnote](#)

[8]

Deeds

[Language of instrument](#)

Deeds

[Extrinsic circumstances](#)

Under Washington law, to ascertain the intent of the parties to a deed, one must look to the language of the deed as well as the circumstances surrounding the deed's execution and the subsequent conduct of the parties.

[Cases that cite this headnote](#)

[9]

Deeds

[Extrinsic circumstances](#)

Under Washington law, a finding of ambiguity in the language of the deed is not required to consider extrinsic evidence of the surrounding circumstances and the subsequent conduct of the parties.

[Cases that cite this headnote](#)

[10]

Railroads

[Title, estate, or interest acquired](#)

Under Washington law, fact that grantors received no monetary consideration in return for conveyance of right of way to railroad was of little weight in determining whether deed was intended to convey easement or fee simple title to strip of land.

[4 Cases that cite this headnote](#)

[11]

Railroads

[Title, estate, or interest acquired](#)

Under Washington law, whether the parties to railroad right of way deed used a statutory form deed is a significant factor in determining their intent to convey fee simple as opposed to easement; if parties utilized statutory warranty form deed and granting clauses convey definite strips of land, grantors intended to convey fee

simple title unless additional language in deeds clearly and expressly limits or qualifies the interest conveyed.

[9 Cases that cite this headnote](#)

[12]

Railroads

🔑 Title, estate, or interest acquired

Under Washington law, deed of railroad right of way did not give rise to presumption that deed conveyed fee simple interest where it did not follow statutory warranty deed form.

[3 Cases that cite this headnote](#)

[13]

Easements

🔑 Nature and elements of right

Use of the term “right of way” in the granting clause of deed as a limitation or to specify the purpose of the grant generally creates only an easement.

[1 Cases that cite this headnote](#)

[14]

Easements

🔑 Nature and elements of right

Railroads

🔑 Conveyances to or for Railroad Company

Railroads

🔑 Title, estate, or interest acquired

Term “right of way” in deed can have two purposes: (1) to qualify or limit the interest granted in a deed to the right to pass over a tract of land (an easement), or (2) to describe the strip of land being conveyed to a railroad for the purpose of constructing a railway.

[1 Cases that cite this headnote](#)

[15]

Easements

🔑 Nature and elements of right

Under Washington law, circumstances surrounding execution of deed were relevant in determining whether it was intended to convey fee simple interest or easement.

[1 Cases that cite this headnote](#)

[16]

Federal Courts

🔑 Pleading

Dismissals for failure to state claim are reviewed under de novo standard. [Fed.Rules Civ.Proc.Rule 12\(b\)\(6\)](#), 28 U.S.C.A.

[1 Cases that cite this headnote](#)

[17]

Federal Courts

🔑 Jurisdiction

Dismissals for lack of subject matter jurisdiction are reviewed de novo. [Fed.Rules Civ.Proc.Rule 12\(b\)\(1\)](#), 28 U.S.C.A.

[1 Cases that cite this headnote](#)

[18]

Eminent Domain

🔑 Real property in general

Landowners had no claim for just compensation for taking of strip of land for bikeway where fee simple interest, not easement, in land had been conveyed by landowners’ predecessor to county’s predecessor, railroad, such had they had no ownership interest. [U.S.C.A. Const.Amend. 5](#); [West’s RCWA Const. Art. 1, § 16](#).

[1 Cases that cite this headnote](#)

[19] **Federal Courts**
🔑 Railroads; national trail system

District court did not have subject matter jurisdiction to consider challenge to authority of Surface Transportation Board to apply National Trail System Act to rail spur line; judicial review of order could only be obtained directly from a Court of Appeals. National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d); 28 U.S.C.A. §§ 1336(b), 2321(a).

2 Cases that cite this headnote

[20] **Civil Rights**
🔑 Property and housing

In absence of any allegation that county violated any local policy, practice, or custom, county could not be held liable under § 1983 for alleged violation of landowners' rights to petition government for redress of grievances for allegedly refusing to communicate further with landowners protesting use of railroad right of way for public trail. U.S.C.A. Const.Amend. 1; 42 U.S.C.A. § 1983.

5 Cases that cite this headnote

[21] **Civil Rights**
🔑 Governmental Ordinance, Policy, Practice, or Custom

Counties are liable for constitutional violations under § 1983 only if the individual officer who committed the violation was acting pursuant to a local policy, practice, or custom. 42 U.S.C.A. § 1983.

7 Cases that cite this headnote

[22] **Civil Rights**
🔑 Governmental Ordinance, Policy, Practice, or Custom

Failure to allege that the violation occurred pursuant to a county custom or practice precluded any claim that county violated citizen's Second Amendment right to bear arms when it obtained order prohibiting him from possessing gun. U.S.C.A. Const.Amend. 2; 42 U.S.C.A. § 1983.

1 Cases that cite this headnote

[23] **Constitutional Law**
🔑 Real property in general
Eminent Domain
🔑 Easements and other rights in real property

Landowners who had no reversionary interest in railroad right of way were not deprived of property right without due process of law and did not suffer condemnation without compensation when right of way was converted to public trail. U.S.C.A. Const.Amend. 5, 14; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d)

Cases that cite this headnote

Attorneys and Law Firms

*1079 **J. Jarrette Sandlin**, Sandlin Law Firm, Zillah, WA, for the defendants-counter-plaintiffs-appellants.

Howard P. Schneiderman and **Scott Johnson**, King County Prosecuting Attorney's Office, Seattle, WA, for the plaintiff-counter-defendant-appellee.

Appeal from the United States District Court for the Western District of Washington; **Barbara J. Rothstein**, Chief District Judge, Presiding. D.C. No. CV-00-01637-BJR.

Before **B. FLETCHER** and **GOULD**, Circuit Judges, and **MURGUIA**, District Judge.¹

OPINION

BETTY B. FLETCHER, Circuit Judge.

This case arises from a dispute over a 100-foot-wide strip of land running along a portion of the eastern shore of Lake Sammamish in King County, Washington, *1080 that was formerly used as part of a railway corridor. King County filed suit against the Rasmussens to quiet title over this strip of land, which bisects the Rasmussens' property, and to obtain a declaratory judgment that it is entitled to quiet enjoyment of the strip.

King County claims it owns a fee simple estate in the strip. The Rasmussens, in turn, claim that their predecessors in interest granted only an easement over the strip and that the rights in the easement have reverted to the Rasmussens so that they now have fee simple title to the strip. The district court granted summary judgment in favor of King County and dismissed the Rasmussens' counterclaims. Because we conclude that no genuine issues of material fact exist for trial and that King County holds the strip in fee simple, we affirm.

I.

Factual and Procedural Background

In 1876, homesteaders Bill Hilchkanum and Mary Hilchkanum claimed property along the eastern shore of Lake Sammamish in King County, Washington. They received their final ownership certificate in 1884 and their fee patent in 1888. On May 9, 1887, the Hilchkanums conveyed an interest in the strip to the Seattle Lake Shore and Eastern Railway Company ("the Railway"). The text of the "Right of Way Deed" is as follows:

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

Lots one (1) two (2) and three (3) in section six (6) township 24 North of Range six (6) East.

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 [legal description in metes and bounds].

And the said Seattle Lake Shore and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a 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.

The deed was handwritten by a notary public.

Mary Hilchkanum later conveyed lots 1 and 3 of the homestead property to her husband by quitclaim deed. The conveyance is "less (3) acres right of way of Rail Road." Bill Hilchkanum then conveyed lot 1 to Chris Nelson "less three (3) acres heretofore conveyed to the Seattle and International Railway for right of way purposes." The deed by which the Hilchkanums conveyed lot 2 of their homestead property did not contain an exception for the railroad right of way. The Rasmussens claim that the right of way bisects portions of lots 2, 3, and 5.²

The Railway, and its successor Burlington Northern, built a track on the strip of *1081 land and used the track regularly for rail service until approximately 1996. In 1997, Burlington Northern sold its railway corridor, including the Hilchkanum strip, to The Land Conservancy of Seattle and King County ("TLC").

On June 11, 1997, TLC petitioned the United States Surface Transportation Board ("STB") to abandon use of the corridor for rail service under the National Trail System Act, 16 U.S.C. § 1247(d) ("Rails to Trails Act"). The STB approved interim trail use of the corridor—called railbanking—by King County and issued a Notice of Interim Trail Use. The County then purchased the corridor from the TLC and obtained title to the right of way carved from the Hilchkanum property.³

The Rasmussens oppose King County's efforts to railbank the right of way and claim that King County has no right to use the right of way as a trail because the Railway and its successors held only an easement for railroad purposes. As a result, King County brought this action in state court to quiet title and to obtain a declaration of its rights in the strip. The Rasmussens removed the action to federal court and counterclaimed with allegations that King County violated their First, Second, Fifth, and

Fourteenth Amendment rights and violated 16 U.S.C. § 1267(d), 42 U.S.C. § 1983, 28 U.S.C. § 1358, and Article I, Section 16 of the Washington state constitution.

King County moved for summary judgment on its claim to the property and moved to dismiss the Rasmussens' counter-claims for failure to state a claim and for lack of subject matter jurisdiction. In response to these motions, the Rasmussens filed two over-length briefs and a declaration from Mr. Rasmussen containing several additional pages of legal argument. King County filed its reply and moved to strike the over-length portions of the Rasmussens' briefs and the legal arguments in Mr. Rasmussen's declaration. They also moved to strike inadmissible evidence from the briefs and the declaration. The Rasmussens filed a brief in response to King County's motion to strike as well as a separate surrebuttal brief. King County moved to strike the surrebuttal brief.

In a published opinion, the district court struck the over-length portions of the Rasmussens' response brief as well as the legal arguments in Mr. Rasmussen's declaration. See *King County v. Rasmussen*, 143 F.Supp.2d 1225, 1227 (W.D.Wash.2001). It also struck a paragraph in the response brief that indicated that Bill Hilchkanum was a Native American and was illiterate; the Rasmussens cited no evidence in support of this assertion in their brief to the district court. *Id.* at 1227–28. The district court also agreed to strike the surrebuttal brief. *Id.* at 1228. Finally, it granted King County's motion for summary judgment and dismissed the counterclaims. *Id.* at 1231. The Rasmussens appeal.

II.

Jurisdiction

^[1] The district court had jurisdiction over this removal action if King County *1082 could have brought the case in federal court in the first place. 28 U.S.C. § 1441(a). King County could have brought this action in federal court initially because the district court would have had federal question jurisdiction pursuant to 28 U.S.C. § 1331. King County's complaint included an allegation that it had a legal right to the strip of land in question even if the original deed conveyed only an easement. King County relied on 16 U.S.C. § 1247(d) as the source of this right. Thus, there was a federal question on the face of the well-pleaded complaint. See *Patenaude v. Equitable Life Assurance Soc'y of United States*, 290 F.3d 1020, 1023

(9th Cir.2002) (“The presence or absence of federal-question jurisdiction is governed by the well-pleaded complaint rule” (quoting *Caterpillar, Inc. v. Williams*, 482 U.S. 386, 392, 107 S.Ct. 2425, 96 L.Ed.2d 318 (1987)) (internal quotation marks omitted)).

This court has appellate jurisdiction over the district court's summary judgment pursuant to 28 U.S.C. § 1291.

III.

Motions to Strike

^[2] The Rasmussens argue that we should consider materials struck by the court below. The district court struck the over-length portions of the Rasmussens' briefs in response to King County's motions for summary judgment and to dismiss the counterclaims. It also struck legal arguments contained in John Rasmussen's declaration as well as the Rasmussens' surrebuttal brief.

The district court struck these materials on the basis of Western District of Washington Local Civil Rule 7, which limits the length of summary judgment briefs to twenty-four pages, limits the length of briefs relating to other motions to eight pages, and makes no allowance for surrebuttal briefs. Parties may file over-length briefs if they obtain prior permission from the court. The Rasmussens violated this rule by filing two thirty-four-page briefs without obtaining prior permission.⁴ Mr. Rasmussen's declaration added further briefing well beyond the twenty-four-page limit. Declarations, which are supposed to “set forth facts as would be admissible in evidence,” should not be used to make an end-run around the page limitations of Rule 7 by including legal arguments outside of the briefs. Fed.R.Civ.P. 56(e). As for the surrebuttal brief, the Rasmussens claim that it merely contained a response to the motion to strike. This is not so. It contains legal arguments on the motion to dismiss the counterclaims. The Rasmussens filed a separate response to the County's motion to strike, which the district court considered. Thus, the district court acted properly in granting King County's motions to strike.

For the most part, however, the fact that this material has been struck will not affect our review. The final pages of the summary judgment response brief do not contain separate legal arguments that are waived because they were not raised in the first twenty-four pages of the brief.

Instead, they contain comparisons between the facts of this case and the facts of a Washington Court of Appeals case dealing with a railroad right of way. We must consider the effect of any case relevant to the arguments raised, regardless of whether the Rasmussens briefed the particular case.

As for the counterclaims, the only claims not addressed in the first twenty-four *1083 pages of the brief opposing Rule 12(b) dismissal are the Rasmussens' takings claims. However, the district court did not consider these claims waived and instead dismissed them for failure to state a claim. *Rasmussen*, 143 F.Supp.2d at 1231 (disposing of Fifth Amendment and state constitutional takings claims). Thus, we will address all of the Rasmussens' counterclaims.

IV.

Summary Judgment

A. Standard of Review

^[3] A grant of summary judgment is reviewed *de novo*. *Devereaux v. Abbey*, 263 F.3d 1070, 1074 (9th Cir.2001). This court must determine, viewing the evidence in the light most favorable to the nonmoving party, whether there are any genuine issues of material fact and whether the district court correctly applied the relevant substantive law. *Id.* All reasonable inferences from the evidence must be drawn in favor of the nonmoving party. *Orin v. Barclay*, 272 F.3d 1207 (9th Cir.2001).

B. Validity of Conveyance Prior to Obtaining Fee Patent

^[4] The Rasmussens claim that Bill Hilchkanum did not have the power to convey anything more than an easement to the Railway because he had not perfected his title to the homestead when he made the conveyance in 1887. Under the Act of March 3, 1873, ch. 266, 17 Stat. 602 (1873),⁵ a homesteader could convey a right of way to a railroad before perfecting his title. The use of the term "right of way" in the statute may have limited a homesteader to conveying only an easement, not a fee simple, to a railroad.

However, we need not answer this question to decide this case because Bill Hilchkanum perfected his title to the homestead property in 1884, three years before he conveyed the interest in the strip of land to the Railway in

1887. He entered the subject property in 1876 and took up residence there. The Homestead Act of 1862 provided that he could receive a certificate or patent at the expiration of five years from the date of entry if he provided proof that he had resided or cultivated the land for these five years, that he had not alienated any of the land, and that he had borne true allegiance to the United States. *See* Homestead Act, ch. 75, 12 Stat. 392 (1862). Bill Hilchkanum submitted the necessary proof and obtained his certificate of ownership in 1884. Since he had fulfilled all the necessary conditions of ownership, his title was perfected in 1884. As a result, he did not need to act within the restrictions of the Act of March 3, 1873 to alienate his property nor did he need to include an after-acquired property clause in his conveyances; he had title free and clear and could convey to the Railway whatever he wished.

Although Hilchkanum did not obtain his patent deed until 1888, the Rasmussens cite no authority suggesting that the certificate of ownership did not perfect his title, *1084 and their own expert opined that Hilchkanum obtained "unqualified and perfect fee simple ownership" in 1884. Graddon Decl. Ex. 1, § 1 at 2. We affirm the district court's conclusion that there are no genuine issues of fact as to whether Hilchkanum had the power to convey a fee simple interest to the Railway in 1887.

C. Easement or Fee Simple

^[5] King County claims that under Washington state law the Hilchkanum deed conveyed a fee simple estate in the strip of land to the Railway. The Rasmussens argue that, even if Hilchkanum had the power to convey a fee simple estate to the Railway, he intended to convey only an easement. The district court agreed with King County, as do we.

^[6] ^[7] ^[8] ^[9] A conveyance of a right of way to a railroad may be in fee simple, or it may be an easement. *Veach v. Culp*, 92 Wash.2d 570, 599 P.2d 526, 527 (Wash.1979). The intent of the parties is of paramount importance in determining what interest the deed conveyed. *Brown v. State*, 130 Wash.2d 430, 924 P.2d 908, 911 (Wash.1996). It has been said that it is a factual question to determine the intent of the parties. *Veach*, 599 P.2d at 527. But the intent of parties to a deed as well as the legal consequences of that intent are in reality mixed questions of law and fact: legal rules of deed interpretation determine how the underlying facts reflect the intent of the parties. *See Brown*, 924 P.2d at 912 (determining intent from undisputed underlying facts on summary judgment). To ascertain the intent of the parties, one must look to the language of the deed as well as the

circumstances surrounding the deed's execution and the subsequent conduct of the parties.⁶ *Id.* However, the parties must "clearly indicate" an intent to make a conveyance conditional. *King County v. Hanson Inv. Co.*, 34 Wash.2d 112, 208 P.2d 113, 119 (1949) (cited in *Brown*, 924 P.2d at 912).

^[10] The Washington Supreme Court provided its most recent guidance on this issue in *Brown*.⁷ The *Brown* court identified various factors to consider in determining whether a deed conveyed a fee simple or an easement:

[W]e have relied on the following factors: (1) whether the deed conveyed a strip of land and did not contain additional language relating to the use or purpose to which the land was to be put, or in other ways limiting the estate conveyed; (2) whether the deed conveyed a strip of land and limited its use to a specific purpose; (3) whether the deed conveyed a right of way over a tract of land, rather than a strip thereof; (4) whether the deed granted only the privilege of constructing, operating, or maintaining a railroad over the land; (5) whether the deed contained a clause providing that if the railroad ceased to operate, the land conveyed would revert to the grantor; (6) whether the consideration expressed was substantial or nominal;⁸ (7) whether the conveyance *1085 did or did not contain a habendum clause, and many other considerations.

Brown, 924 P.2d at 912.

^[11] The *Brown* court further explained that whether the parties to a railroad right of way deed used a statutory form deed is a significant factor in determining their intent. *Brown*, 924 P.2d at 912; see *Roeder Co. v. K & E Moving & Storage Co.*, 102 Wash.App. 49, 4 P.3d 839, 841 (Wash.Ct.App.2000). The court ruled that "where the original parties utilized the statutory warranty form deed and the granting clauses convey definite strips of land, we must find that the grantors intended to convey fee simple title unless additional language in the deeds clearly and expressly limits or qualifies the interest conveyed."⁹ *Brown*, 924 P.2d at 912.

^[12] In this case, however, the Hilchkanum deed did not follow the statutory warranty form. The statutory form is as follows:

The grantor (here insert the name or names and place of residence) for and in consideration of (here insert consideration), in hand paid, convey and warrant to (here insert the grantee's name) the following described real estate (here insert

description), situated in the county of _____, state of Washington.

Laws of 1886, § 3, pp. 177–78. The Hilchkanum deed used a slightly different form:

In consideration of (here insert consideration), grantor (here insert name of grantor) does hereby donate grant and convey unto grantee (here insert name of grantee) the following described right of way (here insert description).

As a result, the Hilchkanum deed does not give rise to the presumption that the deed conveyed a fee simple. See *Roeder*, 4 P.3d at 843; *Veach*, 599 P.2d at 527 (no presumption that quitclaim deed conveyed fee simple). A failure to use the statutory warranty deed form, however, does not necessarily mean that the parties did not intend to convey a fee simple. The court must consider whether other factors indicate that the parties intended a fee simple.

^[13] ^[14] Another factor on which the *Brown* court focused was if and how the deed uses the term "right of way." The court noted that use of the term in the granting clause as a limitation or to specify the purpose of the grant generally creates only an easement. *Brown*, 924 P.2d at 913. The term "right of way," however, can have two purposes: "(1) to qualify or limit the interest granted in a deed to the right to pass over a tract of land (an easement), or (2) to describe the strip of land being conveyed to a railroad for the purpose of constructing a railway." *Id.* at 914.

In *Brown*, the term "right of way" appeared only in each deed's legal description or in the description of the railroad's obligations, instead of in the granting or habendum clauses. The court concluded that "used in this manner, 'right of way' merely describes a strip of land acquired *1086 for rail lines." *Brown*, 924 P.2d at 914. Since the term did not qualify or limit the interest expressly conveyed in the granting and habendum clauses of the deeds at issue, the court concluded it did not indicate an intent to grant an easement only.¹⁰

Here the term "right of way" appears in the granting clause as well as in the legal description.¹¹ In this sense, the Hilchkanum deed suggests a possible intent to create only an easement in a way the deeds at issue in *Brown* did not. However, neither the granting nor the habendum clauses contains language clearly limiting the use of the land to a specific purpose. In virtually all cases where

Washington courts have found only an easement, the granting or the habendum clauses contained such language. See *Swan v. O'Leary*, 37 Wash.2d 533, 225 P.2d 199, 199 (Wash.1950) (granting premises "for the purpose of a Railroad right-of-way"); *Morsbach v. Thurston County*, 152 Wash. 562, 278 P. 686, 687 (Wash.1929) (conveying a "right of way for the construction of said company's railroad"); *Pacific Iron Works v. Bryant Lumber & Shingle Mill Co.*, 60 Wash. 502, 111 P. 578 (Wash.1910) (holding that deed providing "to have and to hold the said premises ... for railway purposes, but if it should cease to be used for a railway the said premises shall revert to said grantors" granted easement); *Reichenbach v. Washington Short Line Ry. Co.*, 10 Wash. 357, 38 P. 1126 (Wash.1894) (construing deed which provided "so long as the same shall be used for the operation of a railroad" as an easement); *King County v. Squire Inv. Co.*, 59 Wash.App. 888, 801 P.2d 1022, 1022 (Wash.Ct.App.1990) (granting premises to railroad "so long as said land is used as a right-of-way by said railway Company, Expressly reserving to said grantors their heirs and assigns all their riparian rights ..."). Without such additional language, the use of the term "right of way" merely "begs the question" since a railroad could own a right of way either as an easement or in fee. *Brown*, 924 P.2d at 914.

The Hilchkanum deed contained precatory language indicating that the parties expected that the right of way would be used to construct and operate a railroad, but it did not actually condition the conveyance on such use.¹² *Brown*, 924 P.2d at 912–13. Also, in *Brown*, the court noted that identifying the general purpose of a conveyance, i.e., for railroad purposes, is not helpful in discerning intent because it does not clarify whether the right of way is an easement or a fee. *Id.* at 913.

One Washington case, *Veach*, supports the Rasmussens' contention that the mere use of the term "right of way" in the granting clause of the Hilchkanum deed, without additional language conditioning the use of the interest, creates an easement. 599 P.2d at 527. In *Veach*, the 1901 deed stated:

*1087 The said party of the first part, for and in consideration of the sum of Two Hundred and Twenty-five Dollars, ... do by these presents remise, release, and forever quit claim unto said party of the second part, and to its assigns, all that certain lot, piece or parcel of land situated in Whatcom County ... to-wit: "A right of way one hundred feet wide, being fifty feet on each side of the center line of the B.B. & Easter R.R. To have and to hold, all and singular, said premises, together with the appurtenances unto the said party of the second part, and to its assigns forever."

Id. Like the Hilchkanum deed, the language in the *Veach* deed did not expressly limit the use to a particular purpose. However, the district court distinguished *Veach* on the basis of other language in the Hilchkanum deed and extrinsic evidence indicating an intent to convey a fee simple estate, neither of which was present in *Veach*. *Rasmussen*, 143 F.Supp.2d at 1230 n. 4.

First, the district court compared the Hilchkanum deed's language granting an interest in the strip of land with its language granting the Railway the right to enter the adjacent land to cut trees:

The deed grants a "strip" of land described in metes and bounds rather than merely a right "over" the land (as it does with the tree-cutting grant). The deed uses the word "convey" when granting the strip, which is associated with fee transfers (notably, "convey" is absent in the tree-cutting grant). See *Hanson*, 208 P.2d at 119.

Id. We agree with the district court that these factors indicate that Hilchkanum intended to convey a fee simple interest in the strip of land described. Furthermore, the fact that he explicitly limited the purpose of the Railway's right to enter the adjacent land demonstrates that he was aware of the distinction between an easement and a fee simple conveyance.¹³

[5] The district court also looked to the behavior of the parties after the execution of the deed to the Railway, which bolsters the conclusion that the deed conveyed the right of way in fee. *Rasmussen*, 143 F.Supp.2d at 1230. Some of the deeds that the Hilchkanums subsequently used to convey the rest of their property explicitly excepted the strip of land belonging to the Railway. The deeds conveyed the surrounding property "less (3) acres right of way of Rail Road." By excepting the right of way in terms of acres of land, the conveyances betray an understanding that the Railway owned the strip of land and did not merely have a right to enter the strip.

The Rasmussens point out that the Hilchkanums did not mention the railroad right of way in the deed conveying lot 2, which is where most of the strip to which the Rasmussens lay claim is located. However, this does not bring into dispute the fact that the Hilchkanums intended a fee simple. Had they used other language in conveying lot 2 that recognized the Railway's right of way as only an easement, then a factual finding reconciling the contradictory positions might be necessary. *1088 But the

total failure to except the land subject to the right of way in the lot 2 deed is not significantly probative of whether or not the parties intended to convey a fee simple estate. *Addisu v. Fred Meyer, Inc.*, 198 F.3d 1130, 1134 (9th Cir.2000) (noting that a scintilla of evidence or evidence that is not significantly probative does not present a genuine issue of material fact).

^[15] Finally, the district court properly looked to the circumstances surrounding the execution of the Hilchkanum deed and concluded that they confirmed the parties' intent to convey a fee simple estate. *Rasmussen*, 143 F.Supp.2d at 1230. Deeds to the Railway from other landowners executed in the same year as the Hilchkanum deed used the same form but contained additional language explicitly restricting the grant to railroad purposes and providing that the interest would revert to the grantor if the railroad ceased to operate. See *Squire*, 801 P.2d at 1023; *Northlake Marine Works, Inc. v. City of Seattle*, 70 Wash.App. 491, 857 P.2d 283, 286–87 (Wash.Ct.App.1993). The differences in these deeds reflected the common practice of the railroads of using fee simple form deeds and adding language to include limitations requested by landowners. See Danaya C. Wright & Jeffrey M. Hester, *Pipes, Wires, and Bicycles: Rails-to-Trails, Utility Licenses, and the Shifting Scope of Railroad Easements From the Nineteenth to the Twenty-First Century*, 27 Ecology L.Q. 351, 378 (2000). The deed in question here suggests that the Hilchkanums requested no such limitations.

In conclusion, “[t]he language of the deed, the behavior of the parties, and the circumstances converge to show the Hilchkanums’ intent to convey a fee simple.” *Rasmussen*, 143 F.Supp.2d at 1230–31. The underlying facts are undisputed, and, viewing these facts in the light most favorable to the Rasmussens, as we must on summary judgment, we conclude that King County, as the Railway’s successor, possesses a fee simple in the strip of land.¹⁴ We, therefore, affirm the district court’s summary judgment in favor of King County.

V.

Counterclaims

^[16] ^[17] The district court dismissed all of the Rasmussens’ counter-claims either for failure to state a claim under *Federal Rule of Civil Procedure* 12(b)(6) or for lack of subject matter jurisdiction under *Federal Rule of Civil*

Procedure 12(b)(1). We review these dismissals *de novo*, see *Zimmerman v. City of Oakland*, 255 F.3d 734, 737 (9th Cir.2001) (reviewing 12(b)(6) dismissal *de novo*); *La Reunion Francaise SA v. Barnes*, 247 F.3d 1022, 1024 (9th Cir.2001) (reviewing 12(b)(1) dismissal *de novo*), and we affirm.

A. Takings

^[18] The Rasmussens argue that they are entitled to just compensation for the *1089 taking of their land by the government under the state constitution and the Fifth Amendment. See *Wash. Const., Art. 1, § 16*. Their takings claim requires a finding that the Rasmussens own the strip of land. Because King County owns the strip of land in fee simple, the Rasmussens’ land was not taken, and they can state no claim for which relief can be granted.

B. Spur Line Arguments

^[19] The Rasmussens argue that King County’s title to the right of way is invalid because the STB lacked subject matter jurisdiction to order interim trail use over the railroad right of way. They claim the rail line in question is a spur line over which the STB has no jurisdiction. As the district court wrote, “[b]y challenging the STB proceedings, the Rasmussens are asking the court to reverse an STB order.” The courts of appeals have exclusive jurisdiction over any proceeding “to enjoin or suspend, in whole or in part, a rule, regulation, or order of the STB....” 28 U.S.C. § 2321(a); *Dave v. Rails-to-Trails Conservancy*, 79 F.3d 940, 942 (9th Cir.1996) (finding that district court has no jurisdiction to hear claims that have the practical effect of seeking review of an ICC (now STB) order).

No authority supports the Rasmussens’ proposition that, in spite of 28 U.S.C. § 2321, the district court had jurisdiction to consider the subject matter jurisdiction of the STB. The Rasmussens cite *Powelson v. United States*, 150 F.3d 1103, 1105 (9th Cir.1998), which holds that a statute may create subject matter jurisdiction yet not waive sovereign immunity. They then argue that, because it is not clear whether Congress has waived sovereign immunity of the STB deliberations, there must be subject matter jurisdiction. This argument has no merit. The non-waiver of sovereign immunity does not supply subject matter jurisdiction.

The Rasmussens also rely on 28 U.S.C. § 1336(b), which allows a district court to refer a question or issue to the STB and to exercise “exclusive jurisdiction of a civil action to enforce, enjoin, set aside, annul, or suspend, in

whole or in part, any order of the STB arising out of such referral.” This case involves no such referral, and § 1336(b) does not give the district court any power to refer a question that challenges the STB’s jurisdiction to issue an order that it has already issued. The STB implicitly has answered this question by asserting jurisdiction over the rail line; judicial review of the order must be obtained directly from a court of appeals as provided by 28 U.S.C. § 2321(a).

C. First Amendment

^[20] The Rasmussens contend that their First Amendment right to petition the government for redress has been violated because King County refused to communicate with them. In the Rasmussens’ Answer and Counterclaim and in their briefing to the district court, the Rasmussens also argued that King County had violated their right to free speech. They argued that a letter from King County officials threatening to bring criminal harassment charges against Mr. Rasmussen constituted an impermissible prior restraint on his ability to say that “he shall defend his life and his property, and that he shall arm himself.” The letter apparently arose after Mr. Rasmussen threatened county employees who entered the railroad right of way bisecting his land. The Rasmussens now focus only on their right to petition the government for redress of grievances.

^[21] Counties are liable for constitutional violations under § 1983 only if the individual officer who committed the violation was acting pursuant to a local policy, practice or custom. *Monell v. Dep’t of Soc. Serv.*, 436 U.S. 658, 98 S.Ct. 2018, 56 L.Ed.2d 611 (1978). The Rasmussens have failed to allege any local policy, practice or custom here. They attempt no response to this argument in their briefing to this court. The First Amendment claim was properly dismissed for failure to state a claim.

D. Second Amendment

^[22] John Rasmussen contends that King County violated his Second Amendment right to bear arms when it obtained an order prohibiting Rasmussen from possessing a gun. This claim must fail for the same reason the First Amendment claim fails—the failure to allege that the violation occurred pursuant to a county custom or practice. *Id.*

E. Fourteenth Amendment Due Process and Eminent

Domain

^[23] The Rasmussens argue that they have lost their property right in the railroad right of way without due process of law and that their property has been condemned by the government. They also claim that King County owes them compensation for the wrongful exercise of the federal government’s power of eminent domain through the STB. These claims presume that the Rasmussens held a reversionary interest in the right of way because the original deed conveyed only an easement. Because we affirm the district court’s holding that the original deed conveyed a fee simple, the Rasmussens have no rights in the subject property on which to base a due process or eminent domain claim. The district court properly dismissed these claims.

F. Violations of Local Ordinances

The Rasmussens contend that King County violated various local ordinances in using the railroad right of way. These claims do not appear in the Rasmussens’ Answer, Affirmative Defenses and Counterclaims. The Rasmussens never amended their counterclaims to include these new claims. The district court did not consider them. Neither will we.

VI.

CONCLUSION

We affirm summary judgment in favor of King County because there are no genuine issues of fact that disparage King County’s claim to a fee simple estate in the strip of land formerly used as a railroad right of way. Further, the district court properly dismissed the Rasmussens’ counterclaims under [Federal Rule of Civil Procedure 12\(b\)](#).

AFFIRMED.

All Citations

299 F.3d 1077, 02 Cal. Daily Op. Serv. 7242, 2002 Daily Journal D.A.R. 9108

Footnotes

- 1 The Honorable Mary H. Murguia, United States District Court Judge for the District of Arizona, sitting by designation.
- 2 To the extent a portion of the right of way bisects lot 5, that portion is not at issue in this quiet title action. King County bases its claim on the Hilchkanum deed conveying a right of way bisecting lots 1, 2, and 3 to the Railway. The County presented no deed conveying a right of way across lot 5 to the Railway.
- 3 The Rasmussens contend that King County has not provided evidence that it has an interest in a significant portion of the strip of land bisecting the Rasmussens' property. They claim that the only evidence provided by the County is a title insurance document that refers solely to the portion of the strip on Government Lot 3; only 3% of the subject strip is on Government Lot 3. However, King County has also provided the quitclaim deed by which TLC transferred its interest to King County. This deed indicates that the portion of the strip on Government Lot 2 was also conveyed; the Rasmussens assert that 96% of the strip lies on Government Lot 2. Thus, King County has submitted undisputed evidence that it has an interest in the subject property.
- 4 The Rasmussens claim that their failure to obtain prior approval to file over-length briefs was due to a miscommunication with the district court's law clerk. However, Rule 7 unambiguously requires prior approval to file briefs exceeding the page limitations set forth in the rule.
- 5 The Act provides that:
[A]ny person who has already settled or hereafter may settle on the public lands of the United States, either by pre-emption, or by virtue of the homestead law or any amendments thereto, shall have the right to transfer by warranty, against his or her own acts, any portion of his or her said pre-emption or homestead for church, cemetery, or school purposes, or for the *right of way of railroads* across such pre-emption or homestead, and the transfer for such public purposes shall in no way vitiate the right to complete and perfect the title to their pre-emptions or homesteads.
Act of March 3, 1873, ch. 266, 17 Stat. 602 (1873) (emphasis added). This statute remains on the books, in slightly altered form, at [43 U.S.C. § 174](#).
- 6 A finding of ambiguity in the language of the deed is not required to consider extrinsic evidence of the surrounding circumstances and the subsequent conduct of the parties. [Brown](#), 924 P.2d at 912; [Roeder Co. v. K & E Moving & Storage Co.](#), 102 Wash.App. 49, 4 P.3d 839, 841 (Wash.Ct.App.2000).
- 7 The *Brown* court examined deeds created from 1906 to 1910.
- 8 The Washington courts in recent years have not given much weight to the amount of consideration in determining the intent of the parties, particularly if the record does not establish the consideration typically paid for easements as opposed to fee simple estates. For example, the *Brown* court did not give this factor much weight because it could not be ascertained from the record whether the consideration paid for the conveyances represented the value of an easement or a fee simple. [Brown](#), 924 P.2d at 914. Likewise, in [Roeder](#), 4 P.3d at 842, the Washington Court of Appeals noted that the fact that nominal consideration was paid did not reveal much because railroads paid significant amounts for both easements and fee simple purchases. In this case, the Hilchkanums received no monetary consideration for the conveyance to the railroad. However, like the nominal consideration in *Roeder*, the lack of monetary consideration here reveals little about the Hilchkanums' intent. Both an easement and a fee simple would have had monetary value, but the Hilchkanums declined to require any payment.
- 9 [Washington Revised Code § 64.04.030](#) states that every deed that follows the statutory warranty deed form "shall be deemed and held a conveyance in fee simple to the grantee, his heirs, and assigns...." This rule originated in 1886. [Roeder](#), 4 P.3d at 841 n. 8.
- 10 In a previous case, the Washington Supreme Court had held that the legal description of the interest conveyed is part of the granting clause. [Veach](#), 599 P.2d at 527. But *Brown* distinguished the language used in the legal description from the language used in the granting clause. [Brown](#), 924 P.2d at 914.
- 11 The Hilchkanum deed is also captioned as a "Right of Way Deed." However, the *Brown* court rejected the contention that use of the term "right of way" in the caption would preclude a holding that a deed conveyed a fee simple interest. [Brown](#), 924 P.2d at 915.

- 12 The deed provided: “*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....” DeGoojer Decl. Ex. 1 (emphasis added).
- 13 The Rasmussens provided evidence to the district court that Hilchkanum could not read or write the English language, suggesting that he was not aware of the wording in the deed and its effect. While the district court struck this argument from their response brief, the evidence itself was not struck. We have considered the evidence since it is part of the district court record. Nevertheless, the evidence indicates that Hilchkanum relied on friends in transacting his business. With the help of his friends, he was able to comply with the Homestead Act and make numerous conveyances of property. There is no evidence that his friends did not assist him with the transaction with the Railway such that he understood the deed’s language and could reflect his intent therein.
- 14 The Rasmussens argue that the Hilchkanum deed incorrectly describes the boundaries of the right of way on which the railroad tracks lie. This does not alter King County’s right to the strip of land in question. According to *DD & L, Inc. v. Burgess*, 51 Wash.App. 329, 753 P.2d 561, 564 (Wash.Ct.App.1988), “[t]hrough the monument referred to in a deed does not actually exist at the time the deed was drafted, but is afterward erected by the parties with the intention that it shall conform to the deed, it will control.” The Hilchkanum deed describes the location of the railroad right of way by referring to railroad tracks not yet erected but which were erected with the intention that the location of the tracks would conform to the deed. Thus, the location of the tracks bisecting the Rasmussens’ property controls.

EXHIBIT 6

 KeyCite Yellow Flag - Negative Treatment
Declined to Follow by [Haggart v. United States](#), Fed.Cl.,
December 18, 2012

120 Wash.App. 564
Court of Appeals of Washington,
Division 1.

Gerald L. RAY and Kathryn B. Ray, husband and
wife, Appellants,

v.

KING COUNTY, a political subdivision,
Respondent.

No. 50105-4-I.

March 15, 2004.

Synopsis

Background: Landowners, as successors in interest to grantors who conveyed an interest by deed to railway in 1887, brought an action to quiet title against county, as railway's successor in interest, to determine whether the deed conveyed fee title or an easement with regard to a 100-foot-wide strip of land. County counterclaimed, and on cross motions for summary judgment, the Superior Court, King County, [Catherine Shaffer, J.](#), quieted title in the county. Landowners appealed.

Holdings: The Court of Appeals, [Cox](#), Acting C.J., held that:

^[1] deed conveyed fee title rather than an easement, and

^[2] the fact that railroad tracks were not placed within area described in deed did not divest railway of the interest conveyed by deed.

Affirmed.

[Baker, J.](#), dissented and filed an opinion.

West Headnotes (14)

^[1] **Quieting Title**
🔑Necessity of Having Title or Interest

A party seeking to quiet title must succeed on the strength of his or her own title, not on the weakness of the other party's title.

1 Cases that cite this headnote

^[2] **Railroads**
🔑Title, Estate, or Interest Acquired

Where a deed conveys a right of way to a railroad, the conveyance may be in fee simple or may be an easement only.

6 Cases that cite this headnote

^[3] **Railroads**
🔑Title, Estate, or Interest Acquired

The interpretation of whether a deed conveying a right of way to a railroad results in a conveyance in fee simple or an easement only is a mixed question of fact and law; it is a factual question to determine the intent of the parties, and courts must then apply the rules of law to determine the legal consequences of that intent.

6 Cases that cite this headnote

^[4] **Easements**
🔑Nature and Elements of Right

Whether a conveyance is one of fee title or an easement is a conclusion of law as to the effect of a deed.

Cases that cite this headnote

^[5] **Railroads**

🔑 [Conveyances to or for Railroad Company Railroads](#)
🔑 [Title, Estate, or Interest Acquired](#)

When construing a deed that conveys a right of way to a railroad, the following factors are used for determining intent of the parties: (1) whether the deed conveyed a strip of land, and did not contain additional language relating to the use or purpose to which the land was to be put, or in other ways limiting the estate conveyed; (2) whether the deed conveyed a strip of land and limited its use to a specific purpose; (3) whether the deed conveyed a right of way over a tract of land, rather than a strip thereof; (4) whether the deed granted only the privilege of constructing, operating, or maintaining a railroad over the land; (5) whether the deed contained a clause providing that if the railroad ceased to operate, the land conveyed would revert to the grantor; (6) whether the consideration expressed was substantial or nominal; and (7) whether the conveyance did or did not contain a habendum clause, and many other considerations suggested by the language of the particular deed.

[2 Cases that cite this headnote](#)

[6] **Railroads**
🔑 [Conveyances to or for Railroad Company Railroads](#)
🔑 [Title, Estate, or Interest Acquired](#)

When construing a deed that conveys a right of way to a railroad, in addition to the language of the deed, courts also look at the circumstances surrounding the deed’s execution and the subsequent conduct of the parties.

[2 Cases that cite this headnote](#)

[7] **Railroads**
🔑 [Title, Estate, or Interest Acquired](#)

An 1887 deed to a railway conveyed fee title rather than an easement, as demonstrated by the language of the deed, the circumstances

surrounding the deed’s execution, and subsequent conduct of the parties; actual language of the deed conveyed a right of way “strip” of land so as to suggest a fee rather than an easement, the deed did not expressly restrict how the right of way was to be used, a clear distinction existed between this unrestricted right of way and a more limited right to cut trees on land adjacent to the strip that constituted an easement, and subsequent deeds by grantors excluded the previously conveyed right of way.

[5 Cases that cite this headnote](#)

[8] **Deeds**
🔑 [Fee Simple](#)

Where a statutory warranty form deed is used and the granting clause conveyed a definite strip of land, the court will conclude that the grantor intended to convey fee simple title unless additional language in the deed clearly and expressly showed otherwise.

[3 Cases that cite this headnote](#)

[9] **Deeds**
🔑 [Limitations Inconsistent with Grant of Fee in General](#)

When a deed conveys a strip of land and there is no language relating to the purpose of the grant or limiting the estate conveyed, courts will construe the deed to convey fee simple title.

[2 Cases that cite this headnote](#)

[10] **Deeds**
🔑 [Intention of Parties](#)
Deeds
🔑 [Creation by Deed in General](#)

When the court remains in doubt as to the parties’ intent or as to the quantum of interests

conveyed in a deed, the deed will be construed against the grantor.

[1 Cases that cite this headnote](#)

[11]

Deeds

☞ Nature and Creation of Exceptions

The term “except” is generally meant to exclude the described property in a deed; an “exception” is properly the withdrawing of some part of a parcel of land from the conveyance.

[2 Cases that cite this headnote](#)

[12]

Railroads

☞ Title, Estate, or Interest Acquired

The fact that railroad tracks were not placed within the area described in an 1887 deed conveying a 100-foot-wide right of way strip of land to a railway did not divest the railway of the interest conveyed by that deed; the railroad tracks, as constructed, constituted a monument that the deed referred to as the location of the centerline of the right of way conveyed on the deed, and the monument controlled over the conflicting distance calls in the deed, so that the strip of land conveyed in the deed was centered on the railroad tracks.

[1 Cases that cite this headnote](#)

[13]

Boundaries

☞ Natural and Permanent Objects

Boundaries

☞ Artificial Monuments and Marks

The term “monument” means a permanent natural or artificial object on the ground which helps establish the location of the boundary line called for.

[1 Cases that cite this headnote](#)

[14]

Boundaries

☞ Control of Natural Objects and Monuments Over Other Elements in General

If the description in a deed of land is fixed by ascertainable monuments and by courses and distances, the general rule is that the monuments will control the courses and distances if they are inconsistent with the monument calls.

[1 Cases that cite this headnote](#)

Attorneys and Law Firms

****184 *568 John Maurice Groen**, Groen Stephens & Klinge LLP, Bellevue, WA, for Appellants.

Scott David Johnson, King County Administration Building, Seattle, WA, for Respondent.

Kristopher Ian Tefft, Olympia, WA, for Amicus Curiae (Building Industry Assn. of Washington).

Opinion

COX, A.C.J.

This quiet title action presents two questions. First, did an 1887 deed to a railroad convey fee title or an easement? Second, did events subsequent to that conveyance divest the railroad of the interest conveyed by that deed?

We hold that Bill Hilchkanum and Mary Hilchkanum, grantors, conveyed fee title by deed dated May 9, 1887 to the Seattle Lake Shore and Eastern Railway (“the Railway”). ****185** We also hold that the location of the railroad tracks, as constructed, controls as a monument. Although the legal description of the location of that monument varies from the legal description of the right of way in the May 9, 1887 deed, there was no abandonment that divested the Railway of its fee title interest in the disputed strip. Accordingly, we affirm the summary judgment quieting title in King County, a successor in interest to the Railway.

***569** The facts are largely undisputed.¹ Gerald and Kathryn Ray own lakefront property near the eastern shore of Lake Sammamish in King County, Washington. The Rays are successors in interest to property formerly owned by Bill Hilchkanum and Mary Hilchkanum, husband and wife. The Rays acquired their interest by virtue of conveyances following the Hilchkanums' May 9, 1887 deed that is the focus of our inquiry in this case.² Likewise, King County is a successor in interest to the estate the Hilchkanums conveyed to the Railway by that deed.³

The basic dispute between the parties centers on their conflicting claims of ownership of the 100-foot-wide strip of land that the Hilchkanums conveyed in their May 9, 1887 deed to the Railway. The strip is adjacent to the property on which the Rays reside.

This strip of land is one segment of the East Lake Sammamish ("ELS") Corridor,⁴ which runs near the eastern shore of Lake Sammamish. For most of the last century, the ELS Corridor was known as "Northern Pacific Railroad Right of Way" because Northern Pacific acquired ownership from the Seattle Lake Shore and Eastern Railway.⁵ Burlington Northern and The Land Conservancy of Seattle were successors in interest to Northern Pacific to the strip and predecessors in interest to King County for that property.⁶

In 1998, the County purchased roughly 11 miles of the ELS Corridor from The Land Conservancy. The purchase ***570** included the property the Hilchkanums conveyed in their May 1887 deed.⁷

The Rays argue that the May 9, 1887 deed conveyed an easement only to the Railway, not fee title. They also claim that the subsequent construction of the railway line in early 1888 in a location that varied from the legal description of the right of way set forth in the May 1887 deed constituted an abandonment of the estate conveyed in the deed. For these reasons, they claim title to the strip of land vests in them.

King County disputes the Rays' claim to ownership of the strip. The County maintains that the May 9, 1887 deed, properly construed, conveyed to the Railway an estate in **Bill Hilchkanum and wife)**

fee title to the strip of land. The County further maintains that subsequent construction of the railway line between January and April 1888⁸ established a monument as the centerline of the 100-foot strip described in the deed. Finally, the County argues that it acquired fee title to that 100-foot wide strip of land as a successor in interest to the Railway, the grantee under the May 1887 deed.

The Rays commenced this quiet title action to enforce their ownership claim, and King County counterclaimed to enforce its position. On cross motions for summary judgment, the trial court quieted title in the County, confirming that the May 1887 deed conveyed fee title, not an easement. The trial court further decided that the railroad line, as built, established the monument defining the property the original grantors intended to convey by virtue of the May 1887 deed.

The Rays appeal.

****186 *571 CONVEYANCE: FEE SIMPLE TITLE OR EASEMENT?**

[1] [2] [3] [4] Our review of the grant of summary judgment below is governed by the usual standards: whether there are genuine issues of material fact and the moving party is entitled to judgment as a matter of law.⁹ A party seeking to quiet title "must succeed on the strength of his or her own title, not on the weakness of the other party's title."¹⁰ Where a deed conveys a right of way to a railroad, the conveyance may be in fee simple or may be an easement only.¹¹ The interpretation of such a deed is a mixed question of fact and law.¹² It is a factual question to determine the intent of the parties.¹³ Courts must then apply the rules of law to determine the legal consequences of that intent.¹⁴ Whether a conveyance is one of fee title or an easement is a conclusion of law as to the effect of a deed.¹⁵

The Hilchkanum deed is entirely handwritten, and states in relevant part:

to) Right of Way Deed

S.L.S. and E.R.Y. Co.)

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

Lots one (1) two (2) and three (3) in section six (6) township 24 North of range six (6) East.

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.

Commencing at a point 410 feet West from North East corner of Section six (6) township 24 N R 6 East and running thence on a one (1) degree curve to the left for 753 3/10 feet thence South 16 degrees and 34 minutes West 774 2/10 feet thence with a 3 degree curve to the right for 700 feet thence with an 8 degree curve to the right for 260 4/10 feet thence South 58 degrees and 24 minutes West 259 6/10 feet thence with an 8° curve to the left for 564 4/10 feet thence South 13° 15' W 341 4/10 feet thence with a 6° curve to the right for 383 3/10 feet thence S 36° 15 W 150 feet to South boundary of lot 3 of said Sec 6 which point is 1320 feet North and 2170 feet west from SE corner of said Sec 6

And the said Seattle Lake Shore and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a 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 put their hands and seals this 9th day of May AD 1887

Signed Sealed and delivered

in presence of Bill (his X mark) Hilchkanum =seal=

BJ Tallman

DJ Denny Mary (her X mark) Hilchkanum =seal=

[16]

****187** In *Brown v. State*, our supreme court most recently articulated the principles governing resolution of the ***573** mixed questions of fact and law before us. There, the court resolved a dispute between property owners abutting the railroad right of way, who claimed reversionary interests in it, and the State, which purchased the right of way from a successor in interest to the original grantees of the strip under some 37 deeds. The deeds, which were dated between 1906 and 1910,¹⁷ were on preprinted forms with blank lines containing handwritten descriptions of the specific properties conveyed.¹⁸ The court ultimately held that the deeds conveyed fee simple title because they were “in statutory warranty form, expressly convey fee simple title, and

contain no express or clear limitation or qualification otherwise.”¹⁹

[5] [6] The court began its analysis by noting that the decisions dealing with conveyancing of rights of way to railroads in various jurisdictions “are in considerable disarray” and “turn on a case-by-case examination of each deed.”²⁰ In Washington, the general rule is that when construing a deed, “the intent of the parties is of paramount importance and the court’s duty to ascertain and enforce.”²¹ The court then identified the following factors for determining intent:

(1) whether the deed conveyed a strip of land, and did not contain additional language relating to the use or purpose to which the land was to be put, or in other ways limiting the estate conveyed; (2) whether the deed conveyed a strip of land and limited its use to a specific purpose; (3) whether the deed conveyed a right of way over a tract of land, rather than a strip thereof; (4) whether the deed granted only the privilege of constructing, operating, or maintaining a railroad over the land; (5) whether the deed contained a clause providing that if the railroad ceased to operate, the land conveyed would revert to the grantor; (6) whether the consideration expressed was *574 substantial or nominal; and (7) whether the conveyance did or did not contain a habendum clause, and many other considerations suggested by the language of the particular deed. In addition to the language of the deed, we will also look at the circumstances surrounding the deed's execution and the subsequent conduct of the parties.^[22]

The court also noted the special significance that has been accorded the term "right of way" in Washington deeds:

In *Roeder*, for example, one of the deeds provided, in part, the grantor: "conveys and warrants unto Bellingham and Northern Railway Company ... for all railroad and other right of way purposes, certain tracts and parcels of land...." Recognizing a railroad can hold rights of way in fee simple or as easements, we held the deed granted an easement based on the specifically declared purpose that the grant was a right of way for railroad purposes, and there was no persuasive evidence of intent to the contrary. We reached the same result in *Morsbach v. Thurston County*, 152 Wash. 562, 564, 278 P. 686 (1929) (deed granted "the right-of-way for the construction of said company's railroad in and over ..."); *Swan*, 37 Wash.2d at 534, 225 P.2d 199 (granted property "for the purpose of a Railroad right-of-way ..."); *Veach*, 92 Wash.2d at 572, 599 P.2d 526 (granted "[a] right-of-way one hundred feet wide ..."). See also *Reichenbach v. Washington Short-Line Ry. Co.*, 10 Wash. 357, 358, 38 P. 1126 (1894) ("so long as the same shall be used for the operation of a railroad" **188 construed as granting easement); *Pacific Iron Works v. Bryant Lumber & Shingle Mill Co.*, 60 Wash. 502, 505, 111 P. 578 (1910) (deed providing "to have and to hold the said premises ... for railway purposes, but if it should cease to be used for a railway the said premises shall revert to said grantors" grants easement not determinable fee); *King County v. Squire Inv. Co.*, 59 Wash.App. 888, 890, 801 P.2d 1022 (1990) ("grant and convey ... a right-of-way.... To Have and to Hold ... so long as said land is used as a right-of-way ..." grants easement), *review denied*, 116 Wash.2d 1021, 811 P.2d 219 (1991).^[23]

^[7] ^[8] We begin our analysis of the Hilchkanum deed by determining its form. In *Brown*, the court emphasized the *575 grantors' use of the statutory warranty form of deed.²⁴ Where such a statutory deed is used and the granting clause conveyed a definite strip of land, the court will conclude that the grantor intended to convey fee simple title unless additional language in the deed clearly and expressly showed otherwise.²⁵

At the time of the May 9, 1887 conveyance, there were three statutory forms of deed: warranty, bargain and sale, and quit claim deed.²⁶ Comparison of the language of the deed, which states in relevant part that the Hilchkanums "hereby **donate, grant and convey**" their property, with the statute then in effect shows that their deed is not substantially in the form of either a statutory warranty deed or a *576 bargain and sale deed.²⁷ Consequently, no presumption arises that the deed conveyed fee simple title.²⁸ But, as the *Brown* court also indicated, determining the form of the deed does not end the analysis of intent.

We next focus on the actual language of the deed. The Rays argue that the Hilchkanum deed did not convey "land," but rather only a "right of way."²⁹ According to the Rays, the use of the latter term "invariably" means the grantors conveyed a mere easement.³⁰ We disagree.

**189 The granting provisions of the Hilchkanums' deed characterize the conveyed property first as a "right of way one hundred (100) feet in width *through* " [the Hilchkanums'] *lands*," and the property conveyed as a "right of way *strip*."³¹ The substance of this language is that the subject of the conveyance is a strip of land, not just the grant of some interest "over" the land, as the Rays state. Language conveying a strip of land suggests a fee, not a mere easement.³²

^[9] The Rays' argument that the use of the term "right of way" invariably means that only an easement is conveyed is overly simplistic. In Washington, as the *Brown* court observed, the use of that term as a limitation or to specify the purpose of the grant *generally* creates only an *577 easement.³³ Conversely, where there is no language relating to the purpose of the grant or limiting the estate conveyed, and the deed conveys a strip of land, courts will construe the deed to convey fee simple title.³⁴ In *Brown*, it was undisputed that the railroad had acquired its interest in the property under the deeds for railroad purposes. But significantly, the court went on to state:

Identifying the purpose of the conveyance, however, does not resolve the issue at hand because a railroad can own rights of way in fee simple or as easements.

Rather than identifying the purpose of the conveyances, we must conduct a deed-by-deed analysis to ascertain whether the parties clearly and expressly limited or qualified the interest granted, considering the express language, the form of the instrument, and the surrounding circumstances.^[35]

A careful comparison of the express language in the Hilchkanum deed with the language in deeds the courts have examined in other reported cases arising in this jurisdiction reveals few similarities. Only *King County v. Squire*³⁶ and *King County v. Rasmussen*³⁷ contain language involving a right of way that is substantially similar to that in the deed before us. For the reasons we discuss later in this opinion, *Squire* is not controlling, merely instructive. And *Rasmussen*, which construed the same deed now before this court, is consistent with *Brown* and the analysis and conclusions of this opinion.

***578** In *Veach v. Culp*,³⁸ the court construed language in the relevant portion of the deed, but did not consider the full range of factors that the supreme court in *Brown* later articulated for characterizing the nature of the interest conveyed. Thus, we do not read *Veach* as broadly as do the Rays.

In short, as the *Brown* court states, a narrow focus on the term “right of way simply begs the question of what interest [the railroad] acquired, because a railroad can own rights of way in fee simple if that is what the deed conveyed.”³⁹ Recognizing that the use of the term does not end the analysis, we therefore examine further the factors guiding determination of intent so that we may properly characterize the nature of the interest conveyed.

The first few factors stated in *Brown* require consideration of whether the deed conveyed ****190** a strip of land and whether additional language limited the use of the land or the estate conveyed.⁴⁰ As we have already observed, the Hilchkanum deed conveyed a strip of land. Whether language in the deed limited the use of the land is the question. The language of the deed grants a right of way to the Railway without expressly *restricting* how that right of way was to be used.

Turning to the fourth factor, we note that nothing in the language of the Hilchkanum deed limits the grant to the “privilege of constructing, operating, or maintaining a railroad ***579** over the land.”⁴¹ Rather, the granting clause expressly conveys “a right of way one hundred (100) feet in width through our lands,” without any limitations of the type expressed in the fourth factor. This language is most consistent with the grant of fee title, not an easement.

Factor five examines whether or not a reverter clause is

contained in the deed.⁴² Presumably, the existence of such a clause suggests an easement was intended.⁴³ Here, there is no reverter clause. Rather, other language in the deed indicates that the conveyance is without any reservation of any estate in the Hilchkanums.⁴⁴

Factor six requires consideration of whether the expressed consideration for the conveyance is substantial or nominal. Here, the Hilchkanums described the consideration as “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.” This statement provides no information on whether the consideration is substantial or nominal. Thus, this factor is neutral.

Factor seven requires consideration of the existence and content of a habendum clause.⁴⁵ Here, there is such a clause, which states “To have and to hold the said premises ***580** with the appurtenances unto [the Railway] and to its successors and assigns forever.” Such clarifying language does not limit the extent of the interest conveyed in the granting clause. Rather, it suggests no limitation—the grant of fee title, not merely an easement.

King County v. Squire Investment Co. illustrates the significance of the language in the habendum clause in determining whether a fee or an easement is granted in a deed conveying a right of way to a railroad. In *Squire*, the granting clause of the deed granted a “right-of-way Fifty (50) feet in width through said lands,” while the habendum clause contained a handwritten addition, “or so long as said land is used as a right-of-way by said railway Company.” While noting that the language of the granting clause could be understood to convey either a fee or an easement, this court concluded that the granting clause and habendum clause, read together, suggested that “the ‘so long as’ language was inserted by Squire to preclude the claim that he conveyed a fee simple to ****191** the railroad, particularly since the habendum clause granted the interest to the railroad and ‘to its successors and assigns forever’.”⁴⁶

In contrast, the habendum clause of the Hilchkanum deed contains no limiting language. This distinction supports the conclusion that the granting clause conveyed fee title, not, as in *Squire*, an easement.

Brown recognizes that other considerations suggested by the language of a deed may be helpful in determining whether a conveyance is in fee or merely an easement. The Hilchkanum deed contains such language in the provision following conveyance of the right of way to the Railway:

And the said Seattle Lake Shore and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a distance of two hundred (200) feet on each side thereof and cut down all trees dangerous to the operation of said road.

*581 While the parties dispute the legal effect of this language, neither side appears to disagree that the “right” to go on property *adjacent* to the right of way to cut trees is an easement, not a fee interest in that adjacent property.⁴⁷ We agree that this “dangerous trees” provision conveys an easement—the right to cut trees that endanger the operation of the railway.

Moreover, an easement to cut trees on property adjacent to the right of way is a more limited right than the interest conveyed in the right of way itself—the strip of land. The grant of the interest in the strip was to the land itself, not an interest over the land. The lack of any limitation in the use of the strip starkly contrasts with the more limited right to cut trees only on the property adjacent to the strip. The clear distinction in the extent of rights conveyed supports the conclusion that the grant of the strip of land was in fee, not an easement similar to the more limited right to cut trees on land adjacent to the strip.

We reject as unreasonable the Rays’ claim that the apparent overlap in coverage of the two provisions (both are measured from the centerline of the right of way) means that the right of way is merely an easement. This argument is based on the theory that the grant of the right to cut trees is inconsistent with the grant of a fee because the holder of a fee would not need such a grant. But the argument ignores other language in the “dangerous trees” provision that focuses on that right being granted for property *adjacent* to the right of way.

We turn next to the subsequent conduct of the parties, another factor the *Brown* court identified as indicative of intent. To the extent any uncertainty remains after consideration of the form and language of the May 1887 Hilchkanum deed, Bill Hilchkanum’s exclusion of the right *582 of way from subsequent deeds removes any doubt that the 1887 deed conveyed fee title to the Railway.⁴⁸

According to the record, the legal description of the Rays’ property is:

That portion of **Government Lot 3**,
Section 6, Township 24 North,

Range 6 East, W.M., in King County, Washington, described as follows: (metes and bounds description) ^{149]}

In 1898, Bill Hilchkanum conveyed to his then wife Annie Hilchkanum “Lot one (1) *less three (3) acres right of way of railroad* and *lot three (3) less three and 25/100 acres right of way of railroad*, and all of lot five (5)....”⁵⁰ Thus, the plain language of the 1898 deed excludes the previously conveyed right of way from the conveyance and explains why (“right of way of railroad”). The 1898 deed therefore clearly indicates that Hilchkanum’s intent in 1887 was to convey the right of way to the Railway in fee, not as an easement. And there is no question that this exclusion of the right of way from the **192 1898 deed applied to Lot 3—the property the Rays now own.

Bill Hilchkanum’s 1905 conveyance of another portion of Lot 3 to John Hirder provides further support for these conclusions. The deed describes the boundary of the property, in part, as running “thence in a Northeasterly direction *along the right of way of the Seattle Lake Shore and Eastern Railway*.”⁵¹ Hilchkanum’s exclusion of the previously conveyed right of way is consistent both with his exclusion of the same right of way in the 1898 conveyance and the prior conveyance in fee of that same right of way in the May 9, 1887 deed to the Railway. There is no other reasonable explanation for him to have excluded the right of way from subsequent conveyances. Again, there is no *583 doubt that we again deal with Lot 3—the property the Rays now own.

A third conveyance by Hilchkanum is also consistent with the view that he intended to convey fee title to the right of way to the Railway. In 1904, Bill Hilchkanum conveyed to Chris Nelson lot number one, “*less three (3) acres heretofore conveyed to the Seattle and International (sic) Railway for right of way purposes*.”⁵² Again, there is no indication in this deed that the conveyance was “subject to” the right of way, an indication that the strip of land previously conveyed was an easement. Rather, the right of way is excluded from the conveyance entirely, an indication that the strip of land was previously conveyed in fee.

We are aware that in 1890, Bill Hilchkanum conveyed all of Lot 2 to Julia Curley without any exceptions.⁵³ But because the 1890 deed contains no reference whatsoever to the right of way, it is not probative of the grantors’ intent in the 1887 deed.⁵⁴ In any event, Lot 3 is at issue in this appeal, not Lot 2, and the record before us establishes that Hilchkanum was entirely consistent in excluding the right of way and stating that no other encumbrances

affected Lot 3.

In short, the deeds subsequent to the May 1887 deed consistently demonstrate that Hilchkanum conveyed the right of way to the Railway in fee, not as an easement.

The circumstances surrounding the execution of the deed may also affect determination of original intent. The Rays make several arguments based on this factor, none of which is persuasive.

They first argue that Hilchkanum must have intended to convey an easement in the 1887 deed because conveying fee title to a portion of his unpatented homestead claim would have violated federal homestead law. We disagree.

***584** On March 3, 1873, Congress passed a law, codified at Rev. Stat. § 2288, “providing that any bona fide settler might convey by warranty against his own act ‘any part of his claim for church, school, and cemetery purposes and for a right of way for railroads.’”⁵⁵ This statute governs where, as here, the grant of a right of way relates to homestead property.

The Rays argue that the United States Supreme Court’s decision in *Great Northern Railway Company v. United States*⁵⁶ is dispositive here. But that decision interpreted a different law, the Act of March 3, 1875, which governed the grant of rights of way ****193** across *public lands* to railroads.⁵⁷ Private, not public, lands are at issue here. Thus, the United States Supreme Court’s holding in the *Great Northern* is inapplicable here.

The Rays also cite two Department of the Interior decisions, which they argue support their contention. Again, we disagree.

In the first, *South Perry Townsite v. Reed*,⁵⁸ the Department considered whether the term “for the right of way of railroads,” as used in section 2288 of the Revised Statutes, limited the size of the right of way that could be granted to the width of the track and cars, or could include “such space ***585** as is necessary for side tracks, stock yards, or other purpose incident to the proper business of a railroad as a common carrier.”⁵⁹ This issue has no relevance here.

The second Department of the Interior case, *Lawson v. Reynolds*,⁶⁰ dealt with an agreement by a homestead applicant to allow construction of an electric plant on the land she was claiming as a homestead, before perfection of her entry. The Department concluded that the agreement was “not an alienation of any part of the land, but a mere lease of a portion of the premises and the grant

of an easement” and therefore did not bar consummation of her entry.⁶¹ This decision is completely inapposite, and the Rays do not explain how it bolsters their arguments.

We conclude that neither of these decisions by a federal agency, neither of which involved the interpretation of Washington real property law, is helpful in addressing the questions before us.

The Rays also look to a dictionary definition of the term “right of way” to support their claim that the 1887 deed conveyed only an easement, not fee title. As *Brown* states, a right of way may either be in fee or an easement.⁶² Thus, a dictionary definition is neither dispositive nor particularly helpful here. Moreover, that court expressly rejected the argument that use of the term “right of way” in the caption of a deed meant that the conveyance was an easement rather than fee simple.⁶³ Thus, parsing the language either in the body of a deed or its caption and looking to a dictionary for the meaning of such language adds little, if anything, that is useful to the analysis.

***586** The Rays also speculate that the Railway prepared the May 1887 deed.⁶⁴ Thus, they argue that we should construe ambiguities in that deed language against the Railway. We decline to do so because nothing in the record supports this argument.

First, the face of the deed shows that the Hilchkanums executed the deed by making their marks, not by signing the instrument. Of course, neither party disputes that the Hilchkanums could neither read nor write.⁶⁵

While we are mindful of the undisputed evidence that the Hilchkanums could neither read nor write, we are unaware of any rule that says that one who cannot do so lacks the capacity to understand the nature and extent of his or her property or the nature of a ****194** conveyance of such property. Nothing in the record before us indicates that the Hilchkanums failed to understand what they were doing in this particular transaction, a point counsel for the Rays appeared to concede at oral argument of this case.

^[10] Second, and more importantly, examination of the deed shows that it is entirely handwritten, apparently by the same person. Both the language of the main part of the deed, as well as the acknowledgment, is in the handwriting of the notary who acknowledged the signatures of the Hilchkanums, B.J. Tallman.⁶⁶ Nothing in the record before us indicates that he was the agent of the Railway. Absent such proof, we fail to see why we should construe ambiguities in the May 1887 deed against the Railway. Rather, to the extent we were to engage in applying a rule of construction to any perceived

ambiguities in the language of the *587 Hilchkanum deed, we would construe the deed against the Hilchkanums, the grantors.⁶⁷

Third, the Rays also rely on the opinions of expert witnesses to support their position. Because courts decide the legal questions before us, not experts, we decline to give credence to these opinions.⁶⁸ Moreover, none of the designated experts to whom the Rays point has addressed the effect of the language in the very deed by which the Rays acquired title to their property:

That portion of *Government Lot 3*, Section 6, Township 24 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning on the shore of Lake Sammamish at the northwest corner of a tract of land conveyed to W.C. Dahl by Henry M. Johnson by deed dated October 6, 1931, and recorded in Volume 1588 of Deeds, page 137, under King County Recording No. 2808278, records of King County, Washington; thence running southerly along the shore line of Lake Sammamish, a distance of 300 feet to the true point of beginning;

thence southerly along said shoreline of Lake Sammamish, a distance of 125 feet;

thence east to the westerly right of way of East Lake Sammamish Place S.E. (formerly Redmond Issaquah Road);

thence northerly along said right of way to a point due east of the true point of beginning; thence due west to the true point of beginning;

EXCEPT the Northern Pacific Railway Company's right of way.⁶⁹

^[11] *588 The term "except" is generally meant to exclude the described property.⁷⁰ Here, the deed excludes the right of way at issue in this case, another indication that a successor in interest to the Hilchkanums believed that the right of way previously conveyed to the Railway was not part of the fee conveyed to the Rays. For these reasons, we do not rely on expert opinion to decide the questions before us.⁷¹

**195 The Rays also rely on a recent Division III case of this court, *Hanson Industries, Inc. v. Spokane County*.⁷² In *Hanson*, the court held that a series of 1903 and 1904 deeds conveying a right of way to a railroad and granted an easement rather than a fee simple estate. But *Hanson* is of little utility here beyond its reiteration of the principles stated in *Brown*.

First, as our supreme court explained in *Brown*, the language of the deed under scrutiny is of primary importance in determining the intent of the parties, and the cases turn on a case-by-case examination of such language. The *Hanson* court quoted little of the language of the deeds it examined. Thus, we cannot meaningfully compare the language of those deeds with the Hilchkanum deed.

Second, it is apparent from the court's analysis that the deeds in *Hanson* contained language conditioning the conveyances on the construction and operation of a railroad *589 within two years, imposing obligations on the railroad to construct and maintain farm crossings, and releasing the railroad from liability for damages caused by railroad construction.⁷³ In addition, unlike the Hilchkanum deed, the *Hanson* deeds did not describe the right of way in metes and bounds.⁷⁴ The *Hanson* court found the foregoing factors to be significant in its determination that the deeds conveyed an easement. The Hilchkanum deed contains no comparable language.

Finally, as we explained above, we find the contrast between the language in the Hilchkanum deed conveying the right of way and the language conveying the right to cut dangerous trees on land adjacent to the right of way to be compelling evidence that the first conveyed a fee interest and the second an easement. The court in *Hanson* did not discuss any similar provisions in the deeds it examined, and we presume none existed. In addition, we concluded that Bill Hilchkanum's subsequent conduct, in expressly excluding the right of way in subsequent deeds, demonstrated his intent and understanding of the May 1887 deed as a grant of a fee interest in the right of way, not an easement. The subsequent conduct of the parties in *Hanson* did not include any analogous acts.⁷⁵

In sum, *Hanson* provides no support for the Rays' claim that the Hilchkanums' 1887 deed conveyed an easement rather than a fee simple estate.

In *King County v. Rasmussen*,⁷⁶ the Ninth Circuit Court of Appeals considered the very deed that is presently before us. There, King County sued to quiet title to a 100-foot-wide strip of land that bisected John and Nancy Rasmussen's property and to obtain a declaration of its rights to use the right of way for a public trail. After applying the *Brown* factors, the Ninth Circuit Court of Appeals concluded that *590 the May 1887 deed conveyed fee title, not an easement, to the Railway. Our conclusion that the conveyance of the right of way in 1887 was in fee is consistent with the reasoning and conclusions in *Rasmussen*.

as follows, to-wit: Beginning at a point in the east line of said section 1, 1731.7 feet south 0 51' east of the northeast corner thereof ... ^[82]

ABANDONMENT

[12] Finally, the Rays argue that the deed cannot be understood to grant a right of way 100 feet wide in the location where the railroad was actually constructed because the actual location of the railroad is not the location described by the course and distance calls in the deed. Again, we disagree.

Here, the parties stipulated that the location of the railroad tracks, as constructed, “is ****196** not within the area described by the distance call stated in the Hilchkanum deed.”⁷⁷ Mike Foley, a Senior Engineer for the King County Department of Transportation, attempted to determine the location of the centerline of the right of way as described in the deed. Because the deed was difficult to read, Foley surveyed the route using three different positions. In each of these surveys, the centerline did not match the actual centerline of the tracks, as constructed.⁷⁸ The distances between the test centerlines and the actual centerline were 119, 25, and 5 feet. The majority of the first of these three centerlines, at 119 feet from the actual centerline, would be located in Lake Sammamish.⁷⁹

[13] [14] The County argues that the railroad tracks, as constructed, constitute a “monument” that determines the location of the property, which supercedes the course and distance calls outlined in the deed. “The term ‘monument’ means a permanent natural or artificial object on the ground which helps establish the location of the boundary ***591** line called for.”⁸⁰ If the description in a deed of the land is fixed by “ascertainable monuments and by courses and distances, the well-settled general rule is that the monuments will control the courses and distances if they be inconsistent with the monument calls.”⁸¹

This court considered this question in *DD & L, Inc. v. Burgess*. In that case, a dispute arose regarding the location of the northern boundary of a railroad right of way. The deed in that case described the location of the right of way as follows:

A strip of land 100 feet in width, having 50 feet of such width on each side of the center line of the main track of the Chicago, Milwaukee and Puget Sound Railway Company, as the same is now surveyed, staked out and established ...; said center line being more particularly described

Based on testimony by surveyors, the trial court found that the centerline of the railroad tracks, as constructed, was 17 feet from the distance call recited in the 1912 deed.⁸³ We held that the law and evidence supported the trial court’s conclusion that the track, as built, was the monument intended for locating the boundary established by the 1912 deed, and that, because the track location conflicted with the distance calls in the 1912 deed, and because monuments control over distance calls, a survey based exclusively on the calls and distances was erroneous.⁸⁴

In this case, the railroad tracks, as constructed, constitute a monument that the deed refers to as the location of ***592** the centerline of the right of way conveyed in the deed.⁸⁵ The description of the location of the right of way in this case is similar to that considered in *DD & L*:

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 ... which location is described as follows to wit [legal description] ^[86]

****197** Because the location of this monument conflicts with the distance calls in the deed, and because the monument controls over the distance calls, we hold that the strip of land conveyed in this deed is centered on the railroad tracks, as constructed.

The Rays argue that this case is distinguishable because the tracks in this case were built after the deed was signed. It appears from the language of the deed in *DD & L* that the tracks in that case were at least staked out when the deed was written. But this distinction is immaterial. As we noted in that case, “[t]hrough the monument referred to in a deed does not actually exist at the time the deed was drafted, but is afterward erected by the parties with the intention that it shall conform to the deed, it will control.”⁸⁷ The Rays cite no authority to the contrary. Nor do they claim any evidence of intent by the parties to place the tracks in Lake Sammamish, an unreasonable result.

The Rays argue that a Kansas case, *Aladdin Petroleum Corp. v. Gold Crown Properties, Inc.*,⁸⁸ and other cases that ***593** have relied on *Aladdin Petroleum*, support their position.⁸⁹ But these cases are entirely inapposite. Each of these cases considered the scope of the use of a right of way easement, not the location of property transferred in

fee simple by a deed. The rule quoted by the Rays, read in the contexts of these cases, is of no use to us here.

To summarize, application of the factors stated and applied by our supreme court in *Brown* supports the conclusion that the intent of the Hilchkanums and the Railway in May 1887 was to convey a fee simple interest in the strip of land right of way, not an easement. Moreover, the actual placement of the railroad tracks controls as a monument to determine the location of the right of way. Thus, the Railway did not abandon the right of way described in the deed. The trial court properly concluded that fee title vests in King County.

We affirm the summary judgment quieting title in King County.

[SCHINDLER, J.](#), concurs.

[BAKER, J.](#) (dissenting).

The majority concludes that the 1887 right of way deed between Bill Hilchkanum and Seattle Lake Shore and Eastern Railway conveyed fee title. For a number of reasons I disagree, and conclude that the deed only conveyed an easement.

First, contrary to the majority's conclusion, the evidence establishes that the handwritten deed was drafted by the railroad, and must therefore be construed against it. As King County concedes, Hilchkanum did not write the deed. Extrinsic evidence also supports concluding that the deed must be construed against the railroad. The language contained in the handwritten deed is identical to language used on pre-printed forms produced by the railroad. Hilchkanum's attorney, who signed as a witness, was an *594 owner of the railroad. The Rays also provided an affidavit from their expert opining that the deed was drafted by the railroad.

The majority also mistakenly concludes that the Hilchkanum deed conveyed a strip of land.¹ But the deed expressly states that "we do hereby donate grant and convey ... a right of way one hundred (100) feet in width through our lands...." The term "right of way strip" is found only in the legal description, not in the granting provision.

The majority points to certain subsequent conduct by

Hilchkanum to support its conclusion that he intended to convey fee title to the railroad. But these subsequent conveyances only establish that Hilchkanum understood that the railway had a right of way across his lands. The majority ignores other **198 conveyances by Hilchkanum which indicate that he only intended to convey an easement to the railroad.

When the language of the deed is properly construed against the railroad, the granting clause conveys only a right of way.

Language in the deed must be construed against the railroad

It is a well established principle that ambiguity must be construed against the grantor.² But as we explained in *Harris v. Ski Park Farms, Inc.*,³ when the grantee drafts the deed, this rule does not apply.⁴ Hilchkanum was illiterate and the handwritten deed contained identical *595 language to that found in a contemporaneous pre-printed deed bearing the railroad's name. The Rays also submitted an affidavit from an expert who opined that "given the use of pre-printed deeds, and given Hilchkanum's illiteracy, there appears no doubt that Hilchkanum did not draft the deed; but rather, it was the product of the railroad company."

The majority states that because Hilchkanum must have understood the nature and extent of his conveyance, the fact that the deed was handwritten by someone else is of no consequence. And the majority holds that because there is nothing in the record indicating that the drafter was an agent of the railway, Hilchkanum must have been the drafter. This conclusion wrongly focuses on the identity of the grantor instead of the identity of the drafter of the deed. It is undisputed that the deed's language was taken from the railroad's standard deed. And the affidavit by the Rays' expert creates a material question of fact concerning who actually drafted the document. Taking this affidavit in a light most favorable to the Rays as the nonmoving party, any ambiguities in the deed must be construed against the railroad.⁵

Hilchkanum's use of the term "right of way" granted only an easement

Washington courts have given special significance to the words "right of way" in railroad deeds, explaining that the term "right of way" generally creates only an easement when used "as a limitation or to specify the purpose of the

grant.”⁶ In fact, most Washington cases have construed ***596** “right of way” language in such instruments as granting only an easement to the railroad.⁷

****199** The majority discounts *Veach v. Culp*⁸ because it did not consider the full range of factors later articulated in *Brown v. State*.⁹ But *Brown* cites *Veach* with approval. The majority’s selective reading of our Supreme Court’s precedent is unsupported by the *Brown* decision.

Veach clarified the rule set forth in the earlier case of *Morsbach v. Thurston County*,¹⁰ that merely using the term “right of way” in a granting clause is enough to establish that the original grantor intended only to convey an easement.¹¹ In *Brown*, our Supreme Court explained this holding by stating that a “deed in statutory form grants [an] easement where additional language in the deed expressly and clearly limits or qualifies the interest granted.”¹²

***597** Conversely, when the deed contains no language relating to the purpose of the grant or limiting the estate conveyed, and it conveys a definite strip of land, the deed will be construed to convey fee simple title.¹³ Here, Hilchkanum did explain the purpose of the grant (“the location construction and operation of the Seattle Lake Shore and Eastern Railway”) and limited the estate conveyed (“we do hereby donate grant and convey ... a right of way”).

The majority opinion extensively analyzes various factors discussed in *Brown*, and concludes that conveyance of fee simple title was Hilchkanum’s intent. But in *Brown*, the court analyzed prior case law and noted that “use of the term ‘right of way’ as a limitation or to specify the purpose of the grant generally creates only an easement.”¹⁴ That term is used in the deed in question, both in its title and in its granting clause. In contrast, the deeds considered in *Brown* expressly conveyed fee title to definite strips of land. No such language appears in the Hilchkanum deed’s granting clause. Further, although the deed does not explicitly limit the grant to railroad purposes, the consideration recited immediately above the right of way grant does state that to be the purpose of the deed. The majority ignores this language when concluding that there is nothing in the deed limiting the grant to operating a railroad.¹⁵

For example, in *Swan v. O’Leary*,¹⁶ the deed stated that the conveyance was “for the purpose of a Railroad.”¹⁷ And in *Morsbach*, the deed explained that the right of way was “for the construction of said company’s railroad.”¹⁸ Here, although there are no explicit words limiting the right of ***598** way to railroad use, the Hilchkanum deed does

explain that the purpose of the grant was for “the location construction and operation of the Seattle Lake Shore and Eastern Railway.”

A reversionary clause is not necessary to convey only an easement

The majority places great emphasis on the absence of a reversionary clause in the subject deed. But a railroad right of way deed need not contain a reverter clause to effect an automatic reversion to the grantor upon abandonment.¹⁹ As *Hanson Industries, Inc. v. County of Spokane*²⁰ notes, railroad rights of way expire automatically upon abandonment.²¹ And in *Veach*, our Supreme Court found that a railroad owned only an easement, despite the absence of a limiting or reversionary clause.²² The *Veach* court explained that language intending to limit the grant was only “one element in examining the whole of the deed.”²³ Instead, the court focused on the use of “right of way” in the granting clause, and concluded that the original grantor intended to limit the right of way to only an easement.²⁴ In *King County v. Squire Inv. Co.*,²⁵ we noted that the phrase “so long as” in the habendum arguably suggested conveyance of a fee simple determinable.²⁶ But because language in the granting clause strongly suggested conveyance of an easement, we concluded that Squire had ***599** instead inserted this language to clarify that he was granting an easement.²⁷

And in *Hanson Industries*, Division Three also found an easement despite the absence of a limiting or reversionary clause.²⁸ As a recent article explains, a reversionary clause is not necessary to conclude that the landowner only granted an easement:

If a railroad acquired a perpetual or general easement, then the easement exists in perpetuity, regardless of whether or not the company operates a railroad on the land. These rare perpetual or general easements are found only where no language in the grant specifies the type of use the railroad may make of the land.^[29]

It is clear that the Hilchkanum deed did not include a reversionary clause. But contrary to the majority’s interpretation of the *Brown* decision, this does not necessarily mean that Hilchkanum intended to convey fee title.³⁰ As Wright and Hester explain, the fact that a grantor (Hilchkanum) did not limit the right of way to railroad use may only serve to make the grant an unconditional easement.³¹

Absence of exceptions or reservations is indicative of intent to grant an easement

Another important factor in the *Brown* deeds was the presence of reservations by the grantors. The court found *600 these significant in establishing that the railroad had obtained fee simple title, because had the railroad only obtained an easement, the grantors would not have needed to explicitly reserve access crossings and irrigation ditches:

Several of the deeds reserve or except the right of the grantor to make some use of the land conveyed.... The reservation or exception of mineral or irrigation rights is consistent with the conveyance of a fee; it would not have been necessary to reserve such rights had the parties intended an easement because the grantors would have **201 retained use of the land. Similarly, the obligation to construct or maintain farm crossings or irrigation channels is consistent with the conveyance of fee simple title. These provisions secure easements to the *grantors* across the land conveyed to Milwaukee, and probably would have been unnecessary had Milwaukee only held the rights of way as easements.^[32]

The Hilchkanums made no exceptions in their deed even though the granted right of way bisected their land. The majority fails to acknowledge that this factor supports concluding that Hilchkanum only granted an easement.

Language in Hilchkanum's deed conveying the right to cut dangerous trees is not evidence that Hilchkanum intended to grant fee title

The majority also holds that the “dangerous trees” easement supports concluding that the right of way deed granted fee title because the easement grant is more limited than the right of way grant in the same deed. Specifically, the deed grants the railway the right to “go upon the land adjacent to said line ... and cut down” dangerous trees within 200 feet of the centerline of the track.

But railroad corporations were prohibited from

appropriating rights of way wider than 200 feet.³³ The railroad’s right to cut trees extended outside of the right of way area *601 allowed by the territorial code because the easement allowing the railroad the right to cut trees was distinct from its right of way. This secondary access grant was not exclusive, as the right of way was, and terminated if the railroad use terminated, whereas the railroad right of way was exclusive and akin to a street right of way.

Subsequent behavior by the parties is inconclusive to show intent

The majority also concludes that subsequent behavior by the parties supports a conclusion that the deed conveyed fee title.³⁴ The majority focuses on three subsequent deeds that acknowledge the presence of the railroad right of way, while ignoring an earlier deed that does not make any such reservations. The majority justifies this by explaining that Hilchkanum’s failure to reserve the right of way is not probative of whether or not the parties intended to convey a fee simple estate.³⁵ But we should not selectively emphasize Hilchkanum’s subsequent conveyances. Instead, we should conclude that the subsequent behavior of the parties does not aid our inquiry because it does not conclusively show that Hilchkanum intended to convey either an easement or fee title.

Moreover, Hilchkanum granted the deed omitting reference to the right of way in 1890, just three years after granting the railway right of way. The deeds that the majority focuses on were granted much later—Hilchkanum’s grant to his wife was 11 years after the railway grant, and the other two several years after that. *602 While this is not conclusive evidence of Hilchkanum’s intent, it is interesting that the deed closest in time to the subject conveyance omitted any reference to the railroad right of way. If that right of way was owned in fee by the railroad, the omission was strange indeed.

The majority concludes that the three later deeds show that Hilchkanum intended to convey the right of way as fee, and not as an easement. But if Hilchkanum had conveyed a fee to the railroad, he would not have used the term “right of way” and instead would **202 have simply indicated that the land itself was previously conveyed to the railroad.

The second deed that the majority relies upon also uses the term “right of way,” but as a point of reference forming one border of the property. Use of the term “right of way” in this manner has no bearing on whether Hilchkanum believed he had conveyed an easement or

fee.

As with street easements, although the abutting owner might refer to the boundary as the adjacent street, this does not necessarily mean that the abutting owner does not also own to the centerline of the street. Because railroad easements—like street easements—are exclusive, referencing them in the deed as a right of way does not establish that the owner transferred fee title to the railroad.

I acknowledge that in *King County v. Rasmussen*,³⁶ a federal district court interpreted the Hilchkanum deed and held that it conveyed fee simple title to the right of way.³⁷ On appeal, the Ninth Circuit recognized that the term “right of way” appeared in the Hilchkanum deed’s granting clause as well as in the legal description. But the court did not find the phrase determinative of intent, because the language did not clearly limit the use of the land to a specific purpose.³⁸ The court went on to explain that in “virtually all cases” finding that the term “right of way” only *603 granted an easement, the granting or habendum clause contained language clearly limiting the use of the land to a specific purpose.³⁹ The court concluded that Hilchkanum’s deed did not restrict the conveyance by designating a specific purpose, limiting use of the land, or adding a reversionary clause.⁴⁰ Noticeably absent from the court’s discussion on this

issue was any reference to *Veach*.

On appeal, the Ninth Circuit distinguished *Veach* on the basis of (1) other language in the Hilchkanum deed and (2) extrinsic evidence indicating an intent to convey a fee simple estate, neither of which was present in *Veach*.⁴¹ For reasons discussed above, I disagree with the *Rasmussen* court’s analysis.

Conclusion

Use of the term “right of way” in the granting clause of the Hilchkanum deed did not conclusively establish that Hilchkanum only granted the railroad an easement. But because Washington courts give great weight to the term “right of way” when it is used in the granting clause, and nothing else establishes that Hilchkanum instead intended to grant the railroad fee title, I conclude that the conveyance granted only an easement. I therefore dissent.

All Citations

120 Wash.App. 564, 86 P.3d 183

Footnotes

- 1 Certain facts are set forth in a written stipulation of the parties (“Stipulation”). Clerk’s Papers at 12–13.
- 2 Stipulation. Clerk’s Papers at 12–13.
- 3 Stipulation. Clerk’s Papers at 12.
- 4 Clerk’s Papers at 89.
- 5 Clerk’s Papers at 89.
- 6 Clerk’s Papers at 89–90.
- 7 Clerk’s Papers at 89–90. The United States Surface Transportation Board (STB) approved interim trail use (railbanking) of the ELS corridor under the National Trails System Act (16 U.S.C. § 1247(d)) and the STB’s implementing regulations (49 CFR § 1552.29). The STB ruling authorized removal of the rails, ties, and spikes, and conversion of the ELS corridor for a recreational trail as a means of preserving the corridor for future use. Clerk’s Papers at 17.
- 8 Clerk’s Papers at 13.
- 9 CR 56(c); *Brown v. State*, 130 Wash.2d 430, 437, 924 P.2d 908 (1996).

- 10 *Northlake Marine Works, Inc. v. City of Seattle*, 70 Wash.App. 491, 499, 857 P.2d 283 (1993).
- 11 *Brown*, 130 Wash.2d at 439–40, 924 P.2d 908; *Morsbach v. Thurston County*, 152 Wash. 562, 568, 278 P. 686 (1929).
- 12 *Veach v. Culp*, 92 Wash.2d 570, 573, 599 P.2d 526 (1979).
- 13 *Veach*, 92 Wash.2d at 573, 599 P.2d 526.
- 14 *Veach*, 92 Wash.2d at 573, 599 P.2d 526 (citing *Vavrek v. Parks*, 6 Wash.App. 684, 690, 495 P.2d 1051 (1972); *Warren v. Atchison, Topeka & Santa Fe Ry.*, 19 Cal.App.3d 24, 35, 96 Cal.Rptr. 317 (1971)).
- 15 *Veach*, 92 Wash.2d at 573, 599 P.2d 526.
- 16 Clerk's Papers at 92–94. See also *King County v. Rasmussen*, 299 F.3d 1077, 1080 (9th Cir.2002), cert. denied, 538 U.S. 1057, 123 S.Ct. 2220, 155 L.Ed.2d 1106 (2003).
- 17 *Brown*, 130 Wash.2d at 433, 924 P.2d 908.
- 18 *Brown*, 130 Wash.2d at 434, 924 P.2d 908.
- 19 *Brown*, 130 Wash.2d at 433, 924 P.2d 908.
- 20 *Brown*, 130 Wash.2d at 436–437, 924 P.2d 908.
- 21 *Brown*, 130 Wash.2d at 437, 924 P.2d 908 (citing *Swan v. O'Leary*, 37 Wash.2d 533, 535, 225 P.2d 199 (1950); *Zobrist v. Culp*, 95 Wash.2d 556, 560, 627 P.2d 1308 (1981)).
- 22 *Brown*, 130 Wash.2d at 438, 924 P.2d 908 (citations omitted).
- 23 *Brown*, 130 Wash.2d at 438–39, 924 P.2d 908 (citations omitted). (emphasis in original).
- 24 *Brown*, 130 Wash.2d at 437, 924 P.2d 908.
- 25 *Brown*, 130 Wash.2d at 437, 924 P.2d 908. Washington case authority generally classifies the choices in railroad rights of way cases as between either fee simple title or easement. See *Reichenbach v. Washington Short-Line Ry. Co.*, 10 Wash. 357, 358–360, 38 P. 1126 (1894) (construing a conveyance in the form of a bargain and sale deed as conveying an easement, not fee title). No case holds that a defeasible fee was intended.
- 26 Laws of 1885–6, p. 177–79. The statute governing conveyances of real estate and providing for the form of deeds stated, in relevant part:
SEC. 3. That **warranty deeds** for the conveyance of land, may be substantially in the following form: The grantor ... for and in consideration of ... in hand paid, **convey and warrant** to ... the following described real estate.... Every deed in substance in the above form, when otherwise duly executed, shall be deemed and held a **conveyance in fee simple** to the grantee, his heirs and assigns, ...
SEC. 4. **Bargain and sale deeds** for the conveyance of land may be substantially in the following form: The grantor ... for (and) in consideration of ... in hand paid, **bargain, sell and convey** to ... the following described real estate.... Every deed in substance in the above form shall **convey to the grantee**, his heirs or other legal representatives and estate of inheritance **in fee simple**,
SEC. 5. **Quit-claim deeds** may be in substance in the following form: The grantor ... for the consideration ... **convey and quit-claim to** ... all interest in the following described real estate.... Every deed in substance in form prescribed in this section, when otherwise duly executed, shall be deemed and held a good and sufficient **conveyance**, release

and quit-claim to the grantee, his heirs and assigns **in fee** of all the then existing legal or equitable rights of the grantor, in the premises therein described, but shall not extend to the after acquired title unless words are added expressing such intention. (emphasis added).

27 (Emphasis added.)

28 See *Brown*, 130 Wash.2d at 437, 924 P.2d 908. The Hilchkanum deed contains neither the language nor the warranties of the statutory warranty or bargain and sale form of deeds. Arguably, this conveyance is substantially in the form of a quit claim deed, the third form of statutory deed existing at the time of the conveyance. We note that all three forms of statutory deed convey fee title according to the plain words of the governing statute. Nevertheless, the case authority indicates that the form of conveyance is but one of many factors in analyzing instruments like the one before us.

29 Appellants' Opening Brief at 6.

30 Appellants' Opening Brief at 6.

31 (Emphasis added.)

32 *Brown's* third factor considers "whether the deed conveyed a right of way **over** a tract of land, **rather than a strip** thereof." *Brown*, 130 Wash.2d at 438, 924 P.2d 908 (emphasis added).

33 *Brown*, 130 Wash.2d at 439, 924 P.2d 908 (emphasis added).

34 *Brown*, 130 Wash.2d at 439–40, 924 P.2d 908.

35 *Brown*, 130 Wash.2d at 440, 924 P.2d 908 (emphasis added) (citations omitted).

36 59 Wash.App. 888, 890, 801 P.2d 1022 (1990), *review denied*, 116 Wash.2d 1021, 811 P.2d 219 (1991) (construing a deed conveying "a right-of-way Fifty (50) feet in width through said lands ...").

37 299 F.3d 1077 (9th Cir.2002), *cert. denied*, 538 U.S. 1057, 123 S.Ct. 2220, 155 L.Ed.2d 1106 (2003).

38 *Veach*, 92 Wash.2d at 572, 599 P.2d 526 (construing a deed quit-claiming "A right-of-way one hundred feet wide, being fifty feet on each side of the center line of the B.B. & Eastern R.R. as now located ..."); *see also Reichenbach*, 10 Wash. at 358, 38 P. 1126 (construing deed conveying "right of way for said railroad, twelve feet in width ...").

39 *Brown*, 130 Wash.2d at 442, 924 P.2d 908.

40 These factors are: "(1) whether the deed conveyed a strip of land, and did not contain additional language relating to the use or purpose to which the land was to be put, or in other ways limiting the estate conveyed; (2) whether the deed conveyed a strip of land and limited its use to a specific purpose." *Brown*, 130 Wash.2d at 438, 924 P.2d 908.

41 This factor questions "whether the deed granted only the privilege of constructing, operating, or maintaining a railroad over the land." *Brown*, 130 Wash.2d at 438, 924 P.2d 908.

42 The fifth factor is "whether the deed contained a clause providing that if the railroad ceased to operate, the land conveyed would revert to the grantor." *Brown*, 130 Wash.2d at 438, 924 P.2d 908.

43 *Squire*, 59 Wash.App. at 894, 801 P.2d 1022 (holding that the clause "so long as said land is used as a right-of-way by said railway Company" supports the conveyance of an easement).

44 That language states "To have and to hold the said premises with the appurtenances *unto [the Railway] and to its successors and assigns forever.*" (emphasis added).

- 45 Black's Law Dictionary defines the term habendum clause as the "clause usually following the granting part of the premises of a deed, which defines the extent of the ownership in the thing granted to be held and enjoyed by the grantee." Further, "the habendum may lessen, enlarge, explain, or qualify, but not totally contradict or be repugnant to, estate granted in the premises." Black's Law Dictionary 710 (6th ed.1990).
- 46 [Squire](#), 59 Wash.App. at 894, 801 P.2d 1022.
- 47 Appellants' Reply Brief at 18 (arguing that the use of the term "right" in this provision of the deed conveys an easement).
- 48 Bill Hilchkanum was a party to each of the subsequent deeds in the record before us. Mary Hilchkanum, the other grantor under the 1887 deed, was not a party to any.
- 49 Clerk's Papers at 66 (emphasis added).
- 50 Clerk's Papers at 57 (emphasis added).
- 51 Clerk's Papers at 63 (emphasis added).
- 52 (Emphasis added.)
- 53 Clerk's Papers at 449.
- 54 See [King County v. Rasmussen](#), 299 F.3d at 1087–88.
- 55 [Minidoka & Southwestern Railroad Company v. United States](#), 235 U.S. 211, 216, 35 S.Ct. 46, 59 L.Ed. 200 (1914) (quoting Rev. Stat. § 2288). Rev. Stat. § 2288 states in full:
Any person who has already settled or hereafter may settle on the public lands, either by pre-emption, or by virtue of the homestead law or any amendments thereto, shall have the right to transfer, by warranty against his own acts, any portion of his pre-emption or homestead for church, cemetery, or school purposes, or for the right of way of railroads across such pre-emption or homestead, and the transfer for such public purposes shall in no way vitiate the right to complete and perfect the title to their preemptions or homesteads.
- 56 315 U.S. 262, 62 S.Ct. 529, 86 L.Ed. 836 (1942).
- 57 [Great Northern](#), 315 U.S. at 274–75, 62 S.Ct. 529. See also [Minidoka](#), 235 U.S. at 216, 35 S.Ct. 46 ("[The Act of 1875], however, by its very terms, applies only to 'public lands,' and hence cannot be construed to empower the Secretary to authorize the building of roads across lands which had been segregated from the public domain by the entry and possession of homesteaders or preemptors.").
- 58 28 Pub. Lands Dec. 561 (1899).
- 59 [South Perry](#), 28 Pub. Lands Dec. at 562.
- 60 28 Pub. Lands Dec. 155 (1899).
- 61 [Lawson](#), 28 Pub. Lands Dec. at 159–60.
- 62 [Brown](#), 130 Wash.2d at 439, 924 P.2d 908.
- 63 [Brown](#), 130 Wash.2d at 444, 924 P.2d 908; [Conaway v. Time Oil Co.](#), 34 Wash.2d 884, 889, 210 P.2d 1012 (1949) (observing that the term which is applied to a document by the parties thereto does not necessarily determine the

nature of the grant).

64 Appellants' Reply Brief at 7.

65 We note that the Rays characterize Bill Hilchkanum as "a Native American who could not read or write." Appellants' Opening Brief at 16. They also state in their brief that he was "an illiterate Native American." *Id.* at 26. The use of the term "Native American" in these characterizations adds nothing that is analytically useful. To the extent that the Rays imply something more than his illiteracy by the use of the term, such implication is improper.

66 Clerk's Papers at 92–94.

67 "When the court remains in doubt as to the parties' intent or as to the quantum of interests conveyed, a deed will be construed against the grantor." 17 William B. Search Term Begin Stoebuck, *Washington PracticeSearch Term End: Real Estate: Property Law* § 7.9 at 463 (1995) (citing *Wright v. Olsen*, 42 Wash.2d 702, 257 P.2d 782 (1953); *Cook v. Hensler*, 57 Wash. 392, 107 P. 178 (1910)).

68 *State v. Olmedo*, 112 Wash.App. 525, 49 P.3d 960 (2002), review denied, 148 Wash.2d 1019, 64 P.3d 650 (2003) ("Under ER 704, a witness may testify as to matters of law, but may not give legal conclusions.").

69 Clerk's Papers at 66 (emphasis added).

70 "An 'exception' is properly the withdrawing of some part of a parcel of land from the conveyance, such as a deed that conveys Lot 4, block 2, *except* for the east 20 feet thereof." 17 William B. Search Term Begin Stoebuck, *Washington PracticeSearch Term End: Real Estate: Property Law* § 7.9 at 463 (1995) (emphasis in original).

71 The dissent appears to rely on an expert opinion by Stephen J. Graddon to support the view that the Railway drafted the deed and that we should construe ambiguities in that deed against the railroad. Dissent at 198. Graddon opines that the railroad drafted the deed because, among other things, the deed's language tracks language in other railroad deeds, a witness signing the deed was associated with the Railway, and Hilchkanum was illiterate. Clerk's Papers at 233–34. No one disputes that Hilchkanum could not have drafted the deed. But neither Graddon's declaration nor anything else in the record before us contests that B.J. Tallman, the notary who acknowledged the deed, drafted it. Likewise, nothing in the record shows that he did so at the direction of the Railway. Neither the status of a witness to the deed nor the alleged similarity in language with other deeds fills this gap. Thus, Graddon's declaration fails either to create a presumption that the Railway drafted the deed or to create a material issue of fact precluding summary judgment.

72 114 Wash.App. 523, 58 P.3d 910 (2002), review denied, 149 Wash.2d 1028, 78 P.3d 656 (2003).

73 *Hanson*, 114 Wash.App. at 532, 58 P.3d 910.

74 *Hanson*, 114 Wash.App. at 534, 58 P.3d 910.

75 *Hanson*, 114 Wash.App. at 535, 58 P.3d 910.

76 299 F.3d 1077 (9th Cir.2002).

77 Clerk's Papers at 13.

78 Clerk's Papers at 222–23.

79 Clerk's Papers at 222. Foley mistakenly stated in his opinion that the centerline would be located "in Lake Washington." Presumably, he meant Lake Sammamish.

80 *DD & L, Inc. v. Burgess*, 51 Wash.App. 329, 331 n. 3, 753 P.2d 561 (1988).

81 [Matthews v. Parker](#), 163 Wash. 10, 14, 299 P. 354 (1931).

82 [DD & L](#), 51 Wash.App. at 331 n. 2, 753 P.2d 561.

83 [DD & L](#), 51 Wash.App. at 333, 753 P.2d 561.

84 [DD & L](#), 51 Wash.App. at 336, 753 P.2d 561.

85 “[T]o interpret the words, ‘from the center line of the ... Railroad,’ as referring to the center of the track, is to strengthen the descriptive part of the deed by fixing an easily recognized monument.... The words ‘center line of the railroad’ refer to the center of the track, and indicate the track as a monument which aids in determining a certain boundary.” [DD & L](#), 51 Wash.App. at 335, 753 P.2d 561 (quoting [Peoria P.U. Ry. Co. v. Tamplin](#), 156 Ill. 285, 294–95, 40 N.E. 960, 962 (1895)).

86 Clerk’s Papers at 92 (emphasis added).

87 [DD & L](#), 51 Wash.App. at 335, 753 P.2d 561 (citing 6 G. Thompson, *Real Property* § 3044 (1962 repl.); [Makepeace v. Bancroft](#), 12 Mass. 469 (1815); cf. W. Robillard & L. Bouman, *A Treatise on the Law of Surveying and Boundaries* § 26.11 (5th ed.1987) (a road as constructed becomes the monument and controls)).

88 [221 Kan. 579](#), 561 P.2d 818 (1977).

89 See, e.g., [Consolidated Amusement Co., Ltd. v. Waikiki Business Plaza, Inc.](#), 6 Haw.App. 312, 719 P.2d 1119 (1986); [Andersen v. Edwards](#), 625 P.2d 282 (1981); [Lindhorst v. Wright](#), 616 P.2d 450 (1980).

1 Majority Op. at 189–190.

2 [Hodgins v. State](#), 9 Wash.App. 486, 492, 513 P.2d 304 (1973).

3 [62 Wash.App. 371](#), 814 P.2d 684 (1991), *aff’d*, [120 Wash.2d 727](#), 844 P.2d 1006 (1993).

4 [Harris](#), [62 Wash.App. at 376](#), 814 P.2d 684 (holding that rule that ambiguities in deed are to be interpreted most favorably to grantee and most strictly against grantor did not apply where alleged ambiguity arose in language incorporated in deed from purchase and sale agreement drafted by grantee); see also [Hanson Indus., Inc. v. County of Spokane](#), [114 Wash.App. 523](#), 531, 58 P.3d 910 (2002) *rev. denied*, [149 Wash.2d 1028](#), 78 P.3d 656 (2003) (recognizing that ambiguities must be construed against railroad because it drafted deed).

5 See [Hanson Indus.](#), [114 Wash.App. at 531](#), 58 P.3d 910.

6 [Brown v. State](#), [130 Wash.2d 430](#), 439, 924 P.2d 908 (1996).

7 See, e.g., [Roeder Co. v. Burlington N., Inc.](#), [105 Wash.2d 567](#), 569, 716 P.2d 855 (1986) (holding that deed granted an easement based on the specifically declared purpose that the grant was a right of way for railroad purposes, and there was no persuasive evidence of intent to the contrary); [Morsbach v. Thurston County](#), [152 Wash. 562](#), 564, 278 P. 686 (1929) (deed granted “the right-of-way for the construction of said company’s railroad in and over....”); [Swan v. O’Leary](#), [37 Wash.2d 533](#), 534, 225 P.2d 199 (1950) (granted property “for the purpose of a Railroad right-of-way....”); [Veach v. Culp](#), [92 Wash.2d 570](#), 572, 599 P.2d 526 (1979) (granted “[a] right-of-way one hundred feet wide....”). See also [Reichenbach v. Washington Short-Line Ry. Co.](#), [10 Wash. 357](#), 358, 38 P. 1126 (1894) (“so long as the same shall be used for the operation of a railroad” construed as granting easement); [Pacific Iron Works v. Bryant Lumber & Shingle Mill Co.](#), [60 Wash. 502](#), 505, 111 P. 578 (1910) (deed providing “to have and to hold the said premises ... for railway purposes, but if it should cease to be used for a railway the said premises shall revert to said grantors” grants easement not determinable fee); [Hanson Indus.](#), [114 Wash.App. at 536](#), 58 P.3d 910 (holding that right of way deed

conveying strip of land over and across grantor's lands conveyed easement); *King County v. Squire Inv. Co.*, 59 Wash.App. 888, 890, 801 P.2d 1022 (1990) (holding that "grant and convey ... a right-of-way.... To Have and to Hold ... so long as said land is used as a right-of-way" grants easement).

8 92 Wash.2d 570, 572, 599 P.2d 526 (1979).

9 130 Wash.2d 430, 439, 924 P.2d 908 (1996); Majority Op. at 189–190.

10 152 Wash. 562, 565–66, 278 P. 686 (1929).

11 *Veach*, 92 Wash.2d at 574, 599 P.2d 526. In *Veach*, the court held that the legal description is part of the granting clause. Although *Brown* appears to contradict this, the court in *Brown* cited *Veach* with approval for the proposition that the term "right of way" in the granting clause limits the estate conveyed. *Brown*, 130 Wash.2d at 437–38, 924 P.2d 908.

12 *Brown*, 130 Wash.2d at 438, 924 P.2d 908 (citing *Veach*, 92 Wash.2d at 570, 599 P.2d 526).

13 *Brown*, 130 Wash.2d at 439–40, 924 P.2d 908 (citing *Swan*, 37 Wash.2d at 536, 225 P.2d 199; 65 Am.Jur.2d Railroads § 76 (1972); *Urbaitis v. Commonwealth Edison*, 143 Ill.2d 458, 159 Ill.Dec. 50, 575 N.E.2d 548, 552 (1991)).

14 *Brown*, 130 Wash.2d at 439, 924 P.2d 908 (emphasis added).

15 Majority Op. at 189–190.

16 37 Wash.2d 533, 534, 225 P.2d 199 (1950).

17 *Swan*, 37 Wash.2d at 534, 225 P.2d 199.

18 *Morsbach*, 152 Wash. at 564, 278 P. 686.

19 *Hanson Indus.*, 114 Wash.App. at 533, 58 P.3d 910; *Veach*, 92 Wash.2d at 572–73, 599 P.2d 526; *Lawson v. State*, 107 Wash.2d 444, 452, 730 P.2d 1308 (1986); see also *Morsbach*, 152 Wash. at 567, 278 P. 686.

20 114 Wash.App. 523, 531, 58 P.3d 910 (2002) *rev. denied*, 149 Wash.2d 1028, 78 P.3d 656 (2003).

21 *Hanson Indus.*, 114 Wash.App. at 533, 58 P.3d 910 (citing *Lawson*, 107 Wash.2d at 452, 730 P.2d 1308).

22 See *Veach*, 92 Wash.2d at 573, 599 P.2d 526 (reciting deed language).

23 *Veach*, 92 Wash.2d at 574, 599 P.2d 526.

24 *Veach*, 92 Wash.2d at 574, 599 P.2d 526.

25 59 Wash.App. 888, 801 P.2d 1022 (1990).

26 *Squire Inv. Co.*, 59 Wash.App. at 894, 801 P.2d 1022.

27 *Squire Inv. Co.*, 59 Wash.App. at 894, 801 P.2d 1022.

28 *Hanson Indus.*, 114 Wash.App. at 533, 58 P.3d 910.

- 29 Danaya C. Wright and Jeffrey M. Hester, *Pipes, Wires, and Bicycles: Rails-to-Trails, Utility Licenses, and Shifting Scope of Railroad Easements From the Nineteenth to the Twenty-First Centuries*, 27 Ecology L.Q. 351, 382 (2000).
- 30 See, e.g., *Hanson Indus.*, 114 Wash.App. at 533, 58 P.3d 910 (“A railroad right-of-way deed need not, however, contain a reverter clause to effect an automatic reversion to the grantor upon abandonment”) (citing *Veach*, 92 Wash.2d at 572–73, 599 P.2d 526; *Lawson*, 107 Wash.2d at 452, 730 P.2d 1308; and *Morsbach*, 152 Wash. at 567, 278 P. 686).
- 31 Even the conclusion that the easement is unconditional is not necessarily true. As *Hanson Industries* recently explained, “A railroad right-of-way need not, however, contain a reverter clause to effect an automatic reversion to the grantor upon abandonment.” *Hanson Indus.*, 114 Wash.App. at 533, 58 P.3d 910.
- 32 *Brown*, 130 Wash.2d at 442 n. 9, 924 P.2d 908 (citation omitted).
- 33 Code of 1881, § 2456 provides:
Such corporation may appropriate so much of said land as may be necessary for the line of such road or canal, or the site of such bridge, *not exceeding two hundred feet in width*, besides a sufficient quantity thereof for toll-houses, work-shops, materials for construction, a right of way over adjacent lands to enable such corporation to construct and repair its road, canal, or bridge, and to make proper drains; and in the case of a railroad, to appropriate sufficient quantity of such lands, in addition to that before specified in this section, for the necessary side tracks, depots, and water stations (emphasis added).
- 34 *King County v. Rasmussen*, 299 F.3d 1077, 1087–88 (9th Cir.2002), cert. denied, 538 U.S. 1057, 123 S.Ct. 2220, 155 L.Ed.2d 1106 (2003).
- 35 Majority Op. at 192.
- 36 143 F.Supp.2d 1225 (W.D.Wash.2001) *aff'd*, 299 F.3d 1077 (9th Cir.2002).
- 37 *Rasmussen*, 143 F.Supp.2d at 1230.
- 38 *Rasmussen*, 299 F.3d at 1086.
- 39 *Rasmussen*, 299 F.3d at 1086.
- 40 *Rasmussen*, 143 F.Supp.2d at 1229.
- 41 *Rasmussen*, 299 F.3d at 1087 (citing *Rasmussen*, 143 F.Supp.2d at 1230 n. 4).

EXHIBIT 7

 KeyCite Yellow Flag - Negative Treatment
Distinguished by Miami County Bd. of Com'rs v. Kanza Rail-Trails Conservancy, Inc., Kan., June 10, 2011

361 F.Supp.2d 1260
United States District Court,
W.D. Washington,
At Seattle.

FRIENDS OF THE EAST LAKE
SAMMAMISH TRAIL, Cascade
Land Conservancy, Robert W.
& Bente K. Pasko, Plaintiffs,

v.

CITY OF SAMMAMISH, Defendant,
and
East Lake Sammamish Community
Association, Intervenor–Defendant.

No. CO3–2793C.

Jan. 5, 2005.

Order Denying
Reconsideration Feb. 14, 2005.

Synopsis

Background: Non-profit organizations and their members brought action against municipality claiming that ordinance's “practical alternative” public agency utility exception (PAUE) requirement was preempted by National Trails Systems Act (NTSA). Homeowners association intervened. Organizations brought motion for summary judgment.

Holdings: The District Court, Coughenour, J., held that:

[1] plaintiffs demonstrated injury in fact in order to have standing;

[2] grievance could not be barred on prudential grounds;

[3] county was not indispensable party;

[4] county was not necessary party;

[5] exhaustion of administrative remedies was not required for court to hear conflict preemption challenge;

[6] *Pullman* abstention doctrine did not apply;

[7] conflict between NTSA and ordinance required preemption of ordinance; and

[8] *Younger* abstention was not required.

Motion granted.

West Headnotes (31)

[1] Railroads

➔ Remedies of parties or persons interested

Non-profit organizations and their members demonstrated “injury in fact,” in order to have standing in lawsuit against municipality claiming that ordinance's “practical alternative” public agency utility exception (PAUE) requirement, which stymied county's efforts to

implement trail, was preempted by National Trails Systems Act (NTSA), on plaintiffs' allegations that they used trail, their activities and pastimes were affected by proposed trail development plans, and their economic and property interests, due to their investment in development of trail, and their contractual interest in right-of-way, would have been affected if county failed in its efforts to develop trail due to PAUE. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d).

Cases that cite this headnote

[2] Federal Civil Procedure

➡ In general;injury or interest

The party who asserts federal jurisdiction has the burden of establishing the elements of standing; to meet this burden, the litigant must clearly and specifically set forth facts sufficient to satisfy those Article III standing requirements.

Cases that cite this headnote

[3] Federal Civil Procedure

➡ In general;injury or interest

Federal Civil Procedure

➡ Causation;redressability

The elements of standing are: (1) the plaintiff has suffered an injury in fact, i.e., an invasion of a

judicially cognizable interest which is concrete and particularized and actual or imminent, not conjectural or hypothetical; (2) there must be a causal connection between the injury and the conduct complained of, i.e., the injury must be fairly traceable to the challenged action of the defendant, and not the result of the independent action of some third party not before the court; and (3) it be likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision.

2 Cases that cite this headnote

[4] Federal Civil Procedure

➡ In general;injury or interest

On a claim of a lack of standing, a plaintiff must show that he has sustained, or is immediately in danger of sustaining, some direct injury as the result of the challenged official conduct and the injury or threat of injury must be both real and immediate, not conjectural or hypothetical.

2 Cases that cite this headnote

[5] Federal Civil Procedure

➡ In general;injury or interest

In order to have standing, a plaintiff's complaint must specifically allege that he or she has personally suffered an injury.

Cases that cite this headnote

[6] **Railroads**

➔ Remedies of parties or persons interested

Fact that other residents of county and municipality might have claimed injury based upon inability to use proposed trail did not mean that grievance by non-profit organizations and their members should have been barred on prudential grounds, in lawsuit against municipality claiming that ordinance's "practical alternative" public agency utility exception (PAUE) requirement, which stymied county's efforts to implement trail, was preempted by National Trails Systems Act (NTSA), since organizations and their members had alleged legally cognizable injury, which inherently required conclusion that plaintiffs' injuries were personal, not merely general. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d).

Cases that cite this headnote

[7] **Federal Civil Procedure**

➔ Rights of third parties or public

The prohibition against generalized grievances prevents individuals from suing if their only injury is as a citizen.

Cases that cite this headnote

[8] **Federal Civil Procedure**

➔ Rights of third parties or public

The existence of a generalized grievance is not determined simply by the number of people affected; rather, a generalized grievance is where the plaintiffs sue solely as citizens concerned with having the government follow the law.

Cases that cite this headnote

[9] **Federal Civil Procedure**

➔ Governmental bodies and officers thereof

County was not "indispensable party" to litigation between non-profit organizations and municipality, and homeowners' association as intervenor, claiming that ordinance's "practical alternative" public agency utility exception (PAUE) requirement, which stymied county's efforts to implement trail, was preempted by National Trails Systems Act (NTSA), since ruling from court would have provided complete relief among those already parties to suit and defendants' concern related solely to avoidance of multiple litigation. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. §

1247(d); Fed.Rules Civ.Proc.Rule 19(a), 28 U.S.C.A.

1 Cases that cite this headnote

[10] Federal Civil Procedure

➔ Necessary Joinder

Under the rule governing the compulsory joinder of parties, a court must decide whether the absentee is a necessary party; if the court finds that the absentee is a necessary party, then it must consider whether the absentee can be joined, and if not, whether in equity and good conscience the action should be dismissed. Fed.Rules Civ.Proc.Rule 19(a), 28 U.S.C.A.

Cases that cite this headnote

[11] Federal Civil Procedure

➔ Nonjoinder in general

Under the rule governing the compulsory joinder of parties, the burden of proving that a case should be dismissed for failure to join a necessary party falls to the moving party. Fed.Rules Civ.Proc.Rule 19(a), 28 U.S.C.A.

Cases that cite this headnote

[12] Federal Civil Procedure

➔ Necessary Joinder

The “complete relief” clause of the rule governing the compulsory joinder of parties is to be

interpreted narrowly; the concern is in rendering complete justice among those already joined, not in finding an absentee is necessary simply to avoid multiple litigation. Fed.Rules Civ.Proc.Rule 19(a), 28 U.S.C.A.

Cases that cite this headnote

[13] Federal Civil Procedure

➔ Governmental bodies and officers thereof

County, as property owner, project permit applicant, entity financially responsible for railbed pursuant to Notice of Interim Trail Use (NITU), and ultimate operator of trail, was not “necessary party,” in lawsuit against municipality claiming that ordinance’s “practical alternative” public agency utility exception (PAUE) requirement was preempted by National Trails Systems Act (NTSA), since interest in subject matter alone did not make county necessary party and county was aware of litigation and chose to entrust non-profit organization and its members to adequately litigate issue of federal preemption. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d); Fed.Rules Civ.Proc.Rule 19(a), 28 U.S.C.A.

Cases that cite this headnote

[14] Federal Civil Procedure

➔ Governmental bodies and officers thereof

State court decision that rejected county's preemption claims did not subject plaintiff non-profit organizations and their members and defendant municipality and intervenor homeowner association to inconsistent obligations, in lawsuit under National Trails Systems Act (NTSA) claiming that ordinance's "practical alternative" public agency utility exception (PAUE) requirement was preempted, since state court held that county waived right to litigate preemption issue, plaintiffs were not parties to that action and were not bound by it, decision in instant litigation had broader import, and joining county in instant litigation would not have obviated risk of inconsistent obligations. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d); Fed.Rules Civ.Proc.Rule 19(a), 28 U.S.C.A.

Cases that cite this headnote

[15] Municipal Corporations

➔ Political Status and Relations

Railroads

➔ Abandonment and Forfeiture of Land or Rights

National Trails System Act (NTSA) preempted ordinance's

"practical alternative" public agency utility exception (PAUE) requirement each and every time that requirement was used to prevent development of trail on railbanked right-of-way. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d).

2 Cases that cite this headnote

[16] Railroads

➔ Remedies of parties or persons interested

Exhaustion of administrative remedies was not required for court to hear conflict preemption challenge under National Trails Systems Act (NTSA) to ordinance's "practical alternative" public agency utility exception (PAUE) requirement. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d).

Cases that cite this headnote

[17] Federal Courts

➔ Pullman abstention

Only in exceptional cases may a court abstain from resolving claims that are within its jurisdiction; however, abstention is appropriate under *Pullman* when resolution of a state issue would terminate a controversy and allow

constitutional adjudication to be avoided.

Cases that cite this headnote

[18] Federal Courts

➔ Carriers and Public Utilities

Pullman abstention doctrine, which prevented federal court's resolution of federal constitutional question if case could be resolved on questions of state law, did not apply to lawsuit against municipality which claimed that ordinance's "practical alternative" public agency utility exception (PAUE) requirement was preempted by National Trails Systems Act (NTSA); case was not about how ordinance applied, it was about constitutionality of ordinance in light of Supremacy Clause. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d).

Cases that cite this headnote

[19] Municipal Corporations

➔ Political Status and Relations

The preemption doctrine is a corollary of the Supremacy Clause of the United States Constitution, and in general provides that any municipal law that is inconsistent with federal law is without effect. U.S.C.A. Const. Art. 6, cl. 2.

Cases that cite this headnote

[20] Municipal Corporations

➔ Political Status and Relations

Railroads

➔ Abandonment and Forfeiture of Land or Rights

Conflict between ordinance's "practical alternative" public agency utility exception (PAUE) requirement and National Trails Systems Act (NTSA) required preemption of ordinance to any railbanked railroad right-of-way, since federal regulation of railroads was pervasive and comprehensive, railbanked corridors remained part of national rail transportation system subject to jurisdiction of Surface Transportation Board (STB), STB entered order declaring that interim trail use could be implemented, and safety, land use, and zoning regulation on recreation trails could be applied only to extent that they did not frustrate development of trail on railbanked right of way. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d).

4 Cases that cite this headnote

[21] States

➔ Conflicting or conforming laws or regulations

Conflict preemption applies where a state law stands as an obstacle to the accomplishment and execution

of the full purposes and objectives of Congress; it can exist even when Congress has chosen to include an express preemption clause in a statute. U.S.C.A. Const. Art. 6, cl. 2.

1 Cases that cite this headnote

[22] Railroads

➔ Abandonment and Forfeiture of Land or Rights

Under the National Trails Systems Act (NTSA), railbanked corridors remain part of the national rail transportation system subject to the jurisdiction of the Surface Transportation Board (STB).

Cases that cite this headnote

[23] Federal Courts

➔ Burford abstention

Burford abstention is appropriate where a case involves an unclear state law question of vital local concern, which must be addressed though a centralized unified state administrative system.

1 Cases that cite this headnote

[24] Federal Courts

➔ Carriers and Public Utilities

Burford abstention, which prevented federal court involvement if case addressed unclear state law question of vital local concern that had to

be addressed though centralized unified state administrative system, was not warranted, in lawsuit against municipality claiming that ordinance's "practical alternative" public agency utility exception (PAUE) requirement was preempted by National Trails Systems Act (NTSA), since case involved question of preemption under federal law, not question of state law. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d).

1 Cases that cite this headnote

[25] Federal Courts

➔ Younger abstention

Abstention under the principles of *Younger* is required upon demonstration of three factors: (1) there is an on-going state proceeding; (2) important state interests are implicated; and (3) the federal litigant is not barred from litigating federal constitutional issues in that proceeding.

Cases that cite this headnote

[26] Federal Courts

➔ Carriers and Public Utilities

Younger abstention, which prevents a federal court from interfering with an ongoing state proceeding that implicates important state interests, was

not required, in lawsuit against municipality claiming that ordinance's "practical alternative" public agency utility exception (PAUE) requirement was preempted by National Trails Systems Act (NTSA), since issue at stake concerned regulation of railroads, which included regulation of railbanked rights-of-way, and there was pervasive federal regulation in that field. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d).

Cases that cite this headnote

[27] Federal Courts

➔ Younger abstention

When considering *Younger* abstention, which prevents a federal court from interfering with an ongoing state proceeding that implicates important state interests, a court must look to the importance of the generic proceedings to the state rather than inquiring into the substantiality of the state's interest in the outcome of the particular case.

Cases that cite this headnote

[28] Federal Courts

➔ Colorado River abstention

Factors relevant to a court's decision to abstain under *Colorado River* include: (1) whether the state

court or the federal court has assumed jurisdiction over the res or property; (2) which forum is more convenient to the parties; (3) whether abstention would avoid piecemeal litigation; (4) which court obtained jurisdiction first; and (5) whether federal law or state law provides the basis for the decision on the merits.

Cases that cite this headnote

[29] Federal Courts

➔ Colorado River abstention

Mere potential for conflict in the results of adjudications is not the kind of interference that merits federal court abstention under *Colorado River*.

Cases that cite this headnote

[30] Federal Courts

➔ Carriers and Public Utilities

Colorado River abstention, which permits a federal court to refrain from exercising its jurisdiction when the litigation would be duplicative of a concurrent foreign or state court proceeding, was not required, in lawsuit against municipality claiming that ordinance's "practical alternative" public agency utility exception (PAUE) requirement was preempted by National Trails Systems Act (NTSA), since there was no extensive involvement of

state law in claims before parallel state and federal proceedings and there was no congressional policy to avoid piecemeal litigation in adjudicating issue. U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d).

Cases that cite this headnote

[31] **Railroads**

← Abandonment and Forfeiture of Land or Rights

Fact that there was only one railbanked right-of-way in municipality did not convert facial challenge to ordinance's "practical alternative" public agency utility exception (PAUE) requirement into an "as applied" challenge under National Trails Systems Act (NTSA). U.S.C.A. Const. Art. 6, cl. 2; National Trails System Act, § 8(d), 16 U.S.C.A. § 1247(d).

1 Cases that cite this headnote

Attorneys and Law Firms

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ORDER

COUGHENOUR, District Judge.

This matter has come before the Court on Plaintiffs' Motion for Summary Judgment (Dkt. No. 24), Intervenor–Defendant's Motion for Summary Judgment (Dkt. No. 39), and Defendant's Cross Motion for Summary Judgment (Dkt. No. 41). The Court has considered the papers submitted by the parties in support of and in opposition to the motions and determined that oral argument is not necessary. For the reasons set forth in this Order, Plaintiffs' Motion is hereby GRANTED, Intervenor–Defendant's Motion is hereby DENIED, and Defendant's Cross Motion is likewise DENIED.

I. BACKGROUND

This action concerns the development of a recreational trail along a seven-mile section of the former Burlington Northern Santa Fe railroad right-of-way that runs along the east shore of Lake Sammamish.¹ Plaintiffs, the non-profit organizations Friends of the East Lake Sammamish Trail ("Friends") and the Cascade Land Conservancy ("CLC"), and Robert and Bente Pasko, residents of the City of Sammamish and members of Friends, support development of the East Lake Sammamish Trail on the right-

of-way. Defendant City of Sammamish and Intervenor-Defendant East Lake Sammamish Community Association (“ELSCA”), an association of Sammamish residents, many of whom reside along the east shore of Lake Sammamish along the former railbed, (hereinafter collectively “Defendants”) contest development of the trail. On September 11, 2003, Plaintiffs filed the instant action, challenging the constitutionality of the “practical alternative” prong of Interim Sammamish Development Code § 21A.24.070 and the identical Sammamish Municipal Code § 21A.50.070(2)(a)² by arguing that it is preempted by the National Trails Systems Act, 16 U.S.C. § 1247(d).

II. FACTS

In the late 1880s the Seattle Lake Shore & Eastern Railroad built a rail line from Issaquah north along the east shore of Lake Sammamish to Woodinville. The line, known as the Issaquah spur, eventually became part of the Burlington Northern/Santa Fe Railroad (“BNSF”) system. In 1996, BNSF ceased operations on its tracks through the East Lake Sammamish corridor and a year later CLC acquired BNSF's interests in the railbed by quit *1266 claim deed. CLC commenced Surface Transportation Board (“STB”) proceedings to railbank³ the right-of-way. The STB issued its Notice of Interim Trail Use (“NITU”)⁴ in September 1998. The NITU Decision provides in relevant part that “[i]f an agreement for interim trail use/railbanking is reached by the 180th day after service of this decision and notice, interim

trail use may be implemented.” (Ex. 1 to Roberts Decl. in Supp. of Pls.' Mot. for Summ. J. (“Roberts Decl.”).) CLC then quit claimed its interests in 10.9 miles of the railbanked railbed to King County on September 18, 1998. On December 15, 2000, the King County Council unanimously adopted an ordinance and appropriated funds for development of a soft surface trail on the railbanked East Lake Sammamish right-of-way.

King County then applied to the cities of Issaquah, Redmond, and Sammamish for land use permits to construct a gravel trail on the existing crushed rock surface of the rail corridor. On May 7, 1999, King County filed a grading permit application for its trail. Since parts of the proposed trail would pass through areas classified as “wetland” and “wetland buffer” under SMC ch. 21A.50, King County had to apply for a Public Agency Utility Exception (“PAUE”) to proceed with the trail's development. The Sammamish PAUE ordinance does not permit destruction or alteration of sensitive areas for public agency and utility projects unless it is shown that there is no practical alternative with less impact to sensitive areas:

The Department shall review the [PAUE] application based upon the following criteria: (a) there is no other practical alternative to the proposed development with less impact on the sensitive area; and (b) the proposal

minimizes the impact on sensitive areas.

SMC § 21A.50.070.

King County filed a PAUE application with the City of Sammamish on April 13, 2001. On April 12, 2002, the City of Sammamish Planning Director issued an initial City decision on the PAUE application, authorizing King County to pour a new gravel surface on the railbed, and requiring King County to offset and mitigate the loss of wetland buffer by preserving and enhancing other wetland areas within the railroad right-of-way. ELSCA appealed the City's decision, and King County and Mark Cross and Bente Pasko (both members of Friends) filed their own cross-appeals.

The City of Sammamish appointed a pro tem hearing examiner to conduct the appeal. On April 24, 2003, following discovery and a seven-day trial on the appeals, the hearing examiner issued his decision reversing the City's decision and denying the requested PAUE based on his findings and conclusions that practical alternatives existed⁵ with fewer impacts on protected environmentally sensitive areas than would *1267 occur with the County's proposed railbed-only trail alignment.

King County and ELSCA appealed the hearing examiner's decision to the Snohomish County Superior Court. On March 16, 2004, the court reversed certain elements of the PAUE decision and remanded the case to the City for further proceedings. It appears that the case is still

pending before the City. Of note is the Superior Court's finding that King County was precluded from raising the issue of federal preemption because it had failed to raise the issue before the hearing examiner. Despite this finding the court went on to find that even if the issue could be raised, the argument would fail as there is no federal preemption.

The PAUE for which King County applied would authorize only construction of a soft surface trail on the East Lake Sammamish rail corridor. The County is currently planning for a permanent paved trail to replace the interim trail. Should the County apply to build the permanent trail on the railbanked right-of-way, all parties to this litigation agree that the permanent trail will require another PAUE from the City of Sammamish that satisfies the requirements of SMC § 21A.50.070. Thus, this issue is still ripe for review.

As of April 2004, the soft surface East Lake Sammamish Trail was completed and open to the public in Redmond, Issaquah and unincorporated King County. The middle seven miles through Sammamish, however, remained closed.

III. ANALYSIS

Currently before the Court is Plaintiffs' Motion for Summary Judgment, which argues that the federal railbanking statute, 16 U.S.C. § 1247(d), and the STB Order which authorized King County to develop an interim trail on the inactive railroad right-of-way, preempt the application of the "practical alternative"

prong of SMC § 21A.50.070(2)(a) to any railbanked railroad right-of-way. Defendant City of Sammamish filed a Cross Motion for Summary Judgment, countering that Plaintiffs lack standing to bring this claim. Intervenor–Defendant ELSCA also sets forth multiple grounds for summary judgment against Plaintiffs in its own Motion for Summary Judgment, including Plaintiffs' failure to join an indispensable party (King County), failure to state a claim upon which relief can be granted, and failure to exhaust administrative remedies. Alternatively, ELSCA proposes that the *Pullman* abstention doctrine dictates that this Court abstain from deciding the federal preemption issue set forth in Plaintiffs' Complaint. The Court will address Defendants' procedural and jurisdictional arguments first.⁶

A. Summary Judgment

Rule 56 of the Federal Rules of Civil Procedure governs summary judgment motions, and provides in relevant part, that “[t]he judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law.” Fed.R.Civ.P. 56(c). In determining whether an issue of fact exists, the court must view all evidence *1268 in the light most favorable to the non-moving party and draw all reasonable inferences in that party's favor. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248–50, 106 S.Ct. 2505, 91 L.Ed.2d

202 (1986); Bagdadi v. Nazar, 84 F.3d 1194, 1197 (9th Cir.1996). A genuine issue of material fact exists where there is sufficient evidence for a reasonable fact-finder to find for the non-moving party. Anderson, 477 U.S. at 248, 106 S.Ct. 2505. The moving party bears the burden of showing that there is no evidence which supports an element essential to the non-movant's claim. Celotex Corp. v. Catrett, 477 U.S. 317, 322, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). The parties all assert that there are no material facts at issue, thus this matter is particularly well suited for decision by summary judgment. The Court agrees.

B. Standing

[1] Defendants challenge Plaintiffs' standing to bring this action by characterizing their interest as a mere desire for speedier construction of a recreational trail, and by arguing that Plaintiffs cannot demonstrate that they have suffered an injury to a legally protected interest. Defendants further argue that prudential limitations bar Plaintiffs' suit.

[2] [3] A showing of standing is an essential predicate to federal jurisdiction. Florida Audubon Soc'y v. Bentsen, 94 F.3d 658, 663 (D.C.Cir.1996). The Plaintiffs in this case, as the parties asserting federal jurisdiction, have the burden of establishing the elements of standing. Los Angeles County Bar Ass'n v. Eu, 979 F.2d 697, 701 (9th Cir.1992). “To meet this burden, the litigant must clearly and specifically set forth facts sufficient to satisfy those Article III standing requirements.” Whitmore v. Arkansas, 495 U.S. 149, 155–56, 110 S.Ct. 1717, 109

L.Ed.2d 135 (1990). Those requirements are as follows:

(1) that the plaintiff have suffered an “injury in fact”— an invasion of a judicially cognizable interest which is (a) concrete and particularized and (b) actual or imminent, not conjectural or hypothetical; (2) that there be a causal connection between the injury and the conduct complained of— the injury must be fairly traceable to the challenged action of the defendant, and not the result of the independent action of some third party not before the court; and (2) that it be likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision.

Bennett v. Spear, 520 U.S. 154, 167, 117 S.Ct. 1154, 137 L.Ed.2d 281 (1997) (citing Lujan v. Defenders of Wildlife, 504 U.S. 555, 560–61, 112 S.Ct. 2130, 119 L.Ed.2d 351 (1992)). Since Defendants only challenge the existence of an “injury in fact” and the applicability of prudential limitations, the Court will only address these two aspects of standing.

1. Injury in Fact

[4] Plaintiffs must show that they have “sustained or [are] immediately in danger of sustaining some direct injury as the result of the challenged official conduct and the injury or threat of injury must be both real and immediate, not conjectural or hypothetical.” City of Los Angeles v. Lyons, 461 U.S. 95, 101–102, 103 S.Ct. 1660, 75 L.Ed.2d 675 (1983). To support their argument that Plaintiffs have failed to assert a cognizable injury, Defendants rely on Sierra Club v. Morton, 405 U.S. 727, 92 S.Ct. 1361, 31 L.Ed.2d 636 (1972). In that case the Supreme Court found that the Sierra Club's asserted interest in “the *1269 conservation and the sound maintenance of the national parks, game refuges, and forests of the country” was insufficient for standing purposes because there was no allegation any of the Sierra Club members ever used the area in question. The Supreme Court stated:

The Sierra Club failed to allege that it or its members would be affected in any of their activities or pastimes by the...development. Nowhere in the pleadings or affidavits did the Club state that its members use Mineral King for any purpose, much less that they use it in a way that would be significantly affected by the proposed actions of respondents.

Id. at 735, 92 S.Ct. 1361. See also Lujan v. National Wildlife Federation, 497 U.S. 871, 883, 110 S.Ct. 3177, 111 L.Ed.2d 695 (1990) (finding that plaintiffs were

not entitled to standing unless they could demonstrate that they used specific federal lands that were being mined under the new federal regulations). The case at bar, however, cannot fail on these same grounds since Plaintiffs have alleged that they do use the area in question, and that their activities and pastimes have been affected by the proposed trail development plans. (See Pasko Decl. in Supp. of Pls.' Mot. for Summ. J. ¶¶ 2–4; Duvernoy Decl. in Supp. of Pls.' Mot. for Summ. J. ¶¶ 3–4.) Defendants' argument also ignores CLC's economic and property interests through its investment in the development of the trail, and its contractual interest in the right-of-way, should King County fail in its efforts to develop the trail. (See Duvernoy Decl. ¶ 3.) See, e.g., Tyler v. Cuomo, 236 F.3d 1124, 1132 (9th Cir.2000) (finding standing based on plaintiffs' property interests).

[5] In contrast to *Sierra Club*, the Court finds *United States v. Students Challenging Regulatory Agency Procedures (SCRAP)*, 412 U.S. 669, 93 S.Ct. 2405, 37 L.Ed.2d 254 (1973), to be more on-point. In *SCRAP* the Supreme Court upheld the standing of a group of students who maintained that their enjoyment of the forests, streams, and mountains in the Washington D.C. areas would be lessened as a result of an increase in railroad freight costs that would then have a domino effect of discouraging the use of recycled goods due to higher shipping costs which would lead to more use of natural resources, including more mining and pollution in the immediate area. *Id.* at 688, 93 S.Ct. 2405. See also *Friends of the Earth v. Laidlaw Env'tl. Servs.*,

Inc., 528 U.S. 167, 120 S.Ct. 693, 145 L.Ed.2d 610 (2000) (holding plaintiffs had standing to challenge environmental harm because they alleged that they used the affected areas for recreational purposes). The lesson from these cases is that a plaintiff's complaint must specifically allege that he or she has personally suffered an injury. Plaintiffs, by alleging personal injuries, demonstrate that they understand this lesson. (See, e.g., Compl. ¶¶ 2.1–2.3.) In sum, the Court finds that Plaintiffs have demonstrated “injury in fact” through an inability to use and enjoy the trail as a result of its stymied development allegedly due to the City of Sammamish's PAUE permitting requirements.

2. Prudential Limitations

[6] [7] [8] Defendants also object that Plaintiffs lack standing based on prudential limitations invoked to guard against generalized grievances. The prohibition against generalized grievances prevents individuals from suing if their only injury is as a citizen. *Warth v. Seldin*, 422 U.S. 490, 499, 95 S.Ct. 2197, 45 L.Ed.2d 343 (1975). The existence of a generalized *1270 grievance is not determined simply by the number of people affected. *Desert Citizens Against Pollution v. Bisson*, 231 F.3d 1172, 1177 n. 5 (9th Cir.2000). Rather, a generalized grievance is where the plaintiffs sue solely as citizens concerned with having the government follow the law. *Northern Plains Res. Council v. Lujan*, 874 F.2d 661, 668 (9th Cir.1989). As the Court has already found, however, Plaintiffs have alleged a legally cognizable injury, which inherently requires a conclusion that Plaintiffs' injuries

are personal, not merely general. The fact that other King County and Sammamish residents might also claim injury based on the inability to use the proposed trail does not mandate that the Court find Plaintiffs' grievance to be too general to support standing. To the contrary, the Court finds that Plaintiffs have alleged an "injury in fact" and that prudential limitations do not apply. As a matter of law Defendants' standing arguments must fail. Plaintiffs have the standing necessary to bring this suit.

C. Necessary and Indispensable Party

[9] Defendants further argue that King County, as the trail proponent and property owner, is a necessary party under Fed.R.Civ.P. 19(a), that King County cannot be joined because it lacks standing to sue, and that King County should be deemed "indispensable" under the four factor test in Fed.R.Civ.P. 19(b), forcing dismissal of this action.

Fed.R.Civ.P. 19 ("Rule 19") governs the compulsory joinder of parties needed for just adjudication. In general, "necessary" refers to those absentees who should be joined in the pending case; if joinder is infeasible, the present action can continue without a necessary party. 4 James W. Moore et al., *Moore's Federal Practice and Procedure* § 19.02[2][c] (3d ed.1997). "Indispensable" refers to those absentees who must be joined in the pending case if it is to go on; if joinder is infeasible the present action must be dismissed. *Id.* In federal question cases, such as the case at bar,⁷ federal law governs whether any party is "necessary"

or "indispensable." 7 Charles A. Wright, Arthur R. Miller & Mary Kay Kane, *Fed. Prac. and Proc.: Civil 3d* § 1603 at 30.

[10] [11] Analysis under Rule 19 is a two-step process. First the Court must decide whether King County, the absentee, is a "necessary party" under Rule 19(a). If the Court finds that King County is a necessary party, then it must consider whether King County can be joined, and if not, whether "in equity and good conscience the action...should be dismissed." Washington v. Daley, 173 F.3d 1158, 1169 (9th Cir.1999). The burden of proving that a case should be dismissed for failure to join a necessary party falls to the moving party. Makah Indian Tribe v. Verity, 910 F.2d 555, 558 (9th Cir.1990).

1. Is absentee needed for just adjudication?

An absent party is a necessary party if a court finds any of the following requisites have been met:

- (1) in the person's absence complete relief cannot be accorded among those already *1271 parties, or
- (2) the person claims an interest relating to the subject of the action and is so situated that the disposition of the action in the person's absence may (i) as a practical matter impair or impede the person's ability to protect that interest, or (ii) leave any of the persons

already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest.

Fed.R.Civ.P. 19(a).

[12] Defendants argue that complete relief cannot be accorded in the County's absence since King County would not be bound by a decision from this Court adverse to Plaintiffs. The purpose of the “complete relief” clause is to avoid duplicative litigation. *See Northrop Corp. v. McDonnell Douglas Corp.*, 705 F.2d 1030, 1043 (9th Cir.), cert. denied, 464 U.S. 849, 104 S.Ct. 156, 78 L.Ed.2d 144 (1983). It is to be interpreted narrowly, which is to say that the concern is in rendering complete justice among those already joined, not in finding an absentee is necessary simply to avoid multiple litigation. *Id.* at 1046. The Court finds that a ruling from this Court would provide complete relief among those already parties to this suit. Defendants' concern that King County would not be bound by a decision in Defendants' favor is both irrelevant given the Court's findings on the federal preemption issue, *see* discussion *infra* at 14–15, and relates solely to the avoidance of multiple litigation.

[13] Defendants further argue under Rule 19(a)(2)(i) that King County is a necessary party because it is the property owner, project permit applicant, the entity financially responsible for the railbed pursuant to the NITU, and will ultimately operate the trail. It is unquestionable that

King County has an interest in the case at bar. However, interest in the subject matter alone does not make one a necessary party. Given that King County is aware of this litigation and has chosen to entrust Plaintiffs to adequately litigate the issue of federal preemption (*see* Decl. of Ron Sims in Opp. to ELSCA's Mot. for Summ. J. ¶ 10), it would make little sense for the Court to find that King County's absence would impair its ability to protect its interest.

[14] Finally, Defendants express concern that the current parties could be subjected to inconsistent obligations in light of the state court decision rejecting the County's preemption claims. The Snohomish County Superior Court held that King County waived the right to litigate the preemption issue by failing to raise it before the hearing examiner. Plaintiffs were not parties to that action and are not bound by it. Therefore, a decision in this matter would simply moot that portion of the state court's order requiring application of the “practical alternative” requirement in SMC § 21A.50.070(2)(a) on remand. It does not subject Defendants to inconsistent obligations. *See Delgado v. Plaza Las Americas, Inc.*, 139 F.3d 1, 3 (11th Cir.1998). Moreover, a ruling in Plaintiffs' favor by this Court does not limit the application of SMC § 21A.50.070(2)(a) to the East Lake Sammamish Trail alone—it limits its application to all railbanked rights-of-way approved for interim trail use by the STB. Finally, even if there were a risk of inconsistent obligations, which there is not, joining King County in this litigation would

not obviate that risk. King County is not a necessary party.

In light of this finding, the Court need not proceed to the second step of the ***1272 Rule 19** analysis. Defendants' "necessary and indispensable party" arguments fails as a matter of law.

D. Failure to state a claim

[15] Defendants argue that Plaintiffs' "purported facial challenge to a local ordinance based upon conflict preemption" does not state a claim upon which relief can be granted. Additionally, Defendants argue that Plaintiffs' failure to exhaust administrative remedies, which they avoid by characterizing this as a "facial challenge" instead of an "as applied" challenge, also bars Plaintiffs' complaint.

[16] Plaintiffs have raised a conflict preemption challenge essentially arguing that since the STB has designated the East Lake Sammamish right-of-way for development of a recreational trail, it is therefore beyond the power of the City of Sammamish to require King County to secure the right to develop a trail on the right-of-way, as opposed to near the right-of-way. The Court understands this to mean Plaintiffs are arguing that any application of the City's "practical alternatives" PAUE requirement goes above and beyond merely imposing safety, land use, or zoning regulations on a trail developed on railbanked land, and thus is *per se* preempted by the federal Rails to Trails Act. *Cf. California Coastal Comm'n v. Granite Rock*, 480 U.S. 572, 580, 107 S.Ct. 1419, 94 L.Ed.2d

577 (1987). This clearly states a claim upon which relief can be granted. There are no administrative remedies requiring exhaustion before the Court can hear Plaintiffs' conflict preemption challenge. As a matter of law, the Court cannot grant summary judgment on this issue.

E. Abstention

[17] **[18]** Defendants also argue that the *Pullman* abstention doctrine precludes this Court from reviewing Plaintiffs' claim. Only in exceptional cases may a court abstain from resolving claims that are within its jurisdiction. *United States v. Morros*, 268 F.3d 695, 703 (9th Cir.2001). However, abstention is appropriate when resolution of a state issue would terminate a controversy and allow constitutional adjudication to be avoided. *Railroad Comm'n of Texas v. Pullman Co.*, 312 U.S. 496, 501, 61 S.Ct. 643, 85 L.Ed. 971 (1941).

Defendants' argument that the *Pullman* abstention doctrine applies ignores clear Ninth Circuit precedent stating that in preemption cases *Pullman* abstention is inappropriate.⁸ *See Fireman's Fund Ins. Co. v. City of Lodi*, 302 F.3d 928, 940 n. 12 (9th Cir.2002) (stating that preemption, as a federal question, is not considered a constitutional issue); *Morros*, 268 F.3d at 704 (same); *Hotel Employees and Rest. Employees Int'l Union v. Nevada Gaming Com'n*, 984 F.2d 1507, 1512 (9th Cir.1993) (same); *Knudsen Corp. v. Nevada State Dairy Com'n*, 676 F.2d 374, 377–378 (9th Cir.1982) (same). Moreover, Defendants characterization of this case as a land

use case is not an accurate description of the preemption issue before this Court. The controversy has not been terminated following remand to the City of Sammamish by the Snohomish County Superior Court *1273 since this case is not about how the ordinance *applies*, it is about the *constitutionality* of the ordinance. Once a definitive ruling has been issued on whether the ordinance is preempted, then the City and the state courts are free to decide how it applies to the East Lake Sammamish Trail.

F. Preemption

[19] [20] [21] The preemption doctrine is a corollary of the Supremacy Clause⁹ of the United States Constitution, and in general provides that any municipal law that is inconsistent with federal law is without effect. Of the three types of preemption, explicit, field, and conflict preemption, this case only concerns the latter. Conflict preemption applies where a state law “stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.” *Young v. Coloma–Agaran*, 340 F.3d 1053, 1056 (9th Cir.2003) (quoting *Freightliner Corp. v. Myrick*, 514 U.S. 280, 287, 115 S.Ct. 1483, 131 L.Ed.2d 385 (1995)). It can exist “even when Congress has chosen to include an express preemption clause in a statute.” *Nathan Kimmel, Inc. v. DowElanco*, 275 F.3d 1199, 1204 (9th Cir.2002) (citing *Freightliner*, 514 U.S. at 287, 115 S.Ct. 1483). See also *Geier v. American Honda Motor Co.*, 529 U.S. 861, 869, 120 S.Ct. 1913, 146 L.Ed.2d 914 (2000).

[22] It is without question that federal regulation of railroads is both pervasive and comprehensive. See, e.g., *Chicago & N.W. Transp. Co. v. Kalo Brick & Tile Co.*, 450 U.S. 311, 318, 101 S.Ct. 1124, 67 L.Ed.2d 258 (1981). In amending the National Trails System Act Congress sought to effect two purposes: (1) to “preserve established railroad rights-of-way for future reactivation of rail service, to protect rail transportation corridors, and to encourage energy efficient transportation use,” and (2) to “encourage the development of additional trails” and “assist recreation[al] users by providing opportunities for trail use on an interim basis.” *Preseault v. Interstate Commerce Comm'n*, 494 U.S. 1, 17–18, 110 S.Ct. 914, 108 L.Ed.2d 1 (1990). The section of the Act at issue in this case, 16 U.S.C. § 1247(d), provides as follows:

The Secretary of Transportation, the Chairman of the Surface Transportation Board, and the Secretary of the Interior, in administering the Railroad Revitalization and Regulatory Reform Act of 1976, shall encourage State and local agencies and private interests to establish appropriate trails using the provisions of such programs. Consistent with the purposes of that Act, and in furtherance of the national policy to preserve established railroad rights-of-way for

future reactivation of rail service, to protect rail transportation corridors, and to encourage energy efficient transportation use, in the case of interim use of any established railroad rights-of-way...such interim use shall not be treated, for purposes of any law or rule of law, as an abandonment of the use of such rights-of-way for railroad purposes.

It is therefore clear that railbanked corridors remain part of the national rail transportation system subject to the jurisdiction *1274 of the STB. Preseault, 494 U.S. at 5–6 n. 3, 110 S.Ct. 914; Good v. Skagit County, 17 P.3d 1216, 1219 (Wash.App.2001).

Moreover, Congress has determined that every inactive railroad right of way is appropriate for trail use. See Citizens Against Rails-To-Trails v. Surface Transp. Bd., 267 F.3d 1144, 1153 (D.C.Cir.2001); Idaho N. & Pacific R.R. Co., 1998 WL 146208, *8 (1998) (quoting IOWA S. R.R. CO.—EXEMPTION—ABANDONMENT IN POTTAWATTAMIE, MILLS, FREMONT AND PAGE COUNTIES, IA, 1989 WL 239065, 5 I.C.C.2d 496, 502–503 (1989)). While all parties agree that state and local governments have the right “to impose appropriate safety, land use, and zoning regulation on recreation trails,” see IOWA SOUTHERN, 1989 WL 239065, 5 I.C.C.2d at 505, Plaintiffs argue that these regulations

apply only to the extent that they do not frustrate development of a trail on the railbanked right of way.¹⁰ This Court agrees. The purpose of the Rails to Trails Act is not to encourage the development of recreational trails near inactive railroad rights of way—it is to encourage the transition of these railbeds into recreational trails, and to preserve the right-of-way for possible future railroad reactivation.¹¹ In the case at bar, the STB has entered an order declaring that “interim trail use may be implemented” over the section of railbanked land at issue. (See Ex. 1 to Roberts Decl.) That the hearing examiner overturned the PAUE on the grounds that there are practical alternatives to location of the trail on the right-of-way demonstrates that this provision of the SMC “stands as a obstacle to the accomplishment and execution of the full purposes and objectives of Congress.” As a result, the Court finds that 16 U.S.C. § 1247(d) preempts the application of SMC § 21A.50.070(2)(a) to any railbanked railroad right-of-way. Summary judgment in Plaintiffs' favor is necessitated as a matter of law.

IV. CONCLUSION

In sum, the Court finds and rules as follows:

- (1) Plaintiffs have standing to bring suit. Defendant City of Sammamish's Motion for Summary Judgment is DENIED.

*1275 (2) King County is not a necessary party, Plaintiffs have stated a claim upon which relief can be granted, and application of the *Pullman* abstention

doctrine is inappropriate. Defendant–Intervenor ELSCA's Motion for Summary Judgment is DENIED.

(3) U.S. Const. art. VI, cl. 2, 16 U.S.C. § 1247(d), and the September 16, 1998 decision of the Surface Transportation Board in *The Burlington Northern and Santa Fe Railway Company—Abandonment Exemption—In King County, WA.*, STB Docket No. AB–6 (Sub. No. 380X) preempt the application to any railbanked railroad right-of-way of those portions of Sammamish Municipal Code § 21A.50.070 that require an applicant for a Public Agency Utility Exception to show that “there is no practical alternative to the proposed development with less impact on sensitive areas.” Plaintiffs' Motion for Summary Judgment is GRANTED.

(4) The Clerk is directed to enter judgment accordingly.

ORDER

This matter comes before the Court on Intervenor–Defendant East Lake Sammamish Community Association's Motion for Reconsideration (Dkt. No. 73). ELSCA challenges the Court's January 5, 2005 Order granting summary judgment in favor of Plaintiffs. Specifically, ELSCA argues that the Court committed manifest error in declining to abstain, or, alternatively, that the Court erred by applying the incorrect legal standard

to Plaintiffs' preemption challenge to the Sammamish Municipal Code § 21A.50.070. For the following reasons, ELSCA's Motion for Reconsideration is hereby DENIED.

[23] **[24]** ELSCA asserts that it was manifest error for the Court to limit its abstention analysis solely to the doctrine set forth in *Railroad Commission of Texas v. Pullman Company*, 312 U.S. 496, 61 S.Ct. 643, 85 L.Ed. 971 (1941).¹ Yet, even if the Court had considered the other myriad abstention doctrines, the result would have been the same. For example, had the Court considered *Burford v. Sun Oil Company*, 319 U.S. 315, 63 S.Ct. 1098, 87 L.Ed. 1424 (1943), it would have found abstention to be inappropriate in the case at bar. *Burford* abstention is appropriate where a case involves an unclear state law question of vital local concern, which must be addressed through a centralized unified state administrative system. *Id.* at 332, 63 S.Ct. 1098. It does not take a thorough recitation of the facts to realize that *Burford* is inapposite. It is simply enough to observe that, rather than involving a question of state law, the parties' dispute involved a question of preemption under federal law, thus it fails the first part of the *Burford* test. *See New Orleans Pub. Serv., Inc. v. New Orleans*, 491 U.S. 350, 362, 109 S.Ct. 2506, 105 L.Ed.2d 298 (1989) (finding that adjudication of plaintiff's federal preemption claim “would not disrupt the State's attempt to ensure uniformity in the treatment of an ‘essentially local problem,’ [citation omitted].”); *U.S. v. Commonwealth *1276 of Kentucky*, 252 F.3d 816, 827 (6th Cir.2001) (finding *Burford* abstention not warranted where case

involved a question of preemption under federal law, not a question of state law).

[25] **[26]** **[27]** Moreover, abstention under *Younger v. Harris*, 401 U.S. 37, 91 S.Ct. 746, 27 L.Ed.2d 669 (1971), and its progeny would have likewise been inappropriate. Abstention under the principles of *Younger* is required upon demonstration of three factors: (1) there is an on-going state proceeding; (2) important state interests are implicated; and (3) the federal litigant is not barred from litigating federal constitutional issues in that proceeding. *Gilbertson v. Albright*, 381 F.3d 965, 978 (9th Cir.2004). “Direct interference” with the state court proceeding is no longer required as a condition of *Younger* abstention. *Id.* Here the first factor is satisfied since there is no dispute that the state court action was on-going when Plaintiffs filed this federal action. However, despite ELSCA's attempt to characterize the underlying issue as one affecting a state's land use decisions (an important state interest), the Court must look to the “importance of the generic proceedings to the state” rather than inquiring “into the substantiality of the State's interest in the *outcome* of the particular case.” *NOPSI*, 491 U.S. at 365, 109 S.Ct. 2506 (emphasis in original). Upon such inquiry it becomes clear that the true issue at stake concerns regulation of the railroads, which includes regulation of railbanked rights-of-way. Given the pervasive federal regulation in this field,² this case clearly implicates important federal interests, rather than important state interests. *Cf. NOPSI*, 491 U.S. at 365, 109 S.Ct. 2506 (reiterating that regulation of

utilities is “one of the most important of the functions traditionally associated with the police power of the States”). Because *Younger* abstention principles do not mandate abstention when the dispute does not implicate “important state interests” as refined by *NOPSI*, the Court did not err in declining to abstain from reaching the merits of Plaintiffs' federal preemption claim.

[28] **[29]** **[30]** Finally, even consideration of *Colorado River Water Conservation District v. United States*, 424 U.S. 800, 96 S.Ct. 1236, 47 L.Ed.2d 483 (1976), shows that abstention in this matter is not appropriate. *Colorado River*, and subsequent caselaw, emphasizes the discretionary nature of a federal court's decision to abstain from exercising validly conferred jurisdiction. *See id.* at 817, 96 S.Ct. 1236. Factors relevant to a court's decision to abstain include: (1) whether the state court or the federal court has assumed jurisdiction over the res or property; (2) which forum is more convenient to the parties; (3) whether abstention would avoid piecemeal litigation; (4) which court obtained jurisdiction first; and (5) whether federal law or state law provides the basis for the decision on the merits. *See Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 15–16, 23, 103 S.Ct. 927, 74 L.Ed.2d 765 (1983). However, the “mere potential for conflict in the results of adjudications is not the kind of ‘interference’ that merits federal court abstention.” *Green v. City of Tucson*, 255 F.3d 1086, 1097 (9th Cir.2001) (citing *Colorado River*, 424 U.S. at 816, 96 S.Ct. 1236) (internal quotations omitted). Important to the Supreme Court's holding

in *Colorado River* were its findings of the extensive involvement *1277 of state water rights in the claims before the parallel state and federal proceedings, and the existence of federal legislation reflecting a congressional policy to avoid piecemeal litigation in adjudicating water rights. *Colorado River*, 424 U.S. at 819–20, 96 S.Ct. 1236. Similar factors are notably absent from the case at bar. It would be inappropriate for the Court to rely on *Colorado River* as supporting abstention in this case.

[31] Alternatively, ELSCA argues that the Court “overlooked the significant difference between a ‘facial’ and an ‘as applied’ challenge to legislation,” (Mot. for Recons. at 5), thus the Court's Order was in manifest error. ELSCA correctly points out that the standard applied to a “facial” constitutional challenge is different from the standard used in an “as applied” constitutional challenge. (ELSCA's Mot. for Summ. J. at 14–16.) However, in granting summary judgment in favor of Plaintiffs, the Court found that

the National Trails System Act, 16 U.S.C. § 1247(d), preempts the practical alternatives prong of the Sammamish Municipal Code § 21A.50.070 *each and every time* that requirement is used to prevent development of a trail on a railbanked right-of-way. In reaching this conclusion the Court appropriately focused on the standard applicable to a facial challenge. The fact that there may be only one railbanked right-of-way in the City of Sammamish does not convert Plaintiffs' facial challenge into an “as applied” challenge. The Court applied the correct legal standards in its preemption analysis.

In sum, the Court finds no error in its January 5, 2005 Order. For the aforementioned reasons, ELSCA's Motion for Reconsideration is DENIED.

All Citations

361 F.Supp.2d 1260

Footnotes

- 1 The right of way, which varies from 50 to 200 feet wide, traverses parts of Redmond, Sammamish and Issaquah. Approximately 7.2 miles of the corridor lie within the City of Sammamish.
- 2 The City of Sammamish recodified its ordinances on October 7, 2003. Former Interim Sammamish Development Code (“ISDC”) § 21A.24.070 is now recodified, without change, at Sammamish Municipal Code (“SMC”) § 21A.50.070. The Court will refer to the recodified Public Agency and Utility Exception Ordinance, SMC § 21A.50.070, in the Analysis and Conclusion sections of this Order.
- 3 “Railbanking” describes the process of preserving inactive railroad rights-of-way as recreational trails.
- 4 A NITU authorizes potential interim use of a railbed for trail purposes subject to a trail manager's assuming financial responsibility for the property and subject to possible future reconstruction and reactivation of the right-of-way for rail service under 49 C.F.R. § 1152.29.
- 5 The hearing examiner agreed with ELSCA that its plan (named the Rundle–Haro Plan), which detoured for various segments away from the wetland areas on the railbanked right-of-way, was a practical alternative with fewer impacts.
- 6 Although the City of Sammamish did not specifically join in ELSCA's Motion for Summary Judgment, both parties presumably desire the same outcome—an entry of summary judgment against Plaintiffs. Therefore, for ease of reference, the Court will refer to the various arguments as arising collectively from “Defendants” rather than identify which party set forth which argument.

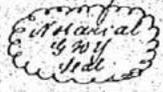
- 7 This matter does not, as Defendants suggest, arise out of King County's property interest in the railbanked right-of-way. Rather, the cause of action is federal preemption, and thus arises "under the Constitution, laws, or treaties of the United States." See 28 U.S.C. § 1331.
- 8 Perhaps that is why Defendants have abandoned the argument in their Reply and argue instead that the Court should abstain under the *Colorado River* Doctrine. Defendants raise the specter of *Colorado River* abstention for the first time in their reply brief. As such, the matter is not appropriately before the Court, and Plaintiffs' Surreply Motion to Strike (Dkt. No. 53) is therefore GRANTED.
- 9 The Supremacy Clause provides: "[t]his Constitution and the laws of the United States which shall be made in pursuance thereof; in all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land." U.S. Const. art. VI, cl. 2.
- 10 Defendants attempt to discredit Plaintiffs' preemption argument by pointing out several instances throughout the PAUE permitting process during which King County committed to complying with all state and local permitting requirements is unavailing. Implicit in these statements is a commitment to comply with all environmental regulations as they might be applied to the railbanked land. Indeed this is still a commitment Plaintiffs appear willing to make. (See Pls.' Mot. at 2:10–2:12, 16 n. 4.) By agreeing to comply with all permitting requirements as they relate to development of the trail on the railbanked land, Plaintiffs have not ceded their right to argue federal preemption of parts of these regulations that might require the County to locate the proposed trail elsewhere.
- 11 This decision squares with the reasoning of our sister court in Idaho, who addressed a strikingly similar set of facts. In *Blendu v. Friends of the Weiser River Trail, Inc.*, Civ. No. 98–0311–S–BLW, 1999 WL 33944266 (D. Idaho June 10, 1999) (Ex. 10 to Roberts Decl.) opponents of a proposed trail sought to enjoin trail use of a railbanked right-of-way on grounds that recreational use of the corridor was inconsistent with a county zoning ordinance. The district court held, "[t]he STB has...clearly indicated its intention to cede back to states and local governments the right to impose zoning and safety regulations on the trails *so long as those regulations do not interfere with* (1) the railroad's right to convert the corridor back into a railway at some point in the future and (2) *the trail managers's right and ability to maintain the right-of-way as a recreational trail in the interim*" (emphasis added). *Id.* at 11.
- 1 This argument is based on the Ninth Circuit's reference in *Gilbertson v. Albright*, 381 F.3d 965 (9th Cir.2004), to the Supreme Court's observation that "the various types of abstention are not rigid pigeon-holes into which Federal Courts must try to fit cases [...]." *New Orleans Pub. Serv., Inc. v. New Orleans*, 491 U.S. 350, 359, 109 S.Ct. 2506, 105 L.Ed.2d 298 (1989) (internal citation omitted). (See Mot. for Recons. at 3.)
- 2 See, e.g., *Chicago v. N.W. Transp. Co. v. Kalo Brick & Tile Co.*, 450 U.S. 311, 318, 101 S.Ct. 1124, 67 L.Ed.2d 258 (1981).

EXHIBIT 8

	King County Parcel Number	Owner on Record with King County Assessor	Relevant Deed	Railroad Conveyance Deed	Easements
1.	292506-9007	King County-Parks	EXH 2 - TLC to KC Deed 199809181252	EXH 9 - Hutchinson Deed EXH 10 – Reeves Deed	
2.	322506-9015	King County-Parks	EXH 2 - TLC to KC Deed 199809181252	EXH 11 - Davis Deed EXH 12 – Yonderpump Deed EXH 13 – Sbedzuse Deed EXH 14 - Tahalthkut Deed	
3.	062406-9013	King County-Parks	EXH 2 - TLC to KC Deed 199809181252	EXH 15 – Hilchkanum Deed EXH 16 – Land Grant	EXH 20 - Reinhardtsen EXH 21 - Rogalski EXH 22 - Ivanhoff (Lunsford) EXH 23 - Pickering EXH 24 - Buck
4.	072406-9004	King County-Parks	EXH 2 - TLC to KC Deed 199809181252	EXH 17 – Tibbets Deed EXH 18 – Fuller Deed EXH 19 – Fuller Deed	
5.	082406-9214	King County-Parks	EXH 2 - TLC to KC Deed 199809181252	EXH 16 - Land Grant	
6.	357530-0260	Inglewood Parking Lot Parcel owned by King County Parks	EXH 26 - Bark-Jensen Deed 2002	N/A	N/A
7.	357530-0340	Inglewood Parking Lot Parcel owned by King County Parks	EXH 26 - Bark-Jensen Deed 2002	N/A	N/A
8.	357530-0365	Inglewood Parking Lot Parcel owned by King County Parks	EXH 26 - Bark-Jensen Deed 2002	N/A	N/A
9.	357530-0370	Inglewood Parking Lot Parcel owned by King County Parks	EXH 26 - Bark-Jensen Deed 2002	N/A	N/A
10.	357530-0460	Inglewood Parking Lot Parcel owned by King County Parks	EXH 26 - Bark-Jensen Deed 2002	N/A	N/A

EXHIBIT 9

under my hand and official seal this 20th day of July A.D. 1889



W. W. Vancey
Notary Public in and for Washington

Filed for Record at request of C. C. Watkins July 24th 1889 at 22 min past 1 P.M.

C. C. Watkins
County Clerk for
Deputy

35352

N. P. R. R. Co
to

Deed.

J. Paul Hutchinson John L. Ayer and C. Eugene Chapin Pacific Division

Contract No 4753 Northern Pacific Railroad Company Ind. No. 1090

This indenture made the fourth day of April in the year of our Lord one thousand eight hundred and eighty nine by and between the Northern Pacific Railroad Company a corporation created by and existing under an Act of the Congress of the United States of America entitled "An act granting lands to aid in the construction of a Railroad and Telegraph line from Lake Superior to Puget Sound on the Pacific Coast by the Northern Route" approved July 2, 1864 party of the first part the Central Trust Company of New York a corporation existing under the laws of the State of New York Trustee under a certain indenture of Mortgage or deed of trust made by the said party of the first part and bearing date the first day of January A.D. one thousand eight hundred and eighty one party of the second part and J. Paul Hutchinson John L. Ayer and C. Eugene Chapin of the City of Seattle in the County of King and Territory of Washington parties of the third part. Whereas the said party of the first part under and by virtue of the said Act of Congress became and is the grantee of certain lands situate in the Territory of Washington and did execute and deliver to the said party of the second part a mortgage in part of the said lands in trust for the purposes therein mentioned and bearing date the first day of January A.D. one thousand eight hundred and eighty one and duly filed and recorded in the Office of the Secretary of the Interior in the City of Washington and whereas it is provided and contained in said mortgage among other things that the said party of the first part shall at all times be at liberty to contract for the sale of any parcel or parcels of said land at such price or prices as to it shall seem reasonable not below the appraised thereof approved by the said party of the second part and that upon deposit of the proceeds of such sale or sales with the said party of the second part whether the same be in cash bonds coupons or other securities it shall by deed or

deeds executed by it or its authorized attorney or attorneys release the land so sold and paid for from the lien created thereby and Whereas the said party of the first part has contracted to sell and convey to the said parties of the third part the parcels of the said lands which are hereinafter described free from the encumbrance of the said mortgage for the price hereinafter specified being not less than the appraisal thereof approved by the said party of the second part and the said Trustee has become a party hereto for the purpose of releasing the said land hereby conveyed from the said encumbrance so that the said parties of the third part their heirs and assigns shall see and hold the same free from any lien existing by reason of said mortgage Now this indenture witnesseth that the said parties of the first and second parts by virtue of the said powers

in said mortgage expressed and of all others their powers and estates in the premises and for and in consideration of the sum of One thousand two hundred thirteen and $\frac{22}{100}$ (\$ 1213 $\frac{22}{100}$) dollars unto the said party of the first part and by it unto the said party of the second part well and truly paid at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged have granted bargained and sold aliened released conveyed and confirmed and by these presents do grant bargain and sell alien release convey and confirm unto the said parties of the third part their heirs and assigns the following described tract or parcels of land situate and being in the County of King in the Territory of Washington that is to say The Lots Numbered Three (3) and four (4) and Southeast quarter of section No twenty nine (29) in Towns Ship No Twenty five (25) North of Range No six (6) East of the Willamette Meridian containing according to the United States government survey One hundred eighty six and $\frac{65}{100}$ (186 $\frac{65}{100}$) acres more or less together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining and all the estate right title interest property claim and demand whatesoever of the said parties of the first and second parts and of each of them respectively in law equity or otherwise of in and to the same and every part thereof To have and to hold the said granted and conveyed lands and premises with the appurtenances unto the said parties of the third part their heirs and assigns forever free and clear of the lien and encumbrance of the said Indenture of Mortgage and of all the trusts therein or thereby declared or created and free and clear of all other liens charges and encumbrances except taxes and assessments of any kind or assessed since the Twelfth first day of March 1857 and the said party of the first part for itself and its successors does by these presents covenant and agree to and with the said parties of the third part their heirs and assigns that it shall and will warrant and defend the title to the said granted premises

res. unto the said parties of the third part their heirs and assigns forever against the lawful claims of all persons whomsoever except for taxes or assessments as aforesaid and as to which if any the said parties of the third part hereby assumes to pay the same. In Witness whereof the said parties of the first and second parts have caused these presents to be sealed with their respective corporate seals the day and year first above written

Corporate
seal

Corporate
seal

Northern Pacific Railroad Company
by James Williams Vice President
Messrs H. Earl Assistant Secretary
Perual Trust Company of New York
by E. Francis Hyde 2nd Vice President
Messrs C. P. Babcock Secretary

Shabed and delivered in the presence of
L. R. Hilder
Frank E. Earl

State of New York } ss Be it remembered that on this third day of May
City and County of New York } A. D. one thousand eight hundred and eighty
nine before me personally appeared James B. Williams with whom I am personally
acquainted and who is known to me to be the Vice President of the Northern Pacific
Railroad Company the corporation that is described in and that executed the fore-
going instrument as the party of the first part thereto and who being by me duly
sworn said that he knows the corporate seal of said Company that the seal affixed
to the foregoing instrument as such is said corporate seal that the same was affixed
to the foregoing instrument by authority of the Board of Directors of said Company
and that he signed the said instrument by like authority and the said James B.
Williams at the same time acknowledged the foregoing instrument to be the act and
deed of the said Northern Pacific Railroad Company and that said Company executed
the same freely and voluntarily for the uses and purposes therein expressed. In
Witness whereof I have hereunto set my hand and affixed my official seal at
my office in the City of New York the day and year last aforesaid.

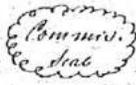
Commissioner's
seal

L. R. Hilder

Commissioner of deeds in New York for Territory of Washington

State of New York } ss Be it remembered that on this tenth day of May
City and County of New York } A. D. one thousand eight hundred and eighty nine before
me personally appeared E. Francis Hyde with whom I am personally acquainted
and who is known to me to be the second Vice President of the Perual Trust Company
of New York the corporation that is described in and that executed the foregoing in-
strument as the party of the second part thereto and who being by me duly sworn
that he knows the corporate seal of said Company that the seal affixed to the foregoing

instrument as such is said corporate seal that the same was affixed to the foregoing instrument by authority of the Board of Directors of said Company and that he signed the said instrument by like authority And the said E Francis Hyde at the same time acknowledged the foregoing instrument to be the act and deed of the said the Central Trust Company of New York and that said Company executed the same freely and voluntarily for the uses and purposes therein expressed In Witness whereof I have hereunto set my hand and affixed my official seal at my office in the City of New York the day and year last aforesaid.



L. R. Hilder

Commissioner of deeds in New York for Territory of Washington
Filed for record at request of J. P. Hutchinson on July 25th 1889 at 3rd min past 10 o'cl

M. R. Forrest

County Auditor
By A. K. Kennedy
Deputy

35363

West Coast Imp Company }
to } Warranty deed
John Cherry

This indenture made the 25th day of July 1889 between the West Coast Improvement Company a corporation duly incorporated organized and existing under and by virtue of the laws of Washington Territory the party of the first part and John Cherry the party of the second part Witnesseth that the said party of the first party for and in consideration of Two hundred dollars to it paid by the said party of the second part does here hereby grant bargain sell and convey to said party of the second part and to his heirs and assigns forever the following described tracts or parcels of real estate lying and being in the County of King Territory of Washington and particularly bounded and described as follows to wit: All of lot twenty eight (28) of Block Seventy four (74) in Gilman Park Together with all and singular the tenements hereditaments and appurtenances therunto belonging or in anywise appertaining and also all the estate right title and interest at law and in equity therein or thereto To have and to hold the said premises to the said party of the second part and to his heirs and assigns forever and the said party of the first part does covenant with the said party of the second part and his legal representatives forever that the said premises are free from all incumbrances and that said party of the first part will and its successors and assigns shall warrant and defend the same to the said party of the second part his heirs and assigns forever against the lawful claims and demands of all persons whatso ever

In Witness whereof the said party of the first part has caused these presents to be signed

EXHIBIT 10

J.D. Reeves et ux.	}	
to	}	Quit Claim Deed
	}	
Northern Pacific Railway Company	}	

This Indenture made this third day of June in the year of our Lord one Thousand nine hundred and four, Between J.D. Reeves and Elizabeth Jane Reeves, his wife, the parties of the first part and the Northern Pacific Railway Company, a corporation, the party of the second part, Witnesseth: That the said parties of the first part for and in consideration of the sum of One hundred and Fifty dollars of the United States to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do by these presents, remise, release, and forever quit claim unto the said party of the second part and to its assigns all right, title and interest and estate of said first parties in and to all that certain lot, piece or parcel of land, situate lying and being in the County of King, State of Washington, and particularly bounded and described as follows, to wit:

The interest of said grantors in and to a tract of Land lying within lines drawn parallel with with [sic] the center of the main Line track and fifty feet from said center of the Seattle, Lake Shore & Eastern Railway, now the Northern Pacific Railway, through the Townsite of Inglewood, King County, State of Washington, and running from Ash Street to Willow Streets and through the following Blocks in said Townsite; Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Twelve, Thirteen and fourteen according to the plat of said Town of Inglewood as recorded in Volume three, of Plat Books, page 169 records of King County, Washington; the intention being to convey herein a right of way fifty feet on each side of said track through any lots or blocks conveyed to the Grantor J.D. Reeves by grant of date, November 13, 1903, from King County, Washington, said lots being as follows, Lots 1 to 20 inclusive in

Block 1, Lots 1 to 10 inclusive, 12, 13, and 16 to 22 inclusive in Block 2; Lots 1, 2, 8, and 11 to 22 inclusive in Block 3; Lots 1 to 22 inclusive, being all of block 4; Lots 1 to 22 inclusive in Block 5; Lots 1 to 8 inclusive & 20 to 27 inclusive, in Block 6; Lots 1 to 68 inclusive being all of Block 9; and all of Lots 1 to 41 inclusive, being all of Block 14,

Together will all and singular the tenements, hereditaments and appurtenances thereunto, belonging, or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold all and singular the said premises together with the appurtenances, unto said party of the second part and to its heirs and assigns forever. In witness whereof, The said parties of the first part have hereunto set hands and seals the day and year first above written.

Signed, Sealed and Delivered,

in the presence of

H.S. Frye	}	J.D. Reeves	[Seal]
	}		
Clay Allen	}	Elizabeth Jane Reeves	[Seal]
	}		
State of Washington	}		
County of King	} ss		

I Herman S. Frye, a Notary Public in and for the State of Washington residing at Seattle in the above named County and State, duly commissioned and sworn and qualified, do hereby certify that on this Third day of June, A.D. 1904, before me personally appeared J.D. Reeves and Elizabeth Jane Reeves, his wife, to me known to be the individuals described in, and who executed the within instrument, and acknowledged to me 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 Elizabeth Jane Reeves, wife of said J.D. Reeves 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 rights and the effect of signing the within instrument did freely and voluntarily, separate and apart from her said husband, acknowledge the same, acknowledging that she did voluntarily, of her own free will and without the fear of or coercion from her husband, execute the same as her free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal this third day of June A.D. 1904.

{H.S.F. }
{Notarial Seal }
{Com. Exp. }
{Dec. 4-7 }

Herman S. Frye
Notary Public in and for the State of Washington,
residing at Seattle, in said County.

Filed for record at request of Jay Sedgwick, July 29, 1904 at 45 min. past 9 A.M.

Geo B. Lamping
County Auditor

385/11
4012

April 2, 1892

J. D. Keesler et al

Grant County, Washington

Quit Claim

Whereas the said parties of the first part, and the Northern
Pacific Railway Company, a corporation, the party
of the second part,

do hereby, for and in consideration of the sum of One Thousand
and Eighty Dollars of the United States to them in
hand paid by the said party of the second part,
in receipt whereof as hereby acknowledged, as
witness whereunto we hereunto set our hands and forever give
and warrant unto the said party of the second part
and unto his assigns all right, title, interest
and estate of said first parties in and to a
certain parcel of land, situated
lying and being in the County of King, State of
Washington, and particularly bounded and
described as follows to-wit:

A certain strip of said premises in and to a tract
of land lying within lines drawn parallel with
the center of the main line track and set
from said center of the Seattle Lake Shore
Railway, now the Northern Pacific Railway, in
the Townsite of Inglewood, King County, State
of Washington, and running from 4th Street
to 5th Street and through the following blocks
(to-wit) blocks One, Two, Three, Four, Five, Six,
Eight, Nine, Twelve, Thirteen and Fourteen, according
to the plat of said Town of Inglewood as shown
Volume Three, of Plat Book, page 64, records of
County, Washington, the intention being
to convey a right of way sixty feet on each

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said tract through a conveyance to blocks conveyed to
to the grantor J. D. Reeves by grant of date November
15-1903 from King County, Washington. Said lots
being as follows: Lots 1 & 2 inclusive in Block 1,
lots 1 to 4 inclusive in Block 2, and lots 1 to 24 inclusive in
Block 3, and lots 1 to 11 inclusive in Block 4.
Lots 1 to 22 inclusive being all of Block 5, lots 1 to 22
inclusive in Block 6, lots 1 to 27 inclusive in Block 7, lots 1 to 27
inclusive in Block 8, lots 1 to 68 inclusive being
all of Block 9, and all of lots 1 to 44 inclusive
being all of Block 10.

Together with all and singular the tenement,
hereditaments and appurtenances thereto
belonging or in anywise appertaining, and the reversion
and reversion's remainder and remainder's reversion,
and profits thereof.

To have and to hold all and singular the said premises
together with the appurtenances unto said party of the
second part and to the heirs and assigns forever.

In witness whereof, the said parties of the first part
have hereunto set hands and seals the day and year
first above written.

Signed, sealed and delivered } J. D. Reeves
in presence of } Elizabeth Jane Reeves
B. S. Terry }
Gray Allen }
State of Washington }
County of King }
J. Hermon S. Terry, a Notary Public

in and for the State of Washington, residing at
Seattle in the above named County and State,
duly commissioned, sworn and qualified, do hereby
certify that on this 5th day of June A.D. 1904, before
me personally appeared J. D. Reeves and Elizabeth
Jane Reeves his wife, to me known to be the
individuals described in, and who executed
the within instrument, and acknowledged
me that they signed and sealed the same as
their free and voluntary act and deed for
use and purpose therein mentioned.

24674

EXHIBIT 11

George Davis et ux.	}	
to	}	Right of Way Deed
S. L. S. and E. R. Y Co.	}	

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:

George Davis (Lot 1 and N.W. 1/4 of the N.E. 1/4 Section 32, T. 25 N. R. 6 E.)

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 1320 feet south and 300 feet west from 1/4 section corner on north boundary of Section 32 T. 25 N. R. 6 E. and running thence with a 4° curve to the left for 75 feet, thence North 4° 36' W. 1265 feet to a point 110 feet west from 1/4 section corner on north boundary of said Sect. 32.

And the said Seattle, Lake Shore and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a distance of two hundred (200) feet on each side thereof and cut down all trees dangerous to the operation of the 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	}	George [his mark] Davis.	[Seal]
	}		
G.M. Haller	}	Elizabeth [her mark] Davis.	[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 George Davis and Elizabeth Davis, 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 Elizabeth Davis wife of said George Davis 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 rights and the effect of signing the within instrument did freely and voluntarily separate and apart from her said husband sign and acknowledge the same and acknowledging that she did voluntarily of her own free will and without the fear of 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 Burke & Haller May 9th A.D. 1887 at 12 mins. past 1 PM.

Lyman Wood
County Auditor

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R^W
D

George Davis et al

to

S. L. S. and C. R. S. Co

Right of Way deed

In consideration of the benefits and advantages to accrue to us from the location, construction and operation of the Latta Lake Shore and Eastern Railway in the county of King in Washington Territory we do hereby donate grant and convey unto said Latta 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:

George Davis (Doc 1 and N 14 of West E 14 Section 32, T 25 N. R. 6. E.)

Such right of way strip to be fifty 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 1320 feet north and 300 feet West from 14 Section corner on north boundary of Section

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12

Went from 1/4 section corner on north boundary of Section 32 \pm 25 N. R. 6 - E. and running thence with a 4° curve to the left for 75 feet - thence South 4° 36' N. 1265 feet to a point 110 feet west from 1/4 section corner on north boundary of paid Sect 32

And the paid Seattle Lake Shore and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a distance of two hundred (200) feet on each side thereof and cut down all trees dangerous to the operation of the paid 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. 1882

Signed Sealed and delivered

in presence of }
B. J. Sallman }
T. H. Koller }

George X Davis
his mark = Seal =

Elizabeth X Davis
her mark = Seal =

26009

25

territory of Washington }
County of King } ss

I hereby certify that on this 1st day of May
A.D. 1884 before me a Justice of the Peace in and for Washington
Territory personally came George Davis and Elizabeth Davis
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 Elizabeth Davis wife of George Davis
does affirm on examination to 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 rights and the effect of signing the
within instrument did fully and voluntarily separate and
apart from her said husband from and acknowledge the
same and acknowledged me that she did voluntarily of her own
free will and without the fear of or coercion from her husband

26010

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some and acknowledged that she did voluntarily of her own
free will and without the 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. Sullivan
Notary Public in and for

Washington Territory

Filed for records at the request of Bank & Ocean May 9th A.D. 1882
at 12 min past 1 P.M.

By man Wood
County Auditor

+58 George W Harris & wife }
-2 to }
John W McEwen }
Merranthy Seed

This Indenture reads this
9th day of May in the year of our Lord one thousand eight
hundred and eighty seven Between George W Harris
and Sney O Harris his wife of Seattle King County
Wash. - - - - -

26011

EXHIBIT 12

Jim Yonderpump et ux.	}	
	}	
to	}	Right of Way Deed
	}	
S. L. S. and E. R.'Y Co.	}	

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: Jim Yonderpump (Lot 2 and S.W. 1/4 of N.E. 1/4 Section 32. T. 25 N. R. 6 E.) 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 1/4 section corner on east boundary of Section 32, township 25 N. R. 6 E. and running thence N 36° 36' E. 850 feet thence with a 4° curve to the left for 730 feet to north boundary of lot 2, said Section 32, which point is 1320 feet south and 300 feet west from 1/4 section corner on north boundary of Section 32, said line beginning in lot 2 of said Section 32. And the said Seattle, Lake Shore and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a 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	}	Jim [his mark] Yonderpump.	[Seal]
	}		
G.M. Haller	}	Alice [her mark] Yonderpump.	[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 Jim Yonderpump and Alice Yonderpump, 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 Alice Yonderpump wife of said Jim Yonderpump 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 rights, and the effect of signing the within instrument, did freely and voluntarily separate and apart from her said husband sign and acknowledge the same and acknowledging that she did voluntarily, of her own free will and without the fear of or coercion from her husband, execute the same.

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

{Notarial }
{seal }

B.J. Tallman
Notary Public in and for Washington Territory

Filed for record at the request of Burke and Haller May 9th A.D. 1887 at ten 10 minutes past 1 PM.

Lyman Wood
County Auditor

By me, separate and apart from her said husband, when the contents of said instrument were by me fully read known unto her, and she was by me fully apprised of her rights and the effect of signing the within instrument, did freely and voluntarily, separate and apart from her said husband, sign and acknowledge the same, and acknowledging that she did voluntarily, of her own free will and without the fear of or coercion from her husband, execute the same. Witness my hand and official seal, this day and year in this certificate first above written.

Notarially
Charles W. ... Notary Public in and for Washington Territory.

Filed for record at the request of Banker and Fuller May 9th A.D. 1887 at 8 o'clock past 1 P.M.

Lynman Wood
County Auditor

18453
D'

from Vanderpump et al.
to
C. L. S. and Co. R. Y. Co. } Right of Way, Road.

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 vicinity of King, in Washington Territory, we do hereby agree, 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 Territory, situated as follows, to-wit: from Vanderpump et al. lot 2 and 8, 1/2 of N. E. 1/4 Section 32, T. 25 N. R. 9 E. and such right of way, to be fifty (50) feet in width on each side of the center line of the Railway track as located on our said lands by the Engineer of said Railway Company, which location is described as follows, to-wit: Beginning at a point 840 feet west from the Section corner on east boundary of Section 32, Township 25, N. R. 9 E. and running thence N 35° 36' E. 130 feet thence with a 40° curve to the left for 130 feet to south boundary of lot 2, said Section 32, which point is 130 feet south and 300 feet west from the Section corner on south boundary of Section 32, said line beginning in lot 2 of said Section 32. And the said Seattle, Lake Shore and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a distance of two hundred (200) feet on each side thereof and cut down all trees dangerous to the operation

25794

The following information was obtained from the records of the
 Department of the Interior, Bureau of Land Management, and
 the records of the Bureau of Reclamation, regarding the
 acquisition of the land described in the foregoing
 paragraphs, and the same is hereby certified to be
 correct and true to the best of the knowledge and
 belief of the undersigned, who is a Special Agent in
 Charge of the Bureau of Land Management, and is
 authorized to make and certify the same.

EXHIBIT 13

Bill Shedzuse et ux.	}	
to	}	Right of Way Deed
S. L. S. and E. R.'Y Co.	}	

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. 25 N. , R. 6 E.

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 1/4 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 feet East from S.W. corner of said Section 32, said line is in lot 3 and NE. 1/4 of SW 1/4 of said Section 32.

And the said Seattle Lake Shore and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a 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	}	Bill [his mark] Sbedzuse.	[Seal]
	}		
G.M. Haller	}	Lucinda [her mark] Sbedzuse.	[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 Sbedzuse and Lucinda Sbedzuse, 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 Lucinda Sbedzuse wife of said Bill Sbedzuse 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 rights and the effect of signing the within instrument did freely and voluntarily separate and apart from her said husband sign and acknowledge the same and acknowledging that she did voluntarily of her own free will and without the fear of or coercion from her husband execute the same.

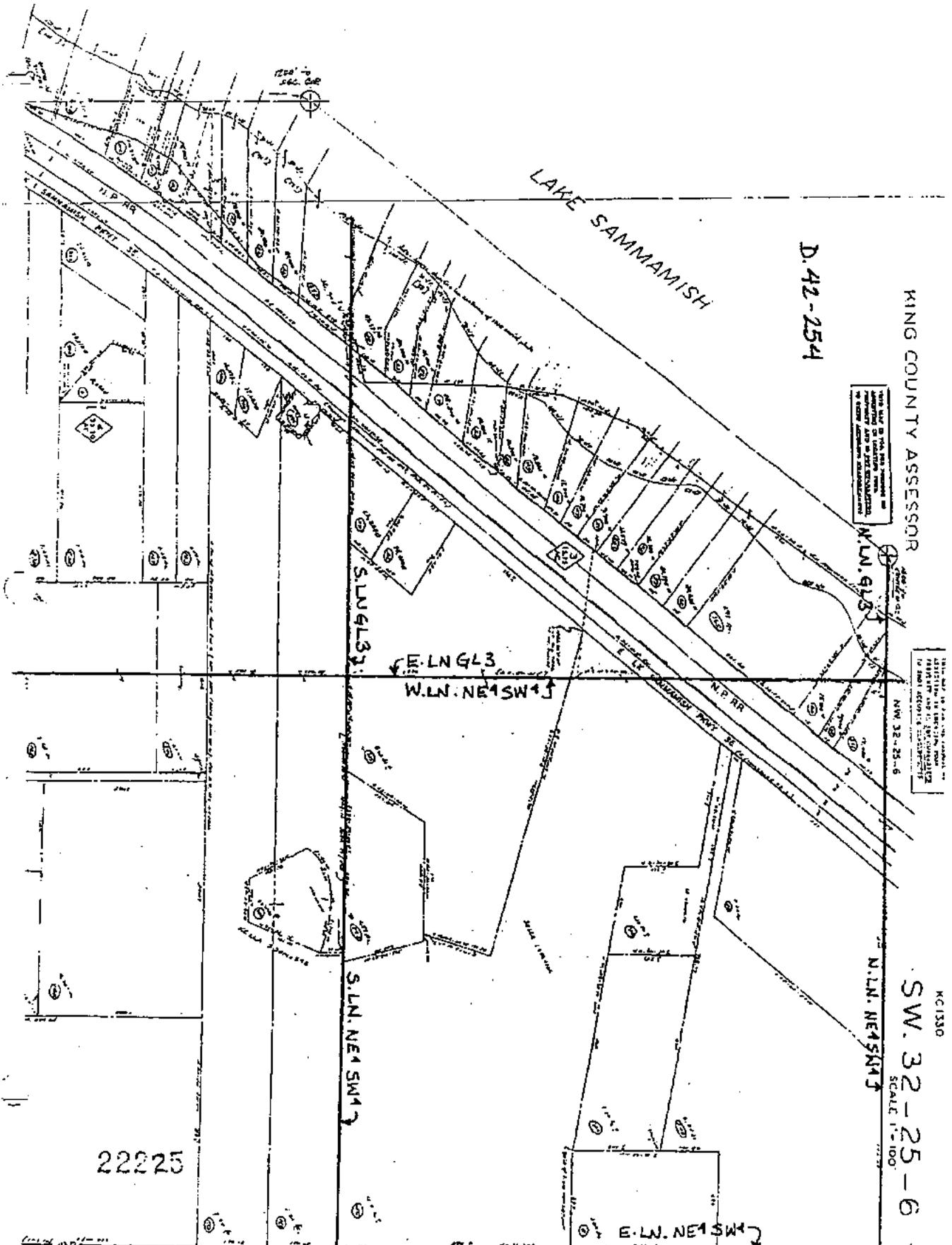
Witness my hand and official seal the day and year in this certificate first above written.

B.J. Tallman {seal}

Notary Public in and for Washington Territory

Filed for record at the request of Burke & Haller May 9th A.D. 1887 at 9 min past 1 PM.

Lyman Wood
County Auditor



D. 42-254

KING COUNTY ASSESSOR

THIS MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND.

N. LN. 9 L3

THIS MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND.

NW 32-25-6

N. LN. NE 1 SW 1/4

N.C. 1330
SW. 32-25-6
SCALE 1"=100'

22225

E. LN. NE 1 SW 1/4

000022

Vol 42 Pg 274

and apart from her said husband, sign and acknowledge
the same and acknowledging that she did voluntarily of her
own free will and without the fear of or coercion from her
husband execute the same

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

R. G. Tullman *in*
deput

Given under my seal and for my hand and seal
this 9th day of May 1892 at Camp Park, P. D.

Lynard Wood
County Auditor

134 52 Bill Hedgcock & Co
do
Nov 2 S. S. S. and C. R. 6 & Co

Right of Way

The consideration of the simple
and operation of the Little Lake and Eastern Railway in
the County of King in Washington Territory we do hereby grant
grant and convey unto said Little Lake 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 S. E. 1/4 of S. 10. 1/4 Section 32
T. 2 N. R. 6 E

Such right of way shall be fifty (50) feet
in width on each side of the center line of the railway track
to be 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 the
Western corner on East boundary of Section 32 T. 2 N.
R. 6 E and running thence S. 25° 30' W. 171.0 feet to
North boundary of Lot 3 of said Section 32 and thence said
range which point is 125 feet north and 350 feet east from
S. W. corner of said Section 32. Said line is in lot 3 and
S. E. 1/4 of S. 10. 1/4 of said Section 32

And the said Little Lake and Eastern Railway Company
shall have the right to go upon the land adjacent to said line

EXHIBIT 14

Louis Tahalthkut et ux.	}	
	}	
to	}	Right of Way Deed
	}	
S. L. S. and E. RY. Co.	}	

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: Louis Tahalthkut- (Lot 4 and S.E.1/4 of S.W. 1/4 Sec. 32. T. 25 N. R. 6 E.) 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 410 feet west from S.W. corner of Sec. 32, T. 25 N. R. 6 E. and running thence on a 1° curve to the right for 1300 feet, thence N. 36° 36' E 215 feet to point on north boundary of Lot 4 said Sec. 32, 1320 feet north and 350 feet east from S.W. corner of said Section 32. And the said Seattle, Lake Shore and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a 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	}	Louis [his mark] Tahalthkut.	[Seal]
	}		
G. M. Haller	}	Mary [her mark] Tahalthkut.	[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 Louis Tahalthkut and Mary Tahalthkut, 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 Mary Tahalthkut wife of said Louis Tahalthkut 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 rights and the effect of signing the within instrument did freely and voluntarily, separate and apart from her said husband, sign and acknowledge the same, and acknowledging that she did voluntarily, of her own free will and without the fear of or coercion from her husband, execute the same.

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

{Notarial }
{Seal }

B.J. Tallman
Notary Public in and for Washington Territory

Filed for record at the request of Burke & Haller May 9th A.D. 1887 at 8 minutes past 1 PM.

Lyman Wood
County Auditor

312

13451
E.V.

Louis Sabaltheut et al.

Right of Way, Deed.

Go
S. L. S. & E. C. R. & Co.

In consideration of the benefits and advantages to accrue to us from the location, 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: Louis Sabaltheut - (Lot 4 and S. E. 1/4 of S. W. 1/4 Sec 32, 4, 25 N. R. 1, 6 E.) Each right of way strip is 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 410 feet west from S. W. corner of Sec 32, 4, 25 N. R. 1, 6 E. and running thence on a 1° curve to the right for 1300 feet, thence N. 86° 39' E. 215 feet to point on north boundary of lot 4 said Sec 32, 1925 feet north and 350 feet east from S. W. corner of said section 32. And the said Seattle, Lake Shore and Eastern Railway Company

26068

00004

shall have the right to go upon the land adjacent to said line for a 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

D. G. Yabman { Louis Yabaltheut Seal
G. W. Hallen { Mary Yabaltheut Seal
Territory of Washington }
County of King } ss

I do hereby certify that on this 6th day of May, A. D. 1887 before me a Notary Public in and for Washington Territory, personally came Louis Yabaltheut and Mary Yabaltheut, 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 Mary Yabaltheut wife of said Louis Yabaltheut upon an examination

by me, separate and apart from her said husband, when the contents of said instrument were by me fully and known unto her, and she was by me fully apprised of her rights and the effect of signing the within instrument, did freely and voluntarily, separate and apart from her said husband sign and acknowledge the same, and acknowledging that she did voluntarily, of her own free will and without the fear or coercion from her husband, execute the same, Witness my hand and official seal, this day and year in this certificate first above written.

Notarinal Seal

B. J. Wallace

Notary Public in and for Washington Territory.

4th of June 1853 at the request of James Goodenough Aug 7th Nov. 1853. W. S. annexed part 1 P. 11.

Lynman wood
County Auditor

James Goodenough et al.
vs
S. L. S. and Co. R. Y. 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

13453
D. 1

EXHIBIT 15

Bill Hilchkanum & Mary Hilchkanum	}	
	}	
to	}	Right of Way Deed
	}	
S. L. S. and E. R. 'Y Co.	}	

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: Lots one (1) two (2) and three (3) in section six (6) township 24 North of Range six (6) East.

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:

Commencing at a point 410 feet West from North East corner of Section six (6) township 24 N, R. 6 East and running thence on a one (1) degree curve to the left for 753 3/10 feet thence South 16 degrees and 34 min. West 774 2/10 feet thence with a 3 degree curve to the right for 700 feet thence with an 8 degree curve to the right for 260 4/10 feet thence South 58 degrees and 24 minutes West 259 6/10 feet thence with an 8° curve to the left for 564 4/10 feet thence South 13° 15' W 341 4/10 feet thence with a 6° curve to the right for 383 3/10 feet thence S 36° 15' W 150 feet to South boundary of lot 3 of said Sec. 6 which point is 1320 feet North and 2170 feet west from SE corner of said Sec. 6.

And the said Seattle Lake Shore and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a 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 9th day of May A.D. 1887.

Signed Sealed and delivered in the presence of

B.J. Tallman	}	Bill [his mark] Hilchkanum.	[Seal]
	}		
D.T. Denny	}	Mary [her mark] Hilchkanum.	[Seal]
	}		
Territory of Washington	}		
County of King) SS		

I hereby certify that on this 9th day of May A.D. 1887 before me a Notary Public in and for Washington Territory personally came Bill Hilchkanum and Mary Hilchkanum 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.

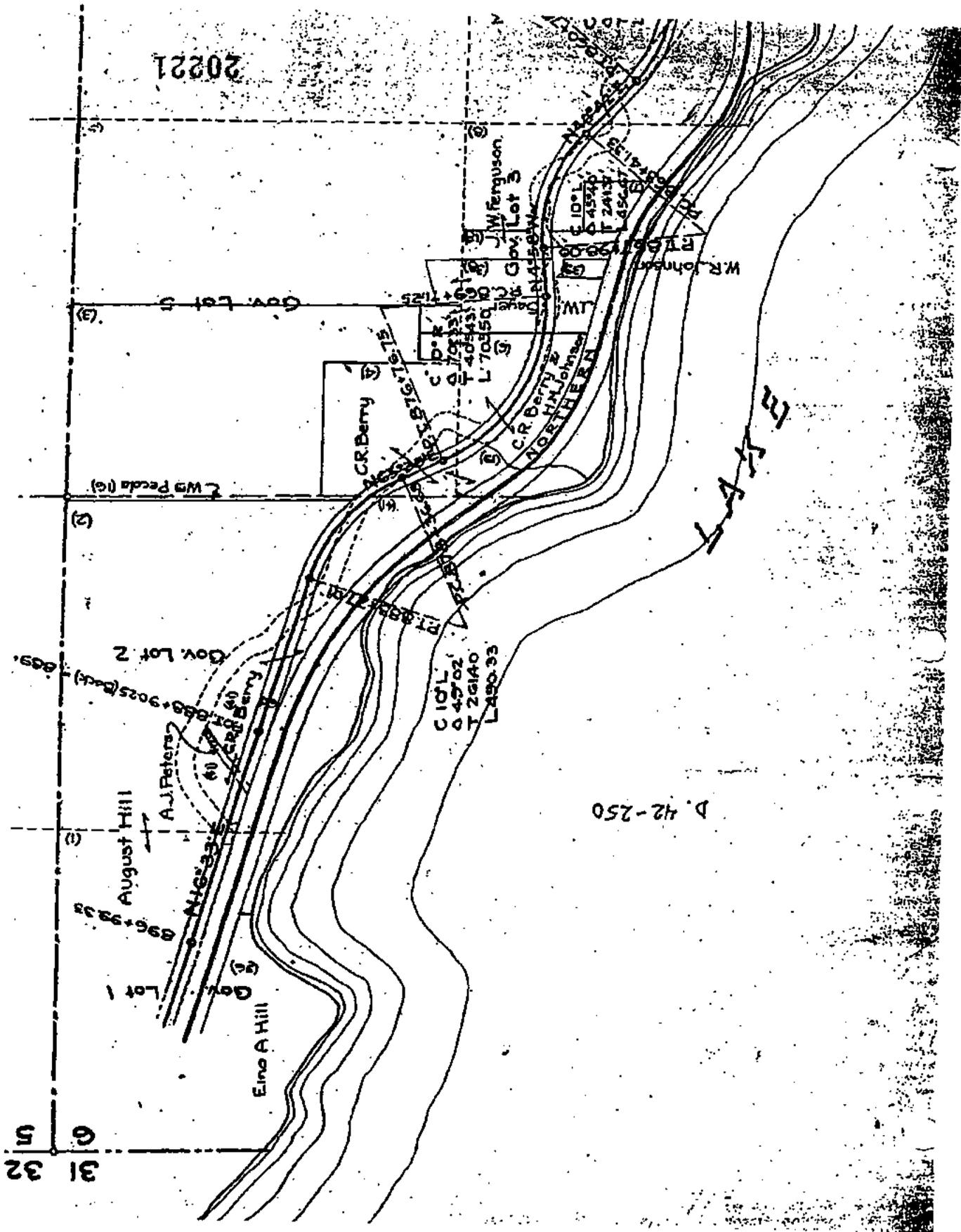
And the said Mary Hilchkanum, wife of said Bill Hilchkanum, upon an examination by me separate and apart from her said husband when the contents of said instrument were by me fully made known unto her and she was by me fully apprised of her rights and the effect of signing the within instrument did freely and voluntarily separate and apart from her said husband sign and acknowledge the same acknowledging that she did voluntarily of her own free will and without the fear of 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 Burk and Haller, May 9th A.D. 1887 at 6 mins. past 1 PM.

Lyman Wood
County Auditor



in presence of }
B. J. Tallman } Hans Anderson. Notary
J. H. Waller }

territory of Washington }
County of Douglas }
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 Hans Anderson to me known to be the
individual described in and who executed the within instrument
and acknowledged that he signed and sealed the same as
his free and voluntary act and deed for the uses and
purposes therein mentioned.

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

B. J. Tallman Notary
Notary Public in and for Washington Territory
and presided at the request of Burke and Waller May 9th A. D. 1887
at 5:00 pm past P. M.

Lyman Wood
County Auditor

13449 Bill Kildkamm and wife }
To } Right of Way Deed
S. S. S. and O. P. S. Co.

In Consideration of the benefits
and advantages to accrue to us from the location construction
and operation of the Battle Lake Shore and Eastern Railway
in the county of Douglas in Washington Territory we do hereby donate
grant and convey unto said Battle 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:
Lots One (1) Two (2) and Three (3) in Section Six (6)
Township 24 North of Range Six (6) East
Each 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:

20222

commencing at a point 410 feet West from North East corner of Section Six (6) Township 24 N R 6 East and running thence on a one (1) degree curve to the left for 753 1/2 feet thence South 16 degrees and 34 minutes West 774 1/2 feet thence with a 3 degree curve to the right for 702 feet thence with an 1 degree curve to the right for 260 1/2 feet thence South 58 degrees and 24 minutes West 259 1/2 feet thence with an 1 degree curve to the left for 564 1/2 feet thence South 13° 15' W. 341 1/2 feet thence with a 6° curve to the right for 383 1/2 feet thence S 36° 15' W 150 feet to North boundary of lot 3 of said Sec. 6 which point is 1320 feet North and 2170 feet West from S.E. corner of said Sec. 6

And the said Little Lake Iron and Eastern Railway Company shall have the right to go upon the land adjacent to said line for a distance of two hundred (200) feet on each side thereof and cut down all trees impeding 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 9th day of May A.D. 1882

Liquidated and delivered

in presence of
 B.G. Tallman
 J.S. Denny

Bill Hildkamm
 Henry Hildkamm

Seal
 Seal

Territory of Washington }
 County of King } ss

I hereby certify that on this 9th day of May A.D. 1882 before me a Notary Public in and for Washington Territory personally came Bill Hildkamm and Henry Hildkamm to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and placed the same as their free and voluntary act and deed for the uses and purposes therein mentioned

And the said Henry Hildkamm before me appeared by me separate and apart from his former partner and when the contents of said instrument were by me fully made

20223

252

known unto her and she was by me fully apprised of her right and the effect of signing the within instrument and fully and voluntarily separate and apart from her said husband sign and acknowledge the same acknowledging that she did voluntarily of her own free will and without the fear of or coercion from her husband execute the same.

Witness my hand and ^{official} seal the day and year written in this certificate first above written.

R. J. Tallman
Notary Public in and for Washington Territory

Filed for record at the request of Bink & Waller May 9th A.D. 1887.
at Bismarck part 1 P.D.

Lyman Wood
County Auditor

13450

Alfred Pearson & wife
to
S. S. S. and O. R. Y. Co.

Right of Way Deed

In Consideration of the benefit and advantages to accrue to us from the location construction and operation of the Little Lake Shore and Eastern Railway in the County of King in Washington Territory we do hereby donate grant and convey unto said Little 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:

South West quarter of North West quarter of Section Eight (8) Township Twenty six (26) North of Range five (5) East

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 whose location is described as follows to wit: Commencing at a point 630 feet due North from quarter Section corner on west boundary of Section Eight (8) Township Twenty six (26) North of Range five (5) East being also station 334 + 334 on line and running thence with a

20224

EXHIBIT 16

44

The United States of America
To all to whom these Presents shall come, Greeting:

Certificate }
No. 15260 } **Whereas** William H. Cowie of King County, Washington

has deposited in the General Land Office of the United States, a Certificate of the Register of the Land Office at Seattle Washington, whereby it appears that full payment has been made by the said William H. Cowie according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the Lot numbered four and the South East quarter of the South East quarter of Section six in Township twenty four North of Range six East of Willamette Meridian in Washington containing sixty three acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said William H. Cowie.

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said William H. Cowie and to his heirs, the said Tract above described; To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said William H. Cowie and to his heirs and assigns forever; 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.

In testimony whereof, I, Benjamin Harrison
President of the United States of America, have caused these letters to be made Patent, and
the seal of the General Land Office to be hereunto affixed.
Given under my hand, at the City of Washington, the eleventh
day of January, in the year of our Lord one thousand
eight hundred and ninety two, and of the Independence of the
United States the one hundred and sixteenth

By the President: Benjamin Harrison
By E. Macfarland, Asst. Secretary
D.P. Roberts, Recorder of the General Land Office

146503	United States	}	Patent
	To	}	
	Northern Pacific Railroad Company	}	

The United States of America. To all to whom these presents shall come, Greeting: Whereas, by the act of congress approved July 2, 1864 entitled "An act granting lands to aid in the construction of a Railroad and telegraph line from Lake Superior to Puget's Sound on the Pacific Coast by the Northern Route and the joint resolution of May 31, 1870 there was granted to the Northern Pacific Railroad Company its successors and assigns for the purpose of aiding with the construction of said railroad and telegraph line to the Pacific Coast and branch every alternate section of public land not mineral, designated by odd numbers to the amount of twenty alternate sections per mile on each side of said railroad line as said Company may adopt through the territories of the United States and ten alternate sections of land per mile on each side of said railroad whenever it passes through any state and whenever on the line thereof the United States have full title not reserved sold granted or otherwise appropriated and free from prescription or other claims or rights at the time the line of said railroad is definitely fixed and a plat thereof filed in the office of the Commission of the General Land Office and whereas official statements from the Secretary of the Interior have been filed in the General Land Office showing that the Commissioners appointed by the President under the provisions of the fourth section of the first named act have reported to him that the said Northern Pacific Railroad and Telegraph line and branch, excepting that portion between Wallula Washington, and Portland Oregon, declared forfeited by the act of September 29, 1890 have been constructed and fully completed and equipped in the manner prescribed by the act relative thereto, and the same accepted by the President. And whereas certain tracts have been listed under the acts aforesaid by the duly authorized agent of said Northern Pacific Railroad Company as shown by his original lists approved by the local officers and on file in this office. And whereas the said tracts of land lie coterminous to the constructed line of road and are particularly described as follows, to wit North of base line and West of Willamette Meridian State of Washington, ...

[legal descriptions follow for the these township-ranges: 20-1, 21-1, 17-2, 19-2, 20-2, 21-2, 22-2, 15-3, 19-3, 20-3, 21-3, 22-3, 13-4, 19-4, 20-4, 21-4, 22-4, 19-5, 20-5, 21-5, 19-6, 20-6, 21-6, 17-1, 18-1, 19-1, 20-1, 21-1, 16-2, 17-2, 18-2, 19-2, 20-2, 21-2, 16-3, 17-3, 18-3, 19-3, 21-3, 17-4, 18-4, 19-4, 20-4, 21-4, 22-4, 23-4, 19-5, 20-5, 21-5, 22-5, 23-5, 24-5, 25-5, 26-5, 16-6, 17-6, 18-6, 19-6, 20-6, 21-6, 22-6, 23-6. 24-6 begins on page 48.]

...Township Twenty four Range Six all of Section three containing six hundred and two acres and Thirty six hundredth of an acre, all of section five containing six hundred and two acres and sixty six hundredths of an acre, all of section seven containing eighty six acres and seventy five hundredths of an acre / All of Section nine containing five hundred and sixty five acres and five hundredths of an acre. The lots numbered one two and three and the northeast quarter of the northeast quarter of section seventeen containing ninety four acres and ninety hundredths of an acre. The northwest quarter of the northeast quarter, the south half of the northeast quarter, The southeast quarter and the fractional west half of section nineteen containing six hundred and four acres and twenty two hundredths of an acre. The east half of the northeast quarter and the east half of the southeast quarter of section twenty

one, containing one hundred and sixty acres. The south half of the southeast quarter and the west half of section of section twenty nine, containing four hundred acres. The south half of the northeast quarter. The southeast quarter of the northwest quarter. The west half of the northwest quarter and the south half of section thirty one containing five hundred and twenty one acres and eighty two hundredths of an acre...

[legal descriptions follow for other township-ranges until the last page.]

...Now know ye that the United States of America in consideration of the premises and pursuant to the said acts of Congress, have given and granted and by these presents so give and grant unto the said Northern Pacific Railroad Company its successors and assigns, the tracts of land selected as aforesaid and embraced in the foregoing yet excluding and excepting all mineral lands should any such be found in the tracts aforesaid but this exclusion and exception according to the terms of the Statute shall not be construed to include coal and iron land "To have and to hold the said Northern Pacific Railroad Company its successors and assigns forever. In Testimony whereof I, Grover Cleveland, President of the United States of America have caused these letters to be made patent and the seal of the General Land Office to be hereunto affixed. Given under my hand at the City of Washington this the tenth day of May in the year of our Lord one thousand eight hundred and ninety five and of the Independence of the United States the one hundred and nineteenth

{General Land }
{Office seal }

By the President: Grover Cleveland
M. McKean Secretary
LGC Lamar
Recorder of the General Land Office

Recorded Vol 17 pages 62 to 170 inclusive } Nathan Berman
Filed for record at request of Thomas Cooper } County Auditor
Feby 10, 1896, at 30 min page 3p.m. }

Patent.

Northern Pacific Railroad Company

The United States of America, to all to whom these presents shall come, greeting: Whereas, by the act of congress approved June 20, 1864 entitled "An act granting lands to aid in the construction of a Railroad and telegraphic line from Lake Superior to the Pacific Coast by the Northern Route" and the joint resolution of May 21, 1890 there was granted to the Northern Pacific Railroad Company its successors and assigns for the purpose of aiding in the construction of said railroad and telegraphic line to the Pacific Coast and branch "every alternate section of public land not otherwise designated by said resolution to the amount of twenty alternate sections per mile on each side of said railroad line" and said Company may adopt through the territory of the United States and ten alternate sections of land per mile on each side of said railroad whenever it passes through any state and whenever on the territory of the United States any full title not reserved or granted or otherwise appropriated, and free from pre-emption or other claims or rights at the time the line of said road is definitely fixed, and a plat thereof filed in the office of the Commissioner of the General Land Office and whereas official statements from the Secretary of the Interior have been filed in the General Land Office showing that the Commissioners appointed by the President under the provisions of the fourth section of the first named act have reported to him that the said Northern Pacific Railroad telegraphic line and branch excepting that portion between Humboldt Wash. and Astoria, Ore. declared proposed by the act of September 29, 1890 have been constructed and fully completed and equipped in the manner prescribed by the act aforesaid, and the same accepted by the President and whereas certain tracts have been granted under the act aforesaid by the said authorized and

of said Northern Pacific Railroad Company as shown by his original lists approved by the local officers and on files in this office And Whereas the said tracts of land lie cotermious to the constructed lines of road and are particularly described as follows, to-wit: North of base line and West of Tillamette Meridian State of Washington;

N. of N. M.

20-1- Township Twenty, Range One, The lots numbered one, two, three and five, the Northwest quarter of the North east quarter, the south half of the North east quarter and the South East quarter of section one, containing four hundred and eighteen acres and eighty five hundredths of an acre, all of section three, containing six hundred and fifty seven acres and thirty hundredths of an acre, the lots numbered one, two, four, and five of section five containing one hundred and forty acres and seventy three hundredths of an acre, the lots numbered one, two and three of section seven containing ninety seven acres and twenty two hundredths of an acre, all of section nine, containing six hundred and twenty seven acres and twenty hundredths of an acre, the West half of the North East quarter, the South East quarter and the West half of section eleven, containing five hundred and sixty acres, the lot numbered two, the east half of the North East quarter, the West half of the North West quarter, the West half of the South West quarter and the East half of the South East quarter of section thirteen, containing three hundred and fifty one acres and fifty hundredths of an acre, the South East quarter and the North half of section fifteen, containing four hundred and eighty acres, the lots numbered one and two, the North west quarter of the North West quarter, the South East quarter of the South West quarter, and the West half of the South East quarter of section nineteen, containing two hundred and thirty seven acres and fifty two hundredths of an acre, the South West quarter, the

[Pages intentionally omitted and available from
Counsel upon request]

Thirty five containing six hundred and forty acres.
 Township Twenty three Range Six
 All of Section Three containing six hundred and five
 acres and thirty hundredths of an acre. All of section
 four containing six hundred and eighteen acres and sixty
 four hundredths of an acre. All of section seven con-
 taining six hundred and fifty one acres and forty two
 hundredths of an acre. All of section nine contain-
 ing six hundred and forty acres. All of section
 fifteen containing six hundred and forty acres. The
 North half of the South west quarter, the North half
 of the South east quarter and the North half of section seven
 ten containing four hundred and eighty acres. The
 lots numbered one seven eight nine and ten. The North
 half of the North east quarter and the North east quarter
 of the North west quarter of section nineteen con-
 taining three hundred and fifteen acres and sixty
 four hundredths of an acre. The South east quarter
 of the North west quarter, the North east quarter of
 the South west quarter, the South half of the South
 West quarter and the east half of section twenty one
 containing four hundred and eighty acres. All of section
 twenty three containing six hundred and forty acres. All of
 section twenty five containing six hundred and forty acres.
 All of section twenty seven containing six hundred and
 forty acres. The lots numbered five eight nine and
 ten, the North half of the North east quarter, the
 North east quarter of the North west quarter, the
 South west quarter of the South west quarter, the North
 half of the South east quarter and the South east quarter
 of the South east quarter of section twenty nine con-
 taining three hundred and seventy seven acres and
 eighty hundredths of an acre. All of section thirty one
 containing five hundred and forty one acres and seventeen
 hundredths of an acre. All of section thirty three containing
 six hundred and twenty three acres. All of section thirty five
 containing six hundred and forty acres.

Township Twenty four Range Six

All of Section Three containing six hundred and two acres and

Thirty six hundredths of an acre. All of section five con-
 taining six hundred and two acres and sixty six hundredths
 of an acre. All of section seven containing eighty six
 acres and seventy five hundredths of an acre. All of section
 nine containing five hundred and sixty five acres and
 four hundredths of an acre. Lots numbered one
 two and three and the north east quarter of the north
 east quarter of section seventeen containing ninety
 four acres and twenty hundredths of an acre. The
 north west quarter of the north east quarter, the south
 half of the north east quarter, the south east quarter
 and the fractional west half of section nineteen con-
 taining six hundred and four acres and twenty two
 hundredths of an acre. The east half of the north east
 quarter and the east half of the south east quarter
 of section twenty one containing one hundred and
 fifty acres. The south half of the south east quarter
 and the west half of section twenty nine containing
 four hundred acres. The south half of the north east
 quarter, the south east quarter of the north west
 quarter, the west half of the north west quarter and
 the south half of section thirty one containing
 five hundred and twenty one acres and eighty two
 hundredths of an acre.

15-6

Township Twenty five Range six

All of section one containing six hundred and twenty
 four acres and fifty six hundredths of an acre
 All of section three containing six hundred and twenty nine
 acres and twenty six hundredths of an acre. The lots
 numbered one and two. The south half of the north
 east quarter and the south half of section five con-
 taining four hundred and twenty seven acres and
 thirty eight hundredths of an acre. The east half of
 the north west quarter, the east half of the south
 west quarter and the east half of section seven con-
 taining four hundred and eighty acres. All of section
 nine containing six hundred and forty acres. All of section
 eleven containing six hundred and forty acres. All of section
 thirteen containing six hundred and forty acres. All of section

[Pages intentionally omitted and available from
Counsel upon request]

and thirty six acres and thirty nine hundredths
of an acre, the North West quarter of section seven
containing one hundred and fifty seven acres
and eighty five hundredths of an acre.

The said tracts of land as described in the foregoing
make the aggregate area of (992075.75) nine hundred
and seventy two thousand and seventy five acres
and twenty five hundredths of an acre.

Now know Ye, that the United States of America
in consideration of the premises and pursuant
to the said acts of Congress, have given and
granted and by these presents do give and grant
unto the said Northern Pacific Railroad Company
its successors and assigns, the tracts of land
selected as aforesaid and embraced in the foregoing
yet excluding and excepting all mineral lands
should any such be found in the tracts aforesaid
but this exclusion and exception according to the
terms of the Statute "shall not be construed to
include coal and iron land" To have and
to hold the said tracts with the appurtenances
thereof unto the said Northern Pacific Railroad
Company its successors and assigns forever.

In Testimony whereof, Grover Cleveland, President
of the United States of America have caused
these letters to be made patent and the seal
of the General Land Office to be hereunto affixed.
Given under my hand at the City of Washington
this the tenth day of May, in the year of our Lord
one thousand eight hundred and ninety five and of
the Independence of the United States the one hundred
and nineteenth.

U.S.
(General Land
Office seal)

By the President, Grover Cleveland
M. McLean Secretary

L. G. Lamar
Recorder of the General Land Office

Recorded Vol 17 pages 62 to 170 inclusive

Filed for record at request of Thomas Cooper
July 10. 1896 at 3.07 PM

Nathan Deane
County Clerk

490

The United States of America
To all to whom these Presents shall come, Greeting:

Certificate }
No. 12198 } **Whereas** John Anderson of King County, Washington Territory

has deposited in the General Land Office of the United States, a Certificate of the Register of the Land Office at Seattle Washington Territory, whereby it appears that full payment has been made by the said John Anderson according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the Lot numbered one and the South West quarter of the North West quarter of Section eight in Township twenty four North of Range six East of Willamette Meridian in Washington Territory containing seventy one acres and thirty hundredths of an acre

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said John Anderson.

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said John Anderson and to his heirs, the said Tract above described. To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said John Anderson and to his heirs and assigns forever; 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. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof, I, Benjamin Harrison
President of the United States of America, have caused these letters to be made Patent, and
the seal of the General Land Office to be hereunto affixed.
Given under my hand, at the City of Washington, the twenty fourth
day of August, in the year of our Lord one thousand
eight hundred and ninety one, and of the Independence of the
United States the one hundred and sixteenth.

By the President: Benjamin Harrison
By Ellen Macfarland, Asst. Secretary
I.R. Connell, Recorder of the General Land Office, ad interim

EXHIBIT 17

62143

Geo. W. Tibbetts et al	}	
to	}	Right of Way Deed
Seattle Lake Shore and Eastern Railway	}	

In consideration of the benefits and advantages accruing to Geo W. Tibbetts and R.A. Tibbetts his wife, W.E. Langdon and Stella Langdon his wife from the location, construction and operation of the Seattle Lake Shore and Eastern Railway in the County of King in the State of Washington and in the further consideration of the sum of One Hundred Dollars in Gold coin of the United States to them in hand paid by the Seattle Lake Shore and Eastern Railway Company a consideration formed and existing under and by virtue of the law of Washington Territory (now State of Washington) the accepted whereof is hereby acknowledged they do by these presents give, grant, bargain, sell and convey unto the Seattle Lake Shore and Eastern Railway Company its succession and assigns forever the following described strip of real estate situate in said County of King and being a part of the Lot One (1) of Section number Seven (7) in Township number Twenty Four (24) North Range number Six (6) East Willamette Meridian. Said strip of land herein conveyed being more particularly described as follows to wit: All that portion of the above described lands that lie within a distance of Twenty Five (25) feet on each side of the center line of the railway of said Company as the same is now located and staked out upon and across the first above described lands or land adjacent thereto and containing 1 7/10 acres more or less. Together with all their right title or interest therewith or thereto, so that neither they or any person or persons claiming by, through or under these shall have any claims or demand either in law or equity against said Railway Company because of the construction, operation or maintenance of its said railway through said lands or appertaining to said strip of land through and out of the said first above described lands. And the said Geo W. Tibbetts, R.A. Tibbetts his wife, W.E. Langdon, Stella Langdon his wife for themselves and for their heirs, executors and administrators do by their presents consent and agree with the said Railway Company that they, the said Geo W. Tibbetts, R.A. Tibbetts his wife, W.E. Langdon & Stella Langdon are the owners in fee simple of all of the above described lands that the same are free and clear of all incumberances and that they and their heirs, executors and administrators will and shall forever warrant and defend the title to the said strip of land against all lawful claims whatsoever. And the said Railway Company, its successors or assigns shall have the rights to go upon the land adjacent to said center line-200-on each side thereof and cut down all trees dangerous to the operation of said Railway. In Witness Whereof the said Geo W. Tibbetts, R.A. Tibbetts, W.E. Langdon & Stella Langdon have hereto set their hands and seals this 19th day of August, 1890.

Signed, sealed and

?????	}	Geo W. Tibbetts	(seal)
D.P. McElroy	}	R.A. Tibbetts	(seal)
E. Lance McCowley	}	W.E. Langdon	(seal)
State of Washington	}	Stella H. Langdon	(seal)
County of King	}		

This is to certify that on this 19th day of Aug. A.D. 1890 before me, W. G. Wicks, a Notary Public, in and for the State of Washington duly commissioned and sworn personally came Geo W. Tibbetts, R.A. Tibbetts his wife, W.E. Langdon & Stella Langdon his wife to me known to be the individuals described in and who executed the within instrument and acknowledged to me 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 R.A. Tibbetts & Stella Langdon, wife of said Geo W. Tibbetts & W.E. Langdon upon an examination by me separate and apart from said husband when the contents of said instrument are by me fully made known unto her and she was by me fully apprised of her rights and the effect of signing the within instrument did freely and voluntarily, separate and apart from her said husband acknowledge the same acknowledging that she did voluntarily of her own free will and without the fear of or concern from her husband execute the same as her free and voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and Official Seal the day and year in this certificate first above written.

(W.G. Wick's signature)
(Notarial Seal)
(Ex Mar. 28-94)

W.G. Wicks
Notary Public in and for the State of Washington.
Residing at South Bend in the County of King.
Filed for the record at the request of A.G. Dunham Dept.
6th A.D. 1890 at 2:27 P.M.

W.R. Forrest, County Auditor, Deputy.

EXHIBIT 18

The Grantor, ALICE H. FULLER, a widow, of Monohon, Washington, does hereby, for the consideration of one dollar and other good and valuable consideration in hand paid, the receipt whereof is acknowledged, CONVEY and QUITCLAIM to the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, all interest in the real estate hereinafter described, situate in the county of King and state of Washington, to-wit:

302
A strip of land forty (40) feet in width, being twenty-five (25) feet wide on the northerly side and fifteen (15) feet wide on the southerly side of the center line of the main track of said Railway Company for its Snoqualmie Branch as constructed and operated, between the southerly line of the "Isonguah to Redmond" County Road and the shore of Lake Sammamish, over and across that certain tract or parcel of land within government lot two (2) of section seven (7) in township twenty four (24) north of range six (6) east of the Willamette Meridian described as follows:

Commencing at the east quarter corner of said section seven; thence south no degrees ten minutes east ($30^{\circ}10'E$) seventy four and four tenths (74.4) feet to the meander corner on the shore of Lake Sammamish; thence following the meander line in front of said lake north seventy nine degrees fifty one minutes west ($N79^{\circ}51'W$) four hundred ninety (490) feet; thence north sixty eight degrees thirty minutes west ($N68^{\circ}30'W$) ninety seven and one tenth (97.1) feet to the true point of beginning; thence continuing north sixty eight degrees thirty minutes west ($N68^{\circ}30'W$) eighty and three tenths (80.3) feet; thence north fifty four degrees forty five minutes west ($N54^{\circ}45'W$) one hundred forty seven and seven tenths (147.7) feet; thence leaving said meander line north ten degrees thirty five minutes east ($N10^{\circ}35'E$) to point of intersection with the southerly line of said County Road; thence southeasterly along said southerly line to a point which bears north ten degrees thirty five minutes east ($N10^{\circ}35'E$) of the true point of beginning; thence south ten degrees thirty five minutes west ($S10^{\circ}35'W$) to the true point of beginning.

Also an additional strip of land twenty-five (25) feet in width on the northerly side of and contiguous to said above named forty-foot strip, being that portion of said above described tract or parcel of land lying between the westerly line of said tract and a line parallel with and distant seventy (70) feet easterly, measured at right angles, from said westerly line and between two lines parallel with and respectively distant twenty-five (25) feet and fifty (50) feet northerly, measured at right angles from said main track center line and the aforesaid GRANTOR does hereby in consideration of the

GRANT and CONVEY to said RAILWAY COMPANY the right to maintain in perpetuity southerly of the above described forty foot strip of land the present slopes for its existing roadbed and northerly of said last named strip of land its present pole line with the right to attach such additional wires as the Railway Company's Superintendent of Telegraph from time to time may deem desirable or necessary.

IN WITNESS WHEREOF the aforesaid grantor has signed these presents this 19th day of July 1935.

Alice M. Fuller

STATE OF WASHINGTON
County of King.

}
{se

I, the undersigned a Notary Public, do hereby certify that on this 19th day of July 1935, personally appeared before me ALICE M. FULLER, to me known to be the individual described in and who executed the within instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of July 1935.



P. G. Zwickmeyer
Notary Public in and for the State of Washington, residing at Seattle in said State.

Filed for Record July 20, 1935, 11 11 A.M.
Request of E. Millikin
EARL MILLIKIN, County Auditor.

EXHIBIT 19

W-10559 2861109

The Grantor, ALICE M. FULLER, a widow, of Monohon, Wash-
ington, does hereby for the consideration of one dollar and
other good and valuable consideration in hand paid, the receipt
whereof is acknowledged, CONVEY and QUITCLAIM to the NORTHERN
PACIFIC RAILWAY COMPANY, a Wisconsin corporation, all interest
in the real estate hereinafter described, situate in the County
of King and State of Washington, to-wit:

pg 3

A strip of land sixty-five (65) feet in width, being
fifty (50) feet wide on the northerly side and fifteen
(15) feet wide on the southerly side of the center line
of the main track of said Railway Company for its
Snoqualmie Branch, as the same is now constructed and
operated, between the southerly line of the "Issaquah
to Redmond" County Road and the shore of Lake Sammamish,
over and across that certain tract or parcel of land
within government lot two (2) of section seven (7) in
township twenty-four (24) north of range six (6) east of
the Willamette Meridian, described as follows:

Beginning at the east quarter corner of said section seven;
thence south no degrees ten minutes east (S8°10'E) seventy-
four and four-tenths (74.4) feet to the meander corner
on the shore of Lake Sammamish; thence following the
meander line in front of said lake north seventy-nine
degrees fifty-one minutes east (N79°51'E) two hundred
thirty-seven and one tenth (237.1) feet; thence leaving
said meander line north ten degrees thirty-five minutes
east (N10°35'E) to point of intersection with the south-
erly line of the "Issaquah to Redmond" County Road; thence
easterly along said southerly line to point of intersection
with the east line of said section seven; thence south
along said east section line to the point of beginning,

and the aforesaid GRANTOR does hereby in consideration of the
premises GRANT and CONVEY to the said RAILWAY COMPANY the right to
maintain in perpetuity the slopes for its roadbed in their present
location southerly of the above described strip of land within
the tract or parcel of land hereinabove described.

IN WITNESS WHEREOF the aforesaid Grantor has signed these
presents this 19th day of July 1938.

Alice M. Fuller

STATE OF WASHINGTON }
County of King. } ss

I, the undersigned a Notary Public, do hereby certify that on this 19th day of July 1935, personally appeared before me ALICE M. FULLER, to me known to be the individual described in and who executed the within instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of July A. D. 1935.



P. G. Zwilgmeyer
Notary Public in and for the State
of Washington, residing at Seattle
in said State.

EXHIBIT 20

Recording Requested By And
When Recorded Mail To:

King County
Water and Lands Resources Division
Resource Lands and Open Space Section
810 - Third Avenue, Suite 350
Seattle, WA 98104

RECORDING COVER SHEET

EASEMENT AGREEMENT

Grantor [Seller]: Jeffrey Lane Reinhardtsen and Karen Marie Hamilton

Grantee [Buyer]: King County

Legal Description: A portion of Government Lot 2, Section 7, Township 24 North, Range 6
East, W.M.

Additional legal(s) on: 5

Assessor's Tax Parcel ID#: 406510-0011-00



After Recording Return To:

EASEMENT AGREEMENT

JEFFRY LANE REINHARDSEN and KAREN MARIE HAMILTON ("Grantors"), and KING COUNTY, a political subdivision of the State of Washington ("Grantee"), agree as follows:

1. Easement

1.1 This agreement relates to real property located in King County, Washington ("the Property") that is described as follows:

A portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, W.M., further described on Exhibit Nos. 1 and 2.

TAX PARCEL Nos.: 406510-0011-00

1.2 Grantors quitclaim to Grantee, without warranty, a permanent 20-foot wide easement on and across the Property ("the Easement") for construction, operation and maintenance of a railroad, underground utility lines and/or a recreational trail for use by the general public; SUBJECT TO that certain utility easement being granted to The Burlington Northern and Santa Fe Railway Company concurrently herewith. Grantors intend to convey after acquired title, if any.

1.3 The Easement bisects the Property and is legally described as follows:

A PORTION OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, FURTHER DESCRIBED IN EXHIBIT No. 3.

2. Construction Access

In the event of the construction of a recreational trail, Grantee temporarily may occupy that portion of the Property needed to construct the trail. Construction access shall not materially interfere with Grantors' use of the Property for their principal residence.



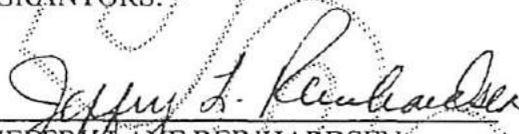
3. Use of Easement Area

- 3.1. The easement area shall not be open for public use unless it is part of a continuous trail.
- 3.2. Grantors shall continue to have the right to use and cross over the easement (i) for pedestrian access to and from various portions of their property, and (ii) for vehicular access in emergency situations, and with the County's permission when moving large objects.
- 3.3. Grantors shall have the right to construct an elevated roadway (subject to County approval for safety, which approval shall not be unreasonably withheld) provided that the clearance between the overpass and the surface of the easement is at least 10 feet or whatever is required for safe railroad operation should railroad service resume.

4. Miscellaneous

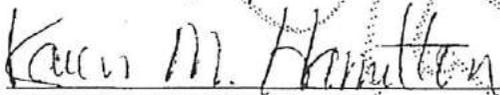
- 4.1. This agreement shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties herein.
- 4.2. Grantee shall indemnify and hold harmless (including from court costs and attorney's fees) Grantors and their assigns for personal injury or damage to property caused by Grantor's, its employees', and its agents' sole negligence.

GRANTORS:



JEFFREY LANE REINHARDSEN

Dated: 3/4/99



KAREN MARIE HAMILTON

Dated: 3/4/99



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Pam Bissonette, to me known to be the Director Dept of Nat Resources of King County, a political subdivision of the State of Washington, who executed the within and foregoing instrument, and acknowledged to me that he/she signed and sealed said instrument as a free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1 day of July, 1999.



Faith A. Holste
Print Name Faith A. Holste
NOTARY PUBLIC in and for the State
of Washington residing at
Belleveue, WA
My commission expires Aug 19, 2001

Document



EXHIBIT 1

DESCRIPTION

That certain portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, W.M., described as follows:

Beginning at the intersection of the Westerly margin of the Thomas Alexander County Road with the North line of said Government Lot 2, said point being South $88^{\circ} 14' 38''$ West, 1085.18 feet from the Northeast corner of said Government Lot 2; thence Southerly along the Westerly line of said County Road on a curve to the left, having a radius of 130.52 feet; the tangent to which curve at the point of beginning bears South $10^{\circ} 02' 46''$ East, a distance of 23.37 feet; thence South $20^{\circ} 18' 10''$ East, 13.63 feet to the true point of beginning; thence continuing South $20^{\circ} 18' 10''$ East 37.00 feet; thence South $81^{\circ} 38' 02''$ West to the outer boundary of the second class shore lands of Lake Sammamish; thence Northerly along said outer boundary to a point which bears South $84^{\circ} 53' 35''$ West to the true point of beginning; thence North $84^{\circ} 53' 35''$ East to the true point of beginning;

TOGETHER WITH that portion of vacated Thomas Alexander Road No. 867 adjoining, as attached by operation of law;

EXCEPT that portion lying easterly of the center-line of the right-of-way as shown on the map entitled "East Lake Sammamish Trail" and given Map No. 311-99, records of the King County Engineer.

(BEING KNOWN AS a portion of Tract 2 of Lake Sammamish Waterfront Tracts, according to the unrecorded plat thereof);

Situate in the County of King, State of Washington.



EXHIBIT 2

DESCRIPTION:

That certain portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, W.M., described as follows:

Beginning at the intersection of the Westerly margin of the Thomas Alexander County Road with the North line of said Government Lot 2, said point being South $88^{\circ} 14' 38''$ West, 1085.18 feet from the Northeast corner of said Government Lot 2; thence Southerly along the Westerly line of said County Road on a curve to the left, having a radius of 130.52 feet, the tangent to which curve at the point of beginning bears South $10^{\circ} 02' 46''$ East, a distance of 23.37 feet; thence South $20^{\circ} 18' 10''$ East, 13.63 feet to the true point of beginning; thence continuing South $20^{\circ} 18' 10''$ East 37.00 feet; thence South $81^{\circ} 38' 02''$ West to the outer boundary of the second class shore lands of Lake Sammamish; thence Northerly along said outer boundary to a point which bears South $84^{\circ} 53' 35''$ West to the true point of beginning; thence North $84^{\circ} 53' 35''$ East to the true point of beginning;

TOGETHER WITH that portion of vacated, Thomas Alexander Road No. 867 adjoining, as attached by operation of law;

EXCEPT that portion lying westerly of the center-line of the right-of-way as shown on the map entitled "East Lake Sammamish Trail" and given Map No. 311-49, records of the King County Engineer.

(BEING KNOWN AS a portion of Tract 2 of Lake Sammamish Waterfront Tracts, according to the unrecorded plat thereof);

Situate in the County of King, State of Washington.



EXHIBIT 3

THAT PORTION OF THE NORTHERN PACIFIC RIGHT-OF-WAY LYING 16.25 FEET EASTERLY AND 3.75 FEET WESTERLY OF THE CENTERLINE OF THE RIGHT-OF-WAY [NOT THE CENTERLINE OF THE TRACKS] AS SHOWN ON THAT MAP ENTITLED "EAST LAKE SAMMAMISH TRAIL" AND GIVEN MAP NO. 311-99, RECORDS OF THE KING COUNTY ENGINEER AND AS DEPICTED IN THE DRAWING ATTACHED AS HERETO AS EXHIBIT 3-A.



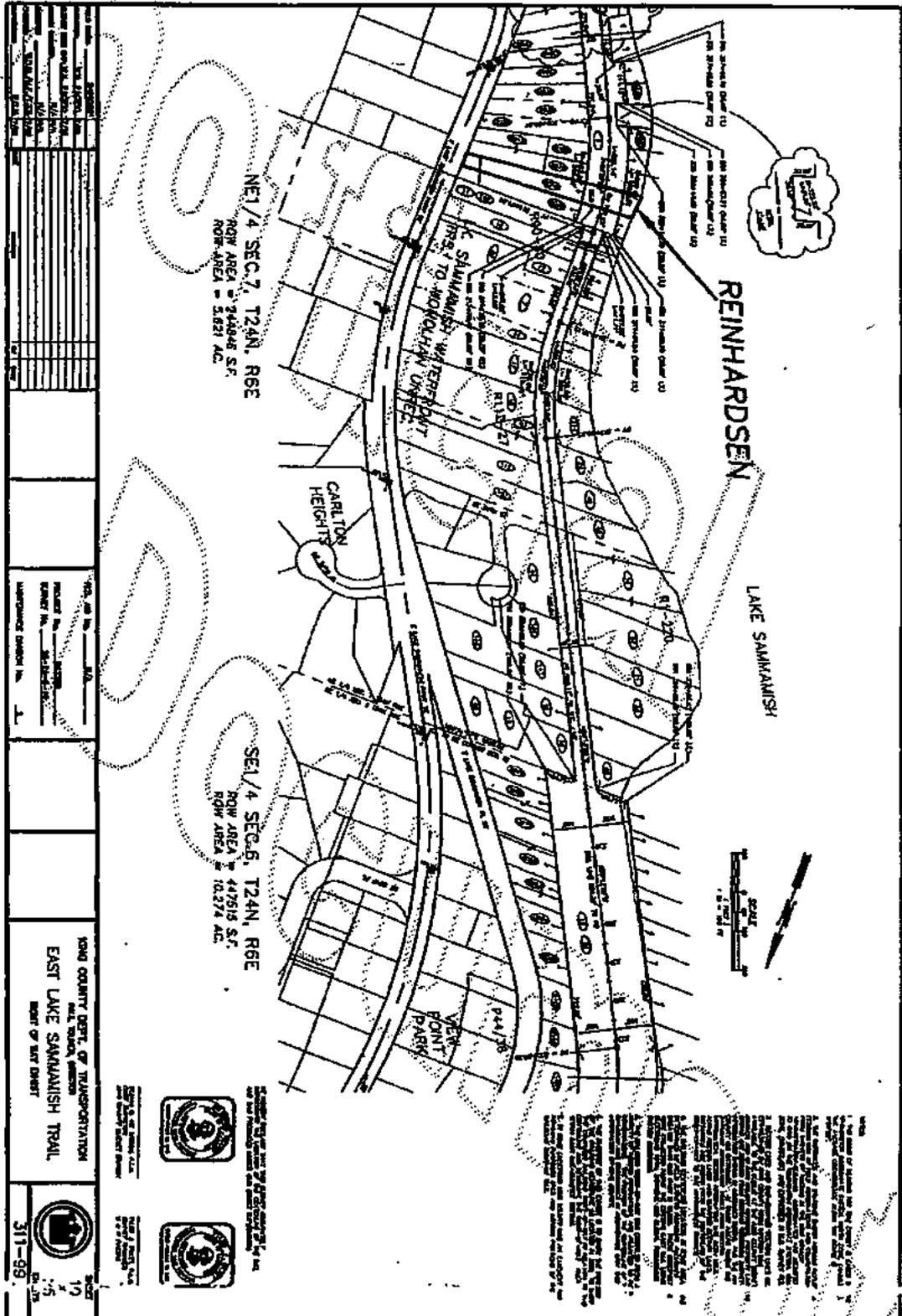


EXHIBIT 3-A



EXHIBIT 21

Recording Requested By And
When Recorded Mail To:

King County
Water and Lands Resources Division
Resource Lands and Open Space Section
810 - Third Avenue, Suite 350
Seattle, WA 98104

RECORDING COVER SHEET

EASEMENT AGREEMENT

Grantor [Seller]: Mark E. Rogalski & Carol L. Rogalski

Grantee [Buyer]: King County

Legal Description: A portion of Government Lot 2, Section 7, Township 24 North, Range 6
East, W.M.

Additional legal(s) on: 5

Assessor's Tax Parcel ID#: 406510-0005-07



WATER & LANDS ERS

15.00

19990707000513

PAGE 001 OF 008
07/07/1999 10:58
KING COUNTY, WA

After Recording Return To:

EASEMENT AGREEMENT

MARK E. ROGALSKI and CAROL L. ROGALSKI ("Grantors"), and KING COUNTY, a political subdivision of the State of Washington ("Grantee"), agree as follows:

1. Easement

1.1 This agreement relates to real property located in King County, Washington ("the Property") that is described as follows:

A portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, W.M., further described on Exhibit No. 1.

TAX PARCEL NO.: 406510-0005-07

1.2 Grantors quitclaim to Grantee, without warranty, a permanent 20-foot wide easement on and across the Property ("the Easement") for construction, operation and maintenance of a railroad, underground utility lines and/or a recreational trail for use by the general public; SUBJECT TO that certain utility easement being granted to The Burlington Northern and Santa Fe Railway Company concurrently herewith. Grantors intend to convey after acquired title, if any.

1.3 The Easement bisects the Property and is legally described as follows:

A PORTION OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, FURTHER DESCRIBED IN EXHIBIT No. 2.

2. Construction Access

In the event of the construction of a recreational trail, Grantee temporarily may occupy that portion of the Property needed to construct the trail. Construction access shall not materially interfere with Grantors' use of the Property for their principal residence.



3. Use of Easement Area

- 3.1. The easement area shall not be open for public use unless it is part of a continuous trail.
- 3.2. Grantors shall continue to have the right to use and cross over the easement (i) for pedestrian access to and from various portions of their property, and (ii) for vehicular access in emergency situations, and with the County's permission when moving large objects.
- 3.3. Grantors shall have the right to construct an elevated roadway over the easement (subject to County approval for safety, which approval shall not unreasonably be withheld) provided that the clearance between the overpass and the surface of the easement is at least 10 feet or whatever is required for safe railroad operation should railroad service resume.

4. Miscellaneous

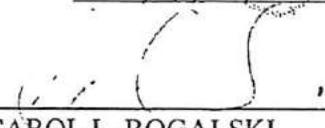
- 4.1. This agreement shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties herein.
- 4.2. Grantee shall indemnify and hold harmless (including from court costs and attorney's fees) Grantors and their assigns for personal injury or damage to property caused by Grantor's, its employees', and its agents' sole negligence.

GRANTORS:



MARK E. ROGALSKI

Dated: 7/4/99



CAROL L. ROGALSKI

Dated: 7/4/99



GRANTEE:

KING COUNTY

By: Pam Bessomito

Its: _____

Dated: 7/1/99

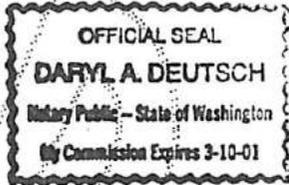
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this day personally appeared before me MARK E. ROGALSKI to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed said instrument as a free and voluntary act and deed for the uses and purposed therein mentioned.

GIVEN under my hand and official seal this 4th day of MARCH, 1999.



D.A. Deutsch
Print Name DARYL A. DEUTSCH
NOTARY PUBLIC in and for the State of
Washington, residing at KING COUNTY
My commission expires: 3/10/01

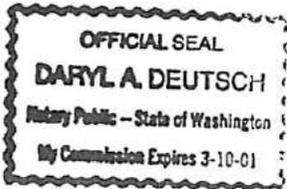
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this day personally appeared before me CAROL L. ROGALSKI to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed said instrument as a free and voluntary act and deed for the uses and purposed therein mentioned.

GIVEN under my hand and official seal this 4th day of MARCH, 1999.



D.A. Deutsch
Print Name DARYL A. DEUTSCH
NOTARY PUBLIC in and for the State of
Washington, residing at KING COUNTY
My commission expires: 3/10/01



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Pam Bissonette to me known to be the Director Dept of Nat Resources of King County, a political subdivision of the State of Washington, who executed the within and foregoing instrument, and acknowledged to me that ~~he~~/she signed and sealed said instrument as a free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of July, 1999.



[Signature]
Print Name Faith A. Holste
NOTARY PUBLIC in and for the State
of Washington residing at
Bellevue WA
My commission expires Aug 19, 2001



EXHIBIT 1

DESCRIPTION

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF KING AND IS DESCRIBED AS FOLLOWS:

TRACT 1, LAKE SAMMAMISH WATERFRONT TRACTS TO MONOHAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF THE THOMAS ALEXANDER COUNTY ROAD AND THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 24 NORTH, RANGE 6 EAST W.M., SAID POINT BEING SOUTH 88° 14' 38" WEST 1085.18 FEET FROM THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2;
THENCE SOUTHERLY ALONG THE WESTERLY MARGIN OF SAID COUNTY ROAD ON A CURVE TO THE LEFT HAVING A RADIUS OF 130.52 FEET, THE TANGENT TO WHICH CURVE AT THE POINT OF BEGINNING BEARS SOUTH 20° 18' 10" EAST 13.63 FEET;
THENCE SOUTH 84° 53' 35" WEST, TO THE OUTER BOUNDARY OF THE SECOND CLASS SHORELANDS OF LAKE SAMMAMISH;
THENCE NORTHERLY ALONG SAID OUTER BOUNDARY TO A POINT ON THE NORTHERLY BOUNDARY OF SAID SHORELAND IN FRONT OF SAID GOVERNMENT LOT 2;
THENCE EASTERLY ALONG SAID NORTHERLY BOUNDARY TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2;
THENCE ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 2, NORTH 88° 14' 38" EAST TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.



EXHIBIT 2

THAT PORTION OF THE NORTHERN PACIFIC RIGHT-OF-WAY LYING 16.25 FEET EASTERLY AND 3.75 FEET WESTERLY OF THE CENTERLINE OF THE RIGHT-OF-WAY [NOT THE CENTERLINE OF THE TRACKS] AS SHOWN ON THAT MAP ENTITLED "EAST LAKE SAMMAMISH TRAIL" AND GIVEN MAP NO. 311-99, RECORDS OF THE KING COUNTY ENGINEER AND AS DEPICTED IN THE DRAWING ATTACHED HERETO AS EXHIBIT 2-A.



INDEX OF EXHIBITS

1. Quit Claim from BNSF to TLC
2. Quit Claim from TLC to King County
3. 04-20-2016 Order on Cross Motion for Summary Judgment, Hornish v. King County, No. 2:15-cv-00284-MJP
4. 05-13-2016 Judgment Quieting Title to King County, Hornish v. King County, No. 2:15-cv-00284-MJP
5. King County v. Rasmussen, 299 F.3d 1077 (9th Cir. 2002)
6. Ray v. King County, 120 Wn.App. 564 (2004)
7. Friends of the E. Lake Sammamish Trail v. City of Sammamish, 361 F. Supp. 2d 1260, 1274 (W.D. Wash. 2005)
8. Table with parcel numbers and relevant information
9. Hutchinson Deed
10. Reeves Deed
11. Davis Deed
12. Yonderpump Deed
13. Sbedzuse Deed
14. Tahalthkut Deed
15. Hilchkanum Deed
16. Land Grants
17. Tibbett's Deed
18. Fuller Deed 2861110
19. Fuller Deed 2861109
20. Easement - Reinhardsen
21. Easement – Rogalski
22. Easement – Ivanoff
23. Easement – Pickering
24. Easement – Buck
25. Map to illustrate King County's ownership and control of the Corridor in Segment B
26. Bark-Jensen Deed
27. Map of the Corridor provided to the City on 7/31/14 as part of the SSPD 2014-00171
28. Inglewood Title Reports
29. Updated Inglewood Title Reports

EXHIBIT 22

AFTER RECORDING RETURN TO
King County Real Estate Services
500 A King County Admin. Bldg.
500 Fourth Avenue
Seattle, WA 98104



20080604001485

FIRST AMERICAN GCD
PAGE 001 OF 006
06/04/2008 14:12
KING COUNTY, WA

47.00

E2349074

06/04/2008 14:09
KING COUNTY, WA
TAX
SALE

\$10.00
\$0.00

PAGE 001 OF 001

Document Title:
Quit Claim Deed

Reference Number(s) of Documents assigned or released:
N/A

Grantor(s):
King County

1ST AM ⁶

342990

Grantee(s):
Daniel J. Ivanoff and Laurie A. Ivanoff

Legal Description:
See Exhibit A *Ptn Govt Lot 2, Sec 7 Twp 24N Rge 6E*

Assessor's Property Tax Parcel/Account Number:
406510-0025

QUIT CLAIM DEED

GRANTOR: KING COUNTY, a political subdivision of the State of Washington,

in order to clear title pursuant to the terms of a Settlement Agreement, conveys and quit claims to

GRANTEE: DANIEL J. IVANOFF and LAURIE A. IVANOFF, husband and wife, and their successors of record,

all of its right, title and interest, together with all after acquired title of Grantor therein, in the following described real property (the "Property") located in King County, Washington, together with all interest of Grantor in the railroad right-of-way and/or easement that crosses said Property:

That portion of Government Lot 2, Section 7, Township 24 North,
Range 8 East, W.M., further described on Exhibit "A"

Tax Parcel No.: 406510-0025

Subject to: A reservation of an easement for the construction, operation and maintenance of a railroad, and/or a recreational trail for use by the general public, over that portion of the Property legally described on Exhibit "B" (the "Reserved Easement"). The Reserved Easement is subject to the provisions set forth in Exhibit "C".

And Subject to: All rights vested in a permittee, licensee or grantee under any recorded or unrecorded license agreement, permit, lease, crossing agreement or easement in effect on September 18, 1998, that authorizes the permittee, licensee, lessee or grantee to traverse or use some portion of the Property, including but not limited to Electric Line Permit No. 88370, dated September 16, 1960, provided, that the rights referenced in this paragraph shall not be deemed to include any claim by Grantor with respect to a right of way for railroad and recreational trail purposes over the Property that would be in addition to the easement reserved by the Grantor in the prior paragraph.

SITUATE IN THE CITY OF SAMMAMISH, COUNTY OF KING, STATE OF WASHINGTON.

TOGETHER WITH A 10 FOOT ACCESS AND UTILITY EASEMENT AS RECORDED IN KING COUNTY RECORDS UNDER RECORDING NUMBERS 9002090920 AND 9002090921.

(BRING THAT PORTION OF TRACT 5, LAKE SAMMAMISH WATERFRONT TRACTS TO MONOHAN, ACCORDING TO THE UNRECORDED PLAT THEREOF LYING WEST OF THE EASTERLY MARGIN OF THE NORTHERN PACIFIC COMPANY RIGHT OF WAY)

THENCE NORTH 75°39'45" EAST TO THE TRUE POINT OF BEGINNING; BEARS SOUTH 75°39'45" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID OUTER BOUNDARY TO A POINT WHICH

CLASSES SHORELANDS OF LAKE SAMMAMISH; THENCE SOUTH 72°54'38" WEST TO THE OUTER BOUNDARY OF THE SECOND

DISTANCE OF 50.88 FEET; BEARS NORTH 68°41'04" EAST, THROUGH A CENTRAL ANGLE OF 4°27'56", AN ARC THE LEFT HAVING A RADIUS OF 652.83 FEET, THE CENTER POINT OF WHICH THE LEFT SOUTHEASTERLY ALONG SAID EASTERLY MARGIN ALONG A CURVE TO THE KING COUNTY ENGINEER AND THE POINT OF BEGINNING;

"EAST LAKE SAMMAMISH TRAIL" AND GIVEN MAP NUMBER 311-99, RECORDS OF NORTHERN PACIFIC COMPANY RIGHT OF WAY AS SHOWN ON THAT MAP TITLED "THENCE SOUTH 75°39'45" WEST 283.32 FEET TO THE EASTERLY MARGIN OF THE DISTANCE OF 23.37 FEET;

THENCE SOUTH 20°18'10" EAST 124.63 FEET; WHICH CURVE AT THE POINT OF BEGINNING BEARS SOUTH 10°02'46" EAST A ON A CURVE TO THE LEFT HAVING A RADIUS OF 130.52 FEET, THE TANGENT TO THE CURVE SOUTHERLY ALONG THE WESTERLY MARGIN OF SAID COUNTY ROAD FROM THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2;

GOVERNMENT LOT 2, SAID POINT BEING SOUTH 88°14'38" WEST 1085.18 FEET THOMAS ALEXANDER COUNTY ROAD AND THE NORTH LINE OF SAID COMMENCING AT THE INTERSECTION OF THE WESTERLY MARGIN OF THE LANDS ADJOINING, DESCRIBED AS FOLLOWS;

THAT PORTION OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON AND SECOND CLASS SHORE

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

EXHIBIT "B"

LEGAL DESCRIPTION OF RESERVED EASEMENT

THAT PORTION OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

A STRIP OF LAND 22.00 FEET IN WIDTH LYING 4.67 FEET WESTERLY AND 17.33 FEET EASTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE INTERSECTION OF THE WESTERLY MARGIN OF THE THOMAS ALEXANDER COUNTY ROAD AND THE NORTH LINE OF SAID GOVERNMENT LOT 2, SAID POINT BEING SOUTH 88°14'38" WEST, 1085.18 FEET FROM THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2;

THENCE SOUTHERLY ALONG THE WESTERLY MARGIN OF SAID COUNTY ROAD ON A CURVE TO THE LEFT HAVING A RADIUS OF 130.52 FEET, THE TANGENT TO WHICH CURVE AT THE POINT OF BEGINNING BEARS SOUTH 10°02'46" EAST A DISTANCE OF 23.37 FEET; THENCE SOUTH 20°18'10" EAST 124.63 FEET;

THENCE SOUTH 75°39'45" WEST 333.67 FEET TO THE CENTERLINE OF THE EAST LAKE SAMMAMISH TRAIL AS SHOWN ON THAT MAP TITLED "EAST LAKE SAMMAMISH TRAIL" AND GIVEN MAP NUMBER 311-99, RECORDS OF THE KING COUNTY ENGINEER AND THE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 702.83 FEET, THE CENTER POINT OF WHICH BEARS NORTH 69°10'59" EAST, THROUGH A CENTRAL ANGLE OF 4°20'30", AN ARC DISTANCE OF 53.26 FEET TO THE TERMINUS;

(BEING A PORTION OF THE N.P.R.R. RIGHT OF WAY BOUNDED BY TRACT 5, LAKE SAMMAMISH WATERFRONT TRACTS TO MONOHAN, ACCORDING TO THE UNRECORDED PLAT THEREOF)

SITUATE IN THE CITY OF SAMMAMISH, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "C"

The Easement reserved herein by Grantor is subject to the following terms and conditions:

1. A recreation trail, if constructed on the Reserved Easement, shall consist of a \pm twelve foot wide paved surface, with \pm three foot wide soft shoulders on each side (the "trail prism"). The area within the Reserved Easement (but outside the trail prism) may be used by the County for improvements reasonably necessary for the operation of the trail including, but not necessarily limited to, fencing, drainage and a guardrail. Grantor may temporarily occupy that portion of the Property needed to construct the trail. Construction access shall not materially interfere with Grantee's use of the Property as a principal residence, or for parking or related uses thereto.
2. The Reserved Easement shall only be opened or available for public use so long as it remains part of a continuous recreation trail.
3. Grantee shall continue to have the right to use and cross over the Reserved Easement for (i) pedestrian access to and from various portions of the Property, (ii) installation, maintenance and repair of utilities serving the Property; (iii) vehicular access in emergency situations, and (iv) moving large objects including without limitation vehicles reasonably needed to access the Property in connection with any future construction thereon; provided that the rights of Grantee under (ii) and (iv) above shall be subject to Grantee first obtaining the consent of the Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.
4. Grantee shall have the right to construct an elevated walkway or roadway over the Reserved Easement (subject to Grantor's approval for safety which approval shall not be unreasonably withheld, conditioned or delayed) provided that the clearance between the overpass and the surface of the Easement is at least ten (10) feet, or whatever is required for safe railroad use should railroad service be resumed.
5. Grantee shall have the right to construct improvements up to, the easterly and westerly boundaries of the Reserved Easement.
6. The provisions herein shall be binding upon, and inure to the benefit of, the successors and assigns of the Grantor and the Grantee.

EXHIBIT 23

Unofficial



Recording Requested By And
When Recorded Mail To:

King County
Water and Lands Resources Division
Resource Lands and Open Space Section
810 - Third Avenue, Suite 350
Seattle, WA 98104

9903112210
0128116062

RECORDING COVER SHEET

EASEMENT AGREEMENT

Grantor [Seller]: David Dwight Pickering & Leslie Ann Pickering

Grantee [Buyer]: King County

Legal Description: A portion of Government Lot 2, Section 7, Township 24 North, Range 6
East, W.M. in King County, Washington.

Additional legal(s) on: 2

Assessor's Tax Parcel ID#: 072406-9033-01

Easement

EXCISE TAX NOT REQUIRED
King Co. Records Division

By: [Signature] Deputy

After Recording Return To:
King County Resource Lands Division
110 Third Ave, Suite 350
Seattle, WA 98104

EASEMENT AGREEMENT

DAVID DWIGHT PICKERING and LESLIE ANN PICKERING ("Grantors"), and KING COUNTY, a political subdivision of the State of Washington ("Grantee"), agree as follows:

1. Easement

1.1 This agreement relates to real property located in King County, Washington ("the Property") that is described as follows:

A portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, W.M., further described on Exhibit No. 1.

TAX PARCEL NO.: 072406-9033-01

1.2 Grantors grant to Grantee a permanent 26-foot wide easement on and across the Property ("the Easement") for construction, operation and maintenance of a railroad, underground utility lines and/or a recreational trail for use by the general public; SUBJECT TO that certain utility easement being granted to The Burlington Northern and Santa Fe Railway Company concurrently herewith. Grantors intend to convey after acquired title, if any.

1.3 The Easement bisects the Property as shown in Exhibit No. 2 and is legally described as follows:

A PORTION OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHERN PACIFIC RIGHT-OF-WAY LYING 11 FEET NORTHEASTERLY AND 15 FEET SOUTHWESTERLY OF THE CENTERLINE OF THE RIGHT OF WAY [NOT THE CENTERLINE OF THE TRACKS] AS SHOWN ON THAT MAP ENTITLED "EAST LAKE SAMMAMISH TRAIL" AND GIVEN MAP NO. 311-99, RECORDS OF THE KING COUNTY ENGINEER.

9903112210

9908112210

2. Landscaping

Grantors shall be allowed to landscape to within eight (8) feet on either side of the Centerline described in Paragraph 1.3, subject to the right of Grantee to remove or displace any landscaping as needed to construct or maintain any of the improvements described in Paragraph 1.2.

3. Construction Access

In the event of the construction of a recreational trail, Grantee temporarily may occupy that portion of the Property needed to construct the trail. Construction access shall not materially interfere with Grantors' use of the Property for their principal residence.

4. Miscellaneous

This agreement shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties herein.

GRANTORS:

David D. Pickering
DAVID DWIGHT PICKERING
Dated: 1-14-99

Leslie Ann Pickering
LESLIE ANN PICKERING
Dated: 1/17/99

GRANTEE:

KING COUNTY

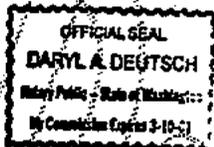
By: Paul Beaman
Its: Director, Dept. of Natural Resources
Dated: 3/2/99

Unrecorded

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me DAVID DWIGHT PICKERING to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of JANUARY, 1999.



Print Name DARYL A. DEUTSCH
NOTARY PUBLIC in and for the State of
Washington, residing at KING COUNTY
My commission expires: 3/10/01

9903112210

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me LESLIE ANN PICKERING to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of JANUARY, 1999.



Print Name DARYL A. DEUTSCH
NOTARY PUBLIC in and for the State of
Washington, residing at KING COUNTY
My commission expires: 3/10/01

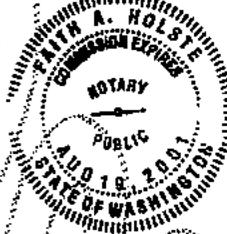
Unrecorded Document

STATE OF WASHINGTON

COUNTY OF KING

On this day personally appeared before me Pam Brissonette, to me known to be the Nicota Dept. of Alcohol of King County, a political subdivision of the State of Washington, who executed the within and foregoing instrument, and acknowledged to me that he/she signed and sealed said instrument as a free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of March 1999



Faith A. Holste
Print Name Faith
NOTARY PUBLIC in and for the State
of Washington residing at
Bellevue WA
My commission expires Aug 19, 2001

9903112210

EXHIBIT 1

A portion of Government lot 2, section 7, township 24 north, range 6 east, W. M., in King County, Washington, described as follows:

Beginning at the east quarter corner of said section 7; thence south $0^{\circ} 10'$ east 74.40 feet; thence north $79^{\circ} 51'$ west 490 feet; thence north $68^{\circ} 30'$ west 177.4 feet; thence north $54^{\circ} 45'$ west 169.59 feet to the iron post or hub marking the southeast corner of the John Rudstrom tract as established by boundary line agreement recorded in volume 1402 of deeds, page 555, under auditor's file No. 2490949, records of said county, the true point of beginning of this description; thence north $54^{\circ} 45'$ west 78.58 feet to the intersection with the westerly edge of an 8" concrete block bulkhead; thence north $36^{\circ} 28' 55''$ east along said westerly edge of bulkhead 31.62 feet; thence continuing north $36^{\circ} 28' 55''$ east along a projection of said westerly edge of the bulkhead 47.56 feet to the centerline of Northern Pacific Railway right of way; thence north $58^{\circ} 39' 05''$ west along a chord of said centerline 22.37 feet thence north $17^{\circ} 54'$ east 135.49 feet more or less to the southerly margin of the Redmond-Issaquah Highway; thence easterly along said southerly highway margin 46.28 feet more or less to the east line of the John Rudstrom tract as established by said boundary line agreement; thence south $10^{\circ} 35'$ west 224.01 feet more or less to the true point of beginning; EXCEPT roads; TOGETHER with all shorelands of the second class adjoining.

9903112210

Unofficial
Draft
Document

9903112210

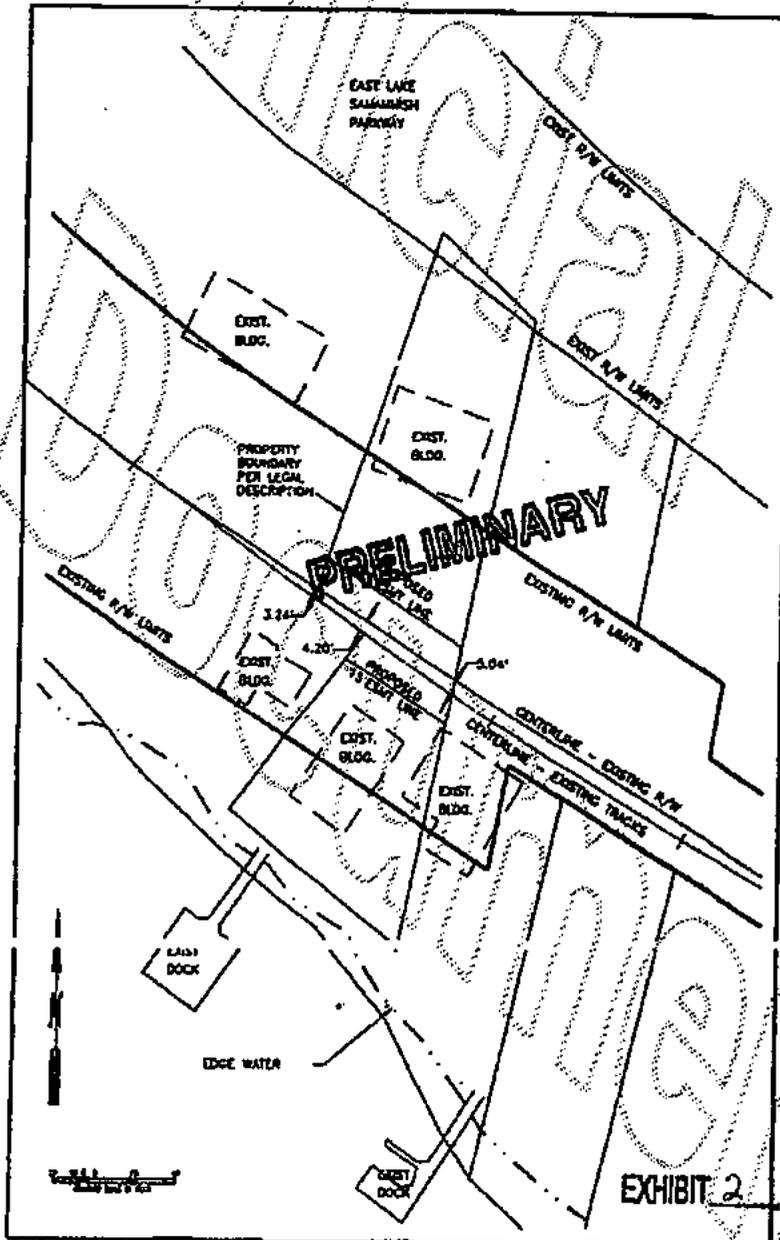


EXHIBIT 24



20010125000994

KING-COUNTY GO EAS
PAGE 001 OF 000
01/25/2001 13 11
KING COUNTY, WA

After Recording Return To
LEESA BAGAN
DEPUTY PROSECUTING ATTORNEY
K.C. PROSECUTOR'S OFFICE
900 K.C. ADMIN. BLDG.
500 FOURTH AVE
SEATTLE WA 98104

RECEIVED
ADMIN BLDG 9th FLR

SEP 13 2000

NORM MALENG
PROSECUTING ATTORNEY
CIVIL DIVISION

EASEMENT AGREEMENT

HOWARD F BUCK and COLLEEN M. BUCK ("Grantors"), and KING COUNTY, a political subdivision of the State of Washington ("Grantee"), agree as follows

1 Easement

1.1 This agreement relates to real property located in King County, Washington ("the Property") that is described as follows

A portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, W M, further described on Exhibit Nos 1, 2, and 3 attached hereto.

TAX PARCEL Nos	0724069036	0724069039
	0724069040	0724069108
	0724069109	

1.2 Grantors quitclaim to Grantee, without warranty, a permanent 25-foot wide easement on and across the Property ("the Easement") for construction, operation and maintenance of a railroad, underground utility lines and/or a recreational trail for use by the general public, SUBJECT TO that certain utility easement being granted to The Burlington Northern and Santa Fe Railway Company concurrently herewith. Grantors intend to convey after acquired title, if any

1.3 The Easement bisects the Property and is legally described as follows

A PORTION OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 24 NORTH RANGE 6 EAST, W M, IN KING COUNTY, WASHINGTON, FURTHER DESCRIBED IN EXHIBIT No 4, ATTACHED HERETO

2 Construction Access

In the event of the construction of a recreational trail, Grantee temporarily may occupy that portion of the Property needed to construct the trail. Construction access shall not materially interfere with Grantors' use of the Property for their principal residence

3 Use of Easement Area

- 3.1 The easement area shall not be open for public use unless it is part of a continuous trail
- 3.2 Grantors shall continue to have the right to use and cross over the easement (i) for pedestrian access to and from various portions of their property, and (ii) for vehicular access in emergency situations, and with the County's permission when moving large objects. In addition, Grantors shall continue to have the right to use the existing vehicular crossing over the right of way at M P 14+2367, Monahan, WA

2001 012 5000994

3 Grantors shall have the right to construct an elevated roadway (subject to County approval for safety, which approval shall not be unreasonably withheld) provided that the clearance between the overpass and the surface of the easement is at least 10 feet or whatever is required for safe railroad operation should railroad service resume

Miscellaneous

4 1 This agreement shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties herein

4 2 Grantee shall indemnify and hold harmless (including from court costs and attorney's fees) Grantors and their assigns for personal injury or damage to property caused by Grantee, its employees, and its agents' sole negligence

GRANTORS

Howard F. Buck
HOWARD F. BUCK
Dated 8-14-00

Colleen M. Buck
COLLEEN M. BUCK
Dated 8-14-00

GRANTEE

KING COUNTY

By Dan Pappert
Its Property Services Manager
Dated Sept. 13, 2000

STATE OF WASHINGTON)

COUNTY OF KING) ss-

On this day personally appeared before me HOWARD F. BUCK to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed said instrument as a free and voluntary act and deed for the uses and purposed therein mentioned



and and official seal this 14th day of August, 2000

Print Name Sylvia E. Thomson
NOTARY PUBLIC in and for the State of
Washington, residing at Burbank
My commission expires 4-20-01

2001 012 5000994

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me COLLEEN M BUCK to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed and sealed said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 14th day of August, 2000

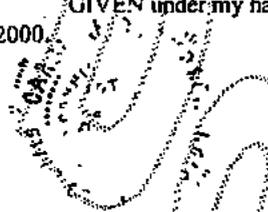


Sylvia E. Thomson
Print Name Sylvia E. Thomson
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue
My commission expires 4-20-01

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me David Preugschat, to me known to be the Property Services Manager of King County, a political subdivision of the State of Washington, who executed the within and foregoing instrument, and acknowledged to me that he/she signed and sealed said instrument as a free and voluntary act and deed of said corporation for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 13 day of September, 2000.



Carol J. Thompson
Print Name Carol J. Thompson
NOTARY PUBLIC in and for the State
of Washington residing at Seattle
My commission expires 11-15-2000

7660065 TIC 1002

EXHIBIT 1

DESCRIPTION (PARCEL A)

Westerly 44 86 feet of that portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, WM, in King County, Washington, described as follows

Beginning at the East quarter corner of said Section,
Thence along the East line of said Section South 0°10' East 74 4 feet,
Thence North 79° 51' West 490 feet,
Thence North 68° 30' West 132 60 feet to the TRUE POINT OF BEGINNING,

THENCE North 68° 30' west 44 85 feet,
Thence North 54° 45' West 171 65 feet to an iron pipe marking the Easterly boundary of the John Rudstrom property as shown in the boundary line agreement in Volume 1402 of Deeds, in page 555, records of said county,
Thence along said boundary line North 10° 35' East 228 71 feet, more or less, to the Southerly line of the Issaquah-Redmond Road,
Thence Southeasterly along said road line to a point which is North 10° 35' East from the true point of beginning,
Thence South 10° 35' West to the TRUE POINT OF BEGINNING.

TOGETHER WITH all upland and shorelands of the second class in front thereof lying between the side lines of said tract extended Southerly.

SUBJECT TO an easement for road purposes 8 feet in width

SUBJECT TO easements in favor of King County and the Burlington Northern and Santa Fe Railway Company

1650305 711 1957

EXHIBIT 2

DESCRIPTION (PARCEL B)

The Easterly 44 86 feet in width of the Westerly 89 72 feet in width that portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, W.M., in King County, Washington, described as follows

Beginning at the East ¼ quarter corner of said Section.
Thence along the East line of said Section South 0°10' East 74 4 feet.
Thence North 79° 51' West 490 feet,
Thence North 68° 30' West 132 60 feet to the TRUE POINT OF BEGINNING.

THENCE North 68° 30' west 44 85 feet,
Thence North 54° 45' West 171 65 feet to an iron pipe marking the Easterly boundary of the John Rudstrom property as shown in the boundary line agreement in Volume 1402 of Deeds, on page 555, records of King County, Washington,
Thence along said boundary line North 40° 35' East 228 71 feet, more or less, to the Southerly line of the Issaquah-Redmond Road,
Thence Southeasterly along said road line to a point which is North 10° 35' East from the true point of beginning,
Thence South 10° 35' West to the TRUE POINT OF BEGINNING.

TOGETHER WITH all upland and shorelands of the second class in front thereof lying between the side lines of said tract extended Southerly.

SUBJECT TO an easement for road purposes 8 feet in width

SUBJECT TO easements in favor of King County and the Burlington Northern and Santa Fe Railway Company

2005 012 5000994

EXHIBIT 3

DESCRIPTION (PARCEL C)

The Westerly 77.57 feet of the Easterly 110.28 feet in width of that portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, W.M., in King County, Washington, described as follows

Beginning at the East ¼ quarter corner of said Section,
Thence along the East line of said Section South 0° 10' East 74.4 feet,
Thence North 79° 51' West 490 feet,
Thence North 68° 30' West 132.60 feet to the TRUE POINT OF BEGINNING,

THENCE North 68° 30' West 44.85 feet,
Thence North 54° 45' West 171.65 feet to an iron pipe marking the Easterly boundary of the John Rudstrom property as shown in the boundary line agreement in Volume 1402 of Deeds, on page 555, records of King County, Washington,
Thence along said boundary line North 10° 35' East 228.71 feet, more or less, to the Southerly line of the Issaquah-Redmond Road,
Thence Southeasterly along said road line to a point which is North 10° 35' East from the true point of beginning,
Thence South 10° 35' West to the TRUE POINT OF BEGINNING.

TOGETHER WITH all upland and shorelands of the second class in front thereof lying between the side lines of said tract extended Southerly.

SUBJECT TO an easement for road purposes 8 feet in width

SUBJECT TO easements in favor of King County and the Burlington Northern and Santa Fe Railway Company

200: 074 5300994

EXHIBIT 4
(page 1 of 3)

LEGAL DESCRIPTIONS FOR EASEMENT AREAS

That portion of the Northern Pacific Railway Company right of way within the following described Parcels A, B and C lying between parallel lines drawn 15 feet Northeasterly and 10 feet Southwesterly of the centerline of said right of way (not the centerline of the tracks) as shown on that map titled "East Lake Sammamish Trail" and given Map No 311-99, records of the King County Engineer

PARCELA

Westerly 44.86 feet of that portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, W.M. in King County, Washington, described as follows:

Beginning at the East quarter corner of said Section,
Thence along the East line of said Section South $0^{\circ}10'$ East 74.4 feet,
Thence North $79^{\circ}51'$ West 490 feet,
Thence North $68^{\circ}30'$ West 132.60 feet to the TRUE POINT OF BEGINNING.

THENCE North $68^{\circ}30'$ west 44.85 feet,
Thence North $54^{\circ}45'$ West 171.65 feet to an iron pipe marking the Easterly boundary of the John Rudstrom property as shown in the boundary line agreement in Volume 1402 of Deeds, in page 555, records of said county,
Thence along said boundary line North $10^{\circ}35'$ East 228.71 feet, more or less, to the Southerly line of the Issaquah-Redmond Road,
Thence Southeasterly along said road line to a point which is North $10^{\circ}35'$ East from the true point of beginning,
Thence South $10^{\circ}35'$ West to the TRUE POINT OF BEGINNING.

TOGETHER WITH all upland and shorelands of the second class in front thereof lying between the side lines of said tract extended Southerly,

SUBJECT TO an easement for road purposes, 8 feet in width

4660066 712 1007

EXHIBIT 4
(page 2 of 3)

PARCEL B

The Easterly 44.86 feet in width of the Westerly 89.72 feet in width that portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the East 1/4 quarter corner of said Section.
Thence along the East line of said Section South 0°10' East 74.4 feet
Thence North 79° 51' West 490 feet.
Thence North 68° 30' West 132.60 feet to the TRUE POINT OF BEGINNING.

THENCE North 68° 30' west 44.85 feet.
Thence North 54° 45' West 171.65 feet to an iron pipe marking the Easterly boundary of the John Rudstrom property as shown in the boundary line agreement in Volume 1402 of Deeds, on page 555, records of King County, Washington.
Thence along said boundary line North 10° 35' East 228.71 feet, more or less, to the Southerly line of the Issaquah-Redmond Road,
Thence Southeasterly along said road line to a point which is North 10° 35' East from the true point of beginning.
Thence South 10° 35' West to the TRUE POINT OF BEGINNING.

TOGETHER WITH all upland and shorelands of the second class in front thereof lying between the side lines of said tract extended Southerly.

SUBJECT TO an easement for road purposes 8 feet in width

2001 012 500099

EXHIBIT 4
(page 3 of 3)

PARCEL C

The Westerly 77.57 feet of the Easterly 110.28 feet in width of that portion of Government Lot 2, Section 7, Township 24 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the East 1/4 quarter corner of said Section,
Thence along the East line of said Section South 0° 10' East 74.4 feet,
Thence North 79° 51' West 490 feet,
Thence North 68° 30' West 132.60 feet to the TRUE POINT OF BEGINNING.

THENCE North 68° 30' West 44.85 feet,
Thence North 54° 45' West 171.65 feet to an iron pipe marking the Easterly boundary of the John Rudstrom property as shown in the boundary line agreement in Volume 1402 of Deeds, on page 555, records of King County, Washington,
Thence along said boundary line North 10° 35' East 228.71 feet, more or less, to the Southerly line of the Issaquah-Redmond Road,
Thence Southeasterly along said road line to a point which is North 40° 35' East from the true point of beginning,
Thence South 10° 35' West to the TRUE POINT OF BEGINNING.

TOGETHER WITH all upland and shorelands of the second class in front thereof lying between the side lines of said tract extended Southerly,

SUBJECT TO an easement for road purposes 8 feet in width

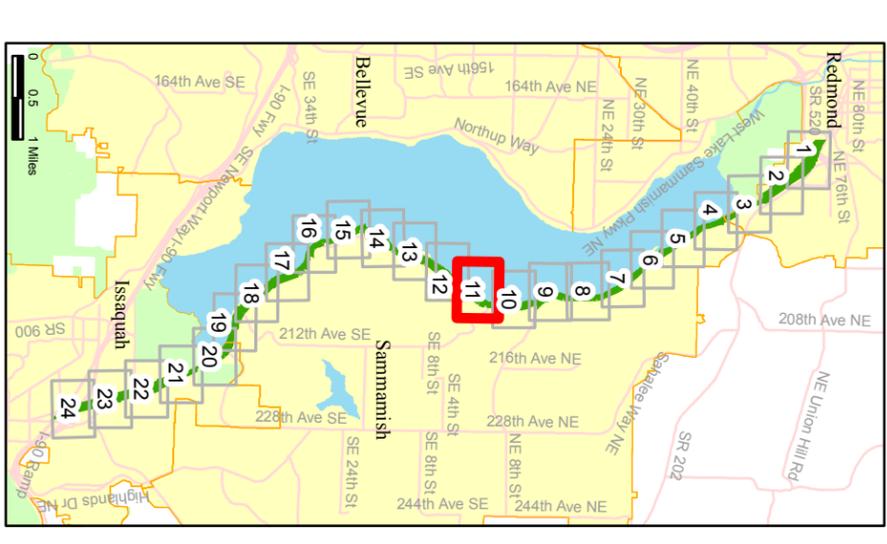
2005 JUN 2 2:26 PM

EXHIBIT 25

East Lake Sammamish Trail Railroad Right of Way Historical Acquisitions

Segment 2B Permit Submittal

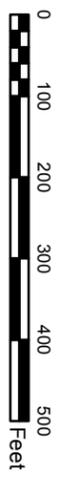
- Legend**
- Deed to Railroad from Private Party
 - Land Grant
 - Easement
 - Adverse Possession
 - King County Parks Property outside RR ROW
 - Other Parks
 - Tax Parcels



Page 11 of 24



Department of
Natural Resources and Parks
Parks Division
November 21, 2016



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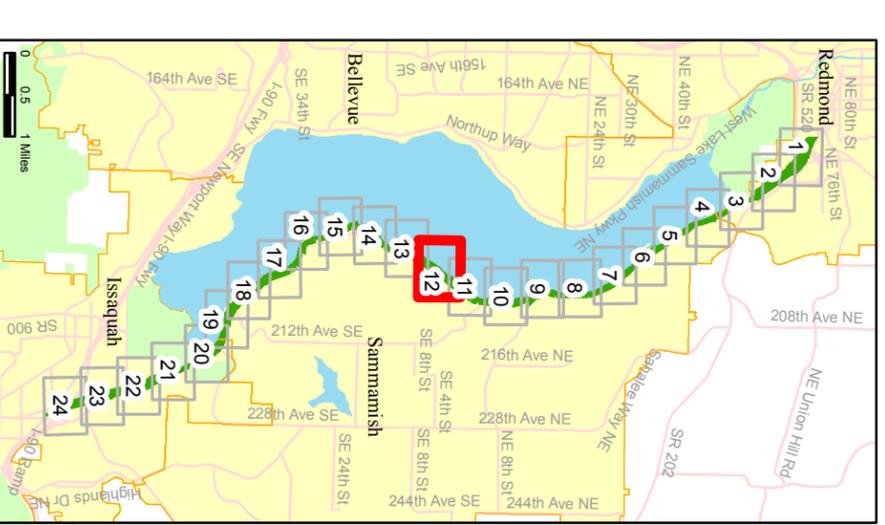
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East Lake Sammamish Trail Railroad Right of Way Historical Acquisitions

Segment 2B Permit Submittal

- Legend**
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King County
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Parks Division

November 21, 2016



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\\map1\projects\parks\king\project\east_lake_samm\trail\sp\east_map_atlas_acq\type_sag2b.mxd

EXHIBIT 26



20020906000899
29.00

CHICAGO TITLE WD
PAGE 001 OF 011
09/08/2002 11:28
KING COUNTY, WA

WHEN RECORDED RETURN TO
KING COUNTY OPEN SPACE
201 SOUTH JACKSON STREET #600
SEATTLE, WASHINGTON 98104

E1908409

09/08/2002 11:25
KING COUNTY, WA
TAX \$10,413.00
SALE \$585,000.00

PAGE 001 OF 003

2002 090 6000899



CHICAGO TITLE INSURANCE COMPANY

567950

STATUTORY WARRANTY DEED

Dated AUGUST 16, 2002

THE GRANTOR

JOHN L. SCHALLER, AS SUCCESSOR TRUSTEE OF THE JENSEN FAMILY TRUST, DATED JUNE 8, 1977, AND JOHN LENTZ SCHALLER, A SINGLE PERSON, DIANE BARK, A SINGLE PERSON, DAVID BARK, A SINGLE PERSON AND CLAUDIA BARK, A SINGLE PERSON

for and in consideration of

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

11 pgs
CHICAGO TITLE INS. CO
REF# 567950-6

in hand paid, conveys and warrants to

KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON

the following described real estate situated in the County of KING
Tax Account Number(s)

State of Washington

THE ABBREVIATED LEGAL DESCRIPTION IS AS FOLLOWS.

PARCEL A: A PORTION OF LOTS 1-4 & 18-58, BLOCK 9, VOL E PG 169,

PARCEL B: A PORTION OF LOTS 36-40, BLOCK 7, VOL 3 PG 169;

PARCEL C: A PORTION OF VACATED ILLINOIS AVE ADJOINING BLOCKS 6, 7 AND 9, VOL 3 PG 169;

PARCEL D: A PORTION OF LOTS 1-10 & 17-27, BLOCK 6, VOL 3 PG 169 TGV PTN VAC ST ADJ.

PARCEL E: A PORTION OF LOTS 11-167, BLOCK 6, VOL 3 PG 169 TGV PTN VAC ST ADJ.

SUBJECT TO EXCEPTIONS SET FORTH ON ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.

THE COMPLETE LEGAL DESCRIPTION IS LOCATED ON PAGE 2 AS EXHIBIT "A".

APPROVED BY KING COUNTY

Daryl Grigsby

TAX PARCELS:
357530 0591
357530 0592
357530 0460
357530 0365
357530 0260
357530 0340

SEE ATTACHED SIGNATURE PAGE

GRANTOR.

David Bark

DAVID BARK

Diane Bark

DIANE BARK

CLAUDIA BARK

JOHN LENTZ SCHALLER

JENSEN FAMILY TRUST

JOHN L. SCHALLER, TRUSTEE

2002 090 6000899

UNOFFICIAL DOCUMENT

GRANTOR:

DAVID BARK

DIANE BARK

CLAUDIA BARK



JOHN LENTZ SCHALLER

JENSEN FAMILY TRUST

JOHN L. SCHALLER, TRUSTEE

2002 090 600000

Unofficial Document

GRANTOR:

DAVID BARK

DIANE BARK

CLAUDIA BARK

John Lentz Schaller

JOHN LENTZ SCHALLER

JENSEN FAMILY TRUST

John L. Schaller

JOHN L. SCHALLER, TRUSTEE

Trustee

2002 090 6000000

Unofficial Document

2002 090 6000888

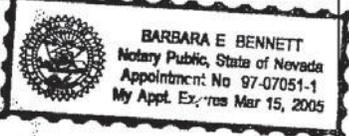
STATE OF ~~WASHINGTON~~ Nevada ss COUNTY OF Clark

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN L. SCHALLER IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS TRUSTEE OF THE JENSEN FAMILY TRUST DATED JUNE 8, 1977 TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT

DATED: August 30, 2002

Barbara E. Bennett
NOTARY SIGNATURE

PRINTED NAME: BARBARA E. BENNETT
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON NEVADA
RESIDING AT 530 Ave. S. S.E. Nr.
MY APPOINTMENT EXPIRES March 15, 2005

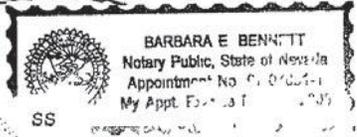


STATE OF ~~WASHINGTON~~ Nevada ss
COUNTY OF Clark

ON THIS 30th DAY OF August, 2002 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED JOHN LENTZ SCHALLER KNOWN TO ME TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED

Barbara E. Bennett
NOTARY SIGNATURE

PRINTED NAME: BARBARA E. BENNETT
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON Nevada
RESIDING AT 530 Ave. S. S.E.
MY COMMISSION EXPIRES ON March 15, 2002



STATE OF WASHINGTON ss
COUNTY OF _____

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED DIANE BARK KNOWN TO ME TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT SHE SIGNED AND SEALED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.

NOTARY SIGNATURE

PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY COMMISSION EXPIRES ON _____

2002 090 6000899

STATE OF WASHINGTON SS
COUNTY OF _____

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY
COMMISSIONED AND SWORN, PERSONALLY APPEARED DAVID BARK KNOWN TO ME TO
BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN
INSTRUMENT AND ACKNOWLEDGED THAT HE SIGNED AND SEALED THE SAME AS HIS
FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN
MENTIONED.

NOTARY SIGNATURE _____

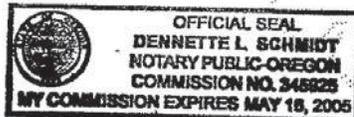
PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY COMMISSION EXPIRES ON _____

Oregon @
STATE OF ~~WASHINGTON~~ SS
COUNTY OF *Lane*

ON THIS *28th* DAY OF *August*, 200*2* BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY
COMMISSIONED AND SWORN, PERSONALLY APPEARED CLAUDIA BARK KNOWN TO ME TO
BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN
INSTRUMENT AND ACKNOWLEDGED THAT SHE SIGNED AND SEALED THE SAME AS HER
FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN
MENTIONED.

Dennette L. Schmidt
NOTARY SIGNATURE _____

PRINTED NAME: *Dennette L. Schmidt* @
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON *Oregon*
RESIDING AT *Eugene OR*
MY COMMISSION EXPIRES ON *May 16, 2005*



STATE OF WASHINGTON
COUNTY OF King

SS

ON THIS 27th DAY OF August, 2007 BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY
COMMISSIONED AND SWORN, PERSONALLY APPEARED DAVID BARK KNOWN TO ME TO
BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN
INSTRUMENT AND ACKNOWLEDGED THAT HE SIGNED AND SEALED THE SAME AS HIS
FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN
MENTIONED

Bonnie Kloetsch
NOTARY SIGNATURE

PRINTED NAME: Bonnie Kloetsch
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: Bethell
MY COMMISSION EXPIRES ON 1-23-08



2002 000 6000000

STATE OF WASHINGTON
COUNTY OF _____

SS

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY
COMMISSIONED AND SWORN, PERSONALLY APPEARED CLAUDIA BARK KNOWN TO ME TO
BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN
INSTRUMENT AND ACKNOWLEDGED THAT SHE SIGNED AND SEALED THE SAME AS HER
FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN
MENTIONED.

NOTARY SIGNATURE

PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY COMMISSION EXPIRES ON _____

CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

Escrow No. 567950

LEGAL DESCRIPTION

The land referred to is situated in the State of Washington, County of KING, and is described as follows

PARCEL A:

LOTS 1 THROUGH 4, INCLUSIVE, AND LOTS 18 THROUGH 58, INCLUSIVE, ALL IN BLOCK 9, INGLEWOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169; IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY MARGIN OF THE NORTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NUMBER 305111.

PARCEL B:

THAT PORTION OF LOTS 36 THROUGH 40, BLOCK 7, INGLEWOOD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF EAST LAKE SAMMAMISH PARKWAY N.E. (ISSAQUAH-REDMOND ROAD REV. NO. 2), EXCEPT THAT PORTION LYING WESTERLY OF THE EASTERLY MARGIN OF THE NORTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NUMBER 305111.

PARCEL C:

ALL THAT PORTION OF ILLINOIS AVENUE (ALSO KNOWN AS 202ND AVENUE N.E.) AS SHOWN ON AND DEDICATED TO THE PUBLIC IN INGLEWOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF A LINE LOCATED 30 FEET (MEASURED PERPENDICULAR TO) SOUTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF EAST LAKE SAMMAMISH PARKWAY N.E., AS VACATED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 91-2-20802-6.

PARCEL D:

THAT PORTION OF LOTS 1 THROUGH 10 AND 17 THROUGH 27, BLOCK 6, INGLEWOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF EAST LAKE SAMMAMISH PARKWAY N.E. (ISSAQUAH-REDMOND ROAD REV. NO. 2); EXCEPT THAT PORTION LYING WESTERLY OF THE EASTERLY MARGIN OF THE NORTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NUMBER 305111, AND EXCEPT THOSE PORTIONS CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER RECORDING NUMBERS 625790, 983353, 983354 & 983355; AND EXCEPT THAT PORTION CONDEMNED FOR ROAD IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 106364, AND EXCEPT THOSE PORTIONS RESERVED FOR ROAD BY KING COUNTY IN DEEDS RECORDED UNDER RECORDING NUMBERS 860989 & 2957937;

TOGETHER WITH THOSE PORTIONS OF VACATED ASH STREET (N.E. 16TH STREET) AND DEPOT STREET ADJOINING, VACATED BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 94-2-14451-1, AS WOULD ATTACH BY OPERATION OF LAW.

PARCEL E:

THAT PORTION OF LOTS 11 THROUGH 16, BLOCK 6, INGLEWOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF EAST LAKE SAMMAMISH PARKWAY N.E. (ISSAQUAH-REDMOND ROAD REV. NO. 2); EXCEPT THOSE PORTIONS CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER RECORDING NUMBERS 983354 & 983356; AND EXCEPT THAT PORTION RESERVED FOR ROAD BY KING COUNTY IN DEED RECORDED UNDER RECORDING NUMBER 769006,

2002 090 6000000

CHICAGO TITLE INSURANCE COMPANY

Escrow No 000567950

Title No 000567950

LEGAL DESCRIPTION

TOGETHER WITH THAT PORTION OF VACATED ASH STREET (N.E. 16TH STREET)
ADJOINING, VACATED BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 94-2-14451-1,
AS WOULD ATTACH BY OPERATION OF LAW.

2002 090 6000888

CHICAGO TITLE INSURANCE COMPANY

EXHIBIT B

Escrow No. 567950

SUBJECT TO

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
 AREA AFFECTED: PORTION OF SAID PREMISES
 ADJOINING E. LAKE SAMMAMISH
 PARKWAY N.E.
 RECORDED: NOVEMBER 23, 1993
 RECORDING NUMBER: 9311231438

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUGET SOUND POWER & LIGHT COMPANY
 PURPOSE: ELECTRIC TRANSMISSION AND/OR
 DISTRIBUTION SYSTEM
 AREA AFFECTED: PORTION OF SAID PREMISES
 ADJOINING E. LAKE SAMMAMISH
 PARKWAY N.E.
 RECORDED: DECEMBER 1, 1994
 RECORDING NUMBER: 9412010277

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE: INGRESS AND EGRESS AND RIGHT TO
 MAINTAIN SEWER LINE IN ITS
 EXISTING LOCATION
 AREA AFFECTED: PORTIONS OF PARCELS D AND E, AND
 OTHER PROPERTY
 RECORDED: JUNE 2, 1999
 RECORDING NUMBER: 9906021961

EASEMENT AND THE TERMS AND CONDITIONS THEREOF

PURPOSE: UTILITIES
 AREA AFFECTED: PORTIONS OF PARCELS D AND E; AND
 OTHER PROPERTY
 RECORDED: OCTOBER 28, 1999
 RECORDING NUMBER: 19991028001469

COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT:

RECORDED: MAY 16, 1990
 RECORDING NUMBER: 9005161176

COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT:

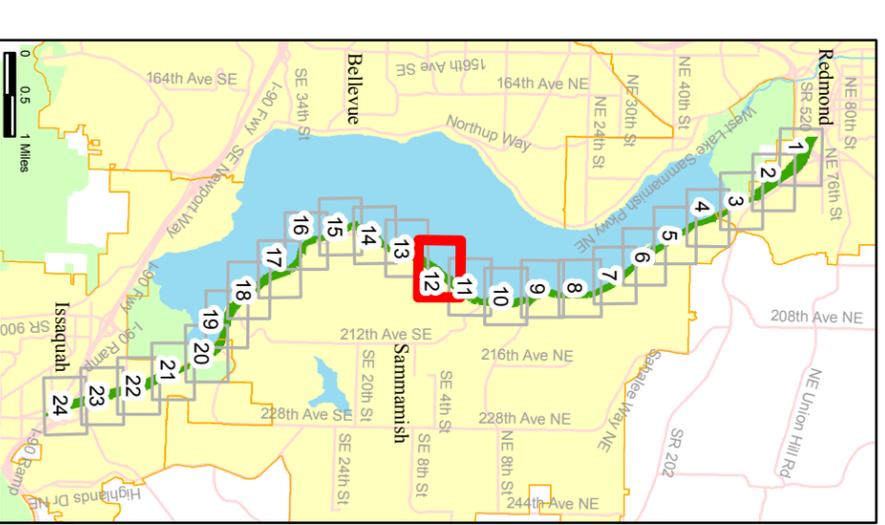
RECORDED: DECEMBER 13, 1991
 RECORDING NUMBER: 9112130857

2002 090 6000000

EXHIBIT 27

East Lake Sammamish Trail Railroad Right of Way Historical Acquisitions

- Legend**
- Deed to Railroad from Private Party
 - Land Grant
 - Easement
 - Adverse Possession
 - Court of Claims Plaintiff
 - Special Use Permit
 - King County Parks Property outside RR ROW
 - Other Parks
 - Tax Parcels

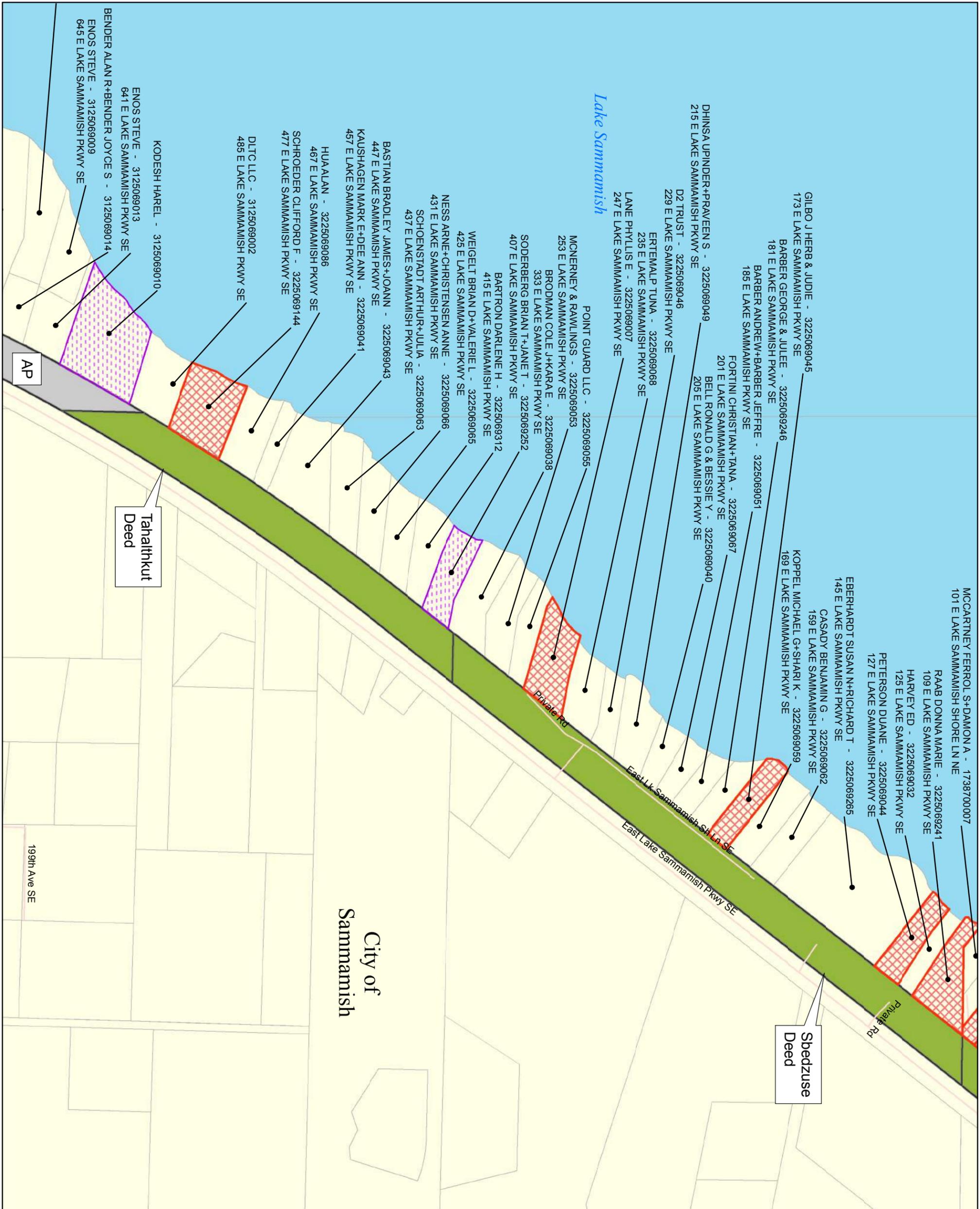


Page 12 of 24



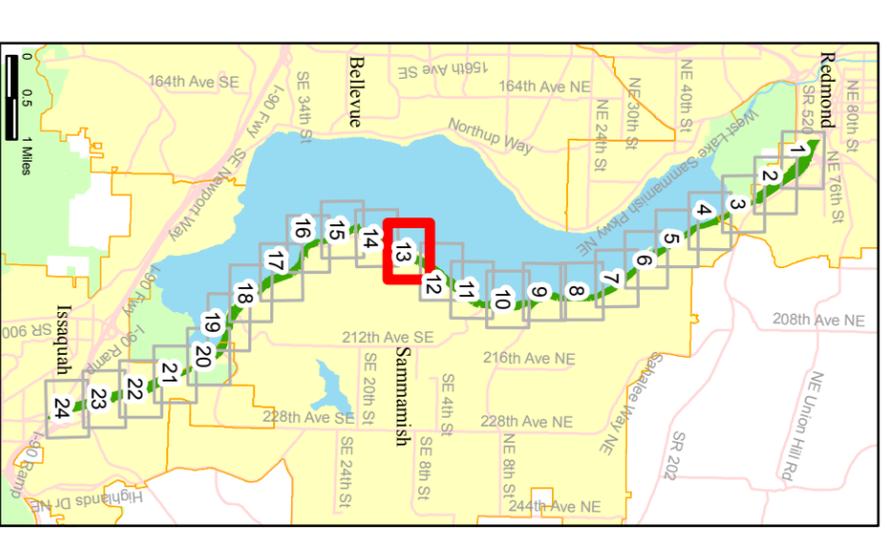
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East Lake Sammamish Trail Railroad Right of Way Historical Acquisitions

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\\nrgp\Projects\Parks\working\proj\gis\lake_samm\trail\spatial\map_atlas_acquired_type.mxd



HESS JH MM & LARSEN DON MM - 0624069103

BOLLES DAVID - 0624069073
2005 E LAKE SAMMAMISH PL SE

HALUPTZOK PATRICK+CHENOA - 0624069088

ELDER COLIN - 8920100102
2115 E LAKE SAMMAMISH PL SE

CROW HOWARD M - 8920100100
2127 E LAKE SAMMAMISH PL SE

FARACI ANDREW J+ALLISAE - 8920100104
2133 E LAKE SAMMAMISH PL SE

HARRELL PATRICIA J - 8920100105

HARRELL PATRICIA J - 8920100089
2221 E LAKE SAMMAMISH PL SE

EAST THERESA S - 8920100084

BERES A W - 8920100082
2305 E LAKE SAMMAMISH PL SE

PARROTT MICHAEL+DIANE - 8920100080
2311 E LAKE SAMMAMISH PL SE

BAISCH SCOTT C+JENNIFER C - 8920100077
2317 E LAKE SAMMAMISH PL SE

THOMPSON NATHANIEL+ALISON - 8920100070
2325 E LAKE SAMMAMISH PL SE

ABERNATHY MICHAEL J+GINA M - 8920100071
2331 E LAKE SAMMAMISH PL SE

Lake Sammamish

HOWARD MICHAEL J - 0724069059
2417 E LAKE SAMMAMISH PL SE

GOTTSCHALK WILLIAM G+DEBRA - 0724069055
2419 E LAKE SAMMAMISH SHORE LN SE

KOCH MITCHELL L+CATHERINE J - 0724069056
2503 E LAKE SAMMAMISH SHORE LN SE

BARBER JEFFREY ALEXANDER - 0724069051
2517 E LAKE SAMMAMISH SHORE LN SE

BARBER ANDREW J - 0724069054
2523 E LAKE SAMMAMISH SHORE LN SE

SCHUTT DOUGLAS W - 0724069015
2531 E LAKE SAMMAMISH SHORE LN SE

LEDERMAN GERALDINE REED - 0724069048
2601 E LAKE SAMMAMISH SHORE LN SE

LEDERMAN PAUL B - 0724069049
2605 E LAKE SAMMAMISH SHORE LN SE

KRUGLICK EMILY B - 0724069052
2609 E LAKE SAMMAMISH SHORE LN SE

GALPIN KEITH R - 0724069114
GALPIN KEITH R - 0724069116

RUNDLE ROBERT M: LAKE SAMMA - 0724069126
LAKE SAMMAMISH HOME 2 LLC - 0724069124

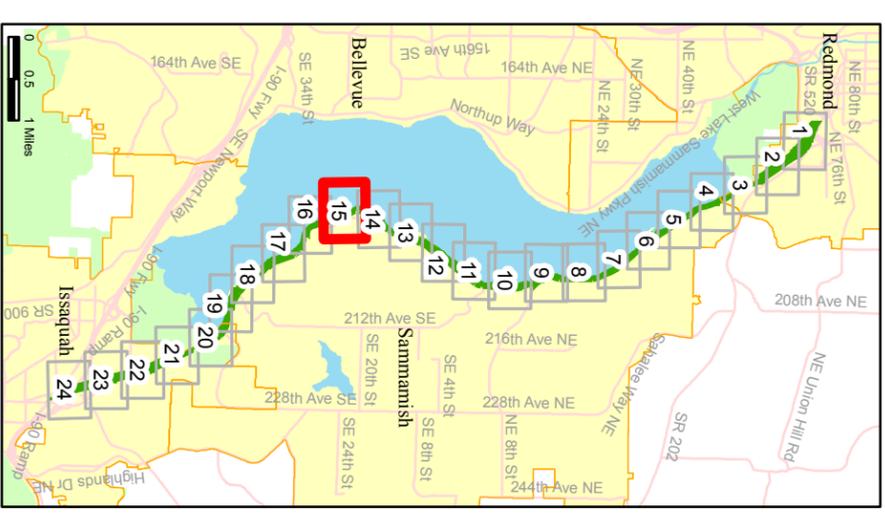
RUNDLE ROBERT M: LAKE SAMMA - 0724069123
HORVATH FREDERICK E & KAREN - 0724069062
2713 E LAKE SAMMAMISH PKWY SE

Land Grant

Tibbets, G
Deed

East Lake Sammamish Trail Railroad Right of Way Historical Acquisitions

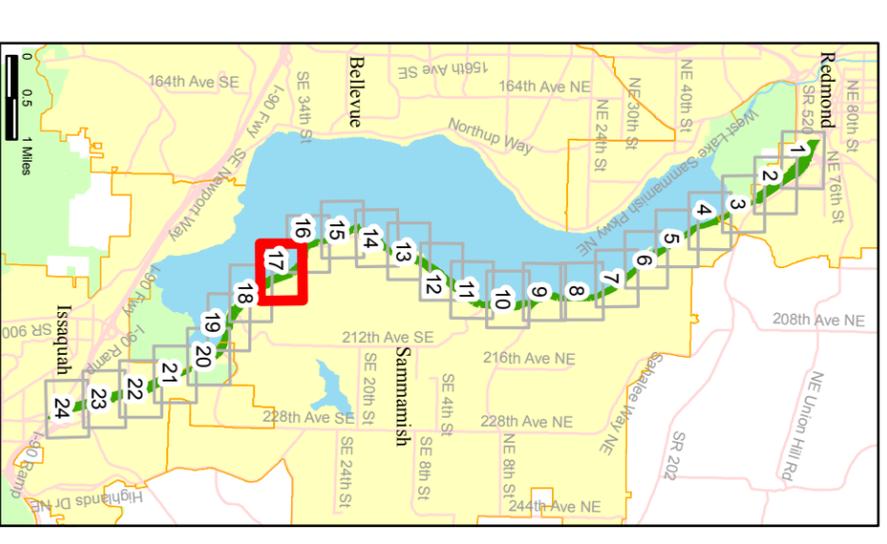
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City of
Sammamish

Lake Sammamish

Land Grant

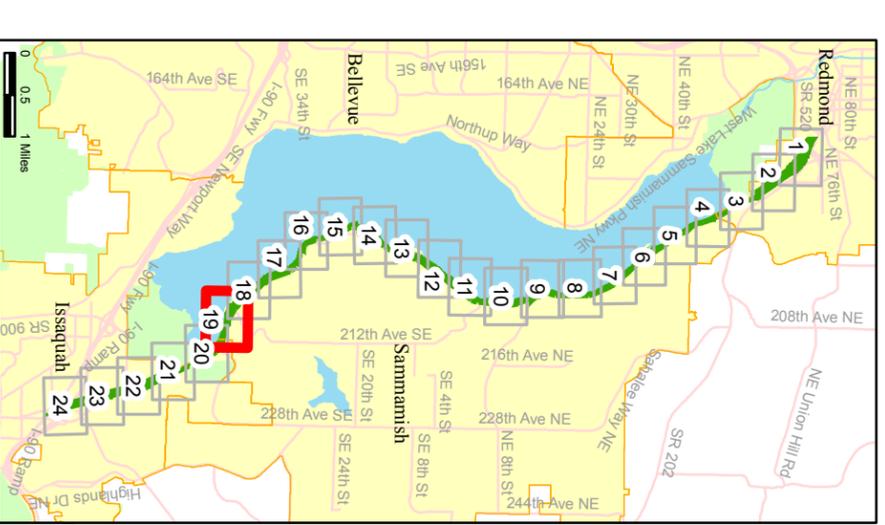
Sadlenken
Deed

- GALLOP MICHAEL - 0724069050
3163 E LAKE SAMMAMISH SHORE LN SE
- SITES JEFFREY P - 0724069046
3167 E LAKE SAMMAMISH SHORE LN SE
- 082406TRCT
- KOSENKRANIUS FAMILY TRUST - 0824069127
- KOSENKRANIUS LEO & SANDRA - 0824069203
3233 E LAKE SAMMAMISH SHORE LN SE
- WAVERLY SHORES WATER SERV - 0824069165
- KOSENKRANIUS LEMBIT+HELU - 0824069126
3237 E LAKE SAMMAMISH SHORE LN SE
- WILSON B D+LOIS E - 0824069095
3303 E LAKE SAMMAMISH SHORE LN SE
- CONWAY BRIAN J+MARY W - 0824069138
3315 E LAKE SAMMAMISH SHORE LN SE
- DEMERS SANDRA - 9201300010
3411 E LAKE SAMMAMISH SHORE LN SE
- OLSEN FRANKLIN E - 9201300020
3417 E LAKE SAMMAMISH SHORE LN SE
- PETZOLD BARBARAA - 9201300030
3423 E LAKE SAMMAMISH SHORE LN SE
- FEDIGAN CAROL S - 9201300040
3429 E LAKE SAMMAMISH SHORE LN SE
- CONNOLLY KEVIN - 9201300050
3503 E LAKE SAMMAMISH SHORE LN SE
- NUXOLL RALPH L & WANDA J R - 9201300060
3509 E LAKE SAMMAMISH SHORE LN SE
- BROWN ROBERT S - 9201300070
3515 E LAKE SAMMAMISH SHORE LN SE
- KEMPF GLENN M+OBRIEN ELIZA - 9201300080
3521 E LAKE SAMMAMISH SHORE LN SE
- LIEKHUS EUGENE A+BETTY L - 9201300090
3527 E LAKE SAMMAMISH SHORE LN SE
- RADFORD FOSTER - 9201300100
3603 E LAKE SAMMAMISH SHORE LN SE
- BECHTEL ALLEN - 0824069092
3611 E LAKE SAMMAMISH SHORE LN SE
- LIN CHENG-LEO GEORGE+LIU CHAO CHIA - 0824069064
3701 E LAKE SAMMAMISH SHORE LN SE
- SPEARS PAUL S+JOANN L - 0824069077
3707 E LAKE SAMMAMISH SHORE LN SE
- SEIL SHIRLEY - 0824069054
3713 E LAKE SAMMAMISH SHORE LN SE
- LAYTON DOUGLAS B - 0824069067
3719 E LAKE SAMMAMISH SHORE LN SE
- WELCH JEFF - 0824069051
3725 E LAKE SAMMAMISH SHORE LN SE
- FOLKMAN ROBERT C - 0824069059
3731 E LAKE SAMMAMISH SHORE LN SE
- DE MERS SANDRA+PICKERING DA - 0824069065
3803 E LAKE SAMMAMISH SHORE LN SE
- KARR ANITA M & CHARLES S - 0824069055
3809 E LAKE SAMMAMISH SHORE LN SE
- WATT ROBERT K & DIANE - 0824069060
3815 E LAKE SAMMAMISH SHORE LN SE
- LAST CARL N JR - 0824069053
3821 E LAKE SAMMAMISH SHORE LN SE

\\map\Tyrone\chp\parks\working\proj\state\lake_samm\trail\ap\state\map_allis_acquired_type.mxd

East Lake Sammamish Trail Railroad Right of Way Historical Acquisitions

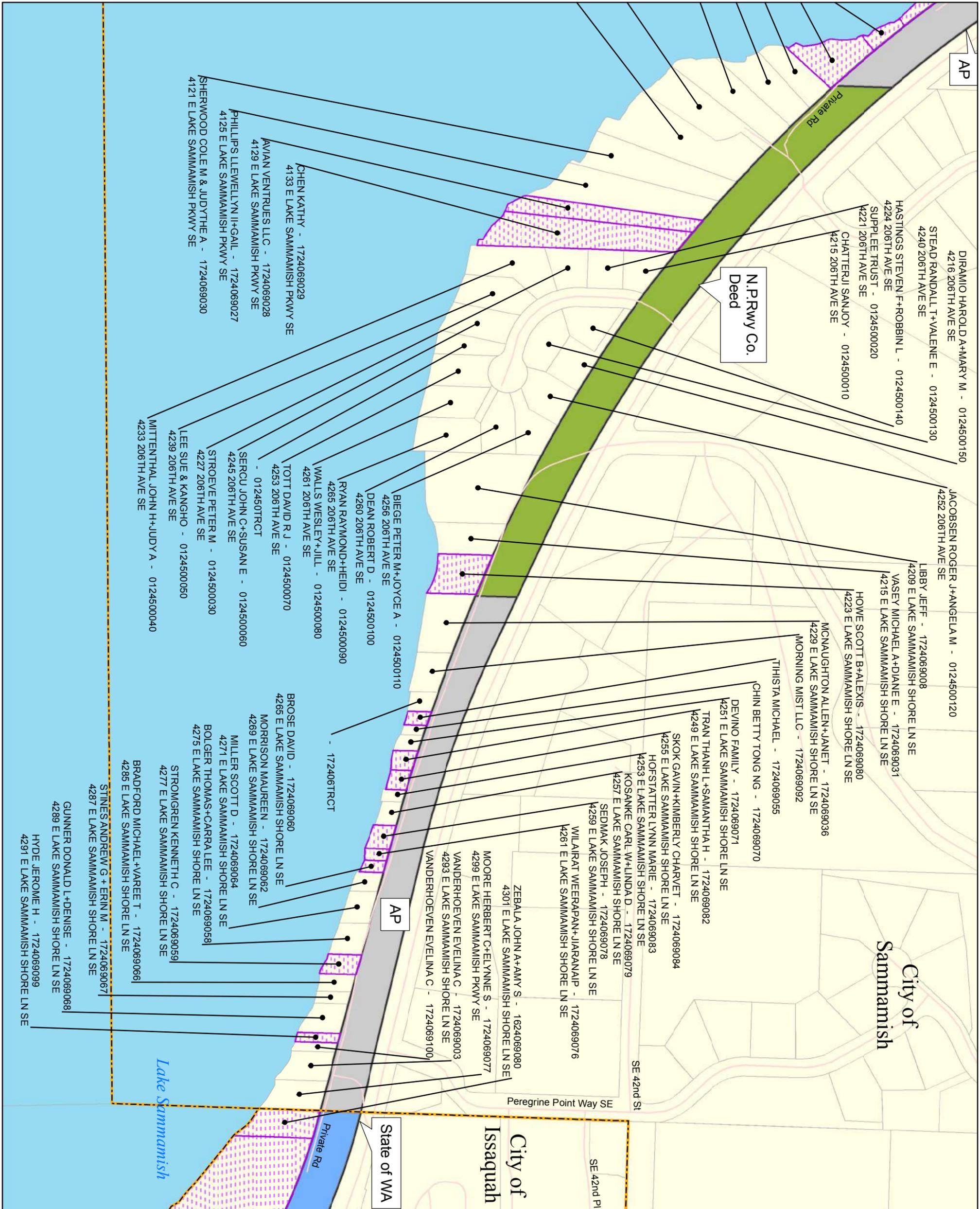
- Legend**
- Deed to Railroad from Private Party
 - Land Grant
 - Easement
 - Adverse Possession
 - Court of Claims Plaintiff
 - Special Use Permit
 - King County Parks Property outside RR ROW
 - Other Parks
 - Tax Parcels



Page 19 of 24



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, or reliability of the information. The information is provided for informational purposes only and is not intended to be used for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.



AP

N.P.Rwly Co.
Deed

AP

State of WA

City of
Sammamish

City of
Issaquah

Lake Sammamish

- DIRAMIO HAROLD A+MARY M - 0124500150
- 4216 206TH AVE SE
- STEAD RANDALL T+VALENE E - 0124500130
- 4240 206TH AVE SE
- HASTINGS STEVEN F+ROBBIN L - 0124500140
- 4224 206TH AVE SE
- SUPPLEE TRUST - 0124500020
- 4221 206TH AVE SE
- CHATTERJI SANJOY - 0124500010
- 4215 206TH AVE SE
- JACOBSEN ROGER J+ANGELAM M - 0124500120
- 4252 206TH AVE SE
- LIBBY JEFF - 1724069008
- 4209 E LAKE SAMMAMISH SHORE LN SE
- VASEY MICHAEL A+DIANE E - 1724069031
- 4215 E LAKE SAMMAMISH SHORE LN SE
- HOWE SCOTT B+ALEXIS - 1724069080
- 4223 E LAKE SAMMAMISH SHORE LN SE
- MCNAUGHTON ALLEN+JANET - 1724069036
- 4229 E LAKE SAMMAMISH SHORE LN SE
- MORNING MIST LLC - 1724069092
- TIHISTA MICHAEL - 1724069055
- CHIN BETTY TONG NG - 1724069070
- DEVINO FAMILY - 1724069071
- 4251 E LAKE SAMMAMISH SHORE LN SE
- TRAN THANH L+SAMANTHA H - 1724069082
- 4249 E LAKE SAMMAMISH SHORE LN SE
- SKOK GAVIN+KIMBERLY CHARVET - 1724069084
- 4255 E LAKE SAMMAMISH SHORE LN SE
- HOFSTATTER LYNN MARIE - 1724069083
- 4253 E LAKE SAMMAMISH SHORE LN SE
- KOSANKE CARL W+LINDA D - 1724069079
- 4257 E LAKE SAMMAMISH SHORE LN SE
- SEDMAK JOSEPH - 1724069078
- 4259 E LAKE SAMMAMISH SHORE LN SE
- WILAIRAT WEERAPAN+JIARANAI P - 1724069076
- 4261 E LAKE SAMMAMISH SHORE LN SE
- ZEBALA JOHN A+AMY S - 1624069080
- 4301 E LAKE SAMMAMISH SHORE LN SE
- MOORE HERBERT C+ELYNNE S - 1724069077
- 4299 E LAKE SAMMAMISH PKWY SE
- VANDERHOEVEN EVELINA C - 1724069003
- 4293 E LAKE SAMMAMISH SHORE LN SE
- VANDERHOEVEN EVELINA C - 1724069100
- 1724069100
- BROSE DAVID - 1724069060
- 4265 E LAKE SAMMAMISH SHORE LN SE
- MORRISON MAUREEN - 1724069062
- 4269 E LAKE SAMMAMISH SHORE LN SE
- MILLER SCOTT D - 1724069064
- 4271 E LAKE SAMMAMISH SHORE LN SE
- BOLGER THOMAS+CARRA LEE - 1724069058
- 4275 E LAKE SAMMAMISH SHORE LN SE
- STROMGREN KENNETH C - 1724069059
- 4277 E LAKE SAMMAMISH SHORE LN SE
- BRADFORD MICHAEL+VAREE T - 1724069066
- 4285 E LAKE SAMMAMISH SHORE LN SE
- STINES ANDREW G + ERIN M - 1724069067
- 4287 E LAKE SAMMAMISH SHORE LN SE
- GUNNER DONALD L+DENISE - 1724069068
- 4289 E LAKE SAMMAMISH SHORE LN SE
- HYDE JEROME H - 1724069099
- 4291 E LAKE SAMMAMISH SHORE LN SE
- PHILLIPS LEWELLYN H+GAIL - 1724069027
- 4125 E LAKE SAMMAMISH PKWY SE
- AVIAN VENTURES LLC - 1724069028
- 4129 E LAKE SAMMAMISH PKWY SE
- CHEN KATHY - 1724069029
- 4133 E LAKE SAMMAMISH PKWY SE
- SHERWOOD COLE M & JUDYTHE A - 1724069030
- 4121 E LAKE SAMMAMISH PKWY SE
- LEE SUE & KANGHO - 0124500050
- 4239 206TH AVE SE
- MITTENTHAL JOHN H+JUDY A - 0124500040
- 4233 206TH AVE SE
- RYAN RAYMOND+HEIDI - 0124500090
- 4260 206TH AVE SE
- DEAN ROBERT D - 0124500100
- 4256 206TH AVE SE
- WALLS WESLEY+JILL - 0124500080
- 4261 206TH AVE SE
- TOTT DAVID R J - 0124500070
- 4253 206TH AVE SE
- SERCU JOHN C+SUSAN E - 0124500060
- 4245 206TH AVE SE
- STROEVE PETER M - 0124500030
- 4227 206TH AVE SE
- BIEGE PETER M+JOYCE A - 0124500110
- 4256 206TH AVE SE

EXHIBIT 28

East Lake Sammamish Master Plan Trail Inglewood Hill Parking Lot Title Reports

Prepared for

King County

Division of Capital Planning and Development
Facilities Management Division, DES
201 South Jackson, Suite 700
Seattle, WA 98104

Contents

357530-0260-08

357530-0340-02

357530-0365-02

357530-0370-05

357530-0460-06

357530-0260-08

SUBDIVISION GUARANTEE

Guarantee No.: G-6329-000007871

Fee: \$500.00

Order No.: 01148-52093

Dated: January 08, 2016

Issued by

STEWART TITLE GUARANTY COMPANY

Stewart Title Guaranty Company (the "Company"), guarantees the County of King and any City within which said subdivision is located in a sum not exceeding \$1,000.00 that, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision, the only parties having any record title interest in said land whose signatures are necessary, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map as referred to in the guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:



Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188
Agent ID: 470047



Denise Carraux
Secretary

Guarantee
Serial No.

G-6329-000007871

In writing this company please address it at P.O. Box 2029, Houston, Texas 77252, and refer to the printed Serial Number.

SUBDIVISION GUARANTEE

Prepared by:
Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188

Order Number: 01148-52093

Guarantee No.: G-6329-000007871

Effective Date: January 08, 2016 at 8:00 am

Customer Reference: Inglewood/Lake Sammamish

Premium: \$500.00
Sales Tax: \$47.50
Total: \$547.50

OWNERS: King County, a political subdivision of the State of Washington

LEGAL DESCRIPTION:

SEE EXHIBIT A ATTACHED HERETO

SUBJECT TO:

1. The property herein described is carried on the 2016 tax rolls as exempt; however, it will become taxable from the date of transfer to a taxable entity and subject to the lien of real property taxes for prior years, if any.

Tax Account No.: 357530-0260-08

Special charges for the year 2016 for said account number are not yet available nor payable until February 15, 2016.

Special charges for the year 2015 billed under said account number have been paid in full in the amount of \$687.05.

Note: King County Treasurer, 500 4th Avenue, 6th Floor Admin. Bldg., Seattle, WA 98104 (206) 296-7300
Web Address: <http://webapp.metrokc.gov/kctaxinfo/>.

2. Liability for sewer treatment capacity charges that may be assessed but not disclosed in the public records. Please contact the King County Capacity Charge Department for further information at 206-296-1450.
3. Notice of Water/Sewer Connection Charges, filed by Sammamish Plateau Water and Sewer District, and the terms and conditions thereof, but not limited to possible assessments recorded under Recording No(s). 20141201000778, 20150824000615, 20150824000616 and 20150824000617.
4. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review.
5. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.

6. Covenants, conditions, restrictions and easements, if any, in declaration of restrictions, and any amendments thereto:

Recorded: May 16, 1990
Recording No.: 9005161176

7. King County Agreement to Reconstruct Driveways following road improvement, and the terms and conditions thereof:

Recorded: November 23, 1993
Recording No.: 9311231438

8. Easement and the terms and conditions thereof:

Grantee: Puget Sound Power & Light Co.
Purpose: Electric transmission system
Affects: A strip 15 feet in width parallel with and adjoining the West margin of East Lake Sammamish Parkway N. E. on said premises and other property
Recorded: December 1, 1994
Recording No.: 9412010277

9. Terms and Conditions of the following:

Type of Document: Deed of Right to Use Land for Public Recreation Purposes
Recorded: April 5, 2006
Recording No.: 20060405001180
First Party: King County, a political subdivision of the State of Washington
Second Party: The State of Washington
(Includes other property)

10. Recording Number of the vesting deed herein is 20020906000899.
(Includes other property)

11. Name and address of the taxpayer herein, according to King County Tax Rolls:

King County - Parks
201 South Jackson Street #700
Seattle, WA 98104

ps

SUBDIVISION GUARANTEE

Order Number: 01148-52093

Guarantee No.: G-6329-000007871

This Guarantee and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of or opinion as to the sufficiency or effect of the matters shown, or opinion as to the marketability of title to the land.

EXHIBIT "A"
LEGAL DESCRIPTION

Those portions of Lots 1 through 10, 18 through 21 and 23 through 27, Block 6, Inglewood, according to the plat thereof recorded in Volume 3 of Plats, page 169, records of King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway N. E. (Issaquah-Redmond Road Revision No. 2);

Except that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad right of way as conveyed by deed recorded under Recording Number 3051111;

And except those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 625790, 983353, 983354 and 983355;

And except that portion condemned for road purposes in King County Superior Court Cause No. 106364;

And except those portions reserved for road by King County in deeds recorded under Recording Numbers 860989 and 2957937;

And together with those portions of vacated Depot Street adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

Sammamish Plateau Water and Sewer Dist
1510 - 228th Avenue SE
Sammamish, WA 98075



20141201000778

SAMMAMISH PLAT K
PAGE-001 OF 002
12/01/2014 09:18
KING COUNTY, WA

73.00

NOTICE OF ADOPTION OF CONNECTION CHARGE
REGULAR SEWER LOCAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 - 228th Avenue SE
Sammamish, WA 98075

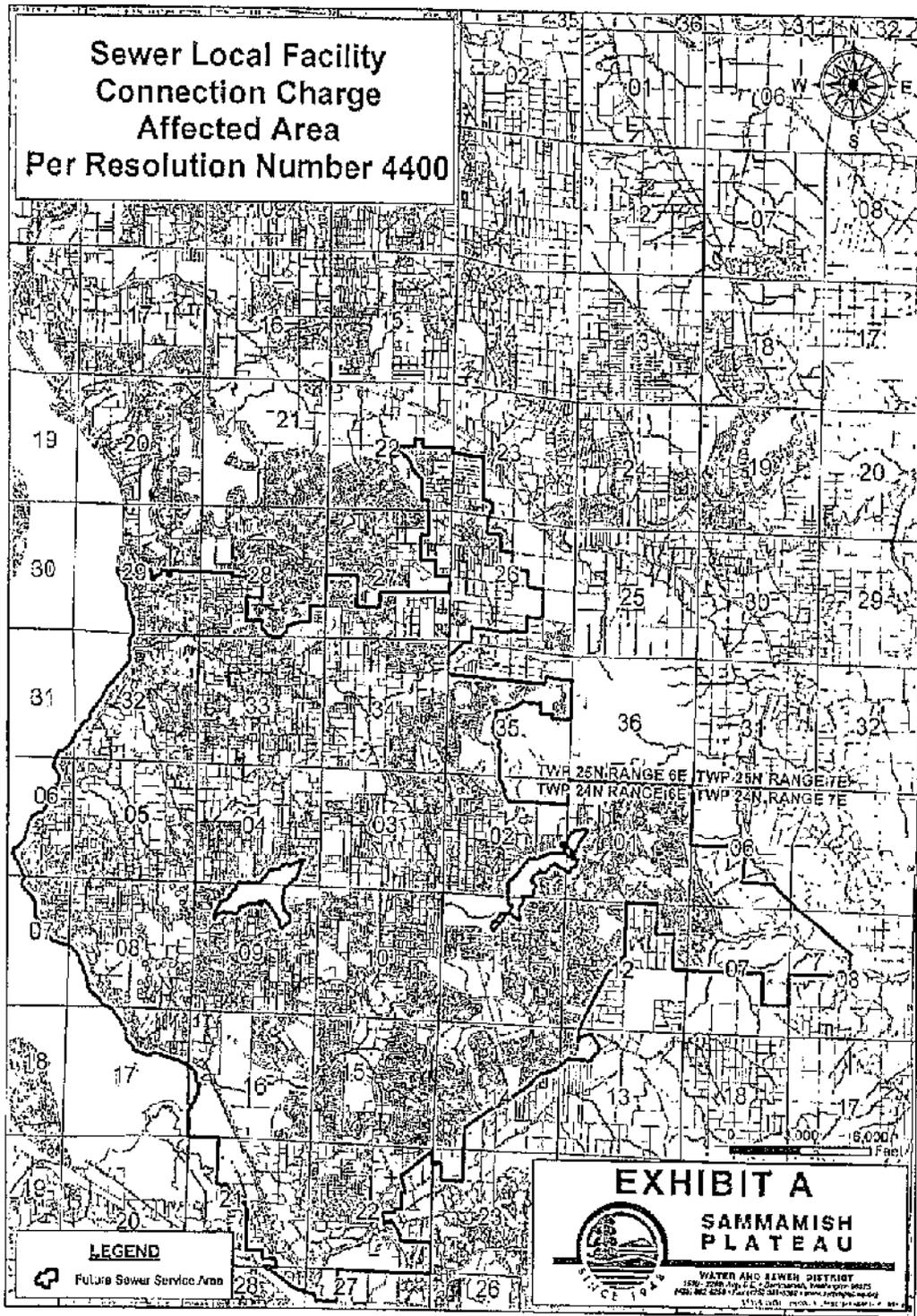
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on September 2, 2014 approved a Regular Sewer Local Facility Connection Charge by the adoption of Resolution Number 4400, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's sewer system.



Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



20150824000615

SAMMAMISH PLAT N 73.00
PAGE-001 OF 002
08/24/2015 09:40
KING COUNTY, WA

**NOTICE OF ADOPTION OF CONNECTION CHARGE
REGULAR WATER LOCAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT**

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

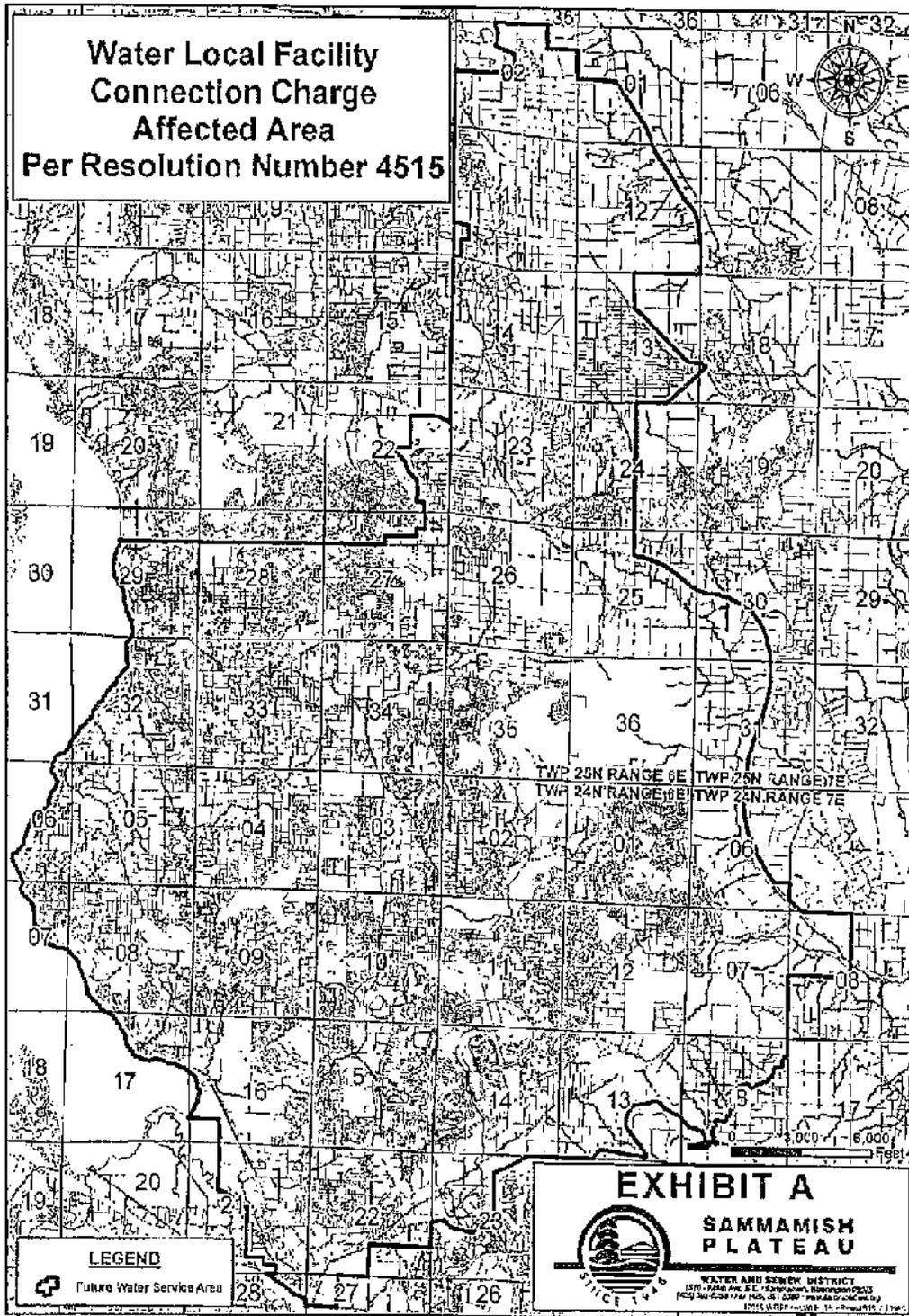
Grantee(s): The Public

Legal Description: Section _____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved a Regular Water Local Facility Connection Charge by the adoption of Resolution Number 4515, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's water system.



Sammamish Plateau Water and Sewer District
1510 - 228th Avenue SE
Sammamish, WA 98075



NOTICE OF ADOPTION OF CONNECTION CHARGE
SEWER GENERAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 - 228th Avenue SE
Sammamish, WA 98075

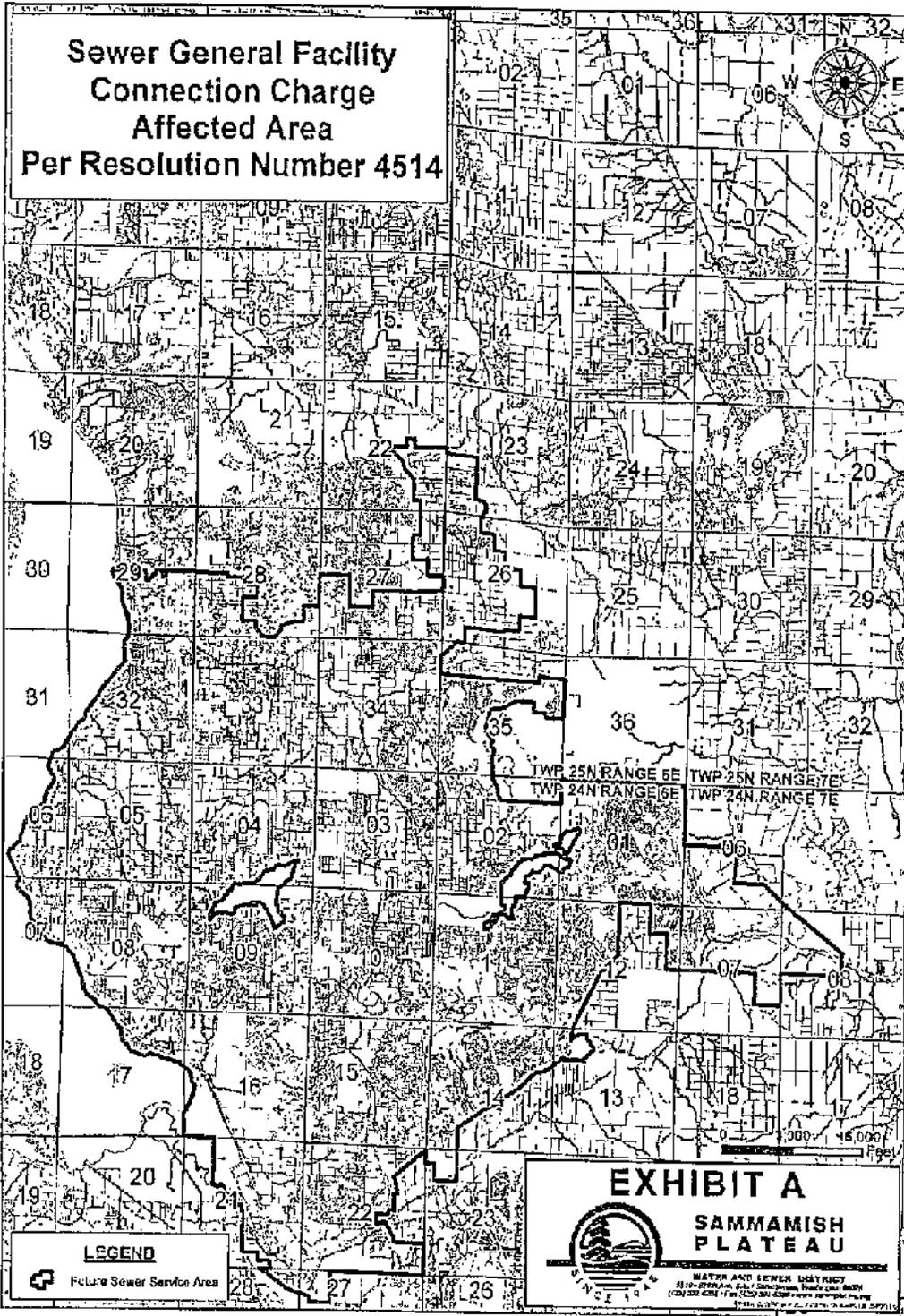
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved Sewer General Facility Connection Charges by the adoption of Resolution Number 4514 affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's sewer system.



Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



2015082400617

SAMMAMISH PLAT N 73.00
PAGE-081 OF 032
08/24/2015 09:40
KING COUNTY, WA

NOTICE OF ADOPTION OF CONNECTION CHARGE
WATER GENERAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

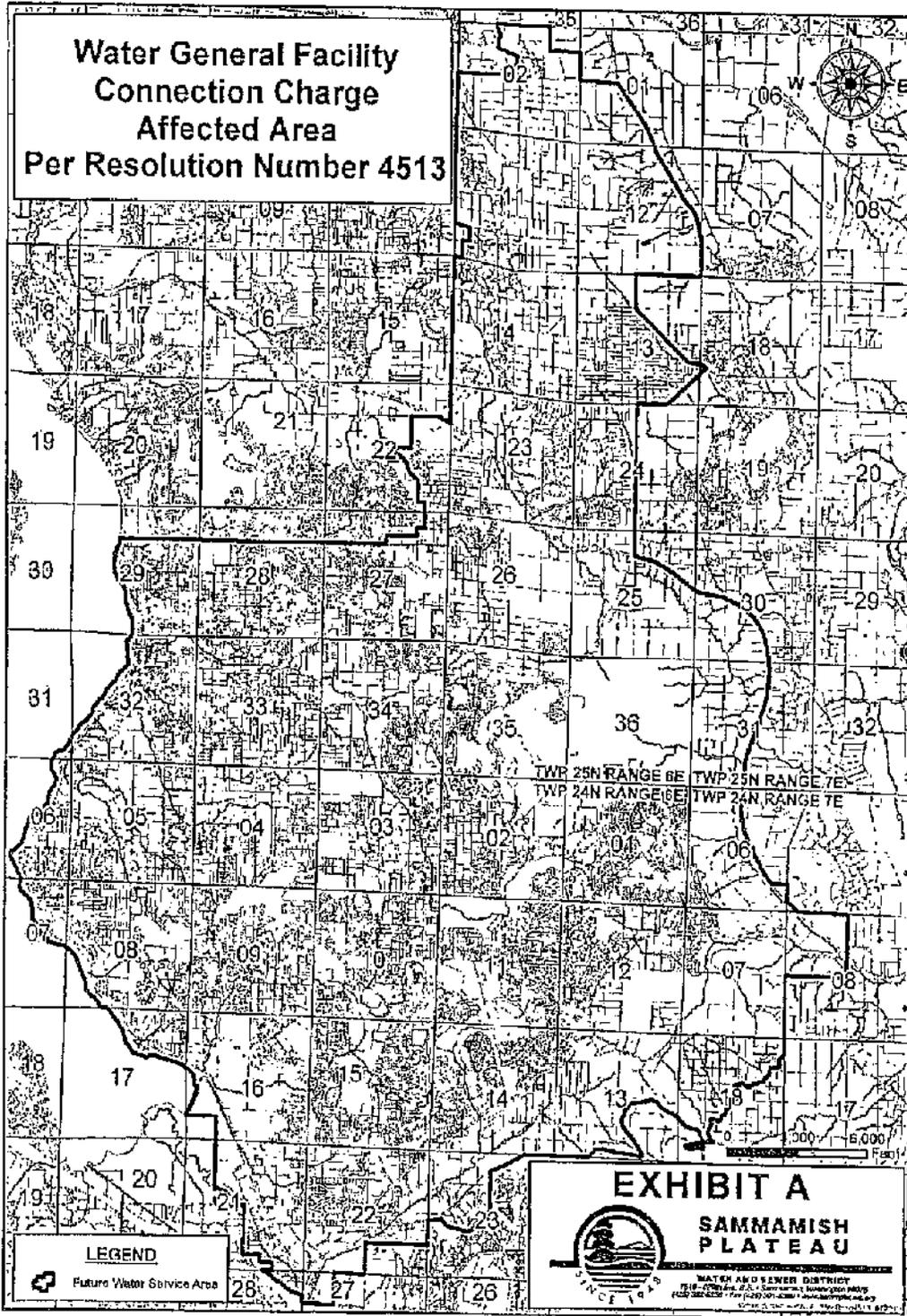
Grantee(s): The Public

Legal Description: Section _____, Township __ North, Range ___ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved Water General Facility Connection Charges by the adoption of Resolution Number 4513, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's water system.



INGLEWOOD WASHINGTON.



HUTCHINSON AYER & CO.

SOLE AGENTS.

By Paul Ayer Attorney.

Scale of Township 300 feet = 1 inch.

Scale of Lot - 1 inch = 100 feet.

S. E. Cor. of Sec. 103 T. 25 N. Range 6 E.

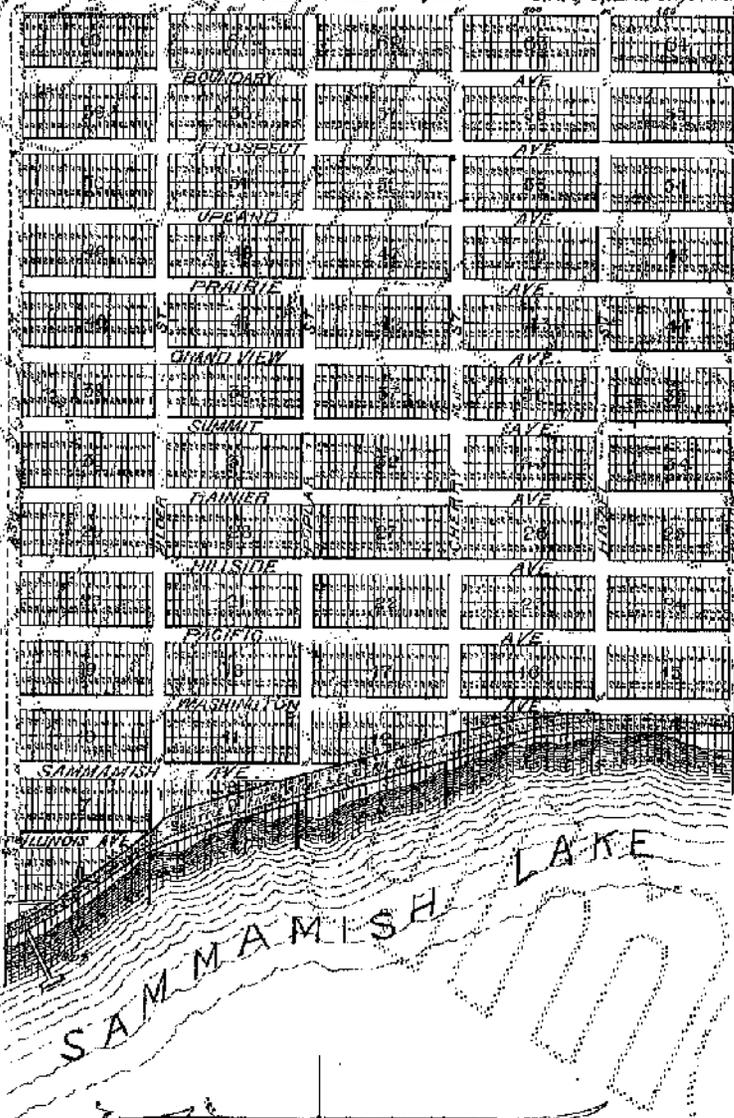
DESCRIPTION.

Inglewood, Washington Territory, occupies all of Lots 5 & 4 1000 S.E. 1/4 of Section 29, T. 25, N. R. 6 E. W. M. King County Washington Territory. The initial Point of the South East Corner of said Section 29, T. 25, N. R. 6 E. W. M. All Streets, Avenues and Lots are as shown on plan.

DEDICATION.

Know all Men by these presents that we, T. Paul Hutchinson and Alice M. Hutchinson, his wife and John I. Ayer and Emeline E. Ayer, his wife, and C. Eugene Chapin (commercial) owners of the simple of the above described lot do hereby declare this to be our free and voluntary act and deed of the public use and to stand public forever. Witness our hands and seals this 25th day of July, A.D. 1889.

- T. Paul Hutchinson
- Alice M. Hutchinson
by T. Paul Hutchinson
her Attorney in fact
- John I. Ayer
- Emeline E. Ayer
by John I. Ayer
her Attorney in fact
- C. Eugene Chapin



Acknowledgment.

Territory of Washington }
County of King }

This is to certify that on the 25th day of July, A.D. 1889, before me, a Notary Public, in and for Washington Territory, duly sworn, personally appeared, T. Paul Hutchinson for himself and as attorney in fact for his wife, Alice M. Hutchinson, and John I. Ayer for himself and as attorney in fact for his wife Emeline E. Ayer, and C. Eugene Chapin for himself alone, do me known to be the individuals described to and who executed this instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed and respectively as the free and voluntary act and deed of the said T. Paul Hutchinson and the said Emeline E. Ayer for the uses and purposes herein mentioned. Given under my hand and official seal this 26th day of July, A.D. 1889.

H. Willis Coar
Notary Public



35541
Filed for Record at the request of T. Paul Hutchinson July 26, A.D. 1889 at 2 o'clock P.M. and recorded in Vol. 6 of Plat-Book page 169
Recorder of King County, W.T.
H. C. Smith, Auditor
By J. P. Smith, Deputy

per description

983354

1-15
10-15
George

2-20

RECEIVED 306

90-197

County of King, State of Washington

Know all men by these presents that I, Henry A. George, of the County of King, State of Washington, do hereby certify that the north of lots 10-11-12-13-14 and 15 and a plat of the same as follows:

The center of the S 1/4 of lot 10 with the S 1/4 of lot 11 of the "Shuman Alexander Road" in the same as is now on the ground and a radius of 250.00 ft. for a distance of 100.00 ft. for a distance of 12 ft. and to a pt. in the S 1/4 of lot 12, the S 1/4 of lot 13, and to the E.W. corner of lot 14. The S 1/4 of lot 14 and the S 1/4 of lot 15 a distance of 100.00 ft. along the S 1/4 of lot 14 for a distance of 113 ft. and to the S 1/4 of lot 15.

Henry A. George --

Witness my hand and seal this 10th day of June 1917 at the City of Seattle, Washington.

RECEIVED 317
1917

BEST COPY AVAILABLE

ptr description

983355

003330 5/27
6-19/7

County of King, State of Washington

ALL the portion of Lots 18 and 20 blk 6 Plat of Improved L&A as
shown on the N.E. corner of sd Lot 18 in blk 6
the S 1/4 in of sd Lot 18 and so for a dia of 47 ft. and to a pt
in the N.E. 1/4 of way of the Thos Alexander Road as the same is
now shown in N 1/4 of 3rd 1/2 blk sd city of way in way a dia of
47 ft. and to the center of the pt being a radius of 210.00 ft
radius dia of 42 ft. and to a pt in the N 1/4 of sd Lot 18, in blk
6 of sd plat for a dia of 47 ft. and to the p o b, sig 0.11

at of the Inequish National Road
Map 13-13 by Leo J Schaller def A L Rutherford 2P 1 and 2
S of C. Res of 1882 (MS Jan 18-18)
SI by granted (R)

BEST COPY AVAILABLE

ptr
Alsvinghin

081052 to 065 R-0
081058

Sis June, Feb 16, 1916 1/48
In the Supr. Ct of the St of A for R &
King County, a municipal
corp Petitioner

SC
No 126364

vs
Campbell Lumber Company, Julius
Alfred J. Swan and John Doe Swan
ex-hab; et al
Defts.

NOTICE OF DISSEMINATION

Notice is hereby given that King County, a municipal corporation of the State of Alaska, hereinafter referred to as the petitioner, has begun an action in the Superior Court to condemn, appropriate and acquire title to the property herein described, and the petitioner has filed its petition in court, the effect of which affects the title to certain lands, and that the same is being now deemed and appropriated for a public purpose, to wit, for a public road, and that the Board of County Commissioners of King County have directed that the same be disseminated.

The property affected thereby, together with the names of the parties owning or claiming an interest therein, so far as known to the petitioner, are set out in the description of road in the act of the Board of County Commissioners of King County, Alaska, for the appropriation of property as related to court No. 126364.

Feb 16, 1916

Alfred H. Lundin
Attorney for Petitioner

Alfred H. Lundin Alaska 314

081057 R-0
081058

BEST COPY AVAILABLE

ptr
disruption

860989

000/000

471
543

950988

TAX D. Fid Apr 18-13 2-13
Dtd Apr 20-13
Will H. Hanna as Treasurer of KY

to Henry George
that at a public sale of real estate held on Mon 28-13
pursuant to a real estate tax judge's order in
the case of ... on Mon 28-13 in proceedings
to ... tax liens ... and an order
of sale only issued by ... Henry George only
purchased in compliance of the laws of the KY
real estate.

Let it be ... decided
to ... and except County Road
and that ... has complied with the
laws of the KY necessary to entitle him to a deed for
real estate.

... in con
of the laws and by virtue of the statutes of the KY in such
cases provided ... and ... the ...
real estate hereunder ... to any and all special
of local laws ... a lien upon
(Treasurer seal) Will H. Hanna County Treasurer
By Isaac Christy Deputy
(Clary by John B. Metcalf 1114 3rd Ave) Chs)

BEST COPY AVAILABLE

ptr
devergreen

2957937

Tax D
Treas/Jul 30 37
Jul 9 37
Ralph Stacy as treasurer of kaw
to L J Schaller

~~XXXX~~ 2957937
No 11615
46
1443

that form - 2955955 - Jan 5 37 - sp -
lot 17, blk 6, less Co road, Inglewood;
lot 24, blk 6, Except R/W to N P Ry.,
Inglewood, kca
---sp---him---sp---sp Lia ha---
(Treas all)

Ralph S Stacy County Treasurer
By Theo. Christy Deputy

nl Leo J Schaller bx GR Richmond Wn bx SA

Tax D Jul 30 37
Jul 9 37
Ralph S Stacy, as treasurer of kaw

~~XXXX~~ 2957937
No 11607

THIS COPY AVAILABLE

ptr
descriptions

SM Jul 17 1937

Feb 20 1934

The Bank of California, N.A. Seattle, a nat'l bank corp und the laws of the U S of A at Seattle, wa kow trustee of Jessie B Isted, sole heir and devisee of W T Isted, dead to Elizabeth Miller Mann of s ip rel sat and dish mtg dtd Sept 1 1924 md by sp to Willis T Isted also known as W T Isted, now dead, testate, esp of \$800 a d lot, on the sld in kow;

lot 18 blk 4, BuenaVista add No24 to the es recdd in the aud ofc of kow in vol 905 of m pg 587 on Oct 3 1924, togeth with the debt thby secured

lww the sd corp has caused these pts to be sgd by its PRES AND SECY and the corp sl of sd corp to be hunte affixed corp sl The Bank of California, N.A. Trustee of Jessie

B Isted heir, legatee and devisee of WT Isted, dead, testate by J C Glass, asst mgr

kow Feb 20 1934 by J C Glass, asst mgr of sd corp -- corp form -- bef E I Wallberg, n p for wn res at s n s Jul 4 1937 fld by E Miller, 4011 W Mass st city

D Jul 17 1937

Oct 7 1931 \$1950

Soren Plough and Hannah Plough hus and wf to Bert W Yeoman

ip cyndwar to sp fld in kow

beg at a pt 683 ft so and 20 ft west of the ne cor of lot 3 sec 11 twp 23 n r 4 e w m; th west 367.36 ft; th so 5 deg 51'45" east west 267.37 ft; th sely 135.02 ft al the east bdry ll of the right of way of co road; th so 79 deg 16' east 290.70 ft; th no 358.10 ft to the pob cng 2.29 acres m or l

Soren Plough
Hannah Plough

kow Oct 7 1931 by Soren Plough and Hannah Plough hus and wf bef Joseph Matsen n p for wn res at s n s Jan 21 1933 fld by sp route 11 box 215 city

Tax d Jul 17 1937

Jul 9 1937. No 11875

Ralph S Stacy as treas of kow to E Twigg

Whaa, at a pub sale of re estate holdd Jan 13 1937 pursuant to a re est tax judgt entd in the supr ct of s n s on Jan 5 1937 in pdggs to fol tax liens upon re est add an order of sale duly issued by sd court sp duly purchased in compliance with the laws of the st of wa the folg re est

lot 74 blk 28;

lot 25 blk 30 Lake Forest Park 3rd add kow;

and that sd sp has complied with the laws of the st of wa neccss to entitle him to a deed for sd re est;

Now, therefore, ip co treas of kow, in considn of the pnt and by virtue of the statutes of the st of wa; in such cases provided, do hby grant and cy to sp h and a, the sd re est thref des, sub, to any and all special and local assts now or hereon thereon

co treas seal by Theo Christy dep
fld by Earle Twigg, 17744, 28th ave NR

(FOR)

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493 2955954
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353 2955955
D. C.

1744
354 2955955

Stamp
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ORIGINAL

FILED

95 APR 12 PM 2:00

EXHIBIT A

KING COUNTY
CLERK OF SUPERIOR COURT
SEATTLE, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

RHEA BARK, Trustee of the
Jensen Family Trust,

NO. 94-2-14451-1

Plaintiff,

STIPULATED JUDGMENT AND
DECREE QUIETING TITLE

v.

(Clerk's Action Required)

KING COUNTY, a Washington
municipal corporation, and
John Doe Property Owners 1-5,

Defendants.

THIS MATTER having come on regularly for hearing this day before the court, Plaintiff Jensen Family Trust having appeared by its attorney Larry Satchell of Larry Satchell, P.S.; Defendant King County being represented by Norm Maleng, Prosecuting Attorney, through Dennis C. McMahon, Senior Deputy Prosecuting Attorney, as attorneys for Defendant King County and said attorney having previously agreed to the entry of Findings of Fact and Conclusions of Law, and also agreeing to entry of this Decree and Judgment, and the court being fully advised in the premises; NOW, THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that judgment be entered establishing Plaintiff's title to those portions of Ash Street (renumbered N.E. 16th Street) and Depot Street, as more fully shown and described in Exhibit "A", attached hereto and

Stipulated Judgment and Decree
Quieting Title -1-

CC TO CLIENT
10/5/95

LARRY SETCHELL, P.S.
P.O. Box 940
Vashon, Washington 98770
206/292-5333

ptr Legal Description

	C/PROC	18
	CUST	17
	CASH	2
	JDG	19
	DISB	20
	CRIM	21
	ACCTG	22
	EXH	23
		24
		25
		26

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incorporated by reference, lying adjacent to Lots 16 and 17,
Block 6, of the plat of Inglewood and to portion of Government
Lot 2 of the Northwest quarter, Section 29, Township 25, Range 6,
in fee simple, and quieting title in favor of Plaintiff in fee
simple against any claim of Defendant King County. This Judgment
is binding on the parties without prejudice to the rights of
anyone not a party to this action whose rights or claims do not
derive from a party to this action.

DONE IN OPEN COURT this 12th day of April, 1995.


Judge/Court Commissioner
CHARLES V. JOHNSON

Presented by:
LARRY SETCHELL, P.S.

Approved as to Form and Entry;
Notice of Presentation Waived;
Consent to Final Hearing:

By 
Larry Setchell, WSEA #4659,
Attorney for Plaintiff

NORM MALENG, King County
Prosecuting Attorney,
Civil Division

By 
Dennis C. McMahon,
WSEA #15838, Senior Deputy
Prosecuting Attorney,
Attorney for Defendant King
County

EXHIBIT A
to Stipulated Judgment and
Decree Quieting Title

All that portion of Government Lot 3, Section 29, Township 25, Range 6 East, W.M., including that portion of Ash Street (N.E. 16th Street) and Depot Street, lying easterly of the Burlington Northern Railroad Co. Right of Way, west and north of Block 6 of the Plat of Inglewood addition according to Plats thereof recorded in Volume 3 of Plat's, Page 159, Records of King County and lying Westerly of the west margin of East Lake Sammamish Parkway Northeast.

12-

INGLEWOOD BEACH CLUB INCORPORATED
BYLAWS

90/05/16
REC'D
REC'FEE 2.00
CASHSL

RECEIVED THIS DAY
#117
12.00
SS

ARTICLE 1, MEMBERSHIP

- 1.1) Membership Boundary
Membership in the Inglewood Beach Club, Inc. is open to the following: Owners or contract purchasers of property located in the Plat of Inglewood, as recorded in Volume 3 of Plats, Page 169, Records of King County, Washington.
- 1.2) Member Status
Households having returned a signed membership certificate and paid the current years dues shall be referred to as a "member" entitled to one vote.
- 1.3) Member Removal
Any member of the corporation may be removed by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees. Notice of such proposed removal must be given to the member sought to be removed by registered mail prior to the meeting at which the removal is to be voted upon.

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ARTICLE 2, MANAGEMENT

- 2.1) Trustees
The business and property of the Inglewood Beach Club, Inc. shall be managed by a board of five trustees. Within a reasonable time after their election, the members of the Board of Trustees shall elect from their number the following officers: President, Vice-President, Secretary, Treasurer, or Secretary/Treasurer. All such officers shall be Officers of the Corporation.
- 2.2) Election Process
The Trustees of the Corporation shall be elected from the membership by a vote of a majority of those present at the annual meeting of the membership.
- 2.3) Term
The term of office of the Trustees of the Corporation shall be for twelve months, October 1 to September 30. A three-month training period shall precede the term of office, July 1 to September 30.
- 2.4) Meetings
The Board of Trustees of the Corporation shall hold an annual meeting of the membership in the spring of each year and such special meetings of the membership as the majority of the Trustees or the president of the Board of Trustees shall deem necessary.



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2.5) Voting

Each member of the Board of Trustees shall possess one vote in matters that come before the Board. Four Members of the Board of Trustees must be present for voting matters. Three votes shall be required to carry a motion. At any meeting of the membership of the Corporation, each member so present shall be entitled to one vote. A majority shall be required to carry a motion.

2.5) Trustee Removal

Any Trustee may be removed from office by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees. Notice of such proposed removal must be given to the Trustee sought to be removed by registered mail prior to the meeting at which the removal is to be voted upon. A Trustee shall be removed following two unexcused absences from meetings of the Board of Trustees.

2.7) Trustee Replacement

Any vacancy occurring on the Board of Trustees by reason of the death, resignation, or removal of a Trustee shall be filled by appointment by the remaining Trustees. Such appointee shall serve during the unexpired term of the Trustee whose position has become vacant.

2.8) Spending Limitation

The Board of Trustees shall limit their annual aggregate non-routine expenses, including but not limited to capital expenditures and legal expenses, to 25% of the prior years dues collections. Expenditures in excess of 25% must be approved by a two-thirds majority vote of paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members disclosing the amount and purpose of the proposed excess non-routine expenditures.

ARTICLE 3, DUTIES OF OFFICERS

3.1) President

The President of the Board of Trustees shall supervise all activities of the Corporation; execute all instruments in its behalf; preside at all meetings of the Board of Trustees and of the membership of the Corporation; call such meetings of the membership as may be deemed necessary, other than the annual meetings of the membership; and perform such other duties usually inherent in such an office.

3.2) Vice-President

The Vice-President of the Board of Trustees shall act in the President's absence, and perform other such tasks as the President may direct.

3.3) Secretary

It shall be the duty of the Secretary of the Board of Trustees to keep all records of the Board of Trustees and of the Corporation, and perform other acts as the President may direct.

3.4) Treasurer

The Treasurer shall receive and be accountable for all funds belonging to the Corporation; pay all obligations incurred by the Corporation when payment is authorized by the Board of Trustees; maintain bank accounts in depositories designated by the Board of Trustees; and render periodic financial reports. The offices of Secretary and Treasurer may be combined in one office at the discretion of the Board of Trustees.

ARTICLE 4, DUES AND ASSESSMENTS

4.1) Authorization

Dues and assessments must be authorized by the Bylaws. Changes in the annual dues amount and all special assessments must be authorized by a two-thirds majority vote of the paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members, disclosing the proposed dues amount or special assessment and the purpose for such action.

4.2) Liability for Assessments

Each Member shall deem to covenant and agree to pay a yearly assessment or charge in the spring of each year for the purpose of funding the Inglewood Beach Club, Inc. for the purposes specified in the Inglewood Beach Club Articles of Incorporation as approved by the Secretary of the State of Washington, June 24, 1965.

4.3) Initiation Fees

There shall be no initiation fees with respect to new members.

4.4) Effect of Non-Payment of Assessment

The Corporation reserves the right to suspend the enjoyment rights of any member in the beach, or other common property, for any period during which an assessment payable by the member remains unpaid.

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4.5) Exempt Property

The following property subject to this declaration shall be exempt from the assessment charges, and liens created herein:

- 4.5.1) All common properties owned by the Corporation.
- 4.5.2) All properties dedicated to public use.
- 4.5.3) All properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

ARTICLE 5, DISSOLUTION / SHARES PROGRAM

5.01)

The Inglewood Beach Club property (lots 14, 15, 16, 17, of block 4, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169, records of King County, Wa.) commonly known as "the Beach", is set aside in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

5.02)

The Inglewood Beach Club property (all that portion of lots 37, 38, 39, 40, and 1 (one), Block 52, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169, in King County, Wa, lying southwesterly of Inglewood Hill Road) commonly known as "the Triangle" is set aside in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

5.1) Dissolution

5.1.1)

Inglewood Beach Club Properties may be sold only if:
:Inglewood Beach Club financial failure is imminent, a majority of members sign consent to sell documents, and a majority of members present at a special meeting where all members have been notified by mail of the time and purpose of the meeting, vote to sell the Inglewood beach club properties.

5.1.2)

Upon disbursement of Inglewood Beach Club assets, each member shall receive dissolution proceeds in proportion to the number of shares that have been awarded to the member as compared with the total number of shares awarded to all members during the previous five year period.

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900516176

5.2) Shares Program

- 5.2.1) Award one share for each year of dues paid in the last 5 years.
- 5.2.2) Award one share for each Annual Meeting attended in the last 5 years if the members dues have been paid.
- 5.2.3) Award five shares for each year of service as a Trustee during the last 5 years. Shares shall be awarded to trustees only if Trustee performance has been satisfactory as determined by a majority vote of the other Trustees serving on the same board.
- 5.2.4) All awarded shares are non-transferable and attach to the member property represented.
- 5.2.5) Current property owners may be awarded shares for paying prior years dues subject to the conditions, such as interest and penalty, as determined by the then-current Board of Trustees.
- 5.2.6) New property owners may be awarded shares for paying prior years dues without penalty or interest.
- 5.2.7) Shares shall not be awarded for prior years dues payments once disbursement of Inglewood Beach Club assets is undertaken.
- 5.2.8) All members may receive \$1.00 prior to the distribution of sale proceeds if it becomes legally expedient to do so.

ARTICLE 6, AMENDMENTS

- 6.1) Amendment Requirements
These Bylaws may be amended by a majority vote of the Corporation's members present at an annual or special meeting of the membership where written notice of the meeting discloses fully the content and purpose of such proposed amendment.
- 6.2) Amendment Submittals
Bylaw amendments may be submitted by either (1) the Board of Trustees, or (2) a member if submitted with 5 other member signatures, in time for publication in the Spring Newsletter or notice associated with a special meeting.

CERTIFICATE OF AMENDMENT

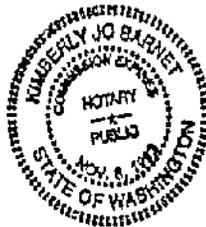
The undersigned, being all of the Trustees of the Inglewood Beach Club, Inc., hereby certify that the foregoing are the 3rd. amended Bylaws adopted at the annual meeting of the membership of said corporation the 18th. Day of April, 1990

President [Signature] Daniel M. Nelson
 Vice-President [Signature] Bruce M. Evans
 Treasurer Paula S. Niecestro Paula S. Niecestro
 Secretary Nan Gordon Nan Gordon
 Trustee Amy MacAuley Amy MacAuley ^{AM.}

State of Washington, County of King

Signed or attested before me on this 15th day of May 1990 by the Board of Trustees of the Inglewood Beach Club, Incorporated.

9005161176



Kimberly Jo Barnett

Notary Public in and for the State of Washington,

King County

For Record at Request of
 Title INGLEWOOD BEACH CLUB
 Address P/O BOX 753
REDMOND, WA. 98053

Filed For Record At The Request Of
Walt Ann Smith
King County Property Services Division

File # 19-1988-00
Parcel # R/W 3123

AGREEMENT TO RECONSTRUCT DRIVEWAYS

THIS AGREEMENT made this 17th day of JUNE 1993, by and between

KITA BANK TRUSTEE JENSEN FAMILY TRUST

hereinafter called the GRANTOR, and King County, Washington, hereinafter called the GRANTEE.

WITNESSETH:

WHEREAS, the GRANTOR represents and warrants that he is the owner (tenant, mortgagee) of the certain parcel of land described as follows:

These portions of Lots 1 through 18, 18 through 21, and 23 through 27, in Block 6 of Ingwood as per plat recorded in Volume 3 of Plats, Page 159, Records of King County, lying Northeastly of the Northern Pacific Railroad Company (Burlington Northern, Inc.) right of way, and Southwestly of the Issaquah-Radmond Revision Road No. 2 (East Lake Sammamish Parkway Northeast); ALSO known as Northern Ingwood 1111 Road Right of Way. Situate in the County of King, State of Washington.

WHEREAS, the GRANTEE is about to perform certain improvement work on EAST LAKE SAMMAMISH PARKWAY NORTHEAST.

NOW, THEREFORE, in consideration of the premises, the GRANTOR hereby grants to the GRANTEE by this agreement, the right to locate equipment and to work on the following described land for the purpose of carrying on said construction activities consistent with the purposes of the project:

A strip of land 20 feet in width over the above described parcel of land lying Westerly of and adjacent to the Westerly line of Issaquah-Radmond Revision Road No. 2 (East Lake Sammamish Parkway Northeast) lying between Engineer's Station 393+20, and Engineer's Station 393+80, as surveyed by King County Survey No. 16-24-6-10.

Containing an area of 1,800 square feet, or 0.04 acre, more or less.

ALL as noted on the attached Exhibit "A."

This agreement shall remain in existence until such time as GRANTEE will have fully carried out the original construction necessary to complete the project.

BY WITNESS WHEREOF, the said GRANTOR(S) has/have hereunto signed the day and year first above written.



Kit Bank Trustee
GRANTOR

GRANTEE

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me Rhea Bark

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as GR free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

David R. King
NOTARY PUBLIC in and for the State of Washington,
residing at David King Co
My appointment expires 12-97

PROFESSIONAL

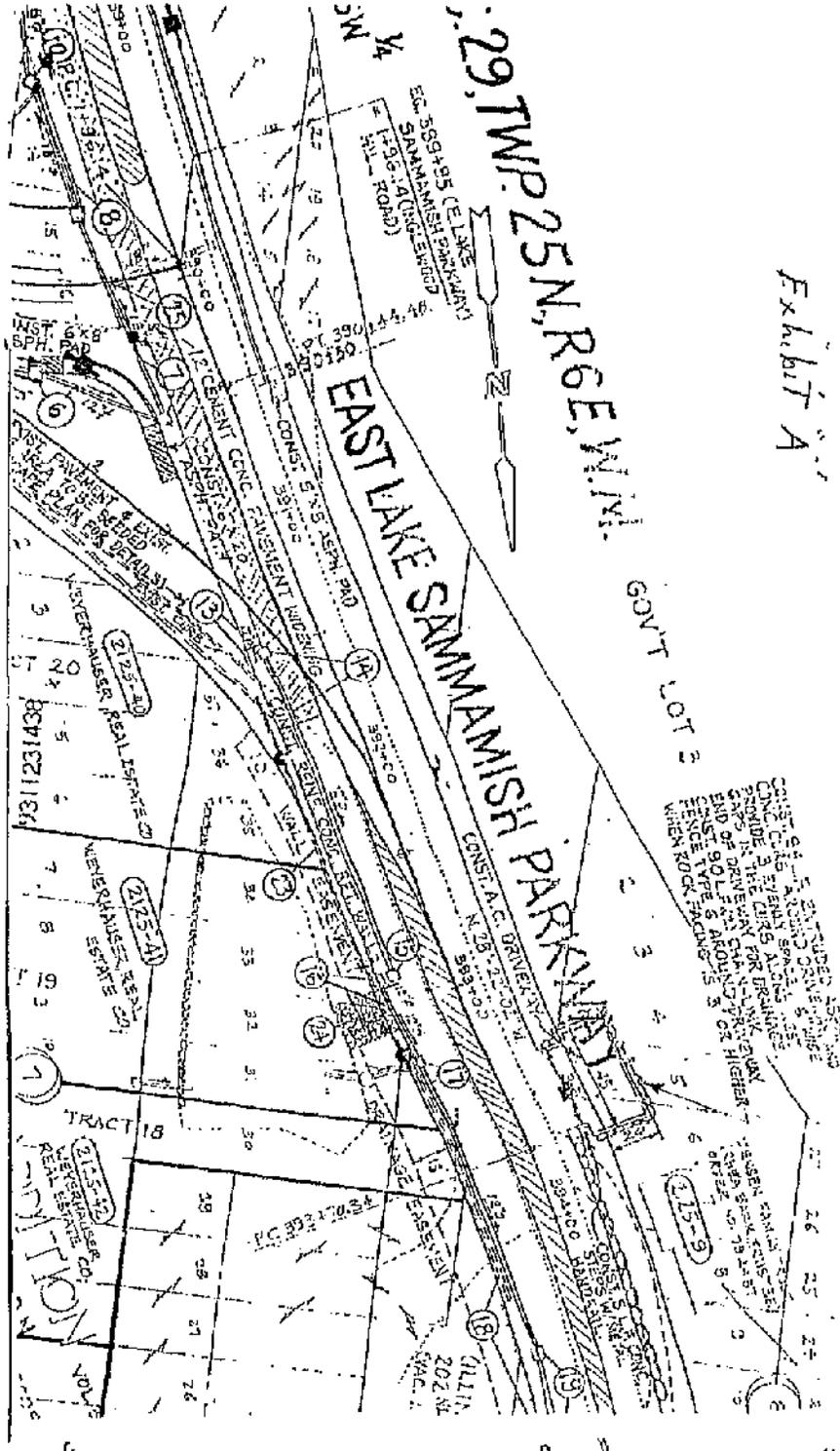
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25x11

Exhibit A

29 TWP 25 N, R 6 E, W 1 M.



25x11

**PUGET
POWER**

11

ORIGINAL

~~NO USE TAX NOT REQUIRED~~
~~King Co. Records Division~~

EASEMENT By _____ Deputy

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, JENSEN FAMILY TRUST, by RHEA BARK, TRUSTEE ("Grantor" herein), hereby conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in KING COUNTY, Washington:

LOTS 1 TO 20 (INCLUSIVE), BLOCK 6, AND LOTS 35 TO 40 (INCLUSIVE), BLOCK 7, INGLEWOOD ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY WASHINGTON, LYING WESTERLY OF THE WEST MARGIN OF EAST LAKE SAMMAMISH PARKWAY NE., IN KING COUNTY WASHINGTON, LESS COUNTY ROADS AND LESS BURLINGTON NORTHERN RAILWAY RIGHT OF WAY; TOGETHER WITH THAT PORTION OF 202ND AVE. NE (FORMERLY ILLINOIS AVE) AS INDICATED ON THE PLAT OF INGLEWOOD, VOLUME 3 OF PLATS PAGE 169, RECORDS OF KING COUNTY, WASHINGTON, WHICH UPON VACATION WILL REVERT TO THE FOLLOWING DESCRIBED ADJUTING PREMISES BY OPERATION OF LAW.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) described as follows:
A Right of Way _____ feet in width having _____ feet of each width on each side of a centerline described as follows:

A STRIP OF LAND 15 FEET IN WIDTH LYING WITHIN THE ABOVE DESCRIBED PROPERTY, BEING PARALLEL WITH AND ADJOINING THE WEST MARGIN OF SAID EAST LAKE SAMMAMISH PARKWAY NE.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge and use one or more electric transmission and/or distribution systems over and/or under the Easement Area, together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

- a. Overhead facilities. Poles and towers with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable, communication and signal lines; transformers.
 - b. Underground facilities. Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches; fiber optic cable, communication and signal lines.
- Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for its systems.

2. Access. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall repair or reasonably compensate Grantor for any damage to the Property, including damage to roads, crops, driveways and fences caused by the exercise of such right of access.

3. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees and other vegetation presently existing upon the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees and other vegetation upon the Easement Area which could, in the opinion of Grantee, interfere with the exercise of Grantee's rights herein or create a hazard to Grantee's systems.

4. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area which could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

5. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building, structure or other object on the Easement Area, and Grantor shall do no blasting within 300 feet of Grantee's systems without Grantee's prior written consent.

6. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantor, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

780.32 6-08 Transmission
JC/D407883-X01
268-116812B

FILED FOR RECORD AT REQUEST OF:
PUGET POWER
REAL ESTATE DEPARTMENT
P.O. BOX 97064
LITTLEVILLE, WASHINGTON 98009-9784
ATTENTION: THOM DAVIS

9412010277

RECORDED AT KING COUNTY RECORDS 002 PM 6:04
RECORDED AT KING COUNTY RECORDS 002 PM 9:20-4577

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99.00
E1406500 12/01/1994

7. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years. In which event this easement shall terminate and all rights hereunder shall revert to Grantor; provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to timely install its systems on the Easement Area within any period of time from the date hereof.

8. Successors and Assigns. Grantee shall have the right to assign, or portion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

Dated this 21st day of November, 1994.

GRANTOR

BY Rhea Bark Trustee
Janson Family Trust, by Rhea Bark, Trustee

STATE OF WASHINGTON)
COUNTY OF) CS

On this 21st day of November, 1994, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rhea Bark, Trustee, for the Janson Family Trust, who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed as Trustees, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year first above written.



and for the State of Washington,
Notary
My commission expires 11-15-97

9412010277

941201-0277

Recording Requested By And
When Recorded Mail To:

King County
Water and Lands Resources Division
Open Space Acquisitions Unit
201 South Jackson Street, Suite 600
Seattle, WA 98104



**DEED OF RIGHT TO USE LAND
FOR PUBLIC RECREATION PURPOSES**

Grantor [Seller]: King County, a political subdivision of the State of Washington

Grantee [Buyer]: The State of Washington.

Legal Description (abbreviated): Lots 1-4 & 18-58, Blk 9, Lots 36-40, Blk 7, Vac. Illinois Ave adjoining Blks 6, 7 and 9, Lots 1-10 & 17-27, Blk 6 & vac. St. adj., AND Lots 11-15 Blk 6, Inglewood, Vol. 3, pg. 169,

Additional legal(s) on Page 4-5.

Assessor's Tax Parcel ID#: 357530-0591, 357530-0592, 357530-0460, 357530-0365, 357530-0260, 357530-0340, and 357530-0370.

Project [Area]: Lake Wilderness Trail Conversion.

The Grantor, King County, for and in consideration of monies coming in whole or in part from the Outdoor Recreation Account of the General Fund of the State of Washington and in fulfillment of terms of the Project Agreement identified below, conveys and grants to the State of Washington individually and as the representative of all the people of the State, the right to use the real property described below forever for the outdoor recreation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Interagency Committee for Outdoor Recreation entitled Lake Wilderness Trail Project Number 80-052A, signed by the Grantor on the 26th day of March, 1980 and by the Interagency Committee on the 11th day of March, 1980 and the application and supporting materials which are on file with the Grantor and the state in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for public outdoor recreation herein granted unless the state, through the Interagency Committee for Outdoor Recreation or its successors, consents to the inconsistent use, which consent shall be granted only upon conditions which will ensure that other outdoor recreation land of at least equal fair market value at the time of change of use and of nearly as feasible equivalent usefulness and location for the public

Deed of Right to Use Land for Public Recreation Purposes

recreation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 79A.25.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 79A.25.100 reads as follows:

"Marine recreation land with respect to which money has been expended under RCW 43.99.080 (recodified as RCW 79A.25.080) shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

The real property covered by this deed is described as follows:

ATTACHMENT "A", by this reference incorporated hereto and made a part hereof.

This deed shall in no way modify or extinguish the function of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 3 day of APRIL, 2006

BY: [Signature]

Deed of Right to Use Land for Public Recreation Purposes

ATTACHMENT "A"

BARK-JENSEN:

PARCEL A:

Lots 1 through 4, inclusive, and Lots 18 through 58, inclusive, all in Block 9, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington;

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

PARCEL B:

That portion of Lots 36 through 40, Block 7, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No.2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

PARCEL C:

All that portion of Illinois Avenue (also known as 202nd Avenue Northeast) as shown and dedicated to the public in Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Southwesterly of a line located 30 feet (measured perpendicularly to) Southwesterly of and parallel with the centerline of East Lake Sammamish Parkway Northeast, as vacated in King County Superior Court Cause Number 91-2-20802-6;

PARCEL D:

That portion of Lots 1 through 10 and 17 through 27, Block 6, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111;

Deed of Right to Use Land for Public Recreation Purposes

AND EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 625790, 983353, 983354 and 983355;

AND EXCEPT that portion condemned for road in King County Superior Court Cause Number 106364;

AND EXCEPT those portions reserved for road by King County in deeds recorded under Recording numbers 860989 and 2957937;

TOGETHER WITH those portions of vacated Ash Street (Northeast 16th Street) and Depot Street adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

PARCEL E:

That portion of Lots 11 through 16, Block 6, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2);

EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 983354 and 983356;

AND EXCEPT that portion reserved for road in deed recorded under Recording Number: 795006;

TOGETHER WITH that portion of vacated Ash Street (Northeast 16th Street) adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

PARCEL F:

That portion of the South 50 feet of Government Lot 2, in Section 29, Township 25 North, Range 6 East, W.M., in King County, Washington, lying West of Issaquah-Redmond Road;

EXCEPT any portion lying Westerly of the Easterly margin of the Northern Pacific Railway Company right of way.

357530-0340-02

SUBDIVISION GUARANTEE

Guarantee No.: G-6329-000007868

Fee: \$500.00

Order No.: 01148-52094

Dated: January 08, 2016

Issued by

STEWART TITLE GUARANTY COMPANY

Stewart Title Guaranty Company (the "Company"), guarantees the County of King and any City within which said subdivision is located in a sum not exceeding \$1,000.00 that, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision, the only parties having any record title interest in said land whose signatures are necessary, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map as referred to in the guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:



Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188
Agent ID: 470047



Denise Carraux
Secretary

Guarantee
Serial No.

G-6329-000007868

In writing this company please address it at P.O. Box 2029, Houston, Texas 77252, and refer to the printed Serial Number.

SUBDIVISION GUARANTEE

Prepared by:
Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188

Order Number: 01148-52094

Guarantee No.: G-6329-000007868

Effective Date: January 08, 2016 at 8:00 am

Customer Reference: Inglewood/Lake Sammamish

Premium: \$500.00
Sales Tax: \$47.50
Total: \$547.50

OWNERS: King County, a political subdivision of the State of Washington

LEGAL DESCRIPTION:

SEE EXHIBIT A ATTACHED HERETO

SUBJECT TO:

1. The property herein described is carried on the 2016 tax rolls as exempt; however, it will become taxable from the date of transfer to a taxable entity and subject to the lien of real property taxes for prior years, if any.

Tax Account No.: 357530-0340-02

Special charges for the year 2016 for said account number are not yet available nor payable until February 15, 2016.

Special charges for the year 2015 billed under said account number have been paid in full in the amount of \$219.92.

Note: King County Treasurer, 500 4th Avenue, 6th Floor Admin. Bldg., Seattle, WA 98104 (206) 296-7300
Web Address: <http://webapp.metrokc.gov/kctaxinfo/>.

2. Liability for sewer treatment capacity charges that may be assessed but not disclosed in the public records. Please contact the King County Capacity Charge Department for further information at 206-296-1450.
3. Notice of Water/Sewer Connection Charges, filed by Sammamish Plateau Water and Sewer District, and the terms and conditions thereof, but not limited to possible assessments recorded under Recording No(s). 20141201000778, 20150824000615, 20150824000616 and 20150824000617.
4. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review.
5. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.

6. Covenants, conditions, restrictions and easements, if any, in declaration of restrictions, and any amendments thereto:

Recorded: May 16, 1990
Recording No.: 9005161176

7. Easement and the terms and conditions thereof:

Grantee: Puget Sound Power & Light Co.
Purpose: Electric transmission system
Affects: A strip 15 feet in width parallel with and adjoining the West margin of East Lake Sammamish Parkway N. E. on said premises and other property
Recorded: December 1, 1994
Recording No.: 9412010277

8. Easement and the terms and conditions thereof:

Purpose: Ingress, egress, maintenance, and option to acquire utilities easement
Affects: Northerly portion of the premises (vacated Ash Street)
Recorded: June 2, 1999
Recording No.: 9906021961

It should be noted that said easement descriptions refer to the Northeast Quarter and the Southeast Quarter of Section 29, Township 25 North, Range 6 East. Said description should read "Northwest Quarter" and "Southwest Quarter".

9. Easement and the terms and conditions thereof:

Purpose: To acquire utilities easement and maintenance thereof, as referenced in June 2, 1999 easement
Affects: Northerly portion of the premises (vacated Ash Street)
Recorded: October 28, 1999
Recording No.: 19991028001469

It should be noted that said easement descriptions refer to the Northeast Quarter and the Southeast Quarter of Section 29, Township 25 North, Range 6 East. Said description should read "Northwest Quarter" and "Southwest Quarter".

10. Terms and Conditions of the following:

Type of Document: Deed of Right to Use Land for Public Recreation Purposes
Recorded: April 5, 2006
Recording No.: 20060405001180
First Party: King County, a political subdivision of the State of Washington
Second Party: The State of Washington
(Includes other property)

11. Recording Number of the vesting deed herein is 20020906000899.
(Includes other property)

12. Name and address of the taxpayer herein, according to King County Tax Rolls:

King County - Parks
201 South Jackson Street #700
Seattle, WA 98104

ps

SUBDIVISION GUARANTEE

Order Number: 01148-52094

Guarantee No.: G-6329-000007868

This Guarantee and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of or opinion as to the sufficiency or effect of the matters shown, or opinion as to the marketability of title to the land.

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of Lot 17, Block 6, Inglewood, according to the plat thereof recorded in Volume 3 of Plats, page 169, records of King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway N. E. (Issaquah-Redmond Road Revision No. 2);

Except that portion reserved for road by King County in deed recorded under Recording Number 2957937;

And together with those portions of vacated Ash Street (N. E. 16th Street) and vacated Depot Street adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

Sammamish Plateau Water and Sewer Dist
1510 - 228th Avenue SE
Sammamish, WA 98075



20141201000778

SAMMAMISH PLAT N
PAGE-001 OF 002
12/01/2014 09:18
KING COUNTY, WA

73.00

NOTICE OF ADOPTION OF CONNECTION CHARGE
REGULAR SEWER LOCAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 - 228th Avenue SE
Sammamish, WA 98075

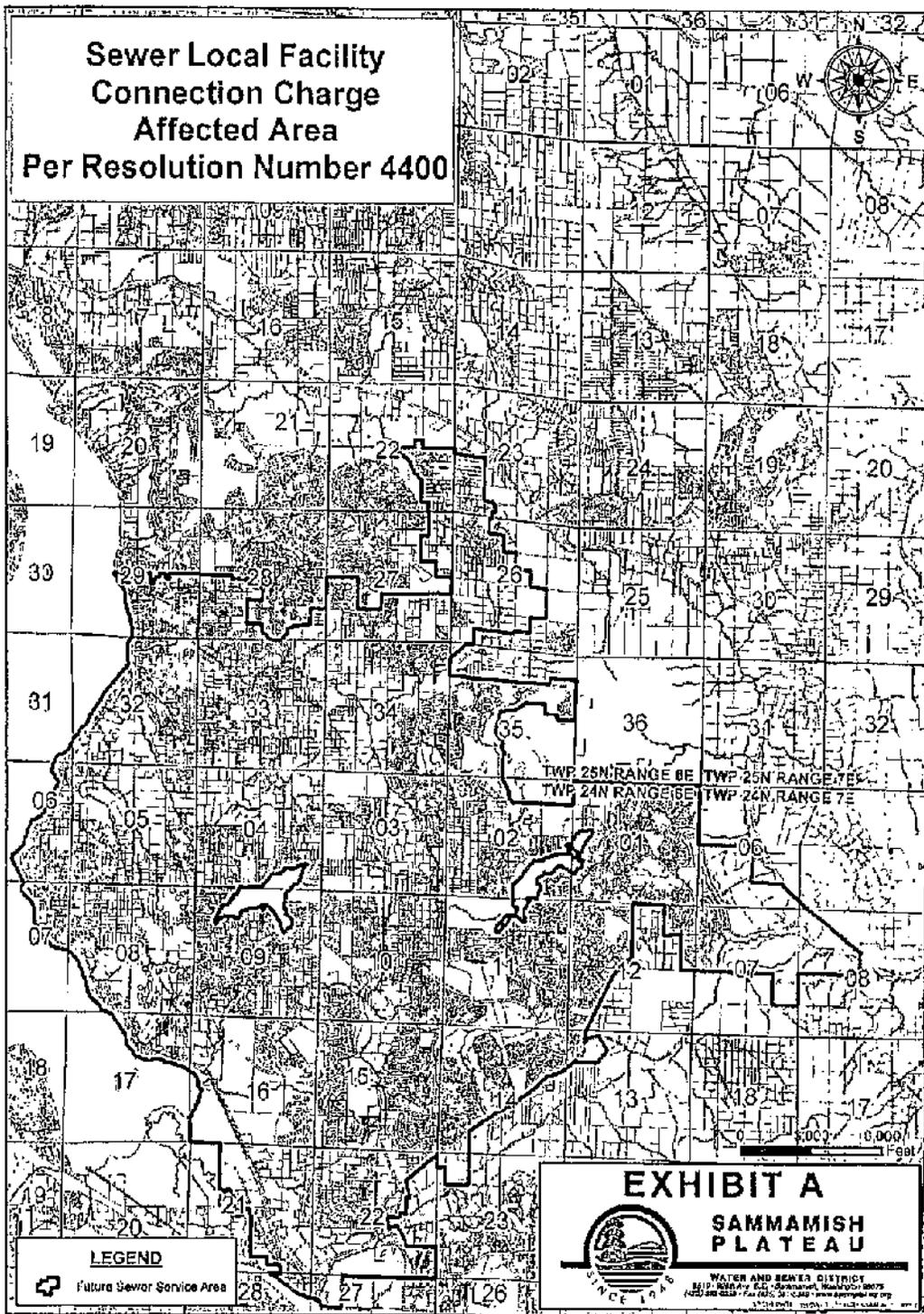
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

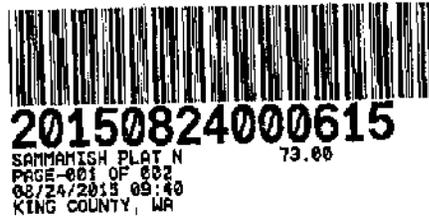
Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on September 2, 2014 approved a Regular Sewer Local Facility Connection Charge by the adoption of Resolution Number 4400, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's sewer system.



Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



NOTICE OF ADOPTION OF CONNECTION CHARGE
REGULAR WATER LOCAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

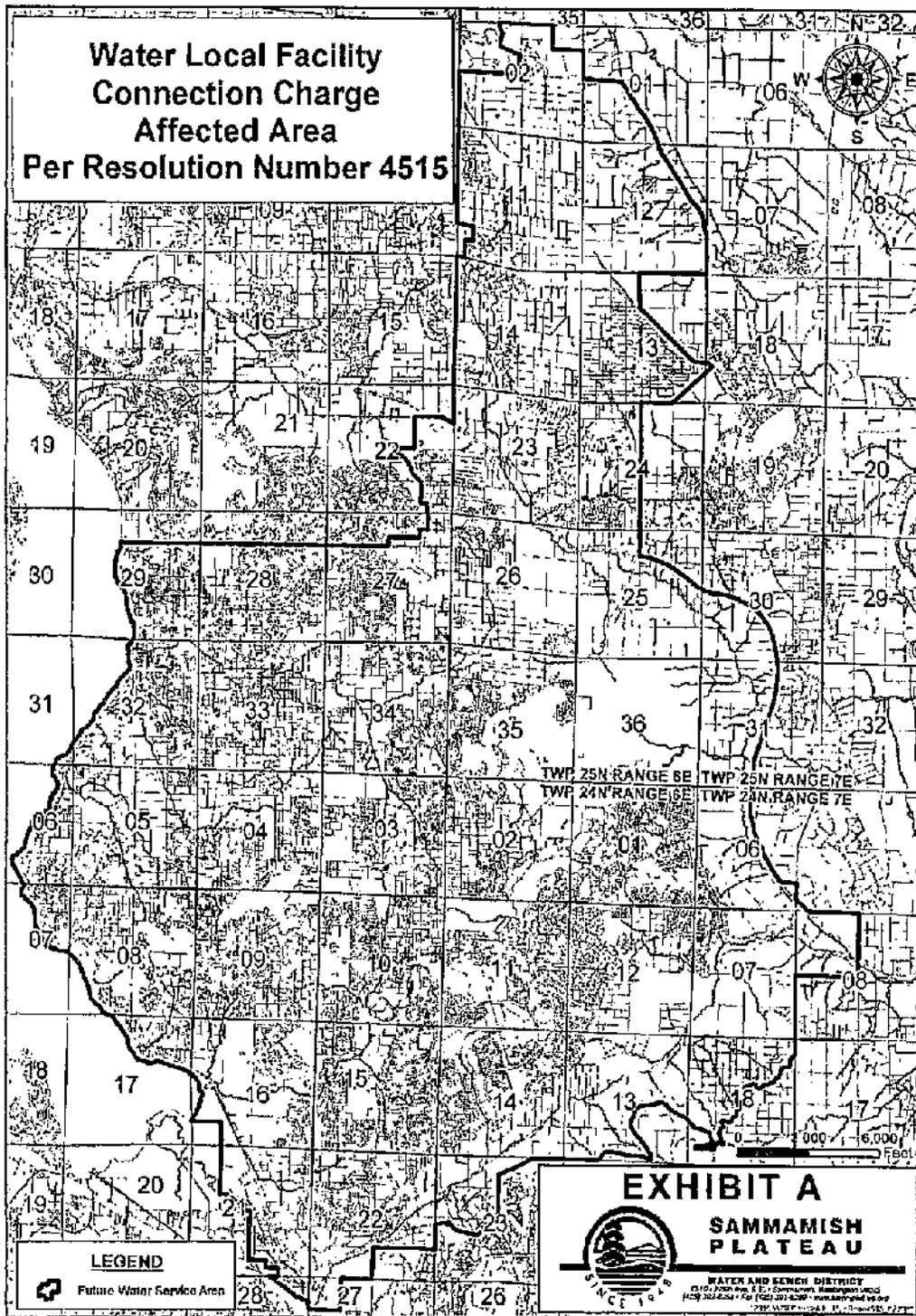
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved a Regular Water Local Facility Connection Charge by the adoption of Resolution Number 4515, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's water system.



Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



20150824000616

SAMMAMISH PLAT N 73.00
PAGE 001 OF 002
08/24/2015 09:40
KING COUNTY, WA

NOTICE OF ADOPTION OF CONNECTION CHARGE
SEWER GENERAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

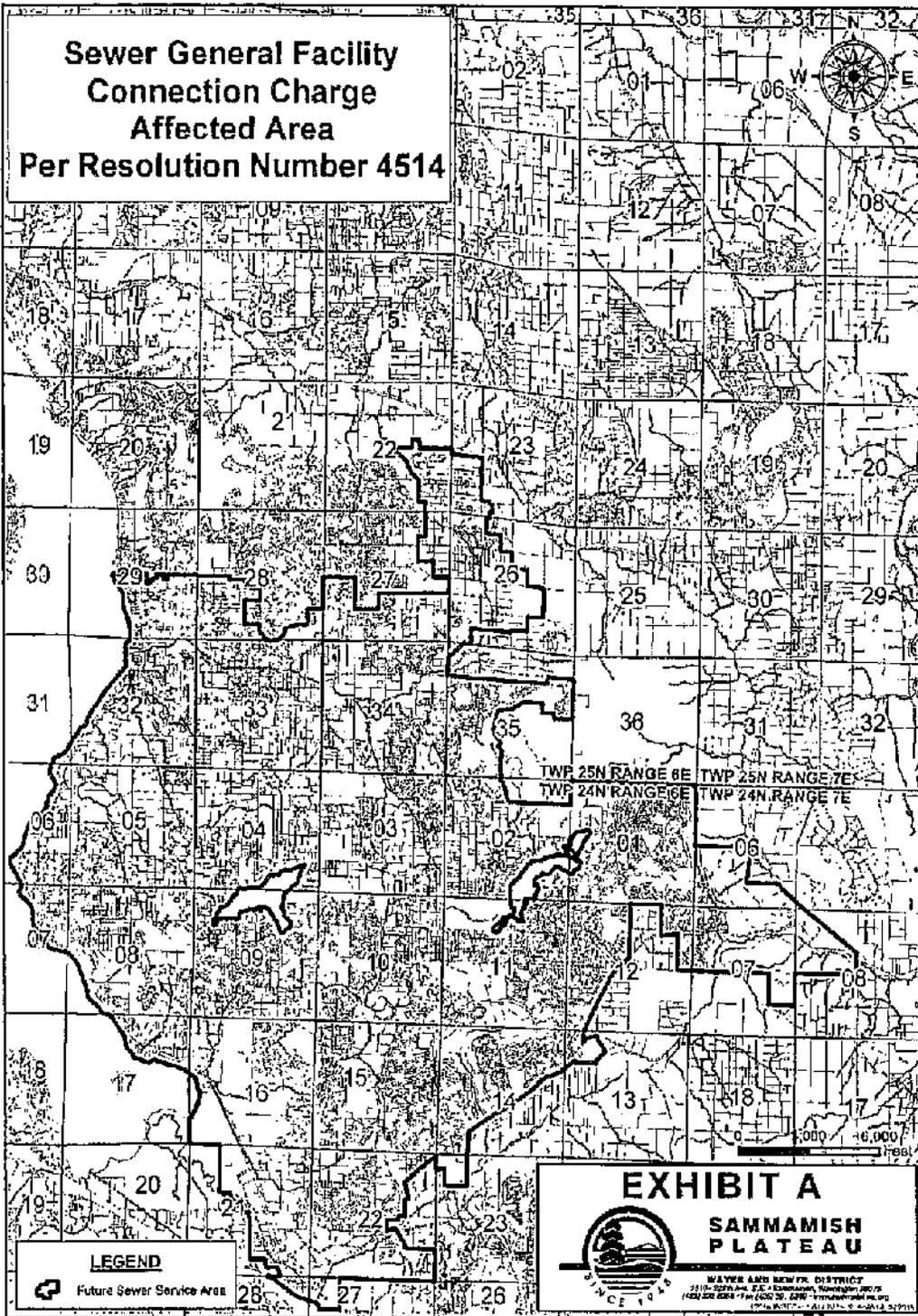
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved Sewer General Facility Connection Charges by the adoption of Resolution Number 4514 affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's sewer system.



Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



20150824000617

SAMMAMISH PLAT N 73.00
PAGE-001 OF 002
08/24/2015 08:40
KING COUNTY, WA

NOTICE OF ADOPTION OF CONNECTION CHARGE
WATER GENERAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

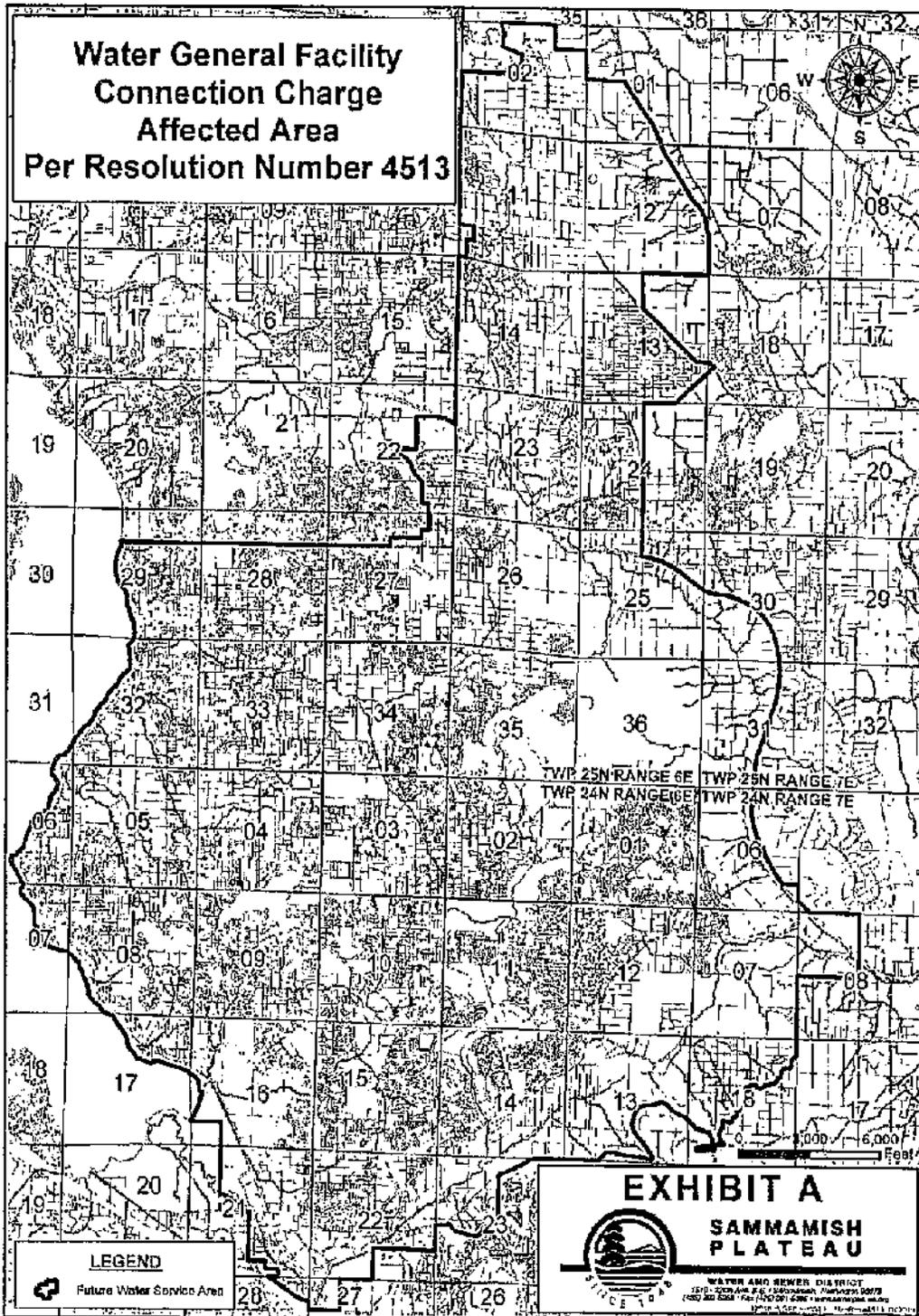
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved Water General Facility Connection Charges by the adoption of Resolution Number 4513, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's water system.



INGLEWOOD WASHINGTON.

HUTCHINSON AYER & CO.



SOLE AGENTS.
Office a First Surveyors.

3/169
1889

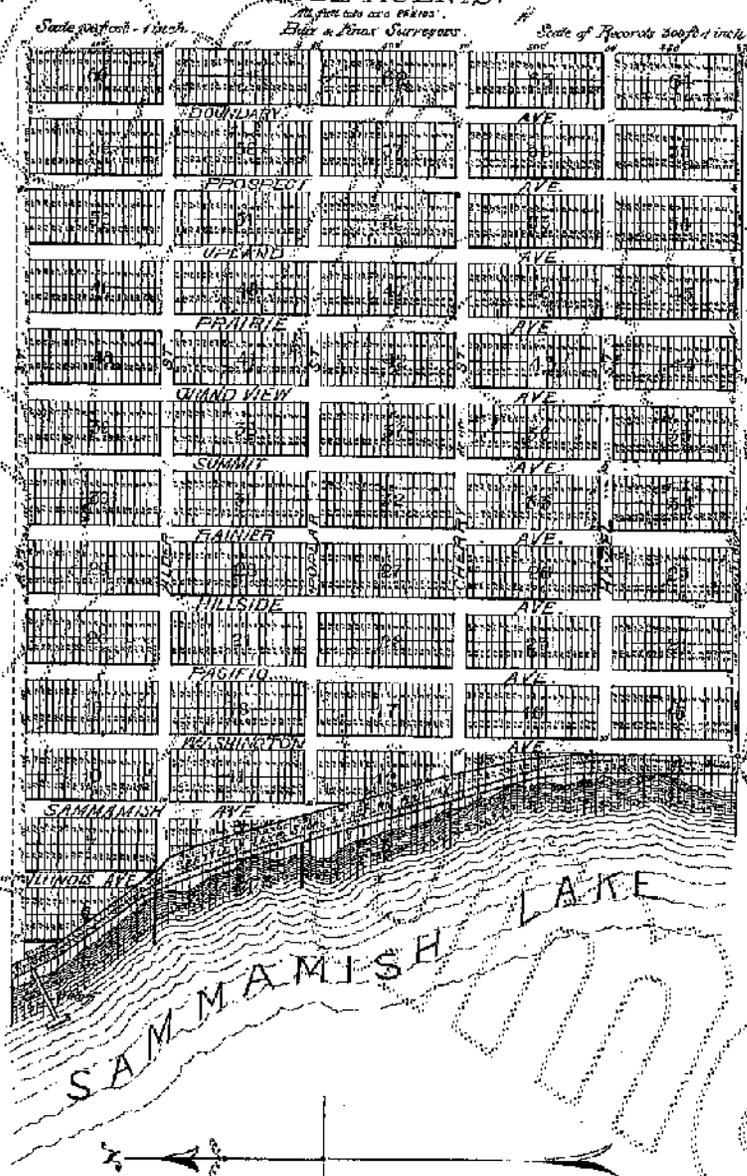
DESCRIPTION.

Inglewood, Washington Territory occupies all of Lots 3 & 4 and S.E. 1/4 of Section 20, T. 25, N. R. 5, E. N.M. King County Washington Territory. The initial Point is the South East Corner of said Section no. T. 25, N. R. 5, E. N.M. All Streets, Avenues and Lanes are as shown on plan.

DEDICATION.

Know all Men by these presents that we, J. Paul Hutchinson and Alice M. Hutchinson, his wife and John L. Ayer and Emma E. Ayer, his wife, and C. Eugene Crispin (conjointly) owners in fee simple of the above described land, do hereby declare this act and do hereby dedicate to the use of the public for all streets, avenues, lanes and alleys shown on the plan and map this 23rd day of July A.D. 1889.

- Witness our hands and seals this 23rd day of July A.D. 1889.
- J. Paul Hutchinson
- Alice M. Hutchinson
- by J. Paul Hutchinson her Attorney in fact.
- John L. Ayer
- Emma E. Ayer
- by John L. Ayer her Attorney in fact
- C. Eugene Crispin



Acknowledgment.

Territory of Washington } ss
County of King }
This is to certify that on the 23rd day of July A.D. 1889, before me, a Notary Public in and for Washington Territory, duly sworn - mentioned and sworn personally appeared J. Paul Hutchinson for himself and as Attorney in fact for his wife, Alice M. Hutchinson, and John L. Ayer for himself and as Attorney in fact for his wife Emma E. Ayer, and C. Eugene Crispin for himself alone, to me known to be the individuals described in and who executed their instruments and acknowledged that they signed and sealed the same as their free and voluntary act and deed and respectively as the free and voluntary act and deed of the said Alice M. Hutchinson and the said Emma E. Ayer for the uses and purposes therein mentioned.
Given under my hand and official seal this 23rd day of July A.D. 1889.

H. Willis Carr
Notary Public



Filed for Record at the request of J. Paul Hutchinson July 30, A.D. 1889 at 11 min. page 4 B.M. and recorded in Vol. 3 of Plat Books page 163 Territory of King County, W.T. by J. Paul Hutchinson Deputy

ptm
description

2957937

Tax D
Treas/Jul 30 39
Jul 9 39

Ralph Stacy as treasurer of kow
to L J Schaller

2957937
No 11813

that form - 2055938 - Jan 8 39 - sp -
lot 17, blk 8, less Co road, Inglewood;
lot 24, blk 8, Except R/W of to N P Ry.,
Inglewood, kow
---sp---him---sp ---sp his ha---
(Treas of)

Ralph S Stacy County Treasurer
By Theo. Christy Deputy

to Leo J Schaller Ex SR Richmond Wn bx 82

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Ralph S Stacy, as treasurer of kow

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portion
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SM Jul 17 1937

Feb 20 1934

The Bank of California, N.A. Seattle, a natl busg corp und the laws of the U S of A at Seattle, wa kow trustee of Jessie B Isted, sole heir and devisee of W T Isted, dead to Elizabeth Miller Mann of s fp rel sat and disch mtg dtd Sept 1 1924 md by sp to Willis T Isted also known as W T Isted, now dead, testate, tps of \$600 a d lat, on the said in kow;

lot 12 blk 4, BuenaVista add No24 to the os recd in the aud ofo of kow in vol 205 of m pg 587 on Oct 3 1924, togeth with the debt thby secured iww the sd corp has caused these pts to be sgd by its PRES AND SECY and the corp sl of sd corp so be hunte affixed corp sl The Bank of California, N.A. Trustee of Jessie B Isted heir, legatee and devisee of WT Isted, dead, testate by J C Glass, asst mgr kow Feb 20 1934 by J C Glass, asst mgr of sd corp -- corp form -- bef E I Wallberg, n p for wn res at s n s Jul 4 1937 fld by E Miller, 4011 W Mass st city

D Jul 17 1937

Oct 7 1931 \$1950

Soren Plough and Hannah Plough ~~hus~~ and wif to Bert W Yeoman fp cyandwar to sp fldin kow

beg at a pt 683 ft so and 20 ft west of the ne cor of lot 3 sec 11 twp 23 n r 4 e w m; th west 387.88 ft; th so 5 deg 51'45" west 287.37 ft; th sely 135.02 ft al the east bdry li of the right of way of co road; th so 79 deg 16' east 290.70 ft; th no 358.10 ft to the pob cng 2.89 acres m or l

Soren Plough
Hannah Plough
kow Oct 7 1931 by Soren Plough and Hannah Plough hus and wif bef Joseph Matsen n p for wn res at a n s Jan 21 1933 fld by sp route 11 box 215 city

Tax d Jul 17 1937

Jul 9 1937 No 11875

Ralph S Stacy as treas of kow to E Twigg

When, at a pub sale of re estate hldd Jan 16 1937 pursuant to a re est tax judgt entd in the supr ct of the k o on Jan 5 1937 in pdg to fol tax liens upon re est add an order of sale duly issued ~~and~~ by sd court sy duly purchsed in compliance with the laws of the st of wa the folg re est

lot 74 blk 22;

lot 24 blk 30 Lake Forest Park 3rd add kow;

and that sd sp has complied with the laws of the st of wa necess to entitle him to a deed for sd re est;

Now, therefore, fp co treas of kow, in consid of the prem and by virtue of the statutes of the st of wa, in such cases provided, do hby grant and cy to sp h and a, the sd re est timber des, subj to any and all special and local assts now or hereon thereon

Ralph S Stacy co treas
do treas seal by Theo Christy dep.
fld by Earle Twigg, 17744, 28th ave: NR

(FOR)

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493 2955954
1744
253 2955955
* D. J. Johnson, D.C.

Some
As"

ORIGINAL

FILED

95 APR 12 PM 2:00

EXHIBIT A

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

RHEA BARK, Trustee of the
Jensen Family Trust,

Plaintiff,

v.

KING COUNTY, a Washington
municipal corporation, and
John Doe Property Owners 1-5,

Defendants.

NO. 94-2-14451-1

STIPULATED JUDGMENT AND
DECREE QUIETING TITLE

(Clerk's Action Required)

THIS MATTER having come on regularly for hearing this day before the court, Plaintiff Jensen Family Trust having appeared by its attorney Larry Satchell of Larry Satchell, P.S.; Defendant King County being represented by Norm Maleng, Prosecuting Attorney, through Dennis C. McMahon, Senior Deputy Prosecuting Attorney, as attorneys for Defendant King County and said attorney having previously agreed to the entry of Findings of Fact and Conclusions of Law, and also agreeing to entry of this Decree and Judgment, and the court being fully advised in the premises; NOW, THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that judgment be entered establishing Plaintiff's title to those portions of Ash Street (renumbered N.E. 16th Street) and Depot Street, as more fully shown and described in Exhibit "A", attached hereto and

Stipulated Judgment and Decree
Quieting Title -1-

CC TO CLIENT

10/5/95

LARRY SETCHELL, P.S.
P.O. Box 940
Vashon, Washington 98070
206/292-9333

portion Description

C/PROG	18
CUST	17
GASH	18
HJG	19
DISB	20
CRIM	21
ACCTG	22
EXH	23

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incorporated by reference, lying adjacent to Lots 16 and 17,
Block 6, of the plat of Inglewood and to portion of Government
Lot 2 of the Northwest quarter, Section 29, Township 25, Range 6,
in fee simple, and quieting title in favor of Plaintiff in fee
simple against any claim of Defendant King County. This Judgment
is binding on the parties without prejudice to the rights of
anyone not a party to this action whose rights or claims do not
derive from a party to this action.

DONE IN OPEN COURT this 12th day of April, 1995.



Judge/Court Commissioner
CHARLES V. JOHNSON

Presented by:
LARRY SETCHELL, P.S.

Approved as to Form and Entry;
Notice of Presentation Waived;
Consent to Final Hearing:

NORM MALENG, King County
Prosecuting Attorney,
Civil Division

By 

Larry Setchell, WSPA #4659,
Attorney for Plaintiff

By 

Dennis C. McMahon,
WSBA #15838, Senior Deputy
Prosecuting Attorney,
Attorney for Defendant King
County

JAN. 8. 2016 12:12PM
1995 13:00

TITLE SUPPORT SERVIC
ATTYS INFO

NO. 4888 P. 10/23
205 622 2911 P.004

**EXHIBIT A
to Stipulated Judgment and
Decree Quieting Title**

All that portion of Government Lot 3, Section 29, Township 25, Range 5 East, W.M., including that portion of Ash Street (N.E. 16th Street) and Depot Street, lying easterly of the Burlington Northern Railroad Co. Right of Way, west and north of Block 6 of the Plat of Inglewood addition according to Plats thereof recorded in Volume 3 of Plat's, Page 169, Records of King County and lying Westerly of the west margin of East Lake Sammamish Parkway Northeast.

12 -

INGLEWOOD BEACH CLUB INCORPORATED
BYLAWS

90-05-16
RECD F
REC FEE 2.00

CASH

RECEIVED THIS DAY
#117
***12.00
55

ARTICLE 1, MEMBERSHIP

- 1.1) Membership Boundary
Membership in the Inglewood Beach Club, Inc. is open to the following: Owners or contract purchasers of property located in the Plat of Inglewood, as recorded in Volume 3 of Plats, Page 169, Records of King County, Washington.
- 1.2) Member Status
Households having returned a signed membership certificate and paid the current years dues shall be referred to as a "member" entitled to one vote.
- 1.3) Member Removal
Any member of the corporation may be removed by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees. Notice of such proposed removal must be given to the member sought to be removed by registered mail prior to the meeting at which the removal is to be voted upon.

ARTICLE 2, MANAGEMENT

- 2.1) Trustees
The business and property of the Inglewood Beach Club, Inc. shall be managed by a board of five trustees. Within a reasonable time after their election, the members of the Board of Trustees shall elect from their number the following officers: President, Vice-President, Secretary, Treasurer, or Secretary/Treasurer. All such officers shall be Officers of the Corporation.
- 2.2) Election Process
The Trustees of the Corporation shall be elected from the membership by a vote of a majority of those present at the annual meeting of the membership.
- 2.3) Term
The term of office of the Trustees of the Corporation shall be for twelve months, October 1 to September 30. A three-month training period shall precede the term of office, July 1 to September 30.
- 2.4) Meetings
The Board of Trustees of the Corporation shall hold an annual meeting of the membership in the spring of each year and such special meetings of the membership as the majority of the Trustees or the president of the Board of Trustees shall deem necessary.

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2.5) Voting

Each member of the Board of Trustees shall possess one vote in matters that come before the Board. Four Members of the Board of Trustees must be present for voting matters. Three votes shall be required to carry a motion. At any meeting of the membership of the Corporation, each member so present shall be entitled to one vote. A majority shall be required to carry a motion.

2.6) Trustee Removal

Any Trustee may be removed from office by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees. Notice of such proposed removal must be given to the Trustee sought to be removed by registered mail prior to the meeting at which the removal is to be voted upon. A Trustee shall be removed following two unexcused absences from meetings of the Board of Trustees.

2.7) Trustee Replacement

Any vacancy occurring on the Board of Trustees by reason of the death, resignation, or removal of a Trustee shall be filled by appointment by the remaining Trustees. Such appointee shall serve during the unexpired term of the Trustee whose position has become vacant.

2.8) Spending Limitation

The Board of Trustees shall limit their annual aggregate non-routine expenses, including but not limited to capital expenditures and legal expenses, to 25% of the prior years dues collections. Expenditures in excess of 25% must be approved by a two-thirds majority vote of paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members disclosing the amount and purpose of the proposed excess non-routine expenditures.

ARTICLE 3, DUTIES OF OFFICERS

3.1) President

The President of the Board of Trustees shall supervise all activities of the Corporation; execute all instruments in its behalf; preside at all meetings of the Board of Trustees and of the membership of the Corporation; call such meetings of the membership as may be deemed necessary, other than the annual meetings of the membership; and perform such other duties usually inherent in such an office.

3.2) Vice-President

The Vice-President of the Board of Trustees shall act in the President's absence, and perform other such tasks as the President may direct.

3.3) Secretary

It shall be the duty of the Secretary of the Board of Trustees to keep all records of the Board of Trustees and of the Corporation, and perform other acts as the President may direct.

3.4) Treasurer

The Treasurer shall receive and be accountable for all funds belonging to the Corporation; pay all obligations incurred by the Corporation when payment is authorized by the Board of Trustees; maintain bank accounts in depositories designated by the Board of Trustees; and render periodic financial reports. The offices of Secretary and Treasurer may be combined in one office at the discretion of the Board of Trustees.

ARTICLE 4, DUES AND ASSESSMENTS

4.1) Authorization

Dues and assessments must be authorized by the Bylaws. Changes in the annual dues amount and all special assessments must be authorized by a two-thirds majority vote of the paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members, disclosing the proposed dues amount or special assessment and the purpose for such action.

4.2) Liability for Assessments

Each Member shall seem to covenant and agree to pay a yearly assessment or charge in the spring of each year for the purpose of funding the Inglewood Beach Club, Inc. for the purposes specified in the Inglewood Beach Club Articles of Incorporation as approved by the Secretary of the State of Washington, June 24, 1965.

4.3) Initiation Fees

There shall be no initiation fees with respect to new members.

4.4) Effect of Non-Payment of Assessment

The Corporation reserves the right to suspend the enjoyment rights of any member in the beach, or other common property, for any period during which an assessment payable by the member remains unpaid.

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4.5) Exempt Property

The following property subject to this declaration shall be exempt from the assessment charges, and liens created herein:

- 4.5.1) All common properties owned by the Corporation.
- 4.5.2) All properties dedicated to public use.
- 4.5.3) All properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

ARTICLE 5, DISSOLUTION / SHARES PROGRAM

5.01)

The Inglewood Beach Club property (lots 14, 15, 16, 17, of block 4, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169, records of King County, Wa.) commonly known as "the Beach", is set aside in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

5.02)

The Inglewood Beach Club property (all that portion of lots 37, 38, 39, 40, and 1 (one), Block 52, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169, in King County, Wa, lying southwesterly of Inglewood Hill Road) commonly known as "the Triangle" is set aside in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

5.1) Dissolution

5.1.1)

Inglewood Beach Club Properties may be sold only if:
:Inglewood Beach Club financial failure is imminent, a majority of members sign consent to sell documents, and a majority of members present at a special meeting where all members have been notified by mail of the time and purpose of the meeting, vote to sell the Inglewood beach club properties.

5.1.2)

Upon disturbance of Inglewood Beach Club assets, each member shall receive dissolution proceeds in proportion to the number of shares that have been awarded to the member as compared with the total number of shares awarded to all members during the previous five year period.

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9005161175

5.2) Shares Program

- 5.2.1) Award one share for each year of dues paid in the last 5 years.
- 5.2.2) Award one share for each Annual Meeting attended in the last 5 years if the members dues have been paid.
- 5.2.3) Award five shares for each year of service as a Trustee during the last 5 years. Shares shall be awarded to trustees only if Trustee performance has been satisfactory as determined by a majority vote of the other Trustees serving on the same board.
- 5.2.4) All awarded shares are non-transferable and attach to the member property represented.
- 5.2.5) Current property owners may be awarded shares for paying prior years dues subject to the conditions, such as interest and penalty, as determined by the then-current Board of Trustees.
- 5.2.6) New property owners may be awarded shares for paying prior years dues without penalty or interest.
- 5.2.7) Shares shall not be awarded for prior years dues payments once disbursement of Inglewood Beach Club assets is undertaken.
- 5.2.8) All members may receive \$1.00 prior to the distribution of sale proceeds if it becomes legally expedient to do so.

ARTICLE 6, AMENDMENTS

- 6.1) Amendment Requirements
These Bylaws may be amended by a majority vote of the Corporation's members present at an annual or special meeting of the membership where written notice of the meeting discloses fully the content and purpose of such proposed amendment.
- 6.2) Amendment Submittals
Bylaw amendments may be submitted by either (1) the Board of Trustees, or (2) a member if submitted with 5 other member signatures, in time for publication in the Spring Newsletter or notice associated with a special meeting.

CERTIFICATE OF AMENDMENT

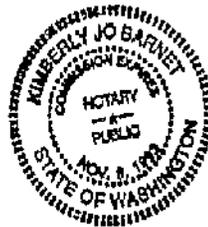
The undersigned, being all of the Trustees of the Inglewood Beach Club, Inc., hereby certify that the foregoing are the 3rd. amended Bylaws adopted at the annual meeting of the membership of said corporation the 18th. Day of April, 1990

President	<u>[Signature]</u>	Daniel M. Nelson
Vice-President	<u>[Signature]</u>	Bruce M. Evans
Treasurer	<u>Paula S. Niecestro</u>	Paula S. Niecestro
Secretary	<u>Nan Gordon</u>	Nan Gordon
Trustee	<u>Amy MacAuley</u>	Amy MacAuley ^{AM.}

State of Washington, County of King

Signed or attested before me on this 15th day of May, 1990 by the Board of Trustees of the Inglewood Beach Club, Incorporated.

9005161176



Kimberly Jo Barnett

Notary Public in and for the State of Washington,
King County

For record at request of
Inglewood Beach Club
Address P/O Box 753
Raymond, WA. 98053

**PUGET
POWER**

11

ORIGINAL

ADDITIONAL TAX NOT REQUIRED -
King-Box Records Division

5000.00

EASEMENT

By _____ Deputy

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, JENGEN FAMILY TRUST, by RHEA BARK, TRUSTEE ("Grantor" herein), hereby conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in KING COUNTY, Washington.

89.00

LOTS 1 TO 20 (INCLUSIVE), BLOCK 6, AND LOTS 35 TO 40 (INCLUSIVE), BLOCK 7, INGLESWOOD ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 150, IN KING COUNTY WASHINGTON, LYING WESTERLY OF THE WEST MARGIN OF EAST LAKE SAMMAMISH PARKWAY NE., IN KING COUNTY WASHINGTON, LESS COUNTY ROADS AND LESS BURLINGTON NORTHERN RAILWAY RIGHT OF WAY; TOGETHER WITH THAT PORTION OF 202ND AVE. NE (FORMERLY ILLINOIS AVE) AS INDICATED ON THE PLAT OF INGLESWOOD, VOLUME 3 OF PLATS PAGE 150, RECORDS OF KING COUNTY, WASHINGTON, WHICH UPON VADATION WILL REVERT TO THE FOLLOWING DESCRIBED ADJUTTING PREMISES BY OPERATION OF LAW.

E1406300 12/01/1994

0260
0370
0370
0460
Jap

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) described as follows:
A Right-of-Way _____ feet in width having _____ feet of such width on each side of a centerline described as follows:

A STRIP OF LAND 15 FEET IN WIDTH LYING WITHIN THE ABOVE DESCRIBED PROPERTY, BEING PARALLEL WITH AND ADJOINING THE WEST MARGIN OF SAID EAST LAKE SAMMAMISH PARKWAY NE.

9412010277

8.00
0.00
KING COUNTY RECORDS 002 PH
KING COUNTY RECORDS 002 PH

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge and use one or more electric transmission and/or distribution systems over and/or under the Easement Area, together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

- a. Overhead facilities. Poles and/or towers with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable, communication and signal lines; transformers.
 - b. Underground facilities. Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as peds, transformers and switches; fiber optic cable, communication and signal lines.
- Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for its systems.

2. Access. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall repair or reasonably compensate Grantor for any damage to the Property, including damage to roads, crops, driveways and fences caused by the exercise of such right of access.

3. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees and other vegetation presently existing upon the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees and other vegetation upon the Easement Area which could, in the opinion of Grantee, interfere with the exercise of Grantee's rights herein or create a hazard to Grantee's systems.

4. Trees Outside Easement Area. Grantor shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area which could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantor shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantee prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

5. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building, structure or other object on the Easement Area, and Grantor shall do no blasting within 300 feet of Grantee's systems without Grantee's prior written consent.

6. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

780.32 8-88 Transmission
JQ/9407903-X01
286-1158.128

FILED FOR RECORD AT REQUEST OF:
PUGET POWER
REAL ESTATE DEPARTMENT
P.O. BOX 97034
BELLEVUE, WASHINGTON 98009-0734
ATTENTION: THOM DAVIE

7. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

8. Successors and Assigns. Grantee shall have the right to assign, in part or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

Dated this 21st day of November 19 94.

GRANTOR

BY Rhea Berk Trustee
Jensen Family Trust, by Rhea Berk, Trustee

STATE OF WASHINGTON }
COUNTY OF } SS

On this 21st day of November, 19 94, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rhea Berk, Trustee, for the Jensen Family Trust, who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed as Trustees, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and date above written.



and for the State of Washington,
Rhea Berk
commission expires 11-15-97

9412010277

94121-207

After Recording Return To:
Rodgers Deutsch & Turner
3 Lake Bellevue Drive, #100
Bellevue, WA 98005

EXCISE TAX NOT REQUIRED

King Co. Records Division

By [Signature] Deputy

COVER SHEET

9906021961

DOCUMENT TITLE: Access Easement, Option to Acquire Utilities Easement, and Roadway Maintenance Agreement

GRANTOR(S): Jansen Family Trust, Rhea Bark and John Schaller Trustees

GRANTEES:
1 Joseph H. Jobe and Shirley A. Jobe, Co-Trustees of the Jobe Revocable Trust
2 Mark J. Jobe and Stephanie A. Jobe, husband and wife

LEGAL DESCRIPTION: THE SOUTH 0 50 FEET OF THE NORTH EAST QUARTER AND THE NORTH 50 50 FEET OF THE SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON, AS FURTHER DESCRIBED ON EXHIBIT "A"

Struck by "NW" + "SW"

ASSESSOR'S PROPERTY TAX PARCEL NO: Unknown (The property is a portion of a vacated roadway)

After recording return to:
Larry Setchell
P.O. Box 21846
Seattle, WA 98111-3846

**ACCESS EASEMENT, OPTION TO ACQUIRE UTILITIES EASEMENT, AND
ROADWAY MAINTENANCE AGREEMENT**

9906021961

In partial settlement of the case entitled Joseph H. Jobe and Shirley A. Jobe, Co-Trustees of the Jobe Revocable Trust, dated June 3, 1988 and Mark J. Jobe and Stephanie A. Jobe, husband and wife (hereinafter "Jobe"), v. Jonsen Family Trust, Rhea Bark and John Schaller, Trustees (hereinafter "JFT"), King County Cause No. 93-2-16634-9, and for other valuable consideration, the parties hereby enter into the following agreement on behalf of themselves, their heirs, successors and assigns:

0340

1. Access Easement. JFT conveys and grants a permanent, non-exclusive appurtenant easement for ingress and egress over, across and upon a portion of vacated N.E. 18th Street (hereinafter "Access Easement") legally described in Exhibit A for ingress and egress to the following properties owned by Jobe, Lots 21 and 22, and Lots 11-17, Block 5, Ingewood Addition Plat recorded in fee ownership on July 23, 1889, Volume 3, page 169, records of King County, Washington and to any other lots in Block 5, Ingewood Addition Plat recorded in fee ownership on July 23, 1889, Volume 3, page 169, records of King County, Washington which Jobe may acquire ("Jobe Properties.")

2. Utilities Easement. JFT hereby grants to Jobe the option to purchase an easement for underground utilities, to be located in the smallest area necessary to meet the requirements of the utility service providers and adjacent to the paved Roadway Improvements for \$7,500.00 to service Jobe Properties. All costs of utility installation and maintenance shall be paid by Jobe. Jobe agrees to indemnify, defend and hold harmless JFT against all costs or claims relating to the installation, use or maintenance of utilities.

The parties acknowledge that a sewer line serving Grantee's Property and other property, presently crosses Grantor's Property. Grantor, by executing this agreement, hereby conveys of record to Grantee a perpetual non-exclusive appurtenant easement to maintain the sewer line easement in its existing location.

The option to acquire the utilities easement shall be exercised as follows:

9906021961

(a) Jobe shall provide JFT with a written notice of Jobe's intent to exercise the option. The notice shall include (i) Jobe's address and phone number, (ii) a date, no less than 30 days from the date of the notice, that Jobe would like to close the transaction, and (iii) the name, address and telephone number of an escrow agent for closing the transaction (which either party may elect to use if they believe that they are unable to properly close the transaction without the assistance of said agent). The notice, in the absence of prior written direction otherwise, may be sent to the taxpayer address as maintained by the County Assessor.

(b) The easement shall be in the form attached as Exhibit D.

(c) JFT shall pay any excise tax which may be due and owing at the time of the conveyance of the easement. Jobe shall pay the costs incurred for the recording of the easement. Escrow fees, if any, shall be evenly split between Jobe and JFT.

3. Roadway Maintenance. Jobe has constructed concrete surfaced roadway improvements within the Access Easement ("Roadway Improvements") under a permit from King County.

3.1 The parties agree they both have the right to use the Roadway Improvements to provide ingress and egress for up to two single family residences on property presently owned by JFT which is legally described in Exhibit B and to any property acquired in the future by JFT in Inglewood Addition Plat, recorded in fee ownership on July 23, 1889, Volume 3, page 169, records of King County, Washington (hereinafter "JFT Properties"), and for up to two single family residences on property presently owned by Jobe which is legally described in Exhibit C, and to any property acquired by Jobe in the future in Inglewood Addition Plat, recorded in fee ownership on July 23, 1889, Volume 3, page 169, records of King County, Washington.

3.2 Jobe shall maintain the Roadway Improvements at his sole cost and expense until such time as JFT decides to use the Roadway Improvements for motor vehicle ingress and egress to JFT Properties.

3.3 Until JFT uses the Roadway Improvements for motor vehicle access, Jobe shall indemnify, defend and hold JFT harmless from all claims of any kind relating to the design, construction or maintenance of the Roadway Improvements, including those for injuries, death and damages, provided, however, that once JFT commences using the Roadway Improvements for motor vehicle access, this indemnity shall not thereafter extend to claims asserted by JFT or their guests or business invitees.

9906021961

3.4 Jobe shall maintain liability insurance with limits of at least \$500,000 per occurrence until JFT commences using the roadway for motor vehicle access. Once both parties are using the Roadway Improvements of motor vehicle access, both parties shall maintain liability insurance with the limits set above or such other greater amount as both parties shall agree on and Jobe's duty to indemnify against claims based on maintenance of the Roadway Improvements shall terminate.

3.5 Once both Jobe and JFT are using the Roadway Improvements for motor vehicle ingress and egress, the roadway maintenance shall be shared on a pro rata basis dependent upon the number of lots (residential or not) being served. If there are more than two parties using the Roadway Improvements, then maintenance decisions shall be made by majority vote, but all parties shall share in the costs on a pro rata basis. A homeowners association shall be established to make maintenance decisions and to assess property owners for their pro rata share of costs. If one party fails to pay his pro rata share of duly voted maintenance costs, the remaining parties or the association may complete the maintenance at their cost and place a lien against the property of the owner who failed to make his fair share contribution to the maintenance of the Roadway Improvements. At no time shall either the JFT or Jobe properties be responsible for more than one half of the costs of maintenance of the Roadway Improvements.

If there are only two owners using the Roadway Improvements, and the parties are not unanimous in agreeing to pay for certain maintenance, either party may perform the maintenance at its sole cost, but shall not be entitled to a lien to recover half of the costs.

3.6 JFT shall pay all real estate taxes on the Access Easement, provided, however, if the Roadway Improvements are ever taxed separately, Jobe shall pay the real estate taxes on the Roadway Improvements so long as JFT does not use the Roadway Improvements for motor vehicle access. If the Roadway improvements are taxed separately and are used jointly for motor vehicle access, both JFT and Jobe shall each pay one half of the taxes.

3.7 If the design or construction of the Roadway Improvements needs to be modified to allow access to the JFT or Jobe properties, the costs of any modifications shall be borne by the party needing access and no modification shall materially interfere with the use of the Access Easement or Roadway Improvements by the other party.

4. Railroad Crossing. Jobe has a permit from the Burlington Northern Railway to cross the railroad tracks for vehicular ingress and egress and has an easement on the western side of the railroad right of way for ingress and egress to the Jobe properties in Block 6, Inglewood Addition Plat. Jobe agrees to allow JFT to use his easement to access any JFT Properties. If further permits are required from the railroad, Jobe agrees not to oppose any such application by JFT but Jobe shall have no

monetary obligation arising from the further granting to access rights by the railroad to JFT. If JFT uses Jobe's permitted railroad crossing for access, Jobe and JFT shall each share equally in the costs of the permit which is now \$60.00 per annum. JFT acknowledges that Jobe's agreement to allow JFT to use the crossing easement shall be construed as no more than the quit claim of a non-exclusive easement without any warranty or any other guarantees whatsoever regarding Jobe's right to do so.

5. Option to Purchase Shorelands. JFT owns the second class shorelands abutting the lots in block 5, Inglewood Addition Plat. except as conveyed to Tinker and Jobe. For three years from the date of this agreement, JFT grants to Jobe the non-exclusive option to purchase the second class shorelands abutting any lot in block 5 for \$2,500 per lot if Jobe acquires title to the lot. JFT reserves the right to sell the second class shorelands to the owners of any lot in Block 5 at a price no greater than \$2,500 per lot during the three years that Jobe has a right to purchase the shorelands.

The option to acquire the shorelands easement shall be exercised as follows:

(a) Jobe shall provide JFT with a written notice of Jobe's intent to exercise the option. The notice shall include (i) Jobe's address and phone number, (ii) a date, no less than 30 days from the date of the notice, that Jobe would like to close the transaction, (iii) the name, address and telephone number of an escrow agent for closing the transaction (which either party may elect to use if they believe that they are unable to properly close the transaction without the assistance of said agent.) The notice, in the absence of prior written direction otherwise, may be sent to the taxpayer address as maintained by the County Assessor.

6. Latercomers. No easement shall be granted to provide access or utilities to properties other than those owned by the parties, their heirs, successors, or assigns, except for recreational uses, without the written agreement of all parties to this agreement. JFT and Jobe shall equally share the proceeds of any such easement.

7. Costs of Future Roadway Improvements. The parties agree that the Roadway Improvements shall, unless otherwise agreed in writing, be exclusively used by the parties, their heirs, successors, and assigns to serve properties owned by them. They agree that the Roadway Improvements shall serve no more than four single-family residences and all recreational uses. Each party shall be entitled to use the Roadway Improvements for two single-family residences on properties owned by them. The term "properties owned by them" as it applies to the Jensen Family Trust shall include trust properties fronting on the roadway and property owned by Rhea and Paul Bark to the north of the roadway and to the north of the Jobe shoreline properties. In the case of Jobe, "properties owned by them" shall include any lots in block 5, Inglewood Plat, recorded in Volume 3 of Plats, page 169 in King County, Washington, now owned or hereafter acquired by Jobe, his heirs, successors and assigns.

9906021961

The parties agree that each shall pay its own costs of obtaining permits, developing property and of making any roadway improvements required by the issuance of a building permit for the construction of a single-family residence, except however, if prior to January 1, 2007, either party is required, as a condition of obtaining a residential building permit to construct the third or fourth residence served by the roadway, to upgrade the roadway from its current status as a driveway serving two single-family residences only, the other party, its heirs, successors or assigns, shall pay fifty percent (50%) of the cost actually incurred to construct such improvements as are required to upgrade the road, up to a total maximum contribution of Fifteen Thousand Dollars (i.e., one-half of Thirty Thousand Dollars). The party building the residence shall pay all costs of required roadway improvements in excess of Thirty Thousand Dollars.

9906021961

8. This agreement runs with the land and inures to the benefit of the parties, their heirs, successors and assigns. This may be executed in counterparts.

DATE: _____

JOBE REVOCABLE TRUST

By _____
Joseph H. Jobe, Co-Trustee

By _____
Shirley A. Jobe, Co-Trustee

DATE: _____

Mark J. Jobe

Stephanie A. Jobe

DATE: _____

JENSEN FAMILY TRUST

David Bark
David Bark

By _____
John Schaller, Trustee

Diane Bark

Claudia Bark

9906021961

The parties agree that each shall pay its own costs of obtaining permits, developing property and of making any roadway improvements required by the issuance of a building permit for the construction of a single-family residence, except however, if prior to January 1, 2007, either party is required, as a condition of obtaining a residential building permit to construct the third or fourth residence served by the roadway, to upgrade the roadway from its current status as a driveway serving two single-family residences only, the other party, its heirs, successors or assigns, shall pay fifty percent (50%) of the cost actually incurred to construct such improvements as are required to upgrade the road, up to a total maximum contribution of Fifteen Thousand Dollars (i.e., one-half of Thirty Thousand Dollars). The party building the residence shall pay all costs of required roadway improvements in excess of Thirty Thousand Dollars.

8. This agreement runs with the land and inures to the benefit of the parties, their heirs, successors and assigns. This may be executed in counterparts.

DATED: _____

JOBE REVOCABLE TRUST

By _____
Joseph H. Jobe, Co-Trustee

By _____
Shirley A. Jobe, Co-Trustee

DATED: _____

Mark J. Jobe

Stephanie A. Jobe

DATED: June 25, 1997

JENSEN FAMILY TRUST

David Bark

By _____
John Schaller, Trustee

Diane Bark
Diane Bark

Claudia Bark

The parties agree that each shall pay its own costs of obtaining permits, developing property and of making any roadway improvements required by the issuance of a building permit for the construction of a single-family residence, except however, if prior to January 1, 2007, either party is required, as a condition of obtaining a residential building permit to construct the third or fourth residence served by the roadway, to upgrade the roadway from its current status as a driveway serving two single-family residences only, the other party, its heirs, successors or assigns, shall pay fifty percent (50%) of the cost actually incurred to construct such improvements as are required to upgrade the road, up to a total maximum contribution of Fifteen Thousand Dollars (i.e., one-half of Thirty Thousand Dollars). The party building the residence shall pay all costs of required roadway improvements in excess of Thirty Thousand Dollars.

8. This agreement runs with the land and inures to the benefit of the parties, their heirs, successors and assigns. This may be executed in counterparts.

3906021961

DATED: _____

JOBE REVOCABLE TRUST

By _____
Joseph H. Jobe, Co-Trustee

By _____
Shirley A. Jobe, Co-Trustee

DATED: _____

Mark J. Jobe

Stephanie A. Jobe

DATED: _____

JENSEN FAMILY TRUST

David Bark

By _____
John Schaller, Trustee

Diane Bark

Claudia Bark

The parties agree that each shall pay its own costs of obtaining permits, developing property and of making any roadway improvements required by the issuance of a building permit for the construction of a single-family residence, except however, if prior to January 1, 2007, either party is required, as a condition of obtaining a residential building permit to construct the third or fourth residence served by the roadway, to upgrade the roadway from its current status as a driveway serving two single-family residences only, the other party, its heirs, successors or assigns, shall pay fifty percent (50%) of the cost actually incurred to construct such improvements as are required to upgrade the road, up to a total maximum contribution of Fifteen Thousand Dollars (i.e., one-half of Thirty Thousand Dollars). The party building the residence shall pay all costs of required roadway improvements in excess of Thirty Thousand Dollars.

9906021961

8. This agreement runs with the land and inures to the benefit of the parties, their heirs, successors and assigns. This may be executed in counterparts.

DATED: _____

JOBE REVOCABLE TRUST

By _____
Joseph H. Jobe, Co-Trustee

By _____
Shirley A. Jobe, Co-Trustee

DATED: _____

Mark J. Jobe

Stephanie A. Jobe

DATED: _____

JENSEN FAMILY TRUST

David Bark

By _____
John Schaller, Trustee

Diane Bark

Claudia Bark

Claudia Bark

The parties agree that each shall pay its own costs of obtaining permits, developing property and of making any roadway improvements required by the issuance of a building permit for the construction of a single-family residence, except however, if prior to January 1, 2007, either party is required, as a condition of obtaining a residential building permit to construct the third or fourth residence served by the roadway, to upgrade the roadway from its current status as a driveway serving two single-family residences only, the other party, its heirs, successors or assigns, shall pay fifty percent (50%) of the cost actually incurred to construct such improvements as are required to upgrade the road, up to a total maximum contribution of Fifteen Thousand Dollars (i.e., one-half of Thirty Thousand Dollars). The party building the residence shall pay all costs of required roadway improvements in excess of Thirty Thousand Dollars.

B. This agreement runs with the land and inures to the benefit of the parties, their heirs, successors and assigns. This may be executed in counterparts.

9906021961

DATED: 25 June 1997

JOBE REVOCABLE TRUST

By Joseph H. Jobe
Joseph H. Jobe, Co-Trustee

By Shirley A. Jobe
Shirley A. Jobe, Co-Trustee

DATED: _____

Mark J. Jobe
Mark J. Jobe

Stephanie A. Jobe
Stephanie A. Jobe

DATED: _____

JENSEN FAMILY TRUST

David Bark

By John Schaller, Trustee

Diane Bark

Claudia Bark

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

THIS IS TO CERTIFY that on this ___ day of _____, 1997, before me, a Notary Public, in and for the State of Washington, duly commissioned and sworn, came Joseph H. Jobe and Shirley A. Jobe, personally known or having presented satisfactory evidence to be the Co-Trustees of the Jobe Revocable Trust, the Trust that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said document.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
Expiration date: _____

9906021961

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

THIS IS TO CERTIFY that on this ___ day of _____, 1997, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Mark J. Jobe and Stephanie A. Jobe, husband and wife, personally known or having presented satisfactory evidence to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

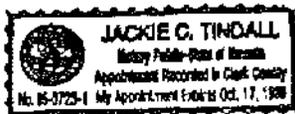
WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
Expiration date: _____

NEVADA
STATE OF WASHINGTON)
) ss
COUNTY OF KING CLARK)

THIS IS TO CERTIFY that on this 26th day of JUNE, 1997, before me, a Notary Public, in and for the State of Washington, duly commissioned and sworn, came John Schaller, personally known or having presented satisfactory evidence to be the Trustee of the Jensen Family Trust, the Trust that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said document.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

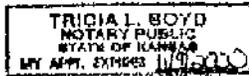


Jackie C. Tindall
Print Name: JACKIE C. TINDALL
Notary Public in and for the State of
Nevada, residing at BOULDER CITY, NV
Expiration date: 10-17-99

STATE OF Kansas)
~~WASHINGTON~~) ss
COUNTY OF ~~SPRING~~ Douglas)

THIS IS TO CERTIFY that on this 1st day of July, 1997, before me, a Notary Public, in and for the State of ~~Washington~~ Kansas, duly commissioned and sworn, came Claudia Bark, personally known or having presented satisfactory evidence to be the individual described in and who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said document.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Tricia L. Boyd
Print Name: TRICIA L. BOYD
Notary Public in and for the State of Kansas, residing at Lawrence, KS
Expiration date: 11/9/2000

9906021961

STATE OF WASHINGTON)
COUNTY OF KING) ss

THIS IS TO CERTIFY that on this _____ day of _____, 1997, before me, a Notary Public, in and for the State of Washington, duly commissioned and sworn, came David Bark, personally known or having presented satisfactory evidence to be the individual described in and who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said document.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name _____
Notary Public in and for the State of _____
Washington, residing at _____
Expiration date: _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

THIS IS TO CERTIFY that on this _____ day of _____, 1997, before me, a Notary Public, in and for the State of Washington, duly commissioned and sworn, came Diane Bark, personally known or having presented satisfactory evidence to be the individual described in and who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said document.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name _____
Notary Public in and for the State of _____
Washington, residing at _____
Expiration date: _____

STATE OF WASHINGTON |
| ss
COUNTY OF KING |

THIS IS TO CERTIFY that on this ____ day of _____, 1997, before me, a Notary Public, in and for the State of Washington, duly commissioned and sworn, came Claudia Bark, personally known or having presented satisfactory evidence to be the individual described in and who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said document.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
Expiration date: _____

9906021961

STATE OF WASHINGTON |
| ss
COUNTY OF KING |

THIS IS TO CERTIFY that on this 24th day of June, 1997, before me, a Notary Public, in and for the State of Washington, duly commissioned and sworn, came David Bark, personally known or having presented satisfactory evidence to be the individual described in and who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said document.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
Expiration date: _____

STATE OF WASHINGTON |
| ss
COUNTY OF KING |

THIS IS TO CERTIFY that on this ____ day of _____, 1997, before me, a Notary Public, in and for the State of Washington, duly commissioned and sworn, came Diane Bark, personally known or having presented satisfactory evidence to be the individual described in and who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said document.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
Expiration date: _____

STATE OF WASHINGTON }
COUNTY OF KING } ss

THIS IS TO CERTIFY that on this ___ day of _____, 1997, before me, a Notary Public, in and for the State of Washington, duly commissioned and sworn, came Claudia Bark, personally known or having presented satisfactory evidence to be the individual described in and who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said document.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
Expiration date: _____

9906021961

STATE OF WASHINGTON }
COUNTY OF KING } ss

THIS IS TO CERTIFY that on this ___ day of _____, 1997, before me, a Notary Public, in and for the State of Washington, duly commissioned and sworn, came David Bark, personally known or having presented satisfactory evidence to be the individual described in and who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said document.

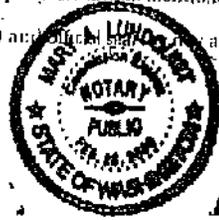
WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
Expiration date: _____

STATE OF WASHINGTON }
COUNTY OF KING } ss

THIS IS TO CERTIFY that on this 25 day of June, 1997, before me, a Notary Public, in and for the State of Washington, duly commissioned and sworn, came Diane Bark, personally known or having presented satisfactory evidence to be the individual described in and who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said document.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Print Name: Mary A. Lundquist
Notary Public in and for the State of
Washington, residing at Redmond
Expiration date: 2/25/2000

ACCESS EASEMENT

The south 0.50 feet of the northeast quarter and the north 50.50 feet of the southeast quarter of Section 29, Township 25 North, Range 8 East, Willamette Meridian in King County, Washington, lying westerly of East Lake Sammamish Parkway N.E. and easterly of the Northern Pacific Railroad Right of Way.

9906021961

The "Jensen Family Trust Property" includes:

MM *- 0340 photo 266*
Lots 17 through 21, of block 6, Plat of Inglewood, recorded in Volume 3, Page 169 of Plats, records of King County, Washington.

The south 125 feet of the northeast quarter of Section 29, Township 25 North, Range 8 East, Willamette Meridian, in King County, Washington, lying westerly of the Northern Pacific right of way. ?

1961209063

The "Jobe Revocable Trust Property" includes:

Lots 13 through 17 and Lots 21 and 22 of Block 5, Plat of Inglewood, recorded in Volume 3, Page 169 of Plats, records of King County, Washington.

The "Mark Jobe Property" includes:

Lots 11 and 12 of Block 5, Plat of Inglewood, recorded in Volume 3, Page 169 of Plats, records of King County, Washington.

9906021961

After Recording Return To:

*reworked
in oit.*

EASEMENT FOR UTILITIES

9906021961

This EASEMENT FOR UTILITIES agreement is made with reference to the following facts:

A. _____ ("Grantor") is the owner of the property legally described on Exhibit "A". (Tax Parcel No. _____)

Hereafter referenced as Grantor's Property

B. _____ ("Grantee") is the owner of the property legally described as follows:

Lots 11-17, and Lots 21 and 22, Block 5, Inglewood Addition Plat,
Vol 3 of Plats, page 169, records of King County, Washington

Hereafter referenced as Grantee's Property.

Grantor, in accordance with the terms of an option agreement, and for good and valuable consideration, hereby conveys the following easement to Grantee:

1. EASEMENT.

1.1 Grantor hereby conveys and grants to Grantee a non-exclusive perpetual easement for underground utilities over, under and across that portion of Parcel "A" (i) adjacent to and/or along the paved roadway, and (ii) which is the minimum width necessary to comply with applicable law or requirements of the utility providing the service. If for reasons of topography it is reasonably necessary to bury some or all of the utility under the paved roadway, the easement may extend the minimum width necessary into the roadway. Grantee shall promptly repair any damage to the roadway caused by the installation of the utility.

1.2 Grantor also conveys to Grantee, in conjunction with the conveyance of the utility easement, a non-exclusive perpetual easement of sufficient width to allow the installation.

After Recording Return To:
Rodgers Deutsch & Turner
3 Lake Bellevue Drive, #100
Bellevue, WA 98005

19991828001469
PAGE 001 OF 006
10/28/1999 15:07
KING COUNTY, WA
S MICHAEL ROOD EAS 12.00

COVER SHEET

DOCUMENT TITLE: Easement for Utilities

GRANTOR(S): Jensen Family Trust, John Schaller Co-Trustee

GRANTEES: 1. Joseph H. Jobe and Shirley A. Jobe, Co-Trustees of the Jobe Revocable Trust
2. Mark J. Jobe and Stephanie A. Jobe, husband and wife

LEGAL DESCRIPTION: THE SOUTH 0.50 FEET OF THE NORTHEAST QUARTER AND THE NORTH 50.50 FEET OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 25 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON, AS FURTHER DESCRIBED ON EXHIBIT "A".

ASSESSOR'S PROPERTY TAX PARCEL NO: Unknown. (The property is a portion of a vacated roadway.)

AFTER RECORDING RETURN TO:

Jerry Satchell DARYL A. DEUTSCH
P.O. Box 21046 THREE LAKE BELL DR. #100
Seattle, WA 98111-3046 BELLEVUE WA 98005

EASEMENT FOR UTILITIES

This EASEMENT FOR UTILITIES agreement is made with reference to the following facts:

- A. The Jensen Family Trust ("Grantor") is the owner of the property legally described on Exhibit "A." Hereafter referenced as Grantor's Property.
- B. Joseph H. Jobe and Shirley A. Jobe, Co-Trustees of the Jobe Revocable Trust, dated June 3, 1988, and Mark J. Jobe and Stephanie A. Jobe, husband and wife, ("Grantee") are the owners of the property legally described as follows:

Lots 11-17, and Lots 21 and 22, Block 5, Inglewood Addition Plat,
Vol. 3 of Plats, page 169, records of King County, Washington.

Hereafter referenced as Grantee's Property.

Grantor, in accordance with the terms of an option agreement, and for good and valuable consideration, hereby conveys the following easement to Grantee:

1. EASEMENT.

1.1 Grantor hereby conveys and grants to Grantee a non-exclusive perpetual easement for underground utilities over, under and across that portion of parcel "A" (i) adjacent to and/or along the paved roadway, and (ii) which is the minimum width necessary to comply with applicable law or requirements of the utility providing the service. If for reasons of topography it is reasonably

necessary to bury some or all of the utility under the paved roadway, the easement may extend the minimum width necessary into the roadway. Grantee shall promptly repair any damage to the roadway caused by the installation of the utility.

1.2 Grantor also conveys to Grantee, in conjunction with the conveyance of the utility easement, a non-exclusive perpetual easement of sufficient width to allow the installation, construction, maintenance and repair of utilities within the easement.

2. **APPURTENANT EASEMENT.** The easements granted herein shall be for the benefit of, and appurtenant to, Grantee's Property. This agreement shall run with the land, and shall be binding upon the heirs, successors and assigns of the parties herein.

GRANTOR

GRANTEE

Jensen Family Trust

Jobe Revocable Trust

By *John Schaller*
John Schaller, Co-Trustee
Dated: August 24, 1999

By *Joseph H. Jobe*
Joseph H. Jobe, Co-Trustee
Dated: _____

by *Shirley A. Jobe*
Shirley A. Jobe, Co-Trustee

Mark J. Jobe
Mark J. Jobe, Individually

Stephanie A. Jobe, Individually



Nevada (JR)
STATE OF WASHINGTON)
Clark (JR)) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that John Schaller is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as a Co-Trustee of the Jensen Family Trust to be the free and voluntary act and deed for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 24th day of August, 1999.



James A Rinne
Print Name James A Rinne
NOTARY PUBLIC in and for the State of
Nevada, residing at Boulder City, Nev
My commission expires 10-31-00

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Joseph H. Jobe and Shirley A. Jobe are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as Co-Trustees of the Jobe Trust to be the free and voluntary act and deed for the uses and purposes mentioned in this instrument.

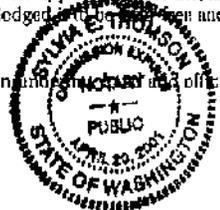


GIVEN under my hand and official seal this 2nd day of September, 1999.

Sylvia E. Thomson
Print Name SYLVIA E. THOMPSON
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue
My commission expires 4-20-01

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mark J. Jobe and Stephanie A. Jobe are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as Co-Trustees of the Jobe Trust to be the free and voluntary act for the uses and purposes mentioned in this instrument.



GIVEN under my hand and official seal this 3rd day of Sept., 1999.

Sylvia E. Thomson
Name (typed or printed) SYLVIA E. THOMPSON
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue
My appointment expires: 4-20-01

G:\VERS\L&S\MARK\JENSEN\FAM TRSU\UTILITY.EAS

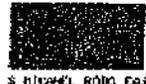


EXHIBIT "A"

SMK
The south 0.50 feet of the northeast quarter and the north 50.50 feet of the southeast quarter of Section 29, Township 25 North, Range 6 East, Willamette Meridian in King County, Washington, lying westerly of East Lake Sammamish Parkway N.E. and easterly of the Northern Pacific Railroad Right of Way.

19991020081469
PAGE 005 OF 005
10-28-1999 15:57
KING COUNTY, WA

Recording Requested By And
When Recorded Mail To:

King County
Water and Lands Resources Division
Open Space Acquisitions Unit
201 South Jackson Street, Suite 600
Seattle, WA 98104



**DEED OF RIGHT TO USE LAND
FOR PUBLIC RECREATION PURPOSES**

Grantor [Seller]: King County, a political subdivision of the State of Washington

Grantee [Buyer]: The State of Washington.

Legal Description (abbreviated): Lots 1-4 & 18-58, Blk 9, Lots 36-40, Blk 7, Vac. Illinois Ave adjoining Blks 6, 7 and 9, Lots 1-10 & 17-27, Blk 6 & vac. St. adj., AND Lots 11-16 Blk 6, Inglewood, Vol. 3, pg. 169,

Additional legal(s) on Page 4-5.

Assessor's Tax Parcel ID#: 357530-0591, 357530-0592, 357530-0460, 357530-0365, 357530-0260, 357530-0340, and 357530-0370.

Project [Area]: Lake Wilderness Trail Conversion.

The Grantor, King County, for and in consideration of monies coming in whole or in part from the Outdoor Recreation Account of the General Fund of the State of Washington and in fulfillment of terms of the Project Agreement identified below, conveys and grants to the State of Washington individually and as the representative of all the people of the State, the right to use the real property described below forever for the outdoor recreation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Interagency Committee for Outdoor Recreation entitled Lake Wilderness Trail Project Number 80-052A signed by the Grantor on the 26th day of March, 1980 and by the Interagency Committee on the 11th day of March, 1980 and the application and supporting materials which are on file with the Grantor and the state in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for public outdoor recreation herein granted unless the state, through the Interagency Committee for Outdoor Recreation or its successors, consents to the inconsistent use, which consent shall be granted only upon conditions which will ensure that other outdoor recreation land of at least equal fair market value at the time of change of use and of nearly as feasible equivalent usefulness and location for the public

T
LeP

Deed of Right to Use Land for Public Recreation Purposes

recreation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 79A.25.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 79A.25.100 reads as follows:

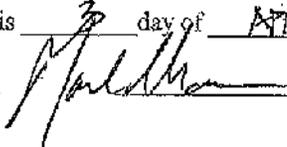
"Marine recreation land with respect to which money has been expended under RCW 43.99.080 (recodified as RCW 79A.25.080) shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

The real property covered by this deed is described as follows:

ATTACHMENT "A", by this reference incorporated hereto and made a part hereof.

This deed shall in no way modify or extinguish the function of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 3 day of April, 2006

BY: 

Deed of Right to Use Land for Public Recreation Purposes

ATTACHMENT "A"

BARK-JENSEN:

PARCEL A:

Lots 1 through 4, inclusive, and Lots 18 through 58, inclusive, all in Block 9, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington;

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

PARCEL B:

That portion of Lots 36 through 40, Block 7, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No.2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

PARCEL C:

All that portion of Illinois Avenue (also known as 202nd Avenue Northeast) as shown and dedicated to the public in Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Southwesterly of a line located 30 feet (measured perpendicularly to) Southwesterly of and parallel with the centerline of East Lake Sammamish Parkway Northeast, as vacated in King County Superior Court Cause Number 91-2-20802-6;

PARCEL D:

That portion of Lots 1 through 10 and 17 through 27, Block 6, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111;

Deed of Right to Use Land for Public Recreation Purposes

AND EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 625790, 983353, 983354 and 983355;

AND EXCEPT that portion condemned for road in King County Superior Court Cause Number 106364;

AND EXCEPT those portions reserved for road by King County in deeds recorded under Recording numbers 860989 and 2957937;

TOGETHER WITH those portions of vacated Ash Street (Northeast 16th Street) and Depot Street adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

PARCEL E:

That portion of Lots 11 through 16, Block 6, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2);

EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 983354 and 983356;

AND EXCEPT that portion reserved for road in deed recorded under Recording Number 796006;

TOGETHER WITH that portion of vacated Ash Street (Northeast 16th Street) adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

PARCEL F:

That portion of the South 50 feet of Government Lot 2, in Section 29, Township 25 North, Range 6 East, W.M., in King County, Washington, lying West of Issaquah-Redmond Road;

EXCEPT any portion lying Westerly of the Easterly margin of the Northern Pacific Railway Company right of way.

357530-0365-02

SUBDIVISION GUARANTEE

Guarantee No.: G-6329-000007869

Fee: \$500.00

Order No.: 01148-52095

Dated: January 08, 2016

Issued by

STEWART TITLE GUARANTY COMPANY

Stewart Title Guaranty Company (the "Company"), guarantees the County of King and any City within which said subdivision is located in a sum not exceeding \$1,000.00 that, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision, the only parties having any record title interest in said land whose signatures are necessary, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map as referred to in the guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:



Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188
Agent ID: 470047



Denise Carraux
Secretary

Guarantee
Serial No.

G-6329-000007869

In writing this company please address it at P.O. Box 2029, Houston, Texas 77252, and refer to the printed Serial Number.

SUBDIVISION GUARANTEE

Prepared by:
Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188

Order Number: 01148-52095

Guarantee No.: G-6329-000007869

Effective Date: January 08, 2016 at 8:00 am

Customer Reference: Inglewood/Lake Sammamish

Premium: \$500.00
Sales Tax: \$47.50
Total: \$547.50

OWNERS: King County, a political subdivision of the State of Washington

LEGAL DESCRIPTION:

SEE EXHIBIT A ATTACHED HERETO

SUBJECT TO:

1. The property herein described is carried on the 2016 tax rolls as exempt; however, it will become taxable from the date of transfer to a taxable entity and subject to the lien of real property taxes for prior years, if any.

Tax Account No.: 357530-0365-02

Special charges for the year 2016 for said account number are not yet available nor payable until February 15, 2016.

Special charges for the year 2015 billed under said account number have been paid in full in the amount of \$219.88.

Note: King County Treasurer, 500 4th Avenue, 6th Floor Admin. Bldg., Seattle, WA 98104 (206) 296-7300
Web Address: <http://webapp.metrokc.gov/kctaxinfo/>.

2. Liability for sewer treatment capacity charges that may be assessed but not disclosed in the public records. Please contact the King County Capacity Charge Department for further information at 206-296-1450.
3. Notice of Water/Sewer Connection Charges, filed by Sammamish Plateau Water and Sewer District, and the terms and conditions thereof, but not limited to possible assessments recorded under Recording No(s). 20141201000778, 20150824000615, 20150824000616 and 20150824000617.
4. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review.
5. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.

6. Covenants, conditions, restrictions and easements, if any, in declaration of restrictions, and any amendments thereto:

Recorded: May 16, 1990
Recording No.: 9005161176

7. Terms and Conditions of the following:

Type of Document: Deed of Right to Use Land for Public Recreation Purposes
Recorded: April 5, 2006
Recording No.: 20060405001180
First Party: King County, a political subdivision of the State of Washington
Second Party: The State of Washington
(Includes other property)

8. Recording Number of the vesting deed herein is 20020906000899.
(Includes other property)

9. Name and address of the taxpayer herein, according to King County Tax Rolls:

King County - Parks
201 South Jackson Street #700
Seattle, WA 98104

ps

SUBDIVISION GUARANTEE

Order Number: 01148-52095

Guarantee No.: G-6329-000007869

This Guarantee and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of or opinion as to the sufficiency or effect of the matters shown, or opinion as to the marketability of title to the land.

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of Lot 22, Block 6, Inglewood, according to the plat thereof recorded in Volume 3 of Plats, page 169, records of King County, Washington, lying Easterly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 3051111.

Sammamish Plateau Water and Sewer Dist
1510 - 228th Avenue SE
Sammamish, WA 98075



20141201000778

SAMMAMISH PLAT N
PAGE-001 OF 002
12/01/2014 09:18
KING COUNTY, WA

73.00

NOTICE OF ADOPTION OF CONNECTION CHARGE
REGULAR SEWER LOCAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 - 228th Avenue SE
Sammamish, WA 98075

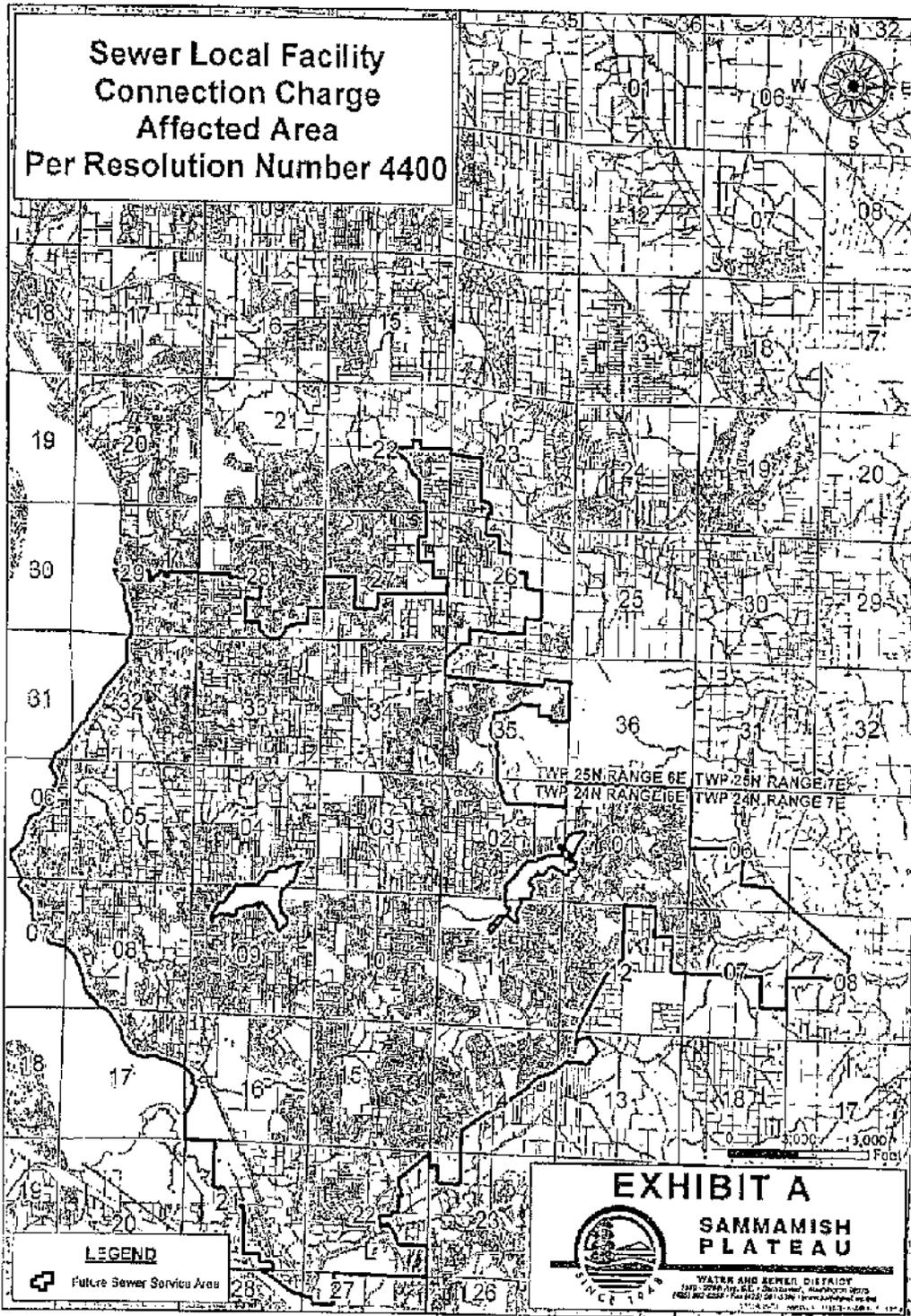
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on September 2, 2014 approved a Regular Sewer Local Facility Connection Charge by the adoption of Resolution Number 4400, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's sewer system.



Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



20150824000615

SAMMAMISH PLAT N 73.00
PAGE-001 OF 002
08/24/2015 08:40
KING COUNTY, WA

NOTICE OF ADOPTION OF CONNECTION CHARGE
REGULAR WATER LOCAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

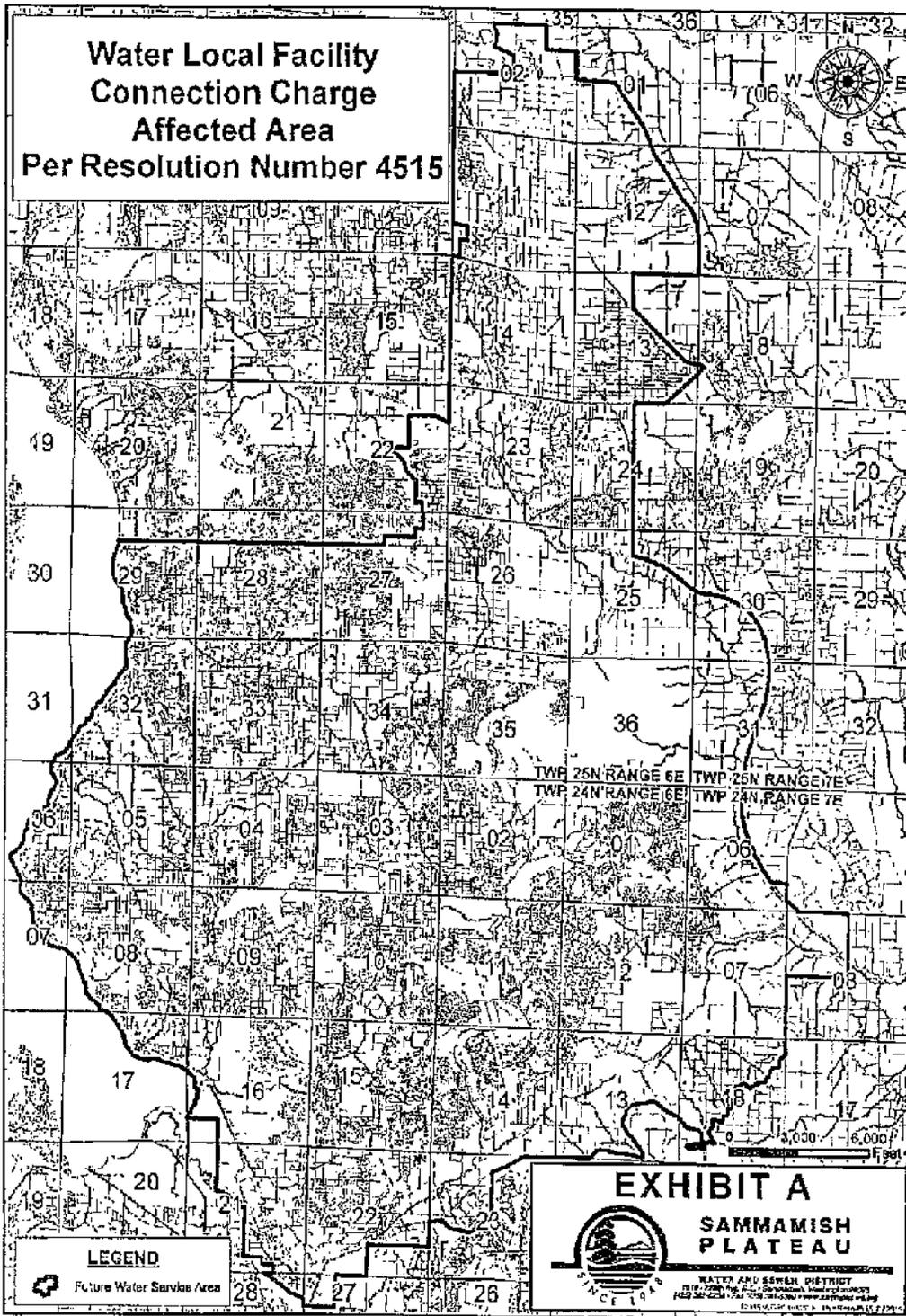
Grantee(s): The Public

Legal Description: Section _____, Township __ North, Range ___ East
Additional legal description is on page(s) 2 of document in the form
of a map.

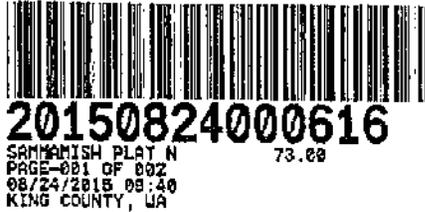
Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved a Regular Water Local Facility Connection Charge by the adoption of Resolution Number 4515, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's water system.



Sammamish Plateau Water and Sewer District
 1510 - 228th Avenue SE
 Sammamish, WA 98075



NOTICE OF ADOPTION OF CONNECTION CHARGE
 SEWER GENERAL FACILITY CHARGES FOR
 SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
 1510 - 228th Avenue SE
 Sammamish, WA 98075

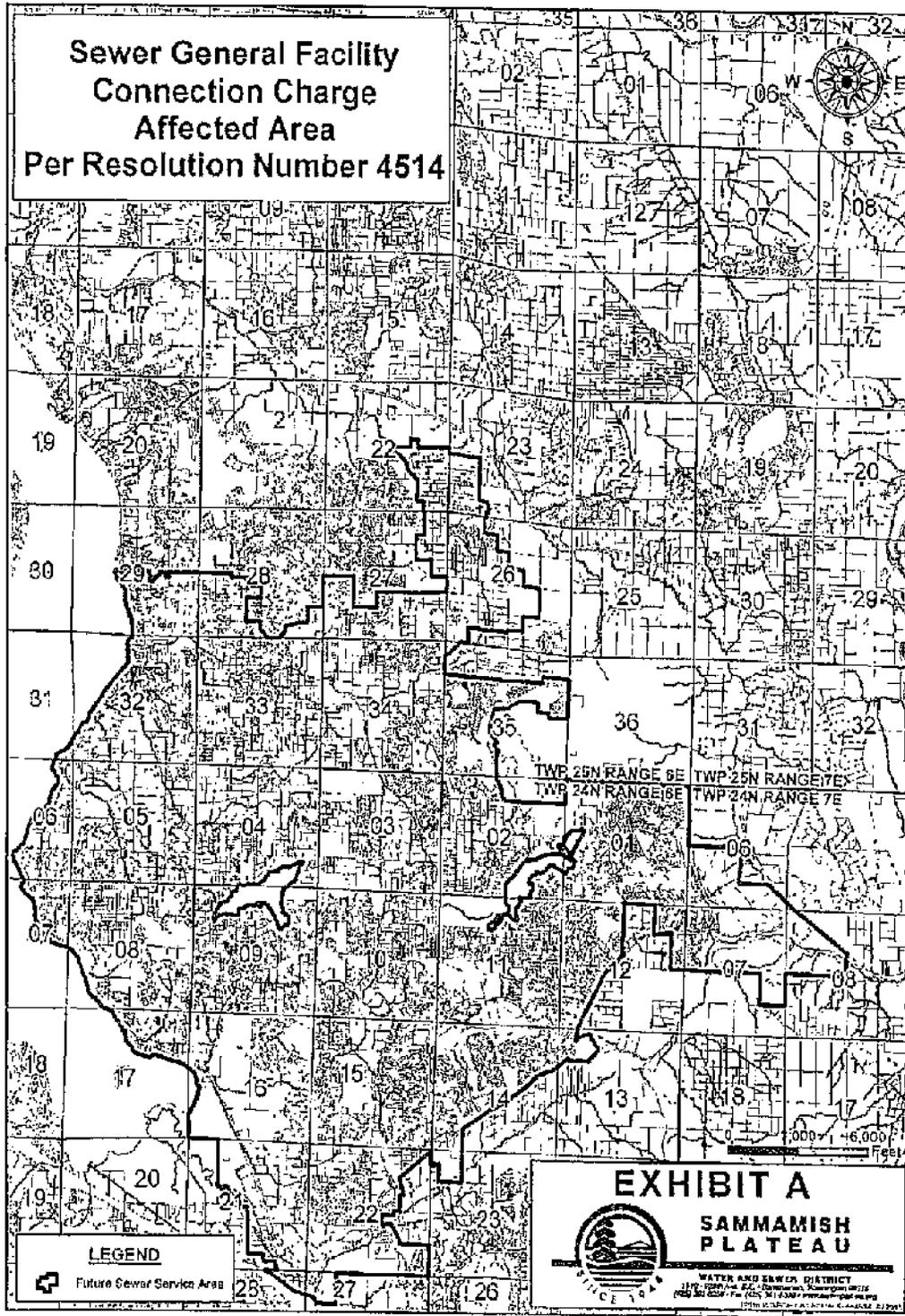
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
 Additional legal description is on page(s) 2 of document in the form
 of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved Sewer General Facility Connection Charges by the adoption of Resolution Number 4514 affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's sewer system.



Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



20150824000617

SAMMAMISH PLAT N 73.00
PAGE-001 OF 002
08/24/2015 09:40
KING COUNTY, WA

NOTICE OF ADOPTION OF CONNECTION CHARGE
WATER GENERAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

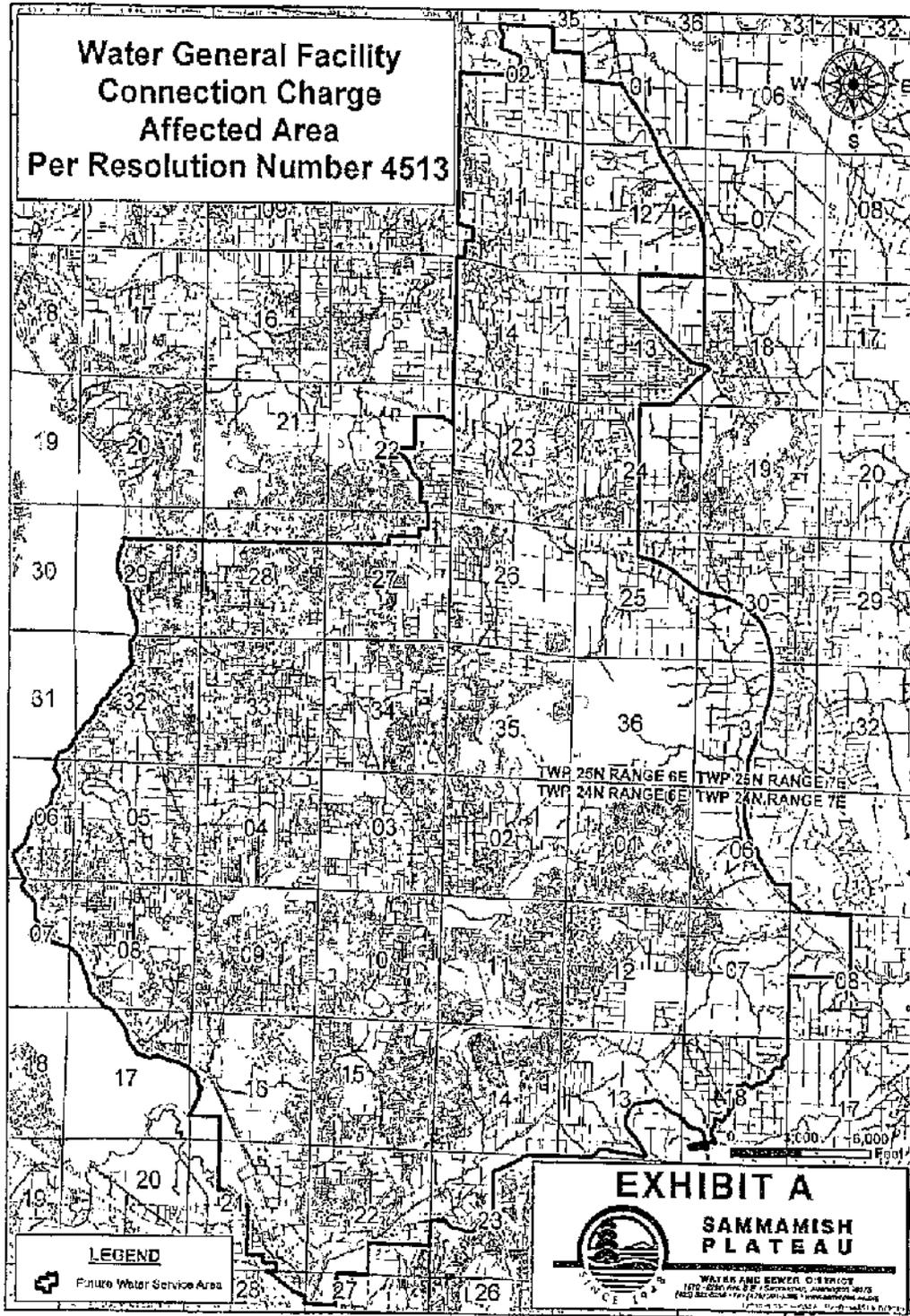
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved Water General Facility Connection Charges by the adoption of Resolution Number 4513, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's water system.



12-

INGLEWOOD BEACH CLUB INCORPORATED
BYLAWS

90/05/16
REC'D F
REC'FEE 2.00
CASHSL
RECEIVED THIS DAY
#117 B
MAY 16 3 01 PM '90
\$12.00
55

ARTICLE 1, MEMBERSHIP

- 1.1) Membership Boundary
Membership in the Inglewood Beach Club, Inc. is open to the following: Owners or contract purchasers of property located in the Plat of Inglewood, as recorded in Volume 3 of Flats, Page 169, Records of King County, Washington.
- 1.2) Member Status
Households having returned a signed membership certificate and paid the current years dues shall be referred to as a "member" entitled to one vote.
- 1.3) Member Removal
Any member of the corporation may be removed by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees. Notice of such proposed removal must be given to the member sought to be removed by registered mail prior to the meeting at which the removal is to be voted upon.

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ARTICLE 2, MANAGEMENT

- 2.1) Trustees
The business and property of the Inglewood Beach Club, Inc. shall be managed by a board of five trustees. Within a reasonable time after their election, the members of the Board of Trustees shall elect from their number the following officers: President, Vice-President, Secretary, Treasurer, or Secretary/Treasurer. All such officers shall be Officers of the Corporation.
- 2.2) Election Process
The Trustees of the Corporation shall be elected from the membership by a vote of a majority of those present at the annual meeting of the membership.
- 2.3) Term
The term of office of the Trustees of the Corporation shall be for twelve months, October 1 to September 30. A three-month training period shall precede the term of office, July 1 to September 30.
- 2.4) Meetings
The Board of Trustees of the Corporation shall hold an annual meeting of the membership in the spring of each year and such special meetings of the membership as the majority of the Trustees or the president of the Board of Trustees shall deem necessary.

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2.5) Voting

Each member of the Board of Trustees shall possess one vote in matters that come before the Board. Four Members of the Board of Trustees must be present for voting matters. Three votes shall be required to carry a motion. At any meeting of the membership of the Corporation, each member so present shall be entitled to one vote. A majority shall be required to carry a motion.

2.6) Trustee Removal

Any Trustee may be removed from office by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees. Notice of such proposed removal must be given to the Trustee sought to be removed by registered mail prior to the meeting at which the removal is to be voted upon. A Trustee shall be removed following two unexcused absences from meetings of the Board of Trustees.

2.7) Trustee Replacement

Any vacancy occurring on the Board of Trustees by reason of the death, resignation, or removal of a Trustee shall be filled by appointment by the remaining Trustees. Such appointee shall serve during the unexpired term of the Trustee whose position has become vacant.

2.8) Spending Limitation

The Board of Trustees shall limit their annual aggregate non-routine expenses, including but not limited to capital expenditures and legal expenses, to 25% of the prior years dues collections. Expenditures in excess of 25% must be approved by a two-thirds majority vote of paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members disclosing the amount and purpose of the proposed excess non-routine expenditures.

ARTICLE 3, DUTIES OF OFFICERS

3.1) President

The President of the Board of Trustees shall supervise all activities of the Corporation; execute all instruments in its behalf; preside at all meetings of the Board of Trustees and of the membership of the Corporation; call such meetings of the membership as may be deemed necessary, other than the annual meetings of the membership; and perform such other duties usually inherent in such an office.

3.2) Vice-President

The Vice-President of the Board of Trustees shall act in the President's absence, and perform other such tasks as the President may direct.

3.3) Secretary

It shall be the duty of the Secretary of the Board of Trustees to keep all records of the Board of Trustees and of the Corporation, and perform other acts as the President may direct.

3.4) Treasurer

The Treasurer shall receive and be accountable for all funds belonging to the Corporation; pay all obligations incurred by the Corporation when payment is authorized by the Board of Trustees; maintain bank accounts in depositories designated by the Board of Trustees; and render periodic financial reports. The offices of Secretary and Treasurer may be combined in one office at the discretion of the Board of Trustees.

ARTICLE 4, DUES AND ASSESSMENTS

4.1) Authorization

Dues and assessments must be authorized by the Bylaws. Changes in the annual dues amount and all special assessments must be authorized by a two-thirds majority vote of the paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members, disclosing the proposed dues amount or special assessment and the purpose for such action.

4.2) Liability for Assessments

Each Member shall deem to covenant and agree to pay a yearly assessment or charge in the spring of each year for the purpose of funding the Inglewood Beach Club, Inc. for the purposes specified in the Inglewood Beach Club Articles of Incorporation as approved by the Secretary of the State of Washington, June 24, 1965.

4.3) Initiation Fees

There shall be no initiation fees with respect to new members.

4.4) Effect of Non-Payment of Assessment

The Corporation reserves the right to suspend the enjoyment rights of any member in the beach, or other common property, for any period during which an assessment payable by the member remains unpaid.

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4.5) Exempt Property

The following property subject to this declaration shall be exempt from the assessment charges, and liens created herein:

- 4.5.1) All common properties owned by the Corporation.
- 4.5.2) All properties dedicated to public use.
- 4.5.3) All properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

ARTICLE 5, DISSOLUTION / SHARES PROGRAM

5.01)

The Inglewood Beach Club property (lots 14, 15, 16, 17, of block 4, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169, records of King County, Wa.) commonly known as "the Beach", is set aside in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

5.02)

The Inglewood Beach Club property (all that portion of lots 37, 38, 39, 40, and 1 (one), Block 52, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169, in King County, Wa, lying southwesterly of Inglewood Hill Road) commonly known as "the Triangle" is set aside in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

5.1) Dissolution

5.1.1)

Inglewood Beach Club Properties may be sold only if:
:Inglewood Beach Club financial failure is imminent, a majority of members sign consent to sell documents, and a majority of members present at a special meeting where all members have been notified by mail of the time and purpose of the meeting, vote to sell the Inglewood Beach club properties.

5.1.2)

Upon disbursement of Inglewood Beach Club assets, each member shall receive dissolution proceeds in proportion to the number of shares that have been awarded to the member as compared with the total number of shares awarded to all members during the previous five year period.

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5.2) Shares Program

5.2.1)

Award one share for each year of dues paid in the last 5 years.

5.2.2)

Award one share for each Annual Meeting attended in the last 5 years if the members dues have been paid.

5.2.3)

Award five shares for each year of service as a Trustee during the last 5 years. Shares shall be awarded to trustees only if Trustee performance has been satisfactory as determined by a majority vote of the other Trustees serving on the same board.

5.2.4)

All awarded shares are non-transferable and attach to the member property represented.

5.2.5)

Current property owners may be awarded shares for paying prior years dues subject to the conditions, such as interest and penalty, as determined by the then-current Board of Trustees.

5.2.6)

New property owners may be awarded shares for paying prior years dues without penalty or interest.

5.2.7)

Shares shall not be awarded for prior years dues payments once disbursement of Inglewood Beach Club assets is undertaken.

5.2.8)

All members may receive \$1.00 prior to the distribution of sale proceeds if it becomes legally expedient to do so.

ARTICLE 6, AMENDMENTS

6.1) Amendment Requirements

These Bylaws may be amended by a majority vote of the Corporation's members present at an annual or special meeting of the membership where written notice of the meeting discloses fully the content and purpose of such proposed amendment.

6.2) Amendment Submittals

Bylaw amendments may be submitted by either (1) the Board of Trustees, or (2) a member if submitted with 5 other member signatures, in time for publication in the Spring Newsletter or notice associated with a special meeting.

CERTIFICATE OF AMENDMENT

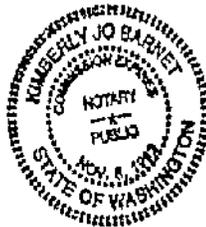
The undersigned, being all of the Trustees of the Inglewood Beach Club, Inc., hereby certify that the foregoing are the 3rd. amended Bylaws adopted at the annual meeting of the membership of said corporation the 18th. Day of April, 1990

President [Signature] Daniel M. Nelson
 Vice-President [Signature] Bruce M. Evans
 Treasurer Paula S. Niecestro Paula S. Niecestro
 Secretary Nan Gordon Nan Gordon
 Trustee Amy MacAuley Amy MacAuley ^{AM.}

State of Washington, County of King

Signed or attested before me on this 15th day of May 1990 by the Board of Trustees of the Inglewood Beach Club, Incorporated.

9005161176



Kimberly Jo Barnett

Notary Public in and for the State of Washington,

King County

For record at request of
 Club INGLEWOOD BEACH CLUB
 Address P/O BOX 753
Redmond, WA 98053

Recording Requested By And
When Recorded Mail To:

King County
Water and Lands Resources Division
Open Space Acquisitions Unit
201 South Jackson Street, Suite 600
Seattle, WA 98104



**DEED OF RIGHT TO USE LAND
FOR PUBLIC RECREATION PURPOSES**

Grantor [Seller]: King County, a political subdivision of the State of Washington

Grantee [Buyer]: The State of Washington.

Legal Description (abbreviated): Lots 1-4 & 18-58, Blk 9, Lots 36-40, Blk 7, Vac. Illinois Ave adjoining Blks 6, 7 and 9, Lots 1-10 & 17-27, Blk 6 & vac. St. adj., AND Lots 11-16 Blk 6, Inglewood, Vol. 3, pg. 169,

Additional legal(s) on Page 4-5.

Assessor's Tax Parcel ID#: 357530-0591, 357530-0592, 357530-0460, 357530-0365, 357530-0260, 357530-0340, and 357530-0370.

Project [Area]: Lake Wilderness Trail Conversion.

The Grantor, King County, for and in consideration of monies coming in whole or in part from the Outdoor Recreation Account of the General Fund of the State of Washington and in fulfillment of terms of the Project Agreement identified below, conveys and grants to the State of Washington individually and as the representative of all the people of the State, the right to use the real property described below forever for the outdoor recreation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Interagency Committee for Outdoor Recreation entitled Lake Wilderness Trail Project Number 80-052A signed by the Grantor on the 26th day of March, 1980 and by the Interagency Committee on the 11th day of March, 1980 and the application and supporting materials which are on file with the Grantor and the state in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for public outdoor recreation herein granted unless the state, through the Interagency Committee for Outdoor Recreation or its successors, consents to the inconsistent use, which consent shall be granted only upon conditions which will ensure that other outdoor recreation land of at least equal fair market value at the time of change of use and of nearly as feasible equivalent usefulness and location for the public

Deed of Right to Use Land for Public Recreation Purposes

recreation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 79A.25.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 79A.25.100 reads as follows:

"Marine recreation land with respect to which money has been expended under RCW 43.99.080 (recodified as RCW 79A.25.080) shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

The real property covered by this deed is described as follows:

ATTACHMENT "A", by this reference incorporated hereto and made a part hereof.

This deed shall in no way modify or extinguish the function of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 3 day of APRIL, 2006

BY: [Signature]

Deed of Right to Use Land for Public Recreation Purposes

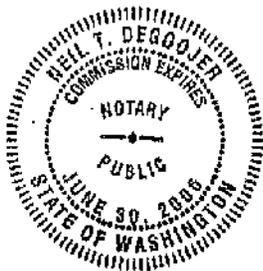
STATE OF WASHINGTON)

SS.

COUNTY OF KING)

THIS IS TO CERTIFY that on this 3 day of April, 2006, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Isaacson, to me personally known to be the Division Director of Water and Land Resources Division of King County, and that he/she executed the foregoing deed and acknowledged to me that he signed and sealed the same as the free and voluntary act and on oath stated that he was authorized to execute said instrument and that the seal affixed is the seal of said King County, Washington.

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



Neil T. DeGoojel

Neil T. DeGoojel
Printed Name

Notary Public in and for the State of Washington, residing
In King County.

My Commission Expires: 6/30/06

Deed of Right to Use Land for Public Recreation Purposes

ATTACHMENT "A"

BARK-JENSEN:

PARCEL A:

Lots 1 through 4, inclusive, and Lots 18 through 58, inclusive, all in Block 9, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington;

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

PARCEL B:

That portion of Lots 36 through 40, Block 7, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No.2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

PARCEL C:

All that portion of Illinois Avenue (also known as 202nd Avenue Northeast) as shown and dedicated to the public in Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Southwestarily of a line located 30 feet (measured perpendicularly to) Southwestarily of and parallel with the centerline of East Lake Sammamish Parkway Northeast, as vacated in King County Superior Court Cause Number 91-2-20802-6;

PARCEL D:

That portion of Lots 1 through 10 and 17 through 27, Block 6, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111;

Deed of Right to Use Land for Public Recreation Purposes

AND EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 625790, 983353, 983354 and 983355;

AND EXCEPT that portion condemned for road in King County Superior Court Cause Number 106364;

AND EXCEPT those portions reserved for road by King County in deeds recorded under Recording numbers 860989 and 2957937;

TOGETHER WITH those portions of vacated Ash Street (Northeast 16th Street) and Depot Street adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

PARCEL E:

That portion of Lots 11 through 16, Block 6, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2);

EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 983354 and 983356;

AND EXCEPT that portion reserved for road in deed recorded under Recording Number: 796006;

TOGETHER WITH that portion of vacated Ash Street (Northeast 16th Street) adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

PARCEL F:

That portion of the South 50 feet of Government Lot 2, in Section 29, Township 25 North, Range 6 East, W.M., in King County, Washington, lying West of Issaquah-Redmond Road;

EXCEPT any portion lying Westerly of the Easterly margin of the Northern Pacific Railway Company right of way.

357530-0370-05

SUBDIVISION GUARANTEE

Guarantee No.: G-6329-000007867

Fee: \$500.00

Order No.: 01148-52096

Dated: January 07, 2016

Issued by

STEWART TITLE GUARANTY COMPANY

Stewart Title Guaranty Company (the "Company"), guarantees the County of King and any City within which said subdivision is located in a sum not exceeding \$1,000.00 that, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision, the only parties having any record title interest in said land whose signatures are necessary, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map as referred to in the guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:



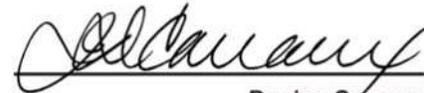
Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188
Agent ID: 470047



Denise Carraux
Secretary

Guarantee
Serial No.

G-6329-000007867

In writing this company please address it at P.O. Box 2029, Houston, Texas 77252, and refer to the printed Serial Number.

SUBDIVISION GUARANTEE

Prepared by:
Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188

Order Number: 01148-52096

Guarantee No.: G-6329-000007867

Effective Date: January 07, 2016 at 8:00 am

Customer Reference: Inglewood/Lake Sammamish

Premium: \$500.00
Sales Tax: \$47.50
Total: \$547.50

OWNERS: King County, a political subdivision of the State of Washington

LEGAL DESCRIPTION:

SEE EXHIBIT A ATTACHED HERETO

SUBJECT TO:

1. The property herein described is carried on the 2016 tax rolls as exempt; however, it will become taxable from the date of transfer to a taxable entity and subject to the lien of real property taxes for prior years, if any.

Tax Account No.: 357530-0370-05

Special charges for the year 2016 for said account number are not yet available nor payable until February 15, 2016.

Special charges for the year 2015 billed under said account number have been paid in full in the amount of \$219.87.

Note: King County Treasurer, 500 4th Avenue, 6th Floor Admin. Bldg., Seattle, WA 98104 (206) 296-7300

Web Address: <http://webapp.metrokc.gov/kctaxinfo/>.

2. Liability for sewer treatment capacity charges that may be assessed but not disclosed in the public records. Please contact the King County Capacity Charge Department for further information at 206-296-1450.
3. Notice of Water/Sewer Connection Charges, filed by Sammamish Plateau Water and Sewer District, and the terms and conditions thereof, but not limited to possible assessments recorded under Recording No(s). 20141201000778, 20150824000615, 20150824000616 and 20150824000617.
4. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review.
5. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.

6. Covenants, conditions, restrictions and easements, if any, in declaration of restrictions, and any amendments thereto:

Recorded: May 16, 1990
Recording No.: 9005161176

7. Easement and the terms and conditions thereof:

Grantee: Puget Sound Power & Light Co.
Purpose: Electric transmission system
Affects: A strip 15 feet in width parallel with and adjoining the West margin of East Lake Sammamish Parkway N. E. on said premises and other property
Recorded: December 1, 1994
Recording No.: 9412010277

8. Terms and Conditions of the following:

Type of Document: Deed of Right to Use Land for Public Recreation Purposes
Recorded: April 5, 2006
Recording No.: 20060405001180
First Party: King County, a political subdivision of the State of Washington
Second Party: The State of Washington
(Includes other property)

9. Recording Number of the vesting deed herein is 20020906000899.
(Includes other property)

10. Name and address of the taxpayer herein, according to King County Tax Rolls:

King County - Parks
201 South Jackson Street #700
Seattle, WA 98104

ps

SUBDIVISION GUARANTEE

Order Number: 01148-52096

Guarantee No.: G-6329-000007867

This Guarantee and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of or opinion as to the sufficiency or effect of the matters shown, or opinion as to the marketability of title to the land.

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of Lots 11 through 16, Block 6, Inglewood, according to the plat thereof recorded in Volume 3 of Plats, page 169, records of King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway N. E. (Issaquah-Redmond Road Revision No. 2);

Except those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 983354 and 983356;

And except that portion reserved for road by King County in deed recorded under Recording Number 769006;

And together with that portion, if any, of vacated Ash Street (N. E. 16th Street) adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

Sammamish Plateau Water and Sewer Dist
1510 – 228th Avenue SE
Sammamish, WA 98075



20141201000778

SAMMAMISH PLAT N
PAGE-001 OF 002
12/01/2014 09:18
KING COUNTY, WA

NOTICE OF ADOPTION OF CONNECTION CHARGE
REGULAR SEWER LOCAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

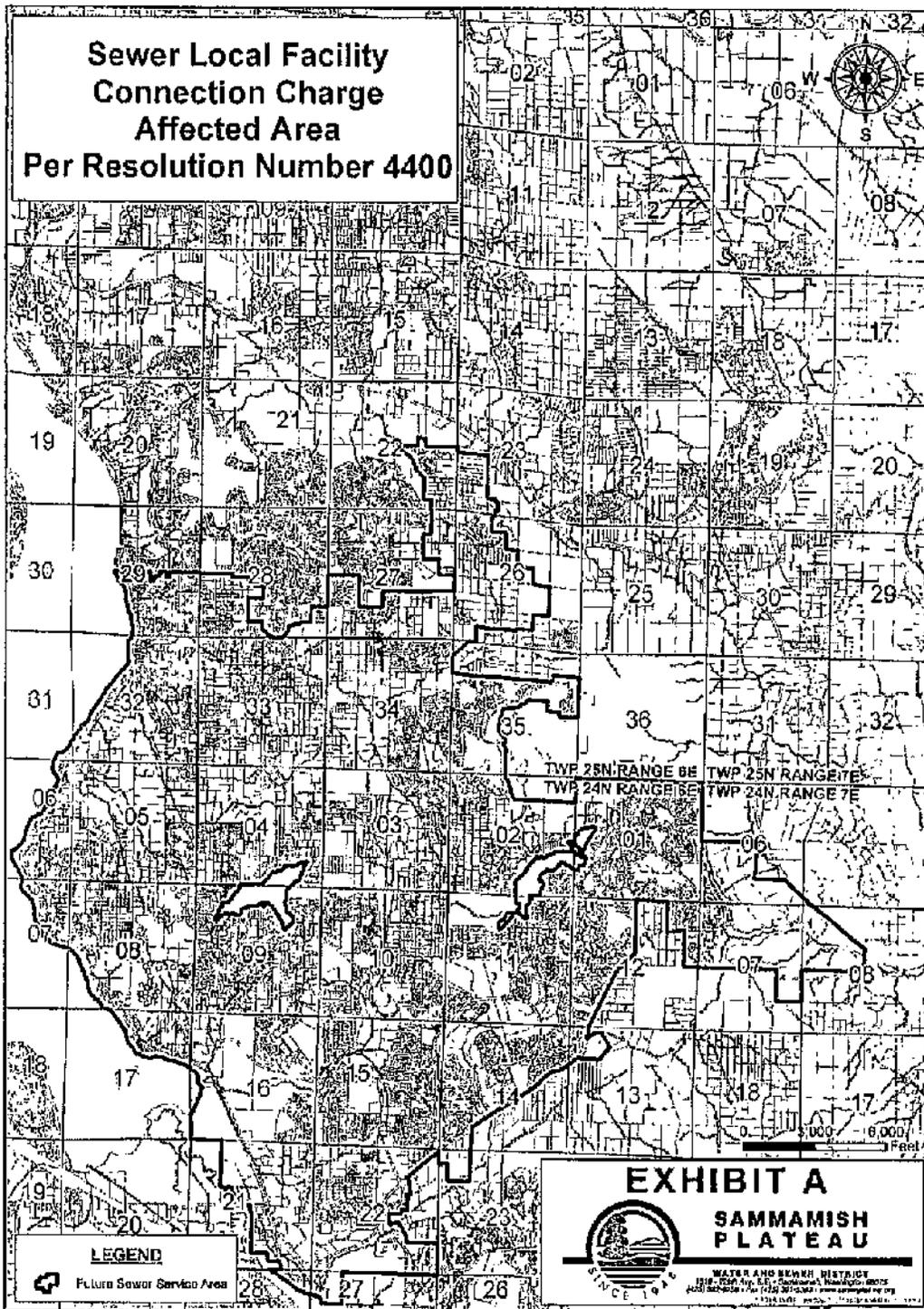
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

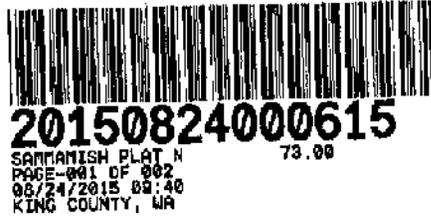
Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on September 2, 2014 approved a Regular Sewer Local Facility Connection Charge by the adoption of Resolution Number 4400, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's sewer system.



Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



NOTICE OF ADOPTION OF CONNECTION CHARGE
REGULAR WATER LOCAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
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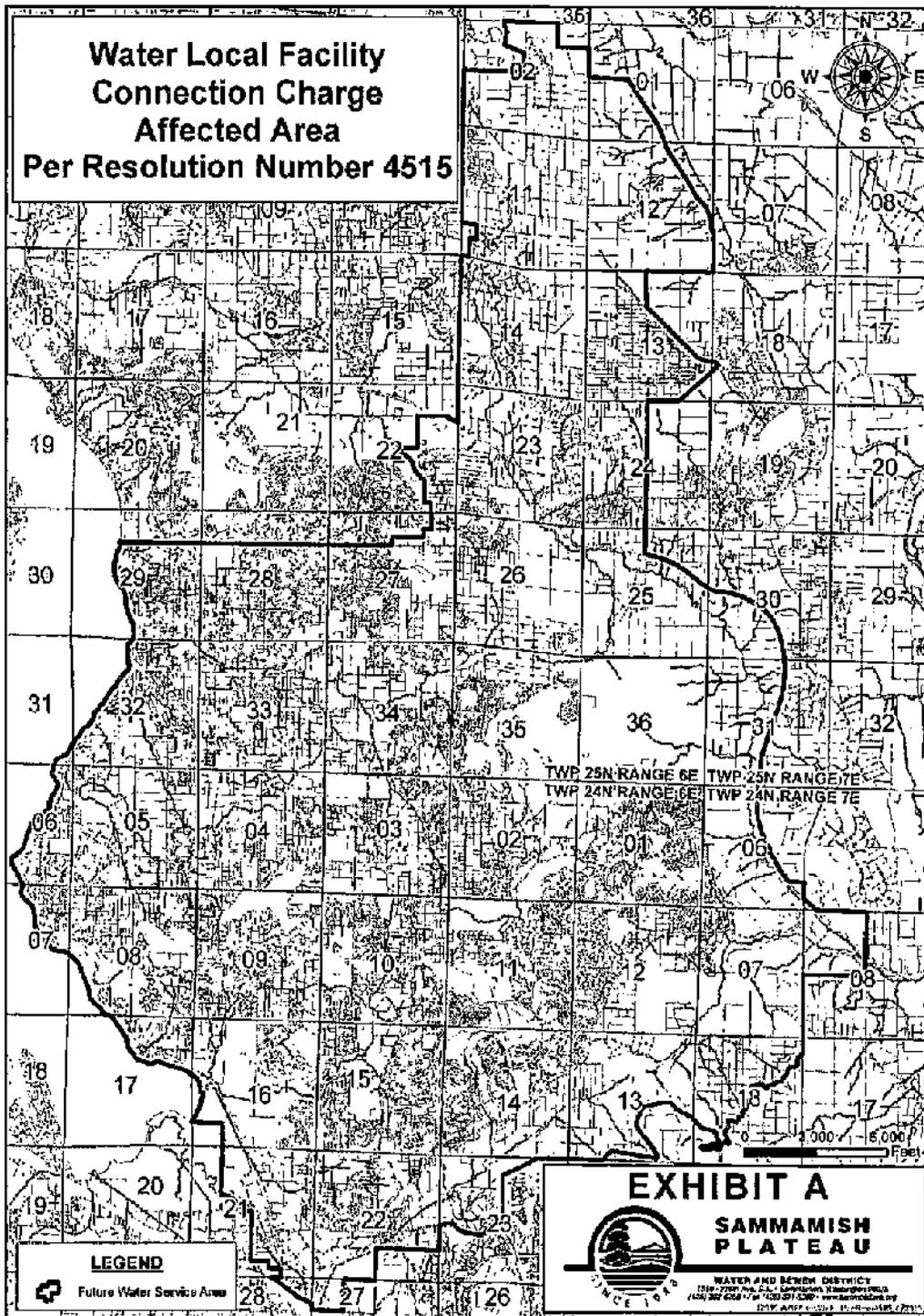
Grantee(s): The Public

Legal Description: Section _____, Township ___ North, Range ___ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved a Regular Water Local Facility Connection Charge by the adoption of Resolution Number 4515, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's water system.



Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



20150824000616

SAMMAMISH PLAT N 73.08
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08/24/2015 09:40
KING COUNTY, WA

NOTICE OF ADOPTION OF CONNECTION CHARGE
SEWER GENERAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

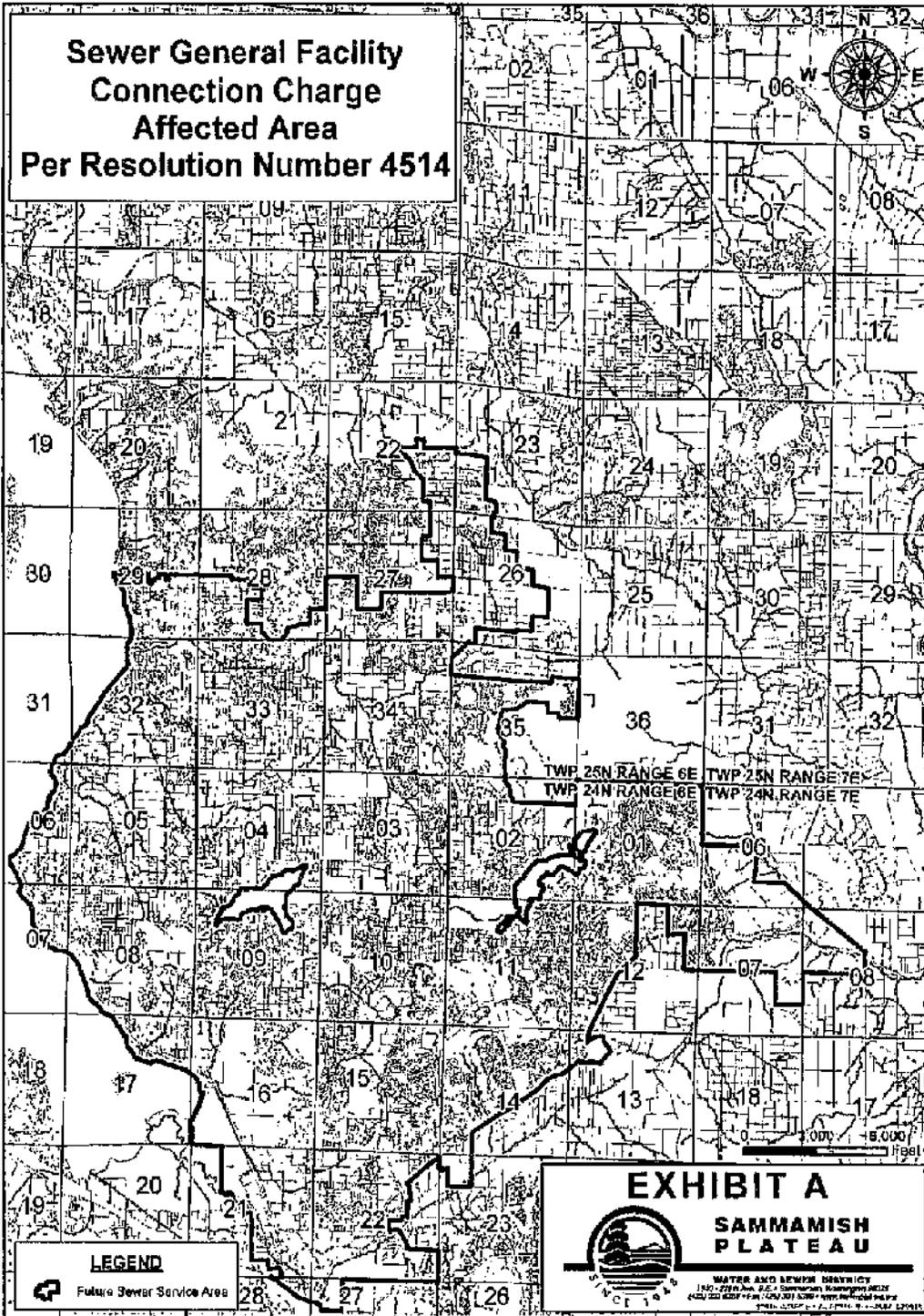
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved Sewer General Facility Connection Charges by the adoption of Resolution Number 4514 affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's sewer system.



Sammamish Plateau Water and Sewer District
 1510 – 228th Avenue SE
 Sammamish, WA 98075



20150824000617

SAMMAMISH PLAT N 73.00
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 08/24/2015 09:40
 KING COUNTY, WA

NOTICE OF ADOPTION OF CONNECTION CHARGE
 WATER GENERAL FACILITY CHARGES FOR
 SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
 1510 – 228th Avenue SE
 Sammamish, WA 98075

Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
 Additional legal description is on page(s) 2 of document in the form
 of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved Water General Facility Connection Charges by the adoption of Resolution Number 4513, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's water system.

INGLEWOOD WASHINGTON.

Vol 3/169

HUTCHINSON AYER & CO.

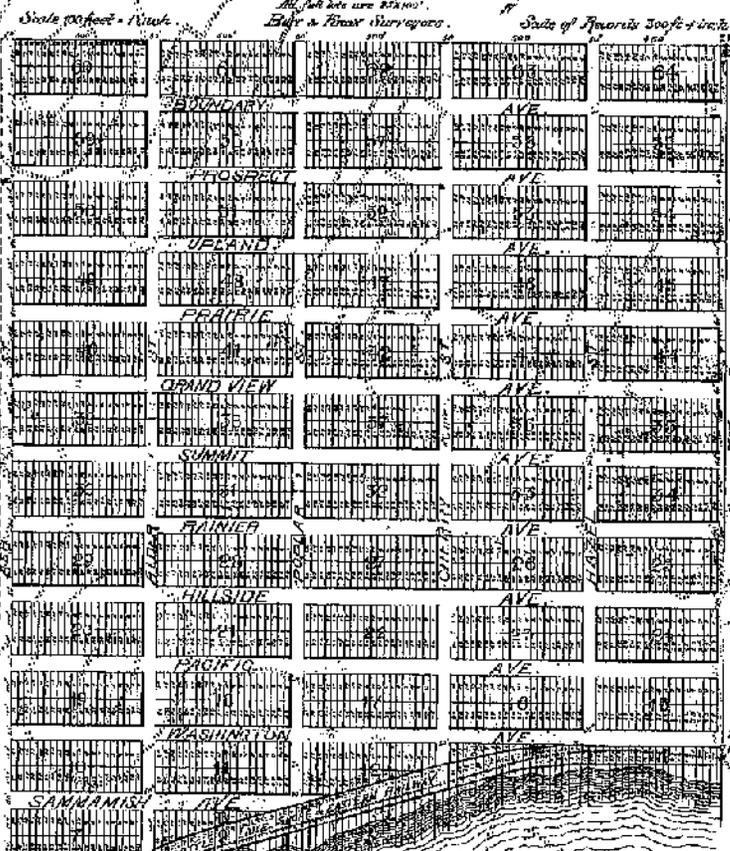


SOLE AGENTS.

The full lots are 25000'.

Each a Block Surveyors.

Scale of Blocks 300ft x 100ft.



DESCRIPTION.

Inglewood, Washington Territory occupies all of Lots 5 & 4 and S.E. 1/4 of Section 25, T. 25 N. 1, S. E. W. M. King County Washington Territory. The initial Point is the South East Corner of said Section 25, T. 25, N. 1, S. E. W. M. All Streets, Avenues and Lots are as shown on plat.

DEDICATION.

That all these by their presence that we I. Paul Hutchinson and Alice M. Hutchinson his wife and John L. Ayer and Emma E. Ayer his wife, and C. Eugene Chopin (unmarried) owners in fee simple of the above described lot, do hereby dedicate to the use of the public for all streets, avenues, thorough ways and boulevards and rock this 23rd day of July A.D. 1889.

- I. Paul Hutchinson
- Alice M. Hutchinson
- by I. Paul Hutchinson her Attorney in fact
- John L. Ayer
- Emma E. Ayer
- by John L. Ayer her Attorney in fact
- C. Eugene Chopin

Acknowledgment.

Territory of Washington } ss.
County of King }
This is to certify that on the 23rd day of July A. D. 1889, before me, a Notary Public in and for Washington Territory, duly commissioned and sworn, personally appeared I. Paul Hutchinson, for himself and as attorney in fact for his wife, Alice M. Hutchinson, and John L. Ayer for himself and as attorney in fact for his wife Emma E. Ayer, and C. Eugene Chopin, for himself alone, do me known to be the individuals described in and who executed this instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed and respectively as the free and voluntary act and deed of the said Alice M. Hutchinson, and the said Emma E. Ayer for the uses and purposes therein mentioned. Given under my hand and official seal this 23rd day of July A. D. 1889.

J. C. Miller Corr
Notary Public



Filed for Record at the request of I. Paul Hutchinson July 20 A. D. 1889 at 11 o'clock A. M. and recorded in Vol. 3 of Plat Books page 169 Territory of King County, W. T. by J. C. Miller Corr, Notary Public

portion
Description

76900 6

Treas. Sep 27 1911 \$ 15
Sep 28 1911 382

769006

797
71

Will H Hanna as Treasurer of KOW
to
Henry A George

Whereas at a public sale of real estate held on Sep 18 1911 pursuant to an order of the Board of County Commissioners the copy of E & W of Y and entered and after having first given notice of the time the place and terms of sale and was in pursuance of an order of the Board of County Commissioners and of the laws of the State of Oregon and for and in compliance of the laws of the State of Oregon the said real estate and what is real estate is the property of KOW and which is hereby sold as follows

lot 13 less rt of way for county road lot 14 blk 6 town of Ingleswood KO S of W

the bid of p being the highest and best bidder at said sale and the bid of s being the highest and best sum bid at said sale

Therefore I p in compliance of the laws and by virtue of the statutes of the State of Oregon in such cases and provided do hereby grant and convey unto s p and s the said real estate herein described as fully and completely as the said p can by virtue of the premises convey the same given under my hand and seal of office

300

(Treas Seal)

Will H Hanna County Treasurer
By W H Shield Deputy

769006-1

No receipt

Filed by Cash book on 21 to J S Metcalf 1114 Third ave city

300

BEST COPY AVAILABLE

Parton
Description

983356

March 1-18
Feb 18-18
Henry A George

1-00

County of King, State of Washington

... as EXHIBIT
A strip, half or piece of 1/4 section Lot 16 1/2, & of Improved
being more fully see as in
map at the N.W. corner of ad Lot 16; in N 40 ft. and in E 20
of N. 20.00 ft. and to the N 1/4 of ad Lot 16 ad last until
course beyond to and 30 ft. distant from the entr in of the
Imperial Highway, in N 40.00 ft and to the N.W. corner of
ad Lot 16; in N 20 ft. to the E o h, etc 0.00 acre and
is of way Imperial Highway

Henry A George

... Feb 18-18 by Henry A George def A L Rutherford 1 and 2
... at Fall City (SS Jan 18-17)
... by Grant

BEST COPY AVAILABLE

Particular
Description

983347

2 Feb 1-15 2-29 \$42

"SAME"
"A3"

983347

855
299

Frank Pfeiffer, a bach
County of King, State of Washington

To in consid of \$42, also of burts to secure by ren of lavy
and estab a public road thru his prty, which is hereset
see eye and val and go to K County of King, State of Washington
for use of the public frvr as a public road and highway all int
in flg des r a ... ROW

All the parts of the NW 1/4 of the SW 1/4 of the SW 1/4 of Sec 1 T. 22
S. 2. S. 2. W. 2. E. 2. in a strip of 14 20 ft. in with 30 ft. of
each being on each side of the cent rd of the O O Qualheim
County road as the on is now staked out and to be constructed
as here ad Sec. 1, ad entr in being more partucly des as

at a pt on the W ln of ad Sec. 1 1420 ft. and N of the
corner thereof, to S 88 1/2 on a cry to the pt hving a radius
of 120.75 ft a dia 240.00 ft and on S 31 1/2 W. 1.50 ft. in
on a cry to the pt hving a radius of 130.75 ft a dia of 260.00
ft on S 80 1/2 E. 130.00 ft. on a cry to the left hving a radius
of 170.14 ft a dia of 340.00 ft; on S. 25 1/2 W. 40.00 ft
on a cry to the pt hving a radius of 230.75 ft. a dia of
460.00 ft; on S 80 1/2 W. 150.00 ft. on a cry to the left hving
a radius of 230.75 ft. a dia of 460.00 ft. in S 45 1/2 E. 40.
on a cry to the left hving a radius of 275.14 ft. a
dia of 550.00 ft. on S 80 1/2 E. 60.00 ft. 140.00 ft. on S
80 1/2 E. 60.00 ft. on a cry to the pt hving a radius of
275.14 ft. a dia of 550.00 ft. in S 80 1/2 E. 61.00 ft. in on a
cry to the left hving a radius of 275.14 ft. a dia of 550.00 ft
to an intnce with the S ln of ad Sec. 1 at a pt 880 ft. and N
of the S. W. corner thereof, cty 0.21 acre and
1/2 of say O O Qualheim road

Frank Pfeiffer ---

2 Feb 25-15 by Frank Pfeiffer, a bach bar A N Ruffner MP 1
of W res at S (20 Apr 19-18)
by Justice

2 Feb 1-15 2-29 \$42

983347

855
299

As per copy of 1907 plat of ...

*portion
Description*

BEST COPY AVAILABLE

ORIGINAL

FILED

95 APR 12 PM 2:00

EXHIBIT A

KING COUNTY
CLERK OF SUPERIOR COURT
SEATTLE, WA.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

RHEA BARK, Trustee of the
Jensen Family Trust,

Plaintiff,

v.

KING COUNTY, a Washington
municipal corporation, and
John Doe Property Owners 1-5,

Defendants.

NO. 94-2-14451-1

STIPULATED JUDGMENT AND
DECREE QUIETING TITLE

(Clerk's Action Required)

THIS MATTER having come on regularly for hearing this day before the court, Plaintiff Jensen Family Trust having appeared by its attorney Larry Satchell of Larry Satchell, P.S.; Defendant King County being represented by Norm Maleng, Prosecuting Attorney, through Dennis C. McMahon, Senior Deputy Prosecuting Attorney, as attorneys for Defendant King County and said attorney having previously agreed to the entry of Findings of Fact and Conclusions of Law, and also agreeing to entry of this Decree and Judgment, and the court being fully advised in the premises; NOW, THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that judgment be entered establishing Plaintiff's title to those portions of Ash Street (renumbered N.E. 16th Street) and Depot Street, as more fully shown and described in Exhibit "A", attached hereto and

Stipulated Judgment and Decree
Quieting title -1-

CC TO CLIENT

10/5/95

LARRY SETCHELL, P.S.
P.O. Box 940
Vashon, Washington 98070
206/292-9333

Portion Description

C/PROC	18
CUST	17
CASH	8
JUDG	19
DISB	20
CRIM	21
ACCTG	22
EXH	23

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incorporated by reference, lying adjacent to Lots 16 and 17,
Block 6, of the plat of Inglewood and to portion of Government
Lot 2 of the Northwest quarter, Section 29, Township 25, Range 6,
in fee simple, and quieting title in favor of Plaintiff in fee
simple against any claim of Defendant King County. This Judgment
is binding on the parties without prejudice to the rights of
anyone not a party to this action whose rights or claims do not
derive from a party to this action.

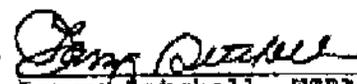
DONE IN OPEN COURT this 12th day of April, 1995.



Judge/Court Commissioner
CHARLES V. JOHNSON

Presented by:
LARRY SETCHELL, P.S.

Approved as to Form and Entry;
Notice of Presentation Waived;
Consent to Final Hearing;

By 
Larry Setchell, WSBA #4659,
Attorney for Plaintiff

NORM MALENG, King County
Prosecuting Attorney,
Civil Division

By 
Dennis C. McMahon,
WSBA #15838, Senior Deputy
Prosecuting Attorney,
Attorney for Defendant King
County

JAN. 8. 2016 12:12PM
1995 13:00

TITLE SUPPORT SERVICE
ATTYS INFO

NO. 4888 P. 10/23
206 622 2911 P.004

EXHIBIT A
to Stipulated Judgment and
Decree Quieting Title

All that portion of Government Lot 3, Section 29, Township 25, Range 6 East, W.M., including that portion of Ash Street (N.E. 16th Street) and Depot Street, lying easterly of the Burlington Northern Railroad Co. Right of Way, west and north of Block 6 of the Plat of Inglewood addition according to Plats thereof recorded in Volume 3 of Plat's, Page 169, Records of King County and lying Westerly of the west margin of East Lake Sammamish Parkway Northeast.

12-

RECEIVED THIS DAY
#1172
MAY 16 3 01 PM '90
REC'D FEE 2.00
CASH

INGLEWOOD BEACH CLUB INCORPORATED
BYLAWS

ARTICLE 1, MEMBERSHIP

- 1.1) Membership Boundary
Membership in the Inglewood Beach Club, Inc. is open to the following: Owners or contract purchasers of property located in the Plat of Inglewood, as recorded in Volume 3 of Plats, Page 169, Records of King County, Washington.
- 1.2) Member Status
Households having returned a signed membership certificate and paid the current years dues shall be referred to as a "member" entitled to one vote.
- 1.3) Member Removal
Any member of the corporation may be removed by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees. Notice of such proposed removal must be given to the member sought to be removed by registered mail prior to the meeting at which the removal is to be voted upon.

9005161176

ARTICLE 2, MANAGEMENT

- 2.1) Trustees
The business and property of the Inglewood Beach Club, Inc. shall be managed by a board of five trustees. Within a reasonable time after their election, the members of the Board of Trustees shall elect from their number the following officers: President, Vice-President, Secretary, Treasurer, or Secretary/Treasurer. All such officers shall be Officers of the Corporation.
- 2.2) Election Process
The Trustees of the Corporation shall be elected from the membership by a vote of a majority of those present at the annual meeting of the membership.
- 2.3) Term
The term of office of the Trustees of the Corporation shall be for twelve months, October 1 to September 30. A three-month training period shall precede the term of office, July 1 to September 30.
- 2.4) Meetings
The Board of Trustees of the Corporation shall hold an annual meeting of the membership in the spring of each year and such special meetings of the membership as the majority of the Trustees or the president of the Board of Trustees shall deem necessary.



9005161176

2.5) Voting

Each member of the Board of Trustees shall possess one vote in matters that come before the Board. Four Members of the Board of Trustees must be present for voting matters. Three votes shall be required to carry a motion. At any meeting of the membership of the Corporation, each member so present shall be entitled to one vote. A majority shall be required to carry a motion.

2.6) Trustee Removal

Any Trustee may be removed from office by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees. Notice of such proposed removal must be given to the Trustee sought to be removed by registered mail prior to the meeting at which the removal is to be voted upon. A Trustee shall be removed following two unexcused absences from meetings of the Board of Trustees.

2.7) Trustee Replacement

Any vacancy occurring on the Board of Trustees by reason of the death, resignation, or removal of a Trustee shall be filled by appointment by the remaining Trustees. Such appointee shall serve during the unexpired term of the Trustee whose position has become vacant.

2.8) Spending Limitation

The Board of Trustees shall limit their annual aggregate non-routine expenses, including but not limited to capital expenditures and legal expenses, to 25% of the prior years dues collections. Expenditures in excess of 25% must be approved by a two-thirds majority vote of paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members disclosing the amount and purpose of the proposed excess non-routine expenditures.

ARTICLE 3, DUTIES OF OFFICERS

3.1) President

The President of the Board of Trustees shall supervise all activities of the Corporation; execute all instruments in its behalf; preside at all meetings of the Board of Trustees and of the membership of the Corporation; call such meetings of the membership as may be deemed necessary, other than the annual meetings of the membership; and perform such other duties usually inherent in such an office.

3.2) Vice-President

The Vice-President of the Board of Trustees shall act in the President's absence, and perform other such tasks as the President may direct.

3.3) Secretary

It shall be the duty of the Secretary of the Board of Trustees to keep all records of the Board of Trustees and of the Corporation, and perform other acts as the President may direct.

3.4) Treasurer

The Treasurer shall receive and be accountable for all funds belonging to the Corporation; pay all obligations incurred by the Corporation when payment is authorized by the Board of Trustees; maintain bank accounts in depositories designated by the Board of Trustees; and render periodic financial reports. The offices of Secretary and Treasurer may be combined in one office at the discretion of the Board of Trustees.

ARTICLE 4, DUES AND ASSESSMENTS

4.1) Authorization

Dues and assessments must be authorized by the Bylaws. Changes in the annual dues amount and all special assessments must be authorized by a two-thirds majority vote of the paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members, disclosing the proposed dues amount or special assessment and the purpose for such action.

4.2) Liability for Assessments

Each Member shall deem to covenant and agree to pay a yearly assessment or charge in the spring of each year for the purpose of funding the Inglewood Beach Club, Inc. for the purposes specified in the Inglewood Beach Club Articles of Incorporation as approved by the Secretary of the State of Washington, June 24, 1965.

4.3) Initiation Fees

There shall be no initiation fees with respect to new members.

4.4) Effect of Non-Payment of Assessment

The Corporation reserves the right to suspend the enjoyment rights of any member in the beach, or other common property, for any period during which an assessment payable by the member remains unpaid.

9005161176

4.5) Exempt Property

The following property subject to this declaration shall be exempt from the assessment charges, and liens created herein:

- 4.5.1) All common properties owned by the Corporation.
- 4.5.2) All properties dedicated to public use.
- 4.5.3) All properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

ARTICLE 5, DISSOLUTION / SHARES PROGRAM

5.01)

The Inglewood Beach Club property (lots 14, 15, 16, 17, of block 4, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169, records of King County, Wa.) commonly known as "the Beach", is set aside in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

5.02)

The Inglewood Beach Club property (all that portion of lots 37, 38, 39, 40, and 1 (one), Block 52, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169, in King County, Wa, lying southwesterly of Inglewood Hill Road) commonly known as "the Triangle" is set aside in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

5.1) Dissolution

5.1.1)

Inglewood Beach Club Properties may be sold only if:
:Inglewood Beach Club financial failure is imminent, a majority of members sign consent to sell documents, and a majority of members present at a special meeting where all members have been notified by mail of the time and purpose of the meeting, vote to sell the Inglewood beach club properties.

5.1.2)

Upon disbursement of Inglewood Beach Club assets, each member shall receive dissolution proceeds in proportion to the number of shares that have been awarded to the member as compared with the total number of shares awarded to all members during the previous five year period.

9005161175

9005161175

5.2) Shares Program

5.2.1)

Award one share for each year of dues paid in the last 5 years.

5.2.2)

Award one share for each Annual Meeting attended in the last 5 years if the members dues have been paid.

5.2.3)

Award five shares for each year of service as a Trustee during the last 5 years. Shares shall be awarded to trustees only if Trustee performance has been satisfactory as determined by a majority vote of the other Trustees serving on the same board.

5.2.4)

All awarded shares are non-transferable and attach to the member property represented.

5.2.5)

Current property owners may be awarded shares for paying prior years dues subject to the conditions, such as interest and penalty, as determined by the then-current Board of Trustees.

5.2.6)

New property owners may be awarded shares for paying prior years dues without penalty or interest.

5.2.7)

Shares shall not be awarded for prior years dues payments once disbursement of Inglewood Beach Club assets is undertaken.

5.2.8)

All members may receive \$1.00 prior to the distribution of sale proceeds if it becomes legally expedient to do so.

ARTICLE 6, AMENDMENTS

6.1) Amendment Requirements

These Bylaws may be amended by a majority vote of the Corporation's members present at an annual or special meeting of the membership where written notice of the meeting discloses fully the content and purpose of such proposed amendment.

6.2) Amendment Submittals

Bylaw amendments may be submitted by either (1) the Board of Trustees, or (2) a member if submitted with 5 other member signatures, in time for publication in the Spring Newsletter or notice associated with a special meeting.

CERTIFICATE OF AMENDMENT

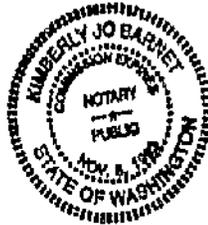
The undersigned, being all of the Trustees of the Inglewood Beach Club, Inc., hereby certify that the foregoing are the 3rd. amended Bylaws adopted at the annual meeting of the membership of said corporation the 18th. Day of April, 1990

President [Signature] Daniel M. Nelson
 Vice-President [Signature] Bruce M. Evans
 Treasurer Paula S. Niecestro Paula S. Niecestro
 Secretary Nan Gordon Nan Gordon
 Trustee Amy MacAuley Amy MacAuley ^{AM.}

State of Washington, County of King

Signed or attested before me on this 15th day of May 1990 by the Board of Trustees of the Inglewood Beach Club, Incorporated.

9005161176



Kimberly Jo Barnett

Notary Public in and for the State of Washington,
King County

for record at request of
 INC. INGLEWOOD BEACH CLUB
 Address P/O BOX 753
REDMOND, WA. 98053

**PUGET
POWER**

EASEMENT

NO LIEN TAX NOT REQUIRED -
King Co. Records Division

ORIGINAL

5000.00

\$9.00

E1406500 12/01/1994

0260
0370
0340
0460
Dop

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, JENSEN FAMILY TRUST, by RHEA BARK, TRUSTEE ("Grantor" herein), hereby conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in KING COUNTY, Washington.

LOTS 1 TO 20 (INCLUSIVE), BLOCK 6, AND LOTS 35 TO 40 (INCLUSIVE), BLOCK 7, INGLEWOOD ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY WASHINGTON, LYING WESTERLY OF THE WEST MARGIN OF EAST LAKE BANNAMISH PARKWAY NE, IN KING COUNTY WASHINGTON, LESS COUNTY ROADS AND LESS BURLINGTON NORTHERN RAILWAY RIGHT OF WAY; TOGETHER WITH THAT PORTION OF 202ND AVE. NE (FORMERLY ILLINOIS AVE) AS INDICATED ON THE PLAT OF INGLEWOOD, VOLUME 3 OF PLATS PAGE 169, RECORDS OF KING COUNTY, WASHINGTON, WHICH UPON VACATION WILL REVERT TO THE FOLLOWING DESCRIBED ADJUTING PREMISES BY OPERATION OF LAW.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) described as follows:

A Right-of-Way _____ feet in width having _____ feet of such width on each side of a centerline described as follows:

A STRIP OF LAND 15 FEET IN WIDTH LYING WITHIN THE ABOVE DESCRIBED PROPERTY, BEING PARALLEL WITH AND ADJOINING THE WEST MARGIN OF SAID EAST LAKE BANNAMISH PARKWAY NE.

9413010277

RECORDED IN KING COUNTY RECORDS 102 PH 6.00
941301-0277 01/20/95 IN KING COUNTY RECORDS 102 PH 6.00

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge and use one or more electric transmission and/or distribution systems over and/or under the Easement Area, together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

- a. Overhead facilities. Poles and/or towers with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable, communication and signal lines; transformers.
- b. Underground facilities. Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches; fiber optic cable, communication and signal lines.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for its systems.

2. Access. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall repair or reasonably compensate Grantor for any damage to the Property, including damage to roads, crops, driveways and fences caused by the exercise of such right of access.

3. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees and other vegetation presently existing upon the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees and other vegetation upon the Easement Area which could, in the opinion of Grantee, interfere with the exercise of Grantee's rights herein or create a hazard to Grantee's systems.

4. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area which could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

5. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided that Grantor shall not construct or maintain any building, structure or other object on the Easement Area, and Grantor shall do no blasting within 300 feet of Grantee's systems without Grantee's prior written consent.

6. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

708.32 6-39 Transmission
JCM/MD7803-K01
250-1158-128

FILED FOR RECORD AT REQUEST OF:
PUGET POWER
REAL ESTATE DEPARTMENT
P.O. BOX 97034
SEATTLE, WASHINGTON 98109-9734
ATTENTION: THOM DAVID

7. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

8. Successors and Assigns. Grantee shall have the right to assign, a portion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

Dated this 21st day of November, 19 94.

GRANTOR

BY Rhea Bark, Trustee
Jenson Family Trust, by Rhea Bark, Trustee

STATE OF WASHINGTON)
COUNTY OF _____) SS

On this 21st day of November, 19 94, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rhea Bark, Trustee, for the Jenson Family Trust, who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed as Trustees, for the use and purposes therein mentioned.

Witness my hand and official seal the day and date first above written.



9412010277

941201-0277

Recording Requested By And
When Recorded Mail To:

King County
Water and Lands Resources Division
Open Space Acquisitions Unit
201 South Jackson Street, Suite 600
Seattle, WA 98104



**DEED OF RIGHT TO USE LAND
FOR PUBLIC RECREATION PURPOSES**

Grantor [Seller]: King County, a political subdivision of the State of Washington

Grantee [Buyer]: The State of Washington.

Legal Description (abbreviated): Lots 1-4 & 18-58, Blk 9, Lots 36-40, Blk 7, Vac. Illinois Ave adjoining Blks 6, 7 and 9, Lots 1-10 & 17-27, Blk 6 & vac. St. adi., AND Lots 11-16 Blk 6, Inglewood Vol. 3, pg. 169.

Additional legal(s) on Page 4-5.

Assessor's Tax Parcel ID#: 357530-0591, 357530-0592, 357530-0460, 357530-0365, 357530-0260, 357530-0340, and 357530-0370.

Project [Area]: Lake Wilderness Trail Conversion.

The Grantor, King County, for and in consideration of monies coming in whole or in part from the Outdoor Recreation Account of the General Fund of the State of Washington and in fulfillment of terms of the Project Agreement identified below, conveys and grants to the State of Washington individually and as the representative of all the people of the State, the right to use the real property described below forever for the outdoor recreation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Interagency Committee for Outdoor Recreation entitled Lake Wilderness Trail Project Number 80-052A signed by the Grantor on the 26th day of March, 1980 and by the Interagency Committee on the 11th day of March, 1980 and the application and supporting materials which are on file with the Grantor and the state in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for public outdoor recreation herein granted unless the state, through the Interagency Committee for Outdoor Recreation or its successors, consents to the inconsistent use, which consent shall be granted only upon conditions which will ensure that other outdoor recreation land of at least equal fair market value at the time of change of use and of nearly as feasible equivalent usefulness and location for the public

*J
JEP*

Deed of Right to Use Land for Public Recreation Purposes

recreation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 79A.25.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 79A.25.100 reads as follows:

"Marine recreation land with respect to which money has been expended under RCW 43.99.080 (recodified as RCW 79A.25.080) shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

The real property covered by this deed is described as follows:

ATTACHMENT "A", by this reference incorporated hereto and made a part hereof.

This deed shall in no way modify or extinguish the function of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 3 day of April, 2006

BY: [Signature]

Deed of Right to Use Land for Public Recreation Purposes

ATTACHMENT "A"

BARK-JENSEN:

PARCEL A:

Lots 1 through 4, inclusive, and Lots 18 through 58, inclusive, all in Block 9, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington;

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

PARCEL B:

That portion of Lots 36 through 40, Block 7, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No.2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

PARCEL C:

All that portion of Illinois Avenue (also known as 202nd Avenue Northeast) as shown and dedicated to the public in Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Southwesterly of a line located 30 feet (measured perpendicularly to) Southwesterly of and parallel with the centerline of East Lake Sammamish Parkway Northeast, as vacated in King County Superior Court Cause Number 91-2-20802-6;

PARCEL D:

That portion of Lots 1 through 10 and 17 through 27, Block 6, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111;

Deed of Right to Use Land for Public Recreation Purposes

AND EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 625790, 983353, 983354 and 983355;

AND EXCEPT that portion condemned for road in King County Superior Court Cause Number 106364;

AND EXCEPT those portions reserved for road by King County in deeds recorded under Recording numbers 860989 and 2957937;

TOGETHER WITH those portions of vacated Ash Street (Northeast 16th Street) and Depot Street adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

PARCEL E:

That portion of Lots 11 through 16, Block 6, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2);

EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 983354 and 983356;

AND EXCEPT that portion reserved for road in deed recorded under Recording Number 796006;

TOGETHER WITH that portion of vacated Ash Street (Northeast 16th Street) adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

PARCEL F:

That portion of the South 50 feet of Government Lot 2, in Section 29, Township 25 North, Range 6 East, W.M., in King County, Washington, lying West of Issaquah-Redmond Road;

EXCEPT any portion lying Westerly of the Easterly margin of the Northern Pacific Railway Company right of way.

357530-0460-06

SUBDIVISION GUARANTEE

Guarantee No.: G-6329-000007870

Fee: \$500.00

Order No.: 01148-52097

Dated: January 08, 2016

Issued by

STEWART TITLE GUARANTY COMPANY

Stewart Title Guaranty Company (the "Company"), guarantees the County of King and any City within which said subdivision is located in a sum not exceeding \$1,000.00 that, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision, the only parties having any record title interest in said land whose signatures are necessary, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map as referred to in the guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:



Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188
Agent ID: 470047



Denise Carraux
Secretary

Guarantee
Serial No.

G-6329-000007870

In writing this company please address it at P.O. Box 2029, Houston, Texas 77252, and refer to the printed Serial Number.

SUBDIVISION GUARANTEE

Prepared by:
Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188

Order Number: 01148-52097

Guarantee No.: G-6329-000007870

Effective Date: January 08, 2016 at 8:00 am

Customer Reference: Inglewood/Lake Sammamish

Premium: \$500.00
Sales Tax: \$47.50
Total: \$547.50

OWNERS: King County, a political subdivision of the State of Washington

LEGAL DESCRIPTION:

SEE EXHIBIT A ATTACHED HERETO

SUBJECT TO:

1. The property herein described is carried on the 2016 tax rolls as exempt; however, it will become taxable from the date of transfer to a taxable entity and subject to the lien of real property taxes for prior years, if any.

Tax Account No.: 357530-0460-06 (Affects: Parcel 1)

Special charges for the year 2016 for said account number are not yet available nor payable until February 15, 2016.

Special charges for the year 2015 billed under said account number have been paid in full in the amount of \$10.88.

Note: King County Treasurer, 500 4th Avenue, 6th Floor Admin. Bldg., Seattle, WA 98104 (206) 296-7300
Web Address: <http://webapp.metrokc.gov/kctaxinfo/>.

2. Liability, if any, for current and prior general taxes and charges, said premises not being carried on the King County tax rolls. (Affects: Parcel 2)
3. Liability for sewer treatment capacity charges that may be assessed but not disclosed in the public records. Please contact the King County Capacity Charge Department for further information at 206-296-1450.
4. Notice of Water/Sewer Connection Charges, filed by Sammamish Plateau Water and Sewer District, and the terms and conditions thereof, but not limited to possible assessments recorded under Recording No(s). 20141201000778, 20150824000615, 20150824000616 and 20150824000617.
5. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review.
6. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.

7. Covenants, conditions, restrictions and easements, if any, in declaration of restrictions, and any amendments thereto:

Recorded: May 16, 1990
Recording No.: 9005161176

8. Easement and the terms and conditions thereof:

Grantee: Puget Sound Power & Light Co.
Purpose: Electric transmission system
Affects: A strip 15 feet in width parallel with and adjoining the West margin of East Lake Sammamish Parkway N. E. on said premises and other property
Recorded: December 1, 1994
Recording No.: 9412010277

9. Terms and Conditions of the following:

Type of Document: Deed of Right to Use Land for Public Recreation Purposes
Recorded: April 5, 2006
Recording No.: 20060405001180
First Party: King County, a political subdivision of the State of Washington
Second Party: The State of Washington
(Includes other property)

10. Recording Number of the vesting deed herein is 20020906000899.
(Includes other property)

11. Name and address of the taxpayer herein, according to King County Tax Rolls:

King County - Parks
201 South Jackson Street #700
Seattle, WA 98104

ps

SUBDIVISION GUARANTEE

Order Number: 01148-52097

Guarantee No.: G-6329-000007870

This Guarantee and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of or opinion as to the sufficiency or effect of the matters shown, or opinion as to the marketability of title to the land.

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

That portion of Lots 36 through 40, Block 7, Inglewood, according to the plat thereof recorded in Volume 3 of Plats, page 169, records of King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway N. E. (Issaquah-Redmond Road Revision No. 2);

Except that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 3051111.

Parcel 2:

All that portion of vacated Illinois Avenue (202nd Avenue N. E.), as shown on and dedicated to the public in the plat of Inglewood, according to the plat thereof recorded in Volume 3 of Plats, page 169, records of King County, Washington, lying Southwesterly of a line located 30 feet (measured perpendicular to) Southwesterly of and parallel to the centerline of East Lake Sammamish Parkway N. E., as vacated by King County Superior Court Cause Number 91-2-20802-6.



Sammamish Plateau Water and Sewer Dist
1510 – 228th Avenue SE
Sammamish, WA 98075



20141201000778

SAMMAMISH PLAT N
PAGE-001 OF 002
12/01/2014 09:18
KING COUNTY, WA

73.00

NOTICE OF ADOPTION OF CONNECTION CHARGE
REGULAR SEWER LOCAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

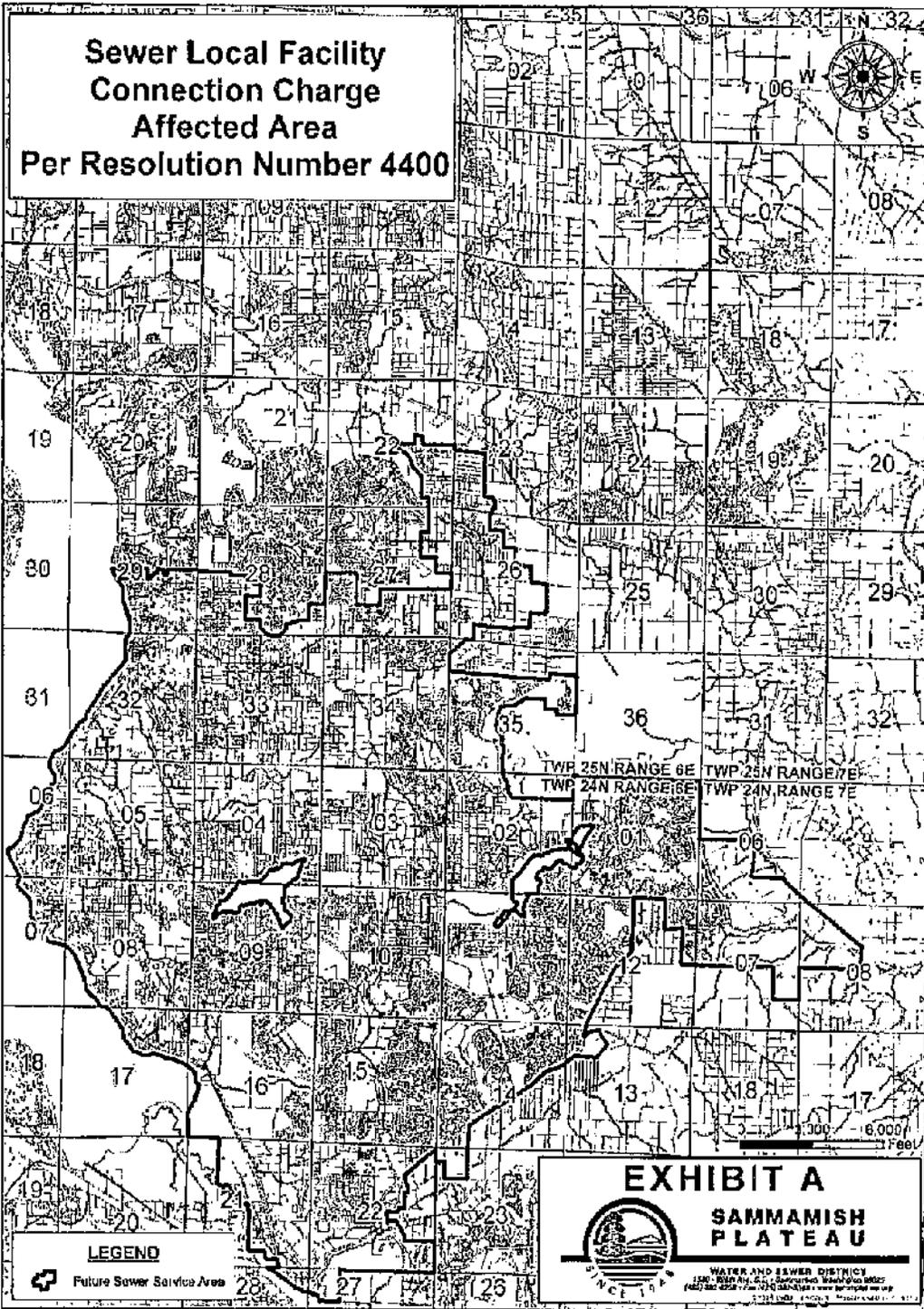
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on September 2, 2014 approved a Regular Sewer Local Facility Connection Charge by the adoption of Resolution Number 4400, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's sewer system.



Sammamish Plateau Water and Sewer District
1510 - 228th Avenue SE
Sammamish, WA 98075



20150824000615

SAMMAMISH PLAT N 73.00
PAGE-001 OF 002
08/24/2015 09:40
KING COUNTY, WA

NOTICE OF ADOPTION OF CONNECTION CHARGE
REGULAR WATER LOCAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 - 228th Avenue SE
Sammamish, WA 98075

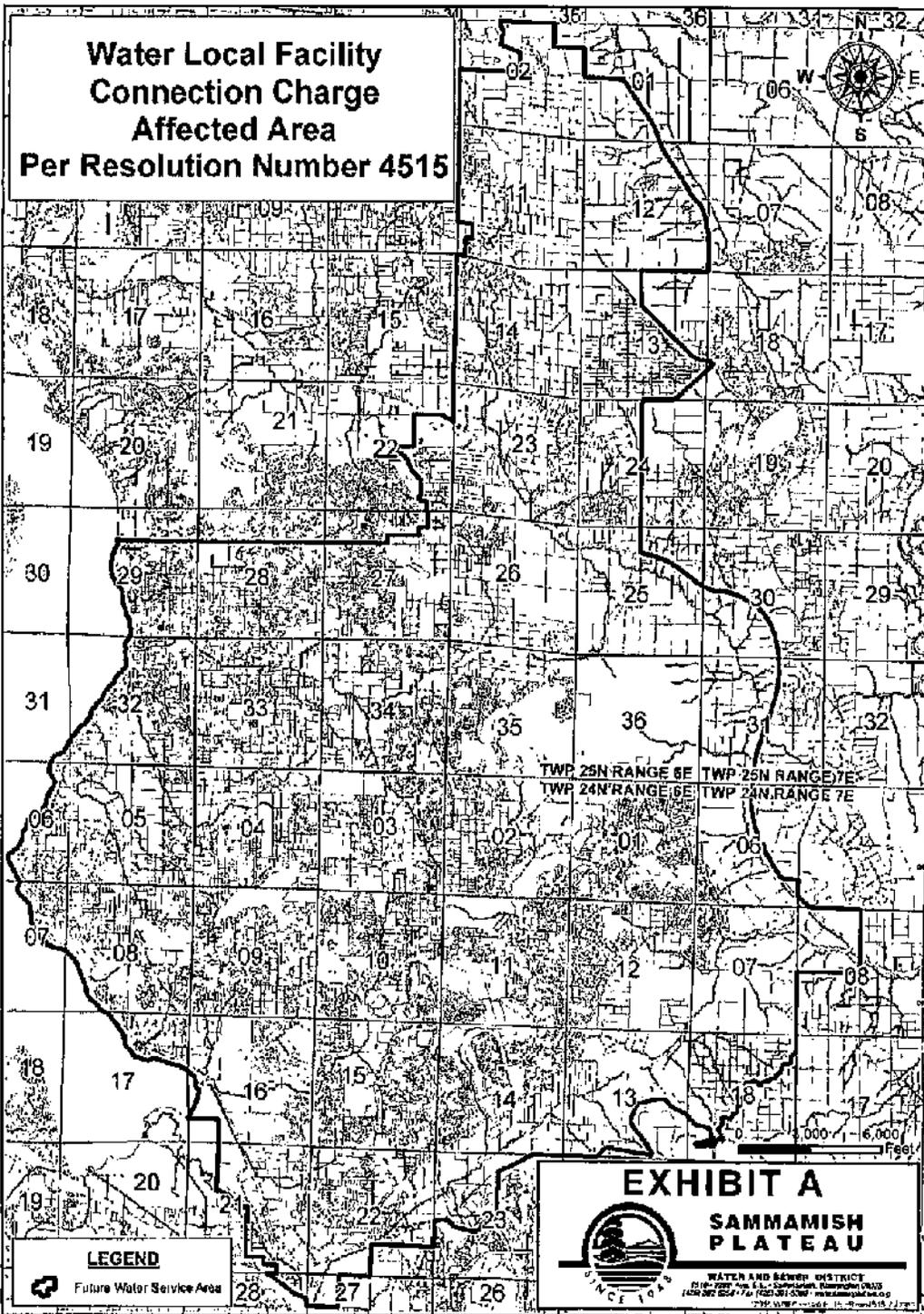
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved a Regular Water Local Facility Connection Charge by the adoption of Resolution Number 4515, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's water system.



Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



20150824000616

SAMMAMISH PLAT N
PAGE-001 OF 002
08/24/2015 09:40
KING COUNTY, WA

73.00

NOTICE OF ADOPTION OF CONNECTION CHARGE
SEWER GENERAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

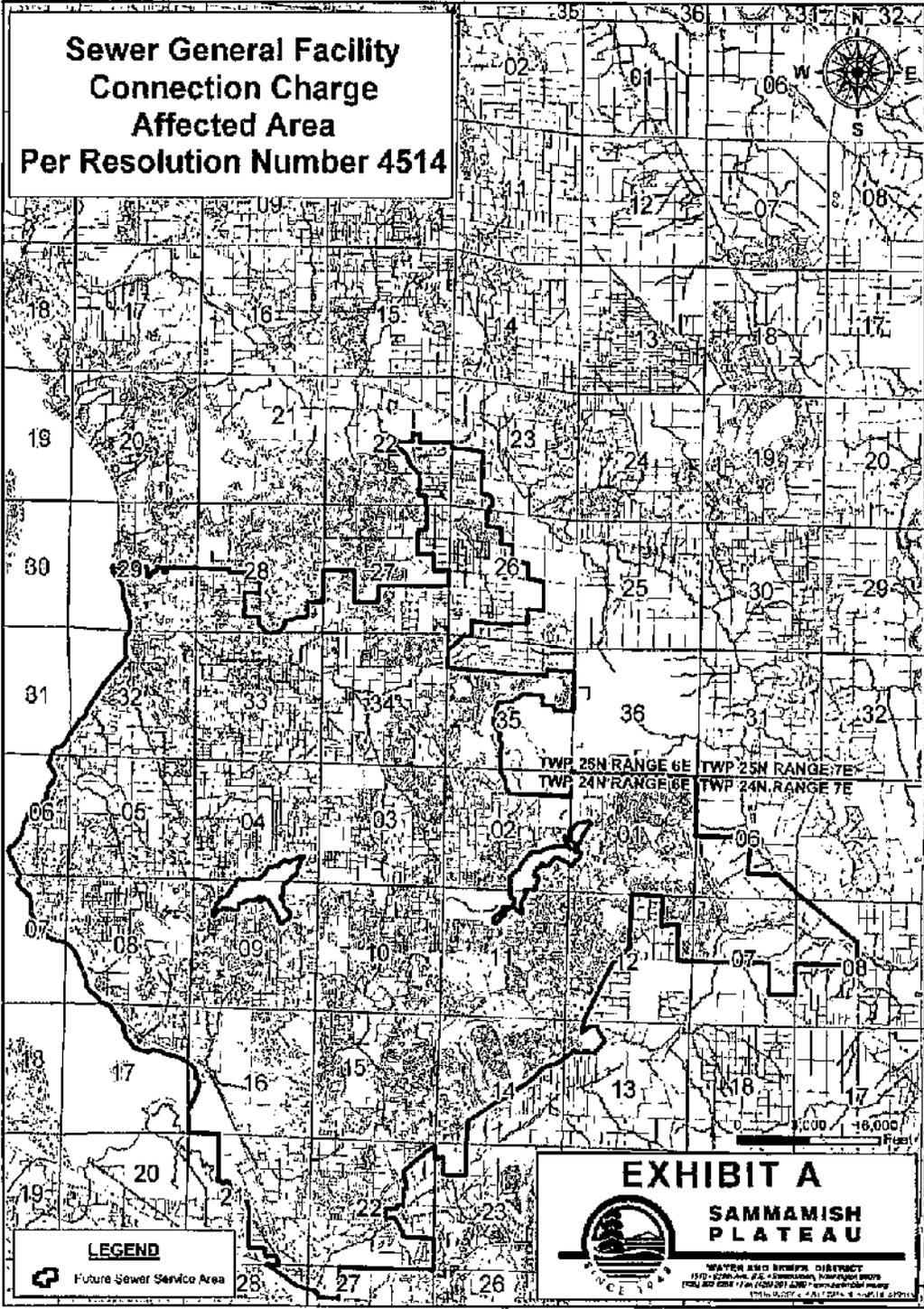
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved Sewer General Facility Connection Charges by the adoption of Resolution Number 4514 affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's sewer system.



Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



20150824000617

SAMMAMISH PLAT N 73.00
PAGE-001 OF 002
08/24/2015 09:40
KING COUNTY, WA

NOTICE OF ADOPTION OF CONNECTION CHARGE
WATER GENERAL FACILITY CHARGES FOR
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s: NONE

Grantor(s): Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

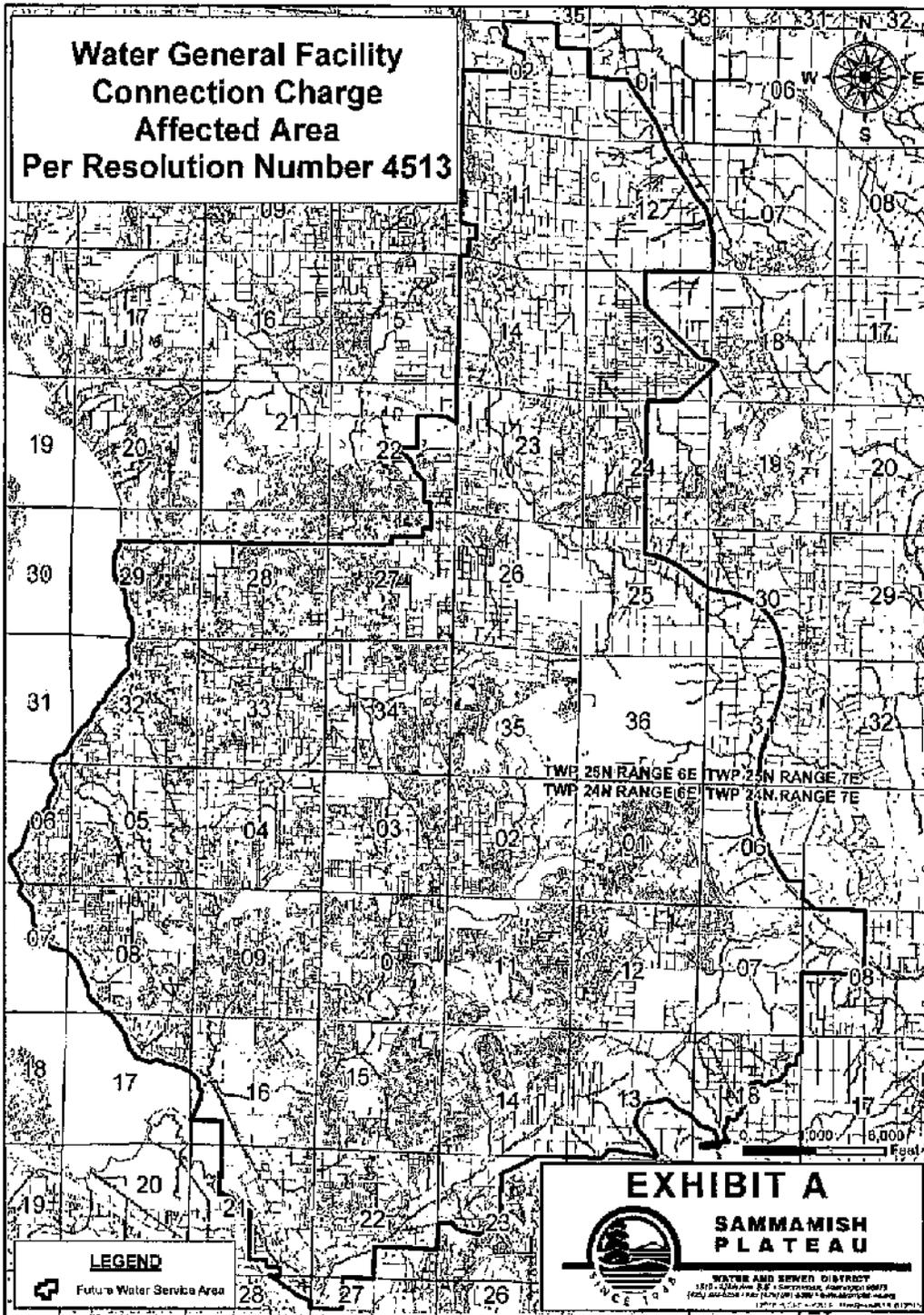
Grantee(s): The Public

Legal Description: Section ____, Township __ North, Range __ East
Additional legal description is on page(s) 2 of document in the form
of a map.

Tax Parcel ID: _____

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved Water General Facility Connection Charges by the adoption of Resolution Number 4513, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's water system.



INGLEWOOD WASHINGTON.

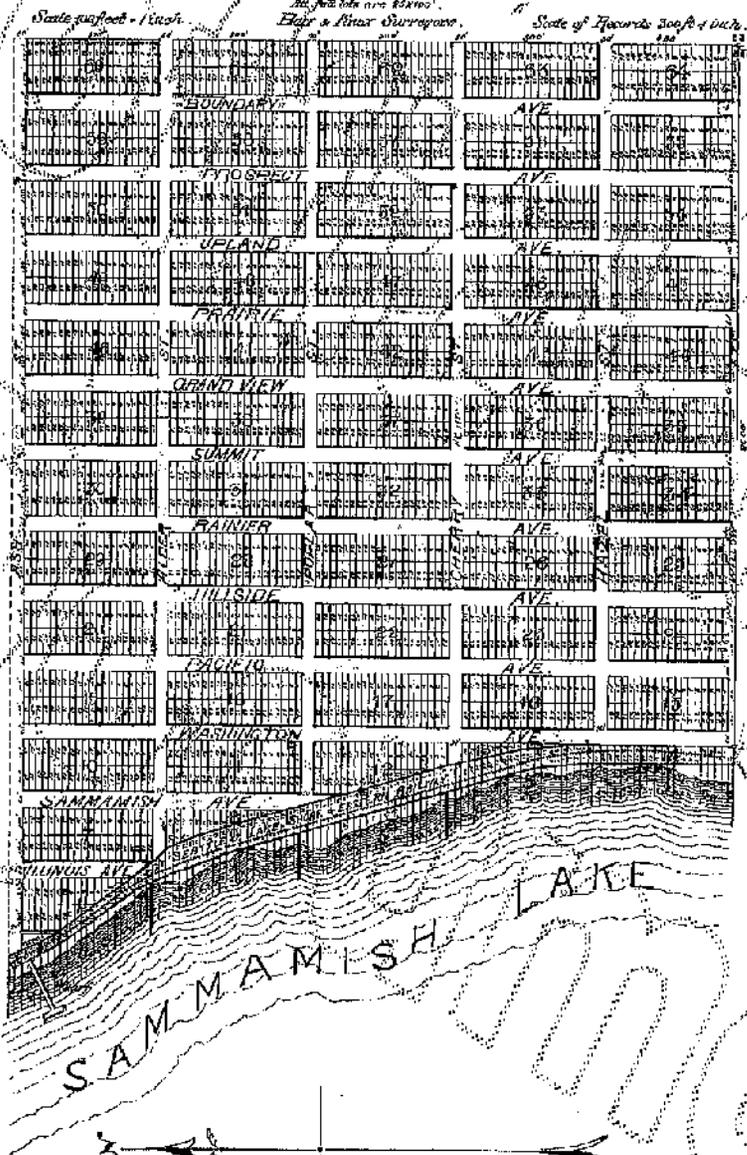


HUTCHINSON AYER & CO.

SOLE AGENTS.

State of Washington
Blair & Pines Surveyors

State of Nevada South of Lake



DESCRIPTION.

Inglewood, Washington Territory occupies all of Lots 3 & 4 and S.B. 4 of Section 29, T. 25, N. 7, R. 6, W. 4, King County Washington Territory. The initial Point is the South East Corner of said Section 29, T. 25, N. 7, R. 6, W. 4. All Streets, Avenues and Lots are as above, on plat.

DEDICATION.

We, the undersigned, do hereby dedicate this tract and its hereby dedicated to the use of the public for the purpose of the public use of the same. Witness our hands and seals this 25th day of July, A.D. 1889.

- L. Paul Hutchinson
- Mrs. M. Hutchinson
- by I. Paul Hutchinson her Attorney in fact.
- John L. Ayer
- Ernest B. Ayer
- by John L. Ayer her Attorney in fact.
- C. Eugene Chappin

Acknowledgment.

This is to certify that on the 25th day of July, A. D. 1889, before me, a Notary Public in and for Washington Territory, duly commissioned and sworn, personally appeared I. Paul Hutchinson, for himself and as Attorney in fact for his wife, Alice M. Hutchinson, and also J. Ayer for himself and as Attorney in fact for his wife, Elizabeth B. Ayer, and C. Eugene Chappin for himself above, to me known to be the individuals described in, and who executed this instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed and respectively as the free and voluntary act and deed of the said Mrs. M. Hutchinson, and the said Elizabeth B. Ayer for the uses and purposes therein mentioned. Given under my hand and official seal this 25th day of July, A. D. 1889.



Filed for Record at the request of I. Paul Hutchinson July 25 A. D. 1889 at 11 AM. Paul H. H. and recorded in Vol 3 of Plat Book page 169. Records of King County, W. T. H. W. H. Auditor by H. W. H. Deputy.

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Description

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Decd filed July 20, 1964
patent filed 7, 1964

Vol 310 p 39

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Description

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INGLEWOOD BEACH CLUB INCORPORATED
BYLAWS

ARTICLE 1, MEMBERSHIP

- 1.1) Membership Boundary
Membership in the Inglewood Beach Club, Inc. is open to the following: Owners or contract purchasers of property located in the Plat of Inglewood, as recorded in Volume 3 of Plats, Page 169, Records of King County, Washington.
- 1.2) Member Status
Households having returned a signed membership certificate and paid the current years dues shall be referred to as a "member" entitled to one vote.
- 1.3) Member Removal
Any member of the corporation may be removed by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees. Notice of such proposed removal must be given to the member sought to be removed by registered mail prior to the meeting at which the removal is to be voted upon.

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ARTICLE 2, MANAGEMENT

- 2.1) Trustees
The business and property of the Inglewood Beach Club, Inc. shall be managed by a board of five trustees. Within a reasonable time after their election, the members of the Board of Trustees shall elect from their number the following officers: President, Vice-President, Secretary, Treasurer, or Secretary/Treasurer. All such officers shall be Officers of the Corporation.
- 2.2) Election Process
The Trustees of the Corporation shall be elected from the membership by a vote of a majority of those present at the annual meeting of the membership.
- 2.3) Term
The term of office of the Trustees of the Corporation shall be for twelve months, October 1 to September 30. A three-month training period shall precede the term of office, July 1 to September 30.
- 2.4) Meetings
The Board of Trustees of the Corporation shall hold an annual meeting of the membership in the spring of each year and such special meetings of the membership as the majority of the Trustees or the president of the Board of Trustees shall deem necessary.

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2.5) Voting

Each member of the Board of Trustees shall possess one vote in matters that come before the Board. Four Members of the Board of Trustees must be present for voting matters. Three votes shall be required to carry a motion. At any meeting of the membership of the Corporation, each member so present shall be entitled to one vote. A majority shall be required to carry a motion.

2.6) Trustee Removal

Any Trustee may be removed from office by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees. Notice of such proposed removal must be given to the Trustee sought to be removed by registered mail prior to the meeting at which the removal is to be voted upon. A Trustee shall be removed following two unexcused absences from meetings of the Board of Trustees.

2.7) Trustee Replacement

Any vacancy occurring on the Board of Trustees by reason of the death, resignation, or removal of a Trustee shall be filled by appointment by the remaining Trustees. Such appointee shall serve during the unexpired term of the Trustee whose position has become vacant.

2.9) Spending Limitation

The Board of Trustees shall limit their annual aggregate non-routine expenses, including but not limited to capital expenditures and legal expenses, to 25% of the prior years dues collections. Expenditures in excess of 25% must be approved by a two-thirds majority vote of paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members disclosing the amount and purpose of the proposed excess non-routine expenditures.

ARTICLE 3, DUTIES OF OFFICERS

3.1) President

The President of the Board of Trustees shall supervise all activities of the Corporation; execute all instruments in its behalf; preside at all meetings of the Board of Trustees and of the membership of the Corporation; call such meetings of the membership as may be deemed necessary, other than the annual meetings of the membership; and perform such other duties usually inherent in such an office.

3.2) Vice-President

The Vice-President of the Board of Trustees shall act in the President's absence, and perform other such tasks as the President may direct.

3.3) Secretary

It shall be the duty of the Secretary of the Board of Trustees to keep all records of the Board of Trustees and of the Corporation, and perform other acts as the President may direct.

3.4) Treasurer

The Treasurer shall receive and be accountable for all funds belonging to the Corporation; pay all obligations incurred by the Corporation when payment is authorized by the Board of Trustees; maintain bank accounts in depositories designated by the Board of Trustees; and render periodic financial reports. The offices of Secretary and Treasurer may be combined in one office at the discretion of the Board of Trustees.

ARTICLE 4, DUES AND ASSESSMENTS

4.1) Authorization

Dues and assessments must be authorized by the Bylaws. Changes in the annual dues amount and all special assessments must be authorized by a two-thirds majority vote of the paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members, disclosing the proposed dues amount or special assessment and the purpose for such action.

4.2) Liability for Assessments

Each Member shall deem to covenant and agree to pay a yearly assessment or charge in the spring of each year for the purpose of funding the Inglewood Beach Club, Inc. for the purposes specified in the Inglewood Beach Club Articles of Incorporation as approved by the Secretary of the State of Washington, June 24, 1965.

4.3) Initiation Fees

There shall be no initiation fees with respect to new members.

4.4) Effect of Non-Payment of Assessment

The Corporation reserves the right to suspend the enjoyment rights of any member in the beach, or other common property, for any period during which an assessment payable by the member remains unpaid.

9005161176

4.5) Exempt Property

The following property subject to this declaration shall be exempt from the assessment charges, and liens created herein:

- 4.5.1) All common properties owned by the Corporation.
- 4.5.2) All properties dedicated to public use.
- 4.5.3) All properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

ARTICLE 5, DISSOLUTION / SHARES PROGRAM

5.01)

The Inglewood Beach Club property (lots 14, 15, 16, 17, of block 4, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169, records of King County, Wa.) commonly known as "the Beach", is set aside in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

5.02)

The Inglewood Beach Club property (all that portion of lots 37, 38, 39, 40, and 1 (one), Block 52, Plat of Inglewood, as recorded in Volume 3 of Plats, page 169, in King County, Wa, lying southwesterly of Inglewood Hill Road) commonly known as "the Triangle" is set aside in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

5.1) Dissolution

5.1.1)

Inglewood Beach Club Properties may be sold only if:
:Inglewood Beach Club financial failure is imminent, a majority of members sign consent to sell documents, and a majority of members present at a special meeting where all members have been notified by mail of the time and purpose of the meeting, vote to sell the Inglewood beach club properties.

5.1.2)

Upon disbursement of Inglewood Beach Club assets, each member shall receive dissolution proceeds in proportion to the number of shares that have been awarded to the member as compared with the total number of shares awarded to all members during the previous five year period.

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5.2) Shares Program

- 5.2.1) Award one share for each year of dues paid in the last 5 years.
- 5.2.2) Award one share for each Annual Meeting attended in the last 5 years if the members dues have been paid.
- 5.2.3) Award five shares for each year of service as a Trustee during the last 5 years. Shares shall be awarded to trustees only if Trustee performance has been satisfactory as determined by a majority vote of the other Trustees serving on the same board.
- 5.2.4) All awarded shares are non-transferable and attach to the member property represented.
- 5.2.5) Current property owners may be awarded shares for paying prior years dues subject to the conditions, such as interest and penalty, as determined by the then-current Board of Trustees.
- 5.2.6) New property owners may be awarded shares for paying prior years dues without penalty or interest.
- 5.2.7) Shares shall not be awarded for prior years dues payments once disbursement of Inglewood Beach Club assets is undertaken.
- 5.2.8) All members may receive \$1.00 prior to the distribution of sale proceeds if it becomes legally expedient to do so.

ARTICLE 6, AMENDMENTS

6.1) Amendment Requirements

These Bylaws may be amended by a majority vote of the Corporation's members present at an annual or special meeting of the membership where written notice of the meeting discloses fully the content and purpose of such proposed amendment.

6.2) Amendment Submittals

Bylaw amendments may be submitted by either (1) the Board of Trustees, or (2) a member if submitted with 5 other member signatures, in time for publication in the Spring Newsletter or notice associated with a special meeting.

CERTIFICATE OF AMENDMENT

The undersigned, being all of the Trustees of the Inglewood Beach Club, Inc., hereby certify that the foregoing are the 3rd. amended Bylaws adopted at the annual meeting of the membership of said corporation the 18th. Day of April, 1990

President	<u>[Signature]</u>	Daniel M. Nelson
Vice-President	<u>[Signature]</u>	Bruce M. Evans
Treasurer	<u>Paula S. Niecestro</u>	Paula S. Niecestro
Secretary	<u>Nan Gordon</u>	Nan Gordon
Trustee	<u>Amy MacAuley</u>	Amy MacAuley ^{AM.}

State of Washington, County of King

Signed or attested before me on this 15th day of May 1990 by the Board of Trustees of the Inglewood Beach Club, Incorporated.

9005161176



Kimberly Jo Barnett

Notary Public in and for the State of Washington,
King County

for record at request of
INGLEWOOD BEACH CLUB
 address P/O BOX 753
REDMOND, WA. 98053

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COURT CLERK
KING COUNTY, WA.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

RHEA BARK, Trustee of the
Jensen Family Trust,

Plaintiff,

v.

KING COUNTY, a Washington
municipal corporation,

Defendants.

NO. 91-2-20802-6

ORDER GRANTING PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT;
DENYING MOTION OF DEFENDANT
(REV., PROPOSED)

This matter having come on regularly for hearing this day before the undersigned Judge of the above entitled court, upon cross-motions of the parties for summary judgment; the Plaintiff having appeared by its attorney Larry Setchell of Larry Setchell, P.S.; the Defendant having appeared by its attorney Norman Maleng, prosecutor, by Stanley Tate, deputy; the court having heard statements of counsel and having considered the record and file herein, and the following evidence:

1. Declaration of Rhea Bark and exhibits thereto dated March 31, 1992;
2. Certified copy of Plat of Inglewood.
3. Supplemental Declaration of Rhea Bark, dated May 18, 1992.
4. Abstract of Deposition Upon Oral Examination of

Order Granting Plaintiff's
Motion for Summary Judgment -1-

LARRY SETCHELL, P.S.
P.O. Box 940
Vashon, Washington 98070
206/292-9333

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Description

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William S. Vicek,

5. Abstract of Deposition Upon Oral Examination of James Bergsma.

6. Declaration of William H. Hudson, dated May 18, 1992.

7. Declaration of James Bergsma and Exhibits thereto.

8. Declaration of William Vicek and Exhibits thereto.

Based on the argument of counsel and the evidence presented the Court finds that no genuine issue of material fact exists on Plaintiff's claim for declaration of vacation of an ancient right-of-way and for quieting title and the Plaintiff Jensen Family Trust is entitled to judgment as a matter of law. Based on the above findings, and the court having been fully advised in the premises; Now Therefore,

IT IS ORDERED that Plaintiff's motion for summary judgment is granted. Judgment shall be entered in favor of the Plaintiff upon its claim for declaration of vacation of the ancient right-of-way, all that portion of Illinois Avenue (also known as 202nd Avenue N.E.) as shown on and dedicated to the public in Inglewood, as per plat recorded in Volume 3 of Plats on Page 169, records of King County, Washington lying southwesterly of a line located 30 feet (measured perpendicular to) southwesterly of and parallel with the centerline of East Lake Sammamish Parkway N.E. (All being located in the SW 1/4 of Section 29, Township 25 North, Range 6 East, W.M.), and for quieting title to such right-

Order Granting Plaintiff's Motion for Summary Judgment -2-

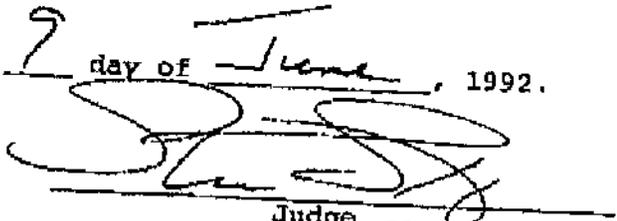
LARRY SETCHELL, P.S.
P.O. Box 940
Vashon, Washington 98070
206/292-9333

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of-way in the name of Plaintiff Trust; and,

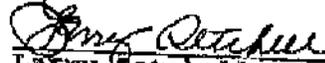
IT IS FURTHER ORDERED that the motion of Defendant King County for summary judgment be and hereby is denied, and its claim for adverse possession as stated in its motion for summary judgment shall be and hereby is ordered dismissed, with prejudice and without costs.

DONE IN OPEN COURT this 9 day of June, 1992.



Judge STEVEN SCOTT

Presented by:
LARRY SETCHELL, P.S.

By 
Larry Setchell, WSEA #4659,
Attorney for Plaintiff

ORIGINAL

FILED

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KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

RHEA BARK, Trustee of the
Jensen Family Trust,

Plaintiff,

v.

KING COUNTY, a Washington
municipal corporation,

Defendants.

NO. 91-2-20802-6

FINAL JUDGMENT AND DECREE
QUIETING TITLE
(Clerk's Action Required)

This matter having come on regularly for hearing this day before the undersigned Judge of the above entitled court, Plaintiff Jensen Family Trust having appeared by its attorney Larry Setchell of Larry Setchell, P.S.; the court having heard statements of counsel and having considered the record and file herein; the Court having further granted the motion of Plaintiff for summary judgment and having otherwise been fully advised in the premises; NOW, THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that fee simple title in and to the lands and premises in King County, Washington, described as:

All that portion of Illinois Avenue (also known as 202nd Avenue N.E.) as shown on and dedicated to the public in Inglewood, as per plat recorded in Volume 3 of Plats on Page 169, records of King County, Washington lying southwesterly of a line located 30 feet

Final Judgment and Decree
Quieting Title -1-

LARRY SETCHELL, P.S.
P.O. Box 940
Vashon, Washington 98070
206/292-9333

	CAL 19
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	JUDG 22
	DISC 23
	CRIM
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	TRANS

Handwritten initials/signature

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(measured perpendicular to) southwesterly of
and parallel with the centerline of East Lake
Sammamish Parkway N.E. All being located in
the SW 1/4 of Section 29, Township 25
North, Range 6 East, W.M.

be and hereby is quieted, established, and confirmed in the
Jensen Family Trust.

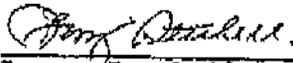
DONE IN OPEN COURT this 23 day of September, 1992.



Judge

Presented by:

LARRY SETCHELL, P.S.

By 
Larry Satchell, WSBA #4659,
Attorney for Plaintiff

Notice of Presentation Waived;
Approved as to Form

KING COUNTY PROSECUTOR, CIVIL DIVISION

By 
Stanley D. Tate, WSDA #17943,
Attorney for Defendants

Final Judgment and Decree
Quieting Title -2-

LARRY SETCHELL, P.S.
P.O. Box 940
Vashon, Washington 98070
206/292-9333



EASEMENT

ORIGINAL

RISE TAX NOT REQUIRED King Co. Records Division

By _____ Deputy

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, JENBEN FAMILY TRUST, by RHEA BARK, TRUSTEE ("Grantor" herein), hereby conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in KING COUNTY, Washington.

LOTS 1 TO 20 (INCLUSIVE), BLOCK 6, AND LOTS 35 TO 40 (INCLUSIVE), BLOCK 7, INGLEWOOD ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 168, IN KING COUNTY WASHINGTON, LYING WESTERLY OF THE WEST MARGIN OF EAST LAKE SAMMANISH PARKWAY NE., IN KING COUNTY WASHINGTON, LESS COUNTY ROADS AND LESS BURLINGTON NORTHERN RAILWAY RIGHT OF WAY; TOGETHER WITH THAT PORTION OF 202ND AV. NE (FORMERLY ILLINOIS AVE) AS INDICATED ON THE PLAT OF INGLEWOOD, VOLUME 3 OF PLATS PAGE 168, RECORDS OF KING COUNTY, WASHINGTON, WHICH UPON VACATION WILL REVERT TO THE FOLLOWING DESCRIBED ADJUTING PREMISES BY OPERATION OF LAW.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) described as follows: A Right-of-Way _____ feet in width having _____ feet of such width on each side of a centerline described as follows:

A STRIP OF LAND 15 FEET IN WIDTH LYING WITHIN THE ABOVE DESCRIBED PROPERTY, BEING PARALLEL WITH AND ADJOINING THE WEST MARGIN OF SAID EAST LAKE SAMMANISH PARKWAY NE.

9412010277

RECORDED IN KING COUNTY RECORDS 002 PM 8:20 PM 941201-0277 09:26:05 AM KING COUNTY RECORDS 002 PM

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge and use one or more electric transmission and/or distribution systems over and/or under the Easement Area, together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:
 - a. Overhead facilities. Poles and/or towers with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable, communication and signal lines; transformers.
 - b. Underground facilities. Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches; fiber optic cable, communication and signal lines.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for its systems.
2. Access. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall repair or reasonably compensate Grantor for any damage to the Property, including damage to roads, crops, driveways and fences caused by the exercise of such right of access.
3. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees and other vegetation presently existing upon the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of bush, trees and other vegetation upon the Easement Area which could, in the opinion of Grantee, interfere with the exercise of Grantee's rights herein or create a hazard to Grantee's systems.
4. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area which could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantor shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.
5. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building, structure or other object on the Easement Area, and Grantor shall do no blasting within 300 feet of Grantee's systems without Grantee's prior written consent.
6. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

780.32 0-88 Transmission JOB#407803-X01 258-115&120

FILED FOR RECORD AT REQUEST OF: PUGET POWER UTILITIES DEPARTMENT P.O. BOX 97034 BELLEVUE, WASHINGTON 98005-9734 ATTENTION: THOM DAVIS

5000.00 89.00 E1496500 12/03/1994

0260 0370 0370 0460 Jap

7. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided, that no abandonment shall be deemed to have occurred by reason of Grantor's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

8. Successors and Assigns. Grantee shall have the right to assign, a portion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

Dated this 21st day of November, 18 94.

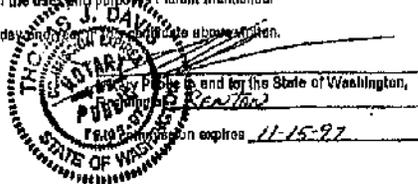
GRANTOR

BY Rhea Bark Trustee
Jonson Family Trust, by Rhea Bark, Trustee

STATE OF WASHINGTON)
COUNTY OF) 86

On this 21st day of November, 18 94, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rhea Bark, Trustee, for the Jonson Family Trust, who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed as Trustees, for the uses and purposes therein mentioned.

Witness my hand and official seal this day and year first above written.



9412010277

9412010277

Recording Requested By And
When Recorded Mail To:

King County
Water and Lands Resources Division
Open Space Acquisitions Unit
201 South Jackson Street, Suite 600
Seattle, WA 98104



**DEED OF RIGHT TO USE LAND
FOR PUBLIC RECREATION PURPOSES**

Grantor [Seller]: King County, a political subdivision of the State of Washington
Grantee [Buyer]: The State of Washington
Legal Description (abbreviated): Lots 1-4 & 18-58, Blk 9, Lots 36-40, Blk 7, Vac. Illinois Ave
adjoining Blks 6, 7 and 9, Lots 1-10 & 17-27, Blk 6 & vac. St. adj., AND Lots 11-16 Blk 6,
Inglewood, Vol. 3, pg. 169,
Additional legal(s) on Page 4-5.

Assessor's Tax Parcel ID#: 357530-0591, 357530-0592, 357530-0460, 357530-0363, 357530-
0260, 357530-0340, and 357530-0370.

Project [Area]: Lake Wilderness Trail Conversion.

The Grantor, King County, for and in consideration of monies coming in whole or in part from
the Outdoor Recreation Account of the General Fund of the State of Washington and in
fulfillment of terms of the Project Agreement identified below, conveys and grants to the State of
Washington individually and as the representative of all the people of the State, the right to use
the real property described below forever for the outdoor recreation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the
State of Washington through the Interagency Committee for Outdoor Recreation entitled
Lake Wilderness Trail Project Number 80-052A signed by the Grantor on the 26th day of March,
1980 and by the Interagency Committee on the 11th day of March, 1980 and the application and
supporting materials which are on file with the Grantor and the state in connection with the
Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this
deed, or any part of it, which is inconsistent with the right to use for public outdoor recreation
herein granted unless the state, through the Interagency Committee for Outdoor Recreation or its
successors, consents to the inconsistent use, which consent shall be granted only upon conditions
which will ensure that other outdoor recreation land of at least equal fair market value at the time
of change of use and of nearly as feasible equivalent usefulness and location for the public

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Deed of Right to Use Land for Public Recreation Purposes

recreation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 79A.25.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 79A.25.100 reads as follows:

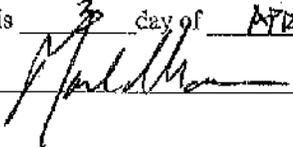
"Marine recreation land with respect to which money has been expended under RCW 43.99.080 (recodified as RCW 79A.25.080) shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

The real property covered by this deed is described as follows:

ATTACHMENT "A", by this reference incorporated hereto and made a part hereof.

This deed shall in no way modify or extinguish the function of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 3 day of APRIL, 2006

BY: 

Deed of Right to Use Land for Public Recreation Purposes

ATTACHMENT "A"

BARK-JENSEN:

PARCEL A:

Lots 1 through 4, inclusive, and Lots 18 through 58, inclusive, all in Block 9, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington;

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

PARCEL B:

That portion of Lots 36 through 40, Block 7, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No.2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

PARCEL C:

All that portion of Illinois Avenue (also known as 202nd Avenue Northeast) as shown and dedicated to the public in Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Southwesterly of a line located 30 feet (measured perpendicularly to) Southwesterly of and parallel with the centerline of East Lake Sammamish Parkway Northeast, as vacated in King County Superior Court Cause Number 91-2-20802-6;

PARCEL D:

That portion of Lots 1 through 10 and 17 through 27, Block 6, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111;

Deed of Right to Use Land for Public Recreation Purposes

AND EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 625790, 983353, 983354 and 983355;

AND EXCEPT that portion condemned for road in King County Superior Court Cause Number 106364;

AND EXCEPT those portions reserved for road by King County in deeds recorded under Recording numbers 860989 and 2957937;

TOGETHER WITH those portions of vacated Ash Street (Northeast 16th Street) and Depot Street adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

PARCEL E:

That portion of Lots 11 through 16, Block 6, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2);

EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 983354 and 983356;

AND EXCEPT that portion reserved for road in deed recorded under Recording Number 796006;

TOGETHER WITH that portion of vacated Ash Street (Northeast 16th Street) adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

PARCEL F:

That portion of the South 50 feet of Government Lot 2, in Section 29, Township 25 North, Range 6 East, W.M., in King County, Washington, lying West of Issaquah-Redmond Road;

EXCEPT any portion lying Westerly of the Easterly margin of the Northern Pacific Railway Company right of way.

EXHIBIT 29

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


Authorized Countersignature

stewart
title guaranty company




Matt Morris
President and CEO

Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188
(206) 770-8700

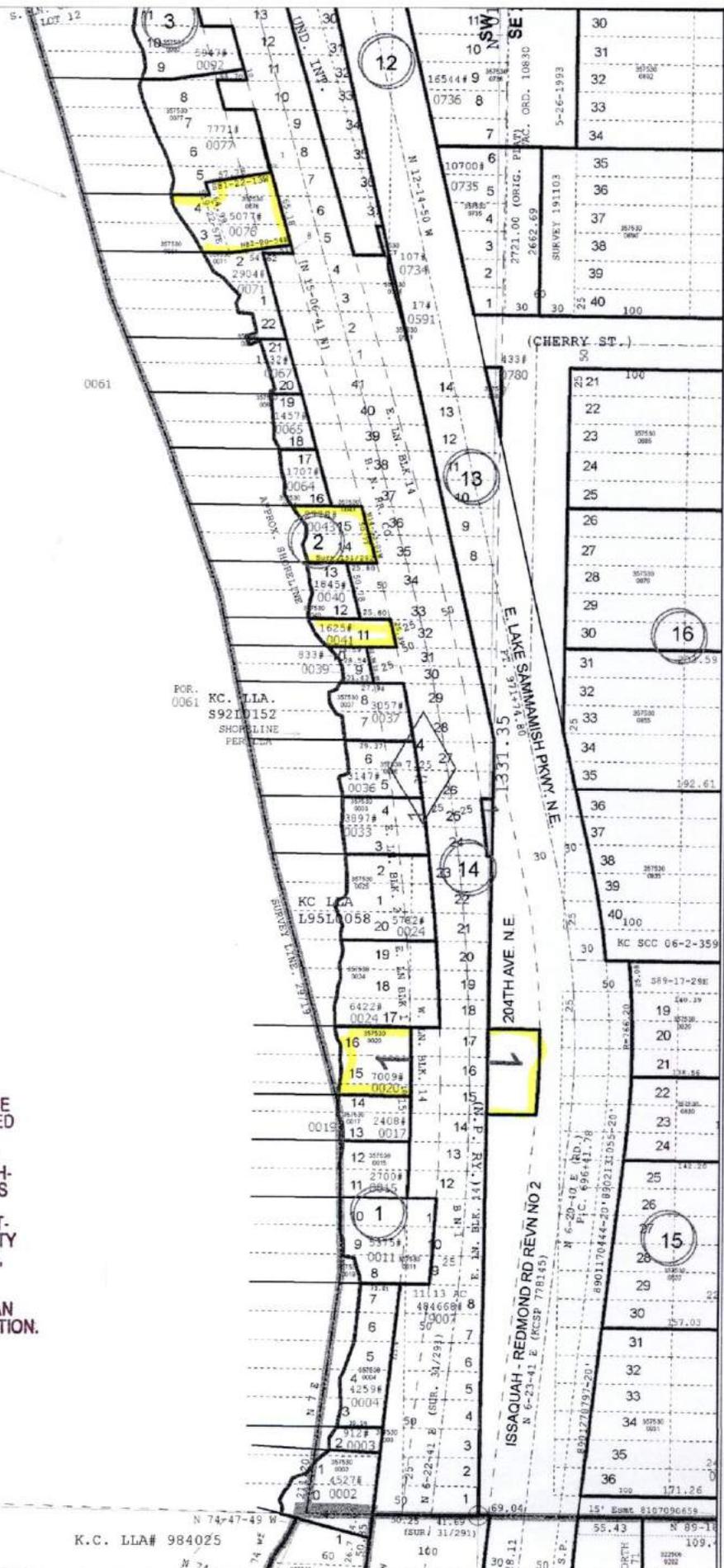

Denise Carraux
Secretary



357530

INGLEWOOD ADD.

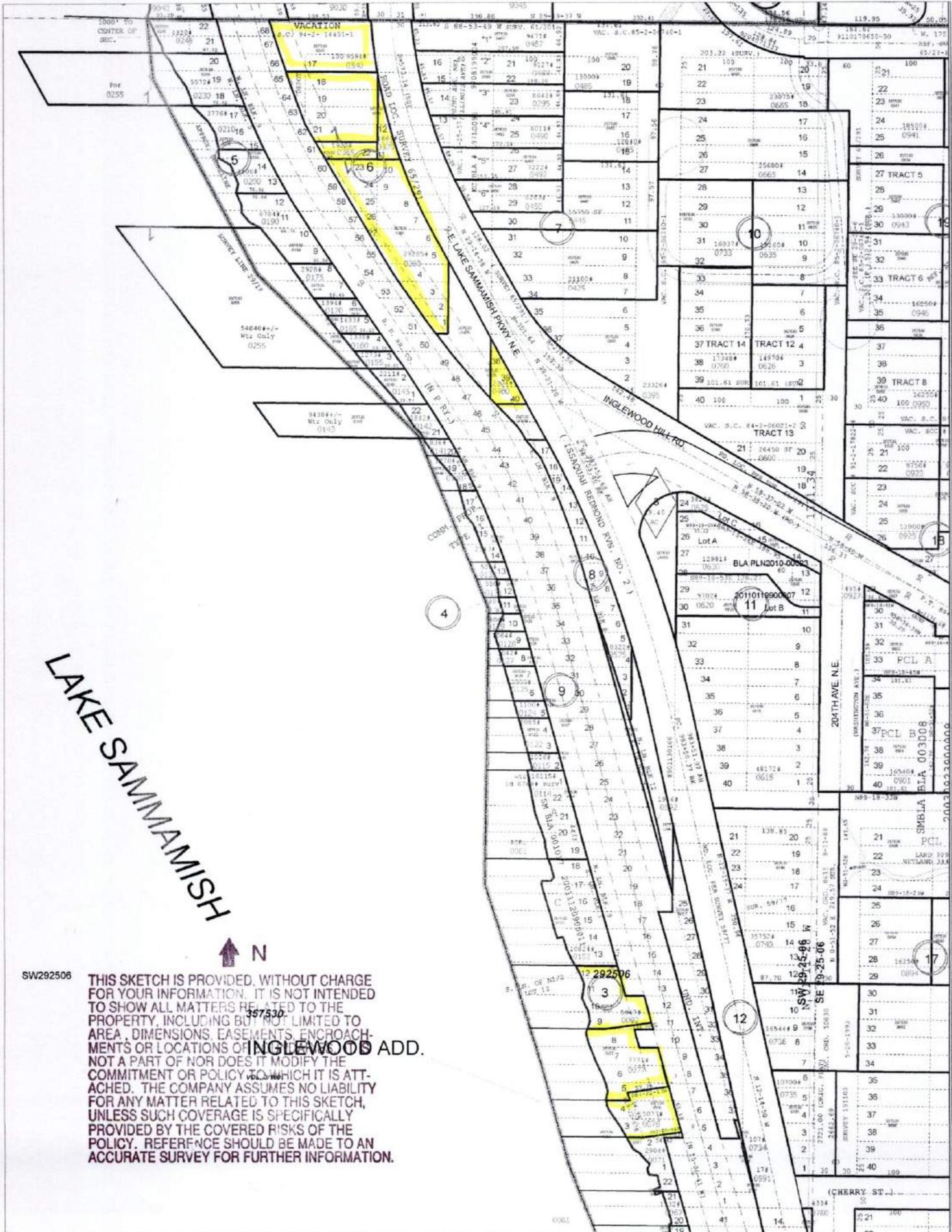
VOL. 3/169



THIS SKETCH IS PROVIDED, WITHOUT CHARGE FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF NOR DOES IT MODIFY THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

K.C. LLA# 984025

15' BARK 810709658
 55.43 N 89-18
 109.1



LAKE SAMMAMISH



SW292506

THIS SKETCH IS PROVIDED, WITHOUT CHARGE FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS OR LOCATIONS OF INGLEWOOD ADD. NOT A PART OF NOR DOES IT MODIFY THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

AFTER RECORDING MAIL TO:
Daniel & Susan Denton
835 E Lake Sammamish Parkway NE
Sammamish, WA 98074



20051229003223
COMMONWEALTH L WD 33.00
PAGE 001 OF 002
12/29/2005 16:11
KING COUNTY, WA
E2178811
12/29/2005 15:51
KING COUNTY, WA
TAX \$29,375.00
SALE \$1,650,000.0

PAGE 001 OF 001

Filed for Record at Request of: The Talon Group, a Division of First American Title Insurance Company
Escrow Number: 1-0511 202 Standard
Commonwealth L WD

RS 201637920 Statutory Warranty Deed 2/33

Grantor(s):
Grantee(s): Daniel G. Denton and Susan T. Denton
Abbreviated Legal: Ptn of Lot 14, All of Lots 15 & 16, Blk 1, Inglewood Tracts and Ptn of Lot 15,
Additional Legal(s) on page: all of lots 16 and 17 Blk 14, Inglewood Tracts
Assessor's Tax Parcel Number(s): 3575300020 Addition

THE GRANTOR Paul James Wolfe, an unmarried individual for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Daniel G. Denton and Susan T. Denton, husband and wife the following described real estate, situated in the County of (King), State of Washington:

Legal description attached hereto and incorporated herein made reference as exhibit "A", pg 2

GRANTOR ACKNOWLEDGES THAT TITLE TO THE PROPERTY IS MARKETABLE AT THE TIME OF THIS CONVEYANCE. THE FOLLOWING SHALL NOT CAUSE THE TITLE TO BE UNMARKETABLE: RIGHTS, RESERVATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS, PRESENTLY OF RECORD AND GENERAL TO THE AREA; EASEMENTS AND ENCROACHMENTS, NOT MATERIALLY AFFECTING THE VALUE OF OR UNDULY INTERFERING WITH GRANTEE'S REASONABLE USE OF THE PROPERTY; AND RESERVED OIL AND/OR MINING RIGHTS.

Document Date: 12-23-05
By Paul James Wolfe
Paul James Wolfe

STATE OF Hawaii
County of Hawaii SS:

I certify that I know or have satisfactory evidence that (is) are the person(s) who appeared before me, and said person(s) acknowledged that (he) she/they signed this instrument and acknowledged it to be (his) her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 23 day of December, 2005
Elaine R. N. Yamamoto
Notary Public in and for the State of Hawaii
Residing at Kukuihaele, Hawaii
My appointment expires: 11-20-2009
ELAINE R. N. YAMAMOTO



Order No. RJ - 20163792

EXHIBIT "A"

LOTS 15 AND 16 AND THE NORTH 10 FEET OF LOT 14 IN BLOCK 1 OF INGLEWOOD ADDITION, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 169, RECORDS OF KING COUNTY;

EXCEPT BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY;

TOGETHER WITH SECOND CLASS SHORELANDS ADJACENT;

ALSO TOGETHER WITH THE NORTH TEN FEET OF LOT 15 AND ALL OF LOTS 16 AND 17, BLOCK 14, INGLEWOOD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONVEYED TO THE NORTHERN PACIFIC RAILWAY COMPANY BY DEED RECORDED UNDER KING COUNTY RECORDING NO J051111;

SITUATE IN THE CITY OF SAMMAMISH, COUNTY OF KING, STATE OF WASHINGTON.



20100507000703

FIDELITY NATION ID 62.00
PAGE-001 OF 001
05/07/2010 12:40
KING COUNTY, WA

AFTER RECORDING MAIL TO:

KATHLEEN M MOODIE and JOHN MOODIE
921 E LAKE SAMMAMISH PKWY NE
SAMMAMISH, WA 98074

E2440327

05/07/2010 12:39
KING COUNTY, WA
TAX \$3,476.00
SALE \$195,000.00
PAGE-001 OF 001

Filed for Record at Request of: Fidelity National Title Company

STATUTORY WARRANTY DEED

THE GRANTOR(S)

BARRY HUMPHREY and ANDREA PARKER, husband and wife

INSURED BY 1143
FIDELITY NATIONAL TITLE
1001000000

for and in consideration of Ten Dollars and Other Good and Valuable Consideration in hand paid, conveys, and warrants to

KATHLEEN M MOODIE and JOHN MOODIE, wife and husband



the following described real estate, situated in the County of King, State of Washington:

Parcel A:

Lots 9 and 10, Block 2, INGLEWOOD ADDITION; Except Northern Pacific Right-of-Way, according to the Plat thereof recorded in Volume 3 of Plats, Page(s) 169, records of King County, Washington.

Situate in the County of King, State of Washington

Parcel B:

Lot 11, Block 2, INGLEWOOD ADDITION, according to the Plat thereof recorded in Volume 3 of Plats, Page(s) 169, records of King County, Washington.

Situate in the County of King, State of Washington

Subject to Conditions, Covenants, Restrictions, Reservations, Rights, Easements and Taxes of record, if any.

Assessor's Property Tax Parcel/Account Number: 357530-0039, 357530-0041

Dated: April 28, 2010

BARRY HUMPHREY

ANDREA PARKER

STATE OF WASHINGTON

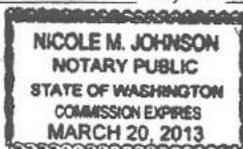
COUNTY OF KING

On this day personally appeared before me BARRY HUMPHREY AND ANDREA PARKER to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this the 31 day of May 2010

Notary Public in and for the State of Washington
residing at Northridge

My Commission Expires: 03-20-13



Escrow No.: 04-100402926-NJ

LPB-10 7/97



20041115002150
LAWYERS TITLE WD 20.00
PAGE001 OF 002
11/15/2004 15:28
KING COUNTY, WA

Return To:

David Taylor
819 Windsor Dr SE
Sammamish, WA 98074

E2083757

11/15/2004 15:16
KING COUNTY, WA
TAX \$8,942.00
SALE \$390,000.00

PAGE001 OF 001

STATUTORY WARRANTY DEED

Grantor:	Safe Investment Co., a Washington corporation
Grantee:	KOLE PROPERTIES, LLC
Abbreviated Legal Description:	Inglewood Add., Lots 14 and 15, Blk 2
Assessor's Tax Parcel Numbers:	357530-0043-02

THE GRANTOR, Safe Investment Co., a Washington corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and warrants to ~~KOLE PROPERTIES, LLC~~ a Washington limited liability company, the following described real estate, situated in the County of King, State of Washington:

Lots 14 and 15, Block 2, Inglewood Addition, according to the plat thereof recorded in Volume 3 of Plats, page 169, records of King County, Washington.

SUBJECT TO all encumbrances, easements, restrictions and reservations of record, and those general to the area.

Dated: November 10, 2004.

SAFE INVESTMENT CO.

By:

Tyler M. Johnson

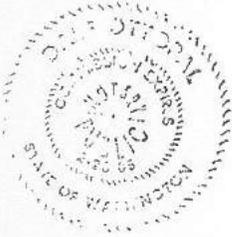
Its: Vice-President

RECORDED BY
LAWYERS TITLE AGENCY
OF WASHINGTON
Pg. 2 Feb 21
360 704 E

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Tyler M. Johnson, to me known to be the Vice-President of Safe Investment Co., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the same instrument.

GIVEN under my hand and official seal this 10th day of November, 2004.



[Signature]
DALE STOPAL
[print notary's name]
Notary Public in and for the State of Washington
residing at MAPLE VALLEY
My commission expires: 2-26-05

7802270573

Dated January 26, 19 78

Edmund L. O'Malley
Edmund L. O'Malley (Individual)
Virginia A. O'Malley
Virginia A. O'Malley (Individual)



STATE OF WASHINGTON
COUNTY OF King

STATE OF WASHINGTON
COUNTY OF _____

On this day personally appeared before me Edmund L. O'Malley and Virginia A. O'Malley to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

On this _____ day of _____, 19 __, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____ to me known to be the _____ President and _____ Secretary, respectively, of

GIVEN under my hand and official seal this _____ day of January, 19 78

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

[Signature]
Notary Public in and for the State of Washington, residing at Bellevue

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at _____

TL-3 R2 3/76

Filed for Record at Request of

When recorded return to

NAME P. James Wolfe
ADDRESS 615 E. Pike
CITY, STATE, ZIP Seattle WA 98122



307-4-1038 01-09-100 King County 482808 001 007

QUIT CLAIM DEED

THE GRANTOR Edmund L. O'Malley and Virginia A. O'Malley, husband & wife
in and in consideration of correction to original warranty deed when lot was sold
in 1978. Parcel was left off of legal in error.
conveys and quit claims to P. James Wolfe, also beneficiary of record as P. James Wolfe, as his
separate estate
the following described real estate, situated in the County of King
State of Washington together with all after acquired title of the grantor(s) therein:

PARCEL B:

That portion of Lots 3 and 4, Block 3, Inglewood Addition, according to the plat thereof recorded in Volume 3 of Plats, page 169, in King County, Washington, lying westerly of the herein described line:

Commencing at the southeast corner of that portion of said Lot 3 lying westerly of the Northern Pacific Railway Company right of way; thence north 89°18'04" west along the south line of said Lot 3, a distance of 54.62 feet to the TRUE POINT OF BEGINNING of the herein described line; thence north 19°22'57" west to the north line of Lot 4, Block 3, of said plat and the terminus of said described line.

9307141708

R-164412 MR

Dated July 1 1993
Edmund L. O'Malley (INDIVIDUAL) By _____ (PRESIDENT)
Virginia A. O'Malley (INDIVIDUAL) By _____ (SECRETARY)

STATE OF WASHINGTON } STATE OF WASHINGTON }
COUNTY OF _____ } COUNTY OF _____ }

On this day personally appeared before me Edmund L. O'Malley and Virginia A. O'Malley
O'Malley
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they
signed the same as tho. a
free and voluntary act and deed for the uses and purposes therein mentioned.

On this _____ day of _____
19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____
and _____
to me known to be the _____ President
and _____ Secretary, respectively, of
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and an oath stated that _____
authorized to execute the said instrument
and that the seal affixed is the corporate seal of said corporation.

G1, R1 under my hand and official seal this July 1993
Donna Let
Notary Public in and for the State of Washington, residing at _____
above written _____
Notary Public in and for the State of Washington, residing at _____



EXHIBIT "A"

LOTS 5, 6, 7 AND 8, BLOCK 3, INGLEWOOD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE(S) 169, RECORDS OF KING COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY QUIT CLAIM DEED RECORDED SEPTEMBER 18, 1998 UNDER RECORDING NUMBER 9809181252 EXCEPT THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY; AND EXCEPT THE EAST 1 FOOT OF SAID LOTS 5 AND 6; AND EXCEPT THAT PORTION OF SAID LOTS LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THAT PORTION OF LOT 3, BLOCK 3, OF SAID PLAT, LYING WESTERLY OF THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY; THENCE NORTH 89°18'04" WEST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 54.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 82°20'54" EAST 53.00 FEET; THENCE NORTH 15°06'41" WEST 65.18 FEET; THENCE SOUTH 81°22'13" WEST 57.76 FEET; THENCE SOUTH 19°22'57" EAST 64.99 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF LOT 9, BLOCK 3, OF SAID PLAT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9 THEREOF AND ACCORDING TO THE PLAT OF SURVEY RECORDED UNDER RECORDING NO. 7404080512, IN KING COUNTY, WASHINGTON; THENCE NORTH 89°18'15" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 66.70 FEET; THENCE NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 9, SAID POINT BEARING NORTH 15°06'41" WEST, A DISTANCE OF 10.00 FEET FROM SAID SOUTHEAST CORNER; THENCE SOUTH 15°06'41" EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

ALSO TOGETHER WITH AN UNDIVIDED 1/3 INTEREST IN THE FOLLOWING LOTS 21 THROUGH 37, INCLUSIVE, BLOCK 12, OF SAID PLAT OF INGLEWOOD; EXCEPT THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY; AND EXCEPT THAT PORTION OF SAID LOTS 21 THROUGH 26, INCLUSIVE, LYING EASTERLY OF THE ISSAQUAH-REDMOND REVISION ROAD NO. 2, PROVIDED ANY PORTION OF THESE LOTS LIES EASTERLY OF SAID ROAD; AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NO. 2668512;

TOGETHER WITH AN UNDIVIDED 1/3 INTEREST IN THE FOLLOWING PROPERTY:

LOTS 5 THROUGH 17, INCLUSIVE, BLOCK 9, PLAT OF INGLEWOOD; EXCEPT THAT PORTION LYING WITHIN THE NORTHERN PACIFIC RIGHT OF WAY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE(S) 169, RECORDS OF KING COUNTY, WASHINGTON;

SITUATE IN THE CITY OF SAMMAMISH, COUNTY OF KING, STATE OF WASHINGTON.

AFTER RECORDING RETURN TO:
Richard and Nancy Delie
4122 204th Avenue NE
Sammamish, WA 98074



20160226000556
FIDELITY NATIO QCD 75.00
PAGE-001 OF 003
02/26/2016 11:15
KING COUNTY, WA

INSURED BY
FIDELITY NATIONAL TITLE

611121633 3174

Reference Number of Related Document:
Grantor(s): Richard A. Delie and Nancy S. Delie, Trustees of the Delie Living Trust
under Agreement dated March 29, 2002
Grantee(s): LakeSamm Enterprises, L.L.C. *BK 12*
Abbreviated Legal Description: Por. Lots 9 - 12 Plat of Inglewood TGW Shorelands
Adjoining.
Additional Legal Description is on Exhibit A of Document
Assessor's Property Tax Parcel or Account No.: 357530-0092 *02*

QUIT CLAIM DEED

THE GRANTOR, RICHARD A. DELIE and NANCY S. DELIE, Trustees of the Delie Living Trust under Agreement dated March 29, 2002, which assumed title as LakeSamm Enterprises, L.L.C., a Washington corporation, for no consideration but but to transfer Grantor's interest in real property to a limited liability company in which Grantor holds an ownership interest in the same proportion as their ownership interest in such real property (WAC 458-61A-211(2)(a)), conveys and quit claims to LAKESAMM ENTERPRISES, L.L.C., a Washington limited liability company, as Grantee, the following described real estate, situated in the County of King, State of Washington, including any after-acquired title or interest:

[See Attached Exhibit A]

Dated this 10th day of February, 2016.

GRANTOR:

Richard A. Delie

Richard A. Delie, Trustees of the Delie Living Trust
under Agreement dated March 29, 2002

Nancy S. Delie

Nancy S. Delie, Trustees of the Delie Living Trust
under Agreement dated March 29, 2002

E2781787

02/26/2016 11:14
KING COUNTY, WA
TAX
SALE

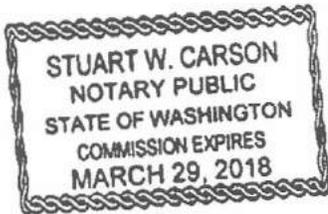
\$10.00
\$0.00

PAGE-001 OF 001

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Richard A. Delie and Nancy S. Delie are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Trustees of the Delie Living Trust under agreement dated March 29, 2002, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 10th day of February, 2016.





STUART W. CARSON

(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at Sammamish, WA
My Commission expires: 3/29/18

LINE, OF THE NORTH HALF OF TRACT 12, BLOCK 3, INGLEWOOD, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF PLATS, ON PAGE 169, AND ACCORDING TO PLAT OF SURVEY RECORDED UNDER AUDITOR'S RECEIVING NO. 7404000512, ALL RECORDS OF KING COUNTY, WASHINGTON; EXCEPT THAT PORTION THEREOF LYING WITHIN THE BURLINGTON-NORTHERN RAILWAY RIGHT-OF-WAY; TOGETHER WITH SECOND-CLASS SHORELANDS ADJOINING; AND; LOT 11 AND THE SOUTH HALF OF LOT 12, BLOCK 3, INGLEWOOD, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 169, KING COUNTY, WASHINGTON; EXCEPT THAT PORTION THEREOF LYING WITHIN THE NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY; TOGETHER WITH ALL SECOND-CLASS SHORELANDS ADJOINING; AND LOTS 9 AND 10, BLOCK 3, INGLEWOOD ADDITION, VOLUME 3 OF PLATS, PAGE 169, RECORDS OF KING COUNTY; EXCEPT THAT PORTION THEREOF LYING WITHIN THE BURLINGTON-NORTHERN RAILWAY RIGHT-OF-WAY; TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING; EXCEPT THAT PORTION OF LOT 9, BLOCK 3, OF SAID PLAT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9 THEREOF AND ACCORDING TO THE PLAT OF SURVEY RECORDED UNDER RECORDING NO. 7404000512, IN KING COUNTY, WASHINGTON; THENCE NORTH 89°18'15" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 66.70 FEET; THENCE NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 9, SAID POINT BEARING NORTH 15°06'41" WEST, A DISTANCE OF 10.00 FEET FROM THE SAID SOUTHEAST CORNER; THENCE SOUTH 15°06'41" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; SITUATE IN THE CITY OF SAMMAMISH, COUNTY OF KING, STATE OF WASHINGTON.

A-1

CHICAGO TITLE INSURANCE COMPANY

567950 STATUTORY WARRANTY DEED

Dated AUGUST 16, 2002

THE GRANTOR
 JOHN L. SCHALLER, AS SUCCESSOR TRUSTEE OF THE JENSEN FAMILY TRUST, DATED JUNE 8, 1977, AND
 JOHN LENTZ SCHALLER, A SINGLE PERSON, DIANE BARK, A SINGLE PERSON, DAVID BARK, A SINGLE
 PERSON AND CLAUDIA BARK, A SINGLE PERSON

for and in consideration of
 TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

11995
 CHICAGO TITLE INS CO
 REF# 5107958-6

in hand paid, conveys and warrants to
 KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON

the following described real estate situated in the County of KING
 State of Washington
 Tax Account Number(s)

THE ABBREVIATED LEGAL DESCRIPTION IS AS FOLLOWS:
 PARCEL A: A PORTION OF LOTS 1-4 & 18-58, BLOCK 9, VOL B PG 169,
 PARCEL B: A PORTION OF LOTS 36-40, BLOCK 7, VOL 3 PG 169;
 PARCEL C: A PORTION OF VACATED ILLINOIS AVE ADJOINING BLOCKS 6, 7 AND
 9, VOL 3 PG 169;
 PARCEL D: A PORTION OF LOTS 1-10 & 17-27, BLOCK 6, VOL 3 PG 169 TGM PTN
 VAC ST ADT.
 PARCEL E: A PORTION OF LOTS 11-167, BLOCK 6, VOL 3 PG 169 TGM PTN VAC
 ST ADT.
 SUBJECT TO EXCEPTIONS SET FORTH ON ATTACHED EXHIBIT "B" AND BY
 THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED
 HEREIN.

THE COMPLETE LEGAL DESCRIPTION IS LOCATED ON PAGE 2 AS EXHIBIT
 "A".

APPROVED BY KING COUNTY

[Signature]
[Signature]

SEE ATTACHED SIGNATURE PAGE

357530 0340
 357530 0260
 357530 0365
 357530 0460
 357530 0592
 357530 0591

TAX PARCELS:
 "A"

SWD/RDA/0899

2002 090 6000899

CHICAGO TITLE INSURANCE COMPANY

20020906000899

29.08

CHICAGO TITLE INSURANCE COMPANY
 PAGE 001 OF 011
 08/06/2002 11:28
 KING COUNTY, WA
 TAX \$18,413.00
 SALE \$65,000.00

E1908409

PAGE 001 OF 003

WHEN RECORDED RETURN TO
 KING COUNTY OPEN SPACE
 201 SOUTH JACKSON STREET #600
 SEATTLE, WASHINGTON 98104

GRANTOR.

David Bark

DAVID BARK

Diane Bark

DIANE BARK

CLAUDIA BARK

JOHN LENTZ SCHALLER

JENSEN FAMILY TRUST

JOHN L. SCHALLER, TRUSTEE

2002 090 6000000

GRANTOR:

DAVID BARK

DIANE BARK

CLAUDIA BARK



JOHN LENTZ SCHALLER

JENSEN FAMILY TRUST

JOHN L. SCHALLER, TRUSTEE

2002 09 09 0800000

GRANTOR:

DAVID BARK

DIANE BARK

CLAUDIA BARK

John Lente Schaller

JOHN LENTE SCHALLER

JENSEN FAMILY TRUST

John L. Schaller

JOHN L. SCHALLER, TRUSTEE *Trustee*

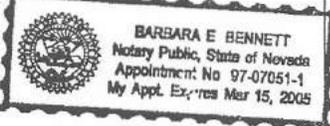
2002 090 600089

STATE OF ~~WASHINGTON~~ Nevada ss COUNTY OF Clark
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN L. SCHALLER IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS TRUSTEE OF THE JENSEN FAMILY TRUST DATED JUNE 8, 1977 TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: August 30, 2002

Barbara E. Bennett
NOTARY SIGNATURE

PRINTED NAME: BARBARA E. BENNETT
NOTARY PUBLIC IN AND FOR THE STATE OF ~~WASHINGTON~~ NEVADA
RESIDING AT 530 Ave. S. S. E.
MY APPOINTMENT EXPIRES March 15, 2005

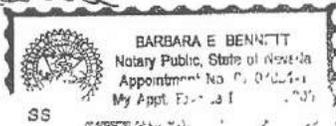


STATE OF ~~WASHINGTON~~ Nevada ss COUNTY OF Clark

ON THIS 30th DAY OF August, 2002 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ~~WASHINGTON~~ Nevada, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED JOHN LENTZ SCHALLER KNOWN TO ME TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED

Barbara E. Bennett
NOTARY SIGNATURE

PRINTED NAME: BARBARA E. BENNETT
NOTARY PUBLIC IN AND FOR THE STATE OF ~~WASHINGTON~~ Nevada
RESIDING AT 530 Ave S. S. E.
MY COMMISSION EXPIRES ON March 15, 2002



STATE OF WASHINGTON ss COUNTY OF _____

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED DIANE BARK KNOWN TO ME TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT SHE SIGNED AND SEALED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.

NOTARY SIGNATURE

PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY COMMISSION EXPIRES ON _____

2002 090 8000888

STATE OF WASHINGTON
COUNTY OF _____

SS

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY
COMMISSIONED AND SWORN, PERSONALLY APPEARED DAVID BARK KNOWN TO ME TO
BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN
INSTRUMENT AND ACKNOWLEDGED THAT HE SIGNED AND SEALED THE SAME AS HIS
FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN
MENTIONED.

NOTARY SIGNATURE _____

PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY COMMISSION EXPIRES ON _____

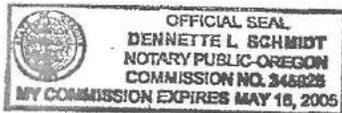
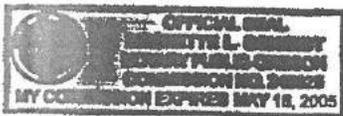
STATE OF ~~WASHINGTON~~ Oregon @
COUNTY OF Lane

SS

ON THIS 28th DAY OF August, 2002 BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY
COMMISSIONED AND SWORN, PERSONALLY APPEARED CLAUDIA BARK KNOWN TO ME TO
BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN
INSTRUMENT AND ACKNOWLEDGED THAT SHE SIGNED AND SEALED THE SAME AS HER
FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN
MENTIONED.

Dennette L. Schmidt
NOTARY SIGNATURE

PRINTED NAME: Dennette L. Schmidt @
NOTARY PUBLIC IN AND FOR THE STATE OF ~~WASHINGTON~~ Oregon
RESIDING AT Eugene OR
MY COMMISSION EXPIRES ON May 16, 2005



xpagec/r1m/4-9-97

2002 090 600899

STATE OF WASHINGTON
COUNTY OF King

SS

ON THIS 27th DAY OF August, 2002 BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY
COMMISSIONED AND SWORN, PERSONALLY APPEARED DAVID BARK KNOWN TO ME TO
BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN
INSTRUMENT AND ACKNOWLEDGED THAT HE SIGNED AND SEALED THE SAME AS HIS
FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN
MENTIONED

Bonnie Kloetsch
NOTARY SIGNATURE

PRINTED NAME: Bonnie Kloetsch
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Bethell
MY COMMISSION EXPIRES ON 1-23-05



STATE OF WASHINGTON
COUNTY OF _____

SS

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY
COMMISSIONED AND SWORN, PERSONALLY APPEARED CLAUDIA BARK KNOWN TO ME TO
BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN
INSTRUMENT AND ACKNOWLEDGED THAT SHE SIGNED AND SEALED THE SAME AS HER
FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN
MENTIONED.

NOTARY SIGNATURE

PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY COMMISSION EXPIRES ON _____

2002 090 6000888

CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

Escrow No. 567950

LEGAL DESCRIPTION

The land referred to is situated in the State of Washington, County of KING, and is described as follows

PARCEL A:

LOTS 1 THROUGH 4, INCLUSIVE, AND LOTS 18 THROUGH 58, INCLUSIVE, ALL IN BLOCK 9, INGLEWOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY MARGIN OF THE NORTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NUMBER 305111.

PARCEL B:

THAT PORTION OF LOTS 36 THROUGH 40, BLOCK 7, INGLEWOOD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF EAST LAKE SAMMAMISH PARKWAY N.E. (ISSAQUAH-REDMOND ROAD REV. NO. 2), EXCEPT THAT PORTION LYING WESTERLY OF THE EASTERLY MARGIN OF THE NORTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NUMBER 305111.

PARCEL C:

ALL THAT PORTION OF ILLINOIS AVENUE (ALSO KNOWN AS 202ND AVENUE N.E) AS SHOWN ON AND DEDICATED TO THE PUBLIC IN INGLEWOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF A LINE LOCATED 30 FEET (MEASURED PERPENDICULAR TO) SOUTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF EAST LAKE SAMMAMISH PARKWAY N.E., AS VACATED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 91-2-20802-6.

PARCEL D:

THAT PORTION OF LOTS 1 THROUGH 10 AND 17 THROUGH 27, BLOCK 6, INGLEWOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF EAST LAKE SAMMAMISH PARKWAY N.E (ISSAQUAH-REDMOND ROAD REV. NO. 2); EXCEPT THAT PORTION LYING WESTERLY OF THE EASTERLY MARGIN OF THE NORTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NUMBER 305111, AND EXCEPT THOSE PORTIONS CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER RECORDING NUMBERS 625790, 983353, 983354 & 983355; AND EXCEPT THAT PORTION CONDEMNED FOR ROAD IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 106364, AND EXCEPT THOSE PORTIONS RESERVED FOR ROAD BY KING COUNTY IN DEEDS RECORDED UNDER RECORDING NUMBERS 860989 & 2957937;

TOGETHER WITH THOSE PORTIONS OF VACATED ASH STREET (N.E. 16TH STREET) AND DEPOT STREET ADJOINING, VACATED BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 94-2-14451-1, AS WOULD ATTACH BY OPERATION OF LAW.

PARCEL E:

THAT PORTION OF LOTS 11 THROUGH 16, BLOCK 6, INGLEWOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF EAST LAKE SAMMAMISH PARKWAY N.E. (ISSAQUAH-REDMOND ROAD REV. NO. 2); EXCEPT THOSE PORTIONS CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER RECORDING NUMBERS 983354 & 983356; AND EXCEPT THAT PORTION RESERVED FOR ROAD BY KING COUNTY IN DEED RECORDED UNDER RECORDING NUMBER 769006,

EXLEGALE/RDA/0899

2602 000 6000000

CHICAGO TITLE INSURANCE COMPANY

Escrow No: 000567950

Title No 000567950

LEGAL DESCRIPTION

TOGETHER WITH THAT PORTION OF VACATED ASH STREET (N.E. 16TH STREET)
ADJOINING, VACATED BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 94-2-14451-1,
AS WOULD ATTACH BY OPERATION OF LAW.

2002 090 6000000

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Order Number: 01148-62341

Title Officer: Chris Rollins
Phone: (206) 770-8715
Email: chris.rollins@stewart.com
titleofficers@stewart.com

Title Officer: Joe Dorfman
Phone (425) 317-7319
Email: joe.dorfman@stewart.com
titleofficers@stewart.com

Scott McDearmon - Title Assistant
Phone: (253) 439-6436
Email: scott.mcdearmon@stewart.com
titleofficers@stewart.com

Don Peterson
Phone (253) 439-6432
Email: don.peterson@stewart.com
titleofficers@stewart.com

Customer Reference:
01148-62341

SCHEDULE A

1. **Effective Date:** October 04, 2016 at 8:00 AM

2. **Policy Or Policies To Be Issued:**

(X) ALTA OWNER'S POLICY, (6/17/06)
(X) STANDARD () EXTENDED (Underwriting fee - 11%)

Amount: To Be Determined
Premium:
Tax:
Total:

Proposed Insured:

King County, a political subdivision of the State of Washington

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Daniel G. Denton and Susan T. Denton, husband and wife, as to Parcel A; Kathleen M. Moodie and John T. Moodie, wife and husband, as to Parcel B; Koele Properties, LLC, a Washington limited liability company, as to Parcel C; Paul J. Wolfe, as his separate estate, as to Parcel D; Ty E. Hill and Cheryl D. Hill, husband and wife, as to Parcel E; Lakesamm Enterprises, L.L.C., a Washington limited liability company, as to Parcel F; King County, a political subdivision of the State of Washington, as to Parcels G, H, I, J and K

5. **The land referred to in this commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

Lot(s) 15 and 16 and the North 10 feet of Lot 14, Block 1, Inglewood Tracts, according to the plat thereof recorded in Volume 3 of Plats, Page(s) 169, records of King County, Washington;

EXCEPT Burlington Northern Railroad Right-of Way;

TOGETHER WITH Second Class Shorelands adjacent;

ALSO TOGETHER WITH the North ten feet of Lot 15 and all of Lots 16 and 17, Block 14, Inglewood Addition, according to the Plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington;

EXCEPT those portions conveyed to the Northern Pacific Railway Company by deed recorded under King County Recording No. 305111;

Situate in the County of King, State of Washington.

PARCEL B:

Lot 11, Block 2, Inglewood Tracts, according to the plat thereof recorded in Volume 3 of Plats, Page(s) 169, records of King County, Washington.

Situate in the County of King, State of Washington.

PARCEL C:

Lot(s) 14 and 15, Block 2, Inglewood Tracts, according to the plat thereof recorded in Volume 3 of Plats, Page(s) 169, records of King County, Washington.

Situate in the County of King, State of Washington.

PARCEL D:

That portion of Lots 3, 4 and 5, Block 3, Inglewood Addition, according to plat recorded in Volume 3 of Plats, page 169, in King County, Washington, described as follows:

Beginning at the Southeast corner of that portion of said Lot 3 lying Westerly of the Northern Pacific Railway Company right of way;

Thence North 89°18'04" West along the South line of said Lot 3 a distance of 54.62 feet to the True Point of Beginning;

Thence North 82°20'54" East 53.00 feet;

Thence North 15°06'41" West 65.18 feet;

Thence South 81°22'13" West 57.76 feet;

Thence South 19°22'57" East 64.99 feet to the True Point of Beginning.

Except the Northeasterly 1.0 foot of that portion of the above described tract lying within said Lot 5;

Together with an undivided one-third interest in Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37 in Block 12 of said Plat of Inglewood;

Except the Northern Pacific Railway Company right of way, and Except that portion of said Lots 21, 22, 23, 24, 25 and 26, lying Easterly of the Issaquah-Redmond Revision Road No. 2, provided any portion of these lots lie Easterly of said road;

And also except that portion conveyed to King County for road purposes by deed recorded under King County Recording Number 2668512; and

Also together with an undivided one-third interest in the following described property:

Lots 5 through 17, inclusive, Block 9, Plat of Inglewood;

Except that portion lying within the Northern Pacific Right of Way, according to plat recorded in Volume 3 of Plats, page 169, in King County, Washington.

PARCEL E:

Lots 5, 6, 7 and 8, Block 3 Inglewood Addition, according to the plat thereof recorded in Volume 3 of Plats, page(s) 169, records of King County, Washington;

Except that portion conveyed to King County by quit claim deed recorded September 18, 1998 under Recording No. 9809181252;

Except the Northern Pacific Railway Company right of way; and

Except the East 1 foot of said Lots 5 and 6; and

Except that portion of said lots lying within the following described property:

Beginning at the Southeast corner of that portion of Lot 3, Block 3, of said plat, lying Westerly of the Northern Pacific Railway Company right of way;

Thence North 89°18'04" West along the South line of said Lot 3 a distance of 54.62 feet to the True Point of Beginning;

Thence North 82°20'54" East 53.00 feet;

Thence North 15°06'41" West 65.18 feet;

Thence South 81°22'13" West 57.76 feet;

Thence South 19°22'57" East 64.99 feet to the True Point of Beginning;

Together with that portion of Lot 9, Block 3 of said plat, described as follows:

Beginning at the Southeast corner of said Lot 9 thereof and according to the plat of survey recorded under Recording No. 7404080512, in King County, Washington;

Thence North 89°18'15" West along the South line thereof for a distance of 66.70 feet;

Thence Northeasterly to a point on the East line of said Lot 9, said point bearing North 15°06'41" West a distance of 10.00 feet from said Southeast corner;

Thence South 15°06'41" East a distance of 10.00 feet to the Point of Beginning;

Also together with an undivided 1/3 interest in the following Lots 21 through 37, inclusive, Block 12, of said Plat of Inglewood;

Except the Northern Pacific Railway Company right of way;

And except that portion of said Lots 21 through 26, inclusive, lying Easterly of the Issaquah-Redmond Revision Road No. 2, provided any portion of these lots lies Easterly of said road;

And except that portion conveyed to King County for road purposes by deed recorded under Recording No. 2668512;

Together with an undivided 1/3 interest in the following property:

Lots 5 through 17, inclusive, Block 9, Plat of Inglewood;

Except that portion lying within the Northern Pacific right of way, according to the plat thereof recorded

in Volume 3 of Plats, page(s) 169, Records of King County, Washington;

Situate in the City of Sammamish, County of King, State of Washington.

PARCEL F:

All of the South 8.0 feet, as measured at right angles to the North line, of the North half of Tract 12, Block 3, Inglewood, according to plat recorded in Volume 3 of Plats, on page 169, and according to plat of survey recorded under Auditor's Receiving No. 7404000512, all records of King County, Washington; Except that portion thereof lying within the Burlington-Northern Railway right of way;

Together with Second Class Shorelands adjoining; and

Lot 11 and the South half of Lot 12, Block 3, Inglewood, according to plat recorded in Volume 3 of Plats, page 169, King County, Washington;

Except that portion thereof lying within the Northern Pacific Railway right of way;

Together with all Second Class Shorelands adjoining; and

Lots 9 and 10, Block 3, Inglewood Addition, Volume 3 of Plats, page 169, records of King County;

Except that portion thereof lying within the Burlington-Northern Railway right of way;

Together with Second Class Shorelands adjoining;

Except that portion of Lot 9, Block 3, of said plat, described as follows:

Beginning at the Southeast corner of said Lot 9 thereof and according to the plat of survey recorded under Recording No. 7404080512, in King County, Washington;

Thence North 89°18'15" West along the South line thereof for a distance of 66.70 feet;

Thence Northeasterly to a point on the East line of said Lot 9, said point bearing North 15°06'41" West, a distance of 10.00 feet from the said Southeast corner;

Thence South 15°06'41" East, a distance of 10.00 feet to the Point of Beginning;

Situate in the City of Sammamish, County of King, State of Washington.

PARCEL G:

That portion of Lot(s) 1 through 10, 18 through 21 and 23 through 27, Block 6, Inglewood Tracts, according to the plat thereof recorded in Volume 3 of Plats, Page(s) 169, records of King County, Washington.

Situate in the County of King, State of Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway N.E. (Issaquah-Redmond Road Rev. No. 2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company Right of Way, as conveyed by deed recorded under Recording Number 305111,

Together with vacated Depot Street adjacent and Together with that portion of Illinois Avenue (202nd Ave NE) per Superior Court Case No. 91-2-20802-6.

PARCEL H:

Lot(s) 17, Block 6, Inglewood Tracts, according to the plat thereof recorded in Volume 3 of Plats, Page(s) 169, records of King County, Washington;

Together with that portion of vacated NE 16th St. and Depot St adjacent;

Also less that portion, if any for E Lake Sammamish Parkway NE;

Situate in the County of King, State of Washington.

PARCEL I:

Lot(s) 22, Block 6, Inglewood Tracts, according to the plat thereof recorded in Volume 3 of Plats, Page(s) 169, records of King County, Washington.

LESS right of way portion to Northern Pacific Railway

Situate in the County of King, State of Washington.

PARCEL J:

That portion of Lot(s) 11 through 16, Block 6, Inglewood Tracts, according to the plat thereof recorded in Volume 3 of Plats, Page(s) 169, records of King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway N.E. (Issaquah-Redmond Road Rev. No. 2);

EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 983354 & 983356;

AND EXCEPT that portion reserved for road by King County in deed recorded under Recording Number 769006,

TOGETHER WITH that portion of vacated Ash Street (N.E. 16th Street) adjoining, vacated by King County Superior Court Cause Number 94-2-14451-1, as would attach by operation of law.

Situate in the County of King, State of Washington.

PARCEL K:

That portion of Lot(s) 36 through 40, Block 7, Inglewood Tracts, according to the plat thereof recorded in Volume 3 of Plats, Page(s) 169, records of King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway N.E. (Issaquah-Redmond Road Rev. No. 2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company Right of Way, as conveyed by deed recorded under Recording Number 305111.

Situate in the County of King, State of Washington.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part I

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions as follows:
 - (1) Rights or claims of parties in possession not shown by the public records.
 - (2) Easements, claims of easement or encumbrances which are not shown by the public records.
 - (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
 - (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

SPECIAL EXCEPTIONS FOLLOW

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part I**

SPECIAL EXCEPTIONS

1. Payment of Real Estate Excise Tax, if required.

The property described herein is situated within the boundaries of local taxing authority of the City of Sammamish.

Present Rate of Real Estate Excise Tax as of the date herein is 1.78% and the levy code is 2195.

2. General taxes: First half delinquent May 1; Second half delinquent November 1:

Year: 2016
Amount Billed: \$19,615.31
Amount Paid: \$9,807.66
Amount Due: \$9,807.65, plus interest and penalty if delinquent
Tax Account No.: 357530-0020
Levy Code: 2195
Land: \$1,207,000.00
Improvements: \$697,000.00
(Affects Parcel A)

3. General taxes: First half delinquent May 1; Second half delinquent November 1:

Year: 2016
Amount Billed: \$978.27
Amount Paid: \$489.14
Amount Due: \$489.13, plus interest and penalty if delinquent
Tax Account No.: 357530-0041
Levy Code: 2195
Land: \$95,000.00
Improvements: \$0.00
(Affects Parcel B)

4. Liability for supplemental assessments for improvements not presently carried or being taxed on the general tax rolls. (Affects Parcel B)

5. General taxes: First half delinquent May 1; Second half delinquent November 1:

Year: 2016
Amount Billed: \$2,047.50
Amount Paid: \$1,023.75
Amount Due: \$1,023.75, plus interest and penalty if delinquent
Tax Account No.: 357530-0043
Levy Code: 2195
Land: \$200,000.00
Improvements: \$0.00
(Affects Parcel C)

6. Liability for supplemental assessments for improvements not presently carried or being taxed on the general tax rolls. (Affects Parcel C)

7. General taxes: First half delinquent May 1; Second half delinquent November 1:

Year: 2016
Amount Billed: \$16,468.74
Amount Paid: \$8,234.37
Amount Due: \$8,234.37, plus interest and penalty if delinquent
Tax Account No.: 357530-0077
Levy Code: 2195
Land: \$1,508,000.00

Improvements: \$87,000.00
(Affects Parcel E)

8. The property herein described is carried on the tax rolls as exempt. It will become taxable from the date of transfer to a taxable entity.

Tax Account No.: 357530-0260, 357530-0340, 357530-0365, 357530-0370 and 357530-0460

9. Rights of the State of Washington in and to that portion of the premises, if any, lying below the line of ordinary high tide or ordinary high water of the Lake Sammamish as said line exists today or may have existed in the past. (Affects Parcels A, B, C, D, E and F)
10. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water. (Affects Parcels A, B, C, D, E and F)
11. The right of use, control, or regulation by the United States of America in exercise of power over commerce, navigation and fisheries. (Affects Parcels A, B, C, D, E and F)
12. Any questions that may arise due to shifting or change of the line or ordinary high tide or ordinary high water of the Lake Sammamish or due to the Lake Sammamish having shifted or changed its line of ordinary high tide or ordinary high water. (Affects Parcels A, B, C, D, E and F)

THE FOLLOWING EXCEPTIONS AFFECT PARCEL A:

13. Deed of Trust and the terms and conditions thereof:
Grantor: Daniel G. Denton and Susan T. Denton, husband and wife
Trustee: CW Title
Beneficiary: Mortgage Electronic Registration Systems Inc., acting solely as nominee for
Homestreet Bank
Amount: \$506,000.00
Dated: September 19, 2012
Recorded: September 26, 2012
Recording No.: 20120926000945

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

14. The name and address of the taxpayer herein, according to the King County Tax Rolls, is:
Daniel G. Denton and Susan T. Denton
P.O. Box 2290
Redmond, WA 98073
15. The Recording Number of the vesting deed herein is 20051229003223.
16. Mineral Exceptions and Reservations as contained in instrument:
From: J. Paul Hutchinson and Alice M. Hutchinson
Recorded: August 7, 1889
Recording No.: 35868 and 52167

NOTE: No examination has been made to determine the present record owner of the above rights to determine which may affect the lands or rights so reserved.

17. Easement and the terms and conditions thereof:
Grantee: Puget Sound Energy, Inc., a Washington Corporation
Purpose: Electric transmission line
Affects: As located
Recorded: June 30, 1941
Recording No.: 3174891

18. Exceptions and Reservations contained in deed from the State of Washington, whereby the Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry of opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry, recorded under Recording No. 4447982.

Right of State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transportation and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

19. Grinder Pump Service Agreement and the terms and conditions thereof:
Recorded: January 29, 1993
Recording No.: 9301291140
Regarding: Grinder Pump Service Agreement
20. Inglewood Beach Club Incorporated Bylaws and the terms and conditions thereof:
Recorded: May 16, 1990
Recording No.: 9005161176
21. Easement and the terms and conditions thereof:
Grantee: Puget Sound Energy, Inc., a Washington Corporation
Purpose: Distribution easement
Affects: As located
Recorded: April 7, 2005
Recording No.: 20050407000986

THE FOLLOWING EXCEPTIONS AFFECT PARCEL B:

22. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
23. The name and address of the taxpayer herein, according to the King County Tax Rolls, is:
Kathleen M. Moodie and John T. Moodie
921 E. Lake Sammamish Parkway NE
Sammamish, WA 98074
24. The Recording Number of the vesting deed herein is 20100507000703.
25. Mineral Exceptions and Reservations as contained in instrument:
From: J. Paul Hutchinson and Alice M. Hutchinson
Recorded: August 7, 1889
Recording No.: 35868 and 52167

NOTE: No examination has been made to determine the present record owner of the above rights to determine which may affect the lands or rights so reserved.

26. Inglewood Beach Club Incorporated Bylaws and the terms and conditions thereof:
Recorded: May 16, 1990
Recording No.: 9005161176

THE FOLLOWING EXCEPTIONS AFFECT PARCEL C:

27. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
28. The name and address of the taxpayer herein, according to the King County Tax Rolls, is:
Koele Properties LLC
14150 NE 20th St.
Bellevue, WA 98007

29. The Recording Number of the vesting deed herein is 20041115002150,

30. Mineral Exceptions and Reservations as contained in instrument:
From: J. Paul Hutchinson and Alice M. Hutchinson
Recorded: August 7, 1889
Recording No.: 35868 and 52167

NOTE: No examination has been made to determine the present record owner of the above rights to determine which may affect the lands or rights so reserved.

31. Inglewood Beach Club Incorporated Bylaws and the terms and conditions thereof:
Recorded: May 16, 1990
Recording No.: 9005161176

32. Evidence of the authority of the individual(s) to execute the forthcoming document(s) for Koele Properties, LLC, a Washington limited liability company, and copies of the current operating agreement and any amendments thereto, should be submitted prior to closing. **(Said limited liability company has been inactive since 05/01/2015)**

33. Any conveyance or mortgage by Koele Properties LLC, a Limited Liability Company, must be executed by all of the members or managers as of the date of acquisition or evidence submitted that certain designated members or managers have been authorized to act for the Limited Liability Company.

THE FOLLOWING EXCEPTIONS AFFECT PARCEL D:

34. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.

35. The name and address of the taxpayer herein, according to the King County Tax Rolls, is:
Jim Wolfe
1111 E. Lake Sammamish Parkway NE
Sammamish, WA 98074

36. The Recording Numbers of the vesting deeds herein are 7802270573 and 9307141708.

37. Mineral Exceptions and Reservations as contained in instrument:
From: J. Paul Hutchinson and Alice M. Hutchinson
Recorded: August 7, 1889
Recording No.: 35868 and 52167

NOTE: No examination has been made to determine the present record owner of the above rights to determine which may affect the lands or rights so reserved.

38. Water Rights and the terms and conditions thereof:
Recorded: January 25, 1941
Recording No.: 3142791

39. Agreement and the terms and conditions thereof:
Recorded: August 25, 1954
Recording No.: 4479194

40. Perpetual Maintenance Agreement and Deed and the terms and conditions thereof:
Recorded: February 27, 1978
Recording No.: 7802270809

41. Agreement to Remove Encroachment and the terms and conditions thereof:
Recorded: February 27, 1978
Recording No.: 7802270812

42. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution lines
Affects: As located
Recorded: May 23, 1978
Recording No.: 7805230733
43. Joint Use and Mutual Maintenance Agreement and the terms and conditions thereof:
Recorded: March 26, 1985
Recording No.: 8503260693
44. Inglewood Beach Club Incorporated Bylaws and the terms and conditions thereof:
Recorded: May 16, 1990
Recording No.: 9005161176
45. Easement and Consent to Setback Violation and the terms and conditions thereof:
Recorded: September 17, 2010
Recording No.: 20100917000524
46. If the herein described property consists of the dwelling in which the owner resides, such premises cannot be conveyed or encumbered unless the instrument is executed and acknowledged by both spouses/domestic partners, if said owner is a married person/registered domestic partner, pursuant to RCW 6.13.

If the owner is unmarried the forthcoming instrument should so recite.

THE FOLLOWING EXCEPTIONS AFFECT PARCEL E:

47. Deed of Trust and the terms and conditions thereof:
Grantor: Ty E. Hill and Cheryl D. Hill, husband and wife
Trustee: First American Title
Beneficiary: Mortgage Electronic Registration Systems Inc., acting solely as nominee for RPM
Mortgage, Inc.
Amount: \$970,000.00
Dated: December 23, 2014
Recorded: December 31, 2014
Recording No.: 20141231001443

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

48. Deed of Trust and the terms and conditions thereof:
Grantor: Ty E. Hill and Cheryl D. Hill, husband and wife
Trustee: RTS Pacific, Inc.
Beneficiary: Boeing Employees' Credit Union
Amount: \$200,000.00
Dated: February 20, 2015
Recorded: March 2, 2015
Recording No.: 20150302000358

NOTE: THIS DEED OF TRUST SECURES AN EQUITY LINE OF CREDIT AND/OR REVOLVING LOAN. IN ORDER TO INSURE, THE COMPANY REQUIRES EITHER (A) SATISFACTORY EVIDENCE FROM THE LENDER THAT THE ACCOUNT HAS BEEN FROZEN OR CLOSED OR (B) EVIDENCE THAT ESCROW HAS SUBMITTED TO THE LENDER A LETTER SUBSTANTIALLY SIMILAR TO THE SAMPLE BELOW, SIGNED BY ALL BORROWERS ON THE ACCOUNT. THIS EVIDENCE MUST BE SUBMITTED TO THE COMPANY PRIOR TO THE RECORDING.

REQUEST TO CANCEL REVOLVING CREDIT LOAN

Dear _____

Please freeze the loan amount to include only obligations incurred or draws I have made prior to and including the date of this letter under the terms and conditions of the above-numbered loans secured by the above-numbered mortgage or the surety instrument and cancel the revolving credit loan for future advances.

I agree to cease signing all checks and/or credit cards and/or drafts. I enclose all of the above which I have in my possession.

Loan/Account No. _____

Sincerely,

Borrower/Mortgagor

Borrower/Mortgagor

49. The name and address of the taxpayer herein, according to the King County Tax Rolls, is:
Ty E. Hill and Cheryl D Hill
1119 East Lake Sammamish Parkway NE
Sammamish, WA 98074

50. The Recording Number of the vesting deed herein is 20131204000962.

51. Mineral Exceptions and Reservations as contained in instrument:
From: J. Paul Hutchinson and Alice M. Hutchinson
Recorded: August 7, 1889
Recording No.: 35868 and 52167

NOTE: No examination has been made to determine the present record owner of the above rights to determine which may affect the lands or rights so reserved.

52. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Distribution easement
Affects: As located
Recorded: December 26, 1941
Recording No.: 3211968

53. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Distribution easement
Affects: As located
Recorded: October 28, 1940
Recording No.: 3128797
54. Water Rights and the terms and conditions thereof:
Recorded: January 25, 1941
Recording No.: 3142791
55. Agreement and the terms and conditions thereof:
Recorded: August 25, 1954
Recording No.: 4479194
56. Perpetual Maintenance Agreement and Deed and the terms and conditions thereof:
Recorded: February 27, 1978
Recording No.: 7802270809
57. Agreement to Remove Encroachment and the terms and conditions thereof:
Recorded: February 27, 1978
Recording No.: 7802270812
58. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution lines
Affects: As located
Recorded: May 23, 1978
Recording No.: 7805230733
59. Joint Use and Mutual Maintenance Agreement and the terms and conditions thereof:
Recorded: March 26, 1985
Recording No.: 8503260693
60. Inglewood Beach Club Incorporated Bylaws and the terms and conditions thereof:
Recorded: May 16, 1990
Recording No.: 9005161176
61. Agreement and the terms and conditions thereof:
Recorded: January 29, 1993
Recording No.: 9301291142
62. Easement and Consent to Setback Violation and the terms and conditions thereof:
Recorded: September 17, 2010
Recording No.: 20100917000524

THE FOLLOWING EXCEPTIONS AFFECT PARCEL F:

63. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
64. The name and address of the taxpayer herein, according to the King County Tax Rolls, is:
Lake Sammamish Enterprises
Att: Richard Delie
4122 204th Ave NE
Sammamish, WA 98074
65. The Recording Number of the vesting deed herein is 20160226000556.

66. Mineral Exceptions and Reservations as contained in instrument:
From: J. Paul Hutchinson and Alice M. Hutchinson
Recorded: August 7, 1889
Recording No.: 35868

NOTE: No examination has been made to determine the present record owner of the above rights to determine which may affect the lands or rights so reserved.

67. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Distribution easement
Affects: As located
Recorded: October 28, 1940
Recording No.: 3128797

68. Water Rights and the terms and conditions thereof:
Recorded: January 25, 1941
Recording No.: 3142791

69. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Distribution easement
Affects: As located
Recorded: June 30, 1941
Recording No.: 3174891

70. Joint Use and Mutual Maintenance Agreement and the terms and conditions thereof:
Recorded: March 26, 1985
Recording No.: 8503260693

71. Inglewood Beach Club Incorporated Bylaws and the terms and conditions thereof:
Recorded: May 16, 1990
Recording No.: 9005161176

72. Driveway Easement Agreement and the terms and conditions thereof:
Recorded: October 29, 1993
Recording No.: 9310291544

73. Grinder Pump Service Agreement and the terms and conditions thereof:
Recorded: October 6, 2003
Recording No.: 20031006000440

74. Terms and conditions of survey recorded November 2, 2011 under Recording Number 20111102900009.

75. Evidence of the authority of the individual(s) to execute the forthcoming document(s) for Lakesamm Enterprises, L.L.C., a Washington limited liability company, and copies of the current operating agreement and any amendments thereto, should be submitted prior to closing.

76. Any conveyance or mortgage by Lakesamm Enterprises, L.L.C., a Limited Liability Company, must be executed by all of the members or managers as of the date of acquisition or evidence submitted that certain designated members or managers have been authorized to act for the Limited Liability Company.

THE FOLLOWING EXCEPTIONS AFFECT PARCEL G:

77. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.

78. The name and address of the taxpayer herein, according to the King County Tax Rolls, is:
King County-Parks
201 S. Jackson St #700

Seattle, WA 98104

79. The Recording Number of the vesting deed herein is 20020906000899.
80. Inglewood Beach Club Incorporated Bylaws and the terms and conditions thereof:
Recorded: May 16, 1990
Recording No.: 9005161176
81. Drainage Release Covenant and the terms and conditions thereof:
Recorded: December 13, 1991
Recording No.: 9112130857
82. Agreement to Reconstruct Driveways and the terms and conditions thereof:
Grantee: King County
Recorded: November 23, 1993
Recording No.: 9311231438
83. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution systems
Affects: As located
Recorded: December 1, 1994
Recording No.: 9412010277
84. Access Easement, Option to Acquire Utilities Easement, and Roadway Maintenance Agreement and the terms and conditions thereof:
Recorded: June 2, 1999
Recording No.: 9906021961
85. Easement and the terms and conditions thereof:
Purpose: Utilities
Affects: As located
Recorded: October 28, 1999
Recording No.: 19991028001469
86. Deed of Right to Use Land For Public Recreational Purposes and the terms and conditions thereof:
Recorded: April 5, 2006
Recording No.: 20060405001180

THE FOLLOWING EXCEPTIONS AFFECT PARCEL H:

87. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
88. The name and address of the taxpayer herein, according to the King County Tax Rolls, is:
King County-Parks
201 S. Jackson St #700
Seattle, WA 98104
89. The Recording Number of the vesting deed herein is 20020906000899.
90. Inglewood Beach Club Incorporated Bylaws and the terms and conditions thereof:
Recorded: May 16, 1990
Recording No.: 9005161176
91. Drainage Release Covenant and the terms and conditions thereof:
Recorded: December 13, 1991
Recording No.: 9112130857
92. Access Easement, Option to Acquire Utilities Easement, and Roadway Maintenance Agreement and the terms

and conditions thereof:

Recorded: June 2, 1999
Recording No.: 9906021961

93. Easement and the terms and conditions thereof:

Purpose: Utilities
Affects: As located
Recorded: October 28, 1999
Recording No.: 19991028001469

94. Deed of Right to Use Land For Public Recreational Purposes and the terms and conditions thereof:

Recorded: April 5, 2006
Recording No.: 20060405001180

THE FOLLOWING EXCEPTIONS AFFECT PARCEL I:

95. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.

96. The name and address of the taxpayer herein, according to the King County Tax Rolls, is:

King County-Parks
201 S. Jackson St #700
Seattle, WA 98104

97. The Recording Number of the vesting deed herein is 20020906000899.

98. Inglewood Beach Club Incorporated Bylaws and the terms and conditions thereof:

Recorded: May 16, 1990
Recording No.: 9005161176

99. Drainage Release Covenant and the terms and conditions thereof:

Recorded: December 13, 1991
Recording No.: 9112130857

100. Easement and the terms and conditions thereof:

Grantee: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution systems
Affects: As located
Recorded: December 1, 1994
Recording No.: 9412010277

101. Access Easement, Option to Acquire Utilities Easement, and Roadway Maintenance Agreement and the terms and conditions thereof:

Recorded: June 2, 1999
Recording No.: 9906021961

102. Easement and the terms and conditions thereof:

Purpose: Utilities
Affects: As located
Recorded: October 28, 1999
Recording No.: 19991028001469

103. Deed of Right to Use Land For Public Recreational Purposes and the terms and conditions thereof:

Recorded: April 5, 2006
Recording No.: 20060405001180

THE FOLLOWING EXCEPTIONS AFFECT PARCEL J:

104. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to

closing.

105. The name and address of the taxpayer herein, according to the King County Tax Rolls, is:
King County-Parks
201 S. Jackson St #700
Seattle, WA 98104
106. The Recording Number of the vesting deed herein is 20020906000899.
107. Inglewood Beach Club Incorporated Bylaws and the terms and conditions thereof:
Recorded: May 16, 1990
Recording No.: 9005161176
108. Drainage Release Covenant and the terms and conditions thereof:
Recorded: December 13, 1991
Recording No.: 9112130857
109. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution systems
Affects: As located
Recorded: December 1, 1994
Recording No.: 9412010277
110. Easement and the terms and conditions thereof:
Purpose: Utilities
Affects: As located
Recorded: October 28, 1999
Recording No.: 19991028001469
111. Deed of Right to Use Land For Public Recreational Purposes and the terms and conditions thereof:
Recorded: April 5, 2006
Recording No.: 20060405001180

THE FOLLOWING EXCEPTIONS AFFECT PARCEL K:

112. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
113. The name and address of the taxpayer herein, according to the King County Tax Rolls, is:
King County-Parks
201 S. Jackson St #700
Seattle, WA 98104
114. The Recording Number of the vesting deed herein is 20020906000899.
115. Inglewood Beach Club Incorporated Bylaws and the terms and conditions thereof:
Recorded: May 16, 1990
Recording No.: 9005161176
116. Drainage Release Covenant and the terms and conditions thereof:
Recorded: December 13, 1991
Recording No.: 9112130857
117. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution systems
Affects: As located
Recorded: December 1, 1994
Recording No.: 9412010277

118. Deed of Right to Use Land For Public Recreational Purposes and the terms and conditions thereof:
Recorded: April 5, 2006
Recording No.: 20060405001180

END OF SPECIAL EXCEPTIONS

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part II

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

Note: Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

Format:

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.

Font size of 8 points or larger and paper size of no more than 8 ½" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information which must appear on the first page:

Title or titles of document. If assignment or reconveyance, reference to auditor's file number or subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter quarter section for unplatted).

Assessor's tax parcel number(s).

Return address which may appear in the upper left hand 3" top margin.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part II

NOTES:

NOTE A: In order to assure timely recording all recording packages should be sent to:

Stewart Title Company
18000 International Blvd, Suite 500, SeaTac, WA 98188
Attn: Recorder

NOTE B: Recording fees charged by the county are billed as follows: Deeds of Trust \$74.00 for the first page and \$1.00 for each additional page. Deeds \$73.00 for the first page and \$1.00 for each additional page. Please add a \$4.00 fee plus applicable sales tax for each document electronically recorded.

NOTE C: The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Ptn lot 14, Lots 15 and 16, Blk 1; Lot 11, 14 and 15, Blk 2, Ptn Lot 3, Lots 4-8, Ptn Lot 12, Blk 3; Lots 1-27, Blk 6; Lots 36-40, Blk 7, Inglewood Add

NOTE D: All matters regarding extended coverage have been cleared for the mortgagee's policy. Exceptions C, E and F shown in Schedule B herein will be omitted in said extended coverage mortgagee's policy.

NOTE E: The records of King County and/or our inspection indicate that the address of the improvement located on said land is 1119 East Lake Sammamish Parkway Northeast , Sammamish, WA 98074.

NOTE F: The Loan Policy to issue will contain an 8.1 (Environmental Protection Lien) Endorsement.

NOTE G: In the event of cancellation, a cancellation charge may be made.

NOTE H: There are no deeds affecting said land recorded within 24 months of the date of this report.

NOTE I: General taxes for the year 2016 have been paid in full:

In the Amount Of:	\$14,014.58
Tax Account No.:	357530-0076
Levy Code:	2195
Land:	\$1,047,000.00
Improvements:	\$307,000.00

(Affects Parcel D)

NOTE J: General taxes for the year 2016 have been paid in full:

In the Amount Of:	\$16,733.49
Tax Account No.:	357530-0092
Levy Code:	2195
Land:	\$1,620,000.00
Improvements:	\$1,000.00

(Affects Parcel F)

NOTE K: General taxes for the year 2016 have been paid in full:

In the Amount Of:	\$703.80
Tax Account No.:	357530-0026
Levy Code:	2195

(Affects Parcel G)

NOTE L: General taxes for the year 2016 have been paid in full:

In the Amount Of: \$224.92
Tax Account No.: 357530-0340
Levy Code: 2195
(Affects Parcel H)

NOTE M: General taxes for the year 2016 have been paid in full:

In the Amount Of: \$224.88
Tax Account No.: 357530-0365
Levy Code: 2195
(Affects Parcel I)

NOTE N: General taxes for the year 2016 have been paid in full:

In the Amount Of: \$224.87
Tax Account No.: 357530-0370
Levy Code: 2195
(Affects Parcel J)

NOTE O: General taxes for the year 2016 have been paid in full:

In the Amount Of: \$10.88
Tax Account No.: 357530-0460
Levy Code: 2195
(Affects Parcel K)

LA

END OF SCHEDULE B

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*